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Contract Database Metadata Elements

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AGREEMENT

by and between the

CITY OF ONEONTA

and

CSEA Local 1000 AFSCME, AFL-CIO

City of Oneonta Unit #8101-00
Otsego County Local 839

January 1, 2009 - December 31, 2012
If you have questions about this contract, your benefits, or union rights, call:

**Your CSEA Unit President:**
Name: Thomas Pondolfino
Tel#: ____________________

or

**CSEA Labor Relations Specialist**
Gerald Phelan
[607] 293-6483
gerald.phelan@cseainc.org

For other types of assistance from CSEA call:
**CSEA Central Region 5 Office**
6595 Kirkville Rd, East Syracuse, NY 13057
[800] 559-7975
[315] 433-0050

Colleen Wheaton, Region President
Joseph Maratea, Region Director
Rick Noreault, Political Action Coordinator
Lynnet Witherell, Occupational Safety & Health Specialist
Mark Kotzin, Communications Associate
(newsletters, leaflets, web-sites)

**CSEA Local 1000, AFSCME**
143 Washington Avenue
Albany, NY 12210
[800] 342-4146

If you have questions about your Health Insurance Claims call:
Name: ____________________
Tel.# ____________________

For other District questions call:
Name: ____________________
Tel. # ____________________
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preamble</td>
<td>......................................................... 1</td>
</tr>
<tr>
<td>Article I</td>
<td>Recognition ........................................ 1</td>
</tr>
<tr>
<td>Article II</td>
<td>Collective Bargaining Unit ..................... 1</td>
</tr>
<tr>
<td>Article III</td>
<td>Dues Check-Off and Indemnification .......... 2</td>
</tr>
<tr>
<td>Article IV</td>
<td>Rights of the Union .............................. 3</td>
</tr>
<tr>
<td>Article V</td>
<td>Rights of the Employer ......................... 4</td>
</tr>
<tr>
<td>Article VI</td>
<td>Rights of the Employees ....................... 4</td>
</tr>
<tr>
<td>Article VII</td>
<td>Salary Plan and Schedule .................... 5-6</td>
</tr>
<tr>
<td>Article VIII</td>
<td>Hours of Work ................................ 6-7</td>
</tr>
<tr>
<td>Article IX</td>
<td>Overtime ............................................. 7-8</td>
</tr>
<tr>
<td>Article X</td>
<td>Holidays ........................................... 8-9</td>
</tr>
<tr>
<td>Article XI</td>
<td>Vacations ........................................... 10-11</td>
</tr>
<tr>
<td>Article XII</td>
<td>Sick Leave ........................................ 11-13</td>
</tr>
<tr>
<td>Article XIII</td>
<td>Leaves of Absence ............................... 13-14</td>
</tr>
<tr>
<td>Article XIV</td>
<td>Retirement Plan .................................. 14</td>
</tr>
<tr>
<td>Article XV</td>
<td>Health Insurance Coverage .................... 14-15</td>
</tr>
<tr>
<td>Article XVI</td>
<td>Retiree Health Insurance ...................... 15-18</td>
</tr>
<tr>
<td>Article XVII</td>
<td>Grievance Procedure ........................ 19-20</td>
</tr>
<tr>
<td>Article XVIII</td>
<td>No Discrimination .............................. 20</td>
</tr>
<tr>
<td>Article XIX</td>
<td>Saving Clause .................................... 20</td>
</tr>
<tr>
<td>Article XX</td>
<td>Legislative Action ................................ 21</td>
</tr>
<tr>
<td>Article XXI</td>
<td>Seniority ........................................... 21</td>
</tr>
<tr>
<td>Article XXII</td>
<td>Damaged Personal Property .................. 21</td>
</tr>
<tr>
<td>Article XXIII</td>
<td>Labor-Management Committee ............ 21-22</td>
</tr>
<tr>
<td>Article XXIV</td>
<td>Posting Job Vacancies ......................... 22</td>
</tr>
<tr>
<td>Article XXV</td>
<td>Personal Leave .................................... 22</td>
</tr>
<tr>
<td>Article XXVI</td>
<td>Standby/On-Call Compensation ............ 22</td>
</tr>
<tr>
<td>Article XXVII</td>
<td>Bereavement Leave .............................. 23</td>
</tr>
<tr>
<td>Article XXVIII</td>
<td>Tool Allowance ................................. 23</td>
</tr>
<tr>
<td>Article XXIX</td>
<td>Duration ........................................... 24</td>
</tr>
</tbody>
</table>
TABLE OF CONTENTS
APPENDICES & SIDE LETTER

Appendix A  Classification Plan................................................................. 25-26
Appendix B  Salary Schedule............................................................... 27-29
Appendix C  Alcohol & Drug Testing Procedure (Non-Transit Employees) 30-37
Appendix C-1 Oneonta Public Transit......................................................... 38-52
Appendix D  Positions Not Covered by Bargaining Unit....................... 53
Appendix E  Performance Evaluation ......................................................... 54-58
Side Letter dated April 4, 2006 ................................................................. 59
PREAMBLE

It shall be the public policy of the City of Oneonta and the purpose of this Agreement to promote harmonious and cooperative relationships between the City of Oneonta and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the government. This Agreement is made between the City of Oneonta, 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, hereinafter referred to as the “Union”.

ARTICLE I
RECOGNITION

SECTION 1.

The Employer recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized Union, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for the employees in the bargaining unit.

SECTION 2.

It is agreed that the need for continued and uninterrupted operation of Public Agencies of the City of Oneonta is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Union, its officers, members, agents or principles will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or similar action which would involve suspension of or interference with normal work performance.

The City of Oneonta shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown, or other such interference.

ARTICLE II
COLLECTIVE BARGAINING UNIT

SECTION 1.

The Employer agrees that the Union shall be the sole exclusive representative for all full-time employees of the Employer, excluding those titles in Appendix D.

SECTION 2.

Non-benefited, seasonal and temporary employees shall not be members of the bargaining unit. All seasonal and temporary employees receiving benefits are members of the bargaining unit.

Except for employees performing the work of employees on leave due to pregnancy, all temporary and seasonal employees (employed for six (6) consecutive months or more), shall be considered members of the bargaining unit. Temporary employees, replacing pregnant
employees, employed for nine (9) consecutive months or more, shall be considered members of 
the bargaining unit. The parties may mutually agree to extend any of these time limitations.

Temporary employees are employees who, for purposes of this Article, temporarily fill 
encumbered positions, who fill positions for which no qualified applicants are available, or who 
are employed for short specified periods to complete specific projects. Temporary employees 
are not current employees hired, transferred, or promoted to a temporary position. Seasonal 
employees are not employed on a continuous basis throughout the year, but may be re-
established in successive years. Seasonal employees are employed for short specified periods of 
time in conjunction with City seasonal program needs.

The use of temporary and seasonal employees shall not affect the union’s exclusivity 
status, if any.

SECTION 3.

On the effective date of this Agreement, the Employer shall supply to the City of 
Oneonta Unit of the Otsego County Local #839 a list of employees in the bargaining unit 
showing employees full name, home address, last four digits of employee’s social security 
number, payroll number, department, membership status, insurance deductions, and first date 
of permanent employment. Such information shall hereinafter be provided to the City of 
Oneonta Unit of the Otsego County Local #839 on a monthly basis; the name, payroll number, 
department, and date of permanent employment of all new employees. In addition, the 
Employer shall supply a listing of employees showing the payroll number and department, 
who terminate their employment.

ARTICLE III

DUES CHECK-OFF AND INDEMNIFICATION

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll 
deductions of dues and Union-approved insurance for all employees covered by this Agreement 
(exclusive rights means that any insurance programs offered by any other insurance carrier 
other than Pearl Carroll & Associates cannot be provided by payroll deductions, unless the 
President of CSEA Local 1000, AFSCME AFL-CIO, or his/her designee approves of such 
deductions in writing). Such deductions shall be submitted to the Civil Service Employees 
Association, Inc. Capitol Station, Box 7125, Albany, N.Y. , on a payroll period basis. No other 
labor organization shall be accorded any payroll deduction privileges without the express 
consent and written authorization of the Civil Service Employees Association, Inc.

The Civil Service Employees Association, Inc. having been recognized or certified as the 
exclusive representative of the employees within the bargaining unit represented by this 
agreement shall have deductions made from the wage or salary of employees of said bargaining 
unit who are not members of the Civil Service Employees Association, Inc. the amount 
equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer 
shall make such deductions and transmit the amount so deducted, along with a listing of such 
employees, to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, 
N.Y.

All deduction information and checks shall be submitted to the Civil Service Employees 
Association, Inc. each pay period with an alphabetical listing of employee’s names, social
security numbers and dollar amounts deducted for dues, agency shop fees and insurance programs. Separate deductions shall be made for membership dues, agency shop fees, Group Life, Accident and Sickness, Supplemental Life and Personal Lines Insurances. These deductions shall be indicated separately on the employee’s paycheck stub, subject to availability. The Employer will submit separate checks for each payroll deduction to the Civil Service Employees Association, Inc. Checks will be payable as follows: Membership dues and Agency Shop Fees - Payable to CSEA, Inc. Group Life, Accident & Sickness, Permanent Life and Personal Lines Insurances - Payable to Pearl Carroll & Associates.

ARTICLE IV
RIGHTS OF THE UNION

SECTION 1.

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; under the terms and conditions of this Agreement; to designate its own representatives and to appear before the appropriate official of the Employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court or competent jurisdiction, whichever is appropriate.

SECTION 2.

The Employer also agrees to allow a designated Union representative a reasonable amount of time to investigate and process member’s grievances; to negotiate the terms and conditions of employment; and to attend meetings with official representatives, without loss of pay. Requests for release time shall be in writing to the appropriate department head at least two (2) work days before said release, except to investigate an emergency.

SECTION 3.

The Employer will allow twelve (12) paid days per year for designated Union representatives, delegates, regional officers or members of the Statewide Board of Directors to attend regional and/or state and local meetings, seminars or conventions, without loss of pay. At the election of CSEA Local 1000, CSEA may reimburse the City for days that an employee of the City who has been elected to the Statewide CSEA Board of Directors shall use for the purpose of attending meetings and that such reimbursement and days used will not be deducted from the twelve (12) days authorized by this Section.

SECTION 4.

The Union, and its designated agents shall have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this agreement. Insurance representatives of the Civil Service Employee Association, Inc. shall arrange meetings with employees at times acceptable to the City. The Employer agrees that no other labor organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc. shall be provided access to bargaining unit employees. The Employer further agrees that it will not permit any other labor organization or union to hold
meetings for the purpose of discussing terms and conditions of employment regarding this bargaining unit, or be provided meeting space, on the property or premises owned or occupied by the City of Oneonta.

ARTICLE V
RIGHTS OF THE EMPLOYER

SECTION 1.

Except as otherwise specifically provided in the agreement, the Employer shall have the customary and usual rights, powers and functions to direct employees, to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the Employer pursuant to existing practices unless altered by this Agreement.

SECTION 2.

Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the Employer shall negotiate collectively and in good faith with the Union in the determination of salaries and the terms and conditions of employment, and to enter into a written agreement with the Union.

SECTION 3.

It is recognized that the management of the departments, the control of their properties, and the maintenance of order and efficiency are solely responsibilities of the Employer. Accordingly, the Employer retains all rights, except as they may specifically be modified by this Agreement, including, but not limited to, selection and direction of the working forces; to hire, suspend or discharge for cause, to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to decide the number of employees needed; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials.

ARTICLE VI
RIGHTS OF THE EMPLOYEES

SECTION 1.

Any employee covered by this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the Employer.

SECTION 2.

Employees may join and take an active role in the activities of the Union without fear of any kind or reprisals from the Employer or its agents.
ARTICLE VII
SALARY PLAN AND SCHEDULE

SECTION 1.

Members of the bargaining unit shall receive the appropriate salary for their grade as shown in the salary schedule annexed to this Collective Bargaining Agreement as Appendix "B." Step movement will occur from hiring rate to job rate on January 1st in each calendar year. The City agrees to hire new hires at the hiring rate appropriate to the grade. Effective January 1, 2009, base wage adjustments will apply to base wages only and not to longevity increases.

Members of the bargaining unit whose current (December 31, 2008) salaries are off the salary schedule shall receive a 3.00% salary adjustment in each year of this Agreement.

SECTION 2.

All employees covered by this Agreement shall be entitled to longevity increases as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Salary Adjustment</th>
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</thead>
<tbody>
<tr>
<td>5 years</td>
<td>$700.00</td>
</tr>
<tr>
<td>6 years</td>
<td>$800.00</td>
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<td>7 years</td>
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<td>11 years</td>
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<tr>
<td>16 years</td>
<td>$1,775.00</td>
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<tr>
<td>17 years</td>
<td>$1,875.00</td>
</tr>
<tr>
<td>18 years</td>
<td>$1,875.00</td>
</tr>
<tr>
<td>19 years</td>
<td>$2,075.00</td>
</tr>
<tr>
<td>20 years</td>
<td>$2,175.00</td>
</tr>
</tbody>
</table>

The total longevity will equal $2,175.00 above the base salary after 19 years of continuous service. When the employee has completed their appropriate year of service prior to July 1 of the year the longevity increase will become effective on January 1 of that year. When the employee has completed the above stated years of service subsequent to July 1 of the year the longevity increase will become effective on the succeeding January 1.

SECTION 3.

For the purpose of establishing hourly rates, annual salaries will be divided by either 2080 hours or 1820 hours (40 hour work week or 35 hour work week).

SECTION 4.

Employees who have attained a two (2) year Associates degree or a four (4) year Bachelor's Degree in a job-related course of studies shall have an adjustment of $200.00 for an A.A. or A.S. and $300.00 (total of $500.00) for a B.S. or B.A. above the base salary. Effective January 1, 2001, these rates shall be $300.00 for an A.A. or A.S. and $400.00 for a Bachelor's Degree (total of $700.00).
The employer will reimburse the employee up to $360.00 per course of tuition costs, for approved college courses, up to a maximum of $720.00 per academic year. The employee must obtain at least a passing average in order to be eligible for this reimbursement.

SECTION 5.

Employees on the salary schedule who are promoted will normally move to the hiring rate of the new grade. In the event that the hiring rate does not produce an increase in salary for that individual, the individual will be placed at the next highest step which results in an increase in salary.

Employees who are “off grid” (understood to mean their salaries are higher than the job rate for the grade that their title is allocated to) shall be placed in the salary schedule for the new grade using the formula in the paragraph above, but in no event shall that individual receive less than a $1000.00 raise if the salary in their current position exceeds the job rate of the salary grade for the new position.

SECTION 6.

In an attempt to encourage and reward employees for their extra effort, it is agreed that the employer will add $250.00 to the base salary of employees who have completed courses which result in certification of a job related field, have, on their own, completed job related courses of study which result in an increased value to the employer; have obtained a license in a job related field.

The standards for receipt of this adjustment will be referred to the Labor-Management Committee for recommendations to the Personnel Committee.

It is understood that the intent of this section is to encourage and recognize the employees extra efforts at improving themselves and is not intended to be used simply to increase one’s salary.

SECTION 7.

The City will reimburse the full cost to any individual who either obtains or renews a Commercial Driver’s License or a New York State Motor Vehicle Inspection License when such license is a requirement for performing their duties for the City of Oneonta.

ARTICLE VIII
HOURS OF WORK

SECTION 1.

The basic work week for employees of the City of Oneonta shall be forty (40) hours in five (5) consecutive 8-hour days. The exceptions to this rule are the bus drivers/dispatchers, the clerical employees, the Water Treatment Plant Operators, and the Wastewater Treatment Plant Operators. The basic work week for clerical employees shall be thirty-five (35) hours in five (5) consecutive 7-hour days, Monday through Friday. The basic work week for bus drivers/dispatchers shall be forty (40) hours, scheduled five (5) or six (6) days per week.
SECTION 2.

Effective July 1, 2006, all paid leave shall be considered as hours worked in the basic work week.

SECTION 3.

The Employer or its designated representative shall give notice in writing at least five (5) working days in advance (except in cases of emergencies) of any change to the work schedule.

Note: If the Employer provides ten (10) working days notice, the work schedule may include weekend work for the Department of Public Service on a five (5) or six (6) day work week.

SECTION 4.

An employee who is required to work through their normal lunch period and is not afforded an alternative lunch period within a reasonable timeframe of the normally scheduled lunch period shall be compensated at one and one-half times their normal hourly rate for having worked through their lunch period.

SECTION 5. Shift Differential.

If a majority of a regularly scheduled shift (including seasonal variations) falls between the hours of 4:00 p.m. and 8:00 a.m., then the employee will be paid an additional $.50 per hour for each hour worked during that shift. It is understood that this differential shall not affect the employee’s regular overtime rate.

ARTICLE IX
OVERTIME

SECTION 1.

An employee shall receive compensation bi-weekly for overtime worked in excess of forty (40) hours per week. Employees will be paid overtime in the pay period in which it is earned.

SECTION 2.

Overtime work must be authorized in advance by the Department Head or his/her designated representative, before credit for overtime work may be allowed; overtime is to be credited at the rate of time and one-half. Overtime work performed on Sunday will be paid at two times the regular hourly rate.

SECTION 3.

There shall be a three-hour minimum call back for all departments at time and one-half.
SECTION 4.

Employees who work less than forty (40) hours per week shall be compensated for up to forty (40) hours at straight time by compensable time of for any time worked beyond their normal work week. All times worked in excess of forty (40) hours per week shall be paid at a rate of time and one-half.

Employees who work over their regular work week of thirty-five (35) hours per week up to forty (40) hours in a particular week may request payment at straight time or compensatory time. This request will be directed to the Department Head.

SECTION 5.

In the event of death of an employee, his/her estate or beneficiary shall be paid the monetary value of his/her accumulated overtime credits and compensatory time, if any.

SECTION 6.

Paid leave shall be computed as hours worked for the purpose of computing overtime.

SECTION 7.

Any employees who have accumulated compensatory time off must take such compensatory time off shall be upon mutual agreement of the employee and the Department Head. Failure of the employee to request such time off within said six (6) months will permit the Department Head to schedule unilaterally such time off.

SECTION 8.

Overtime shall be distributed equally to all employees by rotating lists in each department by function or current practice. If an employee in line for overtime refuses or is unavailable to work that overtime, then such unavailability or refusal will be counted as his/her turn of overtime in the rotation of employees. Employees may elect to sign a form stipulating that they have waived their rights to voluntary overtime. This stipulation may be withdrawn by an employee by giving the Department Head thirty (30) working days notice in writing. This waiver of voluntary overtime shall not affect mandatory overtime. Mandatory overtime is determined by the Mayor or Department Head, when appropriate personnel are required to report to duty. Voluntary lists will be posted semiannually and a copy sent to the Union President.

ARTICLE X
HOLIDAYS

SECTION 1.

All legal holidays enumerated herein shall be allowed as days off with pay. Employees required to work on a holiday as part of their regular work week (i.e., Dispatchers), shall be compensated at time and one-half for hours worked on that day and will receive another day off with pay. Employees who are not part of a 24/7 operation who would normally not be required
to work on a holiday who are called in to work during that period of time which constitutes their normal work day will be entitled to equivalent time off for the hours worked during their normal work day period and will also be entitled to time and one-half for all hours worked on that day. Equivalent time off earned under this section before October 1st of a calendar year, must be used on or before December 31st of the same year. Equivalent time off earned between October 1st and December 31st of any calendar year, must be used on or before June 30th of the next succeeding calendar year. Use of equivalent time off must be approved by the Department Head.

SECTION 2.

The days prescribed by law for the observance of the following:

<table>
<thead>
<tr>
<th>Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
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<tr>
<td>Labor Day</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
</tr>
<tr>
<td>Columbus Day</td>
</tr>
<tr>
<td>Veteran's Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>President's Day</td>
</tr>
<tr>
<td>Day after Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
</tr>
<tr>
<td>Christmas Day</td>
</tr>
<tr>
<td>Independence Day</td>
</tr>
</tbody>
</table>

shall be observed as holidays, except when any such day falls on a Saturday, in which case it shall be observed on the preceding day which will be Friday; if the holiday falls on Sunday, it shall be observed on the succeeding day which will be a Monday. Columbus Day may be celebrated on the Monday of the week in years where the holiday actually falls on Tuesday, Wednesday or Thursday upon mutual agreement of the President of the Union and the Mayor of the City of Oneonta.

SECTION 3.

The following provisions for the accumulation and liquidation of holidays are applicable to employees covered by this Agreement who work a continuous operation schedule in the Water and Wastewater Treatment Plants, and may apply in part or whole to employees in the position of Civilian Dispatcher.

a.) A holiday, as described in Section 2 of this Article, shall be taken either thirty (30) days before, on, or within six (6) months of its occurrence.

b.) An employee covered by this Agreement shall be allowed to carry over one (1) holiday into the succeeding year.

c.) An employee covered by this Agreement shall be allowed to accrue up to three (3) holidays in any given period and may be permitted to take same on consecutive days, departmental conditions permitting.

d.) Employees covered by this Agreement shall have taken at least ten (10) holidays on or before December 31st of each year.

Exceptions to the provisions of Section 2 may be made only in the case of a bona fide emergency; such instance requires the signed authorization of the Department Head and the appointing authority.
ARTICLE XI
VACATIONS

SECTION 1.

The following vacation schedule will apply to members of the bargaining unit.

a.) Two (2) weeks or ten (10) working days after the completion of one (1) year of service up to and including five (5) continuous years of service.

b.) Three (3) weeks or fifteen (15) working days after the completion of five (5) continuous years of service up to and including fifteen (15) continuous years of service.

c.) Four (4) weeks or twenty (20) working days after the completion of fifteen (15) continuous years of service.

d.) One (1) extra day of vacation for every year of service after twenty (20) years of continuous service up to a maximum of twenty-five (25) days of vacation. For the purpose of this section, an employee’s anniversary date shall be defined as commencing with the date of his/her permanent appointment.

e.) Employees who are reinstated or reemployed within one (1) year from separation from City services will earn and accumulate vacation without a break in service for the purpose of calculating vacation entitlement.

SECTION 2.

No accumulation of vacation credits in excess of thirty (30) working days shall be permitted. The appointed authority shall notify the employee, in writing, of the total amount of his/her unliquidated credits when such credits total the equivalent of twenty (20) working days.

The time at which vacation may be drawn by an employee, covered by this Agreement, shall be subject to the prior approval of the Department Head.

SECTION 3.

Upon separation from service by resignation, retirement or death, an employee covered by this Agreement, or their estate or beneficiary as the case may be, shall be compensated in cash for their vacation credits not in excess of twenty-five (25) days.

SECTION 4.

After six (6) months of service, employees may be advanced one (1) week of vacation at the employee’s request and if allowable under department workload requirements.

SECTION 5.

Employees may sell up to five (5) vacation days once per year each year by giving notice to the Department Head prior to the first payroll period in December.
SECTION 6.

Vacations are to be scheduled subject to Department Head approval, which will not be unreasonably withheld.

ARTICLE XII
SICK LEAVE

SECTION 1.

Sick leave is absence with pay necessitated by illness or physical disability of the employee.

SECTION 2.

Employees covered by this Agreement shall earn sick leave credits at the rate of one-half (½) day per bi-weekly pay period and may accumulate such credits up to a total of one hundred and eighty (180) days, provided, however, that such employee shall not earn sick leave credits for any bi-weekly pay period unless he/she is at full-pay status for at least eight (8) working days during such bi-weekly pay period.

SECTION 3.

An employee covered by this Agreement on sick leave shall notify his/her Department Head or designee of such absence and the reason therefore on the first day of such absence and prior to the beginning of his/her work day; provided, however, that where the work is such that a substitute may be required, the appointing authority may require earlier notification, but not more than two (2) hours prior to the beginning of the employee's work day. Sick leave credits may be used in such units as the appointing authority may approve, but shall not be used as units less than one-half (½) hour.

SECTION 4.

Before absence for personal illness may be charged against accumulated sick leave credits, the appointing authority may require such proof of illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the department or agency, by a physician designated by the appointing authority. In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon the report of medical examination, the appointing authority finds that there is not satisfactory evidence of illness sufficient to justify the employees absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave privileges shall be cause for disciplinary action or dismissal.

The Department Head may require an employee who has been absent because of personal illness, prior to and as a condition of his/her return to duty, to be examined, at the expense of the department or agency, by a physician designated by the appointing authority, to establish that he/she is not disabled from the performance of his/her normal duties and that his/her return to duty will not jeopardize the health of other employees.
SECTION 5.

When approved by the appointing authority, the following types of absence up to a maximum of fifteen (15) days in a calendar year may be charged to sick leave:

1) Illness of the employee’s immediate family.
2) Personal visits to a doctor or dentist.
3) Absence for maternity reasons

Proof of the need for such absences satisfactory to the Department Head may be required.

An employee may request additional family sick leave by making such requests to the Department Head. If the Department Head affirmatively recommends the approval of the request, it will be forwarded to the City Council for final disposition.

SECTION 6.

The appointing authority may, at its discretion, advance sick leave credits to an employee absent due to personal illness who has exhausted his/her accumulated sick leave, vacation and overtime credits. Such advance sick leave credits shall be repaid as soon as practicable after the employee’s return to duty, from subsequent accumulation of time credits. The outstanding paid sick leave credits advanced to any employee under the provisions of this rule shall not at any time exceed a total of five (5) days.

Upon termination of the employee’s services, any such advance of sick leave not offset by subsequent accumulations of sick leave, vacation and overtime credits shall be deducted from salary or wages due to the employee.

SECTION 7.

The appointing authority may, at its discretion, grant sick leave at half-pay \( \frac{1}{2} \) for personal illness to a permanent employee having not less than five (5) years of service after all of his/her sick leave, vacation and overtime credits have been used; provided, however, that the cumulative total of all sick leave at half-pay \( \frac{1}{2} \) hereafter granted to any employee during his/her City service shall not exceed one pay period for each complete year of service.

SECTION 8.

Any employee who uses three (3) days or less of sick leave in any calendar year shall be entitled to the payment of a $100 bonus which shall not be added to base and shall not be cumulative in subsequent years.

SECTION 9.

The City and the Union have established a Sick Leave Bank. The purpose of this Sick Leave Bank will be to benefit those eligible employees who have, by virtue of a catastrophic illness, exhausted their sick leave.

Employees may become members of the bank after the employee has six (6) or more months of full-time service with the City and by banking two (2) of their own accumulated sick leave days with the bank upon their initial enrollment and one (1) additional day each year.
thereafter as deemed necessary by the board of review. Such donations shall be made by means of filing a signed Authorization Statement with the Personnel Director of the City no later than January 31st of each year.

**ARTICLE XIII**

**LEAVES OF ABSENCE**

**SECTION 1.**

An employee who is absent from duty because of Workers' Compensation injury, or disease, as defined by the Workers' Compensation Law, pending adjudication of his/her case, and while his/her disability renders him/her unable to perform the duties of his/her position, will be permitted to use accumulated sick leave.

If such employee is eventually awarded compensation by the Workers' Compensation Board for the period of his/her leave in which he/she utilized his/her accumulate sick leave, he/she shall turn over such award to the City, and then the employee will be credited with the value of said award in accumulated sick leave.

An employee who has exhausted his/her accumulated sick leave may apply for a leave of absence without pay, pursuant to Section 6 of this Article.

**SECTION 2.**

On proof of the necessity of jury service or attending court pursuant to subpoena or other order of the court, an employee shall be granted a leave of absence with pay by the appointing authority.

**SECTION 3.**

If an employee, who is not ill himself/herself, is required to remain absent, because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she shall be granted leave with pay for the period of this required absence, without charge, against accumulated sick leave, vacation or overtime credits.

Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his/her return to duty will not jeopardize the health of other employees.

**SECTION 4.**

The appointing authority shall grant any leave of absence, with pay, required by law.

**SECTION 5.**

A permanent employee may, at the discretion of the appointing authority, be granted a leave of absence from his/her position, without pay, for a period not exceeding eleven (11) months. For the purpose of this rule, time spent in active service in the military forces of the United States of America or the State of New York shall not be considered in computing the period of leave.
SECTION 6.

Where a leave of absence without pay has been granted for a period which aggregates eleven (11) months, a further leave of absence without pay shall not be granted unless the employee returns to his/her position and serves continuously therein for six (6) months immediately preceding the subsequent leave of absence.

ARTICLE XIV
RETIREMENT PLAN

SECTION 1.

The City does hereby elect to provide the Career Retirement Plan of Section 75-g and 41j of the Retirement and Social Security Law as presently or hereafter amended, for employees of participating employers.

SECTION 2.

Upon retirement only, the Employer will pay in a lump sum any accumulated sick leave days over one hundred and sixty-five (165) days, but not in excess of one hundred and eighty (180) days.

ARTICLE XV
HEALTH INSURANCE COVERAGE

SECTION 1.

The employer will provide Blue Preferred PPO with a $5/$10 drug co-pay for calendar year 2009. Beginning January 1, 2010, the prescription drug coverage shall be $10/$25/$40, as well as a mail order program for maintenance drugs.

Effective on the dates shown below, employees shall contribute towards the cost of health insurance as follows:

January 1, 2009

Using same formula in effect for 2008.

January 1, 2010

5% of premium capped as follows:
$50.00/month for individual coverage
$100/month for two-person coverage
$110/month for family coverage

SECTION 2.

The employer will have the right to change carriers or to become self insured if the benefits are comparable to the benefits offered in the Blue PPO Plan. If the employer desires to change the carrier or to become self insured the union shall be given a minimum of three (3) months written notice. Failure of the union to agree that the change will result in comparable
benefits will permit the union to file for arbitration within thirty (30) calendar days of notice of change to the union. Failure to file for arbitration within thirty (30) days shall be an acceptance by the union that benefits are comparable. For the purposes of this section, comparability shall mean viewing the substituted plan as a whole. Some specific benefits may be "better" than those in the Blue Preferred PPO and some specific benefits may be "not as good" as the benefit levels in the Blue Preferred PPO, but taken as a whole the substituted plan is "comparable" to the Blue Preferred PPO.

SECTION 3.

Effective July 1, 2006, the City will provide and pay the full cost for individual coverage the CSEA Employee Benefit Fund plans known as:

- Platinum 12 Vision
- Horizon Dental

Employees who elect family coverage will be responsible for the payment of the difference between individual and family coverage.

SECTION 4.

The employer agrees to continue to pay eligible employees who "buy out" health insurance coverage an annual payment as follows:

- Individual Coverage $750.00
- 2-person Coverage $1,000.00
- Family Coverage $1,500.00

SECTION 5.

A Section 125 Internal Revenue Code Plan for health insurance will be provided by the employer.

ARTICLE XVI
RETIREE HEALTH INSURANCE

A. All employees whose full-time hire date in the City of Oneonta was before December 15, 2008, shall be provided health insurance as a post-employment benefit for themselves and their eligible dependents until they become Medicare eligible, which insurance shall be comparable to that provided to members of the CSEA bargaining unit which the City and CSEA acknowledge can be changed through the negotiating process between the City and CSEA from time to time. Post Medicare eligibility-age coverage will include a Medicare supplemental plan with prescription drug coverage. The aforementioned coverages shall be subject to the following:

1. The employee was a full-time employee of the City of Oneonta for a minimum of ten (10) years and retired directly from the City in accordance with a New York State and Local Employees' Retirement System Plan, or
2. The employee was a full-time employee who became disabled as a result of an accident and was awarded an accidental disability retirement by the New York State and Local Employees’ Retirement System, or

3. The employee was a full-time employee with 15 or more years of service who became disabled while employed by the City, and was awarded an ordinary disability retirement by the New York State and Local Employees’ Retirement System.

4. If the retiree obtains employment, and as a result of that employment the retiree is eligible for health insurance coverage, the retiree is requested to notify the City to discuss buy-out options. The City will inform the retiree of the restrictions to health insurance plan re-entry, if any.

5. If the retiree’s spouse has access to health insurance coverage for the retiree, the retiree is requested to notify the City to discuss possible buy-out options. The City will inform the retiree of the restrictions to health insurance plan re-entry, if any.

6. The retiree (both service and disability) shall contribute toward health insurance premiums, prescription drug and Medicare supplemental health insurance premiums, at the same rate of contribution in effect for such employee on the date of the employee’s retirement subject to caps of $50 per month for single coverage, $100 per month for two-person coverage, and $110 per month for family coverage. The City will pay the balance of all such premiums but shall not be responsible for any premiums for Medicare plans. Medicare premiums are the responsibility of the retiree.

7. A retiree with less than ten (10) years of full-time service to the City on the date of their retirement shall contribute toward health insurance premiums, prescription drug and Medicare supplemental health insurance premiums, at the same rate of contribution in effect on the date of their retirement or 5% of the premium, whichever is higher subject to caps of $50 per month for single coverage, $100 per month for two-person coverage, and $110 per month for family coverage. The City will pay the balance of all such premiums of these plans but shall not be responsible for any premiums for Medicare plans. Medicare premiums are the responsibility of the retiree.

8. Employees who retire between January 1, 2008 and February 1, 2008 shall contribute at the same rate of contribution in affect at retirement, uncapped, for a three (3) year period commencing with their date of retirement. There shall be no contribution subsequent to 2/1/2011. Any employee who retired between February 2, 2008 and the ratification date of this Agreement shall be subject to the terms and conditions of Section A of this Agreement.

9. Upon the death of a retiree, the City shall continue to provide the spouse and eligible dependents coverage subject to the rate of contribution in effect for the retiree at the time of death for a period of one (1) year, and thereafter subject to a contribution by the survivor(s) that equals 100% of the total premium, except for that portion of the premium attributable to prescription drug coverage which the survivor will pay 50% of the cost and the City will pay 50% of the cost until such time as the survivor(s) becomes eligible to enroll in Medicare. Thereafter coverage will be provided subject to a 100% premium contribution from the survivor. Upon reaching Medicare eligibility age, any coverage will be subject to a 100% premium contribution from the survivor(s).
10. A retiree or survivor shall be allowed to re-enter the City's group health insurance program, unless the plan document prohibits reentry, subject to the applicable rate of contribution for the retiree as determined by paragraph 6, 7, or 8 above, if for any reason he/she had chosen not to participate.

11. The City retains the ability to modify City provided post Medicare health coverage. The City agrees that before making changes (those over which the City has control), to this plan, it will meet and confer with CSEA regarding those changes.

B. All CSEA bargaining unit members whose full-time date of hire in the City of Oneonta was on or after December 15, 2008 shall be provided, in retirement, with health insurance coverage which insurance shall be comparable to that provided to members of the CSEA bargaining unit with which the City and CSEA acknowledge can be changed through the negotiating process between the City and CSEA from time to time. Post Medicare eligibility-age coverage will include a Medicare supplemental plan with prescription drug coverage. The aforementioned coverages shall be subject to the following:

1. The City's obligation to provide coverage, if any, shall continue for a period of twenty (20) years from the date of the employee's retirement, subject to the following:

2. The employee was a full-time paid employee of the City of Oneonta for twenty (20) years and retired directly from the City in accordance with a New York State and Local Employees' Retirement System, or

3. The employee was a full-time employee who became disabled while employed by the City and as a result received an accidental disability retirement from the New York State and Local Employees' Retirement System, or

4. The employee was a full-time employee with the City for 15 or more years of service who became disabled while employed by the City and received an ordinary disability retirement from the New York State and Local Employees' Retirement System.

5. If the retiree obtains employment, and as a result of that employment the retiree is eligible for health insurance coverage, the retiree is requested to notify the City to discuss buy-out options. The City will inform the retiree of the restrictions to health insurance plan re-entry, if any.

6. If the retiree's spouse has access to health insurance coverage for the retiree, the retiree is requested to notify the City to discuss possible buy-out options. The City will inform the retiree of the restrictions to health insurance plan re-entry, if any.

7. A retiree shall be allowed to re-enter the City's group health insurance program, unless the plan document prohibits re-entry, subject to the applicable rate of contribution for the retiree as determined by paragraph B.8 if for any reason he/she had chosen not to participate.
8. A service retiree with twenty (20) years of service or more to the City shall contribute toward health insurance premiums, prescription drug premiums and Medicare supplemental health insurance premiums as follows:

<table>
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<tr>
<th>Years of Full-Time Paid Service to the City</th>
<th>City's Premium%</th>
<th>Retiree's Premium %</th>
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</thead>
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<tr>
<td>20</td>
<td>80%</td>
<td>20%</td>
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<td>15%</td>
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<tr>
<td>30</td>
<td>90%</td>
<td>10%</td>
</tr>
<tr>
<td>35</td>
<td>95%</td>
<td>5%</td>
</tr>
</tbody>
</table>

9. A disability retiree with less than twenty (20) years of service will contribute as though they had twenty years of service in accordance with the schedule in paragraph B.8 above. If the disability retiree had more than twenty years of service at the time of retirement, they will contribute in accordance with the schedule set forth in paragraph B.8 above.

10. At the time a retiree becomes Medicare eligible, the retiree will be responsible for the payment of all Medicare premiums and the City’s obligation for the payment of Medicare supplemental insurance and prescription drug coverage shall be in accordance with the schedule set forth in paragraph B.8 above until twenty years from the date of retirement has lapsed, at which time the City’s obligation for coverage shall end.

11. If the death of a retiree occurs before twenty (20) years has elapsed from the date of retirement, the City will continue to provide coverage to the retiree's spouse and eligible dependents subject to the rate of contribution for the retiree for a period of one year, and thereafter (up to twenty (20) years from the date of retirement) subject to a contribution by the survivors that equals 100% of the total premium except for that portion of the premium applicable to prescription drugs, whereby the survivors and the City will each pay 50% of the premium applicable thereto. All survivor coverages terminate after twenty (20) years from the date of the retiree's retirement.

12. A retiree shall be allowed to re-enter the City's group health insurance program, unless the plan document prohibits re-entry, subject to the applicable rate of contribution for the retiree as determined by paragraph B.8 above, if for any reason he/she had chose not to participate.

13. The City retains the ability to modify City provided post Medicare health coverage. The City agrees that before making changes (those over which the City has control), to this plan, it will meet and confer with CSEA regarding those changes.
ARTICLE XVII
GRIEVANCE PROCEDURE

SECTION 1. – PURPOSE

It is the desired objective of the parties to encourage the prompt and informal resolution of employee's complaints in relation to the provisions of this Agreement as they arise, and to provide recourse to orderly procedure for the satisfaction of such grievances.

SECTION 2. – DEFINITIONS

a.) Grievance, as used in the Agreement, shall mean a complaint or request of an employee or the Union which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

b.) “Days” shall mean calendar days.

SECTION 3.

Except with the right to present an individual grievance, as expressly set forth in this Article, the Union shall, in the redress of grievances, be the exclusive representative of the aggrieved person, and only the Union shall have the right to assist in any such grievance.

SECTION 4. – GRIEVANCE PROCEDURE

Level 1 - Department Head

A grievance shall be filed, in writing, with the Department Head. The aggrieved person may:

a.) Discuss the grievance with the Department Head in the presence of the Union representative.

b.) Request the Union representative to act on the aggrieved person's behalf.

Failure to present a grievance within thirty (30) calendar days after the occurrence of the claimed grievable event shall result in a waiver of all rights involved. The Department Head shall, within seven (7) days after the presentation of the written grievance, make a decision and communicate the decision and reasons therefore, in writing, to the employee presenting the grievance, to the Union, and to the Mayor or designee.

Level 2 - Review by Mayor or Designee

If the aggrieved person is not satisfied with the decision arrived at under Level 1, the aggrieved person may, within five (5) days after receipt of the Department Head's decision, request, in writing, the Mayor or designee to review the matter. Such request shall include, among other things, a summary of the grievance and a statement of why the determination at Level 1 was unsatisfactory. The Mayor or designee shall meet with the aggrieved person, and with the aggrieved person's Union representative, at a mutually convenient time within seven (7) days after the presentation of the request for review to the Mayor or designee. Such meeting shall be an attempt to resolve the grievance. Within seven (7) days after such a meeting, the
Mayor or designee shall make a written decision setting forth statements of fact, conclusions, and reasons for such conclusions. A copy of such decision shall be given to the aggrieved person and to the **Union**.

**Level 3 – Arbitration**

The Union may within ten (10) days of receipt of the decision at Level 2 file a Demand for Arbitration with the Public Employment Relations Board in accordance with the Rules and Procedures of the Public Employment Relations Board. The parties shall designate an arbitrator pursuant to the Rules of the Public Employment Relations Board. Arbitration hearings shall be closed and no news releases shall remain concerning the hearing. The decision of the arbitrator shall be issued within thirty (30) days from the date of the close of the hearing or as soon thereafter as is practicable. The arbitrator shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which shall be violative of the terms of this agreement. The decisions of the arbitrator shall be final and binding upon all parties. The arbitrator's fees and expenses shall be shared equally by the Union and the City.

Employees who are not eligible to be covered by Section 75 of the Civil Service Law and have two (2) or more years of service may file a grievance if they are dismissed from employment. The grievance shall be limited to steps 1 and 2. The decision of the Mayor or his/her designee shall be binding and final on all parties.

**ARTICLE XVIII**

**NO DISCRIMINATION**

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

**ARTICLE XIX**

**SAVING CLAUSE**

**SECTION 1.**

If any article or part thereof of this Agreement or any addition thereto 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 this Agreement or additions thereof 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 the purposes of negotiating a satisfactory replacement for such article or part thereof.
ARTICLE XX
LEGISLATIVE ACTION

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 PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE XXI
SENIORITY

SECTION 1.

Seniority, as used in this Agreement, shall be length of permanent full-time City service without a break in service of more than one (1) year.

Seniority shall be considered in matters of promotion within non-competitive class and labor class positions.

For the purpose of settling disputes among members covered by this Agreement, seniority shall prevail in matters of shift vacancies, selection of days off and vacation scheduling within a department. This resolution shall be subject to the need of that department and upon the approval of the Department Head. Such approval shall not be unreasonably withheld.

Seniority shall prevail in the event of lay-offs of non-competitive and labor class employees covered by this Agreement.

ARTICLE XXII
DAMAGED PERSONAL PROPERTY

Damaged personal property shall be defined specifically as wrist watches, prescription glasses, including frames, which will be replaced at the following maximum amounts where the damage is not through the fault or liability of the employee.

A. Wrist Watches $50.00
B. Prescription Lenses and Frames $200.00

It is agreed and understood that replacements will be authorized only when it can be substantiated that all safety equipment was work and/or in use.

ARTICLE XXIII
LABOR MANAGEMENT COMMITTEE

The purpose of this Article is to foster a harmonious working relationship. The Employer and the Union shall establish a joint Labor-Management Committee to facilitate
better communication and improved labor-management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems.

The Committee shall consist of four (4) members appointed annually. The Mayor shall appoint two (2) individuals to represent the Employer and the President of the Union shall appoint two (2) members to represent the Union.

The Committee shall endeavor to meet on a regular basis. The Committee shall also convene within ten (10) working days upon written request of either party.

ARTICLE XXIV
POSTING JOB VACANCIES

SECTION 1.

The Employer agrees to post notices in City Hall, Central Garage, Public Works Garage, Water Plant, Wastewater Plant, Police Department and Recreation Department of vacancies at least ten (10) working days and send copies of notices to the Union President.

SECTION 2.

The Employer will send the President of the Union copies of all local Civil Service examination announcements regarding bargaining unit positions.

ARTICLE XXV
PERSONAL LEAVE

Employees covered by this Agreement will receive three (3) personal leave days annually. Personal leave must be taken before the end of each calendar year and is not cumulative. Personal leave shall be subject to the Department Head’s prior approval. An employee shall be compensated for all unused personal leave upon retirement or resignation.

ARTICLE XXVI
STANDBY/ON-CALL COMPENSATION

Employees who are required by the employer to remain in “standby/on-call status” outside of their regular hours of employment shall be compensated at the rate of one dollar ($1.00) per hour for all hours which are part of the standby assignment. If the employee is called out during the standby/on-call period and receives additional compensation for the callout, the employee will still continue to be paid standby/on-call compensation during the period of callout. The employer may assign a pager, a cell phone, or other communications device to employees who are required to be on standby/on-call.
ARTICLE XXVII
BEREAVEMENT LEAVE

SECTION 1.
Up to five (5) days bereavement leave may be taken as a result of the death of a member of an employee's immediate family. Immediate family shall be defined as the employee's spouse, child, step child, brother, sister, or parent.

SECTION 2.
Employees shall be allowed three (3) days of bereavement leave for the death of a father or mother-in-law, a son or daughter-in-law, a brother or sister-in-law, a grandparent or grandparent-in-law, and for any relative residing in the employee's household.

ARTICLE XXVIII
TOOL ALLOWANCE

The employer agrees to reimburse mechanics who are required to maintain their own set of tools on behalf of the Employer, up to the amount shown below for tool replacement according to the following schedule.

- January 1, 2009 - $300 per year.
- January 1, 2010 - $350 per year.
- January 1, 2011 - $400 per year.
- January 1, 2012 - $450 per year.

The employer will establish a procedure whereby the tool allowance will be reconciled twice per year.
ARTICLE XXIX
DURATION

This Agreement shall become effective January 1, 2009 and shall continue in full force and effect until December 31, 2012.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives on the 20th day of December, 2010.

FOR THE UNION

Gerald Phelan
Thomas Pondolfino, Unit President
Linda Stiefel, Unit Vice President
Terry Stiefel, Team Member
Michael Miller, Unit Secretary

FOR THE EMPLOYER

Richard P. Miller, Jr., Mayor
APPENDIX A
CLASSIFICATION PLAN

GRADE 1
Clerk
Cleaner
Laborer

GRADE 2
Custodial Worker
Keyboard Specialist
Transcriptionist

GRADE 3
Account Clerk
Account Clerk/Typist
Data Entry Machine Operator
Parking Enforcement Officer
Accounts Payable Technician
Customer Service Representative

GRADE 4
Bus Driver
Maintenance Workers
Senior Clerk
Senior Keyboard Specialist

GRADE 5
Senior Account Clerk
Senior Account Clerk Typist
Senior Data Entry Machine Operator

GRADE 6
Auto Parts Storekeeper
Civilian Dispatcher
Custodian
Motor Equipment Operator
Ordinance Inspector
Wastewater Treatment Plant Operator Trainee
Water Treatment Plant Operator Trainee

GRADE 7
Automotive Mechanic
Building Maintenance Mechanic
Groundskeeper
Senior Bus Driver
Wastewater Distribution Maintenance Mechanic
GRADE 8
Water Treatment Plant Operator
Wastewater Treatment Plant Operator

GRADE 9
Carpenter
Head Custodian
Heavy Equipment Operator
Wastewater Treatment Plant Operator II
Water Distribution Maintenance Mechanic
Water Treatment Plant Operator II
Water Treatment Plant Maintenance Mechanic

GRADE 10
Laboratory Technician
Senior Automotive Mechanic
Senior Civilian Dispatcher

GRADE 11
Head Automotive Mechanic
Working Supervisor

GRADE 12
Laboratory Director

GRADE 13
Senior Water Treatment Plant Operator
Senior Wastewater Treatment Plant Operator
# APPENDIX B

## SALARY SCHEDULE

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29
APPENDIX C

ALCOHOL AND DRUG TESTING PROCEDURES
(Non-Transit Employees)

Section 1. FHWA Regulation

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 and Employer, 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, 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 Transit Administration regulations, 49 CFR Parts 653 and 654, as they pertain to employees operating non-revenue service vehicles which are required to be operated by a holder of commercial driver's 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 Regulation: 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 and Drug Information: The Employer shall provide detailed educational material to each covered employee, which explains the requirements of the Federal Regulations. At a minimum, the materials shall include detailed information which meet the requirements of 49 CFR Part 382, 601(b), Part 654.71(b) and Part 653.25, including, but not limited to: (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug test; (6) an explanation of what constitutes a refusal to submit to alcohol and controlled drug test and the attendant consequences; (7) the requirement that an employee be removed immediately from safety-sensitive functions and the
provisions for referral, evaluation, and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of alcohol or prohibited drugs; (10) the procedure to protect the employee and the integrity and the validity of the test; (11) the effects of the misuse of alcohol and use of prohibited drugs; and (12) the person designated by the Employer to be contacted for questions and/or additional information.

3.3 **Required Tests:** The Employer shall provide a detailed 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.

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

4.1.3 The person designated to make the determination of reasonable suspicion shall not administer the test.

4.1.4 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.

4.1.5 Each alcohol test shall be reviewed by the Employer's designee to ensure compliance with all procedures set forth in this MOA as well as all Federal Regulations, including the validity of the test.

4.2 **Tests for Prohibited Drugs:**

4.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified NIDA laboratories.

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 MRO shall immediately inform the employee of the result and notify the employee of the 72 hour time period to request that split specimen be sent to another certified lab for testing in accordance with the procedures set forth in 49 CFR Part 40, Sections 40.25 (f) (10) (ii), 40.29 (b) (2) (3), and 40.33 (f).
4.2.4 Visual Observations 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 Each drug test shall be reviewed by the Employee's designee to ensure compliance with all procedures set forth in this Memorandum of Agreement as well as all Federal Regulations, including the validity of the test.

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. Should the employer join a consortium, the employer agrees, that as the Employer's agent, the consortium will not test more than the required percentage of employees as determined by the annual rate of positive tests.

5.2 Random Drug Tests: The Employer shall not administer random drug 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. Should the employer join a consortium, the Employer agrees, that as the Employer's agent, the consortium will not test more than the required percentage of employees as determined by the annual rate of positive tests.

5.3 Union Observation: During Random tests of bargaining unit members covered by federal regulations, the Union may be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to notify the Union of random tests. The City will not unreasonably deny the union's request to observe testing.

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 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, if possible, to duties within the employee's job description, which do not require the performance of safety-sensitive functions. If this is not possible, the employee shall be given duties outside of the employee's job description. If there are no
such duties available or the employee is unable to perform alternative duty he/she may be sent home without loss of pay or leave credits. The employee shall not be subject to any 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 a minimum of two 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 may whenever possible attend a refresher course each year on the physical, behavioral, speech, and performance indicators of probable misuse of alcohol or use of prohibited drugs. The employer shall notify the Unit when such a refresher or training session is scheduled.

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 counselor 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.

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 Except for employees assigned to on call status, the employee shall be provided the opportunity to acknowledge the use of alcohol and the inability to perform the employee's safety-sensitive function at the time the employee is called to report for duty. Such employee shall not be assigned to a safety-sensitive function nor subjected to an alcohol test or any disciplinary action.

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 may make a 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: If 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 may 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 full 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 shall 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.

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 may 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 10. Referral, Evaluation and Treatment

10.1 Designation of Substance Abuse Professional: The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drugs-related disorders. The Employer shall select the substance abuse professional with concurrence from the Union.

10.2 Employee Assistance Program: The Employer shall make available and adequately fund an Employee Assistance Program capable of evaluating and resolving problems associated with the misuse of alcohol and use of prohibited drugs.
10.3 Rehabilitation Program: The Employer shall make available a rehabilitation program through established health insurance programs. The employee shall be responsible for any additional costs for and associated with any treatment program in which the employee participates.

10.3.1 Any costs involving the use of a Substance Abuse Professional under the regulations shall not be borne by the Employer, unless mutually agreed upon by both parties to this MOA.

10.4 Leave of Absence: A leave of absence will be allowed for treatment on an in-patient or out-patient basis. While on leave of absence, the employee may use accumulated sick leave credits, holidays and other accrued leave time up to the limits set forth in the Collective Bargaining Agreement or other applicable laws, rules or regulations, including any discretionary leave rights. Otherwise the leave of absence shall be without pay. Nothing herein shall be construed to diminish any rights, which may apply under the ADA, FMLA or other relevant laws.

10.5 Limited Duty: If an employee chooses to participate in an out-patient rehabilitation program and does not take a leave of absence, 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 or to another position which does not require the performance of safety-sensitive functions.

10.6 Return to Work: Reinstatement to the employee's position or an equivalent position may occur only upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent shall be made by the Chief Executive Officer after consultation with the Substance Abuse Professional.

Section 11. Follow-up Testing

11.1 Frequency: In accordance with the Federal Regulations, the number and frequency of follow-up tests shall be 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 of follow-up testing shall not in any event exceed sixty months from the date of the employee's return to duty.

11.2 During Follow-up Tests: The employee shall be advised of the employee's right to have legal counselor 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. Disciplinary Procedure:

12.1 Discipline:

12.1.1 If, as a result of a positive test, the Employer believes that incompetence or misconduct exists, then correction and progressive discipline may be sought. Time in service and prior offenses, or lack thereof, may be considered in determining appropriate penalties to be sought.

12.1.2 The employee shall be served with a written notice of the proposed disciplinary action and given an opportunity to discuss the matter with a Union Representative or an attorney prior to the implementation of the action. Said notice of disciplinary action will be given, simultaneously, to the employee union representative. The Employer must comply with all Local, State and Federal
mandates regarding the discipline and discharge of City workers. Employees who are charged with a violation of the Drug and Alcohol Policy shall be afforded the protection of the applicable Civil Service Law (i.e. Section 75) and are not covered by the grievance procedure contained in the agreement between the City and CSEA.

12.2 Appeal of Proposed Disciplinary Action:

12.2.1 If either the Union or the employee disagrees with the proposed discipline, the Union or employee may submit the matter, in writing, to the Mayor. The response must be submitted, in writing, within ten (10) workdays from receipt of the notice of discipline.

12.2.2 Within five (5) workdays after receiving the employee response, the Mayor shall meet with the employee and, if the employee requests, the employee's attorney or the designated representative of the Union. Within five (5) days after said meeting, the Mayor shall issue a written response which shall be sent to the employee and simultaneously to the to the employee representative, if applicable.

12.3 Hearing

12.3.1 If the employee or the Union is not satisfied with the response of the Mayor, the City will commence a Section 75 hearing to decide the matter. The employee or Union will request such a hearing in writing within five (5) workdays of the Mayor's response.

12.4 Method of Service: All disciplinary documents and notices shall be sent by certified mail, return receipt requested.

Section 13. Previous Policies and Procedures

13.1 Any procedure pertaining to alcohol and prohibited drugs, as they pertain to the same employees covered by the Federal regulations, shall be superseded by the procedures set forth by the Federal regulations and this Memorandum of Agreement. The Employer shall promulgate a new alcohol and drug policy pursuant to Section 3.1, above, within sixty (60) days following execution of this Memorandum of Agreement.

Section 14. Copies of Agreement

14.1 The Employer shall provide all affected employees with a copy of this Memorandum of Agreement, at no cost.

14.2 The Employer shall provide each new affected employee with a copy of this Memorandum of Agreement, at no cost, on the employee's first day of work.

Section 15. Savings Clause

15.1 In the event that any portion of this Memorandum of Agreement should be found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, but the remainder of this Memorandum of Agreement shall continue in full force and effect, unless that would lead to unjust or impractical results.

15.2 Upon the issuance of such a decision, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such portion of this Memorandum of Agreement involved.
IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed by their respective representative on _____________, 2007

THE EMPLOYER

________________________________________

DATE

THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC. LOCAL 1000,
AFSCME, AFL-CIO

________________________________________

DATE
POLICY

Oneonta Public Transit is dedicated to providing safe, dependable and economical transportation services to our transit system passengers. Oneonta Public Transit’s employees are our most valuable resource and it is our goal to provide a safe, satisfying working environment, which promotes personal opportunities for growth. In meeting this goal it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

Oneonta Public Transit’s Substance Abuse Policy was originally approved and adopted by The City of Oneonta’s Common Council on 4/06/93 and became effective 4/06/93. A copy of the signed adoption by the Common Council is attached to this policy. Anytime this policy is amended or updated due to changes in Federal regulations in the future, the policy will contain the date, proof of adoption of the amended policy by the Common Council and the date the amended policy, or portion thereof, became effective.

PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, which mandate urine drug testing and breath alcohol testing for safety-sensitive positions and which prohibit performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, “The Drug-Free Workplace Act of 1988.” This policy incorporates those requirements for safety-sensitive employees and others when so noted.

1.) APPLICABILITY

a.) This policy applies to all transit system employees; paid part-time employees, contract employees and contractors when performing any transit-related safety-sensitive duties or when they are on transit property. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contract employees are governed by this policy while on transit premises and will not be permitted to conduct transit business if found to be in violation of this policy.

b.) A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), dispatch and maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, and any other employee or volunteer who perform duties requiring a CDL and/or performs a safety sensitive function and receives remuneration in excess of their actual expenses. Supervisors performing any of
the above-described functions are considered to be safety-sensitive employees. Participation in The Company’s Substance Abuse Program as stated in this policy is a condition of employment.

c.) All positions at Oneonta Public Transit were reviewed for safety-sensitive duties to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. The following positions were determined to be safety-sensitive:

Drivers; Dispatchers; and Mechanics

2.) PROHIBITED SUBSTANCES

“Prohibited substances” addressed by this policy include the following:

a.) Illegally Used Controlled Substances or Drugs

i.) Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration that is found to impair mental functioning, motor skills or judgment. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

b.) Legal Drugs

i.) The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates the mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought by the employee, as appropriate, regarding the affect on the ability to perform work-related duties.

ii.) A legally prescribed drug means that the individual has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. It must include the patient’s name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing transit business is prohibited.

c.) Alcohol

i.) The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance, which causes alcohol to be present in the body while performing transit business, is prohibited.

3.) PROHIBITED CONDUCT

a.) Manufacture, Trafficking, Possession, and Use

i.) Transit System employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances on transit authority premises, in transit vehicles, in uniform, or while on transit authority business. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.
b.) **Intoxication/Under the Influence**

i.) Any safety sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from safety sensitive job duties pending an investigation and verification of condition. Employees who fail to pass a drug or alcohol test shall be removed from duty immediately, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) and subject to disciplinary action, up to and including termination. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

c.) **Alcohol Use**

i.) No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.02 or greater. No safety sensitive employee shall use alcohol while on duty, in uniform, while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. No safety-sensitive employee shall use alcohol within four hours of reporting for duty, or during the hours that they are on call. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination.

4.) **COMPLIANCE WITH TESTING REQUIREMENTS**

a.) All safety-sensitive employees will be subject to urine drug testing anytime while on duty and alcohol testing only just prior, during and just after the performance of safety-sensitive duties. The alcohol testing may be done using breath or saliva for the screening test. All confirmation tests for alcohol must be done using an Evidential Breath Testing Device. Any safety sensitive employee who refuses to comply with a request for testing shall be removed from duty immediately, informed of educational and rehabilitation programs available, and referred to a SAP. Any safety sensitive employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection.

b.) **Refusal to Test**

Refusal to comply with drug and alcohol testing requirements can include an inability to provide sufficient urine specimen or breath samples without a valid medical explanation, verbal declaration of refusal, obstructive behavior, refusal to sign the drug testing custody and control form or Step #2 on the alcohol testing form, leaving the scene of an accident, without a valid reason, before drug and alcohol testing have been completed, or physical absence. Physical absence includes not reporting at all for testing when directed by the employer or reporting for testing more than a half an hour late for a scheduled appointment. Refusal to test is considered a positive test and will result in immediate removal from duty and referral to a SAP.

5.) **TREATMENT REQUIREMENTS**

a.) All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Having been found in violation of this policy, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with Oneonta Public Transit's requirements for treatment, after-care, or return-to-duty may be subject to disciplinary action, up to and including termination. The cost of any treatment or rehabilitation services will
be paid for directly by the employee or their insurance provider. Eligible employees will be allowed to take accumulated sick leave and/or vacation leave to participate in the prescribed rehabilitation program.

6.) **NOTIFICATION OF CRIMINAL DRUG CONVICTION**

a.) All employees are required to notify the transit system of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision may result in disciplinary action, up to and including termination.

7.) **PROPER APPLICATION OF THE POLICY**

a.) Oneonta Public Transit is dedicated to ensuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including dismissal.

8.) **TRAINING FOR SAFETY-SENSITIVE EMPLOYEES & SUPERVISORS**

a.)

i.) All safety-sensitive employees shall receive a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment and indicators of prohibited drug use.

ii.) Supervisors responsible for making the decision to reasonable suspicion test must receive a minimum of 60 minutes of training on drug and 60 minutes of training on alcohol information regarding the physical, behavioral, speech and performance indicators of probable drug and alcohol use.

b.) **TESTING PROCEDURES**

i.) Analytical urine drug testing and breath testing for alcohol may be conducted when circumstances warrant and as required by Federal regulations. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted according to the procedures put forth in 49 CFR Part 40, as amended, including, picture identification of the employee, Federal Drug Custody and Control Form with unique specimen identification number completed by a trained collection site person who insures that the Custody and Control Form is completed correctly and signed and certified by the donor, collection of Split Sample specimens that are sealed and initialed by the donor.

ii.) The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen, called an immunoassay test, will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.
In instances where there is a reason to believe an employee is abusing a substance that impairs mental functioning, motor skills or judgment, other than the five drugs listed above, Oneonta Public Transit reserves the right to request a separate sample and to test for additional drugs under Oneonta Public Transit’s own authority using standard laboratory testing protocols.

iii.) The integrity of the alcohol testing process is insured by picture identification of the employee, use of a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing Device (EBT) that displays and prints unique sequential numbers and is capable of producing 3 copies of the test result. The test is administered by a certified Breath Alcohol Technician (BAT) who is “trained to proficiency” in the operation of the EBT being used. The BAT completes a Federal Breath Alcohol Testing form and insures that it is signed by the donor. The employee shall be provided with written instructions prior to specimen collection for drug testing. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater, but less than 0.04 will immediately be removed from his/her safety-sensitive duties for a minimum of 8 hours or the start of the employee’s next regularly scheduled duty period, but not less than 8 hours or until a retest results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 655 for safety-sensitive employees. Alcohol testing will only be done just prior to, during, or just after a safety-sensitive employee’s shift.

iv.) Screening Test Technicians (STT) may be used to perform alcohol screening tests (saliva or breath), however, an EBT operated by a BAT must be used for confirmation of an alcohol test.

v.) Any safety-sensitive employee that has a confirmed positive drug or alcohol test will be immediately removed from their duties, informed of educational and rehabilitation programs available and referred to a Substance Abuse Professional (SAP) for an evaluation and assessment. A positive drug and/or alcohol test will result in disciplinary action, up to and including termination.

9.) EMPLOYEE REQUESTED TESTING

i.) Any safety-sensitive employee who questions the results of a required drug test may request that an additional test be conducted. This test must be conducted at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. The employee pays all costs for such testing unless the result of the split sample test invalidates the result of the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee’s request for split sample testing must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. The MRO must direct the laboratory in writing to send the split sample with appropriate copies of the chain of custody form and a copy of the MRO’s request for testing to another DHHS certified laboratory. Requests after 72 hours will only be accepted if the delay was due to documented facts that were beyond the control of the employee.

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10.) **TYPES OF DRUG & ALCOHOL TESTING EVENTS**

a.) **Pre-Employment Drug Testing**

i.) All safety-sensitive position applicants shall undergo urine drug testing immediately following the offer of employment into a safety-sensitive position or before transferring into a safety-sensitive position. Receipt by Oneonta Public Transit of a negative drug test result is required prior to performing safety-sensitive duties.

ii.) If the test is cancelled the applicant must retake and pass a drug test before performing safety-sensitive duties.

If a safety-sensitive employee returns to safety sensitive duties that has been off for more than 90 days and has not remained in the random pool, must pass a Pre-Employment test before resuming duties.

When a covered employee or applicant has previously failed a pre-employment drug test, the employee must present to the employer proof of successfully having completed a referral, evaluation and treatment plan as described in Sec. 655.62

iii.) If otherwise qualified, an individual with permanent or long term disabilities that directly render them unable to provide an adequate urine specimen will be able to perform safety-sensitive duties despite their inability to provide urine during a pre-employment test. The MRO will determine long-term inability to provide urine by medical examination and consultation with the employee's physician.

b.) **Reasonable Suspicion Testing**

i.) All safety-sensitive employees may be subject to urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral must be made by a supervisor, trained in the signs and symptoms of drug and alcohol use, who has personally observed and documented objective facts and circumstances which are consistent with the short-term effects of substance abuse. The criteria for a reasonable suspicion test must be based on contemporaneous, articulable, observations concerning the appearance, behavior, speech or body odor of the safety-sensitive employee. A supervisor making the decision to reasonable suspicion test may not act as the STT or BAT for that test.

Once the decision to reasonable suspicion test is made, the employee will be removed from safety-sensitive duties until the test results are received. The employee will be escorted to the collection site by the supervisor or another transit employee.

c.) **Post Accident Testing**

i.) Post accident testing of safety-sensitive employees involved in an accident with Oneonta Public Transit’s vehicle (regardless of whether or not the vehicle is in revenue service) is mandatory for accidents where there is loss of life and for nonfatal accidents if, 1) an individual involved in the accident immediately receives medical treatment away from the scene of the accident, or 2) one or more vehicles involved in the accident incurs disabling damage (damage which precludes the departure of a motor vehicle from the scene of an accident in it usual manner in daylight after simple repair) requiring transportation from the scene by tow truck or other vehicle; or if the mass transit vehicle is a rail vehicle or vessel that is removed from revenue service.

ii.) When there is loss of human life, each surviving safety-sensitive employee on duty in the mass transit vehicle at the time of the accident must be tested. Safety-sensitive employees not on the vehicle (e.g. maintenance personnel), whose performance could have contributed to the accident (as determined by Oneonta Public Transit using the best information available at the time of the accident) must be tested. Safety-
Sensitive employees on duty in the mass transit vehicle at the time of a nonfatal accident (fitting the criteria above) must be tested unless their behavior can be completely discounted as a contributing factor in the accident. Other safety-sensitive employees whose performance could have contributed to the accident, as determined by Oneonta Public Transit using the best information available at the time of the accident shall also be tested after a non-fatal accident.

iii.) Following an accident safety-sensitive employees will be tested as soon as possible, but not to exceed 32 hours for drug testing. If alcohol testing is not done within 2 hours of the accident, the reason for not testing should be documented in a report and attempts to alcohol test must continue for up to 8 hours after the accident. If alcohol testing is not done within 8 hours or drug testing is not done within 32 hours following the accident, the reasons for not testing must also be updated on the written report. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following an accident or until they undergo a post-accident alcohol test.

iv.) The policy should indicate the results of a blood, urine, or breath test conducted by Federal, State, or local officials shall be considered to meet the requirements of this section, provided such test conforms to the applicable Federal, State, or local testing requirements, and that the test results are obtained by the employer.

v.) The requirements to test for drugs and alcohol following an accident should in no way delay necessary medical attention for injured people or prohibit a safety-sensitive employee from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care. However, the safety-sensitive employee must remain readily available, which means Oneonta Public Transit knows the location of the safety-sensitive employee. Any safety-sensitive employee who leaves the scene of the accident, without a justifiable explanation, prior to submission to drug and alcohol testing will be considered to have refused the test and shall face disciplinary action up to and including termination.

d.) Random Testing

i.) All safety-sensitive employees shall be subject to random, unannounced testing. The percentage of the number of employees the Federal Transit Authority (FTA) currently requires to be randomly tested for drugs is 50% of the total number of covered employees annually. The percentage of the number of employees the FTA requires to be randomly tested for alcohol is 25% of the number of all covered employees annually. These percentages are subject to annual review by the FTA. The current rates are 50% for drugs and 10% for alcohol. The selection of safety-sensitive employees for random drug and alcohol testing shall be made using a scientifically valid method such as a random number table or a computer-based random number generator that ensures each safety-sensitive employee that they will have an equal chance of being selected each time selections are made. Random tests will be unannounced and spread throughout all days and all hours of all shifts Oneonta Public Transit is in operation during the year. Employees are to proceed to the testing site immediately upon notification of a random test.

e.) Return to Duty Testing

i.) Before any safety-sensitive employee is allowed to return to duty performing safety-sensitive duties following a verified positive drug or alcohol test they must be evaluated by a SAP, complete any recommended treatment and provide a negative return to duty test. Return to duty testing is done at the recommendation of the SAP and may be for drugs and/or alcohol.

f.) Follow-up Testing

i.) Once a safety-sensitive employee is allowed to return to duty, they shall be subjected to unannounced random follow-up testing for at least 12 months, but not more than 60 months with a minimum of 6 tests being
done during the first 12 months. The SAP will determine the frequency and duration of the follow-up testing. Follow-up testing is separate from and in addition to the regular random testing program. Employees subject to follow-up testing must also remain in the standard random pool and must be tested whenever their name comes up for random testing, even if this means being tested twice in the same day, week, or month.

11.) **RE-ENTRY CONTRACT**

i.) Employees who re-enter the workforce must agree to a re-entry contract. The contract may include (but is not limited to):

- A release to work statement from the Substance Abuse Professional.
- A negative test for drugs and/or alcohol.
- An arrangement to unannounced frequent follow-up testing for a period of one to five years with at least six tests performed the first year.
- A statement of expected work-related behaviors.

An agreement to follow specified after-care requirements with the understanding that violation of the re-entry contract is grounds for discharge.

12) **DRUG TESTING PROCEDURES**

a.) **URINE SPECIMEN COLLECTION PROCEDURES:**

i.) Urine collections will be performed to the standards set in 49CFR part 40 as amended. An overview of the procedures are available in Attachment A to this policy.

b.) **ALCOHOL TESTING PROCEDURES**

i.) All alcohol testing procedures will be done according to the standards set forth in 49CFR part 40 as amended. An overview to the procedures is available in Attachment A.

13.) **MEDICAL REVIEW OFFICER**

a.) The laboratory results must be reviewed by a qualified MRO. The purpose of this review is to verify and validate test results. The laboratory shall report all results to the MRO in a confidential manner.

b.) A qualified MRO is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information.

c.) The MRO shall follow all procedures set forth in 49CFR part 40 as amended in which case the files must be retained.

14.) **SUBSTANCE ABUSE PROFESSIONAL (SAP)**

a.) Any individual who has a verified positive drug or alcohol test shall be removed from safety-sensitive duties immediately, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP). A SAP can be a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional with knowledge of and
clinical experience in the diagnosis and treatment of drug and alcohol related disorders or an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission.

i.) The responsibilities of the SAP include:

- Evaluating whether a safety-sensitive employee who has refused to submit to a drug or alcohol test or who has a verified positive drug or alcohol test result is in need of assistance in resolving the problems associated with prohibited drug and alcohol use.

- Evaluating whether a safety-sensitive employee who has a verified positive drug or alcohol test result has complied with the SAP’s recommendations.

- Determine when return-to-duty testing is appropriate and whether it should be for drugs and/or alcohol.

- Recommend the number of months the returning safety-sensitive employee will be subject to follow-up testing (after the minimum six tests during the first 12 months) and whether it will be for drugs and/or alcohol.

ii.) The SAP who determines that a covered employee requires assistance in resolving problems with substance abuse may not refer the employee to the SAP’s private practice from which the SAP receives remuneration or to a person or organization in which the SAP has a financial interest.

The SAP must follow the procedures and responsibilities set forth in 49CFR part 40.

b.) Employee Access to Records

i.) Drug testing records must be kept in a secure location with controlled access. Drug and alcohol test results may be released only under the following circumstances:

- Employer shall release information or copies of records regarding an employee's test results to a third party only as directed by specific, written instruction of the employee.

- Employer may disclose information related to a test result to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee tested.

- Upon written request, employer must promptly provide any employee with any records relating to his/her test, including calibration records and laboratory certification records.

- Employer must release information to the National Transportation Safety Board (NTSB) about any post-accident test performed for an accident under NTSB investigation.

- Employer shall make available copies of all results of employer testing programs, and any other records pertaining to testing programs when requested by DOT or any DOT agency with regulatory authority over the employer or any of its employees, or to a State oversight agency authorized to oversee rail fixed guideway system.
• **SYSTEM CONTACTS**

**Program Manager:**

Name: Jack Snyder  
Title: Operations Manager  
Address: 258 Main St. Oneonta N.Y. 13820  
Telephone: 607-432-7100

**Medical Review Officer (MRO) (services will be provided by):**

Name: William Y. Shang M.D.  
Address: Latcher Lab, 1 Norton Ave. Oneonta N.Y. 13820  
Telephone: 607-431-5803

**Substance Abuse Professional (SAP):**

Name: Gay Merrill - Otsego County Chemical Dependency Clinic  
Address: 438 Main St. Oneonta N.Y. 13820  
Telephone: 607-431-1030

**DHHS Certified Laboratory:**

Name: Quest Laboratories  
Address: Teterboro, N.J.  
Telephone: 1-800-631-1390

**Collection Site:**

Name: A.O. Fox Hosp./ FoxCare Center  
Address: 1 Norton Ave. Oneonta N.Y. 13820  
Telephone: 607-432-5243

**The toll-free number for Substance Abuse Assistance is:**

1-800-662-HELP
Return this completed form to your immediate supervisor

Employee Name (Print): ________________________________

I have received and will read Oneonta Public Transit's Drug and Alcohol Abuse Testing Policy. I understand that I will be held responsible for the content of the policy and I agree to abide by the drug and alcohol testing policy. If I need any clarification or if I have any questions regarding the substance of the policy, I will address them with the company's program administrator.

I understand that violation of this Policy may be grounds for immediate termination of my employment.

This policy adheres to the Federal Transit Administration's mandated regulations for drug and alcohol testing.

Employee Signature: ________________________________

Date Signed: _________________
A.) Urine Collection and Alcohol Testing Procedures

1.) Urine collection for drug testing shall be done at a location that provides:

- a privacy enclosure for urination
- a toilet receptacle large enough to contain a complete void
- a source for washing hands
- a suitable surface for writing

2.) The collection site personnel shall be trained in the proper procedures for preparing the collection site, collecting the urine specimen, sealing and preparing the specimen for shipment and completing the custody and control form as required in 49 CFR Part 40.

3.) A DOT drug testing custody and control form will be used for the collection.

4.) The collection room shall be inspected by the collector before and after each specimen collection for removal of any unauthorized persons and materials that could be used to adulterate the specimen. The collection site will be secure to prevent unauthorized access during the collection process.

5.) The collector will verify the employee’s identity by photo identification or by a company representative. The collection will not proceed if identity is not verified. The collection site will notify the employer if the employee fails to report or arrives more than 30 minutes late for the appointment.

6.) The employee will be requested to check belongings (purses & briefcases) and remove any bulky outerwear (sweaters, jackets, vests, etc.) The employee may retain their wallet.

7.) The employee will be directed to wash their hands.

8.) The collector will unwrap the collection cup or specimen bottle in front of the employee and direct them to the privacy enclosure. The collector remains outside the enclosure. The employee is instructed to provide at least 45 ml (about 2 ounces) of urine.

9.) If the employee is unable to provide at least 45 ml of urine they will be given up to 40 ounces of fluids and remain at the collection site for up to 3 hours in an attempt to provide the specimen. If the required amount is provided, the original sample is discarded. If the employee is still unable to provide an adequate specimen, the insufficient specimen is discarded, testing discontinued and the employer notified. The MRO shall refer the employee for a medical evaluation to determine whether the employee's inability to provide a specimen is genuine or constitutes a refusal to submit to a drug test. The examining physician shall provide the MRO a brief statement setting forth his/her conclusion and the basis for it. Upon receipt of the statement the MRO shall report his/her conclusions to the employer in writing. If the MRO determines there is no medical explanation for the inability to provide an adequate specimen, this will be considered a refusal to test.

10.) Within four (4) minutes of receiving the specimen from the employee, the collector will record the temperature of the specimen on the custody and control form. The temperature must be between 90.0 and 100.0 F. Any specimen temperature out of that range requires that a body temperature be obtained from the donor. The body temperature must be within 1.8 F of the specimen to confirm that the sample has not been adulterated. The collector shall also visually examine the specimen for any unusual color or sediment, and note the results on the custody and control form.
11.) If the employee refuses to cooperate with the collection process the collector notifies the employer immediately and documents the non-cooperation on the custody and control form.

12.) If a collection container is used, the collection site person, in the presence of the donor, pours the urine into two specimen bottles. Thirty (30) ml shall be poured into one bottle, to be used as the primary specimen. At least 15 ml shall be poured into the other bottle, to be used as the split specimen. If a specimen bottle is used as a collection container, the collector shall pour off 30 ml of urine from the specimen bottle into a second specimen bottle, to be used as the primary bottle, and retain the reminder (at least 15 ml) in the collection bottle to be used as the split specimen.

13.) Both bottles must be sealed and labeled in the presence of the donor. The labels must be printed with the same specimen identification number as the custody and control form. The donor initials the seals on the bottles verifying the specimen is his/hers.

14.) The custody and control form is completed. The collector and the donor must sign the appropriate certification statements on the form regarding authenticity of the specimen and information provided and the integrity of the collection process. Each transfer of custody must be noted on the chain of custody portion of the urine custody and control form. Every effort should be made to minimize the number of persons handling the specimen.

15.) The specimen must be stored in a secured location until transport to the laboratory. Both the primary specimen and the split specimen shall be sealed in a single shipping container, together with the appropriate pages of the custody and control form. The tape seal on the container shall bear the initials of the collector and the date of the closure for shipment.

B.) Observed Collections

1.) Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided.

2.) In the following circumstances the collector must observe the second collection immediately after the first collection.

   • i.) The employee has presented a urine sample that falls outside the normal temperature range (90.0 to 100.0 F).

   • ii.) The collector observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.) In the following circumstances (previous collection events) the employer may authorize an observed collection.

   • iii.) Previous sample is invalid and there is no medical reason.
3.) Sample may be observed if employer/MRO requests as a result of:

- i.) The employee has previously been determined to have used a controlled substance without medical authorization and the particular test is being conducted under the FTA regulations as a return to duty or follow-up test.

4.) The direct observation must be by a collector (or observer) of the same gender as the employee being tested.

C.) ALCOHOL TESTING PROCEDURES

1.) Alcohol testing shall be done at a location that provides:

- i.) Privacy to the individual being tested
- ii.) Security with no unauthorized access at any time to EBT
- iii.) BAT conducting only one test at a time who must not leave the testing site while the preparations for testing or the test itself are in progress.

2.) Upon arrival at the testing site the employee must provide positive identification in the form or a photo identification or identification by a company representative.

3.) The BAT will explain the testing procedures to the employee.

4.) The BAT and the employee will complete, date and sign Step #1 and Step #2 of the alcohol testing form indicating the employee is present and providing a breath specimen. Refusal by the employee to sign Step #2 of the alcohol testing form will be noted by the BAT in the remarks section and is considered a refusal to test.

D.) Screening Test

1.) Employee is informed that testing will begin with a screening test. The BAT will open an individually sealed, disposable mouthpiece in view of the employee and attach it to the EBT.

2.) The employee will be instructed to blow forcefully into the mouthpiece for at least six seconds or until an adequate amount of breath has been obtained. The BAT will show the employee the result displayed on the EBT or the printed result.

3.) If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required. The BAT and the employee will finish filling out the alcohol testing form. The employee may return to their safety sensitive position and the test will be reported to the employer as a negative.

4.) Note: Alcohol screens may be performed by certified Screening Test Technicians (STT) using alternative alcohol screening devices approved by the Department of Transportation. The alternative methods may test either breath or saliva. If the screening tests results are 0.02 or greater a confirmation test by a BAT, using an evidential breath-testing device, must be performed.

E.) Confirmation Test

1.) If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test must be performed.
2.) The confirmation test must be conducted at least 15 minutes, but not more than 30 minutes, after the completion of the initial test. This delay prevents any accumulation of alcohol in the mouth from leading to an artificially high reading.

3.) The BAT will inform the employee of the need to conduct a confirmation test. The employee will be instructed not to eat, drink, or put any object or substance in his/her mouth. The BAT will also instruct the employee not to belch to the extent possible while awaiting the confirmation test. The BAT will inform the employee that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instructions.

4.) Before the confirmation test is administered, the BAT shall conduct an airblank on the EBT. If the reading is greater than 0.00, the BAT shall conduct one more airblank. If the second airblank reading is greater than 0.00, the EBT must not be used to conduct the test.

5.) The confirmation test is conducted using the same procedures as the screening test. A new mouthpiece will be used.

6.) If the initial and confirmatory test results are not identical, the confirmation test result is deemed to be the final result.

7.) If the result displayed on the EBT is not the same as that on the printed form, the test will be cancelled, and the EBT removed from service.

8.) The BAT will sign and date the form. The employee will sign and date the certification statement, which includes a notice that the employee cannot perform safety-sensitive duties or operate a motor vehicle if the results are 0.02 or greater. Refusal by the employee to sign the certification statement is not considered a "refusal to test", but it will be noted in the remarks section by the BAT.

9.) The BAT will attach the alcohol test result printout directly onto the alcohol collection form with tamperproof tape (unless the EBT prints the results directly on the form).

F.) Reporting

1.) The BAT will transmit all results to the employer's designated representative in a confidential manner. In the event an individual must be removed from safety-sensitive duties, the BAT will notify the employer's representative immediately.
APPENDIX "D"

POSITIONS NOT COVERED BY BARGAINING UNIT

The following positions are not covered by the collective bargaining unit defined in Article II:

All Elected Officials
Accountant
Animal Control Officer
Assistant Fire Chief
Central Garage Working Supervisor
Chief Dispatcher
Chief Wastewater Treatment Plant Operator
Chief Water Treatment Plant Operator
City Assessor
City Attorney
City Chamberlain
City Clerk
City Engineer
Code Enforcement Officer
Code Enforcement Inspector
Community Development Director
Distribution Supervisor
Engineering Technician
Fire Captain
Fire Chief
Firefighter
Fleet Operations Manager
General Supervisor
Housing Rehabilitation Specialist
Personnel Assistant
Personnel Assistant Trainee
Personnel Director
Police Chief
Police Lieutenant
Police Officer
Police Sergeant
Purchasing Agent
Recreation Director
Seasonal Employees
Senior Stenographer (1) Mayor's Office
Supervisor of Streets and Parks
Transportation Director
APPENDIX “E”

CITY OF ONEONTA
EMPLOYEE PERFORMANCE EVALUATION

EMPLOYEE IDENTIFICATION

Employee’s Name: ___________________________ Department: ___________________________

Job Title: ___________________________ Job Grade: ___________________________

Date of Employment: ___________________________ Date on Present Job: ___________________________

Rating Period: ___________________________ to ___________________________

Type of Evaluation:  Annual ____  Probationary ____  2 months ____  4 months ____  6 months ____

Recommendation: Retain ____  Terminate ____  Extend Probation ______

SECTION I  PERFORMANCE APPRAISAL  (Check the appropriate rating)

<table>
<thead>
<tr>
<th>JOB KNOWLEDGE: Evaluate overall knowledge of duties and responsibilities as required for current position</th>
<th>Outstanding ( )</th>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Displays knowledge of own and related work.</td>
<td>Well informed, familiar with most work details.</td>
<td>Has grasp of essential and related factors.</td>
<td>May require some assistance to complete normal duties</td>
<td>Inadequate knowledge of job, little desire to improve</td>
<td></td>
</tr>
</tbody>
</table>

COMMENTS:

________________________________________________________________________

________________________________________________________________________

<table>
<thead>
<tr>
<th>PRODUCTIVITY: Evaluate amount of work generated and completed successfully as compared to amount of work expected for this position</th>
<th>Outstanding ( )</th>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Able to handle volume of work with consistent level of accomplishments.</td>
<td>Output is usually above average and exceeds expectations.</td>
<td>Work generated in accordance with prescribed standards</td>
<td>Work occasionally below standards. Improvement potential exists</td>
<td>Volume of work consistently below standards</td>
<td></td>
</tr>
</tbody>
</table>

COMMENTS:

________________________________________________________________________

________________________________________________________________________
**WORK HABITS:**
Consider completeness and accuracy of work – Overall quality

<table>
<thead>
<tr>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work habits exceed normal standards</td>
<td>Capable of scheduling work and using time effectively with minimum supervision</td>
<td>Requires frequent help of supervisor in organizing work</td>
<td>Requires constant supervision and guidance.</td>
</tr>
</tbody>
</table>

**INITIATIVE/RESOURCEFULNESS:**
Originates or develops consecutive ideas beyond scope of responsibilities. Takes necessary steps to get things done.

<table>
<thead>
<tr>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Usually finds way and means of dealing with problems and emergencies</td>
<td>Generally resourceful and uses initiative to complete normal tasks</td>
<td>Occasionally requires supervisory action to complete normal tasks</td>
<td>Continual guidance and motivation is needed to get the job done.</td>
</tr>
</tbody>
</table>

**ORAL AND WRITTEN COMMUNICATION:**
Ability to develop and express thoughts clearly and concisely.

<table>
<thead>
<tr>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptionally good skills and uses them professionally and effectively</td>
<td>Verbal and word skills meets normal standards.</td>
<td>Writing and verbal skills need additional cultivation.</td>
<td>Inadequate</td>
</tr>
<tr>
<td>COOPERATION: Ability and willingness to work with and for others toward best interest of all concerned.</td>
<td>Outstanding ( )</td>
<td>Highly Effective ( )</td>
<td>Effective ( )</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>-----------------</td>
<td>---------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Always cooperative Extremely helpful and courteous to public and co-workers.</td>
<td>Effective in dealing with public and associates Works well with others</td>
<td>Is usually effective</td>
<td>Lacks tact. Needs to be reprimanded on occasion</td>
</tr>
</tbody>
</table>

COMMENTS: ____________________________________________________________

<table>
<thead>
<tr>
<th>DECISION MAKING: Ability to size up a problem, obtains and evaluates the facts, reach sound conclusions and present them in a clear manner</th>
<th>Outstanding ( )</th>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accepts serious problems as a challenge. Can be depended upon when crisis arise. Able to commit to a sound course of action.</td>
<td>Is practical and logical in problem solving Makes routine decisions without waiting for direction</td>
<td>Usually makes correct decisions.</td>
<td>Makes decisions without full consideration of repercussion.</td>
<td>Does not make decisions without constant direction or supervision</td>
<td></td>
</tr>
</tbody>
</table>

COMMENTS: ____________________________________________________________

<table>
<thead>
<tr>
<th>ATTENDANCE: Factors regarding lateness and ability to be at work Consider observance of time.</th>
<th>Outstanding ( )</th>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conscientious toward job Excellent attendance.</td>
<td>Consistently at work on time Notifies supervisor of scheduled and unscheduled absences according to office procedure</td>
<td>Normally at work and on time</td>
<td>Frequently late or absent. Shows improvement.</td>
<td>Continually late or absent. Shows no improvement</td>
<td></td>
</tr>
</tbody>
</table>

COMMENTS: ____________________________________________________________
SECTION II  OVERALL PERFORMANCE RATING

Check the rating which best summarizes the employee’s performance. A rating of “Unsatisfactory” must be supported by specific explanation and justification to be attached to this form.

( ) OUTSTANDING The employee’s performance clearly is exceptional in comparison with expectations, thereby causing the employee to stand out above others in the work unit. Performance consistently exceeds expectations for all tasks and has made exceptional contributions to the functions within the employee’s work unit or agency.

( ) HIGHLY EFFECTIVE The employee always meets and frequently exceeds the performance expectations for all tasks. The employee is performing better than expected for many of the tasks and is recognized as a particular asset to this work unit.

( ) EFFECTIVE The employee generally meets performance expectations for all tasks and performs in a good, competent manner. This is the expected and usual level of performance for most employees.

( ) NEEDS IMPROVEMENT The employee meets performance expectations at a minimally acceptable level. Some tasks may require extra direction by the supervisor or the supervisor may find it necessary to avoid assigning the more difficult tasks to the employee.

( ) UNSATISFACTORY The employee clearly does not meet performance expectations for one or more tasks, not even at a minimally acceptable level. The employee requires significant extra direction, or the supervisor finds it necessary to avoid assigning normal tasks to the employee. There is a need for immediate and significant improvement in performance.

SECTION III  SUPERVISOR’S COMMENTS

Comment on other aspects of the employee’s performance, such as skills, behavior, personal characteristics, which are reflected in the employee’s performance. Include a plan of action for improving employee’s performance. When terminating an employee, include supportive documentation.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

57
SECTION IV         EMPLOYEE’S COMMENTS

I met with my supervisor on ________________ to discuss my work performance. I have read this evaluation and discussed it with my supervisor. My signature does not necessarily signify that I agree with this evaluation. My written comments concerning this evaluation follow (optional):

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

____________________________________________________________________________________________________________________

Rater’s Signature: ___________________________  Date: ________________

Employee’s Signature: ___________________________  Date: ________________

Department Head’s Signature: ___________________________  Date: ________________
SIDE LETTER

April 4, 2006

Mr. Dominic A. Pucci, President
City of Oneonta CSEA Local
City Hall
258 Main Street
Oneonta, New York 13820

Re: Cleaning of Employer-Issued Work Jackets

Dear Dominic:

During the course of collective bargaining the parties discussed the above issue and the employer agreed that it would look into the matter and take appropriate steps to assure that employer-issued work jackets are appropriately and periodically cleaned.

Sincerely,

John S. Nader, Mayor
Civil Service Test Prep Booklets
WORK Institute
1-866-478-5548

OFFICIAL Members Only WEB SITE
www.csealocal1000.org

CSEA Member Benefits Department
1-800-342-4146, ext. 1359

CSEA/Pearl Carroll Personal Insurance Lines
Auto, Life, Homeowners, Disability Insurance
1-800-833-4657

NY State Retirement System
Toll free 1-866-805-0990
http://www.osc.state.ny.us/divisions/retire/rshomepg.htm

CSEA/AFSCME Union Privilege Loan Program
1-888-235-2759, Ext. 09
8 a.m. to 8 p.m. Mon. – Fri.

Entertainment Discounts
Movie tickets, video rental discounts, Theme Park discounts,
Broadway shows, sporting events and much more
1-800-565-3712
Identify yourself as a CSEA/AFSCME Local 1000 Member

CSEA/AFSCME Union Member's Mortgage and Real Estate Program
1-800-475-7933
8:30 a.m. to 7 p.m. Mon. - Fri.

Employee Benefit Fund
(Dental & Vision Insurance)
1-800-323-2732

Rental Car Discounts
20% off daily rate
Budget 1-800-455-2848 ID# V816100
Avis 1-800-698-5685 ID# B723700

Union Plus Credit Card
For Application 1-800-403-8614

Legal Services Program
Elder Law, Workers' Compensation, Social Security Disability, Personal Injury
1-800-342-4146
AGREEMENT

by and between the

CITY OF ONEONTA

and

CSEA Local 1000 AFSCME, AFL-CIO

City of Oneonta Unit #8101-00
Otsego County Local 839

January 1, 2009 - December 31, 2012
This page is not part of the CSEA Contract

If you have questions about this contract, your benefits, or union rights, call:

Your CSEA Unit President:
Name: Thomas Pondolfino
Tel#: __________

or

CSEA Labor Relations Specialist
Gerald Phelan
[607] 293-6483
gerald.phelan@cseainc.org

For other types of assistance from CSEA call:
CSEA Central Region 5 Office
6595 Kirkville Rd, East Syracuse, NY 13057
[800] 559-7975
[315] 433-0050

Colleen Wheaton, Region President
Joseph Maratea, Region Director
Rick Noreault, Political Action Coordinator
Lynnet Witherell, Occupational Safety & Health Specialist
Mark Kotzin, Communications Associate
(newsletters, leaflets, web-sites)

CSEA Local 1000, AFSCME
143 Washington Avenue
Albany, NY 12210
[800] 342-4146

If you have questions about your Health Insurance Claims call:

Name: ________________________
Tel.# ________________________

For other District questions call:

Name: ________________________
Tel. # ________________________
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>Article I</td>
<td>Recognition</td>
</tr>
<tr>
<td>Article II</td>
<td>Collective Bargaining Unit</td>
</tr>
<tr>
<td>Article III</td>
<td>Dues Check-Off and Indemnification</td>
</tr>
<tr>
<td>Article IV</td>
<td>Rights of the Union</td>
</tr>
<tr>
<td>Article V</td>
<td>Rights of the Employer</td>
</tr>
<tr>
<td>Article VI</td>
<td>Rights of the Employees</td>
</tr>
<tr>
<td>Article VII</td>
<td>Salary Plan and Schedule</td>
</tr>
<tr>
<td>Article VIII</td>
<td>Hours of Work</td>
</tr>
<tr>
<td>Article IX</td>
<td>Overtime</td>
</tr>
<tr>
<td>Article X</td>
<td>Holidays</td>
</tr>
<tr>
<td>Article XI</td>
<td>Vacations</td>
</tr>
<tr>
<td>Article XII</td>
<td>Sick Leave</td>
</tr>
<tr>
<td>Article XIII</td>
<td>Leaves of Absence</td>
</tr>
<tr>
<td>Article XIV</td>
<td>Retirement Plan</td>
</tr>
<tr>
<td>Article XV</td>
<td>Health Insurance Coverage</td>
</tr>
<tr>
<td>Article XVI</td>
<td>Retiree Health Insurance</td>
</tr>
<tr>
<td>Article XVII</td>
<td>Grievance Procedure</td>
</tr>
<tr>
<td>Article XVIII</td>
<td>No Discrimination</td>
</tr>
<tr>
<td>Article XIX</td>
<td>Saving Clause</td>
</tr>
<tr>
<td>Article XX</td>
<td>Legislative Action</td>
</tr>
<tr>
<td>Article XXI</td>
<td>Seniority</td>
</tr>
<tr>
<td>Article XXII</td>
<td>Damaged Personal Property</td>
</tr>
<tr>
<td>Article XXIII</td>
<td>Labor-Management Committee</td>
</tr>
<tr>
<td>Article XXIV</td>
<td>Posting Job Vacancies</td>
</tr>
<tr>
<td>Article XXV</td>
<td>Personal Leave</td>
</tr>
<tr>
<td>Article XXVI</td>
<td>Standby/On-Call Compensation</td>
</tr>
<tr>
<td>Article XXVII</td>
<td>Bereavement Leave</td>
</tr>
<tr>
<td>Article XXVIII</td>
<td>Tool Allowance</td>
</tr>
<tr>
<td>Article XXIX</td>
<td>Duration</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

**APPENDICES & SIDE LETTER**

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Title</th>
<th>Page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A</td>
<td>Classification Plan</td>
<td>25-26</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Salary Schedule</td>
<td>27-29</td>
</tr>
<tr>
<td>Appendix C</td>
<td>Alcohol &amp; Drug Testing Procedure (Non-Transit Employees)</td>
<td>30-37</td>
</tr>
<tr>
<td>Appendix C-1</td>
<td>Oneonta Public Transit</td>
<td>38-52</td>
</tr>
<tr>
<td>Appendix D</td>
<td>Positions Not Covered by Bargaining Unit</td>
<td>53</td>
</tr>
<tr>
<td>Appendix E</td>
<td>Performance Evaluation</td>
<td>54-58</td>
</tr>
<tr>
<td>Side Letter dated April 4, 2006</td>
<td></td>
<td>59</td>
</tr>
</tbody>
</table>
PREAMBLE

It shall be the public policy of the City of Oneonta and the purpose of this Agreement to promote harmonious and cooperative relationships between the City of Oneonta and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the government. This Agreement is made between the City of Oneonta, 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, hereinafter referred to as the “Union”.

ARTICLE I
RECOGNITION

SECTION 1.

The Employer recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized Union, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for the employees in the bargaining unit.

SECTION 2.

It is agreed that the need for continued and uninterrupted operation of Public Agencies of the City of Oneonta is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Union, its officers, members, agents or principles will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or similar action which would involve suspension of or interference with normal work performance.

The City of Oneonta shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown, or other such interference.

ARTICLE II
COLLECTIVE BARGAINING UNIT

SECTION 1.

The Employer agrees that the Union shall be the sole exclusive representative for all full-time employees of the Employer, excluding those titles in Appendix D.

SECTION 2.

Non-benefited, seasonal and temporary employees shall not be members of the bargaining unit. All seasonal and temporary employees receiving benefits are members of the bargaining unit.

Except for employees performing the work of employees on leave due to pregnancy, all temporary and seasonal employees (employed for six (6) consecutive months or more), shall be considered members of the bargaining unit. Temporary employees, replacing pregnant
employees, employed for nine (9) consecutive months or more, shall be considered members of the bargaining unit. The parties may mutually agree to extend any of these time limitations.

Temporary employees are employees who, for purposes of this Article, temporarily fill encumbered positions, who fill positions for which no qualified applicants are available, or who are employed for short specified periods to complete specific projects. Temporary employees are not current employees hired, transferred, or promoted to a temporary position. Seasonal employees are not employed on a continuous basis throughout the year, but may be re-established in successive years. Seasonal employees are employed for short specified periods of time in conjunction with City seasonal program needs.

The use of temporary and seasonal employees shall not affect the union’s exclusivity status, if any.

SECTION 3.

On the effective date of this Agreement, the Employer shall supply to the City of Oneonta Unit of the Otsego County Local #839 a list of employees in the bargaining unit showing employees full name, home address, last four digits of employee’s social security number, payroll number, department, membership status, insurance deductions, and first date of permanent employment. Such information shall hereinafter be provided to the City of Oneonta Unit of the Otsego County Local #839 on a monthly basis; the name, payroll number, department, and date of permanent employment of all new employees. In addition, the Employer shall supply a listing of employees showing the payroll number and department, who terminate their employment.

ARTICLE III
DUES CHECK-OFF AND INDEMNIFICATION

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deductions of dues and Union-approved insurance for all employees covered by this Agreement (exclusive rights means that any insurance programs offered by any other insurance carrier other than Pearl Carroll & Associates cannot be provided by payroll deductions, unless the President of CSEA Local 1000, AFSCME AFL-CIO, or his/her designee approves of such deductions in writing). Such deductions shall be submitted to the Civil Service Employees Association, Inc. Capitol Station, Box 7125, Albany, N.Y., on a payroll period basis. No other labor organization shall be accorded any payroll deduction privileges without the express consent and written authorization of the Civil Service Employees Association, Inc.

The Civil Service Employees Association, Inc. having been recognized or certified as the exclusive representative of the employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc. the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., Capitol Station, Box 7125, Albany, N.Y.

All deduction information and checks shall be submitted to the Civil Service Employees Association, Inc. each pay period with an alphabetical listing of employee’s names, social
security numbers and dollar amounts deducted for dues, agency shop fees and insurance programs. Separate deductions shall be made for membership dues, agency shop fees, Group Life, Accident and Sickness, Supplemental Life and Personal Lines Insurances. These deductions shall be indicated separately on the employee’s paycheck stub, subject to availability. The **Employer** will submit separate checks for each payroll deduction to the Civil Service Employees Association, Inc. Checks will be payable as follows: Membership dues and Agency Shop Fees - Payable to CSEA, Inc. Group Life, Accident & Sickness, Permanent Life and Personal Lines Insurances - Payable to Pearl Carroll & Associates.

**ARTICLE IV**

**RIGHTS OF THE UNION**

**SECTION 1.**

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; under the terms and conditions of this Agreement; to designate its own representatives and to appear before the appropriate official of the **Employer** to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court or competent jurisdiction, whichever is appropriate.

**SECTION 2.**

The **Employer** also agrees to allow a designated **Union** representative a reasonable amount of time to investigate and process member’s grievances; to negotiate the terms and conditions of employment; and to attend meetings with official representatives, without loss of pay. Requests for release time shall be in writing to the appropriate department head at least two (2) work days before said release, except to investigate an emergency.

**SECTION 3.**

The **Employer** will allow twelve (12) paid days per year for designated **Union** representatives, delegates, regional officers or members of the Statewide Board of Directors to attend regional and/or state and local meetings, seminars or conventions, without loss of pay. At the election of CSEA Local 1000, CSEA may reimburse the City for days that an employee of the City who has been elected to the Statewide CSEA Board of Directors shall use for the purpose of attending meetings and that such reimbursement and days used will not be deducted from the twelve (12) days authorized by this Section.

**SECTION 4.**

The **Union**, and its designated agents shall have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this agreement. Insurance representatives of the Civil Service Employee Association, Inc. shall arrange meetings with employees at times acceptable to the City. The **Employer** agrees that no other labor organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc. shall be provided access to bargaining unit employees. The **Employer** further agrees that it will not permit any other labor organization or union to hold
meetings for the purpose of discussing terms and conditions of employment regarding this bargaining unit, or be provided meeting space, on the property or premises owned or occupied by the City of Oneonta.

ARTICLE V
RIGHTS OF THE EMPLOYER

SECTION 1.

Except as otherwise specifically provided in the agreement, the Employer shall have the customary and usual rights, powers and functions to direct employees, to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the mission of the Employer pursuant to existing practices unless altered by this Agreement.

SECTION 2.

Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the Employer shall negotiate collectively and in good faith with the Union in the determination of salaries and the terms and conditions of employment, and to enter into a written agreement with the Union.

SECTION 3.

It is recognized that the management of the departments, the control of their properties, and the maintenance of order and efficiency are solely responsibilities of the Employer. Accordingly, the Employer retains all rights, except as they may specifically be modified by this Agreement, including, but not limited to, selection and direction of the working forces; to hire, suspend or discharge for cause, to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to decide the number of employees needed; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials.

ARTICLE VI
RIGHTS OF THE EMPLOYEES

SECTION 1.

Any employee covered by this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the Employer.

SECTION 2.

Employees may join and take an active role in the activities of the Union without fear of any kind or reprisals from the Employer or its agents.
ARTICLE VII
SALARY PLAN AND SCHEDULE

SECTION 1.

Members of the bargaining unit shall receive the appropriate salary for their grade as shown in the salary schedule annexed to this Collective Bargaining Agreement as Appendix “B.” Step movement will occur from hiring rate to job rate on January 1st in each calendar year. The City agrees to hire new hires at the hiring rate appropriate to the grade. Effective January 1, 2009, base wage adjustments will apply to base wages only and not to longevity increases.

Members of the bargaining unit whose current (December 31, 2008) salaries are off the salary schedule shall receive a 3.00% salary adjustment in each year of this Agreement.

SECTION 2.

All employees covered by this Agreement shall be entitled to longevity increases as follows:

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<thead>
<tr>
<th>Years of Service</th>
<th>Longevity Increase</th>
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<tr>
<td>5</td>
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</table>

The total longevity will equal $2,175.00 above the base salary after 19 years of continuous service. When the employee has completed their appropriate year of service prior to July 1 of the year the longevity increase will become effective on January 1 of that year. When the employee has completed the above stated years of service subsequent to July 1 of the year the longevity increase will become effective on the succeeding January 1.

SECTION 3.

For the purpose of establishing hourly rates, annual salaries will be divided by either 2080 hours or 1820 hours (40 hour work week or 35 hour work week).

SECTION 4.

Employees who have attained a two (2) year Associates degree or a four (4) year Bachelor's Degree in a job-related course of studies shall have an adjustment of $200.00 for an A.A. or A.S. and $300.00 (total of $500.00) for a B.S. or B.A. above the base salary. Effective January 1, 2001, these rates shall be $300.00 for an A.A. or A.S. and $400.00 for a Bachelor's Degree (total of $700.00).
The employer will reimburse the employee up to $360.00 per course of tuition costs, for approved college courses, up to a maximum of $720.00 per academic year. The employee must obtain at least a passing average in order to be eligible for this reimbursement.

SECTION 5.

Employees on the salary schedule who are promoted will normally move to the hiring rate of the new grade. In the event that the hiring rate does not produce an increase in salary for that individual, the individual will be placed at the next highest step which results in an increase in salary.

Employees who are "off grid" (understood to mean their salaries are higher than the job rate for the grade that their title is allocated to) shall be placed in the salary schedule for the new grade using the formula in the paragraph above, but in no event shall that individual receive less than a $1000.00 raise if the salary in their current position exceeds the job rate of the salary grade for the new position.

SECTION 6.

In an attempt to encourage and reward employees for their extra effort, it is agreed that the employer will add $250.00 to the base salary of employees who have completed courses which result in certification of a job related field, have, on their own, completed job related courses of study which result in an increased value to the employer; have obtained a license in a job related field.

The standards for receipt of this adjustment will be referred to the Labor-Management Committee for recommendations to the Personnel Committee.

It is understood that the intent of this section is to encourage and recognize the employees extra efforts at improving themselves and is not intended to be used simply to increase one's salary.

SECTION 7.

The City will reimburse the full cost to any individual who either obtains or renews a Commercial Driver’s License or a New York State Motor Vehicle Inspection License when such license is a requirement for performing their duties for the City of Oneonta.

ARTICLE VIII
HOURS OF WORK

SECTION 1.

The basic work week for employees of the City of Oneonta shall be forty (40) hours in five (5) consecutive 8-hour days. The exceptions to this rule are the bus drivers/dispatchers, the clerical employees, the Water Treatment Plant Operators, and the Wastewater Treatment Plant Operators. The basic work week for clerical employees shall be thirty-five (35) hours in five (5) consecutive 7-hour days, Monday through Friday. The basic work week for bus drivers/dispatchers shall be forty (40) hours, scheduled five (5) or six (6) days per week.
SECTION 2.

Effective July 1, 2006, all paid leave shall be considered as hours worked in the basic work week.

SECTION 3.

The Employer or its designated representative shall give notice in writing at least five (5) working days in advance (except in cases of emergencies) of any change to the work schedule.

Note: If the Employer provides ten (10) working days notice, the work schedule may include weekend work for the Department of Public Service on a five (5) or six (6) day work week.

SECTION 4.

An employee who is required to work through their normal lunch period and is not afforded an alternative lunch period within a reasonable timeframe of the normally scheduled lunch period shall be compensated at one and one-half times their normal hourly rate for having worked through their lunch period.

SECTION 5. Shift Differential.

If a majority of a regularly scheduled shift (including seasonal variations) falls between the hours of 4:00 p.m. and 8:00 a.m., then the employee will be paid an additional $.50 per hour for each hour worked during that shift. It is understood that this differential shall not affect the employee's regular overtime rate.

ARTICLE IX
OVERTIME

SECTION 1.

An employee shall receive compensation bi-weekly for overtime worked in excess of forty (40) hours per week. Employees will be paid overtime in the pay period in which it is earned.

SECTION 2.

Overtime work must be authorized in advance by the Department Head or his/her designated representative, before credit for overtime work may be allowed; overtime is to be credited at the rate of time and one-half. Overtime work performed on Sunday will be paid at two times the regular hourly rate.

SECTION 3.

There shall be a three-hour minimum call back for all departments at time and one-half.
SECTION 4.

Employees who work less than forty (40) hours per week shall be compensated for up to forty (40) hours at straight time by compensable time of for any time worked beyond their normal work week. All times worked in excess of forty (40) hours per week shall be paid at a rate of time and one-half.

Employees who work over their regular work week of thirty-five (35) hours per week up to forty (40) hours in a particular week may request payment at straight time or compensatory time. This request will be directed to the Department Head.

SECTION 5.

In the event of death of an employee, his/her estate or beneficiary shall be paid the monetary value of his/her accumulated overtime credits and compensatory time, if any.

SECTION 6.

Paid leave shall be computed as hours worked for the purpose of computing overtime.

SECTION 7.

Any employees who have accumulated compensatory time off must take such compensatory time within six (6) months of earning such time. The time for taking such compensatory time off shall be upon mutual agreement of the employee and the Department Head. Failure of the employee to request such time off within said six (6) months will permit the Department Head to schedule unilaterally such time off.

SECTION 8.

Overtime shall be distributed equally to all employees by rotating lists in each department by function or current practice. If an employee in line for overtime refuses or is unavailable to work that overtime, then such unavailability or refusal will be counted as his/her turn of overtime in the rotation of employees. Employees may elect to sign a form stipulating that they have waived their rights to voluntary overtime. This stipulation may be withdrawn by an employee by giving the Department Head thirty (30) working days notice in writing. This waiver of voluntary overtime shall not affect mandatory overtime. Mandatory overtime is determined by the Mayor or Department Head, when appropriate personnel are required to report to duty. Voluntary lists will be posted semiannually and a copy sent to the Union President.

ARTICLE X
HOLIDAYS

SECTION 1.

All legal holidays enumerated herein shall be allowed as days off with pay. Employees required to work on a holiday as part of their regular work week (i.e., Dispatchers), shall be compensated at time and one-half for hours worked on that day and will receive another day off with pay. Employees who are not part of a 24/7 operation who would normally not be required
to work on a holiday who are called in to work during that period of time which constitutes their normal work day will be entitled to equivalent time off for the hours worked during their normal work day period and will also be entitled to time and one-half for all hours worked on that day. Equivalent time off earned under this section before October 1st of a calendar year, must be used on or before December 31st of the same year. Equivalent time off earned between October 1st and December 31st of any calendar year, must be used on or before June 30th of the next succeeding calendar year. Use of equivalent time off must be approved by the Department Head.

SECTION 2.

The days prescribed by law for the observance of the following:

- New Year's Day
- Martin Luther King, Jr. Day
- Veteran's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- President's Day

shall be observed as holidays, except when any such day falls on a Saturday, in which case it shall be observed on the preceding day which will be Friday; if the holiday falls on Sunday, it shall be observed on the succeeding day which will be a Monday. Columbus Day may be celebrated on the Monday of the week in years where the holiday actually falls on Tuesday, Wednesday or Thursday upon mutual agreement of the President of the Union and the Mayor of the City of Oneonta.

SECTION 3.

The following provisions for the accumulation and liquidation of holidays are applicable to employees covered by this Agreement who work a continuous operation schedule in the Water and Wastewater Treatment Plants, and may apply in part or whole to employees in the position of Civilian Dispatcher.

a.) A holiday, as described in Section 2 of this Article, shall be taken either thirty (30) days before, on, or within six (6) months of its occurrence.

b.) An employee covered by this Agreement shall be allowed to carry over one (1) holiday into the succeeding year.

c.) An employee covered by this Agreement shall be allowed to accrue up to three (3) holidays in any given period and may be permitted to take same on consecutive days, departmental conditions permitting.

d.) Employees covered by this Agreement shall have taken at least ten (10) holidays on or before December 31st of each year.

Exceptions to the provisions of Section 2 may be made only in the case of a bona fide emergency; such instance requires the signed authorization of the Department Head and the appointing authority.
ARTICLE XI
VACATIONS

SECTION 1.

The following vacation schedule will apply to members of the bargaining unit.

a.) Two (2) weeks or ten (10) working days after the completion of one (1) year of service up to and including five (5) continuous years of service.

b.) Three (3) weeks or fifteen (15) working days after the completion of five (5) continuous years of service up to and including fifteen (15) continuous years of service.

c.) Four (4) weeks or twenty (20) working days after the completion of fifteen (15) continuous years of service.

d.) One (1) extra day of vacation for every year of service after twenty (20) years of continuous service up to a maximum of twenty-five (25) days of vacation. For the purpose of this section, an employee's anniversary date shall be defined as commencing with the date of his/her permanent appointment.

e.) Employees who are reinstated or reemployed within one (1) year from separation from City services will earn and accumulate vacation without a break in service for the purpose of calculating vacation entitlement.

SECTION 2.

No accumulation of vacation credits in excess of thirty (30) working days shall be permitted. The appointed authority shall notify the employee, in writing, of the total amount of his/her unliquidated credits when such credits total the equivalent of twenty (20) working days.

The time at which vacation may be drawn by an employee, covered by this Agreement, shall be subject to the prior approval of the Department Head.

SECTION 3.

Upon separation from service by resignation, retirement or death, an employee covered by this Agreement, or their estate or beneficiary as the case may be, shall be compensated in cash for their vacation credits not in excess of twenty-five (25) days.

SECTION 4.

After six (6) months of service, employees may be advanced one (1) week of vacation at the employee's request and if allowable under department workload requirements.

SECTION 5.

Employees may sell up to five (5) vacation days once per year each year by giving notice to the Department Head prior to the first payroll period in December.
SECTION 6.

Vacations are to be scheduled subject to Department Head approval, which will not be unreasonably withheld.

ARTICLE XII
SICK LEAVE

SECTION 1.

Sick leave is absence with pay necessitated by illness or physical disability of the employee.

SECTION 2.

Employees covered by this Agreement shall earn sick leave credits at the rate of one-half (½) day per bi-weekly pay period and may accumulate such credits up to a total of one hundred and eighty (180) days, provided, however, that such employee shall not earn sick leave credits for any bi-weekly pay period unless he/she is at full-pay status for at least eight (8) working days during such bi-weekly pay period.

SECTION 3.

An employee covered by this Agreement on sick leave shall notify his/her Department Head or designee of such absence and the reason therefore on the first day of such absence and prior to the beginning of his/her work day; provided, however, that where the work is such that a substitute may be required, the appointing authority may require earlier notification, but not more than two (2) hours prior to the beginning of the employees work day. Sick leave credits may be used in such units as the appointing authority may approve, but shall not be used as units less than one-half (½) hour.

SECTION 4.

Before absence for personal illness may be charged against accumulated sick leave credits, the appointing authority may require such proof of illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the department or agency, by a physician designated by the appointing authority. In the event of failure to submit proof of illness upon request, or in the event that, upon such proof as is submitted or upon the report of medical examination, the appointing authority finds that there is not satisfactory evidence of illness sufficient to justify the employees absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave privileges shall be cause for disciplinary action or dismissal.

The Department Head may require an employee who has been absent because of personal illness, prior to and as a condition of his/her return to duty, to be examined, at the expense of the department or agency, by a physician designated by the appointing authority, to establish that he/she is not disabled from the performance of his/her normal duties and that his/her return to duty will not jeopardize the health of other employees.
SECTION 5.

When approved by the appointing authority, the following types of absence up to a maximum of fifteen (15) days in a calendar year may be charged to sick leave:

1) Illness of the employee's immediate family.
2) Personal visits to a doctor or dentist.
3) Absence for maternity reasons

Proof of the need for such absences satisfactory to the Department Head may be required.

An employee may request additional family sick leave by making such requests to the Department Head. If the Department Head affirmatively recommends the approval of the request, it will be forwarded to the City Council for final disposition.

SECTION 6.

The appointing authority may, at its discretion, advance sick leave credits to an employee absent due to personal illness who has exhausted his/her accumulated sick leave, vacation and overtime credits. Such advance sick leave credits shall be repaid as soon as practicable after the employee's return to duty, from subsequent accumulation of time credits. The outstanding paid sick leave credits advanced to any employee under the provisions of this rule shall not at any time exceed a total of five (5) days.

Upon termination of the employee's services, any such advance of sick leave not offset by subsequent accumulations of sick leave, vacation and overtime credits shall be deducted from salary or wages due to the employee.

SECTION 7.

The appointing authority may, at its discretion, grant sick leave at half-pay (½) for personal illness to a permanent employee having not less than five (5) years of service after all of his/her sick leave, vacation and overtime credits have been used; provided, however, that the cumulative total of all sick leave at half-pay (½) hereafter granted to any employee during his/her City service shall not exceed one pay period for each complete year of service.

SECTION 8.

Any employee who uses three (3) days or less of sick leave in any calendar year shall be entitled to the payment of a $100 bonus which shall not be added to base and shall not be cumulative in subsequent years.

SECTION 9.

The City and the Union have established a Sick Leave Bank. The purpose of this Sick Leave Bank will be to benefit those eligible employees who have, by virtue of a catastrophic illness, exhausted their sick leave.

Employees may become members of the bank after the employee has six (6) or more months of full-time service with the City and by banking two (2) of their own accumulated sick leave days with the bank upon their initial enrollment and one (1) additional day each year.
thereafter as deemed necessary by the board of review. Such donations shall be made by means of filing a signed Authorization Statement with the Personnel Director of the City no later than January 31st of each year.

ARTICLE XIII
LEAVES OF ABSENCE

SECTION 1.

An employee who is absent from duty because of Workers' Compensation injury, or disease, as defined by the Workers' Compensation Law, pending adjudication of his/her case, and while his/her disability renders him/her unable to perform the duties of his/her position, will be permitted to use accumulated sick leave.

If such employee is eventually awarded compensation by the Workers' Compensation Board for the period of his/her leave in which he/she utilized his/her accumulate sick leave, he/she shall turn over such award to the City, and then the employee will be credited with the value of said award in accumulated sick leave.

An employee who has exhausted his/her accumulated sick leave may apply for a leave of absence without pay, pursuant to Section 6 of this Article.

SECTION 2.

On proof of the necessity of jury service or attending court pursuant to subpoena or other order of the court, an employee shall be granted a leave of absence with pay by the appointing authority.

SECTION 3.

If an employee, who is not ill himself/herself, is required to remain absent, because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she shall be granted leave with pay for the period of this required absence, without charge, against accumulated sick leave, vacation or overtime credits.

Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his/her return to duty will not jeopardize the health of other employees.

SECTION 4.

The appointing authority shall grant any leave of absence, with pay, required by law.

SECTION 5.

A permanent employee may, at the discretion of the appointing authority, be granted a leave of absence from his/her position, without pay, for a period not exceeding eleven (11) months. For the purpose of this rule, time spent in active service in the military forces of the United States of America or the State of New York shall not be considered in computing the period of leave.
SECTION 6.

Where a leave of absence without pay has been granted for a period which aggregates eleven (11) months, a further leave of absence without pay shall not be granted unless the employee returns to his/her position and serves continuously therein for six (6) months immediately preceding the subsequent leave of absence.

ARTICLE XIV
RETIREMENT PLAN

SECTION 1.

The City does hereby elect to provide the Career Retirement Plan of Section 75-g and 41j of the Retirement and Social Security Law as presently or hereafter amended, for employees of participating employers.

SECTION 2.

Upon retirement only, the Employer will pay in a lump sum any accumulated sick leave days over one hundred and sixty-five (165) days, but not in excess of one hundred and eighty (180) days.

ARTICLE XV
HEALTH INSURANCE COVERAGE

SECTION 1.

The employer will provide Blue Preferred PPO with a $5/$10 drug co-pay for calendar year 2009. Beginning January 1, 2010, the prescription drug coverage shall be $10/$25/$40, as well as a mail order program for maintenance drugs.

Effective on the dates shown below, employees shall contribute towards the cost of health insurance as follows:

January 1, 2009

Using same formula in effect for 2008.

January 1, 2010

5% of premium capped as follows:
$50.00/month for individual coverage
$100/month for two-person coverage
$110/month for family coverage

SECTION 2.

The employer will have the right to change carriers or to become self insured if the benefits are comparable to the benefits offered in the Blue PPO Plan. If the employer desires to change the carrier or to become self insured the union shall be given a minimum of three (3) months written notice. Failure of the union to agree that the change will result in comparable
benefits will permit the union to file for arbitration within thirty (30) calendar days of notice of change to the union. Failure to file for arbitration within thirty (30) days shall be an acceptance by the union that benefits are comparable. For the purposes of this section, comparability shall mean viewing the substituted plan as a whole. Some specific benefits may be "better" than those in the Blue Preferred PPO and some specific benefits may be "not as good" as the benefit levels in the Blue Preferred PPO, but taken as a whole the substituted plan is "comparable" to the Blue Preferred PPO.

SECTION 3.

Effective July 1, 2006, the City will provide and pay the full cost for individual coverage the CSEA Employee Benefit Fund plans known as:

- Platinum 12 Vision
- Horizon Dental

Employees who elect family coverage will be responsible for the payment of the difference between individual and family coverage.

SECTION 4.

The employer agrees to continue to pay eligible employees who "buy out" health insurance coverage an annual payment as follows:

- Individual Coverage $750.00
- 2-person Coverage $1,000.00
- Family Coverage $1,500.00

SECTION 5.

A Section 125 Internal Revenue Code Plan for health insurance will be provided by the employer.

ARTICLE XVI
RETIREE HEALTH INSURANCE

A. All employees whose full-time hire date in the City of Oneonta was before December 15, 2008, shall be provided health insurance as a post-employment benefit for themselves and their eligible dependents until they become Medicare eligible, which insurance shall be comparable to that provided to members of the CSEA bargaining unit which the City and CSEA acknowledge can be changed through the negotiating process between the City and CSEA from time to time. Post Medicare eligibility-age coverage will include a Medicare supplemental plan with prescription drug coverage. The aforementioned coverages shall be subject to the following:

1. The employee was a full-time employee of the City of Oneonta for a minimum of ten (10) years and retired directly from the City in accordance with a New York State and Local Employees' Retirement System Plan, or
2. The employee was a full-time employee who became disabled as a result of an accident and was awarded an accidental disability retirement by the New York State and Local Employees’ Retirement System, or

3. The employee was a full-time employee with 15 or more years of service who became disabled while employed by the City, and was awarded an ordinary disability retirement by the New York State and Local Employees’ Retirement System.

4. If the retiree obtains employment, and as a result of that employment the retiree is eligible for health insurance coverage, the retiree is requested to notify the City to discuss buy-out options. The City will inform the retiree of the restrictions to health insurance plan re-entry, if any.

5. If the retiree's spouse has access to health insurance coverage for the retiree, the retiree is requested to notify the City to discuss possible buy-out options. The City will inform the retiree of the restrictions to health insurance plan re-entry, if any.

6. The retiree (both service and disability) shall contribute toward health insurance premiums, prescription drug and Medicare supplemental health insurance premiums, at the same rate of contribution in effect for such employee on the date of the employee's retirement subject to caps of $50 per month for single coverage, $100 per month for two-person coverage, and $110 per month for family coverage. The City will pay the balance of all such premiums but shall not be responsible for any premiums for Medicare plans. Medicare premiums are the responsibility of the retiree.

7. A retiree with less than ten (10) years of full-time service to the City on the date of their retirement shall contribute toward health insurance premiums, prescription drug and Medicare supplemental health insurance premiums, at the same rate of contribution in effect on the date of their retirement or 5% of the premium, whichever is higher subject to caps of $50 per month for single coverage, $100 per month for two-person coverage, and $110 per month for family coverage. The City will pay the balance of all such premiums of these plans but shall not be responsible for any premiums for Medicare plans. Medicare premiums are the responsibility of the retiree.

8. Employees who retire between January 1, 2008 and February 1, 2008 shall contribute at the same rate of contribution in effect at retirement, uncapped, for a three (3) year period commencing with their date of retirement. There shall be no contribution subsequent to 2/1/2011. Any employee who retired between February 2, 2008 and the ratification date of this Agreement shall be subject to the terms and conditions of Section A of this Agreement.

9. Upon the death of a retiree, the City shall continue to provide the spouse and eligible dependents coverage subject to the rate of contribution in effect for the retiree at the time of death for a period of one (1) year, and thereafter subject to a contribution by the survivor(s) that equals 100% of the total premium, except for that portion of the premium attributable to prescription drug coverage which the survivor will pay 50% of the cost and the City will pay 50% of the cost until such time as the survivor(s) becomes eligible to enroll in Medicare. Thereafter coverage will be provided subject to a 100% premium contribution from the survivor. Upon reaching Medicare eligibility age, any coverage will be subject to a 100% premium contribution from the survivor(s).
10. A retiree or survivor shall be allowed to re-enter the City's group health insurance program, unless the plan document prohibits reentry, subject to the applicable rate of contribution for the retiree as determined by paragraph 6, 7, or 8 above, if for any reason he/she had chosen not to participate.

11. The City retains the ability to modify City provided post Medicare health coverage. The City agrees that before making changes (those over which the City has control), to this plan, it will meet and confer with CSEA regarding those changes.

B. All CSEA bargaining unit members whose full-time date of hire in the City of Oneonta was on or after December 15, 2008 shall be provided, in retirement, with health insurance coverage which insurance shall be comparable to that provided to members of the CSEA bargaining unit which the City and CSEA acknowledge can be changed through the negotiating process between the City and CSEA from time to time. Post Medicare eligibility-age coverage will include a Medicare supplemental plan with prescription drug coverage. The aforementioned coverages shall be subject to the following:

1. The City's obligation to provide coverage, if any, shall continue for a period of twenty (20) years from the date of the employee's retirement, subject to the following:

2. The employee was a full-time paid employee of the City of Oneonta for twenty (20) years and retired directly from the City in accordance with a New York State and Local Employees' Retirement System, or

3. The employee was a full-time employee who became disabled while employed by the City and as a result received an accidental disability retirement from the New York State and Local Employees' Retirement System, or

4. The employee was a full-time employee with the City for 15 or more years of service who became disabled while employed by the City and received an ordinary disability retirement from the New York State and Local Employees' Retirement System.

5. If the retiree obtains employment, and as a result of that employment the retiree is eligible for health insurance coverage, the retiree is requested to notify the City to discuss buy-out options. The City will inform the retiree of the restrictions to health insurance plan re-entry, if any.

6. If the retiree's spouse has access to health insurance coverage for the retiree, the retiree is requested to notify the City to discuss possible buy-out options. The City will inform the retiree of the restrictions to health insurance plan re-entry, if any.

7. A retiree shall be allowed to re-enter the City's group health insurance program, unless the plan document prohibits re-entry, subject to the applicable rate of contribution for the retiree as determined by paragraph B.8 if for any reason he/she had chosen not to participate.
8. A service retiree with twenty (20) years of service or more to the City shall contribute toward health insurance premiums, prescription drug premiums and Medicare supplemental health insurance premiums as follows:

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<tr>
<th>Years of Full-Time Paid Service to the City</th>
<th>City's Premium %</th>
<th>Retiree's Premium %</th>
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<tr>
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9. A disability retiree with less than twenty (20) years of service will contribute as though they had twenty years of service in accordance with the schedule in paragraph B.8 above. If the disability retiree had more than twenty years of service at the time of retirement, they will contribute in accordance with the schedule set forth in paragraph B.8 above.

10. At the time a retiree becomes Medicare eligible, the retiree will be responsible for the payment of all Medicare premiums and the City's obligation for the payment of Medicare supplemental insurance and prescription drug coverage shall be in accordance with the schedule set forth in paragraph B.8 above until twenty years from the date of retirement has lapsed, at which time the City's obligation for coverage shall end.

11. If the death of a retiree occurs before twenty (20) years has elapsed from the date of retirement, the City will continue to provide coverage to the retiree’s spouse and eligible dependents subject to the rate of contribution for the retiree for a period of one year, and thereafter (up to twenty (20) years from the date of retirement) subject to a contribution by the survivors that equals 100% of the total premium except for that portion of the premium applicable to prescription drugs, whereby the survivors and the City will each pay 50% of the premium applicable thereto. All survivor coverages terminate after twenty (20) years from the date of the retiree's retirement.

12. A retiree shall be allowed to re-enter the City's group health insurance program, unless the plan document prohibits re-entry, subject to the applicable rate of contribution for the retiree as determined by paragraph B.8 above, if for any reason he/she had chose not to participate.

13. The City retains the ability to modify City provided post Medicare health coverage. The City agrees that before making changes (those over which the City has control), to this plan, it will meet and confer with CSEA regarding those changes.
ARTICLE XVII
GRIEVANCE PROCEDURE

SECTION 1. – PURPOSE

It is the desired objective of the parties to encourage the prompt and informal resolution of employee's complaints in relation to the provisions of this Agreement as they arise, and to provide recourse to orderly procedure for the satisfaction of such grievances.

SECTION 2. – DEFINITIONS

a.) Grievance, as used in the Agreement, shall mean a complaint or request of an employee or the Union which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

b.) “Days” shall mean calendar days.

SECTION 3.

Except with the right to present an individual grievance, as expressly set forth in this Article, the Union shall, in the redress of grievances, be the exclusive representative of the aggrieved person, and only the Union shall have the right to assist in any such grievance.

SECTION 4. – GRIEVANCE PROCEDURE

Level 1 - Department Head

A grievance shall be filed, in writing, with the Department Head. The aggrieved person may:

a.) Discuss the grievance with the Department Head in the presence of the Union representative.

b.) Request the Union representative to act on the aggrieved person's behalf.

Failure to present a grievance within thirty (30) calendar days after the occurrence of the claimed grievable event shall result in a waiver of all rights involved. The Department Head shall, within seven (7) days after the presentation of the written grievance, make a decision and communicate the decision and reasons therefore, in writing, to the employee presenting the grievance, to the Union, and to the Mayor or designee.

Level 2 - Review by Mayor or Designee

If the aggrieved person is not satisfied with the decision arrived at under Level 1, the aggrieved person may, within five (5) days after receipt of the Department Head's decision, request, in writing, the Mayor or designee to review the matter. Such request shall include, among other things, a summary of the grievance and a statement of why the determination at Level 1 was unsatisfactory. The Mayor or designee shall meet with the aggrieved person, and with the aggrieved person's Union representative, at a mutually convenient time within seven (7) days after the presentation of the request for review to the Mayor or designee. Such meeting shall be an attempt to resolve the grievance. Within seven (7) days after such a meeting, the
Mayor or designee shall make a written decision setting forth statements of fact, conclusions, and reasons for such conclusions. A copy of such decision shall be given to the aggrieved person and to the Union.

Level 3 — Arbitration

The Union may within ten (10) days of receipt of the decision at Level 2 file a Demand for Arbitration with the Public Employment Relations Board in accordance with the Rules and Procedures of the Public Employment Relations Board. The parties shall designate an arbitrator pursuant to the Rules of the Public Employment Relations Board. Arbitration hearings shall be closed and no news releases shall remain concerning the hearing. The decision of the arbitrator shall be issued within thirty (30) days from the date of the close of the hearing or as soon thereafter as is practicable. The arbitrator shall have no power or authority to make any decisions which require the commission of an act prohibited by law or which shall be violative of the terms of this agreement. The decisions of the arbitrator shall be final and binding upon all parties. The arbitrator’s fees and expenses shall be shared equally by the Union and the City.

Employees who are not eligible to be covered by Section 75 of the Civil Service Law and have two (2) or more years of service may file a grievance if they are dismissed from employment. The grievance shall be limited to steps 1 and 2. The decision of the Mayor or his/her designee shall be binding and final on all parties.

ARTICLE XVIII
NO DISCRIMINATION

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

ARTICLE XIX
SAVING CLAUSE

SECTION 1.

If any article or part thereof of this Agreement or any addition thereto 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 this Agreement or additions thereof 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 the purposes of negotiating a satisfactory replacement for such article or part thereof.
ARTICLE XX
LEGISLATIVE ACTION

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 PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE XXI
SENIORITY

SECTION 1.

Seniority, as used in this Agreement, shall be length of permanent full-time City service without a break in service of more than one (1) year.

Seniority shall be considered in matters of promotion within non-competitive class and labor class positions.

For the purpose of settling disputes among members covered by this Agreement, seniority shall prevail in matters of shift vacancies, selection of days off and vacation scheduling within a department. This resolution shall be subject to the need of that department and upon the approval of the Department Head. Such approval shall not be unreasonably withheld.

Seniority shall prevail in the event of lay-offs of non-competitive and labor class employees covered by this Agreement.

ARTICLE XXII
DAMAGED PERSONAL PROPERTY

Damaged personal property shall be defined specifically as wrist watches, prescription glasses, including frames, which will be replaced at the following maximum amounts where the damage is not through the fault or liability of the employee.

A. Wrist Watches $50.00
B. Prescription Lenses and Frames $200.00

It is agreed and understood that replacements will be authorized only when it can be substantiated that all safety equipment was work and/or in use.

ARTICLE XXIII
LABOR MANAGEMENT COMMITTEE

The purpose of this Article is to foster a harmonious working relationship. The Employer and the Union shall establish a joint Labor-Management Committee to facilitate
better communication and improved labor-management relationships by providing an informal forum for the free exchange of views and discussions of mutual concerns and problems.

The Committee shall consist of four (4) members appointed annually. The Mayor shall appoint two (2) individuals to represent the **Employer** and the President of the **Union** shall appoint two (2) members to represent the Union.

The Committee shall endeavor to meet on a regular basis. The Committee shall also convene within ten (10) working days upon written request of either party.

**ARTICLE XXIV**  
**POSTING JOB VACANCIES**

**SECTION 1.**

The **Employer** agrees to post notices in City Hall, Central Garage, Public Works Garage, Water Plant, Wastewater Plant, Police Department and Recreation Department of vacancies at least ten (10) working days and send copies of notices to the Union President.

**SECTION 2.**

The **Employer** will send the President of the **Union** copies of all local Civil Service examination announcements regarding bargaining unit positions.

**ARTICLE XXV**  
**PERSONAL LEAVE**

Employees covered by this Agreement will receive three (3) personal leave days annually. Personal leave must be taken before the end of each calendar year and is not cumulative. Personal leave shall be subject to the Department Head’s prior approval. An employee shall be compensated for all unused personal leave upon retirement or resignation.

**ARTICLE XXVI**  
**STANDBY/ON-CALL COMPENSATION**

Employees who are required by the employer to remain in “standby/on-call status” outside of their regular hours of employment shall be compensated at the rate of one dollar ($1.00) per hour for all hours which are part of the standby assignment. If the employee is called out during the standby/on-call period and receives additional compensation for the callout, the employee will still continue to be paid standby/on-call compensation during the period of callout. The employer may assign a pager, a cell phone, or other communications device to employees who are required to be on standby/on-call.
ARTICLE XXVII
BEREAVEMENT LEAVE

SECTION 1.

Up to five (5) days bereavement leave may be taken as a result of the death of a member of an employee's immediate family. Immediate family shall be defined as the employee's spouse, child, step child, brother, sister, or parent.

SECTION 2.

Employees shall be allowed three (3) days of bereavement leave for the death of a father or mother-in-law, a son or daughter-in-law, a brother or sister-in-law, a grandparent or grandparent-in-law, and for any relative residing in the employee's household.

ARTICLE XXVIII
TOOL ALLOWANCE

The employer agrees to reimburse mechanics who are required to maintain their own set of tools on behalf of the Employer, up to the amount shown below for tool replacement according to the following schedule.

January 1, 2009 - $300 per year.
January 1, 2010 - $350 per year.
January 1, 2011 - $400 per year.
January 1, 2012 - $450 per year.

The employer will establish a procedure whereby the tool allowance will be reconciled twice per year.
ARTICLE XXIX
DURATION

This Agreement shall become effective January 1, 2009 and shall continue in full force and effect until December 31, 2012.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives on the 20th day of December, 2010.

FOR THE UNION

Gerald Phelan
Thomas Pondolfino, Unit President
Linda Stiefel, Unit Vice President
Terry Stiefel, Team Member
Michael Miller, Unit Secretary

FOR THE EMPLOYER

Richard P. Miller, Jr., Mayor
APPENDIX A
CLASSIFICATION PLAN

GRADE 1
Clerk
Cleaner
Laborer

GRADE 2
Custodial Worker
Keyboard Specialist
Transcriptionist

GRADE 3
Account Clerk
Account Clerk/Typist
Data Entry Machine Operator
Parking Enforcement Officer
Accounts Payable Technician
Customer Service Representative

GRADE 4
Bus Driver
Maintenance Workers
Senior Clerk
Senior Keyboard Specialist

GRADE 5
Senior Account Clerk
Senior Account Clerk Typist
Senior Data Entry Machine Operator

GRADE 6
Auto Parts Storekeeper
Civilian Dispatcher
Custodian
Motor Equipment Operator
Ordinance Inspector
Wastewater Treatment Plant Operator Trainee
Water Treatment Plant Operator Trainee

GRADE 7
Automotive Mechanic
Building Maintenance Mechanic
Groundskeeper
Senior Bus Driver
Wastewater Distribution Maintenance Mechanic
GRADE 8
Water Treatment Plant Operator
Wastewater Treatment Plant Operator

GRADE 9
Carpenter
Head Custodian
Heavy Equipment Operator
Wastewater Treatment Plant Operator II
Water Distribution Maintenance Mechanic
Water Treatment Plant Operator II
Water Treatment Plant Maintenance Mechanic

GRADE 10
Laboratory Technician
Senior Automotive Mechanic
Senior Civilian Dispatcher

GRADE 11
Head Automotive Mechanic
Working Supervisor

GRADE 12
Laboratory Director

GRADE 13
Senior Water Treatment Plant Operator
Senior Wastewater Treatment Plant Operator
# APPENDIX B

## SALARY SCHEDULE

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### SALARY SCHEDULE
(Continued)

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## APPENDIX B
### SALARY SCHEDULE
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APPENDIX C

ALCOHOL AND DRUG TESTING PROCEDURES
(Non-Transit Employees)

Section 1. FHWA Regulation

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 and Employer, 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, 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 Transit Administration regulations, 49 CFR Parts 653 and 654, as they pertain to employees operating non-revenue service vehicles which are required to be operated by a holder of commercial driver's 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 Regulation: 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 and Drug Information: The Employer shall provide detailed educational material to each covered employee, which explains the requirements of the Federal Regulations. At a minimum, the materials shall include detailed information which meet the requirements of 49 CFR Part 382, 601(b), Part 654.71(b) and Part 653.25, including, but not limited to: (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug test; (6) an explanation of what constitutes a refusal to submit to alcohol and controlled drug test and the attendant consequences; (7) the requirement that an employee be removed immediately from safety-sensitive functions and the
provisions for referral, evaluation, and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of alcohol or prohibited drugs; (10) the procedure to protect the employee and the integrity and the validity of the test; (11) the effects of the misuse of alcohol and use of prohibited drugs; and (12) the person designated by the Employer to be contacted for questions and/or additional information.

3.3 **Required Tests:** The Employer shall provide a detailed 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.

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

4.1.3 The person designated to make the determination of reasonable suspicion shall not administer the test.

4.1.4 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.

4.1.5 Each alcohol test shall be reviewed by the Employer's designee to ensure compliance with all procedures set forth in this MOA as well as all Federal Regulations, including the validity of the test.

**4.2 Tests for Prohibited Drugs:**

4.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified NIDA laboratories.

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 MRO shall immediately inform the employee of the result and notify the employee of the 72 hour time period to request that split specimen be sent to another certified lab for testing in accordance with the procedures set forth in 49 CFR Part 40, Sections 40.25 (f) (10) (ii), 40.29 (b) (2) (3), and 40.33 (f).
4.2.4 Visual Observations 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 Each drug test shall be reviewed by the Employee’s designee to ensure compliance with all procedures set forth in this Memorandum of Agreement as well as all Federal Regulations, including the validity of the test.

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. Should the employer join a consortium, the employer agrees, that as the Employer’s agent, the consortium will not test more than the required percentage of employees as determined by the annual rate of positive tests.

5.2 Random Drug Tests: The Employer shall not administer random drug 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. Should the employer join a consortium, the Employer agrees, that as the Employer’s agent, the consortium will not test more than the required percentage of employees as determined by the annual rate of positive tests.

5.3 Union Observation: During Random tests of bargaining unit members covered by federal regulations, the Union may be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to notify the Union of random tests. The City will not unreasonably deny the union's request to observe testing.

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 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, if possible, to duties within the employee's job description, which do not require the performance of safety-sensitive functions. If this is not possible, the employee shall be given duties outside of the employee's job description.
such duties available or the employee is unable to perform alternative duty he/she may be sent home without loss of pay or leave credits. The employee shall not be subject to any 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 a minimum of two 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 may whenever possible attend a refresher course each year on the physical, behavioral, speech, and performance indicators of probable misuse of alcohol or use of prohibited drugs. The employer shall notify the Unit when such a refresher or training session is scheduled.

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 contacting 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 Except for employees assigned to on call status, the employee shall be provided the opportunity to acknowledge the use of alcohol and the inability to perform the employee’s safety-sensitive function at the time the employee is called to report for duty. Such employee shall not be assigned to a safety-sensitive function nor subjected to an alcohol test or any disciplinary action.

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 may make a 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: If 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 may 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 full 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 shall 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.

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 may 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 10. Referral, Evaluation and Treatment

10.1 Designation of Substance Abuse Professional: The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drugs-related disorders. The Employer shall select the substance abuse professional with concurrence from the Union.

10.2 Employee Assistance Program: The Employer shall make available and adequately fund an Employee Assistance Program capable of evaluating and resolving problems associated with the misuse of alcohol and use of prohibited drugs.
10.3 Rehabilitation Program: The Employer shall make available a rehabilitation program through established health insurance programs. The employee shall be responsible for any additional costs for and associated with any treatment program in which the employee participates.

10.3.1 Any costs involving the use of a Substance Abuse Professional under the regulations shall not be borne by the Employer, unless mutually agreed upon by both parties to this MOA.

10.4 Leave of Absence: A leave of absence will be allowed for treatment on an in-patient or out-patient basis. While on leave of absence, the employee may use accumulated sick leave credits, holidays and other accrued leave time up to the limits set forth in the Collective Bargaining Agreement or other applicable laws, rules or regulations, including any discretionary leave rights. Otherwise the leave of absence shall be without pay. Nothing herein shall be construed to diminish any rights, which may apply under the ADA, FMLA or other relevant laws.

10.5 Limited Duty: If an employee chooses to participate in an out-patient rehabilitation program and does not take a leave of absence, 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 or to another position which does not require the performance of safety-sensitive functions.

10.6 Return to Work: Reinstatement to the employee's position or an equivalent position may occur only upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent shall be made by the Chief Executive Officer after consultation with the Substance Abuse Professional.

Section 11. Follow-up Testing

11.1 Frequency: In accordance with the Federal Regulations, the number and frequency of follow-up tests shall be 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 of follow-up testing shall not in any event exceed sixty months from the date of the employee's return to duty.

11.2 During Follow-up Tests: The employee shall be advised of the employee's right to have legal counselor 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. Disciplinary Procedure:

12.1 Discipline:

12.1.1 If, as a result of a positive test, the Employer believes that incompetence or misconduct exists, then correction and progressive discipline may be sought. Time in service and prior offenses, or lack thereof, may be considered in determining appropriate penalties to be sought.

12.1.2 The employee shall be served with a written notice of the proposed disciplinary action and given an opportunity to discuss the matter with a Union Representative or an attorney prior to the implementation of the action. Said notice of disciplinary action will be given, simultaneously, to the employee union representative. The Employer must comply with all Local, State and Federal
mandates regarding the discipline and discharge of City workers. Employees who are charged with a violation of the Drug and Alcohol Policy shall be afforded the protection of the applicable Civil Service Law (i.e. Section 75) and are not covered by the grievance procedure contained in the agreement between the City and CSEA.

12.2 Appeal of Proposed Disciplinary Action:

12.2.1 If either the Union or the employee disagrees with the proposed discipline, the Union or employee may submit the matter, in writing, to the Mayor. The response must be submitted, in writing, within ten (10) workdays from receipt of the notice of discipline.

12.2.2 Within five (5) workdays after receiving the employee response, the Mayor shall meet with the employee and, if the employee requests, the employee's attorney or the designated representative of the Union. Within five (5) days after said meeting, the Mayor shall issue a written response which shall be sent to the employee and simultaneously to the to the employee representative, if applicable.

12.3 Hearing

12.3.1 If the employee or the Union is not satisfied with the response of the Mayor, the City will commence a Section 75 hearing to decide the matter. The employee or Union will request such a hearing in writing within five (5) workdays of the Mayor's response.

12.4 Method of Service: All disciplinary documents and notices shall be sent by certified mail, return receipt requested.

Section 13. Previous Policies and Procedures

13.1 Any procedure pertaining to alcohol and prohibited drugs, as they pertain to the same employees covered by the Federal regulations, shall be superseded by the procedures set forth by the Federal regulations and this Memorandum of Agreement. The Employer shall promulgate a new alcohol and drug policy pursuant to Section 3.1, above, within sixty (60) days following execution of this Memorandum of Agreement.

Section 14. Copies of Agreement

14.1 The Employer shall provide all affected employees with a copy of this Memorandum of Agreement, at no cost.

14.2 The Employer shall provide each new affected employee with a copy of this Memorandum of Agreement, at no cost, on the employee's first day of work.

Section 15. Savings Clause

15.1 In the event that any portion of this Memorandum of Agreement should be found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, but the remainder of this Memorandum of Agreement shall continue in full force and effect, unless that would lead to unjust or impractical results.

15.2 Upon the issuance of such a decision, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such portion of this Memorandum of Agreement involved.
IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed by their respective representative on ______________, 2007

THE EMPLOYER

__________________________

DATE

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-CIO

__________________________

DATE
POLICY

Oneonta Public Transit is dedicated to providing safe, dependable and economical transportation services to our transit system passengers. Oneonta Public Transit’s employees are our most valuable resource and it is our goal to provide a safe, satisfying working environment, which promotes personal opportunities for growth. In meeting this goal it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

Oneonta Public Transit’s Substance Abuse Policy was originally approved and adopted by The City of Oneonta’s Common Council on 4/06/93 and became effective 4/06/93. A copy of the signed adoption by the Common Council is attached to this policy. Anytime this policy is amended or updated due to changes in Federal regulations in the future, the policy will contain the date, proof of adoption of the amended policy by the Common Council and the date the amended policy, or portion thereof, became effective.

PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, which mandate urine drug testing and breath alcohol testing for safety-sensitive positions and which prohibit performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (DOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, “The Drug-Free Workplace Act of 1988.” This policy incorporates those requirements for safety-sensitive employees and others when so noted.

1.) APPLICABILITY

a.) This policy applies to all transit system employees; paid part-time employees, contract employees and contractors when performing any transit-related safety-sensitive duties or when they are on transit property. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contract employees are governed by this policy while on transit premises and will not be permitted to conduct transit business if found to be in violation of this policy.

b.) A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), dispatch and maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, and any other employee or volunteer who perform duties requiring a CDL and/or performs a safety sensitive function and receives remuneration in excess of their actual expenses. Supervisors performing any of
the above-described functions are considered to be safety-sensitive employees. Participation in The Company's Substance Abuse Program as stated in this policy is a condition of employment.

c.) All positions at Oneonta Public Transit were reviewed for safety-sensitive duties to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. The following positions were determined to be safety-sensitive:

Drivers; Dispatchers; and Mechanics

2.) PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy include the following:

a.) Illegally Used Controlled Substances or Drugs

i.) Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration that is found to impair mental functioning, motor skills or judgment. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

b.) Legal Drugs

i.) The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates the mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought by the employee, as appropriate, regarding the affect on the ability to perform work-related duties.

ii.) A legally prescribed drug means that the individual has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing transit business is prohibited.

c.) Alcohol

i.) The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance, which causes alcohol to be present in the body while performing transit business, is prohibited.

3.) PROHIBITED CONDUCT

a.) Manufacture, Trafficking, Possession, and Use

i.) Transit System employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances on transit authority premises, in transit vehicles, in uniform, or while on transit authority business. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.
b.) **Intoxication/Under the Influence**

i.) Any safety sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from safety sensitive job duties pending an investigation and verification of condition. Employees who fail to pass a drug or alcohol test shall be removed from duty immediately, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) and subject to disciplinary action, up to and including termination. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

c.) **Alcohol Use**

i.) No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned safety-sensitive functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.02 or greater. No safety sensitive employee shall use alcohol while on duty, in uniform, while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. No safety-sensitive employee shall use alcohol within four hours of reporting for duty, or during the hours that they are on call. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination.

4.) **COMPLIANCE WITH TESTING REQUIREMENTS**

a.) All safety-sensitive employees will be subject to urine drug testing anytime while on duty and alcohol testing only just prior, during and just after the performance of safety-sensitive duties. The alcohol testing may be done using breath or saliva for the screening test. All confirmation tests for alcohol must be done using an Evidential Breath Testing Device. Any safety sensitive employee who refuses to comply with a request for testing shall be removed from duty immediately, informed of educational and rehabilitation programs available, and referred to a SAP. Any safety sensitive employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection.

b.) **Refusal to Test**

Refusal to comply with drug and alcohol testing requirements can include an inability to provide sufficient urine specimen or breath samples without a valid medical explanation, verbal declaration of refusal, obstructive behavior, refusal to sign the drug testing custody and control form or Step #2 on the alcohol testing form, leaving the scene of an accident, without a valid reason, before drug and alcohol testing have been completed, or physical absence. Physical absence includes not reporting at all for testing when directed by the employer or reporting for testing more than a half an hour late for a scheduled appointment. Refusal to test is considered a positive test and will result in immediate removal from duty and referral to a SAP.

5.) **TREATMENT REQUIREMENTS**

a.) All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Having been found in violation of this policy, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with Oneonta Public Transit's requirements for treatment, after-care, or return-to-duty may be subject to disciplinary action, up to and including termination. The cost of any treatment or rehabilitation services will
be paid for directly by the employee or their insurance provider. Eligible employees will be allowed to take accumulated sick leave and/or vacation leave to participate in the prescribed rehabilitation program.

6.) NOTIFICATION OF CRIMINAL DRUG CONVICTION

a.) All employees are required to notify the transit system of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision may result in disciplinary action, up to and including termination.

7.) PROPER APPLICATION OF THE POLICY

a.) Oneonta Public Transit is dedicated to ensuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including dismissal.

8.) TRAINING FOR SAFETY-SENSITIVE EMPLOYEES & SUPERVISORS

a.)

i.) All safety-sensitive employees shall receive a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment and indicators of prohibited drug use.

ii.) Supervisors responsible for making the decision to reasonable suspicion test must receive a minimum of 60 minutes of training on drug and 60 minutes of training on alcohol information regarding the physical, behavioral, speech and performance indicators of probable drug and alcohol use.

b.) TESTING PROCEDURES

i.) Analytical urine drug testing and breath testing for alcohol may be conducted when circumstances warrant and as required by Federal regulations. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted according to the procedures put forth in 49 CFR Part 40, as amended, including, picture identification of the employee, Federal Drug Custody and Control Form with unique specimen identification number completed by a trained collection site person who insures that the Custody and Control Form is completed correctly and signed and certified by the donor, collection of Split Sample specimens that are sealed and initialed by the donor.

ii.) The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen, called an immunoassay test, will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.
### Drug Name - Metabolite | Screening Cut-Off | Confirmation Cut-Off
--- | --- | ---
Marijuana - Delta 9 THC | 50 ng/ml | 15 ng/ml
Cocaine - Benzoylecgonine | 300 ng/ml | 150 ng/ml
Opiates - Morphine/Codeine | 2000 ng/ml | 2000 ng/ml
PCP - Phencyclidine | 25 ng/ml | 25 ng/ml
Amphetamines | 1000 ng/ml | 500 ng/ml

In instances where there is a reason to believe an employee is abusing a substance that impairs mental functioning, motor skills or judgment, other than the five drugs listed above, Oneonta Public Transit reserves the right to request a separate sample and to test for additional drugs under Oneonta Public Transit’s own authority using standard laboratory testing protocols.

iii.) The integrity of the alcohol testing process is insured by picture identification of the employee, use of a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing Device (EBT) that displays and prints unique sequential numbers and is capable of producing 3 copies of the test result. The test is administered by a certified Breath Alcohol Technician (BAT) who is “trained to proficiency” in the operation of the EBT being used. The BAT completes a Federal Breath Alcohol Testing form and insures that it is signed by the donor. The employee shall be provided with written instructions prior to specimen collection for drug testing. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater, but less than 0.04 will immediately be removed from his/her safety-sensitive duties for a minimum of 8 hours or the start of the employee’s next regularly scheduled duty period, but not less than 8 hours or until a retest results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 655 for safety-sensitive employees. Alcohol testing will only be done just prior to, during, or just after a safety-sensitive employee’s shift.

iv.) Screening Test Technicians (STT) may be used to perform alcohol screening tests (saliva or breath), however, an EBT operated by a BAT must be used for confirmation of an alcohol test.

v.) Any safety-sensitive employee that has a confirmed positive drug or alcohol test will be immediately removed from their duties, informed of educational and rehabilitation programs available and referred to a Substance Abuse Professional (SAP) for an evaluation and assessment. A positive drug and/or alcohol test will result in disciplinary action, up to and including termination.

9.) **Employee Requested Testing**

i.) Any safety-sensitive employee who questions the results of a required drug test may request that an additional test be conducted. This test must be conducted at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. The employee pays all costs for such testing unless the result of the split sample test invalidates the result of the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee’s request for split sample testing must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. The MRO must direct the laboratory in writing to send the split sample with appropriate copies of the chain of custody form and a copy of the MRO’s request for testing to another DHHS certified laboratory. Requests after 72 hours will only be accepted if the delay was due to documented facts that were beyond the control of the employee.
10.) **TYPES OF DRUG & ALCOHOL TESTING EVENTS**

a.) **Pre-Employment Drug Testing**

i.) All safety-sensitive position applicants shall undergo urine drug testing immediately following the offer of employment into a safety-sensitive position or before transferring into a safety-sensitive position. Receipt by Oneonta Public Transit of a negative drug test result is required prior to performing safety-sensitive duties.

ii.) If the test is cancelled the applicant must retake and pass a drug test before performing safety-sensitive duties.

If a safety-sensitive employee returns to safety sensitive duties that has been off for more than 90 days and has not remained in the random pool, must pass a Pre-Employment test before resuming duties. When a covered employee or applicant has previously failed a pre-employment drug test, the employee must present to the employer proof of successfully having completed a referral, evaluation and treatment plan as described in Sec. 655.62

iii.) If otherwise qualified, an individual with permanent or long term disabilities that directly render them unable to provide an adequate urine specimen will be able to perform safety-sensitive duties despite their inability to provide urine during a pre-employment test. The MRO will determine long-term inability to provide urine by medical examination and consultation with the employee’s physician.

b.) **Reasonable Suspicion Testing**

i.) All safety-sensitive employees may be subject to urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral must be made by a supervisor, trained in the signs and symptoms of drug and alcohol use, who has personally observed and documented objective facts and circumstances which are consistent with the short-term effects of substance abuse. The criteria for a reasonable suspicion test must be based on contemporaneous, articulable, observations concerning the appearance, behavior, speech or body odor of the safety-sensitive employee. A supervisor making the decision to reasonable suspicion test may not act as the STT or BAT for that test.

Once the decision to reasonable suspicion test is made, the employee will be removed from safety-sensitive duties until the test results are received. The employee will be escorted to the collection site by the supervisor or another transit employee.

c.) **Post Accident Testing**

i.) Post accident testing of safety-sensitive employees involved in an accident with Oneonta Public Transit’s vehicle (regardless of whether or not the vehicle is in revenue service) is mandatory for accidents where there is loss of life and for nonfatal accidents if, 1) an individual involved in the accident immediately receives medical treatment away from the scene of the accident, or 2) one or more vehicles involved in the accident incurs disabling damage (damage which precludes the departure of a motor vehicle from the scene of an accident in its usual manner in daylight after simple repair) requiring transportation from the scene by tow truck or other vehicle; or if the mass transit vehicle is a rail vehicle or vessel that is removed from revenue service.

ii.) When there is loss of human life, each surviving safety-sensitive employee on duty in the mass transit vehicle at the time of the accident must be tested. Safety-sensitive employees not on the vehicle (e.g. maintenance personnel), whose performance could have contributed to the accident (as determined by Oneonta Public Transit using the best information available at the time of the accident) must be tested. Safety-
sensitive employees on duty in the mass transit vehicle at the time of a nonfatal accident (fitting the criteria above) must be tested unless their behavior can be completely discounted as a contributing factor in the accident. Other safety-sensitive employees whose performance could have contributed to the accident, as determined by Oneonta Public Transit using the best information available at the time of the accident shall also be tested after a non-fatal accident.

iii.) Following an accident safety-sensitive employees will be tested as soon as possible, but not to exceed 32 hours for drug testing. If alcohol testing is not done within 2 hours of the accident, the reason for not testing should be documented in a report and attempts to alcohol test must continue for up to 8 hours after the accident. If alcohol testing is not done within 8 hours or drug testing is not done within 32 hours following the accident, the reasons for not testing must also be updated on the written report. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following an accident or until they undergo a post-accident alcohol test.

iv.) The policy should indicate the results of a blood, urine, or breath test conducted by Federal, State, or local officials shall be considered to meet the requirements of this section, provided such test conforms to the applicable Federal, State, or local testing requirements, and that the test results are obtained by the employer.

v.) The requirements to test for drugs and alcohol following an accident should in no way delay necessary medical attention for injured people or prohibit a safety-sensitive employee from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care. However, the safety-sensitive employee must remain readily available, which means Oneonta Public Transit knows the location of the safety-sensitive employee. Any safety-sensitive employee who leaves the scene of the accident, without a justifiable explanation, prior to submission to drug and alcohol testing will be considered to have refused the test and shall face disciplinary action up to and including termination.

d.) Random Testing

i.) All safety-sensitive employees shall be subject to random, unannounced testing. The percentage of the number of employees the Federal Transit Authority (FTA) currently requires to be randomly tested for drugs is 50% of the total number of covered employees annually. The percentage of the number of employees the FTA requires to be randomly tested for alcohol is 25% of the number of all covered employees annually. These percentages are subject to annual review by the FTA. The current rates are 50% for drugs and 10% for alcohol. The selection of safety-sensitive employees for random drug and alcohol testing shall be made using a scientifically valid method such as a random number table or a computer-based random number generator that ensures each safety-sensitive employee that they will have an equal chance of being selected each time selections are made. Random tests will be unannounced and spread throughout all days and all hours of all shifts Oneonta Public Transit is in operation during the year. Employees are to proceed to the testing site immediately upon notification of a random test.

e.) Return to Duty Testing

i.) Before any safety-sensitive employee is allowed to return to duty performing safety-sensitive duties following a verified positive drug or alcohol test they must be evaluated by a SAP, complete any recommended treatment and provide a negative return to duty test. Return to duty testing is done at the recommendation of the SAP and may be for drugs and/or alcohol.

f.) Follow-up Testing

i.) Once a safety-sensitive employee is allowed to return to duty, they shall be subjected to unannounced random follow-up testing for at least 12 months, but not more than 60 months with a minimum of 6 tests being
done during the first 12 months. The SAP will determine the frequency and duration of the follow-up testing. Follow-up testing is separate from and in addition to the regular random testing program. Employees subject to follow-up testing must also remain in the standard random pool and must be tested whenever their name comes up for random testing, even if this means being tested twice in the same day, week, or month.

11.) RE-ENTRY CONTRACT

i.) Employees who re-enter the workforce must agree to a re-entry contract. The contract may include (but is not limited to):

- A release to work statement from the Substance Abuse Professional.
- A negative test for drugs and/or alcohol.
- An arrangement to unannounced frequent follow-up testing for a period of one to five years with at least six tests performed the first year.
- A statement of expected work-related behaviors.

An agreement to follow specified after-care requirements with the understanding that violation of the re-entry contract is grounds for discharge.

12) DRUG TESTING PROCEDURES

a.) URINE SPECIMEN COLLECTION PROCEDURES:

i.) Urine collections will be performed to the standards set in 49CFR part 40 as amended. An overview of the procedures are available in Attachment A to this policy.

b.) ALCOHOL TESTING PROCEDURES

i.) All alcohol testing procedures will be done according to the standards set forth in 49CFR part 40 as amended. An overview to the procedures is available in Attachment A.

13.) MEDICAL REVIEW OFFICER

a.) The laboratory results must be reviewed by a qualified MRO. The purpose of this review is to verify and validate test results. The laboratory shall report all results to the MRO in a confidential manner.

b.) A qualified MRO is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

c.) The MRO shall follow all procedures set forth in 49CFR part 40 as amended in which case the files must be retained.

14.) SUBSTANCE ABUSE PROFESSIONAL (SAP)

a.) Any individual who has a verified positive drug or alcohol test shall be removed from safety-sensitive duties immediately, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP). A SAP can be a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional with knowledge of and
clinical experience in the diagnosis and treatment of drug and alcohol related disorders or an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission.

i.) **The responsibilities of the SAP include:**

- Evaluating whether a safety-sensitive employee who has refused to submit to a drug or alcohol test or who has a verified positive drug or alcohol test result is in need of assistance in resolving the problems associated with prohibited drug and alcohol use.

- Evaluating whether a safety-sensitive employee who has a verified positive drug or alcohol test result has complied with the SAP's recommendations.

- Determine when return-to-duty testing is appropriate and whether it should be for drugs and/or alcohol.

- Recommend the number of months the returning safety-sensitive employee will be subject to follow-up testing (after the minimum six tests during the first 12 months) and whether it will be for drugs and/or alcohol.

ii.) The SAP who determines that a covered employee requires assistance in resolving problems with substance abuse may not refer the employee to the SAP's private practice from which the SAP receives remuneration or to a person or organization in which the SAP has a financial interest.

The SAP must follow the procedures and responsibilities set forth in 49CFR part 40.

b.) **Employee Access to Records**

i.) Drug testing records must be kept in a secure location with controlled access. Drug and alcohol test results may be released only under the following circumstances:

- Employer shall release information or copies of records regarding an employee's test results to a third party only as directed by specific, written instruction of the employee.

- Employer may disclose information related to a test result to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee tested.

- Upon written request, employer must promptly provide any employee with any records relating to his/her test, including calibration records and laboratory certification records.

- Employer must release information to the National Transportation Safety Board (NTSB) about any post-accident test performed for an accident under NTSB investigation.

- Employer shall make available copies of all results of employer testing programs, and any other records pertaining to testing programs when requested by DOT or any DOT agency with regulatory authority over the employer or any of its employees, or to a State oversight agency authorized to oversee rail fixed guideway system.
• **SYSTEM CONTACTS**

Program Manager:

Name: Jack Snyder  
Title: Operations Manager  
Address: 258 Main St. Oneonta N.Y. 13820  
Telephone: 607-432-7100

Medical Review Officer (MRO) (services will be provided by):

Name: William Y. Shang M.D.  
Address: Latcher Lab, 1 Norton Ave. Oneonta N.Y. 13820  
Telephone: 607-431-5803

Substance Abuse Professional (SAP):

Name: Gay Merrill - Otsego County Chemical Dependency Clinic  
Address: 438 Main St. Oneonta N.Y. 13820  
Telephone: 607-431-1030

**DHHS Certified Laboratory:**

Name: Quest Laboratories  
Address: Teterboro, N.J.  
Telephone: 1-800-631-1390

Collection Site:

Name: A.O. Fox Hosp./ FoxCare Center  
Address: 1 Norton Ave. Oneonta N.Y. 13820  
Telephone: 607-432-5243

**The toll-free number for Substance Abuse Assistance is:**

1-800-662-HELP
EMPLOYEE RECEIPT OF ONEONTA PUBLIC TRANSIT
DRUG AND ALCOHOL TESTING POLICY

Return this completed form to your immediate supervisor

Employee Name (Print): ________________________________________________

I have received and will read Oneonta Public Transit's Drug and Alcohol Abuse Testing Policy. I understand that I will be held responsible for the content of the policy and I agree to abide by the drug and alcohol testing policy. If I need any clarification or if I have any questions regarding the substance of the policy, I will address them with the company's program administrator.

I understand that violation of this Policy may be grounds for immediate termination of my employment.

This policy adheres to the Federal Transit Administration's mandated regulations for drug and alcohol testing.

Employee Signature: ________________________________________________

Date Signed: ________________
A.) Urine Collection and Alcohol Testing Procedures

1.) Urine collection for drug testing shall be done at a location that provides:

- a privacy enclosure for urination
- a toilet receptacle large enough to contain a complete void
- a source for washing hands
- a suitable surface for writing

2.) The collection site personnel shall be trained in the proper procedures for preparing the collection site, collecting the urine specimen, sealing and preparing the specimen for shipment and completing the custody and control form as required in 49 CFR Part 40.

3.) A DOT drug testing custody and control form will be used for the collection.

4.) The collection room shall be inspected by the collector before and after each specimen collection for removal of any unauthorized persons and materials that could be used to adulterate the specimen. The collection site will be secure to prevent unauthorized access during the collection process.

5.) The collector will verify the employee's identity by photo identification or by a company representative. The collection will not proceed if identity is not verified. The collection site will notify the employer if the employee fails to report or arrives more than 30 minutes late for the appointment.

6.) The employee will be requested to check belongings (purses & briefcases) and remove any bulky outerwear (sweaters, jackets, vests, etc.) The employee may retain their wallet.

7.) The employee will be directed to wash their hands.

8.) The collector will unwrap the collection cup or specimen bottle in front of the employee and direct them to the privacy enclosure. The collector remains outside the enclosure. The employee is instructed to provide at least 45 ml (about 2 ounces) of urine.

9.) If the employee is unable to provide at least 45 ml of urine they will be given up to 40 ounces of fluids and remain at the collection site for up to 3 hours in an attempt to provide the specimen. If the required amount is provided, the original sample is discarded. If the employee is still unable to provide an adequate specimen, the insufficient specimen is discarded, testing discontinued and the employer notified. The MRO shall refer the employee for a medical evaluation to determine whether the employee's inability to provide a specimen is genuine or constitutes a refusal to submit to a drug test. The examining physician shall provide the MRO a brief statement setting forth his/her conclusion and the basis for it. Upon receipt of the statement the MRO shall report his/her conclusions to the employer in writing. If the MRO determines there is no medical explanation for the inability to provide an adequate specimen, this will be considered a refusal to test.

10.) Within four (4) minutes of receiving the specimen from the employee, the collector will record the temperature of the specimen on the custody and control form. The temperature must be between 90.0 and 100.0 F. Any specimen temperature out of that range requires that a body temperature be obtained from the donor. The body temperature must be within 1.8 F of the specimen to confirm that the sample has not been adulterated. The collector shall also visually examine the specimen for any unusual color or sediment, and note the results on the custody and control form.
11.) If the employee refuses to cooperate with the collection process the collector notifies the employer immediately and documents the non-cooperation on the custody and control form.

12.) If a collection container is used, the collection site person, in the presence of the donor, pours the urine into two specimen bottles. Thirty (30) ml shall be poured into one bottle, to be used as the primary specimen. At least 15 ml shall be poured into the other bottle, to be used as the split specimen. If a specimen bottle is used as a collection container, the collector shall pour off 30 ml of urine from the specimen bottle into a second specimen bottle, to be used as the primary bottle), and retain the reminder (at least 15 ml) in the collection bottle to be used as the split specimen.

13.) Both bottles must be sealed and labeled in the presence of the donor. The labels must be printed with the same specimen identification number as the custody and control form. The donor initial the seals on the bottles verifying the specimen is his/hers.

14.) The custody and control form is completed. The collector and the donor must sign the appropriate certification statements on the form regarding authenticity of the specimen and information provided and the integrity of the collection process. Each transfer of custody must be noted on the chain of custody portion of the urine custody and control form. Every effort should be made to minimize the number of persons handling the specimen.

15.) The specimen must be stored in a secured location until transport to the laboratory. Both the primary specimen and the split specimen shall be sealed in a single shipping container, together with the appropriate pages of the custody and control form. The tape seal on the container shall bear the initials of the collector and the date of the closure for shipment.

B.) Observed Collections

1.) Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided.

2.) In the following circumstances the collector must observe the second collection immediately after the first collection.

- i.) The employee has presented a urine sample that falls outside the normal temperature range (90.0 to 100.0 F).

- ii.) The collector observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.)
  In the following circumstances (previous collection events) the employer may authorize an observed collection.

- iii.) Previous sample is invalid and there is no medical reason.
3.) Sample may be observed if employer/MRO requests as a result of:

• i.) The employee has previously been determined to have used a controlled substance without medical authorization and the particular test is being conducted under the FTA regulations as a return to duty or follow-up test.

4.) The direct observation must be by a collector (or observer) of the same gender as the employee being tested.

C.) ALCOHOL TESTING PROCEDURES

1.) Alcohol testing shall be done at a location that provides:

• i.) Privacy to the individual being tested
• ii.) Security with no unauthorized access at any time to EBT
• iii.) BAT conducting only one test at a time who must not leave the testing site while the preparations for testing or the test itself are in progress.

2.) Upon arrival at the testing site the employee must provide positive identification in the form or a photo identification or identification by a company representative.

3.) The BAT will explain the testing procedures to the employee.

4.) The BAT and the employee will complete, date and sign Step #1 and Step #2 of the alcohol testing form indicating the employee is present and providing a breath specimen. Refusal by the employee to sign Step #2 of the alcohol testing form will be noted by the BAT in the remarks section and is considered a refusal to test.

D.) Screening Test

1.) Employee is informed that testing will begin with a screening test. The BAT will open an individually sealed, disposable mouthpiece in view of the employee and attach it to the EBT.

2.) The employee will be instructed to blow forcefully into the mouthpiece for at least six seconds or until an adequate amount of breath has been obtained. The BAT will show the employee the result displayed on the EBT or the printed result.

3.) If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required. The BAT and the employee will finish filling out the alcohol testing form. The employee may return to their safety sensitive position and the test will be reported to the employer as a negative.

4.) Note: Alcohol screens may be performed by certified Screening Test Technicians (STT) using alternative alcohol screening devices approved by the Department of Transportation. The alternative methods may test either breath or saliva. If the screening tests results are 0.02 or greater a confirmation test by a BAT, using an evidential breath-testing device, must be performed.

E.) Confirmation Test

1.) If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test must be performed.
2.) The confirmation test must be conducted at least 15 minutes, but not more than 30 minutes, after the completion of the initial test. This delay prevents any accumulation of alcohol in the mouth from leading to an artificially high reading.

3.) The BAT will inform the employee of the need to conduct a confirmation test. The employee will be instructed not to eat, drink, or put any object or substance in his/her mouth. The BAT will also instruct the employee not to belch to the extent possible while awaiting the confirmation test. The BAT will inform the employee that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instructions.

4.) Before the confirmation test is administered, the BAT shall conduct an airblank on the EBT. If the reading is greater than 0.00, the BAT shall conduct one more airblank. If the second airblank reading is greater than 0.00, the EBT must not be used to conduct the test.

5.) The confirmation test is conducted using the same procedures as the screening test. A new mouthpiece will be used.

6.) If the initial and confirmatory test results are not identical, the confirmation test result is deemed to be the final result.

7.) If the result displayed on the EBT is not the same as that on the printed form, the test will be cancelled, and the EBT removed from service.

8.) The BAT will sign and date the form. The employee will sign and date the certification statement, which includes a notice that the employee cannot perform safety-sensitive duties or operate a motor vehicle if the results are 0.02 or greater. Refusal by the employee to sign the certification statement is not considered a “refusal to test”, but it will be noted in the remarks section by the BAT.

9.) The BAT will attach the alcohol test result printout directly onto the alcohol collection form with tamperproof tape (unless the EBT prints the results directly on the form).

F.) Reporting

1.) The BAT will transmit all results to the employer's designated representative in a confidential manner. In the event an individual must be removed from safety-sensitive duties, the BAT will notify the employer's representative immediately.
APPENDIX “D”

POSITIONS NOT COVERED BY BARGAINING UNIT

The following positions are not covered by the collective bargaining unit defined in Article II:

All Elected Officials
Accountant
Animal Control Officer
Assistant Fire Chief
Central Garage Working Supervisor
Chief Dispatcher
Chief Wastewater Treatment Plant Operator
Chief Water Treatment Plant Operator
City Assessor
City Attorney
City Chamberlain
City Clerk
City Engineer
Code Enforcement Officer
Code Enforcement Inspector
Community Development Director
Distribution Supervisor
Engineering Technician
Fire Captain
Fire Chief
Firefighter
Fleet Operations Manager
General Supervisor
Housing Rehabilitation Specialist
Personnel Assistant
Personnel Assistant Trainee
Personnel Director
Police Chief
Police Lieutenant
Police Officer
Police Sergeant
Purchasing Agent
Recreation Director
Seasonal Employees
Senior Stenographer (1) Mayor’s Office
Supervisor of Streets and Parks
Transportation Director
APPENDIX “E”

CITY OF ONEONTA
EMPLOYEE PERFORMANCE EVALUATION

EMPLOYEE IDENTIFICATION

Employee’s Name: ___________________________  Department: ___________________________

Job Title: ___________________________  Job Grade: ___________________________

Date of Employment: ___________________________  Date on Present Job: ___________________________

Rating Period: ___________________________ to ___________________________

Type of Evaluation:  Annual ____  Probationary ____  2 months ____  4 months ____  6 months ____

Recommendation:  Retain ____  Terminate ____  Extend Probation ____

SECTION I

PERFORMANCE APPRAISAL  (Check the appropriate rating)

<table>
<thead>
<tr>
<th>JOB KNOWLEDGE:</th>
<th>Outstanding ( )</th>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluate overall knowledge of duties and responsibilities as required for current position</td>
<td>Displays knowledge of own and related work.</td>
<td>Well informed, familiar with most work details.</td>
<td>Has grasp of essential and related factors.</td>
<td>May require some assistance to complete normal duties</td>
<td>Inadequate knowledge of job, little desire to improve</td>
</tr>
</tbody>
</table>

COMMENTS: ___________________________

PRODUCTIVITY:  Evaluate amount of work generated and completed successfully as compared to amount of work expected for this position

<table>
<thead>
<tr>
<th>Outstanding ( )</th>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Able to handle volume of work with consistent level of accomplishments.</td>
<td>Output is usually above average and exceeds expectations.</td>
<td>Work generated in accordance with prescribed standards</td>
<td>Work occasionally below standards. Improvement potential exists</td>
<td>Volume of work consistently below standards</td>
</tr>
</tbody>
</table>

COMMENTS: ___________________________

54
<table>
<thead>
<tr>
<th>WORK HABITS:</th>
<th>Outstanding ( )</th>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consider completeness and accuracy of work — Overall quality</td>
<td>Exceptionally well organized. Excellent judgment in work priorities</td>
<td>Work habits exceed normal standards Can be depended upon turn in a good job</td>
<td>Capable of scheduling work and using time effectively with minimum supervision</td>
<td>Requires frequent help of supervisor in organizing work</td>
<td>Requires constant supervision and guidance.</td>
</tr>
</tbody>
</table>

**COMMENTS:**


<table>
<thead>
<tr>
<th>INITIATIVE/ RESOURCEFULLNESS:</th>
<th>Outstanding ( )</th>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originates or develops consecutive ideas beyond scope of responsibilities Takes necessary steps to get things done</td>
<td>Self starter. Consistently exhibits high level of independence, originality and resourcefulness.</td>
<td>Usually finds way and means of dealing with problems and emergencies</td>
<td>Generally resourceful and uses initiative to complete normal tasks</td>
<td>Occasionally requires supervisory action to complete normal tasks</td>
<td>Continual guidance and motivation is needed to get the job done.</td>
</tr>
</tbody>
</table>

**COMMENTS:**


<table>
<thead>
<tr>
<th>ORAL AND WRITTEN COMMUNICATION:</th>
<th>Outstanding ( )</th>
<th>Highly Effective ( )</th>
<th>Effective ( )</th>
<th>Needs Improvement ( )</th>
<th>Unsatisfactory ( )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability to develop and express thoughts clearly and concisely</td>
<td>Excellent command of language Communicates expressly and explicitly</td>
<td>Exceptionally good skills and uses them professionally and effectively</td>
<td>Verbal and word skills meets normal standards.</td>
<td>Writing and verbal skills need additional cultivation.</td>
<td>Inadequate</td>
</tr>
</tbody>
</table>

**COMMENTS:**


55
<table>
<thead>
<tr>
<th>COOPERATION: Ability and willingness to work with and for others toward best interest of all concerned.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding ( )</td>
</tr>
<tr>
<td>Always cooperative Extremely helpful and courteous to public and coworkers.</td>
</tr>
</tbody>
</table>

**COMMENTS:**


<table>
<thead>
<tr>
<th>DECISION MAKING: Ability to size up a problem, obtains and evaluates the facts, reach sound conclusions and present them in a clear manner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding ( )</td>
</tr>
<tr>
<td>Accepts serious problems as a challenge. Can be depended upon when crisis arise. Able to commit to a sound course of action.</td>
</tr>
</tbody>
</table>

**COMMENTS:**


| ATTENDANCE: Factors regarding lateness and ability to be at work Consider observance of time. |
|-------------------------------------------------------------------------------------------------
| Outstanding ( ) | Highly Effective ( ) | Effective ( ) | Needs Improvement ( ) | Unsatisfactory ( ) |
| Conscientious toward job Excellent attendance. | Consistently at work on time Notifies supervisor of scheduled and unscheduled absences according to office procedure | Normally at work and on time | Frequently late or absent. Shows improvement. | Continually late or absent. Shows no improvement |

**COMMENTS:**


SECTION II  OVERALL PERFORMANCE RATING

Check the rating which best summarizes the employee’s performance. A rating of “Unsatisfactory” must be supported by specific explanation and justification to be attached to this form.

(  ) OUTSTANDING
The employee’s performance clearly is exceptional in comparison with expectations, thereby causing the employee to stand out above others in the work unit. Performance consistently exceeds expectations for all tasks and has made exceptional contributions to the functions within the employee’s work unit or agency.

(  ) HIGHLY EFFECTIVE
The employee always meets and frequently exceeds the performance expectations for all tasks. The employee is performing better than expected for many of the tasks and is recognized as a particular asset to this work unit.

(  ) EFFECTIVE
The employee generally meets performance expectations for all tasks and performs in a good, competent manner. This is the expected and usual level of performance for most employees.

(  ) NEEDS IMPROVEMENT
The employee meets performance expectations at a minimally acceptable level. Some tasks may require extra direction by the supervisor or the supervisor may find it necessary to avoid assigning the more difficult tasks to the employee.

(  ) UNSATISFACTORY
The employee clearly does not meet performance expectations for one or more tasks, not even at a minimally acceptable level. The employee requires significant extra direction, or the supervisor finds it necessary to avoid assigning normal tasks to the employee. There is a need for immediate and significant improvement in performance.

SECTION III  SUPERVISOR’S COMMENTS

Comment on other aspects of the employee’s performance, such as skills, behavior, personal characteristics, which are reflected in the employee’s performance. Include a plan of action for improving employee’s performance. When terminating an employee, include supportive documentation.
SECTION IV  EMPLOYEE'S COMMENTS

I met with my supervisor on ________________ to discuss my work performance. I have read this evaluation and discussed it with my supervisor. My signature does not necessarily signify that I agree with this evaluation. My written comments concerning this evaluation follow (optional):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Rater’s Signature: ___________________________  Date: __________________________

Employee’s Signature: _________________________  Date: _________________________

Department Head’s Signature: _______________________  Date: _____________________
SIDE LETTER

April 4, 2006

Mr. Dominic A. Pucci, President
City of Oneonta CSEA Local
City Hall
258 Main Street
Oneonta, New York 13820

Re: Cleaning of Employer-Issued Work Jackets

Dear Dominic:

During the course of collective bargaining the parties discussed the above issue and the employer agreed that it would look into the matter and take appropriate steps to assure that employer-issued work jackets are appropriately and periodically cleaned.

Sincerely,

John S. Nader, Mayor
Civil Service Test Prep Booklets
WORK Institute
1-866-478-5548

OFFICIAL Members Only WEB SITE
www.csealocal1000.org

CSEA Member Benefits Department
1-800-342-4146, ext. 1359

CSEA/Pearl Carroll Personal Insurance Lines
Auto, Life, Homeowners, Disability Insurance
1-800-833-4657

NY State Retirement System
Toll free 1-866-805-0990
http://www.osc.state.ny.us/divisions/retire/rshomepg.htm

CSEA/AFSCME Union Privilege Loan Program
1-888-235-2759, Ext. 09
8 a.m. to 8 p.m. Mon. – Fri.

Entertainment Discounts
Movie tickets, video rental discounts, Theme Park discounts,
Broadway shows, sporting events and much more
1-800-565-3712
Identify yourself as a CSEA/AFSCME Local 1000 Member

CSEA/AFSCME Union Member’s Mortgage and Real Estate Program
1-800-475-7933
8:30 a.m. to 7 p.m. Mon. - Fri.

Employee Benefit Fund
(Dental & Vision Insurance)
1-800-323-2732

Rental Car Discounts
20% off daily rate
Budget 1-800-455-2848 ID# V816100
Avis 1-800-698-5685 ID# B723700

Union Plus Credit Card
For Application 1-800-403-8614

Legal Services Program
Elder Law, Workers’ Compensation, Social Security Disability, Personal Injury
1-800-342-4146