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BC 110268

Collective Bargaining Agreement

BETWEEN

TOWN OF HOOSICK

AND



TEAMSTERS LOCAL 294, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
890 THIRD STREET
ALBANY, NEW YORK

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ARTICLE I CONDITIONS AND SCOPE OF AGREEMENT

A. Town of Hoosick, hereinafter known as the Employer, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and Members of the Town of Hoosick Highway Department, which will enhance the working program of the Town of Hoosick Highway Department and with the intent of providing an orderly means of settlement of differences, promptly and fairly as they arise and

B. To assure equitable treatment of its Employees herein, pursuant to the Laws of the State of New York, and the rules, regulations and policies of the Employer, which laws, rules, and regulations and policies shall be construed for the accomplishment of this purpose.

C. Hereby agrees to recognize Teamsters Local 294, I.B.T located at 890 Third Street, Albany, NY as the sole and exclusive bargaining representative of:

All full-time employees of the Highway Department excluding the Highway Superintendent and all others, with regard to rates of pay, wages, hours, and working conditions or employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties (PERB C-6126).

D. Provided, however, that nothing herein shall be construed to prevent any employee from meeting with the Employer in connection with matters relating to their employment as long as:

1. The Union is informed of such meeting.
2. The Union is afforded the opportunity to attend.
3. The meetings are not established at the request of an individual employee.
4. Any changes or modifications in the terms or conditions of employment of said employee are made only through negotiations with approval of the Union.

E. Nothing herein shall restrict the Highway Superintendent, part-time or temporary help from working as a supplement to the work force, but not as a replacement to any full-time bargaining unit member.

F. THIS AGREEMENT entered into this 12th day of August between Local Union #294 Affiliated with International Brotherhood of Teamsters, herein after referred to as the UNION and Town of Hoosick located in Hoosick, New York, hereinafter known as the EMPLOYER, shall be in effect from January 1, 2013 to December 31, 2015.

ARTICLE 2 UNION SECURITY

A Agency Shop and Check-off of Dues: Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union, or, if such employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered and to be rendered by the Union as the exclusive collective bargaining representative. The Town shall deduct from the pay of an employee the amount designated by the union for dues, do so on a monthly basis and remit it to the Teamsters at 890 Third Street, Albany New York 12206.

B Maximum union security: In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this agreement, the parties hereto agree to negotiate concerning amendments to this agreement in accordance with said changes.

C In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding union dues or agency fees, the union shall indemnify and hold harmless the Town of Hoosick against the cost of such action or proceeding and will pay any judgment entered against the town.

D Stewards: The Employer recognizes the right of the Union to designate one job steward and one alternate from the Employer's seniority list. The authority of said steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such message and information:

- A. Has been reduced to writing, or
- B. If not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.

3. No steward or alternate shall be engaged upon Union business during the time when he is assigned to a regularly scheduled bargaining unit job unless mutually agreed upon by the Highway Superintendent.

4. The Job Steward or alternate designated by the Union as such shall be given a total of actual time per workday, if necessary, with twenty four (24) hours advance notice of when and where possible to process employee's grievance.

5. The Union shall notify the Employer in writing, of the employees designated by the Union as Job Steward and alternate.

E The Employer shall provide an employee meeting room for breaks and an area to conduct union business as well as a union bulletin board for the posting of union related business. Such room shall be accessible after normal work hours with prior notice to and authorization from Superintendent of Highways.

ARTICLE 3 GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY, LAYOFF AND RECALL, AND MAINTENANCE OF STANDARDS

A. Seniority

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference of employment and promotional opportunity for non-competitive jobs and to choose their shifts and to work at the job for which the pay is highest, provided such employees are qualified for such work. Employees shall be placed on the seniority list after thirty (30) days worked from employment as of the first date of hire. Seniority shall accrue and be determined in accordance with length of employment with the Town of Hoosick. This language will not prevent management from hiring outside the bargaining unit in unique and unusual circumstances.

B. Loss of Seniority

Seniority shall be broken only by:

1. Lawful discharge, and
2. Voluntary quit
3. Employees that have not completed the (6) month probationary period, may be terminated for any or no reason without recourse under this agreement.

C. Layoff and Recall

1. When it becomes necessary to reduce the working force, the last man on the seniority list within a job title or classification shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid-off, provided they are qualified.

2. In the event of a recall, the laid-off employee shall be given notice or recall in person, by telegram, or by registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery at such address of the Employer's Notice, the employee must notify the Employer in person or by registered or certified mail of this intent to return to work and must actually report for work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered as a voluntary quit.

3. Employees who willfully fail to return to work after seven (7) workdays following a leave of absence will lose all prior seniority.

D. Uniforms and Boots

1. All Full-Time Highway Department Employees will be provided with uniforms consisting of 11 shirts, 11 pants, and 2 jackets to be provided by Unifirst or comparable uniform provider and shall be worn at all times while at work. The town also agrees to provide required safety equipment as recognized by PESH or any other oversight agency .

2. Safety Boot allowance - Each full-time employee will receive on verification of receipt up to \$100.00 (one hundred dollars) for work boots each year of the agreement. Each fulltime employee must submit receipt for reimbursement before March 1st of each year; further, the Superintendent of Highways shall verify by signing such receipt that the safety boots are in compliance with the most updated standards.

ARTICLE 4 PROHIBITION OF STRIKES

Neither the Union nor any of its members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate, encourage nor condone such a strike for violation of such non-strike pledge. Any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law or other statutory provisions as relevant.

ARTICLE 5 SEPARATION FROM EMPLOYMENT

A. Upon separation, the Employer shall pay all money due the employee, including any accrued vacation, personal, or sick days. Upon resigning (except for resignation pending discipline) with a two-week notice or retirement the Employer shall pay all money due to the employee on the payday in the pay period next following such resignation (except for resignation pending discipline) or retirement. Accrued vacation, personal, or sick days established here under shall be included in such payments.

B. Upon separation from employment, the Employee shall return to the Superintendent of Highways all department property in possession or assigned to the employee in substantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof before last payday. Any payment due will be deducted from the final paycheck.

ARTICLE 6 EQUIPMENT

A. Defective Equipment

1. The Employer shall not require any employee, nor shall any employee take out on the streets or highways any vehicle that is not in safe operating condition or equipment with the safety

appliance prescribed by law. It shall not be a violation of this agreement where such employees refuse to operate such equipment unless refusal is unjustified.

2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulations relating to safety of person or equipment.

B. Reports

Employees shall immediately, or at the end of their shifts, report all defects of equipment in writing to the Superintendent of Highways. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by a competent certified mechanic and the defect repaired, or declared not to exist by a competent certified mechanic. Each driver shall be required to inspect his vehicle and sign the proper document provided by the Town prior to its being operated.

C. Vehicle and Traffic Law Violations

Employer agrees to reimburse employees for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee, provided such defect had been previously reported, or occurring between the pre and post trip inspection.

ARTICLE 7 PAY PERIOD Unless notified in advance by the Town all employees covered hereunder shall be paid in full on the Wednesday following the end of each pay period (Friday). The pay period will be every two weeks. The Union agrees not to file a grievance for the occasional instance when the Town cannot perform the payroll by the deadline of Wednesday however, the Town will correct the payroll as soon as possible thereafter. The Union and Town Mutually agree that if another day other than Wednesday is to be designated as the day to be paid in full that day shall be negotiated. The Town agrees to offer direct deposit to banks or credit unions of the employees choice provided the financial institution accepts wire transfer.

ARTICLE 8 JOB DUTIES AND CLASSIFICATIONS

A. An employee in one job classification may be assigned and transferred to another job classification only if no work opportunity is lost by an employee normally performing work in that job classification to which he is assigned and transferred.

B. Highway Worker Class - Motor Equipment Operator Light and Laborer. An employee hired on or after January 1, 2013 shall possess an appropriate CDL at the time of hire.

C. Employees operating vehicles owned by the Employer may be required to perform minor maintenance on said vehicles; however, in no event shall said employees be held responsible for the workman like quality of a professional mechanic. Minor maintenance would include but not limited to such tasks as changing wiper blades, cleaning vehicles, checking oil, etc.

ARTICLE 9 VACATIONS

All requests for vacation must be made in advance to the Superintendent of Highways and will not be unreasonably denied. In cases where more than one employee requests the same vacation time the Superintendent will use the amount of advance notice given to determine who gets the requested time off. If the Superintendent of Highways determines that the work load will not allow all employees to get the requested time off, where advance notice is equal, seniority will be the determining factor. Seniority is defined as the length of continuous service for full time employees from the first date of employment with no breaks of service of over one year. Any employees who terminate employment by their own volition forfeit all seniority. Unused vacation time may be accrued up to 160 hrs, after which unused vacation time will be converted to sick time. New Fulltime employees will begin to earn vacation time following 6 months of service, and earn it there after at the following rates on a bi-weekly basis: The employee must work as scheduled on the working day immediately preceding and the working day immediately following a vacation leave day. The employee will be deemed to have worked as required if an absence is caused by death of a relative, required appearance by a court or government agency, or if an employee is on approved (by the Superintendent) leave.

- A. Employees shall receive paid vacations as follows:
After 6 months – 3.07 hours
After 8 years - 4.60 hours
After 15 years – 6.15 hours

ARTICLE 10 HOLIDAYS

All employees covered hereunder shall be entitled to the following holidays:
New Years Day, Presidents Day, Martin Luther King Jr. Day, Good Friday (1/2) Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, The Day after Thanksgiving (Both parties mutually agree that if an employee is called in to work on the day after Thanksgiving the work performed shall be at a rate of straight time unless the employee has already reached 40hours in the workweek), Christmas Eve (½), and Christmas Day.

A. When a Holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday it will be observed on the following Monday. All employees shall be paid (2) two times their hourly rate of pay for any emergency overtime, as determined by the Highway Superintendent (ie. snow and ice events) worked on Thanksgiving, Christmas, or New Years day.

B. The employee must work as scheduled on the working days immediately preceding and following the holiday. The employee will be deemed to have worked as required if an absence

on these days is caused by 1) death of a relative, 2) a required appearance by a court or other government agency, 3) employee on vacation, approved sick time, personal time, or compensatory time.

ARTICLE 11 SICK LEAVE

Following 6 months of service, employees earn sick leave at the following rate on a bi-weekly basis: 2.30 hours not to accumulate more than 240 hours.

Doctors Certificate and Examination: The Town of Hoosick will require a physician's certificate for any absence of 3 days or more per pay period. Where the illness or disability is of long duration, a physician's certificate will be required for each thirty days of continuous absence. In any case, the Town of Hoosick may require an examination by a physician of their choice. In the event that a physical examination is required because of alleged illness the employer shall pay the expense thereof. Employees shall not be reimbursed for mileage in connection with this provision.

Where an employee has demonstrated a pattern of sick leave use or suspected abuse without proper documentation the employee shall be counseled by a representative of the Town of Hoosick, and shall be notified in writing that the employee may be required to provide a doctor's certificate for each absence if the pattern of sick leave continues. After such notification an employee who fails to produce a doctors certificate shall receive a written counseling. After two (2) written counseling's the town reserves the right to place the employee on an unpaid suspension for one (1) workday or other disciplinary penalty that may be warranted.

ARTICLE 12 PERSONAL LEAVE

Fulltime employees are eligible for 36 hours per year. Personal leave may not be carried over. The employee shall make every effort to request personal leave at least 24 hours in advance to the Highway Superintendant when practical. Personal time shall be granted on the first day of the New Year to all employees hired before December 1, 1994. All Employees hired after that date will receive personal leave on his or her anniversary of employment.

ARTICLE 13 BEREAVEMENT LEAVE

1. All employees shall be entitled up to five (5) consecutive days absence from employment with pay, commencing with the date of death, for death in the family; i.e. parents or step-parents, spouse, child, step children, or siblings.

2. All Employees shall be entitled to three (3) consecutive days of absence from employment with pay, commencing with the date of death, for a death of brother and sister in law, grandparent, or grandchildren.

The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

ARTICLE 14 JURY DUTY

All employees summoned for Jury Duty are eligible for full pay and benefits during the period of service not to exceed their scheduled hours per day. Proof must be provided in advance of jury duty to the Town Supervisor.

ARTICLE 15 MEALS AND BREAKS

A. Coffee breaks shall be 15 minutes in the morning at the discretion of the Superintendent of Highways and or his Deputy.

B. Lunch break is an unpaid half hour at the discretion of the Highway Superintendent and or his Deputy and shall not start before 11 a.m.

C. Town vehicles will not be used to transport any employee to or from an establishment to purchase food.

ARTICLE 16 DRUG AND ALCOHOL TESTING POLICY

Both parties mutually agree to the attached drug policy (See exhibit B to this contract) and any changes there to that may be mandated by federal or State regulations.

ARTICLE 17 PENSION PLAN

Employer shall participate in the applicable NY State Pension Plan.

ARTICLE 18 HEALTH AND DISABILITY INSURANCE

Fulltime employees will be eligible for health insurance and disability insurance after 6 months of fulltime employment. The Town of Hoosick will pay 100% of the premium for health and disability insurance coverage including Major Medical, Prescription Drug, Vision, and Dental for the employee and immediate family. The employee contribution (for all employees in the Bargaining Unit) for the premium of their plan of choice (single, two person, or family) shall be as follows: Upon ratification August 12, 2013 - 10%, 2014 - 12%, and 2015 - 12%. Any new employees hired after the actual ratification of this contract August 12, 2013 shall contribute 30% towards the applicable premium. The Health Insurance options are those offered by the Town and subject to change, from time to time, via resolution of the Town Board. The Town Board's determination may be the subject of a grievance on the matter of reasonable comparability.

The Town agrees to continue health and disability coverage at the same levels for employees who are out on disability until their return to work or separation of employment. The Town agrees to continue health coverage at the same levels for employees who are at least 55 years of age and have 10 years of Fulltime service with the Town of Hoosick and are collecting benefits from the New York State and Local Retirement System and are eligible at the time of their retirement to apply to the Town of Hoosick for health insurance benefits under the plans offered by the Town. The town shall pay 50% of the employee, 35% dependent and the retiree

reimbursing the Town for the balance on a monthly basis. If an employee who is receiving or is working and is eligible for this benefit becomes deceased, this benefit will continue to his/her family.

Health Insurance Opt Out

Any employee who opts out of the town's health insurance program will be paid \$2000.00 per year for an individual plan, \$3,000 per year for a two person plan, or \$5000.00 per year for a family plan. Terms of eligibility and payment are addressed in Exhibit C, attached to this contract.

ARTICLE 19 WORK DAY AND WORK WEEK

The normal workweek shall be Monday through Friday.

The normal workday shall be eight (8) consecutive hours. The normal workweek shall be 40 hours Monday through Friday starting at 7 a.m. The normal summer workweek schedule shall be 40 hours, start the week before Memorial Day and continue through the week after Labor Day, Monday through Thursday, 10 hours per day, and start at 7:00am.

1. Employees required to work in excess of 40 hours in a workweek will be paid at time and one half. (Holidays, Sick, Vacation and approved Personal Days will be considered time worked for the purpose of calculating overtime).
2. The Town shall maintain the current practice of Fulltime Drivers and Fulltime Wingmen.
3. TIME CLOCK The following time clock rules and regulations shall apply to all employees and failure to comply with such rules may result in disciplinary action up to and including discharge.
 - Employees who are required to punch a time clock shall not clock-in more than five (5) minutes prior to their scheduled reporting time. (For example if the work day begins at 7:00 a.m. you may clock-in at 6:55 a.m.)
 - Employees shall not clock-out earlier than two (2) minutes prior to the end of the workday.
 - No employee shall, at any time, for any reason, punch any time card other than their own. A violation of this rule shall subject the employee to severe disciplinary action.
 - Any alterations of any employee's time card can only be, and must be, made by the department head.
 - Being tardy will not be tolerated and excessive, chronic, or habitual tardiness will be the cause for corrective or disciplinary action.

ARTICLE 20 WAGES

Effective as of January 1, 2013, (2.0%).

Effective as of January 1, 2014, (3.0%).

Effective as of January 1, 2015, (3.0%).

In each year of the agreement if a member of the bargaining unit is appointed Deputy Highway Superintendent that person shall receive an additional \$.50 per hour.

ARTICLE 21 WORKERS COMPENSATION PAYMENT

Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Worker Compensation payments shall be compensated in accordance with the law.

ARTICLE 22 GRIEVANCE PROCEDURE

BASIC PRINCIPLES:

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel as hereinafter provided.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. It shall be the responsibility of the Employer and the Union to take such steps as may be necessary to give force to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him in the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which related to or affect the employee in the performance of this assignment. They are not designated to be used for changing such rules or establishing new ones.
7. The Grievance Procedure will apply to all contract grievances and disciplinary action up to and including suspension and discharge.

8. PROCEDURES

An employee of the Town of Hoosick Highway Department who has a grievance shall follow the procedure as outlined below. Note: Days below shall be defined as workdays Monday through Friday excluding holidays.

STEP 1 INFORMAL STAGE: Employees having a grievance and said employee's job steward shall in writing present such grievance to the Highway Superintendent. The Highway Superintendent shall in writing render his determination to the aggrieved employee and steward within a period of two (2) workdays.

STEP 2 FORMAL STAGE: (A) Within ten (10) workdays after the determination or the lack thereof has been rendered pursuant to Step 1, an aggrieved employee and the Union's Steward may appeal such decision to the Town Board of the Town of Hoosick. Such appeal must be in writing, and a meeting on said appeal shall be held by the Town Board within ten (10) workdays.

(B) Within five (5) workdays after the Town Board shall notify the grievant and the steward of their decision.

STEP 3 If the Union objects to the decision rendered by the Town Board of the Town of Hoosick, they may, within five (5) workdays from the receipt of such decision, submit the grievance or grievance at issue to the Public Employment Relations Board pursuant to said Agency's Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the Arbitrator selected shall be final and binding. The cost of these proceedings will be equally divided between the Employer and the Union.

ARTICLE 23 MANagements RIGHTS

Section 1.

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the Employer are retained by it including, policies of the Town but not limited to, the right to determine and implement the mission, purpose, objectives and including but not limited to general anti-harassment, workplace violence, and ethics policies; to determine the facilities, methods, means and number of personnel required; select, recruit, hire, appraise, train, lay off, promote, determine qualifications of employees, assign or transfer employees; to direct, deploy, utilize the work force, to decide the number and location of its businesses and service operations, the business and service operations to be conducted and rendered, to maintain order and efficiency in all its departments and operations, including the right to discipline employees.

Section 2.

The employer shall negotiate collectively and in good faith with the Teamsters as sole collective bargaining agent of employees as defined in Article 1 section C in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the Teamsters.

ARTICLE 24 COLLECTIVE BARGAINING

The parties agree to conduct meetings for the purpose of collective bargaining by June 1st of each year unless another date is mutually agreed upon for the purposes of attempting to mutually agree upon amendments to this agreement.

It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the civil service commission of the State of New York. Should any conflict arise, such provision shall be modified to conform with the applicable law, rule or regulation.

ARTICLE 25 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in the individual operation relating to wages, hours of work, overtime and differentials and general working conditions shall be substantially maintained at not less than those standards set forth in this Agreement. And the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 26 DURATION CLAUSE

This agreement shall be in full force and effect from January 1, 2013 to December 31, 2015. This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.

ARTICLE 27 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 HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

THE PARTIES HAVE SET THEIR HAND AND SEALS THIS DAY

DATED 8/12/2013

TOWN OF HOOSICK
HOOSICK FALLS, NEW YORK

BY Keith P. Cipperly

TITLE: TOWN SUPERVISOR, Keith P. Cipperly

TEAMSTERS LOCAL 294, AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
890 THIRD STREET
ALBANY, NEW YORK 12206

BY John Bulgaro
PRESIDENT John Bulgaro

BY Thomas L. Quackenbush
BUSINESS AGENT, Thomas L. Quackenbush

Exhibit A: Salary Schedule

Position	2012 Base Hourly Rate	2013 Hourly Rate With 2% Increase	2014 Hourly Rate With 3% Increase	2015 Hourly Rate With 3% Increase
MEOL	\$16.5300	\$16.8606	\$17.3664	\$17.8874
Laborer	\$16.2800	\$16.6056	\$17.1038	\$17.6169

In each year of the agreement if a member of the bargaining unit is appointed Deputy Highway Superintendent, that person shall receive an additional \$.50 per hour

Exhibit B

DRUG AND ALCOHOL TESTING POLICY

Statement of policy.

The Town of Hoosick recognizes that the use and/or abuse of alcohol or controlled substances by drivers of commercial vehicles presents a serious threat to the safety and health of employees and the general public. It is the policy of the Town of Hoosick that its drivers should be free of drugs and alcohol. In order to further its goal of obtaining a drug-free and alcohol-free workplace and to be in compliance with the Omnibus Transportation Employee Testing Act of 1991, the Town of Hoosick has implemented a drug and alcohol testing program which is designed to help reduce and avoid traffic accidents and injuries to its employees and the public, to discourage substance and alcohol abuse *and* to reduce absenteeism, accidents, health care costs and other drug and alcohol-related problems.

Purpose.

The Department of Transportation (DOT) and the Federal Highway Administration (FHWA) has issued Federal Regulations (49 CFR Parts 40 and 382) implementing the provisions of the Federal Omnibus Transportation Employee Testing Act of 1991 which requires alcohol and controlled substance testing of drivers who are required to have a commercial driver's license. These regulations include detailed procedures for urine drug testing and breath alcohol testing of employees in safety-sensitive positions. Consequently, the Town of Hoosick has established the following programs as well as the subsequent enforcement of violations for its employees conducting driver functions.

Coverage.

For purposes of this policy, the Town of Hoosick and the DOT strictly prohibit the use of alcohol and/or controlled substances by its employees ready to perform or ceasing to perform the following safety-sensitive job functions:

- A. Operation of a commercial motor vehicle.
- B. Repair and maintenance of a commercial motor vehicle.
- C. Directly supervising employees who perform safety-sensitive job functions (where licenses are required or voluntarily held).

Prohibited conduct.

A. Town of Hoosick policy and federal regulations prohibit employees from engaging in the following conduct:

- (1) Using, possessing, dispensing, distributing or receiving alcohol, intoxicants, illegal drugs or other controlled substances on Town of Hoosick premises, or while engaged in Town of Hoosick business.

(2) Reporting to work under the influence or with any measurable amount of alcohol, intoxicants, illegal drugs, or other controlled substances in his or her system.

(3) Reporting to work under the influence of a prescription drug, unless the employee's physician determines that the use of the prescription drug will not adversely affect the employee's ability to perform a safety-sensitive position. Note that the federal regulations include prescription medications containing alcohol in the substances banned from use in the workplace. Therefore, employees should not report for duty while taking prescription medication if such medication contains any measurable amount of alcohol.

(4) Consuming any amount of alcohol, while on duty or within 6 hours of reporting for duty.

(5) Refusing to undergo or cooperate in any alcohol or drug testing required by this policy.

(6) Providing false information in connection with a test, or being suspected of falsifying test results through tampering, contamination, adulteration or substitution.

B. Any employee who violates any of the rules set forth above is subject to permanent discharge from duty.

Prohibited alcohol usage.

Safety-sensitive employees may not consume alcohol:

A. Within 6 hours before performing a safety-sensitive function;

B. While performing a safety-sensitive function;

C. After a fatal accident unless the employee has been tested or 24 hours have elapsed from the actual time of the accident; or

D. After a nonfatal accident unless the employee's involvement can be completely discounted as a contributing factor to the accident, the employee has been tested or 24 hours have elapsed from the actual time of the accident.

Prohibited use of controlled substances.

Required tests.

A. Refusal to take a required test will result in removal of that employee from his or her assignment(s) which, in turn, will result in discharge.

B. Testing must be conducted in the following situations:

(1) Pre-employment.

(a) Any individual not currently employed by the Town of Hoosick who is applying for a safety-sensitive position will be required to undergo a drug test after a conditional offer of employment has been made.

(b) Prior to the first time an existing employee performs safety-sensitive functions for the department (i.e., new position, job transfer, promotion, new duties, etc.), the employee shall be required to undergo testing for alcohol and controlled substances. A positive test will result in a disqualification from further consideration for the vacancy or eligibility list and will include discharge from their currently held position. Any applicant or existing employee who refuses to undergo such drug testing will also be disqualified from further consideration for the vacancy list.

(2) Reasonable suspicion testing.

(a) In a situation where an employee is either acting in an impaired manner or the supervisor has reasonable suspicion to believe the employee is using or is under the influence of alcohol or drugs, the supervisor may order the employee to undergo a drug and/or alcohol test. The supervisor may, but need not, *seek* a corroborating opinion from another supervisor prior to immediately removing the employee from the job and sending the employee for drug and alcohol testing. NOTE: "Reasonable suspicion" means suspicion based on a specific, contemporaneous, personal observation by a supervisor or another Town of Hoosick official, that can be described regarding the appearance, behavior, job performance, speech or breath or body odors of an employee. Reasonable suspicion drug or alcohol testing will only occur under these rules if the supervisor's observations are made during, just before or just after the time the employee is performing work in a safety-sensitive position. It may also mean receipt of information about an employee's impaired behavior from alcohol or drug use from a reliable source that *has* been substantiated by a supervisor.

(b) A supervisor is to then transport the employee to the collection site for drug and/or alcohol testing immediately, but no later than two hours after having observed the behavior. If the drug or alcohol test is conducted more than two hours, but less than six hours, after the supervisor determines there is a reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances, the supervisor will complete a report explaining the reason for the delay in conducting the drug or alcohol test. The supervisor is to wait at the clinic with the employee until the breath alcohol test has been completed or the urine sample has been taken.

(c) Once the alcohol testing has been completed and a positive confirmatory test result has been received (0.04% or above), the employee will not be permitted to drive his/her own vehicle home at that time. The employee must make alternative transportation arrangement in order to leave the collection site or employment site.

(d) The employee is to be advised not to report for work as she/he will be placed on suspension without pay. If a blood alcohol or urine test has been administered, the

Town of Hoosick will contact the employee once the test results are known (this normally takes 24 to 48 hours) and a decision has been made as to the employee's status.

(e) The results of the drug or alcohol testing will be sent directly to the Town Supervisor. When the results are obtained, the employee's supervisor or department head will meet with the Town Supervisor to determine the appropriate course of action to be taken. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know. Likewise, a supervisor must not discuss the suspected reason for a referral or discipline action with anyone who does not need to know. The final decision for corrective action falls upon the Town Supervisor.

(f) Once the test has been completed and the employee has been sent home, the supervisor must submit a written report to the Town Supervisor outlining, in detail, the event and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs.

(3) Random testing.

(a) This test is used to order to eliminate risks associated with illegal or unauthorized drug and alcohol use. Random alcohol and drug testing will be conducted just before, during, or just after an employee's performance of safety-sensitive duties. The employee will be randomly selected for testing from a pool of employees subject to testing. The testing dates and time are unannounced and will occur with unpredictable frequency throughout the year.

(b) The minimum annual percentage rate for random alcohol testing shall be 25% and the minimum annual percentage rate for random drug testing shall be 50% of the average number of employees in safety-sensitive position. For example, if the Town of Hoosick has 64 employees who are required to submit to testing, and DOT regulations specify that random testing will be performed at a rate of 50%, then 32 employees must be tested each year, which translates into five employees per month, or eight quarterly.

(c) The Town of Hoosick reserves the right to increase the minimum annual percentage rate for random alcohol and drug testing based upon the reported violation rate for the entire commercial vehicle industry as determined by the Federal Highway Administration and the federal regulations implementing drug and alcohol testing in the transportation industry.

(d) The selection of employees for random testing shall be administered by a certified company using a scientifically valid method. This method will be a computer software-based random selection program that is matched with employee social security numbers, or employee ID number. A monthly list of confidential numbers will be generated and forwarded to the Town Supervisor in order that it may contact the employee's supervisor for testing arrangement. Under this selection process, each employee will have an equal chance

of being testing each time selections are made. As a result, some employees may be tested more than once each year, while other employees may not be tested at all in that same year.

(e) In the event that any safety-sensitive employee tests positive for either alcohol or controlled substances, the employee will be discharged.

(4) Post-accident testing.

(a) As soon as practicable following an accident involving a commercial motor vehicle, the Town of Hoosick shall test the safety-sensitive employees who may have contributed to an accident for alcohol and controlled substances. These rules may require testing even if the employee involved is not at fault. This testing will be required if:

[1] The accident involved the loss of human life, or

[2] The employee received a citation under state or local law for a moving traffic violation arising from an accident (49 CFR Part 382.303).

(b) The alcohol breath test must be administered within two hours following the accident and the drug test must be administered within 24 hours of the accident.

(c) An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the Town of Hoosick to have refused to submit to testing.

(6) Voluntary testing. This testing provides an opportunity for all employees (management, supervisory, and nonsupervisory) not part of the random pool to demonstrate a commitment to the goal of a drug and alcohol free workplace.

A. Alcohol testing. Employees will be required to submit to breath testing using an approved evidential breath testing (EBT) device. A certified breath alcohol technician (BAT) will administer an initial screening test. If the employee tests at 0.04 percent or above for alcohol, then the BAT will conduct a confirmation test. The Town of Hoosick will take action based only upon the positive results of the confirmation test (0.04% or greater). All procedures and steps used in conducting both the initial and confirmation tests will be performed in conformance with the federal regulations.

(1) Preparation for breath alcohol testing. The following procedures summarize the procedures established by the Federal Highway Administration regulations implementing drug and alcohol testing under the federal law. These procedures are binding and are subject to change in the event that the FHWA or other government agency changes the regulations on drug and alcohol testing of employees in safety-sensitive positions.

(a) When the employee enters the collection site, the BAT will require him or her to provide positive identification (i.e., photo ID or employer identification).

(b) The BAT will explain the test procedure.

(c) Employees will be required to complete and sign various forms used to document the testing process. Refusal to sign the test form(s) will be regarded as a refusal to take the test.

(d) Employees will be instructed to blow forcefully into the mouthpiece until the EBT indicates that an adequate amount of breath has been obtained.

(e) If an employee tests positive during the screening test, she/he shall not eat, drink, put any object or substance in his or her mouth and, to the extent possible, not belch during the Thirty-minute waiting period before the confirmation test is conducted.

(f) Refusal by an employee to complete and sign the test form, to provide an adequate amount of breath without a valid medical explanation or otherwise fail to cooperate with the testing process in a way that prevents the completion of the test will be considered a termination.

(g) In the event of conflicting results between the initial test and the confirmation test, the confirmation test results will determine the outcome of the test.

(2) Results of positive test.

(a) Any safety-sensitive employee who tests positive for alcohol concentrations of 0.04 or higher will be removed from duty immediately.

(b) If a confirmation alcohol test measures 0.04 or greater, the Town of Hoosick is required to:

(1) Remove the employee from their position pending review by the Town Board.

(2) Before returning the employee to employment:

[a] Refer the employee to the substance abuse professional (SAP) for assessment of an alcohol problem and a determination of whether participation in a treatment program is necessary;

[b] A substance abuse professional determines that the employee has successfully completed any required rehabilitation; and

[c] Retest to verify that the employee's alcohol concentration is below 0.04.

(3) Non safety-sensitive employees will subsequently be given at least ten random drug/alcohol tests during the year with the possibility of follow-up testing for up to 60 months, at the employee's expense if either of these tests are shown to be positive.

(a) If the confirmation test level is over 0.04 percent, the employee will be removed from their position for a minimum of 72 hours without pay.

(b) In the event that an employee is required to comply with breath testing as a result of a law enforcement investigation, the employee must also submit to a full examination by the Town.

The test will be considered enforceable for purposes of this policy.

(3) Controlled substances.

(1) The Town of Hoosick strictly prohibits the unlawful manufacture, distribution, dispensing, possession or unauthorized use of a controlled substance in the workplace. Furthermore, any abnormal conduct that may create a *reasonable* suspicion that an employee is under the influence of a controlled substance will be grounds for The Supervisor to send the employee immediately for testing. For purposes of this policy, the Town of Hoosick will utilize, at a minimum, a five-panel drug screen consisting of the following drugs: tetrahydrocannabinol (marijuana drug); cocaine; amphetamines; opiates (including heroin); and phencyclidine (PCP). In instances where there is reason to believe an employee is abusing a substance other than the five drugs listed above, the Town of Hoosick reserves the right to test for additional drugs using standard laboratory testing protocols.

(2) Drug testing is conducted by analyzing an employee's urine specimen (through a Department of Health and Human Services certified testing lab). This procedure will include use of a split specimen testing procedure. Each urine specimen, is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a certified lab. Only the "primary" specimen bottle is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the lab. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has 72 hours to request the split specimen be retested at the same lab or be sent to another certified laboratory for analysis, at their own expense. An employee who fails to notify the medical review officer (MRO) within 72 hours (of receiving the results of the positive test) of his/her desire to have the split specimen tested shall be deemed to have waived his/her right to seek testing of the split specimen.

(3) Preparation for drug testing. The following procedures summarize the procedures established by the Federal Highway Administration (FHWA) regulations implementing drug testing under the federal law. These procedures are subject to change in the event that the FHWA or other government agency changes the regulations on drug and alcohol testing of employees in safety-sensitive positions.

(a) When the employee enters the collection site, the employee will be required to provide positive identification (i.e., photo ID or employer identification).

(b) The employee will be instructed to provide at least 45 ml of urine under the split sample method of collection. This will be done in a specifically designated "donor" bathroom.

(c) The urine sample shall be divided into a primary specimen (30 ml) and a split specimen (15 ml).

(d) If the test result of the primary specimen is positive, the employee may request within 72 hours that the MRO direct that the split specimen be tested in the same or a different DHHS certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.

(e) An employee will be removed from the safety-sensitive position pending the result

of the test of the split specimen.

(f) If the result of the test of the split specimen fails to reconfirm the presence of the drugs) or drug metabolite(s) found in the primary specimen, the employee may return back to work.

(g) Employees will be required to complete and sign various forms used to document the testing and chain of custody process. Refusal to sign the test form(s) will be regarded as a refusal to take the test.

(h) Refusal by an employee to complete and sign the test and chain of custody forms, to provide an adequate amount of urine or otherwise failure to cooperate with the testing process in a way that prevents the completion of the test will be considered an automatic failure of the test and *the* employee will be discharged.

(i) in the event of conflicting results between the initial test and the confirmation test, the confirmation test results will determine the outcome of the test

(4) Results of positive test.

Any employee who tests positive for any controlled substances may be discharged. As with an alcohol misuse violation, the Town of Hoosick is required to act upon a positive drug/alcohol test result in the following manner:

- (a) Remove the employee from the safety-sensitive position for at least 72 hours without pay. Permanent removal of all employees as a result from a positive alcohol test will only take place after the employee has been allowed to meet or speak with a medical review officer (MRO) in order to determine that the positive test did not result from the authorized use of a controlled substance.
- (b) Refer the employee to the EAP for assessment and subsequent compliance with recommended rehabilitation after a determination of a alcohol problem has been made.
- (c) Employee must be evaluated by a substance abuse professional (SAP) or MRO and determined to be fit to return to work prior to their release of the employee.
- (d) Employee must have a negative result on the return-to-duty drug test. Follow-up testing to monitor the employee's continued abstinence from alcohol or drugs will, be required.

Prescription drugs.

A. Before performing work-related duties, employees must notify their supervisor if they are *taking* any legally prescribed medication, therapeutic drug or any nonprescription drug which carries a warning label that indicates the employee's mental functioning, motor skills or judgment may be adversely affected by the use of this medication. A written report of this notification is to be filed by the supervisor with the Town Supervisor for his/her file. It is the responsibility of the employee to inform his/her physician of the type of safety-sensitive function that the employee performs in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of Town equipment. However, as required by the federal regulations, any employee who tests positive for alcohol will be removed from his/her position, even though the reason for the positive alcohol test is the fact that the employee's

prescription medication may contain alcohol.

B. A legally prescribed drug is one where the employee has a prescription or other written approval from a physician for the use of the drug in the course of medical treatment. The prescription 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 Town of Hoosick business is prohibited.

Confidentiality of records.

A. The Town of Hoosick respects the confidentiality and privacy rights of all of its employees. Accordingly, the results of any test administered under this policy and the identity of any employee participating in the EAP or other assessment or treatment program will not be revealed to anyone except as required by law. The Town of Hoosick will release an employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the Town of Hoosick will ensure that any lab or agency used to conduct testing under this policy will maintain the confidentiality of employee test records. However, the lab or testing agency will disclose information related to a positive drug or alcohol test of an individual to the individual being tested; the Town of Hoosick; the decision maker in a lawsuit, grievance or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court order or subpoenas.

B. The medical review officer (MRO) will not reveal individual test results to anyone except the Town of Hoosick, unless the MRO has been presented with a written authorization from the tested employee. The MRO may reveal to the Town of Hoosick, without an authorization, relevant information as to whether the employee is qualified to perform safety-sensitive functions or whether the employee has tested positive for alcohol or a controlled substance. The Town of Hoosick will not release the information on the employee's qualifications to perform safety-sensitive functions to a third party without first obtaining the tested employee's written authorization and consent, except to the decision maker in a lawsuit, grievance or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders or subpoenas.

C. All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from the employee's personnel file.

Questions.

Any employee having questions with respect to the scope of this policy and its contents may contact the Town Supervisors office

Employee Acknowledgment Form

Detach and return this page to the Town Supervisor's office after you have read and understood this Policy.

I acknowledge that I have received and read the Town of Hoosick Drug and Alcohol Free Workplace Policy and the provisions contained therein on the date indicated below. I understand that the terms described in the Drug and Alcohol Testing Policy may be altered, amended or changed by the Town of Hoosick at any time to comply with the Federal Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations.

Signed

Date

Toll-Free Number

The toll-free number for
substance abuse assistance

is:

1-800-662-HELP

Exhibit C

TOWN OF HOOSICK

Health Insurance Notice of Buyout

Employee Name: _____ Soc. Sec. #: _____

Address: _____ Dept: _____

Present Town Insurance Plan:

Type of Coverage: (Circle one) Single 2-Person Family

Spouse's Name: _____ Employer: _____

Address: _____ Address: _____

Present Health Insurance Plan: (attach proof of coverage),

Type of Coverage: (Circle one) Single 2-Person Family

1. I understand that I am eligible to receive health insurance benefits from the Town of Hoosick according to the terms of my union's contract with the Town.
2. In consideration of the sum of \$ _____ (per union contract), to be paid to me annually in my pay with the first pay period in December, in arrears. I agree to waive any and all rights I may have for health insurance coverage from the Town of Hoosick for the year covering: .
3. I affirmatively represent to the Town that my spouse's health insurance coverage or my alternate coverage is in full force and effect and that I am now covered under that plan of insurance. A copy of a certification of coverage from my spouse's health insurance carrier or my alternate coverage is annexed hereto.
4. I presently know of no condition or circumstance by which my spouse's or alternate health insurance carrier would deny me coverage (i.e. divorce, pre-existing condition, etc.).
5. I understand that the Town of Hoosick will have no responsibility for medical expenses incurred by me or members of my family during the period covered by this agreement.
6. In the event that my spouse's insurance or my alternate coverage is terminated, for any reason, I agree to notify the Town of Hoosick's Bookkeeper in order to restore my health insurance coverage as soon as possible under the terms of the plan. In such event, my annual payment shall cease and I will not receive a pro rata payment.

Employee Signature: _____ Date: _____