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Contract Database Metadata Elements

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

OCT - 2 2005

ADMINISTRATION

AGREEMENT

BETWEEN

TOWN OF WILLIAMSON, NEW YORK

AND

AFSCME LOCAL 1635-G

AND

AFSCME COUNCIL 66, AFL-CIO

REPRESENTING WATER UTILITIES DEPARTMENT

AND

HIGHWAY DEPARTMENT EMPLOYEES

CONTRACT TERM:

JANUARY 1, 2005 THRU DECEMBER 31, 2008

RECEIVED

OCT 02 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



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EMPLOYMENT CONTRACT

This agreement entered into by the Town of Williamson, a municipal corporation, with offices at 4100 East Main Street, Williamson, New York 14589, hereinafter sometimes referred to as the "Employer", and Local 1635-G, Council 66, American Federation of State, County, and Municipal Employees, AFL-CIO, maintaining a business office in the City of Rochester, New York, hereinafter referred to as the "Union".

Statement of Purpose

The Purpose of the agreement is the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. It is also affirmed that the Employer and each employee shall, at all times, be a dedicated, courteous and efficient representative of public employment, realizing full well that they are under the constant scrutiny of the public at large, and that they are performing an essential public service.

ARTICLE I. RECOGNITION

Section 1. Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours and other conditions of employment, and for the administration of grievances arising there under for the term of this agreement for all full-time employees employed by the Williamson Water Utilities Department and the Highway Department of the Town of Williamson, New York and excluding all temporary, part-time, and seasonal workers.

A temporary employee shall be defined as an employee whose position is not intended to be ongoing. The duration of a temporary appointment shall not exceed nine (9) months.

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

A part-time employee shall be defined as an employee who is regularly scheduled to work less than twenty (20) hours per week.

A seasonal employee shall be defined as an employee hired for the winter or summer season.

The bargaining unit further excludes all elected officials, appointed department heads, and any other employees defined under the Taylor Law as confidential.

ARTICLE II. PRINCIPLES

Section 1. Pledge Against Coercion

The Employer and the Union each agree not to interfere with the rights of the employees to become members of the Union or to refrain from becoming members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or the Union or any Employer representative or any Union representative against any employee because of Union membership or because of Union activity in an official capacity on behalf of the Union or because of non-membership in the Union, or for any other cause. This section will not be construed in any way to say that the Union must expend funds for an employee. Wherever the male gender is referenced herein the female gender shall also be referenced.

Section 2. Deduction and Remittance of Dues

- a) The Employer shall deduct bi-weekly from the wages of employees within the respective bargaining units regular membership dues as certified by the Union for those employees who have signed the appropriate payroll deduction authorization permitting such deduction.
- b) The Employer shall remit such monies deducted monthly to AFSCME, Local 1635-G, 2680 Ridge Road West, Suite 203, Rochester, New York 14626. The Union hereby agrees that should they receive funds from any employee through payroll deduction, which they are not contractually entitled to, they will return said funds to the Employee.
- c) Any change in the amount of Union dues to be deducted must be certified by the local Union Treasurer or the administrator in writing and be forwarded to the Employer. Such change is to be implemented by the next payroll deduction period.
- d) During the term of this agreement, the Employer agrees to grant exclusive rights to dues deduction to the Union and will deduct Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union and the aggregate deductions together with a list of employees for who the deduction were made shall be remitted forthwith to the Union.
- e) Employees who wish to revoke payroll deduction authorization cards shall do so by notification to the Union and to the Employer either thirty (30) days prior to their anniversary date of joining or thirty (30) days prior to the expiration of this agreement. Notification shall be by certified mail.
- f) It is specifically agreed that the Town of Williamson and its Board shall assume no obligation, financial or otherwise, arising out of the provisions of this section, and the Union agrees that it will indemnify and hold the Town and the Board harmless from any and all claims, actions, demands, suits or proceedings by an employee; or any other party, arising from deductions made by the Town for the remittance to the Union of dues under this section.

Section 3. Access to Premises

The Employer agrees to permit representatives of the International Union, Union Council and/or Local Union to enter the premises of the Employer at any hour for individual discussions of working conditions with employees, provided such representative or the discussions do not unnecessarily interfere with the performance of duties assigned to the employees. During the day shift the Department Head will be notified prior to the meeting and during any other shift immediately thereafter.

Section 4. Bulletin Boards

The Union shall have the right to post notices or other communications on existing Town bulletin boards within the buildings devoted respectively to Williamson Water Utilities Department activities and Williamson Highway Department activities. The Union, however, agrees that any item to be posted which is outside the realm of the business of the Union shall be approved by the Employer in advance.

Section 5. Meetings on the Job

The Union field representative may, for the purpose of administering this agreement, meet with Union members on the job, providing that no undue interruption of work is caused by such meeting.

Section 6. Reproduction of Agreement

The Employer will reproduce and make available copies of this agreement to all employees. Reproduction will be by mimeograph or copying machine. The cost of reproduction shall be shared by the parties, on the basis of a cost of ten cents per page per copy.

Section 7. Representation on Grievances

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

Section 8. Contract Negotiations

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

Section 9. Union Business Leave

- a) Members of the Union who are elected or designated to attend any convention or executive board meeting of the International Union, Council, State AFL-CIO or central body shall be permitted to attend such functions and be granted the necessary time off without pay, provided that the total said time is not in excess of five (5) work days in any calendar year, and further provided that a request for such leave is made by the Union in writing to their division heads no less than five (5) work days prior to the date that the particular function is scheduled.
- b) In addition to the above, employees who are members of the local Union's executive board and are scheduled to work during the time the local Union's executive board meetings are scheduled may be permitted to attend such meetings and be granted the necessary time off without loss of time or pay, provided that the total said time is not in excess of five (5) work days in any calendar year and the request for such time off is made by the Union in writing to their division heads no less than five (5) work days prior to the date the particular meeting is to be held.
- c) Employees elected to any Union office to do work which takes them from their employment with the Employer may, at the written request of the Union, be granted a leave of absence without pay, provided a substitute is available to carry out the employee's normal duties. The leave of absence shall not exceed one (1) year, and the same individual shall not be granted a leave of absence more frequently than once in every five (5) years, and subject to the approval by the Town, which shall not be denied in an arbitrary or capricious manner.

Section 10. Labor - Management Committee

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

Section 11. Management Right's Clause

The municipality retains the sole right to manage its business and services and to direct the work force, including the right to decide the number and location of its business and service operation and the methods, processes, and means used in operating its business and service, and the control of the buildings, materials, parts, tools and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all of its departments and operations, including the sole right to discipline, suspend, and discharge employees for just cause in conformance with Article IV of this agreement, to hire, lay off, assign, transfer, promote, and determine qualifications of employees, to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law. The stipulated rights of the municipality are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the municipality. Any and all rights, powers, and authority the municipality had prior to entering this agreement are retained by the municipality, except as specifically abridged, delegated, granted, or modified by this agreement.

Section 12. Contract Definitions

As used herein, the following terms shall have the following meanings:

- a) "Employee" shall mean any person employed by the Employer who is covered by this agreement.
- b) "Employer" shall mean the Williamson Sewer District or the Town of Williamson, as the case may be.
- c) "Grievance" shall mean any disputed matter pertaining to conditions of employment, including the meaning, application, and interpretation of this agreement.
- d) "Supervisor" means persons regardless of title, who are assigned to exercise a level of supervisory responsibility over employees.
- e) "Department Head" means the individual having charge of the employee's department or his designee. May be used alternately with the term "Division Head", "Department Supervisor", or "Water Utility Department Supervisory Personnel" or "Highway Superintendent"
- f) "Water Utilities Department" shall mean the Town department established in 1980 which has the duties and responsibilities of the water department (replaced dissolved water district) and the wastewater or sewer department.

- g) "Stewards" or "Union Representative shall mean one or more employees who have been certified in writing to the Employer to have been selected to represent all employees.
- h) "Day" refers to work days.
- i) "Work day" shall mean any eight-hour shift.
- j) "Temporary job opening" is defined as job vacancies that may periodically develop in any job classification because of illness, vacation, leave of absence, or for any other reason.

ARTICLE III. GRIEVANCES AND ARBITRATIONS

Section 1. General

- a) It is the intent of this article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees that may arise in the course of employment.
- b) No provision of this agreement shall be interpreted to require the Union to represent an employee in any stage of the grievance procedure if the Union considers the grievance to be without merit.
- c) In the case of a group, policy, or organization-type grievance, the grievance may be submitted directly to Step III.

Section 2. Matter Relevant to Grievance Procedures

- a) The time limits set forth in this article shall be strictly adhered to and shall be binding upon the parties unless waived by written mutual agreement of the parties. The failure of the Union to proceed within the time limits set forth shall terminate the grievance at this step. The failure of the Employer to answer within the time limits set forth will entitle the Union to proceed to the next step of the grievance procedure.
- b) Any step of the grievance procedure may be bypassed by mutual agreement, in writing.
- c) In the case of a group, policy organization-type grievance, the grievance may be submitted to Step III.

Section 3. Union Stewards

- a) Employees selected by the Union to act as Union representatives shall be know as "Steward". The names of employees selected as Stewards and the names of other Union officers and representatives who may represent employees shall be certified in writing to the Employer by the local union.
- b) Union Stewards and other Union officers shall have the right to investigate and process grievances during their regular working hours without loss of pay, after making arrangements with the department head for job coverage.

Section 4. Rights of the Parties

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

Section 5. Grievance Procedure

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

Step II. If not resolved at Step I, the Union Steward or other authorized representative of the Union, in the absence of the Steward, shall reduce the matter to writing on a grievance form provided by the Union, setting forth the facts of the grievance and the relief sought, and submit the grievance to the Town Supervisor within ten (10) business days following the receipt of the department head's decision or of the date such decision was due at Step I. The Town Supervisor shall investigate the matter and may hold a meeting with the authorized representative of the Union and shall, in any case, render his decision in writing within (10) business days following the receipt of the written grievance from the Union, to the Union Steward or other authorized representative of the Union, whichever the case may be.

Step III. If the matter is not settled at Step II within the time limits set forth above, or no answer if forthcoming, the grievance may be submitted within ten (10) business days of the date such answer is received or should have been due, by the local Union president or his authorized representative to the Town Board. A meeting shall be held between the Town Board and the Union grievance committee not later than five (5) business days following the date they received the grievance. For the purpose of this procedure, the Union grievance committee will consist of no more than three (3) Union representatives. The Town Board shall transmit to the unit president its decision in writing on any grievance matter within five (5) business days following the date that such meeting was held.

Step IV. If the Union is not satisfied with the decision on the grievance at Step III, it may, within fifteen (15) business days following the receipt of the decision of the Employer, or from the date such decision would have been due, refer the matter to the arbitration Step in the manner set forth in the Section below.

Section 6. Arbitration Procedure

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

- b) The arbitrator shall have the initial authority to determine whether or not the dispute is arbitrable. Once he has determined that the dispute is arbitrable, the arbitrator shall proceed in accordance with this article to determine the merits of the disputes submitted to arbitration.
- c) The arbitrator shall be requested to render a decision within thirty (30) calendar days of the arbitration hearing, or within thirty (30) calendar days following the close of the hearing.
- d) The expenses and fees of any arbitrator shall be borne equally by the parties of this agreement.
- e) The decision of the arbitrator shall be final and binding on both parties.
- f) No arbitrator functioning under this Step shall have the power to amend, modify, or delete any provision of this agreement, but he may order restitution.
- g) Each party shall be responsible for any payment of fees to experts or witnesses called in their behalf.
- h) Each party to the dispute shall be allowed to request one (1) additional list, should the initial list be unsatisfactory to either party.

ARTICLE IV. DISCIPLINE AND DISCHARGE

Section 1. Exercise of Rights

The only procedure for taking disciplinary action or measures against an employee covered by this agreement shall be as set forth in the following sections.

- a) Any employee who has completed his probationary period shall not be disciplined and discharged without just and sufficient cause.
- b) Any employee who has completed his probationary period, who is disciplined or discharged, shall be served with a notice of the action taken. The written notification shall contain a detailed description of the charges, which will include dates, times, and places. Notification to the Union shall be made within twenty-four (24) hours of notice given to the employee.
- c) This notice is to be presented to such employee at the time the action is taken. When an employee presents a clear and present danger to the Town or his fellow employees, the employee may be suspended and the service of notice shall be waived for a period of forty-eight (48) hours.
- d) Notice of discipline shall be served upon an employee no later than sixty (60) days from the date the Employer became aware of the employee's conduct which warranted disciplinary action.
- e) An employee alleging that disciplinary action was without just and sufficient cause, shall have full recourse to the grievance procedure, as set forth in Article III, providing that such grievance is filed within fifteen (15) business days following the action being grieved.

- f) The pendency of a grievance under this Article shall not restrict the Town's right to take the action being contested by the employee.
- g) Disciplinary action or measures shall include only oral reprimand, written reprimand, a fine (per Article V of the Civil Service Law), suspension with or without pay, demotion and discharge.
- h) The disciplined employee, upon request, will be allowed to discuss his discharge or discipline with his Steward or other authorized representative of the Union, and the Employer will make available an area where he may do so before he may be required to leave the premises.

Section 2. Personnel Records

All employees covered by this agreement shall have the opportunity of reviewing their personnel file (which is maintained by the Town Clerk) in the presence of the Town Supervisor or his designee. This file shall contain their personnel application, evaluations, and all letters of commendation, reprimands, suspensions, and any and all actions which have taken place during his employment with his Employer.

Section 3. Reinstatement After Suspension

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

Section 4. Limitations

An employee shall not be disciplined for acts which occurred more than sixty (60) working days prior to the discovery of the act and notification by the Employer that discipline is to be imposed.

Section 5. Disciplinary Transfers

Shifts, job assignments, transfer, or re-assignment to another division or unit shall not be made for the purpose of imposing discipline.

ARTICLE V. DEPARTMENTAL RULES AND REGULATIONS

- a) All employees are required to report to work on a regular basis and at scheduled times. An employee tardy three (3) or more times during the calendar year shall be subject to disciplinary action. Continued excessive tardiness may be considered as grounds for dismissal.
- b) Any absence not reported within one hour of the time the employee is scheduled to commence work, and any absence not chargeable to vacation or other authorized leave shall be classed as unauthorized leave. Two (2) or more days of unauthorized leave during the calendar year shall be subject to disciplinary action. Abuse of sick leave or excessive absenteeism shall be grounds for termination.
- c) All employees shall comply with existing work rules and regulations of the Employer which are not in conflict with the terms of this agreement. Any proposed additional departmental rules and regulations which relate to terms and conditions of employment shall be discussed with a representative of the Union prior to adoption.

- d) In the event of a transportation breakdown of acts of God, employee's failure to report to work on time will be excused. He shall however, endeavor to arrange for alternate transportation which will be provided, if possible. If transportation cannot be provided, the employee may elect to use vacation or personal time.
- e) All leave credits must be earned before they can be used.

ARTICLE VI. SENIORITY

Section 1. Definition

Seniority shall be defined as an employee's length of service as a full time employee with the Employer since his last date of hire. If two (2) or more employees are appointed on the same date, their relative seniority shall be determined by lot at the time of their appointment.

Full-time employees who were hired prior to January 1, 1988, who had previously held part-time positions with the Town, shall have their seniority prorated as per the New York State Retirement System.

Section 2. Breaks in Continuous Service

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

Section. 3 Probationary Period

- a) A permanent competitive employee who is appointed to fill a permanent position shall be subject to a probationary period, in accordance with Civil Service Law.

A labor class or non-competitive employee who is appointed to fill a full-time position shall be subject to a probationary period of not less than eight (8) weeks and no more than twenty-six (26) weeks, including any training period. Upon completion of the probationary period, all of the appointees will be granted all of the rights and privileges of permanent-status employees. New employees who complete their probationary period shall be entered on the seniority list, retroactive to their initial date of full-time employment.

- b) The Union shall represent all probationary employees for the purpose set forth under Article I of this agreement, with the exception of discipline or discharge, as set forth in Article IV of this agreement.

Section 4. Lay-off and Bumping

- a) In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Union to review such anticipated layoff, at least twenty-one (21) days prior to the date such action is to be taken.
- b) When such action takes place, layoff and bumping shall be in accordance with Civil Service Law for permanent competitive employees. Layoff and bumping among labor class and non-competitive employees shall be as follows:

Layoffs shall be accomplished by laying off temporary employees first; provisional employees second, probationary employees third, and then, permanent employee, all in the inverse order of seniority, and within the classification affected.

- c) Full-time employees to be laid off will have at least twenty-one (21) calendar days' notice of layoff, which notice can run concurrently with notice to the Union.
- d) When a labor class or non-competitive employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority, providing he is qualified to assume the lower position. Such employee may, if he so desires, bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority than the employee whom he bumps, and further providing that he has the qualifications to assume the lower title. The employee shall receive the pay of whichever job he bumps into.

Section 5. Seniority Lists

The Employer shall provide a seniority roster on all departmental bulletin boards or upon request of a Union official. The Union shall be notified thereafter of any changes or new hires.

ARTICLE VII. WORK FORCE CHANGES

Section 1. Promotion and Filling of Vacancies in Non-Competitive Classifications

- a) The term promotion means the advancement of an employee to a higher paying position.
- b) Whenever an opportunity for promotion occurs or a job opening occurs in an existing non-competitive or labor class position or as the result of the development or establishment of a new classification, a notice of such opening shall be posted on all bulletin boards stating the job qualifications, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than (10) business days.
- c) During this period, employees who wish to apply for the open position may do so. The application shall be in writing and it shall be submitted to the employee's immediate supervisor.
- d) The Employer shall fill such job openings or vacancies from among those employees who have applied, who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selecting from among those qualified, the employee with the greatest seniority.
- e) A non-competitive or labor class employee promoted to a higher classification shall serve a twenty-six (26) week probationary period, during which time he may be returned to his former position without recourse to the grievance procedure.
- f) The qualifications of an employee shall be judged solely by the Employer, providing such determination is not made in an arbitrary or capricious manner.

Section 2. Promotion and Filling of Vacancies in the Competitive Classification

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

Section 3. Out-of-Title Work

- a) Employees assigned to out-of-title work shall be paid in the salary range established for the job, which in no case shall be less than his previous rate.
- b) Any Water Utilities Department employee who is assigned to work by himself on one or more shifts to perform duties or responsibilities normally assigned to an employee with a more advanced certificate from the State Department of Health shall be paid for such shift or shifts his hourly rate, plus the premium pay that the higher certificate would warrant (i.e., this special situation would probably be second or third shift work). The Supervisory personnel shall report any temporary appointments to the bookkeeper.
- c) Employees assigned to temporary job openings shall be paid in the salary range established for the job, which in no case shall be less than his previous rate.
- d) Seasonal, temporary, part-time employees will not be permitted to operate grading equipment, excavating equipment, CDL snow equipment or operate the Water Plant on a regular or scheduled basis. The above classification or employees may operate the above on an ad hoc or occasional basis. (For example, a town park employee may use a roller on the park lawns or use a front loader to move a pile of stones or mulch.) (For clarification purposes the above-mentioned employees may mow grass, operate sidewalk snowplowing equipment, pick-up truck mounted snowplows and similar activities with no limitations or restrictions.)

In case of emergency the Town can seek approval of the Union Negotiating to work part-time employees in conflict with the above.

Section 4. Layoff and Bumping

Layoff and bumping shall be in accordance with Civil Service Law.

Section 5. Recall

When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by certified mail. The union shall be notified at the same time. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a "quit". Recall rights for an employee shall expire after a period equal to his seniority, but in no case more than two (2) years from the date of layoff. No new employee shall be hired until all employees on layoff have been recalled.

Section 6. Consolidation or Elimination of Jobs

- a) It is understood and agreed that the Employer will promptly notify the Union in writing of any decision involving a change in its operations which affect the terms and conditions of employment. The Employer agrees to negotiate with the Union the impact of any such changes which are a mandatory subject of negotiations.
- b) Except as otherwise agreed to by the Union, the Employer shall not implement such change, where such change would eliminate any of the positions covered by this agreement for a period of forty-five (45) days from the date of such notice.
- c) Employees displaced by the elimination of jobs through job consolidation or the curtailment or replacement of existing facilities in accordance with the layoff provisions of this agreement, will have preference in transferring to any other job with the Employer within the bargaining unit, provided a vacancy exists. Any employee transferring as a result of the application of this provision shall be given any training needed, up to ninety (90) days, to perform satisfactorily the job to which he is transferred.

Section 7. Transfers

- a) An employee desiring to transfer from one department to another shall submit an application in writing to his immediate supervisor. The application shall state the reason for the transfer. Answer to such request shall be in writing and be given within ten (10) business days.
- b) When an employee is permanently transferred he shall, upon request, be entitled to have the reason therefore stated in writing with full particularity; such statement shall become part of his personnel file. The phrase "for the good of the service" without other reasons shall not constitute an adequate or sufficient reason for transfer.

Section 8. Separation Notice

In the event that a layoff becomes necessary, employees to be laid off shall be given twenty-one (21) calendar days advance notice.

Section 9. Resignation Notice

Any employee electing to terminate his employment with the Employer shall give the Employer at least the same notice as required for layoff in Article VI, Section 4. This notice shall be given in writing to the respective department supervisor. For each day less than required notice, the employee shall have deducted one (1) day from all accrued vacation and/or holiday benefits.

ARTICLE VIII. HOURS OF WORK

Section 1. Regular Hours

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

Section 2. Work Week

The normal work week shall be forty (40) hours, equally divided over five (5) work days with two consecutive days off. For the purpose of scheduling, the work week shall start at 12:01 A.M. Monday. The work period may be altered to meet the needs and requirements of the department.

Section 3. Work Day

Eight (8) hours of work within the twenty-four hour period from an employees scheduled starting time shall constitute the regular work day.

Section 4. Shift

Eight (8) consecutive hours of work shall constitute a work shift. The number of daily shifts in the Water Utilities Department may vary with the season and water demand. Each shift shall have a regular starting time and quitting time. Shift times shall be scheduled by the Department Head in accordance with necessity or emergency.

Section 5. Work Schedule

- a) Work schedule showing the employee's regular shifts, work days, and hours shall be posted on all appropriate bulletin boards at all times.
- b) Except in the case of emergency, work and shift schedules shall not be changed unless the changes are mutually agreed upon by the employee and the Employer. A quarterly schedule shall be posted in each department at least one (1) month in advance.

Section 6. Rest Periods

- a) All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift.
- b) Employees required to work at least four (4) hours beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

Section 7. Clean-up Time

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

Section 8. Lunch Period and Meals

- a) All employees in the Water Utilities Department covered by this agreement, while assigned to outside work, shall have a one (1) hour lunch period. All employees in the Highway Department covered by this agreement shall have a one-half (1/2) hour lunch period.
- b) Employees covered by this agreement who are required to stay at their job sites shall have a paid lunch period of one-half (1/2) hour lunch period.

ARTICLE IX. REPORTING TIME

Section 1. Show-up Time

Any employee who is schedule to report for work and who presents himself for work, as scheduled, shall be assigned work on the job for which he was scheduled to report.

Section 2. Call Time

When an employee who has completed his regular daily shift is released and then recalled to work, he shall be guaranteed a minimum of two (2) hours work. This shall not apply to hours which immediately precede the employee's scheduled shift.

Section 3. Premium Rates of Pay

The Town agrees to distribute authorized overtime on a fair and equitable basis among qualified employees performing similar work within a functional unit.

Overtime shall be paid at the rate of time and one-half (1 ½) the employees base hourly rate, or compensatory time off at time and one-half (at the option of the employee) for all hours worked over forty (40) hours per week to all employees subject to the Fair Labor Standards Act.

Work performed on a Sunday shall be paid at the rate of time and one-half (1 ½) in any event.

Section 4. Compensatory Time

Compensatory time may be considered as a manner of payment, as permitted by the Fair Labor Standards Act, at the option of the employee.

Section 5. Work at the Employee's Option

The parties agree to the concept of overtime work being performed on a voluntary basis whenever possible. This concept shall remain operative, subject to the continuing availability of qualified volunteers. There shall be no discrimination against any employee who declines to work voluntary overtime.

The supervisor shall notify the President of the Union whenever there is an insufficient number of qualified volunteers. In that event, required overtime shall be mandated to qualified employees by inverse seniority.

Section 6. Overtime Pay

All overtime shall be paid for no later than the regular payroll check which covers the payroll period in which the employee has worked overtime.

ARTICLE X. HOLIDAYS

Section 1. Holidays Recognized and Observed

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

| | |
|----------------|-------------------------------|
| New Year's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday After Thanksgiving Day |
| Fourth of July | Christmas Day |
| Labor Day | Two (2) Floating Holidays |

Floating days shall fall in the months of March through September. A floating day shall be used by the employee at a time to be mutually agreed upon by the Department's Supervisory personnel and the employee, with the Department's operational requirements.

- b) Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.
- c) An employee must have worked his last scheduled work day prior to the holiday and his first scheduled work day after the holiday to receive compensation for the holiday, unless he was off because of illness, vacation, personal leave or any other reason which is acceptable to the Employer.
- d) All holidays worked shall be paid at the rate of time and one-half (1 ½) the employee's regular hourly rate, as established by the Appendix. Employees who are on vacations will have their vacation extended on (1) day. If a holiday falls when an employee is off sick, he will not be charged with a sick day, but will be paid for the holiday; and if it falls on a regularly scheduled day off, he will receive a day's pay. Employees who are scheduled off because of the observance of the holiday will receive only their regular pay for that day.
- e) It is recognized by the parties hereto that the Water Treatment Plant must be staffed on many holidays and that the roads within the Town must be plowed and sanded on many holidays. Therefore all employees must take their turn in working on holidays, as the need dictates.

Section 2. Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all unworked holiday hours for which an employee is compensated shall be regarded as hours worked.

Section 3. Half-day Holidays and Religious Observances

Employees required to work Easter Sunday, Yom Kippur, or any other religious holiday, shall be permitted to attend such services without loss of time or pay.

ARTICLE XI. VACATIONS

Section 1. Vacation Allowance and Eligibility

Upon completion of the following full years of continuous service, an employee will be credited with vacation in accordance with the following schedule:

A. Employees may carry over 320 hours of vacation from year to year.

| | |
|--|--------------|
| Less than 1 year continuous service | No vacation |
| Over 1 year but less than 5 years continuous service | 10 work days |
| During the 6 th year (after 5 years) | 12 work days |
| 7 th year | 15 work days |
| 8 th year | 16 work days |
| 9 th year | 17 work days |
| 10 th year | 18 work days |
| 11 th year | 19 work days |
| 12 th year | 20 days maxi |

Section 2. Choice of Vacation Period

An employee will be granted his vacation credits, subject to approval of the Department Supervisory personnel at any time during his anniversary year in units of no less than one hour a workday, except that if the nature of other circumstances of the work make it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation periods in the event of conflicts, it being understood that it is the department's responsibility to maintain work coverage and efficient operations for service to the public. Vacation request forms shall be distributed during the first week in January of each year. These shall be completed by the employees and returned to the Department Supervisory personnel by April 1st. In the event of conflicts, seniority shall govern. If no specific request is filed, the employee shall by June 1st. at least, notify the Supervisory personnel of the approximate time he wishes to take his vacation. Vacation time requested by the employee shall not be denied arbitrarily or capriciously.

After April 30th, an employee can no longer exercise seniority for vacation preference. In all cases, at least three weeks' notice shall be given of vacations preference and all vacation shall be taken at the time agreed upon. As vacations are selected, a schedule will be posted on the Department bulletin board.

Section 3. Computation of Pay

- a) Vacation pay shall be the regular straight time rate of pay in effect for the employee's regular position at the time he takes his vacation.
- b) If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits. An employee on paid sick leave, jury duty, time on paid vacation, or other full-pay status will be considered as time worked in determining vacation credits.

Section 4. Transfer of Rights and Separation

- a) If an employee is transferred to another Department, vacation credits will be transferred.
- b) An employee who retires or is laid off prior to taking his vacation shall be compensated for all his accumulated vacation credits computed on a prorated basis. In the case of death, the employee's estate will receive full payment of all the deceased employee's unused vacation computed on a pro-rated basis.
- c) A leave of absence without pay or a resignation followed by reinstatement to the same job title with the Employer within one (1) year shall not constitute an interruption of service for the purpose of this Article, provided however, that the period of leave without pay between resignation and reinstatement shall not be counted in determining vacation credits per year or rate per month.

ARTICLE XII. PAID LEAVE

Section 1. Bereavement Leave

An employee who has a death in the immediate family (spouse, parents, children, stepchildren, sister, brother, grandchildren, parents in-law, son-in-law, daughter in-law, or other relative who is an actual member of the employee's household) shall be granted a leave of absence with full pay three (3) consecutive work days.

Section 2. Personal Leave

- a) All employees will become eligible for and receive three (3) days personal leave after one (1) year of continuous service, and also become eligible and receive the same allowance for each succeeding year of employment, providing they are on a compensable salary basis for at least six (6) months of continuous service in the preceding anniversary year.
- b) Personal leave shall not be cumulative from year to year.
- c) Applications for personal leave must be requested by an employee at least twenty-four hours in advance of the time requested in order for the Department Head to arrange work coverage. In case of emergency, the advance notice may be waived by the Department Head.
- d) Leave under this Section shall not be used for the purpose of extending holiday or vacation leaves. In general, it shall be used in connection with matters which cannot be taken care of outside of regular working hours and for reasons of a serious enough nature as to cause undue hardship. Such reasons as recreational, social, shopping activities, and appointments that can be made during non-working hours are not valid reasons for such leave. Leave may be granted in segments of not less than two (2) hours. Reason for the use of the leave must be given by the employee if leave is requested for the day preceding or following a holiday or vacation leave. The Department reserves the right to regulate the taking of personal leave, so as not to disrupt the service to the public.

Section 3. Jury Duty

- a) Employees shall be granted a leave of absence with pay on any time they are required to report for jury duty or service. For the purposes of this Section, pay shall mean regular base pay less daily jury rate.
- b) Employees are expected to work all available reasonable hours outside of those actually required for jury duty or jury duty examination, in accordance with the employees regular work schedule.

Section 4. Civil Service Examination

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

Section 5. Military Service Leave

- a) If an employee is required to render military duty, he shall be granted a military leave of absence, pursuant to Section 242 of the Military Law of the State of New York.

Application for reinstatement must be made within ninety (90) days from the date military service is terminated. Upon return to Town Service, all credits to which an employee was entitled at the beginning of that leave will be restored. Adjustments that would regularly be made to an employee's job title will be awarded, in accordance with Section 243 of the Military Law of the State of New York. Consistent with Section 242 of the Military Law of the State of New York, members of the National Guard or the reserve of the Army,

Navy, Marine Corps, Air Force, or Coast Guard, will be granted a military duty leave of absence up to twenty-two (22) working days or thirty (30) calendar days (whichever is more) with pay in a calendar year.

- b) Employee shall exhibit official military orders to their supervisory personnel as soon as received.

ARTICLE XIII. SICK LEAVE

Section 1. Eligibility

- a) Employees shall be eligible for sick leave after sixty (60) days service with the Employer.
- b) An employee shall be entitled to earn sick leave at the rate of one (1) working day per each month of continuous employment, and said sick leave shall be allowed to accumulate to a maximum of one hundred twenty-five (125) days, to be held as credit for the employee for future sick leave use, with pay. Notwithstanding the provisions of this Section, an employee who is sick for more than ten (10) consecutive work days within a month shall not be entitled to accrue sick leave for that month.
- c) Employees shall start to earn sick leave from their date of hire, on a full-time basis, and they shall accumulate sick leave as long as they are in the service of the Employer.
- d) An employee may be required by the Employer to produce a doctor's certificate after four (4) consecutive days of sickness or disability, at the employee's expense. The Unit Head at any time shall have the right to require an examination of any employee by a physician of the Employer's choice, and at the expense of the Employer.
- e) All time for which an employee is credited with sick leave shall be considered as time worked.
- f) In the event of a compensable accident or illness where disability payments are made in accordance with the provisions of the New York State Compensation Act, the Town shall be responsible to such employee for the amount of difference between the benefits paid to him by the compensation insurance and the amount of pay to which he would have been entitled under regular sick leave pay, and such payment shall continue until all sick leave time is exhausted. Furthermore, with regard to the foregoing, only that sick leave shall be charged to the employee as represented by the actual monies paid to him for the monetary value of his accumulated sick leave.
- g) An employee receiving benefits under the New York State Compensation Act shall have his position held open, as required by law.

Section 2. Allowance

- a) Any employee contracting or incurring any non-service connected sickness or disability, or is quarantined by the health authorities, or who must make medical visits during working hours as a result of the employee's illness or injury, may use accumulated sick leave.
- b) Unused sick leave may be used toward retirement in accordance with Section 41-j, as more fully described in Article XVII, Retirement Plan.

ARTICLE XIV. UNPAID LEAVE OF ABSENCE

Section 1. Eligibility

- a) Employees shall be eligible for leaves of absence without pay after the completion of one (1) year of employment for education purposes. Such leave shall not exceed one (1) year. Employees may be granted an unpaid leave of absence for other reasons, also after the completion of one (1) year of employment, subject to the approval of the Employer.
- b) One (1) year leaves of absence with any requested extension for educational purposes shall not be provided more than once every three (3) years.

Section 2. Application for Leaves

- a) A request for such leave shall be submitted to the Town Supervisor or his designee and shall state the reasons the leave is requested and shall give the date the leave would terminate. At least thirty (30) calendar days' notice shall be given if the absence will exceed six (6) months; otherwise, fifteen (15) calendar days' notice will be required.
- b) The Town Supervisor or his designee shall approve or deny in writing the applicant's request within ten (10) business days following receipt of the request.

Section 3. Seniority

- a) Employees granted a leave of absence will retain but not accrue seniority while on leave of absence without pay.
- b) Employees shall be returned to a position or pay which is equal to that which was held at the time the leave of absence was granted.

Section 4. Maternity Leave and Paternity Leave

- a) After use of paid leave, as set forth in Article VIII, pregnant employees shall be granted a leave of absence without pay for a period of time not to exceed one year which may be extended by the Employer.
- b) After delivery of the baby, the employee may return on the date recommended by her physician, providing a written doctor's statement is submitted to the Employer certifying that she is fully employable and ready to resume her full duties.
- c) The male spouse shall be allowed up to two (2) weeks unpaid leave of absence after the birth of a child, commencing with the date of delivery.

Section 5. Civic Duty

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

ARTICLE XV. SALARY AND CLASSIFICATIONS

There will be a Cost of Living Adjustment (C.O.L.A.) in the salary schedule according to the CPIW Index as outline in Appendix A Section #5.

Effective January 1, 2000 there will be a minimum of a 2.8% up to maximum of 3.5% increase in wages.

Effective January 1, 2001 there will be a minimum of a 2.8% up to a maximum of 3.5% increase in wages.

Effective January 1, 2002 there will be a minimum of a 2.8% up to a maximum of 3.5% increase in wages.

Section 1. Salary Schedules

Employees shall be compensated in accordance with the wage schedule for the position they are appointed to, as set forth in Appendix A to this agreement.

Section 2. Salary Pay Grades

The minimum rate for each classification shall be paid to the employee on his appointment to the position. Increase to the next step in the salary grade shall be upon completion of one (1) year's employment and thereafter each year on the anniversary date of completion of an additional year until the maximum wage rate is reached.

When an employee is promoted from one job title to another job title with a higher starting wage (i.e. higher wage bracket) that employee shall be placed at the starting wage in the higher bracket or on the step of that wage bracket which shall result in an increase in hourly pay, whichever is appropriate to insure the employee of a current raise in pay.

Section 3. Pay Period

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

Section 4. Car Allowance

Employees who are obligated to use their personal automobiles on any official business will be reimbursed at the prevailing mileage reimbursement rate established by the Internal Revenue Service for the time period when the vehicle was used. In order to be reimbursed, the employee must present a Town voucher for audit to the Town Board and must have had prior approval from the Town Board or Department Supervisory personnel to use personal car for official business.

ARTICLE XVI. HOSPITALIZATION AND MEDICAL BENEFITS

Health Care: For Employees hired prior to January 1, 2005

MEDICAL INSURANCE:

- A) The Town will pay 100% of Blue Choice Freedom, Blue Choice Value or Blue Choice 25 for single or family plans.
- B) The Town will pay the equivalent premium of the Blue Choice Freedom plan towards any other Blue Choice product (i.e. Select or Choice) with the employee picking up the balance of the premium for same.
- C) If the employee chooses not to get dental insurance the Town will set up a Health Reimbursement Account for the employee. The monthly town contribution to this account will equal the cost of the dental insurance. Funds from this account can be used to pay additional premiums or co-pays.

Funds not used in one year will be rolled over to the next year for use of the employee as above. Upon retirement, remaining funds in this account can continue to be used by the employee to cover premiums and co-pays. (This account will be governed by Health Reimbursement Account rules and procedures as set up by the Federal Government.)

- D) For employees hired after January 1, 2005 the town will pay 100% of the single premium for the Blue Choice 25 plan. The employee can pick up additional coverage at their expense.

DENTAL INSURANCE:

- A) For employee hired prior to January 1, 2005 the Town will pay 100% of the current dental plan for single or family plans.
- B) For employees hired after January 1, 2005 the town will pay 100% of the single premium of the plan. The employee can pick up additional coverage at their expense. Also, see #C above.

ARTICLE XVII. RETIREMENT PLAN

- a) The Employer shall continue to provide for each employee covered under 75(g) of the New York State 25 year career Retirement Plan in accordance with the provisions established by law and will also provide the benefits of Section 41(j) pertaining to unused sick leave and benefits of Section 60(b) to take effect September 1, 1976, and as revised January 1, 2004. These retirement benefits will be provided at no cost to the employee unless contributions are required by law.
- b) The Employer further agrees that it will send during the month of February of each year a letter or payroll notice to each employee who at that time has six (6) months or more of continuous service and who has not yet become a member of the Plan. This letter or notice will advise the employee of the existence of the Plan, the employee's eligibility for enrollment in the Plan, and the fact that the cost of membership under the Plan would be paid by the Employer in accordance with law. The Employer will furnish the Union with a list of employees to whom the letter or notices were sent.

ARTICLE XVIII. STRIKES AND LOCKOUTS

Section 1. Lockouts

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

Section 2. Strikes

The Union and the employees expressly agree that it and they shall not engage in a strike, work stoppage, slowdown, or any kind of stoppage, nor cause, instigate or condone the same.

ARTICLE XIX. CONTRACTING AND SUB-CONTRACTING PUBLIC WORK

During the term of this Agreement, the Employer shall not contract out or sub-contract any public work exclusively performed by the employees covered by this agreement, if it involves a layoff or a reduction in the size of the Department work force. This provision shall not prevent exchange of work between this and other municipalities.

ARTICLE XX. GENERAL PROVISION

Section 1. Discrimination

- a) The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political or union affiliation.
- b) All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 2. Safety Enforcement

The Town shall not require bargaining unit employees to work under conditions that are unsafe or injurious to their health. The Town agrees to abide by all its applicable statutes.

Section 3. Disabled Employees

The Employer shall make every reasonable effort to place employees who become disabled on work which they are able to perform, subject to the availability of accommodating certified restrictions and subject to medical approval of a licensed physician.

Section 4. Parking

The Employer will provide adequate and safe parking facilities for its employees at the various work locations.

Section 5. Furnishing of Equipment

A) Highway Dept. The employer will provide all employees three (3) clean changes of work shirts and pants per week by contracting with a commercial laundry service. Garments remain the property of the supplier and must be returned at the end of the service contract. Employees shall be responsible for the care and return of the garments in the same condition as received, normal wear and tear excepted. The garments shall be the supplier's standard items and not made of special protective material and shall not be used in exposure to flame and high temperature.

B) Water Dept. The employer will provide all Water Utilities Department employees with 5 new uniforms, and 1 set of coveralls, (short sleeve or long sleeve shirts), as of September 1, 1991, but not to exceed 3 sets of new uniforms per year per employee after the first year and not to exceed one new coverall every two years. The uniforms shall be the property of the employee with the cleaning of these garments being the responsibility of the employee. A uniform is defined as being a matching shirt and pants made of 35% cotton and 65% polyester in either blue or brown (tan), or a uniform may be a pair blue jeans and an approved T-shirt. The garments will be replaced on an as needed basis, to be determined by the Supervisor of the Water Utilities Department. The uniforms will also be purchased locally where available at the lowest price for the desired quality.

Section 6. Personal Damage

The Town will provide reimbursement to employees whose glasses or clothing are damaged or destroyed in the performance of duty. Reimbursement shall not exceed one hundred fifty dollars. (\$150.).

Reimbursement shall be made only in situations which are properly documented and promptly submitted, and shall not exceed the reasonable cost of repair or replacement of the damaged item(s). Reimbursement shall be made provided the employee was not at fault, and no horseplay was involved. If an employee believes he has a claim, he shall make a timely report to his Supervisory personnel.

ARTICLE XXI. SERVICE OF NOTICE

All notices to the Employer shall be either delivered personally to the Town Clerk or the Town Supervisor at their respective offices or in the alternative sent by certified mail addressed to the Supervisor, Post Office Box 24, Williamson, New York 14589.

All notices to the Union are to be delivered personally to the Local Union Chairman, if available; otherwise, to be a Steward or in the alternative shall be sent by certified mail addressed to the party certified to the Employer as being the Chairman of the Local Unit, addressed to said Chairman at the address on file with the Town Clerk or the Town Bookkeeper. A copy of said notice to be sent by regular mail to Council 66 at the address listed in Article II, Section 2(b), of this contract.

ARTICLE XXII. TOTAL AGREEMENT

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

ARTICLE XXIII. STATUTORY PROVISIONS

It is understood by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXIV. SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this agreement be held unlawful and unenforceable by a Court or competent jurisdiction, such decision of the Court shall only apply to the specific Article, Section, or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated Article Section, or portion thereof.

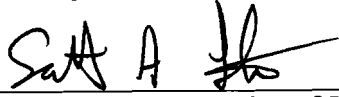
ARTICLE XXV. TERMINATION AND MODIFICATION

This agreement shall be effective as of January 1, 2005, and shall remain in full force and effect through December 31, 2008. This agreement shall be automatically renewed from year to year thereafter, unless either party desires to modify this agreement, in which case it shall notify the other in writing in accordance with Article XXI herein so that said notice is received at least one hundred eighty (180) days prior to the termination date. In the event that such notice is given, negotiations shall begin at a mutually convenient date.

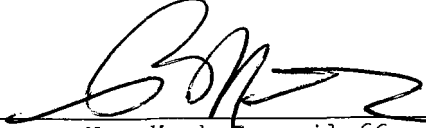
This agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS _____
DAY OF _____ 2006.

For Local Union 1635-G and Council 66
of the American Federation of State, County
and Municipal Employees, AFL-CIO



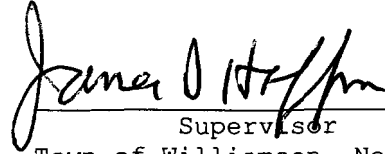
President, Local 1635-G



New York Council 66

Committeeman - Negotiator

For the Town of
Williamson, New York



Supervisor
Town of Williamson, New York



Town Representative



Town Representative

APPENDIX A
SALARY SCHEDULES

Water Utilities Department

Section 1

The following classification and applicable hourly rates shall be as follows:

| STEP | TIME | BASE 2005 | BASE 2006 | BASE 2007 | BASE 2008 |
|--------|----------------|--------------|--------------|--------------|--------------|
| Step 1 | Start | 12.77 | 12.77 | 12.77 | 12.77 |
| Step 2 | After 1 year | 14.61 | 2.8% - 3.5% | 2.8% - 3.5% | 2.8% - 3.5% |
| Step 3 | After 2 years | 14.91 | (COLA) | (COLA) | (COLA) |
| Step 4 | After 3 years | 15.20 | | | |
| Step 5 | After 4 years | 15.59 | | | |
| Step 6 | After 5 years | 15.94 | | | |
| Step 7 | After 10 years | 16.25 | | | |

New hires (present employee is grand fathered) are required to stay at starting rate minus \$1.00 per hour, until such time as that employee has passed the appropriate Civil Service test, scoring in the top three (3) places on lists so that an appointment can be made pursuant to the law then in effect (for example a pay rate of \$12.04 per hour would result in pay of \$11.04 per hour until said employee passes the civil service examination).

Advancement to the next time step will be computed from first day of hire as full-time employee of the Town (Federal programs such as CETA, that pay the employee directly or reimburse the Town for wages will not be computed for seniority pay).

Advancement from one step to another will occur on the anniversary date of the employee's date of hire in a classification which was fully funded by the Town. If the employee's anniversary date falls in the first week of the pay period, the step increase shall be effective with the start of that pay period. If the employee's anniversary date falls in the second week of the pay period, the step increase shall be effective with the start of the following pay period.

The Town retains the right to assign Water and Sewer Plant employees to any duties applicable to operations, maintenance, and meter reading, unless prohibited by law.

After passing appropriate Civil Service tests, scoring the top three (3) places on lists so appointments may be made under law then in effect, premium rates for higher qualifications and responsibilities will be added to base rate as follows:

- Add twenty-five cents (.25) for Grade "D" Distribution System Certificate or Grade III-A Water Plant Certificate maintained.
- Add twenty-five cents (.25) for Grade II-A Water Plant Certificate maintained.
- Add twenty-five cents (.25) for Grade I-A Water Plant Certificate maintained.
- Add twenty-five cents (.25) for Grade II-A Wastewater Plant Certificate maintained.

Water Treatment Operators assigned to work 11:00 p.m. to 7:00 a.m. in the Plant Monday through Friday will receive an additional fifty cents (.50) per hour premium add to the base pay.

The lump sum bonuses for employees encumbering the following positions will be as follows:

Chief Operators assigned to work in the water plant and the wastewater treatment plants will receive a \$3,000.00 an annual lump sum bonus, paid semi-annually, on or about July 1 and December 1 during each calendar year.

Water Department Working Foreman will receive a \$3,000.00 annual lump sum bonus, paid semi-annually, on or about July 1 and December 1 during each calendar year.

The Employer will pay all lump sum bonuses in a separate check. Lump sum bonuses will be considered as regular wagers when calculating benefits such as retirement benefits.

The foregoing payments shall be pro-rated, in the case of an employee who is employed in one of the positions listed above, for a portion of one year only.

Highway Department

Section 2

The following classifications and applicable hourly rates shall be as follows:

| | | | | |
|--------------------------|--------|-------------|-------------|-------------|
| Heavy Equipment Operator | 2005 | 2006 | 2007 | 2008 |
| Step 1 - Start | 14.31 | 14.31 | 14.31 | 14.31 |
| Step 2 - After 1 year | 16.15 | 2.8% - 3.5% | 2.8% - 3.5% | 2.8% - 3.5% |
| Step 3 - After 3 years | 16.25 | COLA) | (COLA) | |
| Motor Equipment Operator | 2005 | 2006 | 2007 | 2008 |
| Step 1 - Start | 14.11 | 14.11 | 14.11 | 14.11 |
| Step 2 - After 1 year | 15.90 | 2.8% - 3.5% | 2.8% - 3.5% | 2.8% - 3.5% |
| Step 3 - After 3 years | 16.014 | (COLA) | (COLA) | (COLA) |
| Light Equipment Operator | 2005 | 2006 | 2007 | 2008 |
| Step 1 - Start | 12.69 | 12.69 | 12.69 | 12.69 |
| Step 2 - After 1 year | 14.35 | 2.8% - 3.5% | 2.8% - 3.5% | 2.8% - 3.5% |
| Step 3 - After 3 years | 14.56 | (COLA) | (COLA) | (COLA) |

A longevity bonus based upon years of service will be paid to eligible employees of the Highway Department on/about employee's anniversary date of hire in a classification which fully funded by the Town, as follows:

| | |
|--|----------|
| After five (5) continuous years of service | \$300.00 |
| After ten (10) continuous years of service | \$600.00 |
| After fifteen (15) continuous years of service | \$900.00 |

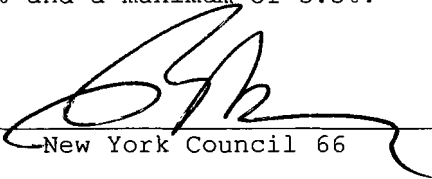
Section 3. Wages

Effective January 1, 2005 eligible employees will receive step movements under Appendix A and longevity bonuses payable under the same section.

Effective January 1, 2006 eligible employees will receive step movements under Appendix A and longevity bonuses payable under the same section. In addition, base hourly wage rates will be increased by the same percentage as the U.S. CPI-W Index increased in the twelve month period prior to June 30, 2000 with a minimum increase of 2.8% and a maximum increase of 3.5%.

Effective January 1, 2007 eligible employees will receive step movements under Appendix A and longevity bonuses payable under the same section. In addition, base hourly wage rates will be increased by the same percentage as the U.S. CPI-W Index of 2.8% and a maximum of 3.5%.

Effective January 1, 2008 eligible employees will receive step movements under Appendix A and longevity bonuses payable under the same section. In addition, base hourly wage rates will be increased by the same percentage as the U.S. CPI-W Index of 2.8% and a maximum of 3.5%.

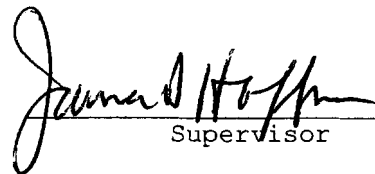


New York Council 66

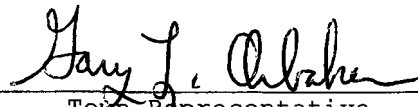


President, Local 1635-G

Committee - Negotiator



Supervisor



Town Representative



Town Representative

CHIEF WATER TREATMENT PLANT OPERATOR

TYPE A PLANT

GENERAL STATEMENT OF DUTIES: Has responsible charge of the complete and actual operation of a water treatment plant; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is an important supervisory and technical position involving responsibility for the safe and efficient operation and maintenance of a Type A Water Treatment Plant containing facilities for filtration with pretreatment of a chemical softening process. General direction is received from the appointing authority but wide leeway is allowed for planning work methods and dealing with emergency conditions. Supervision is exercised over operators, trainees, laboratory personnel and mechanical and maintenance assistants.

EXAMPLES OF WORK: (Illustrative Only)

Supervises the operation of the plant to assure the most efficient and economical use of equipment, supplies and manpower;
Makes daily inspection of plant and plant machinery;
Makes or supervises necessary tests for control of plant operation;
Issues instructions for the regulation of chlorinators and chemical feeders;
Schedules and supervises the cleaning and washing of filters;
Supervises and instructs operators, trainees and other subordinate employees;
Conducts periodic examination of plant equipment and directs necessary repairs and maintenance
Conducts special studies for improvement of water quality and plant operations;
Maintains inventory of supplies, chemicals and equipment;
Requisitions materials;
Maintains records and prepares periodic reports on the operation of the plant.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Thorough knowledge of the practices used and equipment required in the operation and maintenance of a Type A Water Treatment Plant containing facilities for filtration with pretreatment or a chemical softening process; good knowledge of the operations of a modern water treatment plant; good knowledge of the principles and applications of physics, chemistry and bacteriology as they relate to water purification; ability to supervise the operation and repair of pumps, valves and related mechanical and electrical equipment; ability to make routine laboratory and field tests for control of plant operation; ability to plan and supervise the work of subordinates; mechanical aptitude; alertness and dependability; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING:

I. Type A Plant whose designated capacity exceeds 2.5 million gallons per day:

A. Either:

1. Graduation from a regionally accredited or New York State registered four year college with a bachelor of science degree; or
2. Eligibility for a professional engineer's license issued by the State of New York and possession at the time of permanent appointment; or
3. Graduation from a regionally accredited or New York State registered two year college with an associate degree in applied science and five years of satisfactory experience in the actual operation of a water treatment plant with facilities for filtration with pretreatment, or for chemical softening, or any similar process; * or

CHIEF WATER TREATMENT PLANT OPERATOR - con't.

4. Graduation from a senior high school or possession of a New York State equivalency diploma and 10 years of approved experience described in (3) above; and
- B. Satisfactory completion of an appropriate course of instruction approved by the State Department of Health; and
- C. At least one year of satisfactory experience in the actual operation of a water treatment plant with facilities for filtration with pretreatment, or for chemical softening, or any similar process.

* If the curriculum is approved by the State Department of Health, the experience requirement may be reduced by a half to two and one-half years.

II. Type A Plant whose designated capacity is 2.5 million gallons or less per day:

Graduation from high school or possession of a New York State high school equivalency diploma; completion of an appropriate course of instruction approved by the State Department of Health not less than one year satisfactory experience in the actual operation of a water treatment plant with facilities for filtration with pretreatment or for chemical softening or any similar process.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:

- I. Type A Plant whose designated capacity exceeds 2.5 million gallons per day:

Eligibility for a Grade I-A certificate issued under the provisions of the New York State Sanitary Code.

- II. Type A Plant whose designated capacity is 2.5 million gallons or less per day:

Eligibility for a Grade II-A certificate issued under the provisions of the New York State Sanitary Code.

WATER TREATMENT PLANT OPERATOR

TYPE A PLANT

GENERAL STATEMENT OF DUTIES: Has responsibility during an assigned shift for the actual operation of a water treatment plant; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is routine but important work involving responsibility during a shift for the efficient operation and maintenance of a Type A Water Treatment Plant containing facilities for filtration with pretreatment of a chemical softening process. The work is performed under general supervision of an operator qualified to be in charge of the operation of the plant. Supervision may be exercised over subordinate employees in the performance of their assigned duties.

EXAMPLES OF WORK: (Illustrative Only)

Operates pumps, valves, motors and related machinery and equipment;
Performs maintenance work and makes minor repairs to machinery and equipment;
Records readings of meters, gauges and scales;
Regulates and adjusts chlorinators;
Washes filter beds and settling basins;
Takes samples of water for testing;
Makes necessary tests for control of plant operation;
Assists in the instruction of trainees;
Supervises the work of laborers and other subordinate employees;
Keeps a log of plant operations and related records;
Performs custodial duties in connection with maintenance of buildings and grounds.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good knowledge of the practices used and the equipment required in the operation and maintenance of a Type A Water Treatment Plant containing facilities for filtration with pretreatment or a chemical softening process; working knowledge of the principles and applications of physics, chemistry and bacteriology as they relate to water purification; skill in the operation and repair of pumps, valves and related mechanical and electrical equipment; ability to make routine laboratory and field tests for control of plant operation; ability to read, understand and record data from gauges, scales and meters; ability to understand and carry out oral and written instructions; mechanical aptitude; alertness and dependability; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING:

I. Type A Plant whose designated capacity exceeds 2.5 million gallons per day.

Graduation from high school or possession of a New York State high school equivalency diploma; completion of an appropriate course of instruction approved by the State Department of Health; not less than one year of satisfactory experience in the actual operation of a water treatment plant with facilities for filtration with pretreatment or for chemical softening or any similar process.

II. Type A Plant whose designated capacity is 2.5 million gallons or less per day.

Graduation from high school or possession of a New York State high school equivalency diploma; completion of an appropriate course of instruction approved by the State Department of Health; and not less than six months of satisfactory experience in the actual operation of a water treatment plant with facilities for filtration with pretreatment or for chemical softening or any similar process.

WATER TREATMENT PLANT OPERATOR- con't.

SPECIAL REQUIREMENT FOR ACCEPTANCE OF APPLICATIONS:

I. Type A Plant whose designated capacity exceeds 2.5 million gallons per day:

Eligibility for a Grade II-A certificate issued under the provisions of the New York State Sanitary Code.

II. Type A Plant whose designated capacity is 2.5 million gallons or less per day:

Eligibility for a Grade III-A certificate issued under the provisions of the New York State Sanitary Code.

WATER TREATMENT PLANT OPERATOR TRAINEE

This is a trainee position in the competitive class for which candidates are selected on the basis of general intelligence, basic knowledge of elementary chemistry and general science and mechanical aptitude. Term of appointment is limited to one year, during which time employees should be required to satisfactorily complete the training and experience requirements of the New York State Sanitary Code for a certificate appropriate to the plant.

GENERAL STATEMENT OF DUTIES: Undergoes on-the-job training to become qualified as an operator of a water treatment plant; assists in the operation and maintenance of a water treatment plant; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is a trainee position involving responsibility for learning the duties and routines in the operation and maintenance of a water treatment plant. The work is performed under immediate supervision of a qualified operator.

EXAMPLES OF WORK: (Illustrative Only)

Performs study and reading assignments, observes demonstrations and otherwise learns the techniques of operation and maintenance of a water treatment plant;
Learns and assists in the operation and adjustment of pumps, valves, and related mechanical equipment;
Learns and assists in the inspection maintenance, and repair of pumps, valves, and related mechanical equipment;
Learns and assists in the making of physical tests of water for color, odor and taste;
Learns and assists in the making of chemical tests of water for alkalinity and residual chlorine; Learns and assists in regulating and adjusting chlorinators and other chemical feeders, washing filters and settling basins;
Learns and assists in the preparation and maintenance of activity records and reports;
Performs increasingly responsible duties as assigned in the operation and maintenance of a water treatment plant.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Familiarity with elementary principles of chemistry and general science; good general intelligence; good observation; mechanical aptitude; ability to learn principles and procedures relating to operation and maintenance of a water treatment plant; ability to develop skill in the operation and maintenance of pumps, valves, and related mechanical equipment; ability to get along well with others; ability to understand and follow oral and written instructions; industry and dependability; tact and courtesy; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: Graduation from high school; or possession of a New York State high school equivalency diploma.

WATER DEPARTMENT OUTSIDE WORKING FORMAN

GENERAL STATEMENT OF DUTIES: Has responsible charge of the scheduling of outdoor work in cooperation with Water and Sewer Chief Operators. Cooperation among departments is a high priority.

DISTINGUISHING FEATURES OF THE CLASS: This is an important supervisory position involving responsibility for the safe and efficient extension of waterlines and repairs to the existing waterlines as needed. General direction is received from the appointing authority but wide leeway is allowed for planning work methods and dealing with emergency conditions. Supervision is exercised over the outside work personnel.

EXAMPLES OF WORK: (Illustrative Only)

Supervises extension of waterlines and keeps written records of locations of lines and all appurtenances.
Records, engineering studies, etc. to be kept at the Water Plant.
Supervises repairs as need to waterline system.
Investigates complaints related to services, installations, construction, and reports findings to Town Supervisor for follow-up and customer notification.
Assumes responsibilities for motor vehicles, equipment, and outdoor supplies used by the department.
Supervises tapping of watermains to install service connections and meters.
Arranges for regular care and inspection hydrants and valves.
Approves purchase of supplies and parts for outdoor work and provides purchase order and invoice to Town Supervisor's Office according to purchasing guidelines.
Maintains accurate payroll records for employees under his supervision and turns records in to Accounting Office on time.
Assists other town departments in discharging emergency duties as needed.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES: Certified Water Treatment Plant Operator, working knowledge of location of mains, valves, fittings, hydrants and other water installations of town. Good knowledge of town water supply requirements; good knowledge of repair of watermain breaks and the operation and the application of heavy equipment to accomplish required work; ability to read and interpret blueprints; ability to keep notes and records on construction projects for future reference; mechanical ability; liking for outdoor work; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: Graduation from standard high school; 4 - 5 years experience in maintenance and/or installation of a water distribution system, or equivalent combination of experience in construction and/or management.

CHIEF WASTEWATER TREATMENT PLANT OPERATOR
TYPE A PLANT

GENERAL STATE OF DUTIES: Has responsible charge of the complete and actual operation of a sewage treatment plant; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is an important supervisory and technical position involving responsibility for the safe and efficient operation and maintenance of a Type A Sewage Treatment Plant with facilities for the activated sludge process (including all modifications). General direction is received from the appointing authority but wide leeway is allowed for planning work methods and dealing with emergency conditions. Supervision is exercised over operators, trainees, laboratory personnel and mechanical and maintenance assistants.

EXAMPLES OF WORK: (Illustrative Only)

Supervises the operation of the plant to assure the most efficient and economical use of equipment, supplies and manpower;
Makes daily inspection of plant and plant machinery;
Makes or supervises necessary tests for control of plant operation;
Supervises the treatment and disposal of sludge;
Supervises the maintenance and repair of machinery;
Assigns plant personnel to shifts;
Instructs and supervises operators, trainees and other subordinate employees;
Maintains inventory of supplies, chemicals and equipment;
Requisitions materials;
Maintains records and prepares periodic reports on the operation of the plant.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Thorough knowledge of the practices used and equipment required in the operation and maintenance of a Type A Sewage Treatment Plant with facilities for the activated sludge process (including all modifications); good knowledge of the operations of a modern wastewater treatment plant; good knowledge of the principles and applications of physics, chemistry and bacteriology as applied to wastewater treatment and disposal; ability to supervise the operation and repair of pumps, valves, and related mechanical and electrical equipment; ability to make routine laboratory and field tests for control of plant operation; ability to plan and supervise the work of subordinates; mechanical aptitude; alertness and dependability; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING:

I. Plant whose designated plant point score is 76 points or greater:

Grade 4-A Chief Operators: Either:

- a) BS degree with thirty credit hours of math and/or science from a regionally accredited or New York State registered university or college, or
- b) BA degree with thirty credit hours of math and/or science from a regionally accredited or New York State registered university or college, or
- c) AAS degree from a regionally accredited or New York State registered university or college in a NYSDEC approved curriculum, plus eighteen months operating experience at a wastewater treatment plant, or
- d) AAS degree from a regionally accredited or New York State registered university or college plus three years operating experience at a wastewater treatment plant, or

e) AA degree with thirty credit hours of math and/or science from a regionally accredited or New York State registered university or college, plus three years operating experience at a wastewater treatment plant, or

f) Graduation from high school or New York State equivalency diploma and six years operating experience at a wastewater treatment plant: and

Completion of an appropriate approved course by the Commissioner, Department of Environmental Conservation: and

Twenty-four months operating experience at an activated sludge wastewater treatment plant with a point score of 76 or greater, and the ability to perform necessary tests.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:

Eligibility for a Grade 4-A Chief Operator certificate issued by the New York State Department of Environmental Conservation at time of application. Possession of the certificate at the time of appointment.

2. Plants whose designated plant point score is 56-75 points:

Grade 3-A Chief Operators:

a) AAS degree from a regionally accredited or New York State registered university or college in a NYSDEC approved curriculum, or

b) AAS degree from a regionally accredited or New York State or registered university or college plus eighteen months operating experience at a wastewater treatment plant, or

c) AA degree with thirty credit hours of math and/or science from a regionally or New York State registered university or college plus eighteen months operating experience at a wastewater treatment plant, or

d) Graduation from high school or New York State equivalency diploma three years operating experience at a wastewater treatment plant; and

Completion of an appropriate approved course by the Commissioner, Department of Environmental Conservation: and

Eighteen months operating experience at an activated sludge wastewater treatment plant with a point score of 56 or greater, and the ability to perform necessary tests.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:

Eligibility for a Grade 3-A Chief Operator certificate issued by the New York State Department of Environmental Conservation at time of application. Possession of the certificate at the time of appointment.

3. Plants whose designated plant point score is 31-55 points:

Grade 2-A Chief Operators:

Graduation from high school or New York State equivalency diploma: and

Completion of an appropriate approved course by the Commissioner, Department of Environmental Conservation: and

Twelve months operating experience at an activated sludge wastewater treatment plant with a point score of 31 or greater and the ability to perform necessary tests.

CHIEF WASTEWATER TREATMENT PLANT OPERATION - con't.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:

Eligibility for a Grade 2-A Chief Operator certificate issued by the New York State Department of Environmental Conservation at time of application. Possession of the certificate at the time of appointment.

4. Plants whose designated plant point score is 30 points or less:

Graduation from high school or New York State equivalency diploma; and

Completion of an appropriate approved course by the Commissioner, Department of Environmental Conservation; and

Six months operating experience at an activated sludge wastewater treatment plant and the ability to perform necessary tests.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:

Eligibility for a Grade 1-A Chief Operator certificate issued by the New York State Department of Environmental Conservation at time of application. Possession of the certificate at the time of appointment.

WASTEWATER TREATMENT PLANT OPERATOR

TYPE A PLANT

GENERAL STATEMENT OF DUTIES: Has responsibility during an assigned shift for the actual operation of a sewage treatment plant; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is routine but important work involving responsibility during a shift for the efficient operation and maintenance of a Type A Wastewater Treatment Plant with facilities for the activated sludge process (including all modifications). The work is performed under general supervision of an operator qualified to be in charge of the operation of the plant. Supervision may be exercised over subordinate employees in the performance of their assigned duties.

EXAMPLES OF WORK: (Illustrative Only)

Starts and stops pumps, motors, air compressors and related machinery and equipment;
Makes minor repairs to machinery and equipment;
Records readings from meters and gauges;
Treats and disposes of sludge;
Add chlorine to wastewater;
Takes samples of wastewater for testing and performs associated lab tests;
Makes necessary tests for control of plant operation;
Assists in the instruction of trainees;
Supervises the work of laborers and other subordinate employees;
Keeps a log of plant operations and related records;
Performs custodial duties in connection with maintenance of buildings and grounds.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good knowledge of the practices used and the equipment required in the operation and maintenance of a Type A Wastewater Treatment Plant with facilities for the activated sludge process (including all modifications); working knowledge of the principles and applications of physics, chemistry and bacteriology as applied to wastewater treatment and disposal; skill in the operation and repair of pumps, valves and related mechanical and electrical equipment; ability to read, understand and record data from gauges, scales and meters; ability to make routine laboratory and field tests for control of plant operation; ability to understand and carry out oral and written instructions; mechanical aptitude; alertness and dependability; good physical condition.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:

1. Activated Sludge Plant whose designated plant point score is 76 points or greater:

Grade 3A Operators: Either

- a) AAS Degree from a regionally accredited or New York State registered university or college in a NYSDEC approved curriculum; or
- b) AAS Degree from a regionally accredited or New York State registered university or college, plus eighteen months operating experience at a wastewater treatment plant; or
- c) AA Degree with thirty credit hours of math and/or science from a regionally accredited or NYS registered university or college, plus eighteen months operating experience at a wastewater treatment plant; or
- d) Graduation from high school or NYS equivalency diploma and three years operating experience at a wastewater treatment plant; and

Completion of an appropriate approved course by the Commissioner, Department of Environmental Conservation; and eighteen (18) months operating experience at an activated sludge wastewater treatment plant with a point score of 56 or greater, and the ability to perform necessary tests.

WASTEWATER TREATMENT PLANT OPERATOR - con't.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:

Eligibility for a Grade 3-A certificate issued by the NYS Department of Environmental Conservation at time of application. Possession of the certificate at the time of appointment.

2. Activated Sludge Plant whose designated plant score is 56-75 points.

Grade 2A Operators:

Graduation from high school or possession of a New York State equivalency diploma; and Completion of an appropriate approved course by the Commissioner, Department of Environmental Conservation; and Twelve (12) months operating experience at an activated sludge wastewater treatment plant with a point score of 31 or greater and the ability to perform necessary tests.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:

Eligibility for a Grade 2A certificate issued by the NYS Department of Environmental Conservation at time of application. Possession of the certificate at the time of appointment.

3. Activated Sludge Plant whose designated plant score is 31-55 points or 30 points or less.

Grade 1A Operators.

Graduation from high school or possession of a New York State equivalency diploma; and Completion from an appropriate approved course by the Commissioner, Department of Environmental Conservation; and six (6) months operating experience at an activated sludge wastewater treatment plant and the ability to perform necessary tests.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:

Eligibility for a Grade 1A certificate issued by the NYS Department of Environmental Conservation at time of application. Possession of the certificate at the time of appointment.

WASTEWATER TREATMENT PLANT OPERATOR TRAINEE

This is a trainee position in the competitive class for which candidates are selected on the basis of general intelligence, basic knowledge of elementary chemistry and general science and mechanical aptitude. Term of appointment is limited to one year, during which time employees should be required to satisfactorily complete the training and experience requirements of the New York State Sanitary Code for a certificate appropriate to the plant.

GENERAL STATE OF DUTIES: Undergoes on-the-job training to become qualified as an operator of a sewage treatment plant; assists in the operation and maintenance of a sewage treatment plant; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is a trainee position involving responsibility for learning the duties and routines in the operation and maintenance of a wastewater treatment plant. The work is performed under immediate supervision of a qualified operator.

EXAMPLES OF WORK: (Illustrative Only)

Performs study and reading assignments, observes demonstrations and otherwise learns the techniques of operation and maintenance of a wastewater treatment plant;
Learns and assists in the operation and adjustment of pumps, valves, screens, and related mechanical equipment;
Learns and assists in the inspection, maintenance and repair of pumps, valves, screens, and related mechanical equipment,
Learns and assists in the making of tests to determine chlorine residual;
Cleans channels, screens, tanks, and other equipment;
Learns and assists in the preparation and maintenance of activity records and reports;
Performs increasingly responsible duties as assigned in the operation and maintenance of a wastewater treatment plant.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Familiarity with elementary principles of chemistry and general science; good general intelligence; good observation; mechanical aptitude; ability to learn principles and procedures relating to operation and maintenance of a wastewater treatment plant; ability to develop skill in the operation and maintenance of pumps, valves, and related mechanical equipment; ability to get along well with others; ability to understand and follow oral and written instructions; industries and dependability; tact and courtesy; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: Graduation from high school; or possession of a New York State high school equivalency diploma.

HIGHWAY DEPARTMENT WORKING FOREMAN

GENERAL STATEMENT OF DUTIES: Leads a small group of workmen performing routine manual work; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is foremanship work of ordinary difficulty involving responsibility for leading a small group of workmen performing routine manual work. Instructions are received regarding work to be done, and how to do it when new or unusual procedures are involved. Superiors check the work in progress and upon completion by inspections and review of reports.

EXAMPLES OF WORK: (Illustrative Only)

Supervises and participates in the construction and maintenance of gravel, macadam, asphalt, or concrete roads;
Supervises and participates in evacuation, drainage and embankment projects;
Supervises and participates in cleaning of ditches, culverts, and basins;
Supervises the cutting of brush, trimming of trees, and setting of guideposts;
Supervises and participates in snow removal activities;
Supervises and participates in the disposal of garbage, refuse and other disposables.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Working knowledge of practices, tools, and terminology of routine public works activities; good knowledge of the geography of the area, ability to lay out and lead the work of laborers; ability to understand and follow oral and written instructions; ability to work well with others; ability to prepare simple activity records and reports; dependability; willingness to work under difficult weather conditions and to respond to emergencies; physical endurance; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: One year of experience as a laborer or motor equipment operator in construction, public works or related activities and completion of grade school, or any equivalent combination of experience and training sufficient to indicate ability to do the work.

HEAVY EQUIPMENT OPERATORS

GENERAL STATEMENT OF DUTIES: Operates one or more types of specialized heavy automotive equipment and performs a variety of manual tasks in connection with such operations; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: Work involves responsibility for the safe and efficient operation of specialized heavy automotive equipment used in the maintenance or construction projects. Greater skill is required than in the operation of other types of equipment and there is greater responsibility for the safety of others. Additional responsibility is involved for making minor repairs to equipment and for ordinary servicing. Supervision is received from the Highway Maintenance Foreman who assigns tasks and inspects the work in process and upon completion.

EXAMPLES OF WORK: (Illustrative Only)

Operates power shovel, bulldozer, power grader, roller, caterpillar tractor with equipment and other types of heavy equipment in the construction and maintenance of highways;

Operates heavy snowplow (8 ton capacity trucks) in the clearing of roads;

Operates heavy equipment in connection with cutting banks, paving roads, cutting and filling ditches, removing stumps, stripping gravel pits and related highway department tasks;

Performs minor maintenance and repair work on assigned equipment;

Loads and unloads vehicles;

Services a variety of simple manual tasks such as cleaning culverts, shoveling snow, painting and road maintenance work.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good knowledge of the operation and maintenance of heavy automotive equipment; ability to service and make minor repairs and adjustments to equipment, ability to understand and carry out oral and written instructions; mechanical aptitude; dependability; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: One year of experience in the operation of specialized or heavy motor equipment or two years of experience in the operation of any type of automotive equipment; or any equivalent combination of experience and training.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS: Eligibility for an appropriate CDL license issued by New York State. Possession of the license at the time of appointment.

MOTOR EQUIPMENT OPERATOR I

GENERAL STATEMENT OF DUTIES: Operates one or more types of medium size automotive equipment and performs a variety of manual tasks in connection with such operation, does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: These duties involve responsibility for the safe and efficient operation and care of moderately complex motor equipment in the performance of assigned tasks. An employee in this class is also required to perform recurring manual duties related to the operation of the equipment. The work is usually performed under general supervision.

EXAMPLES OF WORK: (Illustrative Only)

Operates a ten-wheel or heavy tandem axle truck in connection with the hauling of supplies and materials for road construction and repair;
Operates light payloader or roller on road construction and maintenance projects;
Operates a light snow plow or related snow removal equipment;
Performs minor mechanical repairs on automotive equipment;
On assignment, may operate bulldozer, grader, shovel or other heavy automotive equipment;
Services assigned vehicle and maintains it in clean condition;
Loads and unloads trucks;
May perform a variety of simple manual tasks, such as cleaning culverts, shoveling snow, and road maintenance work.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES: Good knowledge of the operation of trucks, tractors and other types of automotive equipment; ability to understand and carry out simple oral and written instructions; mechanical aptitude; industry and dependability; good physical condition.

ACCEPTABLE TRAINING AND EXPERIENCE: One year of experience in the operation of some type of automotive equipment; or any equivalent combination of training and experience.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS: Eligibility for an appropriate level New York State Operator's license at the time of application. Possession of the license at time of appointment.

NOTE: If the position involves the operation of a Lowboy Trailer then the following special requirements apply:

- A) Possession of a class 1 N.Y. State Driver's license and one (1) year's experience driving vehicles requiring a class 1 license, and
- B) Six (6) months experience operating heavy automotive equipment, i.e. bulldozers, graders, shovels, etc.

MOTOR EQUIPMENT OPERATOR II

GENERAL STATEMENT OF DUTIES: Operates one or more types of light automotive equipment and performs a variety of manual tasks in connection with such operations; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: These duties involve responsibility for the safe and efficient operation of light motor equipment along with the performance of ordinary manual labor. The work is usually performed under close supervision.

EXAMPLES OF WORK: (Illustrative Only)

Operates a single axle truck in connection with hauling material for road maintenance or construction;

Operates a light truck to transport workmen, tools and other equipment;

Operates a tractor mower cutting grass and brush from roadsides and other public areas;

Operates a small roller, broom or other light highway construction equipment;

Operates small snow plow or related snow removal equipment;

May perform routine housekeeping tasks such as sweeping floors, and minor repairs;

Loads and unloads trucks;

Performs a variety of laboring tasks;

May act as a wingman on a heavy snowplow;

May be required to clean and oil the equipment;

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good knowledge of the operation of tractors, mowers, automobiles, single axle trucks and other light automotive equipment; ability to understand and carry out simple oral and written instructions; industry; dependability; good physical condition.

ACCEPTABLE TRAINING AND EXPERIENCE: One year of experience in the operation of some type of light automotive equipment.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATION: Eligibility for a CDL level New York State Operator's license at the time of application. Possession of the license at time of appointment.

Supervisory personnel shall receive refresher training on an annual basis.

Post-Accident Testing: When a post-accident test is required, the employee may consult with legal counsel and/or a Union representative as long as such consultation does not cause an unreasonable delay in the testing process.

Medical Review Officer (MRO): The Town's MRO shall be qualified as required and provided by the third party administrator.

Section 2: Testing Procedures

An employee should make the MRO or collection site supervisor aware of any medications/he is using at the time of testing.

If a test result of the primary specimen is positive, the affected employee may request that the split specimen be tested in accordance with the procedures set forth in 49 CFR Part 49, section 40.25 (f)(10)(11), 40.29 (b)(2)(3), and 40.33 (f). This request must be made within seventy-two (72) hours of notification to the employee of the positive test result. The employee will pay for the second test/split sample if the test result is positive.

Section 3: Payment of Wages

To the extent required by the current collective bargaining agreement and the Fair Labor Standards Act, the Town shall pay the employee for the time required to comply with random, post-accident, reasonable suspicion and pre-promotional drug and alcohol testing. It is the Town's intent to schedule these tests, whenever possible, during regular working hours. Any required return-to-duty and follow-up testing shall be done on the employer's time.

Section 4: Call-In-Procedure

At the time an employee is called to report to duty, the employee shall acknowledge the use of any alcohol or any drug or other substance which might impair the employee's ability to perform job duties. In such cases the employee will not be required to report to work and no disciplinary action will be taken the first time. Any further refusal will be subject to discipline.

Section 5: Evaluation and Treatment

Any costs for an initial evaluation by the substance abuse professional (SAP), selected by the Town after consultation with Union, shall be borne by the Town. Any costs associated with treatment recommended by the SAP shall be the employee's responsibility. All required return-to-duty and follow-up testing shall be paid for by the employee. This does not preclude the employee from using his or her medical insurance to the extent possible. When a return-to-duty and/or a follow test is to be performed, the employee may consult with legal counsel or a Union representative as long as the testing process is not delayed or otherwise disrupted.

Upon prior approval by the Town, an employee may utilize the services of a substance abuse professional (SAP) other than the one designated by the Town.

Any discipline for a positive test result shall be administered in accordance with Article IV of the appropriate collective bargaining agreement.

Efforts will be made by the Town to reassign employees who test positive to non-safety sensitive duties if possible and appropriate. This may require the employee to accept a position different from the one s/he held at the time of the positive test.

If a position is not available for any period of time, the employee may draw on any existing vacation and/or personal leave accruals as long as s/he is in compliance with the recommendations of the SAP. The employee may draw on any existing sick time accruals for time spent during normal working hours under the care of a physician or for time spent during normal working hours in scheduled activities prescribed by the SAP. The employee must, upon request by his/her supervisor, provide a certificate from a physician and/or SAP recommended professional verifying the time claimed as sick leave.

Reinstatement to the employee's position or an equivalent position may only occur upon certification that the employee has satisfactorily fulfilled the treatment plan prescribed by the SAP with a recommendation that the employee be returned to regular assignment. Department Heads shall retain the right to assign and manage personnel in accordance with the Civil Service Law and the collective bargaining agreements.

Section 6: Previous Policies and Procedures

In the event of a conflict, the federal regulations and this memorandum of agreement shall supersede previous policies and procedures pertaining to drug and alcohol testing.

Section 7: Copies of Agreement

The Town shall provide each affected employee with a copy of this memorandum of agreement.

Section 8: Severability

If any provision of this memorandum of agreement conflicts with a statutory or regulatory provision or is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this memorandum of agreement shall remain in full force. The parties shall thereafter meet within ninety (90) days to renegotiate said negated provision.

IN WITNESS WHEREOF, the parties have executed this memorandum of agreement.

TOWN OF WILLIAMSON

By _____ Dated _____
AFSCME LOCAL 1635-G, AFSCME COUNCIL 66, AFL-CIO

By _____ -45-
Fred Becker, NY Council 66 Date _____

By _____ Date _____
Todd Lewis, President Local 1635-G

MEMORANDUM OF AGREEMENT

BETWEEN

THE TOWN OF WILLIAMSON

AND

AFSCME NEW YORK COUNCIL 66, LOCAL 1635-G

INTRODUCTION

The Omnibus Transportation employee Testing act of 1991 requires alcohol and drug testing of safety-sensitive employees for interstate and intrastate holders of Commercial Driver's Licenses (CDL) to begin January 1, 1995.

Who must be tested for drugs and alcohol:

Only employees that are required as a condition of employment (Civil Service Specs) to hold and maintain a CDL license, as a condition of employment and stand ready to perform a safety-sensitive function will be tested:

All interstate and intrastate drivers of:

- commercial motor vehicles with a gross weight rating (GVWR) of 26,001 pounds or more;
- commercial motor vehicles with a gross combination weight rating of 26,001 pounds or more including a towed vehicle with a gross weight rate of more than 10,000 pounds;
- motor vehicles designed to transport 16 or more passengers including the driver; or
- motor vehicles of any size transporting hazardous materials in amounts requiring placarding;

General: The Town shall have its employees tested for drug and alcohol use in accordance with the Federal Highway Administration regulations, 49 CFR Parts 40, 382, 391, 395, that pertain to employees who operate commercial motor vehicles and are subject to commercial driver's license requirements pursuant to 49 CFR Part 383. Unless mutually agreed to by the Town and the Union, the Town's testing program shall not exceed what is mandated by the federal regulations. The program and its procedures shall be implemented for affected Town employees on January 1, 1996.

WHAT TYPES OF TESTS ARE REQUIRED?

Pre-employment - any new hire, promotion or transfer to a safety-sensitive (driver) position will be tested.

Post-Accident - any driver involved in an accident resulting in the loss of human life or an accident where the driver receives a moving traffic violation; one or more vehicles is towed from the scene or accident victims involved are required to immediately seek medical attention away from the scene will be tested.

When a post-accident test is required, the employee may consult with a legal counsel and/or a Union representative as long as such consultation does not cause an unreasonable delay in the testing process.

Reasonable Suspicion - When a trained supervisor (two, when possible) observes behavior or appearance that is characteristic of drug or alcohol use, they will send that employee for a test.

When a reasonable suspicion test is required, the employee may consult with legal counsel and/or a Union representative as long as such consultation does not cause an unreasonable delay in the testing process.

An employee subject to reasonable suspicion testing will be transported to and from the collection site by the Town.

A copy of the written report which led to the reasonable suspicion testing will be made available to the Union President upon request.

The final decision to have an employee tested for reasonable suspicion shall be made by the Highway Superintendent or the Town Supervisor.

Supervisory personnel shall receive refresher training on an annual basis.

Random- The Town must test 50% of covered employees for drugs and 25% of covered employees for alcohol on a random basis evenly spread throughout the year. The Town, upon written request, shall provide the Union with a list of employees selected for testing for the sole purpose of verifying the "randomness" of the sample. The cost of testing will be borne by the employer and testing will be done on the employer's time.

Return-to-Duty and Follow-Up testing – any driver who has tested positive must submit to a return-to-duty test and test negative. The employee must then submit to a minimum of 6 follow-up tests given randomly over the course of twelve months.

WHAT WILL THEY BE TESTING FOR?

Drivers will be tested for the presence of alcohol in concentrations of .02 or greater and the following five drugs:

- marijuana
- cocaine
- opiates
- amphetamines
- phencyclidine (PCP)

HOW DOES RANDOM TESTING WORK?

Anyone who possesses a Commercial Driver's License (CDL) and performs a safety-sensitive function, as defined by the "Policy for Compliance with the Omnibus Transportation Act of 1991" will be eligible for the random testing pool. Their names will be entered into a computer program which chooses the names randomly. The person selected for that day will then be told to report to the testing site immediately. After the test, their name will go back into the computer and could be picked the next workday.

CAN I WITHDRAW MY NAME FROM THE RANDOM POOL?

If you possess a CDL but do not work in a covered position, then you have to give up all rights to work in that covered position for one year in order to remove yourself from the random pool. Keep in mind, though, if you remove yourself from the pool and then wish to drive again, you would be treated like a new hire and would have to undergo a pre-employment test.

WHO DOES THE TESTING?

The testing will be done by an outside agency, in order that impartiality and confidentiality are ensured. All drug testing will be performed by an NIDA Certified Lab (national institute on drug abuse).

The Town has selected a qualified third part administrator, Newport Alliance, to identify employees for random drug and/or alcohol testing conducted in accordance with the federal regulations. The Town, upon written request, shall provide the Union with a list of employees selected for testing for the sole purpose of verifying the "randomness" of the sample. The cost of testing will be borne by the employer and done on the employer's time. All testing and collection sites will be NIDA certified.

HOW WILL THE ALCOHOL TESTING BE DONE?

The Federally approved collection site will provide a trained breath alcohol technician (BAT) to administer a breath alcohol test.

HOW WILL THE DRUG TESTING BE DONE?

All employees scheduled for drug testing will report to Advanced Occupational Services, Lyons Diagnostic Treatment Center or Myers Community Hospital where urine samples will be collected under the supervision of professionals so that specimen security, proper identification and integrity are not compromised. All sample testing and collection will be done by a NIDA certified lab.

HOW DO I KNOW THAT THE TEST WILL BE DONE CORRECTLY?

Both the drug and alcohol tests will be conducted by certified professionals. In both stances, confirmation test will be conducted should the initial test prove positive. In the case of a drug test, all specimens will be divided into two samples. If the initial sample is positive, then the employee has the right to request that the split sample be tested at a laboratory of his/her choosing, at the employee's expense.

WHAT SHOULD I BRING TO THE TEST SITE?

When you report to the test you should have picture identification (County I.D.), your driver's license and your Social Security number. Failure to provide proper identification could be construed as failure to comply and, thus, result in a positive test.

WHAT IF I CANT SHOW UP FOR A TEST?

Once you are notified that you have been selected for a test, failure to report, for whatever reason, will be considered a positive test result. Failure to give a sample will be considered a positive test result, also. You will be given ample time to report for your test.

WHAT HAPPENS IF I TEST POSITIVE?

Discipline for Positive Alcohol Tests:

- 1) First offense for positive results between .02 and .04. The employee will be removed from the safety-sensitive function for twenty-four hours. Said

employee will then be retested prior to the beginning of the next shift. If the second test is negative the employee will resume performance of the safety-sensitive function.

If the employee fails the second test and test above .02 the employee will be treated as if the test was .04 or above.

- 2) First offence for a positive test for the presence of alcohol at .04 or above. The employee will be removed from the safety-sensitive function. The employee will be suspended for one week without pay. The employee will comply with all directives of the Substance Abuse Professional. upon the release of said employee by the Substance Abuse Professional and the employee receiving a negative return to duty test result, the employer will return the employee to the safety-sensitive function.

If an employee test at .04 or above for the presence of alcohol twice within a two year period, the employer will have just cause to terminate the employee.

Positive tests for the presence of drugs that are prohibited under this policy will result in the following discipline:

First Offense: Employees who test positive for drugs will be suspended for one week without pay. Said employee will be referred to a Substance Abuse Professional. Upon release by the Substance Abuse Professional and the employee's full compliance with the Substance Abuse Professional's directive the employee will be returned to the safety-sensitive function. Said directives include the employee achieving a negative result on the return to duty test.

Second Offense within two years: The employer will have just cause to terminate. Employees that test positive a second time for drugs, as outlined herein, within a two year period may be terminated.

In all cases (drug or alcohol related) refusal to cooperate with testing will be considered a positive test at .04 or above or a positive drug test, which ever applies.

In all cases failure of the driver to cooperate with the directives of the Substance Abuse Professional may be considered just cause to terminate said driver.

In all cases where the driver tests positive as defined herein after having been involved in an accident which triggered the required test, the employer may terminate said driver for just cause.

The employees work record and/or prior discipline not related to this policy will not be applicable when disciplined for violations of this policy is imposed.

HOW DO I KNOW THAT THE REASONABLE SUSPICION TEST WILL NOT BE USED BY THE SUPERVISORS TO HARASS EMPLOYEES THEY DON'T LIKE?

Only supervisors who have been trained can order a reasonable suspicion test. The policy states that two supervisors, where possible, shall have to order the reasonable suspicion test. All

information supporting cause for reasonable suspicion will immediately be documented in writing and made available to the employee.

Payment of Wages – The Town shall pay the employee for the time required to comply with random, post-accident, reasonable suspicion, follow-up and pre-promotional drug and alcohol testing. It is the Town's intent to schedule these test, whenever possible, during regular working hours. Any required follow-up testing shall be done on the employer's time.

IS ALL INFORMATION CONFIDENTIAL?

All information will be held in the strictest of confidence. In fact, only the Town Employees Assistance Program will have copies of any records. No information will be given out without the written permission of the employee.

WHAT IF I AM ON PRESCRIPTION MEDICINE?

Unless you have a note from your Doctor stating otherwise, you should not be driving while on prescription drugs.

WHAT IF I HAVE A COUPLE OF DRINKS AND GET CALLED IN FOR OVERTIME OR I HAVE BEEN DRINKING THE NIGHT BEFORE?

The law states that you are prohibited from driving if you have consumed alcohol 4 hours or less before reporting for duty. However, don't assume that 4 hours is the cutoff point for when it is safe to drink. Many factors contribute to your blood alcohol concentration; the amount you drink, your body weight, length of time drinking, health, etc. So, there is no magic formula. If there is any doubt, don't drink.

WHAT ABOUT NON-PRESCRIPTION MEDICINES?

There are many over-the-counter items, including some foods, that may cause a positive test result. Some of them are listed below, but there are certainly others:

If you're using: Advil, Nuprin, Mortrin, Rufen, or have a bladder, kidney or liver disorder, you could test positive for: marijuana.

If you're using: some antibiotics, tonic water or herbal tea, you could test positive for: cocaine.

If you're using: Phenegran, Vick's Formula 44, Elavil, Benadryl, Soma, Norflex, tonic water, poppy seeds or other codeine-based drugs, you could test positive for: opiates.

If you're using: NyQuil, Vick's Inhaler, Contact, Sudafed, diet pills, heat and asthma medications and nasal sprays, you could test positive for: amphetamines.

If you're using: Contact, Dristan, NyQuil, mentholated cough drops, Terpinhydrate or many other cough or cold medicines, you could test positive for: alcohol.

Generally, additional testing will confirm actual drug or alcohol abuse. However, the wisest policy is to stay away from all alcohol or drugs. If you

Reinstatement to the employee's position or an equivalent position will occur upon certification that the employee has satisfactorily fulfilled the treatment plan prescribed by the SAP with a recommendation that the employee be returned to regular assignment. Department Heads shall retain the right to assign and manage personnel in accordance with the Civil Service Law and the collective bargaining agreement.

Previous Policies and Procedures – In the event of a conflict, the federal regulations and this memorandum of agreement shall supersede previous policies and procedures pertaining to drug and alcohol testing.

Copies of Agreement – The Town shall provide each affected employee with a copy of this memorandum of agreement.

Severability – If any provision of this memorandum of agreement conflicts with a statutory or regulatory provision or is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this memorandum of agreement shall remain in full force. The parties shall thereafter meet within ninety (90) days to renegotiate said negated provision.

IN WITNESS WHEREOF, the parties have executed this memorandum or agreement.

TOWN OF WILLIAMSON

BY: _____ DATED: _____

AFSCME NEW YORK COUNCIL 66, LOCAL 1635-G

BY: _____ DATED: _____
Fred Becker, Council 66

BY: _____ DATED: _____

