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12/1/04 - 12/31/08

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ADMINISTRATION

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ATTACHMENT "A" – TOWN OF SALINA DRUG AND ALCOHOL POLICY

ARTICLE 1 - RECOGNITION

This Agreement is made by and between TEAMSTERS LOCAL UNION 317 affiliated with the International Brotherhood of Teamsters, AFL-CIO, and Teamsters Joint Council 18, hereinafter called the "Union", and The TOWN of SALINA, New York, hereinafter called the "Town" or "Employer".

The Employer recognizes the Union as the exclusive representative of those employees in the following classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of Civil Service Law (Taylor Law): full time employees in the positions of: Clerk 1, Clerk 2, Clerk 1 - Highway, Typist 1, Typist 2, Account Clerk 1, Code Enforcement Officer, Maintenance Worker 1, Deputy Receiver of Taxes and Assessments, Parks Laborer, Custodial Worker 1, Dog Control Officer, Real Property Appraisal Aide, Senior Labor Crew Leader, Labor Crew Leader, Town Justice Court Clerk and Deputy Town Clerk.

ARTICLE 2 - SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement, or any supplements riders or other amendments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or if enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any such supplements, riders or amendments thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 3 - EMPLOYEE ORGANIZATION RIGHTS

SECTION 1 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an Employee with respect to such matter.

Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to whether or not an Employee is a member of the Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not only for members of the Union. Accordingly, it is fair that each Employee in the Bargaining Unit pay his/her own way and assume his/her fair share of the obligations along with the grant of equal benefits contained in this agreement.

In accordance with the policy set forth under this Section, all Employees shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other Employees in the bargaining unit who are members of the Union. This amount shall be limited to an amount of money equal to the Union's regular and usual monthly dues and assessments.

To the extent such amendment may become permissible under applicable Federal and State Law during the life of this Agreement as a result of legislative, administrative, or judicial determination, all of the provisions of this Article shall be automatically amended to embody those greater Union security provisions mandated by law to become part of such agreements as this Agreement, to apply or become effective in situations not now permitted by law.

ARTICLE 3 - EMPLOYEE ORGANIZATION RIGHTScontinued

SECTION 2 - DUES AND OTHER DEDUCTIONS

Dues Check-off: The Employer agrees to deduct from the pay of all Employees covered by this Agreement the dues, and where applicable, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the Employee, the same shall be furnished in the form required.

The Union shall certify to the Employer in writing each month a list of its Members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments permitted hereunder and owed and to be deducted for such month from the pay of such Member. The Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the Member and remit to the Union in one lump sum within ten (10) days.

The Employer shall add to the list submitted by the Union the names of all regular new Employees hired since the last list was submitted and delete the names of Employees who are no longer employed.

Where an Employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the Employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

Other Deductions: The Employer, upon written instruction from the Employee, shall make such deductions from the Employee's wages for credit union transfers, savings accounts, and for Christmas Clubs, deferred compensation, flex spending and any similar deduction as has been established by Employer's past practice. Deductions shall be made bi-weekly and remitted to the appropriate financial institution(s).

ARTICLE 3 - EMPLOYEE ORGANIZATION RIGHTScontinued

SECTION 3 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours upon prior reasonable notice to Employer for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to. The Union agrees that such activity shall not interfere with the normal work duties of Employees. The Employer reserves the right to designate a meeting place or to provide a representative to accompany the union officer where operational requirements do not permit unlimited access.

SECTION 4 - STEWARDS

The Employer recognizes the right of the Union to designate Stewards and Alternates from the Employer's seniority list. The authority of Steward and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances to his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement;
- (b) The collection of dues when authorized by appropriate Union action;
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

The Steward or the designated Alternate shall be permitted reasonable time to investigate, present, and process grievances on the Employer's property without loss of time or pay during his/her regular working hours and off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the Stewards or the designated Alternate's regular working hours (and not before or after hours unless approved in writing by Employer or due to before or after hours participation of Employee in disciplinary proceedings or conferences with Employer) shall be considered working hours in computing daily and /or weekly overtime if within the regular schedule of the "Steward".

ARTICLE 3 - ORGANIZATION RIGHTS.....continued

SECTION 5 - NON-DISCRIMINATION AND SEXUAL HARASSMENT

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, national origin, age, marital status, disability (as defined by the Americans with Disabilities Act of 1990) , political affiliation nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, marital status, disability (as defined by the Americans with Disabilities Act of 1990), political beliefs, or political affiliation or engage in any other discriminatory acts prohibited by law.

The Town's Sexual Harassment Policy currently in effect as provided for in the Town's Employee Handbook (Policy) is hereby incorporated by reference and made a part of this Contract.

The Employer further agrees not to discriminate against any individual because of such individual's membership in the Union, support of the Union, or activity that is lawful under the Taylor Law.

SECTION 6 - PICKET LINES

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if an Employee refuses to enter upon any other (other than Town property) involved in a primary labor dispute, or refuses to go through or work behind any primary picket line on such other property, including the primary picket line of the Union provided, however, that Employee shall not be entitled to such refusal if Employee's access is in the course of performing its duties as Code Enforcement Officer. It is agreed that no Employee shall be liable for any damage to any vehicle that occurs as a result of crossing or attempting to cross any picket line, nor shall such Employee be subject to any form of disciplinary action as a result of such damage. In no event shall the foregoing be construed to permit any Employee to engage in any form of sympathy strike including, but not limited to, observing or honoring the picket line of any other union, on Town property.

SECTION 7 - BULLETIN BOARD

The Employer shall provide a bulletin board in each place of work for the posting of notices and other materials pertaining to official Union business by the Employees and authorized representatives of the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes that the rights and responsibilities belonging solely to the Employer which shall control except where specifically limited by this Agreement. The Union reserves the right to object to the Employer's wrongful or violative actions in any of the above respects through the grievance procedure provided for in this Agreement.

ARTICLE 5 - BARGAINING UNIT

SECTION 1 - DEFINED

The terms and conditions of this Agreement shall apply to all Employees of the Employer performing work that traditionally has been, presently is, and which in the future shall be, assigned to Town employees in the Bargaining Unit defined in Article 1.

SECTION 2 - PROTECTION OF UNIT WORK

Bargaining Unit work as described above shall only be performed by Bargaining Unit employees and shall be governed by the terms of this Agreement. No Bargaining Unit Member shall be laid off as a result of Bargaining Unit work being performed by independent contractors. Excepted herefrom may be any such work that is performed by independent contractors where employees do not have sufficient training, equipment, experience to perform such work or where time is of the essence so that is necessary for the work to be performed expediently. It is agreed that the Town shall make good faith effort to avoid using any independent contractors except as permitted above, and shall whenever reasonably possible permit bargaining unit employees the opportunity to perform such work with the independent contractors.

ARTICLE 6 - SENIORITY

SECTION 1 - SENIORITY LIST

A list of Employees arranged in order of their seniority shall be placed in a conspicuous place at the place of employment. Each Employee's seniority date shall be included on this posting. Within thirty days of the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions to and/or deletions from this list, the Employer shall within thirty (30) days forward a copy of the amended list to the Union.

SECTION 2 - PROBATION

A new Employee who is hired shall work under the provisions of this Agreement, however, such Employee shall be employed on a six (6) month probationary basis or if a Civil Service position, the probationary periods and procedures shall be in accordance with Civil Service Laws and during which probationary periods he/she may be discharged without further recourse, except that the Employer shall not discharge or discipline on the basis of Union membership, for the purpose of discouraging Union membership, or to avoid adding employees to the seniority list. Thereafter, such employee shall be placed on the regular seniority list and his/her seniority date shall revert back to his/her first date of employment.

The appointing body shall waive the probationary term for interdepartmental promotions or transfers.

SECTION 3 - APPLICATION OF SENIORITY

The principles of seniority shall prevail at all times. These principles shall be used to resolve disputes involving layoff, recall from layoff, bidding for jobs, vacations.

Seniority shall be broken only by discharge for just cause, voluntary quit, retirement or more than two (2) years' layoff. Any Employee on layoff who works a total of five (5) cumulative days within any twelve (12) month period from his/her date of layoff shall be granted an additional two (2) year layoff period from the date he/she worked such fifth (5th) day, before such Employee's seniority shall be broken.

Open positions within the Bargaining Unit shall be posted and bid for a period of two (2) weeks unless governed by Civil Service Law. The senior qualified individual that has indicated their desire for the bid shall be awarded the position.

When reducing the workforce, seniority and ability shall be equally considered and Employee shall be allowed to bump unless the rules set forth in Civil Service Law for the affected titles require otherwise.

ARTICLE 7 - DISCIPLINARY ACTION

Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the Employer imposes any form of disciplinary action, including discharge or suspension, it shall immediately give the Employee and the Steward, written notification of the disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a reasonably detailed description of the alleged acts and conduct including reference to dates, times, places.

An employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer, except if the Employer is imposing an on-the-job reprimand. The Employee shall not be required to sign any statement arising out of the questioning. No recording devices of any kind shall be used during any disciplinary proceeding unless agreed to by the Employee, the Employer, and the Union, or its authorized representative, and each such party receives a copy of the recording.

ARTICLE 8 - GRIEVANCES

SECTION 1 - DEFINED

Any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article.

Every employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure. Employees, Stewards, Alternate Stewards, the Union, and the Employer shall have fifteen (15) working days from the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

SECTION 2 - GRIEVANCE PROCEDURE

The procedural steps of the grievance procedure shall be as follows:

- Step 1: The Employee shall present the basis for his/her dispute to his/her Union representative who shall advise him/her of his/her rights and assist the Employee and the Supervisor to reach an amicable solution. The presentation may be either oral or written.
- Step 2: The second step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a representative of the Town of Salina. Only those parties necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witness, etc.) shall be present at the presentation. The presentation may be either oral or written.
- Step 3: The third step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a designated representative of the Town Board. Only those other parties necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witness, etc.) shall be present at the presentation. The presentation may be either oral or written.
- Step 4: In the event that the grievance is unresolved, the Union may submit the issue to arbitration in accordance with the rules of the American Arbitration Association. The arbitrator shall have no power to add to, subtract from or alter the specific terms of this agreement.

The fees and expenses of the arbitrator and the cost of the hearing room, if any shall be shared equally by the parties.

The arbitrator's decision and award shall be in writing and delivered 30 days from the date the record is closed. The decision shall be final and binding upon the parties.

ARTICLE 9 - REVIEW OF PERSONAL HISTORY FOLDER

An Employee shall, within five (5) working days of a written request to the Employer, be provided the opportunity to review his/her official personal history folder in the presence of a Union representative, if requested by the Employee, and an appropriate Employer representative. This right shall not be abused. The Employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

The official personal history folder shall contain all memoranda and documents relating to the Employee which contain criticism, commendation, appraisal, or rating of the Employees performance on his job. Copies of such memoranda and documents shall be sent to the Employees simultaneously with their being placed in the official personal history folder.

An Employee may, at any time, request and be provided copies of all documents and notations in his/her official personal folder of which he/she has not previously been given copies.

A formal reprimand will not be considered for purposes of promotions, transfer, special assignments or discipline for future infractions after the Employee has maintained a record without discipline for a period of two (2) years. Suspensions will not be considered for purposes of promotion, transfer or special assignments after the Employee has maintained a record without discipline for a period of four (4) years. Upon request of an Employee in writing, counseling letters and reprimands shall be removed from the Employee's personnel file if there has been no discipline in the preceding two (2) year period.

ARTICLE 10 - EXAMINATIONS

No Employee shall be asked or required to submit to polygraph testing or to any other form of test which purportedly measures, directly or indirectly, truthfulness or honesty.

Employees shall be allowed time off with pay to take open competitive or promotional examinations held for any open positions in the Town of Salina, if such examination is scheduled only during the Employee's regular working hours. In such cases, the Town shall pay the cost of the exam fees and shall allow Employee time off with pay to apply and/or take an exam for Notary.

Any expense for any examinations or licensing including commercial driver's license required by the Employer and by applicable law for the Employee's position shall be paid by the Employer.

ARTICLE 11 - HEALTH AND SAFETY

SECTION 1 - EQUIPMENT

The Employer shall not require any employee to operate any equipment that is not in safe operating conditions or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety or which the employee reasonably or in good faith believes is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. It shall not be a violation of this Agreement for employees to refuse to operate such equipment unless the Employer has completed its investigation and resolved any problem or adverse condition or determined that none exists. All such refused equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted, however such equipment shall be tagged only after it has been inspected by the Maintenance Department. After the complaint is investigated and any necessary repair or adverse condition addressed, the Employer shall place on such equipment an "OK" in a conspicuous place that will be visible to anyone who might attempt to operate the equipment.

SECTION 2 - PROTECTIVE CLOTHING

The Employer shall provide to the Employees hard hats, safety glasses, safety vest, gloves and flags. Other safety equipment similar in nature shall not be unreasonably denied. All work shoes provided for under Article 19 hereof shall be worn by Employees at all times during work (and not merely during times as selected by Employee).

ARTICLE 12 - WAGES AND HOURS

SECTION 1 - HOURS

The standard guaranteed workweek for all employees shall be forty (40) hours for the following Employee job classifications: Clerk 1 Highway, Labor Crew Leader, Senior Labor Crew Leader, Maintenance Worker 1, Custodial Worker 1, Parks Laborer, Dog Control Officer; thirty-five hours (35) hours for the following Employee job classifications: Clerk 1, Clerk 2, Typist 1, Typist 2, Account Clerk 1, Code Enforcement Officer, Deputy Receiver of Taxes and Assessments, , Real Property Appraisal Aide, Town Justice Court Clerk and Deputy Town Clerk . The standard guaranteed workweek shall consist of (except as otherwise established prior to the effective date hereof) five (5) consecutive guaranteed workdays of eight (8) or seven (7) consecutive hours (exclusive of breaks/lunch periods) running from Monday through Friday inclusive. (Excepted herefrom shall be one maintenance staff person [currently Thomas Hayden] who works a split shift from 8:00 a.m. to 12:00 p.m. and 2:00 p.m. to 6:00 p.m. weekdays. In consideration of this split shift, such maintenance staff person shall be permitted a \$10.00 per day meal allowance paid bi-weekly with each regular paycheck). All hours, as authorized by a respective department head, worked or paid in excess of eight (8) or seven (7) hours per day or forty (40) or (35) hours per week or both shall be compensated at the rate of one and one-half times the hourly rate. This compensation shall be in addition to all other benefits provided for by this Agreement provided, however, this shall not result in any additional overtime compensation (i.e., in addition to the straight and overtime hours paid under this Article 12, Section1).

ARTICLE 12 - WAGES AND HOURScontinued

SECTION 2 - WAGES

All Employees under this Agreement shall be classified as one of the following:

There shall be a general wage increase for each Employee of \$0.44 per hour effective January 1, 2005 and thereafter a general wage increase of 3.00% per year for each remaining year of the agreement commencing with the first such increase on January 1, 2006. Each such wage increase hereunder shall be paid commencing the second pay period of the year when effective, except that such second pay period check shall include wage increases due as a result of such increase from the January 1st effective date.

No Employee shall receive a reduction in their hourly rate/salary unless there is a permanent change in their job duties and bid position change through the job bidding procedures.

All open positions shall be bid and awarded to the senior qualified Employee before hiring from the outside.

LONGEVITY: The following hourly longevity bonuses shall be paid in addition to the base wage rates set forth above:

Length of Service	Hourly Wage Increase
Six (6)	.04
Ten (10)	.08
Twelve (12)	.12
Fifteen (15)	.16
Eighteen (18)	.20

MINIMUM WAGE LAW: To the extent that any Federal or State Minimum Wage Law shall provide for a minimum wage higher than any base wage rate set forth in this Agreement, then such higher wage shall prevail as a base wage rate.

PAY DAY: Pay day shall be bi-weekly and shall be on Thursday of each week.

BREAKS AND MEALTIME: Employee shall be allowed a paid fifteen minute break before mealtime and a paid fifteen minute after mealtime. Mealtimes are one-half hour. Employees may combine one such break with a meal time.

COMPENSATORY TIME

Compensatory time shall be based on the Employee's standard workweek/day. All hours worked beyond an Employee standard workweek/workday shall be paid/compensatory time at one and one half the Employee's regular hourly rate of pay. Employees shall have the option to be

paid or to use compensatory time in lieu of pay provided that same must be used/paid not later than January 31st of the year following when such compensatory time was earned. Compensatory time shall only be taken with prior notice to and consent of the department head. The Labor Crew Leader and Senior Labor Crew Leader in the Highway Department shall be permitted, upon prior Town Board review and approval, to extend use of their compensatory time beyond January 31st if such extension request is due to extraordinary work load requirements resulting from snow removal during the winter months.

EMPLOYEE TRANSPORTATION EXPENSES:

Employees that use their personal vehicle shall be reimbursed the mileage rate as set forth by the Federal Government. In addition, those code enforcement and assessment officer personnel driving their respective personal vehicles while in the course of authorized inspections on unimproved premises only, shall be entitled to reimbursement for any damage to tires caused by travel on such unimproved premises provided the same is promptly reported to the Department Head and Town Comptroller, and that any such tires were not already in a condition such that they would have been susceptible to similar damage during normal use. All such reimbursements at Town expense shall only be upon proper documentation supporting the claim for reimbursement and prior written authorization from the Town Supervisor. Employees that use their personal vehicle on a regular basis shall receive the Federal Mileage Rate.

SECTION 3 - CALL IN PROVISIONS

Any Employee called in for work shall regularly be required to perform only the work for which he/she was called and shall be paid one and one-half times (1½) his/her regular rate of pay. The foregoing notwithstanding, Employer may otherwise require that all such minimum guaranteed time be worked by Employee, even if not for the same reasons or work as originally called in for. Employees shall be paid for all time worked, in addition to all other benefits provided for by this Agreement, with a minimum guarantee of three (3) hours pay. All other terms and conditions of this Agreement shall also apply. The Crew Leader and Senior Crew Leader in the Highway Department, when required to be "on call" by Employer, shall receive "on call" pay of two (2) hours per on call day. On call days may be Saturdays, Sundays or holidays.

SECTION 4 - SEPARATION OF EMPLOYMENT

If the Employer discharges an Employee, the Employer shall pay all money due to the Employee on the next pay day when such pay would have otherwise been received. If the Employer fails to pay the Employee on the next pay day, it shall be liable for liquidated damages in the amount of two (2) hours pay for each day of delay. The liquidated damages shall be payable at the employees normal rate of pay in effect immediately before his/her discharge.

If an Employee quits voluntarily or retires or dies, the Employer shall pay all Money Due to the Employee or estate on the next payday following such quitting or death, when such pay would have otherwise been received.

"Money due" shall include, but not be limited to, any wages, accrued vacation, and personal leave credits. The foregoing penalty provisions notwithstanding, where there are legitimate issues or

After age 65 (Medicare). Employees who reach age 65 are eligible to enroll in Medicare, Part A. Medicare, Part B coverage is optional for employees age 65 to age 69, upon retiring. These employees shall be aware that Medicare will assess penalties to those not choosing to enroll in Part B when they first become eligible. Employees age 70 and older must, if eligible, enroll in Medicare Parts A and B, otherwise, benefits shall be lost.

ARTICLE 14 - PENSION

The Employer will continue participation in the New York State and Local Employee Retirement System in accordance with its rules for all Employees covered by this agreement.

The Town shall make available to all Employees covered by this Agreement the same Deferred Compensation Plan made available to other Town Employees.

ARTICLE 15 - VACATION

Vacation days shall be determined according to the following schedule.

<u>Level</u>	<u>Length of Continuous Service Completed</u>	<u>Permitted Vacation</u>
One	Less than 7 years completed	Ten days
Two	7 - 11 years completed	Fifteen days
Three	12 - 19 years completed	Twenty days
Four	20 years and over completed	Twenty-Five days
Five	25 years and over completed	Twenty-Six days

Employees shall receive seven (7) or eight (8) hours pay per day of vacation, as applicable, in addition to all other benefits provided by this Agreement.

Employee vacation entitlements for each year shall become effective on January 1 of each year based on their respective service anniversary dates expected to be reached during such calendar year. The foregoing notwithstanding, in the event an Employee entitled to such an increase in permitted vacation thereafter voluntarily separates or is legally terminated from employment prior to the Employee's anniversary date, such Employee shall reimburse or have deducted from compensation or benefits due Employee at such time an amount equal to the Employee's daily compensation x the number of vacation days taken in excess of that which the Employee had been entitled to prior to January 1st of such year. (By way of example, if an Employee's seventh anniversary of service is to occur in July of 2005, he would earn the right to an increase from ten (10) to fifteen (15) vacation days as of January 1, 2005. If such fifteen (15) days' vacation has been taken prior to July of 2005 and the Employee separates or is terminated prior to July 2005, since his actual service anniversary date was never reached, compensation for the additional five (5) days' vacation (from 10 to 15) shall be reimbursed to Employer.)

Vacation may be scheduled only upon prior notice to and approval of the Employee's respective department head, and shall not be unreasonably denied

Employees shall be allowed to carry over up to five (5) days of unused vacation to be used during January of the next calendar year.

An Employee shall only use vacation hours during a week a holiday falls or is observed for those days that they are not paid as a holiday. Employees shall be allowed to use vacation time of up to three (3) days in one hour increments.

If a full time permanent employee is hired prior to June 1st of the calendar year, then the Employee will be eligible for five (5) days vacation in the calendar year hired, but only after completing six (6) months of service. Subject to the above described right of the Employer to be reimbursed in the event of the Employee's early termination or separation (based on such Employee's right to ten (10) days' vacation for each twelve (12) month period of service). if a full time permanent employee is hired on or after June 1st of that calendar year, then the Employee becomes eligible for ten (10) days vacation on January 1st of the following year.

ARTICLE 16 - HOLIDAYS

The following paid holidays shall be observed:

New Year's Day	Columbus Day
Martin Luther King day	Veteran's Day
Presidents day or President's Day Floating Holiday	Thanksgiving Day
Good Friday	Day After thanksgiving
Memorial day	Christmas day
Independence Day	Day after Christmas
Labor day	

The Highway Department Clerk I, Highway Department Crew Leader, Highway Department Senior Crew Leader have a rover (floating holiday) in lieu of Presidents Day. The floating holiday must be requested at least one (1) week prior to the intended floating holiday. In the event of a conflict between Employees within a department due to workload requirements, seniority shall prevail.

When a holiday falls on a Saturday, the observation of the holiday shall be on the preceding Friday. Any holiday that falls on a Sunday shall be observed the following Monday. Good Friday will be observed on a Thursday for those Employees that work Monday through Thursday. When Christmas Day falls on a Saturday or Sunday a day on either the Friday before or Monday following will be designated as the Christmas Floating Holiday by the Town Supervisor or authorized department head. A different Christmas Floating Holiday may be designated for different departments.

Eligible employees not scheduled to work shall receive pay at their regular straight time rate in addition to all other benefits provided for by this Agreement. This pay shall be for seven (7) or eight (8) hours, as applicable.

Employees eligible for holiday pay who are scheduled to work on the holiday shall receive, in addition to the holiday pay for their regular work hours (7 or 8, as applicable) additional pay at 1½ times their actual hours worked (double time if on Christmas or Thanksgiving Days) with a three (3) hour guaranty for both regularly scheduled work and work under the call-in provisions of this Agreement. This compensation shall be in addition to any other benefits provided for by this Agreement.

ARTICLE 17 - LEAVE

SECTION 1 - PERSONAL DAYS

Each Employee shall be granted three (3) days of personal leave annually that one of which may be used in one (1) hour increments. Each Employee shall receive either seven (7) or eight (8) hours pay per day of personal leave, as applicable, in addition to all other benefits provided for by this Agreement. Any unused personal days at the end of the year will be converted to accumulated sick leave days.

SECTION 2 - FUNERAL LEAVE

If there is a death in the immediate family or household of any employee, the Employer shall pay the employee seven (7) or eight (8) hours (as the case may be) pay per day, as applicable, in addition to all other benefits provided for by this Agreement, for each day of leave. This leave is to enable the Employee to attend the deceased's funeral as well as to attend to matters relating to the death of the member of the Employee's immediate family or household. Compensation under this Section shall not exceed four (4) working days.

The term "immediate family" means father, mother, step father, step mother, father-in-law, mother-in-law, spouse, children, step children, brothers, sisters, brother-in-law, sister-in-law, grandparents, the Employee's spouse's grandparents and any one else in the Employee's immediate household.

SECTION 3 - SICK DAYS

Same as current Town handbook (such that Employee's can accrue up to 165 days) and except that Employees can use sick leave in one (1) hour increments.

ARTICLE 17 - LEAVEcontinued

SECTION 3 - LEAVE

All Employees shall be deemed FML qualified.

Leaves without pay. Same as current Town Handbook.

Firefighters response to fires:

Employees who serve as volunteer fireman with any of the volunteer fire departments within the Town of Salina shall be permitted to respond to fire call during working hours without loss of pay or benefits. Time spent in this regard shall be subject to verification should the need arise.

(a) Such Employee responding to volunteer fire calls during working hours shall notify their supervisor and make satisfactory arrangements for the respond to the fire call so that no other worker is caused to leave or be called away from their work site. Specific procedures for notification shall be determined and implemented by the respective department head or Town Supervisor or their designee. Such procedure shall not be unreasonably implemented.

(b) In the event an Employee performs volunteer fire duties during non-working hours because of the performance of such duties is unable to reasonably report to work, in sole discretion of the respective department head or Town Supervisor or their designee, which shall not be unreasonably imposed or utilized, such Employee shall be entitled to utilize vacation, sick leave or personal leave for such absence. The Employee shall call in and advise his or her supervisor prior to the start of the normal work day concerning the use of such time.

(c) If, however, an Employee who performs volunteer fire department duties during non-working hours is unable, as stated above and as determined by the respective department head or Town Supervisor or their designee as indicated above, to reasonably report for work and such Employee:

i. Is performing such volunteer fire department duties in response to a Signal 99 call "working fire" as designed by the pertinent fire company in accordance with standard procedures therefore, and confirmed by the respective department head or Town Supervisor or their designee; and

ii. Has previously used all accrued sick leave time, such Employee shall be compensated in full for the period of his/her subsequent absence from work on the same day as the volunteer fire duties are performed but in no event for more than one (1) shift of duty at regular or straight pay.

ARTICLE 17 - LEAVEcontinued

SECTION 4 - MILITARY LEAVE

Employees enlisted in or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act.

The Employer shall grant leave for service in the military reserves or National Guard as required by the Employee and shall continue to provide the Employee with the benefits provided for by this Agreement for the duration of such leave.

SECTION 5 - JURY DUTY AND COMPELLED APPEARANCES

Any regular Employee called for jury duty, subpoenaed to appear as a witness in any court or administrative proceeding, or otherwise compelled to appear in any court or administrative proceeding shall be granted leave for that duty or appearance with no charge against leave credits. For each day of such duty or appearance, the Employee shall be paid the difference between his/her applicable hourly wage and the actual payment received for that duty or appearance, such as witness or jury fees. This payment shall be accomplished by the Employee turning his/her payment for jury or witness service over to the Town Clerk, and the Employee shall in turn receive his/her full pay for that day. This compensation shall be in addition to all other benefits provided for by this Agreement.

ARTICLE 18 - MAINTENANCE OF STANDARDS

The Employer agrees, subject to the provisions of this Agreement, that all conditions of employment relating to wages, hours of work, general working conditions, and all other terms and conditions of employment shall be maintained at not less than the standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions mandating improvement are made in this Agreement.

The Employer agrees not to enter into any agreement or contract with the Employees, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Where new operations requiring Employees in the Bargaining Unit to be covered by this Agreement for which rates of pay and other terms and conditions of employment are not established by this Agreement are to be put into effect by the Employer, the Employer shall give the Union as much advance notice as possible and shall likewise enter into negotiations regarding such matters.

ARTICLE 19 - CLOTHING ALLOWANCE

~~X~~ Those Employees within the Bargaining Unit currently eligible to receive such allowance shall receive an allowance of one hundred fifty dollars (\$150.00) annually for the Employees work boots. In addition, due to their work with certain building and related mechanical systems, Town maintenance staff employees (currently Thomas Hayden and George Palmisano) shall be entitled to an additional clothing allowance annual of \$100.00. These monies shall be paid on or about January 1st of each year in a separate check.

ARTICLE 20 - SUBCONTRACTING

The Employer agrees not to subcontract out Bargaining Unit Work except as permitted under Article 5, Section 2 hereof.

ARTICLE 21 - DECLARATION OF NO STRIKE POLICY

In consideration of the Employer's recognition of the Union as the sole and exclusive bargaining representative of the Employees, the Union does hereby affirm that it does and will not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the Employees, and that it will not impose any obligation on the Employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the Employees.

ARTICLE 22 - LEGISLATIVE ACTION

The Employer shall prepare, secure introduction and recommend passage by the appropriate legislative body of appropriate legislation in order to provide the benefits described in this Agreement.

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

ARTICLE 23 - INCORPORATED PROVISIONS, DURATION, NOTIFICATION, AND REOPENING

The Town of Salina Drug & Alcohol Policy attached hereto as Attachment "A" is incorporated herein by reference and made a part of this Agreement, the terms and conditions of which those Employees covered thereunder agree to abide by. Those certain terms and conditions of the Town of Salina Employee Handbook currently in effect and expressly stated to be incorporated in this Agreement are incorporated herein by reference and made a part hereof.

This Agreement shall continue in full force and effect from December 1, 2004 through December 31, 2008.

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred eighty (180) days preceding any fiscal year for the purpose of attempting to agree upon amendments to this Agreement.

The parties hereby agree that an impasse in such negotiations shall be identified either by mutual consent or by failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget, whichever is earlier.

In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employees Relations Board for mediation and/or binding arbitration.

Further, in recognition of the pledge of the Union to forego the use of striking, the Employer agrees to make the terms and conditions of subsequent Agreements retroactive to the expiration of the Agreement presently in effect.

AGREED TO AND SIGNED this day by:

TEAMSTER LOCAL 317, affiliated with the International Brotherhood of Teamsters, AFL-CIO, By:

M. D. May
Union President

Date: December 27, 2004

TOWN OF SALINA, New York

By:

Mary Campbell
Town of Salina Supervisor

Date: December 31, 2004

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 27 day of December, in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark May, VP of Teamster Local 317, affiliated with the International Brotherhood of Teamsters, AFL-CIO., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

SYBILLE A. VALDESI
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4848675
QUALIFIED IN ONONDAGA COUNTY
COMMISSION EXPIRES 6/16/07

Cynthia A. Valdesi
Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On the 31 day of December, in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary Ann Schadt, Supervisor of the Town of Salina, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

STEVEN J. PRIMO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ONONDAGA CO.
NO. 4848675
MY COMMISSION EXPIRES JAN. 31, 2006

[Signature]
Notary Public

Attachment "A"

TOWN OF SALINA

DRUG AND ALCOHOL TESTING POLICY

I. PURPOSE.

To establish a Town wide alcohol and drug testing program to help prevent accidents and injuries resulting from the misuse of alcohol and drugs by covered drivers of commercial motor vehicles in compliance with the Federal Department of Transportation (DOT) Regulations promulgated at Rule 49 CFR Part 40, and 49 CFR Part 382, and promulgated under The Omnibus Transportation Employee Testing Act of 1991, enacted October 28, 1991.

II. APPLICABILITY

This policy applies to all Town employees who operate commercial motor vehicles and/or are involved in safety sensitive functions and are subject to the commercial drivers license (CDL) requirements of the Code of Federal Regulations promulgated under The Omnibus Transportation Act. Employees with Commercial Drivers Licenses who drive out of title will be part of the random testing. Those with Commercial Drivers Licenses who do not drive will not be part of the testing program.

III. OBJECTIVES

To establish rules and procedures to deter all illegal drug use, and deter on-duty, pre-duty and post-accident alcohol use, as well as on-duty alcohol impairment stemming from pre-duty use, by all covered drivers who perform safety sensitive functions;

To deter and eliminate the possibility that Town covered drivers will perform safety-sensitive functions after testing positive for alcohol or drugs;

To comply with applicable federal and state laws, including The Omnibus Transportation Employee Testing Act of 1991;

To provide reasonable measures for the early detection of personnel not fit to perform activities within the scope of this policy;

To maintain a workplace free of drugs and alcohol; and

To inform employees through education, in-service training and other appropriate forums, about illegal drugs, and alcohol abuse, their use, possession, distribution, and the effects of such substances.

IV. FOR INFORMATION/QUESTIONS PLEASE CONTACT:

V. DEFINITIONS

See Appendix A.

VI. TESTING

There are several occasions when an individual will be subject to drug and alcohol screening tests pursuant to this policy. Prior to the administration of the following tests, the Town or its testing agent will notify the covered driver that the test is required under the Code of Federal Regulations. The testing occasions shall include:

a. **Pre-Employment Testing**

The Town will administer a pre-employment test for drugs after a conditional offer of employment has been extended and prior to any covered driver's performance of a safety-sensitive function. Employees promoted or transferred to a CDL required position will also receive pre-employment testing unless they are currently in the random pool. If the pre-employment drug testing reveals a presence of drugs, the Employee will be prohibited from bidding on a safety-sensitive position for a period of one year. The Town may, in its sole discretion, forego pre-testing employment where the exceptions promulgated by the DOT at 49 CFR S 382.01 (b) or (c), relating to drug testing of covered drivers by their previous employers are satisfied.

b. **Reasonable Suspicion Testing**

Reasonable suspicion testing is alcohol and drug testing that the Town will conduct when it has reasonable suspicion to believe that a covered driver has engaged in conduct prohibited by this policy. (Reasonable suspicion testing will not be conducted biased solely upon the suspicion that a covered driver has violated the provision of this policy prohibiting covered drivers from being on-duty or operating commercial motor vehicles while the driver possesses unmanifested alcohol). Reasonable suspicion shall be based upon specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a covered driver by one supervisor. A written record shall be made of observations within twenty-four (24) hours of the observed behavior or before the results of alcohol/drug tests are released, whichever is earlier.

Reasonable suspicion testing shall be conducted as soon as possible following determination that reasonable suspicion exists to believe that the provisions of this policy have been violated. Testing shall be conducted on-site or the covered driver shall be transported to an appropriate facility for testing. If an alcohol test is not performed within two (2) hours of the determination of reasonable suspicion, the Town shall make a written record of the explanation for that delay.

Upon request, union representation may be available to bargaining unit members within a reasonable amount of time. (within one hour of notification of testing).

The Town shall not administer a reasonable suspicion alcohol test more than eight (8) hours following a determination that reasonable suspicion exists to believe that the alcohol prohibitions of this policy have been violated. Notwithstanding the absence of a reasonable suspicion alcohol test, the Town will not permit any covered driver to report for duty to remain on duty requiring the performance of a safety-sensitive function while the driver is under the influence of, or impaired by alcohol as shown by the behavioral, speech, and performance indicators of alcohol misuse until an alcohol test is administered and the driver's blood alcohol concentration measures less than .02 or twenty-four (24) hours have elapsed following a determination that reasonable suspicion exists to believe that the alcohol prohibitions of this policy have been violated.

Covered drivers are subject to unannounced testing for alcohol as follows: Immediately prior to the start of duty in a safety sensitive function, or during duty hours in a safety sensitive function, or immediately following completion of duty in a safety sensitive function. Reasonable suspicion drug testing may be conducted at any time a covered driver is on duty for the Town.

c. **Random Testing**

Random testing is unannounced testing for alcohol and drugs administered in a statistically random manner throughout the year to covered drivers employed by the Town so that all covered drivers have an equal probability of selection each time said random pool is created for selection. Social Security numbers will be used in the random pool to identify the covered drivers.

Covered drivers are subject to random alcohol testing as follows: Immediately prior to the start of duty in a safety sensitive function, or during duty hours in a safety sensitive function, or immediately following completion of duty in a safety sensitive function. Random drug testing may be conducted at any time a covered driver is on duty for the Town.

Upon notification, union representation may be available to bargaining unit members within a reasonable amount of time (within one hour of notification of testing).

d. **Post Accident Testing**

A post-accident test is a test for alcohol and drugs administered following an accident involving a commercial motor vehicle to each surviving covered driver:

- (i) Who was performing safety sensitive functions with respect to the vehicle, if the accident involved the loss of human life;
- (ii) Who receives a citation under state or local law for a moving violation arising from the accident, if the accident resulted in bodily injury to a person who as a result of the injury immediately receives medical treatment away from the scene of the accident;
- (iii) Who receives a citation under state or local law for a moving violation arising from the accident, if the accident resulted in one or more motor vehicles incurring damages as a result of the accident requiring the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

Post accident testing shall be conducted as soon as possible following determination that such testing is required under this policy. Testing shall be conducted on-site or the covered driver shall be transported to an appropriate facility for testing. If an alcohol test is not performed within two (2) hours of the determination of the need for testing, the Town shall make a written record of the explanation for that delay.

The Town will not administer a post-accident alcohol test more than eight (8) hours following the accident and will not administer a post-accident drug test more than 32 hours following the accident. A covered driver who is subject to post-accident testing shall remain readily available for submit to testing or may be deemed by the Town to have refused to submit to testing. This shall not be construed to require delay of necessary medical attention for injured individuals following an accident or to prohibit a covered driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

The results of a breath or blood test for the use of alcohol or a urine test for the use of drugs, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of this policy concerning post-accident testing, provided such tests conform to applicable federal, state/or local requirements and that the results of the test are obtained by the Town.

Upon request, union representation may be available to bargaining unit members within a reasonable amount of time (within one hour of notification of testing).

e. **Return to Duty Testing**

Return to duty testing is alcohol and drug testing conducted after a covered driver has engaged in prohibited conduct under this policy, completed counseling prescribed by a Substance Abuse Professional (SAP), if any, and prior to his/her return to the performance of a safety-sensitive function. Before a covered driver may return to the performance of safety sensitive functions, he/she must undergo return to duty testing with an alcohol test indicating a BAC of less than .02 and a drug test indicating a verified negative result for illegal drugs.

Upon request union representation may be available to bargaining unit members within a reasonable amount of time (within one hour of notification of testing).

f. **Follow-Up Testing**

Follow-up tests are given following a determination by a SAP that a covered driver is in need of assistance in resolving problems associated with misuses of alcohol and/or drugs. This is an unannounced test, given at least six (6) times within twelve (12) months with the actual frequency and number of tests determined by the SAP, but in no event may the follow-up testing continue for a period beyond 60 months from the covered driver's return to duty. The SAP may terminate the requirement of follow-up testing at any time after the first six (6) tests have been administered if (s)he determines that follow-up testing is no longer necessary.

Covered drivers are subject to follow-up alcohol testing as follows: immediately prior to the start of duty hours in a safety sensitive function, or during duty hours in a safety sensitive function, or immediately following completion of duty in a safety sensitive function. Follow-up drug testing may be conducted at any time a covered driver is on duty for the Town.

Upon request, union representation may be available to bargaining unit members within a reasonable amount of time (within one hour of notification of testing).

g. **Testing Time & Cost**

All time spent on testing will be paid under regular pay status, including overtime, if applicable with the exception of return to duty testing. Employees will be paid while being tested for the time away from duty, or, if their duty assignment has ended, they will be paid up to the time they are released from the job site. Overtime shall not be paid for those tested under reasonable suspicion (unless the results are negative), or waiting for union representation. All costs of testing under this Policy shall be borne by the Town, except as specifically provided in Section VII.

VII. DRUG & ALCOHOL TESTING PROCEDURES

Alcohol:

Alcohol testing will be administered by a Breath Alcohol Technician (BAT) certified by the completion of a NHTSA model course, trained in utilizing an evidential breath testing device (EBT) that conforms to the requirements of the regulations promulgated by the DOT at 49 CFR part 40.51. The EBT used for testing shall meet the standards promulgated by the DOT at 49 CFR part 40.53 and have a quality assurance plan (QAP) developed by the manufacturer to insure proper calibration. Testing will be conducted in a location that affords visual and aural privacy to individuals being tested. For an in depth explanation of the alcohol testing procedures please refer to DOT regulations at 49 CFR part 40 Subpart C, attached hereto as Appendix B.

If the initial test reveals a blood alcohol concentration of .02 or greater, a confirmatory test must be performed. The confirmatory test will produce the only result from which disciplinary action may be taken. If the blood alcohol concentration is 0.02 to 0.0399 (but less than .04), the covered driver will be suspended from performing safety-sensitive functions for 24 hours. If the blood alcohol concentration is .04 or greater the covered driver will be suspended from the performance of safety sensitive functions pending compliance with the terms and conditions of Section XI hereof and satisfaction of any disciplinary penalties which might be imposed.

Uncompleted Testing

If a screening or confirmation test cannot be completed, or if an event occurs that would invalidate the test, the BAT, shall, if practicable begin a new screening or confirmation test, as applicable, e.g., using a new breath alcohol testing form with a new sequential test number (in the case of a screening test conducted on an EBT that meets the requirements of 49 CFR Part 40.53(b) or in the case of a confirmation test).

Drugs

A Department of Health and Human Services certified laboratory will perform drug testing on urine samples provided by covered drivers.

The drugs for which tests will be conducted are:

- a. Marijuana (THC)
- b. Cocaine
- c. Phencyclidine (PCP)
- d. Opiates
- e. Amphetamines

The cutoff levels for these drugs will conform to those promulgated by the DOT at 49 CFR Part 40. The Town and the certified laboratory will conduct the collection, shipment, testing and chain-of-custody in conformance with the DOT regulations promulgated at 49 CFR Part 40, to insure the integrity of the testing process.

The split urine specimen method of testing will be utilized providing one sample for preliminary screening and initial confirmation, and a second sample for a second confirmation test if needed at a later date. The cost for testing the second samples must be borne by the employee. These second test results will be conclusive. If said tests are negative, the employee will be reimbursed. The Town's Medical Review Officer ("MRO") will conduct a final review of all positive test results to assess possible alternative medical explanations for the results and shall render a final determination as to whether a drug test is positive or negative, and report the same to the Town. If the MRO determines that a drug test is positive, the driver must be removed from all safety-sensitive functions until such time as the requirements of Section XI hereof have been complied with, and any disciplinary penalties have been satisfied. (For an in depth explanation of the drug testing procedures please refer to the DOT regulations at 49 CFR Part 40 Subpart B, a copy of which attached as Appendix B).

Alcohol and Drugs

1. The Town will ensure that alcohol and drug test information is maintained in a confidential manner in conformity with the DOT Rule 49 CFR Part 40.
2. The Town will ensure that all contracts between the Town and any other entity involved in the alcohol and drug testing program will comply with the requirements set forth in the DOT regulations at Rule 49 CFR Part 40.
3. The Town will conform to the requirements of the DOT Regulations at Rule 49 CFR Part 40 in all aspects, with respect to record keeping and regarding confidentiality.

VIII. REFUSAL TO SUBMIT TO TESTING

A covered driver shall not refuse to submit to a post-accident alcohol or drug test required under this policy, a random alcohol or drug test required under this policy, a reasonable suspicion alcohol or drug test required under this policy, or a follow-up alcohol or drug test required under this policy. The Town will not permit any covered driver to perform safety sensitive functions subsequent to a refusal to submit to a test required under the policy until the individual is evaluated by a SAP and completes a substance abuse program designed by a SAP, if any, and undergoes a return to duty alcohol test revealing a BAC of less than .02 and a drug test with a verified negative result. In other words, a refusal to submit to testing is the equivalent of an alcohol test revealing a BAC of .04 or greater or a drug test with a positive result. A refusal to be tested shall be defined as a refusal by an employee to complete and sign the breath alcohol testing form or to complete the drug screening chain of custody form to provide breath, to provide an adequate amount of breath, to provide an

adequate amount of urine or otherwise to cooperate with the testing process in a way that prevents the completion of the test. The BAT or collector shall record such refusal in the remarks section of the testing form. The testing process shall then be terminated and the BAT or collector shall immediately notify the Town.

IX. PROHIBITED CONDUCT

A. Alcohol

1. No covered driver shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater. The Town shall not permit the covered driver to perform or continue to perform safety-sensitive functions if it has actual knowledge that a driver has an alcohol concentration of 0.02 for at least twenty-four (24) hours following administration of the test.

2. No covered driver shall be on duty or operate a commercial motor vehicle while the covered driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. The Town shall not permit the covered driver to drive or continue to drive a commercial motor vehicle if it has actual knowledge that a driver possesses unmanifested alcohol.

3. A covered driver shall not use alcohol while performing safety-sensitive functions. The Town shall not permit the driver to perform or continue to perform safety-sensitive functions if it has actual knowledge that a driver is using alcohol while performing safety-sensitive functions.

4. No covered driver shall perform safety-sensitive function within four (4) hours after using alcohol. The Town shall not permit the driver to perform or continue to perform safety-sensitive functions if it has actual knowledge that a driver has used alcohol within four (4) hours.

5. A covered driver required to take a post-accident test shall not use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever is first.

B. Drugs

1. The Town will not permit a covered driver to perform safety-sensitive functions who has used any illegal drug or controlled substance except when the use pursuant to the instructions of a physician and that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. It is the driver's responsibility to notify the Town at the time of the test, if this situation is applicable.

2. Independent of the requirements of the Omnibus Transportation Employee Testing Act of 1991 and the regulations promulgated thereunder, the covered driver must notify the Town at the time of the test that he/she is using controlled substances pursuant to the instructions of the

physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

X. REFERRAL, EVALUATION AND TREATMENT

1. The Town shall make available to all covered drivers information regarding the Town Employee Assistance Program provider.

2. A covered driver may voluntarily admit himself or herself to a drug and/or alcohol rehabilitation program "one time within a five (5) year period", and discipline will not be used against said driver. Benefits such as vacation and sick leave must be used, and the costs associated with rehabilitation shall be in accordance with the employee's coverage under the Town's health insurance policy. The Town and the Union reserve the right to mutually agree to accept a second voluntary admittance if extenuating circumstances exist. However, it is noted that an employee, upon notification of required testing, may not voluntarily admit himself or herself into rehabilitation. Such action will constitute a positive test result.

3. The Town shall ensure that each covered driver who engages in conduct prohibited by this policy shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and drug use, including an in-patient rehabilitation program. The costs associated with this evaluation shall, to the extent available, be covered by the Town's health insurance policy.

4. Before a covered driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this policy, the covered driver shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a drug test with a verified negative result if the conduct involved a controlled substance. (See below for conduct involving use of a controlled substance).

5. Each covered driver identified as needing assistance in resolving problems associated with alcohol misuse or drug use shall;

a. Be evaluated by a substance abuse professional to determine if the covered driver has properly followed any rehabilitation program prescribed.

b. Be subjected to unannounced follow-up alcohol and drug tests as set forth in Section VI (f) of this policy.

6. The evaluation and rehabilitation may be provided by a substance abuse professional under contract with the Town or by a substance abuse professional not affiliated with the Town.

7. The Town shall ensure that a substance abuse professional who determines that a covered driver requires assistance in resolving problems with alcohol misuse or drug use does not

refer the covered driver to the substance abuse professional's private practice, or to a person or organization from which the substance abuse professional receives remuneration or in which the substance abuse professional has a financial interest.

8. The requirements of this section with respect to referral, evaluation and rehabilitation do not apply to applicants who refuse to submit to a pre-employment drug test or who have a pre-employment drug test with a verified positive test result.

XI. CONSEQUENCES FOR COVERED DRIVERS

A covered driver shall not perform safety-sensitive functions, including driving a commercial motor vehicle, if the covered driver has engaged in conduct prohibited by this policy or an alcohol or drug rule of any DOT agency.

The Town will not permit any driver to perform safety-sensitive functions, including driving a commercial motor vehicle, if said driver has tested positive for alcohol and/or drugs. The Town will not permit any covered driver found to have a blood alcohol concentration of at least .02 and less than .04 to perform safety-sensitive functions for 24 hours following the administration of the test.

Consequences for violating this policy will include: suspension from the performance of safety-sensitive functions, referral to a substance abuse professional, the requirement that a substance abuse professional certify the covered drivers completion of a prescribed substance abuse program, if any, and the requirement that the covered driver pass an alcohol test with a BAC of less than .02 or controlled substance test prior to the return to the performance of safety-sensitive functions.

Independent of the requirements of the Omnibus Transportation Employee Testing Act of 1991 and the regulations promulgated thereunder, covered drivers who have been found to have engaged in conducts prohibited under this policy shall be subjected to progressive disciplinary actions.

XII. EMPLOYEE NOTIFICATION

The Town shall provide a copy of this policy to each covered driver and his/her collective bargaining agent. Each covered driver is required to sign a statement certifying that (s)he has received this information. The Town shall maintain the original signed certification for a minimum of two (2) years. The Town may provide a copy of the certification of the remaining policy provisions.

XIII. SAVINGS CLAUSE

If any provision of this policy is determined in a tribunal of competent jurisdiction to be inconsistent with any superseding legal requirements, that provision shall be considered modified or deleted so as to comply with the superseding legal requirements, without any effect on the remaining policy provisions.

XIV AMENDMENT: (CHANGE IN LAW)

The provisions of this policy may be amended by the Town, from time to time, to conform to their applicable DOT regulations or the requirements of any other law to which the Town is or may become subject.

TOWN OF SALINA

Effective Date

By: _____
Mary Ann Schadt, Supervisor



APPENDIX A

DEFINITIONS

a. Alcohol

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.

b. Alcohol Use

The consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

c. BAC

Blood alcohol concentration (BAC) is the content of alcohol in an individual's blood.

d. Breath Alcohol Technician (BAT)

An individual who operates an evidential breath testing device and instructs and assists individuals in the alcohol testing process.

e. Collector

A person trained to implement urine collection for drug determinations as well as implement the chain-of-custody of those specimens for drug testing.

f. Commercial Motor Vehicle

A motor vehicle or a combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1. Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
2. Has a gross vehicle weight rating of 26,001 or more pounds; or
3. Is designed to transport 16 or more passengers, including the driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Material Regulations.(49CFR PART 172, SUBPART F).

g. **Confirming Test**

A second test for alcohol use, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration. A second test for drug use following an initial test is an analytic procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation for cocaine, marijuana, opiates, amphetamines, and phencyclidine.).

h. **Covered Driver**

Town employees who operate commercial motor vehicles and applicants for employment with the Town who are applying for positions as drivers of commercial motor vehicles (for the purposes of pre-employment testing only), all employees who perform safety sensitive functions on interstate or intrastate highways, or those employees who transfer into positions covered by this policy.

i. **Evidential Breath Testing Device (EBT)**

A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA'S Conforming Product's List of Evidential Breath Measurement Devices." (CPL)

j. **Medical Review Officer (MRO)**

A licensed physician responsible for receiving laboratory results generated by the Town Drug Test Program, who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information.

k. **Safety Sensitive Function**

Any of those on-duty functions (promulgated at 49 CFR S 395.2 On-Duty time) as listed below:

l. **Screening Test**

In alcohol testing, means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In drug testing, an immunoassay procedure to eliminate "negative" urine specimens from further consideration.

1. All time at a carrier or shipper plant, terminal facility, or, other property, waiting to be dispatched, unless the driver had been relieved from duty by the Town.
2. All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations (FMCSR'S), or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
3. All time at the driving controls of a commercial motor vehicle in operation.
4. All time, other than driving time, on or in a commercial motor vehicle (except for time spent resting in the sleeper berth).
5. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time spent performing the driver requirements associated with an accident promulgated at 49 CFR SS392.40 AMD 392.41.
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

m. **Substance Abuse Professional**

A substance abuse professional means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug related disorders.

