



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Windsor, Town of and International Brotherhood of Teamsters, Local 693 (2011)**

Employer Name: **Windsor, Town of**

Union: **International Brotherhood of Teamsters**

Local: **Local 693**

Effective Date: **01/01/11**

Expiration Date: **12/31/13**

PERB ID Number: **8729**

Unit Size:

Number of Pages: **29**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF WINDSOR

and the

TEAMSTERS LOCAL 693

January 1, 2011 – December 31, 2013

RECEIVED 12/14/2010

Collective Bargaining Agreement

Table of Contents

1	PREAMBLE	1
1.1	Collective Bargaining Agreement	1
1.2	General Provisions	1
2	BARGAINING UNIT	1
2.1	Recognition	1
2.2	Definitions	2
2.3	Others Performing Bargaining Unit Work	2
3	MANAGEMENT RIGHTS	2
3.1	Management Rights	2
3.2	Filling of Vacancies	3
4	UNION RIGHTS	3
4.1	General Provisions	3
4.2	Union Dues & Agency Shop Fees	3
4.3	Stewards	4
5	EMPLOYEE RIGHTS	4
5.1	Seniority	4
5.2	Layoff Procedure	4
5.3	Recall Procedure	5
5.4	Probationary Period	5

6	HOURS OF WORK	5
6.1	Work Schedule	5
6.2	Additional Hours of Work	6
6.3	Meal and Rest Periods	7
6.4	Time Records	7
7	COMPENSATION	7
7.1	Base Wage & Longevity	7
7.2	Premium Pay for Overtime	7
8	PAID LEAVE	7
8.1	Holidays	7
8.2	Vacation Leave	8
8.3	Sick Leave	9
8.4	Personal Leave	9
8.5	Bereavement Leave	10
8.6	Jury Duty Leave	11
9	UNPAID LEAVE	11
9.1	Leave of Absence	11
10	MEDICAL – DENTAL - OPTICAL	11
10.1	Medical Insurance	11
10.2	Medical Insurance Buy-Out	12
10.3	Vision and Dental	12
11	DISABLED EMPLOYEES	13
11.1	Workers' Compensation Insurance	13

12	GENERAL PROVISIONS	13
12.1	Uniforms & Equipment	13
12.2	Physical Examinations	13
12.3	Drug Policy	14
12.4	Smoking Policy	14
12.5	Safety Rules	14
13	DUE PROCESS PROCEDURES	14
13.1	Grievance Procedure	14
13.2	Disciplinary Procedure	15
14	EXECUTION OF AGREEMENT	17
14.1	Duration of Agreement	17
14.2	Embodiment of Agreement	17
14.3	Savings Clause	1718
14.4	Legislative Action	17
14.5	Execution of Agreement	18
Exhibit A: Drug & Alcohol Policy		19
Exhibit B: Smoking Policy		20
Exhibit C: Safety Policy		21
Exhibit D: Seniority List		24

1 PREAMBLE

1.1 Collective Bargaining Agreement

1.1.1 Parties to Agreement: This is a Collective Bargaining Agreement entered into by and between the Town of Windsor, hereinafter referred to as the "Town" and/or the "Employer", and Teamsters Local 693 of the International Brotherhood of Teamsters (I.B.T.), hereinafter referred to as the "Union", under Article 14 of the Public Employment Relations Act of the State of New York. The Town recognizes the Teamsters as the Union representatives and their mailing address is 41 Howard Avenue, Binghamton, NY 13904 or as otherwise designated in writing by the Union and the Employer.

1.1.2 Purpose and Intent: The general purpose of this Collective Bargaining Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Town, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Town's success in establishing a proper service to the community. To these ends, the Town and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

1.2 General Provisions

1.2.1 No Strike Clause: It is recognized that continued and uninterrupted operation of the Town's departments and agencies is of paramount importance to the citizens of the community and there should be no interference with such operation. The parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, or sanction strikes, slowdowns, walkouts, mass resignations, mass absenteeism or other similar actions which would involve suspension of, or interference with normal work performance. The Town Board shall have the right to discipline or discharge any employee who is a union officer or steward for encouraging, fomenting or participating in a strike, slowdown or other such interference.

1.2.2 No Lockout Clause: The Employer agrees that there shall be no lockout of employees during the term of this Collective Bargaining Agreement.

2 BARGAINING UNIT

2.1 Recognition

2.1.1 Recognition Clause: The Town of Windsor hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and all other conditions of employment for the term of this Collective Bargaining Agreement for employees of the Town of Windsor Highway Department identified in 2.1.2 below.

2.1.2 Bargaining Unit: Included in the bargaining unit are all the full-time regular non-supervisory Town Highway Department Motor Equipment Operators, Mechanics, and Laborers.

Excluded from the bargaining unit are the Superintendent of Highways, Deputy Superintendent of Highways, and all other employees in classifications, including all part-time, seasonal, temporary employees.

In the event a member of the bargaining unit is appointed Deputy Superintendent of Highways and continues to perform bargaining unit work, that person will remain in the bargaining unit and continue to receive the full benefits of the collective bargaining agreement. In accordance with Town Law, the Town

may rescind the appointment of Deputy at any time and such action will not be subject to the grievance procedure, but such employee will retain their current civil service title (e.g. MEO).

2.2 Definitions

2.2.1 Full-Time Personnel: For the purpose of this Collective Bargaining Agreement, a “full-time regular employee” shall mean an employee who is regularly scheduled to work at least forty hours each week for fifty-two weeks a year.

2.2.2 Part-Time Personnel: For the purpose of this Collective Bargaining Agreement, a “part-time employee” shall mean an employee who is regularly scheduled to work thirty hours or less per week. Part-time employees will not be members of this bargaining unit.

2.2.3 Seasonal Personnel: For the purpose of this Collective Bargaining Agreement, a “seasonal employee” shall mean someone that works for a given season for the purpose of mowing or other traditional summer duties, or to assist in snow removal. They may perform bargaining unit work.

2.2.4 Temporary Personnel: For the purpose of this Collective Bargaining Agreement, a “temporary employee” shall mean someone who is called in to work on an interim or “as-needed” basis for a specified period or to replace an employee who is on an approved leave of absence.

2.3 Others Performing Bargaining Unit Work

2.3.1 Superintendent of Highways: The Superintendent of Highways may perform bargaining unit work to meet the operating needs of the department, provided it does not violate 6.2.3, below.

2.3.2 Persons Outside Highway Department Operating Town Equipment: No person shall operate or assist in the operation of Town-licensed motorized equipment unless they are paid full-time Town highway employees, except in an emergency when other Town employees will be permitted to do so.

3 MANAGEMENT RIGHTS

3.1 Management Rights

3.1.1 Management Rights Clause: Union recognizes the rights of the Employer to retain and reserve unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New York and/or the United States of America; to determine the standards of service to be observed by the Town; to contract and subcontract for services; to determine the methods, means, and personnel by which its operations are to be conducted; to determine standards of selection for employment; to determine work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce; the right to direct its employees, determine the number of employees it will employ; the right to hire, assign, furlough, layoff, evaluate, suspend, discharge, discipline, promote, demote or transfer, to maintain discipline and efficiency of employees; to determine the contents of job classifications; to make, modify and enforce reasonable rules of employee conduct and safety; to implement and comply with regulations and requirements issued by any government agency; to take all necessary action and to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly limited in this Collective Bargaining Agreement.

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. The Town not exercising any of these rights shall not be construed as a waiver of them.

3.2 Filling of Vacancies

3.2.1 Approval to Fill Position: Prior approval must be granted by the Town Board, Town of Windsor, before hiring action may be processed for any job applicant.

3.2.2 Selection of Applicants: The Town Board will be the sole judge with respect to the degree to which applicants meet job qualifications. The term promotion means the advancement of an employee to a higher paying non-supervisory position. In cases of promotion or whenever a new job classification opening or vacancy occurs, the position shall be filled taking into consideration seniority and qualifications being equal for the position. However, the selection of internal and/or external applicants to fill the position of Working Supervisor will be at the sole discretion of the Town Board and such action shall not be subject to the Grievance Procedure.

4 UNION RIGHTS

4.1 General Provisions

4.1.1 Bulletin Board: The Employer agrees to provide a bulletin board and to permit the Union to post notices and other materials pertaining to the official business of the Union.

4.1.2 Inspection Privileges: One authorized agent of the Union shall have access to the Employer's premises thirty minutes before the end of a regular shift with the permission of the Superintendent of Highways for the purpose of adjusting disputes, investigating work conditions and collection of initiation fees and dues and in an emergency with the approval of the Superintendent of Highways or the Town Highway Committee; provided, however, that there is no interruption of the Employer's working schedule and provided further, that the Union's authorized agent must wear proper safety gear and hereby assumes the risk of bodily injury or property damage. The Union hereby agrees to indemnify and save harmless the Employer from any and all liability, claims or damages (including bodily injury or death) resulting to the Union's authorized agent while on the Employer's premises.

4.2 Union Dues & Agency Shop Fees

4.2.1 Union Membership: Membership in the Union is not compulsory. Employees have the right to join or refrain from joining as they see fit. Maintenance of membership in the Union cannot be required once an employee joins same. State Law affords all Public Workers in New York State the aforesaid rights. An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town and the Town shall deduct and remit the dues in accordance with 4.2.3, below. The Town assumes no obligation with respect to obtaining authorization cards, it being understood that this is a duty and obligation of the Union.

4.2.2 Agency Shop: Non-Union members shall be required to pay an Agency Fee as stated in 4.2.1, but this Agency Fee will not be paid during an employee's probationary period. The Town shall deduct and remit the service fee in accordance with 4.2.3, below.

4.2.3 Dues/Fees: The Employer agrees to make payroll deductions for union dues (not including initiation fees, fines or special assessments) and agency fees as certified in writing by the Union. That amount will be deducted from the first paycheck each month and remitted to the Union as long as a signed union dues payroll deduction authorization is in effect and has not been revoked.

4.2.4 Indemnification Clause: The Union agrees to indemnify and save harmless the Employer from any and all loss, damage, claims or expense, it may incur resulting from the aforesaid deductions.

4.3 Stewards

4.3.1 Designation: The Employer recognizes the right of the Union to designate a steward and alternate steward to act in the absence of the steward.

4.3.2 Release Time: The authority of the steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities on the condition the steward will be paid by the Employer for time spent on these duties or activities up to a maximum of fifteen minutes in any workday: a) the investigation, processing, and presentation of grievances or arbitrations in accordance with the grievance article (Article 13.1); b) posting Union notices; and, c) participating in negotiations, conferences, and communications with the Employer.

4.3.3 Requests for Release Time: Requests for the use of release time shall be made to the Superintendent of Highways, Town Supervisor, or their respective designees, as far in advance as possible. Such requests shall not be unreasonably denied. A steward requesting such release time shall not leave the worksite until the Superintendent of Highways or Town Supervisor has approved the leave.

5 EMPLOYEE RIGHTS

5.1 Seniority

5.1.1 Bargaining Unit Seniority: Seniority shall be determined by the employee's length of continuous service as a full-time employee in the Highway Department. After working one hundred twenty calendar days, a new employee hired in this unit as a regular full-time employee shall be placed on the seniority list as of the employee's first day of full-time employment in the unit with the Town. In the event two or more employees have the same date of hire, such employees shall have their individual seniority determined by lot.

5.1.2 Leave of Absence and Loss of Seniority: An employee shall not accrue seniority while the employee is on an approved unpaid leave of absence. Such leave shall not be considered as a break in "continuous service", however, the employee's anniversary date shall be extended for a period equivalent to the time of such leave. Seniority will not accrue during a layoff and all seniority shall be lost by discharge, voluntary quit, failure to return to work following a leave of absence, unauthorized absence, layoff exceeding twelve months, failure to response to recall, taking a job elsewhere while on a leave of absence, or retirement.

5.1.3 Workers' Compensation and FMLA: An employee who is on an unpaid leave of absence due to a Workers' Compensation claim or FMLA shall continue to accrue seniority as if the employee was in regular pay status. Such leave shall not be considered as a break in "continuous service" and the employee's anniversary date shall not be adjusted.

5.1.4 Seniority List: A seniority list on current full-time regular unit employees is included in Exhibit "D" attached hereto.

5.2 Layoff Procedure

5.2.1 First to be Laid Off: In case of layoff for any reason, employees in the effected job title shall be laid off in reverse order of seniority, provided the senior employee is qualified to replace the laid off employee.

5.2.2 Notice of Layoff: Employees to be laid off shall be given fourteen calendar days notice of layoff.

5.2.3 New Hires During Layoff Period: No new employees shall be hired into a job title where a layoff has occurred until all employees in the effected job title who are on layoff status have first been given the opportunity to return to work per the provisions of this Article.

5.3 Recall Procedure

5.3.1 Recall Rights: When the workforce in the effected job title where a layoff has occurred is increased after a layoff, employees in that job title shall be recalled based upon their previous seniority, qualifications and experience with the Employer prior to lay-off.

Call back of employees shall be by seniority, as long as all qualifications for the job are equal. An employee to be considered available must be able to be contacted by telephone, except if other arrangements have previously been made between the Employer and the employee

5.3.2 Notice of Recall: Notice of recall shall be sent to the employee's last known address by certified mail. An employee must report for work within five calendar days of receipt or attempted delivery of notice of recall or forfeit such recall rights.

5.4 Probationary Period

5.4.1 Length of Probationary Period: Except as otherwise provided in the Broome County Personnel Department *Rules for the Classified Service*, an employee's original appointment to a position in the non-competitive or labor class will be for a probationary period of twenty-six weeks.

5.4.2 Failure to Successfully Complete Probationary Period: A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, up to the time the employee has been placed on the seniority list (after twenty-six weeks) during which time the employee will be considered a probationary employee.

5.4.3 CDL Requirement: Employees hired after January 1, 1994, in order to maintain permanent employment, must acquire the appropriate CDL license by the end of their probationary period.

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Regular Workweek/Workday: The regular workweek shall consist of forty hours from Monday through Friday. The regular workday shall be from 6:00 a.m. to 2:30 p.m. During the period from April 1 to April 15th to November 30th, the Superintendent of Highways may authorize four ten-hour days per week. During this period the regular workday shall be from 6:00 a.m. to 4:30 p.m. If there is a holiday or vacation day during that period, unit employees will be paid on the basis of an eight-hour day for said holiday or vacation day. Employee shall have the option to work an additional two hours in that week to maintain a forty-hour workweek.

During the months of December, January, February and March, unit employees shall have the option based on seniority to elect to work a night shift (3:00 p.m. to 11:00 p.m.) if requested by the Superintendent of Highways and approved by the Town Board.

6.2 Additional Hours of Work

6.2.1 Requirement/Approval: An employee may be required to work beyond the employee's scheduled work hours. All employees must have a house telephone unless the Employer agrees otherwise in writing.

An employee is not to work additional hours beyond the employee's scheduled work hours without authorization from the Superintendent of Highways, or designee.

Should an employee be required to work prior to the employee's regular work shift, the employee may elect, with approval of the Highway Superintendent, not to complete the employee's regular shift.

6.2.2 Availability During Inclement Weather: Given that the Highway Department is responsible for the maintenance of the roadways, each employee is responsible for being aware about the potential of inclement weather during non-work hours (excluding pre-approved vacation periods). In the event there is a forecast for inclement weather that may require snow removal or other emergency responses by the Highway Department, each employee should be able to work. Being "able" includes being in compliance with Department of Transportation regulations pertaining to the consumption of alcohol. If an employee cannot be at the employee's home to receive the call to report for snow removal or other emergency duties, the employee should leave a message on the department's answering device as to where the employee may be contacted.]

6.2.3 Procedure for Assigning Additional Hours:

Work In Progress - In the event there is an opportunity in a given job title to work additional hours and the hours are a continuation of "work in progress", the opportunity will NOT be offered to other employees and those employees in the affected job title who are then working on the assignment will continue to work the additional hours.

In the event all of the employees who are then working are not needed, the opportunity to work the additional hours will first be offered on a seniority basis (most senior first) to those full-time employees in the affected job title who are then working on the assignment, provided the employee is qualified to perform the work. In the event a sufficient number of employees do not volunteer, (including part-time, temporary, and seasonal personnel), the work will then be assigned to those same full-time employees on a seniority basis (least senior first).

Hours Not Extending from Normal Workday - In the event there is an opportunity in a given job title to work additional hours and the hours are not a continuation of "work in progress", the opportunity will first be offered on a rotational basis to full-time employees in the affected job title, provided the employee is qualified to perform the work. In the event a sufficient number of employees do not volunteer, (including part-time, temporary, and seasonal personnel), the work will then be assigned to those same full-time employees on an inverse-seniority basis (least senior first).

6.2.4 Errors in Assigning Additional Hours: The Town must maintain a record of who was called to work hours not extending from the normal workday. In the event an employee or the Union can prove that there was an error in the assignment of additional hours, the Town will offer the next opportunity to work additional hours to the employee who should have been offered the additional hours.

6.3 Meal and Rest Periods

6.3.1 Meal Period: An employee who is scheduled to work more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes.

6.3.2 Approval of Meal Periods: Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the Highway Department. Meal periods must normally be taken in the middle of the employee's workday.

6.3.3 Rest Breaks: Work schedules shall provide for a 15-minute break during the morning shift and a 5-minute break at the end of the afternoon shift. In the event an overtime assignment is to exceed four hours, an employee will be allowed a reasonable rest break.

6.4 Time Records

6.4.1 Procedures: An employee must comply with the following procedures regarding the completion of time records: 1) All time worked, including the beginning and ending time, must be recorded; and, 2) All paid and unpaid leaves of absence must be recorded.

In extenuating circumstances where an employee is not able to complete the employee's own time record, the Superintendent of Highways may complete the time record for the employee. The Superintendent of Highways will notify the employee of the information submitted and provide the employee with a copy.

The Employer shall maintain and make available to employees, a daily record showing time worked.

7 COMPENSATION

7.1 Base Wage & Longevity

7.1.1 Pay Schedule: No employee shall receive any pay increases for the 2011 fiscal year. Each employee will receive a wage increase of \$0.50 per hour on January 1, 2012 and a wage increase of \$0.50 per hour on January 1, 2013.

7.1.2 Working Supervisor Differential: The Working Supervisor shall receive an extra five days of vacation each year and an additional forty cents (\$0.40) per hour.

7.1.3 Longevity Differentials: A longevity premium as stated below will be paid to full-time regular unit employees who complete continuous years of service as follows: Upon completion of five continuous years of service, a full-time employee will be eligible for a longevity differential of \$0.10 per hour above the employee's rate of pay. Upon completion of ten continuous years of service, a full-time employee will be eligible for a longevity differential of \$0.20 per hour above the employee's rate of pay. Upon completion of twenty continuous years of service, a full-time employee will be eligible for a longevity differential of \$0.45 per hour above the employee's rate of pay. The above amounts are not compounded one upon another.

7.1.4 Call-Out Pay: Should an employee be called in to work due to an *emergency*, the employee will be guaranteed at least four hours. In the event the employee does not work for the full four hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay.

7.2 Premium Pay for Overtime

7.2.1 Premium Rate: Overtime at time and one-half the regular rate of pay for any time required to be worked before or after the employee's regular shift

7.2.2 Credit for Paid Leave: Holidays, vacation leave, personal leave, bereavement leave, jury duty leave, and sick time will be included as time worked in the computation of overtime.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: Permanent full-time unit employees shall be entitled to the following holiday leaves.

If the holiday falls on Sunday, the Town will observe the holiday on the following Monday. If the holiday falls on a Saturday, the Town will observe the holiday on the preceding Friday.

In cases of a conflict between state, national or traditional holiday observances, the national holiday will take precedence.

Holidays will be observed in accordance with federal holiday observance.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- General Election Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday*

***Employee's Birthday:** An employee may take another whole day off during the calendar year instead of employee's birthday. The employee must receive prior approval from the Superintendent of Highways to take the alternate day off.

8.1.2 Holiday Pay: An active full-time employee who does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay. Holiday pay shall be based upon eight hours for each of the above holidays.

To be eligible for a paid holiday, an employee must have completed the employee's probationary period.

8.1.3 Assigned to Work on a Holiday: An employee who qualified for a paid holiday will receive the employee's holiday pay plus regular pay for the hours the employee is required to work on a holiday.

8.1.4 Holiday Pay Requirements: An employee must work the *scheduled* workday before and the *scheduled* workday after a holiday to receive holiday pay.

8.1.5 Holiday Pay During Paid Leaves: Holidays occurring during an employee's vacation or when an employee is on sick leave shall not be charged against such vacation or sick leave.

8.2 Vacation Leave

8.2.1 Allowance (Back-loaded on Anniversary Date): An employee who has completed one year of continuous service will be credited with forty hours of paid vacation leave on the employee's anniversary date and again on the employee's second anniversary date.

An employee who has completed three years of continuous service will be credited with eighty hours of vacation leave on the employee's anniversary date and each anniversary date thereafter until the employee has completed eight years of continuous service.

An employee who has completed eight years of continuous service will be credited with one-hundred and twenty hours of vacation leave on the employee's anniversary date and each anniversary date thereafter until the employee has completed twenty years of continuous service.

An employee who has completed twenty years of continuous service will be credited with an additional eight hours of vacation leave on the employee's anniversary date and an additional eight hours each anniversary date thereafter so that after the employee's twenty-fifth year of employment the employee will receive one hundred and sixty hours of vacation leave credits thereafter.

8.2.2 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than thirty calendar days in the twelve months preceding the employee's anniversary date, including an unpaid leave of absence due to a Workers' Compensation claim, the annual allowance of

vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.2.3 Accumulation: Vacation time cannot be carried over to subsequent years but must be taken as accrued.

8.2.4 Scheduling: Employees must sign the annual vacation schedule calendar by April 1st of each year requesting up to two eligible weeks. If an employee has a third vacation week, the employee must request it be scheduled at least thirty calendar days prior to the requested vacation date. No vacation may be taken without the prior approval of the Superintendent of Highways, who will have sole discretion in scheduling vacations.

Vacation leave credits may not be used in less than four-hour increments.

No vacations will be given during the months of December, January and February; exceptions may be allowed with approval by Town Board.

No more than three employees shall be on vacation at any one time.

8.2.5 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave credits. All accrued vacation will be paid to the employee's estate upon the employee's death.

8.3 Sick Leave

8.3.1 Allowance: Each employee will be credited with eight hours of paid sick leave after completion of each month of employment.

Sick leave pay will be computed at the base rate for eight hours a day if the employees are then scheduled to work eight hours a day, or at the base rate of ten hours a day, if the employees are then scheduled to work ten hours a day.

8.3.2 New Hires: Employees must have completed their probationary period to be entitled to use paid sick leave. However, employees earn sick leave from their date of hire.

8.3.3 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers' Compensation claim.

8.3.4 Accumulation: Sick days may be accumulated to a maximum of one hundred fifty eight-hour days (1240 hours).

8.3.5 Use of Sick Leave: Paid sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments, which cannot be scheduled during non-work hours.

Employees may not take paid sick leave to extend time off, therefore, paid sick leave may not be taken in conjunction with holidays, vacations, or personal leave without a physician's certification verifying the employee's illness.

Paid sick leave can be used in minimum increments of one hour.

8.3.6 Notification of Sick Leave: Employees must give prompt notice of their illness to be eligible for paid sick leave. Employees who are unable to report to work due to illness or injury must notify the Superintendent of Highways or Working Supervisor as least fifteen minutes before the scheduled start of their workday if at all possible. The the Superintendent of Highways or Working Supervisor must also be similarly advised on each additional day of absence.

8.3.7 Medical Verification: The Town Board may require medical verification of an employee's absence if the Town Supervisor or the Town Board's Highway Committee perceives the employee is abusing sick leave. A physician's certification must be provided verifying the disability and stating its beginning and expected ending date(s).

8.3.8 Return to Work: The Town Board may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions. The Town Board will determine what documentation will be acceptable for determining the employee's restrictions.

8.3.9 Termination of Employment: No cash equivalent will be paid on termination, voluntary resignation or retirement for any sick days. The employee must take the sick days as sick days or lose them. However, if an employee has accumulated one hundred fifty sick days on retirement (1240 hours), the Employer will pay the employee one thousand dollars (\$1,000.00) on retirement.

8.4 Personal Leave

8.4.1 Allowance: Employees shall be credited, during each calendar year of full employment, with thirty-two hours of paid personal leave.

8.4.2 Date Credited: An employee will be credited on the first day of January of each year for the personal leave for the subsequent year.

8.4.3 New Employees: An employee hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment.

8.4.4 Accumulation: Personal leave credits will not be cumulative and must be used within the calendar year. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be transferred to the employee's sick leave credits.

8.4.5 Scheduling: Personal leave is for personal business which cannot be reasonably accomplished outside the regular workday or workweek. An employee must receive prior approval from the Superintendent of Highways to take personal leave. Personal leave credits may not be used in increments of less than one hour.

8.4.6 Termination of Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive cash payment for unused personal leave.

8.5 Bereavement Leave

8.5.1 Immediate Family: In the event of a death in the immediate family of an employee the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. "Immediate family" is defined as mother, father, spouse, child, stepmother, stepfather, stepchild, grandchild, grandparent, brother, sister, and parent-in-law.

8.5.2 Extended Family: In the event of a death of a full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for one scheduled workday to attend the funeral or memorial service. For purposes of bereavement leave, "extended family member" will mean the following: Sister-in-Law; and, Brother-in-Law.

8.6 Jury Duty Leave

8.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty.

8.6.2 Notification of Jury Duty: The employee must notify the Superintendent of Highways immediately upon receipt of a summons for Jury Duty.

8.6.3 Return to Duty: If Jury service is completed prior to 1:00 p.m., the employee shall be required to telephone the Employer's office and report to work if requested.

9 UNPAID LEAVE

9.1 Leave of Absence

9.1.1 Leaves for Emergencies: Leaves of absence by employees in the bargaining unit shall not be granted except for emergencies upon the recommendation of the Highway Superintendent with approval by the Town's Highway Committee.

9.2.2 Unauthorized Absence (AWOL): An employee who is absent from the employee's duties and responsibilities without the prior approval of the Highway Superintendent, or designated representative, shall be deemed A.W.O.L., shall receive no pay for the period of absence, and shall be subject to disciplinary action which may include dismissal. Further, the failure of an employee to resume the employee's duties and responsibilities at the expiration of any type of authorized leave or a failure to seek and gain the necessary approvals for an extension of said leave shall be considered an unauthorized absence.

10 MEDICAL – DENTAL - OPTICAL

10.1 Medical Insurance

10.1.1 Eligibility: The Town will make available a medical insurance plan and a prescription drug plan to each full-time employee and the employee's eligible family.

It is understood and agreed that all requirements to provide Health Insurance pursuant to this Article 10 will, for all purposes, cease and terminate on the expiration of this Collective Bargaining Agreement and will not survive this Collective Bargaining Agreement, notwithstanding any law, or contrary provision in this Collective Bargaining Agreement.

10.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided the requisite insurance forms have been completed. Eligible employees and dependents may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the insurance carrier.

10.1.3 Change in Insurance Plans: The Town may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan's benefit structure and provider network are substantially equivalent to the then current plan. On January 1, 2011 under the "high deductible plan", the Town will fund in full the "Health Savings Account" (HSA) for each enrolled employee to cover the \$2,600 annual deductible for an individual plan or \$5,200 annual deductible for a two-person or

family plan, as the case may be. In the event the annual deductible increases during the term of this collective bargaining agreement, the Town will fund that amount.

10.1.4 Premium Payment: All full-time regular employees will contribute thirty dollars a week toward the above contributions, which will be deducted from the employee's pay, pursuant to Internal Revenue Code §125, at each payroll period. The Employer will contribute the difference depending on the coverage chosen.

10.1.5 Medical Insurance for Retired Employees: All unit employees hired on and after January 1, 1991, and who thereafter retire, will not be covered by the Employer's Health Insurance Plan; the Employer will not pay any premiums therefore, and they will receive only such benefits as may be required by the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), if any. All unit employees on the Employer's payroll as of December 31st, 1990 will be "red circled" The Employer will pay for their retiree health insurance (whether single or family plan) up to the employee's age sixty-five (65). Thereafter, the Employer will pay only the supplemental portion of the health insurance premiums over what Medicare covers, with the sole option in Employer to enroll the unit retiree into whatever Health Insurance Plan the Employer has on its other Town employees or elected officials. However, it is understood and agreed that the spouse of a unit retiree, on the retiree's death, will have only whatever benefits are required under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") , if any.

10.2 Medical Insurance Buy-Out

10.2.1 Eligibility: A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance and prescription drug benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan, as the case may be, and will not be eligible for this buy-out.

10.2.2 Amount of Buy-Out and Method of Payment: Each year, an eligible employee will receive an amount equal to the annual premium co-payment for the alternate medical insurance plan (excluding dental and vision) multiplied by 1.32 plus one thousand dollars. In no event will the buy-out exceed \$7000. For example, if the annual premium co-pay for the alternate plan is \$2800, the amount of the buy-out would be $\$2800 \times 1.32 = \$3696 + \$1000 = \4696 . The buy-out is subject to applicable taxes.

10.2.3 Method of Payment: Partial payment of the buy-out will be made in the employee's regular paycheck for each pay-period the employee is eligible for the buy-out.

10.2.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets the eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

10.3 Vision and Dental

10.3.1 Eligibility: The Town will make available a vision and dental plan to each full-time employee and the employee's eligible family.

10.3.2 Change in Plans: The Town may change the vision and/or dental plans in place of the then current plans provided the alternative plan's benefit structure and provider network are substantially equivalent to the then current plan.

10.3.3 Premium Payment: The Town will pay for full premium.

11 DISABLED EMPLOYEES

11.1 Workers' Compensation Insurance

11.1.1 Reporting of Injury: Occupational injury must be reported to the Secretary to the Highway Department immediately after the occurrence. The Secretary to the Highway Department will complete and submit the required forms.

11.1.2 Use of Leave Credits: An employee may draw from the employee's sick leave, vacation, and personal leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be reimbursed for that portion of sick, vacation, and/or personal leave covered by insurance and the employee will be re-credited with the proportional amount of sick, vacation, and/or personal leave.

11.1.3 Continuation of Medical Insurance: The Town will continue medical insurance coverage in the event an employee incurs an on-the-job disability that is deemed to be a qualifying event in accordance with the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue medical insurance coverage in accordance with COBRA.

12 GENERAL PROVISIONS

12.1 Uniforms & Equipment

12.1.1 Uniforms: Employer shall provide a clean uniform for each day worked by the employee to a maximum of five clean uniforms a week.

12.1.2 Safety Shoes: The Employer will reimburse one-time up to one hundred dollars to each full-time employee each year of this Collective Bargaining Agreement for one pair of safety-toed shoes/boots. A corresponding receipt must be submitted to the Town Supervisor prior to reimbursement.

12.1.3 Protective Devices: The Employer will provide as required by law, hard hats, safety vests, safety chaps, safety glasses (non-prescription), ear plugs and clothing or equipment required to handle hazardous material, or if Employer mandated.

12.1.4 Wing Plows: Two people will be assigned to a vehicle for all plowing operations, when *operating* a wing plow.

12.2 Physical Examinations

12.2.1 Pre-Employment: A pre-employment physical examination will be required before hiring by a physician designated by the Employer at the Employer's expense.

12.2.1 Biennial Exam: As a condition of continued employment, a biennial physical examination will be required of every full-time employee by a medical examiner or physician selected by the Employer. The

examination must be scheduled by the Employer and completed in the first quarter of every odd-numbered year.

12.2.3 Verification: A statement from the examiner or physician affirming that the employee is able to perform his duties is required. The cost of the physical examination will be paid by the Employer.

12.2.4 Continued Employment: If the employee is not able to perform the normal duties of his job, the Superintendent of Highways shall have the right to layoff the employee until he is recertified to work but such recertification must be provided within six months or the employee may be discharged thereafter.

12.3 Drug Policy

12.3.1 The Town and Union hereby agree to a drug policy which is annexed hereto and incorporated herein as Exhibit "A".

12.4 Smoking Policy

12.4.1 The Town and Union hereby agree to a Smoking Policy which is annexed hereto and incorporated herein as Exhibit "B".

12.5 Safety Rules

12.5.1 All employees covered by this Agreement are required to adhere to safety rules as established by the Employer, including those set forth in Exhibit "C" attached hereto and made a part hereof.

12.6 Veterans and Military Rights

12.6.1 All employees covered by this agreement shall be afforded all rights and benefits required by Federal or New York State veterans or military laws governing leave time or reemployment rights.

13 DUE PROCESS PROCEDURES

13.1 Grievance Procedure

13.1.1 Definition of Grievance: In the event that any difference, dispute, or controversy should arise between the Union, an employee and the Employer over the application and interpretation of the terms of this Collective Bargaining Agreement, there shall be no work slow-down or work stoppage prior to the resolution of the difference or dispute. An earnest effort will be made to settle such differences immediately and in the following manner:

13.1.2 Formal Grievance Procedure: A grievance must be filed at Step 1 of the procedure through the use of the grievance form (to be provided by the Union) within five workdays of its occurrence. If no such notice is served in the time specified, the grievance will be barred. To be considered, a grievance must: 1) be reduced to writing; 2) cite the applicable contract provision(s) alleged to have been violated, stating all pertinent facts to the best of grievant's knowledge and belief; and, 3) be signed, dated and be delivered to the Superintendent of Highways.

13.1.3 Step One - Superintendent of Highways: The Union may file a formal complaint on behalf of an aggrieved employee(s). Formal grievances will be filed with the Superintendent of Highways. Within five workdays of receipt of the grievance, the Superintendent will meet with the grievant and/or the steward at

which time they will discuss the complaint. Within five workdays after the meeting, the Superintendent will render a written decision to the Union Business Agent and the grievant(s).

13.1.4 Step Two - Appeal to Town Supervisor: If the answer in Step One is unsatisfactory, the Union Business Agent may submit the grievance, within ten workdays from receiving the Step One response, or when the response should have been received, to Step 2 by serving written notice on the Town Supervisor. The Town Supervisor will hold a meeting within ten workdays of receipt of the written notice at which time the grievant and/or the Union's representative will discuss the complaint. A written decision will be rendered within five workdays after the hearing, which will be given to the Union Business Agent.

13.1.5 Step Three – Appeal to Town Board: If the decision in Step Two is unsatisfactory, the Union Business Agent and the Town Board will meet no later than the next regular Town Board meeting to resolve the dispute. The Town Board shall render its written decision within five workdays after the meeting, which will be given to the Union Business Agent.

13.1.6 Step Four – Mediation/Arbitration: If the Union is not satisfied with the response to the grievance at Step Three, the Union Business Agent may submit the matter to “med-arb” by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for “med-arb” must be filed within thirty calendar days from receiving the Step Three response or when the Step Three response should have been received.

The Town and the Union shall share the fees of “med-arb” equally. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this Collective Bargaining Agreement.

13.1.7 Time Limits: The Union must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

13.2 Disciplinary Procedure

13.2.1 Discipline for Just Cause: An employee may be disciplined (suspended without pay, reduced in position, or otherwise) and/or terminated for just and sufficient cause.

Any disciplinary action or discharge made within the probationary period, as specified in 5.4 of this Collective Bargaining Agreement, will not be subject to question by the Union or employee or made the subject of a grievance or arbitration.

Any of the hereafter specified causes shall constitute just and sufficient cause.

a) Abuse of Paid Leave: Habitual tardiness, unauthorized or excessive absence or abuse of sick leave.

b) Discourtesy: The use of discourteous action or language toward the general public or fellow employees.

c) Falsification of Records: The falsification of Town records, including misrepresentation in the Application for Employment Form.

d) Improper Use of Authority: The use by an employee of his/her position and/or authority for personal profit or advantage.

- e) Insubordination: A refusal to comply with a proper order by an authorized supervisor.
- f) Intoxication of Alcohol, Influence of Drugs, or Disgraceful Conduct: The act of disgraceful conduct at any time of day when such act and/or behavior threatens the order, safety or health of or the public respect for the Town government. Intoxication or disorderly conduct during the course of an employee's performance of the employee's duties and responsibilities. Intoxication as defined in this Section is an employee being under the influence of alcohol, drugs, or other substances to such an extent that, in the opinion of the Town Supervisor, or the Town Board, the individual poses a threat to the efficient, safe or orderly functioning of the Town of Windsor.
- g) Reasonable Effort: Failure to make a reasonable effort to perform any type of emergency duties and/or responsibilities in any position when requested to do so by a Supervisor.
- h) Theft or Destruction: The act of stealing and/or the careless or willful destruction of Town property.
- i) Unlawful Conduct: The violation of or refusal to comply with pertinent rules and regulations, when such action impairs the efficiency of or the public's respect for the Town government or which results in an employee's conviction of a misdemeanor or felony.
- j) Physical Violence: Any act or loss of control resulting in physical violence.
- k) Fraudulent Activities: Any act or activities of fraud, deceit, misrepresentation or concealment.
- l) Intentional Damage of Equipment: Any willful, intentional or reckless disregard resulting in the damage of Town equipment.
- m) Drug Conviction: Any conviction for drug related activities.
- n) Alcohol Conviction: Any conviction for driving while intoxicated or driving while impaired resulting in a loss of driver's license.

In all non-serious offenses the Town will follow the principle of progressive discipline (e.g. counseling, reprimand, suspension, demotion, etc. prior to termination).

13.2.2 Notice of Discipline: The Town Board shall provide the employee with a written Notice of Discipline, which shall contain the charges and specifications and the penalty. Simultaneously, a copy of the notice shall be given to the Union Business Agent. In case of a discharge, the Town Supervisor will notify the Union Business Agent, who shall have the right to investigate.

13.2.3 Disciplinary Hearing: If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Board. The appeal must be submitted in writing, within seven calendar days from receiving the Notice of Discipline. Within seven calendar days after receiving the appeal, the Town Board will meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Board shall issue a written response, which shall be given to the disciplined employee and the designated representative of the Union.

13.2.4 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town Board, the Union may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Board or when the response should have been received.

The Town and the Union shall share the fees of the arbitrator equally. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties.

13.2.5 Time Limits: The Union must adhere to the time limits set forth in this disciplinary procedure. In the event the Union does not advance the appeal to the next step within the established time limit, the appeal will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the Town Board.

13.2.6 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

14 EXECUTION OF AGREEMENT

14.1 Duration of Agreement

14.1.1 This Collective Bargaining Agreement shall be effective from January 1, 2011 through December 31, 2013, unless otherwise agreed to by the parties.

14.2 Embodiment of Agreement

14.2.1 This document constitutes the sole and complete Collective Bargaining Agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the Unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which may be subject to collective bargaining. Any prior commitment between the Town and the Union or any individual employee covered by this Collective Bargaining Agreement is hereby superseded.

14.3 Savings Clause

14.3.1 Should any provision of this Collective Bargaining Agreement be declared illegal by any court of competent jurisdiction, the parties shall honor the remainder of this Collective Bargaining Agreement and shall meet to renegotiate the provisions declared illegal.

14.4 Legislative Action

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

14.4.1 Resolution of deadlocks in collective bargaining: The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred twenty (120) days prior to the budget submission date for the purpose of attempting to mutually agree upon amendments to this Agreement. In the event of an impasse as defined in the law or any rule or regulation, both parties agree to submit to the procedure of the New York State Public Employment Relations Board in seeking a resolution thereof. This paragraph constitutes all notification requirements from both parties of the opening of this Agreement for negotiations. This provision is however subject to whatever rules and regulations the Public Employment Relations Board may have pertaining to Impasse Procedures.

14.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on November __, 2010.

TOWN OF WINDSOR

TEAMSTERS LOCAL 693

Randy Williams
Town Supervisor

Robert Firmstone
Secretary-Treasurer and Business Agent

Exhibit "A"

TOWN OF WINDSOR DRUG AND ALCOHOL POLICY

WHEREAS the use of alcoholic beverages and/or illegal drugs while on duty constitutes a threat to the health and safety of fellow employees and the general public; and

WHEREAS the Drug Free Workplace Act requires the Town of Windsor, if it is a direct recipient of a federal grant, to certify that it will provide a drug-free workplace as defined in the Act; and

WHEREAS it is in the best interest of the public and of the employees to provide a clearly delineated and uniform drug and alcohol policy:

All employees are forbidden to use or possess alcohol or illegal drugs at any time during the workday or anywhere within the work place.

Further, workers are forbidden to engage in any sale or other transaction involving illegal drugs on the premises.

The Town Supervisor, Superintendent of Highway, or a Town Board Member who has a reasonable suspicion that an employee is in an impaired or intoxicated condition during working hours may mandate that employee be tested for drug or alcohol levels. Testing will be provided by United Health Services at the employer's expense. If the employee is found to be impaired or intoxicated or if the employee refuses to be tested, he will be subject to immediate disciplinary action, including discharge. If the test reveals no impairment or intoxication he will return to his shift without any loss of time or salary.

Any violators of this policy shall be subject to disciplinary action, including discharge as provided by the Collective Bargaining Agreement or other law.

Employees working directly with Federal funds and subject to the Drug Free Workplace Act will receive an additional policy sheet governing the Act's requirements.

Employer will attempt to call the designated Union representatives who shall be present at the drug or alcohol testing site within one hour after the incident. Should a representative of the Union either be unavailable, unreachable, or fail to appear within the aforesaid hour, then the employee shall be required to take the required test, or be subject to disciplinary action, including discharge. The Employer's determination to require a drug or alcohol test shall be made by either the Town Supervisor, Superintendent of Highways or a member of the Town Board.

Exhibit "B"

**TOWN OF WINDSOR
SMOKING POLICY**

A mandatory non-smoking policy pursuant to law is hereby established so that there will be no smoking in enclosed publicly accessible places and in all enclosed Town workplaces or premises, except where expressly permitted.

Exhibit "C"

TOWN OF WINDSOR SAFETY POLICY

Each employee is expected to faithfully cooperate with the Town to the best of their ability regarding all matters of safety. Some of the ways in which your help is most necessary follow:

1. You should observe the safety bulletins posted. They present practical information and should help you to prevent accidents.
2. When working on roads put up "Men Working" signs as required.
3. When inflating any tire, it must be put into the OSHA approved guard cage as provided.
4. Use proper blocking before going under any jacked equipment or any suspended equipment.
5. Clean all oil spills off floor or machines immediately.
6. Tree crews must watch traffic carefully, have proper signage, and be careful to protect other employees and property before felling any trees or limbs and use safety equipment provided.
7. When leaving the Shop, the two assigned employees shall check the following:
 - ✓ lock all doors
 - ✓ turn off all lights not required
 - ✓ turn off main water valve to wash bay
 - ✓ turn off the air compressor
 - ✓ turn off the power washer
 - ✓ turn off the parts washer
8. Persons working in elevated locations or below (such as manholes) in open areas must place proper warning signs and, if possible, protect other workers by roping off any dangerous area.
9. Special care must be taken by those operating or driving Town equipment. Drive slowly and carefully at all times.
10. Good housekeeping in your work is essential.
11. Do not work on machines, pumps, conveyors, or other powered equipment unless you are sure the current is off.
12. When it is absolutely necessary to lift or move heavy material by hand, secure assistance before attempting the job.
13. You must not ride on the running board or hang on to the outside of cars, trucks, or other moving equipment.
14. You should wear clothing suitable for your work.
15. Safety shoes of the approved type should be worn by all employees.
16. You must wear a safety hat if you work in an area where safety hat regulations apply.
17. All tools and equipment must be kept in their proper places when not in use.

18. Defective tools or equipment should never be used.
19. Do not use ladders that are not in good condition. Ladders needing repair should be reported promptly. Use the proper ladder for the job and when the job is finished return the ladder to its proper storage place.
20. You should not operate a machine without having had instruction in its care and safe operation.
21. Safeguards must not be removed from machines except by order of the Highway Superintendent. If removed, they must be replaced immediately.
22. Wear goggles where appropriate.
23. Do not use machinery, tools, and electrical equipment in bad condition. Report same to the Highway Superintendent at once.
24. Employees shall be responsible for the equipment under his or her control.
25. Running, shouting, throwing objects and "horseplay" are strictly forbidden.
26. Keep yourself in physical condition to do a day's work.
27. Wear clothes suited to the job, gloves if needed. Use goggles and other protective equipment provided.
28. If you don't know how to do a job safely, ask the Highway Superintendent.
29. Faithfully use all safeguards provided.
30. Warn employees working above or below you.
31. When working with another employee, be sure he or she knows what you are going to do before you do anything which might injure him or her. Good teamwork promotes safety.
32. Have both hands free for going up or down ladders. See that ladders are firmly placed before using them. See that rungs are securely nailed.
33. Report unsafe conditions to the Highway Superintendent.
34. Get help for lifting heavy objects. Learn to lift the correct way.
35. Report all injuries promptly. Get immediate first aid.
36. Keep your mind on your job. Alertness prevents accidents.
37. Never try to oil, clean or adjust machinery while it is in use.
38. Never throw anything from a height unless you are sure no one is below.
39. Do not look at welders or cutters while they work. You may injure your eyes.
40. Do not wear ragged sleeves, loose coats, flowing ties, or loose jumpers while working around machinery.

41. Do not use improper or broken tools; they are dangerous.
42. Do not ride loads being lifted by cranes.
43. Do not get under loads which are being carried by cranes.
44. Do not hoist a load until it is securely made fast and balanced.
45. Never start machinery, operating valves, or change electrical switches until you know by personal investigation that it is safe.
46. Do not fix electrical equipment of any kind unless your work requires it.
47. Never turn compressed air on anyone nor on yourself. It is extremely dangerous.
48. Report hazardous conditions of which you learn to the Highway Superintendent.

Your comments or recommendations for added safety features would be welcomed by the Town. Your suggestions should be made to the Highway Superintendent.

Hospital Service and Medical Attention:

Whenever you are injured at work, you must have your injury treated immediately in order to obtain proper attention to prevent infection or other serious consequences. This applies to all employees and to all forms of injury, no matter how slight the injury may appear. Immediate treatment of minor injuries will often prevent them from becoming infected. You are especially asked not to treat your own wounds or injuries or to apply antiseptics, such as iodine and mercurochrome. First aid treatment should not be asked for and should not be given by fellow employees except in cases of extreme emergency, such as electric shocks, drownings, gas poisoning, or delay where waiting for better qualified aid may jeopardize a person's life.

In case of severe injury, do not move the injured employee unless he is in danger of receiving additional injuries if he is not moved.

Exhibit "D"

**TOWN OF WINDSOR
HIGHWAY DEPARTMENT
SENIORITY LIST**

Timothy D. Dodd	1/9/1984
William J. McIntyre	9/6/1988
Ronald K. Rambo	12/8/1988
Robert E. Brink	7/13/1989
Gregory L. Bronson	11/24/1990
David A. Kohlbach	1/1/1991
Floyd A. Bronson	3/23/1998
Charles E. Sickmon	5/29/1999
Gregg L. Story	1 1/8/1999
George M. Kutalek	9/30/2002
Jason T. Butler	10/7/2002
James F. Baxter	12/09/2006
Scott R. Chase	12/26/2006