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Union: **Corning Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Steuben County Local 851**

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BC
8438

600 hrs sick
32 Personal

COLLECTIVE BARGAINING AGREEMENT

between

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
LOCAL 851 STEUBEN COUNTY, UNIT 8722 TOWN OF CORNING**

and

TOWN OF CORNING

JANUARY 1, 2004 - DECEMBER 31, 2008

RECEIVED

APR 14 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I
PREAMBLE

This agreement is made pursuant to Article 14 of the Civil Service Law of the State of New York and entered into as of January 1, 2004 between the Town of Corning hereinafter referred to as the "Employer" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the Town of Corning Unit of the Steuben County Local 851, hereinafter referred to as the "Union".

ARTICLE II
RECOGNITION

Section 1

The Employer hereby recognizes the Union as the sole and exclusive negotiating agent for the Motor Equipment Operators (MEO). The Union reserves their right to petition PERB for any newly created positions they contend are properly placed in the bargaining unit.

Section 2

The Employer hereby extends unchallenged representation status to the Union, for the purposes of collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment, for the settlement of disputes or grievances arising thereunder, for the maximum period allowed by law.

ARTICLE III
NO STRIKE/NO LOCKOUT

Section 1

Pursuant to the provisions of Subdivision 3(b) of Section 207 of the Public Employee Fair Employment Law, the Union affirms:

That it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike and will not engage in a concerted stoppage of work or slowdown.

Section 2

Provided there has not occurred an action described in Section I above, the Town, its agents and/or representatives, shall not lockout or otherwise prevent any employee covered under this agreement from entering his/her designated work site and/or from performing the duties and functions of his/her job classification.

ARTICLE IV
MANAGEMENT RIGHTS

Retention of Managerial Prerogatives and Rights: Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Town, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work, to establish work standards and the scope of public service(s) to be rendered; to maintain the efficiency of various operations; to determine the personnel, methods, means and facilities by which operations are conducted; to establish work hours, to use independent contractors to perform work or services to subcontract or contract out, to expand, reduce, alter, combine, assign or cease any job, operation, or service; to control and regulate the use of machinery and technological innovations, facilities, equipment, and other property of the Town, to introduce new or improved service and maintenance methods, materials, machinery, and equipment; to issue, amend and revise policies, rules, regulations, and practices; to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Town and to direct the employees of the Town.

ARTICLE V
UNION RIGHTS

Section 1

CSEA shall have the sole and exclusive right to represent all employees in the defined bargaining unit in any and all proceedings under the Public Employee's Fair Employment Act.

Section 2

Representatives of CSEA shall have access to the premises of the Employer for the purpose of transacting necessary business regarding the interpretation or enforcement of this agreement subject to notification to the immediate supervisor and availability of the employee(s).

Section 3

The Employer recognizes the right of the employees to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances, disputes pertaining to

the terms of this agreement and other terms and conditions of employment and to visit employees during scheduled work hours subject to availability of the employee(s) and subject to reasonable limitation by the Employer.

Section 4

CSEA shall have the right to post notices or other communications on a designated bulletin board which is located at the Highway Building.

Section 5

A copy of the agenda for each meeting of the Town of Corning will be made available to the President of the Union or his/her designee upon request, subject to availability.

Section 6

Attendance at formal grievance presentations, labor management meetings or disciplinary hearings shall not be counted against an employee's leave accruals.

Section 7

CSEA will print and distribute copies of this agreement to unit members and will supply the employer with the appropriate number of copies for their use.

ARTICLE VI **IMPLEMENTATION**

PURSUANT TO SECTION 204-A OF THE NEW YORK STATE CIVIL SERVICE LAW, 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.

ARTICLE VII **SUPERCEDEURE**

Section 1

If any provision of this agreement shall be found contrary to law, then such provision shall be deemed invalid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

If any provision of this contract is found to be contrary to law, the parties to this contract agree to meet immediately for the purpose of negotiating a lawful replacement provision.

Section 2

This agreement shall supersede any rules, regulations or practices of the employer which shall be contrary to or incompatible with its terms.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1

For the purpose of this agreement, a grievance shall be defined as a dispute or controversy between an individual employee, more than one (1) employee, or the Union and the Employer arising out of the application or interpretation of this agreement. (See Appendix 1 for the form to be used).

Section 2

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure:

STEP ONE: The grievance shall be presented orally, within 20 working days of the event or action which is alleged to be a grievance or within 20 days from the date upon which the grievant should have known that a grievance existed. If time frames are not adhered to the grievance will automatically be waived and otherwise stopped from proceeding. The oral presentation will be by the aggrieved employee(s), to the immediate supervisor with or without the employee's union Representative, at the employee's option. If discussion of the grievance with the immediate supervisor does not result in resolution of the grievance, than within five (5) working days the grievant(s) may proceed to Step Two.

STEP TWO: The aggrieved employee(s) with his union Representative, may submit the grievance to the designated representative of the Town, who within ten (10) working days after receipt of the written notice of the grievance, will convene a meeting between the employee(s), the Union representative and the immediate supervisor and/or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not settled within ten (10) working days following the meeting, the grievant(s) may proceed to Step Three/arbitration.

Section 3

Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step. However, either party may request, in writing, an extension of the time limits and such extension will not be unreasonably denied.

Section 4 - Arbitration

In the event that a grievance is unresolved after being processed through all the above steps, or having moved through the process by default, than not later than thirty (30) calendar days after the time limits required by this procedure have run out, the Union may submit the grievance to arbitration by notifying the Employer of its intention to do so.

Upon written notice to the Employer the Union will request the: NYS Mediation Board - State Office Building - Room 410 - 65 Court Street - Buffalo, New York 14202 - (716) 847-7160, to assign a staff arbitrator. Such arbitrator will be supplied at no cost to either the Employer or the Union.

Section 5

The arbitrator shall have no power to add to, subtract from or modify any provisions of this agreement.

Section 6

No arbitrator shall decide more than one grievance at the same hearing or series of hearing except by mutual consent between the Union and the Employer.

Section 7

All decisions of the arbitrator shall be final and binding on both parties.

Any costs incurred in conjunction with an arbitration shall be borne equally by both the Employer and the Union. However, either party shall be responsible for the other parties expenses of witnesses or participants called by the other.

ARTICLE IX DISCHARGE AND DISCIPLINE

The disciplinary protection provided for in Section 75 and 76 of Civil Service Law will be afforded to all employees of the bargaining unit upon completion of two (2) years of service.

Permanent employees may not be discipline or dismissed after two years of service, except for incompetence and/or misconduct, shown after a hearing upon stated charges.

The foregoing excludes employee counseling and counseling memoranda.

ARTICLE X
SICK LEAVE

Section 1

Each employee shall be permitted to accumulate up to 75 days to be applied toward time off due to illness or injury to the employee or to a member of the employee's family.

Upon retirement "money due" shall include, but not be limited to, wages, accrued vacation and personal leave credits. In the case of retirement, "money due" shall also include unused and accrued sick leave credits but the sick leave credits that are payable shall not exceed five (5) days if employee leaves after ten (10) years of service for reasons other than disciplinary.

Section 2

Sick leave shall be accumulated at the rate of one day per month after six months of service.

Section 3

The employer will be notified on the first day of any employee's absence concerning the nature of the illness and probable duration of the absence.

The employer may require as a condition of sick leave payment, a statement from the employee's doctor when continuous sick exceeds five (5) consecutive work days or more.

In the case of chronic absenteeism however, medical proof of the cause of the absence may be required at any time. Should the employer suspect abuse of sick leave by an employee, the Employer shall:

- A. Notify the employee, in writing, that such abuse is suspected and that such notification serves as a warning that the employee's use of sick leave is being monitored for possible abuse and/or misuse.
- B. Should the pattern of suspected abuse/misuse continue, the Employer shall notify the employee, in writing, that for a period not to exceed one (1) year, all occasions of sick leave utilization by that employee will require a physician's statement to be provided by the employee to the employer.

- C. Should the employee not provide a doctor's statement in accordance with paragraph "B" above, the employee will be deemed to be absent without leave and will not be paid for such day.
- D. Should the abuse/misuse of sick leave continue, or should an employee refuse to comply with paragraph "B" above two (2) or more times in a twelve month period, the employee may be subject to discipline in accordance with the following:
 - a) First Offense - A fine not to exceed \$100.00.
 - b) Second Offense - A suspension not to exceed five (5) days.
 - c) Third Offense - A suspension not to exceed thirty (30) days.
 - d) Fourth Offense - Termination.

Section 4

Sick leave will be paid at the appropriate hourly rate of the employee at the time the leave is taken and at the appropriate number of hours being worked at the time it is taken.

Section 5

Sick leave may be taken in one hour increments and may be used for required visits to a doctor or dentist.

Section 6

Employees covered by Worker's Compensation shall not be required to charge their sick leave accruals.

Section 7

The employee may elect to apply for disability insurance rather than use their accumulated sick days. The employer shall provide for such coverage at the Employer's expense.

**ARTICLE XI
WORKER'S COMPENSATION**

Town employees shall be covered under Worker's compensation Insurance which protects them from loss of income and expenses incurred in the event of injury suffered as a result of the performance of their job duties. All injuries sustained as a result of the performance of an employee's job must be reported promptly by the employee in writing to the Department head.

ARTICLE XII
PERSONAL BUSINESS DAYS

All employees shall be granted four (4) days of personal business leave after six months of service. Such leave will be credited effective January 1 of each year. No reason shall be required for such leave if at least twenty-four hours notice is provided.

Unused personal leave shall not be accumulated but any unused days shall convert to sick days at the end of each year.

Requests must be submitted prior to taking the time off but approval shall be considered granted if denial is not received by the employee two days prior to scheduled day. Such approval shall not be unreasonably denied. Personal business leave shall be at the discretion of the Department head.

ARTICLE XIII
JURY DUTY

Any employee serving as a juror or waiting in a court for selection shall receive the difference between their jury pay and their daily wage.

ARTICLE XIV
BEREAVEMENT LEAVE

- A. This is leave with pay for a death.
- B. The limit an employee shall receive pay for bereavement leave shall be three days per occasion.
- C. Where there has been a death in the immediate family, the employee will be paid for time lost from his/her regular work schedule to a maximum of three (3) days per incident of death normally not to exceed the day following internment. Immediate family shall include mother, father, step parent(s), sister, brother, step children, wife, husband, son, daughter, adoptive child, foster child, grandchild, brother-in-law, sister-in-law, grandmother, grandfather, mother-in-law, father-in-law.
- D. If more time is needed, it would be at the discretion of the employer.

ARTICLE XV
PAID HOLIDAYS

Section 1

The Town will observe the following as paid holidays:

- 1) New Year's Day
- 2) Either Martin Luther King Day or floating holiday (employee's choice) [retroactive to 01/01/01] [eight (8) hours].
- 3) President's Day
- 4) Good Friday
- 5) Memorial Day
- 6) Independence Day
- 7) Labor Day
- 8) Columbus Day
- 9) Veteran's Day
- 10) Thanksgiving Day
- 11) Day after Thanksgiving Day
- 12) Christmas Day
- 13) Day after Christmas Day

Highway Personnel may use first day of deer season or day after Thanksgiving, but not both.

Section 2

When any of the above specified holidays falls on a Sunday, that holiday shall be observed on the following Monday by all employees.

Section 3

When any of the above specified holidays falls on a Saturday, that holiday shall be observed on the preceding Friday by all employees.

Section 4

If a holiday should fall on an employee's scheduled day off, he will receive pay for that holiday or he will receive another day off which is mutually agreed upon by both parties. The employee shall determine whether he or she shall receive pay or the day off. Such holiday pay shall be at the straight time hourly rate.

Section 5

In the event it becomes necessary for an employee to work on any of the above designated holidays, or days that are specified in Section 2 and 3 above, the employer shall be granted pay at time and one-half appropriate hourly rate for all hours worked. This shall be in addition to their holiday pay.

ARTICLE XVI
VACATION

Section 1 - Vacation Schedule

- A. 1 week after 1 year
- B. 2 weeks after 2 years
- C. 3 weeks after 5 years
- D. 4 weeks after 15 years

Section 2

All employees are required to give their Department Head a five day notice before they go on vacation. Vacations cannot be accumulated. Vacations will be paid according to regular work week. Vacations must have prior approval of the Department Head. Vacations not taken by December 31, will be forfeited.

Section 3

If the operational needs of the Town require the denial of advance requested vacation time, employees shall be permitted to carry over requested vacation or be paid out for same. Choice of carry over or payment shall be at the employee's discretion.

Section 4

Seniority shall be the determining factor for vacation requests when there is more than one request for the same period.

Section 5

Accumulated vacation shall be paid at the time of separation from employment, whatever the reason for the separation.

ARTICLE XVII
COMPENSATORY TIME

Section 1

Compensatory time may be accumulated up to a maximum of forty (40) hours. Accruals must be reduced below that cap before additional comp hours can be accrued.

Section 2

Employees must claim compensatory time off no later than sixty (60) days from the date it is earned. If they request such time off and it is denied they will be paid for the hours and their accruals appropriately reduced.

ARTICLE XVIII
DUES CHECK OFF AND UNION SECURITY

Section 1

The Employer shall deduct from the wages of the employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues for those employees who have signed an appropriate payroll deduction authorization(s) permitting such deduction(s).

The Union, as the exclusive representative of the employees within the bargaining unit represented by this agreement, shall have agency shop fee deductions made from the wages of those employees who are not members of CSEA, in an amount equivalent to the membership dues and the employer shall remit the amount so deducted in a separate check made payable to CSEA Inc. along with a listing showing the name, social security number, amount deducted, annual salary and job title and purpose of the deduction.

The Employer agrees to remit such monies exclusively for the Union as the recognized exclusive negotiating unit for the employees at the close of each payroll period.

The Union shall hold harmless the Employer from any claims, suits, judgments or other forms of liability that may arise as a result of the Employer's action in deductions dues or agency shop fees as provided under this Article.

Section 2

The Employer shall furnish the Union with a complete list of names, home addresses, work locations and position titles of all employees in the negotiating unit covered by the agreement, and will within thirty (30) days after the end of each pay period, furnish the Union with a listing of newly hired, reinstated, transferred or terminated employees in the unit. Such list will also specify if employees are members or agency fee payers.

ARTICLE XIX
WORK HOURS/WORK WEEK

Section 1

Normal work schedule will be Monday through Friday from 7:00 a.m. - 3:00 p.m. Beginning with the last pay period in April to the last pay period in September, employees may work four (4) ten (10) hour days Monday through Thursday from 7:00 a.m. to 5:00 p.m.

However, when circumstances require, the Department Head may alter the work schedule of any employee, within reason with prior notification.

Section 2

If a ten (10) hour day - four (4) day work week is to be implemented in any given year, twenty (20) days notice of this implementation will be provided to all affected employees.

Section 3

Any hours worked beyond the schedules outlined in Sections 1 and 2 will be paid at time and one half (1 1/2) the employee's daily rate for the hours worked.

Section 4

Employees may elect to be compensated for overtime by choosing either comp time or pay. Either choice will be computed at one and one half (1 1/2) the employee's daily rate.

Section 5

Credit for comp time or overtime pay shall be posted in the next full pay period following the earning of same.

Section 6

Employees shall be paid for a twenty (20) minute lunch period, year round, Monday through Friday.

Section 7

When an employee is called to work during his/her scheduled time off, all hours worked will be paid for at one and one-half (1 1/2) times his/her regular hourly rate. An employee will be guaranteed at least two hours pay at one and one-half (1 1/2) times his/her regular hourly rate (not retroactive).

ARTICLE XX **PAY PERIODS**

Employees will be paid biweekly on every other Tuesday for the pay period ending on the day the paycheck is issued.

Statement of earnings and deductions to date as well as leave accruals will be supplied biweekly as well.

ARTICLE XXI
REIMBURSED TRAVEL

Section 1

Employees who find it necessary to use their own vehicles in the normal course of their work will be reimbursed at .28 cents per mile for mileage. Such requests for reimbursement will be supported by appropriate documentation. Reimbursement will be made once per month and such request must be submitted by the 10th day of the month on a standard voucher and must be approved by the Town of Corning Board.

Section 2

All travel outside the County of Steuben must be authorized in advance by the Department Head. Reimbursement shall be up to a maximum of \$50.00 per day for meals and all requests will be supported by a receipt. Tolls and parking fees will be reimbursed for actual expenses upon submission of a receipt. Overnight accommodations shall require prior approval and will be reimbursed upon submission of a voucher and must be approved by the Town of Corning Board.

ARTICLE XXII
HEALTH INSURANCE

All full time employees may elect membership in the group medical insurance plan #10307-00 in effect for employees of the Town of Corning (refer to Appendix 3). Individual coverage shall be fully paid by the employer, and employees choosing family coverage shall pay 30% of the premium, and the Employer shall pay 70% of the premium for the family plan.

Waiting periods shall be as established by the health insurance provider.

Effective January 1, 1997, the per person Master Medical deductible amount will be \$100.00 per calendar year for those with family coverage.

An employee may select either the existing health care plan provided by the Town or the Blue Cross/Blue Shield offering known as "Blue Point".

ARTICLE XXIII
RETIREMENT

All employees of this bargaining unit shall be enrolled as members of the New York State Employees Retirement System and covered by the appropriate benefits and regulations of that system, as the same may be amended or required by the State of New York.

ARTICLE XXIV
WAGES

Wages are retroactive to January 1, 2004 (see Appendix 4).

January 1, 2004 - December 31, 2004: \$.45 per hour per employee plus agreed upon leveler (if employee is due leveler).

January 1, 2005 - December 31, 2005: \$.45 per hour per employee plus agreed upon leveler (if employee is due leveler).

January 1, 2006 - December 31, 2006: \$.45 per hour per employee plus agreed upon leveler (if employee is due leveler).

January 1, 2007 - December 31, 2007: \$.45 per hour per employee plus agreed upon leveler (if employee is due leveler).

January 1, 2008 - December 31, 2008: \$.45 per hour per employee plus agreed upon leveler (if employee is due leveler). Employees in a higher hourly pay rate to receive \$.20 per hour plus \$520 lump sum.

ARTICLE XXV
LAYOFF PROCEDURE

Permanent employees are to be laid off within title on the basis of seniority in accordance with Civil Service Law.

Consistent with the Civil Service Law, where there are provisional or probationary or temporary employees in the same title, such employees will be displaced first in order to provide continued employment to those affected permanent employees.

ARTICLE XXVI
JOINT LABOR MANAGEMENT AND SAFETY COMMITTEE

The Employer agrees to establish with the Union a joint committee to address labor/management and safety issues that may arise. The Committee will meet at least quarterly and will schedule meetings so as not to interfere with major operational activities.

ARTICLE XXVII
CDL RENEWAL

The Town of Corning shall reimburse employees for the cost of the following licenses: CDL-A and CDL-B.

ARTICLE XXVII
NEW HIRES

New employees shall start at \$11.75 per hour for the duration of the one (1) year probationary period. Once the probationary period has been successfully completed, the new hire shall advance to the same hourly rate as those employee's working towards the leveler.

**APPENDIX I
GRIEVANCE FORM**

Name: _____ Date of Hire: _____

Social Security Number: _____

Home Address: _____

Home Phone Number: _____

Department or Agency: _____

Job Title: _____

Name(s) of Supervisor(s): _____

STEP 1

Contract Article violated or involved: _____

Date of occurrence: _____

STATEMENT OF FACTS (include names, dates, what happened):

Remedy Sought: _____

Grievant's Signature: _____

Date Submitted: _____

1st STEP DECISION

Date: _____ Supervisor's Signature: _____

Rejected: _____

Sustained: _____

DECISION (use additional sheets is necessary): _____

Date Decision received by Grievant: _____

Grievant's Signature: _____

The above decision is satisfactory: _____

I wish to appeal the above decision (YES or NO) _____

STEP 2

Determination Attached

Date Decision Issued: _____

Reviewer's Signature: _____

The Above Decision is Satisfactory: _____

I wish to appeal the above decision (YES or NO) _____

Date: _____ Grievant's Signature: _____

STEP 3

Determination Attached

Date Decision Issued: _____

Reviewer's Signature: _____

The Above Decision is Satisfactory: _____

I Wish to Appeal the Above Decision (Yes or No) _____

Date: _____ Grievant's Signature: _____

Copies to: (1) Original to Employer; (2) Employee; (3) Unit President;
(4) Local President; and (5) Labor Relations Specialist

APPENDIX II
DRUG AND ALCOHOL TESTING PROGRAM

In order to comply with CFR 49 Part 40 and 382 the Town of Corning will adopt the following program.

Federal Standards will apply to all Town employees but only CDL (Commercial Drivers License) holders will be subject to the testing.

A. Testing

1. Pre-Employment Testing: Required for any new employee coming into a position that requires a CDL. A new employee will pay for the cost to administer the test if the test results are positive.
2. Post-Accident: Required when an accident involves a fatality or driver is issued a ticket for a moving violation as a result of an accident.
 - a. Alcohol test must be done within 8 hours.
 - b. Drug test must be done within 32 hours.
3. Random: 50% of CDL holders tested for drugs and 25% tested for alcohol. Percentages can change from year to year as determined by FHWA. (Federal Highway Administration).
4. Reasonable Suspicion: Any CDL holder can be required to submit to a test once his/her immediate supervisor has made a determination that the employee is under the influence of drugs or alcohol as outlined in the training to be given to each supervisor. The supervisor training will conform to CFR 49 Part 382.603.
5. Return to Duty:
Required before any employee with a positive drug test or a positive alcohol test above .04 can return to work.
6. Follow-Up Testing
An employee with a positive drug test or a positive alcohol test above .04 will be subject to a minimum of 6 unannounced tests within 12 months following return to work. Testing can continue for up to 60 months based on the recommendation of a SAP (Substance Abuse Professional).

B. Training

1. All CDL holders will receive a minimum of 1 hour of training covering this program and testing procedures.
2. All supervisors will receive a minimum of 2 hours of training covering this program, testing procedures and how to recognize a person who is using alcohol or drugs.

C. Individual's Notification to be Tested:

1. Edward Castellana or Robert Biehl will contact individuals by phone and inform them of when and where to go for testing.
2. Individual's Supervisor will also be informed.

D. Transportation to and from Test Site:

1. Individuals will use a town vehicle whenever possible.
2. Vehicle should be smallest vehicle available.
3. In the event any employee tests above .02 for alcohol, that individual will wait at the test site for transportation back to work site.

E. Drug Testing:

1. Refusal to be tested will be considered a positive test.
 - a. Failure to arrive at the test site by the time specified will be considered a refusal.
 - b. Employee has 72 hours to request second sample be tested by another lab.
 - c. Employee must be removed from job.
 - (1) Time an employee can use:
 - (a) 1st offense - vacation, sick, personal
 - (b) 2nd offense - non-paid leave
 - (2) Disciplinary measures
 - (a) 1st offense - incident notice
 - (b) 2nd within 18 months - bring charges for dismissal
 - d. Employee must be referred to a SAP (Substance Abuse Professional).
 - (1) SAP will evaluate employee to see what if any assistance is needed.
2. Employee return to work when a negative test is conducted and SAP has confirmed that employee is conforming to the evaluation.

F. Alcohol Testing:

1. Test with a result of less than .02 will be considered a negative test.
2. Refusal to be tested will be considered a positive test above .04.
 - a. Failure to arrive at the test site by the time specified will be considered a refusal.

3. Test of .02 but less than .04
 - a. Employee must be removed from job until the start of the employee's next regularly scheduled duty period, but no less than 24 hours following administration of the test.
 - (1) Time an employee can use:
 - (a) Employee must be removed from job until the start of the employees next regularly scheduled duty period, but not less than 24 hours following administration of the test.
 - (2) Time an employee can use.
 - (a) 1st offense - vacation, sick, personal
 - (b) 2nd offense - non paid leave
 - (c) 3rd offense - non paid leave
 - (3) Disciplinary measures:
 - (a) 1st offense - incident offense
 - (b) 2nd within 18 months - bring charges
 - (c) 3rd within 18 months of 1st - dismissal
4. Test at .04 or above
 - a. Employee must be removed from job.
 - (1) Time an employee can use:
 - (a) 1st offense - vacation, sick, personal
 - (b) 2nd offense - non paid leave
 - (2) Disciplinary measures
 - (a) 1st - incident notice
 - (b) 2nd - within 18 months - bring charges for dismissal
 - b. Employee must be referred to SAP.
 - (1) SAP will evaluate to see what if any assistance is needed.
5. Employee return to work
 - a. Upon being tested with a level below .02.
 - b. SAP has confirmed that employee is conforming to the evaluation.



**BlueCross BlueShield
of Central New York**

An  Excellus Company

221 West Church Street
Elmira, New York 14901
Phone: (607) 734-1551

APPENDIX 3

TOWN OF CORNING

GROUP # 10307-00

HEALTH BENEFITS:

BLUE CROSS: 70 Day Hospital, Includes Nursery Care, Outpatient Diagnostic,
Student to age 25

BLUE SHIELD: Select Blue, Student to age 25

MASTER MEDICAL: \$50 Deductible, Student to age 25, \$1,000,000 Lifetime
Maximum

The above outline is intended as an easy-to-read description of benefits. Official benefits and conditions are contained in the Blue Cross and Blue Shield contracts.

04/19/00

70 DAY HOSPITAL COVERAGE

Blue Cross and Blue Shield will pay the following benefits for services consistent with diagnosis and treatment of conditions for which hospitalization is required. Covered services are paid in full in member hospitals. **PRECERTIFICATION IS REQUIRED FOR ALL INPATIENT HOSPITAL ADMISSIONS.**

HOSPITAL ADMISSIONS:

MEMBER FACILITIES

... Up to 70 Days per Admissions (Readmission in less than 90 Days considered same admission)	COVERED IN FULL *
... Semi-Private Room Private if Medically Necessary	COVERED IN FULL
... Intensive Care	COVERED IN FULL
... Use of Operating Room, Delivery Room, Recovery Room & other Specialty Rooms	COVERED IN FULL
... All Laboratory Services & X-Rays	COVERED IN FULL
... Use of Physiotherapy Services	COVERED IN FULL
... Radiation Therapy, EEG, EKG, etc	COVERED IN FULL
... Drugs, Medications, Dressings, Sera	COVERED IN FULL
... Maternity including Nursery Care	COVERED IN FULL
... Anesthesia Supplies & Equipment	COVERED IN FULL
... Administration of Blood & Plasma but not including blood	COVERED IN FULL

OUTPATIENT

... Accidental Injury	COVERED IN FULL
... Medical Emergency(Conditions that places life or bodily functions in danger)	COVERED IN FULL
... Same Day Surgery	COVERED IN FULL
... Pre-Admission Testing (if surgery takes place within 7 days)	COVERED IN FULL
... Diagnostic X-Rays & Lab Tests Physical Therapy <u>following hospitalization</u>	COVERED IN FULL
... Home Health Care - 40 Visits	COVERED IN FULL
... Skilled Nursing Care - non custodial care in approved SNF- two days in SNF = 1 hospital day	COVERED IN FULL
... Hospice Care - 210 Visits/5 Bereavement	COVERED IN FULL
... Outpatient Alcohol/Substance Abuse Counseling- 60 Visits per year in JCAH approved facility	COVERED IN FULL

APPENDIX IV

TOWN OF CORNING

Wage Increase(s):

Crawford, Gee, Manning, Taylor, Thomas

January 1, 2004 - December 31, 2004	$\$12.08 + .45 \text{ (wage increase)} + .30 \text{ (leveler)} = \12.83
January 1, 2005 - December 31, 2005	$\$12.83 + .45 \text{ (wage increase)} + .30 \text{ (leveler)} = \13.58
January 1, 2006 - December 31, 2006	$\$13.58 + .45 \text{ (wage increase)} + .30 \text{ (leveler)} = \14.33
January 1, 2007 - December 31, 2007	$\$14.33 + .45 \text{ (wage increase)} + .30 \text{ (leveler)} = \15.08
January 1, 2008 - December 31, 2008	$\$15.08 + .45 \text{ (wage increase)} + .30 \text{ (leveler)} = \15.83

Fields, Hurd, Good

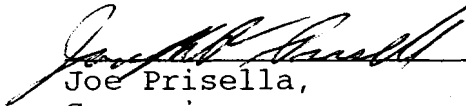
January 1, 2004 - December 31, 2004	$\$13.83 + .45 \text{ (wage increase)} = \14.28
January 1, 2005 - December 31, 2005	$\$14.28 + .45 \text{ (wage increase)} = \14.73
January 1, 2006 - December 31, 2006	$\$14.73 + .45 \text{ (wage increase)} = \15.18
January 1, 2007 - December 31, 2007	$\$15.18 + .45 \text{ (wage increase)} = \15.63
January 1, 2008 - December 31, 2008	$\$15.63 + .20 \text{ (wage increase)} = \15.83 (plus \$520 lump sum bonus on January 1, 2008)

ADDENDUM
to
1/1/98 - 12/31/00
CONTRACT

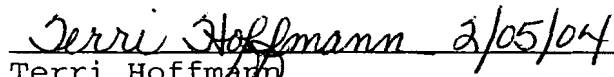
Uniforms: Town will provide each full time employee with an annual clothing allowance of five hundred fifty (\$550) dollars to be paid in January of each year (taxes would be deducted) or five hundred fifty (\$550) dollars for uniform allowance, receipt required (would not appear on employee's W-2). The employee can spread the \$550 dollar uniform allowance out over the year (January 1st - December 31st). [prorated depending on when tentative agreement is signed]

TOWN OF CORNING

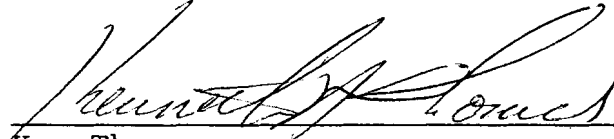
CSEA



Joe Prisella,
Supervisor



Terri Hoffmann,
Labor Relations Specialist




Ken Thomas,
Unit President

THE TERMS OF THIS AGREEMENT SHALL BE EFFECTIVE JANUARY 1, 2004 TO
DECEMBER 31, 2008, BOTH DATES INCLUSIVE


THE PARTIES HERETO SHALL HAVE CAUSED THIS AGREEMENT TO BE SIGNED
BY THEIR DULY AUTHORIZED OFFICERS THIS DAY.

TOWN OF CORNING

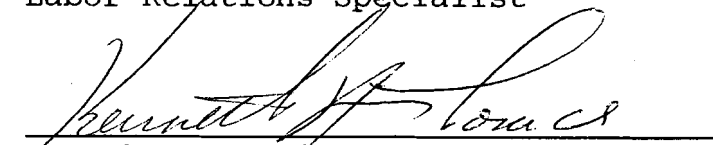
CSEA



Joe Prisella,
Supervisor



Terri Hoffmann
Labor Relations Specialist



Ken Thomas, Unit President



