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**AGREEMENT**

**Between**

**TOWN OF WOODBURY**

**And**

**TOWN OF WOODBURY  
POLICE BENEVOLENT ASSOCIATION, INC.**

**(DISPATCHERS)**

**JANUARY 1, 2006 THROUGH DECEMBER 31, 2009**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**JUL 08 2009**

**ADMINISTRATION**

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This **AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the **TOWN OF WOODBURY** (hereinafter "Employer") and the **TOWN OF WOODBURY POLICE BENEVOLENT ASSOCIATION, INC.** (hereinafter "PBA"), representing all full-time and part-time Dispatchers (hereinafter "employees").

## **ARTICLE 1**

### **DEFINITIONS**

For the purpose of this Agreement, the following terms shall be deemed to have the meaning set forth as follows:

A. **EMPLOYER** - The Town Board of the Town of Woodbury, or any designated representative thereof.

B. **PBA** - The Town of Woodbury Police Benevolent Association, Inc.

C. **FULL-TIME DISPATCHER/EMPLOYEE** - A Dispatcher of the Town of Woodbury Police Department who works in excess of twenty (20) hours per week.

D. **PART-TIME DISPATCHER/EMPLOYEE** - A Dispatcher of the Town of Woodbury Police Department who works less than twenty (20) hours per week.

E. **SENIOR DISPATCHER** - A full-time Dispatcher appointed by the Chief of Police.

F. **LENGTH OF SERVICE** - The total amount of calendar time from the date an employee began duty with the Employer as a full-time Dispatcher, plus any prior service, granted by resolution of the Town Board, for employment as a Dispatcher with another municipality.

G. **FULL-TIME PERMANENT EMPLOYEE** - A new full-time employee shall be deemed a full-time permanent employee upon the completion of one (1) year probation, recommendation of the Chief of Police, or Supervisor In Charge, and the approval of the Orange County Civil Service Department.

H. **SUPERVISOR IN CHARGE** - The person in charge of the Police Department in the absence of the Chief of Police.

All provisions under this Agreement shall become effective on January 1, 2006, unless otherwise stated.

## **ARTICLE 2**

### **STATEMENT OF POLICY**

It shall be the policy of the Employer to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted operation of government. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting employees the right of organizational representation concerning the determination of the terms and conditions of employment.

## **ARTICLE 3**

### **RECOGNITION OF PBA**

The Employer, pursuant to the Public Employees' Fair Employment Act and Civil Service Law of the State of New York, does hereby recognize the PBA as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other conditions of employment for all full-time and part-time Dispatchers of the Police Department of the Town of Woodbury.

The PBA shall have access to said employees and shall be able to meet with them at any time so long as work schedules are not affected.

The PBA affirms that it does not assert the right to strike against the Employer, to assist or participate in any strike against the Employer, to encourage or condone any such strike or to impose upon its members an obligation to assist, conduct or participate in such strike or job action, speed up or slow down, or similar action of individuals or units.

The PBA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer for a reasonable time. Said notices shall deal with legitimate PBA business and examination announcements issued by Orange County and/or New York State.

Except as otherwise noted, nothing herein contained shall be deemed to impair or diminish any existing condition of employment more beneficial to the employee than those provided for herein.

## **ARTICLE 4**

### **DEPARTMENT VACANCIES**

The Department's PBA representative shall be immediately notified of any vacancy or new position to be filled.

In the event such vacancy or new position shall be of a competitive nature requiring a qualifying examination, the Employer shall request a promotional examination from the Orange County Personnel Office. Nothing herein contained shall act to bar appointment of any employee provisionally pending examination, which the Employer agrees to implement in accordance with the provisions hereof.

## **ARTICLE 5**

### **WORKDAY, WORKWEEK AND WORK SCHEDULE**

#### **Workday and Workweek**

The scheduled workday shall be eight (8) hours within the scheduled tour of duty as set forth in this Article. The scheduled workweek shall not exceed forty (40) hours within the work schedule as set forth in this Article, with a meal period included in the workday.

#### **Work Schedule**

The work schedule for all full-time employees shall be Monday through Friday, with Saturday and Sunday as pass days. No employee shall be removed from his/her respective work schedule as set forth herein. In the event of an emergency, however, a full-time employee may be directed/ordered to report to work by the Chief of Police, or designee.

The work schedule described herein may have a full-time employee scheduled to work less than forty (40) hours in a workweek. In that event, the Employer shall pay that employee for forty (40) hours as if they had worked. Employees retain the right to "mutually switch/swap" tours of duty with prior approval of the Chief of Police, or designee, which shall not be unreasonably denied.

#### **Tours of Duty**

There shall be three (3) permanent tours of duty for all full-time Dispatchers as follows:

"A" line	-	11:00 p.m. to 7:00 a.m.
"B" line	-	7:00 a.m. to 3:00 p.m.
"C" line	-	3:00 p.m. to 11:00 p.m.

A full time Dispatcher shall be assigned to a specific tour of duty upon hire and shall continue working that tour of duty during his/her employment.

A part-time Dispatcher shall be assigned to any of the above named tours of duty by the Chief of Police, or designee, on the basis of Departmental staffing needs.

The tours of duty and workdays to which full-time Dispatchers are assigned shall be stated on the monthly Department work schedule. The work schedule shall be posted two (2) months in advance, prior to any reduction for authorized leave time.

Under no circumstances shall the work schedule be used for disciplinary purposes, and any and all differences with regard to the existing work schedule shall be subject to the grievance procedure of this collective bargaining agreement. Employees shall not be responsible for obtaining coverage for requested leave off from their regular tour of duty.

Effective April 1, 2009, there shall be three (3) permanent tours of duty for all employees as follows:

"A" Line	-	11:00 p.m. to 7:00 a.m.
"B" Line	-	7:00 a.m. to 3:00 p.m.
"C" Line	-	3:00 p.m. to 11:00 p.m.

The bidding of the permanent tours of duty shall be by seniority by full-time employees, starting November 15<sup>th</sup>, and completed by December 1<sup>st</sup> of each year for the ensuing calendar year. For the period of April 1, 2009 through December 31, 2009, the bidding selection period shall start March 20<sup>th</sup> and be completed March 27<sup>th</sup>. The Chief of Police or designee shall determine the days off (pass days) for each tour of duty, which shall be included in each bidding selection (Example: "A" line – Sunday and Monday off; "C" line – Friday and Saturday off; and "B" line – Saturday and Sunday off. The staffing levels of each permanent tour of duty shall be determined by the Chief of Police or designee. At the time of each bidding selection, each full-time employee shall select a first (1<sup>st</sup>), second (2<sup>nd</sup>) and third (3<sup>rd</sup>) choice for tours of duty (Example: 1<sup>st</sup> = "A" line; 2<sup>nd</sup> = "C" line; and 3<sup>rd</sup> = "B" line). In the event of a full-time vacancy during the calendar year (Example: Retirement or Resignation), the Chief of Police or designee shall post the vacancy for ten (10) calendar days to determine if any employee elects to change his/her tour of duty. Any change shall be done by seniority. In the event no employee elects to change his/her tour of duty, no employee shall be required or forced to move to the vacant tour of duty. A part-time employee shall be assigned to work on any of the above tours of duty by the Chief of Police or designee, based on the staffing needs of the police department.

The work schedule shall be posted each calendar month showing the use of authorized paid leave time of the full-time employees, including changes as they occur for that month.

Under no circumstances shall the work schedule be used for disciplinary purposes, and any and all differences with regard to the existing work schedule shall be subject to the grievance procedure. Full-time employees shall not be responsible for obtaining coverage for requested time off from his/her regularly scheduled tour of duty.

## ARTICLE 6

### **BASE WAGE AND LONGEVITY**

**Base Wage Schedule** - See Appendix "A", attached hereto and made a part of this Agreement. All salaries shall be retroactive from January 1, 2006.

**Longevity Schedule** - See Appendix "B," attached hereto and made a part of this Agreement.

**Seniority Dates** - See Appendix "C," attached hereto and made a part of this Agreement.

**Explanation of Base Wage Placement** – See Appendix "D," attached hereto and made a part of this Agreement.

## ARTICLE 7

### **OVERTIME, CALL IN PAY AND NIGHT DIFFERENTIAL**

Work in excess of an employee's scheduled eight (8) hour tour of duty, or when not scheduled to work, or forty (40) hours in any workweek, shall be considered overtime. In these circumstances, overtime shall be paid at the rate of time and one half times (1.5X) that employee's applicable Base Wage hourly rate, inclusive of longevity if applicable to that employee. Overtime shall be distributed on a rotating basis among all employees. In the event overtime is declined or the employee is not available or does not respond, the next employee on the list shall be contacted until the available overtime is accepted. If no full-time Dispatcher is available for overtime then the Employer can contact a part-time Dispatcher. Effective April 1, 2009, overtime shall be distributed based upon a rotating seniority list consisting of all full-time and part-time employees, with the most senior full-time employees listed first (1<sup>st</sup>) and continuing in decreasing order of seniority, followed by listing all part-time employees, with the most senior part-time employee listed first (1<sup>st</sup>) and continuing in decreasing order of seniority as follows:

#### **Planned Overtime**

When the Employer has forty-eight (48) hours of notice or more, the master rotating seniority list shall be followed. In the event there are no volunteers, the least senior full-time employee working the preceding tour of duty in which overtime is available, shall be required to work the overtime, so long as that employee will not work more than sixteen (16) consecutive hours, which shall include his/her regularly scheduled tour of duty.

#### **Unplanned Overtime**

When the Employer has less than forty-eight (48) hours notice, the overtime shall be afforded to the employee on the tour of duty immediately preceding the tour of duty in which the overtime is available, in order of seniority in the event of more than one (1) employee. In the event no employee from the preceding tour of duty volunteers for the overtime assignment, the overtime shall next be offered to the employee(s), by seniority, scheduled to work the tour of duty



immediately following the tour of duty for which the overtime is available. If no employee(s) from that tour of duty volunteers for the overtime assignment, overtime will be offered to the next employee on the master rotating seniority list. In the event there are no volunteers, the least senior full-time employee on the preceding tour of duty in which overtime is available shall be required to work the overtime, so long as that employee will not work more than sixteen (16) consecutive hours, which shall include his/her regularly scheduled tour of duty.

Each employee shall provide a contact number to the Chief of Police or designee. Each employee shall have ten (10) minutes to respond to the call to work overtime. No response shall be deemed a declination, and that employee's name shall be placed at the end of the rotating list. After an acceptance, that employee's name shall be placed at the end of the rotating list. In the event an employee is scheduled to work the tour of duty that overtime is offered, it shall be deemed a declination, and he/she shall be placed at the end of the rotating list. All overtime opportunities shall be made in rotation starting with the next eligible employee in the rotation. If an employee declines the opportunity or is unavailable when contacted, the employee will not be eligible for overtime until the employee is reached again in rotation.

All contiguous times worked before or after the regular day shall be compensated at the rate of time and one-half (1.5X) times the regular rate of pay.

Employees called back to work on a regular day shall be guaranteed three (3) hours of pay at the overtime rate of time and one-half (1.5X). This will not include travel time. A reasonable amount of time to report for work shall be allowed.

Employees called in to work on a non-regular workday shall be guaranteed three (3) hours of pay at the overtime rate of time and one-half (1.5X). This will not include travel time. A reasonable amount of time to report for work shall be allowed.

All time worked in excess of sixteen (16) consecutive hours will be paid at the rate of two times (2X) times the regular rate of pay.

All overtime worked shall be entered on the payroll sheet and be paid at the next regular pay period.

Overtime will be reflected on the weekly pay stub.

A full-time employee shall have the option to elect compensatory time at the rate of time and one-half times (1.5X) the employee's regular rate of pay. The compensatory time off shall be taken at a mutually agreeable time between the employee and the Chief of Police, or designee.

If the Town Hall is closed for a snow day and a full-time employee reports for work, that employee shall be entitled his/her regular pay plus eight (8) hours compensatory time.

A full-time employee shall be permitted to accumulate up to a maximum total of eighty (80) hours each year. Once any compensatory time has been taken, that employee shall not be permitted to re-accumulate up to the maximum as set forth herein. All unused compensatory time shall be paid

for in the last pay period of each year at the rate of pay for the year in which it was accumulated. No compensatory time shall be carried forward into the next year.

An employee who is assigned to, or works, the "A" and "C" line tours of duty, shall be paid a night differential, provided below, over and above that employee's Base Wage hourly rate, inclusive of longevity if applicable to that employee. The night differential shall be paid when out on any paid leave; such as but not limited to, vacation, sick leave, personal leave, line of duty injury or illness, etc., and shall be included in the employee overtime rate of pay.

	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
"A" Line	2.0%	2.0%	2.0%	2.5%
"C" Line	1.0%	1.0%	1.0%	1.5%

If there is a mutual "swap/switch" of a tour of duty to the "A" or "C" lines, only the employee who was regularly scheduled to work the "A" or "C" line will receive the night differential as set forth above. The night differentials set forth above shall be paid weekly in the employee's payroll check.

## **ARTICLE 8**

### **SICK LEAVE**

During the first (1st) year of employment for full-time employees, sick days will be earned at the rate of one (1) day per month and will be available for use by the employee at the end of each month worked. The following January 1<sup>st</sup>, following the employee's anniversary date, the employee will be entitled to twelve (12) sick days, with pay per year. See Appendix "E," attached hereto and made a part of this Agreement, for explanation of benefit placement.

The Town Supervisor or the Department Head may require a doctor's certificate before approving a sickness for two (2) or more days.

Unused sick leave (twelve (12) days or less in any calendar year) is to be accumulated to the full-time employee's credit to a maximum of seventy-five (75) days. All employees hired prior to 5/18/95 may accumulate up to a maximum of one hundred and fifty (150) days.

A full-time employee who is injured while in the line of duty shall be paid his/her regular salary for the duration of said injury regardless of the number of sick days available to him/her in a given year or his/her accumulated total sick days. A doctor's certificate shall be provided by the incapacitated employee after the third (3<sup>rd</sup>) day, but no later than seven (7) days after the beginning of the disability. Such regular salary shall be paid only until such time as the employee shall either be certified as fit for work or certified unable to return to work permanently. In no event shall the employee be paid for longer than one (1) year from the date of injury. At the time the employee receives Workers' Compensation payments as a result of the injury incurred in the line of duty, the obligation of the Town shall be limited to such amount over and above said compensation as will equal the employee's regular salary.

Upon retirement after ten (10) years as a full-time employee, accumulated sick days shall be paid to the employee or applied to early retirement at the option of the employee. Employees shall be paid up to a maximum accumulation of seventy-five (75) days. All employees hired prior to 5/18/95 shall be paid up to a maximum accumulation of one hundred fifty (150) days.

## **ARTICLE 9**

### **PERSONAL LEAVE**

Effective January 1<sup>st</sup> of each year, each full-time employee shall be credited with thirty-two (32) hours (4 workdays) of personal leave. Personal leave shall be credited on a pro-rated basis during the year for new full-time employees (i.e., March 15<sup>th</sup> = 32 hours; June 1<sup>st</sup> = 24 hours; August 17<sup>th</sup> = 16 hours; October 30<sup>th</sup> = 8 hours). All unused personal leave at the end of each calendar year shall be credited to the employee's sick leave accumulation. All personal leave shall be approved in advance by the Chief of Police, or designee, except for an emergency. See Appendix "E," attached hereto and made a part of this Agreement, for explanation of benefit placement.

## **ARTICLE 10**

### **BEREAVEMENT LEAVE**

In the event of the death of a full-time employee's mother, father, child, stepchild, spouse, brother, sister, grandparents, mother-in-law, father-in-law, grandchildren, or documented domestic partner, the employee shall be allowed up to four (4) workdays off with pay, per occurrence; and two (2) work days off with pay, per occurrence, for the death of an employee's aunt, uncle, niece, nephew, brother/sister-in-law or son/daughter-in-law. See Appendix "E," attached hereto and made a part of this Agreement, for explanation of benefit placement.

Such time must be taken within three (3) calendar days of the demise or funeral.

## **ARTICLE 11**

### **JURY DUTY LEAVE**

In the event a full-time employee is noticed to appear for Jury Duty, and that employee is scheduled to work, he/she will be released with pay and without charge to any other paid leave accrual. The employee shall provide a copy of the notice to the Chief of Police, or designee.

In the event a full-time employee is scheduled for a tour of duty other than the hours noticed to appear for Jury Duty, he/she shall not be required to report for the regularly scheduled tour of duty, but shall report for Jury Duty as required, and be paid without charge to any other paid leave accrual.

All fees paid to the full-time employee shall be endorsed over to the Employer, with the exception of when an employee appears for Jury Duty on his/her regularly scheduled day off (pass

day). However, any reimbursement, such as but not limited to mileage, tolls, parking and/or meals paid for while on Jury Duty, shall be retained by the employee.

See Appendix "E," attached hereto and made a part of this Agreement, for explanation of benefit placement.

## **ARTICLE 12**

### **FAMILY/MEDICAL LEAVE**

Full-time employees shall be granted, upon application, a leave of absence without pay for a period of four (4) months for a maternity/paternity/adoptive/family medical leave. When an employee returns to work, he/she will be placed in the same position and salary level which he/she held at the time leave was granted. When an employee utilizes any accrued leave during the period of family medical leave taken, the employee shall be paid at his/her regular rate of pay. See Appendix "E," attached hereto and made a part of this Agreement, for explanation of benefit placement.

## **ARTICLE 13**

### **INSURANCES**

The Employer shall provide group health and dental insurance to all full-time employees of the Town of Woodbury Police Department through the New York State Insurance Plan (Core Plus Medical and Psychiatric Enhancements). Such coverage shall be individual coverage or family plan according to the marital status of the employee. Such insurance shall be on a non-contributory basis for employees and their dependents. See Appendix "E", attached hereto and made a part of this Agreement, for explanation of benefit placement.

A full-time employee hired on or after December 1, 2008 shall contribute eight hundred fifty dollars (\$850.00) annually for individual coverage and one thousand six hundred fifty dollars (\$1,650.00) annually for family coverage towards the cost of the health insurance premium for his/her first ten (10) years of employment. The contribution shall be on a pre-tax basis, and deducted in equal amounts, each pay period.

The Employer shall continue payment of health insurance coverage, which is in force at the time, to any full-time employee of the Town of Woodbury Police Department who is unable to continue service as an employee of said Police Department because of a major disability incurred in the performance of his/her duties.

Such health insurance coverage will continue to be provided to the full-time employee and paid in full by the Employer after regular retirement of the employee, and according to the guidelines in paragraph 1 of this Article. Upon the death of the employee, this benefit will cease, although the employee's spouse may opt to join the Employer's current health plan and contribute at the current group rate.

The Employer shall provide for an optional buy-out of health insurance coverage by a full-time employee. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Employer on the "Request to Decline and Waive Health Insurance Coverage" form, attached hereto and made a part of Appendix "F", that he/she is selecting to decline and waive the health insurance coverage provided by the Employer for which the employee is eligible and entitled to receive pursuant to this Agreement.

A full-time employee who declines and waives health insurance coverage as provided above, shall be compensated at fifty percent (50%) of the premium rate of the single plan in effect, payable in the last payroll of the calendar year, for the period of time the employee declines and waives health insurance coverage provided by the Employer. A declination and waiver of health insurance will be invalid if the employee marries another Town of Woodbury employee who is receiving health insurance.

Any full-time employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Employer, be required to provide written notice to the Employer on the "Request to Resume Health Insurance Coverage" form, attached hereto and made a part of Appendix "F", that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the Employer. The effective date of the employee's re-establishment of health insurance coverage by the Employer shall be at the earliest possible date as provided by the plan. The Employer agrees to notify the health insurance provider upon notice by the employee, of that employee's decision to re-establish health insurance coverage through the Employer.

The Employer shall provide dental coverage to all full-time employees and their eligible dependents under the New York State Employees' Health Insurance Program (Premium Package) administered by the New York State Civil Service Department. Coverage for newly hired full-time employees will begin immediately. See Appendix "E," attached hereto and made a part of this Agreement, for explanation of benefit placement.

The Employer shall provide an optical plan to all full-time employees as follows. An employee or one (1) dependent of an employee's family may receive one (1) forty dollar (\$40.00) reimbursement for any optical service provided by any optical care provider. An examination and a selection of glasses is available to the eligible participant at no charge. Each option is limited to once every two (2) year period. Such plan shall be fully paid by the Employer. Coverage for newly hired full-time employees shall begin immediately. See Appendix "E," attached hereto and made a part of this Agreement, for explanation of benefit placement.

The Employer will continue to provide coverage under New York State Disability Insurance.

During the term of this Agreement, if life insurance is provided to other Town employees, the same will be offered to the full-time Dispatcher.

## **ARTICLE 14**

### **RETIREMENT**

Employees shall be eligible to participate in the New York State and Local Employees' Retirement System, as set forth by statute.

## **ARTICLE 15**

### **HOLIDAYS**

Full-time Dispatchers will receive a total of thirteen (13) paid holidays each year as listed in Appendix "G", attached hereto and made a part of this Agreement. The days designated as holidays will be published and made available to employees after the first Town Board meeting in January of each year. The 13<sup>th</sup> holiday will be the employee's birthday. If the employee's birthday falls on a Saturday, the day off will be the Friday before and if the employee's birthday falls on a Sunday, the day off will be the following Monday. See Appendix "E," attached hereto and made a part of this Agreement, for explanation of benefit placement.

If a full-time or part-time employee works on a Holiday, the employee shall receive one and one-half times (1.5X) his/her regular rate of pay, except for Christmas Day and Thanksgiving Day, when the employee will receive two times (2X) his/her regular rate of pay.

If a holiday on which Town Hall is closed occurs during a full-time employee's vacation, the day is considered a holiday rather than a vacation day.

All permanent full-time employees shall be off and paid for their normal hours worked when Town Hall is closed on all official holidays.

## **ARTICLE 16**

### **EDUCATION AND INSTRUCTION**

#### **In Service Training**

For the purpose of this Article, the term "in service training" shall mean any course(s) taken by an employee, which has been previously approved by the Chief of Police or designee.

All notices of the availability of in service training received by the Employer or the Chief of Police shall be posted immediately on the main bulletin board at the Woodbury Police Department.

## ARTICLE 17

### VACATIONS

The vacation schedule for all full-time employees is as follows:

<u>Years of Service Completed</u>	<u>Entitled To</u>
1 Year	10 Work Days
5 Years	15 Work Days
10 Years	20 Work Days
15 Years	25 Work Days
20 Years	30 Work Days

See Appendix "E," attached hereto and made a part of this Agreement, for explanation of benefit placement.

Upon retirement, separating from service, dismissal, or death, a full-time employee (or his/her beneficiary) shall be compensated in cash, at the next regular pay period, the sum of the employee's unused vacation credits.

In the event an illness or injury related to employment prevents a full-time employee from taking his/her approved vacation, that employee shall not lose those vacation days. In the event the employee cannot reschedule the previously approved vacation at a mutually agreeable time, he/she shall be entitled to carry over that time to be used in the following year.

## ARTICLE 18

### UNIFORMS AND EQUIPMENT

Newly hired full-time Dispatchers will receive the following initial issue uniform and equipment.

<u>Quantity</u>	<u>Item</u>
5 pairs	Pants
5	Long Sleeve Shirts
5	Short Sleeve Shirts
1	Belt
1	Sweater
1	Dispatcher Shield
1	Dispatcher ID Holder
1	Collar Brass

Newly hired part-time Dispatchers will receive the following initial issue uniform and equipment after six (6) months of employment:

<u>Quantity</u>	<u>Item</u>
2 pairs	Pants
2	Long Sleeve Shirts
2	Short Sleeve Shirts
1	Belt
1	Sweater
1	Dispatcher Shield
1	Dispatcher ID Holder
1	Collar Brass

Each full-time employee shall be provided with a new pair of police shoes or work boots, covering a two (2) year period. The maximum allowance for the pair of shoes/boots shall be as follows:

<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
\$80.00	\$80.00	\$100.00	\$100.00

In the event the shoes/boots cost more than the above maximum amounts, the excess shall be paid by the employee. The purchase of the shoes/boots shall be subject to the approval of the Chief of Police, which shall not be unreasonably denied

In the event the Chief of Police requires additional uniforms and/or equipment as set forth above, it shall be added to this Agreement, and provided to each employee at no cost to the employee. The Chief of Police may authorize the purchase of any additional uniform and/or equipment items that are not set forth above at the request of the employee. The purchase shall be paid by the Employer.

Style and accessories will conform to the current uniform in place at the time of issuance.

Any uniform issue or equipment not listed above, but issued to a newly hired employee, shall be issued to all employees at no charge to the employees.

All issued equipment shall be replaced on a normal wear and tear basis by the Employer, at no cost to the employee. Uniforms and related apparel torn or damaged in the line of duty shall be replaced by the Employer at no expense to the employee. Any employee's personal property that is damaged or destroyed in the line of duty, after evaluation by the Chief of Police or his/her designee, on a case by case basis, shall be replaced or repaired at the expense of the Employer. The Employer shall continue to pay for the cleaning and tailoring of uniforms and apparel.



## ARTICLE 19

### LABOR /MANAGEMENT COMMITTEE

Authorized spokespersons for the Employer and PBA, not to exceed two (2) members each, shall meet at the request of either party regarding such matters, but not limited to, safety and health, questions or differences of opinion concerning the administration of this Agreement, or other terms and conditions of employment. The request shall be in writing, addressed to the Town Supervisor or designee, or PBA President or designee at their respective addresses, and shall contain a statement of the specific matter(s) to be addressed.

The labor/management meeting shall be scheduled at a mutually agreeable date and time. In the event the matter(s) alleges a grievance, the parties may agree to extend the time limits to file a grievance, in order to attempt to resolve the subject matter(s) as stated in the written request.

## ARTICLE 20

### GRIEVANCE PROCEDURE

#### **SECTION 1 - DEFINITIONS**

Definition: As used herein, the following terms shall have the following meaning:

"**Employer**" - shall mean The Town of Woodbury.

"**PBA**" - shall mean the Town of Woodbury Police Benevolent Association, Inc.

"**Employee**" - shall mean any person or persons covered by the terms of this collective bargaining agreement.

"**Grievant**" - shall mean employee, groups of employees, or the PBA acting on behalf of same, alleging to have a grievance.

"**Grievance**" - shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement. However, such term shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

"**Business day**" - shall mean Monday through Friday, excluding Holidays.

#### **SECTION 2 - INFORMAL PROCEDURE**

Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the PBA at all stages of the Grievance Procedure.

Prior to a formal grievance an employee shall attempt to resolve a grievance, dispute, or complaint orally to the Chief of Police. The Chief of Police shall be required to respond in writing within seventy-two (72) hours of such meeting.

The grievance shall be submitted to the Chief of Police. A written response is required of the Chief of Police hereunder and shall be returned to the employee involved and/or the PBA for his/her response. In the event the written response is unsatisfactory from the Chief of Police, the grievance shall be appealed to the Town Board. A written response is required from the Town Board and shall be returned to the employee and/or PBA. In the event the Town Board's written response is unsatisfactory, the grievance may be appealed to arbitration.

Each grievance shall contain a short plain statement of the alleged violation(s) and the specific reference(s) to the Article(s) and Section(s) of this Agreement which the employee(s) and/or PBA claims to have been violated.

Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, shall constitute precedent in other and future cases only in the event that the Employer and PBA enter into a signed stipulation of settlement setting forth the terms resolving the grievance.

A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand.

The grievance and arbitration procedure provided for herein, shall be in addition to any other means of resolving grievances, disputes and complaints provided for by statute or administrative procedures applicable to the parties.

Failure by the Employer to meet the various time requirements specified herein shall result in advancing a grievance.

### **SECTION 3 - FORMAL PROCEDURE**

#### **Step 1: Chief of Police**

An employee or the PBA shall present the grievance in writing to the Chief of Police. The Chief of Police shall forthwith upon receiving the grievance, make a good faith effort to resolve same, including as appropriate, discussions with the employee(s) and the PBA. The Chief of Police shall issue a written decision to the employee(s) and the PBA by the end of the fifth (5) business day after receipt of the grievance.

#### **Step 2: The Town Board**

If the employee and/or the PBA, wishes to appeal an unsatisfactory decision of Step 1, the appeal must be presented to the Town Board within five (5) business days from the date of receipt of the Step 1 decision. The Town Board may, and at the request of the PBA, hold an informal hearing within ten (10) business days after receiving the appeal. The PBA may appear at the

hearing and present oral and written statements on its position. The Town Board shall issue a written decision to the employee and PBA by the end of the tenth (10th) business day after the close of said hearing, or, in the event that there shall be no hearing, the tenth (10th) business day after the appeal was received.

### **Step 3: Arbitration**

In the event the PBA wishes to appeal an unsatisfactory decision of Step 2, a demand for arbitration shall be submitted to the American Arbitration Association (AAA) requesting a List Only Service pursuant to its Voluntary Labor Arbitration Rules, in the event the parties cannot mutually agree on an arbitrator.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declaration of opinion which are not essential in reaching the determination.

The decision of the arbitrator shall be final and binding on the parties.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

## **ARTICLE 21**

### **LEAVE OF ABSENCE**

A full-time employee shall be eligible for a leave of absence without pay from the police department for a period not to exceed one (1) year. The matter of leave of absence is and shall remain the sole right of the Town Board for whatever action they deem necessary and appropriate.

## **ARTICLE 22**

### **DISCIPLINARY PROCEDURE**

1. The disciplinary procedure prescribed herein shall be available to all employees as an alternative to Section 75 and/or 76 of the Civil Service Law. An employee shall have the right to choose either Section 75 and/or 76 of the Civil Service Law or arbitration as described herein but not both procedures to grieve such disciplinary action.

2. In the event the Employer sees fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of such disciplinary decision shall be made in writing and served upon the employee. This disciplinary measure shall be imposed only for

incompetence or misconduct. The specific act(s) that warrant disciplinary action and the proposed sanction(s) shall be specifically contained in the notice of discipline.

The PBA shall be provided a copy of the notice of discipline at the same time as the affected employee(s).

The notice of discipline shall be accompanied by a written statement that:

"An employee served with a notice of discipline has the right to object by filing a response within fifteen (15) calendar days or by exercising his/her rights under Section 75 and/or 76 of the Civil Service Law."

In the event the employee does object, then he/she must file a written notice of his/her choice of procedure, subject to the provisions stated above with the Employer and PBA no later than fifteen (15) calendar days after receiving the notice of discipline.

The alternative disciplinary procedure to Section 75 and/or 76 provides for a hearing by an independent arbitrator at its final stage.

The employee has the right to be represented by the PBA, an attorney, or other representative at every stage of the proceeding.

In no event, however, shall an employee who has been served with a notice of discipline be suspended without pay for a period not to exceed thirty (30) calendar days.

3. An employee may grieve a notice of discipline at Step 2 of the Grievance Procedure, Article 20 prescribed hereof, by requesting a meeting with the Chief of Police as prescribed therein, no later than fifteen (15) calendar days after receiving the notice of discipline. The meeting, at which the employee and/or representative may attend, shall be conducted at a mutually convenient date to the parties, but in no event more than fifteen (15) calendar days after the date for the meeting was requested. The Chief of Police shall render a written decision no later than five (5) calendar days after such meeting.

4. An employee may appeal the Chief of Police's decision through Article 20 - Grievance Procedure, Step 3: Arbitration, as set forth therein no later than fifteen (15) calendar days after receipt of the decision. The Employer shall be provided a copy of the Demand for Arbitration simultaneously with the filing.

5. The independent arbitrator shall hold a hearing at a mutually convenient date(s) agreeable to the parties' representatives. The affected employee may be represented at the arbitration by the individual(s) of his/her choosing and shall be entitled to present witnesses on his/her behalf. The

arbitrator shall render a written decision no later than thirty (30) calendar days after the hearing has been declared closed.

6. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her nor shall he/she submit observations or declarations of opinion that are not essential in reaching the determinations. The arbitrator's decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and he/she may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension, if any.

7. The disciplinary action may be settled at any stage of the procedure. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.

8. In the event arbitration is invoked, the arbitrator shall be on a rotating basis among the named panel as set forth herein:

1. Bonnie Siber Weinstock
2. Peter Prosper
3. Robert Herzog

The panel members shall rotate and be available within sixty (60) calendar days to hear the grievance. In the event the next scheduled panel member is not available within the time limits set forth herein, the parties agree to move to the next scheduled panel member that can meet the time limits. In the event none of the panel members can meet the time requirements, the parties agree to either use the panel member that was scheduled next, or the panel member whose schedule is available on the earliest date possible.

9. All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the PBA or employee, in the event the employee provides his/her own representative. In the event termination is sought by the Employer the hearing shall have a transcribed record at no cost to the employee or PBA.

## **ARTICLE 23**

### **BILL OF RIGHTS**

Insofar as possible, all police affairs involving an employee shall be conducted at such time as the employee is on duty. In emergency situations, an employee may be contacted at his/her residence and in such instances both the employee and members of his/her household shall be treated with normal courtesy and respect.

1. The interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, an

interview should be scheduled for the daytime and the reassignment of the employee to the "B" line should be employed.

2. The interview shall take place at a location designated by the interviewing officer. Usually, it will be at the Police headquarters or at a place where the incident allegedly occurred. The employee shall be represented by counsel at all times if he/she makes the request.

3. The employee shall be informed of the rank, name and command of the interviewing officer and all persons present during the interview. If the employee is directed to leave his/her post, and report for the interview, the person in charge of that shift shall be notified.

4. If an employee is under arrest or is likely to be, that is, if he/she is a suspect or a target of a criminal investigation, such employee shall be apprised of his/her constitutional rights pursuant to Miranda vs. Arizona and subsequent court decisions.

## **ARTICLE 24**

### **ALCOHOL AND SUBSTANCE ABUSE POLICY AND PROCEDURE**

See Appendix "H," attached hereto and made a part of this Agreement.

## **ARTICLE 25**

### **RE-NEGOTIATION**

The parties agree that they will enter into negotiations no later than July 1<sup>st</sup> of the year in which this Agreement expires.

## **ARTICLE 26**

### **SEVERABILITY**

In the event that any Article, Section or portion of this Agreement is found to be invalid by a decision of a court of competent jurisdiction, then such specific Article, Section or portion specified in such decision shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

In the event of the issuance of such decision, either party shall have the right to immediately reopen negotiations with respect to a substitution for such Article, Section or portion of the Agreement involved.

## ARTICLE 27

### LEGISLATIVE ACTION FOR APPROVAL

It is agreed by both parties that any Article, Section or portion of this Agreement requiring legislative action to permit its implementation by amendment of law or providing that additional funds therefore be made available, shall not become effective until the appropriate body has given approval. The provisions of said Article, Section or portion shall be retroactive to the date of this Agreement upon approval by the appropriate body.

## ARTICLE 28

### DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2006 through December 31, 2009.

## ARTICLE 29

### CONCLUSION OF AGREEMENT

The parties agree that if no agreement has been reached by midnight, December 31, 2009, the terms of this Agreement will remain in effect until such time as there is a settlement between both parties hereto for the ensuing year.

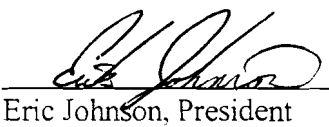
This Agreement is the entire agreement between the Employer and the PBA and terminates all prior agreements and understandings and concludes all negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to change or modify the terms and conditions of this Agreement through legislative or administrative action, or by any other means. Both parties agree to jointly support any legislative or administrative action necessary to implement the terms of this Agreement. The parties acknowledge that they have fully negotiated with respect to the terms of this Agreement and to the conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals by their respective representatives.

**TOWN OF WOODBURY**

**TOWN OF WOODBURY POLICE  
BENEVOLENT ASSOCIATION, INC.**

  
John Burke, Supervisor  
7/1/09  
Date

  
Eric Johnson, President  
7-1-09  
Date

**APPENDIX "A"**  
**BASE WAGE SCHEDULE**  
**FOR FULL TIME DISPATCHER AND**  
**PART TIME DISPATCHER HOURLY RATE**

<u>Step</u>	<u>Years of Service</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
1	Starting	\$33,993*	\$35,183	\$36,414	\$37,871
		\$16.34**	\$16.91	\$17.51	\$18.21
2	After 1 Year	\$35,822	\$37,076	\$38,374	\$39,909
		\$17.22	\$17.82	\$18.45	\$19.19
3	After 2 Years	\$37,652	\$38,970	\$40,334	\$41,947
		\$18.10	\$18.74	\$19.39	\$20.17
4	After 3 Years	\$39,504	\$40,887	\$42,318	\$44,011
		\$18.99	\$19.66	\$20.35	\$21.16
5	After 4 Years	\$41,312	\$42,758	\$44,255	\$46,025
		\$19.86	\$20.56	\$21.28	\$22.13
6	After 5 Years	\$43,142	\$44,652	\$46,215	\$48,064
		\$20.74	\$21.47	\$22.22	\$23.11

\* The Base Wage is for informational purposes only.

\*\* The hourly rate is the exact rate to be paid times forty (40) hours per week.

The part-time Dispatcher shall receive the equivalent hourly rate of the full-time Dispatcher on his/her respective Step as set forth above.

**BASE WAGE SCHEDULE**  
**FOR FULL TIME SENIOR DISPATCHER/CLERK**

<u>Step</u>	<u>Years of Service</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
1	Starting	\$36,942*	\$38,235	\$39,573	\$41,156
		\$17.76**	\$18.38	\$19.03	\$19.79
2	After 1 Year	\$38,836	\$40,195	\$41,602	\$43,266
		\$18.67	\$19.32	\$20.00	\$20.80
3	After 2 Years	\$40,688	\$42,112	\$43,586	\$45,329
		\$19.56	\$20.25	\$20.95	\$21.79
4	After 3 Years	\$42,561	\$44,051	\$45,593	\$47,417
		\$20.46	\$21.18	\$21.92	\$22.80
5	After 4 Years	\$44,369	\$45,922	\$47,529	\$49,430
		\$21.33	\$22.08	\$22.85	\$23.76
6	After 5 Years	\$46,242	\$47,860	\$49,535	\$51,516
		\$22.23	\$23.01	\$23.81	\$24.77

\* The Base Wage is for informational purposes only.

\*\* The hourly rate is the exact rate to be paid times forty (40) hours per week.

All Base Wage schedules reflect recognition of one (1) hour/day lunch period compensation.



## **APPENDIX "B"**

### **LONGEVITY SCHEDULE**

<b><u>YEARS OF SERVICE</u></b>	<b><u>AMOUNT</u></b>
6 completed	4.0% of salary
10 completed	5.0% of salary
15 completed	5.5% of salary
20 completed	6.0% of salary

Payments will be made each year on the pay period following the longevity anniversary of the full-time Dispatcher affected. Full time employees hired on or after May 18, 1995 will not receive Longevity. Such payment is considered as part of the Base Wage for the purpose of calculating the overtime rate of pay. In no case are these payments to be considered progressive in nature.

## **APPENDIX "C"**

### **SENIORITY DATES**

Seniority dates for full-time employees, for the purpose of this Agreement, are as follows:

<u>DISPATCHER</u>	<u>SENIORITY DATE</u>
Kathleen McHugh	12/13/1994
Joan Butler	5/18/1998
Michael Gironda	8/9/2002
Jacklyn Vidal	6/18/03

## APPENDIX "D"

### EXPLANATION OF BASE WAGE PLACEMENT

1. All probationary employees, newly hired from the Civil Service list, after January 1<sup>st</sup> of any given year is eligible for a Base Wage according to the Step they fall into under the current Base Wage schedule, based on the length of service granted them by the Town Board. **(START)**
2. On the January 1<sup>st</sup> immediately following any employee's hiring, he/she will fall in the same Step, but under the current Base Wage figure for that year. **(ACROSS)**
3. At the completion of one (1) year of service (on anniversary) he/she will move to the next step on the Base Wage Schedule for the current year. **(DOWN)**
4. On the January 1<sup>st</sup> immediately following his/her first anniversary, and all subsequent January 1<sup>st</sup>, the employee will move to the next Step on the Base Wage Schedule as all other employees. **(DIAGONALLY DOWN)**

- Example:
- a. An employee is hired in February 2006 at a Step 1 Base Wage of \$33,993 (as per Appendix "A" of this Agreement). **(START)**
  - b. On January 1, 2007 (eleven (11) months later) the employee will go to the new Step 1 Base Wage of \$35,183. **(ACROSS)**
  - c. In February 2007 (on anniversary) the employee has completed one (1) year and moves to Step 2 of the 1/1/07 Base Wage Schedule of \$37,076. **(DOWN)**
  - d. On January 1, 2008 (eleven (11) months later), and all other January 1<sup>st</sup>, the employee moves to the next Step of the Base Wage Schedule of \$40,334 as all other employees. **(DIAGONALLY DOWN)**
5. All employees transferring time will move to their next step on the January 1<sup>st</sup> immediately following their hiring.

## **APPENDIX "E"**

### **EXPLANATION OF BENEFIT PLACEMENT**

#### **(FOR FULL-TIME DISPATCHERS UPON HIRING)**

<b><u>BENEFIT</u></b>	<b><u>PLACEMENT</u></b>
Health Insurance .....	Eligible at hiring – Hired on or before November 30, 2008, no contribution. Hired on or after December 1, 2008, individual contributes \$850.00, family contributes \$1,650.00 annually in pre-taxed dollars, for the first (1 <sup>st</sup> ) ten (10) years of employment.
Sick Leave .....	One (1) day per month until the January following the anniversary date, then twelve (12) days per year
Personal Leave .....	As per Article 9
Bereavement Leave .....	Eligible at hiring
Vacation .....	After one (1) year (probationary only)
Holiday .....	Eligible at hiring, as per Article 15 and Appendix "G"
Base Wage .....	Appendices "A" and "D"
Longevity .....	Appendix "B" (hired prior to 5/18/95)
Dental Plan .....	Eligible at hiring
Optical Plan .....	Eligible at hiring
Jury Duty Leave .....	Eligible at hiring
Family/Medical Leave .....	As per Article 12

**APPENDIX "F"**

**HEALTH INSURANCE FORMS**

**TOWN OF WOODBURY**

**REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE**

1. I, \_\_\_\_\_, hereby request a decline and waiver of health insurance provided by the Employer for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Employer health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: \_\_\_\_\_

Coverage provided by or through: \_\_\_\_\_  
(Name of organization or employer)

Subscriber Number: \_\_\_\_\_

2. Attached to this form is a copy of the identification card for this health insurance plan.

In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Employer provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form to Request to Resume Health Insurance Coverage, and to re-establish Employer provided health insurance coverage and that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Employer as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.

I understand and agree that I will be compensated by the Employer for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement detailing this area between the Employer and PBA.

I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Employer to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Employer the necessary form to re-establish the health insurance coverage provided by the Employer in accordance with the requirements of the Employer's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Employer health insurance carrier. Upon resumption of my health insurance coverage through the Employer, the compensation I have received in connection with waiver of health insurance coverage, shall cease in accordance with the terms of the Agreement by and between the Employer and PBA.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Woodbury Agent Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

cc: President, Town of Woodbury PBA

**APPENDIX "F"**

**HEALTH INSURANCE FORMS**

**TOWN OF WOODBURY**

**REQUEST TO RESUME HEALTH INSURANCE COVERAGE**

1. I, \_\_\_\_\_, hereby request to re-establish Employer provided health insurance which I had previously received from the Employer. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of Employer provided health insurance coverage is subject to and conditioned on the requirements of the Employer's health insurance carriers.

3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of Employer provided health insurance coverage in accordance with the applicable terms of the Agreement by and between the Employer and PBA.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Woodbury Agent Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

cc: President, Town of Woodbury PBA

## **APPENDIX "G"**

### **HOLIDAYS**

The following is a list of Holidays to be observed. The actual dates are determined by the Town Board of Woodbury after January 1<sup>st</sup> of each year (except for Employee's birthday).

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Employee's Birthday  
Floating Holiday



## **APPENDIX "H"**

### **ALCOHOL AND SUBSTANCE ABUSE POLICY AND PROCEDURE**

#### **I PURPOSE**

The Employer and the PBA are desirous of maintaining a safe, healthy and productive work environment for all employees and for the integrity of the Police Department. The parties hereby agree to this policy in order to prevent the use of controlled substances and abuse of alcohol by members of the Police Department and to provide treatment and rehabilitation for members who do so.

#### **II PROHIBITED CONDUCT**

- A. No employee shall report for duty or remain on duty if that employee has used any non-prescribed controlled substance.
- B. No employee shall possess any non-prescribed controlled substance, except as required for the performance of his/her duties.
- C. No employee shall use any non-prescribed controlled substance, either on or off duty.
- D. No employee shall report for duty when the employee has used alcohol within four (4) hours of the beginning of his/her tour of duty.
- E. No employee shall possess any alcohol while on duty, except as required for the performance of his/her duties.
- F. No employee shall consume any alcohol while on duty, except as required for the performance of his/her duties and only as authorized by the Chief of Police or Acting Chief of Police.
- G. No employee shall refuse to submit to any test to detect the presence of alcohol or controlled substances required under this policy or engage in any conduct which obstructs the proper and orderly administration of such a test.

#### **III USE OF PRESCRIPTION DRUGS**

While prescription drugs are not prohibited, they should not render an employee unfit for duty. Situations of this nature should be brought to the supervisor's attention by the employee, especially if the employee's job responsibilities have an impact on the health and safety of others and/or has been identified as a safety sensitive position. These situations should be addressed confidentially on a case by case basis and it may be necessary for the employee's physician to clarify, in writing, that the substance does not adversely affect the employee's fitness for duty. The request for written clarification can only be made by the Chief of Police or Acting Chief of Police. When the use of a prescribed drug renders the employee unable to perform his/her

duties, he/she shall be entitled to use any contractual leave time to his/her credit for any resulting absence. When the use of the prescription drug is to treat an injury or illness incurred in the performance of his/her duties, the employee shall be entitled to leave pursuant to General Municipal Law, Section 207-c.

#### IV TYPES OF TESTING

- A. Random Testing - Each employee shall be subject to random testing for non-prescribed controlled substances. The maximum number of employees tested will be three (3) per calendar quarter. No employee will be randomly tested more than once in a calendar year.
- B. Reasonable Suspicion - When the Chief of Police or Acting Chief of Police observes an employee acting in a manner indicating a reasonable suspicion of possible use of a controlled substance or alcohol abuse, the Chief of Police or Acting Chief of Police may order that the employee to be tested pursuant to the Drug Testing Procedure, Section V or by a breathalyzer under Alcohol Testing in Section VIII. Reasonable suspicion that a member is abusing drugs exists when objective facts and observations are made by the Chief of Police or Acting Chief of Police and based upon the reliability and weight of such information he/she can reasonably infer or suspect that a member of the Department is abusing drugs or alcohol. Reasonable suspicion must be supported by specific articulable facts which may include, but are not limited to: reports and observations of the member's drug related activities (i.e., purchase, sale or possession of drugs, associations with known drug dealers or users, observation of the member's behavior or work performance and observed impairment of the member's ability to perform his/her duties.

#### V DRUG TESTING PROCEDURES

Selection of employees to be tested on a random basis shall be performed by a computer program, which will randomly select the social security numbers of those to be tested. The random selection of an employee will result in that employee's social security number being removed from such selection process for that calendar year.

The employees who are selected shall be tested within thirty (30) calendar days of the date of the selection. In the event the test is not performed within such thirty (30) calendar day period, the Employer shall be deemed to have waived its rights to require an employee to submit to a test pursuant to that particular selection.

The Chief of Police, as well as the PBA President or designee, will witness the selection. All representatives will affix their signatures to the random employee selection sheet and computer control sheet. The random selection of an employee(s) shall remain confidential.

Prior to testing, each employee shall complete an employee drug testing questionnaire listing all medications ingested during the preceding ten (10) calendar days. The questionnaire will be sealed in an envelope and the employee's name and date will be written on the outside. If the test

results are negative, the envelope will remain sealed and be destroyed in the presence of the PBA President.

Employees will be excused from a random drug test if at the time of the selection for the particular test he/she is unavailable due to vacation, injury, sick leave, military leave and/or bereavement leave. Employees will not be recalled to duty for random testing on their regular scheduled days off.

## **VI COLLECTION**

The employee shall be ordered to submit to a drug and/or alcohol test and shall at the same time be given a brief verbal statement of the basis for either reasonable suspicion or if it's random testing. Refusal to submit to the test or to cooperate during the testing procedure shall constitute grounds for disciplinary action. A verbal direction to an employee to submit to a drug and/or alcohol test shall be confirmed in writing, but in no event shall the testing process be delayed pending issuance of such written direction. The direction to the employee shall be given in a confidential manner with due regard for the dignity and privacy of the individual employee.

If no prior meeting is held with the Chief of Police and the employee is ordered to submit to a test based on reasonable suspicion or is randomly selected as set forth herein, the employee will be advised of the right to have a Union representative present for collection of the sample, but in no event shall collection be delayed for more than two (2) hours to accommodate the presence of a Union official.

The sample collection process shall be confidential with due regard for the dignity and privacy of the employee, and shall be performed in accordance with standards promulgated by the NIDA. During the course of the collection process, the employee shall cooperate with requests for information concerning use of medications and acknowledgment of giving of the specimen. The details of the sample collection process shall be subject to the evaluation and review by the parties' designated labor management committee in accordance with the parameters set forth in this Agreement.

Any employee shall have the option, at the time of the test, to submit a second (2<sup>nd</sup>) specimen. The second (2<sup>nd</sup>) specimen shall be held in a sealed manner, initialed and dated by the Chief of Police, as well as the employee, and must be kept in a locked container maintained for this purpose within the Woodbury Police Department. The container shall be locked with two (2) locks and the Chief of Police shall have access to the key to one lock and the PBA President, or designee, shall have access to the second (2<sup>nd</sup>) lock. This process is intended to ensure that access to such second (2<sup>nd</sup>) specimen may be obtained only with the consent of the PBA President or designee. The Chief of Police shall open his/her lock upon request to the PBA President or designee.

## **VII LAB TESTING**

The specimen shall be sent to a laboratory certified by the Department of Health and Human Services and tested for marihuana, cocaine, amphetamines, opiates and PCP. Any level which

tests positive at the highest cutoff levels as used under federal regulations under CFR 40 on an initial screening test will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS). Only those specimens, which are confirmed as positive in the confirmatory GC/MS tests, are reported as such.

## **VIII ALCOHOL TESTING**

Upon reasonable suspicion to believe an employee is under the influence of alcohol, the Chief of Police may require any such employee to submit to an alcohol Breathalyzer test. A positive test for alcohol is any result of .05% or more. Reasonable cause to believe an employee is under the influence of alcohol exists when objective facts and observations are brought to the attention of the Chief of Police and based upon the reliability and weight of such information he can reasonably infer or suspect that an employee is under the influence of alcohol. Reasonable cause must be supported by specific articulable facts.

## **IX RESULTS**

Laboratory test results are reported to the Medical Review Officer (MRO), a physician knowledgeable in drug testing to be mutually agreed upon by the parties. Negative test results will be reported to the Chief of Police. The employee(s) will be notified of the results of their tests and provided a copy of the corresponding test results, as they become available.

## **X POSITIVE DRUG OR ALCOHOL TEST RESULTS**

The Medical Review Officer (MRO) will investigate results, to determine if the positive test was caused by use of prescription medications in accordance with a doctor's prescription. Verification of positive opiates will follow federal regulations under CFR 40. If the positive test was caused by the medication with a valid prescription, the MRO will report the test to the Chief of Police as negative; otherwise, the MRO will verify the test results as positive.

An employee who tests positive may request the Employer to cause the split (second (2<sup>nd</sup>)) specimen to be delivered to a different certified laboratory for testing at the Employer's expense. Such a request must be made within seven (7) calendar days of an employee's notification of a positive test result.

If the test of the split specimen reports the presence of a controlled substance as "negative", then the first (1<sup>st</sup>) positive report is cancelled. If the test of the split specimen reports the presence of a controlled substance as "positive", then the results are reported as positive. The employee will remain on the working schedule until the results of the split specimen are confirmed.

Any employee whose test results in a positive report may, within seven (7) calendar days of receiving notification of the split specimen result, request in writing to the Chief of Police, that the second (2<sup>nd</sup>) specimen be made available for retesting at a licensed/certified laboratory from a list of such laboratories supplied. The Employer will be responsible for the costs and expenses in connection with the retesting. If this retesting results in a negative report, the tests will be deemed negative and all specimens will be destroyed.

## **XI ADMISSION OF DRUG OR ALCOHOL USE AND REQUEST FOR ASSISTANCE**

Prior to the giving of a urine sample for drug or alcohol testing pursuant to this procedure, an employee may notify the Chief of Police that he/she is abusing drugs or alcohol. An employee who has admitted to such conduct shall be permitted to enter a rehabilitation program for treatment. The time required to be absent from work for such rehabilitation shall be treated as any other illness pursuant to the contract and existing terms and conditions of employment between the Employer and the PBA. An employee who admits to such conduct and enters and successfully completes a rehabilitation program shall not be subject to discipline. Any employee who has participated in a drug/alcohol rehabilitation program after being reinstated may be randomly tested on a periodic basis for one (1) year, not to exceed twelve (12) tests in said year.

## **XII CONSEQUENCES OF A VIOLATION OF THE DRUG AND ALCOHOL POLICY**

An employee who tests positive for alcohol or drug use may be suspended for no more than thirty (30) calendar days and will be required to submit to an evaluation by a substance abuse professional (SAP). If the SAP determines that treatment is necessary, the employee will be required to participate in and successfully complete a drug/alcohol rehabilitation program. A refusal to participate in or successfully complete rehabilitation as described herein shall constitute just cause for discharge. Successful completion includes participation in such follow-up care as is recommended by the rehabilitation provided. The employee must agree to give the Employer access to such records of the rehabilitation program and will establish that the employee is cooperating in the recommended rehabilitation treatment. The results of any testing for drug/alcohol use performed by the rehabilitation program shall be made available to the Employer.

Any employee who has successfully completed a drug/alcohol rehabilitation program after being reinstated may be randomly tested on a periodic basis for one (1) year, not to exceed twelve (12) tests in said year.

Any employee who violates the drug/alcohol policy for a second (2<sup>nd</sup>) time within five (5) years of each other shall be immediately suspended as set forth above and subject to discipline, up to and including dismissal in accordance with the Rules and Regulations of the Department and applicable provisions of law.