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EMS/8990

COLLECTIVE AGREEMENT

TOWN OF COLONIE

WITH

UNITED PUBLIC SERVICE EMPLOYEES UNION

UNIT E

EFFECTIVE: JANUARY 1, 2005

EXPIRES: DECEMBER 31, 2010

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

APR 13 2010

**ADMINISTRATION**

72

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TOWN OF COLONIE DRUG AND ALCOHOL TESTING PLAN FOR EMS PUBLIC SAFETY EMPLOYEES	

PREAMBLE

This Agreement entered into by the Town of Colonie, New York (hereinafter referred to as the Employer or Town) and the United Public Service Employees Union (hereinafter referred to as the Union or UPSEU) has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative and bargaining agent for collective negotiations with respect to wages, hours and other terms and conditions of employment and the administration of grievances for all employees in the following titles:

Emergency Medical Technician ("EMT")	Paramedic
P/T Emergency Medical Technician ("EMT")	P/T Paramedic

ARTICLE 2

SCOPE OF AGREEMENT

This Agreement is the entire Agreement between the parties and the parties agree that they have fully negotiated with respect to the terms and conditions of employment and have, in all respects, settled the same for the term of this Agreement, in accordance with the provisions hereof, and that no term or provision hereof shall be deemed to be waived or altered except by written Agreement duly executed by the parties. The parties agree that the Town may temporarily implement a change, if mandated by Federal or State legislation, pending the outcome of any impact bargaining which might be requested by the Union.

ARTICLE 3

DURATION OF AGREEMENT

This Agreement shall be in effect from January 1, 2005 until December 31, 2010, unless otherwise provided in a particular Article that by its terms applies retroactively to the date specified in the Article.

ARTICLE 4

LEGISLATIVE APPROVAL

**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 5

SAVING CLAUSE AND SEVERABILITY

This Agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid except to the extent permitted by law but all other provisions or applications will continue in full force and effect.

ARTICLE 6

MANAGEMENT RIGHTS

It is agreed that the Town retains and reserves unto itself and its duly elected officials, except as expressly limited by this Agreement, all of the authority, powers, rights and responsibilities conferred upon

and vested in it and its official by law, ordinance or applicable administrative rule or regulations, including, but not limited to, the right in all respects to determine the mission, purposes, objectives, programs, services and policies of the Town; in all respects to determine the facilities, methods, means and number of personnel required for conduct of Town programs; to administer all personnel policies, including, but not limited to, examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant of law; to direct, deploy, utilize and determine the size of the work force; to contract for and to continue to contract out in areas where the Town is presently so doing; to initiate or terminate work of any type or nature; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions and to lay off, demote, discharge or otherwise discipline employees in accordance with law and the provisions of this Agreement to relieve employees for duties because of lack of work, shortage of funds, reorganization or other legitimate reasons; to maintain the efficiency of its operation; and to take whatever actions it may deem necessary in situations of emergency.

## ARTICLE 7

### PAST PRACTICE

With respect to any matters not covered by this Agreement, the Town and the Union will not seek to diminish or impair any terms and conditions of employment which are mandatory subjects of bargaining and which have consistently been applied to the bargaining unit or its members.

## ARTICLE 8

### STANDARD OPERATING PROCEDURES (SOP)

Members will be furnished with a copy of EMS Department Standard Operating Procedures upon starting employment with the Town (normally within 7 days) and will provide updates as they are issued.

## ARTICLE 9

### UNION SECURITY/AGENCY SHOP

All employees who are members of the Union and those employees who desire to join the Union shall tender the monthly membership dues to the Union by signing the Application for Membership Form. Within thirty (30) days of his/her hiring date, any present or future employee who is not a Union member and does not make application for membership, shall pay to the Union each month a service charge in an amount equal to the regular monthly dues of this Union. The Union shall indemnify and hold harmless the Town, its agents and employees and assigns from any and all claims brought by a Union member that arise from acts or omissions of the Union.

## ARTICLE 10

### UNION DUES

Each payday, the Employer shall deduct Union membership dues or agency shop fees, levied in accordance with the amount certified by the Union from the pay of each employee. Each month the aggregate total of all such deductions together with a list from which the dues or fees have been deducted shall be remitted to the Union at its Ronkonkoma location on or before the fifteenth (15<sup>th</sup>) day of the month. The Union shall indemnify and hold harmless the Town, its agents and employees and assigns from any and all claims arising from the deduction and transfer of dues, agency shop fees or voluntary contributions as provided for in the Agreement.

## ARTICLE 11

### BULLETIN BOARDS

The Union shall be allowed to post notices on designated Union bulletin boards provided by the Employer for the exclusive use of the Union located at each of the EMS Department stations. Meeting announcements, bulletins, notices and materials issued by the Union and signed by designated officials of the Union at each location shall be posted. No such material shall be posted which is profane or obscene or defamatory of the Town and any of its employees or representatives or which constitute election material for or against any person, organization or faction thereof. Campaign posters in connection with Union internal elections may be posted on work location bulletin boards so long as the same do not violate any of the provisions of this Agreement.

## ARTICLE 12

### PROBATIONARY EMPLOYEES

Bargaining Unit Members will be on probation for a period of a minimum of 320 hours and a maximum of 1040 hours (unless extended by the employer under applicable law) during which time they will not be covered under the Discipline and Discharge procedure. If a permanently appointed part-time Bargaining Unit Member is appointed to a full-time position and does not satisfactorily complete the probationary period, he or she may be returned to part-time status, and there shall be no loss in seniority if that should occur.

## ARTICLE 13

### CONTRACT GRIEVANCE PROCEDURE

#### Definitions

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

1. "Employee" shall mean any person employed by the Town in the negotiating unit covered by this Agreement.
2. A "Grievance" is any claimed violation, misinterpretation or misapplication of a specific term or provisions of the Agreement. Any other dispute which does not involve the interpretation, application, or claimed violation of a specific term or provision of this Agreement shall not be considered a "grievance" and shall not be subject to arbitration.
3. "Immediate Supervisor" shall mean the employee or employees at the next higher level of authority above the employee in the EMS Department wherein the grievance exists.
4. "Day" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this regulation.

#### Declaration of Basic Principles

1. Every employee in the negotiating unit shall have the right to present their 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 a Union Steward or Union Labor Relations Representative.
2. The filing or pendency of a grievance hereunder shall in no way operate to impede, delay or interfere with the right of the Town to take the action complained of, subject however, to the final decision on the grievance.
3. All formal written grievances shall be answered in writing.
4. Any and all time limitations herein set forth can be extended by mutual consent.

5. If management fails to respond within the time provided at the informal presentation, the first or second step, the grievance will be deemed denied and the employee shall have the right to proceed to the next step.
6. Class action grievances may be presented at Step Two of the grievance procedure.

#### Informal Presentation

1. An employee who claims to have a grievance shall present his/her grievance to his/her immediate supervisor orally within fifteen (15) days after the grievance occurs.
2. The immediate superior shall discuss the grievance with the employee, shall make such investigation as he/she deems appropriate and shall consult with his/her own superiors to such extent, as he/she deems appropriate, all on an informal basis.
3. Within six (6) days after presentation of the grievance to him/her, the immediate supervisor shall make his/her decision and communicate the same to the employee presenting the grievance and to the Union Labor Relations Representative.

#### First Step

1. If the employee is not satisfied with the decision made he/she may, within five (5) days thereafter, request a review and determination of the grievance by the EMS Chief. Such request shall be in writing and shall contain a statement of the specific nature of the grievance and the provision of the Agreement violated. Such request shall be served upon the EMS Chief or his/her designee to whom the grievance was originally presented.
2. The EMS Chief or his/her designee will hold a conference with the Union and affected employee(s) within five (5) days after receiving the written request and statement from the Union.
3. Within five (5) days after the close of the conference, the EMS Chief or his/her designee shall make his/her decision and communicate the same in writing to the employee presenting the grievance and the Union Labor Relations Representative.

#### Second Step

1. If the Union is not satisfied with the decision made by the EMS Chief or his/her designee, it may, within five (5) days thereafter, request a review and determination of the grievance by the Town Supervisor or designee (other than a person who has previously heard said grievance). Such request shall be in writing and shall include all prior documents and statements and the decision of the Chief.
2. The Town Supervisor or designee may, and at the request of the Union shall, hold an informal hearing within five (5) days after receiving the request from the Union.
3. Within ten (10) days after the close of the hearing, or within fifteen (15) days after the written grievance has been submitted if there is no hearing, the Town Supervisor or designee shall make his/her decision and communicate the same in writing to the Union Labor Relations Representative.

#### Third Step

1. If the Union is not satisfied with the decision made by the Town Supervisor or designee, the Union may within twenty (20) days thereafter request a review and determination of the grievance by an arbitrator by sending a demand for arbitration to the New York State Public Employment Relations Board (PERB). The request and supporting documents shall be served upon the Human Resources Department of the Town within the time limit.

2. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.
3. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her nor shall he/she submit observations or declarations of opinion, which are not essential in reaching the determination.
4. All fees and expenses of the arbitrator and stenographer which may be involved in the arbitration and proceeding shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.
5. The Union shall retain the right to exercise its discretion to refuse to process unmeritorious grievances.
6. Upon the mutual agreement of the parties the Union may file grievances at appropriate higher levels of the grievance procedure than would otherwise be required in this Article.

#### Non-Contract Problem Resolution

1. All non-contract grievances will be administered under the Town-Wide Grievance Procedure.

### ARTICLE 14

#### DISCIPLINE AND DISCHARGE

The following disciplinary procedure shall apply to all permanently appointed Bargaining Unit Members in lieu of the procedure specified in Civil Service Law Sections 75 and 76. If the Town has reason to discipline an employee, it will be done in a manner, which will not intentionally embarrass the employee before other employees or the public. It is understood and agreed between the parties that all employees covered by this procedure shall have the right to Union representation in disciplinary matters. It is further understood and agreed that a policy of corrective disciplinary action, when appropriate, shall be followed when imposing discipline on an employee.

Where the Town believes just cause exists to institute disciplinary action, it shall have the option to assess the penalties of oral reprimand, written reprimand, suspension or discharge. Disciplinary actions will be written on a form entitled "Disciplinary Action Notice". A copy of all suspension and discharge notices shall be provided to the Union.

After three years, a prior discipline which resulted in an oral or written reprimand will not be presented as evidence of prior wrong-doing, unless the employee raises a defense that he or she has not received progressive discipline in the same general subject area.

Upon request, the disciplined employee will be allowed to discuss his/her discipline with a Union Labor Relations Representative or other authorized representative of the Union and shall have a right to be represented by a Union Labor Relations Representative or other authorized representative of the Union at any interrogation, presentation of Disciplinary Action Notice, or hearing.

In the event that certification or medical control privileges are taken away from a paramedic during an investigation, the Town may, in its sole discretion, reassign the paramedic to support duties until certification issues are resolved.

Should the Employer feel there is just cause for disciplinary action and such action is taken, then within (7) seven days of the receipt of said discipline, the employee, through the Union, may process the disciplinary action as a grievance matter. In the case of suspensions or terminations, the Union may file a grievance within (7) seven days at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step of the Grievance and Arbitration Procedure if deemed necessary by the Union. In the event that an employee must use Town time to conduct business regarding the above, he or she must charge the time to Personal Service Time. The

disciplined employee may, however, meet with Union representatives while on shift on Town premises during unassigned time, provided all operational, emergency and non-emergency duties have been completed and such shall not interrupt or impede the orderly EMS Department operations or the duties of any paramedic. Attendance by the disciplined employee at a disciplinary hearing, however, shall be paid. In emergency situations, the employee may be required to return to work.

Any employee found to be unjustly suspended or discharged or whose penalty is reduced, shall be reinstated and compensated for all lost time and shall be restored of all other rights and conditions of employment in accordance with the determination made by the arbitrator or the settlement between the Union and the Employer.

## ARTICLE 15

### WORK DAY/WORK WEEK

The typical full-time workday shall consist of a 12-hour shift with a start time to be determined by the Department. Individuals working a 12-hour day will typically work 10 shifts in a three-week cycle.

## ARTICLE 16

### SENIORITY

Seniority will be based on an employee's date of hire. There will be a seniority list for each title in the bargaining unit (Paramedic, P/T Paramedic, EMT, P/T EMT). When there are changes in status from full-time to part-time the employee will be placed on the list based on their original date of hire as a Bargaining Unit Member with the Town. Part-time Bargaining Unit Members who go to full-time employment will be placed on the bottom of the full-time list.

## ARTICLE 17

### SCHEDULING

The monthly schedules shall be published between the 20th and 24th of each month for the following month. Part-time employees with special scheduling requests should submit them prior to the 19th of each month. When the schedule is published, it is mailed (interoffice, electronically or, at the written request of an employee, via US Postal Service) to each employee and made available at Station #1 in the briefing area. If a part-timer has a scheduling conflict once the schedule comes out, he/she will have until the second to the last day of the month to notify the personnel supervisor and be removed from the schedule for the day(s) in question.

After that time, part-time employees are responsible for making sure their shifts are covered. This also applies to shifts accepted throughout the scheduling period. If applicable, an employee can request time off using Personal Service or Compensatory Time.

If an employee intends to give a shift away, the top section of the swap form must be completed, signed by both parties and approved prior to the shift involved pursuant to provisions under Article 18 of this Agreement.

## ARTICLE 18

### SHIFT SWAPPING

Shift swaps may be done within the same pay period with Employer approval. The swap must be mutual with both employees agreeing on the dates of work at the time the request is submitted. Swaps crossing pay periods are approved, on a case by case basis, by the EMS Chief or his/her designee. Requests must be submitted on the proper form, signed by both employees, submitted to the EMS

Supervisor, and approved prior to the start of the shift involved. Notification will then be given, if not immediately, as soon as possible, as to whether the swap is approved or denied. In the event a request is denied, a reason as to the nature of the denial shall be provided by the EMS Chief or his/her designee.

## ARTICLE 19

### SHIFT FILLING, RECALL, DISTRIBUTION OF OVERTIME

All employees are subject to recall for mandatory work. Every effort will be made to make the offer to work optional. If there are no takers, the appropriate\* Mandatory Overtime Call-In List will be used, starting with the least senior full-time Bargaining Unit Member. Generally, working more than 24 hours is avoided unless all other options are exhausted. In filling open shifts, the following 'filling order' will be used:

1. Part-time with no overtime incurred
2. Full-time for overtime (using the Overtime Call-In List)
3. Part-time for overtime (using the Overtime Call-In List)
4. Supervisory staff for overtime (using the Overtime Call-In List)

For routine coverage of open shifts, personnel will be contacted by telephone, e-mail or Department pager. For emergency shift coverage (6-12 hours prior to affected shift), personnel currently working will be offered the shift following the filling order above. If there are no takers, a message will be put out over the Department pagers to part-timers not on overtime, announcing the shift, contact number to call back, and a callback deadline (i.e., "Open shift tonight 6p-6a. Call 782-2653 by 1500 if not OT"). If no reply, a message will be sent to full-time and part-time personnel to cover the shift with overtime (i.e., "Open shift tonight 6p-6a. Call 782-2653 by 1600 for OT"). If more than one person replies, the Overtime Call-In List will be used to assign the shift. Those that responded to the message will be contacted and advised of the shift status. If no takers, a message will be sent to supervisory staff offering the shift. If no takers, the volunteer staffing will be evaluated to see if there is sufficient staffing without covering the shift. If not, the Mandatory Overtime Call-In List will be called to cover the shift.

The following are acceptable excuses for refusing Mandatory Overtime:

- a. Child care (if called less than 12 hours before the shift)
- b. Prior planned vacation (out on PS or Comp Time)
- c. Prior planned trip on regular days off if the Assistant Chief in charge of personnel, or his/her designee, has been advised in writing and acknowledged it, prior to being called for mandatory overtime. The Assistant Chief or designee shall initial and date the written statement indicating that a planned trip has been scheduled on regular days off and shall provide a copy to the individual as an acknowledgement of receipt.
- d. For part-timer if already scheduled to work at another job

The Overtime Call-In List is in order of seniority. The Mandatory Overtime Call-In List is in order of inverse seniority, applied on a rotating basis, as determined by previous mandatory hours worked. If the shift commander needs staffing in an emergent situation, personnel from a previous shift may be mandatorily held over to the next shift. Personnel are not to leave at the end of a shift unless relieved by a qualified crew (able to respond to a call per EMS Department Policy 97 B-2 section IV). If personnel have any questions pertaining to whether it is appropriate to leave, they should contact the shift commander.

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\* Upon the Employer's determination that 1) there is a need to mandate an assignment to fill an open shift and 2) such shift can be covered by an EMT, the EMT list will be used before going to the Paramedic list, and vice versa.

## ARTICLE 20

### ON CALL

It is understood that employees on-call are expected to maintain their fitness for duty at all times during such assignment. Once in service, the employee will be available until released by MEDCOM or 615.

A duty log should be submitted in the usual manner. Pay will be at the applicable straight or overtime rate. The amount of time compensated will equal the amount of time worked, but no less than one hour.

On-call: The Department may at times feel the need to have personnel on-call in emergency situations. It is not the intent to use on-call for routine staffing. These assignments will be filled by utilizing the procedures found in Article 19, Shift Filling Recall, Distribution of Overtime. The employee in an on-call status will be compensated at a rate of \$2.00 per hour. The employee in an on-call status may be recalled via Department issued radio or pager and must be able to arrive at the assigned station within a reasonable period of time.

## ARTICLE 21

### WAGE SCHEDULE

#### Paramedic (full-time)

The percentage increase for 2005 will be 3 %, 2006 will be 3 %, 2007 will be 3 %. As per the Memorandum of Agreement dated April 11, 2008, the percentage increase for 2008 will be 3%, 2009 will be 3.25%, and 2010 will be 3.25%.

#### Paramedic (full-time)

#### PARAMEDIC FULL TIME

Year	Entry Rate (90% of Top Rate)	6 months of service (95% of Top Rate)	Top Rate 1 Year of Service	
2004	\$42,319	\$44,670	\$47,021	
2005	\$43,588	\$46,010	\$48,432	
2006	\$44,896	\$47,390	\$49,885	
2007	\$46,243	\$48,812	\$51,381	
2008	\$47,630	\$50,276	\$52,923	
2009	\$49,178	\$51,910	\$54,643	
2010	\$50,777	\$53,597	\$56,418	

**Emergency Medical Technician (full-time)**

The percentage increase for 2007 will be 3%. As per the Memorandum of Agreement dated April 11, 2008, the percentage increase for 2008 will be 3%, 2009 will be 3.25% and 2010 will be 3.25%.

**EMT FULL TIME**

Year	Entry Rate (90% of Top Rate)	6 months of service (95% of Top Rate)	Top Rate 1 Year of Service
2006	\$33,487	\$35,348	\$37,208
2007	\$34,492	\$36,408	\$38,324
2008	\$35,527	\$37,500	\$39,474
2009	\$36,681	\$38,719	\$40,757
2010	\$37,873	\$39,977	\$42,081

\* Annual increases will be effective for the pay cycle which incorporates January 1<sup>st</sup>

\*\* Annual salary calculation assumes a 3 week work cycle of pay for 36 hrs. in one week, 36 hrs. in a second week and 48 hrs (40 hrs. straight plus 8 hrs paid at 1.5 times the hourly rate) in a third week, with 17.33 work cycles per year. The overtime rate of 1.55 times the hourly rate shall be paid in weeks 1 and 2 for hours worked over 36 and in week 3 for hours worked over 48.

A longevity payment based on years of service with the Town of Colonie will be added into the base rate as a part of total compensation that is due the employee on their anniversary date of service (full-time). Employees will receive \$70 per year of service.

**Paramedic (part-time)**

Rate of pay is based upon the hourly pay rate for the corresponding full-time position, as set forth in the chart below:

For purposes of this scale, 620 hours equals 1 year of service. At the initial implementation of this pay scale, hours worked to date will count towards years of service.

**Paramedics P/T**

Year	85% of Top Rate Probation	(90% of Top Rate) Off prob. - 3 yrs.	(95% of Top Rate) 4-6 years	97% of Top Rate 7-10 Years	Top Rate Over 10 yrs
2004	\$19.22	\$20.35	\$21.48	\$21.93	\$22.61
2005	\$19.79	\$20.96	\$22.12	\$22.59	\$23.28
2006	\$20.39	\$21.58	\$22.78	\$23.26	\$23.98
2007	\$21.00	\$22.23	\$23.47	\$23.96	\$24.70
2008	\$21.63	\$22.90	\$24.17	\$24.68	\$25.44
2009	\$22.33	\$23.64	\$24.96	\$25.48	\$26.27
2010	\$23.06	\$24.41	\$25.77	\$26.31	\$27.12

0-1039 hours      1040-1859 hours      1860-3719 hours      3720-6199 hours      6200 or more

Emergency Medical Technician (part-time)

Rate of pay is based upon the hourly pay rate for the corresponding full-time position, as set forth in the chart below:

For purposes of this scale, 620 hours equals 1 year of service. At the initial implementation of this pay scale, hours worked to date will count towards years of service.

**EMT P/T**

Year	85% of Top Rate Probation	(90% of Top Rate) Off prob. - 3 yrs.	Top (95% of Top Rate) 4-6 years	97% of Top Rate 7-10 Years	Top Rate Over 10 yrs
2004					
2005					
2006	\$15.20	\$16.10	\$16.99	\$17.35	\$17.89
2007	\$15.66	\$16.58	\$17.50	\$17.87	\$18.43
2008	\$16.13	\$17.08	\$18.03	\$18.41	\$18.98
2009	\$16.66	\$17.64	\$18.61	\$19.01	\$19.59
2010	\$17.20	\$18.21	\$19.22	\$19.62	\$20.23
	0-1039 hours	1040-1859 hours	1860-3719 hours	3720-6199 hours	6200 or more

1. Effective September 1, 2008, part-time bargaining unit members will be required to meet a minimum number of work hours to be considered active on the part-time employee list. The minimum number of hours worked to be considered active is 250 hours annually. If a part-time employee works less than 250 hours, he/she will be considered inactive for the purposes of holiday shift bidding.
2. Failure to meet the work obligations set forth in paragraph 1 may constitute just cause for discipline. However,
  - A long term illness, injury or leave of absence from the position will excuse the employee with compliance with the minimum staffing requirements; and
  - If the staffing of the Department changes from the composition in effect on September 1, 2008, and causes a decrease in the number of hours available to part-time employees, and the impact is such that working a minimum of 250 hours annually is not practical, the parties will meet at Labor Management meeting(s) to discuss adjustments to the minimum hour requirements.
3. Effective September 1, 2008, part-time employees of the EMS Department will commit to work (2) 6-hour shifts on the double-time holiday(s), to be bid in advance, by seniority of the active part-time employee lists. In the event a full-time employee(s) is mandated to work due to inability to cover open part-time shifts with a part-time employee (excluding sick calls), 1) the parties agree to meet in labor-management to solve the situation; 2) if labor management cannot resolve the situation, in the next calendar year, the Town may require part-timers to work three

6-hour shifts annually on the double-time holidays. A union delegate will be notified, as early as possible, prior to full-time employee(s) being mandated for holiday coverage.

## ARTICLE 22

### OVERTIME

All compensation for overtime shall be paid at the applicable rate in the pay cycle following the time worked. For purposes of computing overtime for full-time employees, paid holidays, paid Personal Service Time and paid sick time shall be deemed time worked. Application for compensatory time in lieu of overtime pay shall be made to the EMS Chief or designee, which shall be granted at his or her discretion.

All overtime must be approved in advance by the shift commander, unless the overtime arises while in the course of an EMS call, in which case, the approval shall be obtained as soon thereafter as practicable.

Should an employee be out on sick leave (exclusive of medical appointments or when released from long term disability), he/she is not eligible to work overtime for the next 24 hours, starting from the beginning of the shift on which he/she was sick. Also, if an employee is out on sick leave for any time in the 24 hour period after the overtime shift he/she works, he/she will be paid at straight time rate for that shift in lieu of the sick leave. The employee is eligible for overtime on all other shifts.

## ARTICLE 23

### ACTING SHIFT COMMANDER

If a member of the bargaining unit is designated as Acting Shift Commander, he or she shall be compensated an additional sum of \$2.00 per hour for hours worked in that capacity. The assignment will be given to the most senior full-time paramedic already scheduled on that shift or the most senior part-time paramedic if no full-time paramedic is working.

## ARTICLE 24

### FIELD TRAINING PAY

Any member assigned the responsibility of field training will receive an additional sum of \$1.50 per hour for the duration of the training period, such duration to be determined by the Department.

## ARTICLE 25

### TEMPORARY ASSIGNMENT

The Department has the right to periodically utilize specially trained or uniquely qualified personnel for assignment to details of short duration, even when such duty assignments may temporarily circumvent the principles of seniority set forth in the Agreement. Where such assignment results in a temporary reassignment of shift, the Department will give the affected member at least one week's notice of the assignment. These assignments will be made with the consent of the employee to be assigned. Such voluntary assignments would include, but not be limited to, training, Quality Improvement, and other special projects.

## ARTICLE 26

### ALL CALLS

1. When an "all Call" goes out, and you can respond within 10 minutes, call in to Communications. If authorized to respond, you must notify MEDCOM by 800MHz radio of the crew status when arriving at a specified station.
2. Once in service, the unit will be available until released by MEDCOM or the shift commander.
3. A duty log should be submitted in the usual manner. Pay will be at the applicable straight or overtime rate. The amount of time compensated will equal the amount of time worked, but no less than one hour.
4. If there is adequate staffing and there are additional personnel, the employee should contact the shift commander for directions as to:
  - a. staffing another unit in that station, or
  - b. reporting to another station, or
  - c. being released.

## ARTICLE 27

### COMPLIANCE WITH PROCEDURES FOR EMPLOYEE BENEFITS

Various Union contracts provide many employee benefits. The Town may elect to insure some of these benefits with an outside carrier. The fact that the Town has agreed to provide benefits does not relieve any employee from proper enrollment procedure with said carrier. Failure to comply will relieve the Town of its contractual obligations, resulting in the employee forfeiting the benefit. In other words, if the Town is providing a benefit through a carrier, the employee must enroll in order to receive the benefit; they cannot fail to enroll, and subsequently demand the Town provide the benefit or face a contract violation.

## ARTICLE 28

### HEALTH INSURANCE

The Town will contract with Capital District Physicians' Health Plan (CDPHP) (Premier 20 with drug rider) or its equivalent and will provide each full time employee with an individual, two-person or family plan, as may be appropriate. The CDPHP HMO 20 prescription drug co-payment shall be a \$10.00 co-pay for generic drugs; a \$20.00 co-pay for brand name drugs; and a \$35.00 co-pay for non-formulary brand name drugs. The Town will maintain (either through the purchase of riders or by vouchered reimbursement) these prescription drug co-payment levels for HMO 20 through December 31, 2010 at which time this maintenance provision will sunset and the prescription drug co-pay which is part of the CDPHP HMO 20 will become effective. The Town will also offer an individual or family plan, as may be appropriate, through the New York State Health Insurance Program (NYSHIP) (also known formally known as the "Empire Plan") to each full time employee. The Town's share of the Empire plan premium cost shall be limited to that which it would pay for equivalent CDPHP coverage. Effective July 1, 2008, the Town will offer a "CDPHP HMO 25" plan as an "Option B" CDPHP plan. The plan carries a lower premium than the HMO 20 and will have a \$4.00 generic drug co-payment and a 50% brand name drug co-payment which includes non-formulary brand name drugs.

The parties understand that the current inpatient hospital co-pay for both of the CDPHP plans is \$500.00 and that the Town has no responsibility for any changes made to that plan by the carrier. The Town agrees however, that during this Agreement, the Town will reimburse an employee after the employee has paid one co-pay in a calendar year (per family), the difference between \$500.00 and any increase in the co-pay for hospital admissions which might occur during this contract. The purpose and

effect of this provision is that the employee (after the first co-pay) will be assured that the maximum exposure for each additional inpatient hospital co-pay will be \$500.00.

The Town may change these plans provided that any substituted plan is equivalent to the benefit level of these plans as of the date of change. (i.e. Practicality may require that certain benefits may be reduced; however, other items would be improved thus maintaining the current overall level of coverage.) Any changes in any of the plans offered by this Agreement made by the carrier are outside of the Town's control and carry no liability to the Town.

Effective with the beginning of the payroll period closest to May 1, 2008, all bargaining unit members enrolled in the CDPHP HMO 20 program will contribute 7.5% of the monthly premium for that plan. The premium contribution will change to 10.0% on January 1, 2009. Members of the bargaining unit who elect to enroll in "Option B" above will receive an incentive from the Town in an amount of \$500 for family coverage, \$400 for two-person coverage and \$300 for individual coverage. These amounts will be paid into a flex-plan type account on behalf of each enrolled member on an annual basis. It is understood these flex-plan amounts can be reduced and/or eliminated such that the Town's total financial exposure (Option B Premium plus flex-plan contribution) cannot exceed the Town's total premium exposure for the HMO 20 plan (total premium minus employee contribution equals net premium to the Town).

Any employee who is covered by the Town's health plan and is paying any portion of the premium for such coverage may elect to have his/her share of such premium paid on a pre-tax, salary reduction basis through the Town of Colonie Flexible Benefit Plan (Medical Plan Premium Conversion).

The Town will also contract with Guardian Life for Dental Insurance (Dental Guard Program) or its equivalent, and vision insurance (Designer Premier) or its equivalent. The Town may change these plans provided that any substituted plan is equivalent to the benefit level of these plans as of the date of change. (i.e. Practicality may require that certain benefits may be reduced; however, other items would be improved thus maintaining the current overall level of coverage.)

#### Retiree coverage

All employees who qualify for Social Security disability and/or ordinary disability retirement under the provisions of the NYS Retirement and Social Security Law and have 10 years of full-time service with the Town will be subject to the same provision as those employees with 20 years of full-time service with the Town as set forth below.

~~In the event that after retirement from Town service and prior to eligibility for Medicare, a retired employee becomes employed elsewhere and eligible for medical benefits insurance coverage with benefits comparable to those available from the Town and with comparable contribution by the employee, then and in such event all eligibility of said person for payments by the Town of all or any part of the medical benefits insurance premiums shall terminate.~~

Upon the death of any retired employee, payment by the Town of all or any part of the medical benefits insurance premiums shall terminate.

With respect to employees retiring and continuing their health insurance coverage in the plan covering Town workers, the Town will contribute toward their health insurance premium as follows:

#### 1. Employees enrolled in CDPHP:

- A. Employees with 20 years or more of full-time service with the Town will receive health insurance with the Town contributing toward their health insurance premiums at the rate of 100% for an individual plan and 75% for a family plan. Employees with 20 years or more of full time service with the Town who retire on or after January 1, 2010 will receive health insurance with the Town contributing toward their health insurance premiums at the rate of 90% for an individual plan and 75% for a family plan.
- B. Employees with less than 20 years of full-time service but with 15 or more years of full-time service with the Town will receive health insurance with the Town contributing toward their

health insurance premium at the rate of 75% of the premium for an individual plan and 50% of the premium for a family plan.

- C. Employees with 10 or more years of full-time service, but with less than 15 years of full-time service, will receive health insurance with the Town contributing toward their health insurance premium at the rate of 50% of the premium for an individual plan and 35% of the premium for a family plan. Effective January 1, 2010, members of the bargaining unit who retire with less than 15 years of service will not be eligible for Town paid health insurance in retirement.

2. Employees enrolled in NYSHIP:

Subject to the requirements of the Civil Service Law that require a certain minimum contribution from the former employer, the maximum premium contribution by the Town shall be that which it would pay for a CDPHP retiree enrollee as set forth above.

The Town agrees to allow retirees to self-pay for dental benefits through Guardian Life; this provision is subject to carrier terms and conditions.

**DUPLICATION OF COVERAGE** - Any employee entitled to the Town Health Insurance (family coverage) may elect to waive such coverage if his/her spouse has other health insurance coverage. Employees waiving coverage shall be required to show proof of spouse's coverage to the Town and to the Union. An employee who desires to waive the Town Health Insurance coverage shall notify the Town and the Union, in writing, and such waiver of coverage shall be effective on the first day of the month following employment date. An employee who desires to waive the Town health insurance coverage, at any other time, shall notify the Town and the Union, in writing and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the Town. All employees waiving all coverage will receive the sum of \$100.00 per month, less any required deductions, to be paid by separate check, in March, June, September and December of each year.

Should the spouse's coverage be terminated for any reason, the employee will immediately notify the Town. Upon such notification, the Town shall transfer the employee to the Town's Health Insurance plan provided herein, and the employee will be provided full coverage without any preconditions or lapse in coverage, in accordance with the terms of the particular carrier's plan.

An employee who has waived the Town's Health Insurance coverage and who desires to be reinstated to such coverage shall notify the Town and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the date of receipt of such notification by the Town.

With respect to an employee whose spouse is also a Town employee, and who would qualify as a dependent under the spouse's family (or two-person) plan, there shall be no entitlement to the waiver, or to family (or 2-person or individual) coverage as a primary insured. This concept shall also apply to dental coverage.

## ARTICLE 29

### LIFE INSURANCE

The Town will insure the life of each active full-time bargaining unit member in the amount of \$10,000. Part-time members may voluntarily participate in the Town's life insurance plan by paying the premium to the extent that the Town's insurance policy allows such participation.

ARTICLE 30

HOLIDAYS

The following holidays are paid at a double-time rate for hours worked for Bargaining Unit Members:

- New Year's Day (actual)
- Martin Luther King Day (observed)
- Memorial Day (observed)
- July 4th (actual)
- Labor Day (observed)
- Thanksgiving Day (actual)
- Christmas Day (actual)
- Christmas Eve (6 PM to 6 AM) (non-Town holiday)
- New Year's Eve (6 PM to 6 AM) (non-Town holiday)

The remaining holidays (Presidents Day, Columbus Day, Election Day, Veteran's Day, and Day after Thanksgiving) are paid at the regular rate.

ARTICLE 31

PERSONAL SERVICE TIME

All vacation time and personal time will be placed into a category defined as Personal Service Time (PST), and will be earned at the rate described below for each full pay period.

Personal Service Time Schedule for F/T Bargaining Unit Members

<u>Years of Service</u>	<u>Total Hours Earned Per Year</u>	<u>Rate Per Day</u>
New Employees	216 Hours*	0.5918 hours/day
After 1 Year Service	224 Hours*	0.6137 hours/day
After 5 Years Service	272 Hours*	0.7452 hours/day
11 Years of Service	280 Hours*	0.7671 hours/day
12 Years of Service	288 Hours*	0.7890 hours/day
13 Years of Service	304 Hours*	0.8329 hours/day
14 Years of Service	312 Hours*	0.8548 hours/day
15 Years of Service	328 Hours*	0.8986 hours/day

\* Includes 96 hours of holiday time

Each full-time employee shall be entitled to receive PST, as hereinafter set forth, at the regular rate prescribed for his/her classification of work.

All PST requests must have the EMS Chief's or his/her designee's approval, and the Town has the right to schedule time-off at such times as it deems to be consistent with the orderly and efficient performance of its functions and services, giving consideration, where feasible, to employee requests on a seniority basis within the Department.

Subject to the provisions of the previous paragraph, where feasible, the Town will endeavor to arrange time-off so that individuals requesting some or all of their PST in one continuous period will be accommodated, provided that such request will be made in writing seven (7) days prior to the requested time-off.

PST may be taken in one day or less increments; however, the authorization of these Personal Service Time requests will be at the sole discretion of the EMS Chief.

PST may be accumulated from one year to the next with a total maximum accumulation of 480 hours.

All terminated employees will be allowed to receive compensation for PST "on the books" as of the date of termination, up to a maximum of 480 hours.

If an employee is on Long Term Disability or Workers' Compensation for more than 30 working days, they are not entitled to accumulate PST, until they resume full-time status. However, if an employee returns to work on a part-time basis for more than half (1/2) time in a pay period (40 hours), they will receive their full accumulation (if an employee is released to less than half (1/2) time in a pay period (40 hours) no accumulation will be given). Also, employees on authorized leaves of absence without pay will not accumulate PST until they return to work.

There will be no mandatory minimum use of PST each year. However, holidays are incorporated into the schedule and employees must use the designated number of Town Holidays for that year. Holidays cannot be carried over from one year to the next.

For New Employees, PST is accumulated from the first day of employment. It may not be taken until the EMS Chief has notified the employee that he/she has satisfactorily completed the probationary period or its equivalent trial period.

If employment is terminated by the Town or at the employee's own volition either during or at the end of the probationary period, no compensation for the accumulated time shall be allowed.

## ARTICLE 32

### PERSONAL SERVICE TIME FOR P/T PARAMEDICS AND EMERGENCY MEDICAL TECHNICIANS

Each part-time employee in the negotiating unit shall be entitled to receive PST, as hereinafter set forth, at the regular rate prescribed for their classification of work.

#### Personal Service Time Schedule for P/T Paramedics and Emergency Medical Technicians

<u>Hours Worked</u>	<u>Accumulation</u>	<u>Total Accumulation</u>
260 hours	10 hours	10 hours
520 hours	10 hours	20 hours
780 hours	10 hours	30 hours
1040 hours	10 hours	40 hours
1300 hours	10 hours	50 hours
1560 hours	10 hours	60 hours
1820 hours	10 hours	70 hours
2080 hours	10 hours	80 hours

PST may not be taken until the EMS Chief has notified the employee that he/she has satisfactorily completed the probationary period. If an employee is removed from the probationary period before the equivalent time of 26 weeks, he/she must work a minimum of 1040 hours before using Personal Service Time.

Time cannot be taken until it is posted. Time will be posted on time sheets after the first payroll period in January.

Employees are allowed to annually accumulate a maximum of 80 hours and carryover a maximum of 160 hours.

Employees will be required to begin each calendar year at the beginning of the accrual schedule.

All PST requests must have the EMS Chief's or his/her designee's approval, and the Town has the right to schedule time-off at such times as it deems to be consistent with the orderly and efficient performance of its functions and services, giving consideration, where feasible, to employee requests on a seniority basis within each Department.

Subject to the provisions of the previous paragraph, where feasible, the Town will endeavor to arrange time-off so that individuals requesting some or all of their PST in one continuous period will be accommodated, provided that such request be made in writing seven (7) days prior to the requested time-off.

PST may be taken in one day or less increments; however, the authorization of these PST requests will be at the sole discretion of the EMS Chief.

If employment is terminated by the Town or at the employee's own volition either during or at the end of the part-time probationary period, no compensation for the accumulation time shall be allowed. Permanent employees will be allowed to receive compensation for PST "on the books" as of the date of termination, up to a maximum of 160 hours.

If an employee transitions from part-time employment to full-time employment with the Town and has PST accumulated, he/she may carry that time over and use it while on probation.

## ARTICLE 33

### PERSONAL SERVICE TIME / COMPENSATORY TIME VACATION REQUESTS

#### General

Members who request PST or Compensatory Time (Comp Time) must submit a signed request at least seven (7) days prior to the requested leave date. The request shall be forwarded to 612 or, in his/her absence, 615 or the EMS Chief. Requests with less than seven (7) days' notice will be granted as staffing levels permit. Similarly, when more than one member requests leave the same date, leave will be granted as staffing levels permit. In the event that a requested shift cannot be filled, leave will be permitted only at the discretion of the EMS Chief or designee.

Subject to the provisions above, up to three paramedics may be "absent" from work on the same date, with the third person responsible for finding his/her own coverage once the schedule for the month in question has been posted, and up to two EMT's may be "absent" from work on the same date, with the second person responsible for finding his or her own coverage once the schedule for the month in question has been published. This coverage should be documented on the top half of a Shift Swap Form, signed by both parties and submitted for approval.

A person is considered "absent" from work for any of the Reason Codes listed below. However, on days other than holidays, a person absent from work for reasons 3, 4, 9, and 13 through 18, below, shall be considered the "third person" off, leaving two openings for time off to be considered by management. A second or third person off in those categories will be considered the 2<sup>nd</sup> and 1<sup>st</sup> person off.

The parties recognize the need to permit employees the opportunity to utilize earned leave time. In the event that 3 or more employees are absent for more than 14 consecutive days for codes 3, 4, 9,

and 13 through 18, the parties agree to meet forthwith to implement temporary measures to allow bargaining unit members the ability to utilize earned leave time.

#### ABSENCE REASON CODES

01	Personal Service Time	12	Jury Duty
03	Long Term Disability	13	Leave of Absence W/O Pay
04	Worker's Compensation	14	Military Leave W/O Pay
06	Compensatory Time Taken	15	Military Leave with Pay
08	Bereavement	16	Other
09	FMLA Leave	17	Suspension W/O Pay
11	Sick Time W/O Pay	18	Suspension with Pay

On holidays, up to two people may be "absent" from work on the same date for any of the codes set forth above, with the second person responsible for finding his/her own coverage once the schedule for the month in question has been posted. This coverage should be documented on the top half of a Shift Swap Form, signed by both parties and submitted for approval.

#### Vacations

In addition to the General provisions, above, the following shall apply to requests for blocks of vacation time.

From October 1 through October 31 of each year, eligible Full-time members may pick up to two weeks of vacation during the following year. Following the seniority list, each member will:

1. write in the dates of his/her choice or pass, and
2. sign and date next to his/her name on the posted list, and
3. complete the appropriate time off from work form.

If a member does not sign the posted list within two days of the previous person, this will be considered a "Pass" and the choice will move to the next person on the list.

From November 1 through November 30 of each year, eligible Full-time members may pick up to one additional week of vacation during the following year. Following the seniority list, each member will:

1. write in the dates of his/her choice or pass, and
2. sign and date next to his/her name on the posted list, and
3. complete the appropriate time off from work form.

If a member does not sign the posted list within two days of the previous person, this will be considered a "Pass" and the choice will move to the next person on the list.

From December 1 through December 20 of each year, eligible Part-time members may pick up to one-week of vacation during the following year. Following the seniority list, each member will:

1. write in the dates of his/her choice or pass, and
2. sign and date next to his/her name on the posted list, and
3. complete the appropriate time off from work form.

If a member does not sign the posted list within two days of the previous person, this will be considered a "Pass" and the choice will move to the next person on the list.

All subsequent requests will be considered following the General guidelines above.

With respect to the maximum accumulation of 480 hours of Personal Service Time per year, the Town recognizes that there may be extraordinary circumstances that prevent the employee from utilizing PST, which results in PST being forfeited at the end of the year. (An example of this could be due to a work emergency where the Town was forced to revoke a previously approved block of vacation.). The employee may request relief and the Town may grant relief so that the employee may be permitted to use some or all of such overage before February 15 of the following year. Consideration may also be given to pay up to 40 hours of unutilized PST in such circumstances.

## ARTICLE 34

### SICK LEAVE/ABSENCE FROM WORK DUE TO ILLNESS/INJURY POLICY

This Policy applies to full-time employees and pertains to Short Term Absences, Long Term Disabilities and Workers' Compensation Illnesses/Injuries as defined below. The Long Term Disability and Workers' Compensation benefits contained in this policy are designed to supplement New York State Disability and Workers' Compensation statutory benefits. Benefits provided under this policy may run concurrent with other statutory provisions.

Short-Term Illness/Injury is defined as an illness/injury that results in the employee's absence from work because of his/her own personal illness or injury that occurs off the job and/or for medical appointments. Total sick leave used per occurrence does not exceed five (5) full consecutive working days.

Long Term Illness/Injury (Disability) is defined as an illness/injury that results in the employee's absence from work for more than five (5) full consecutive working days due to his/her own personal illness/injury that occurs off the job.

Workers' Compensation Illness/Injury is defined as an illness/injury incurred on-the-job or in the course of job duties; job connected disability.

#### General Provisions:

Benefits provided under this policy may run concurrent with other statutory provisions except that the Town agrees not to remove an employee from the payroll pursuant to Sections 71, 72 and 73 of the Civil Service Law (although the Town may "start the clock" for removal) when that employee has benefits remaining pursuant to this policy and there is competent medical support of the fact that the employee is expected to return to work before his/her benefits pursuant to this policy terminate.

All absences from work must be charged to sick time or some other authorized leave program.

An employee on sick leave shall not travel in excess of a one hundred (100) mile radius of the Public Safety Building without obtaining the permission of the Town Supervisor or designee, who shall consult with the employee's Chief before granting such permission.

In the event that the Town pays sick time to an employee and the employee recovers damages for lost wages from any third party responsible for such disability, then the payments made by the Town shall constitute a lien on lost wages recovery and the Town shall be entitled to reimbursement from such recovery. If an employee claims damages for lost wages from a third party, the employee must notify the Town Attorney's Office immediately upon filing of such claim, providing the employee is notified, in writing of his/her obligation under this policy.

If an employee is released by his/her physician to perform full-time light duty, the Town reserves the right to assign the employee to any duty as it sees fit, within his/her division. If an employee is released to light duty, and the Town does not elect to have him/her perform light duty, the employee will not forfeit any benefits established by this policy.

If an employee returns to work on a part-time basis for more than half (1/2) time in a pay period (40 hrs), they will receive their full PST accumulation. If an employee is released to less than half (1/2) time in a pay period (40 hrs) no accumulation will be given. Also, employees on authorized leaves of absence without pay will not accumulate Personal Service Time until they return to work.

If an employee is released to anything other than full-time duties (half-time, part-time, etc.) the employee will receive 100% pay for time worked. Times absent will be paid according to the schedule in which the employee was covered under during this illness/injury.

Frequent absences from work, regardless of the reasons for absence, even if approved, may necessitate disciplinary action up to and including termination.

Any violation of this policy may subject an employee to disciplinary action up to and including termination of employment, however all employees retain their rights under applicable disciplinary provisions of this Agreement.

Nothing contained in this policy or in any insurance or other benefit program maintained by the Town shall be deemed to entitle any employee to more than one (1) day's straight time pay for one (1) day's absence.

Probationary employees are eligible to receive three (3) sick days when absent from work between 8 and 26 weeks of probation (new hires only).

The Town shall have the right at its option to have the Town Nurse or any other representative visit any employee absent on sick leave.

An employee should schedule doctor or dentist appointments as close to the beginning or end of the workday as possible.

Sick time is not to be used for on-going chiropractic and/or physical therapy appointments. Employees are to schedule any additional appointments for the above services outside of their normal workday. If a problem arises that appointments cannot be scheduled during that time, the Human Resources Department must be notified in order to make a determination.

### Disqualifying Factors

Any employee claiming sick pay from the Town will forfeit his/her right to sick pay if the employee works for anyone other than the Town for any period of time during which he/she is claiming sick pay.

If the illness/injury arises from the course of employment with an employer other than the Town of Colonie (which is or becomes a Workers' Compensation case), and the employee is eligible and can collect benefits from the other employer, the benefits in this policy will not be available. This means that if claiming Workers' Compensation benefits from another employer, the employee is ineligible to claim disability benefits from the Town.

If the employee's illness/injury arises from conduct defined as misdemeanors or felonies, the Town of Colonie benefits contained in this policy will not be available, unless approved by the Town Board. If an employee is granted sick pay pending disposition of an alleged misdemeanor or a felony, and said employee is subsequently convicted, the Town will deduct 25% of the total amount of sick pay said, per paycheck until the total amount is satisfied.

Upon exhaustion of all time (Personal Service Time, etc.) the Human Resources Director, in consultation with the Town Supervisor, may extend benefits and thereafter suspend or continue benefits with the approval of the Town Supervisor. The Human Resources Director in consultation with the Town Supervisor may commence disciplinary action for any abuse of this policy.

### Short-Term Illness/Injury

#### Purpose:

The Town provides a benefit to its employees with a Short-Term Illness/Injury Policy to protect them in the event of illness or injury of a short duration (five [5] consecutive working days or less).

#### Scope of Application:

This policy applies to all full-time employees who have satisfactorily completed the designated probationary period (8 weeks to 26 weeks).

#### Scope of Policy:

This policy explains the benefit, eligibility, disqualifying factors, procedures for reporting sick time and administration of the policy.

Policy and Procedure:

Eligibility

All full-time employees who have satisfactorily completed the designated probationary period with the Town are eligible for this benefit.

In order to be eligible, an employee is required to fill out a "Town of Colonie Sick Leave Notification/Verification Form" for each and every absence from work due to illness/injury or medical appointments.

Benefits

This benefit is paid for by the Town. Short-term illness/injury is paid at 100% of salary.

Procedure

An employee is required to fill out a "Town of Colonie Sick Leave Notification/Verification Form" for each and every absence from work due to illness/injury or medical appointment.

Doctor and/or dentist visits are covered under this policy and must be charged accordingly. Medical proof of such appointments may be required. An employee should schedule doctor and/or dentist appointments as close to the beginning or end of the workday as possible.

An employee is required, in the case of illness/injury, to notify, in person, his/her Chief/designee as close as possible to the beginning of the normal workday, or earlier, if possible, indicating the nature of the illness/injury. Shift workers must notify their supervisors as soon as possible before the scheduled reporting time so a replacement may be secured.

After three (3) consecutive working days of absence, the Town may request a doctor's certification for verification, diagnosis and prognosis. The Town has the right to have an employee evaluated by the Town Physician at the Town's expense, if in the Town's discretion it has reason to believe the employee may not be capable of performing all aspects of his/her position.

Administration

The Human Resources Director is responsible for administering the Short-Term Illness/Injury Policy.

Long Term Disability

Purpose:

The Town provides a benefit to its employees with a Long-Term Off the Job Illness/Injury Policy to protect them in the event of illness or injury, off the job, for an extended period of time (more than five [5] consecutive working days).

Scope of Application:

This policy applies to all full-time employees.

Scope of Policy:

This policy explains the benefit, eligibility, disqualifying factors, procedures for applying for Long-Term Disability Benefits, the schedule to be used for implementing this policy and the administration of the policy.

Policy and Procedure:

## Eligibility

An employee with less than four (4) weeks of full-time employment is not eligible for this benefit. An employee with at least four (4) weeks of full-time employment and who has not satisfactorily completed the designated probationary period will be entitled to the New York State Disability law statutory benefit only. Upon satisfactory completion of the probationary period and until the completion of six (6) months of full-time service the employee will only be entitled to statutory benefit or 50% of salary (whichever is greater).

The Statutory Benefit does not provide for the first five (5) working days (waiting period) of the disability. The Statutory benefit provides that during any fifty-two (52) week period a maximum amount of twenty-six (26) weeks of disability will be paid.

Upon satisfactory completion of six (6) months of full-time service, the attached "Long Term Disability Chart" will apply.

In order to be eligible for long term disability benefits, the Town requires the completion of a disability form within ten (10) working days of illness/injury. If the disability form is not completed in the designated time frame (ten [10] working days after disability begins), the Town has no authorization to pay any benefits under this policy. The Human Resources Director, however, has the authority to extend this time period, should it be necessary.

## Benefits

This is a benefit that is paid for by the Town and supplements the New York State Disability Law requirements.

In the event that the Town determines an employee is unable to fulfill the duties of his/her position, the Town may exercise the option to file for disability retirement on behalf of the employee or exercise other options available to the Town.

## Procedure for Applying for Long Term Disability Benefits

It is the employee's responsibility to notify his/her Chief/supervisor of the disability.

The disability form, which can be obtained through the Department or the Human Resources Department, must be received within ten (10) working days after disability begins with the following portions completed:

Employee Portion

Physician's Portion (to be completed by treating doctor)

Department's Portion

~~If the above form is not completed in the designated time frame (ten [10] working days after disability begins), the Town has no authorization to pay any benefits under this policy. The Human Resources Director, however, has the authority to extend this time frame, should it be necessary.~~

A return to work slip from the employee's physician is mandatory and must authorize release of the employee to full duty or light duty (indicating all restrictions placed upon the employee). The Town reserves the right to challenge the return to work slip and/or to have the employee examined by the Town's physician.

## Administration

The Human Resources Director is responsible for administering the Long-Term Disability Policy.

Employees are required to provide a new disability form each thirty (30) calendar days of absence.

It is the responsibility of the employee to have periodic (bi-weekly) contact with the Department throughout the duration of his/her illness/injury. Failure to do so may result in loss of benefit.

## Personal Service Time Accumulation during a Long-Term Disability

After thirty (30) working days of absence due to a Long-Term disability, an employee will cease to accumulate PST. Upon return to work, PST accumulation will be reinstated according to the PST Policy.

Upon exhaustion of all time (PST, etc.) the Human Resources Director, in consultation with the Town Supervisor, may extend benefits and thereafter suspend or continue benefits with the approval of the Town Supervisor. The Human Resources Director in consultation with the Town Supervisor may commence disciplinary action for any abuse of this policy.

Benefits for a Long Term Disability are available on a "per occurrence" basis. A second long term disability resulting from this same illness or injury, occurring within a two year period from the original date of illness or injury will be considered the original incident for benefit purposes. Any reoccurrence 2 years or more after the original date of illness or injury will be considered a new and separate occurrence for benefit purposes.

### Workers' Compensation

#### Purpose:

As mandated by state law, the Town provides employees with Workers' Compensation Insurance to protect them in the event of illness/injury on the job.

#### Scope of Application:

All full-time employees are covered under the Workers' Compensation Program.

#### Scope of Policy:

This policy explains who is eligible for Workers' Compensation, benefits and limitations for employees, and the procedures' employee's should use when notifying management about an on the job illness/injury.

#### Policy and Procedure:

#### Eligibility

All full-time employees are covered under the Workers' Compensation Program.

#### Benefits

The Town will supplement Workers' Compensation benefits, allowing the employee to draw full pay for up to six (6) months, regardless of the employee's length of employment. Thereafter, the employee is eligible for the benefits as stated in the Long Term Disability Chart. Once benefits under the Long Term Disability Chart cease, the employee is eligible for the statutory benefit only.

Hospital and doctors' charges related to the injury are paid for in full.

In the event that the Town determines an employee is unable to fulfill the duties of his/her position, the Town may exercise the option to file for disability retirement on behalf of the employee or exercise other options available to the Town.

Employees should ask the Human Resources Department for additional details regarding the above benefit.

#### Procedures for Reporting Injuries

It is the employee's responsibility to notify his/her Chief/supervisor of an on-the-job illness/injury when it occurs.

A completed "Workers' Compensation Injury/Illness Form" (provided by the Town) must be submitted to the supervisor/Chief then forwarded to the Human Resources Department as soon as

possible after the injury/illness (not later than ten [10] days after such occurrence). Delay in reporting may cause loss of benefits.

If lost time is involved, the employee must advise the Chief/supervisor whom, in turn, must advise the Human Resources Director of the return to work date.

Administration

The Human Resources Department is responsible for administering the Workers' Compensation Program.

The Town Safety Officer and the employee's supervisor/Chief should investigate the accident thoroughly to determine its cause and whether the condition may be eliminated.

It is the responsibility of the employee to have periodic (bi-weekly) contact with the Department throughout the duration of his/her illness/injury. Failure to do so may result in loss of benefits.

If a supervisor/Chief receives a Notice of Hearing or is contacted by the Workers' Compensation Board, they should refer the call to the Human Resources Department. The Town may contract with a third party administrator and that administrator may contact the Town representative on such matters. Chief/supervisors will not ordinarily need to appear if a hearing is necessary.

Personal Service Time Accumulation while on Workers' Compensation

After thirty (30) working days of absence due to a Workers' Compensation illness/injury, an employee will cease to accumulate PST. Upon return to work, Personal Service Time accumulation will be reinstated according to the Personal Service Time Policy.

Upon exhaustion of all time (PST, etc.) the Human Resources Director, in consultation with the Town Supervisor, may suspend or extend benefits. The Human Resources Director in consultation with the Town Supervisor may commence disciplinary action for any abuse of this policy.

Long Term Disability Chart

Less than four (4) weeks of full-time employment - Ineligible for Benefits

Four (4) weeks to six (6) months of full-time employment:

On Probation - Statutory Benefit Only

Four (4) weeks to six (6) months of full-time employment:

Off Probation - Statutory Benefit or 1/2 pay (whichever is greater)

Upon completion of six (6) months of full-time employment the following schedule will apply:

YEARS-OF-FULL-TIME-SERVICE

6 months - 5 years	5 years - 10 years	over 10 years
100% for first 90 days	100% for first 90 days	100% for first 180 days
75% 91 to 180 days	90% 91 to 180 days	90% 181 to 365 days
50% 181 to 365 days	75% 181 to 365 days	75% 366 to 455 days
after 365 days All benefits cease	50% 365 to 455 days	

All days above are to be "working days".

## ARTICLE 35

### RETIREMENT

The Town will continue to provide the New York State Retirement, plan 75-i, to eligible members of the bargaining unit.

The Town and UPSEU have reached an Agreement in principal that special legislation to provide for a 25 year no age limit retirement plan for full-time members of the bargaining unit will be pursued by both parties and once such legislation is drafted in acceptable form to both parties, the Town Board will adopt a home rule message to enable the state legislature to enact the new retirement plan.

That in consideration of the additional costs for the new retirement plan, the Town and UPSEU agree that the scheduled pay raise for full-time paramedics for calendar year 2005 and the scheduled pay raise for full-time EMT's for calendar year 2007 will be held in abeyance using the following criteria.

- a. The aforementioned raises will be held in abeyance initially for all full-time paramedics and EMT's.
- b. When the referenced legislation becomes law, full-time bargaining unit members will indicate whether or not they wish to opt into the new retirement plan. For those individuals who elect not to opt into the new retirement plan, their withheld raise will be released and they will be made whole both with regard to retroactive pay adjustments and computation of their new salary on a going forward basis.
- c. For those full-time members of the bargaining unit who opt into the retirement, the Town and UPSEU agree that the Town will withhold the aforementioned raises for those members until such time as the Town has accumulated sufficient funds to pay to the retirement system over a 5 year period the past service credit costs on a collective basis for all members of the bargaining unit. (Example: if the annual past service credit cost for all members of the bargaining unit is \$10,000 per year for 5 years and 10 bargaining unit members have opted into the retirement plan, then the Town will withhold \$5,000 (total) from each of the bargaining unit members who opted in so that the Town has sufficient funds to pay those costs to the retirement system over a 5 year period.)
- d. When each of the bargaining unit members has had the necessary funds withheld as indicated above, their annual salary on a going forward basis will be adjusted upward or "pop-up" to the salary that they would have been at had their respective pay raises not been withheld.
- e. If the aforementioned retirement legislation is not enacted into law by September 1, 2008 (which date can be extended by mutual agreement of UPSEU and the Town), or upon written notification by UPSEU to the Town that it no longer intends to pursue such legislation, then retroactive pay raises and salary adjustments shall be made as if such retirement legislation was not part of this Agreement.

## ARTICLE 36

### EDUCATION REIMBURSEMENT

There will be available to bargaining unit members the total sum of \$4,000 per calendar year for educational reimbursement. Members applying for funds must have their requests in by dates to be determined by a labor management subcommittee.

The amount of money available for each qualifying individual in a given year shall be determined on a pro-rated basis, with a sliding scale of participation by part-time members, determined

by their cumulative hours of service, determined on a prorated basis for the hours worked in the previous year.

Prior approval of all programs and courses must be obtained from a Committee which shall have three (3) voting representatives, one from the Union (not the applicant), one from EMS Administration, and the Town Human Resources Director. Approval must be obtained from at least two (2) of the three (3) voting members. Approval for such courses may depend on such factors as:

- Whether the educational institution is bona fide, including but not limited to whether it is accredited by the New York State Department of Education and whether the course credits would be recognized by the State University of New York;
- Demonstrated benefit to the Town;
- Improvement of the individual in a manner that may affect his/her job performance; and/or
- Timeliness of request.

The above requests for educational assistance shall be limited to tuition and books only.

### ARTICLE 37

#### DEFERRED COMPENSATION

Subject to plan provider guidelines, all Bargaining Unit Members will be allowed to participate in any deferred compensation programs provided by the Town.

### ARTICLE 38

#### DAMAGED OR DESTROYED PERSONAL PROPERTY

There shall be reimbursement for eyeglasses, dentures, clothing and other personal effects damaged or destroyed during the direct discharge of duties. Such reimbursement shall be limited to two hundred dollars (\$200.00) for any one incident.

The Parties agree that this benefit is not intended to cover items such as, but not limited to PDA's, mini computers, cell phones, stethoscopes, other personally owned devices and non-Departmental issued equipment.

### ARTICLE 39

#### JURY DUTY

As long as the Town is notified, in writing, and with proper notification prior to the start of jury duty, an employee will be granted time off for each day required to serve on jury duty and the employee shall not be subject to discharge or penalty.

An employee who works on a full shift other than a regular day shift will be allowed time off with no loss in pay or benefits for the entire shift following a full day's jury duty. An employee will be required to work his/her entire shift whenever it precedes jury duty or comprises a half-day or less.

This policy does not apply to attendance at court on the employee's behalf as a plaintiff, defendant or as a witness.

An employee who must attend court on his/her behalf as a plaintiff, defendant or as a witness is required to charge time lost to PST or Comp Time.

#### Jury Service in New York State Unified Court System

A full-time employee will be granted time-off with full pay for each day required to serve on jury duty.

Any other employee will be paid full pay only if jury service takes place on his/her regularly scheduled workday.

### Jury Service in Federal District Court

A full-time employee will be granted time off with full pay for each day required to serve on jury duty.

Any other employee will be paid full pay only if jury service takes place on his/her regularly scheduled workday.

An employee called to serve on a jury in Federal District Court may be entitled to travel expenses, which shall be paid by the federal government. Any questions regarding travel expenses should be directed to the Director or Administrative Office of the United States Courts.

### Procedure

In all cases, proof in the form of a copy of the jury duty notification will be required before leave will be granted. Employees will be required to provide, to the EMS Chief, a record of jury duty attendance from the court (record must provide, in writing, hours attended).

An employee must present advance notice of jury duty to the EMS Chief before beginning jury duty. Thereafter, the EMS Chief must forward a copy of such notice to the Human Resources Department.

When an employee does not spend a full day on jury duty, he/she is required to contact the EMS Chief for instructions regarding reporting to work for the remainder of the day.

The EMS Chief should contact the Human Resources Department regarding any questions concerning an employee's eligibility for jury duty service.

## ARTICLE 40

### BEREAVEMENT LEAVE

Full-time Bargaining Unit Members with one (1) year of service will receive three scheduled days, of which thirty-six (36) hours will be paid bereavement leave (no deduction made for time lost by reason of death) per occurrence for time lost due to death in the "immediate family". Immediate family as used herein shall mean husband, wife, mother, father, mother-in-law, father-in-law, child, brother and sister and any relative or significant other of the employee living in the household. The employees will be granted two scheduled days, of which up to twenty-four (24) hours will be paid bereavement leave for time lost due to the death of the employees' grandparents, spouse's grandparents, sister-in-law, brother-in-law. A full-time Bargaining Unit Member with less than (1) year of service, but with (12) months or more of part-time service, will be granted twelve (12) hours of bereavement leave for the above circumstances provided the wake or funeral occurs on a scheduled workday.

Bereavement leave is not cumulative. If two or more deaths occur simultaneously, the employee will be entitled to three scheduled days, of which twenty-four (24) hours will be paid bereavement leave. If the employee elects to bank eight (8) hours of leave in order to save it for use during scheduled work time for a burial, which must be delayed due to seasonal concerns, then he/she may use eight (8) hours for such purpose.

The foregoing provisions of this article will not apply when an employee is off duty for other reasons including (a) leave of absence (other than connected with death), (b) Holiday (c) Illness, (d) Injury, (e) Layoff.

The Town may, upon prior request, grant additional days of bereavement leave in extraordinary cases of unusual circumstances and special need upon such terms as the Town may determine.

Part-time Bargaining Unit Members with twelve (12) months of service or more will be granted up to twelve (12) hours of bereavement provided the wake or funeral occurs on a scheduled workday.

## ARTICLE 41

### FAMILY AND MEDICAL LEAVES OF ABSENCE

#### Purpose:

The purpose of this policy is to outline the applicability of the Family and Medical Leave Act of 1993 (FMLA) which requires, in general, that the Town provide qualified employees with 12 work weeks of unpaid leave during any 12 month period subject to certain conditions, for one or more of the following reasons:

1. The birth of the employee's son or daughter and to care for the newborn child;
2. The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child;
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

This policy sets forth a summary of this statutory employee benefit with a general guideline of the Town procedures to be followed in order to implement such leaves of absence. A more detailed explanation, together with the text of the statute, can be obtained from the Human Resources Department.

#### Scope of Application:

This policy applies to all employees who have been employed by the Town of Colonie for at least 12 months at the time the leave is expected to commence (these 12 months need not have been consecutive); and have worked 1250 hours during the 12 month period immediately preceding the leave.

#### Scope of Policy:

The provisions of this policy may run concurrent with other paid benefit policies of the Town.  
[Addressed below]

There are two separate aspects of the FMLA:

A. Birth, placement of a child for adoption or foster care, or care for a family member

Those employees requesting FMLA leave under this portion of the Act may substitute paid leave (i.e. Personal Service Time) for all or any part of the approved FMLA leave.

However, an employee shall not be required to exhaust his/her Personal Service Time, but may exercise the option of utilizing unpaid leave. To the extent that an employee may exercise such option, he/she must indicate, at the time of application, the period of time to be taken as either Personal Service Time or unpaid leave.

B. An employee's own serious health condition

Those employees absent from work for their own serious health condition will be required to utilize FMLA leave concurrently with any other paid leave benefits (i.e. workers' compensation, short/long-term disabilities).

#### Policy and Procedure:

##### Coverage

Family leaves may be granted for up to twelve (12) weeks during a twelve (12) month period measured forward from the date the employee's first FMLA leave begins.

Reinstatement cannot be assured if an employee exceeds the above. The total amount of family leave taken under this policy may not exceed twelve (12) weeks during any continuous twelve (12) month period.

If medically necessary for a serious health condition of the employee or his/her spouse, child or parent, leave may be taken intermittently or on a reduced leave schedule.

#### Alternative position

If an employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the Town may require such employee to transfer temporarily to an available alternative position offered by the Town for which the employee is qualified and that:

- A. Has equivalent pay and benefits;
- B. Better accommodates recurring periods of leave than the regular employment position of the employee

Spouses who are both employed by the Town are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth, placement of a child with the employee for adoption or foster care of a child, or to care for a parent (but not a parent-in-law) with a serious health condition.

#### Employment and Benefits Protection

##### Restoration to Position:

In general, any eligible employee who takes leave under the FMLA for the intended purpose of the leave shall be entitled, on return from such leave:

- A. To be restored by the Town to the position of employment held by the employee when the leave commenced; or
- B. To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

Exception: With respect to employees who are among the highest paid ten (10%) percent of Town employees, the Town may deny restoration to such eligible employees if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Town. The Town must notify the employee that they are a key employee and may be denied restoration at the time that the employee gives notice of need for FMLA leave. As soon as the Town determines that they will deny restoration due to grievous economic injury to the operations of the Town, the Town must notify the employee of that determination.

##### Benefits Protection:

Employees on authorized family leaves will be covered for those medical, dental, and other insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of the premium made to maintain the employee's health insurance coverage, unless the failure to return to work was for reasons beyond the employee's control, or due to the continuation, reoccurrence or onset of a serious health condition.

Personal Service Time will not accrue during unpaid leave periods.

#### Notification and Reporting Requirements

When the need for leave is foreseeable, such as the birth or adoption of a child or planned medical treatment, the employee must provide not less than thirty (30) days notice. Employees

requesting leave should make every effort to schedule leave so as not to disrupt Town operations. The employee may be required to report periodically on his/her leave status and intention to return to work.

#### Permission and Documentation

The Town shall require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. In its discretion, the Town may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Town and the employee.

### ARTICLE 42

#### EMPLOYEE ASSISTANCE PROGRAM

The Town will provide an Employee Assistance Program (EAP) comparable to the EAP Program provided through Employee Services, Inc.

### ARTICLE 43

#### MILITARY LEAVE

##### With Pay

Full-time bargaining unit members who are Military Reservists will be granted leaves of absence with pay for a period not to exceed 30 days in any calendar year and leave without pay for absences beyond 30 days. Members of the active reserve who are ordered to duty shall be granted leaves of absence with pay for periods not to exceed 30 days in any calendar year.

##### Without Pay

Provisions of the New York State Military Law cover employees who enter the Armed Forces. Proof in the form of official orders is required. These employees are entitled to leaves of absence without pay up to four (4) years, and may also receive payment for PST or Compensatory Time previously accumulated.

### ARTICLE 44

#### LEAVE WITHOUT PAY

Employees may request leave without pay for up to six (6) months. Such leaves may be granted at the Town's discretion.

### ARTICLE 45

#### DEPARTMENT TRAINING

With a minimum of thirty (30) day's notice, the Town shall have the right to change a particular shift assignment for the purpose of attending training.

#### 1. Mandatory Drills / In-Service Training

The Department will schedule mandatory drills as needed for each year.  
Mandatory Drills

FT and PT: Employees shall receive their applicable straight or overtime rate of pay.

All requests for additional outside training (categories 2 and 3, below) must be made in writing to and approved by the EMS Chief.

## 2. Department Supported Training/Staff Development

To promote staff development the Department occasionally sends staff members to training programs for professional and instructor development. These programs are occasionally out of town.

Work time, tuition, travel and subsistence expenses for approved programs will be covered.

FT - Course hours covered and considered work time, no overtime incurred

PT - Course hours covered and considered work time, no overtime incurred

Accommodations will be made to allow travel without costing the staff member any PST.

## 3. Maintenance of Certification and Credentials

As a condition of employment certain credentials must be maintained such as ACLS, NYS paramedic/EMT and REMO credentials. As a staff benefit, we support training efforts and make some money available for CE. However, maintenance of NYS and REMO credentials requires recertification and CE which must be done on personal time. We will assist with tuition and make an effort to schedule requested PST to facilitate attendance at these activities. USAR team member training falls into this category.

Tuition may be covered by Department at the Chief's discretion. Members must attend on their own time and request time off using PST applicable contract provisions.

## ARTICLE 46

### LOSS OF CERTIFICATION/LICENSES

Employees who suffer a lapse of certifications or credentials as a result of a job related injury or disability shall be given adequate time to re-certify depending on the availability of re-certification programs. If courses are offered during work hours, the F/T employee shall be allowed to attend, subject to the operational needs of the Department. F/T bargaining unit members shall be compensated at their regular salary during these instances, up to and including the first opportunity for examination. The Town shall pay reasonable course fees.

## ARTICLE 47

### UNIFORMS

The Town will continue to provide uniforms and replacement uniforms. Facilities and supplies for uniform cleaning will also be provided.

## ARTICLE 48

### EYE PROTECTION

Employees who wear corrective lenses will be provided the appropriate prescription insert for SCBA masks if they so request.

## ARTICLE 49

### IMMUNIZATION

The Town will provide annual or as needed immunizations, which may be developed and agreed upon by the Employer and the Union, subject to approval by the Medical Director.

## ARTICLE 50

### LABOR MANAGEMENT / HEALTH AND SAFETY

The parties will meet quarterly to discuss labor management issues, which may arise, including those issues involving employee health and safety. Additional meetings may be called as needed. Subject to the operating need of the Department, (1) one full-time bargaining unit member and (1) one part-time bargaining unit member may be released from work with pay to attend the meeting.

## ARTICLE 51

### DAMAGE AND OPERATION OF TOWN VEHICLES AND EQUIPMENT

A Public Safety Accident Review Committee is established to review all accidents involving Emergency Town vehicles, as well as damage to Town property. A union steward or his/her designee shall serve on the committee. (The committee will exclude employees involved.) The purpose of this committee is to investigate the circumstances surrounding the accident or damage.

## ARTICLE 52

### PERSONNEL FILES

#### Employee Access

Access to personnel files including files containing employment records is restricted. Employees will be granted access to the personnel file upon reasonable notice to the Human Resources Department. Access may be granted up to two times in any 12-month period, if the employee is involved in a disciplinary or grievance proceeding or to confirm at any time the receipt and inclusion of relevant materials submitted by the employee. The employee may request copies of any document in the personnel file and may submit written explanations of any disagreement the employee has regarding information contained in the personnel file. Any additional access required by law will be granted. Access is not allowed for information obtained with the stipulation of confidentiality such as reference checks, background checks and security checks. For the purpose of this section the personnel file shall mean the official file maintained in the Human Resources Department. All employees will receive a copy of all derogatory information placed in this file prior to the actual placement of such in the file. Employee shall have the opportunity to rebut in writing all derogatory information.

#### Internal Access

Personnel documents are under restricted access and may be released only to individuals with a need to know basis.

## ARTICLE 53

### LAYOFF AND RECALL

If it becomes necessary to reduce the workforce, employees may, if permitted by applicable Civil Service Law or Rule, elect to take a voluntary layoff. After these reductions are exhausted, affected employees will be laid off and recalled as per applicable NYS Civil Service Law or Rule.

## ARTICLE 54

### DRUG AND ALCOHOL TESTING

Bargaining Unit Members (and all EMS personnel who provide patient care or operate EMS vehicles) are subject to the Town of Colonie Drug and Alcohol Testing Plan for EMS Public Safety employees dated March 20, 2002, a copy of which is attached hereto as exhibit 1.

The Union will be provided with the Town's training materials with respect to reasonable suspicion, and will allow two (2) union representatives to be in attendance at a supervisor's training session.

## ARTICLE 55

### UNION RIGHTS

#### Access to Premises

Non-employee Union representatives shall have access to the employee's premises provided they have obtained written approval from the Employer.

Employee Union Representatives may use time for Union business, provided all operational, emergency and non-emergency duties have been completed and such use shall not interrupt or impede the orderly EMS Department operation or the duties of any paramedic. With prior approval of the EMS Chief or his/her designee, the Union may have the use of Department/Town Buildings without cost at reasonable times for meetings.

#### Union Representatives Leave Time

A union steward or his/her designee shall have the opportunity to attend functions with no loss in pay, as long as notice is given by the union steward or his or her designee to the Employer prior to the monthly schedule being published, the procedure for requests for PST is followed, and as long as such meetings shall not exceed a total of two (2) days in any one (1) year period.

## ARTICLE 56

### NEGOTIATING COMMITTEE

Up to four bargaining unit members of the negotiating committee shall sit in on negotiations. Negotiating committee members scheduled to work during negotiations shall be excused from their assignments provided they have notified the EMS Chief one week prior to the negotiating session. They shall suffer no loss in pay or benefit time for time spent in negotiations. It is understood that generally no more than one (1) member of the team will be scheduled to work when negotiations take place.

## ARTICLE 57

### LONG TERM DISABILITY

In the event the Union elects to participate in a Long Term Disability Plan for bargaining unit members, the Town will provide a voluntary payroll deduction from employee's paychecks for the premium of such Plan.

## ARTICLE 58

### FULL TIME/PART TIME TRANSITIONS

The Union acknowledges and understands that the ability of a bargaining unit employee to transition from full to part time, or from part to full time, is subject to applicable Civil Service Law rules and procedures, and is also subject to the approval of the Town within its sole discretion.

## ARTICLE 59

### SHIFT BIDDING

Bargaining Unit Members will bid for shifts in accordance with the EMS shift bidding Standard Operating Procedures.

Full-time work hours and work day assignments (referred to as shifts) are generally bid once a year in November/December for the following year's schedule. Schedules will be maintained as recorded until a situation arises which might affect the operating procedure of the Department, in which case the schedule will be revamped to meet the situation under the direction of the Chief and a rebid will be conducted. If a full-time vacancy occurs and is filled, the people below the person leaving following the order shifts were picked on the previous bid, in qualifications and/or seniority, are allowed to rebid the open shift and any others that occur from people moving, as soon as practical. The annual bid may be delayed if a new shift or hire is to occur at the beginning of the year.

#### Procedure:

- 1) Shift and bid order lists will be posted with available shifts marked, the dates bidding is to occur, and the date the new schedule will take effect.
- 2) Once bidding starts, sign in the order listed. Sign and date next to your selected shift and sign, date and place the letter corresponding to the shift next to your name on the Shift Bid List. For Flight Paramedics, if it's your turn and you do not want to bid on a Special Operations shift, write 'Pass', sign and date next to your name on the Shift Bid List.

#### Paramedic Bid

Special Operations shifts are bid first, by qualifications and seniority, in the following order:

- 1) ~~Rescue Specialist and Senior Flight Paramedic by seniority~~
- 2) ~~Rescue Specialist and Flight Paramedic by seniority~~
- 3) Rescue Technician and Senior Flight Paramedic by seniority
- 4) Rescue Technician and Flight Paramedic by seniority
- 5) Any remaining Special Operations shift(s) will be included with the other shifts.

All remaining shifts are then bid in order of seniority.

- 3) Anyone not signing the Shift Bid List by the end date will be assigned a shift at the discretion of the Assistant Chief responsible for personnel.
- 4) Shift assignments will then be posted.

The part-time employee holiday shift bid will be conducted a short time after the full-time vacation bid. Active part-time employees will have an opportunity to sign up for 2 (6) hour shifts based on seniority. Following the seniority list, each employee will:

1. Write in dates of his/her choice or pass, and
2. Sign and date next to his/her name on the posted list.

If a part-time member does not sign the posted list within three days of the previous person, this will be considered a "Pass" and the choice will move to the next person on the list.

If a part-time employee is unable to get to Station #1 to sign up for a desired shift, he/she may contact a union delegate to sign for the employee. The employee must sign next to the delegate's signature at the earliest convenience.

The part-time holiday shift bid will be conducted twice a year, once in the fall and once in the spring of each year. Part-time employees working the minimum number of hours (250 hours annually) to be considered active will bid first based on seniority. Once all of the active part-time employees have completed the bid and there are any remaining shifts, the shifts will then be open to any remaining part-time employees eligible to work. The remaining shifts will be bid based on seniority of those part-time employees not considered active, however eligible to work.

The part-time holiday bid list will continue to be used between bids for the distribution of double-time holiday hours which need to be covered as a result of a full-time employee being awarded PST.

The Parties do hereby agree to said terms from January 1, 2005 to December 31, 2010.

THE TOWN OF COLONIE

DATED: 11/12/09

BY: Paula A. Mahan  
Paula A. Mahan, Town Supervisor

DATED: 10-19-09

BY: [Signature]  
Kevin E. Boyle, Jr., President  
United Public Service Employees Union

DATED: \_\_\_\_\_

BY: Gary M. Hickey / 15  
Gary M. Hickey, UPSEU Executive Vice President

DATED: 10/16/09

BY: [Signature]  
Gary M. Favro, UPSEU Labor Relations Rep.

DATED: 10/14/09

BY: [Signature]  
Raymond Faluszek, Chief Unit Officer  
*Faluszek*

Negotiating Committee:

DATED: \_\_\_\_\_

BY: [Signature]  
Thomas Amszynski

DATED: \_\_\_\_\_

BY: [Signature]  
Michael Bayly

DATED: 10/23/09

BY: [Signature]  
Greg Gordon

DATED: 10/19/09

BY: [Signature]  
Dale Hebert

DATED: 10-19-09

BY: [Signature]  
Michael Kelleher

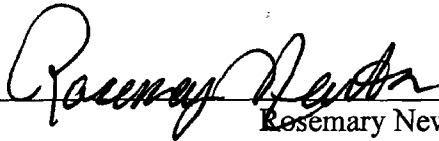
DATED: \_\_\_\_\_

BY: \_\_\_\_\_

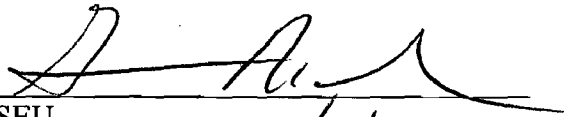
**LETTER OF AGREEMENT**

The Town and the Union agree to develop and implement, through the Labor Management format, a system for allowing a 4<sup>th</sup> person off on PST time if they find their own replacement. The system will be implemented on a trial basis and may be subject to cancellation by the Town either on 5 days notice to the Union or at the end of the agreed upon trial period. Any additional trial periods will be subject to consent of both parties and will be a subject matter for the Labor Management format.

Dated 11/9/09

By:   
Rosemary Newton  
Human Resources Director

Dated

  
UPSEU  
10/16/09  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF AGREEMENT**

The Town and the Union agree that the requirement for part-time Bargaining Unit Members to meet a minimum of 250 paid hours per year as set forth in Article 22 shall be waived for the following part-time employees:

*AF 21 QM*

Ed Russell

Jack Mosher

Dated *11/9/09*

By: *Rosemary Newton*  
Rosemary Newton  
Human Resources Director

Dated

*[Signature]*  
UPSEU  
*10/14/09*

Agreed to March 20, 2002  
Created on 03/20/02

**TOWN OF COLONIE**

**DRUG AND ALCOHOL TESTING PLAN**

**For**

**EMS**

**PUBLIC SAFETY EMPLOYEES**

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## DEFINITIONS

**ADULTERATED SPECIMEN:** A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

**ALCOHOL CONCENTRATION:** the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an Evidential Breath Test (EBT).

**BREATH ALCOHOL TECHNICIAN (BAT):** an individual who instructs and assists employees in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.

**DESIGNATED EMPLOYER REPRESENTATIVE (DER):** an employee or individual(s) identified by the employer as able to receive communications and test results directly from medical review officers, BATs, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

**DILUTE SPECIMEN:** A specimen with creatinine and specific gravity values that are lower than expected for human urine.

**EVIDENTIAL BREATH TESTING DEVICE (EBT):** an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Products List (CPL) "Evidential Breath Measurement Devices" and identified on the CPL as conforming with the model specifications available from NHTSA's Traffic Safety Program.

**HEALTH AND HUMAN SERVICES (HHS):** The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

**MEDICAL REVIEW OFFICER (MRO):** a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

**MOTOR VEHICLE ACCIDENT:** an occurrence involving a Town vehicle being operated by an employee which results in a fatality, personal injury or property damage in excess of \$5,000.

**SUBSTANCE ABUSE PROFESSIONAL (SAP):** a person who evaluates employees who have violated this Drug and Alcohol Testing Plan and makes recommendations concerning education, treatment, follow-up testing, and after care.

**SUBSTITUTED SPECIMEN:** A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

**UNDER THE INFLUENCE OF ALCOHOL:** Where the employee exhibits characteristics that are generally accepted as consistent with alcohol impairment, such as glassy eyes, slurred speech, odor of alcohol, etc.

## **PROHIBITIONS**

### **Alcohol Prohibitions**

Employees must not:

- Report for duty or remain on duty while having a Breath Alcohol Concentration of .02 or higher;
- Possess intoxicating alcoholic beverages while on duty, use, or be under the influence of alcohol;
- Refuse to submit to any required test.

### **Controlled Substance Prohibitions**

Employees must not:

- Use prohibited controlled substances
- Report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform his or her job duties.
- Refuse to submit to any required test.
- Adulterate, substitute or dilute any required specimen.

## **TESTING**

### **Pre-employment**

Conducted before applicants are hired.

### **Random**

Conducted on a random unannounced basis.

- Minimum of ten percent (10%) of all employees will be tested for alcohol and for use of controlled substances on a random basis each year.
- Tests must be unannounced and spread throughout the calendar year. Random selection could result in an employee being selected for testing more than once in a calendar year.

### **Reasonable Cause**

Conducted when an employee's behavior or appearance is observed and that behavior is characteristic of alcohol misuse or the influence of controlled substances. The Town will require that two (2) supervisors or department officials witness, verify and document the behavior. Upon the request of the employee, the Town will make a good faith attempt to contact the Union representative and notify the representative that a reasonable cause test is being initiated. The employee must be identified as potentially working under the influence of drugs and/or alcohol. The supervisors and/or department officials will be trained in identifying actions, appearance or conduct that are indicative of working under the influence of drugs and/or alcohol.

### **Post Accident**

Conducted following every motor vehicle accident as defined herein. Should an employee require medical attention then that shall take precedence over the testing. However, alcohol testing must occur within two (2) hours after the accident. Drug testing must occur within thirty-two hours after the accident. If unable to test as required above, documentation as to why testing wasn't done must be provided.

### **Return to Duty**

A Public Safety employee is held to a high standard regarding a violation of this Plan. An employee who tests positive can expect severe disciplinary action. Certain circumstances may warrant a return to duty. This test is conducted prior to a return to duty after an individual who has engaged in prohibited conduct regarding drug use and/or alcohol misuse; the employee shall undergo a "Return to Duty" drug test and/or alcohol test with a verified negative result, after completion of any recommended treatment program or action.

### **Follow-Up**

Following a positive test and subsequent return to work, unannounced follow-up alcohol and/or drug testing will be required. A minimum of six (6) follow-up drug and/or alcohol tests will be administered

in the first 12 months. An employee may be subject to follow-up testing for up to 36 months after return to duty upon the recommendation made by the Substance Abuse Professional.

Employees who seek voluntary assistance subsequent to notification of a required test shall still be required to submit to such test and will remain subject to discipline upon a positive test result.

## TESTING PROTOCOL

Testing for drugs will be conducted by urinalysis. A Breath Alcohol Technician (BAT) using an approved breath testing device will conduct testing for alcohol.

A laboratory certified under the Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Program will perform all drug and alcohol testing.

### Drug Testing

Drug testing is conducted by analyzing an employee's urine specimen. The analysis is performed at laboratories certified and monitored by HHS. The employee provides a urine specimen in a location that affords privacy; and the "collector" seals and labels the specimen, completes a custody and control form (CCF) and prepares the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification and integrity are not compromised. Drug testing will include split specimen procedures. Each urine specimen is subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has 72 hours to request the split specimen be sent to another HHS certified laboratory for analysis at the employee's expense. If the split specimen proves to be negative, the Town will pay the expense. This split specimen procedure essentially provides the employee with an opportunity for a "second opinion."

All urine specimens are analyzed for the following drugs:

- Marijuana (THC metabolite)
- Cocaine
- Amphetamines
- Opiates (including heroin)
- Phencyclidine (PCP)

While prescription drugs are not prohibited, they should not render an employee unfit for duty. The employee should bring situations of this nature to the supervisor's attention, especially if the employee's job responsibilities have an impact on the health and safety of others. These situations should be addressed confidentially on a case-by-case basis, and it may be necessary for the employee's physician to certify that the substance does not adversely affect the employee's fitness for duty.

A positive drug test result is obtained when an analysis of the primary specimen confirms the presence of one or more of the above referenced illegal or controlled substances and (if the employee requests that the split specimen be tested) the analysis of the split specimen confirms the presence of the drug identified by the analysis of the primary specimen. If the analysis of the split specimen does not confirm the presence of such drug, the entire test results will be deemed negative.

### Alcohol Testing

The regulations require breath testing using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA). The NHTSA periodically publishes a list of approved devices in the Federal Register. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. A test result indicating less than 0.02 % alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02% or

greater a confirmation test must be conducted (not less than 15 minutes or more than 20 minutes after the first screening test). The employee and the breath alcohol technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results. The confirmation test results determine any actions taken.

## **TESTING PROCEDURES**

### **Random Testing**

#### **Drug Testing**

Employees will be tested at a designated testing facility.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home and will not return to work until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment the employee must submit to a "Return to Duty" test with a verified negative result.

#### **Alcohol Testing**

Employees will be tested at a designated testing facility.

Upon receipt of a negative test result (under 0.02%) the employee will return to work.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home and will not return to work until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment the employee must submit to a "Return to Duty" test with a verified negative result.

## **Reasonable CAUSE**

### **Drug Testing**

Employee must be transported to the testing facility. Upon completion of the testing the employee will be transported home and will be removed from job duties until the results are received by the (DER).

Upon receipt of a negative test result the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be evaluated by the Substance Abuse Professional (SAP) and a recommendation will be made. (See "Test Results" section, pg. 11) Before returning to work the employee must successfully complete the

recommended course of treatment. Upon successful completion of this treatment the employee must submit to a "Return to Duty" test with a verified negative result.

### **Alcohol Testing**

The Town will be responsible for transporting the employee to the collection facility and to the employee's home, if necessary.

Upon receipt of a negative test result, the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home without pay and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment the employee must submit to a "Return to Duty" test with a verified negative result.

The "Reasonable Cause Form", if the test result is positive, will be included in the employee's personnel file. If the test result is negative, the form will not be included in the employee's personnel file and will be discarded after the retention period in accordance with applicable regulation. Upon written request, a covered employee may obtain copies of any records pertaining to the covered employee's use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substances tests.

### **Post Accident**

#### **Drug Testing**

The Town will be responsible for transporting the employee to and from the collection facility.

Until the Town receives the test results, the employee will not be allowed to perform safety sensitive job duties.

Upon receipt of a negative test result, the employee will return to full duties.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home and will not return to work until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment and must submit to a "Return to Duty" test with a verified negative result.

#### **Alcohol Testing**

The Town will be responsible for transporting the employee to and from the collection facility and/or home.

Upon receipt of a negative test result, the employee returns to work.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home without pay and is not eligible to return to work until evaluated by the Substance

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Abuse Professional (SAP) and a recommendation is made. Before returning to work the employee must successfully complete the recommended course of treatment and must submit to a "Return to Duty" test with a verified negative result.

**Follow-up**

Positive test results require the employee to submit to a minimum of six (6) follow-up tests for drug and/or alcohol use during the first 12 months following the initial positive test result. The Substance Abuse Professional (SAP) may also require follow-up tests up to 36 months after return to duty.

## **TEST RESULTS**

All records are considered confidential and will not be shared with other employees. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review Officer (MRO) and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. However, the covered employee is entitled, upon written request, to obtain copies of any records concerning his/her use of drugs or alcohol, including any test records. If a covered employee initiates a grievance, hearing, lawsuit or other action, the Town may release this information to the relevant parties within legally prescribed guidelines.

### **Medical Review Officer**

The Medical Review Officer (MRO) is responsible for:

- **Notification Procedure**

Upon a positive test result, the MRO must contact the employee directly on a confidential basis and determine whether the employee wants to discuss the test result. In making the contact the MRO must provide an opportunity for the employee to give an alternative explanation for the positive test result.

The MRO must attempt to reach the employee using the day and/or evening phone numbers provided on the custody and control form (CCF), over a period of at least 24 hours using reasonable efforts. The MRO may seek the assistance of the DER to make contact with the employee.

- Document the attempts to contact the employee with dates and times.
- Contact the Designated Employer Representative (DER).

Information provided to the MRO, which directly relates to issues of safety, may be reported, on a need to know basis, to appropriate employer, regulatory or medical representatives.

### **Substance Abuse Professional**

The Substance Abuse Professional (SAP) is responsible for:

- Making a face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to resolve problems associated with alcohol and/or drug use;
- Referring the employee to an appropriate education and/or treatment program;
- Providing a written report directly to the DER highlighting his specific recommendation for assistance;
- Conducting a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;
- Providing the DER with a follow-up drug and/or alcohol testing plan for the employee.

## **CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT**

All covered employees must submit to drug and alcohol testing.

**REFUSAL** to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and has a positive test result.

The following actions may also constitute a refusal:

- Failure to show up for any test within a reasonable time (i.e., within 2 hours) after being directed to do so by the employer.
- Failure to cooperate with any part of the testing process
- Deliberate failure or refusal to provide adequate breath or urine sample. If an employee is unable to provide an adequate breath or urine sample, the Town shall direct the employee to obtain an evaluation from a licensed physician, acceptable to the Town, as soon as practical to determine the employee's medical ability to provide an adequate breath and/or urine sample. If the physician determines that a medical condition did (or could have) prevent the employee from providing an adequate sample the failure shall not constitute a refusal. However, if the physician is unable to make such a determination, the employee's failure shall constitute a refusal;
- Engaging in conduct that clearly obstructs the testing process e.g. adulteration or dilution of specimen; or
- Claiming illness after notification of testing.

### **Positive Test**

A positive drug/alcohol test result will result, at a minimum, in an automatic suspension without pay until:

- The employee has been evaluated by the Substance Abuse Professional (SAP); and
- The employee completes recommended treatment, if the treatment is inpatient care\*; and
- The employee must submit to a "Return to Duty" test with a verified negative result.

\*If outpatient treatment is recommended by the SAP, then in the sole discretion of the Town the employee may return to limited duty prior to the conclusion of such treatment.

In addition, the Town may draft charges and impose discipline up to and including termination in accordance with applicable collective bargaining agreement provisions.

## REHABILITATION

The Town will not be responsible for any rehabilitation costs.

If an employee undergoes rehabilitation as recommended by the Substance Abuse Professional (SAP), upon completion of the rehabilitation program, the employee must submit to a "Return to Duty" test with a verified negative result. During his or her absence, the employee in the above situation will not be eligible for any other Town or contractual benefit (e.g., long term disability, catastrophic illness, sick leave, personal service time, etc.) except a continuation of health insurance and EAP benefits.

Once an employee tests positive a second time, the Town will seek termination. It is further understood that individual circumstances surrounding a first time positive drug or alcohol test result may also warrant disciplinary action which seeks termination.

If the Substance Abuse Professional (SAP) recommends that an employee undergo rehabilitation and the employee refuses, the Town will seek termination.

## **REPRESENTATION**

Under the following circumstances an employee shall note that he/she may consult with a union representative or with legal counsel:

- A positive test result from alcohol or drug conducted on a random basis
- Prior to any reasonable cause testing
- Prior to any accident testing
- Reasonable efforts shall be made without delaying the process to assist the employee in contacting legal counsel or a union representation.

