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Colonie, Town Of And Csea Local
801 Unit B (Dpw/Parks/Gen Svc)

TO/BC

AGREEMENT

by and between the
TOWN OF COLONIE
and the
CIVIL SERVICE

EMPLOYEES ASSOCIATION, INC.
Local 1000, AFSCME, AFL-CIO

CSEA
Unit B

Albany County Local 801

RECEIVED

NOV 04 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

EFFECTIVE: January 1, 2003

EXPIRES: December 31, 2006

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THIS AGREEMENT DATED January 1, 2003 between the TOWN OF COLONIE (hereinafter referred to as the "TOWN") and the CIVIL SERVICE EMPLOYEES ASSOCIATION LOCAL 1000, AFSCME, AFL/CIO for the "B" Unit of the Town of Colonie, Albany County Local 801 (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, The Association represents a majority of the employees in a bargaining unit of employees of the Town commonly known as and herein referred to as, Unit B and defined as follows:

Included: Employees of the Town of Colonie in the Department of Public Works (Divisions of Engineering, Environmental Services, Highway, Latham Water and Pure Waters) Parks and Recreation, and General Services in the following job titles:

Assistant Swimming Pool Maintenance Worker
Automotive Maintenance Support Technician
Automotive Mechanic
Automotive Mechanic Helper
Automotive Mechanic Support Worker
Building and Grounds Maintenance Worker
Courier
Custodial Crew Leader
Custodial Worker
Environmental Services Maintenance Worker
Equipment Engineer
Heavy Equipment Mechanic
Heavy Equipment Mechanic Trainee
Highway Maintenance Worker
Highway Signage Technician
Laborer
Motor Equipment Operator
Recreation Maintenance Worker
Recycled Materials Handler
Senior Heavy Equipment Mechanic
Sewer Maintenance Worker
Sign Fabricator
Small Engine Repair Mechanic
Water Meter Service Worker
Water Maintenance Worker
Water Maintenance Technician
Water Pumping System Monitor
Welder

Excluded: All Seasonal, Probationary (New Hires), Temporary, and Part-time Employees and all other Full-time employees of the Town of Colonie.

WHEREAS, the Town hereby recognized the Association as exclusive representative of its employees in said unit in negotiation for the determination of the terms and conditions of employment of the employees in said unit, and

WHEREAS, the Town and the Association recognize the right of all public employees to join or refrain from joining any employee organization and to participate or not participate in the activities thereof without coercion, and

WHEREAS, the parties each recognize the right of the other to conduct its own affairs, choose its own representatives and determine its own policies and objectives.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1

UNCHALLENGED REPRESENTATION STATUS

In accordance with the terms of Section 208 of the Civil Service Law, the Association's period of exclusive unchallenged representation status is hereby extended for the term of this contract.

ARTICLE 2

DUES AND INSURANCE DEDUCTION

The Town agrees to deduct from the wages of the employees in Unit B the dues of the Association and the premiums for such insurance programs of the Association as any member thereof shall individually and voluntarily authorize in writing and remit same to such Association. Each individual employee shall have the right to revoke such authorization, by written instrument, at any time. The Town will not extend to any other employee organization the privilege of dues deduction from the wages of employees in Unit B during the term of this agreement.

All non-members of the designated CSEA bargaining Unit B hired after January 1, 1980 shall pay to the organization a service charge in an amount equal to the membership dues of said organization. Any employee hired prior to January 1, 1980 and a non-member of the bargaining unit is not required to pay the service charge, unless required by law.

ARTICLE 3

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 fund therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 4

NO STRIKE

The Association agrees that during the term hereof neither the Association nor its officers, agents or members will authorize, instigate, aid, condone, encourage or engage in any work stoppage, slowdown, strike or other such action. The Association shall exert its best efforts to prevent and terminate any work stoppage, slowdown, strike or other such action. Any interruption or impeding of work stoppage, slowdown or strike or other such action shall be a violation of this agreement. Nothing contained in this Article shall be construed to limit the rights, remedies or duties of the Town provided by law, ordinance or applicable administrative regulation in the event of any work stoppage, slowdown, strike or other such action.

ARTICLE 5

FAIR PRACTICE

The Association agrees to maintain its eligibility to represent the employees in Unit B by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender or marital status and to represent equally all employees without regard to membership or participation in or association with the activities of any employee organization. The Town agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, gender, marital status or membership or participation in or association with the activities of any employee organization. An alleged violation of this Section may be pursued through Step 2 of the grievance procedure and no further.

ARTICLE 6

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 statute, pending the outcome of any impact bargaining which might be requested by the Union.

ARTICLE 7

POSTING NOTICES - HOLDING MEETINGS

The Association shall be allowed to post notices on work location bulletin boards for meeting announcements, bulletins, notices and materials issued by the Association and signed by the designated official of the Association after notification to the department head in whose department the posting is to be made. In the case of Unit wide bulletins, prior approval of the Human Resources Officer is required. Approval of material submitted for posting will not be unreasonably withheld. No such material shall be posted which is profane or obscene or defamatory of the Town or any of its employees or representatives or which constitutes election material for or against any person, organization or faction thereof.

Campaign posters in connection with CSEA 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.

No union meeting or union committee meetings will be held during working hours or during lunch periods unless mutually agreed upon between the Town and CSEA.

Any violation of this Article will be subject to disciplinary action.

ARTICLE 8

BEREAVEMENT LEAVE

An employee having continuous service of one year will have no deduction made for time lost by reason of death in the "immediate family" up to a maximum of three (3) days per occurrence provided such days fall on scheduled work days and one of such days is the day of the funeral. "Immediate family" as used herein shall mean husband, wife, significant other (notification must be put in writing, to the Human Resources Director, as to who this person is), mother, father, mother-in-law, father-in-law, child, brother and sister of the employee and any relative of the employee living in the household.

No deductions will be made for time lost by reason of death of employees' grandparents, or employees' spouse's grandparents up to a maximum of two (2) days per occurrence provided such days fall on scheduled work days and one such day is the day of the funeral.

No pay for time off will be granted unless there is a loss of time on scheduled work days. Bereavement leave is not cumulative. If two or more deaths occur simultaneously, the employee will be entitled to three (3) days. For purposes of this Article, simultaneous deaths shall be defined as deaths occurring within a twelve (12) hour span.

The foregoing provisions of this article will not apply when an employee is off duty for other reasons such as: (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 needs upon such terms as the Town may determine.

ARTICLE 9

HEALTH INSURANCE

Effective January 1, 2004, except as otherwise herein provided, the Town will contract with Capital District Physicians' Health Plan (CDPHP) (Premier 20 with drug rider), or its equivalent and will provide each employee with an individual, two person, or family plan, as may be appropriate, without cost to current employees for such coverage. The Town will also offer an individual or family plan, as may be appropriate, through New York State Health Insurance Program (known as NYSHIP or Empire Plan) to each employee. The Town's share of the Empire Plan premium cost shall be limited to that which it would pay for the equivalent CDPHP coverage.

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.) The Town agrees to notify the union at least 60 days in advance of such change and to provide an opportunity for input.

Effective January 1, 2000, all new hires will contribute toward the cost of health insurance premiums as listed below, in addition to the share of Empire plan premium cost as set forth above. If the contribution for "non-bargaining unit Town employees" is less than that set forth below, then new employees covered by this Collective Bargaining Agreement will contribute at the same rate as "non-bargaining unit Town employees".

Individual Plan - One half (1/2) of one (1) percent of their annual salary
(based on their hourly rate of pay for 2080 hours)
with an annual cap of \$300.00

Family Plan or - One (1) percent of their annual salary
2 Person Plan (based on their hourly rate of pay or 2080 hours)
with an annual cap of \$600.00

The Town will also contract with CSEA Employee Benefit Fund for dental insurance effective January 1, 1992 and CSEA Employee Benefit Fund Gold 12 Composite vision insurance effective February 1, 1997. The Town agrees to upgrade to CSEA Horizon, effective 1/1/05, for dental insurance provided that the rates, at that time, are consistent with the rates quoted as of May 2003. Also the Town reserves the right to provide benefits through another insurer provided the plan is better or equivalent to the CSEA plan.

With respect to employees retiring from the New York State Retirement System 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.
 - B. Employees with less than 20 years, but more than 15 years of full-time service with the Town, will receive health insurance with the Town contributing toward their health insurance premiums at the rate of 75% of the premium for an individual plan, and 50% for a family plan.
 - C. Employees with more than 5 years but less than 15 years of full-time service with the Town will receive health insurance with the Town contributing toward their health insurance premiums at the rate pursuant to Section 167 of the Civil Service Law (i.e. 50% - 35%).

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 CSEA plan; this provision is subject to CSEA terms and conditions.

All employees, with five (5) years of service, who qualify for Social Security disability and/or New York State disability retirement will be subject to the same provisions as those employees with 20 years of full-time service.

In the event that the Town shall agree with the negotiating agent of any other bargaining unit to pay a higher ratio of the health insurance premiums for persons who retire on or after January 1, 1978 than the ratio above provided for, then upon request by the Association, the Town will negotiate with the Association relative to the level of contribution above provided for employees who retire on or after January 1, 1978. 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 will terminate. Upon the death of any retired employee, payment by the Town, of all or any part of the medical benefits insurance premiums terminate. The extent of coverage under the insurance policies (including CDPHP) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning the administration of said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 125 Plan

Effective January 1, 1996, the Town will institute an IRS Section 125 Plan enabling the Town to continue the Health Insurance Waiver Program. Effective for the calendar year 2004, employees may participate in the Town of Colonie Flexible Benefits Plan with respect to qualifying unreimbursed medical expenses, payroll deductions for health/dental premiums and qualifying dependent care expenses. Any administrative fees in connection with the Town Waiver program, will be absorbed by the Town of Colonie.

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. A new 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 provide 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 2-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 10

LIFE INSURANCE

The Town will insure the life of each full-time active bargaining unit member in the amount of \$10,000. Pursuant to previous negotiations, Unit B, hereby agrees to participate in a life insurance program sponsored by Prudential Life Insurance Company. Effective March, 1982, Unit B employees will be provided with the opportunity to purchase and personally own life insurance through Prudential Life Insurance Company. Payroll deduction will be available should they desire to take part in this program.

Effective October 10, 1989, Prudential's guaranteed issue program referenced above was discontinued for new issue. There will be no change for any member of the bargaining unit currently participating in the program. All eligible members who may wish to participate in a similar payroll deduction plan which offers all Prudential life contracts may do so. These contracts will be purchased and personally owned by the employees participating. This program is completely voluntary and entirely confidential.

ARTICLE 11

DAMAGED OR DESTROYED PERSONAL PROPERTY

One hundred percent (100%) of the out of pocket employee expense for replacement or repair of employees' prescription eyeglasses, dentures, hearing aides or similar prescription devices hereafter destroyed or damaged in the course of duty without fault on the part of the employee will be paid by the Town during the term of this contract upon compliance with the conditions hereinafter specified. A verified notice of loss in writing must be delivered to the employee's department supervisor and the Town Human Resources Director within three (3) working days after such destruction or damage and a written signed receipt for the replacement or repair work must be delivered to the Human Resources Director as a condition of reimbursement. Reimbursement will be made by the Town within thirty (30) days after the delivery of said signed receipt to the Human Resources Director. Cost of replacement or repair will be deemed to include the cost of necessary examination in connection therewith.

ARTICLE 12

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 and subsisting except to the extent permitted by law but all other provisions or applications will continue in full force and effect. In the event that any provision of this agreement is finally held to be contrary to law by a court of competent jurisdiction, then upon request by either party, negotiation will be conducted to attempt to agree on a lawful replacement provision covering the subject matter of the void provision.

ARTICLE 13

PAST PRACTICES

With respect to any matters not covered by this agreement, the Town will not seek to diminish or impair during the term of this agreement any department wide benefit or privilege provided by written rule or regulation without prior notice to the Association and affording the Association a five (5) day opportunity to discuss the same, provided, however, that this agreement shall be construed consistently with the free exercise of rights reserved to the Town by law and the Management Rights Article of this agreement and that nothing herein contained shall be deemed to extend any benefit or privilege to any department or group of employees to which the same did not apply prior to the date of the execution of this agreement.

ARTICLE 14

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 or by the Civil Service Law, other applicable state or federal statute or applicable rules or regulations of administrative agencies with jurisdiction, all of the authority, powers, rights and responsibilities conferred upon and vested in it and its officials by law, ordinance or applicable administrative rule or regulation, 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; to direct, deploy, utilize and determine the size of the work force; to contract for, subcontract for, 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 suspend, demote, discharge or otherwise discipline employees; to relieve employees from duty because of lack of work, shortage of funds, reorganization or other legitimate reason; to maintain the efficiency of its operations; and to take whatever actions it may deem necessary in situations of emergency.

In exercising the rights reserved to it by this Article, the Town agrees that it will not proceed in an arbitrary or capricious manner.

ARTICLE 15

HOLIDAYS

Each employee in the negotiating unit shall be entitled to receive twelve (12) holidays each year as shown on the annexed schedule, and shall be entitled to receive, therefore, wages at the regular rate prescribed for his classification of work, excluding temporary, probationary (new hires), part-time, and seasonal employees therefrom. Under this Article, the Town will endeavor to assure that all employees in all installations, except in cases of employees subject to emergency recall, will have at least five (5) holidays (four (4) in cases of employees subject to emergency recall) on which they are not required to work. Seniority is the determining factor in arranging regular work schedules of employees required to work on a holiday. For this purpose, seniority shall be defined as length of service in title, in department or division.

All non-shift workers (whose regular work schedule is Monday through Friday and a day shift) who are required to work on any of the Town's celebrated holidays (see attached schedule), but not on

the actual holiday, shall receive double time pay for all hours worked on celebrated holiday plus eight (8) hours of holiday pay.

However, when December 25 (Christmas Day) and January 1 (New Year's Day), the actual holidays, fall on a Saturday or Sunday and an employee, whose regular work schedule is Monday through Friday, is required to work, the following will apply:

1. If an employee is required to work on both the celebrated holiday and the actual holiday, they will receive straight time pay for their hours worked on the celebrated holiday, and double time pay for hours worked on the actual holiday, plus eight (8) hours of holiday pay or an additional day off, at the Town's discretion.
2. If an employee is required to work only on the actual holiday, and not on the celebrated holiday, they will receive time and one-half pay for all hours worked.

This Article takes precedence over Article 22 regarding pay for all work performed on a holiday.

When the holiday falls on an employee's regularly scheduled day off, the employee shall receive an additional day off or an additional day's pay at the employer's option.

If an employee is allowed by the Town to take an additional day off, then such day off shall be applied for in the same manner as a personal service day.

Any employee who is on sick leave (disability or compensation) is entitled only to eight (8) hours of pay, should a holiday occur during his/her absence.

To receive holiday pay, the employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week unless absence on either of these days was occasioned by leave previously approved by the Town, bereavement leave or illness for which the Town may require a certificate by a physician.

For shift workers (For purposes of this article, shift workers will be defined as any employee not assigned a Monday through Friday work schedule and/or not assigned a day shift.) only, who are required to work on any of the Town's celebrated holidays (see attached schedule), but not on the actual holiday, shall receive double time pay for all hours worked on said holidays, plus eight (8) hours of holiday pay.

However, when December 25 (Christmas Day) and January 1st (New Year's Day) fall on a Saturday or Sunday, and an employee is regularly scheduled to work on the actual holiday, then any hours worked on those days will be paid at double time pay plus eight (8) hours of holiday pay or an additional day off at the employee's discretion and any hours worked on the celebrated holiday will be paid at straight time pay. When the Christmas Day and New Year's Day falls on an employee's regularly scheduled day off, the employee shall receive an additional day off or an additional day's pay at the employee's option.

ARTICLE 16

PERSONAL SERVICE TIME

All vacation days, personal days and floating holidays will be placed into a category defined as Personal Service Time, and will be earned at the rate described below. Divide the Total Hours Earned Per Year, for your appropriate years of service, by 365 {days per year}. This number represents the daily rate. Take the daily rate and multiply by 14 {days in a pay period} to arrive at the rate per pay period.

YEARS OF SERVICETOTAL HOURS EARNED PER YEAR

New Employee	56 Hours
After 1 Year	80 Hours
After 2 Years	88 Hours
After 3 Years	96 Hours
After 4 Years	104 Hours
After 5 Years	120 Hours
After 6 Years	136 Hours
After 7 Years	144 Hours
After 8 Years	152 Hours
After 9 Years	160 Hours
After 11 Years	168 Hours
After 12 Years	176 Hours
After 13 Years	192 Hours
After 14 Years	200 Hours
After 15 Years	216 Hours

Each employee in the negotiating unit shall be entitled to receive Personal Service Time, as hereinafter set forth, excluding temporary, probationary (new hires), part-time, and seasonal employees, at the regular rate prescribed for his classification of work (excluding shift differential).

All Personal Service Time requests must have department head approval and the Town has the right to schedule time-off at such times as it seems to be consistent with the orderly and efficient performance of its functions and services. Seniority shall be the determining factor in those instances where more employees request to use PST than can be approved. However, once PST has been approved, no bumping will be allowed. For this purpose, seniority shall be defined as length of service in title in department or division.

Subject to the provisions of the previous paragraph of this Article, where feasible the Town will endeavor to arrange time-off so that individuals requesting two (2) or more days of their Personal Service Time in one continuous period will be accommodated, provided that such request will be made in writing five (5) days prior to the requested time-off and provided that the Town is not hereby required to compel employee to accept any change in the normal posted call back schedules. Requests to use fewer than two (2) days of Personal Service Time shall not be subject to the five (5) day notice requirement. Personal Service Time may be taken in one day or less increments. The authorization of Personal Service Time will be the sole discretion of the department head. Personal Service Time may be accumulated from one year to the next with a total maximum accumulation of 60 days (480 hours). Personal Service Time in excess of 60 days (480 hours) that is not used by December 31st, will be forfeited. However, if an employee is denied Personal Service Time by his department head, and therefore, is unable to use the time in excess of 60 days (480 hours), he may send a written request, together with the recommendation of his department head, to the Human Resources Director, who may grant an extension of time in which the excess time may be used. If the above circumstances are approved by the Human Resources Director, the employee must use the excess time by January 31st of the following year. If an employee is on Long Term Disability or Workers' Compensation for more than 30 working days, they are not entitled to accumulate Personal Service Time, 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 hrs), they will receive their full 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.

All terminated employees, will be allowed to receive compensation for Personal Service Time "on the books" as of the date of termination, with a maximum of sixty (60) days.

Each employee is requested to use at least ten (10) Personal Service Days each year, except during the first three calendar years of employment.

All Personal Service Time must be used before an employee may take a day off without pay.

ARTICLE 17

ASSIGNMENTS, APPOINTMENTS AND POSTING

In making shift assignments, appointments for new positions, promotions and/or vacancies within the bargaining unit, the factors to be considered may include qualifications, abilities, competence experience (outside as well as in-house), future availability for overtime assignments, and seniority, all as determined by the Town in its sole discretion. If these factors among the applicants are equal, all as determined by the Town in its sole discretion, seniority with the Town within the department or division where the vacancy exists shall be the determining factor for appointment.

The Town shall post all vacancies (except temporary positions of six months or less) including new positions and promotional positions within the bargaining unit, on work location bulletin boards within each department or division for at least five (5) working days, commencing at least ten (10) working days before applications for such positions are closed. The job posting will set forth the minimum qualifications and a statement of typical duties of the position, as well as particular preferences to be considered regarding the position. Applicants shall be required to complete a biographical information form. If the applicant fails to timely provide this form when required (absent extraordinary circumstances as determined by the Town), he or she will not be considered for an interview.

Subject to the above all full-time, qualified applicants from within the department or division where the opportunity exists, shall be interviewed. After those interviews have been conducted, any qualified full time employee in Town service may be interviewed. Thereafter, any other qualified candidate may be considered. All applicants for such positions will be advised in writing of the disposition of their applications promptly after such position is filled. The posting of a position does not guarantee that the position will be filled; however, if a decision is made to postpone or cancel any such position, the applicants will be promptly notified. This provision will be applied consistently with the Civil Service Law where applicable. The Town agrees to notify the Union president of all temporary positions to be filled if the equivalent full-time position is in his bargaining unit.

Any employee wishing to transfer to a different work location should file a request with the Town's Personnel Officer; however, such employee must respond to the posting requirements set forth above, will be interviewed only if qualified, and only after those qualified applicants from within the department or division have been interviewed.

ARTICLE 18

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

This Policy 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:

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 Town Hall without obtaining the permission of the Town Supervisor or designee, who shall consult with the employee's department head 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 said claim, providing the employee is notified, in writing of his 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 or department. 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 Personal Service Time 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 Section 75 Civil Service Law.

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 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 work day as possible.

Sick time is not to be used for any on-going chiropractic and/or physical therapy appointments, except that three (3) such appointments per illness or injury may be charged to sick leave.. Employees are to schedule any additional appointments for the above services outside of their normal work day. 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, 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 bargaining unit 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 bargaining unit 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 department head/designee as close as possible to the beginning of the normal work day, 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, in conjunction with the Department or Division Head.

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 bargaining unit 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 department head/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" form completed by 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" form 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.

Employee's 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 Personal Service Time. Upon return to work, Personal Service Time accumulation will be reinstated according to the Personal Service Time Policy.

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.

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 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 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 department head/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/department head 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 department head/supervisor who, 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/department head 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/department head 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. Department heads/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 Personal Service Time. Upon return to work, Personal Service Time accumulation will be reinstated according to the Personal Service Time Policy.

Upon exhaustion of all time (Personal Service Time, 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 19

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 "contract grievance" is any claimed violation, misinterpretation or misapplication of a specific term or provision of this contract. 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 "contract grievance" and shall not be subject to arbitration.
3. "Department" shall mean any office, department, board or other agency of the government of the Town of Colonie.
4. "Immediate superior" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his time record or evaluates his work performance. In the negotiating unit covered by this agreement, the term "immediate superior" will mean the foreman where there is a foreman.
5. "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 his "contract 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 person of his own choosing at all stages of the grievance procedure.
2. The filing or pendency of a "contract grievance" hereunder shall in no way operate to impede, delay or interfere with the right of the Town to take action complained of, subject, however, to the final decision on the "contract grievance".
3. Nothing contained in this agreement shall be construed to permit the Association to present or process a "contract grievance" on behalf of any employee without his consent.
4. Nothing contained in this agreement shall be construed to prevent any individual employee from presenting and processing a "contract grievance" without representation, if he so desires.
5. The association shall be entitled to make its views known in connection with any written "contract grievance" in which it is not the aggrieved party or does not represent the aggrieved party and to receive notice of the disposition of any such written "contract grievance".
6. An aggrieved party is any employee or group of employees in the negotiating unit. In cases where it is claimed that the rights of the Association and/or the Town under this contract are violated, misapplied or misinterpreted, the Association and/or the Town, as the case may be, may be an aggrieved party. Town grievances against the Association shall be submitted at Step 3.
7. All formal written "contract grievances" shall be answered in writing.
8. Any and all time limitations herein set forth can be extended by mutual consent.
9. All computation of days referred to herein shall be deemed to be working days, whether or not so specified.
10. 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.
11. This grievance procedure shall not apply to any act, condition, or other matter whatsoever occurring or existing prior to the date of the execution hereof.
12. Time Off - The grievant and one (1) CSEA representative, or a CSEA representative if a CSEA grievance, shall be given paid time off to participate in the Step 3 meeting, if the meeting is conducted on working time. No other time spent on Step 3 grievance matters shall be considered time worked for compensation purposes (except that employee witnesses [subject to operational needs of the Town] shall be given paid time off only for their actual testimony at the hearing plus one half [1/2] hour travel time).

Informal Presentation

1. An employee who claims to have a "contract grievance" shall present his grievance to his immediate superior orally within twenty (20) working days after the grievance occurs.
2. The immediate superior shall discuss the "contract grievance" with the employee, shall make such investigation as he deems appropriate, and shall consult with his own superiors to such extent as he deems appropriate, all on an informal basis.
3. Within three (3) days after presentation of "contract grievance" to him, the immediate superior (i.e. foreman) shall make his decision and communicate the same to the employee presenting the grievance and to the employee's representative, if any.

First Step

1. If an aggrieved party be not satisfied with the decision made by his immediate superior, he may, within five (5) days, thereafter, request a review and determination of his "contract grievance" by his department head. Such request shall be in writing and shall contain a

statement of the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the department head and the immediate superior to whom the "contract grievance" was originally presented. Thereupon, and within two (2) days after receiving such request, the immediate superior shall submit to the department head a written statement of his information concerning the specific nature of the "contract grievance" and the facts relating to it.

2. The department head or his designee will hold a conference with the interested parties within five (5) days after receiving the written request and statement from the employee. The aggrieved party and his representative, if any, may appear at the conference and present oral statements or arguments.
3. Within five (5) days after the close of the conference, the department head or his designee shall make his decision and communicate the same in writing to the aggrieved party and his representative, if any.

Second Step

1. If the aggrieved party be not satisfied with the decision made by the department head or his designee, he may within five (5) days thereafter, request a review and determination of his written "contract 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 documents and statements theretofore presented, the decision of the department head to whom said grievance was presented. Thereupon, and within two (2) days after receiving such request, the department head or his designee shall submit to the Town Supervisor a written statement of the matters considered in reaching his determination, plus any new facts relating to the grievance.
2. The Town Supervisor or designee may, at the request of the aggrieved, hold an informal hearing within five (5) days after receiving the written request and statement from the aggrieved party. The aggrieved party and representative, if any, may appear at the hearing and present oral statements or arguments.
3. Within five (5) days after the close of the hearing or within eight (8) days after the written "contract grievance" has been submitted to him, if there be no hearing, the Town Supervisor shall make his decision and communicate the same in writing to the aggrieved party presenting the grievance and the representative, if any.

Third Step

1. If an aggrieved party and the Association are not satisfied with the decision made by the Town Supervisor or his designee, the Association may within twenty (20) days thereafter request a review and determination of the "contract grievance" by an Arbitrator. Such request shall be in writing and shall include or refer to and clearly identify all documents and statements theretofore presented, all decisions at the First and Second Steps and any new facts relating to the grievance and shall be served upon the Human Resources Director of the Town within the time limit.
2. The demand for arbitration shall identify the grievance, the department, the employee or employees involved, and the Agreement provision in dispute. Within ten (10) working days after the demand for arbitration, the Association and the Town shall meet to mutually appoint an impartial arbitrator. If the parties are unable to agree upon the selection of an arbitrator, such arbitrator shall be appointed in the following manner:
3. Either party shall request the New York State Public Employment Relations Board to submit simultaneously to each party an identical list of seven (7) names from its panel.
4. Within five (5) working days following receipt of the lists of arbitrators, the parties shall meet for the purpose of each party striking names from the list. The parties shall draw lots to determine the order of striking and shall then alternate in striking one name at a time until

- each shall have deleted three (3) names. The remaining name shall be deemed to be the mutually selected arbitrator. The parties may mutually agree to request a second list.
5. Within ten (10) working days following the selection of an arbitrator, the parties shall jointly notify the arbitrator of this appointment and shall request that the arbitrator select mutually satisfactory dates for hearing.
 6. At least twenty (20) working days prior to the arbitration hearing, the Town and Association shall meet to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.
 7. The arbitrator shall have no right to amend, modify, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at Step 3. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitation of this Section shall be binding upon the Association and employees covered by this Agreement, and upon the Town, consistent with the provisions of CPLR, Article 75.
 8. All fees and expenses of the arbitrator and stenographer which may be involved in the arbitration proceeding shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.
 9. Each "contract grievance" shall contain a short, plain statement of the grievance and each "contract grievance" shall contain the specific provision of the Agreement claimed to have been violated.
 10. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
 11. It is specifically provided that no grievance settlement, unless approved by the Association, shall be inconsistent with the terms of this Agreement or any other agreement in effect between the Town and the Association. It is further understood that the Association shall retain the right to exercise its discretion to refuse to process unmeritorious grievances.
 12. Upon the mutual agreement of the parties the Union may file Union grievances at appropriate higher levels of the grievance procedure than would otherwise be required in this Article.

Non-Contract Grievance Procedure

1. All non-contract grievances will be administered under the Town-wide Grievance Procedure.
2. When utilizing the Town-wide Grievance Procedure, the public member of the Town Grievance Board will be selected by the alternate striking method from a list of seven (7) members compiled by agreement between CSEA Bargaining Unit B or their designee and the Town Board or its designee. The selection of the public member from the list will be by the bargaining units' designee and the Town Board's designee.

ARTICLE 20

PROBATIONARY AND TEMPORARY EMPLOYEES

Probationary services and the granting of permanency and all matters related thereto shall be governed by the NYS Civil Service Law and/or Town of Colonie Rules and Regulations.

ARTICLE 21

RETIREMENT

The Town will contract with the New York State Employee's Retirement System in the following manner:

- A. Tier I Employees - 75i Retirement Plan plus 60b Death Benefit
- B. Tier II Employees - 75i Retirement Plan
- C. Tier III Employees - CO-ESC Retirement Plan, Article 14 Coordinated Retirement Plan, Article 15
- D. Tier IV Employees - Coordinated Retirement Plan, Article 15

ARTICLE 22

HOURS OF WORK

The normal work week for all employees in the bargaining unit shall be forty (40) hours per week, to be performed (except in the case of relief men for Water Pumping System Monitor in five (5) consecutive days of eight (8) hours each, exclusive of lunch hour, provided, however, that this provision shall not be construed as a guarantee of work per day or work per week or of days work per week. The Town reserves the right to determine and change the days of work and the daily hours of work and to require overtime. All employees in Unit B shall be on call at all times outside of their regularly assigned hours for recall to duty when required by the Town. This provision shall not be utilized to circumvent overtime unless the Town and CSEA mutually agree to change shifts.

Each employee will punch the assigned time card upon reporting for work each day, at the beginning and ending of the lunch break and upon leaving work at the end of each assigned period of work, unless otherwise directed by the department head.

In emergency situations employees can be required to work up to sixteen (16) consecutive hours. In non-emergency situations employees can be required to work up to twelve (12) consecutive hours. Employees will not be required to work more than the above consecutive maximums except with their consent.

Any employee who works through his lunch period (11 am to 2 pm) may not leave the work site 1/2 hour early. He will be eligible to receive 1/2 hour of overtime notwithstanding any other provisions in this contract. Any work performed on a holiday (regular or overtime hours) shall be compensated under Article 15.

Employees who remain in the "field" at a work location, and do not return to the "garage area" for lunch are not required to punch in or out for the lunch period. Employees who return to the "garage area" for lunch, but do not leave the site are not required to punch in or out for the lunch period. Employees who do not remain "in the field" at a work location, or employees who return to the "garage area" and leave the "garage area" during the lunch period are required to punch in and out for lunch. Any employee who punches another employee's time card is subject to disciplinary action up to and including discharge.

On Call

Effective July 1, 2003, an employee who is voluntarily designated as on-call in the Pure Waters or Highway Division in accordance with existing practice will be paid the sum of \$100.00 for each week he or she is on call.

Shift Operations

For this section only, seniority shall be defined as length of service in the same job title, in a department. When a vacancy occurs on a shift, all shifts will be re-bid according to seniority. Holiday schedules shall be bid by seniority. Employees who agree to "swap" holidays will be allowed, provided both employees agree in writing and submit the agreement to their supervisor prior to the holiday in question, and provided the operational needs of the department are met. PST shall be

selected based on seniority. Employees selected for jury duty shall notify the Town as soon as possible. Where feasible, the Town will change shifts and place the employee on a day shift, and treat according to the Town jury duty policy.

Overtime

Any hours worked in excess of the normal eight (8) hour work day or forty (40) hour work week shall be considered overtime and shall be paid for at the rate of one and one-half times the regular base rate; any work performed past the sixteenth (16th) consecutive hour will be compensated at double time pay provided it is outside the employees normal work schedule; and provided, however, that no employee shall be permitted to work overtime or receive any pay for overtime unless the said overtime shall, prior to the beginning thereof, have been approved by an authorized representative of the Town, and further provided, an employee shall not be paid for both weekly and daily overtime on account of the same hours of overtime work.

In the computation of overtime rates, in 24 hour installations, the regular base rate of the employees assigned to work the hours 4 pm to 12 pm or 12 am to 8 am shall include shift differential in the computation of overtime. Employees assigned to work the hours of 8 am to 4 pm shall receive overtime computed at time and one half their base rate exclusive of shift differential.

Overtime compensation shall not be paid more than once for the same hours under any provision of this Article, this Agreement, State or Federal law.

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 16 hours (24 hours for shift workers) starting from the beginning of the shift on which he was sick. In addition, if an employee is out on sick leave for any time in the 24 hour period prior to the shift he/she works, he will be paid at straight time rate for that shift.

Any employee who is recalled to work, when absent due to Personal Service Time or Compensatory Time shall be paid double time his normal straight time rate for all hours worked during his normal eight (8) hour shift. He will also receive time off equal to the amount of hours worked during this period. If recalled, outside his normal working shift, he is eligible for time and one half only.

Shift Differential

There shall be a shift differential above the normal wage rates for all regularly scheduled hours worked by employees assigned to the second and third shift as follows: effective 1/1/97, second shift 50 cents per hour, third shift 55 cents per hour. Effective 1/1/04, second shift 55 cents per hour, third shift 60 cents per hour. Effective 1/1/06, second shift 60 cents per hour, third shift 65 cents per hour. Effective July 1, 2003 shift differential rate is to be included in holiday pay, short term illness/injury, Personal Service Time and bereavement.

Shift Changes

Except in cases of emergency or temporary shift change, the Town will endeavor to give notice five (5) working days in advance to any employee of any change in his shift assignment. In the event that the Town fails to comply with this paragraph, no penalty shall be imposed. The effective time or date of such shift change will be delayed until all affected employees receive a five (5) working day notice of such changes.

Recall

When, by order issued after an employee has completed his regular shift and left his assigned place of work, such employee is called back for work to be performed after completion of his regular shift and leaving his assigned place of work, he shall be paid at the overtime rate for the time worked, computed from the time of punching in and punching out plus one (1) hour at the overtime rate.

1. The current practice being used Town-wide regarding the employee who receives twenty four (24) hour notice prior to the time he is ordered to report to work, such time is considered scheduled overtime, and the employee is not eligible for the one hour recall time.
2. Any employee who is notified of overtime prior to leaving the work site, and is scheduled to return to work within twelve (12) hours from the time he leaves, will be eligible for one hour recall. If an employee is scheduled to report to work more than twelve (12) hours after he leaves the work-site, it will be considered scheduled overtime, and is not eligible for the one hour recall.
3. Except as above expressly provided, nothing contained herein shall form a basis for any claim for recall pay when directed to commence work while at the assigned place of work.
4. Any employee who is picked up in a Town vehicle at their residence and returned to their residence is not entitled to the one (1) hour of recall.
5. Any employee who is actively en-route to the work site and fails to arrive due to circumstances beyond his control will be eligible for the recall pay.

Rest Period

All employees shall receive a twenty (20) minute rest period during each four (4) hour shift. The rest period shall be granted near the middle of each four (4) hour shift whenever feasible. The rest period shall begin from the time the employee stops work and ends twenty (20) minutes later. The twenty (20) minute rest period shall not be extended for the purpose of traveling to or from the location where the rest period is taken. Employees traveling between work sites may stop for a rest period. This rest period shall commence when the employee arrives at the work break location and shall end twenty (20) minutes later. Shift workers shall be excluded from this clause.

Compensatory Time

All employees who work overtime will be eligible to receive compensatory time (i.e. time off at the rate of time and one half [1 1/2] overtime hours worked) in place of overtime pay. The maximum amount of compensatory time credited to an employee, in any calendar year, is 80 hours. Under no circumstances may an employee apply to management for approval to utilize compensatory time or take off more compensatory time than 80 hours per calendar year. Use of compensatory time is subject to employer approval and determinations regarding the use of compensatory time are not subject to the grievance procedure. The maximum amount of compensatory time an employee may "carry on the books" is 240 hours. Once an employee reaches 240 hours, he/she will be paid at the appropriate overtime rate. At the time an employee severs his employment relationship with the Town, he may be compensated in a lump-sum fashion for compensatory time up to 120 hours.

Leave of Absence

All requests for a leave of absence without pay of less than five (5) days must be approved by the Human Resources Director, all requests for leave of absence without pay of five (5) days or more must be approved by the Town Board.

ARTICLE 23

MEAL ALLOWANCE

Effective July 1, 2003 meal allowances will be provided by the Town of Colonie in the amount of \$8.00 for all bargaining unit employees based on the following:

1. if an employee is recalled prior to the beginning of his normal shift for a minimum of four (4) straight hours and works his normal eight (8) hour shift (a minimum amount of twelve

- (12) consecutive hours); and one additional meal allowance for each additional six hour period.
2. if an employee is held over for a minimum of four straight hours at the end of his normal shift (a minimum of 12 straight hours); and one additional meal allowance for each additional six hour period.
 3. if an employee is recalled for a minimum of four straight hours of unscheduled work; and one additional meal allowance for each additional six (6) hour period.
 4. combination of 1 and 2 above, resulting in 16 straight hours of work would entitle the employee to two meal allowances, one for the period prior to his normal shift, and one for the period subsequent to his normal shift.

An employee is entitled to receive one meal allowance for recall resulting in a minimum of four (4) straight hours worked and is eligible to receive another meal allowance for each additional six hour period thereafter. The Town of Colonie agrees to process meal allowance payments at least monthly.

ARTICLE 24

LAYOFFS

Without in any way limiting the power reserved to the Town, in the event that the Town in its sole and uncontrolled discretion shall determine to permanently accomplish a substantial reduction in the Bargaining Unit B work force in any department by the excessing or other layoff for any reason of Bargaining Unit B personnel before implementation, it will discuss with the Association all aspects of the impact of such reduction in force, including but not limited to the possibility of break in periods in other positions. Provisions and procedures governing the layoff of noncompetitive and labor class bargaining unit employees are found below:

LAYOFFS IN THE NON-COMPETITIVE CLASS

POLICY/PROCEDURE

I. Suspension of Employees

Suspension means the layoff or reduction in status of an employee due to abolition of positions in the competitive, non-competitive or labor class.

II. Suspension of Non-Competitive Class Employees

When occupied positions in the non-competitive class are abolished, suspension is made among employees in those titles in the layoff unit in the following order:

- A. Temporary Employees - All temporary employees are suspended before suspending permanent non-competitive class employees. Suspension should be made beginning with the least senior.
- B. Permanent Employees - Last to be suspended are permanent non-competitive class employees. Suspension should be made beginning with the least senior employee.

III. Determining Seniority

Determining seniority can be a complicated process. Normally, a person's seniority date for layoff is the date of original permanent appointment to the classified service. There are, however, several reasons why that date would be adjusted.

Veterans' Status

A. The definition of what constitutes a veteran or disabled veteran is spelled out in Section 85 of the Civil Service Law.

1. Veteran - an individual afforded status as a veteran must have:
 - served in the Armed Forces in time of war
 - received an honorable discharge or release under honorable circumstances
 - been a resident of New York State at the time of entrance into the Armed Services
 - be a resident of New York State at the time of layoff
2. Disabled Veteran - To qualify as a disabled veteran an individual additionally, must be certified by the Veterans' Administration as entitled to receive disability payments for the disability incurred in time of war.

B. Adjustment Based on Veterans' Status

1. Non-disabled Veteran - the date of original permanent appointment is thirty (30) months earlier than the actual date.
2. Disabled Veteran - the date of original permanent appointment is sixty (60) months earlier than the actual date. This also applies to head of household spouses of disabled veterans with 100% service connected disability.

The Blind

A person is considered to be legally blind if he or she is certified as such by the Commission for the Blind and Visually Handicapped and registered with the Library of Congress. A blind individual must be retained over all non-blind individuals having the same appointment status. That is to say, all permanent non-blind individuals would have to be laid off before a permanent blind individual. However, permanent non-blind individuals would not be laid off before a probationary or temporary blind individual.

Break-in-Service for Determining Seniority Date

An individual who resigns and is reinstated or re-appointed more than one year subsequent to resignation, has a break in continuous service. The original appointment date is the date of re-employment on a permanent basis; prior service does not count

Reinstatement Following Disability Termination

An individual terminated because of a disability resulting from occupational injury or disease as defined in Workers' Compensation Law who is reinstated or re-appointed is deemed to have continuous service.

Temporary or Provisional Service Following a Break-in-Service

Temporary or provisional service which precedes the original permanent appointment does not count. However, if an employee resigns and is re-employed on a temporary or provisional basis within one year and then, without a further break-in-service, is re-employed on a permanent basis, there is no break in continuous service. This applies even when the subsequent permanent appointment occurs more than one year after separation.

Layoff Units

Each department shall be a separate layoff unit. It is only from among employees in a given layoff unit that suspension from positions abolished in that unit will occur. Other employees, including non-permanents, will not be affected if they are not in the layoff unit in which layoff is occurring.

Preferred List Reinstatement

Individuals re-employed from preferred lists shall not be considered to have a break-in-service for the time spent on a preferred list.

Breaking Ties

When several employees have the same layoff seniority date, each digit of the employee's social security number shall be added. The resulting number will be ranked with the lowest sum being number one to be laid off.

IV. Displacement Rights

Once the least senior individuals occupying positions to be abolished have been identified, the next step to consider is the rights of tenured employees.

Retreat

Retreat means a return to the title in a lower salary grade last held on a permanent basis. To be considered for retreat, the following criteria must be met:

- A. The formerly held title must be in the competitive, non-competitive or labor class.
- B. The formerly held title must be occupied. An individual cannot retreat to a vacant position. However, a reinstatement may be possible at the agency's discretion.
- C. The formerly held title must exist in the layoff unit and be at a lower salary grade. Prior service in the retreat title need not have been in the layoff unit.
- D. Outlined below are some additional concerns to keep in mind when determining retreat possibilities:
 1. Title change - If an employee's retreat title has changed but the duties have remained the same, retreat will still be allowed to the new title.
 2. Intervening service - An employee with service in other intervening titles, may still retreat as long as service in the intervening titles was on other than a permanent basis.

V. Preferred Lists

Once employees are actually separated from service, or reduced in status due to layoff, their names are placed on "preferred lists". The preferred lists must be used to fill vacant positions in appropriate titles, before certification is made from other lists, including promotion eligible lists. Persons are generally eligible for reinstatement from a preferred list for four years. Generally, preferred lists are subject to the following conditions:

- A. Names are placed on a preferred list in seniority order based on continuous service from the date of original appointment. Seniority for preferred list reinstatement purposes is determined in the same manner as for suspension.
- B. Preferred lists are rule of one. The "most senior" acceptor must be selected first.
- C. There is no probationary period upon reinstatement from a preferred list, unless the laid off employee was on probation at the time of layoff. Such employees must complete their probationary period when reinstated.

VI. Order of Certification

Certification of Preferred Lists

When a position is to be filled the most appropriate preferred list will be certified first. The most appropriate list for filling a position is a preferred list of employees laid off from the same title, followed by those laid off in comparable titles. Within each list, preference is given to employees laid off from the layoff unit to which the preferred list is being certified followed by those on preferred lists from all other layoff units.

The order of certification of preferred lists for non-competitive class employees is as follows:

- A. Title for title
 1. Layoff unit - permanent
 2. Layoff unit - probationary
 3. Other than layoff unit - permanent
 3. Other than layoff unit - probationary

- B. Appropriate titles
 5. Layoff unit - permanent
 6. Layoff unit - probationary
 7. Other than layoff unit - permanent
 8. Other than layoff unit - probationary

VII. Reinstatement

Persons on preferred lists have preference in right of employment over persons without permanent status. Departments may not continue to employ temporary employees in a title for which a preferred list exists containing the names of laid off employees who will accept those positions even if those laid off are from another department. The following describes the effect of declination of reinstatement from preferred lists:

- A. A preferred list eligible who declines permanent reinstatement to a position in his/her former title, or a comparable title in the same grade, in the same layoff unit from which laid off, relinquishes eligibility for reinstatement to any position.
- B. A preferred list eligible who declines permanent reinstatement to a position in his/her former title, or a comparable title in the same grade, in a different layoff unit from which laid off, relinquishes eligibility for reinstatement to any position in that layoff unit.
- C. A preferred list eligible who declines permanent reinstatement to a lower grade position in the same layoff unit from which he/she was laid off, relinquishes eligibility for reinstatement to the same or comparable position in that or lower grades.
- D. A preferred list eligible who declines permanent reinstatement to a lower grade position in a different layoff unit from which he/she was laid off, relinquishes eligibility for reinstatement to the same or comparable positions in that or lower grades in that layoff unit.

VIII. Procedures

The following outlines the layoff procedure for the non-competitive class:

- A. Determines titles of positions which are to be abolished.
- B. Advise CSEA of the date of the impending layoff and provide them with a copy of the listing of the titles of positions which are to be abolished.
- C. Develop seniority lists and verify.
- D. Determine the number of positions in a title that are to be abolished.

- E. Tentatively identify employees to be laid off.
- F. Determine retreat possibilities.
- G. Notify, in writing, CSEA and the affected employees identified in Step E of their impending layoff.

LAYOFFS IN THE LABOR CLASS

POLICY/PROCEDURE

I. Suspension of Employees

Suspension means the layoff or reduction in status of an employee due to abolition of positions in the competitive, non-competitive or labor class.

II. Suspension of Labor Class Employees

When occupied positions in the labor class are abolished, suspension is made among employees in those titles in the layoff unit in the following order:

- A. Temporary Employees - All temporary employees are suspended before suspending permanent labor class employees. Suspension should be made beginning with the least senior.
- B. Permanent Employees - Last to be suspended are permanent labor class employees. Suspension should be made beginning with the least senior employee.

III. Determining Seniority

Determining seniority can be a complicated process. Normally, a person's seniority date for layoff is the date of original permanent appointment to the classified service. There are, however, several reasons why that date would be adjusted.

Veterans' Status

- A. The definition of what constitutes a veteran or disabled veteran is spelled out in Section 85 of the Civil Service Law.
 - 1. Veteran - an individual afforded status as a veteran must have:
 - served in the Armed Forces in time of war
 - received an honorable discharge or release under honorable circumstances
 - been a resident of New York State at the time of entrance into the Armed Services
 - be a resident of New York State at the time of layoff
 - 2. Disabled Veteran - To qualify as a disabled veteran an individual additionally, must be certified by the Veterans' Administration as entitled to receive disability payments for a disability incurred in time of war.
- B. Adjustment Based on Veterans' Status
 - 1. Non-disabled Veteran - the date of original permanent appointment is thirty (30) months earliest than the actual date.
 - 2. Disabled Veteran - the date of original permanent appointment is sixty (60) months earlier than the actual date. This also applies to head of household spouses of disabled veterans with 100% service connected disability.

The Blind

A person is considered to be legally blind if he or she is certified as such by the Commission for the Blind and Visually Handicapped and registered with the Library of Congress. A blind individual must be retained over all non-blind individuals having the same appointment status. That is to say, all permanent non-blind individuals would have to be laid off before a permanent blind individual. However, permanent non-blind individuals would not be laid off before a probationary or temporary blind individual.

Break-in-Service for Determining Seniority Date

An individual who resigns and is reinstated or re-appointed more than one year subsequent to resignation, has a break in continuous service. The original appointment date is the date of re-employment on a permanent basis; prior service does not count.

Reinstatement Following Disability Termination

An individual terminated because of a disability resulting from occupational injury or disease as defined in the Workers' Compensation Law who is reinstated or re-appointed is deemed to have continuous service.

Temporary or Provisional Service Following a Break-in-Service

Temporary or provisional service which precedes the original permanent appointment does not count. However, if an employee resigns and is re-employed on a temporary or provisional basis within one year and then, without a further break-in-service, is re-employed on a permanent basis, there is no break in continuous service. This applies even when the subsequent permanent appointment occurs more than one year after separation.

Layoff Units

Each department shall be a separate layoff unit. It is only from among employees in a given layoff unit that suspension from positions abolished in that unit will occur. Other employees, including non-permanents, will not be affected if they are not in the layoff unit in which layoff is occurring.

Preferred List Reinstatement

Individuals re-employed from preferred lists shall not be considered to have a break-in-service for the time spent on a preferred list.

Breaking Ties

When several employees have the same layoff seniority date, each digit of the employee's social security number shall be added. The resulting number will be ranked with the lowest sum being number one to laid off.

IV. Displacement Rights

Once the least senior individuals occupying positions to be abolished have been identified, the next step to consider is the rights of tenured employees.

Retreat

Retreat means a return to the title in a lower salary grade last held on a permanent basis. To be considered for retreat, the following criteria must be met:

- A. The formerly held title must be in the competitive, non-competitive or labor class.

- B. The formerly held title must be occupied. An individual cannot retreat to a vacant position. However, a reinstatement may be possible at the agency's discretion.
- C. The formerly held title must exist in the layoff unit and be at a lower salary grade. Prior service in the retreat title need not have been in the layoff unit.
- D. Outlined below are some additional concerns to keep in mind when determining retreat possibilities:
 - 1. Title change - If an employee's retreat title has changed but the duties have remained the same, retreat will still be allowed to the new title.
 - 2. Intervening service - An employee with service in other intervening titles, may still retreat as long as service in the intervening titles was on other than a permanent basis.

V. Preferred Lists

Once employees are actually separated from service, or reduced in status due to layoff, their names are placed on "preferred lists". The preferred lists must be used to fill vacant positions in appropriate titles, before certification is made from other lists, including promotion eligible lists. Persons are generally eligible for reinstatement from a preferred list for four (4) years. Generally, preferred lists are subject to the following conditions:

- A. Names are placed on a preferred list in seniority order based on continuous service from the date of original appointment. Seniority for preferred list reinstatement purposes is determined in the same manner as for suspension.
- B. Preferred lists are rule of one. The "most senior" acceptor must be selected first.
- C. There is no probationary period upon reinstatement from a preferred list, unless the laid off employees was on probation at the time of layoff. Such employees must complete their probationary period when reinstated.

VI. Order of Certification

Certification of Preferred Lists

When a position is to be filled the most appropriate preferred list will be certified first. The most appropriate list for filling a position is a preferred list of employees laid off from the same title, followed by those laid off in comparable titles. Within each list, preference is given to employees laid off from the layoff unit to which the preferred list is being certified followed by those on preferred lists from all other layoff units.

The order of certification of preferred lists for labor class employees is as follows:

- A. Title for title
 - 1. Layoff unit - permanent
 - 2. Layoff unit - probationary
 - 3. Other than layoff unit - permanent
 - 4. Other than layoff unit - probationary
- B. Appropriate titles
 - 5. Layoff unit - permanent
 - 6. Layoff unit - probationary
 - 7. Other than layoff unit - permanent
 - 8. Other than layoff unit - probationary

VII. Reinstatement

Persons on preferred lists have preference in right of employment over persons without permanent status. Departments may not continue to employ temporary employees in a title for which a preferred list exists containing the names of laid off employees who will accept those positions even if those laid off are from another department. The following describes the effect of declination of reinstatement from preferred lists:

- A. A preferred list eligible who declines permanent reinstatement to a position in his/her former title, or a comparable title in the same grade, in the same layoff unit from which laid off, relinquishes eligibility for reinstatement to any position.
- B. A preferred list eligible who declines permanent reinstatement to a position in his/her former title, or a comparable title in the same grade, in a different layoff unit from which laid off, relinquishes eligibility for reinstatement to any position in that layoff unit.
- C. A preferred list eligible who declines permanent reinstatement to a lower grade position in the same layoff unit from which he/she was laid off, relinquishes eligibility for reinstatement to the same or comparable position in that or lower grades.
- D. A preferred list eligible who declines permanent reinstatement to a lower grade position in a different layoff unit from which he/she was laid off, relinquishes eligibility for reinstatement to the same or comparable positions in that or lower grades in that layoff unit.

VIII. Procedures

The following outlines the layoff procedure for the labor class:

- A. Determines titles of positions which are to be abolished.
- B. Advise CSEA of the date of the impending layoff and provide them with a copy of the listing of the titles of positions which are to be abolished.
- C. Develop seniority lists and verify.
- D. Determine the number of positions in a title that are to be abolished.
- E. Tentatively identify employees to be laid off.
- F. Determine retreat possibilities.
- G. Notify, in writing, CSEA and the affected employees identified in Step E of their Impending layoff.

ARTICLE 25

EMPLOYEE DISCIPLINE

Notwithstanding the language of Civil Service Law, Section 75, subdivision 1, all employees covered by this agreement shall be subject to the procedures set forth and described in the balance of Section 75 and Section 76 of the Civil Service Law. 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. 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. The Town may discipline employees for off-duty conduct, where it can demonstrate such conduct adversely affects the department's reputation or effectiveness in the Town. A copy of all suspension and discharge notices shall be provided to the Association. In the event that an employee must use Town time to conduct business regarding the above:

1. Employee must charge PST time for all preparatory meetings conducted off Town premises. However, if employee is found to be not guilty of disciplinary charges, the

Town shall reimburse to the employee, all PST time utilized in connection with the Section 75 proceeding.

2. Charged employee shall not be required to charge time to attend the Section 75 proceeding.
3. Unit president will be allowed to prepare for and attend the Section 75 hearings without charging time to PST.
4. Any Town employee who is called as a witness by the charged employee will be given paid time off only for their actual testimony at the hearing plus one half [1/2] hour travel time (subject to operational needs of the Town).

Termination Cases

If the Town seeks termination, the employee may be suspended without pay pending a hearing; however after sixty (60) calendar days, the employee may use Personal Service Time or Compensatory time, but will not accrue time while using the same. With respect to the hearing, the parties agree to have the matter heard by an arbitrator in accordance with Step 3 of the Contract Grievance Procedure, Article 19. The decision of the arbitrator will be final and binding upon the parties and will be limited to a determination of just cause and appropriateness of penalty. This provision will also apply to terminations under the Drug and Alcohol testing program.

In the case of a first time positive for drugs or alcohol, where the employee has been recommended for treatment by the SAP and is not authorized to return to duty by the SAP, he or she may apply to use accumulated compensatory or Personal Service Time after 25 calendar day's absence. The determination shall be made by the Human Resources Director, who will take into consideration, among other things, the following:

1. Whether the employee is diligently complying with all recommendations of the SAP;
2. Whether the Town has or intends to pursue disciplinary action as a result of the positive test;

If the employee is permitted to use such leave credits, he or she will not accrue any additional time while using the same.

If the employee has been granted such permission but subsequently fails to comply with the SAP's recommendations or otherwise becomes subject to disciplinary action, the Human Resources Director has the authority to cease such use of leave credits, upon providing reasonable notice to the employee and his or her union representative.

ARTICLE 26

WAGES

New Employees hired during the term of this contract, and employees who are currently serving their probation period, shall be paid according to the following table (Entry Rate) for the duration of the probation period. Thereafter, they shall receive the intermediate rate (90% of the top rate) until completion of one year of service as calculated from the date of initial appointment. Upon completion of one year of service, all employees in the bargaining unit shall receive the top rate.

	ENTRY RATE	INTERMEDIATE RATE	TOP RATE
	80%	90%	100%
GRADE 1 (NO TITLES)			
1/1/03	\$10.32	\$11.61	\$12.90
1/1/04	\$10.58	\$11.90	\$13.23
1/1/05	\$10.90	\$12.26	\$13.62
1/1/06	\$11.22	\$12.63	\$14.03

	ENTRY RATE 80%	INTERMEDIATE RATE 90%	TOP RATE 100%
GRADE 2 (NO TITLES)			
1/1/03	\$10.86	\$12.22	\$13.58
1/1/04	\$11.13	\$12.52	\$13.92
1/1/05	\$11.47	\$12.90	\$14.33
1/1/06	\$11.81	\$13.29	\$14.76
GRADE 3 CUSTODIAL WORKER			
1/1/03	\$11.34	\$12.76	\$14.18
1/1/04	\$11.63	\$13.08	\$14.53
1/1/05	\$11.97	\$13.47	\$14.97
1/1/06	\$12.34	\$13.88	\$15.42
GRADE 4 CUSTODIAL CREW LEADER COURIER AUTOMOTIVE MAINTENANCE SUPPORT TECHNICIAN			
1/1/03	\$12.04	\$13.54	\$15.05
1/1/04	\$12.34	\$13.88	\$15.43
1/1/05	\$12.71	\$14.30	\$15.89
1/1/06	\$13.09	\$14.73	\$16.37
GRADE 5 (NO TITLES)			
1/1/03	\$12.48	\$14.04	\$15.60
1/1/04	\$12.79	\$14.39	\$15.99
1/1/05	\$13.17	\$14.82	\$16.47
1/1/06	\$13.57	\$15.26	\$16.96
GRADE 6 (NO TITLES)			
1/1/03	\$13.02	\$14.64	\$16.27
1/1/04	\$13.34	\$15.01	\$16.68
1/1/05	\$13.74	\$15.46	\$17.18
1/1/06	\$14.15	\$15.92	\$17.69
GRADE 7 LABORER RECYCLED MATERIALS HANDLER			
1/1/03	\$13.56	\$15.25	\$16.94
1/1/04	\$13.89	\$15.63	\$17.36
1/1/05	\$14.30	\$16.09	\$17.88
1/1/06	\$14.73	\$16.57	\$18.42

	ENTRY RATE 80%	INTERMEDIATE RATE 90%	TOP RATE 100%
GRADE 8			
AUTOMOTIVE MECHANIC HELPER			
BUIDLING & GROUNDS MAINTENANCE WORKER			
ENVIRONMENTAL SERVICES MAINTENANCE WORKER			
HIGHWAY MAINTENANCE. WORKER			
RECREATION MAINTENANCE. WORKER			
SEWER MAINTENANCE WORKER			
SIGN FABRICATOR			
WATER MAINTENANCE WORKER			

1/1/03	\$14.10	\$15.86	\$17.63
1/1/04	\$14.46	\$16.26	\$18.07
1/1/05	\$14.89	\$16.75	\$18.61
1/1/06	\$15.33	\$17.25	\$19.17

GRADE 9			
AUTOMOTIVE MECHANIC SUPPORT WORKER			
WATER METER SERVICE WORKER			
WATER PUMPING SYSTEM MONITOR			
SMALL ENGINE REPAIR MECHANIC			

1/1/03	\$14.58	\$16.40	\$18.23
1/1/04	\$14.95	\$16.82	\$18.69
1/1/05	\$15.40	\$17.33	\$19.25
1/1/06	\$15.86	\$17.84	\$19.83

GRADE 10			
ASSISTANT SWIMMING POOL MAINTENANCE. WORKER			
HEAVY EQUIPMENT MECHANIC TRAINEE			
HIGHWAY SIGNAGE TECHNICIAN			
WATER MAINTENANCE TECHNICIAN			

1/1/03	\$15.17	\$17.06	\$18.96
1/1/04	\$15.55	\$17.49	\$19.43
1/1/05	\$16.01	\$18.01	\$20.01
1/1/06	\$16.49	\$18.55	\$20.61

GRADE 11			
HEAVY EQUIPMENT MECHANIC			
MOTOR EQUIPMENT OPERATOR			
AUTOMOTIVE MECHANIC			

1/1/03	\$15.70	\$17.66	\$19.63
1/1/04	\$16.10	\$18.11	\$20.12
1/1/05	\$16.58	\$18.65	\$20.72
1/1/06	\$17.07	\$19.21	\$21.34

	ENTRY RATE 80%	INTERMEDIATE RATE 90%	TOP RATE 100%
GRADE 12 EQUIPMENT ENGINEER SENIOR HEAVY EQUIPMENT MECHANIC WELDER			
1/1/03	\$16.25	\$18.28	\$20.31
1/1/04	\$16.65	\$18.74	\$20.82
1/1/05	\$17.16	\$19.30	\$21.44
1/1/06	\$17.67	\$19.87	\$22.08

Wage increase effective pay cycle which incorporates January 1st.

Effective January 1, 1998, the following longevity schedule will be in effect:

Upon completion of seven (7) years of service	\$ 650.00
Upon completion of eleven (11) years of service	\$ 850.00
Upon completion of fifteen (15) years of service	\$ 1,050.00
Upon completion of twenty (20) years of service	\$ 1,300.00

Effective July 1, 2003, the following longevity schedule will be in effect:

Upon completion of seven (7) years of service	\$ 750.00
Upon completion of eleven (11) years of service	\$ 950.00
Upon completion of fifteen (15) years of service	\$ 1,150.00
Upon completion of twenty (20) years of service	\$ 1,400.00
Upon completion of twenty five (25) years of service	\$ 2,000.00

The above schedule will become effective on the anniversary date of employment for those affected employees.

NO GUARANTEE OF WORK - Nothing in this contract is to be interpreted as constituting a commitment or guarantee of continued employment for any specific time or in any particular grade or position for all or any member of the bargaining unit.

ARTICLE 27

SAFETY

The Town shall attempt to make reasonable provisions for the safety and health of its employees during the hours of their employment, including compliance with all statutes, rules and regulations applicable to the Town. All employees shall cooperate to the best of their ability in the observance of all safety rules and in the prevention of accidents to themselves and to their fellow workers.

ARTICLE 28

PERSONNEL APPEAL COMMITTEE

The Appeal Committee will be an advisory group comprised of the following members or their designee.

1. One CSEA Representative
2. One Management Representative
3. One neutral appointed by Town Board

The Committee will meet every two (2) years starting in the year 2000. The method of appeal will be as follows:

1. All appeals will be submitted in writing through the department head to the Appeal Committee by April 30th of each year, together with any supplemental data that would help clarify the reason for the employee's action. Supplemental data must contain a recommendation from the individual's department head.
2. The Committee will render its recommendation to the Town Board after reviewing all appeals presented.
3. The Town Board will render its decision after the receipt of the committee recommendation. This decision will be final and not subject to the grievance procedure. The Committee will consider only the grade of a job title. Every reasonable effort will be made to arrive at a decision by July 31st of each year, to be effective January 1 of the following year.

ARTICLE 29

CREDIT UNION

Providing the contract with the Excelsior Credit Union and Capital Communications Credit Union is in effect, the Town will continue to authorize payroll deductions and direct deposit under the terms of said contract.

ARTICLE 30

PERSONNEL FILE

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 twice in any 12-month period or if the employee is involved in a disciplinary or grievance proceeding. The employee may request copies of any document in the personnel file and may submit written explanations of any disagreements 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 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. Employees 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 31

OUT-OF-TITLE WORK

In assigning "out of title" work, within the bargaining unit, appointments shall be made on the basis of qualifications, ability, experience and seniority. If these factors among the applicants are equal, all as determined by the Town in its sole discretion, seniority with the Town within the department or division where the vacancy exists shall be the determining factor for appointment.

1. Out-of-title premium time (e.g. 10% of the out-of-title hours worked) will be given to all employees; for out-of-title work performed.
2. Ten (10) percent "premium time" will be registered to time off only (not pay).
3. In order to be eligible for the above "premium time," employees must be assigned to the "out-of-title work" by the appropriate department head or his designee.

ARTICLE 32

DAMAGE AND OPERATION OF TOWN VEHICLES AND EQUIPMENT

Effective January 1, 1990, a committee will be established to review all accidents with Town vehicles, as well as any damage to Town property. This committee will consist of two (2) members of Unit B (excluding the employee(s) involved), one (1) member of Unit C (excluding the employee(s) involved), two (2) management representatives and a member of the Police Accident Investigation Unit. The Purpose of this committee is to investigate the circumstances surrounding the accident or damage. If the Town believes the employee to have been negligent, he/she will be liable for 50% of the damages up to total maximum of \$250 as determined by the Town.

ARTICLE 33

EXCESSIVE ABSENTEEISM OR TARDINESS

It is understood that excessive absenteeism, excessive tardiness or the abuse of sick leave, among other things may constitute just cause for discipline and it is the responsibility and intent of the Town to take corrective action. With regard to short term sick leave, a pattern of sick leave use, such as on Mondays and Fridays, before or after holidays, or taking a sick day that has previously been denied for Personal Service Time will be considered in determining abuse of the sick leave benefit that warrants corrective action. It is also understood and agreed that when a pattern of excessive use of sick leave develops, in certain cases and under certain circumstances, such pattern of excessive use may be considered in determining abuse of the sick leave benefit.

It is agreed that, prior to taking disciplinary action in this instance, that the Town, the employee and a CSEA representative shall meet to review that employee's absenteeism or tardiness.

ARTICLE 34

UNIT PRESIDENT LEAVE TIME

The Town will allow the Unit President or a designee time off to attend conferences or seminars based on a 50% matching contribution (50% Union - 50% Town), with the Town's portion not to exceed five (5) full day's pay.

ARTICLE 35

EDUCATIONAL ASSISTANCE

Effective January 1, 1990, all members of the bargaining unit will be eligible to participate in the Town-wide Educational Assistance Plan providing they meet existing requirements. Detail of the plan are available in the Human Resources Department or in the Employee Handbook.

ARTICLE 36

TERMS OF AGREEMENT

This agreement shall be effective on January 1, 2003 and shall remain in full force and effect through December 31, 2006.

ARTICLE 37

EDUCATION & TRAINING

Attendance at mandatory educational classes, as determined by the Town, shall be considered time worked. All employees required to attend classes, in order to maintain certification or licenses, will be given the opportunity to attend said classes within the time frame prescribed. The Town has the right, at its' sole discretion, to change shifts to accomplish mandatory training, or to pay overtime, if said training is in addition to employees regular shift.

ARTICLE 38

NEW AND AMENDED JOB SPECIFICATIONS

The Town will provide the Union President with all new job specifications created by the Town Board and all amended job specifications adopted by the Town Personnel Officer within ten (10) days of adoption.

Any personnel policy changes adopted by the Town Board will be provided to the Union President. The Town will also provide the Union President with all new hires, transfers, leaves of absence, promotions, retirements, and resignations of bargaining unit employees.

ARTICLE 39

FAMILY AND MEDICAL LEAVE ACT

A leave of absence for reasons conferred by the FMLA shall be granted in accordance with the FMLA and other federal and state laws, and current policy relating to such leaves of absence.

ARTICLE 40

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 a benefit does not relieve any employee from proper enrollment procedure with said carrier. Assuming the employee has received the proper notification, failure to enroll 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 that the Town provide the benefit or face a contract violation.

ARTICLE 41

INDEMNIFICATION CLAUSE

Chapter 14 of the Town of Colonie provides that the Town shall indemnify and save harmless its employees in the amount of any judgment obtained against such employee or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his or her employment. This obligation to defend and indemnify would include any claim or suit against an individual employee who, while in the scope of his employment, makes a good faith determination of reasonable suspicion that another employee is under the influence of drugs or alcohol and acts upon that suspicion in accordance with Town policy. In other words, any actions taken in good faith while following Town policy would be considered to be within the scope of your employment and would be covered under the local law. The obligation to defend and indemnify is, however, conditioned upon the full cooperation of the employee during the pendency of the claim.

ARTICLE 42

NO SOLICITATION

While the Town acknowledges that the Association may be conducting solicitation of Town of Colonie residents, citizens or merchants and businesses, the Association agrees that none of its agents or members will solicit any person or entity for contributions or donations on behalf of the Town of Colonie.

The association agrees that the Town name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time. Neither the Association nor the Town of Colonie Unit B employees, not its' agents or representatives may use the words, "Town of Colonie" in any solicitation except if such words are included in a statement of the Association's full and complete name, "Town of Colonie Unit B,

CSEA." The association further agrees that any written or oral solicitation of Town of Colonie residents, citizens or merchants and businesses will include the words, "This solicitation is not made on behalf of, nor do receipts go for the benefit of, the Town of Colonie."

ARTICLE 43

OUTSIDE EMPLOYMENT

No bargaining unit employee shall be employed in any other business, position or occupation that interferes or conflicts in any way with his Town position or with the full and proper performance of his duties.

1. Each employee recognizes that his/her job with the Town of Colonie is his/her primary employment.
2. Secondary employment must be scheduled outside of work time with the Town, including scheduled and unscheduled overtime;
3. Secondary employment may not infringe upon Town work time including lack of energy on the job and interruptions concerning secondary employment, including telephone calls and visitors;
4. Secondary employment may not require the employee to wear a Town uniform.

ARTICLE 44

SAFETY SHOE PROGRAM

The Town of Colonie has agreed to purchase safety shoes for all Unit B employees. The month of February has been chosen for purchase of the safety shoes, the program will be completed within the month.

The maximum allowance is \$125.00, for each eligible employee, if the value of the purchased shoe is less than the allotted amount, the employee may use the balance toward another pair of shoes or shoe related supplies, such as laces or water proof material. If the employees purchase is greater than the allotted amount the employee is responsible for the difference. No other purchase will be allowed, the employee will be held responsible for any unauthorized purchase.

The Town may identify suggested vendors which will accept Town of Colonie claim forms. If the employee chooses to purchase a pair of safety shoes at any other vendor than those identified, the employee, upon proper documentation, a receipt and proof that the safety shoe meets ANSI standard Z-41-1991, the employee will be reimbursed for the cost of the shoes up to the allotted amount. Sales tax will be the responsibility of the employee. Only the maximum allowance of \$125.00 will be reimbursed.

All Unit B employees will be required to wear safety shoes when working for the Town unless written medical evidence is submitted.

ARTICLE 45

DEPARTMENT MEETINGS

Upon request, the Town agrees to have department heads meet with bargaining unit representatives to discuss pertinent items of mutual interest.

All items to be discussed should be placed on an agenda prior to any meeting.

Each department head shall have the discretion to determine the length of meetings and number of employees to attend.

ARTICLE 46

UNIFORMS

The Town shall provide, at no cost to the employees, uniform service for Mechanic, Mechanic Helper, Welder and Working Foreman (in Fleet Maintenance) titles.

SIGNATURE PAGE

The Parties do hereby agree to said terms from January 1, 2003 to December 31, 2005

TOWN OF COLONIE

Dated: 08/08/03

By: Mary C. Brizzell
Mary Brizzell
Town Supervisor

TOWN OF COLONIE UNIT B
CIVIL SERVICE EMPLOYEES ASSOCIATION

Dated: 8/8/03

By: Kenneth Plew
Kenneth Plew
Unit President

Dated: 8/8/03

By: Linda Mosher
Linda Mosher
CSEA Representative

Dated: 8/8/03

By: Dennis Freese
Dennis Freese

Dated: 8-8-03

By: Gregory Groeber
Gregory Groeber

Dated: 8/8/03

By: David Miller
David Miller

Dated: 8/8/03

By: John Perry
John Perry

Dated: 8/8/03

By: Fred Roberts
Fred Roberts

Dated: 8/8/03

By: Joseph Schroll
Joseph Schroll

HOLIDAY SCHEDULE

2003
HOLIDAY SCHEDULE

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Birthday
February 17	Monday	Presidents' Day
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
October 13	Monday	Columbus Day
November 4	Tuesday	Election Day
November 11	Tuesday	Veteran's Day
November 27	Thursday	Thanksgiving Day
November 28	Friday	Day After Thanksgiving
December 25	Thursday	Christmas Day

2004
HOLIDAY SCHEDULE

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Birthday
February 16	Monday	Presidents' Day
May 31	Monday	Memorial Day
July 5	Monday	Independence Day
September 6	Monday	Labor Day
October 11	Monday	Columbus Day
November 2	Tuesday	Election Day
November 11	Thursday	Veteran's Day
November 25	Thursday	Thanksgiving Day
November 26	Friday	Day After Thanksgiving
December 24	Friday	Christmas Day
January 1, 2005*	Saturday	New Year's Day

* Celebrated Friday December 31, 2004

2005
HOLIDAY SCHEDULE

January 1*	Saturday	New Year's Day
January 17	Monday	Martin Luther King, Jr. Birthday
February 21	Monday	Presidents' Day
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
October 10	Monday	Columbus Day
November 8	Tuesday	Election Day
November 11	Friday	Veteran's Day
November 24	Thursday	Thanksgiving Day
November 25	Friday	Day after Thanksgiving
December 26	Monday	Christmas Day (observed)

*Celebrated Friday, December 31, 2004

2006
HOLIDAY SCHEDULE

January 2	Monday	New Year's Day
January 16	Monday	Martin Luther King, Jr. Birthday
February 20	Monday	Presidents' Day
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
October 9	Monday	Columbus Day
November 7	Tuesday	Election Day
November 10	Friday	Veteran's Day
November 23	Thursday	Thanksgiving Day
November 24	Friday	Day After Thanksgiving
December 25	Monday	Christmas Day

LETTER OF AGREEMENT

The Town of Colonie and the Association agree to develop a joint training presentation put on by the CSEA and a trainer from the Town, regarding labor-management issues, resolving grievances, Taylor Law matters, etc.

Dated: 8/08/03

By: Joyce C. Tarantino
Joyce C. Tarantino
Human Resources Director

Dated: 8/08/03

By: Kenneth Plew
Kenneth Plew
Unit President

LETTER OF AGREEMENT

The Town of Colonie and the Association agree to establish various labor management sub-committees for the following:

- To explore alternative health/dental plans.
- To develop a concept for recognition of Environmental Services and certain Pure Waters titles with the goal of meeting time frames for the 2004 budget process (sub-committee to include the Personnel Officer).
- To explore feasibility of twenty (20) year retirement, if NYS offers it, for Environmental Services division employees.
- Agree to meet to discuss possibility of one time purchase of winter jackets.

Dated: 8/8/03

By: Joyce C. Tarantino
Joyce C. Tarantino
Human Resources Director

Dated: 8/08/03

By: Kenneth Plew
Kenneth Plew
Unit President

LETTER OF AGREEMENT

The parties agree to attach a copy of the Town of Colonie Drug and Alcohol Testing Plan to this Collective Bargaining Agreement for purposes of distribution to the membership. It is not the intent of the parties to incorporate the testing plan into the CBA, nor to affect the non-mandatory nature of the provisions therein governed by law or regulation. Therefore, the parties understand that the Testing Plan may be subject to amendment from time to time with respect to the non-mandatory provisions therein.

Dated: 8/9/03

By: Joyce C Tarantino
Joyce C. Tarantino
Human Resources Director

Dated: 8/08/03

By: Kenneth Plew
Kenneth Plew
Unit President

DRUG AND ALCOHOL TESTING PLAN

In accordance with the Omnibus Transportation Employee Testing Act of 1991, the Federal Department of Transportation published regulations that impact the Town of Colonie, specifically, 49 CFI Part 40 CFR Part 382. The purpose of the act and its implementing regulations are to establish programs designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

Pursuant to the policy entitled "Drug and Alcohol Testing Policy Statement for Commercial Driver License Holders" that was adopted by Town Board Resolution January 1, 1995, the following are the procedures the Town will adhere to.

DEFINITIONS

COVERED EMPLOYEES: Any employee, designated by the Town, who possesses a Commercial Driver's License (CDL) or permit.

MEDICAL REVIEW OFFICER (MRO): a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's Drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other biomedical information.

SUBSTANCE ABUSE PROFESSIONAL (SAP): a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

DESIGNATED EMPLOYER REPRESENTATIVE (DER): an employer 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.

SAFETY SENSITIVE FUNCTION: the operation of a Commercial Motor Vehicle and any of those on-duty functions as listed; all time at a carrier or shipper plant, terminal, facility or other property, waiting to be dispatched, unless the driver has been relieved from duty by the employer; all time inspecting equipment as required by the Federal Motor Carrier Safety Regulations (FMCSR's), or otherwise inspecting, servicing or conditioning any commercial motor vehicle (except for time spent resting in the sleeper berth); all time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded; all time spent performing the driver requirements associated with an accident; all time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

ADULTERATED SPECIMEN: A urine specimen into which the employee has introduced a foreign substance.

DILUTE SPECIMEN: A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid (usually water) into the specimen either directly or through excessive consumption of fluids.

SUBSTITUTED SPECIMEN: A specimen that has been submitted by the employee in place of his/her own urine.

BLOOD ALCOHOL CONCENTRATION (BAC): 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.

TRAINING

EDUCATION & AWARENESS PROGRAM FOR SUPERVISORY PERSONNEL AND ALL CDL HOLDERS

The Town will provide a general awareness training and education program on the subject of substance and alcohol abuse. The regulation requires at least 60 minutes of awareness training.

TRAINING SUPERVISORY PERSONNEL TO DETERMINE REASONABLE SUSPICION

The regulation requires the Town to ensure that supervisors who may determine whether reasonable suspicion or cause exists, receive at least 60 minutes of training on the physical, behavioral and performance indicators of alcohol misuse and use of controlled substances. This training will be mandated for all department heads and those supervisors who have employees that are affected by the policy.

All employees should refer to the training materials for information regarding the use and effects of alcohol and controlled substances.

VOLUNTARY ASSISTANCE

Employees may seek voluntary assistance at any time, however, 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

The Federal Omnibus Transportation Act and/or this policy mandates that employees holding a Commercial Driver's License (CDL) must submit to the following types of testing:

PRE-EMPLOYMENT

Conducted before applicants are hired and after receiving a permit for a Commercial Driver's License.

PROMOTIONS

Employees must be tested upon promotion to a position requiring a commercial driver's license (CDL).

RANDOM

Conducted on a random unannounced basis.

- **Minimum** of ten percent (10%) of all CDL holders will be tested for alcohol on a random basis each year.
- **Minimum** of fifty percent (50%) of all CDL holders will be tested for use of controlled substances each year. Controlled substances that will be tested for are cocaine, marijuana, opiates, amphetamines and phencyclidine.
- Tests must be unannounced and spread throughout the calendar year. Random selection could result in a driver being selected for testing more than once in a calendar year.

REASONABLE SUSPICION

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) trained supervisors or department officials verify and document the behavior.

POST ACCIDENT

Conducted following every accident, by any covered employee involving a fatality or following every DOT accident. Should an employee require medical attention then that shall take precedence over the testing. Do not delay medical treatment to conduct testing. Medical attention for an injured employee shall always come first when testing is required. 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

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.

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 qualified provider that meets the guidelines set forth in the regulations will conduct all drug and alcohol collections.

DRUG TESTING

Drug testing is conducted by analyzing an employee's urine specimen. The analysis is performed at laboratories certified and monitored by SAMHSA and DHHS. The driver 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 for CDL holders 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 SAMHSA/DHHS 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."

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 explain to the employee that if he/she declines to discuss the test result the MRO will verify a positive 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.

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

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.

TESTING PROCEDURES

RANDOM TESTING

Drug Testing

The Town will provide a secure and private location for the purposes of testing. Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home and remain there 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

The Town will provide a secure and private location for the purposes of testing. 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 SUSPICION

Drug Testing

Employee must be transported to the testing facility. Upon completion of the testing the employee will be transported home 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. 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 Suspicion 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 be discarded after the retention period in accordance with the regulation. Upon written request, a covered employee

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 as a result of a violation of DOT rules, the Town may release this information to the relevant parties.

In the case of a first time positive for drugs or alcohol, where the employee has been recommended for treatment by the Substance Abuse Professional (SAP) and is not authorized to return to duty by the SAP, he or she may apply to use accumulated compensatory or Personal Service Time after 25 calendar day's absence. The determination shall be made by the Human Resources Director, who will take into consideration, among other things, the following:

1. Whether the employee is diligently complying with all recommendations of the SAP;
2. Whether the Town has or intends to pursue disciplinary action as a result of the positive test.

If the employee is permitted to use such leave credits; he or she will not accrue any additional time while using the same.

If the employee has been granted such permission but subsequently fails to comply with the SAP's recommendations or otherwise becomes subject to disciplinary action, the Human Resources Director has the authority to cease such use of leave credits, upon providing reasonable notice to the employee and his or her union representative.

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 suspicion 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.