AGREEMENT

BY AND BETWEEN

NEW YORK STATE LAW ENFORCEMENT OFFICERS UNION, COUNCIL 82, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, AND LOCAL 812, PLATTSBURGH POLICE OFFICERS UNION

AND

THE CITY OF PLATTSBURGH, NEW YORK

January 1, 2013 – December 31, 2016

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PREAMBLE

This Agreement, entered into by the City of Plattsburgh, New York, hereinafter referred to as the "Employer", and New York State Law Enforcement Officers Union, Council 82, American Federation of State, County, and Municipal Employees, AFL-CIO, and Local 812, Plattsburgh Police Officers, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment and administration of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE I
RECOGNITION OF BARGAINING UNIT

Recognition

The City hereby affirms that it has recognized New York State Law Enforcement Officers Union, Council 82, AFSCME, AFL-CIO, as the sole and exclusive representative and bargaining agent for all Police Officers, except those Officers above the rank of Sergeant, in the City of Plattsburgh Police Department classification, for the purpose of collective negotiations concerning salaries, wages, hours of work, and other terms and conditions of employment of employees serving in positions in the Plattsburgh Police and Sergeants Bargaining Unit.

ARTICLE II
DURATION AND TERMINATION OF AGREEMENT

This Agreement, in its entirety, shall become effective January 1, 2013, (except as may be provided elsewhere in this Agreement), and shall remain in full force and effect until December 31, 2016 .

ARTICLE III

NONDISCRIMINATION

Section 1.

The Employer and Union agree that the provisions of this Agreement shall be applied equally to all employees in compliance with applicable law against discrimination as to age, race, creed, color, national origin, sex, disability, marital status, sexual orientation, religion and political affiliation.

Section 2.

All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 3.

The Employer agrees not to interfere with the rights of the employees to become members of the Union, and no employee shall be coerced, intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his/her hours, wages or working conditions as the result of the exercising of his/her rights or activities permitted under the Taylor Law or this Agreement.

ARTICLE IV
DEFINITIONS

Section 1. Provisional Police Officers

A Police Officer hired pending successful completion of Civil Service Examination and completion of Municipal Police Training School.

Section 2. Probationary Police Officers

A probationary Police Officer is one appointed from an active Civil Service eligibility list and must serve an eight (8) to seventy eight (78) week probationary period pursuant to Civil Service Law and other applicable state laws.

Section 3. Permanent Police Officer

A permanent Police Officer is one who is not classified as a probationary, temporary, provisional, or part-time Police Officer, and has received a permanent appointment.

Section 4. Shift-Worker

A shift-worker is a Police Officer working on a job, which is operated twenty-four (24) hours a day, seven (7) days per week.

Section 5. Police Officer

The term Police Officer as used herein shall, unless otherwise set forth, includes all temporary, provisional, probationary, permanent, and part-time Patrol Officers, Detectives, Corporals and Sergeants in the unit.

Section 6. Calendar Week

Calendar week shall be defined to mean that period commencing at 7 a.m. Monday ending at 6:59 a.m. on the following Monday.

Section 7. Calendar Day

Calendar day shall be defined to mean that period commencing at 7:00 a.m. one day and ending at 6:59 a.m. on the following day.

Section 8. Emergency

As defined in Section 971 of Unconsolidated Law of the State of New York, "...excepting only that in the event of strikes, riots, conflagrations, or occasions when large crowds shall assemble or other similar emergency..." Also meaning any unforeseen, unexpected or exigent department need.

Section 9. Contract Year

All items contained herein will be based on contract year (i.e., personal leave, Union leave, and all such benefits, unless otherwise specified).

ARTICLE V
CHECK-OFF

Section 1. Check-Off

(a) The City agrees to deduct from the wages of any Police Officer who is a member of the Union, all membership dues as provided in the written authorization executed by the Police Officer. No other employee organization will be afforded dues check-off in the bargaining unit. The amount to be deducted shall be certified to the Employer by the Union.

(b) No later than the 15th calendar day of each month, the City shall make available to New York State Law Enforcement Officers Union, Council 82, AFSCME, AFL-CIO, 63 Colvin Avenue, Albany, New York 12206, all dues deducted during the preceding calendar month, together with a list of the Police Officers for whom deductions were made.

(c) The Employer further agrees to grant to the Union exclusive payroll deduction of premiums for employee organization sponsored insurance.

Section 2. Agency Shop

Unit members who are not members of the Union shall be required to pay an agency fee equivalent to the dues of the Union. The agency fee shall be deducted by the City in the same manner as for voluntary dues deduction.

1. All monies deducted shall be transmitted to the Union with dues deduction monies.
2. The Union shall adopt a refund procedure consistent with the provisions of Section 208, Subsection 3, of the Civil Service Law.

Section 3. Mailing Address

All deductions of dues and agency fees shall be mailed to:

New York State Law Enforcement Officers Union
Council 82, AFSCME, AFL-CIO
63 Colvin Avenue
Albany, New York 12206

All insurance deductions mailed as per card designation.

ARTICLE VI
UNION AND MEMBER RIGHTS

Section 1. Notification of New Police Officers

The City agrees to submit to the Union President or Secretary the names, home addresses, job classification and seniority of newly hired Police Officers. Such notification will be given as part of the hiring process.

Section 2. Continuity

All rights and privileges conferred on the Union herein are preserved and kept inviolate.

Section 3. Union Leave

The Union shall have thirty (30) days leave per year (exclusive of grievance proceedings, disciplinary proceedings ad negotiations) to conduct Union business. The City agrees to pay the individuals so selected by the Union their full wages, without deduction.

The additional time shall not cost the City any additional monies except for the thirty (30) days as enumerated in this Section.

Section 4. Interrogation and Investigation

Members of law enforcement hold unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality. The security of the community depends, to a great extent, on the manner in which a Police Officer performs his/her duties. Their employment is thus in the nature of a public trust. The wide-ranging powers and duties given to a police department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts come questions concerning the actions of members of the force. These questions often require the immediate investigation by superior officers designated by the Chief of Police or the Mayor of the community. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted. Wherever a police officer is under investigation

or subject to interrogation (for purposes herein, the term interrogation shall be defined as: a member is being interrogated when being asked specific questions about their involvement in misconduct) by the Plattsburgh City Police Department for any reason, which is intended to lead to disciplinary action, demotion, dismissal, or criminal charges, such investigation and interrogations shall be conducted under the following conditions: The member will have the right to Union representation at all such inquiries.

1. The interrogation shall be conducted at a reasonable hour, preferable at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

2. The interrogation shall take place either at the office of the command of the investigating officer, or at the office of a local police department or police unit in which the incident allegedly occurred and is designated by the investigating officer.

3. The police officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, interrogating officer, and all persons present during the interrogations. All questions directed to the officer under interrogation shall be asked by and through one interrogator.

4. The police officer under investigation shall be informed of the nature of the investigation prior to any interrogation.

5. No non-criminal complaint by a civilian against a Police Officer shall be processed with the intention of future anticipated disciplinary action, unless the complaint is duly sworn by the complainant before an official authorized to administer an oath. The Police Officer shall be notified of any non-criminal complaint or non-criminal investigation filed or initiated against him/her within eight (8) working days of such action. Any officer who engages in retaliation against a complainant who makes a civilian or criminal complaint against him/her shall be subject to immediate suspension or termination for such conduct in the discretion of the Chief.

6. Interrogation sessions shall be for a reasonable period of time and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

7. The police officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or any disciplinary action. No promises or rewards shall be made as an inducement to answering any questions.

8. The complete interrogation of a police officer shall be recorded and there shall be no unrecorded questions or statements. The employee being interrogated shall receive a certified copy of all such recordings. A letter from the Chief or his/her designee providing the date, time and a statement that such recording is a true and accurate copy shall be sufficient to constitute a certified copy for purposes of this provision. A copy of such tape will be given to the employee within twenty-four (24) hours, if possible, but no later than within five (5) calendar days.

9. At the employee's request, an employee shall be entitled to consult with a Union representative or Union attorney before being questioned concerning the violation of the rules and regulations, or where it is contemplated that such employee will be served with a Notice of Discipline. At the employee's option, a representative of the Union or Union attorney, may be present during an interrogation of a member of the Department. The employer shall not be required, however, to delay questioning, interrogation, or service of notice of discipline for more than three (3) hours if the Union representative or Union attorney is unavailable or delayed. If an attorney is selected by the employee such costs of the attorney shall be borne by the employee. The employee shall not be required to sign any statement arising out of any questioning or interrogation without Union representation.

10. If the law enforcement officer under interrogation is under arrest or is likely to be placed under arrest as a result of the investigation, he/she shall be completely informed of all his/her rights.

11. Any statements or admissions made by an employee during an interrogation without the opportunity to have Union representation may not be subsequently used in a disciplinary proceeding against that employee under Article XVIII of this Agreement.

Section 5. Night Foot Patrol

(a) To provide for safe working conditions for Police Officers, the Shift Commander may assign two-officer patrols between the hours of 9:00 p.m. and 5 a.m.

(b) No additional personnel will be called to duty to supply the above staffing. The Shift Commander is only required to assign two-officer foot patrols between the hours of 9:00 p.m. and 5:00 a.m. except for special events.

The above-mentioned hours may be adjusted based on need.

Section 6. Rotation

The City will make reasonable efforts to rotate Police Officers between foot patrol and motor patrol for the duration of each posted schedule.

Section 7. Department Rules Published

The City shall provide each Police Officer with a copy of all-general orders, training bulletins, and the Rules and Regulations of the Department, when published or changed.

Section 8. Personnel Record Review

(a) All Police Officers covered by this Agreement shall, upon demand, have the opportunity, in the presence of their Union representative, upon written request, of reviewing their personnel history file maintained by the Plattsburgh Police Department.

(b) The personnel file shall contain, but not limited to, all memoranda or documents relating to such employee which contain confirmed criticism, all commendations, official appraisal, or official job ratings of such employee. Copies of such memoranda or documents shall be sent or given to such employee simultaneously with their being placed in the personnel file. All documents other than original job applications which are in, or are to be placed in, the personnel file, shall be initialed by such employee, and be furnished a copy of the same at the time such documents are to be placed in such personnel file.

(c) An employee may, at any time, request and be provided copies of all documents and notations in his/her personnel file of which he/she has not previously been provided copies.

(d) An employee shall be allowed to place in his/her personnel file a response to any written counseling/warning, written reprimands, or to anything contained therein which such employee deems to be adverse. This response shall be done within thirty (30) days of being given such documents.

(e) With the exception of material relating to disciplinary action or performance evaluations, any material in the personnel file of any adverse nature that has been in the personnel file for over two years, will, upon an employee's written request to the Employer, be removed from the file. However, this does not preclude earlier removal of such material.

Section 9. Subcontracting

The City agrees not to subcontract or assign any personnel outside the bargaining unit to any functions within the City of Plattsburgh normally performed by Police Officers which will result in the full or partial lay-off of any member of the bargaining unit.

Section 10. Winter Foot Patrol

The City will make every effort to ensure the comfort of those Police Officers assigned to outdoor foot patrol during cold weather by permitting reasonable time or respite in a warm area within the assigned zone, such as restaurants, assigned vehicles, or to have foot patrol temporarily replaced by motorized patrol.

Section 11. Union Meetings and Postings

The Union shall have the right to post notices and/or other communications on a Union bulletin board (location to be mutually agreed upon with the Department). Union meetings shall not be held on City property without prior approval of the Chief of Police or his/her designee. The City shall provide a mail folder for each Police Officer that may be used by the Union to distribute messages and materials. No other employee organization will be allowed to use the bulletin boards or mail folders.

Section 12. Union Negotiating Committee Time

For the purpose of entering into collective negotiations for a successor agreement to this Agreement, the Employer agrees to grant the employee Union leave to the Negotiating Committee which will consist of a maximum of four (4) members of the bargaining unit. For time spent in the negotiation preparations, negotiating sessions, and relate meetings, such employees shall be compensated, within reason, at straight time for those hours spent. Requests for such time shall be submitted to the Chief of Police, or his/her designee, at least seventy-two (72) hours in advance for approval. Once the formal negotiations begin, the Committee will be granted two (2) hours off prior to the start of each session, and two (2) hours off at the end of each session.

Section 13. Personnel Change

All promotions, demotions and discharges of Police Officers shall be in accordance with this Agreement and/or the New York State Civil Service Law and Rules.

ARTICLE VII
INDEMNIFICATION

Section 1.

The Employer hereby agrees to defend, indemnify and save harmless all employees in the bargaining unit in accordance with the provisions of this Section.

(a) Each employee shall be informed of the benefits provided by the General Municipal Law, other applicable law, and this Agreement relating to indemnification and defense. Such indemnification and defense shall be for civil and/or criminal charges arising out of actions taken in the performance of his/her duties or in the scope of his/her employment, at no cost to the employee.

(b) Any interrogation or investigation or any employee covered by this Agreement which ultimately results in any judgment being brought against him/her based on actions taken in the performance of his/her duties or the scope of his/her employment, the Employer shall indemnify any such employee and shall defend, represent and save harmless for any and all such actions, whether the employee is on or off duty.

(c) Such indemnification shall not apply where the actions that form the basis of the suit or complaint arise out of the intentional misconduct or gross negligence of the employee.

(d) The Employer shall provide counsel at the option of the employee for the defense of all such cases, including all cases where the employee is charged with a criminal offense arising out of the actions taken in the performance of his/her duties or the scope of his/her employment, at no cost to the employee.

(e) Should the Employer decline to defend because it has determined that the acts alleged of the employee were not in the performance of his/her duties or within the scope of his/her employment, or constituted intentional misconduct or gross negligence in reference to paragraph "(c)" of this Section, then the employee may grieve the Employer's decision at the last step of the grievance procedure. While such grievance is pending, and until it is ultimately resolved, the Employer shall continue the defense of the suit. Should the arbitrator find that the officer was, in

fact, acting outside the scope of his/her employment, or was misconducting himself/herself, said officer will be responsible for his/her legal fees, and will be required to reimburse the City for any money spent. All such decisions will be subject to appeal to a court of competent jurisdiction at the request of either party.

(f) An employee served with a notice of claim or summons claiming damages arising out of actions stated above shall forward it to the corporation counsel's office within five (5) calendar days of receipt, and shall have a continuing duty to forward any further legal papers concerning such claims within the same time limits.

(g) Any employee involved in any incident which may be the subject of litigation must cooperate with the corporation counsel's office in all respects. Such employee must respond promptly to letters, must appear for interviews, hearings and examinations as requested by the corporation counsel, or its retained counsel.

(h) The Employer shall not be obligated to defend or indemnify any employee who unjustifiably fails to comply with the requirements of this Article.

ARTICLE VIII
SENIORITY

Section 1. Definition

(a) SENIORITY is the total CONTINUOUS length of service in this bargaining unit.

(b) In the event that a police officer is promoted, seniority shall be deemed to be continuous service from the date of the appointment as a Sergeant, a Corporal, or Detective.

(c) Tie-Breaking System – In the case of a tie between two (2) candidates, the following tie-breaking system will be applied in the order listed until such time as the tie has been broken. By this process, those individuals will then be placed in the appropriate seniority order.

(1) Date of Appointment in Title

(2) Appropriate Test Mark

(3) Original Date of Appointment to the Plattsburgh Police Department

(4) Scramble System (see Side Letter 1)

Section 2. Seniority List

A current seniority list showing the names, length of service, and Department assignments and rank shall be furnished to the Local Union every six (6) months, on or about January 1st and July 1st. A copy of the list shall be maintained for inspection by members.

Section 3. Loss of Seniority

A Police Officer shall forfeit his/her seniority rights only for the following reasons:

(a) Resignation without reinstatement within one (1) year unless date of reapplication is within one (1) year;

(b) Dismissal without reinstatement; and

(c) Retirement

Section 4. Use of Seniority

(a) In determining preferences for the purpose of selection of vacation and scheduled shift selection, seniority shall prevail.

(b) All jobs in the bargaining unit shall be put up for bid by seniority as soon as said job becomes open. Management reserves the right not to fill any open jobs. A job shall be considered open when an employee performs part or all of the duties of that position for over three (3) consecutive months. Jobs are to be posted on the bulletin boards within ten (10) days of opening, and are to be filled within thirty (30) days. If there is more than one (1) employee who is equally qualified for the job, then such position shall be filled by selecting from among those equally qualified, the employee with greatest seniority. Disputes over the selections shall be subject to the grievance and arbitration procedure only on the question of whether the selections were arbitrary and capricious. Assignments within a job description shall be made by the Police Chief or his/her designee and shall not be subject to the grievance and arbitration procedure.

(c) An employee wishing to apply for the open or vacant position may submit an application, in writing, to the Chief, and a copy to the Union, no later than fifteen (15) workdays after the job opening or vacancy was first posted. Applications not received by the Chief by the expiration date of the posting shall be disqualified.

(d) A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the Employer on all Department bulletin boards within two (2) work days of the selection by the Employer, and such posting shall be for a period of at least two (2) weeks.

ARTICLE IX
ECONOMIC PROVISIONS

Section 1. Basic Wage Rates

(a) Basic wage rates for this Agreement for a Police Officer are those shown on "Appendix A" attached hereto. Effective dates of these wages shall be as indicated during the term of this Agreement.

(b) The City shall pay an additional sum of $2,000.00 per annum effective July 1, 1995, July 1996, July 1, 1997 to any police officer who has been or is assigned to regular duty as a Detective or Corporal. Such additional sum shall cease upon termination of regular assignment to this duty. Such payment shall be made in equal weekly paycheck installments over the applicable period.

(c) A Police Officer's "hourly rate of pay" shall be the Police Officer's annual salary divided by 2080.

(d) The City shall pay all detectives who have served as a detective with the City Police Department for three (3) years or more an additional $1,500.00 per year which shall be added to the detective's base salary. The current attached schedule reflects this $1,500.00 and includes it within the base salary. Any employee or person who transfers into the position of detective will not be entitled to this $1,500.00 increase until such employee had served as a detective within the Plattsburgh City Police Department for 3 years.

Section 2. Hours of Employment

(a) There shall be maintained a regular workweek which shall consist of forty (40) hours averaged out over a calendar year for all classes of Police Officers divided into regularly scheduled periods.

(b) The regular workday for each Police Officer shall consist of a regularly scheduled period within a twenty-four (24) hour period.

(c) The City shall schedule two (2) twenty-four (24) hour days off per week for each police officer to be scheduled in the same week and consecutively except: (1) In an emergency. (2) During scheduled training periods. (3) When not possible as an occurrence of the normal shift changes or cycles that occur during the calendar year, (i.e.: in week one an employee receives one (1) day off and in week two and employee receives three (3) days off).

Section 3. Overtime

(a) All work in excess of a regular scheduled work cycle shall be compensated at a rate of time and one-half (1½) the regular hourly rate of pay. Uniform employees who work on their last consecutive day off shall receive two (2) times the regular hourly rate of pay if they are on the voluntary overtime ledger and have volunteered for the overtime (not ordered in). This provision of the Agreement shall only be valid so long as the department maintains its current twelve (12) hour shift process. If the current twelve (12) hour shift process should change then the City has the right to discontinue this provision. Employees who are ordered in to work on a vacation day shall be paid two (2) times the regular hourly rate of pay. Detectives who are ordered into work on their last scheduled consecutive day off, shall receive two (2) times their regular hourly rate of pay or if they are called in for a purpose other than training. No employee shall receive two (2) times their regular hourly rate of pay for training unless ordered in on vacation.

(b) At the employee's option, subject to the provisions of Article XI Section 1, time off may be taken in lieu of pay at the same rate stated above, as outlined under Article IX, Section 10 of this Agreement. The minimum overtime payment shall be fifteen minutes. Any unit of time thereafter greater than fifteen minutes will be rounded up to the next fifteen minute increment.

(c) Overtime work shall first be offered to a pool of volunteers who have signed up for such work in order of seniority among Police Officers/Sergeants/Corporals who normally perform such work.

(d) Overtime – Call in Procedure

When a sergeant is needed, in the discretion of the employer, to fill a vacant sergeants slot, the voluntary sign-up list of sergeants is polled. If there are no volunteers, the list of Corporals is then polled for volunteers. If no volunteers exist on either list, the next sergeant on the inverse order in list is ordered into duty.

When a corporal is needed in the discretion of the employer, to fill a vacant corporals slot, the voluntary sign-up list of corporals is polled. If there are no volunteers, the list of sergeants is then polled for volunteers. If no volunteers exist on either list, the next corporal on the inverse order in list is ordered in to duty.

When a patrol officer is needed, in the discretion of the employer, to fill a vacant patrol officer's slot, the voluntary list of patrol officer is polled. If there are no volunteers, the list of corporals is then polled for volunteers to work in a patrol officer's capacity. If no volunteers exist on either list, the next patrol officer on the inverse order in list is ordered to duty.

Order in shall apply to all uniformed officers except special assignment officers in the discretion of the Chief.

(e) Types of Overtime

(1) Regular Scheduled Overtime – regular scheduled overtime shall be defined as overtime which is known at least eight (8) hours in advance. Such overtime shall be offered on a voluntary basis, and shall be distributed by seniority according to the sigh-up ledger. (Employer shall supply a sign-up overtime ledger.) If no one accepts said overtime, the inverse seniority list shall be used.

(2) Unscheduled Overtime – unscheduled overtime shall be defined as overtime, which is known less than eight (8) hours in advance. Unscheduled overtime shall be offered by means of using the seniority list (voluntary) first, then by offering such overtime to Police Officers/Sergeants/Corporals already on duty. If no one accepts such overtime, the least senior officer on duty will be ordered to work on a rotational basis.

(3) Emergency Overtime – shall be defined as written in the Unconsolidated Laws of the State of New York, Section 971, "...in the event of strikes, riots, conflagrations or occasions when large crowds shall assemble, or other similar emergency...". Also meaning any unforeseen, unexpected or exigent department need. All call-ins for overtime in this area will be made by the shift supervisor, and each Officer will be required to report for duty in the Plattsburgh Police Department.

(4) Exception to Overtime Procedure – any overtime resulting from an operation such as drug raid, gambling raids, or the culmination or continuation of a long-term investigation or specialized tasks, will be made as needed by Management, and the above procedure will be waived, although compensation for all such hours will be as outlined above.

(5) Use of Inverse Seniority List – the inverse seniority list will be composed of all Officers from least seniority to maximum seniority. As calls are made from the inverse seniority lists, notations will be made of the Officer so ordered to duty. Those Officers not contacted in this call procedure will be called on the next occasion that said list must be used so that all Officers will be treated alike as per mandatory overtime.

(6) The Union recognizes that work in progress shall be completed by the Officer performing the work at the time the determination was made that the overtime was necessary.

(7) An overtime roster shall be available for inspection by representatives of the Union at Police headquarters, and an overtime list shall be available for review.

(8) Time during which a Police Officer is excused from work because of vacation, holiday, personal leave, sick leave, bereavement leave, compensatory time off, or other leave at full pay, shall be considered as time worked for the purpose of computing overtime.

(9) Nothing contained in this Section shall prevent the Labor/Management Committee from establishing mutually agreed upon arrangements regarding the method by which overtime is offered to employees.

(10) Nothing contained in this Section shall prevent the Chief of Police from granting days off to Police Officers and calling in appropriate personnel to work overtime to replace said Officers in special circumstances such as granting a shift off immediately prior to a scheduled civil service promotional exam.

(11) In any overtime situation, the shift supervisor, in the discretion of the Chief of Police or his/her designee, may evaluate and determine the need for continued overtime, and may hold or release officers at his/her discretion.

Section 4. Call-In Time

(a) Police Officers called in to work during hours outside their regular tour shall receive three (3) hours minimum pay whether worked or not, or pay for the time actually worked, whichever is greater, at a rate of pay which would be 1½ times the regular rate of pay.

(b) A Police Officer called in pursuant to a subpoena or series of subpoenas on the same day shall receive three (3) hours minimum pay. If the time involved exceeds three (3) hours, the officer shall be paid for the time actually worked or spent at the proceedings. All such time shall be at the rate of time and one-half (1½), except if an employee is called in while on vacation, he/she will receive two (2) times his/her normal rate of pay.

(c) Officers who are called in to attend a mandatory departmental meeting while off duty shall be paid at time and one-half (1½) for the actual time spent at said meeting. Officers who are called in for training purposes will receive a minimum of three (3) hours pay or for time actually worked whichever is greater at a rate of time and one-half (1½) pay.

(d) Officers who are called in to complete delinquent reports or necessary material shall not be paid.

(e) On-Call Compensatory Time for Detectives – Effective July 1, 1997, detectives shall receive three (3) hours of compensatory time for on-call weekends. If a detective has accumulated a maximum of fifty-six (56) hours of compensatory time, the detective shall not accumulate any additional compensatory time.

(f) Detectives specifically scheduled to be on call, who are thereafter called into work shall receive five (5) hours of pay or pay for the time actually worked, whichever is greater.

Section 5. Attendance

Tardiness or leaving before the scheduled hour shall be permitted only upon the oral or written permission of the shift leader and/or Officer in charge of the shift. The Officer in charge will submit to the Chief of Police a copy of this permission slip.

Section 6. Schedule and Shift Assignments

(a) All Police Officers shall have a regular workday or work shift, which shall have a regular starting time and ending time. New employees will be assigned to shifts for training

purposes by the Chief of Police or his/her designee. Such employees will not be allowed to bid a permanent shift until released from probation.

(b) Work Schedule & Vacation Selection Procedure

The month of October will be set aside so each Member will meet with the Chief of Police or his/her designee, for the purpose of booking and selecting his/her shift assignment and allotted vacation. This process will be done in order to seniority from most senior to least senior (Sergeants, Corporals, and Patrol Officers). This will be done on a first-come, first-served basis. At the completion of this procedure, any Member, if he/she wishes to do so, may designate five (5) of his/her holidays to be used as vacation. Any Member who has not scheduled a vacation by June 30th management reserves the right to schedule the unused vacation for them with no ability to carryover.

(c) After all phases above have taken place, the vacation and master schedule will then be posted in the Department network system, on the Union bulletin board, and will be effectuated on the first Sunday in January of each year following the above process.

(d) Mutual Swaps

It shall be the right to request a trade of shifts among Officers of equal ranks, at any time during the year with proper notice to the Chief of Police, or his/her designee, no more than thirty (30) days before the effective date of the swap. In addition, patrol officers may trade shifts with corporals, so long as the corporal was not in charge of the shift. Corporals can trade shifts with sergeants. The Chief of Police, or his/her designee, has the right to refuse, in writing, any requested swap.

At any time during the year, a Member may cancel, book, or change vacation with proper notice to the Chief of Police, or his/her designee. Said request will not be unreasonably denied as long as said Officer has the time available to him/her and there is an open slot available (as set forth previously) with the exception of special events, and as long as the shift on which the Member is scheduled is of the same strength as allotted by the posted schedule, other than previous scheduled vacation. This request may be either regular vacation or a block of holidays which will both be treated alike and on a first-come, first-served basis, regardless of any other unscheduled time off (vacation, holidays, etc.).

Any un-used vacation will be paid to the employee/beneficiary in cash for any reason upon leaving employment.

After the bidding system is placed in effect, any vacancy in the positions set forth on the attached schedule or occurring by reason of new positions (if filled) shall be filled by appointment by the Chief of Police, or his/her designee, until the next annual bidding, at which time such vacant positions will be included in the bidding and filled in accordance with the paragraph.

The above bidding procedure applies pursuant to the current staffing patterns. The City retains the right not to fill a vacant position and to create additional schedules if the positions of Sergeant or Police Officer are increased during the term of this Agreement. Such additional schedules will be bid in October as outlined above.

After a shift has been posted and it becomes apparent that a shift will become short for a period of two (2) consecutive days or more (for other than regular scheduled time off), a canvas of all Officers shall be made for the purpose of obtaining a volunteer to fill the shortage, such canvas shall be made in order of seniority. If after such canvas, no volunteer is found, the least senior officer(s) from the other shifts from which manpower is available shall be assigned to fill the shortage. This method of filling the shortage shall be done on a rotational basis for each occurrence.

A Police Officer who works a shift, which encompasses or hits the hour of 3:00 p.m. shall receive an hourly shift differential of $.70 per hour from 3:00 p.m. until the end of that officer's shift. A Police Officer who worked a shift, which encompasses or hits the hour of 11:00 p.m. shall receive an hourly shift differential of $1.10 per hour from 11:00 p.m. until the end of the officer's shift.

(e) Seniority

Scheduling shall be done consistent with the provisions of Article VIII.

Section 7. Cancellation of Leave

Management reserves the right to alter the foregoing schedules as well as vacation, sick, personal, and holiday leave as follows:

(a) Emergency Circumstances: When a scheduling change is necessary due to an unforeseen, unexpected or exigent department need, the Chief shall have the right to cancel or reschedule any type of leave but shall exercise his/her best efforts and good faith to not adjust or disturb leave whenever reasonably possible. The Chief shall give as much advance notice as reasonably possible to notify any officer who will be directly affected by a necessary scheduling

change. Leave shall be readjusted or rescheduled with the following priority order being taken into consideration.

1. Seek volunteers to cover
2. Switch scheduled shifts to cover
3. Cancel holidays, comp time or accumulated time to cover
4. Cancel personal days to cover
5. Cancel vacation days to cover

(b) Non-emergency Circumstances: When a scheduling change is necessary due to a non-emergency circumstance, the Chief shall whenever reasonably possible give the officer(s) directly affected at least five (5) calendar days notice of the necessary change. While the Chief shall have the right to cancel or reschedule any type of leave when necessary he/she shall do so in good faith and fairly and shall exercise his/her best efforts and good faith to not disturb leave whenever reasonably possible. Leave shall be readjusted or rescheduled with the following priority order being taken into consideration:

1. Seek volunteers to cover
2. Switch scheduled shifts to cover
3. Cancel holidays, comp time or accumulated time to cover

Section 8. Holidays

(a) The following days shall be recognized as paid holidays, except in emergencies and for basic shift requirements:

1/2 day before New Year's Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	1/2 Day before Christmas or Hanukah
Memorial Day	Christmas Day or Hanukah Day
Fourth of July	

...And all days declared a holiday by the Mayor. The calendar day involved will be the recognized paid holiday. To the extent possible, all Police Officers shall be given their holidays on the actual

days set forth above. When this is not possible, or the holiday falls on his/her day off or during his/her vacation, a lieu day will be afforded the Officer in question. Straight time will be paid to all employees regularly scheduled to work on holidays for all time worked on such days.

(b) This provision of the Agreement shall only be valid so long as the department maintains its current twelve (12) hour shift process.

1. Members assigned to work twelve (12) hour shifting have their 14 Paid Holidays converted into paid holiday hours. The total paid holiday hours shall be 168 hours for this agreement. If a member takes a Paid Holiday they will be deducted 12 hours of time. If a member takes a half of a Paid Holiday they will be deducted 6 hours of time. This is regardless of the hours scheduled for that work day.

   Members assigned to work (8) hour shifting shall have their 14 Paid Holidays converted into Paid Holiday Hours. The total Paid Holiday hours shall be 112 hour for this agreement. If a member takes a Paid Holiday they will be deducted 8 hours of time. If a member takes a half of Paid Holiday they will be deducted 4 hours of time.

Section 9. Tuition

(a) The City will pay 100% of tuition to those Police Officers passing those courses previously approved by the Chief of Police, and are related directly to improving a Police Officer's skills within the scope of his/her duties as a Police Officer, or as required in a degree program for criminal justice or pre-law. The 100% of tuition cost will be reduced by any amounts received by or paid on behalf of the Police Officer by any scholarship payment from any source or by any governmental branch or agency, except by the Veteran's Administration. Maximum cap: per department is $15,000.00 per year. Employee must receive a C+ or better to be eligible.

(b) Such monies will be paid directly to the school involved prior to the required registration date. Upon completion of previously approved courses, the employee must certify to the Chief of Police a passing grade of "C+" or better for courses taken. If for any reason the employee does not attain a "C+" or better for any or all such courses, the employee will then be required to reimburse the City for monies advanced for courses which realized below the grade of "C+".

(c) Any new employee hired, or any employee presently in the employ of the Police Department, shall receive, in addition to other entitlements, three hundred dollars ($300.00) for any accredited two year college degree, six hundred dollars ($600.00) for any accredited four year college degree per annum, and seven hundred and fifty dollars ($750.00) for any accredited master's degree per annum, or the equivalent thereof. These payments will be made by a separate check.

Section 10. Compensatory Time

Police officers may accumulate up to fifty-six (56) hours of overtime at any one time and such time shall be referred to as compensatory time. The use of such compensatory time shall be subject to the approval of the officer in charge of the shift. Employees shall be paid for unused compensatory time at the time of separation.

Section 11. Reimbursement for Travel

Effective as of July 1, 2000, any employee required to use his/her private vehicle in the performance of his/her duties (training, etc.) shall be reimbursed at the rate consistent with the then allowable Federal IRS deductible rate for mileage. Every effort will be made to furnish a City vehicle when available.

Section 12. Intern Supervision Adjustment

Any Sworn Officer assigned an intern will be compensated $2.00 per hour they are assigned to this detail.

ARTICLE X
UNIFORM ALLOWANCE

Section 1. Cash Allowance

All detectives shall receive an annual clothing allowance of $1,125.00 effective July 1, 2000, and each calendar year of the Agreement on July 1. These payments will be made by a separate check from college checks.

In addition, all Police Officers shall receive a uniform maintenance allowance based upon their job title as follows:

Uniformed Police Officers/Sergeants	Detectives
$1,075.00	$600.00

Payment for this allowance will be made in two installments on the payday preceding June 1st and December 1st of each year, respectively. These payments will be made by separate check. Uniform maintenance includes hemming, and alterations to issued clothing.

Section 2. Quartermaster

A system of quartermastering for uniforms and equipment will be established within the Police Department. Police Officers shall be responsible for possessing uniforms and equipment as set forth in the side letter attached to this Agreement. Uniforms and equipment shall be replaced by the City based upon normal wear and use. Police Officers becoming employed after the date of this Agreement shall be issued and responsible for possessing uniforms and equipment as required by the side letter.

Section 3. Uniform and Property Damage

The City of Plattsburgh will replace or repair, as may be appropriate, uniform items or equipment lost, damaged or destroyed in the performance of duty. The City of Plattsburgh will

replace or repair, as may be appropriate, in an amount not to exceed $325.00 per incident, an officer's personal effects, lost, damaged or destroyed in the performance of duty through no fault of the Officer.

Section 4. Summer Uniforms

Summer uniforms will be worn from May 1st through October 31st of each year. The Chief of Police or his/her designee may require other uniforms during this period for special functions or details.

Section 5. Vehicle Safety

(a) Safety concerns and vehicle standardization, including equipment, placement of equipment, and condition of equipment, are matters to be resolved by the Labor/Management Committee. Recommendations or findings made by any subcommittee of the Labor/Management Committee are not binding on the Committee but if approved by the Chief of Police will be implemented by Management as soon as possible.

(b) Any new vehicle to be placed in patrol service will be the standard police package offered under a state contract.

(c) Vehicles that shall be for the use of Detectives may vary from the Standard Police Package.

ARTICLE XI

PAID LEAVES

Section 1. Procedures

(a) All time off requests (i.e., paid holiday, personal leave, compensation time, etc.) will be processed in the following manner: slip must be time dated, no more than sixty (60) days in advance, determined by the date you are requesting, then submitted to the Shift Supervisor. Said request will be acted upon within seven (7) days of time you submitted your request, or governed by the date you are requesting. All pre-approved "Personal Days" will not be cancelled except in

emergency circumstances as outlined in Article 9 Section 7(a). Any paid holiday or personal days not used at the end of the allotted calendar year as pertains to the contract will not be carried over to the next year and will be considered lost.

(b) Also, a Time Off Sign-Up Ledger must be filled out indicating time and date on the slip you are submitting, along with your name. Said ledger is to be divided into three hundred-sixty-five (365) days. It shall remain in a single, constant location to be designated by the Chief of Police, where it shall be accessible to all members of the bargaining unit twenty-four hours per day.

(c) All requests for time off will be entertained on a first-come, first-served basis, by indicated time date stamp and sign-up ledger order.

Section 2. Vacation Entitlements

(a) Each member of the police department, probationary, provisional and permanent police officers, shall be allowed an annual vacation of 80 hours after one year of service. After having served five (5) continuous years, shall be allowed an annual vacation of 120 hours; and after having served ten (10) continuous years, shall be allowed an annual vacation of 160 hours; and after served fifteen (15) continuous years, shall be allowed an annual vacation of 200 hours; and after serving twenty (20) years of continuous service shall be allowed an annual vacation of 240 hours. All vacation periods shall also be selected in rank and by seniority without diminution of salary as fixed or pursuant to law.

(b) Vacation time may be taken in increments of seven (7) calendar days, and vacation periods shall start on Monday at 0700 hours, and end at 0659 hours on the following Monday when assigned to eight (8) hour shifting.

(c) Vacation time may be taken in increments of seven (7) calendar days, and vacation periods shall start on Sunday at 0700 hours, and end at 0659 on the following Sunday when assigned to the current twelve (12) hour shifting.

(d) A maximum of up to forty (40) hours of an employee's vacation may be used to schedule single work days off pending approval.

ARTICLE XII

SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL LEAVE

Section 1. Sick Leave

(a) Sick leave of one hundred and twenty (120) hours per year shall be allowed to any Police Officer commencing with the effective date of his/her employment as a provisional Police Officer. Said sick leave may be accumulated at the rate of ten (10) hours a month until a maximum of one thousand six hundred (1,600) hours is reached and kept to the Police Officer's credit for future sick leave with pay.

(b) Before absence for personal illness may be charged against accumulated sick leave credits, the Police Officer will submit either a physician's certificate or satisfactory evidence that they were unable to perform their usual and customary duties, but this shall only be required if the Officer has had more than two (2) days of continuous absence. An absence shall be deemed continuous if a day is taken off both before and after any scheduled day(s) off. Sick time may only be used for a legitimate illness, ailment or medical appointment.

(c) If an employee uses four (4) or less sick days in any one-contract year, he/she will be credited with twenty four hours additional sick leave hours on July 1st of each year.

(d) Family Illness – Any Police Officer who is absent from duty because of serious illness in his/her immediate family, i.e., Mother, Father, Sister, Brother, Children, Stepchildren, Husband or Wife, Domestic Partner (as outlined an defined as Exhibit "2" annexed), Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, and Grandparents, may, with the approval of the Captain, the Lieutenant, or the Chief, or in case they are not reachable, the supervisor having supervision over him/her, be granted leave with pay, and the time deducted from accumulated and unused sick leave time. A Police Officer absent on sick leave shall notify his/her supervisor of such absence and the reason therefore on the first day of such absence, and not later than one-half (1/2) hour before the beginning of his/her work day. Sick leave credits may be used in units of one-half (1/2) hour or greater. If an officer books sick for any shift, he/she must first obtain the permission of the immediate supervisor before he/she returns to duty on the shift he/she booked sick for.

(e) Return to Work After Illness – The City may require a Police Officer who has been absent for personal illness or disability prior to and as a condition of his/her return to duty, to be

examined at the expense of the City by a physician designated by the City to establish that he/she is able to perform assigned police duties, and that his/her return to duty will not jeopardize the health and/or safety of other Police Officers.

(f) Bereavement Leave – Any Police Officer who is necessarily absent from duty because of death in his/her immediate family, i.e., Mother, Father, Sister, Brother, Children, Stepchildren, Husband or Wife, Domestic Partner (as outlined and defined in Exhibit "2" annexed), Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Grandparents or spouses' Grandparents, shall be granted four (4) consecutive calendar days leave or in the event of the death of an Aunt or Uncle, and spouse's Aunts and Uncles or other individuals residing with the employee one (1) calendar day leave, during the time of the funeral without diminution of pay, sick time, vacation or paid holidays. Additional time may, at the discretion of the employer, be granted and taken from accumulated sick time.

Section 2. Cash Payment for Unused Sick Leave

(1) All accumulated unused sick leave accrued by a current police officer prior to 6/30/92, shall be paid at 100% up to a maximum of one hundred-eighty (180) days, upon permanent separation from employment for any reason, except if convicted of a crime that leads to a disciplinary discharge. All unused sick leave accrued by current police officers on or after 7/1/92, shall be paid at 75% up to a maximum of one hundred-eighty (180) days, upon permanent separation from employment for any reason, except if convicted of a crime that leads to a disciplinary discharge. No police officer hired prior to February 22, 1994, may accumulate more than a total of one hundred-eighty (180) days of accumulated sick leave by virtue of the two-payout rates above.

(2) Police Officers hired after February 22, 1994, shall be paid for accumulated unused sick leave at 75% up to a maximum of one hundred-thirty (130) days upon permanent separation from employment for any reason, except if convicted of a crime that leads to a disciplinary discharge.

(3) Any sick leave utilized by police officers employed prior to the date of this Award, shall be deducted first from those accumulated unused sick days accrued after 7/1/92. The last days earned shall be the first days used when sick leave is necessary.

(4) Upon permanent separation from employment, except if convicted of a crime that leads to a disciplinary discharge, payment or accumulated unused sick leave days shall be made

to a police officer, or his/her beneficiaries, over two (2) year period as follows: One-half (1/2) paid upon retirement, and one-half (1/2) paid 1 year after the date of actual separation from employment. If payment for unused sick leave is seventy-five hundred ($7,500) dollars or less the payment shall be made in one lump sum.

Section 3. Personal Leave

This provision of the Agreement shall only be valid so long as the department maintains its current twelve (12) hour shift process.

1. Employees assigned to work twelve (12) hour shifting and less than 20 years of service will be permitted to use a maximum of (24) hours for the purpose of personal business per year. Employees with twenty (20) years of service shall have 12 extra hours for total of (36) hours; employees with twenty-five (25) years of service shall have another 12 hours for a total of 48 hours. Such time shall be granted to the employee upon forty-eight (48) hours written notice to the Chief of Police, except in cases of emergency as defined in Article IV, Section 8 or when the granting of such time would result in overtime for the Department. If a member takes a Personal Day they will be deducted 12 hours of time. If a member takes a half of Personal Day they will be deducted 6 hours of time. This is regardless of the hours scheduled for that work day.
2. Employees assigned to work eight (8) hour shifting and less than 20 years of service will be permitted to use a maximum of (16) hours for the purpose of personal business per year. Employees with twenty (20) years of service shall have 8 extra hours for total of (24) hours; employees with twenty-five (25) years of service shall have another 8 hours for a total of 32 hours. Such time shall be granted to the employee upon forty-eight (48) hours written notice

to the Chief of Police, except in cases of emergency as defined in Article IV, Section 8 or when the granting of such time would result in overtime for the Department. If a member takes a Personal Day they will be deducted 8 hours of time. If a member takes a half of a Personal Day they will be deducted 4 hours of time.

Section 4. Voluntary Liquidation of Sick Leave

Members of the Bargaining unit with a minimum of one hundred and sixty hours of accumulated sick time are allowed to sell back to the City any accumulated sick leave in excess of the one hundred and sixty hours at fifty percent (50%) of then current value of the sick leave not to exceed the liquidation of more than two hundred and forty hours during any calendar year. Requests for liquidation of sick leave must be made between December 1st and December 15th of any given calendar year.

ARTILE XIII

HOSPITALIZATION AND RETIREMENT

Section 1. Health Insurance

(a) For Police Officers hired prior to February 22, 1994, the City will pay the full premiums for hospitalization and medical insurance under the Blue Shield of Northeastern N.Y. Plan 800-PAR Plus (City's Indemnity Plan), and the $3.00/$5.00 prescription drug rider for all Police Officers of the Police Department, members of their families and their Domestic Partners (as outlined and defined in Exhibit "2" annexed). Such coverage also applies to all Police Officers, and their families and their Domestic Partners (as outlined and defined in Exhibit "2" annexed), who retire after service connected disability, having had ten (10) years with the Department, or who retire for disability reasons other than service connected, having had fifteen (15) years service with the Department, or who retire after twenty (20) years under the Police and Firefighter general retirement plan with the City, or who retire under an early retirement incentive which may be offered by any State, Federal, Military or Local Government, after eighteen (18) years of service of which a minimum of fifteen (15) years must be with the City, until such time as the Police Officer is deceased. Such coverage shall be available to any Police Officer who has completed thirty (30)

days of employment with the City. Police Officers hired after February 22, 1994, shall pay 25% of the cost of the City's Blue Shield of Northeastern N.Y. 800-PAR Plus plan (City's Indemnity Plan) as well as the $3.00/$5.00 prescription drug rider OR receive at no cost to the employee the City's HMO (Manager Care Health Insurance Plan currently Blue Shield of Northeastern of NY's Health Now Flex Plan) and the $5.00/$10.00 prescription drug rider. The City will continue to provide full medical coverage for the spouse and any eligible dependents for a period of six (6) months following the death of any employee of the bargaining unit.

The City shall have the right to:

I. Change from fully insured indemnity health insurance plan (Par Plus Traditional Blue) to Partially Self Insured Medical and Prescription Drug Health Plan with Stop Loss Aspects. Upon such change any language relating to Par Plus shall become null and void except language which relates to a 25% premium contribution toward health care cost which shall remain in force and effect, and the following terms and conditions shall be substituted.

1. The City of Plattsburgh may hire a Third Party Administrator (TPA) and a Pharmacy Benefit Manager (PBM).

a. These carriers could be responsible for adjudicating all claims, providing access to their network and discounts, case management, pre-certification and managing/reporting claims as well as other responsibilities typical of a TPA.

2. Upon implementation all coverage of the current Traditional Blue health plan will remain equal to or better except as noted above and below:

a. The Prescription Drug plan of $3.00 for generic and $5.00 for "brand" would change to $0.00 for generic and $10.00 for "brand".

b. Dispensing limit of Prescription Drugs will be a thirty (30) day supply.

c. Mail order for maintenance prescriptions will be $0.00 for generic ninety (90) day supply and $20.00 for "brand" ninety (90) day supply.

d. a, b, and c is the entire prescription drug coverage of the City's self insured health plan.

e. Implementation of a case management plan and/or pre-certification program with no penalty.

f. City may use Canadian mail order drug plans with $0 co-pay for a ninety (90) day supply.

g. See Appendix F for mail in drug order grievance/settlement.

II. Addition of Health Plans

Employer shall have the ability to enhance or add health plan(s)/options during the term of the contract. No employee shall be required to enroll in such new plan or option. Such enrollment shall be voluntary.

(b) As contained in Common Council Resolution of 5/23/85, Section 2-C, in the event of death of an insured retired Officer or employee, their insured survivors shall be eligible, at their option, to continue their available direct payment coverage.

(c) Double Coverage – The parties agree that the City shall not be required to pay for the health coverage premium for employees whose families (including employee) are covered with an equal or better plan as a result of any other employment of any member of the family. Upon notification to the City of loss of other employment as noted above, the City will immediately provide coverage under the current City Health Plan.

(d) This would not preclude the City from obtaining a different insurance company to provide coverage at a lower cost as long as the benefits currently in effect are not diminished.

Section 2. Retirement

The City will pay full cost to the New York State Policemen's and Firemen's Retirement System 20 year plan, including a guaranteed Ordinary Death Benefit under Section 360-B of the New York State Retirement and Social Security Law, as amended by Laws 1976, Chapter 491, as established under 284(d), and further under 375 (e), (g) and (i).

Section 3. Death Benefit

Beneficiaries of employees who die while employed by the City of Plattsburgh shall receive the death benefit provided by the New York State Policemen's and Firemen's Retirement Plan. The City shall not be responsible for the cost of such benefit. The City will maintain the same health benefit for the spouse if employee becomes deceased due to a work related incident so

long as spouse remains single. Upon remarriage such benefit shall end. However, any children of the deceased officer shall remain covered until the age of emancipation as defined by insurance coverage.

Section 4. Disability

(a) All employees covered by this Agreement shall be covered under the provisions of the Disability Benefits Law of the State of New York, with the full cost of such coverage to be paid by the Employer.

(b) For the period of employee absence beyond the seven (7) day waiting period, and within the limits of his/her accumulated sick leave, the employee may exhaust sick time to be paid the difference between the Disability Benefit and his/her regular weekly salary payment. Payment for such absence extending beyond the limit of accumulated sick leave shall only be made from the disability insurance carrier.

(c) Time, equivalent to the salary payment only, shall be charged against the earned sick leave of the employee for any such absence.

(d) The provisions of this Section shall become effective only if the employee files for disability benefits with the Employer.

Section 5. Worker's Compensation

(a) All employees who are injured or become ill in the performance of their duties will be afforded the provisions of Section 207C of the General Municipal Law.

(b) An employee who is out of work because of the above Section will not lose any benefits provided him/her by this Agreement provided he/she returns to duty within twelve (12) weeks, subject to medical review and evaluation. This period may be extended with full benefits up to a maximum of one (1) year pending the approval of the Common Council. If such extension is denied, the employee will only lose benefits after the twelve (12) week period.

The above language substitution shall be made retroactive to July 1, 1995 and shall be the operative language from the date forward intending to replace any preexisting language. The only exceptions to this language change from July 1, 1995 forward will be two (2) officers, Robert LaPier and Rodney Cartier who shall be treated consistent with the non-revised language that existed at the time they were injured in September of 1995. All other officers and all other claims

for benefits shall be processed under the revised language as set forth above. An amendment to the July 1, 1995 to June 30, 1998 and April 7, 2000 Memorandum of Agreement shall be executed by the parties consistent with the foregoing, but the language as stated above shall be deemed to be effective immediately retroactive to July 1, 1995 as stated above without necessity of the execution of any amendments. Appendix "C" shall be removed from the contract in its entirety retroactive to July 1, 1995.

Section 6. Dental Insurance and Vision Care

The City will credit all members of the bargaining unit $400.00 per year under the City's Cafeteria Plan (Section 125A), Rules and Requirements to be used by members of the bargaining unit or their immediate family for vision care and/or dental care and medical expenses not covered under the health insurance plan. All unused funds will revert back to the City annually.

Section 7. Health Insurance Buy-out

If an eligible member of the bargaining unit elects not to participate in any plan of medical and health insurance benefits made available pursuant to under ARTICLE XIII of this agreement, such individuals shall be eligible to receive a total payment of $1,000.00 for single coverage per calendar year of $2,500.00 for family coverage per calendar year. All or part of this amount at the request of the employee may be placed in a pre-tax Section 125A flexible spending account. Election of this Buy-out must be made between December 1st and December 15th of each year in writing to the City together with evidence of the other comparable health insurance coverage. Payment of Buy-out will be disbursed in equal one-half (1/2) installments once on a regular payday after January 15th, and one-half (1/2) on a regular payday after July 15th of each year by a separate check.

Section 8. Health Insurance Contribution

All police officers hired on or after September 1, 2009 shall contribute 15% of the cost of the applicable health insurance plan. Police Officers hired on or after September 1, 2009 shall contribute 15% towards the cost of the applicable retirement health insurance plan. Current police officers shall contribute toward the cost of the applicable health insurance plan as follows:

3.75% of the cost of the plan effective as of (and retroactive to) January 1, 2009, which shall increase to

7.5% effective as of (and retroactive to) July 1, 2009, which shall increase to

11.25% as of July 1, 2010, which will increase to

15% as of July 1, 2011

All employees initially hired prior to September 1, 2009 shall not be required to contribute toward the cost of their health insurance during retirement subject to the service requirements set forth in Article XIII, Section 1 of the current collective bargaining agreement. Dispatchers shall continue to pay 25% of their insurance premiums as set forth in the "Addendum to the Collective Bargaining Agreement."

ARTICLE XIV

MANAGEMENT RIGHTS

It is recognized that the management of the Department, the control of its properties, and the maintenance of order and efficiency are solely the responsibilities of the City. Accordingly, the City retains all rights, except as they may be specifically modified in this Agreement.

ARTICLE XV

OUT-OF-TITLE-WORK

No employee shall be employed under any title not appropriate to the duties to be performed, and except upon assignment by proper authority during the continuance of a temporary emergency situation, no person shall be assigned to perform the duties of any position unless he/she has been duly appointed, promoted, transferred, or reinstated to such position in accordance with the provisions of the Civil Service Law Rules and Regulations.

When a Police Officer is assigned to fill a vacant position and it is of a higher rate of pay, the Officer will be paid at that higher rate.

Notwithstanding any other provision of this contract, no Corporal shall receive out-of-title pay for performing work ordinarily performed by Sergeants.

ARTICLE XVI

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Principles and Definitions

(a) When a Police Officer or the Union has a grievance against the City as hereinafter defined, it shall be processed in accordance with the grievance procedure hereinafter provided.

(b) A grievance shall mean a complaint by the Union or by an employee in the unit that there has been a violation, misunderstanding or inequitable application of any of the provisions of this Agreement, or by reason of any act or condition which is contrary to established departmental policy governing or affecting employees; provided, however, that this provision shall not be deemed to restrict the power of management to change policy within the areas reserved to it and not in conflict with this Agreement.

(c) The Parties shall make a sincere and determined effort to resolve meritorious grievances in the voluntary steps of the grievance procedure, and to keep the procedure free of unmeritorious grievances. Grievances resolved at any step of the procedure shall be precedent setting only when the Union, Council 82, and the Employer, the Mayor, have reduced such resolution to a written agreement signed by both.

(d) An employee shall be entitled to Union representation at each and every step of this procedure.

Step 1: The employee and/or the Union shall present the grievance, in writing, to the Chief of Police within twenty (20) days of the act or omission-giving rise to the grievance. The Chief of Police shall meet with the grievant and the Union to discuss the grievance, or shall directly respond to the grievance without benefit of a formal meeting. In any event, the Chief will respond, in writing, to the Union within ten (10) days from receipt of the grievance. Recognizing the value and importance of full discussion in clearing up a misunderstanding and preserving harmonious relations, every reasonable effort shall be made to resolve problems promptly at this step through discussions.

Step 2: In the event that the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken by the Union, in writing, to the Mayor within ten (10) days from the receipt of

the Step 1 decision. The Mayor shall meet with the Union to discuss the grievance, or shall directly respond to the grievance without benefit of a formal meeting. In any event, the Mayor will respond, in writing, to the Union within ten (10) days of receipt of the grievance.

Step 3: In the event that the grievance has not been satisfactorily resolved at Step 2, a request for arbitration may be brought only by the Union, through the Executive Director, or his/her designee, within ten (10) days of the date the Union received the Step 2 decision, by mailing a request for arbitration to the Director of the New York State Public Employment Relations Board, and simultaneously send a copy of such request to the Mayor.

Section 2. Arbitration Procedure

The arbitrator shall be appointed in the following manner:

(a) Either party shall request the New York Public Employment Relations Board to submit simultaneously to each party an identical list of seven (7) names from its panel.

(b) Each party may delete from the panel a maximum of three (3) names, and shall, in numerical order, rank the remaining names in order of preference.

(c) Within ten (10) calendar days following receipt of the list of arbitrators, the parties shall confer for the purpose of selecting the arbitrator. The name having the lowest numerical ranking arrived at by combining the ranking from the two lists shall be deemed to be the mutually selected arbitrator. In case of a tie for lowest numerical ranking, the tie will be broken by lot.

(d) Within ten (10) calendar days following the selection of an arbitrator, either party may notify the arbitrator of his/her appointment, and shall request that the arbitrator select mutually satisfactory dates for hearing.

(e) If the arbitrator should find that the facts in any case warrant a retroactive adjustment of any kind, such adjustment shall in no event be retroactive prior to the event from which the specific grievance arose.

(f) The arbitrator shall proceed with the disposition of the matter with the utmost dispatch, and the decision of the arbitrator shall be final and binding on all parties.

Section 3. Arbitration Rules

(a) The aforementioned arbitrator shall adhere to the procedures and arbitrate grievances as set forth in the American Arbitration Association Voluntary Labor Arbitration Rules as amended and in effect January 1, 1979, so far as applicable.

(b) No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.

(c) Expenses for the arbitrator's services and the proceedings shall be shared in equal amounts by the parties. Each party shall be responsible for compensating its own representatives.

Section 4. Processing Grievances/Other Related Functions by Union Officers

(a) The Local Union President, or his/her designee, shall be permitted a reasonable amount of time to investigate and process grievances during work hours, if necessary, without loss of pay, provided that such person's immediate supervisor is notified that he/she is leaving his/her place of employment for such purposes, with the ability of the supervisor to be in contact with the individual by phone or police radio for departmental necessities, so long as his/her absence will not unduly interfere with work to be performed, and provided that the individual does not leave the City of Plattsburgh.

(b) The Employer shall recognize the following grievance representatives at each step of the grievance process, and shall release such representatives from normal duties to process grievances, providing that such absences from work will not interfere with proper conduct of government functions, without loss of accrued leave credits or loss of pay for time spent processing the above stated grievances.

Step 1 - Grievant, steward and/or Local President, or his/her designee*

Step 2 - Grievant, steward and/or Local President, or his/her designee*, and Council 82 President

Step 3 - Grievant, steward and/or Local President, or his/her designee*, and Council 82 President

***The local Union shall furnish the names of the elected representatives and the names of the stewards who will be authorized to do so represent the Union in the grievance process, and shall be updated appropriately as changes occur.**

Union Staff Representatives and International Staff Representatives may be present at all steps of the grievance procedure.

Section 5. General Provisions

(a) As used in this Article, all references to days shall mean calendar days. All of the time limits contained in this Article may be extended by mutual agreement of the parties, and shall be confirmed in writing.

(b) Aggrieved employees, their Union representatives, and necessary witnesses, shall not suffer any loss of earnings, or be required to charge leave credits as a result of processing or investigating grievances during such employee scheduled working hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such employees' scheduled working hours shall be considered as time worked, provided, however, that when such activities extend beyond such employees' scheduled working hours, such time shall not be considered as time worked.

ARTICLE XVII

DISCIPLINE

Section 1. Burden of Proof

No employee shall be disciplined or otherwise removed except in accordance with provisions of this Agreement. In all disciplinary hearings or proceedings under this Article, the burden of proof shall rest with the Employer.

Section 2. Choice of Procedure

An employee against whom a disciplinary action or measure is pending may elect to follow Section 75 or 76 of the Civil Service Law or the procedure set forth hereunder. The employee's selection of one shall preclude the use of the other. The employee will make this selection on the appropriate form prior to its submission.

Section 3. Penalties

The parties to this Agreement recognize that a certain amount of discipline is necessary for the efficiency of the operation of the Department. It is therefore agreed that disciplinary measures may be imposed on an employee for misconduct or incompetence. The following are not a required step process and represent suggested labels only. While the employer is committed to a progressive discipline approach whenever appropriate, the employer may take a disciplinary measure at whatever level it deems appropriate.

A. Oral Warning
B. Written Counseling/Warning
C. Written Reprimand
D. Loss of Leave Credits
E. Suspension
F. Demotion
G. Discharge

Whenever the Employer seeks imposition of "C", "D", "E", "F", or "G" above, the employee shall be served a written notice of specific charges being brought against him/her and the penalty intended to be imposed. The notice served on the employee shall contain a detailed description of the alleged acts and conduct, including dates, times, and places. A second copy of the charges will be provided to the employee to send to the Union, if he/she so desires; said copy to the Union shall be the responsibility of the employee.

Section 4. Imposing Penalty

Discipline shall be imposed only for misconduct or incompetence, subject to Section 3 above and the provisions of Section 10 of this Article.

Section 5. Union Representation

An employee shall be entitled to Union representation at each step of the disciplinary process. All actions taken pursuant to Article 17.3, c, d, e, f, and g, shall be subject to the grievance procedure.

Section 6. Appeals Procedure

An employee against whom disciplinary charges other than oral warning or written counseling warning, shall have the right to appeal such action. Upon receipt of such notification, an employee shall have ten (10) working days to file with the Chief of Police a written response to the charges. The employee shall file a copy of his/her response with the Union. Should the employee deny the charges or admit the charges but reject the proposed penalty, he/she shall also include in his/her response whether he/she desires to be represented by the Union or his/her own attorney. Any memorandum of oral warning or written counseling memos may be removed from the employee's personnel file upon the employee's request at any time after three years from the date when the oral warning or written counseling warning was issued.

Section 7. Settlements

In any case where an employee, in his/her response to the charges, disagrees with the penalty proposed, or denies the charges brought against him/her, the Chief of Police, or his/her designee, shall meet with the Union within ten (10) working days of receipt of the employee's response in an effort to resolve the matter. Any settlement will be reduced to writing. Under no circumstances may an employee be required to execute a settlement without being afforded a reasonable opportunity to have representative of the Union or his/her own attorney present. A copy of any settlement shall be provided to the Union and the employee.

Section 8. Arbitration

If the matter is not resolved at the meeting with the Mayor, or his/her designee, then the employee, within ten (10) working days of the date the meeting is held, may follow 16.1, Step 2, of this Agreement, or request a Civil Service hearing, whichever the case may be. If the matter is not resolved at Step 2 of 16.1, the employee may file for arbitration under 16.2 of this Agreement.

Section 9. Arbitrator's Limitations

Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary arbitrators shall neither add to, subtract from, nor modify the provisions of this Agreement. This disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause of suspension, pursuant to section 10(a)

of this Article, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove, or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, he/she may consider such suspension in determining the penalty to be imposed.

Section 10. Suspension Before Notice of Discipline

(a) Prior to issuing a notice of discipline or the exhaustion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended without pay by his/her appointing authority only pursuant to paragraph (1) below:

1. The appointing authority, or his/her designee, may suspend, without pay, an employee when the appointing authority, or his/her designee, determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property, or would severely interfere with its operations. Such determination shall be reviewable by a disciplinary arbitrator.

2. A notice of discipline shall be served no later than seven (7) calendar days following any such suspension. If such notice of discipline is not served within such seven (7) days, the employee shall be restored to duty immediately.

(b) A registered or certified letter notifying the Executive Director of the Union of any suspension under paragraph 17.10 (a)(1) above shall be sent within one (1) day, excluding Saturdays, Sundays and holidays.

Section 11. Rights of the Parties

(a) Either party may inspect and copy, upon request, any written statements of witnesses or records which are relevant to the disciplinary charges, and which are in the possession of the other party, in advance of the date of such proceeding.

(b) The Grievance Committee Chairman, the Local Union President, or his/her designee, the aggrieved employee, and necessary employee witnesses, shall not suffer any loss of time or pay, or be required to charge accrued leave credits as the result of time spent in any disciplinary hearing or arbitration proceeding during their regular working hours.

(c) Work shift changes or reassignments shall not be made for the purpose of imposing discipline, except in cases of demotion. In cases where criminal charges are pending against an employee, the effect of which may seriously affect the employee's ability to carry out the responsibilities of his/her job assignment, such temporary changes may be made, but only until final disposition of the matter is made by appropriate court action.

(d) No employee shall be brought up on disciplinary charges for acts which occurred more than six (6) months prior to the serving of disciplinary charges upon him/her, except that the above limit shall not apply to acts which, if proven in a court of appropriate jurisdiction, would constitute a crime.

(e) All fees and expenses of the arbitrator, if any, shall be divided equally between the Employer and the Union, or between the Employer and the employee, if such employee chooses not to be represented by the Union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fee and expenses, and estimated expenses of the arbitration, may be collected in advance of the hearing. Should an arbitrator view the position of any party to a contract grievance to be frivolous the arbitrator may require that his/her fees and expenses be born by the frivolous/losing party.

(f) In the event that any employee against whom disciplinary charges are brought by the Employer elects to be represented by any party other than the Union, such employee shall be individually responsible for all expenses which are incurred in connection with such disciplinary proceeding. No employee can be represented in such a disciplinary proceeding by any office, executive board member, delegate, representative, or employee of any actual or claimed employee organization, or affiliate thereof, other than Council 82.

(g) No recording devices of any kind shall be used during any disciplinary proceeding unless agreed to by all parties.

Section 12. Discipline of Probationary Police Officers

Notwithstanding any other provisions of this contract, probationary Police Officers shall be subject to discipline pursuant to New York State Civil Service Law.

Section 13. Drug and Alcohol Policy

The drug and alcohol policy shall be implemented effective thirty (30) days after the execution of the Memorandum of Agreement. The Drug and Alcohol Policy shall be attached to this agreement as Appendix E.

ARTICLE XVIII

LABOR/MANAGEMENT COMMITTEE

To facilitate better relations between Management and the Union on matters of mutual concern, such as improved functioning of the Police Department, procedures for avoiding grievances, purchase and condition of existing equipment, personnel problems, and other methods of improving the relationship between the parties. Meeting shall be held bi-monthly.

Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours, as mutually agreed upon between the parties.

The committee shall consist of four (4) members, two (2) appointed by the Mayor from the management of the Police Department, and two (2) appointed by the President of the Local Union. Police Officers acting on behalf of the Union shall suffer no loss of time or pay for attendance at meetings when held during working hours.

A written agenda shall be submitted at the time a request for a meeting is made, or at least one week in advance of the scheduled meeting, unless an emergency meeting is necessary. If an emergency meeting is required, the parties shall meet as soon as possible. Such meetings may be requested by either party.

Labor/Management meetings shall be conducted in good faith. The Committee shall have no power or authority to contravene any provisions of this Agreement, but may make a recommendation to their respective bodies, to amend a provision contained herein. Any agreements reached by the Labor/Management Committee that do not contravene any provision of this contract will be binding on all parties.

It is intended that the subject matter of these meetings will be constructive, in order to enhance communications and understandings of the parties with fewer issues needing to be considered by the grievance process.

Staff Representatives of the Union/City may render assistance to the Committee as necessary to fulfill the objective of this Article. Either party may request staff representatives to attend meetings, and in doing so, must notify the other party in advance.

The "Joint Labor/Management Committee" may be used to develop and prepare Draft job descriptions and minimum qualifications. Final decisions are the sole discretion of the Police Chief or his/her designee.

Reports, recommendations or findings of any subcommittees of the Labor/Management Committee are not binding on the Committee or any of the parties.

ARTICLE XIX

NO STRIKE CLAUSE

Section 1.

No lockout of employees shall be instituted by the Employer.

Section 2.

No strike of any kind shall be instigated, encouraged, condoned or caused by the Union.

ARTICLE XX

PRESERVATION OF BENEFITS

With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the terms of this Agreement any benefit or privilege provided by law, rule, or regulation, for employees without prior notice to the Union, and when appropriate, without negotiations with the Union, provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the Employer by Article XIV of this Agreement.

ARTICLE XXI

PRINTING OF AGREEMENT

Section 1.

The Employer and the Union shall jointly be responsible for the printing of this Agreement, and will have a sufficient number of copies for distribution to all employees as soon as practicable following the execution of the Agreement.

Section 2.

The cost of printing and preparation of this Agreement shall be shared 50/50 by the parties.

ARTICLE XXII

SAVINGS CLAUSE

Section 1.

It is not the intent of this Agreement to circumvent or violate any of the Federal, State or Local Laws. If any part of this Agreement is interpreted by a court or competent jurisdiction as being in violation of any such laws, then such section that is in violation shall become immediately inoperative, and shall be stricken from this Agreement without affecting the remaining terms of this Agreement, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts of provisions rendered or declared illegal. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXIII

DEFERRED COMPENSATION

The City shall implement a deferred compensation plan for members of the bargaining unit as long as such plan constitutes no cost to the City, other than administrative cost.

ARTICLE XXIV

APPROVAL OF THE LEGISLATURE

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

ARTICLE XXV

DIRECT DEPOSITS

At such time as the City should adopt a direct deposit plan the Police Department employees shall be eligible to participate in the plan under the same terms and conditions as other City employees.

ARTICLE XXVI

COMPLETE AGREEMENT

(a) The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in

this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

(b) This is the complete Agreement between the parties, and there are no other Agreements expressed or implied.

(c) By mutual consent, the parties may meet for the purpose of negotiating a supplemental agreement. A refusal to so consent shall not be subject to any grievance procedures contained in this Agreement.

(d) Neither party will, during the term of this Agreement, seek to unilaterally modify its terms through legislation or other means which may be available to them. With respect to matters not covered by this Agreement, but which constitute mandatory topics of bargaining, the City will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for Police Officers without prior notice to the Union, and affording the Union an opportunity to express its views.

IN WITNESS WHEREOF, the parties have set forth their signature of the respective dates indicated below.

Dated: 02/12/14, 2014

LOCAL 812, PLATTSBURGH POLICE OFFICERS

By: Robert T. Annis

ROBERT ANNIS, President

COUNCIL 82, AFSCME, AFL-CIO

By: W = ZR

WILLIAM LEBEAU
Chief Negotiator

Dated: 2/11, 2014

CITY OF PLATTSBURGH

By: JEC

JAMES E. CALNON, Mayor

By: _____

BRIAN KREMMER, Esq.
Chief Negotiator

APPENDIX "A"

POLICE OFFICERS

11/21/2013					Hourly Rate
Yrs of Service	1/1/13 + 1.5%	1/1/14 + 1%	1/1/15 + 1.5%	1/1/16 + 1%	1/1/14 / hour
0-1	$32,059.09	$32,379.68	$32,865.38	$33,194.03	$15.5672
1-2	$41,683.15	$42,099.98	$42,731.48	$43,158.79	$20.2404
2-3	$46,473.78	$46,938.52	$47,642.60	$48,119.03	$22.5666
3-4	$51,264.81	$51,777.46	$52,554.12	$53,079.66	$24.8930
5	$57,384.20	$57,958.04	$58,827.42	$59,415.69	$27.8644
8	$59,319.97	$59,913.17	$60,811.87	$61,419.99	$28.8044
10	$60,644.81	$61,251.26	$62,170.03	$62,791.73	$29.4477
11	$62,576.84	$63,202.61	$64,150.65	$64,792.15	$30.3859
13	$63,869.75	$64,508.45	$65,476.07	$66,130.83	$31.0137
16	$66,451.83	$67,116.34	$68,123.09	$68,804.32	$32.2675
18	$70,426.35	$71,130.62	$72,197.58	$72,919.55	$34.1974
21	$71,751.19	$72,468.70	$73,555.73	$74,291.29	$34.8407
23	$73,076.03	$73,806.79	$74,913.89	$75,663.03	$35.4840

APPENDIX "A"

POLICE OFFICERS HIRED ON OR AFTER SEPTEMBER 1, 2009

Yrs of Service	1/1/13 + 1.5%	1/1/14 + 1%	1/1/15 + 1.5%	1/1/16 + 1%	1/1/14 / hour
0-1	$30,679.99	$30,986.79	$31,451.59	$31,766.11	$14.8975
1-2	$38,349.99	$38,733.49	$39,314.49	$39,707.64	$18.6219
2-3	$42,732.84	$43,160.17	$43,807.57	$44,245.65	$20.7501
3-4	$48,211.40	$48,693.52	$49,423.92	$49,918.16	$23.4103
	All steps for 5 years and thereafter shall be the same as above (as person hired prior to 09/01/09)				
5	$57,384.20	$57,958.04	$58,827.42	$59,415.69	$27.8644
8	$59,319.97	$59,913.17	$60,811.87	$61,419.99	$28.8044
10	$60,644.81	$61,251.26	$62,170.03	$62,791.73	$29.4477
11	$62,576.84	$63,202.61	$64,150.65	$64,792.15	$30.3859
13	$63,869.75	$64,508.45	$65,476.07	$66,130.83	$31.0137
16	$66,451.83	$67,116.34	$68,123.09	$68,804.32	$32.2675
18	$70,426.35	$71,130.62	$72,197.58	$72,919.55	$34.1974
21	$71,751.19	$72,468.70	$73,555.73	$74,291.29	$34.8407
23	$73,076.03	$73,806.79	$74,913.89	$75,663.03	$35.4840

APPENDIX "A"

CORPORALS

11/21/2013					Hourly Rate
Yrs of Service	1/1/13 + 1.5%	1/1/14 + 1%	1/1/15 + 1.5%	1/1/16 + 1%	1/1/14 / hour
0-1	$34,708.77	$35,055.86	$35,581.69	$35,937.51	$16.8538
1-2	$44,332.82	$44,776.15	$45,447.80	$45,902.27	$21.5270
2-3	$49,123.46	$49,614.70	$50,358.92	$50,862.51	$23.8532
3-4	$53,914.49	$54,453.63	$55,270.44	$55,823.14	$26.1796
5	$60,033.89	$60,634.23	$61,543.74	$62,159.18	$29.1511
8	$61,970.98	$62,590.69	$63,529.55	$64,164.84	$30.0917
10	$63,295.82	$63,928.77	$64,887.71	$65,536.58	$30.7350
11	$65,226.52	$65,878.78	$66,866.97	$67,535.64	$31.6725
13	$66,519.44	$67,184.63	$68,192.40	$68,874.32	$32.3003
16	$69,101.50	$69,792.52	$70,839.41	$71,547.80	$33.5541
18	$73,076.03	$73,806.79	$74,913.89	$75,663.03	$35.4840
21	$74,400.87	$75,144.88	$76,272.05	$77,034.77	$36.1273
23	$75,725.72	$76,482.98	$78,406.22	$78,406.52	$36.7707

APPENDIX "A"

SERGEANTS

11/21/2013					Hourly Rate
Yrs of Service	1/1/13 + 1.5%	1/1/14 + 1%	1/1/15 + 1.5%	1/1/16 + 1%	1/1/14 / hour
1-4	$57,868.24	$58,446.92	$59,323.62	$59,916.86	$28.0995
5	$65,649.14	$66,305.64	$67,300.22	$67,973.22	$31.8777
8	$67,584.84	$68,260.69	$69,284.60	$69,977.45	$32.8176
10	$69,505.86	$70,200.92	$71,253.93	$71,966.47	$33.7504
11	$70,837.98	$71,546.36	$72,619.55	$73,345.75	$34.3973
13	$72,132.17	$72,853.49	$73,946.30	$74,685.76	$35.0257
16	$74,713.20	$75,460.33	$76,592.23	$77,358.16	$36.2790
18	$78,687.71	$79,474.59	$80,666.71	$81,473.38	$38.2089
21	$80,012.55	$80,812.68	$82,024.87	$82,845.12	$38.8522
23	$81,337.40	$82,150.77	$83,383.04	$84,216.87	$39.4952

Appendix A
Detectives

11/21/2013 Years of Service	1/1/2013+1.5%	1/1/2014+1%	1/1/2015+1.5%	1/1/2016+1%	Hourly Rate 1/1/2014 /hour
0-1	$34,708.77	$35,055.86	$35,581.69	$35,937.51	$16.8538
1-2	$44,332.82	$44,776.15	$45,447.80	$45,902.27	$21.5270
2-3	$49,123.46	$49,614.70	$50,358.92	$50,862.51	$23.8532
3-4	$55,901.74	$56,460.76	$57,307.67	$57,880.75	$27.1446
5	$62,021.15	$62,641.36	$63,580.98	$64,216.79	$30.1160
8	$63,956.92	$64,596.49	$65,565.43	$66,221.09	$31.0560
10	$65,281.76	$65,934.57	$66,923.59	$67,592.83	$31.6993
11	$67,213.79	$67,885.93	$68,904.21	$69,593.26	$32.6375
13	$68,506.69	$69,191.76	$70,229.64	$70,931.93	$33.2653
16	$71,088.77	$71,799.66	$72,876.66	$73,605.42	$34.5191
18	$75,063.29	$75,813.92	$76,951.13	$77,720.64	$36.4490
21	$76,388.14	$77,152.02	$78,309.30	$79,092.39	$37.0923
23	$77,712.98	$78,490.11	$79,667.46	$80,464.13	$37.7356

APPENDIX "A"

DISPATCHERS

11/21/2013					Hourly Rate
Yrs of Service	1/1/13 + 1.5%	1/1/14 + 1%	1/1/15 + 1.5%	1/1/16 + 1%	1/1/14 / Hour
0-1	$30,674.69	$30,981.44	$31,446.16	$31,760.62	$14.8949
1-2	$34,884.08	$35,232.92	$35,761.41	$36,119.03	$16.9389
2-3	$39,477.26	$39,872.03	$40,470.11	$40,874.81	$19.1692
3-4	$44,070.79	$44,511.50	$45,179.17	$45,630.96	$21.3998
5	$49,937.96	$50,437.34	$51,193.90	$51,705.84	$24.2487
8	$51,793.94	$52,311.88	$53,096.56	$53,627.52	$25.1499
10	$53,064.17	$53,594.81	$54,398.73	$54,942.72	$25.7667
11	$54,916.56	$55,465.73	$56,297.72	$56,860.69	$26.6662
13	$56,156.18	$56,717.75	$57,568.51	$58,144.20	$27.2681
16	$58,631.83	$59,218.15	$60,106.42	$60,707.48	$28.4703
18	$62,442.53	$63,066.95	$64,012.96	$64,653.09	$30.3206
21	$63,712.76	$64,349.89	$65,315.13	$65,968.29	$30.9374
23	$64,982.99	$65,632.82	$66,617.31	$67,283.49	$31.5542

APPENDIX "A"
CONTINUED

The base salary for all police officers, as set forth in Appendix A to the collective bargaining agreement, shall increase as follows:

Effective January 1st 2013 all members of the bargaining unit shall have their wages increased by 1.5%.

Effective January 1st 2014 all members of the bargaining unit shall have their wages increased by 1.0%

Effective January 1st 2015 all members of the bargaining unit shall have their wages increased by 1.5%

Effective January 1st 2016 all members of the bargaining unit shall have their wages increased by 1.0%

APPENDIX "B"

FAMILY AND MEDICAL LEAVE ACT ("FMLA") POLICY

Family and medical leave shall be granted to an eligible employee to a total of twelve workweeks of leave during any twelve-month period for the following:

A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;

B. Because of the placement of a son or daughter with the employee for adoption or foster care;

C. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;

D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee;

An eligible employee is one who has worked at least 1,250 hours during the previous 12 months for the employer.

An employee entitled to leave under this policy may be required to use accrued vacation, personal leave, or, for leave granted under paragraphs C or D, sick leave, for any part of a 12 week period of leave granted pursuant to this policy.

The City shall maintain coverage for health insurance to an employee on leave pursuant to this section for the duration of the twelve week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. This City may, to the extent permitted by this collective bargaining agreement, recover premiums that it has paid for the maintenance of health insurance coverage if the employee fails to return from leave granted pursuant to this policy, unless such failure to return results: (1) from the conditions necessitating the leave or such failure to return is beyond the control of the employee. Nothing contained in the provision shall otherwise limit the obligations of the employer or the employee under the provisions of the family and medical leave act.

APPENDIX "D"
AMERICANS WITH DISABILITIES ACT COMPLIANCE

With respect to compliance by the employer with the provisions of the Americans with Disabilities Act (the "Act") and regulation issued pursuant to the Act, the police officer's association agrees that it shall have the same obligation as the employer with respect to reasonable accommodation.

With respect to an employer's attempt to a reasonable accommodation in accordance with provisions of the Act, and regulations issued pursuant to the Act, the Union shall have an affirmation obligation to assist the employer in achieving any such accommodation.

APPENDIX "E"

DRUG AND ALCOHOL TESTING

I. Definitions

1. For purposes of this Policy, "prohibited drugs" are defined and limited to the following prohibited substances:

a. Marijuana
b. Cocaine
c. Opiates
d. Amphetamines
e. Phencyclidine

2. Alcohol

As used herein, alcohol means the intoxicating agent in the beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol. Alcohol use means the consumption of any beverage, mixture or preparation, including any medication containing alcohol.

3. Alcohol Misuse

The Employer recognizes that the use of alcohol is legal when done off the job and in a manner that cannot affect job performance. Alcohol misuse consists of a violation of the following requirements:

a. No employee shall report for duty or remain on duty while having blood alcohol concentration of 0.02 or greater.

b. No employee shall use alcohol within four (4) hours prior to reporting for duty.

c. No. employee required to take a on duty post-accident test shall use alcohol for eight (8) following the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

4. "Substance abuse professional (SAP)" means a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified bythe national Association of Alcoholism and Drug Counselors Certifcation Commission), with knowledge of and clinical experience in the diagnosis and treatment drug and alcohol-related disorders.

II. Testing for Prohibited Drugs and Alcohol

1. Analytical testing of urine of covered employees for prohibited drugs and of breath for alcohol misuse shall be conducted as provided by this Policy and as may be required by law. The six testing categories are:

a. Pre-Employment Testing
b. Reasonable Suspicion Testing
c. Post-Accident Testing
d. Random Testing
e. Return to Duty Testing
f. Follow-Up Testing

2. Pre-Employment Testing

a. All applicants for employment in or assignment to a covered position, or transfers to such positions or assignments, shall be tested for prohibited drugs.

b. The drug tests required by this section shall be administered only after the applicant is informed in writing that the urine sample being collected will be tested for the five classes of prohibited drugs. Pre-employment testing will be administered as recommended by the Municipal Police Training Council (MPTC).

c. Al applicant who fails a drug test shall not be hired for, or assigned, to a covered position.

3. Reasonable Suspicion Testings

a. Covered employees are prohibited from using prohibited drugs or misusing alcohol as described herein. A covered employee who is reasonably suspected by a supervisor of using a prohibited drug or the misuse of alcohol, or both, shall be administered a drug test (urine) or alcohol test (breath) or both, as appropriate. The determination that an employee is reasonably suspected of using a prohibited drug or of the misuse of alcohol, or both, shall be made by a supervisor or other officer in charge of a shift. The person who makes the determination that reasonable suspicion exists to conduct drug or alcohol testing shall not conduct the actual test of the employee.

i. While the term "reasonable suspicion" does not lead itself a precise definition or mechanical application, vague, unparticularized, unspecified or rudimentary hunches or intuitive feelings do not meet the standard.
ii. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific articulable facts and the logical inferences and deductions that can be drawn from those facts.
iii. Reasonable suspicion may be based upon other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of substances which violate this policy such as slurred

speech, odor, disorientation, pattern of abnormal conduct or erratic behavior or information provided either by reliable and credible sources or which is independently corroborated indicating use or misuse of drugs prohibited by this policy or the misuse of alcohol..

iv. When an appropriate supervisor or officer in charge of a shift believes that the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for substances in violation of this policy, documentation of such facts shall be maintained in writing. Such supervisor or officer shall exercise care and accurately document the objective facts contributing to and forming the basis for the reasonable suspicion. These facts must include a description of the employee's appearance and demeanor, the observations of witnesses and the nature and source of the information. Where reasonable suspicion arises, in whole or in part, from the observations made by a confidential informant, the supervisor or officer shall simply record the name and location of the employer of such informant and not the informant's name. Confidential informant shall be an employee or agent of any of the following: Plattsburgh Police Department, or any other governmental law enforcement agency.

b. Alcohol testing is authorized only if the observations stated above are made during, just preceding, or just after the period of the workday that the employee is required to be in compliance with the restrictions on alcohol use. When a supervisor or officer in charge of a shift determines that a reasonable suspicion alcohol test should be administered, the employee shall not perform or continue to perform his or her duties until (1) an alcohol test is administered and the employee's alcohol concentration measures less than 0.02, or (2) the start of the employee's next regularly scheduled duty period, but not less than 8 hours following the determination that there is reasonable suspicion to believe that the employee has engaged in misuse of alcohol.

4. On Duty Post-Accident Testing

a. For purposes of the Policy, the term "accident" means an occurrence associated with the operation of a vehicle causing (1) the death of an individual, (2) bodily injury to an individual who immediately receives medical treatment away from the scene of the accident, or (3) damage to one or more vehicles requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

b. Each covered employee involved in an accident shall be tested for alcohol and drugs if the accident involved the loss of human life or if the employee received a citation under state and local law for a moving traffic violation arising from the accident.

c. An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed to have refused to submit to testing. Nothing in this paragraph shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of

an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

d. A post-accident alcohol test shall be administered within eight (8) hours of the accident. A post-accident drug test shall be administered within sixteen (16) hours following the accident.

5. Random Testing

a. All covered employees shall be subject to random drug testing.

b. The selection of employees for random drug testing shall be made by a scientifically valid method, such as a random number table or a computer based random number generator that is matched with the employee's social security number, payroll identification number or other comparable identifying number. Each employee shall have an equal chance of being tested each time selections are made.

c. The number of random drug tests conducted each year shall be equal to at least 50% of the number of employees subject to random drug testing.

d. Random drug tests are unannounced and the dates of administering them shall be spread reasonably throughout the calendar year.

e. Each employee who is notified of selection for random drug testing shall proceed to the test site immediately, or, if the employee is on duty at the time of notification, the employee shall leave duty as authorized by competent authority and proceed to the testing site as soon as possible.

f. An employee shall only be tested for alcohol upon reasonable suspicion or in accordance with a post-accident test. Applicants for covered positions will be tested for drugs, but not for alcohol. If an individual is selected for random testing is on long-term leave, which is defined as a leave anticipated to last at least 30 calendar days, then that individual, at the Chief's discretion, may be excused from testing and a substitute individual will be selected for testing. The employer shall not cause the testing entity to not test any individual randomly selected for testing unless such individual is on long-term leave.

g. As far as possible, covered employees will be sent to testing during regularly scheduled duty hours, however, they may be sent off duty if necessary and paid according to the applicable collective bargaining agreement, policy, or law.

6. Return to Duty Testing

a. Before an employee returns to duty after engaging in alcohol misuse, the employee shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

b. If an employee is to be returned to duty after engaging in drug use, the employee shall undergo a return to duty test indicating a verified negative result for drug use. This return to duty test does not apply in cases where a last chance agreement has been violated and a termination decision has been made by the Employer.

7. Follow-Up Testing

a. Following a determination by a substance abuse professional that an employee is in need of assistance in resolving problems associated with alcohol misuse, the employee shall be subject to unannounced follow-up alcohol testing as directed by a substance abuse professional.

b. The number and frequency of follow-up tests shall be as directed by the substance abuse professional, and shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty.

c. The employee's supervisor may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and drugs, if the substance abuse professional determines that returning-to-duty and follow-up testing for both alcohol and drugs is necessary for that employee.

d. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty.

e. Follow-up testing shall not be less than twelve (12) months. The frequency and duration of the follow-up testing will be recommended by a substance abuse professional (SAP) as long as a minimum of six (6) tests are performed during the first twelve (12) months after the employee has returned to duty. The cost of all follow-up testing shall be paid in full by the Employer.

III. Collection and Analysis

A. All collection of urine or breath for random testing shall be performed at a City facility or facilities or at the site of an independent health provider. Employees shall be advised of the location of the testing site during training on alcohol and drugs, and by a supervisor at the time testing is required.

B. The collection site for urine samples will provide a privacy enclosure for urination, a toilet, a suitable, clean, writing surface, and a water source for hand washing which, if practicable, will be outside the privacy enclosure. Any water source within the privacy enclosure will be secured to prevent its use to adulterate the urine sample.

C. The employee will be assured of privacy during urination except in circumstances where there is evidence that a prior sample was altered, adulterated or tampered with, in which case a retest will be required and privacy will not be assured.

D. The urine specimen must be split and poured into two specimen bottles. This provides the employee with the option of having an analysis of the split sample performed at a separate laboratory if the primary specimen test result is verified positive after an initial screening. A second, confirmatory test is to be accomplished by gas chromatography or mass spectrometry.

E. Urine testing will be conducted at a laboratory certified by the U.S. Department of Health and Human Services. No employee of the Employer or the City will be engaged in the testing process.

F. Cutoff levels as established for each drug class by the Department of Health and Human Services (DHHS) shall be utilized for initial and confirmatory testing. Tested levels which fall below these cutoff levels shall be considered negative results.

G. All drug testing laboratory results will be reviewed by a qualified Medical Review Officer (MRO) to verify and validate test results. A MRO is a licensed physician responsible for receiving laboratory results generated by a drug-testing program who has knowledge of substance abuse disorders and has relevant training and qualifications.

H. The MRO will review and interpret all confirmed positive tests by reviewing the employee's medical history, including any medical records and biomedical information provided, affording the employee a reasonable opportunity to discuss the test result, and will decide whether there is a legitimate medical explanation for the result including legally prescribed medication.

I. The MRO will notify each employee who has a verified positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen.

J. Upon completion of the MRO's review the MRO shall report each verified test result to the Employer's designated agent who will immediately notify the Police Chief of the result. Once notified of a verified positive test result, the Police Chief or a person authorized by the Police Chief will remove the employee from duty. Removal from duty will be immediate and will not await the results of any test of the split specimen.

IV. Alcohol Testing Procedures

A. Alcohol testing shall be conducted by collection of a breath specimen through the use of an evidential breath-testing device (EBT) that is approved by the National Highway Traffic Safety Administration or the NYS Division of Criminal Justice Services. The test must be performed by a breath alcohol technician (BAT), who is trained to proficiency in the operation of the EBT being used and in the alcohol testing procedures specified in the regulations.

B. The person who will serve as the BAT will be identified to employees and by a supervisor at the time of selection for an alcohol test.

C. In so far as possible, alcohol tests will be conducted at a site that provides privacy to the individual being tested.

D. Upon arrival at the alcohol collection site, the employee must provide positive identification to the BAT. After testing procedures are explained to the employee, the employee and the BAT must complete, date, and sign the alcohol testing form.

E. Screening Test

   a. The BAT will open an individually sealed, disposable mouthpiece in view of the employee and attach it to the EBT. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds or until an adequate amount of breath has been obtained.

   b. Following the screening test, the BAT must show the employee the result displayed on the EBT or a printed result. If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required and the test will be reported to the Employer as a negative test. The employee may then return to his or her duty.

F. Confirmation Test

   a. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test must be performed.

   b. The confirmation test must be conducted at least fifteen (15) minutes, but not more than twenty (20) minutes, after completion of the initial test. The employee will be instructed not to eat, drink, or put any object or substance in his/her mouth while awaiting this confirmation test. The confirmation test will be performed whether or not the employee complies with such instructions.

   c. The confirmation test is conducted using the same procedures as the screening test. A new mouthpiece will be used.

   d. If the initial and confirmation test results are not identical, the confirmation test result is deemed to be the final result.

   e. The Bat will transmit all results to the Employer's designated agent in a confidential manner. If the employee must be removed from duty, the BAT will notify the Police Chief or designee, and the employee will be removed from duty without delay.

   f. Where a reasonable suspicion or post-accident alcohol test indicates an alcohol concentration of 0.02 percent or more but less than 0.04 percent, the employee shall not return to duty until at least twenty-four (24) hours after such test.

g. The unauthorized use of alcoholic beverages on duty or in a way that impacts an employee's job duties may violate the Employer's disciplinary policy, workplace rules or statutes. Violation of any applicable policy or law may subject the covered employee to discipline up to and including termination, to be dealt with in accordance with any applicable collective bargaining agreement.

V. Violations

The following conduct shall be considered a violation of this Policy:

A. Taking a drug or alcohol test required by this Policy leading to a verified positive result. For purposes of this paragraph A, a verified positive result includes an alcohol test indicating an alcohol concentration of 0.02 percent or more. This policy, however, will not be violated if the drug, narcotic, or controlled substance has been legally proscribed by a New York licensed physician, or other medical practitioner authorized to prescribe these medications for the employee. Any prescription for a controlled substance, drug, or narcotic must be written for a valid medical condition.

B. Using alcohol while on duty, unless authorized by competent authority as part of an official undercover investigation.

C. Using alcohol within eight (8) hours after an accident requiring post-accident alcohol test or until the employee undergoes a post-accident alcohol test, whichever occurs first.

D. Refusal to submit to a post-accident alcohol or drug test, a random drug test, a reasonable suspicion alcohol or drug test, a follow-up alcohol or drug test, or any other alcohol or drug test required by this policy.

E. Failure to produce an adequate urine or breath sample when a selected for testing, where such failure is not consistent with a legitimate medical excuse. The burden of establishing a legitimate medical excuse falls on the covered employee.

F. Altering, adulterating, or tampering with a urine sample or breath sample used in a drug or alcohol test required by this Policy, or otherwise distorting the results of a required drug or alcohol test required by this Policy, or otherwise distorting the results of a required drug or alcohol test or attempting to do any of the following:

G. Refusal to sign consents or releases in connection with drug or alcohol tests.

H. Reporting for duty or remaining on duty while having an alcohol concentration of 0.02 or greater, except for situations authorized by this Policy.

I. Reporting for duty or remaining on duty when the employee uses any of the drugs prohibited by this Policy, except when the use is pursuant to the instructions of a physician who has advised the employee that the drug does not adversely affect the

employee's ability to operate safely a City or Police motor vehicle or weapon, and does not adversely affect the employee's ability to carryout the duties of a police officer.

J. Performing duty within four (4) hours after using alcohol.

K. Failure to report immediately or in a timely fashion to a drug or alcohol test once notified to do so.

L. Leaving the scene of an accident without just cause, prior to submitting to a drug or alcohol test.

VI. Consequences

A. Each employee who commits a violation of this Policy shall be immediately removed from duty. The employee will be allowed to use accumulated leave credits.

B. Each employee who has committed a violation of this Policy shall be advised of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

C. Employees who are not subject to termination shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse or drug abuse.

D. Each such employee who is identified as needing assistance in resolving problems associated with alcohol misuse or drug use shall be referred to a treatment or rehabilitation program and shall be evaluated by a substance abuse professional to determine whether the employee has properly followed and completed such rehabilitation or treatment program.

E. No employee who has violated this Policy shall return to duty unless the employee has followed the recommendations of a substance abuse professional including completion of a treatment or rehabilitation program, as certified by such substance abuse professional, and has passed a return to duty drug test or alcohol test or both, as specified by the substance abuse professional.

F. Any employee who returns to duty after having satisfied the requirements of return to duty testing shall be subject to follow-up testing.

G. In addition to the above consequences, an employee who has violated this Policy may be subject to disciplinary action, in accordance with the provisions of New York State Civil Service Law and/or applicable collective bargaining agreement, up to and including termination.

VII. Consequences of a Positive Drug Test

A. An employee who has a positive drug test result pursuant to any drug test authorized by this policy must be immediately removed from duty. The employee will be placed on administrative leave, and may use accumulated leave time. If the employee exhausts his or her accruals before return to duty testing is successfully completed, unpaid administrative leave will apply. Any employee who has a verified positive drug test result pursuant to any test authorized by this policy shall surrender his/her agency owned firearm(s) to the Police Chief or his designee. The member will not be allowed to return to full duty until the employee has been evaluated by a substance abuse professional. The employee must make an appointment to see a substance abuse professional at the EAP provider within five (5) calendar days of being informed by the MRO of a final positive drug test result. Thereafter, the substance abuse professional will make a determination as to whether the employee can be returned to full duty, after consulting with the Police Chief or his designee as to the employee's job duties. Depending on the extent of treatment determined necessary by the substance abuse professional and any referral agency, the employee may use leave time while under treatment.

B. An employee may be subjected to disciplinary action in accordance with the provisions of the New York State Civil Service Law or collective bargaining agreement, whichever is applicable, up to and including termination of employment.

C. In addition, before any employee who has tested positive returns to duty, the employee must undergo and pass a return-to-duty test with a negative result.

VIII. Employee Rights

A. Testing and Waiting time

All time spent on testing, except for follow-up and turn to duty testing, is paid time under regular pay status, including overtime, if applicable. Employees will be paid while being tested for the time away from duty, or, if their duty assignment has ended, they will be paid up to the time they are released from the testing site.

B. Confidentiality

The Employer shall make every effort to assure confidentiality throughout the testing process and to protect the individual dignity and right to privacy of all covered employees. Personal date regarding the drug testing results and rehabilitation program evaluations will be forwarded only to the Police Chief and are confidential. Any release of this information to person other than to the representatives of the Employer referenced in this Policy or the employee's supervisor is prohibited without written permission of the employee tested. The affected employee may request the results of any drug or alcohol test conducted upon them in writing, by requesting such from the Police chief or designee. The Police Chief may release test results to other Law enforcement Agencies upon service of a subpoena, search warrant, or court order in conjunction with their investigation of an accident, crime, or internal investigation to any other oversight agency where lawful authority is presented.

APPENDIX F
MAIL IN DRUG ORDER GRIEVANCE
SETTLEMENT AGREEMENT

1. Beginning thirty days after a member makes the drug plan election described herein: Local 812 members will have the option of using a retail pharmacy for prescription medications at a co-pay of $0/$10 for generic/brand drugs for each 30 day supply. There will be no limit on the number of refills. **This option is call Option A.**
2. Local 812 will have the option of using the MEDCO mail in plan. Members electing this plan may fill one prescription for not more than a 30 day supply at a retail pharmacy at a co-pay of $0/$10, for generic/brand drugs. Prescription refills (for more than the initial 30 day supply) will be filled by mail order from the City's pharmacy manager (currently MEDCO). Mail order for maintenance prescriptions (more than the initial 30 day supply) will be $0 for generic 90 day supply and $20 for "brand" 90 day supply. **This option is called Option B.**
3. Local 812 members may elect option A during a 60 day enrollment period commencing December 1, 2010 and ending January 31, 2011. Members who do not elect Option A shall be covered under Option B. Members may elect Option A during December 1 through January 31 of each succeeding year. In addition, members shall be permitted to change his/her enrollment from Option A to Option B or from Option B to Option A one time each calendar year during the months of February through November. A change in enrollment shall be effective 30 days after written notice of the change is received by the City. The City shall be responsible for notifying the Program Administrator.
4. A mailing will be sent to members by November 20, 2010 with a form for making the Option A or B election

SIDE LETTER 1

In the event it becomes necessary to use a scramble system under the provisions of Article VIII, Section 1, paragraph © (4), the following formula will be used:

1	2	3	4	5	6	7	8	9
A	B	C	D	E	F	G	H	I
J	K	L	M	N	O	P	Q	R
	S	T	U	V	W	X	Y	Z

For the purposes of this Agreement, seniority is computer on the basis of the following formula:

(1) Reverse the letters in the candidate's last name

(2) Use only the first three letters of the reversed name

(3) Add up the numerical value

(4) The candidate whose number is the lowest has the most seniority

Prior to July of each year, the Union and the City will determine, by lot, new numerical values for the letters.

SIDE LETTER II

The city agrees to provide the following items of uniform and equipment to police officers, sergeants and detectives:

UNIFORMS, CLOTHING AND EQUIPMENT ISSUE FOR PATROLMAN

3 Pair of Trousers
3 Short Sleeve Shirts
3 Long Sleeve Shirts
1 Pair Shoes or Summer Boot (replace as needed)
1 Pair Gloves
1 Pair Rocky Mtn. Insulated Winter Jump Boot
1 Short Sleeve Khaki Shirt
1 Pair of Khaki Pants
1 Jacket w/Liner
1 Winter Pile Cap
1 Name Tag
1 Sweater
1 Set Collar Brass
1 Police Hat with Emblem
1 Raincoat with Hat Cover
1 Sam Browne Belt
1 Garrison Belt
1 Necktie
1 Tie Clasp
1 Weapon
1 Cartridge Case
1 Pair Handcuffs
1 Handcuff Case
2 Shields
1 I.D. Car with Shield Case
1 Soft Body Armor Vest with 1 Vest Cover
1 Baton
1 Baton Ring
3 Keepers
1 Serving Since Pin
1 Holster (Security Type)

DETECTIVE'S EQUIPMENT ISSUE

1 Holster
1 Cartridge Case
1 Handcuff Case
1 Shield
1 Shield Case
1 I.D. Card
1 Soft Body Armor Vest
2 Vest Covers

John R. Linney
Human Resource Manager
City of Plattsburgh
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Plattsburgh, New York 12901
Tel: (518) 561-0883
Fax: (518) 562-2584

EXHIBIT 2

Agreement with the Police Officers Union representing City of Plattsburgh employees provides for the extension of coverage to the domestic partners of City employees in the employ of the City Police Department in the City of Plattsburgh's health insurance program and the dental/vision programs administered by the City. If you receive prescription drugs, dental or vision benefits from an Employee Benefit Fund, that fund may also permit you to enroll an eligible domestic partner.

To determine if your domestic partner (partner) qualifies for enrollment, carefully read these instructions and the attached information on the eligibility requirements, the affidavits you must both sign, the proof you must submit, the enrollment application, and important tax information you should know.

The affidavits and documents you are required to submit are only intended to establish the eligibility of your domestic partner for benefits available to you as a City of Plattsburgh employee. However, it is recommended that you seek advice from your attorney regarding any possible legal and financial implications before you take the actions required to provide this benefit to a domestic partner.

Who can be covered as a domestic partner

Unmarried enrollees may cover same or opposite sex partners with whom they reside and have a committed, long term relationship of mutual support, and for whom they have assumed long term financial responsibility or have mutual financial responsibility. See the Affidavit of Domestic Partnership for details. Persons who live together for economic reasons, but who have not made a commitment to an exclusive enduring domestic partnership as described in these documents, will not be considered to be domestic partners for the purpose of enrollment in the City of Plattsburgh benefit programs.

How to enroll a domestic partner

You must do four things. First, you and your partner must complete the Affidavit of Domestic Partnership. Second you and your partner must complete the Affidavit of Financial Interdependence. Third, you must complete a Health Insurance Enrollment Application & Change form. Fourth, You must submit these documents along with two items of proof of financial interdependence and proof of residence for both partners to your Health Benefits Administrator. In addition to the above, if your partner qualifies as your dependent for federal tax purposes and you wish to avoid the additional taxes that may result from this benefit (see Income Tax Implications), you must also complete the Dependent Tax Affidavit and return it with the other documents. Applications filed without the required affidavits or proof will not be processed. Ambiguity or lack of clarity will not be interpreted in the employee's/partner's favor. The City and the Union acknowledge that this Domestic Partners program is new as well as the forms related to it. It may be necessary for the parties to meet to mutually agree to change text or forms from time to time to facilitate the intent or to resolve unforeseen problems.

When coverage begins

If you are enrolled in the City of Plattsburgh's health insurance plan, have satisfied the one year residency and financial requirement, and you have submitted all required documentation to your Health Benefits Administrator on or before or within seven days of your partner's first eligibility, the coverage for your partner begins on the date of first eligibility. If you apply more than seven days but less than 29 days after the date of first eligibility, coverage for your partner begins on the first day of the payroll period following the pay period in which you have submitted all required documentation to your Health Benefits Administrator. If you apply 29 days or more after the date of first eligibility, you will be subject to a late enrollment period and coverage for your partner will begin on the first day of the fifth payroll period following the payroll period in which you apply. Your partner's date of first eligibility is the day that is exactly one year later than the latest date on the supporting documents submitted with your application for coverage.

If you are not enrolled in the City of Plattsburgh's health insurance plan, coverage for both you and your partner may be deferred until you satisfy the new employee or late enrollment waiting period. Ask your Health Benefits Administrator if you must satisfy waiting period.

When coverage ends

Coverage for your domestic partner will end on the day on which you and/or your partner no longer meet one or more of the requirements on the two affidavits you both have signed. The terms and conditions of your coverage requires you to report this relationship termination within 14 days of its occurrence.

How to report that the partnership has ended

Within 14 days of the date the partnership ends, you must complete and submit the form "Termination of Domestic Partnership". The form is available from Health Benefits Administrator and must be submitted immediately upon termination of the partnership. Failure to file the form on a timely basis may have serious negative consequences for you and your partner. You may be liable for claims paid for your former partner for medical services rendered on and after the date the "Termination of Domestic Partnership" form is filled with the Health Benefits Administrator. Your former partner's 60-day eligibility period for applying for COBRA continuation coverage starts on the date of relationship termination, not the notification date.

Dental and Vision Coverage's

If you receive these benefits from the City of Plattsburgh it will be extended to your Domestic Partner if and only if your Domestic Partner qualifies under the IRC Section 152.

INCOME TAX IMPLICATIONS

Imputed Income: Under IRS rules, if a domestic partner is not a "dependent" within the meaning of Section 152 of the Internal Revenue code (IRC), the "fair market value" of the partner's coverage, less any contribution by the enrollee, is treated as income for federal tax purposes. Check with your Health Benefits Administrator for an approximation of the fair market value for City of Plattsburgh administrated health, dental and vision coverage's and check with the applicable benefit fund regarding the tax status of the benefits provided by them. These values, referred to as "imputed income", will be added to your annual salary for income tax purposes and will apply even if you cover other dependents in addition to your partner. If your partner qualifies as a dependent under IRC 152, there will be no imputed income. If you qualify under this section, (and only if you qualify) you must complete the Dependent Tax Affidavit and submit it with your other enrollment documents.

Pre-tax Contribution Program Implications: Under IRC Section 125 rules governing pretax contributions, a domestic partner is not an eligible dependent unless they qualify under Section 152. Therefore, if your partner is a covered dependent, the part of the premium you pay for the dependent portion of your health insurance coverage will be deducted on a post-tax basis. The W-2 form issued by the Office of the City Chamberlain at the end of the tax year will show only the amount of your premium for the Individual portion of your coverage on a pre-tax basis.

Coverage for Partner's Children Only

You may provide coverage under the City administered benefit programs for your partner's child (children) if the child permanently resides in your household and you provide more than 50% of the child's support. To enroll the child, ask your Health Benefits Administrator for form "Statement of Dependence" (SOD). After you complete the form and return it to your Health Benefits Administrator, you will be advised if the child is eligible for coverage. Documentation of the statements made on the SOD may be required. Requirements for coverage of your partner's child (children) under union Employee Benefit Funds may differ from those of the City's administered programs. Consult the appropriate Employee Benefit Fund for their requirements. No dependents of a Domestic Partner other than children can be covered under this Domestic Partner program.

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

This information is being requested pursuant to section 161-a of the new York State Civil Service Law for the principal purpose of determining the eligibility of your domestic partner for benefits under the City of Plattsburgh health Insurance Program. This information will be used in accordance with section 96 (1) of the Personnel Privacy Protection Law, particularly subdivision (b), (e) and (f). Failure to provide this information may result in a denial of eligibility to participate in the City of Plattsburgh Health Insurance Program. This information will be maintained by the Director of Human Resources, 41 City Hall Place, Plattsburgh, New York 12901. For further information relating *only* to the Personal Privacy Protection Law, call (518)457-9375.

STATE OF NEW YORK)
) SS.:
COUNTY OF CLINTON)

Application for:

___ City of Plattsburgh health Insurance Program

___ City of Plattsburgh Dental/Vision Program

The undersigned, being duly sworn, deposes and declare as follows:

We are both eighteen years of age or older and unmarried. If either or both of us has been married, we submit evidence of the termination of the marriage.

We are not related by blood in a manner that would bar marriage under the laws of the State of New York.

We are each other's sole domestic partner, have been so for at least one year prior to the date of this affidavit, and intend to remain so indefinitely. We are in a relationship of mutual support, caring and commitment, and have assumed responsibility for each other's welfare.

We have been living together on a continuous basis for a least one year prior to the date of this affidavit. (See reverse for proof of residency.)

One of us is enrolled in the City of Plattsburgh's Health Insurance Program.

Neither of us has been registered as a member of another domestic partnership within the last two years.

I, the enrollee, affirm that I will file a Termination of Domestic Partnership form within 14 days of the date I/my partner no longer meet one or more of the qualifying criteria set forth above.

I, the enrollee, understand that any false or misleading statement made in order to receive benefits for which I do not qualify will subject me to financial responsibility for any benefits paid on behalf of my partner and potential disciplinary action by my employer.

_____	_____
Print Name (Enrollee)	Print Name (Partner)
_____	_____
Social Security Number	Social Security Number/Date of Birth
_____	_____
Address	Address
_____	_____
Address	Address
_____	_____
Signature	Signature

Sworn to before me this

___ day of _____, 20__

_____
NOTARY PUBLIC

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

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Proof of One Year Residency

To enroll your domestic partner in the City of Plattsburgh's Health Insurance Benefit programs, you must submit a copy of one item of proof that you and your partner have resided together for at least one year. The proof may be one document with both names or two separate documents that show the residence of each partner. The following is a list of some of the items that can be used to demonstrate proof of residency. You may submit a copy of another document that proves residency began at least one year ago.

___Driver's license

___Automobile Registration

___Lease agreement

___Mortgage agreement

___Tax return

___Bank statement

___Passport

___Insurance benefits statement

___Pay check stub

___Utility bill

___Telephone Bill

___Joint membership (e.g. church or family association)

___Registration as a domestic partnership in the municipalities that have established such a procedure (e.g. Albany, New York City, Rochester, Ithaca)

STATEMENT OF DEPENDENCE

STATE OF NEW YORK)
: SS.:
COUNTY OF CLINTON)

The undersigned, being duly sworn, depose and declare as follows:

My domestic partner, _____, fully qualifies as my dependent under Internal Revenue Code rule 152. I understand that if my partner's dependent status under IRC 152 changes at any time during the tax year, I will be responsible for reporting and paying tax on any resulting imputed income. (See reverse side for definition in Internal Revenue Code rule 152.)

_____
Print Name (Enrollee)

_____
Address

_____
Address

_____
Signature

Sworn to before me this

____ day of _____, 20__

_____
NOTARY PUBLIC

It is recommended that you seek the advice of an attorney prior to completing this affidavit

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

This information is being requested pursuant to section 161-a of the new York State Civil Service Law for the principal purpose of determining the eligibility of your domestic partner for benefits under the City of Plattsburgh's Health Insurance Program. This information will be used in accordance with section 96 (i) of the Personnel Privacy protection Law, particularly subdivisions (b), (e) and (f). Failure to provide this information may result in a denial of eligibility to participate in the City of Plattsburgh's Health Insurance Program. This information will be maintained by the Director of Human Resources, 41 City Hall Place, Plattsburgh, New York 12901. For further information relating *only* to the Personal Privacy protection Law, call (518) 457-9375.

The following are definitions extracted from the Internal Revenue Code that may be helpful in determining if a domestic partner qualifies as a dependent for federal purposes. It is recommended that you seek the advice of an attorney prior to completing this affidavit.

Section 152. DEPENDENT DEFINED

(a) GENERAL DEFINITION. For the purpose of this subtitle, the term "dependent" means any of the following individuals over half of whose support, for the calendar year in which the taxable year of the taxpayer begins, was received from the taxpayer (or is treated under subsection (c) or (e) as received from the taxpayer):

(9) An individual (other than an individual who at any time during the taxable year was the spouse, determined without regard to section 7703, of the taxpayer) who, for the taxable year of the taxpayer, has as his principal place of abode the home of the taxpayer and is a member of the taxpayer's household.

(b) RULES RELATING TO GENERAL DEFINITION. For purpose of this section-

(5) An individual is not a member of the taxpayer's household if at any time during the taxable year of the taxpayer the relationship between such individual and the taxpayer is in violation of local law.

The undersigned, being duly sworn, deposes and declare as follows:

We are domestic partners who reside together and are financially interdependent. We submit original documents of two of the following items (at least one of the two items must be from List A) as proof of our financial interdelendence:

(Note: Original documents will be copied only to the extent necessary to document receipt and returned to you.)

LIST A

___joint obligation on a loan (including an affidavit by a creditor for a personal loan

___joint ownership of our residence

___joint renter's or home owner's insurance policy

___joint responsibility for child care (e.g., school documents, guardianship)

___designated as beneficiary under the other's life insurance policy, retirement benefits accounts or will or executor of each other's will

___an affidavit by a corporate creditor or other disinterested third party qualified to testify to partner's financial interdependence

___mutually granted durable power of attorney

LIST A (continued)

___designation of one partner as the representative payee for the other's government benefits

___joint ownership of holdings of investments

___joint ownership or lease of a motor vehicle

___both listed as tenants on the lease of our shared residence

___mutually granted authority to make health care decisions (e.g., health care power of attorney)

___share a household budget for the purpose of receiving government benefits

___I claim my partner as a dependent for federal tax purposes

LIST B

___joint bank account

___joint credit or charge card(s)

LIST B (continued)

___status as authorized signatory on the partner's bank account, credit card or charge card

___other proof establishing economic interdependence

NOTE: Proof submitted must show financial interdependence for at least one year.

_____	_____
Print Name (Enrollee)	Print Name (Partner)
_____	_____
Address	Address
_____	_____
Address	Address
_____	_____
Signature	Signature

Sworn to before me this
___ day of _____, 20__

PERSONAL PRIVANCY PROTECTION LAW NOTIFICATION

This information is being requested pursuant to section 161-a of the New York State civil Service Law for the principal purpose of determining the eligibility of your domestic partner for benefits under the City of Plattsburgh's health Insurance Program. This information will be used in accordance

with section 96(I) of the Personnel Protection Law, particularly subdivision (b), (e) and (f). Failure to provide this information may result in denial of eligibility to participate in the City of Plattsburgh's Health Insurance Program. This information will be maintained by the Director of Human Resources, 41 City Hall Place, Plattsburgh, New York, 12901. For further information relating *only* to the Personal Privacy Law, call (518) 457-9375.

TERMINATION OF DOMESTIC PARTNERSHIP

I _____ certify that:
Name of employee (Please Print)

1. I _____, and _____
Name of employee (Please Print) name of Domestic Partner (Please Print)

Have terminated our domestic partnership.

2. I affirm that the effective date of termination of this domestic partnership is

_____.
Date

3. I affirm that a copy of this termination statement will be provided to my former domestic partner within seven days.

4. I understand that another Affidavit of Domestic Partnership cannot be filed until two years after this statement of termination of the previous partnership has been filed with my employing agency's Health Benefits Administrator.

5. I affirm that assertions in this notice are true to the best of my knowledge and understand that false statements may require payment by myself of claims incorrectly paid on behalf of my former partner listed above. I understand that false statements may result in disciplinary action by my employer or in other legal actions appropriate to the prosecution of insurance fraud.

_____ _____
Signature of employee Date

_____
Social Security Number

PERSONAL PRIVACY PROTIECTION LAW NOTIFICATION

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