AGREEMENT

BETWEEN

THE CITY OF PLATTSBURGH

AND

LOCAL 788 and NEW YORK COUNCIL 66 AMERICAN FEDERATION OF STATE, COUNTY, and MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2015 – JUNE 30, 2018

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PREAMBLE

A. This agreement entered into by the City of Plattsburgh, New York, hereinafter referred to as the Employer and the Plattsburgh City Employees Local 788 and Council 66, American Federation of State, County and Municipal Employees, AFL- CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

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

ARTICLE I

RECOGNITION

A. For the term of this Agreement the Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages and hours and other conditions of employment including administration of the grievance procedure, subject to Article XVII of this Agreement, for all employees of the Employer in the Department of Water and Sewer, employees engaged in general maintenance and service functions of the City of Plattsburgh, all employees engaged in clerical functions including the Police and Fire Departments, and all of the employees of the Parking Violation Bureau.

B. Excluded from this Agreement are all employees not contributing union dues to AFSCME Local 788 and New York Council 66.

ARTICLE II

UNION RIGHTS

Section 1. Maintenance of Membership

A. Any employee who elects not to become a member of the Union shall be required to pay an Agency Shop fee as set forth in Article II, Section 3.

B. Local 788 and Council 66 AFSCME, each expressly agree to indemnify and hold harmless the City of Plattsburgh against claims of any nature whatsoever for back wages and fringes, direct and consequential damages, court costs, disbursements, and attorney's fees which the City may incur or be called upon to pay as the result of a claim, action or proceeding brought by an employee, or others, with respect to the content of subsection (A) above.

Section 2. Check-Off of Union Dues

A. All employees who are members of the Union and those employees who desire to join the Union shall tender the monthly membership due to the Union by signing the Authorization for Payroll Deduction of Union Dues form.

B. Each pay day, in accordance with the terms of the form of Authorization for Payroll deduction of the Union dues hereinafter set forth the Employer agrees to deduct Union membership dues levied in accordance with the amount certified by the Union from the pay of each employee who executes or has executed the appropriate Authorization for Payroll Deduction of Union Dues Form.

C. This Authorization shall remain in effect unless written notice of revocation is given by the employee to the Union President and the City Chamberlain.

D. Payroll deduction of Union dues under all properly executed Authorization for Payroll Deduction of Union dues forms shall become effective on the effective date of this Agreement and shall be deducted each pay period thereafter until revocation as permitted above.

E. Deduction shall be remitted to the designated financial officer of the Union with a list of those for whom dues have been deducted by the 15th day following the month for which deductions have been made.

F. The Union will indemnify and save the city of Plattsburgh harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City of Plattsburgh in reliance upon dues deduction authorization cards furnished by the Employees and/or Union.

G. Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and forwarded to the Employer.

Section 3. Agency Shop

All employees who are employed, or who are hired, on or after the execution date of this Agreement who do not become members of the Union within thirty (30) days after their hiring date, shall be required to pay a service charge each month to the Local 788, Council 66 of the American Federation of State, County and Municipal Employees, AFL-CIO, in an amount equal to the regular monthly dues of Local 788.

Section 4. Bulletin Board

A. The City shall designate specific common employee areas where bulletin boards in a design approved by the City may be placed.

B. The general locations of bulletin boards are as follows:

1. City Hall
2. Employees' Rooms – Public Works Department
3. Water Pollution Control Plant
4. Water Filtration Plant
5. Plattsburgh - Crete Memorial Civic Center
6. Finance Department – 6 Miller Street
7. Any other worksite where bargaining employees are employed

C. No bulletin board installed pursuant to this provision shall exceed a maximum size of twenty-five (25) square feet

D. Bulletin boards herein provided for shall be used for Union communications to unit employees and such joint communications to employees as may from time to time be approved for posting by the Union and the City.

E. The Union Steward and/or Stewards are charged with the responsibility of maintaining such bulletin boards in a current status and neat appearance. No derogatory material will be posted on any such board.

Section 5. Access to Premises

The Employer agrees to permit International Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and representatives of Council 66, to enter the premises for individual discussion of working conditions with employees who shall suffer no loss of pay for the time so consumed provided care is exercised by such representative that they do not unduly interfere with the performance of duties assigned to employees. Any visitors visiting the premises pursuant to this provision shall, prior to such visit, make his/her presence in the City known to the highest- ranking City Executive available so that, if desired, a conference with the City representative might be conducted.

Section 6. Aid to Other Unions

The Employer affirms that it will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any contract with any such group or organization for the purpose of undermining the Union or permit deduction of dues for such organizations. The Employer affirms that the provisions of this Agreement shall apply to all members of the Bargaining Unit covered in this Agreement.

Section 7. Meeting Facilities

The Employer agrees to permit the Union to use the facilities of the City to hold meetings subject to Department Head approval, the availability of space and other reasonable requirements.

Section 8. Notification of New Employees

The Employer (Senior Payroll/Personnel Associate, Finance Department) shall submit to the Union President or Secretary at least every three (3) months a list of new employees hired within the Bargaining Unit as defined in Article I, their job classifications, home addresses and whether the employment is on a permanent, provisional and/or temporary basis.

Section 9. Attendance at Union Meetings

Any Union Steward, Union Alternate Steward or Executive Board Member who is scheduled to work during the regularly scheduled evening monthly Union meeting shall be released from work, without loss of time or pay, for the purpose of attending said union meeting. Any Union Official utilizing leave time pursuant to Section 9 shall

provide three (3) days and whenever possible, seven (7) days' notice to their Department Head of their intent to utilize that leave. In addition, the City will not be responsible for paying overtime compensation to any union Official who attends the covered meeting.

ARTICLE III

HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods where applicable. Day, for pay purposes, is that day upon which the first (1st) shift started.

Section 2. Work Schedule - Clerical Employees

A. **Work Shift**: The normal work shift shall be seven (7) regular hours worked between the hours of 7:00 am and 5:00 pm. The City may establish a 40-hour work schedule, Department wide. Any such change shall be subject to Section 3 of Article III and shall be for a minimum of 1 year. After the one-year period, the city may return to the 35-hour work week.

B. **Work Week**: The work week shall be Monday through Friday as five (5) consecutive seven (7) hour days.

C. **Lunch Period**: The lunch period shall be for one (1) hour unpaid for 35 hour/week employees, and twenty (30) minutes paid for 40 hour/week employees, to be taken so that no employee works more than four and one-half (4 1/2) consecutive hours without a lunch break.

D. **Payment for Work in Excess of Thirty-Five (35) Hours**: Clerical employees who are required to work in excess of thirty-five (35) shall be paid premium time for all hours worked in excess of thirty-five (35) hours.

E. **Saturday and Sunday**: Should conditions require a clerical employee to work on Saturday or Sunday, he/she/she will receive time and one-half for all hours worked on Saturday and double time for all hours worked on Sunday.

F. **Start Time**: The starting time of the work shift and for the length of lunch hours for clerical employees may be changed by the mutual consent of the Department Head and all the clerical employees within said department. In no event shall the starting time be earlier than 7:00 a.m. or later than 11:00 a.m.

G. **Eight Hour Shift:** Subject to Departmental needs a regular 8-hour shift shall be implemented with prior notification and agreement by the Union as per Section 3 of this Article, except as provided in Section 2.A above.

Section 3. Work Schedule - Maintenance and Service Employees

A. **Work Shift**: Eight (8) regular hours shall constitute a day' s work shift.

1. The second shift shall start between the hours of 6:00 a.m. and 9:00 a.m. The third shift shall start between the hours of 3:00 p.m. and 6:00 p.m. The first shift shall start between the hours of 12:00 midnight and 3:00 a.m.
2. Should conditions require that an employee commence work earlier than his/her normal starting time or stay at work later than his/her normal quitting time, the overtime provisions of this Agreement as they may be applicable shall prevail.

B. **Work Week**: The work week shall consist of forty (40) hours, five (5) consecutive eight (8) hour days, Monday through Friday.

C. **Lunch Period**: The lunch period shall be for one-half (1/2) hour to be taken at a time so that employees will not work more than five consecutive (5) hours without a lunch break. In the event that the Employer requires the continuous presence of an employee on the job, the employee shall receive a twenty (20) minute paid lunch period. However, the twenty (20) minute paid lunch period as presently practiced shall continue.

D. **Payment for Work in Excess of Forty (40) Hours**: Employees who are required to work in excess of forty (40) hours shall be paid premium time for all hours worked in excess of forty (40) hours.

Section 4. Work Schedule - Continuous Operations Employees

A. **Definition of Continuous Operations**: Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is a regularly scheduled employment for sixteen (16) or twenty-four (24) hours a day and/or six or seven days a week.

B. **Work Shift:** One eight (8) regular hours shall constitute a day's work shift. The first shift shall start between the hours of 12:00 midnight and 3:00 a.m. The second shift shall start between the hours of 6:00 a.m. and 9:00 a.m. The third shift shall start between the hours of 3:00 p.m. and 6:00 p.m. should conditions require that an employee commence work earlier than his/her normal starting time or later than his/her normal quitting time, the overtime provisions of this Agreement as they may be applicable shall prevail.

C. **Work Week**: The work week shall consist of forty (40) hours, five (5) consecutive eight (8) hour days including Saturday or Sunday, it being understood that employees will be required to work as a regular shift either a Saturday or a Sunday (but riot both) and be given another day off during the week in lieu of the Saturday or Sunday worked.

D. **Lunch Period**: The lunch period shall be twenty (20) minutes paid lunch period to be taken so that employees will not work more than five (5) hours without a lunch break.

E. **Sewage Treatment Plant Operator Floater/Operator Trainee Floater**

1. The work schedule shall consist of five (5) consecutive workdays commencing on Thursday through and including Monday of each week. However, any other work schedule mutually agreed to by the Chief Plant Operator and Floater will also be permitted. Article 3, Section 4, paragraph C is hereby waived for this position only
2. The work shall consist of eight (8) consecutive hours in a work shift.
3. Management may schedule the operator for any work shift(s) during the scheduled work week as needed.
4. Work assignment may be at either the WPCP or Compost Site.
5. Management will give the operator reasonable notice of shift assignments.
6. The Operator will be paid shift differential pursuant to Article X, Section 3, Paragraphs a, b, c.
7. All-other contractual benefits unless otherwise abridged shall remain in effect.
8. The Floating Operator will be used as a replacement for Operators only.

F. **Permanent Shift Schedule**: The permanent shift schedule currently in effect at the Water Pollution Control Plant will continue until a thirty (30) day notice is given to the Union by management revoking such shifts.

Section 5. Work Schedule - Information Technology Employees

A. **Definition of Operations**: Employees engaged in Information Technology Operations are defined as Micro-Computer Coordinator and Network Engineer.

B. **Work Shift**: Eight regular hours shall constitute a days' work shift. The lunch period shall be scheduled so that no employee works more than four and one half (4 1/2) consecutive hours without a lunch break. The shift shall start between the hours of 6:00 a.m. and 10:00 a.m. A maximum of two (2) different starting times will be permitted. Should conditions require that an employee commence work earlier than his normal starting time or later than his normal quitting time, the overtime provisions of this Agreement as they may be applicable shall prevail.

C. **Work Week**: The work week shall be Monday through Friday of five (5) consecutive eight (8) hour days.

D. **Payment for Work in Excess of Thirty-Five (35) Hours**: Clerical employees who are required to work in excess of thirty-five (35) hours shall be paid premium time for all hours worked in excess of thirty-five (35) hours except those employees working a 40-hour work week pursuant to Article III, Section, 2a or 2g.

Section 6. Work Schedule - Crete Civic Center Employees

All the terms and conditions of employment as enumerated in the contract shall apply between the parties except as noted below:

1. Employees assigned to the Crete Memorial Civic Center shall be in the bargaining unit except as noted in Article I and XX.

2. **Work Week**: The hours of work for Clerical employees shall be seven (7) regular hours per day for five (5) consecutive days which may include Saturday and Sunday. The lunch period shall be one (1) hour unpaid. Article III (d) shall apply to work over thirty-five (35) hours per week. All other subsections of Article III, Section 2 shall be modified as stated herein.

3. **Work Week**; The hours of work for the Maintenance and Service employees shall be eight (8) regular hours per day schedules for five (5) consecutive days which may include Saturday and/or Sunday for a total of forty hours per week. The lunch period shall be as noted in Article III, 3(c).

4. **Work Shift:** If the shift of employees starts between 12:00 midnight and 3:00 a.m. such shift shall be called the first shift. If the shift starts between 6:00 a.m. and 3:00 p.m. such shift shall be called the second shift. If the shift starts between 3:00 p.m. and 6:00 p.m. such shift shall be called the third shift. Employees who work this first or third shift shall be entitled to the shift differential as noted in Article X, Section 3(a) or (b).

5. Article XIII, Section l (a) shall apply to employees of the Crete Memorial Civic Center.

Section 7. Work Schedule - General Provisions

A. Work schedule showing the employee's shifts, work day, and hours shall be posted on all department bulletin boards at all times. New or changed work schedules made pursuant to this Agreement shall be posted by noon of the second work day next preceding the effective date of the changed schedule.

B. Regular work shift schedules shall be maintained on at least a work week to work week basis. An employee whose regular work shift has been changed shall be paid the rate applicable to the shift to which he/she has been changed. No shift change shall be made solely for the purpose of avoiding payment of overtime.

C. The work schedules in this Agreement may be changed for experimental purposes by the Department Head after the approval of the Union has been given. Such changes will not affect current protections or benefits which are contained in this Agreement unless specifically waived. The implementation of experimental work schedules will not take effect until reduced to writing by the Department Head and are approved by the Union President and the Council Representative.

Section 8. Rest Periods

A. All employees work schedules shall provide for a fifteen (15) minute rest period in their work area during each one-half shift. The rest period shall be taken as near to the middle of each one-half shift as is possible, consistent with the work to be performed.

B. Employees who are expected to work two (2) hours or more beyond their regular quitting time shall receive a ten (10) minute rest period in their work area before they start to work. In addition, they shall be granted a ten (10) minute rest period if they shall work more than two (2) hours.

C. Where possible, an area shall be set aside for employees in each building considered to be the reporting area for the employees and space provided for vending machines at no cost to the city.

Section 9. Clean-up Time

Non-clerical employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift.

Section 10. Reporting Time

In the event of severe weather conditions, an employee's failure to report for work at his/her scheduled starting time will be excused. Employees so excused shall have an option of using vacation credits or being docked for time lost.

ARTICLE IV

HOLIDAYS

Section 1. Holidays Recognized and Observed

A. The following days shall be recognized and observed as paid holidays:

Holiday	Date
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day (Washington's Birthday)	3rd Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Federally Observed Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Federally Observed 2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after 4th Thursday in November
Day before Christmas	December 24
Christmas Day	December 25
Day before New Year's Day	December 31

B. Hourly employees shall receive eight (8) hours pay, or seven (7) hours pay, whichever the case may be, at their straight time rate for each of the above listed holidays not worked. Employees shall suffer no loss of pay by reason of their observing the listed holidays.

C. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

D. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

E. For continuous shift personnel holidays which fall on a Friday or Saturday will be designated on the preceding Thursday and holidays which fall on a Sunday or Monday will be designated on the succeeding Tuesday.

F. Any other day declared or provided by the Governor of the State of New York or the Mayor of the City of Plattsburgh to be a day of mourning, remembrance, commemoration, or celebration which is not presently observed shall be recognized and observed as paid holidays.

G. A WPCP employee required to work on a holiday shall, upon request, be granted a substitute day off in lieu of holiday overtime pay, provided, that the substitute day is identified at the time of the request, is within 90 days of the holiday worked and does not create the need to pay overtime to any other employee. Once the request for a substitute day has been granted, it may be retracted prior to the taking of the substitute day if it appears in the reasonable discretion of management that the need for overtime to any other employee will be created. The substitute day off will be paid at straight time rate.

H. At WPCP, Thanksgiving Day will be rotated on an annual basis between the employees on the Sunday through Thursday shift and the employees on the Tuesday through Saturday shift.

Section 2. Holiday Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday or the employee is on a day off, vacation or sick leave.
2. If an employee calls in requesting an unscheduled vacation day on his/her scheduled work day prior to and/or after a holiday, he/she shall not be eligible for holiday pay, unless he/she is excused by his/her Department Head.
3. If a holiday is observed on an employee's scheduled day off or during his/her vacation he/she shall be given a lieu day for that day.

Section 3. Holiday Work

If an employee works on any of the holidays listed above, he/she shall be paid in addition to his/her regular rate of pay for the holiday, time and one-half for all hours worked for the first eight (8) hours for a 40 hour a week employee or seven (7) for a 35 hour a week employee, and double time for all hours worked in excess of eight (8) hours or seven (7) hours, respectively plus the regular shift differential where applicable.

Section 4. Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

Section 5. Easter Sunday or Yom Kippur

Employees required to work on Easter Sunday or Yom Kippur shall be permitted to attend such services without loss of time or pay. This provision shall not be abused.

ARTICLE V

VACATIONS

Section 1. Vacation Selection

A. To the extent that the necessary work to be performed permits, vacations shall be granted for the vacation period requested by the employee. Scheduled vacations shall be requested no later than February 1st of each calendar year. In case of a conflict of scheduled vacation dates, the employee with greater seniority shall be given his/her choice. Scheduled vacations are subject to the approval of the Department Head.

B. Eligible employees may take their vacations, if they desire in segments. Employees with ten (10) days of vacation pay may take two (2) consecutive weeks. Employees with more than ten (10) days may be required to take an earned vacation in segments, one segment of which shall, if requested by the employee, be no less than two (2) weeks.

C. Vacations not scheduled prior to February 1st of any calendar year shall be called, for this contract, non-scheduled vacations. A scheduled vacation not used by the employee puts such employee in the non-scheduled vacation category. Scheduled vacations have priority over non-scheduled vacations without regard to seniority. Non-scheduled vacations are subject to the approval of the Department Head.

D. Vacations must be taken in each calendar year. Any employee deprived of an opportunity to take his/her vacation in a calendar year may accumulate the period of which he/she has been so deprived. In any such event, no employee shall accumulate more than twenty-five (25) days of vacation but any such person who has been so deprived as to accumulate vacation shall have first choice over all other in his/her department for a scheduled vacation. Any employee accumulating over the twenty-five (25) days maximum vacation shall be compensated at his/her present rate of pay.

E. Any employee who is unable to use vacation due to extended illness shall be paid for any unused vacation on December 31st of that year.

F. Vacation accumulated as of the date of this contract shall remain to the credit of the employee.

G. A listing showing all scheduled and non-scheduled vacations shall be posted on all bulletin boards thirty (30) days after February 1st.

H. WPCP ONLY: Using the seniority list, each person according to seniority shall schedule only two (2) weeks of his/her vacation initially. Upon the completion of the first choice of vacations, the balance of the vacation selection shall continue in the same manner until all vacation has been scheduled according to Section 1 (a).

Section 2. Work During Vacation Period

A. In no event shall an employee be required to work during his/her/ vacation. However, any employee who is requested to and chooses to work during their vacation period shall be paid for all regular hours at the rate of time and one-half their regular rate of pay and for overtime hours at the rate of two and one-half times their regular rate of pay.

B. After consultation with Management the employee will be allowed to take his/her vacation time lost during the emergency at a later date. To avoid requiring an employee to work during his/her scheduled vacation period, the Employer may transfer for the vacation period an employee in the same classification from within another department or division to perform the required work. If an employee refuses to work during their vacation, the employee will not have such refusal counted towards equalization of overtime.

Section 3. Vacation Rights: Lay-Off, Separation, Retirement, or Death

A. Upon separation from service with the City of Plattsburgh, an employee may be paid a cash payment of the monetary value accumulated and unused vacation time standing to the credit of the employee, or in death in service, to be paid to the beneficiaries or deceased employee's estate.

B. In addition, employees separated from service with the City of Plattsburgh shall receive a cash payment of the monetary value of the prorated vacation earned between his/her anniversary date and the effective date of retirement.

Section 4. Vacation Schedule

A. Provisional, probationary, and permanent employees shall be entitled to the vacations on the following schedule. One day of vacation is earned for each full month worked, up to a maximum of ten (10) days for that calendar year. More than 50 percent of a month may be counted as one (1) month for these purposes. New employees shall not be permitted to take vacation leave prior to completing three (3) months of service.

B. On January 1, each employee who has then completed 6 months of service the previous year will be credited with their full vacation allotment for the coming year as follows: 2 weeks for employees who have not yet completed 5 years of service, 3 weeks for employees who have completed 5 years of service, but not completed 10 years, 4 weeks for employees who have completed 10 years of service, but who have not completed 15

years, and 5 weeks for employees who have completed 15 years of service (see chart below).

Years of Service*	Vacation Allowance
Upon completion of one year of service from the date of appointment*	Two (2) work weeks during each employment year.
Upon completion of five years of service from the date of appointment*	Three (3) work weeks during each employment year.
Upon completion of ten years of service from the date of appointment*	Four (4) work weeks during each employment year.
Upon completion of fifteen years of service from the date of appointment*	Five (5) work weeks during each employment year.

*C**Credit for previous City of Plattsburgh employment will be counted towards the additional vacation increments. This will be reflected in the employee's anniversary date calculated by the payroll department.

C. On January 1st of each year the employer shall post all accrued (earned) vacation credits at which time they are available to be used by the employee within the next twelve (12) months.

D. For purposes of this Article, vacation shall be accrued as follows: for a 40 hour a week employee, one day of vacation shall equal 8 hours; for a 35 hour a week employee, one day of vacation shall equal 7 hours.

Section 5. Pay Advance

If a regular pay day falls during an employee's vacation, he/she shall receive such paycheck in advance, provided he/she makes a written request for such advance payment at least two (2) weeks in advance of his/her leaving, and further provided that he/she will be taking a minimum of one (1) weeks' vacation.

ARTICLE VI

SICK LEAVE

Section 1. Sick Leave Allowance

A. Any permanent, probationary permanent, or provisional employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his/her employment, is quarantined by health authorities, or must make medical visits which cannot be scheduled during non-working hours as a result of any illness or injury, shall receive sick leave with pay to the extent such employee has accumulated sick leave.

B. Permanent, probationary permanent or provisional employees shall be eligible for sick leave after thirty (30) days service with the employer.

C. Permanent, probationary permanent, or provisional employees hired before May 25, 1993 shall be allowed one and one-quarter (1 1/4) days of sick leave for each month of

service. For the purposes of sick leave, a 40 hour a week employee shall accrue 10 hours of sick leave per month; a 35 hour a week employee shall accrue 8.75 hours of sick leave per month. Employees hired on or after May 25, 1993, will be allowed one (1) day of sick leave for each month of service. For the purposes of sick leave, a 40 hour a week employee shall accrue 8 hours of sick leave per month; a 35 hour a week employee shall accrue 7 hours of sick leave per month.

D. Sick leave shall be earned by an employee for any month in which the employee is compensated for at least (1/2) of a month. All time for which an employee is compensated by sick leave payments shall be considered as time worked for the purpose of computing vacation, holiday, sick leave and seniority.

E. An employee will be required by the Employer to produce a doctor's certificate after three (3) consecutive work days of sickness or disability as a condition of qualifying for sick leave pay.

F. A sick leave report shall be posted once a week on all bulletin boards.

G. If the employer believes that an employee is abusing the sick leave benefit it may require such an employee to be examined by a designated City Doctor (at the City's expense and on City time). If an employee is unreasonably subjected to this procedure, the grievance procedure may be utilized. The City may also require a health care provider's certificate for two (2) days of sick leave if sick leave abuse is reasonably suspected.

Section 2. Sick Leave Accumulation

Employees hired on or before 1/1/1990 may accumulate a maximum of one hundred eighty (180) days of sick leave. Employees hired after 1/1/1990 may accumulate a maximum of seventy-five (75) days of sick leave.

Section 3. Liquidation of Sick Leave –Upon Permanent Separation

A. Employees shall be compensated in cash in an amount equal to one hundred percent (100%) of any accumulated unused sick leave when permanently separated from employment as the result of retirement or lay off from City service. Employees hired after January 1, 1990 shall be paid at the rate of seventy-five percent (75%) of their current rate of pay. Employees who die while employed by the City shall be compensated as above, with payment made to a duly designated beneficiary or to the estate of the employee.

B. The amount of payment for all unused sick leave as above provided shall be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's retirement, death, or layoff.

Section 4. Liquidation of Excess Sick Leave (More than 75 or 180 Days)

A. On the 15th of December of each year, every employee with more than one hundred and eighty (180) sick leave days will be paid sixty (60%) percent of their current rate of pay for all days above one hundred and eighty (180) days.

B. Employees hired after January 1, 1990 may accrue a maximum of 75 days. Any excess shall be paid at fifty percent (50%) of current rate of pay on December 15 of each year.

Section 5. Liquidation of Excess Sick Leave (4 Weeks or More)

A. Employees of the bargaining unit with a minimum of four (4) weeks of accumulated sick time are allowed to sell back to the City any accumulated sick leave in excess of the four (4) weeks at fifty (50%) percent of their current value of the sick leave not to exceed the liquidation of more than thirty (30) days during any calendar year.

B. Requests for Liquidation of sick leave must be made between December 1st and December 15th of any given year.

Section 6. Sick Leave Employer Notification

Employees must notify the Department Head or his/her designated representative at least one-half (1/2) hour before the start of his/her shift on the regularly scheduled work day if they are sick and unable to report to work except in case of an emergency.

Section 7. Off Duty Medical Treatment

For the safety of employees, if an employee has or develops any temporary or permanent mental or physical condition(s), restriction(s) or limitation(s) of which an employee is aware and which could affect the employee's ability to work, work performance, workplace safety, or the safety of others, then such employee must report such condition(s), restriction(s) or limitation(s) to the City with enough specificity so that the City may be able to determine if the employee's condition presents any safety risk or concerns to himself/herself or others

Section 8. Sick Leave Pool Policy

The current Sick Leave Pool Policy will be replaced by the Sick Leave Pool Policy found in Appendix C.

ARTICLE VII

UNPAID LEAVES OF ABSENCE

Section 1. Eligibility Requirements for Unpaid Leaves of Absence

Employees shall be eligible for a leave of absence not to exceed one (1) year after one (1) year of service with the Employer.

Section 2. Application for Unpaid Leaves of Absence

A. Any request for a leave of absence shall be submitted in writing by the employee to the Department Head and the Mayor. The request shall state the reason for the leave of absence being requested and the approximate length of time off the employee desires.

B. Authorization for a leave of absence shall be made by and subject to the approval of the Common Council and it shall be in writing.

C. Any request for a leave of absence must be submitted at least three (3) days prior to the regular meeting of the Common Council.

D. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

E. An employee who requests a leave of absence may be required to exhaust accumulated sick and vacation leave before such leave of absence is granted. An employee who requests such leave of absence may be required to take accumulated and unused vacation time prior to the granting of such leave of absence.

ARTICLE VIII

PAID LEAVES of ABSENCE

Section 1. General Provisions for Paid Leaves of Absence

For purposes of funeral, jury duty, union, and military leave such pay will be based upon daily hours worked, for example, a 40-hour employee's leave would be based on an eight (8) hour day and a 35-hour employee's leave would be based on a seven (7) hour day.

Section 2. Bereavement Leave

A. In the event of a death in the immediate family of an employee (spouse, parents, stepparents, children, sister, brother, grandparents, father-in-law, mother-in-law, son-

in-law, daughter-in-law, grandchildren, step-brothers, step-sisters, half-brothers, half-sisters), the employee shall be granted three (3) consecutive work days leave of absence with pay for the days he/she would otherwise have worked to make household adjustments or arrange to attend funeral services. The employer is entitled to require proof of death and/or proof of relationship.

B. Sick Leave and/or vacation leave credits may also be used, as needed, at the discretion of the Department Head.

C. An employee shall be entitled to one (1) day's leave of absence with pay if he/she would have worked when so required in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, and sister-in-law or to act as an active pall bearer for funerals of fellow employees within the bargaining unit. The employer may require proof of death. Pay shall be on the basis of regular day at straight time rate.

Section 3. Jury Duty

A. Employees performing jury duty shall be paid their full wages with the express understanding that the compensation received for jury duty will be immediately, upon receipt by such employee, assigned to the City of Plattsburgh.

B. An employee who is excused or released from jury duty shall report back to work within one (1) hour from being released, provided that employees released from jury duty at a court physically outside the City of Plattsburgh shall be given an additional reasonable period of time in which to report to work.

Section 4. Voting Time

The City will comply with the NYS Election Law §3-110 where an employee does not have sufficient time outside of his/her working hours within which to vote at an election.

Section 5. Subpoenas

Employees subpoenaed to appear before a court on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted leave (Sick, Vacation, Personal) with pay for the necessary period in court with the understanding that any compensation received from the court appearance shall be immediately, upon receipt by the employee, assigned to the City of Plattsburgh. A copy of any issued subpoena shall be given to the Employer.

Section 6. Union Leave

Members of the Union elected or appointed by the Local Union to attend a function of the International Union or subordinate body, such as conventions or educational conference shall be allowed time off (without loss of time or pay) to attend such functions, not to exceed four (4) members at any one time and an aggregate of fifteen (15) days in any one (1) year.

Section 7. Military Leave

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence according to current military law.

Section 8. Absence as Result of Sickness in Immediate Family

A. An employee who is absent from duty as a result of a serious illness in his/her immediate family (spouse, parents, stepparents, children, mother-in-law, father-in-law, grandparents) may with the approval of the Department Head having supervision over him, be granted leave with pay and the time deducted from accumulated and unused sick leave time.

B. An employee absent on such sick leave shall notify his/her Department Head of such absence and the reason therefore on the first day of such absence and not later than one-half (l/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. The provisions of Article VI, Section 1(E), however, with respect to said illness in the immediate family may be required by the Employer.

Section 9. Civil Service Examination

In the event an employee requires time off to take a competitive and/or promotional examination by the Civil Service Commission, the Employer will endeavor to rearrange such employee's schedule to permit employees to take such time off and by such rescheduling, not suffer any loss of working hours.

Section 10. Regular Union Business

The Union shall be allowed twenty (20) hours each month of non-cumulative paid time for the Union president or Union officer designee to conduct Union business during City working hours. Such Union business time must be taken in minimum one (1) hour increments with manager approval.

If the Union President intends to conduct Union business on City property, the City may direct where or at what location such Union business shall be conducted. The twenty (20) hours of paid Union time in this section will not include time utilized pursuant to the Agreement Article VIII Section 5, Article IX Section 1 and Article XX Sections 2 and 11.

Section 11. Operator Training

The City will pay for all of the expenses for required educational training for WPCP and WFP operators, provided such training is approved in advance. For day training, operators attending the training for the day shift, the same day midnight to eight AM shift and the same day 4 to 12 shift will all be excused with pay to attend the training, provided granting such leave does not cause the hiring.

Section 12. FMLA

The Family Medical Leave Act will be added to the contract in Appendix "C" with the actual language worked out between the Union and the City based upon the Federal Laws governing it.

Section 13. Volunteer Firefighter

In the event of an emergency situation in the member's jurisdiction, an employee (if they have the time accrued) will be allowed to use paid leave if the emergency runs into regular working hours. He/she will make a call to the appropriate person, either management, or the on-call person to report such an event. Upon returning to work, he/she shall present a letter from their commanding officer regarding the event.

ARTICLE IX

PERSONAL LEAVE

Section 1. Personal Leave Allotment

On January 1, each employee who has completed at least 6 months of service will be credited with their Personal Leave allotment for the coming year as follows: For six months to 5 years of service - 2 days of personal leave of which one (1) day shall be deducted from accumulated sick leave. After 5 years of service - 3 days of personal leave of which one (1) day shall be deducted from accumulated sick leave.

Section 2. Personal Leave Equivalents

For the purposes of personal leave, one day of personal leave shall equal 8 hours for a 40 hour-a-week employee and 7 hours for a 35 hour-a-week employee.

ARTICLE X

WAGES AND CLASSIFICATIONS

Section 1. Wage Schedule

A. Those employees presently not contributing towards their health insurance shall be compensated in accordance with the wage schedules established in negotiations attached to this Agreement and marked Appendix "A". Such wage schedule shall reflect a two percent 2%) increase effective July l, 2015, a two percent (2%) increase effective July 1, 2016, a one and a half percent (1 ½ %) increase effective July 1, 2017.

B. Those employees who presently contribute 15% towards their health insurance premiums shall be compensated in accordance with the wage schedule established in

negotiations effective July 1, 2015 attached to this Agreement and marked Appendix "B". Such wage schedule shall two percent (2%) increase effective July 1, 2015, a two percent (2%) increase effective July 1, 2016, a one and half percent (1 ½ %) increase effective July 1, 2017..

C. Effective January 1, 1990, new employees shall receive a training wage which shall be one dollar ($1.00) per hour below the current rate listed in Appendix A or Appendix B of this Agreement, for that title. Upon completion of one year of service such employee shall receive the current rate for that title. In no event shall said training wage be below the rate established in Appendix A or Appendix B for the Laborer Classification.

D. When any position not listed on the wage schedule is established or the specification of any existing portion are substantially changed, the Employer shall, after consultation with the Union, designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to take the matter to arbitration.

Section 2. Deferred Compensation

A deferred compensation program will be allowed and handled by the City, if at the City's discretion; such program can be implemented and administered at no cost to the City.

Section 3. Pay Period

A. The salaries and wages of the employee shall be paid on the same day of each week. In the event this day is a holiday or a regular day off, the preceding day, to the extent possible and practical, shall be the payday.

B. The City shall have the option to change to a bi-weekly payroll provided the current lag will remain at one (1) week and the remaining conditions set forth in paragraph "A" are adhered to. Bi-weekly pay periods shall go into effect no earlier than 1/1/2001.

C. All bargaining unit employees will have the option to receive a one-time advance equal to one-week gross pay when the bi-weekly payroll is implemented. The advance will be paid back to the city, interest free, during the next twenty-six (26) pay periods at the rate of 1/26 of the advance each pay period.

Section 4. Shift Differentials

A. Employees who regularly work the first shift shall in addition to the regular hourly rate of pay receive an additional one ($1.00) dollar per hour for the period worked.

B. Employees who regularly work on the third shift in addition to the hourly rate of pay receive an additional thirty ($.30) cents per hour for the period worked.

C. In the event an employee's shift shall overlap between the first, second or third shift, that shift in which a majority of the employee's hours worked shall fall, shall be deemed to be the entire shift for which a differential, if any shall be paid.

Section 5. Longevity Service Pay

A. It shall be the practice of the City to reward employees who have made municipal service their career by paying additional compensation for years of service.

B. Longevity pay increments per hour are established for each five-year block of service and employees shall receive longevity pay per hour with the start of their sixth year of service computed on the anniversary date, and this shall be paid in addition to their base salaries.

C. Effective July 1, 2016, with no retroactivity or impact prior to July 1, 2016, employees shall receive the following longevity pay for the following years of completed service:

Longevity Pay	Years of Completed Service
Forty cents ($.40) per hour	5-10
One dollar and no cents ($1.00) per hour	11-15
One dollar and twenty-five cents ($1.25) per hour	16-20
One dollar and fifty-five cents ($1.55) per hour	21-25
One dollar and ninety cents ($1.90) per hour	26-30
Two dollars and thirty cents ($2.30) per hour	31-35
Two dollars and eighty cents ($2.80) per hour	36-40

Section 6. Lead Operator

In circumstances where two (2) or more operators are at work at the same time and one (1) operator is assigned supervisory duties, such employee shall receive one dollar and fifty cents ($1.50) per hour in addition to his/her regular compensation rate.

Section 7. Crew Supervisor

From November to April, when the Crew Supervisor at the Public Works Department works the midnight to 8:00 AM shift his/her hourly rate will increase an extra twenty-five (.25) cents per hour for night supervisory work

ARTICLE XI

HOSPITALIZATION, MEDICAL AND RELATED BENEFITS

Section 1. Hospital, Medical, and Prescription Benefit Plans

A. **Traditional Blue Plan:** The Employer agrees to provide Blue Shield of Northeastern New York Traditional Blue Plan (PPO Network) for each employee and his/her eligible dependents. Such plan shall contain a $250.00 Individual and a $500.00 Family deductible under the Major Medical portion of the plan effective January 1, 2017. Retail (30 days) prescription co-pays are $5/$20/$40. Mandatory Mail Order Maintenance Medication (90 days) prescription co-pays are $10/$40/$80.

B. **Preferred Provider Organization Plan:** The Employer agrees to also provide a Blue Shield of Northeastern New York Preferred Provider Organization Plan (PPO Network) for each employee and his/her eligible dependents. Such plan shall have a $20 Office Visit co-pay (PCP/Specialist including Chiropractic services). Retail (30 days) prescription co-pays are $5/$20/$40. Mandatory Mail Order Maintenance Medication (90 days) prescription co-pays are $10/$40/$80.

C. **Coverage - Both Plans:** Such coverage shall be available for all workers who have completed thirty (30) days of employment with the City. This coverage shall also apply to all employees and their eligible dependents where such employees retire from employment with the Employer after ten (10) years of service connected disability, or who retires for other disability reasons not of a service connected nature after fifteen (15) years of service, or who retires from service after twenty (20) years of service under the general retirement plan maintained by the City of Plattsburgh until such time as the employee is deceased.

D. **Employee Contributions - Both Plans**: New and current employees will contribute fifteen percent (15%) of the cost of the premium paid by the employer for the medical and prescription drug benefit. The cost shall be deducted on a pro-rata basis from each payroll issued to the employee.

E. **Drug and Alcohol Rider:** The Employer agrees to provide a drug and alcohol rider. The City will establish a CDL, Drug and Alcohol policy in Appendix E pursuant to the federal law and with the Agreement of Council 66/Local 788.

F. **City Healthcare Rights:**

1. The City shall have the right to change from fully insured health insurance plan (Traditional Blue) to partially Self Insured Medical and Prescription Drug Health Plan with Stop Loss Aspects.
2. The City of Plattsburgh may hire a third party Administration (TPA) and a Pharmacy Benefit Manager (PBM). These carriers would 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 TPA.
3. Upon implementation, all coverage of the current Traditional Blue Health plan will remain equal to or better except as noted above and below.
    a. Case Management and/or Pre-Certification Program: The City may implement a case management plan and/or pre-certification program with no penalty.
    b. Canadian Mail Order Plan: The City may implement a Canadian mail order drug plan with $0.00 co-pay for a 90-day supply.
    c. 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.

G. **Contribution in Retirement**: Current employees, upon retirement, if hired subsequent to May 21, 1993, shall contribute 15% of the premium toward their health insurance cost not to exceed 3% of their New York State retirement income.

Employees hired subsequent to November 15, 2013 shall contribute 15% of their health insurance premium, upon retirement with no cap in regards to their New York State retirement income.

H. **Lower Prescription Co-Pays**: If another bargaining unit negotiates lower prescription co-pay, the City will offer the same to AFSCME Council 66, Local 788.

I. **Abandonment of Self-Insurance**: If the City abandons self-insuring for any reason, the requirement to maintain insurance of equal or better shall remain as well as the reduction from a 25% contribution to a 15% contribution.

J. **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 to eligible employees and eligible dependents under the current City health plan.

K. **Medicare Eligible Retirees:** The City shall provide Medicare eligible retirees and their dependents the 'non-deductible' Senior Supplement Plan F with Prescription Plan administered by United Healthcare. Should the Senior Supplement Plan F cease to exist, the City agrees to provide an equal to or better plan at no cost to the retiree or their dependents. Article XI, Section 1J shall not apply to this provision.

Section 2. Disability Insurance Plan

A. All employees covered by this Agreement shall be covered under 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's absence beyond the seven (7) day waiting period and within the limits of his/her accumulated sick leave, the employee shall 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 Article shall become effective only if the employee files for disability benefits with the Employer, or the Disability Insurance Carrier.

Section 3. Workers' Compensation

A. Workers' Compensation benefits shall be payable whenever an employee is absent from work as a result of a personal injury caused by an accident occurring in the course of his/her employment. Employees who receive Workers' Compensation Benefits, may at the employee's option, receive a supplemental sum equal to the difference between their wages and their compensation benefits for the period of time during which accrued sick and vacation days are available.

B. Such supplemental sum shall be deducted from accrued sick leave credits or accrued vacation leave as the same may stand to the credit of an employee. An employee, however, who has sick leave or vacation to his/her credit, shall receive in full, his/her weekly pay, and the Workers' Compensation payment to which he/she is entitled shall be assigned in full by such employee to the Employer. Payment for such absence extending beyond the limit of accumulated sick leave shall be made only by the Workers' Compensation Board.

C. An employee on Workers' Compensation will continue to accrue sick leave and vacation. Holidays earned during this time will be paid to the employee upon their return to work.

Section 4. Employees Assistance Program

A. The parties jointly agree that drug and alcohol abuse is a problem which may affect an employee's job performance and the safety of him/her, other employees or the general public. To this end, the parties agree to commit themselves to programs that would assist employees suffering from these sicknesses.

B. During the period of an employee's rehabilitation the parties may agree to slide or place an affected employee into positions of lesser responsibility, providing such a vacancy exists.

C. Any employee who seeks assistance will not jeopardize his/her or her job security or promotional opportunities. No information obtained from or about an employee as a result of his/her participating in the program shall be made available to be used for any purpose, to this end the employee's right to privacy and confidentiality shall be strictly protected.

Section 5. IRS Section 125 Cafeteria Plan

A. As of January 1, 2000, the employer shall permit full-time employees in this bargaining unit to participate in the existing City of Plattsburgh IRS Section 125 "Cafeteria Plan" benefit plan. The plan will allow the participant members of this bargaining unit to enjoy the rights to: (i) use pre-tax income for the payment of premiums; and (ii) participate in a pre-tax flexible spending account.

B. Neither the Union nor its individual members shall be required to pay any costs charged by the plan provider and associated with the plan's adoption, implementation, administration, and/or termination. The Union and its individual members shall

cooperate with the employer in good faith to reduce the Employer's administrative costs and burdens that may arise by reason of the plan.

Section 6. Voluntary Dental Group Insurance

A. Each full-time employee in the bargaining unit shall be provided the opportunity to be considered for participation in the Voluntary Dental Plan offered by Blue Shield of Northeastern New York, or its equivalent. Provided, however, that the eligibility of individual employees shall be determined by the insurer, and the Employer shall have no obligation in respect of setting or seeking to set eligibility standards.

B. Each employee participating in such Voluntary Dental Plan shall contribute one hundred percent (100%) of the premium cost of such Plan, as such cost is determined by the carrier, and such withholdings for employee premium contributions shall be made by authorized payroll deduction on a pretax basis, as authorized by law.

C. The Union and its individual members shall cooperate with the Employer in good faith to reduce the Employer's administrative costs and burdens that may arise by reason of the plan.

Section 7. Health Insurance Buyout

A. 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 Article XI of this agreement, such individuals shall be eligible to receive a total payment of $1,000.00 for single coverage per calendar year or $2,500.00 for family coverage per calendar year.

B. 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 buyout must be made between December 1st and December 15th of each year in writing to the City together with evidence of other comparable health insurance coverage.

C. Payment of buyout 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.

D. Any employee wishing to be reinstated into the City's medical and health insurance plan(s) shall be permitted to do so, provided that he/she/she pay(s) to the City a pro-rated share of any buyout monies received for the year in which he/she/she reinstates. This election of health coverage-will occur during normal open enrollment periods (currently June and December) except in the case of loss of other health insurance then the election will be -at the time the loss occurs.

Section 8. Domestic Partnership

A. Agreement provides for the extension of coverage to the domestic partners of City employees in the City's health insurance programs as well as the dental/vision programs administered by the City.

B. Premium equivalent is established at twenty percent (20%) for the employee's share, and eighty percent (80%) for the City's share.

C. To determine eligibility, affidavits and documents are required to be submitted as indicated in Appendix G.

Section 9: Random and Incident-Based Drug and Alcohol Policy

This agreement provides for testing for prohibited drugs and alcohol for any AFSCME employee who drives a City-owned vehicle. Provisions of this policy are detailed in Appendix E, and include the following types of testing:

1. Pre-Employment Testing
2. Reasonable Suspicion Testing
3. Post-Accident Testing
4. Random Testing
5. Return to Duty Testing
6. Follow-Up Testing

ARTICLE XII

RETIREMENT PLAN

Membership in the NYSLRS (ERS) is mandatory for all employees who hold a full-time permanent 12-month position. Key benefits and contribution rates for ERS members in Tier 1 through Tier 6 are outlined on the NYSLRS website www.osc.state.ny.us/retire

ARTICLE XIII

REPORTING TIME

Section 1. Call Time

A. Any employee called for emergency duty in addition to or outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours pay. However, the employee shall receive premium rate of pay for time actually worked and if such employee does not work three (3) hours he/she shall receive straight time for the remaining time up to a minimum of three (3) hours. This shall not apply to hours worked by an employee who starts earlier or finishes later than his/her regular shift, where such work would overlap his/her regularly scheduled shift. This shall not apply to an employee called out for an emergency when he/she is on an established stand-by pay arrangement.

B. Management shall determine if an employee has worked sufficient hours after his/her regular shift to be sent home based upon safety considerations. However, under no circumstances shall an employee be sent home during his/her regularly scheduled shift unless mutually agreed to. In the event an employee is sent home against his/her will, he/she shall be paid for the full regular work shift from which he/she was excused.

Section 2. Premium Rate of Pay

A. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

1. Daily: All work performed in excess of eight (8) hours in any work day.
2. Weekly: All work performed in excess of forty (40) hours in any work week.
3. Before or After Regular Hours: All work performed before or after any scheduled shift.
4. Saturday work: All work performed on Saturday except as noted below and further excepting an employee who has not worked forty (40) actual hours in the previous five (5) days of his/her work week (excepting time off for holiday, vacation, paid sick leave or personal leave).

B. Double time shall be paid for all work on Sunday, except as noted in Section C below.

C. The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within their work week. These employees shall be paid time and one-half (1-1/2) for all work performed on the sixth consecutive day on the same conditions that apply to Saturday work for others in their rear work week and double time for all work performed on the seventh consecutive day in their regular work week.

D. Any employee required to work four (4) hours of overtime following his/her regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating, provided he/she will be required to return for additional overtime. A similar one-half (1/2) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

Section 3. Stand-By Time

An employee who is required to be available for call and thereby placed on stand-by upon the employer's request shall be compensated at the rate of three (3) hours straight time pay for every twenty-four (24) hour period occurring on the days Monday through Friday and shall be paid at the rate of four (4) hours pay for Saturday, Sundays and Holidays. Said pay shall be at the employee's straight time rate. If worked, stand-by time plus actual time worked shall be paid. Stand-by shall not be credited toward accumulation for premium pay.

Section 4. Distribution

A. A list shall be posted in each department in December of each year for the following year requiring those employees who desire to be considered for overtime opportunities

to affix their signature thereto. Any employee not signing said, list shall be deemed to have waived all rights to overtime opportunity or to equalization thereof as hereinafter provided.

B. Among the employees who have indicated their desire for overtime as provided in subparagraph (a) hereof, overtime work shall be distributed equally to employees working with the same job classification in their department. The distribution of overtime work shall be equalized at the end of each three (3) month period beginning on the first (1st) day of the calendar month following the effective date of this Agreement. Equalization shall occur on the next overtime opportunities.

C. On each occasion, the opportunity to work overtime shall be offered to the employee complying with the requirements of subparagraph (a) hereof, within the job classification who has the least number of overtime hours to his/her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit will be offered the assignment.

D. This procedure shall be followed until the required employees have been selected for overtime work. For the purpose of this section, time not worked because the employee was unavailable or did not choose to work will be charged as if worked the average number of overtime hours of the employee working during the call out period (three hours minimum).

E. In the event no employee voluntarily accepts the overtime, the City may direct the available employee with the least number of hours on the overtime roster within the same job classification to perform the overtime assignment.

F. No employee shall decline overtime in an emergency situation which is defined as one that will affect the health and welfare of the citizens and the efficient management of the City.

G. All employees shall be required to have a telephone and to give their telephone number to the Department Head to assure their being able to be located for emergency work.

H. Any employee who has indicated his/her availability for overtime in accordance with subparagraph (A) hereof and who excessively refuses such opportunities thereof shall be deemed to have signed such overtime list in bad faith and will after due notice warning of the consequence, be dropped from the overtime availability list.

I. If an employee is missed for an overtime opportunity, then the sole remedy is that such missed employee shall be offered a substitute overtime opportunity for the same amount of time at the same rate within seven (7) days or the employee shall-be paid for the missed overtime.

J. A record of the overtime hours worked by each employee shall be posted on their respective department bulletin boards each pay period.

K. In continuous operations, when the employer is aware, in advance, that overtime will be available due to vacation or extended sick leave the employer shall post, at least five (5)

days prior to the shift needing to be filled (or as soon as possible, if aware less than five (5) days prior), a sign-up sheet with the title needing to filled and the shift left open.

1. The sign-up sheet shall be posted at least seventy-two (72) hours (or as long as practical).
2. The overtime shall be filled by the with the lowest overtime distribution from among those who sign up and shall be given notice as soon as practicable.
3. The remainder of the provisions of Article XIII shall continue to apply.

Section 5. Compensation Time

A. Employees working approved overtime hours may, at the employee's discretion, take compensation time to a maximum of 56 hours. Such compensatory time is accrued at the applicable overtime rate for every hour worked over thirty-five (35) hours for 35-hour week employees or forty (40) hours in the work week for 40-hour week employees as the case may be. Compensatory time is available only for overtime hours worked and in no event may it be accrued at less than applicable overtime rate of pay.

B. The employee's request for use of compensatory time in lieu of overtime pay shall be subject to the approval of the Department Head or designee.

C. Employees shall be paid for unused compensatory time at the time of separation at the employee's regular hourly rate of pay or an average of the employee's last three years rates of pay, whichever is higher.

D. Employees will have the option to convert accrued compensatory time for sick leave.

1. Once a year, in December, the employee shall have the right to convert compensatory time to sick time.
2. Conversion of compensatory time to sick time may be permitted in the sole discretion of the City in the event of an emergency.

ARTICLE XIV

SENIORITY

Section 1. Definition of Seniority

A. Seniority means an employee's full-time length of service with the employer in the AFSCME bargaining unit. Any Temporary or Part-time work by such employee shall be counted towards his/her seniority date. Such time shall be computed by totaling all Temporary or Part-time hours and dividing by forty (40). This definition shall apply to all provisions of this agreement.

B. In the event federally funded employees, or temporary employees, become permanent employees with the employer, their seniority date shall be their original date of employment as a temporary or federally funded employee with the employer.

Section 2. Probationary Period

A. Probationary Terms are established based on Rule 14—Probationary Term in Civil Service Rules for Clinton County. When an employee completes his/her probationary period, he/she shall be entered on the seniority list. There shall be no seniority among probationary employees. Upon completion of the probationary period, an employee shall receive all benefits afforded to him or her by virtue of his/her seniority.

B. A temporary (but not seasonal) employee replacing a person on leave of some type or replacing a person awaiting confirmation to a permanent appointment shall, after the completion of one hundred (100) work days, receive all benefits afforded to permanent employees.

C. An employee replacing a person on leave of some type shall receive, (when their appointment becomes permanent), sick leave, vacation credits, and uniform/or clothing maintenance allowance retroactive to the date of hire.

D. The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours and other conditions of employment as set forth under Article I of this Agreement, except for discharge and discipline for other than Union activity.

Section 3. Seniority Lists

The City Chamberlain's Office shall provide to the Union on January 1st and July 1st of each year a seniority list showing the continuous service of each employee. The seniority list will show the names, job titles and date of hire on all employees in the unit entitled to seniority.

Section 4. Breaks in Continuous Service

An employee's continuous service record shall be broken by layoff, voluntary resignation, discharge for just cause, suspension and retirement. However, if an employee out of service for any of the above reasons returns to work in any capacity within one year, the break in service shall be removed from his/her record.

ARTICLE XV

WORK FORCE CHANGES

Section 1. Non-Competitive Job Openings

A. The term promotion means the advancement of an employee to a higher position or the assignment of an employee to a higher paying position.

B. When an opportunity for transfer or promotion occurs or a job opening occurs in other than a temporary situation as defined below, in any existing job classification, or as the result of the establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than seven (7) work days.

C. During the posting period, employees who wish to apply for transfer or promotion into the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to whom the notice shall direct. The employer will, if requested by the Union, make available the names of such applicants.

D. The employer shall fill such openings or vacancies from among those employees who have applied and are qualified. A selection shall be made from among the three (3) most senior applicants that meet the qualifications. When choosing from among the three, consideration will be given to the employee's ability, efficiency, work history, and other qualifications for the position as evidenced by the record and experience of the employee. Employees who do not agree with the employer's designation as to the most qualified must file a grievance beginning at the Third Step. Filing of such grievance will prohibit the appointment of any employee on a permanent basis pending the outcome of such grievance.

E. A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be furnished the President of the Union within two (2) work days of the selection, if the Union does not file a grievance as in "D" above to object to the appointing procedure within ten (10) work days, position shall become permanent.

F. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of ten (10) work days, but not to exceed sixty (60) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he/she has been selected during the trial period, then such employee shall be restored to his/her former position. Notwithstanding, the content of this section where property is endangered or employee's safety is involved, a trial employee may be removed from the job.

G. Once a job has been posted, it shall be filled within thirty (30) calendar days after notice is taken down; provided there is a qualified candidate for the position.

H. Employees wishing to transfer into posted job openings need not follow the procedures set forth in Article XV, Section 9but need only submit an application as required in the posting.

I. Job specifications for competitive and non-competitive jobs will not be changed without notification to the Union.

Section 2. Competitive Civil Service Jobs

A. Whenever a competitive job opening occurs within the scope of the Civil Service Law, then the procedures provided by the Rules and Regulations of the Civil Service Law shall prevail, except that in the absence of an established Civil Service List of eligible applicants, the selection shall be made in accordance with the procedures set forth in Section I of this article.

B. All job openings that may be offered on a promotional basis shall be offered on such basis. All employees who meet Civil Service criteria for such positions shall be permitted to take the examination regardless of whether or not the employee works in the department which has the vacancy to be filled. No employee will be prohibited from taking an examination for a promotion exam based on the fact that the employee does not work in that department, i.e. no exam shall be posted limiting entrance to such exam to qualified intradepartmental employees.

Section 3. Temporary Job Openings

A. Temporary job openings are defined as job vacancies that periodically develop in any job classification because of employee absence or special projects. Job openings that recur on a regular basis excluding seasonal shall not be considered temporary job openings.

B. Temporary job openings shall be filled by employer assignment or reassignment based upon seniority and qualifications. Temporary assignment or reassignment to a higher classification shall be on the basis of qualification and seniority. Temporary assignment to a lower or equal classification shall be on the basis of qualification and inverse seniority. Temporary assignments to a higher classification shall be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions. To the extent possible and practicable, temporary job openings at higher than entrance level jobs will be filled by existing employees, provided they are qualified to do the job before such opportunities are offered to new employees.

C. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher if they perform such duties for more than one hour and for all hours actually worked in the higher classification.

D. Once a temporary job opening for a special project has been posted, it shall be filled within thirty (30) days from the date of posting unless the project has been canceled due to a lack of funds. In either case, the Union President shall receive notice in writing.

E. Employees who work regularly in a higher rated title for one year or more shall be promoted to such higher title. A committee of two (2) Management and two (2) Union representatives shall be formed to review such upgrading's. An employee must be paid the higher rate to be considered for such upgrading. If the committee determines that an employee should or should not be upgraded, that decision is final and is not to be grieved. When the committee cannot agree on whether an employee should be upgraded or not, the employee may file a grievance within ten (10) days of notice of such committee finding.

Section 4. Demotions

A. The term demotion means the involuntary reassignment of an employee from a position in one job classification to a lower paying position 'in the same job classification or in another job classification.

B. Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he/she will take, the demotion or the layoff.

C. No demotion shall be made for disciplinary reasons.

D. An employee who is relegated back to his/her previous job from a higher classification to which he/she was provisionally appointed because of his/her inability to prove to the Employer that he/she was able to fulfill the standards of the job, or pass a Civil Service examination required for permanent appointment to that job, or who voluntarily relinquishes such job, shall not be considered as demoted.

Section 5. Layoff: Non-Competitive and Labor Class Only

A. In the event it becomes necessary to lay-off employees for any reason, employees shall be laid off in the inverse order of their seniority after temporary and probationary employees have been laid off first and subject only to the Veterans Law of New York State.

B. The employer shall forward a list of those employees being laid off to the Local Union President, or in his/her absence, to an available Union Officer, on the same date that the notices are issued to the employees.

C. Employees to be laid off will have at least seven (7) calendar days' notice of layoff.

D. Notwithstanding their positions on the seniority list, the Local Union President, Past President; Vice President, Secretary, Secretary-Treasurer, and the Union Stewards shall, in the event of layoff, be continued to work so long as they are qualified to perform the work available. The subsection shall apply to a maximum of fifteen (15) employees. The parties shall be bound by written notification of Council 66 as to the fifteen (15) appropriate Union officials.

Section 6. Layoff: Competitive Class

Layoff rules for the competitive class (including suspension, vertical bumping, and retreat) are governed by Rule 25 of the Civil Service Rules for Clinton County. If the competitive class employee requests, in writing, to be placed in the non-competitive or labor class, the employee may exercise his/her rights under section '7'.

Section 7. Bumping: Non-Competitive and Labor Class Only

A. When an employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her seniority right to bump, or replace an employee with less seniority. Such employee may, if he/she so desires, bump any employee in an equal or lower job classification for which he/she may be qualified with a minimum of on-the-job training, providing the bumping employee has a greater seniority standing than the employee whom he/she bumps. Equal or lower classification shall be determined by their arrangement in Appendix A.

B. Bumping Status: Employees receiving increased wages pursuant to the provisions of Article X, Section 1, Paragraph B shall not enjoy any increased bumping rights based on such increased wages.

Section 8. Recall: Non-Competitive and Labor Class Only

A. When the working force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail by the Employer. If any employee fails to report for work within five (5) days from the date of mailing of notice of recall he/she shall be considered a quit. Recall rights for an employee shall expire one (1) year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee ·at his/her last known address by registered or certified mail.

B. No new employees shall be hired in a classification where employees are laid off until all physically able employees on layoff status within that classification desiring to return to work have been recalled.

C. Recalls shall be made available to an employee who has been laid off in any classification if at the entrance level.

Section 9. Consolidation of Jobs

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more Jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights under Section 6 of this Article to a position for which he/she/she may be qualified with a minimum of on the job training, subject to Civil Service Laws and Rules.

Section 10. Transfer by Employees

A. Employees desiring to transfer to other jobs in their classification shall apply in writing to their Department Head. The application shall state the reason for the requested transfer.

B. Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classification on the basis of seniority, provided a vacancy exists and they are qualified to do the available work.

C. Before the transfer is completed there must be approval of the Department Head that the employee is leaving and the Department Head that the employee is being transferred to, which shall not be unreasonably withheld. In addition, there shall be a new probationary period of sixteen (16) weeks for such transferred employee.

Section 11. Shift Preference

Shift preference will be granted where applicable on the basis of seniority and ability to perform the work with the same classification where a vacancy exists.

Section 12. Transfer of Employees by the Employer

A. While it is generally the practice of the employer to work employees within their job classification and within the department to which they are assigned, it sometimes becomes necessary, in order to fulfill its obligations to the citizens of the City, for the Employer to assign employees to work tasks traditionally and customarily performed by employees of other job classifications or in other departments.

B. Such assignments of employees in the higher skilled classification shall be made only as the result of compelling need. Assignments, however, of the lower skilled classifications, or so called entrance classifications, will be made by the employer from time to time in order to provide the City more flexibility and efficiency in the utilization of the work force.

Section 13. Notification of Vacancies and Exams

The City shall notify the Union in writing, by US mail, within three (3) business days of the following:

1. The occurrence of a vacancy in any position, even where there is an eligible list from which such vacancy must be filled.
2. A copy of all postings for of job openings:
3. A copy of all civil service notification of examination.
4. The identity of City employees who have applied for any position in the City service and the City employee or employees selected for the positions.
5. Notification of any position with respect to which the hours are increased from less than twenty-five (25) hours to twenty-five (25) hours or more each week.

ARTICLE XVI

DISCIPLINE AND DISCHARGES

Section 1. Exercise of Rights

It is understood and agreed between the parties that all employees covered by this Agreement shall have the right to Union representation in disciplinary matters. It is further understood and agreed that the policy of corrective disciplinary action shall be followed when imposing discipline on an employee; That is, that discipline is designated to correct and not to simply punish an employee's behavior. To that end, the following procedure is agreed to:

A. Unless otherwise agreed to by the parties, the following steps shall be followed in this order except in cases where an employee's continued presence on the job will constitute a clear danger to him/herself or other employees' health or safety, or the conduct of the employee on the job constitutes a crime.

Step I	Oral Reprimand
Step II	Written Reprimand
Step III	Suspension (notice to be given in writing)
Step IV	Discharge

B. Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. When any action or measure is imposed on or is pending against an employee, then the Employer shall notify the employee, the Union President, and the Union Steward in writing of the charges immediately upon such disciplinary action being taken.

C. The disciplined employee upon request will be allowed to discuss his/her discharge or discipline with his/her Steward or other authorized representative of the Union, and the Employer will make available an area where he/she may do so before he/she is required to leave the premises.

D. The employee shall have a right to be represented by the Union Steward upon request.

Section 2. Disputes as to Discipline and Discharge

A. Should the Employer feel there is just cause for a disciplinary action or discharge and such action is taken, within seven (7) work days of the receipt of such notification, the Union may process the disciplinary action on discharge as a grievance matter at the third (3rd) step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union.

B. Any hearing provided for shall be accomplished through the arbitration procedure set forth in the grievance procedure of this Agreement with the cost being equally shared by the City and the Union.

Section 3. Private Hearings

Upon application by the Union, an arbitrator in a discipline case shall have the authority to direct that the arbitration shall be held in private.

Section 4. Reinstatement

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

Section 5. Procedures Discipline and Discharge

The penalty proposed in disciplinary Steps III and IV shall not be implemented until the Employee or the Union:

1. Fails to file a disciplinary grievance within seven (7) work days or;
2. Having filed a grievance fails to file a timely appeal for arbitration or;
3. Having appealed to arbitration until and to the extent that is upheld by the arbitrator;
4. Until the matter is settled.

ARTICLE XVII

SETTLEMENT OF DISPUTES

Section 1. Grievance Steps

A grievance which arises between the parties involving the application or interpretation of this Agreement will be resolved in the following manner:

Step 1
The Union Steward with, or the Union Steward without, the employee shall file in writing and take up the grievance with the employee's Department Head within five (5) work days of its occurrence. If at that time, the Steward is unaware of the grievance, he/she shall take it up within five (5) work days of his/her knowledge of its occurrence. However, in no event shall a grievance of more than sixty (60) work days old from date of occurrence be processed. The Department Head shall then attempt to adjust the matter and shall respond in writing to the Steward within five (5) working days.

Step 2

If the grievance has not been settled, it shall be presented by the Union President or, his/her designee and/or other authorized representative of the Union to the Mayor with a copy to the Department Head in writing within five (5) work days after the response of the Department Head is due. The Mayor or his/her designee shall respond in writing to the Union President, within ten (10) working days.

Step 3
If the grievance is still unsettled, the Union may, within fifteen (15) work days after the reply of the Mayor or his/her designee is due, by written notice to the other, request arbitration.

Section 2. Grievance Waived

Any grievance not processed within the time provisions of this Article or within the time Limits as may be mutually agreed to be extended, shall be deemed to have been satisfactorily resolved and thereby waived.

Section 3. Grievance Procedure

A. Within the time limitations appearing at Section l, Step 3, the New York State Public Employment Relations Board shall be requested by either party to provide a panel of arbitrators in accordance with its rules of procedure.

B. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding.

C. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this Agreement, nor have any power to rule on the legality or illegality of any provisions of this Agreement.

D. Expenses for the arbitrator's services and the proceedings shall be borne by the party against whom the decision is rendered. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires a stenographic record of the proceedings, it may cause such a record to be made and such party shall pay for the record. If both parties desire a stenographic record, they shall bear the costs equally.

Section 4. Stewards and Grievance Committee

A. Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of employees selected as Stewards, and the names of other Union Officers and representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

B. There shall be six (6) and one alternate Stewards each representing employees in one of the following departments or locations:

1. Public Works Department (1 steward and 1 alternate steward)
2. Recreation (1 steward)
3. Water Pollution Control Plant (1 steward)
4. City Hall (1 steward)
5. Police (1 steward)
6. Finance (1 steward)

C. An Alternate Steward shall act only in the absence of a Steward. Alternative Stewards shall be exempt from the normal seniority rules for layoff purposes only.

D. Grievance Committee meetings, with the Employer, shall be held during working hours, on the Employer's premises, and without the loss of time or pay. This in no way alters the present practice.

E. Attendance by members of Union Grievance Committee at Arbitration Hearings or at PERB Conferences or Hearings on City of Plattsburgh related matters shall be without loss of time or pay. Union will notify the employer a minimum of ten (10) days prior to such event whenever possible.

F. Union Officers Leave;

1. In the event hearings or collective bargaining negotiations requiring the out of town presence of a Union Officer or Steward are scheduled to commence on the morning following the conclusion of the midnight to 8:00 a.m. scheduled work shift of the officer or steward whose presence is required, the officer or steward shall not be required to work his/her shift preceding the hearing or negotiation session and shall be paid for the time not worked.

2. With respect to hearings or negotiations taking place in Plattsburgh in the morning following the conclusion of the midnight to 8;00 a.m. scheduled work shift, the officer or steward shall, upon request; be granted paid leave of up to the last four hours of his/her shift prior to the commencement of such hearings or negotiation.

Section 5. Processing Grievances

Stewards may use a reasonable time to investigate and process grievances during working hours without loss of pay, provided that such Steward's immediate supervisor is notified; that he/she is leaving his/her place of employment for such purpose, that his/her destination is disclosed, and that his/her absence will not unduly interfere with work to be performed.

Section 6. Labor – Management Conferences

Conferences between representatives of the Employer and representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties,

will be arranged between the parties upon request of either party. Arrangements for such meetings, shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

Section 7. Safety

A. All employees will participate in safety programs organized by the Employer, wear protective clothing and use protective equipment and devices provided by the Employer.

B. Willful violation of safety rules will be cause for disciplinary action.

C. Management, Union Representatives or any employee who observes a violation of safety, shall report this infraction to the supervisory people immediately.

D. The Employer shall not place any employee by reason of assignment or reassignment in a position that would cause that employee or any other employee to be left in an unsafe working environment. Conversely, no employee shall place him/herself or herself or a fellow employee in an unsafe environment, by any action on his/her part.

E. Safety procedures shall be established in each work station or department.

ARTICLE XVIII

STRIKES AND LOCKOUTS

Section 1. Lockouts

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Section 2. Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE XIX

CONTRACTING – SUBCONTRACTING

A. The Union recognizes that the City has in the past contracted and subcontracted certain work and services for and on behalf of the City and it agrees not to interfere with or make complaint with such practice.

B. With respect to contracting or subcontracting of work or services not previously contracted or subcontracted by the City, in such cases where the Union asserts that the contracting or subcontracting would have an impact on the unit by displacing a unit employee, then in such event the City agrees to meet with the Union. with

ARTICLE XX

GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, religion, marital status, race, color, creed, national origin, sexual orientation, military status, transgender status, disability, pre-disposing genetic characteristics, domestic violence victim status, or political affiliation..

B. The Employer and the Union agree not to interfere with the rights of the employees to become or refrain from becoming members of the Union, and the Employer and the Union agree that there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives and by the Union or its representatives against any employee because of Union membership or non-membership. The Employer will similarly not interfere with the exercise of a legally or contractually permitted activity by an employee in an official capacity on behalf of the Union.

Section 2. Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, appropriate Union representatives who are employees shall be allowed to:

1. Post Union Notices (by the Steward); and
2. Attend negotiating meetings (Union Committee) not to exceed six (6) employees.

Section 3. Work Rules

A. New work rules shall be first discussed in special conference, reproduced and posted for five (5) days prior before they shall become effective.

B. All work rules that appear in other sections of this Agreement shall be uniformly applied and enforced. Discriminatory application shall be subject to the grievance procedure.

Section 4. Uniform and Protective Clothing

A. The Employer shall provide necessary rain gear to protect those who require the same from the inclement weather

B. The Employer will continue the past practice of quarter-mastering the Parking Enforcement Officers uniform service. The parking enforcement officer and the assistant parking enforcement officer shall receive a $300.00 clothing maintenance allowance on July 1st of each year of this contract.

C. The employer shall provide to full-time eligible employees (other than clerical) at no cost to the employee one pair of work shoes or work boots per contract year not to exceed $100.00. The City will select the vendor.

Section 5. Part-Time, Temporary, and Seasonal Employees

A. Part-time employees employed on a regular year round basis, twenty-five (25) hours or more each week, but less than the normal work week, shall be entitled to receive all benefits provided to all full time employees covered by this Agreement with the exception of sick leave and vacation credits which shall be on a pro-rata basis.

B. When necessary, temporary or seasonal employees may be hired. Rule 16 of Civil Service Rules for Clinton County will govern temporary appointments for the competitive class and for 'other than competitive class' employees. Temporary employees shall not be entitled to receive any benefits provided by this Agreement nor shall they be paid rates in excess of those provided by this Agreement.

Section 6. Disabled Employees and Jobs Dangerous to Health

The Employer shall make reasonable effort to place employees who through physical sensitivity, or otherwise, become partially disabled on their present jobs, in work which in the judgment of the Employer they are able to perform. Employees shall submit a doctor's certificate to the Employer, indicating the period of partial disability and employee's ability to work.

Section 7. Physical Examinations

A. The City shall provide to all employees working in areas requiring exposure to high chemical and/or high bacteria count with a complete physical examination. A complete physical examination shall also be given to new employees as they are hired.

B. The employees who are eligible to participate in this program shall be determined jointly with the Union and shall generally be confined to the Water and Pollution Plant Operations.

C. Complete health records shall be kept, by the Employer, in a confidential and secure manner.

D. After the initial examinations have been given, testing will be developed to monitor the ongoing health of the employees. Such ongoing tests shall also be provided at no cost to the employee.

Section 8. Availability of Agreement

Employer shall provide copies of this Agreement to all employees in the bargaining units and all new employees as they are hired. The cost of printing the Agreement shall be shared equally with the Union. The Union shall have the opportunity to review cost estimates of printing of a reasonable number of copies.

Section 9. Car Allowance

Employees required to drive their private vehicles shall be reimbursed at the applicable IRS rate. Any changes in the IRS rate shall be applied prospectively on the January 1st after the announced change.

Section 10. Safety and VDT Glasses

A. An allowance of forty ($40.00) dollars shall be provided to wearers of prescription glasses who are required to wear safety glasses. Employees who actually use video display terminals (VDT) at least fifty percent (50%) of their working time will be entitled to a special VDT Eye Care program which will include annual testing and one (1) pair of specially designed VDT glasses (if needed) every 2 (2) years.

B. This benefit will be provided by the City through the Davis Vision Plan at the designer level of benefit at a cost not to exceed one hundred forty dollars ($140.00) per eligible employee biannually.

Section 11. Reduce Admin Burdens/Promote of Efficient Operations

A. During the term of this Agreement, upon the request of either the Employer or the Union, representatives of the Employer, three (3) representatives of the union shall meet to discuss ways in which the administrative burdens associated with this agreement may be reduced and/or the efficiency of City operations and improvements in working conditions may be promoted.

B. The parties pledge themselves to act in good faith and to actively work to reduce and/or eliminate such burdens. Arrangements for such meetings shall be made in advance, and shall be held at such reasonable hours as may be mutually agreed upon by the parties. Employees representing the Union at such meetings shall suffer no loss of time or pay when such meetings fall within their regularly scheduled working hours.

C. Nothing in this Agreement shall require that, except by mutual agreement, they be required to meet more than once each calendar quarter pursuant to the request of a party (i.e.: each party may request one (1) meeting each quarter at which the other is required to attend, and thereafter if that party seeks to require a second meeting in the calendar quarter it shall only be by mutual agreement). The un-adjourned continuation of a meeting shall not be counted as a separate meeting.

Section 12. Employee Contact Numbers

A. Employees shall have the option of providing the City, with cell phone numbers, which the City shall retain in its records. If an employee's cell phone number has been provided, it shall be called (as the primary or secondary number, as designated by the employee) in all instances where the City seeks to contact the employee.

B. Provided, however, that nothing in this Section requires any employee to provide the City with his/her/her cellphone number, and there shall be no penalty for an employee's not providing his/her/her cell phone number. The employee shall also be required to provide a home phone number if one exists. Employee must provide the City with at least one valid phone number which shall be updated as needed to be able to be reached by the City.

ARTICLE XXI

SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful by any court of competent jurisdiction, such order or judgment shall only apply to the specific Article, Section, or portion thereof directly specified in the order or judgment. Upon issuance of such order for judgment, the parties agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXII

MANAGEMENT'S RIGHTS

Section 1. Rights Reserved Except as Contracted Away

The Employer reserves the exclusive right to manage the business of the City of Plattsburgh, and to direct the employees in the discharge of their duties. The right to manage and direct the employees including the right to hire, suspend or discharge for proper cause, the apportionment of the working force and the right to control the City's property. In the exercise of these rights, the Employer shall observe and be bound by all the provisions of this Agreement.

Section 2. Definition of Positions

It is understood by the Parties that incidental tasks related to the regular duties of a position are not always specifically enumerated in a job description. Nevertheless, it is intended that these incidental tasks shall be performed by the Employee as required.

ARTICLE XXIII

TERMINATION AND MODIFICATION

A. This agreement shall be effective as of the execution date hereof with respect to working conditions contained therein. It shall be effective as of July 1, 2004 with respect to retroactive pay in accordance with other provisions herein elsewhere contained. Except as herein provided, it shall remain in full force and effect until the 30th day of June, 2009.

B. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given negotiations shall begin no later than one hundred fifty (150) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

C. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent to the Union, to the Local Union Secretary, and to the Employer, addressed to the Mayor and Common Council, City Hall, Plattsburgh, New York, or to any such address as the Union or the Employer may make available to each other.

ARTICLE XXIV

COMPLETE AGREEMENT (ZIPPER CLAUSE)

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

B. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with regard to any subject or matter referred to or covered in this Agreement, or with. respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. This is the Complete Agreement between the parties and there are no other Agreements expressed or implied.

D. By mutual consent, the parties may meet for the purpose of negotiating a supplemental Agreement. A refusal to consent shall not be subject to any grievance procedure contained in this Agreement.

SIGNATURE PAGE

In Witness Whereof, The Parties Set Their Hands as of this _____Day of _____, 2018

~~For the City of Plattsburgh New York~~ Employees' Local 788, Council 66, American Federation of State, County and Municipal Employees

_____
Jason Keable, President

_____
John McPhillips, Council 66 Representative

For the City of Plattsburgh, New York

_____
Colin Read, Mayor

_____
Brian Kremer, City Attorney

APPENDIX A - Wage Schedule A

APPENDIX "A"
EMPLOYEES NON-CONTRIBUTING TO HEALTH INSURANCE

TITLE	EFFECTIVE 7/1/2012 1.50%	EFFECTIVE 7/1/2013 1.50%	EFFECTIVE 7/1/2014 1.50%	EFFECTIVE MOA	EFFECTIVE 7/1/2015 2.00%	EFFECTIVE 7/1/2016 2.00%	EFFECTIVE 7/1/2017 1.50%
Accountant	$ 29.61	$ 30.06	$ 30.51		$ 31.12	$ 31.74	$ 32.21
letwork Engineer	$ 28.48	$ 28.90	$ 29.34		$ 29.93	$ 30.53	$ 30.99
Account System Supervisor	$ 28.49	$ 28.92	$ 29.34		$ 29.93	$ 30.53	$ 30.99
:lectrical Repairman	$ 28.45	$ 28.87	$ 29.31		$ 29.89	$ 30.49	$ 30.95
'rincipal Account Clerk (City Chamberlain)	$ 26.26	$ 26.65	$ 27.05		$ 27.59	$ 28.14	$ 28.57
)rafts Person II	$ 25.70	$ 26.09	$ 26.48		$ 27.01	$ 27.55	$ 27.96
Vater Maintenance Supervisor	$ 25.60	$ 25.98	$ 26.37		$ 26.90	$ 27.44	$ 27.85
Principal Clerk	$ 25.24	$ 25.62	$ 26.01		$ 26.53	$ 27.06	$ 27.46
Senior Account Clerk	$ 24.93	$ 25.30	$ 25.68		$ 26.19	$ 26.72	$ 27.12
Senior Stenographer	$ 23.90	$ 24.26	$ 24.63		$ 25.12	$ 25.62	$ 26.00
Bookkeeper	$ 23.71	$ 24.07	$ 24.43		$ 24.92	$ 25.42	$ 25.80
Payroll Clerk/Cashier	$ 23.71	$ 24.07	$ 24.43		$ 24.92	$ 25.42	$ 25.80
Senior Payroll/Personnel Associate	$ -	$ 24.07	$ 24.43	7/1/2013	$ 24.92	$ 25.42	$ 25.80
Housing Code Inspector	$ 23.63	$ 23.98	$ 24.34		$ 24.83	$ 25.33	$ 25.71
Crew Supervisor	$ 22.51	$ 22.85	$ 24.19	1/2/2015	$ 24.67	$ 25.17	$ 25.54
Engineering Aide	$ 23.37	$ 23.72	$ 24.08		$ 24.56	$ 25.05	$ 25.43
Real Property Tax Service Assistant	$ 23.37	$ 23.72	$ 24.07		$ 24.55	$ 25.04	$ 25.42
Rehibilitation Specialist	$ 23.00	$ 23.35	$ 23.70		$ 24.17	$ 24.65	$ 25.02
Microcomputer Coordinator	$ 22.97	$ 23.31	$ 23.66		$ 24.14	$ 24.62	$ 24.99
Recreation Activity Specialist V (PTE)(1-4 hrs)	$ -	$ -	$ -	5/4/2016	$ 24.00	$ 24.48	$ 24.85
#Wastewater Treatment Plant Operator	$ 21.69	$ 22.02	$ 23.35	11/21/2014	$ 23.82	$ 24.29	$ 24.66
#Water Treatment Plant Operator	$ 21.69	$ 22.02	$ 23.35	11/21/2014	$ 23.82	$ 24.29	$ 24.66
Street Const. & Maint. Supervisor	$ 22.29	$ 22.63	$ 22.96		$ 23.42	$ 23.89	$ 24.25
Vater Meter Supervisor	$ 22.29	$ 22.63	$ 22.96		$ 23.42	$ 23.89	$ 24.25
Municipal Code Inspector	$ 22.27	$ 22.61	$ 22.95		$ 23.41	$ 23.88	$ 24.24
Senior Auto Mechanic	$ 22.07	$ 22.40	$ 22.73		$ 23.19	$ 23.65	$ 24.01
'W Maintenance Worker II	$ 21.96	$ 22.29	$ 22.63		$ 23.08	$ 23.54	$ 23.89
Vater Meter Maintainer	$ 21.96	$ 22.29	$ 22.63		$ 23.08	$ 23.54	$ 23.89
Motor Equipment Operator III	$ 21.96	$ 22.29	$ 22.63	6/26/2015	$ 23.08	$ 23.54	$ 23.89
Cashier	$ 21.91	$ 22.24	$ 22.58		$ 23.03	$ 23.49	$ 23.84
Senior Clerk	$ 21.91	$ 22.24	$ 22.58		$ 23.03	$ 23.49	$ 23.84
Senior Typist	$ 21.91	$ 22.24	$ 22.58		$ 23.03	$ 23.49	$ 23.84
Recreation Activity Specialist IV (PTE)(1-4 hrs)	$ -	$ -	$ -	5/4/2016	$ 23.00	$ 23.46	$ 23.81
Recreation Activity Specialist V (PTE)(5-10 hrs)	$ -	$ -	$ -	5/4/2016	$ 23.00	$ 23.46	$ 23.81
Billing Machine Operator	$ 21.73	$ 22.05	$ 22.38		$ 22.83	$ 23.29	$ 23.64
#Wastewater Treatment Plant Maint. Supervisor	$ 21.69	$ 22.02	$ 22.35		$ 22.79	$ 23.25	$ 23.60
Account Clerk	$ 21.42	$ 21.74	$ 22.07		$ 22.51	$ 22.96	$ 23.30
Vater & Wastewater Maintenance Worker II	$ 21.09	$ 21.41	$ 21.73		$ 22.16	$ 22.61	$ 22.94
Assistant Cashier	$ 21.08	$ 21.39	$ 21.72		$ 22.15	$ 22.59	$ 22.93
Stenographer	$ 21.08	$ 21.39	$ 21.72		$ 22.15	$ 22.59	$ 22.93
Recreation Activity Specialist V (FTE)	$ -	$ -	$ -	5/4/2016	$ 22.00	$ 22.44	$ 22.78
Recreation Activity Specialist III (PTE)(1-4 hrs)	$ -	$ -	$ -	5/4/2016	$ 22.00	$ 22.44	$ 22.78
Recreation Activity Specialist V (PTE)(11-24 hrs)	$ -	$ -	$ -	5/4/2016	$ 22.00	$ 22.44	$ 22.78
'WasteWater Treatment Plant Maintenance Worker II	$ 20.89	$ 21.20	$ 21.52		$ 21.95	$ 22.39	$ 22.73
Masonary Supervisor	$ 20.89	$ 21.20	$ 21.52		$ 21.95	$ 22.39	$ 22.73
Velder Mechanic	$ 20.89	$ 21.20	$ 21.52		$ 21.95	$ 22.39	$ 22.73
Vastewater Treatment Plant Operator Trainee II	$ 20.86	$ 21.17	$ 21.49		$ 21.92	$ 22.36	$ 22.70
Automotive Mechanic	$ 20.84	$ 21.16	$ 21.47		$ 21.90	$ 22.34	$ 22.68
Sr Building Maintenance Worker	$ 20.71	$ 21.03	$ 21.34		$ 21.76	$ 22.20	$ 22.53
Automotive Mechanic Helper	$ 20.48	$ 20.79	$ 21.10		$ 21.52	$ 21.95	$ 22.28
'Wastewater Treatment Plant Operator Trainee	$ 20.03	$ 20.33	$ 20.64		$ 21.05	$ 21.47	$ 21.79

APPENDIX "A"
EMPLOYEES NON-CONTRIBUTING TO HEALTH INSURANCE

TITLE	EFFECTIVE 7/1/2012	EFFECTIVE 7/1/2013	EFFECTIVE 7/1/2014	EFFECTIVE MOA	EFFECTIVE 7/1/2015	EFFECTIVE 7/1/2016	EFFECTIVE 7/1/2017
#Water Treatment Plant Operator Trainee	$ 20.03	$ 20.33	$ 20.64		$ 21.05	$ 21.47	$ 21.79
Motor Equipment Operator I	$ 20.03	$ 20.33	$ 20.64		$ 21.05	$ 21.47	$ 21.79
Recreation Activity Specialist II (PTE)(1-4 hrs)	$ -	$ -	$ -	5/4/2016	$ 21.00	$ 21.42	$ 21.74
Recreation Activity Specialist IV (PTE)(5-10 hrs)	$ -	$ -	$ -	5/4/2016	$ 21.00	$ 21.42	$ 21.74
*Meter Reader	$ 19.84	$ 20.14	$ 20.44		$ 20.85	$ 21.27	$ 21.59
*#Laboratory Technician	$ 19.67	$ 19.96	$ 20.26		$ 20.67	$ 21.08	$ 21.40
*Typist	$ 19.55	$ 19.85	$ 20.15		$ 20.55	$ 20.97	$ 21.28
Groundskeeper	$ 19.43	$ 19.72	$ 20.02		$ 20.42	$ 20.83	$ 21.14
Street Maintenance Worker II	$ 19.43	$ 19.72	$ 20.02		$ 20.42	$ 20.83	$ 21.14
*#Storekeeper	$ 19.27	$ 19.56	$ 19.85		$ 20.24	$ 20.65	$ 20.96
Recreation Activity Specialist IV (FTE)	$ -	$ -	$ -	5/4/2016	$ 20.00	$ 20.40	$ 20.71
Recreation Activity Specialist I (PTE)(1-4 hrs)	$ -	$ -	$ -	5/4/2016	$ 20.00	$ 20.40	$ 20.71
Recreation Activity Specialist IV (PTE)(11-24 hrs)	$ -	$ -	$ -	5/4/2016	$ 20.00	$ 20.40	$ 20.71
*Draftsperson	$ 18.97	$ 19.26	$ 19.55		$ 19.94	$ 20.34	$ 20.64
Wastewater Treatment Plant Maintenance Worker I	$ 18.74	$ 19.02	$ 19.30		$ 19.69	$ 20.08	$ 20.38
#Building Maintenance Worker	$ 18.65	$ 18.93	$ 19.22		$ 19.60	$ 19.99	$ 20.29
#Recreation Maintenance Worker	$ 18.65	$ 18.93	$ 19.22		$ 19.60	$ 19.99	$ 20.29
Clerk-Typist	$ 18.65	$ 18.93	$ 19.22		$ 19.60	$ 19.99	$ 20.29
*Parking Enforcement Officer	$ 18.61	$ 18.89	$ 19.17		$ 19.55	$ 19.94	$ 20.24
Janitor	$ 18.45	$ 18.73	$ 19.01		$ 19.39	$ 19.78	$ 20.08
Insurance Analyst	$ 18.17	$ 18.44	$ 18.72		$ 19.10	$ 19.48	$ 19.77
Recreation Activity Specialist III (PTE)(5-10 hrs)	$ -	$ -	$ -	5/4/2016	$ 19.00	$ 19.38	$ 19.67
*W Maintenance Worker I	$ 17.28	$ 17.54	$ 17.80		$ 18.16	$ 18.52	$ 18.80
Data Collector	$ 17.27	$ 17.52	$ 17.79		$ 18.14	$ 18.51	$ 18.78
Recreation Activity Specialist III (FTE)	$ 16.10	$ 16.34	$ 16.58	5/4/2016	$ 18.00	$ 18.36	$ 18.64
Recreation Activity Specialist II (PTE)(5-10 hrs)	$ -	$ -	$ -	5/4/2016	$ 18.00	$ 18.36	$ 18.64
Recreation Activity Specialist III (PTE)(11-24 hrs)	$ -	$ -	$ -	5/4/2016	$ 18.00	$ 18.36	$ 18.64
Street Maintenance Worker I	$ 16.41	$ 16.65	$ 16.90		$ 17.24	$ 17.58	$ 17.85
Water & Wastewater Maintenance Worker I	$ 16.41	$ 16.65	$ 16.90		$ 17.24	$ 17.58	$ 17.85
Cleaner	$ 16.25	$ 16.50	$ 16.74		$ 17.08	$ 17.42	$ 17.68
Recreation Activity Specialist I (PTE)(5-10 hrs)	$ -	$ -	$ -	5/4/2016	$ 17.00	$ 17.34	$ 17.60
Recreation Activity Specialist II (PTE)(11-24 hrs)	$ -	$ -	$ -	5/4/2016	$ 17.00	$ 17.34	$ 17.60
Recreation Program Coordinator	$ 16.02	$ 16.26	$ 16.49	7/1/2012	$ 16.82	$ 17.16	$ 17.42
Recreation Activity Specialist II (FTE)	$ 15.10	$ 15.33	$ 15.53	5/4/2016	$ 15.84	$ 16.16	$ 16.40
Records Inventory Planning Clerk	$ -	$ -	$ 15.00	7/9/2014	$ 15.30	$ 15.61	$ 15.84
Recreation Activity Specialist I (PTE)(11-24 hrs)	$ -	$ -	$ -	5/4/2016	$ 15.00	$ 15.30	$ 15.53
Recreation Activity Specialist I (FTE)	$ 14.11	$ 14.32	$ 14.53	5/4/2016	$ 14.83	$ 15.12	$ 15.35
Laborer	$ 14.07	$ 14.28	$ 14.49		$ 14.78	$ 15.08	$ 15.30
Recreation Attendant	$ 14.07	$ 14.28	$ 14.49		$ 14.78	$ 15.08	$ 15.30
Clerk	$ 12.96	$ 13.15	$ 13.35		$ 13.62	$ 13.89	$ 14.10
Parking Enforcement Assistant	$ 12.92	$ 13.12	$ 13.31		$ 13.58	$ 13.85	$ 14.06
Building Maintenance Helper	$ 12.92	$ 13.12	$ 13.31		$ 13.58	$ 13.85	$ 14.06
Recreation Assistant (FTE)	$ -	$ -	$ 12.50	6/15/2015	$ 12.75	$ 13.01	$ 13.20
Laborer (Seasonal)	$ 11.96	$ 12.14	$ 12.32		$ 12.57	$ 12.82	$ 13.01

Competative Classification

Continuous Operation Classification

Revision Date: 7/15/2016

APPENDIX B - Wage Schedule B

APPENDIX "B"
EMPLOYEES CONTRIBUTING TO HEALTH INSURANCE

TITLE	EFFECTIVE 7/1/2012 1.50%	EFFECTIVE 7/1/2013 1.50%	EFFECTIVE 7/1/2014 1.50%	Effective MOA	EFFECTIVE 7/1/2015 2.00%	EFFECTIVE 7/1/2016 2.00%	EFFECTIVE 7/1/2017 1.50%
*Accountant	$ 30.18	$ 30.63	$ 31.09		$ 31.71	$ 32.34	$ 32.83
Network Engineer	$ 29.05	$ 29.48	$ 29.93		$ 30.52	$ 31.13	$ 31.60
*Account System Supervisor	$ 29.05	$ 29.48	$ 29.93		$ 30.52	$ 31.13	$ 31.60
Electrical Repairman	$ 29.02	$ 29.46	$ 29.90		$ 30.50	$ 31.11	$ 31.57
Principal Account Clerk (City Chamberlain)	$ 26.79	$ 27.19	$ 27.60		$ 28.15	$ 28.71	$ 29.14
Drafts Person II	$ 26.16	$ 26.56	$ 26.95		$ 27.49	$ 28.04	$ 28.46
Water Maintenance Supervisor	$ 26.09	$ 26.48	$ 26.88		$ 27.42	$ 27.97	$ 28.39
*Principal Clerk	$ 25.77	$ 26.16	$ 26.55		$ 27.08	$ 27.63	$ 28.04
*Senior Account Clerk	$ 25.40	$ 25.78	$ 26.17		$ 26.69	$ 27.22	$ 27.63
*Senior Stenographer	$ 24.37	$ 24.74	$ 25.11		$ 25.61	$ 26.13	$ 26.52
*Bookkeeper	$ 24.17	$ 24.54	$ 24.90		$ 25.40	$ 25.91	$ 26.30
*Payroll Clerk/Cashier	$ 24.17	$ 24.54	$ 24.90		$ 25.40	$ 25.91	$ 26.30
*Senior Payroll/Personnel Associate	$ -	$ 24.54	$ 24.90	7/1/2013	$ 25.40	$ 25.91	$ 26.30
*Housing Code Inspector	$ 24.03	$ 24.39	$ 24.76		$ 25.25	$ 25.76	$ 26.14
*Crew Supervisor	$ 22.96	$ 23.31	$ 24.66	1/2/2015	$ 25.15	$ 25.66	$ 26.04
Engineering Aide	$ 23.83	$ 24.19	$ 24.55		$ 25.04	$ 25.54	$ 25.93
Real Property Tax Service Assistant	$ 23.82	$ 24.18	$ 24.54		$ 25.03	$ 25.53	$ 25.91
Microcomputer Coordinator	$ 23.42	$ 23.77	$ 24.12		$ 24.61	$ 25.10	$ 25.47
Rehibilitation Specialist	$ 23.40	$ 23.75	$ 24.11		$ 24.59	$ 25.08	$ 25.46
#Wastewater Treatment Plant Operator	$ 22.14	$ 22.47	$ 23.81	11/21/2014	$ 24.29	$ 24.77	$ 25.14
#Water Treatment Plant Operator	$ 22.14	$ 22.47	$ 23.81	11/21/2014	$ 24.29	$ 24.77	$ 25.14
Street Const. & Maint. Supervisor	$ 22.75	$ 23.09	$ 23.44		$ 23.91	$ 24.38	$ 24.75
Water Meter Supervisor	$ 22.75	$ 23.09	$ 23.44		$ 23.91	$ 24.38	$ 24.75
Municipal Code Inspector	$ 22.69	$ 23.03	$ 23.38		$ 23.85	$ 24.32	$ 24.69
Senior Auto Mechanic	$ 22.51	$ 22.85	$ 23.19		$ 23.66	$ 24.13	$ 24.49
Motor Equipment Operator III	$ 22.40	$ 22.73	$ 23.08		$ 23.55	$ 24.02	$ 24.38
*W Maintenance Worker II	$ 22.40	$ 22.73	$ 23.08	6/26/2015	$ 23.55	$ 24.02	$ 24.38
Water Meter Maintainer	$ 22.40	$ 22.73	$ 23.07		$ 23.54	$ 24.01	$ 24.37
Cashier	$ 22.30	$ 22.64	$ 22.98		$ 23.44	$ 23.90	$ 24.26
Senior Clerk	$ 22.30	$ 22.64	$ 22.98		$ 23.44	$ 23.90	$ 24.26
Senior Typist	$ 22.30	$ 22.64	$ 22.98		$ 23.44	$ 23.90	$ 24.26
Billing Machine Operator	$ 22.18	$ 22.52	$ 22.86		$ 23.31	$ 23.78	$ 24.14
#Wastewater Treatment Plant Operator	$ 22.14	$ 22.47	$ 22.81		$ 23.26	$ 23.73	$ 24.08
#Water Treatment Plant Operator	$ 22.14	$ 22.47	$ 22.81		$ 23.26	$ 23.73	$ 24.08
#Wastewater Treatment Plant Maint. Supervisor	$ 22.14	$ 22.47	$ 22.81		$ 23.26	$ 23.73	$ 24.08
Account Clerk	$ 21.81	$ 22.14	$ 22.47		$ 22.92	$ 23.38	$ 23.73
Water & Wastewater Maintenance Worker II	$ 21.53	$ 21.85	$ 22.18		$ 22.62	$ 23.07	$ 23.42
Assistant Cashier	$ 21.51	$ 21.84	$ 22.16		$ 22.61	$ 23.06	$ 23.41
Stenographer	$ 21.51	$ 21.84	$ 22.16		$ 22.61	$ 23.06	$ 23.41
ecreation Activity Specialist V	$ -	$ -	$ -	5/4/2016	$ 22.44	$ 22.89	$ 23.23
Wastewater Treatment Plant Operator Trainee II	$ 21.29	$ 21.61	$ 21.93		$ 22.37	$ 22.82	$ 23.16
Wastewater Treatment Plant Maintenance Worker II	$ 21.27	$ 21.59	$ 21.91		$ 22.35	$ 22.79	$ 23.14
asonary Supervisor	$ 21.27	$ 21.59	$ 21.91		$ 22.35	$ 22.79	$ 23.14
Welder Mechanic	$ 21.27	$ 21.59	$ 21.91		$ 22.35	$ 22.79	$ 23.14
utomotive Mechanic	$ 21.25	$ 21.57	$ 21.89		$ 22.32	$ 22.77	$ 23.11
r Building Maintenance Worker	$ 21.09	$ 21.41	$ 21.73		$ 22.16	$ 22.60	$ 22.94
utomotive Mechanic Helper	$ 20.84	$ 21.16	$ 21.47		$ 21.90	$ 22.34	$ 22.68
Wastewater Treatment Plant Operator Trainee	$ 20.43	$ 20.74	$ 21.05		$ 21.47	$ 21.90	$ 22.23
Water Treatment Plant Operator Trainee	$ 20.43	$ 20.74	$ 21.05		$ 21.47	$ 21.90	$ 22.23

APPENDIX "B"
EMPLOYEES CONTRIBUTING TO HEALTH INSURANCE

TITLE	EFFECTIVE 7/1/2012 1.50%	EFFECTIVE 7/1/2013 1.50%	EFFECTIVE 7/1/2014 1.50%	Effective MOA	EFFECTIVE 7/1/2015 2.00%	EFFECTIVE 7/1/2016 2.00%	EFFECTIVE 7/1/2017 1.50%
Motor Equipment Operator I	$ 20.43	$ 20.74	$ 21.05		$ 21.47	$ 21.90	$ 22.23
Meter Reader	$ 20.22	$ 20.52	$ 20.83		$ 21.25	$ 21.67	$ 22.00
#Laboratory Technician	$ 20.05	$ 20.36	$ 20.66		$ 21.07	$ 21.50	$ 21.82
Typist	$ 19.91	$ 20.21	$ 20.51		$ 20.92	$ 21.34	$ 21.66
Groundskeeper	$ 19.82	$ 20.12	$ 20.42		$ 20.83	$ 21.24	$ 21.56
Street Maintenance Worker II	$ 19.82	$ 20.12	$ 20.42		$ 20.83	$ 21.24	$ 21.56
#Storekeeper	$ 19.62	$ 19.92	$ 20.22		$ 20.63	$ 21.04	$ 21.36
Recreation Activity Specialist IV	$ -	$ -	$ -	5/4/2016	$ 20.40	$ 20.81	$ 21.12
Draftsperson	$ 19.37	$ 19.66	$ 19.96		$ 20.36	$ 20.76	$ 21.08
Wastewater Treatment Plant Maintenance Worker I	$ 19.09	$ 19.38	$ 19.67		$ 20.06	$ 20.46	$ 20.77
*Building Maintenance Worker	$ 19.01	$ 19.29	$ 19.58		$ 19.97	$ 20.37	$ 20.68
*Recreation Maintenance Worker	$ 19.01	$ 19.29	$ 19.58		$ 19.97	$ 20.37	$ 20.68
Clerk-Typist	$ 19.01	$ 19.29	$ 19.58		$ 19.97	$ 20.37	$ 20.68
*Parking Enforcement Officer	$ 18.98	$ 19.27	$ 19.56		$ 19.95	$ 20.35	$ 20.65
Janitor	$ 18.82	$ 19.10	$ 19.39		$ 19.78	$ 20.17	$ 20.47
Insurance Analyst	$ 18.54	$ 18.81	$ 19.10		$ 19.48	$ 19.87	$ 20.17
Data Collector	$ 17.62	$ 17.88	$ 18.15		$ 18.51	$ 18.88	$ 19.17
PW Maintenance Worker I	$ 17.59	$ 17.86	$ 18.13		$ 18.49	$ 18.86	$ 19.14
Recreation Activity Specialist III	$ 16.42	$ 16.67	$ 16.92	5/4/2016	$ 18.36	$ 18.73	$ 19.01
Street Maintenance Worker I	$ 16.71	$ 16.96	$ 17.22		$ 17.56	$ 17.91	$ 18.18
Water & Wastewater Maintenance Worker I	$ 16.71	$ 16.96	$ 17.22		$ 17.56	$ 17.91	$ 18.18
Cleaner	$ 16.59	$ 16.84	$ 17.10		$ 17.44	$ 17.79	$ 18.05
Recreation Program Coordinator	$ 16.34	$ 16.59	$ 16.83	7/1/2012	$ 17.17	$ 17.51	$ 17.78
Recreation Activity Specialist II	$ 15.41	$ 15.64	$ 15.87	5/4/2016	$ 16.19	$ 16.51	$ 16.76
Records Inventory Planning Clerk	$ -	$ -	$ 15.29	7/9/2014	$ 15.60	$ 15.91	$ 16.15
Recreation Activity Specialist I	$ 14.39	$ 14.61	$ 14.83	5/4/2016	$ 15.12	$ 15.43	$ 15.66
Laborer	$ 14.32	$ 14.54	$ 14.75		$ 15.05	$ 15.35	$ 15.58
Recreation Attendant	$ 14.32	$ 14.54	$ 14.75		$ 15.05	$ 15.35	$ 15.58
*Clerk	$ 13.22	$ 13.42	$ 13.62		$ 13.89	$ 14.17	$ 14.38
#Parking Enforcement Assistant	$ 13.18	$ 13.38	$ 13.58		$ 13.85	$ 14.13	$ 14.34
Building Maintenance Helper	$ 13.18	$ 13.38	$ 13.58		$ 13.85	$ 14.13	$ 14.34
Recreation Assistant (FTE)	$ -	$ -	$ 12.75	6/15/2015	$ 13.01	$ 13.27	$ 13.46
#Laborer (Seasonal)	$ 12.17	$ 12.35	$ 12.54		$ 12.79	$ 13.04	$ 13.24

* Competative Classification

\# Continuous Operation Classification

Revision Date: 7/29/2016

APPENDIX C - FMLA

APPENDIX C

FMLA

1. Family and medical leave shall be granted to an eligible employee to a total of twelve work weeks 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 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, is 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;

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

3. 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.

4. 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 lave. Specifically, those employees required to co-pay will be required to continue doing so. The City may, to the extent permitted by the 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.

5. Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the Family Medical Leave Act.

6. Employees shall continue to accrue seniority.

7. Employees may have the option to take FMLA leave intermittently or by working a reduced work week.

APPENDIX D – Sick Leave Pool

ADMINISTRATIVE POLICY – CITY OF PLATTSBURGH

SICK LEAVE POOL POLICY –

Policy Contents

- Policy Statement
- Reason for Policy
- Procedures
- Forms/Instructions
- Appendices
- FAQ
- Additional Contacts
- Definitions
- Responsibilities
- Related Information
- History

Effective Date: Month, YYYY

Last Updated: Month, YYYY

Responsible City Officer:
Enter officer title

Policy Owner:
Enter owner name

Policy Contact:
Enter contact name(s)

POLICY STATEMENT

It is the purpose of this agreement to establish a procedure to provide a City-wide Sick Leave Pool (SLP) to be used by employees, including management employees of the City of Plattsburgh under those limited circumstances when an employee has exhausted his or her leave benefits as a result of a catastrophic injury, illness or disease to his/herself or the employee's immediate family.

REASON FOR POLICY

The Sick Leave Policy exists to assist City employees who have suffered a catastrophic illness or injury as defined in the Appendices under Definitions.

PROCEDURES

1. Open Enrollment

Open enrollment in the Sick Leave Pool (SLP) will be held bi-annually at the same time that healthcare enrollment takes place, currently in June and December. Employees may apply for membership to the SLP only during these two enrollment periods.

2. Applying for Membership

Employees may apply for membership to the SLP during the SLP open enrollment period. Upon acceptance into the SLP, a required eight (8) hours of sick leave (pro-rated for part-time) will be automatically deducted from each new member's sick leave balance.

To join the SLP, an employee must:

- Meet the eligibility criteria to be granted SLP membership.
- Complete the Sick Leave Pool Membership Application
- Submit the completed Sick Leave Pool Membership Application to Human Resources.

3. Eligibility Criteria

To be eligible for membership in the Sick Leave Pool, an employee must meet all of the following criteria:

- All City Permanent Fulltime (P/FT) and Permanent Part-Time (P/PT) union employees, including those on probation, are eligible to participate in the employee sick leave pool after completion of one year of continuous service with the City.
- Temporary employees are not allowed to participate. Provisional employees are not allowed to participate.
- Management employees are eligible to participate in the sick leave pool upon completion of one year of continuous service with the City in a P/FT or P/PT capacity.
- Employees must have a minimum sick leave balance of forty (40) hours for P/FT employees (pro-rated for part-time)
- Employee must apply for membership within the enrollment period.
- Employee must contribute the required number of hours to the pool upon enrollment.
- Employee must contribute the required number of hours needed to replenish the pool from time to time.

4. Contribution of Sick Leave Hours to the Sick Leave Pool General Guidelines

- A member who requests use of sick leave hours from the SLP is not required to replace those hours except as a regular contributing member.
- Sick leave pool hours contributed to the SLP become the property of the pool.
- All contributions will be voluntary.
- An employee may not donate sick leave time for use by a specific individual.
- A member is not entitled to a refund of hours contributed to the pool, even if the member reduces FTE, terminates, transfers, or does not ever utilize hours from the pool.

Contribution of Hours upon Admittance to the SLP

- Upon admittance to the SLP, each new member is required to contribute eight (8) hours of sick leave to the SLP; this amount is pro-rated for part-time employees.
- This required contribution will be automatically deducted from the new member's sick leave balance prior to the effective date of membership.
- Contributions will be hour for hour regardless of the rate of pay.

Contribution of Hours Due to SLP Replenishment

- Upon announcement of a necessary SLP replenishment, each current member is required to contribute an additional eight (8) hours of sick leave (pro-rated for part-time) to the SLP.
- HR will notify each member of the required contribution. These additional hours must be contributed in order to maintain membership.
- If a member is unwilling to contribute the required hours, the member must request to cancel the SLP membership by a designated date before the announced replenishment deduction occurs.
- If a member does not have the required hours to contribute, their SLP membership will be cancelled.

Contribution of Hours upon Separation of Employment, Layoff, or Retirement

- If a member of the SLP is separated from employment for any reason, the employee may contribute up to sixteen (16) hours of his/her sick leave to the SLP.
- Any employee, as a result of retirement is permanently separated from employment, whether or not they are a member of the SLP, may designate up to forty (40) hours of his/her accrued sick leave hours to be donated to the sick leave pool.
- Any employee, as a result of lay-off is permanently separated from employment, whether or not they are a member of the SLP, may designate up to forty (40) hours of his/her accrued sick leave hours to be donated to the sick leave pool.

5. Use of Sick Leave Pool Hours

Guidelines to Receive Hours from the SLP

- For each catastrophic illness or injury as defined in Definition section, an eligible employee, after exhausting all other leave (including vacation, sick leave, personal leave, compensatory time), may withdraw, upon approval, up to one-third of the total amount of time in the pool up to a maximum of 80 hours within a 12-month period.
- Prior to requesting use of the Sick Leave Pool, P/FT employees must be absent for one calendar week and use a minimum of 35/40 hours of leave or 35/40 hours of leave without pay for the same diagnosed condition (certified by a physician) for which the employee is requesting use of SLP leave.
- A part-time employee must have used a pro-rated amount of the minimum 35/40 hour requirement of his/her leave for the same diagnosed condition (certified by a physician) for which the employee is requesting the use of SLP leave.
- An employee using the sick leave pool will have vacation and sick leave credited as a result of being paid utilizing SLP hours. Employees must use their vacation and sick leave time that are being accrued before using the sick leave pool hours that they have been donated by the SLP.
- The employee must use the time in the same manner as sick leave earned by the employee in the course of employment. Sick leave pool time may be used for a continuous absence or for intermittent or parttime absences if all other requirements of this regulation are met.

Requesting Use of Hours from the SLP

- A member may request hours from the pool for his/her own catastrophic injury or illness as certified by a physician, and defined below.
- If requesting to withdraw time because of a catastrophic illness or injury, the employee will be required to furnish a statement from the licensed practitioner listing the general nature of the illness or injury, prognosis, and expected recovery date. The City may require employees to use a specific form for this purpose.
- An eligible employee must apply to the Pool Administrator for permission to withdraw time from the sick leave pool. If approved, the Pool Administrator will authorize the transfer of the approved amount of time from the pool to that employee.
- Pool Administrator shall notify the participating employee in writing regarding approval or denial of the request, and if denied Pool Administrator will explain the reason for the denial.
- Sick leave pool Request Forms may be obtained from the Human Resources Office.
- When two or more applications are pending simultaneously and the SLP does not contain enough hours to grant the total amount of leave that the Administrator has approved, the Administrator shall grant leave to the applicants on a pro-rata basis.

Limitations on the Use of Hours from the SLP

- Employee must be a member of the SLP for longer than 90 days before requesting use of SLP hours.
- Employee is limited on the amount of annual Sick Leave Pool use. P/FT employees may use a maximum of 80 hours from the SLP within a 12-month period. Part-time is pro-rated.
- Employee is limited on the amount of total aggregated use of Sick Leave Pool during employment with the City. A participating employee may not withdraw more than 2400 hours from the Sick Leave Pool for the duration of their City employment. (30 years x 80 hours/year)

6. Misuse or Abuse of the SLP

- All sick leave pool time granted is subject to contract regulations on use of sick leave, and abuse of sick leave will be subject to disciplinary action.
- Alleged abuse or misuse of the SLP will be investigated by HR and the Mayor.
- If confirmed, the participating employee may be required to reimburse all sick leave drawn from the pool, may have their membership in the pool revoked, and may be subject to disciplinary action in accordance with CBA procedures.

7. Use of SLP and Unused SLP Hours

If an employee does not use all sick leave pool hours, the unused time will be returned to the pool upon the employee's return to work.

8. Use of SLP and FMLA

When the absence meets the FMLA eligibility criteria, the approved absence will be counted toward the employee's FMLA entitlement.

9. Use of SLP and Pregnancy

- For purposes of this regulation, pregnancy will not be treated as a catastrophic illness except when severe illness and prolonged complications arise with respect to either the mother or the child.
- Employee may use SLP hours for the birth of their child after delivery for 6-8 weeks (pending medical certification of severe illness and prolonged complications).
- SLP hours cannot be used for staying home to bond with the newborn.

10. Use of SLP and Workers' Compensation

Employees may not use hours from the SLP in conjunction with a Workers' Compensation injury or illness.

11. Use of SLP and Disability Payments

- Employees whose claims have been approved for Short-Term Disability by the City's carrier, and who are being paid by the City during their disability, typically have a portion of their sick leave time reimbursed based on payments received from the disability carrier.
- Employees who are using sick leave time from the SLP during their disability, and who are being paid as a result of SLP donations, will have their sick leave time reimbursements donated to the Sick Leave Pool.
- Employees cannot 'double dip' and use both sick leave time from the SLP, and also receive sick leave time reimbursements to their sick leave accruals while using sick leave time from the SLP

12. Equal Treatment

- An employee absent on sick leave through the sick leave pool will be treated for all purposes as if the employee were absent on earned sick leave.
- All eligible employees will have equal access to the pool. Decisions to allocate pool resources to eligible employees will be equitable, consistent, and without regard to employee classification or any other legally impermissible reason.

13. Estate Entitlement

The estate of a deceased employee is not entitled to payment for unused sick leave acquired by that employee from the sick leave pool or previously donated to the pool.

14. Discontinuation of Sick Leave Pool

- The Mayor and City Council may, at any time, repeal this policy for the purpose of discontinuing the sick leave pool.
- All hours remaining in the sick leave pool at the time of the discontinuation will be prorated equally among the donating employees.

15. Repayment of Sick Leave to Pool

The only time an employee will have to repay sick leave pool credits to the pool is when there is a finding of wrongdoing.

16. Cancellation of Membership in the Sick Leave Pool

- Participation in the Sick Leave Pool is at all times voluntary.
- If an employee chooses to stop participating in the pool, he/she must notify the Pool Administrator in writing.
- Once the Pool Administrator has received the notification, the employee shall cease to be entitled to use sick leave from the pool and shall forfeit any contributions made to the pool.

17. Activation/Deactivation of the SLP and Open Enrollment

- An Open Enrollment is conducted at least bi-annually as determined by the SLP Administrator.
- If Membership drops below a certain level, the SLP Administrator has the option of conducting an open enrollment or deactivating the SLP
- When the decision is made to deactivate the SLP, the members will be advised of the decision.
- The balance of the leave in the SLP will be divided among the remaining members, based on each members appointed FTE at the time for deactivation, and added back to each member's individual sick leave balance.

18. Maximum Annual Amount that Can Be Contributed to the Sick Leave Pool

No participating employee will be required to contribute than 80 hours per calendar year to the Sick Leave Pool.

FORMS

SICK LEAVE POOL DONATION FORM – To be created

SICK LEAVE POOL REQUEST FORM – To be created

SICK LEAVE POOL MEMBERSHIP APPLICATION –To be created

APPENDICES

There are no Appendices for this policy

FAQ

There are no FAQs for this policy.

ADDITIONAL CONTACTS

Subject	Contact	Phone	Fax/Email
Primary Contact(s)	**HR Director**	**518-536-7527**	**chasea@cityofplattsburgh-ny.gov**
Subject	Name	555-555-5555	555-555-5555 email@umn.edu

DEFINITIONS

For purposes of this regulation, the following definitions apply:

A catastrophic illness or injury is defined as a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires treatment by a licensed practitioner for a prolonged period that would result in loss of compensation from the City. If this definition conflicts with a definition in the union contract, the definition in the union contract will prevail.

A licensed practitioner or health care practitioner
is defined as a practitioner, as defined in the NY Code, Public Health Law, who is practicing within the scope of his/her license in treating the employee or family member.

RESPONSIBILITIES

The City HR Director will be appointed Sick Leave Pool Administrator and will have the following duties and responsibilities:

- develop and obtain Mayor and City Council approval of the procedures for pool operations, including processing procedures for requests to contribute to or withdraw from the pool and the required administrative approvals;
- communicate pool operating procedures to all employees and interpret the procedures upon request;
- design and implement a system of records maintenance for each contributing and withdrawing employee;
- determine eligibility for withdrawing sick leave from the pool and the amount of time that may be drawn from the pool, and approve the withdrawal based on established procedures;
- ensure that all employees eligible for participation in the sick leave pool program are treated consistently and equitably according to established procedures and without consideration of employee classification or any other legally impermissible reason; and

City Department Heads or Managers and Union Officials

- will ensure and certify that an employee's official leave records reflect donations to the sick leave pool and/or receipt of hours from the sick leave pool;
- may establish appeal procedures for sick leave pool allocation decisions.

RELATED INFORMATION

Text

HISTORY

Original policy established on March 6, 2003

APPENDIX E – DOT Drug & Alcohol Testing

CITY OF PLATTSBURGH

ALCOHOL AND DRUG POLICY

1. PURPOSE:

This policy outlines the City of Plattsburgh's standards on the prohibition of alcohol and drugs in the work place. The City of Plattsburgh has a vital interest in maintaining safe, healthy and efficient work conditions for all. The purpose of this policy is to establish a City-based alcohol and drug testing program to help prevent accidents and injuries resulting from the misuse of alcohol and drugs by a covered driver/employee of commercial motor vehicles in compliance with the Department of Transportation Regulations codified at 49 CFR Part 40, 49 CFR Part 382, and pursuant to The Omnibus Transportation Employee Testing Act of 1991, enacted October 28, 1991. All of these efforts will contribute to a safer work environment and protect our employees and the public from the risks posed by the misuse of alcohol and drugs.

2. POLICY

This policy is based upon City Plattsburgh's continuing effort prohibiting the use of alcohol and drugs on the job, the Federal Drug-Free Workplace Act of 1989, City of Plattsburgh's Drug Free Workplace Policy and the Omnibus Transportation Employee Testing Act (OTETA). The OTETA will take effect for the City of Plattsburgh's departments January 1, 1996. The City will comply with United States Department of Transportation (USDOT) rules which mandate pre-employment, post-accident, random, reasonable suspicion, return-to-duty and follow-up drug and alcohol testing of employees in various safety- sensitive positions requiring the possession of a commercial drivers license. Employees determined to be in safety-sensitive positions will be notified of their status and responsibilities prior to the implementation of any drug and alcohol testing programs. The definition of safety-sensitive functions for the purpose of this policy is defined as set forth at Appendix 1(m) of this policy.

Employees may voluntarily seek assistance in dealing with drug and alcohol dependency problems through the City's EAP. The City of Plattsburgh maintains an EAP to help, counsel and advise employees with drug abuse, alcohol, personal, social or mental problem. It is completely confidential. It is important to emphasize that employees with drug and/or alcohol problems who wish to avail themselves of rehabilitative services under the EAP or any other rehabilitation program should pursue help before they are determined to be in violation of the City's Drug and Alcohol Policy.

3. EMPLOYEE RESPONSIBILITIES

It is the policy of the City of Plattsburgh that:

1. No employee shall use, sell, distribute, dispense, possess, or manufacture any alcoholic beverage or illegal drug or any other intoxicating substance on a job site, or department property while on duty; or while in a City vehicle, a vehicle leased for City business or a privately owned vehicle being used for City business during the employee's work hours. It shall not, however, be a violation of this policy for a covered drivers/employee to have an unopened container of beer, wine, or other alcoholic beverage stored in a privately owned vehicle.

2. No employee shall report to work unfit for duty at the beginning of a shift upon returning from any break, lunch or rest period, as a result of consuming alcohol, illegal drugs or other intoxicant. Further, no employee notified of being in a safety sensitive position as defined by the Omnibus Transportation Act of 1991 shall report to work in a condition that violates that Act and the corresponding rules.

3. Effective January 1, 1996, an employee notified of being in a safety sensitive position as defined by the rules of the (OTETA) is further prohibited from the use of alcohol four (4) hours prior to operating a Commercial Motor Vehicle (CMV). No supervisor having knowledge that an employee in such a position has used alcohol within four (4) hours shall permit that employee to operate a Commercial Motor Vehicle.

4. A covered driver/employee shall not report for duty or remain on duty requiring that performance of safety-sensitive functions when the driver/employee is using drugs, except when the use is pursuant to the instructions of a physician who has advised the driver/employee that the drug does not affect the driver/employee's ability to safely operate a commercial motor vehicle. The City will not permit a covered driver/employee to report for duty or remain on duty requiring the performance of safety-sensitive functions if the City has actual knowledge that the driver/employee is using drugs, except when the use is pursuant to the instructions of a physician who has advised the driver/employee that the drug does not affect the driver/employee's ability to safely operate a commercial motor vehicle.

5. Independent of the requirement of the Omnibus Transportation Employee Testing Act of 1991 and the Regulations promulgated hereunder, the covered driver/employee must notify the Medical Review Officer [MRO] that he/she is using a controlled substance pursuant to the instructions of a physician where the physician has advised the driver/employee that the substance may adversely affect the driver/employee's ability to safely operate a commercial motor vehicle. The covered driver/employee shall also report to the employer directly the fact that he/she is taking medication that could adversely affect the driver/employee's ability to safely operate a commercial motor vehicle.

6. An employee must notify his/her supervisor of any criminal drug statute conviction, which results from a violation occurring in the workplace no later than five days after the date of such conviction. A supervisor notified of such a conviction shall relay that information to one of the Department Managers.

7. Effective January 1, 1996 an employee notified of being in a safety sensitive position as defined by OTETA may be directed to undergo alcohol and/or drug testing when the supervisor has "reasonable suspicion" to believe the employee violated the alcohol or drug prohibitions of the Act.

   A reasonable suspicion must be based on specific, contemporaneous, articulable and reliable observations about the employee's appearance, behavior, speech, or body odors. Some examples would be: unsteady gait, odor of alcohol on the breath, thick or slurring speech, aggressive or abusive language or behavior, disorientation or lethargy.

8. Refusing to submit to an alcohol or controlled substances test at any time will constitute a positive test result for controlled substance and a .04 test result for alcohol.

9. Every employee that performs safety sensitive functions will receive a sixty (60) minute training class on the City of Plattsburgh's Alcohol and Drug Policy, the Employee Assistance Program (EAP) and the signs and effects of drug use in the workplace.

10. Violation of these rules may result in disciplinary action up to and including termination of employment.

4. SUPERVISORY RESPONSIBILITIES:

It is the policy of the City of Plattsburgh that:

1. Supervisors will receive a minimum of one (1) hour of training on alcohol misuse symptoms and indicators used in making determinations for reasonable suspicion testing and a minimum of one (1) hour training on drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.

2. Supervisors are responsible for determining through direct observation, whether there is reasonable suspicion to believe that an employee is not capable of performing his/her assigned duties because of being under the influence of alcohol and drugs. (See #7 of Employee Responsibilities Section.)

3. Employees who are suspected of being unfit for duty may not remain at the workplace. Such incidents and situations as described in #2 above should be witnessed and documented in writing immediately and a higher level of supervision/management consulted. Clearly, an employee who appears to be impaired should not be allowed to drive home from the workplace.

4. Alcohol testing will be authorized only if the observations set forth above are made during, just preceding, or just after the period of the work day that the covered driver/employee is required to be in compliance with 49 CFR Part 382. A covered driver/employee may be directed to undergo testing while the driver/employee is performing safety-sensitive functions, or just before the covered driver/employee is to perform safety-sensitive functions.

5. If an alcohol test is not administered within two (2) hours following a determination that reasonable suspicion exists to believe that the alcohol prohibitions of this policy have been violated, the City of Plattsburgh will prepare and maintain on file a record stating the reasons the test was not promptly administered.

6. The City of Plattsburgh will not administer a reasonable suspicion alcohol test more than eight (8) hours following a determination that reasonable suspicion exists to believe that the alcohol provisions of this policy have been violated. Notwithstanding the absence of a reasonable suspicion alcohol test, the City will not permit any covered driver/employee to report for duty or remain on duty requiring the performance of safety-sensitive function while the driver is under the influence of, or impaired by, alcohol as shown by the behavioral, speech, and performance indicators of alcohol misuse, until an alcohol test is administered and the driver's alcohol concentration measures less than 0.02 or twenty-four (24) hours have elapsed following a determination that reasonable suspicion exists to believe that the alcohol prohibitions of this policy have been violated.

7. When an employee displays dangerous, aggressive or abusive behavior due to the suspected influence of alcohol or a controlled substance, which constitutes a danger to that employee or others and the employee resists voluntarily leaving the workplace, the supervisor should immediately bring this to the attention of a Department Manager. Employee may be subject to disciplinary actions. In cases where the employee does not comply with disciplinary suspension or due to the time of day disciplinary suspension approval could not be obtained and the employee continues to display aggressive and/or abusive behavior, which constitutes a danger in the workplace, the supervisor may have to contact local law enforcement authorities to remove the employee from the workplace. Law enforcement intervention should only be taken if it is believed an immediate danger to persons or property exists and the other measures described above where unsuccessful in controlling the situation.

5. MANAGEMENT RESPONSIBILITIES:

It is the policy of the City of Plattsburgh that:

1. A drug and alcohol free workplace be maintained through the efforts and personal example of management.

2. Appropriate corrective actions be taken with subordinate managers and supervisors who fail to perform their duties and responsibilities as outlined in this policy.

3. Management and supervisors discuss with subordinate employees any behavior or job performance factors that may indicate the use of drugs, alcohol or other violations of this policy and when appropriate suggest that employees seek assistance through the Employee Assistance Program (EAP).

4. After January 1, 1996, managers will direct employees in designated safety sensitive positions to mandatory pre-employment/pre-duty, reasonable suspicion, random, post-accident, return-to-duty and follow-up testing in accordance with the OTETA.

5. All employees and supervisors understand its Drug-Free Workplace policies and Drug Testing Procedures. All supervisors will be trained how to recognize behaviors that indicate reasonable suspicion for requesting drug and/or alcohol tests.

6. TYPES OF TESTING:

Pre-employment Testing: Prior to employment with the City of Plattsburgh, and applicant for employment shall be subject to a controlled substance test when the position requires the employee to perform safety sensitive functions. Refusal to submit to such test will foreclose any further action on the applicants employment for at least six (6) months.

All employees performing safety sensitive functions will be subject to screening under the circumstances below. Before the implementation of any such substance screening, each employee will be notified of their classification and if they are subject to the alcohol and drug policy.

Post-Accident Testing:

A post-accident test is a test for alcohol and drugs administered following an accident involving a commercial motor vehicle to each surviving covered driver/employee:

(1) Who was performing safety sensitive functions with respect to the vehicle, if the accident involved the loss of human life [see 49 CFR part 382, §382.303(a)(1)]; or

(2) Who receives a citation under State or local law for a moving traffic violation arising from the accident [see 49 CFR part 382, §382.303(a) (2)].

The City of Plattsburgh will not administer a post-accident alcohol test more than eight (8) hours following the accident and will not administer a post-accident drug test more than thirty-two (32) hours following the accident. A covered driver/employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the City to have refused to submit to testing. This will not be construed to require the delay of necessary medical attention for injured individuals following an accident or to prohibit a covered driver/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.

The results of a breath or blood test for the use of alcohol or a urine test for the use of drugs, conducted by federal, state, or local officials having independent authority for the test, will be considered to meet the requirements of the policy concerning post-accident testing, provided such tests conform to applicable federal, state, or local requirements and that the results of the test are obtained by the City.

Reasonable Suspicion Alcohol and Controlled Substance Testing: When there is reasonable evidence to suspect that a covered employee has reported to work, or is working impaired, the employee may be subject to alcohol and controlled substance testing. [See #7 of Employee Responsibilities Section]

Random Alcohol and Controlled Substance Testing: Random testing is unannounced testing for alcohol and drugs administered in a statistically random manner throughout the year to covered drivers/employees employed by the City in ratios as required by the DOT regulations, so that all covered drivers/employees have an equal probability of selection each time a random test is administered. Random selection shall be determined by Employee Assistance Services by notifying a department manager twenty-four hours prior to the testing. The Department Manager will keep the information confidential until notifying the supervisors, at the beginning of a shift, which employees shall be required to report for testing. Employees selected for the random testing must proceed immediately to the testing site upon notification of selection. Random controlled substances testing shall be administered at a minimum annual rate of 50% of the average number of employees in safety sensitive positions. Random alcohol testing shall be administered at a minimum annual rate of 25% of the average number employees in safety sensitive positions. An employee shall be tested only while performing safety sensitive functions, immediately prior to performing or immediately after performing safety sensitive functions.

Return to Duty Testing: Any employee returning to duty requiring the performance of a safety sensitive function, after an alcohol test result of 0.02 or greater, will be required to undergo a return to duty alcohol test. Test must result in a breath alcohol concentration or less than .02 to return to duty. Any employee returning to duty requiring he performance of a safety sensitive function after a positive test result for a prohibited controlled substances, will be required to undergo a return to duty controlled substances test. Test must result in a negative result for controlled substances use.

Before a return-to-duty test is performed after an alcohol test result of 0.04 or greater, the employee must be evalutated by a substance abuse professional (SAP) who shall determine what assistance, if any, the employee may need and who shall determine whether the employee has followed recommendations of the SAP, including participation in any required rehabilitation program. The employee must receive clearance from the SAP and be able to return to duty within three (3) months of the initial alcohol test or be terminated (EXCEPTION: when further rehabilitation is mandated under Americans with Disabilities Act). The cost for the SAP and any recommended treatment shall be the responsibility of the employee.

Follow-up Testing: Once allowed to return to duty after a positive drug test or alcohol test result of 0.04 or greater, an employee shall be subject to unannounced follow-up testing for up to twenty-four (24) months. The frequency and duration of the follow-up testing will be recommended by a substance abuse professional (SAP) so long as a minimum of six (6) tests are performed during the first twelve (12) months after the employee has returned to duty. Employees subject to follow-up testing must also remain in the standard Random pool. The cost for all followup testing shall be the responsibility of the employee.

7. DEFINITIONS:

See attached Appendix 1.

8. DRUG AND ALCOHOL TESTING PROCEDURES:

Alcohol:

Alcohol testing of covered drivers/employees will be administered by a Breath Alcohol Technician (BAT) who has completed the equivalent of the DOT's model course, as determined by the National Highway and Traffic Administration, and who is trained in utilizing an evidential breath testing (EBT) device that conforms to the DOT requirements. The EBT used for testing shall meet the standards promulgates by the DOT and shall have a quality assurance plan (QAP) developed by the manufacturer to insure proper calibration. Testing will be conducted in a location that affords visual and aural privacy to individuals being tested.

If the initial test reveals alcohol concentration of 0.02 or greater, a confirmatory test must be performed. The confirmatory test result is the final test result for the purpose of this policy. If the final test result reveals an alcohol concentration greater than 0.02 but less than 0.04, the covered driver/employee will be suspended from performing safety-sensitive functions for twenty-four (24) hours. If alcohol concentration is 0.04 or greater, the covered driver/employee will be suspended from duty without pay. (For an in-depth explanation of the alcohol testing procedures please refer to Appendix B Department of Transportation of 49 CFR part 40 subpart C).

Quest Diagnostics will be retained to perform collection, testing, and chain of custody services to ensure the correct employee is tested and matched with the correct results. They will be required to follow the federal regulations to ensure compliance with the blind sample calibration of the EBT, laboratory certificates, and proper training of the BAT. Testing for alcohol will be taken on-site or at the laboratory, in a secure location and with the proper safeguards to ensure the integrity of the specimens collected.

If a screening or confirmation test cannot be completed, or if and event occurs that would invalidate that test, the BAT, will, if practicable, begin a new screening test, as applicable, e.g.. using a new breath alcohol testing form with a new sequential test number (in the case of a screening test conducted on a EBT that meets the requirements of 40.53(b) or in the case of a confirmation test.)

Drugs:

A Department of Health and Human Services (DHHS) certified laboratory will perform the drug testing on urine samples provided by covered drivers/employees. The drugs for which tests will be conducted are:

a. Marijuana (THC)
b. Cocaine
c. Phencyclidine (PCP)
d. Opiates (including heroin)
e. Amphetamines

The cutoff levels for these drugs will be those set forth in DOT regulation.

The City will contract with the certified laboratory to insure that the collection, shipment, testing and chain of custody procedures insure the integrity of the testing process in accordance with the procedures set forth in the regulations.

Split sample urine testing will be utilized. This method requires that the urine specimen be divided into two (2) samples providing: one sample for preliminary screening and initial confirmation; and, a second sample for the second test if needed at a later date. In a situation which the first sample tests positive, the MRO shall notify the covered employee that he/she has seventy-two (72) hours in which to request a test of the second sample by another DHHS certified laboratory.

Independent of the requirements of the Omnibus Transportation Employee Testing Act of 1991 and the regulations promulgated thereunder, the City's policy regarding the cost for testing the second sample of the split sample, that is, if the covered driver/employee elects to have the second sample tested, will be as follows:

(a) the covered driver/employee's responsibility if the second sample test results is positive; or

(b) the City's responsibility if the second sample is negative.

The MRO will conduct a final review of all positive test results to assess possible alternative medical explanations for the positive test results before they are reported to the City, and before any action is taken to remove employee from safety-sensitive duties. If the employee provides appropriate documentation and the MRO determines that there is a legitimate medical use of the prohibited drug, the test result will be reported as negative. (For an in-depth explanation of the drug testing procedures please refer to Appendix B Department of Transportation 49 CFR part subpart B)

9. COMPLIANCE WITH DOT REGULATIONS:

1. The City will ensure that alcohol and drug test information is maintained in a confidential manner in conformity with the DOT Rule 49 CFR Part 40.

2. The City will ensure that all contracts between the City and any other entity involved in the alcohol and drug testing program will comply with the procedures set forth in the DOT Rule 49 CFR Part 40.

3. The City will conform to the requirements of DOT 49 CFR Part 40 in all aspects.

10. CONSEQUENCES FOR COVERED DRIVERS/EMPLOYEES:

A covered driver/employer shall not perform safety-sensitive functions, including driving a commercial motor vehicle, if the covered driver/employee has engaged in conduct prohibited by this policy or an alcohol or drug rule of any DOT agency.

The City will not permit any driver to perform safety-sensitive functions, including driving a commercial motor vehicle, if said driver has tested positive for alcohol and/or drugs.

Independent of the requirements of the Omnibus Transportation Employee Testing Act of 1991 and the regulations promulgated thereunder, covered drivers/employees who have been found to have violated to the prohibited conduct under this policy will be subject to the following:

ALCOHOL CONCENTRATION OF AT LEAST 0.02 BUT LESS THAN 0.04

Covered drivers/employees shall be subject to the following penalties:

1. First Offense: the covered driver shall receive a twenty-four (24) hour suspension from all duties without pay.

2. Second Offense: the covered driver shall receive a five (5) day suspension from all duties without pay.

3. Third Offense: the covered driver shall receive a ten (10) day suspension from all duties without pay.

4. Fourth Offense: the covered driver shall be terminated.

Sick leave credits and vacation leave will be available to the employee during these suspension periods.

Covered drivers/employees shall be subject to the above pre-determined and agreed upon penalties, with no recourse through the collective bargaining agreement (CBA) grievance or binding arbitration provisions to challenge the harshness of the penalty. Rather, any challenge to the above listed disciplinary penalties is limited to invalidity of the test because of the failure to follow the procedural requirements and testing procedure under the Department of Transportation regulations and/or any specific due process protections, if any, provided under the collective bargaining agreement.

An employee who completes two (2) years free from any alcohol violation under this policy shall be entitled to purge his/her personnel file of any such past violations.

ALCOHOL CONCENTRATION OF 0.040 AND GREATER

Covered driver/employees shall be subject to the following penalities with a Follow-up/Return to Duty Testing pursuant to Article VI:

1. First Offense: The covered driver/employee shall receive a five (5) day suspension from all duties without pay.

2. Second Offense: the covered driver/employee shall receive a ten (10) day suspension from all duties without pay.

3. Third Offense: The covered driver/employee shall be terminated.

Sick leave credits and vacation leave will be available to the employee during these suspension periods.

Covered drivers/employees shall be subject to the above pre-determined and agreed upon penalties, with no recourse through the collective bargining agreement (CBA) grievance or binding arbitration provisions to challenge the harshness of the penality. Rather, any challenge to the above listed disciplinary penalties is limited to invalidity of the test because of failure to follow the procedural requirements and testing procedure under the Department of Transportation regulations and/or any specific due process protections, if any, provided under the collective bargaining agreement.

An employee who completes two (2) years free from any alcohol violation under this policy shall be entitled to purge his/her personnel file of any such violations.

POSITIVE DRUG TEST

Covered drivers/employees shall be subject to the following penalties with Follow-up/Return to Duty Testing pursuant to Article VI above:

1. First Offense: the covered driver/employee shall receive a ten (10) day suspension from all duties without pay.

2. Second Offense: the covered driver/employee shall be terminated.

Sick leave credits and vacation leave will be available to the employee during these suspension periods.

Covered drivers/employees shall be subject to the above pre-determined and agreed upon penalties, with no recourse through the collective bargaining agreement (CBA) grievance or binding arbitration provisions to challenge the harshness of the penalty. Rather, any challenge to the above listed disciplinary penalties is limited to invalidity of the test because of failure to follow the procedural requirements and testing procedure under the Department of Transportation regulations and/or any specific due process protections, if any, provided under the collective bargaining agreement.

An employee who completes two (2) years free from any drug violation under this policy shall be entitled to purge his/her personnel file of any such past violations.

11. SAVINGS CLAUSE:

If any provision of this policy is determined in a tribunal of competent jurisdiction to be inconsistent with any superseding legal requirements, that provisions shall be considered modified or deleted so as to comply with the superseding legal requirements, without any effect on the remaining policy provisions.

APPENDIX F – Non DOT Drug & Alcohol Testing

City of Plattsburgh

Non-DOT Drug and Alcohol Policy

DISCOVER
PLATTSBURGH

FINAL DRAFT

December 19, 2016

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I. INTRODUCTION AND GENERAL INFORMATION

A. General Policy Information

1. This Policy establishes uniform standards of pre-employment drug and alcohol testing for non-U.S. Department of Transportation ("DOT") regulated employees to ensure confidentiality, reliability, and fairness in drug and alcohol testing.
2. The City of Plattsburgh recognizes that there are serious adverse effects caused by the abuse and misuse of drugs and alcohol in the workplace. As an employer, the city is committed to maintaining a drug and alcohol-free work environment providing the safe, efficient, and professional delivery of services to the community, and ensuring

respect for the employee's rights. The City reserves the right to modify this Policy as necessary, with or without notice.

B. Effective Date of Policy

This Policy will become effective on _____. This Policy shall be made available to employees via computer and/or hardcopy form in the appropriate CBAs. The city may require that employees and prospective employees provide written acknowledgement of receipt and understanding of this Policy.

C. Applicability of Policy

1. This Policy applies to all employees, applicants, and volunteers or other persons working on behalf of the City, as warranted and permitted by applicable laws, agreement, or contract in non-DOT regulated positions. Compliance with this Policy is required, and is a condition of employment and/or continued service.
2. Where the term 'employee' appears herein, such shall also apply to volunteers and other persons working on behalf of the City, as warranted and permitted by applicable laws, agreement, or contract, and in no way shall such affect that person's status.
3. All employees and applicants shall comply with this Policy and all applicable laws, including the Drug-Free Workplace Act. Employees or applicants that perform DOT regulated positions, including safety-sensitive positions as defined by the Federal Transit Administration ("FTA") and/or the Federal Motor Carrier Safety Administration ("FMCSA"), shall refer to and comply with the City of Plattsburgh DOT Drug and Alcohol Testing Policy.
4. This Policy does not include consuming alcohol at social or business functions that the City sponsors where alcohol is served. Even at these functions however, employees may not consume alcohol to the point of intoxication or to the point where they endanger their own safety or the safety of others. In addition, employees involved in security and employees who work with heavy or dangerous machinery or materials may not consume any alcohol at these functions if they will be returning to work that same day. Employees many not consume alcohol to the point of intoxication or consume alcohol if they are going to drive. In addition, employees must always conduct themselves professionally and appropriately while on City business.

II. PROHIBITED SUBSTANCES

A. Illegal Drugs

1. Employees shall not use, possess, manufacture, be under the influence of, or distribute illegal substances identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S. C. § 812), Title 21 C.F.R., or as otherwise defined in New York statues, or any unauthorized prescriptions medications, or use or be under the influence of synthetic cannabinoid or other like substance. Employees will be tested for the following drugs or classes of drugs:

   a. Amphetamines – Amphetamine, Methamphetamine b. Cocaine - Benzoylecgonine c. Marijuana – Carboxy-THC (metabolite) d. Opiates – Codeine, Morphine, 6-Acetyl Morphine (Heroine metabolite), Hydrocodone,
   Hydromorphone, Oxycontin e. Phencyclidine – PCP

B. Prescription Drugs

The misuse or abuse of prescription drugs is prohibited if it causes a positive test which cannot be medically explained and verified by the medical Review Officer (MRO). All prescriptions must be properly administered and followed and issued in the employee's name by a licenses physician.

C. Alcohol

Employees shall not use possess, manufacture, be under the influence of, or distribute alcohol while on duty, while at a work site, or while operating a City of other vehicle or equipment on City business, engage in illegal activity involving alcohol while off duty, or consume alcohol four (4) hours prior to a work shift.

III. CATEGORIES OF TESTING

A. Types of Testing

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.

1. Pre-Employment Testing
2. Reasonable Suspicion Testing
3. Post-Accident Testing
4. Random Testing
5. Return to Duty Testing
6. Follow-Up Testing

B. Pre-Employment Testing (Drugs only)

1. Non-DOT regulated employees and applicants offered employment are subject to post-offer, pre-employment testing (except for alcohol) when the position requires the employee to perform safety sensitive functions.
2. All applicants for employment in, or assignment to a covered position, or transfers to such positions or assignments shall be tested for prohibited drugs.
3. Refusal to submit to such test will foreclose any further action on the applicant's employment for at least six (6) months.
4. 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 other appropriate entities or the Municipal Police Training Council (MPTC).
5. An applicant who fails a drug test shall not be hired for, or assigned to, a covered position.

C. Reasonable Suspicion Testing

1. 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.
2. An individual notified of testing under this category shall report to a designated collection site immediately by transportation provided by the City. The employee shall not be allowed to drive himself/herself to the testing facility. No stops at other locations by the driver during the transportation process are allowed.
3. The determination that an employee is reasonably suspected of using a prohibited drug or the misuse of alcohol, or both, shall be made by a supervisor or manager 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.
4. While the term 'reasonable suspicion' does not lead itself a precise definition or mechanical application, vague, non-particular, unspecified or rudimentary hunches or intuitive feelings do not meet the standard.
5. Reasonable suspicion is the quantum knowledge sufficient to induce an ordinary 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 as well as the logical inferences and deductions that can be drawn from those facts.
6. Reasonable suspicion may be based upon other matters including 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,
    - Irregular or unusual speech patterns
    - Impaired judgement
    - Alcohol odor on breath
    - 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. • 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.

7. 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.

8. 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.

9. 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:

    a. an alcohol test is administered and the employee's alcohol concentration measures less than .02, or

    b. the start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following the determination that there is reasonable suspicion to believe that the employee has engaged in misuse of alcohol.

D. On-Duty Post-Accident Testing

1. For purposes of the Policy, the term 'accident' means an occurrence associated with the operation of a vehicle causing

    a. the death of an individual,

    b. bodily injury to an individual who immediately receives medical treatment away from the scene of the accident, or

    c. damage to one or more vehicles requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

2. 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.

3. 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 and 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.

4. 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.

E. Random Testing

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

2. 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.

3. 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.

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

5. 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 the notification, the employee shall leave duty as authorized by competent authority and proceed to the testing site as soon as possible. This will not apply to some Departments

as testing is done on-site. For those Departments who do not test on-site, employees selected for testing shall not be allowed to drive themselves to the testing facility, but instead will be transported by the City.

6. An employee shall 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 alcohol.
7. If an individual who is selected for random testing is on long-term leave which is defined as leave anticipated to last at least thirty (30) calendar days, then that individual, at the Chief or Department Head/Manager'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 longterm leave.
8. As far as possible, covered employees will be sent to testing during regularly scheduled duty hours. However, they may be sent for testing while off-duty, if necessary, and paid according to the applicable collective bargaining agreement, policy, or law.

F. Return to Duty Testing

1. Before an employee returns to duty after engaging in alcohol misuse, the employee shall undergo a return-toduty alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. 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.

G. Follow-Up Testing

1. Following the determination by a Substance Abuse Professional (SAP) that an employee is in need of assistance in resolving problems associated with alcohol misuse, the employee shall be subject to unannounced follow-up testing as directed by a Substance Abuse Professional.
2. 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.
3. 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 return-to-duty and follow-up testing for both alcohol and drugs is necessary for that employee.
4. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty.
5. 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 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.

IV. TESTING PROCEDURES FOR DRUGS

A. Testing Facility

1. All collection of urine for random testing shall be performed at a City facility or facilities or at the site of an independent health provider.
2. 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. Privacy Assured

1. 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.
2. Any water source within the privacy enclosure will be secured to prevent its use to adulterate the urine sample.

C. Privacy Not Assured

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

D. Split Specimen

1. The urine specimen must be split and poured into two specimen bottles.
2. 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 initial screening.
3. A second, confirmatory test is to be accomplished by gas chromatography or mass spectrometry.
4. The employee is responsible for payment for the second, confirmatory test.

E. Test Laboratory

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

F. Cutoff Levels

1. 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.
2. Tested levels which fall below these cutoff levels shall be considered negative results.

G. Medical Review Officer

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

H. MRO Review and Interpretation

1. 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.
2. This affords the employee a reasonable opportunity to discuss the test result, and will decided whether there is a legitimate medical explanation for the result including legally prescribed medication.

I. Notification of Positive Test

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. Removal from Duty

1. 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 or Department Head/Manager of the result.
2. Once notified of a verified positive test result, the Police Chief or a person authorized by the Police Chief or the Department Head/Manager will remove the employee from duty.
3. Removal from duty will be immediate and will not await the results of any test of the split specimen.

V. TESTING PROCEDURES FOR ALCOHOL

A. Breath Specimen

1. All collection of breath for random testing shall be performed at a City facility or facilities or at the site of an independent health provider.
2. Alcohol testing shall be conducted by collection of a breath specimen through the use of an Evidential BreathTesting device (EBT) that is approved by the National Highway Traffic Safety Administration or the NYS Division of Criminal Justice Services.
3. 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. Identification of BAT

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. Privacy

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

D. Identification

1. Upon arrival at the alcohol collection site, the employee must provide positive identification to the BAT.
2. 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

1. 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.
2. 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

1. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test must be performed.
2. 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.
3. The confirmation test is conducted using the same procedures as the screening test. A new mouthpiece will be used.
4. If the initial and confirmation test results are not identical, the confirmation test result is deemed to be the final result.
5. 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, or the Department Head/Manager/Manager, and the employee will be removed from duty without delay.
6. 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.
7. The unauthorized use of alcoholic beverage on duty or in a way that impacts an employee's job duties may violate the Employer's disciplinary Policy, workplace rules or statutes.
8. 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.

VI. VOLUNTARY ACKNOWLEDGMENT AND REHABILITATION

A. Voluntary acknowledgment – self disclosure

1. If no violations of this or other applicable Policy have occurred, employees who voluntarily acknowledge a substance misuse or abuse problem and request in writing a Medical Leave shall be approved for Medical Leave as long as the employee is eligible, and such leave does not exceed the total amount allowable in accordance with applicable City Policy and applicable laws.
2. Employee may use accruals (vacation, sick, compensatory) to attend any professionally approved drug and/or alcohol rehabilitation program recommended by the SAP subject to the approval of the City and at the employee's own expense until such employee has been released by the SAP (in writing) as being able to return to work, and has undergone Return to Duty testing in accordance with applicable law and this Policy.
3. The employee shall be required to undergo follow-up testing as defined in this policy. If the result of any such testing is positive or if the employee fails to successfully complete rehabilitation, the City shall seek disciplinary action up to and including termination from employment as allowed by applicable policy and law.

4. If the employee's refusal to cooperate or failure to admit the condition for which treatment is recommended precludes the qualification or acceptance of the employee for treatment, the employee will be deemed not to have successfully completed rehabilitation.
5. Medical leave may be offered a maximum of one time to an employee for reasons related to drugs or alcohol throughout the duration of his or her employment whether or nor his or her employment is continuous unless otherwise required by the Americans with Disabilities Act, the Family and Medical Leave Act, or other applicable law or contract.
6. An employee concerned about drug and/or alcohol use should immediately seek assistance from the Employee Assistance Program (EAP), substance abuse professionals, hotlines and websites.

B. Rehabilitation Program

1. If an employee voluntarily acknowledges a substance misuse ore abuse problem, or if the need arises at the discretion of the City, the employee may be referred to a rehabilitation program by the EAP if the employee is eligible.
2. The rehabilitation program shall consist of treatment deemed appropriate by the SAP. Such program may consist of a single counseling session, out-patient sessions, in-patient programs, or any other program appropriate for the circumstances.
3. The employee may be eligible to return to duty once rehabilitation has been successfully completed, and the SAP has determined the employee is fit to return to duty (in writing) and the employee has successfully completed the return to duty testing.
4. An employee who fails to appear for any of his or her appointments/sessions required as part of the rehabilitation program shall again be subject of disciplinary action up to and including termination of employment.

VII. PROHIBITED CONDUCT - VIOLATIONS

A. Positive Result

Taking a drug or alcohol test required by this Policy leading to a verified positive result. For purposes of this paragraph, 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. Unauthorized Use

The unauthorized use, possession, manufacture, distribution or sale of an illegal drug, controlled substance or drug paraphernalia on or in City-owned property (including City supplied vehicles) or while on City business, or during working hours unless authorized by competent authority as part of an official undercover investigation.

C. Unauthorized Storage

Storing any illegal drug, drug paraphernalia, or any controlled substance whose use is unauthorized, in or on City owned or supplied property (including vehicles) unless authorized by competent authority as part of an official undercover investigation.

D. Reporting to Work

Reporting to work, working, or acting or appearing on behalf of the City requiring the performance of a safety sensitive function while under the influence any 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 safely operate a City vehicle or police motor vehicle or weapon, and does not adversely affect the employee's ability to carry out his or her duties.

E. Use of Alcohol While On Duty

Consuming or using alcohol while on duty, or while performing a safety sensitive function while having an alcohol concentration of .02 or greater, or if the employee is otherwise impaired by or under the influence of alcohol except for situations authorized by this Policy which may include authorization by a competent authority as part of an official undercover investigation.

F. Performing Duty Timeframe

Performing duty within four (4) hours of consuming alcohol.

G. Failure to Notify Use of Prescription Drugs

Failing to notify the employee's supervisor before beginning work that the employee is taking medications or drugs which may interfere with the safe and effective performance of duties. Unless otherwise allowed by applicable law, the employee is not required to inform the City of the name of the medication. The City reserves the right to require the employee to provide a Medical Certification form, Job Task Health Assessment form and/or other written confirmation from the appropriate health care provider(s) to establish fitness for Duty in accordance with the Fitness for Duty Policy. Temporary Modified Duty, Medical Leave or Reasonable Accommodations may be considered by the City in accordance with the Fitness for Duty Policy and/or other applicable Policy/law.

H. Post-Accident Alcohol Test

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.

I. Leaving the Scene of an Accident

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

J. Refusal to Submit and/or Refusal to Sign

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

K. Failure to Produce Sample

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.

L. Failure to Report to Drug or Alcohol Testing Facility

For employees undergoing off-site testing and notified that he or she will be transported to the testing facility by a City representative, failure to report immediately or in a timely fashion to be transported.

M. Failure to Adhere to Requirements of Drug or Alcohol Treatment

Failing to adhere to the requirements of any drug or alcohol treatment or rehabilitation program in which the employee is participating either (1) as a condition of continued employment, or (2) pursuant to a written agreement between the City and the employee.

N. Violation of Law or Statute

Violating any criminal drug or alcohol law or statue while working.

O. Failure to Notify of Citation Resulting from Traffic Collision

Employees shall provide notice to the City of any traffic collision, incident, accident, or ticket occurring in a City or other vehicle or equipment used for City business, whether owned or leased. It is the responsibility of the employee to report any citation received as the result of a traffic collision, incent/accident.

P. Failure to Notify of Arrest or Conviction

Any employee convicted of any federal or state criminal drug or alcohol offense shall notify his or her supervisor of that fact within five (5) calendar days of being informed of the conviction. If necessary, due to the nature of the job, the City shall report drug and alcohol related convictions of any of its employees to appropriate government or law enforcement agencies.

Q. Altering, Adulterating, or Tampering with Samples

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.

VIII. CONSEQUENCES OF A POSITIVE DRUG AND/OR ALCOHOL TEST

A. Removal from Duty

1. An employee who has a positive drug test result pursuant to any drug test authorized by this Policy must be immediately removed from duty.

2. 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.

B. Referral to EAP & Evaluation by SAP

1. 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 (SAP) and counseling and treatment programs.
2. The employee must make an appointment to see a substance abuse professional at the EP provider within five (5) calendar days of being informed by the MRO of a final positive drug test result.
3. The SAP will make a determination as to whether the employee can be returned to full duty after consulting with the Department Head/Manager or HR or Police Chief or his designee as to the employee's job duties.
4. 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.
5. Any employee who has a verified positive drug test will not be allowed to return to full duty until the employee has been evaluated by a substance abuse professional (SAP).
6. 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.
7. 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 SAP to determine whether the employee has properly followed and completed such rehabilitation or treatment program.

C. Return to Duty Testing

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

D. Follow-Up Testing

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

E. Disciplinary Action

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 or applicable collective bargaining agreement up to and including termination of employment.

B. Surrender of Firearms

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.

IX. EMPLOYEE RIGHTS

A. Testing and Waiting Time

1. All time spent on testing, except for follow-up and tum to duty testing, is paid time under regular pay status, including overtime, if applicable.
2. 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

1. 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.
2. Personal information regarding the drug testing results and the rehabilitation program provided to the Police Chief and Department Head/Manager/HR is confidential.

3. 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.
4. The affected employee may request the results of any drug or alcohol test conducted upon them, in writing, by requesting such from the Department Head/Manager or HR or Police Chief or designee.
5. 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.

X. LISTING OF NON-DOT SAFETY SENSITIVE JOB CLASSIFICATIONS

A. RANDOM TEST POOL #1

Left blank intentionally – DOT Testing Pool

B. RANDOM TEST POOL #2

This is the Random Testing Pool for ALL POSITIONS in the POLICE DEPARTMENT. This pool excludes clerical/administrative positions such as Typist, Principal Clerk, Records Manager, etc. This pool excludes School Crossing Guards.

C. RANDOM TEST POOL #3

This is the Random Testing Pool for ALL POSITIONS in the FIRE DEPARTMENT. This pool excludes clerical/administrative positions such as Typist, Principal Clerk, Records Manager, etc.

D. RANDOM TEST POOL #4

This is the Random Testing Pool for ALL POSITIONS (Full Time, Part-Time, On Call, and Temporary) in the RECREATION DEPARTMENT who drive City vehicles or operate and/or maintain City equipment. This pool excludes clerical/administrative positions such as Typist, Principal Clerk, Records Manager, etc.

E. RANDOM TEST POOL #5

This is the Random Testing Pool for ALL POSITIONS (Full Time, Part-Time, On Call, and Temporary) in the DEPARTMENTS OF PUBLIC WORKS, MUNICIPAL LIGHTING, ENGINEERING, WATER POLLUTION CONTROL PLANT, WATER FILTRATION PLANT, ENVIRONMENTAL ENGINEERING, BUILDING INSPECTOR, ASSESSOR, IT, COMMUNITY DEVELOPMENT who drive City Vehicles, operate and/or maintain City equipment, but are not required to be tested under the DOT Testing Policy. This pool excludes clerical/administrative positions such as Typist, Principal Clerk, Records Manager, etc.

XI. DEFINITIONS

Alcohol means ethanol, isopropanol, or methanol.

Alcohol Concentration means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol Use means the consumption of any beverage or mixture, including any medication or mouthwash containing alcohol.

Breath Alcohol Technician (BAT) means an individual who operates an Evidential Breath Testing Device (EBT) and instructs and assists individuals in the alcohol testing process.

Breath Alcohol Concentration (BAC) or alcohol concentration is the amount of alcohol in a volume of breath expressed in terms of grams of alcohol per 201 liters of breath indicated by an evidential breath test.

Collection Site Person is an individual authorized by City of Plattsburgh to collect samples in accordance with this Policy and trained in procedures for such collections. City of Plattsburgh has chosen to follow the highest industry standards for work place collection, testing, and reporting of test results; therefore, City of Plattsburgh procedures will attempt to follow, as a guide only, the federal drug testing procedures.

Confirmation Test In a drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test, and uses a different technique and chemical principle from that of a screening test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GS/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine. In alcohol testing, a second test following a screening test with a result of 0.02 or greater that provides a quantitative data of alcohol concentration.

Drug(s) means a substance considered unlawful under federal law, or the metabolite of the substance.

Drug and Alcohol Provider is the organization contracted by the City to serve as the Drug and Alcohol Coordinator.

Drug Testing means testing for evidence of the use of a drug.

Evidential Breath Testing Device (EBT) is a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath, and is placed on NHTSA's "Conforming Products List" (CPL) of evidential breath measurement devices.

Employee Assistance Program (EAP) means a confidential counseling/referral service for employees and their dependents. EAP is designed to provide assistance to employees and their families to deal with personal problems which may affect their productivity, health, or continued employment. All counseling, assessment, and referral services will be provided by qualified, experienced clinicians with special training in short-term counseling and in assessing and treating substance abuse problems (SAP).

Failing a Drug Test shall mean the test results show positive evidence of the presence of a drug or drug metabolite in an employee's system in amounts that exceed cutoff levels established by this Policy.

Medical Review office (MRO) is a licensed physician responsible for receiving laboratory results generated by the City of Plattsburgh's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test results together with his/her medical history and any other relevant biomedical information.

Prospective Employee means a person whose application has been approved by NYS Civil Service to become an employee.

Random means a scientifically valid method that ensures that all covered employees have an equal chance of being selected.

Sample means urine or breath from the person being tested.

Screening Test or Initial Test means an analytic procedure to determine whether an employee may have a prohibited concentration of drugs or alcohol in a specimen.

Rapid Test means a test designed to provide an instant screened test result.

Refusal to Submit means failure to cooperate and provide a drug or alcohol sample after receiving notice of the test in accordance with City of Plattsburgh's Drug and Alcohol Policy. A refusal will be treated the same as a positive test result. A refusal to test for alcohol occurs when a covered employee fails to provide an adequate breath for testing without a valid medical explanation after receiving notice of the requirement to be tested in accordance with the provisions of City of Plattsburgh 's alcohol misuse prevention plan or engages in accordance that clearly obstructs the testing process.

Safety Sensitive is defined as any potentially dangerous function, where the discharge of duties is fraught with risks of injury to others under such circumstances that even a momentary lapse of attention can have disastrous consequences, including but not limited to, working with equipment that could cause significant injury to others and public safety positions. Refer to 318.9 for a list of positions that perform non-DOT regulated safety-sensitive functions.

Screening Test means an analytical procedure in alcohol testing to determine whether a driver may have a prohibited concentration of alcohol in his/her system. In drug testing, a screening test means an immunoassay procedure to eliminate 'negative' urine specimens from further consideration.

Substance Abuse Professional (SAP) means a licensed physician (medical doctor or doctor or osteopathy) or a licensed certified psychologist, social worker, employee assistance professional, or addiction counselor ("Certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.

APPENDIX G – Domestic Partnership

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Domestic Partnership Policy

Instructions

Domestic Partnership Coverage Extended to ALL City Unions

A recent agreement with the AFSCME union representing the City of Plattsburgh AFSCME employees provides for the extension of coverage to the domestic partners of such City employees for enrollment in the City of Plattsburgh's health insurance program and dental/vision programs administered by the City. Domestic partnership coverage has now been extended to all City unions including AFSCME Local 788, Plattsburgh Police Officer's Union Local 812, the Plattsburgh Permanent Firemen's Union Local 2421, IBEW Local 1249, and AFSCME Local 788 for the Plattsburgh Public Library.

To determine if your domestic partner qualifies for enrollment

Please read carefully these instructions and the attached information on the eligibility requirements including the affidavits you must both sign, the proofs you must submit, the enrollment application, and important tax information provided in the Policy.

Read this entire packet prior to completing it.

At the end of this packet you and your qualified domestic partner will be required to sign a sworn Domestic Partnership Affidavit acknowledging that you have received, read, and accept the rules, requirements and obligations outlined in this Domestic Partnership Affidavit. A copy of this document should be kept in a safe place for your records.

There are three (3) affidavits to sign and other documents to provide

The affidavits you are required to sign and the 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. **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.**

Guidelines

Eligibility:

Upon first certifying as domestic partners, your qualified domestic partner and his or her dependent children will be eligible for health benefits no earlier than thirty (30) days following the date this document is completed and presented to the Human Resource/Finance Office.

Annual Required Recertification:

For continued coverage, you and your qualified domestic partner must recertify and file a new **Domestic Partnership Affidavit** with all required documentation every twelve months. As long as you recertify by this annual deadline, there will be no additional waiting period for renewed eligibility. If you do not recertify by your annual deadline, your domestic partner and his or her dependent children will lose health coverage until you again certify your domestic partnership status.

One Domestic Partner:

You can have only one qualified domestic partner *or* one spouse active on your health plan at a time.

Summary Plan Description:

Health benefit coverage for qualified domestic partner and their dependents will respectively match those provided to spouses and dependents as stated in the City Healthcare Summary Plan Description. Qualified domestic partners and their dependents are also subject to the same Plan rules stated in the City Healthcare Summary Plan Description.

Qualified Beneficiaries for COBRA:

Domestic partners are not considered "qualified beneficiaries" under the federal COBRA laws and therefore will have no right under the law for continued self-pay benefits after a "qualifying event" which causes loss of health coverage.

Change in Domestic Partnership Status:

The covered member must notify the City within fifteen (15) days of any change in status as domestic partners which would change eligibility for City healthcare benefits. Upon termination of domestic partner status, the covered member must also submit a **Statement of Domestic Partnership Termination** to the Human Resource Office and mail a copy to the domestic partner within the same fifteen (15) day timeframe.

Residency Requirement:

Qualified domestic partners must prove that they have resided together and been financially interdependent for at least one year (12 months) prior to the submission of this affidavit. Any dependent children being enrolled for coverage must also have met this residency and financial interdependence requirement.

Frequently Asked Questions (FAQs)

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 do I enroll a domestic partner?

STEPS	FORMS	PAGE
Step 1 - Complete	Affidavit of Domestic Partnership Form	7
Step 2 - Complete	Affidavit of Dependence Form	8
Step 3 - Complete	Affidavit of Residency and Financial Interdependence	9
Step 4 - Submit	Two (2) Proof of Financial Interdependence items One (1) Proof of Residence for each partner	10
Step 5 - Complete	BSNENY Health Insurance Enrollment Form	12

What is the Dependent Tax Affidavit?

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 complete the **Affidavit of Dependence** and return it with the other documents.

Note that applications filed without the required affidavits or proof will delay processing.

When does coverage begin?

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 (>7 but <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 (≥29 days) 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 are required to satisfy a waiting period.

When does coverage end?

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 three (3) affidavits you both have signed.

The terms and conditions of your coverage require you to report this relationship termination within fifteen (15) days of its occurrence.

How do I report that the partnership has ended?

Within fifteen (15) 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 or the HR Office and must be submitted immediately upon termination of the partnership. It is also attached to this policy.

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 filed with the Health Benefits Administrator.

Are Dental and Vision Coverage extended to the Domestic Partner?

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

What are the Income Tax implications? When is 'Imputed Income' charged to me?

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 the City Chamberlain or HR for an approximation of the fair market value for the City of Plattsburgh administrated health (medical and prescription), dental and vision coverages.

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.

When is 'Imputed Income' not charged to me?

If your partner DOES qualify as a dependent under IRC 152, there will be no imputed income.

You must complete the **Dependent Tax Affidavit** and submit it with your other enrollment documents.

What are the Pre-tax Contribution Program implications?

Under IRC Section 125 rules governing pretax contributions, a domestic partner is not aneligible dependent unless they qualify under Section 152.

Therefore, if your partner is a NOT 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.

Are my partner's children eligible for coverage?

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 the **Affidavit of Dependence Form**. 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 **Affidavit of Dependence** may be required.

No dependents of a Domestic Partner other than children can be covered under this Domestic Partner program.

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Affidavit of Domestic Partnership

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

1. We are both eighteen years of age or older and unmarried. If either or both of us have been married, we submit evidence of the termination of the marriage.
2. We are not related by blood in a manner that would bar marriage under the laws of the State of New York.
3. 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.
4. We are in a relationship of mutual support, caring and commitment, and have assumed responsibility for each other's welfare.
5. We have been living together on a continuous basis for a least one year prior to the date of this affidavit.
6. One of us is enrolled in the City of Plattsburgh's Health Insurance Program.
7. Neither of us has been registered as a member of another domestic partnership within the last two years.
8. I, the enrollee, affirm that I will file a Termination of Domestic Partnership form within fifteen (15) days of the date I/my partner no longer meet one or more of the qualifying criteria set forth above.
9. 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.
10. We have read and understand this affidavit and have been given the opportunity to ask questions regarding its content.

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

Subscribed and sworn to before me on this_____*day of*_____*month,*_____*year*

Notary Public

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Affidavit of Dependence

The following definitions extracted from the Internal Revenue Code (IRC) may be helpful in determining if your dependent qualifies as a dependent for federal purposes. **It is recommended that you seek the advice of a tax professional or consult with your tax advisor before you complete this affidavit.**

IRC Section 152 Dependent Defined

- Under IRC Section 152 a dependent can be a qualifying relative [S152 (a) (2)]
- A qualifying relative can be an individual with respect to whom the taxpayer provides over one-half of the individual's support for the calendar year in which such taxable year begins[S152 (d) (1) (c)] and,
- Is 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 the same principal place of abode as the taxpayer and is a member of the taxpayers household. [S152 (d) (2) (h)]
- An individual shall not be treated as 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. [S 152 (f) (3)]

Name of Dependent	***Dependent Social Security Number***

☐ **DOES qualify as my dependent under Internal Revenue Code Section 152**
Checking this box is my official affirmation to City of Plattsburgh that **I am not subject to federal tax withholding for** any imputed income resulting from benefits extended to my dependent. I understand that I will be required to complete a new Dependent Tax Affidavit if my dependent's status under IRC section 152 changes at any time.

☐ **DOES NOT qualify as my dependent under Internal Revenue Code Section 152**
Checking this box is my official affirmation to City of Plattsburgh that **I am responsible for reporting and paying federal tax** on any imputed income resulting from benefits extended to my dependent. I understand that I will be required to complete a new Dependent Tax Affidavit if my dependent's status under IRC section 152 changes at any time.

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

Subscribed and sworn to before me on this_____*day of*_____*month,*_____*year*

Notary Public

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Affidavit of Financial Interdependence

Qualified domestic partners must prove that they have resided together for at least one year prior to the submission of affidavits and must prove that they are currently financially interdependent. Any dependent children being enrolled for coverage have also met the residency and financial interdependence requirements.

The undersigned, being duly sworn, depose 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 interdependence
- We understand that proof submitted must show financial interdependence for at least one (1) year.

LIST A

☐ Joint obligation on a loan (including an affidavit by a creditor for a personal loan Joint ownership of our residence
☐ 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
☐ Designation of one partner as the representative payee for the other's government benefits Joint ownership of holding investments
☐ Joint ownership of holdings of investments
☐ Joint ownership of 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)
☐ Status as authorized signatory on the partner's bank account, credit card, or charge card
☐ Other proof establishing economic interdependence

Print Name of Enrollee
Enrollee Address
Enrollee Signature *(Sign in presence of Notary)*
Print Name of Partner
Partner Address
Partner Signature *(Sign in presence of Notary)*
Notary Subscribed to and sworn to before me this _____ day of _____, 20_____ Notary Public _____

DISCOVER
PLATTSBURGH

Proof of One Year Residency Documents

- 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 also submit a copy of another document that proves residency began at least one year ago.

DOCUMENTS

- ☐ 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 (*Albany, New York City, Rochester, Ithaca*)

DISCOVER
PLATTSBURGH

Termination of Domestic Partnership

1. I_____certify that
Name of employee (please print)

_____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_____.

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 me 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

BlueShield
of Northeastern New York

PO Box 15013, Albany, NY 12212-5013

Enrollment Application/Change Form — LARGE

1—Group Employer Information. This section should be completed by the Group Benefits Administrator. This application cannot be processed without this information and a signature. Please use blue or black ink, print one character per box.

Subscriber Status: ○ Active ○ Retired ○ COBRA

Group # Subgroup # Class #

Employer Name

Association/Chamber Name (if applicable)

Group Administrator Signature / Date

Please indicate reason for COBRA:

○ Left Employ / Retirement ○ Death of Spouse
○ Divorce/Legal Separation ○ Dependent Reached Max Age
○ Loss of Student Status ○ Other

Effective Date (MMDDYY) COBRA Effective Date (MMDDYY)

Hire/Rehire Date (MMDDYY) Retired Effective Date (MMDDYY)

2—Subscriber Plan Section Please use blue or black ink, print one character per box. Check applicable plan(s).

Plan Number: **Please indicate copay:** PCP $ Specialist $

○ POS ○ POS Plus ○ Dental ○ HMO ○ HMO Plus
○ PPO ○ Traditional ○ Vision ○ EPO ○ Aqua ○ Other

Please choose coverage type **Single or Family:**

○ Medical ○ S ○ F
○ Dental ○ S ○ F
○ Vision ○ S ○ F

3—Reason for Enrollment/Change - Subscriber, please indicate the reason for this enrollment or change.

○ New Hire ○ COBRA ○ Primary Care Physician ○ Remove Dependent ○ Loss of Coverage
○ Open Enrollment ○ Address/Phone Number ○ Last Name ○ Retirement

○ Add Dependent Please indicate reason for adding dependent: ○ Newborn ○ Marriage ○ Loss of Coverage
○ Adoption ○ Domestic Partner ○ Change in Student Status

4—Subscriber Information

Please complete both sides of this application. The subscriber signature is required in order to process the application.

Subscriber's Last Name Subscriber's First Name M.I.

Social Security Number - - Date of Birth (MMDDYY) Telephone Number (include area code) - - Gender: ○ Female ○ Male

Mailing Address ○ Apt ○ Suite

Marital Status ○ Single ○ Married ○ Divorced ○ Legally Separated ○ Widowed

City State Zip Code

E-mail Address Marital Status Event Date (MMDDYY)

○ Medicare Eligible Please indicate reason for Medicare eligibility: ○ Age 65+ ○ Disability ○ End Stage Renal Disease

Medicare Number (if applicable) Part A Effective Date (MMDDYY) Part B Effective Date (MMDDYY) Part D Effective Date (MMDDYY)

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4—Subscriber Information continued

Primary Care Physician's Last Name

Primary Care Physician's First Name

Primary Care Physician Number: Are you a current patient, or if not a current patient, have you verified that the PCP will accept you as a new patient? ◯ Yes ◯ No

Do you have additional group health insurance? ◯ Yes ◯ No

Name of Prior Health Care Insurer

Policy Identification Number

Policy Effective Date (MMDDYY)

Policy Cancellation Date (MMDDYY)

5—Dependent Information Please provide all information for each person to be covered.

Spouse/Domestic Partner's Last Name

Spouse/Domestic Partner's First Name

M.I.

Social Security Number

Date of Birth (MMDDYY)

Gender: ◯ Female ◯ Male

Are you enrolling as a Domestic Partner? ◯ Yes ◯ No

E-mail Address

◯ Medicare Eligible Please indicate reason for Medicare eligibility: ◯ Age 65+ ◯ Disability ◯ End Stage Renal Disease

Medicare Number (if applicable)

Part A Effective Date (MMDDYY)

Part B Effective Date (MMDDYY)

Part D Effective Date (MMDDYY)

Primary Care Physician's Last Name

Primary Care Physician's First Name

Primary Care Physician Number: Are you a current patient, or if not a current patient, have you verified that the PCP will accept you as a new patient? ◯ Yes ◯ No

Do you have additional group health insurance? ◯ Yes ◯ No

Name of Prior Health Care Insurer

Policy Identification Number

Policy Effective Date (MMDDYY)

Policy Cancellation Date (MMDDYY)

Dependent's Last Name

Dependent's First Name

M.I.

Social Security Number

Date of Birth (MMDDYY)

Gender: ◯ Female ◯ Male

Is your over-age dependent handicapped? ◯ Yes ◯ No

E-mail Address

◯ Medicare Eligible Please indicate reason for Medicare eligibility: ◯ Age 65+ ◯ Disability ◯ End Stage Renal Disease

Medicare Number (if applicable)

Part A Effective Date (MMDDYY)

Part B Effective Date (MMDDYY)

Part D Effective Date (MMDDYY)

Is dependent a full-time student? ◯ Yes ◯ No If yes, please indicate college/university name:

College/University Name

Expected Graduation Date (MMDDYY)

Primary Care Physician's Last Name

Primary Care Physician's First Name

Primary Care Physician Number: Are you a current patient, or if not a current patient, have you verified that the PCP will accept you as a new patient? ◯ Yes ◯ No

Do you have additional group health insurance? ◯ Yes ◯ No

Name of Prior Health Care Insurer

Policy Identification Number

Policy Effective Date (MMDDYY)

Policy Cancellation Date (MMDDYY)

5—Dependent Information continued

Please provide all information for each person to be covered.

Subscriber's Last Name | Subscriber's First Name | M.I.

Social Security Number - - | Date of Birth (MMDDYY)

Dependent's Last Name | Dependent's First Name | M.I.

Social Security Number - - | Date of Birth (MMDDYY) | Gender: ○ Female ○ Male

Is your over-age dependent handicapped? ○ Yes ○ No

E-mail Address

○ Medicare Eligible Please indicate reason for Medicare eligibility: ○ Age 65+ ○ Disability ○ End Stage Renal Disease

Medicare Number (if applicable) | Part A Effective Date (MMDDYY) | Part B Effective Date (MMDDYY) | Part D Effective Date (MMDDYY)

Is dependent a full-time student? ○ Yes ○ No If yes, please indicate college/university name:

College/University Name | Expected Graduation Date (MMDDYY)

Primary Care Physician's Last Name | Primary Care Physician's First Name

Primary Care Physician Number: Are you a current patient, or if not a current patient, have you verified that the PCP will accept you as a new patient? ○ Yes ○ No

Do you have additional group health insurance? ○ Yes ○ No

Name of Prior Health Care Insurer

Policy Identification Number | Policy Effective Date (MMDDYY) | Policy Cancellation Date (MMDDYY)

Dependent's Last Name | Dependent's First Name | M.I.

Social Security Number - - | Date of Birth (MMDDYY) | Gender: ○ Female ○ Male

Is your over-age dependent handicapped? ○ Yes ○ No

E-mail Address

○ Medicare Eligible Please indicate reason for Medicare eligibility: ○ Age 65+ ○ Disability ○ End Stage Renal Disease

Medicare Number (if applicable) | Part A Effective Date (MMDDYY) | Part B Effective Date (MMDDYY) | Part D Effective Date (MMDDYY)

Is dependent a full-time student? ○ Yes ○ No If yes, please indicate college/university name:

College/University Name | Expected Graduation Date (MMDDYY)

Primary Care Physician's Last Name | Primary Care Physician's First Name

Primary Care Physician Number: Are you a current patient, or if not a current patient, have you verified that the PCP will accept you as a new patient? ○ Yes ○ No

Do you have additional group health insurance? ○ Yes ○ No

Name of Prior Health Care Insurer

Policy Identification Number | Policy Effective Date (MMDDYY) | Policy Cancellation Date (MMDDYY)

-over-

5—Dependent Information continued

Please provide all information for each person to be covered.

Dependent's Last Name

Dependent's First Name

M.I.

Social Security Number

Date of Birth (MMDDYY)

Gender: ○ Female ○ Male

Is your over-age dependent handicapped? ○ Yes ○ No

E-mail Address

○ Medicare Eligible Please indicate reason for Medicare eligibility: ○ Age 65+ ○ Disability ○ End Stage Renal Disease

Medicare Number (if applicable)

Part A Effective Date (MMDDYY)

Part B Effective Date (MMDDYY)

Part D Effective Date (MMDDYY)

Is dependent a full-time student? ○ Yes ○ No If yes, please indicate college/university name:

College/University Name

Expected Graduation Date (MMDDYY)

Primary Care Physician's Last Name

Primary Care Physician's First Name

Primary Care Physician Number: Are you a current patient, or if not a current patient, have you verified that the PCP will accept you as a new patient? ○ Yes ○ No

Do you have additional group health insurance? ○ Yes ○ No

Name of Prior Health Care Insurer

Policy Identification Number

Policy Effective Date(MMDDYY)

Policy Cancellation Date(MMDDYY)

HMO/POS Coverage

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and;
- Treatment of physical complications of the mastectomy, including lymphedemas.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

If you would like more information on WHCRA benefits, call your Plan Administrator.

6—Disclosure / Signature

Subscriber signature required.

I AUTHORIZE ANY LICENSED DOCTOR, HOSPITAL OR OTHER HEALTH CARE PROVIDER TO PROVIDE MY PLAN WITH ANY INFORMATION REQUESTED CONCERNING MEDICAL SERVICES I OR MEMBERS OF MY FAMILY HAVE RECEIVED, WHICH THE PLAN DETERMINES IS NECESSARY FOR THE OPERATION AND REGULATION OF THE PLAN. THIS INFORMATION WILL BE KEPT CONFIDENTIAL AND IS VALID FOR UP TO 24 MONTHS.

Important: Please read and sign below:

*** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.**

✓ **Subscriber Signature** _____ **Date** _____

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SIGNATURE PAGE

In Witness Whereof, The Parties Set Their Hands as of this 21st Day of September, 2018

~~For the City of Plattsburgh New York~~ Employees' Local 788, Council 66, American Federation of State, County and Municipal Employees

Jason Keable, President

John McPhillips, Council 66 Representative

For the City of Plattsburgh, New York

Colin Read, Mayor

Brian Kremer, City Attorney