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POL/6789

2016-2018

CITY OF GENEVA

AND

GENEVA POLICE COMMAND OFFICERS ASSOCIATION

THREE YEAR CONTRACT

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

1/1/16 - 12/31/18

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2016

Sergeant	66,098	68,357	70,562	72,861	77,398
Lieutenant	71,603	74,062	76,459	78,755	83,351
Captain	77,034	79,783	82,382	84,675	89,263

2017

Sergeant	66,759	69,041	71,268	73,590	78,172
Lieutenant	72,319	74,803	77,224	79,543	84,185
Captain	77,804	80,581	83,206	85,522	90,156

2018

Sergeant	67,760	70,077	72,337	74,694	79,345
Lieutenant	73,404	75,925	78,382	80,736	85,448
Captain	78,971	81,790	84,454	86,805	91,508

The City will pay out overtime at each payroll.

The City will pay an additional 5% of base pay for the period of worked time a Command Officer serves as Acting Chief in the event of the Police Chief's absence.

ARTICLE V

LONGEVITY

The longevity feature of the pay plan of the Employer shall be as follows, and shall be paid on or before the first day of December each year:

5 - 9 years	\$ 350.00
10 - 14 years	\$ 650.00
15 - 19 years	\$ 850.00
20 - 25 years	\$1,150.00
Each year over 25	\$1,150.00 + \$50.00

EXAMPLE: 26 years: \$1,150 plus \$50 = \$1200; 30 years: \$1,150 plus \$250 = \$1400

ARTICLE VI **SHIFT DIFFERENTIAL**

Effective January 1, 2016 through December 31, 2018, the following Shift Differential Pay Policy is hereby established:

- A. 3:00 p.m. to 11:00 p.m. shift – 4.5% of Base Salary
- B. 8:00 p.m. to 4:00 a.m. shift – 5.5% of Base Salary
- C. 11:00 p.m. to 7:00 a.m. shift – 6.5% of Base Salary

The City and Command Officers agree to sunset this item. Re-opener only if there is a change to shift differential in the Police Officers contract.

ARTICLE VII **RETIREMENT PLAN**

Effective April 1, 1985, the City will offer, at the option of the employee, the 20 year Police Retirement Program. The 20 Year Plan is Section 384(d) Non-Contributory. The City will continue to provide a 1 year Final Average Salary - Section 302-9(d) and currently employed there is a one year period in which to select the 20 year plan. City will provide 375-I Non-Contributory Plan for Retirement.

ARTICLE VIII **WORK DAY, WORK WEEK**

1. The parties mutually agree to the procedures, rules and regulations presently in existence within the Police Department pertaining to the Work Day and Work Week for Sergeants only.

- A. If a Command Officer is assigned as Night Supervisor, he will work 7:00 p.m. to 3:00 a.m. or 8:00 p.m. to 4:00 a.m. Days off will be assigned by the Chief of Police or his/her designee.

2. In addition, the following pay allowances shall be made:

Time and one half pay for off-duty officer called for court work. Minimum of three (3) hours will be paid.

- A. Time and one-half pay based on hourly rate will be paid for off-duty officer for time authorized when called before grand jury.
- B. Time and one-half pay when called in by superior officers for parades, demonstrations or emergencies with a minimum of four hours regular pay guaranteed.
- C. Overtime shall be paid to each employee covered under this agreement at the rate of time and one-half the employee's regular hourly rate for all time worked over the regular eight-hour tour of duty for the purpose of completion of reports, investigations or parades, demonstrations or emergencies. Overtime does not apply in any circumstances for the officer serving in command of the Police Department as designated by the Chief of Police during the absence of the Chief of Police.
- D. When a member of the Association reports to an emergency call without being called out or assists an officer on the street in an emergency situation while off duty shall be compensated at a rate of time and

one-half for the period of time involved providing such claim of compensation is approved by the Chief of Police.

E. Work Day, Work Week. "The Police Chief may change the normal work week shift assignment with a seven (7) day notice or in case of emergency".

3. Shifts shall be selected based upon seniority on an annual basis based on date of rank as a command officer.

ARTICLE IX CLOTHING ALLOWANCE & EQUIPMENT PAYMENT

An amount of \$1000.00 will be paid out each year of the contract to each command officer January 1st of each contract year.

ARTICLE X HOLIDAYS, VACATIONS AND SICK LEAVE

The parties mutually agree to the procedures, rules and regulations presently governing holidays and sick leave.

Holidays

The paid holidays will be 13 days per year. Holidays will be taken over a 50 week period excluding the last two weeks of December.

A maximum of thirteen (13) holidays to be credited by pay to an employee who has accrued such number. Any employee desiring such pay must submit a written notice no later than November 15 each contract year, indicating the number of holidays to be so credited. An employee shall not be permitted more than three (3) holidays off between November 15 and December 17 each contract year.

An employee who works on Thanksgiving Day and/or Christmas Day shall be paid at the rate of time and one-half his/her regular pay for all hours actually worked. If scheduled to work on Easter Sunday, employee will receive one-half (1.5) times his/her normal hourly salary.

Pay for such accrued holidays will be received by the employee on or before December 1 of the current calendar year.

Both parties agree to review and discuss whether any new Federal or State declared holidays will be added to the existing list in this contract.

For Sergeants, providing sufficient manpower is available, and both Sergeants are working, one of the Sergeants shall have the opportunity to take a holiday for that day.

Vacation

Vacations will be allowed over 52 weeks as authorized by the Chief of Police. The vacation schedule will be as follows effective January 1, 2016 for the contract years 2016-2018.

SERVICE

0 - 1 Year
2 - 4 Years
5 - 12 Years

VACATION

1 Week
2 Weeks
3 Weeks

13 – 19 Years
20 Years and Over
25 Years and Over

4 Weeks
5 Weeks
5 Weeks plus 1 day(max out at 30 years)

A member of the Association will be able to use up to five (5) vacation days on an individual basis. There must be 24 hours notification and the approval of the Chief is required. If the Chief denies such a request, there shall be no recourse on the part of the individual or group to file a grievance, seek arbitration or seek any other remedy in this matter.

Vacation Conversion

Employees may elect in writing to the Police Chief and City Comptroller prior to December 1st of each year to convert up to five (5) days of unused vacation to cash or days to rollover to next year. Comptroller's Office will provide a form that must be completed, approved by supervisor and returned by December 1st of each year noting all requests for payment of unused vacation days and/or rollover conversion.

Personal Days

In addition to the vacation schedule, four (4) personal days will be authorized for each calendar year plus one (1) additional personal day provided for perfect attendance from the previous year. In conjunction with the attendance incentive, up to five (5) personal days will be authorized(see language under attendance incentive)The use of this additional person day would be consistent with current contract language noted in Article X-Attendance Incentive. Personal days will be taken over a 50 week period excluding the last two weeks of December. The employee taking a personal day will notify the desk officer on duty at least 12 hours prior to such leave day.

Employees may elect in writing to the Police Chief and City Comptroller prior to December 1st of each year to convert up to four (4) unused personal days may be cashed in at the end of the year. Employees exercising this option shall be paid for the personal leave day conversion with the separate check issued for vacation conversion or with the last paycheck in December.

Sick Leave

Police Command Officers agree to drop the unlimited sick leave provision. For all new officers to the Association after January 1, 1987, sick leave accumulations will be carried forward from the previous service record. For command Officers under this Association prior to January 1, 1987 and beginning June 1, 1988, the bank of accumulated sick leave will equal the number of years of service times 12 sick leave days less the number of sick leave days actually taken, or 120 days, whichever is greater.

A command officer shall earn four hours paid sick leave for each two week pay period of active service (on active payroll for at least 50% of scheduled working days), not to exceed thirteen (13) days accumulative to a maximum of 285 days, unless noted differently in sick leave upon retirement section.

Attendance Incentive

The attendance incentive shall provide for an annual pay-out for perfect attendance as stated below. This benefit is prorated based on start date and/or retirement/separation of employment for the City.

- 0 Sick Days Used in year--\$800.00 plus 1 additional personal day to be banked and used the following year.

The use of this personal day would be consistent with current contract language noted in Article X. (Personal Days)-page 8. The attendance incentive benefit is prorated based on start date and/or separation of employment from the City.

The year referred to runs from January 1 to December 31. Each member covered under this contract will receive this incentive pay by the fifteenth (15th) day of the proceeding month of January.

EXAMPLE : On December 10 of a given year, C.O. Jones call in to request one day sick time off based on a prior work-related compensation injury. C.O. Jones returned from that injury less than 6 months prior to the time requested. For purposes of this section, there is no loss of benefit. No other sick days were taken by C.O. Jones this year, so C.O. Jones receives \$750 payment plus one (1) added personal day to be banked and used the following year.

Sick Leave Upon Retirement (Cash-out)

Effective January 1, 1993, Officers, who retire from the city and receive benefits under the Retirement System for normal or disability retirement or upon death when Officer has completed 20 years of service payable to his estate, shall receive payment as follows up to a maximum of 285 days unless noted below:

If no notice is given by July 1st of the calendar year prior to the command officer's retirement or after the 30 days from the ratification of this contract then the payment shall be as follows:

- 1-100 days @ \$35.00 per day
- 101-200 days @ \$60.00 per day
- 201-285 days @ \$85.00 per day

Example: No notice received and command officer has 50 days of sick time. 50 days: 50 x \$35.00; 110 days: 100 x \$35 plus 10 x \$60 with cap of 285 days paid out.

(note: If the City of Geneva is notified in writing by July 1st of the calendar year prior to your retirement the City Manager will approve to pay up to a cap of 315 days at \$85 per day.) If an employee contemplates retirement in 2010, the City of Geneva must be notified in writing no later than 30 days from the date of ratification to be eligible for this benefit.

If notice is given by July 1st of the calendar year prior to the command officer's retirement or after the 30 days from the ratification of this contract then the payment shall be as follows:

- 1-100 days @ \$35.00 per day
- 101-200 days @ \$60.00 per day
- 201-285 days @ \$85.00 per day

Example of days under 285: Notice received and approved by the City Manager and command officer has unused sick days as follows: 50 days: 50 x \$35.00; 110 days: 110 x \$60; 210 days: 210 x \$85 with cap of 315 days paid out.

Example of days over 285: Notice received and approved by the City Manager on or before the July 1st date and has unused sick days as follows: Sgt. Smith notifies the City Manager on July 1, 2010 of his intent to retire on

February 4, 2011. Sgt. Smith has 300 days at his retirement date and shall be paid 300 days x \$85 with a cap of 315 days paid out.

The officer must have at least 50 sick days accumulated to qualify for this benefit.

Further, for members of this bargaining unit who have at least 200 sick days accumulated, the use of one sick day per year would be "excused" given the provisions of the Sick Leave Incentive.

Sick Leave Bank

A sick leave bank will be established subject to the following: Participating employees will donate one (1) sick leave day per year to the bank.

- a. A committee of five (5) will be called when a written request for sick time is made to the Police Chief and Association President within two (2) weeks of request.
- b. The committee will consist of the Police Chief (1); one (1) representative named by the Association; one (1) representative named by the City Manager; two (2) representatives mutually agreed to by the City Manager and the Association President.
- c. The committee will act on requests which reflect major sick time loss and will be guided by past history of sick time use.
- d. Sick time over that which has been earned will be granted only upon a vote of three (3) or more ayes. Any vote of less than three (3) ayes will result in rejection.
- e. The vote will be by secret ballot.
- f. The committee's action will be final and not subject to explanation, grievance procedure or arbitration. There will be no provision for appeal.
- g. In cases when a member has used all sick time due to serious illness of reasonable long duration the committee may restore time provided there is a pay back provision. The time will be given by the City and a record kept by the Police Chief. The recipient will be required to pay back time on a schedule established by the committee.
- h. All records will be kept by the Police Chief, with a semi-annual accounting made to the Association upon request of the Association President.
- i. Copies of each transaction will be presented to all committee members and filed in the Police Chief's office.

ARTICLE XI

HEALTH INSURANCE

Health Insurance Addendum

Benefits pursuant to and consistent with the November 17, 1998 and February 3, 1999 City Council Resolutions and the Health Addendum as attached to those resolutions.

A. Health Insurance for Employees

- a) Employees in this union agree to change to new product coverage, plans established by the Finger Lakes Municipal Health Insurance Trust (FLMHIT), currently administered by MVP, under the following conditions
- o July 1, 2011—Employees in this union agree to change base plans from Excellus BC Value to FLMHIT Mid plan and Excellus BC25 to Core plan. Once a vested retiree reaches age 65 they will be covered by FLMHIT (currently MVP Gold) or comparable product; new employees hired after January 1, 2004—base plan Core and once reaches 65, eligible for single plan.
 - o January 1, 2016—Employees in this union agree to change base plan from FLMHIT Mid plan to Core, no option to go back to Mid in the future years with a health reimbursement account (HRA) to use for “out-of-pocket” medical expenses.
- b) A vested right to receive health insurance will exist for employees of this unit who attain twenty years of service with the City of Geneva. They would retain the right to receive health insurance in their retirement on the same basis as their employment, benefit and co-pay status and consistent with Council Resolutions, including the November 17, 1998, December 15, 1998 and February 3, 1999 resolutions. The right to receive health insurance includes this, or a comparable plan, in their retirement, as further defined below and in a manner consistent with the vesting health insurance benefits for retirees.
- c) In exchange for switching the health insurance base plan: a) the City is including, as part of the wage settlement, a 1% increase in the 1999 wage increment; and b) employees with twenty years of service with the City are given an irrevocable vested right to receive health insurance in their retirement consistent with their employment, benefit and co-pay status.
- d) Co-pays are as follows:
- Employees hired prior to January 1, 1993 have no required premium co-pay.
 - Employees hired after January 1, 1993 shall be required to pay, through payroll deduction, 40% of the monthly health premium costs for the first 3 years, 30% for the 4th and 5th years, and 20% indefinitely thereafter.
 - Employees hired after January 1, 2004*, Employer shall pay 100% of the premium for single coverage under the FLMHIT plan. If employees hired after January 1, 2004 desire to purchase additional coverage for family members, they may do so at their own expense through payroll deduction.

*This clause only affects individuals that transfer from another outside employer into this police command officers bargaining unit.

- e) Should any employee wish to remain with FLMHIT Mid (or switch to Mid, if available), that right would exist, provided the employee pays the entire difference between the City’s base plan cost for that employee and the then current cost of the FLMHIT Mid plan coverage. This right would also redound to the employee during retirement, provided the service time provision required for vesting is met.
- f) The vested right given the employee is based upon the category and type of insurance he/she was eligible for. That is, if the employee was eligible for family coverage in Core, but chooses less expensive single person coverage, the vested right is in the Core family coverage.

B. Additional Health Insurance Provisions for Retirees

In addition to the provisions listed above in the section on Health Insurance for Employees, the following would also apply to Retirees who have vested rights:

- a) For retirees, the City Council will reserve, at any time, the right to establish a new "floor" at a level not less than the City's contribution to retirees' health insurance premiums for the prior year. Absent such action, the City would pay increases in the cost of the health insurance premium consistent with the above, including any applicable former employee's co-pay requirement. Other provisions for current employees that relate to the health insurance program, such as the switching or buyout provisions would hereafter be indexed against the cost of Choice.
- b) If a retiree chooses a local insurance program that is less expensive than the amount of Choice, the City will pay the cost of that insurance alternative subject to the retiree benefit level and matching or co-pay status.
- c) Retirees switch to FLMHIT (currently MVP Gold) coverage, or an equivalent, when they reach the age of 65. Employees hired after 1/1/04, switch to FLMHIT or comparable product, Single plan.
- d) All retirees who find other employment wherein the new employer offers health insurance to the retiree, shall not be eligible to participate in the City retiree health insurance program until such time as they are no longer working in a situation where health insurance is provided. When health insurance is no longer available due to a change in employment status, the retiree would have the right to opt back into the City plan, without any loss of benefits described herein, at the next available election date.
- e) If a retiree has a spouse who also works for the City, then there shall only be one health insurance benefit provided. Retirees would be required to certify their status.
- f) For the purposes of retiree health coverage, an elected position under the Constitution of the State of New York shall not constitute post-retirement employment by any member of this unit.

C. Significant Change in Employee Health Insurance- In the event of a significant change in the base health insurance plan, the City will make all reasonable good faith efforts to identify other plan that are comparable to the base plan and such plans will be offered to the employees. If there is a disagreement regarding this issue, between the City and the employees, this shall be considered to be a re-opener, but only for this issue.

In the event an officer is killed in the line of duty, his or her spouse and eligible children will be covered by all medical insurance until the age of 65 or the spouse remarries (whichever comes first) and/or death. Full payment will be made by the city for insurance as if the officer had been eligible for, and had, retired.

HRA Benefit: There will be no new funding of this benefit until new contract ratified for 1/1/2018.

Employees in this union agree to change base plan to FLMHIT Core plan, currently administered by MVP, no option to go back to the base of Mid in future years with a health reimbursement account (HRA) to use for "out-of-pocket" medical expenses. If you don't use the full amount on your annual HRA, it rolls over from year to year. You take the balance with you into retirement to pay for future medical expenses or premiums.

- \$600 HRA for single plan
- \$1050 HRA for 2-person plan
- \$1150 HRA for family no spouse plan
- \$1400 HRA for family plan

Note—documentation of eligible coverage required, consistent with the buyout language.

Upon death of the employee/retiree, the City will notify the surviving spouse and/or tax qualified dependents as noted on the beneficiary form by letter and will have 90 days from date of the letter to notify the City of Geneva Personnel Office in writing of either option noted below:

1. Receive check for remaining amount of HRA (check will be given to the beneficiary noted on file with the City and paid out once reimbursement is received from HRA carrier. This amount would be taxed and the City will provide a 1099 to person(s) noted on the beneficiary form) OR
2. Notification to continue utilizing this money for payment of health insurance premiums.

Note: If there is no completed beneficiary form on file with the Personnel Office at time of employee/retiree death, then the monies will be forfeited to the City.

Each employee must notify the Personnel Office in writing by January 1st each year with one (1) option only:

1. HRA for this amount will be put on the following years HRA account-(Example:50% of savings for 2016 put on HRA 1/1/17); OR
2. Receive payroll check as noted in language(July & December)

Note: If monies are paid out in an HRA or payroll check and a qualifying event or resignation affects this benefit, then members of this bargaining unit will be responsible for making the employer whole and/or the employer makes members of the bargaining unit whole through payroll with signed documentation of this action. If employee resigns or separates employment with the City, the monies will be paid out once reimbursement is received from the HRA carrier and the amount will be taxed and reported as income. The HRA amount for that year will be paid in full if retiring from the City with twenty (20) years employment, and the City is responsible for the monthly administrative fee (manual submission at a cap of \$34.20 annually-If the monthly premium increases, then the retiree will be notified of the increase and amount due) from date of retirement and each year funds are available to spend down in the account. The retiree would only be responsible for the annual amount above the \$34.20. If the administrative fee is increased and retiree does not pay the City reserves the right to pay out the monies as taxed income to the retiree.

Buy-Out, Switching and Shared Savings Procedures

Employees who are eligible to be enrolled in the City's health plan may be eligible for a shared savings payment from the City if they choose to be covered under their spouse's insurance plan or if the employee chooses a less expensive medical plan offered by the City. Note that the only exception to eligibility is where the spouses are also employed by the City of Geneva. The City prohibits duplicate insurance coverage and benefits that would be derived from such a situation. This buy-out option is subject to the following conditions:

- a. In order for an employee to receive compensation in lieu of city-provided health insurance, the employee must be covered by alternative health insurance coverage and provide evidence of that coverage.
- b. Notification to take the buy-out option must be made in writing to the City Personnel Office and will become effective when coverage under the spouse's plan is in force.
- c. The employee must remain without coverage under the City medical health plan for at least six (6) months to receive the lump sum payment. This payment will be made on the last pay period following the six (6) month requirement has been met and will be subject to applicable withholdings. The City pays this benefit twice a year as follows: January 1 to June 30 and July 1 to December 31. Contact the Personnel Office if you have any questions regarding this

- benefit.
- d. The amount of the payment will be equal to fifty (50%) of the premium savings by the City. The premium shall be defined as the lowest cost 2-person plan offered by the City. (Example: The lowest plan offered by the City in 2016 is FLMHIT Hybrid)
 - e. If the employee, after choosing the buy-out option, determines that he/she needs health care coverage because of an unusual and non-repetitive circumstance (e.g. Spouse loses job and consequently, health care coverage) the employee may pickup coverage from a City sponsored plan subject to the limitations imposed by the carrier.
 - f. If the employee chooses to pick up coverage premature of his/her anniversary date, then: 1) he/she forfeits the lump sum payment entirely if he/she opted out for six months or less; or 2) he/she receives an amount prorated by month if he/she opted out for more than six months.
 - g. An employee has the right to renew health care coverage at open enrollment-January 1st of each year, even if he/she opted out of coverage for the previous twelve (12) months.
 - h. This benefit is prorated based on start date and/or retirement/separation of employment with the City.

Health Insurance Consortium

The parties agree to cooperate in efforts to control health care costs while maintaining the present benefit structure, and shall evaluate in good faith the merits of a consortium health insurance plan. Any changes to the collective bargaining agreement shall be by mutual consent.

Flexible Spending Plan

The City of Geneva will establish a flexible spending plan for all interested City employees. The Flexible Spending Plan does not require additional City contributions. It allows employees to pay for certain expenses on a tax advantaged basis. It will allow the employee to pay his/her share of health insurance premiums, dependent care costs and other medical or dental costs with pre-tax dollars. The limits shall be the maximum allowed by law.

ARTICLE XII EDUCATIONAL BENEFITS

The Employer shall provide the following benefits for those members of the Department that have furthered their education by taking College Credit Courses on their own volition.

- 1. Certificate- \$300 per year
- 2. Associate Degree - \$700 per year
- 3. Bachelors Degree - \$1100 per year
- 4. Masters Degree-\$1350.00

Prorated based on date of receipt of degree and start date and/or retirement/separation of employment with the City of Geneva.

The Employer will make payments for this benefit in November for the contract years.

ARTICLE XIII SENIORITY

SECTION 1

Seniority shall be determined by the employee's length of service in rank in the Department. Time spent in the Armed Service on military leave of absence and other authorized duty connected disabilities shall be included.

SECTION 2

The choice of vacations and furloughs shall be by seniority consistent with the efficient operation of the department as determined by the Chief of Police.

ARTICLE XIV

DISPUTES

SECTION 1

Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure.

SECTION 2

Such dispute by a police officer or police officers shall be presented to his/her or their COA representative, in writing, signed by complainant.

SECTION 3

In the event such dispute is not resolved within five (5) working days from such presentation, it shall then be presented by the COA to the immediate supervisor of said officer.

SECTION 4

In the event such dispute is not satisfactorily resolved or adjusted at the preceding step of the procedure, then the COA shall present the same to the Department Head or his designee for settlement, who shall issue a written decision on the dispute within five (5) working days of presentation.

SECTION 5

In the event that such dispute is not then disposed of, it may be referred by either party within ten (10) working days of issuance of the decision in the preceding step to arbitration before an impartial arbitrator. The procedures of the New York State Public Employment Relations Board shall govern the processing of a dispute to arbitration. The costs of the arbitrator shall be shared equally by the parties.

SECTION 6

Upon written agreement of the parties, a dispute shall be handled in accordance with the expedited arbitration procedure established by the New York State Public Employment Relations Board.

ARTICLE XVIII

EMPLOYEE RIGHTS

The wide range of powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of those contacts may come questions concerning the actions of members of the force. These questions may require investigation by superior officers designated by Chief of Police, Mayor or City Manager. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

SECTION 1

The interrogation of a member of the force shall be at a reasonable hour, preferably when the member is on duty, unless the exigencies of the investigation dictate otherwise.

SECTION 2

The interrogation shall take place at a location designated by the Chief of Police or his/her designee. Usually it will be Police Headquarters or the location where the incident allegedly occurred.

SECTION 3

The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the names of the complainant(s). Sufficient information to reasonably apprise the member of the force of the allegations should be provided, and if requested, a written summary of such allegations shall be provided to the member where the Chief of Police has received a written complaint. Upon request, the member of the force shall be informed in writing of any types of discipline which would not be imposed if the allegations, as made to the Chief of Police at the time of interrogation, are not challenged by such member. If the member of the force is being interrogated as a witness only, he should be informed at the initial contact.

SECTION 4

The questioning shall be reasonable in length, reasonable respites should be allowed. Time shall be allowed for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

SECTION 5

The member of the force shall not be subjected to any offensive language.

SECTION 6

If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be advised of his/her rights pursuant to the current decisions of the United States Supreme Court.

SECTION 7

No employee shall be ordered to or asked to submit to a polygraph (lie detector) test when such request is

associated with an internal investigation related to violations of departmental rules or any other non-criminal conduct, although such test may be given if requested by the employee.

SECTION 8

No employee shall be ordered or asked to submit to a blood test, a breathalyzer test or any other tests to determine the percentage of alcohol in the blood for any reason except as may be given at the request of the employee or as provided in the New York State Vehicle and Traffic Law.

SECTION 9

Members shall have the right to a COA representative present during an interrogation and when an employee is being informed of a complaint and, if applicable, proposed discipline.

SECTION 10

Upon reasonable notice in advance, an employee shall have the right to examine his personnel file in the presence of the Chief of Police or his designee, to the extent provided by the Freedom of Information Act.

ARTICLE XIX MISCELLANEOUS PROVISIONS

SECTION 1 Off Duty Police Action

Since all Police Officers are presumed to be subject to duty twenty-four hours per day, any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action and the employee shall have all the rights and benefits concerning such action as if he were then on active duty.

SECTION 2 Duty Related Injury

Refer to 207-c policy and GML 207-c.

SECTION 3 Bereavement Leave

In the event of a death in the immediate family of a member of the Association, and the spouse's immediate family, the member shall be entitled to the next four (4) days off duty exclusive of the members scheduled days off to provide for bereavement. Immediate family and spouse's immediate family shall be deemed to be husband, wife, significant other, children, step-children, mother, father, step-mother, step-father, brother, sister, step-brother, step-sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, and sister-in-law. Member shall be entitled to two (2) day off duty exclusive of the members scheduled days off in the event of the death of an employee's or spouse's family deemed to be aunt, uncle, niece, nephew or cousin. In addition, the foregoing time shall not be deducted from regularly scheduled days off, vacation time, holiday time or personal leave time. If additional days off are required by the employee, the time may be granted by the Chief of Police with no loss of pay to the employee. If additional days off with pay are required in an extreme emergency, they may be granted by the Chief of Police. Such action will be

rolled over. Example: A Command Officer is certified by the Police Chief in November 2004, then the officer shall receive 40 hours to be used from December 1, 2004 to November 30, 2005, and dates will remain the same for all contract years. Use of this time is subject to the approval of the Chief of Police.

SECTION 9

Command Officer Supervisory Pay-out at Retirement

A payment of \$1000.00 for a command officer at retirement based on the 24/7 nature of the position and the additional responsibilities of staff to maintain compliance with New York State Accreditation or National Accreditation/Recognition for the police department. The payment will be made if the State or National accreditation/recognition is in affect during the year of retirement.

ARTICLE XX

WORKING CONDITIONS

The Employer shall notify the COA at least seven (7) days in advance of any change in working methods or working conditions pertaining to Sergeants only, except where such change is required because of an emergency or major disaster over which the Employer has no control.

The uniform Sergeants working may pick their own regular days off as part of their own rotation, on a given shift, separate from any other group. This change would be effective from ratification through December 31, 2003. The purpose of "sun-setting" this provision is to allow the Chief and Command Officers to determine the effectiveness, pros and cons, of this new provision. However, approval by the Chief will not be unreasonably withheld. Beginning October 1, 2003 this issue would be re-examined (re-opened) by the Command Officers and the City.

ARTICLE XXI

PERFORMANCE EVALUATIONS

Side letter of understanding signed January 30, 2003 (signed copy attached):

It is hereby agreed and understood by and between the parties that the attached forms and procedures shall be used to evaluate employees in the bargaining unit effective on the date of signature for the work year 2002. Thereafter, the forms and procedures shall continue to be used unless the union notifies the City that it wants to negotiate modifications to the forms or procedures.

ARTICLE XXII

MANAGEMENT RIGHTS CLAUSE

Except as expressly limited by provisions of this Agreement, all of the authority, rights and responsibilities possessed by the City are retained by the City. This includes the right to manage the City Police Department and direct the working force, including the right to decide on the number and location of operations, the operations to be conducted and rendered, and the methods to be utilized in operating the departments; the right to control all buildings, real estate and other materials relating to the operation of the departments; the right to maintain order and efficiency in all operations; the right to adopt and modify rules and regulations, general orders and standing operating procedures and to enforce them the same, provided such shall be consistent with the provisions of this Agreement and existing law.

ARTICLE XXIII

27 vs. 26 PAYROLL ISSUE

All City of Geneva employees will be paid for the days worked in a calendar year. Salaried employees' payroll reflects work for 260 days per year, but each salaried employee will be compensated for any extra day(s) worked in

each calendar year. The extra day(s) will be paid in the last payroll period of each year as follows:

2016 – 1 day

2017 – 1 day

2018 – 1 day

ARTICLE XXIV JURY DUTY

Employees covered by this agreement who are selected for jury duty shall receive paid leave when attendance as a juror is required by the court on regularly scheduled working day(s) of the employee.

Employees on such leave will remit to the employer all remuneration received for jury duty service, with the exception of monies paid for reimbursement of travel and parking. Employees requesting payment for jury duty must notify their supervisor immediately upon receipt of a subpoena for jury duty, as a condition of payment. An employee summoned to jury duty will cooperate with the Employer in a request for deferral of or excuse from jury duty whenever, in the employer's judgement, such request is appropriate. An employee on jury duty shall report to work whenever his/her presence for jury duty is not required during his/her normal working hours. The employee must return to work upon release from jury duty and must provide documentation for time served. All documentation must be submitted to his/her Department Head.

ARTICLE XXXV POLICY AND PROCEDURAL MANUAL

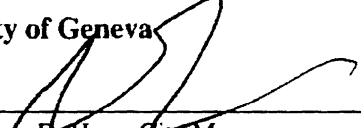
The parties agree to cooperate in efforts to adopt a City of Geneva Policy and Procedure manual and shall work together in a good faith effort to discuss a variety of topics such as, but not limited to, Drug and Alcohol testing, Nepotism, Code of Ethics, Workplace Violence and Technology policies and adopt Ontario County Civil Service Rules. Any changes to the collective bargaining agreement shall be by mutual consent.

ARTICLE XXXVI DRUG AND ALCOHOL TESTING PROCEDURE

Refer to attached policy.

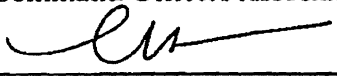
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their officers the day and year first above written.

For: **City of Geneva**


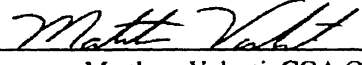
Mathew D. Horn, City Manager
9/21/2016

Date

For: **Command Officers Association**


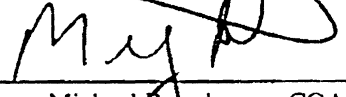
Lieutenant Eric Heieck, COA Officer
8.25.16

Date



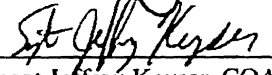
Lieutenant Matthew Valenti, COA Officer
8/25/16

Date



Sergeant Michael Passalacqua, COA Officer
9/12/16

Date



Sergeant Jeffrey Keyser, COA Officer
9/12/16

Date

RESOLUTION # 9

RESOLUTION AUTHORIZING VESTING OF HEALTH INSURANCE
COVERAGE FOR FORMER AND RETIRED CITY EMPLOYEES

Whereas, The City Council believes it is appropriate and proper that a statement of Council's intent be set forth on the record to clarify the City's position with regard to medical health insurance coverage for former employees who have left the service of the City and retirees of the City of Geneva prior to the date of this resolution, and

Whereas, the City Council of the City of Geneva wishes to express its gratitude to all City of Geneva retirees for their many years of service to this community, and

Whereas, questions have been raised relating to the City's practice of providing health insurance coverage for City employees upon retirement or termination of employment, and

Whereas, a review of City records reflect an absence of any written documentation or explanation with respect to the scope of the City's practice in regard to eligibility requirements for medical insurance for employees who have left the employment of the City or retired.

Now, Therefore, Be It Resolved by the City Council of the City of Geneva, New York, that it is the City Council's intent to provide vested benefits for medical insurance coverage for elected, appointed and full- and part-time City employees with at least 10 years service with the City of Geneva, who left the City's employ prior to December 1, 1993, and for those full-time and certain part-time City employees who have retired and collected retirement benefits pursuant to their enrollment in a New York State Retirement System program prior to the date of this resolution, and

Further Be It Resolved that the City of Geneva shall provide coverage for said medical insurance premiums of Blue Choice Extended at a rate commensurate with the then current rate, unless amended by subsequent resolution of City Council, and

Further Be It Resolved that when a retiree is over 65 years of age the insurance coverage will be through the Blue Cross Complimentary coverage at the then current rate, unless amended by subsequent resolution of City Council, and

Further Be It Resolved that payment for the cost of said coverage in excess of the 1999 insurance premium level shall be borne by the former employee or retiree if not increased by subsequent resolution of the City Council.

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

I, Margaret A. Cass, City Clerk of the City of Geneva, New York, do hereby certify the foregoing to be a true and complete copy of an original resolution on file in the City Clerk's Office, which said original was adopted at a Regularly Scheduled Special Meeting of the Geneva City Council on November 17, 1998.

Dated: November 18, 1998


City Clerk

RESOLUTION # 1

**RESOLUTION ADOPTING THE HEALTH CARE ADDEMDUN FOR
NON-REPRESENTED/MANAGEMENT EMPLOYEES**

WHEREAS, the New York State Court of Appeals has opined in the matter of Aeneas McDonald Police Benevolent Association Inc. v. the City of Geneva that there is no legal impediment to the City's prerogative to unilaterally alter the health care benefits offered to its retirees; and

WHEREAS, the Non-Represented/Management employees of the City of Geneva do not currently have a vested right to health care insurance upon retirement that requires any monetary contribution by the City; and

WHEREAS, the City Manager is proposing vesting the Non-Represented/Management group with vested health care insurance into retirement in accordance with provisions contained with the "Health Care Addendum for Non-Represented Management Employees";

NOW, THEREFORE, BE IT RESOLVED; by the City Council of the City of Geneva, New York that the Health Care Addendum for the City's Non-Represented/Management employees as described in the attached memorandum be adopted.

Adopted
12/15/98

Attachment to Council Resolution # 1, December 15, 1998

TO: Mayor Wisor and City Council
FROM: Sandy Miller *SM*
DATE: Revised 12/15/98
RE: Health Insurance Changeover for Employees and Retirees

General:

This memorandum revises the proposal presented to City Council on November 17th. This revised document makes this proposal consistent with the provisions of the Resolution as adopted on November 17, 1998 by City Council, covering health insurance benefits for retirees of the City of Geneva. Management employees' base plan would be changed from Blue Million (hereafter "Million") to Blue Choice Extended (hereafter "Choice") Some of the savings realized by the City by this switch would be given back to employees in exchange for vesting of health insurance benefits upon retirement. The second would express City Council's intent to establish a vested right for retirees who receive health insurance from the city.

Synopsis of Current Situation

- As affirmed by the New York State's Court of Appeals, City Council has a unilateral right to modify the health insurance coverage of retirees, regardless of age, status or unit, since there are no contractual or vested health insurance benefits enjoyed by retirees. The unilateral right of the City is unrestricted, that is, the modification could be anywhere along the spectrum of full to zero health insurance benefits' payment.
- The purpose of the change is to save City taxpayers substantial funds annually while providing good health insurance to existing employees, and those employees who retire, through Choice. Given the higher rate of cost increases of Million versus Choice, the amount saved by the City taxpayers will escalate over time.
- The Council's (and administration's) intent is to preserve employees health insurance benefits while they are employed with the city and when they retire after an appropriate length of service. It is timely for the City to initiate protections for retiree health insurance benefits as well as for current employees.

Management (non-represented) Employees

1. The resolution would modify the benefits program for Management and Non-represented Employees' to reflect the switch in health insurance plans from Million to Choice. This change would be consistent with the Council resolution adopted November 17, 1998 for employees of the City of Geneva who were retired as of that date.

2. City Council would explicitly, through resolution, vest current management employees with the right to receive this health insurance, or a comparable plan, in their retirement as further defined below and in a manner consistent with the November 17, 1998 resolution vesting health insurance benefits for retirees.
3. Vestment would occur after 20 years of service as a management or non-represented employee. For those employees who are not management, but become management, combined years of service to be vested would be 20years. [Example: "Jack" works for ten years as a union/association member; he then receives a promotion to a management, non-represented, position, where he works for five more years before retiring. Jack would be vested for purposes of receiving the health benefits into retirement]
4. An additional 1% would be added to the base pay of the management/non-represented employees, effective January 1, 1999, when the switch in health insurance plans takes effect.
5. Management and non-represented employees hired after 1/1/94 are currently required to contribute 50 % of the cost of the health insurance plan during the first five years of employment and 25 % thereafter. This plan modifies those percentages as follows: Employee matching contributions would be changed to 40% for the first 3 years, 30% for the 4th and 5th years of employment and 20% indefinitely thereafter. These percentages are calculated against the base plan coverage that the employee is entitled to receive.
6. The vested right would be modified in accordance with the November 17, 1998 resolution passed by City Council for retiree health insurance rights.
7. If the management employee moves out of the area, then an amount equal to the premium the city would have paid on behalf of the employee would be reimbursed by the City against the employee's cost of health insurance at that out-of-area location, upon proof of insurance costs.
8. The vested right given the employee is based upon the category and type of insurance he/she was eligible for. That is, if the employee was eligible for family coverage in Choice, but chose a less expensive single person coverage, the vested right is in Choice family coverage.
9. City Council would reserve the right to establish, at any time, a new "floor" contribution cost. Absent such action, the City would pay increases in the cost of the health insurance premium. Other provisions for current employees that relate to the health insurance program, such as the switching or buy-out provisions would be indexed against the cost of Choice.
10. Should any employee wish to remain with Million (or switch to Million), that right would exist, provided the employee pays the difference between the City's Choice cost for that employee and the then current cost of the Million coverage. This right would also redound to the employee during retirement, provided the service time provision required for vesting is met.

11. If a management/non-represented employee (or retiree) chooses a local insurance program that is less expensive than the amount of Choice, the city will pay the cost of that insurance alternative subject to the employee's (or retiree's) benefit level and matching or co-pay status.
12. Council is offering retirees the right to switch to Blue Cross Complimentary coverage when they reach the age of 65.
13. All retirees who find other employment wherein the new employer offers health insurance to the retiree shall not be eligible to participate in the City retiree health insurance program until such time as they are no longer working in a situation where health insurance is provided. When health insurance is no longer available due to a change in employment status, the retiree would have the right to opt back into the City plan, without any loss of benefits, as described herein, at the next available election date.
14. If a retiree has a spouse who also works for the City, then there shall only be one health insurance benefit provided. Retirees would be required to certify their status.

NOTE: None of the above provisions are retroactive. They would all take effect January 1, 1999 in accordance with a resolution under consideration by the Geneva City Council.

**RESOLUTION CLARIFYING THE VESTING OF HEALTH INSURANCE
COVERAGE FOR FORMER AND RETIRED CITY EMPLOYEES**

Whereas, The City Council believes it is appropriate and proper that a statement of Council's intent be set forth on the record to clarify the City's position with regard to medical health insurance coverage for former employees who have left the service of the City and retirees of the City of Geneva prior to the date of this resolution, and

Whereas, the City Council of the City of Geneva wishes to express its gratitude to all City of Geneva retirees for their many years of service to this community, and

Whereas, questions have been raised relating to the City's practice of providing health insurance coverage for City employees upon retirement or termination of employment, and

Whereas, a review of City records reflect an absence of any written documentation or explanation with respect to the scope of the City's practice in regard to eligibility requirements for medical insurance for employees who have left the employment of the City or retired.

Now, Therefore, **Be It Resolved** by the City Council of the City of Geneva, New York, that it is the City Council's intent to provide vested benefits for medical insurance coverage for elected, appointed and full- and part-time City employees with at least 10 years service with the City of Geneva, who left the City's employ prior to December 1, 1993, and for those full-time and certain part-time City employees who have retired and collected retirement benefits pursuant to their enrollment in a New York State Retirement System program prior to the date of this resolution, and

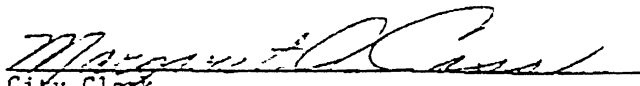
Further Be It Resolved that the City of Geneva shall provide coverage for said medical insurance premiums of Blue Choice Extended at a rate commensurate with the then current rate, unless amended by subsequent resolution of City Council, and

Further Be It Resolved that when a retiree is over 65 years of age the insurance coverage will be through the Blue Cross Complimentary coverage at the then current rate, unless amended by subsequent resolution of City Council.

STATE OF NEW YORK)
COUNTY OF ONTARIO) SS:

I, Margaret A. Cass, City Clerk of the City of Geneva, New York, do hereby certify the foregoing to be a true and complete copy of an original resolution on file in the City Clerk's Office, which said original was adopted at the Regular Meeting of the Geneva City Council held on February 3, 1999.

Dated: February 4, 1999


City Clerk

Drug & Alcohol Testing Policy – Command Officer Association

I. PURPOSE:

The purpose of this agreement is to establish a written procedure for conducting illegal controlled substance and alcohol testing for employees of the City of Geneva Police Department Command Officers Association.

The Command Officers Association of the Geneva Police Department maintains a strong commitment to provide a safe, efficient work environment for its employees and the public they serve. The provision below provides for random testing, as well as reasonable suspicion testing.

II. POLICY STATEMENT:

The use of illegal controlled substances or abuse of alcohol by an officer, adversely affects the accomplishments of the Geneva Police Department mission, impairs the efficiency of the workforce, endangers the lives and security of employees and undermines the public trust and is therefore prohibited.

In order to identify possible illegal controlled substances and alcohol abuse, established procedures to test for the use of illegal controlled substances and alcohol shall be utilized. The Geneva Police Department COA, as part of its concern for its employees, recognizes that the use of illegal controlled substance and alcohol causes problems, which may have far reaching negative effect on the health, well-being and productivity of the workforce.

The Geneva Police Department COA fully supports the employee assistance program ("EAP") and encourages employees who are using illegal controlled substances and/or abuse alcohol to seek the confidential service of such programs. A voluntary request for assistance must be made prior to the commission of any act subject to disciplinary action.

Officer's whose substance abuse or alcohol problem is discovered after a violation of this agreement in conjunction with Geneva Police Department standards or work rules, will be addressed as provided in this agreement. Information concerning the use of illegal controlled substances and abuse of alcohol revealed to community EAP representatives by an employee cannot be used against the employee for any purpose.

III. PROHIBITED BEHAVIOR:

The parties agree that no member of the COA shall report to work unfit for duty at the beginning of a shift, or upon returning from any break, lunch or rest period as a result of consuming alcohol or illegal drugs.

IV. CIRCUMSTANCES FOR TESTING:

Any new COA member may be tested prior to appointment by the Geneva Police Department. Additionally, drug and alcohol tests may be required and given upon reasonable suspicion or randomly as per agreed upon protocol.

- ✓ **Base Test** - No COA member shall be subjected to random drug testing until a base test for all members of the Geneva Police Department has been completed.
- ✓ **Reasonable Suspicion Testing** - The request to undergo testing must be based on specific, contemporaneous, articulable, reliable observations concerning appearance, behavior, speech, and body order of the COA member or specific evidence of recent or on the job use of alcohol or illegal controlled substances. The Chief of Police will be responsible to make a decision to request testing for illegal controlled substances or alcohol abuse.
- ✓ **Random Testing** - The selection of COA members for random alcohol and drug testing shall be made by a scientifically valid random number selection method. The selection process shall assure that each employee shall have an equal chance of being tested each time selections are made. Testing shall be unannounced as well as random. Once a COA member has been notified that he/she has been selected for random testing, the officer shall report immediately to the collection site.
- ✓ **Random Testing Exemption** - For random testing, an individual's name shall be withdrawn from testing for any of the following reasons: hospitalization, layoff, vacation, approved personal leave or any other absence. At the Chief's discretion, Officers excused from random testing under these circumstances may be required to be tested upon their return.
- ✓ **Officer Notification** - Officers shall be individually and discreetly notified to report to the collection site, and they shall be assured that they have been selected for a routine test. Schedules shall be adjusted so that additional personnel may be available to substitute for the COA member being tested.
- ✓ **Officer Overtime** - If a COA member is asked to report for testing during non-scheduled work time he/she will receive a minimum of five (5) hours overtime pay and any transportation costs to the testing site.

V. BEHAVIOR THAT CONSTITUTES A REFUSAL TO SUBMIT TO A TEST:

The following actions or behaviors shall constitute a refusal to submit to a required test:

- ✓ Refusal to take a test.
- ✓ Inability to provide sufficient quantities of urine to be tested without valid medical explanation.
- ✓ Tampering with, or attempting to adulterate, the specimen or collection procedure.
- ✓ Failure to report to the collection site in the allotted time barring any special circumstances. If the situation of failure to report is present due to any special circumstance, the COA member will provide documentation of said circumstance.

VI. TESTING PROCEDURES:

Drug testing is conducted by analyzing the officer's urine specimen:

- Will be divided into two (2) equal parts, provided at least forty-five (45) ml. have been provided.
- Each of the two (2) portions of the sample will be separately sealed labeled and stored in a secure and refrigerated atmosphere.
- A chain of custody document is completed and the specimen is shipped or transported to a certified laboratory.
- The initial screening test is performed.
- Subsequently, if the test is positive for one or more illegal controlled substances a confirmation test will be performed for each identified controlled substance.
- Should the analysis of the primary specimen confirm the presence of illegal controlled substances the employee has seventy-two (72) hours to request that the split specimen be sent to another DHRS certified lab for independent analysis.
- Drug tests are reviewed and interpreted by a Medical Review Officer (MRO) appointed by the City of Geneva.

- When the lab reports a positive result to the MRO, the MRO will contact the officer and conduct a confidential interview to determine if there is an alternate medical explanation for the presence of any controlled substance in the specimen.
- Upon the officer providing documentation of a medical explanation to the MRO and he/she determines that there is a legitimate medical use of the prohibited drug the test result is reported as negative.

Urine specimens are analyzed for the following controlled substances:

1. Marijuana (THC Metabolite)
2. Cocaine
3. Amphetamines
4. Opiates (including heroin)
5. Phencyclidine (PCP)

- **Re-Test Procedures** - following positive drug test results: If the confirmatory test and medical review is positive for the presence of an illegal drug, the employee will be so notified and the employee and the COA will be provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The second untested sample can be tested at the request of the employee and/or COA by notifying the MR who will make arrangements after the testing. This test will occur at an alternative testing site at the cost of the employee requesting the test.
- **Specimen Integrity and Employee Conduct:** Specimen collection will occur in a clinical setting and under strict procedures so as to avoid specimen tampering. Careful chain of custody procedures shall be followed all times. Any attempt to hinder collection procedures or to adulterate or substitute a urine sample will result in immediate discharge.

VII: AMNESTY REHABILITATION PROGRAM

- A. **Treatment/Rehabilitation Encouraged:** Members of the Union bargaining unit who have a drug abuse or addiction problem are hereby encouraged to seek treatment and rehabilitation under the City's EAP program Participation in this program shall be without fear of any discipline or discharge penalties provided:
- B. Entry and participation in such treatment and rehabilitation may only occur prior to the employee's selection for the base test noted above, or at any time following a negative test result but preceding notification of a required test (i.e. an employee develops and reports a drug addiction after testing negative, but before being notified of a required random, post-accident, or "for cause" test).

- C. An employee's refusal to participate in any material aspect of the subject EAP counseling/rehabilitation program or a failure to complete counseling and testing as may be required by the EAP, the referral agency, doctor, or counselor, shall be cause for termination from employment.
- D. The employee must sign any and all releases and/or waivers so as to allow the City to ensure employee participation in the counseling/rehabilitation program. Information acquired by the City shall be viewed by only those in a need to know status, and shall be filed separately from the employee's personnel file. In all other respects, the employee's right to confidentiality shall be respected.
- E. Confirmed Positive Test Result: A positive drug test result and the MRO's confirmation of a positive drug test result following entry in and/or completion of any treatment/rehabilitation program shall result in the employee's immediate discharge under the provisions of this policy.
- F. Awareness and Education Program: An Awareness and Education program will be in effect during the first three (3) months following the effective date of the agreement, and during this three (3) month period no drug testing under the provisions of this policy shall be conducted.

VIII. POSITIVE TEST/RETURN TO DUTY:

Alcohol abuse - an officer who engages in prohibited alcohol use and is subsequently deemed to be unfit for duty may be immediately removed from duty and the incident shall be recorded.

No officer who has engaged in any prohibited alcohol use shall be allowed to perform his/her duties until the officer has been evaluated by a substance abuse professional. Before an officer returns to duty, the employee must undergo a return to work alcohol test with the result indicating a BAC of less than .02 %.

Illegal controlled substance use - An employee who has a verified positive illegal controlled substance test result must be immediately removed from duty. The employee who has a verified positive illegal controlled substance test result shall not be allowed back on duty until the employee has been evaluated by a substance abuse professional, subject to health insurance stipulations. Before an employee returns to duty, the employee must undergo a return to duty test with a verified negative result for the illegal controlled substance.

IX. PROHIBITED ACTIVITIES:

No employee on duty will use, sell, purchase, distribute, dispense, manufacture any quality of alcohol or illegal controlled substance. Violation may result in immediate discharge. In such circumstance the sole recourse shall be to the grievance and arbitration procedure of the labor contract.

X. COSTS OF TESTING/REHABILITATION PROGRAM:

The employer will pay for all random and all ordered controlled substance/alcohol testing. The employee's health insurance coverage will be used for rehabilitation program(s).

XI. REFUSAL TO SUBMIT:

A COA MEMBERS REFUSAL TO SUBMIT TO AN ORDERED TESTING OR HER/HIS REFUSAL TO COOPERATE IN ANY ASPECTS FOR THE TESTING PROCEDURES SHALL BE CONSIDERED INSUBORDINATION AND WILL RESULT IN DISCHARGE. IN SUCH CIRCUMSTANCES ALL CIVIL SERVICE RIGHTS ARE WAIVED AND THE SOLE RECOURSE SHALL BE THE GRIEVANCE PROCEDURE OF THE LABOR CONTRACT.