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Plattsburgh, City Of And Council 66
Local 788 (Dpw/Clerical/General)

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AGREEMENT BETWEEN
THE CITY OF PLATTSBURGH, NEW YORK
AND
LOCAL 788 AND NEW YORK COUNCIL 66
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
JULY 1, 1999 - JUNE 30, 2004

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

200

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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, all of the employees of the Parking Violation Bureau and employees engaged as dispatchers in the Police Department.

B. Excluded from this Agreement are all other employees of the Police and Fire Departments, the Municipal Lighting Department, the titles of: Sealer of Weights and Measures, Plumbing Inspector, City Clerk, Deputy City Clerk, City Engineer, Assistant City Engineer, Office of Emergency Preparedness Director, Department Heads, Superintendents and Assistant Superintendents, Chief Lifeguards, Recreation Specialists, Lifeguards, Beach Patrolman and Playground Attendants, City Chamberlain, Deputy City Chamberlain, Building Inspector, Assessor, Chief Sewage Treatment Plant Operator, Assistant Chief Sewage Treatment Plant Operator, Chief Water Treatment Plant Operator, Senior Groundskeeper I, Recreation Leader, Dog Warden, Water Resources Chemist, Head Life Guard, Security Guard, Recreation Attendant, Beach Manager, Pool Director and Water Safety Instructor.

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.

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

C. 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.

D. 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.

E. 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.

F. 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, Main Mill Street
3. Water Pollution Control Plant
4. Water Filtration Plant; Morrisonville Road
5. Plattsburgh - Lake Champlain Recreation Complex
6. Employee Rooms, Bureau of Water and Sewer, Main Mill Street
7. Any other work site where bargaining unit employees are employed

C. No bulletin board installed pursuant to this provision shall exceed a maximum size of ten (10) 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 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 (Cashier/Payroll Clerk, Finance Department) shall submit to the Union President or Secretary 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 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 8:00 a.m. and 5:00 p.m. 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, 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. Should conditions require a clerical employee to work on Saturday or Sunday, he/she will receive time and one-half for all hours worked on Saturday and double time for all hours worked on Sunday.

F. 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. 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 days 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 normal starting time or stay at work later than his 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 days 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 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 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 not 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. 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 - Computer Section Employees

A. Definition of Operations: Employees engaged in Computer Section Operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for seven (7) or fourteen (14) hours a day.

B. Work Shift: Seven regular hours shall constitute a days work shift with a one (1) hour unpaid lunch. 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 seven (7) 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 5A. Work Schedule for 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:

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

B. 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. 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.

C. 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).

D. 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).

E. Article XIII, Section 1(a) shall apply to employees of the Crete Center.

Section 5B. Work Schedule - Civilian Police Dispatchers

The Civilian Police dispatchers will receive the following benefit schedule:

A. Working Hours:

1. One (1) Monday thru Friday - 7 a.m. to 3 p.m.
2. One (1) Tuesday thru Saturday - 3 p.m. to 11 p.m.
3. One (1) Floater to cover Saturday and Sunday from 7 a.m. to 3 p.m. and to cover Monday from 3 p.m. to 11 p.m.
4. The floater will cover for the other two dispatchers when either one is on vacation, sick leave, etc.
5. The floater position will be filled upon need basis as determined by the employer.
6. The above mentioned hours of civilian dispatchers are subject to change based upon need as determined by the employer and following discussion with the bargaining unit.
7. All other contractual benefits unless otherwise abridged shall apply.

B. Uniforms will be quartermaster and on July 1st of each year a \$300.00 clothing maintenance allowance will be given.

Section 6. Work Schedule

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 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 7. 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.

D. When an employee working a regularly scheduled work shift is assigned, during that shift, to work another full previously unscheduled shift, immediately following, and it would be difficult to leave his/her assignment, then he/she may order a meal from a local restaurant and will be reimbursed by the Employer to a maximum of \$8.00 for that meal. Employees who are entitled, pursuant to this Section, to the meal allowance shall provide a receipt prior to being reimbursed for the meal.

Section 8. 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 9. Reporting Time

In the event of severe weather conditions, an employee's failure to report for work at his 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:

New Year's Day	Columbus Day (Federally Observed 2nd Monday in October)
Martin Luther King Day (3rd Monday in January)	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day (Federally Observed Last Monday in May)	Christmas Day
Independence Day	Day before Christmas
Labor Day	Day before New Year's Day

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. Eligibility Requirements

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

A. 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.

B. If an employee calls in requesting an unscheduled vacation day on his scheduled work day prior to and/or after a holiday, he shall not be eligible for holiday pay, unless he is excused by his Department Head.

C. If a holiday is observed on an employee's scheduled day off or during his vacation, he 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 shall be paid in addition to his 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 March 31, of each calendar year. In case of a conflict of scheduled vacation dates, the employee with greater seniority shall be given his 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 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 March 31 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 vacation in a calendar year may accumulate the period of which he has been so deprived. In any such event, no employee shall accumulate more than twenty-five (25) days vacation but any such person who has been so deprived as to accumulate vacation shall have first choice over all other in his department for a scheduled vacation. Any employee accumulating over the twenty days (20) maximum vacation shall be compensated at his 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 March 31.

H. WPCP ONLY: Using the seniority list each person according to seniority shall schedule only two (2) weeks of his 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

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 his/her vacation period shall be paid for all regular hours at the rate of time and one-half his regular rate of pay and for overtime hours at the rate of two and one-half times his regular rate of pay. After consultation with Management the employee will be allowed to take his vacation time lost during the emergency at a later date. To avoid requiring an employee to work during his 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 his/her vacation, the employee will not have such refusal counted towards equalization of overtime.

Section 3. Vacation Rights in Case of Lay-Off, Separation, Retirement or Death

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 employees estate. 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 anniversary date and the effective date of retirement.

Section 4. Vacation Schedule

A. Provisional, probationary and permanent employees shall be entitled to vacations on the following schedule:

1 to 4 years of service	10 work days
5 years of service	15 work days
10 years of service	20 work days
15 years of service	25 work days

B. On January 1st of each year of contract earned vacation shall be posted to the credit of the employee and on his/her anniversary date the remainder of vacation due shall be posted.

C. New employees in their first year of employment shall be credited with one (1) day of vacation for each month of completed service, in no event, however, to exceed ten (10) work days and to be posted pursuant to section (B) above. Two weeks or more shall count as a month for the purpose of accumulation under this provision.

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

Section 5. Pay Advance

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

ARTICLE VI

SICK LEAVE

Section 1. Allowance

A. Any permanent or provisional employee contracting or incurring any nonservice connected sickness or disability, which renders such employee unable to perform the duties of his 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. Female employees who are unable to work due to a medical disability relating to pregnancy shall be permitted to use sick leave credits. Such leave period shall commence on the date an employee is unable to perform her regular duties as certified by the employee's physician. An employee may request additional time prior to or after the above maternity absence pursuant to Article VII and shall be permitted to reduce such leave without pay by the use of any or all earned leave credits.

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

D. Permanent or provisional employees 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. Sick leave shall be earned by an employee for any month in which the employee is compensated for no less than one-half (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. Employees hired on or after May 25, 1993, will be allowed one (1) day of sick leave for each month of service.

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.

Section 2. Accumulation

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in service of the employer to a maximum of one hundred and eighty (180) days.

Section 3. Absence Due to Injury

Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and 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. 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 credit shall receive in full, his weekly pay, and the Workers' Compensation payment to which he is entitled shall be assigned in full by such employee to the Employer.

Section 4. Liquidation of Sick Leave

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.

C. On the 15th of December of each year of the contract, 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. 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. Employer Notification

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

Section 6. Leave of Absence Due to Illness

An employee who requests a leave of absence for medical reasons may be required to exhaust accumulated sick 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 VII

LEAVES OF ABSENCE

Section 1. Eligibility Requirements

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

Section 2. Application for Leaves

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. Prior to being granted a leave of absence, an employee may be required to exhaust vacation accruals.

ARTICLE VIII

PAID LEAVES

Section 1. Funeral 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 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 be used in addition as needed at the discretion of the Department Head.

C. An employee shall be entitled to one (1) days leave of absence with pay if he would have worked when so required in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, 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 2. Jury Duty

Employees performing jury duty shall be paid their full wages. An employee who is excused shall report to work at the first next scheduled one-half (1/2) day that such employee would normally be employed. Employees performing jury duty during their normal work hours shall be paid their full wages and that to the extent that they are reimbursed or paid from another source for jury duty and are receiving jury duty leave from the City they shall assign to the City those monies received from the other source.

Section 3. Voting Time

Except as otherwise provided (holidays), employees shall be granted time off to vote in accordance with Section 226, Election Law.

Section 4. 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 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 5. 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 6. 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 7. Absence as Result of Sickness in Immediate Family

An employee who is absent from duty as a result of a serious illness in his 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. An employee absent on such sick leave shall notify his Department Head of such absence and the reason therefore on the first day of such absence and not later than one-half (1/2) hour before the beginning of his 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 8. 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 9. Personal Leave

Personal leave shall be as follows: For 1 to 5 years of service - 2 days personal leave of which one (1) day shall be deducted from accumulated sick leave. After 5 years of service - 3 days personal leave of which one (1) day shall be deducted from accumulated sick leave. 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.

Section 10. Other Leave

For the purposes of funeral leave, jury duty leave, union leave and military leave, such pay will be based upon hours scheduled.

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 of overtime.

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.

ARTICLE IX

UNPAID LEAVES

Section 1. Union Business

A. Employees elected to Union Office or selected by the Union to do work which takes them from their employment with the Employer, may, upon the written request of the employee and the Union, be granted a leave of absence subject to the approval of the Common Council. The leave of absence shall not exceed one (1) year.

B. Members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence at the request of the employee and the Union. A leave of absence for such Union activity shall not exceed one (1) month. Such leave may be extended for an additional one (1) month period upon the request of the employee and the Union.

C. The total number of employees on unpaid leave of absence for the Union business at one time shall not exceed two (2).

Section 2. Education

Educational leave may be granted to any City employee for job-related education upon request of the employee and subject to the approval of the Department Head and further subject to the approval by resolution of the Common Council. Said leave must be for the purpose of improving an employee's job proficiency or to prepare an employee for advancement to a higher position within the City. All expenses of such education shall be borne by the City.

Section 3. Employment Opportunities

Employees may be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the employer and the employee has permanent status and such work force change is not contrary to Civil Service Law.

Section 4. Exhaustion of Vacation

Prior to being granted an unpaid leave of absence, an employee may be required to exhaust vacation accruals.

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 schedule established in negotiations effective July 1, 1999 attached to this Agreement and marked Appendix "A". Such wage schedule shall reflect a two and five tenths percent (2.5%) increase effective July 1, 1999, a two and five tenths percent (2.5%) increase effective July 1, 2000, a two and five tenths percent (2.5%) increase effective July 1, 2001 a three percent (3.0%) increase effective July 1, 2002 and a three percent (3.0%) increase effective July 1, 2003.

B. For those employees who presently contribute 25% towards their health insurance premiums shall be compensated in accordance with the wage schedule established in negotiations effective July 1, 1999 attached to this Agreement and marked Appendix "B". Such wage schedule shall reflect a two and five tenths percent (2.5%) increase effective July 1, 1999, a two and five tenths percent (2.5%) increase effective July 1, 2000, a two and five tenths percent (2.5%) increase effective July 1, 2001 a three percent (3.0%) increase effective July 1, 2002 and a three percent (3.0%) increase effective July 1, 2003.

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 position 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.

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

Section 2. 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 for one year.

Section 3. Shift Differentials

A. Employees who regularly work the first shift shall in addition to the regular hourly rate of pay receive an additional sixty (.60) cents 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 4. 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 7/01/2000 employees shall receive longevity pay of thirty (\$.30) cents per hour for 6-10-years of service, employees shall receive longevity pay of fifty (\$.50) cents per hour for 11-15-years of service, employees shall receive longevity pay of seventy-five (\$.75) cents per hour for 16-20-years of service, employees shall receive longevity pay of one (\$1.00) dollar per hour for 21-25-years of service, employees shall receive longevity pay of one dollar thirty cents (\$1.30) per hour for 26-30-years of service, employees shall receive longevity pay of one dollar sixty-five cents (\$1.65) per hour for 31-35-years of service, employees shall receive longevity pay of two dollars-five cents (\$2.05) per hour for 36-40-years of service.

Section 5. 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 twenty-five (.25) cents per hour in addition to his regular compensation rate.

Section 6 Crew Supervisor

From November to April, when the Crew Supervisor at the Public Works Department works the midnight to 8:00 AM shift his 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 and Medical Benefits

A. The Employer agrees to provide Blue Shield of Northeastern New York, Par Plus program with a \$3/\$5 co-pay prescription drug plan for each employee and his eligible dependents without cost to the employee. Such plan shall contain a \$100.00 Individual and a \$200.00 family deductible under the Major Medical portion of the plan. Effective January 1, 1993, the \$25.00 rebate on the deductible will no longer apply. 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. Said coverage shall be available for all workers who have completed thirty (30) days of employment with the City. Effective May 25, 1993, new employees hired will contribute 25% 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 on each of the payrolls issued to the employee. Effective December 1, 1993, the City will provide an HMO as an alternative to the indemnity program. The City shall not be responsible for the premiums of the HMO which might be in excess of the premiums paid for the indemnity plan.

B. In addition to the above the Employer agrees to provide a drug and alcohol rider.

C. The City will establish a CDL, Drug and Alcohol policy in Appendix D pursuant to the federal law and with the Agreement of Council 66/Local 788.

Section 2. Double Coverage

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

Section 3. 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 employees absence beyond the seven (7) day waiting period and within the limits of his accumulated sick leave, the employee shall be paid the difference between the Disability Benefit and his 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.

Section 4. Workmen's' Compensation

A. Workmen's 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 employment. For the period of absence within the limit of his accumulated sick leave, the employee shall be paid the difference between the payment made by the Workmen's Compensation Board and his regular weekly salary payment. Payment for such absence extending beyond the limit of accumulated sick leave shall be made only by the Workmen's Compensation Board.

B. Time equivalent to the total salary payment less any amount paid by the Workmen's Compensation Board shall be charged against the earned sick leave of the employee for any such absence.

C. If any employee is out of work and receiving Workmen's' Compensation but does not have vacation or sick leave time available to augment his/her Workmen's' Compensation, the City will provide up to fifteen (15) days of sick leave "ON CREDIT" to the employee. The fifteen (15) days loaned by the City does not have to be taken all at one time and may be used as needed during the year but not to exceed the fifteen (15) days. If the employee is retired or separated as the result of the disability he/she will not have to pay back the time used. If the employee returns to work, he/she will have to pay back the number of days borrowed at the regular rate of 1-1/4 days per month.

D. An employee on Workmen's' 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 5. 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 himself, 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 employees 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 or her job security or promotional opportunities. No information obtained from or about an employee as a result of his or 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 6. IRS Section 125 Cafeteria Plan

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. Neither the Union or 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 7. 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.

ARTICLE XII

RETIREMENT PLAN

The Employer shall continue to provide for each employee except as provided by law coverage under the New York State Twenty Year Career Plan (75i) at no cost to the employee for the term of this Agreement.

ARTICLE XIII

REPORTING TIME

Section 1. Call Time

A. Any employee called for emergency duty in addition to or outside of his 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 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 regular shift, where such work would overlap his regularly scheduled shift. This shall not apply to an employee called out for an emergency when he is on an established stand-by pay arrangement.

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

Daily: All work performed in excess of eight (8) hours in any work day.

Weekly: All work performed in excess of forty (40) hours in any work week.

Before or After Regular Hours: All work performed before or after any scheduled shift.

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 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 the below section.

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 regular 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 regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating, provided he 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 two (2) 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 credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. 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) 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. 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. 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. Any employee who has indicated his 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.

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

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

Section 5. Compensation Time

Under no circumstances shall compensatory time off be considered a manner of payment for overtime work or for any other reason.

ARTICLE XIV

SENIORITY

Section 1. Definition

A. Seniority means an employee's length of service with the employer in the AFSCME bargaining unit from his original date of hire and shall apply to all benefits provided by this Agreement. An employee's seniority shall be defined as and computed so as to include all time that an employee has worked for the City in the AFSCME bargaining unit. This definition shall apply to all provisions of the 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. Probation Period

A. All new employees shall be considered as probationary employees for a minimum of eight (8) weeks to a maximum of twenty-six (26) weeks as provided by State and Local Civil Service Law and Rules. When an employee completes his probationary period, he 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 all regular permanent employees. 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.

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

B. 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 employees 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 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 of the most senior employee shall be made from the applications of the three (3) most qualified employees in the event of multiple applicants. Employees who do not agree with the employer's designation as to the three (3) most qualified employees 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 a 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 has been selected during the trial period, then such employee shall be restored to his 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 9, but 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 1 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 cancelled 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 upgradings. 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 grievable. 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 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 previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he 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

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 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. Bumping

A. Non-competitive and Labor Class

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

B. Competitive Class

Employees in this class may exercise their rights under the Civil Service Law Sections 80, 81, and 85. 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 "A" above.

C. Bumping Status

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

Section 7. Recall

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 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 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 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 8. 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 may be qualified with a minimum of on the job training.

Section 9. Transfer by Employees

A. Employees desiring to transfer to other jobs in their classification shall submit an application 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 10. 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 11. Transfer by the Employer

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. 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 12. Notification of Vacancies and Exams

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

The occurrence of a vacancy in any position, even where there is an eligible list from which such vacancy must be filled.

A copy of all postings for job openings.

A copy of all civil service notification of examination.

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.

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 himself 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 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 discharge or discipline with his Steward or other authorized representative of the Union, and the Employer will make available an area where he may do so before he 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

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. 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. Procedure

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

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

ARTICLE XVII

SETTLEMENT OF DISPUTES

Section 1. Grievances

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 shall take it up within five (5) work days of his 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 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 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 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. Procedure

A. Within the time limitations appearing at Section 1, 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 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) Stewards each representing employees in one of the following departments or locations:

1. Public Works Department
2. Bureau of Water and Sewage (including Filtration Plant)
3. Water Pollution Control Plant
4. City Hall
5. Plattsburgh-Lake Champlain Recreation Complex
6. Compost facility when operated by the City.

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.

C. 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.

D. Attendance by members of Union Grievance Committee at Arbitration Hearings or at PERB Conferences or Hearings shall be without loss of time or pay.

E. Union Officers Leave

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 shift preceding the hearing or negotiation session and shall be paid for the time not worked. 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 shift prior to the commencement of such hearings or negotiations.

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 is leaving his place of employment for such purpose, that his destination is disclosed, and that his absence will not unduly interfere with work to be performed.

Section 6. Labor - Management

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 himself or herself or a fellow employee in an unsafe environment, by any action on his 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 in accordance with the special conferences provisions of this Agreement.

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, marital status, race, color, creed, national origin, or political affiliation or disability.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

C. 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 quartermastering 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. Effective July 1, 1993 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 \$80.00.

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; however, no such employee shall be hired for a period in excess of five (5) months. 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

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. 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 Reduction of Administrative Burdens/Promotion of Efficient Operations

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. 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. 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 (ie: 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 unadjourned continuation of a meeting shall not be counted as a separate meeting.

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, 1999 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, 2004. 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 not 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.

B. 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.

C. 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. 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.

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

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

	APPENDIX "A"				
	EMPLOYEES NOT CONTRIBUTING TO HEALTH INSURANCE				
	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
	7/1/99	7/1/00	7/1/01	7/1/02	7/1/03
Title	2.50%	2.50%	2.50%	3.00%	3.00%
* Account Systems Supervisor	\$21.09	\$21.62	\$22.16	\$22.82	\$23.50
* Electrical Repairman	\$21.06	\$21.59	\$22.13	\$22.79	\$23.47
* Water Maintenance Supervisor	\$18.94	\$19.41	\$19.90	\$20.50	\$21.12
* Principal Clerk	\$18.68	\$19.15	\$19.63	\$20.22	\$20.83
* Senior Account Clerk	\$18.45	\$18.91	\$19.38	\$19.96	\$20.56
* Senior Stenographer	\$17.70	\$18.14	\$18.59	\$19.15	\$19.72
* Bookkeeper	\$17.55	\$17.99	\$18.44	\$18.99	\$19.56
* Payroll Clerk/Cashier	\$17.55	\$17.99	\$18.44	\$18.99	\$19.56
* Drafts Person I	\$17.30	\$17.73	\$18.17	\$18.72	\$19.28
* Engineering Aide	\$17.30	\$17.73	\$18.17	\$18.72	\$19.28
* Housing Code Inspector	\$16.64	\$17.06	\$17.49	\$18.01	\$18.55
* Str. Const. & Maint. Supervisor	\$16.50	\$16.91	\$17.33	\$17.85	\$18.39
* Water Meter Supervisor	\$16.50	\$16.91	\$17.33	\$17.85	\$18.39
* Senior Auto Mechanic	\$16.33	\$16.74	\$17.16	\$17.67	\$18.20
* Cashier	\$16.21	\$16.62	\$17.04	\$17.55	\$18.08
* Senior Clerk	\$16.21	\$16.62	\$17.04	\$17.55	\$18.08
* Senior Typist	\$16.21	\$16.62	\$17.04	\$17.55	\$18.08
* Rehabilitation Specialist	\$16.18	\$16.58	\$16.99	\$17.50	\$18.03
* Billing Machine Operator	\$16.08	\$16.48	\$16.89	\$17.40	\$17.92
*#Wastewater Treatment Plant Operator	\$16.05	\$16.45	\$16.86	\$17.37	\$17.89
*#Wastewater Treatment Plant	\$16.05	\$16.45	\$16.86	\$17.37	\$17.89
Maintenance Supervisor					
*# Water Treatment Plant Operator	\$16.05	\$16.45	\$16.86	\$17.37	\$17.89
* Crew Supervisor	\$16.02	\$16.42	\$16.83	\$17.33	\$17.85
* Real Property Tax Service Asst.	\$15.99	\$16.39	\$16.80	\$17.30	\$17.82
* Account Clerk	\$15.85	\$16.25	\$16.66	\$17.16	\$17.67
* Municipal Code Inspector	\$15.64	\$16.03	\$16.43	\$16.92	\$17.43
* Motor Equipment Operator (Heavy)	\$15.61	\$16.00	\$16.40	\$16.89	\$17.40

	APPENDIX "A"				
	EMPLOYEES NOT CONTRIBUTING TO HEALTH INSURANCE				
	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
	7/1/99	7/1/00	7/1/01	7/1/02	7/1/03
Title	2.50%	2.50%	2.50%	3.00%	3.00%
Water&Wastewater	\$15.61	\$16.00	\$16.40	\$16.89	\$17.40
Maintenance Worker II					
* Assistant Cashier	\$15.60	\$15.99	\$16.39	\$16.88	\$17.39
* Stenographer	\$15.60	\$15.99	\$16.39	\$16.88	\$17.39
* Water Meter Maintainer	\$15.59	\$15.98	\$16.38	\$16.87	\$17.38
* Masonry Supervisor	\$15.45	\$15.84	\$16.24	\$16.73	\$17.23
#WasteWater Treatment Plant	\$15.45	\$15.84	\$16.24	\$16.73	\$17.23
Maintenance Worker II					
Welder Mechanic	\$15.45	\$15.84	\$16.24	\$16.73	\$17.23
* Automotive Mechanic	\$15.11	\$15.49	\$15.88	\$16.36	\$16.85
Automotive Mechanic Helper	\$14.82	\$15.19	\$15.57	\$16.04	\$16.52
* Motor Equip. Operator	\$14.82	\$15.19	\$15.57	\$16.04	\$16.52
*#STP Operator Trainee	\$14.82	\$15.19	\$15.57	\$16.04	\$16.52
*#WTP Operator Trainee	\$14.82	\$15.19	\$15.57	\$16.04	\$16.52
* Meter Reader	\$14.68	\$15.05	\$15.43	\$15.89	\$16.37
*#Laboratory Technician	\$14.56	\$14.92	\$15.29	\$15.75	\$16.22
Street Maintenance Worker II	\$14.38	\$14.74	\$15.11	\$15.56	\$16.03
Groundskeeper	\$14.38	\$14.74	\$15.11	\$15.56	\$16.03
Typist	\$14.25	\$14.61	\$14.98	\$15.43	\$15.89
* Drafts Person	\$14.04	\$14.39	\$14.75	\$15.19	\$15.65
# Wastewater Treatment Plant	\$13.86	\$14.21	\$14.57	\$15.01	\$15.46
Maintenance Worker I					
*#Storekeeper	\$13.84	\$14.19	\$14.54	\$14.98	\$15.43
# Building Maintenance Worker	\$13.80	\$14.15	\$14.50	\$14.94	\$15.39
* Clerk-Typist	\$13.80	\$14.15	\$14.50	\$14.94	\$15.39
# Recreation Maintenance Worker	\$13.80	\$14.15	\$14.50	\$14.94	\$15.39
*#Parking Enforcement Officer	\$13.78	\$14.12	\$14.47	\$14.90	\$15.35
* Janitor	\$13.66	\$14.00	\$14.35	\$14.78	\$15.22
* Insurance Analyst	\$13.45	\$13.79	\$14.13	\$14.55	\$14.99
* Data Collector	\$12.78	\$13.10	\$13.43	\$13.83	\$14.24
Street Maintenance Worker I	\$12.15	\$12.45	\$12.76	\$13.14	\$13.53
Water&Wastewater Maintenance	\$12.15	\$12.45	\$12.76	\$13.14	\$13.53
Worker I					
Cleaner	\$12.03	\$12.33	\$12.64	\$13.02	\$13.41
* Dispatcher	\$10.25	\$10.51	\$10.77	\$11.09	\$11.42
* Clerk	\$9.59	\$9.83	\$10.08	\$10.38	\$10.69
Laborer	\$9.56	\$9.80	\$10.05	\$10.35	\$10.66
# Parking Enforcement Assistant	\$9.56	\$9.80	\$10.05	\$10.35	\$10.66
Building Maintenance Helper	\$9.56	\$9.80	\$10.05	\$10.35	\$10.66
#Laborer (Seasonal)	\$8.84	\$9.06	\$9.29	\$9.57	\$9.86

* Competitive Classifications
Continuous Operations Classifications

	APPENDIX "B"				
	EMPLOYEES CONTRIBUTING TO HEALTH INSURANCE				
	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
	7/1/99	7/1/00	7/1/01	7/1/02	7/1/03
Title	2.50%	2.50%	2.50%	3.00%	3.00%
* Account Systems Supervisor	\$21.49	\$22.03	\$22.58	\$23.26	\$23.96
* Electrical Repairman	\$21.47	\$22.01	\$22.56	\$23.24	\$23.94
* Water Maintenance Supervisor	\$19.31	\$19.79	\$20.28	\$20.89	\$21.52
* Principal Clerk	\$19.07	\$19.55	\$20.04	\$20.64	\$21.26
* Senior Account Clerk	\$18.80	\$19.27	\$19.75	\$20.34	\$20.95
* Senior Stenographer	\$18.04	\$18.49	\$18.95	\$19.52	\$20.11
* Bookkeeper	\$17.89	\$18.34	\$18.80	\$19.36	\$19.94
* Payroll Clerk/Cashier	\$17.89	\$18.34	\$18.80	\$19.36	\$19.94
* Drafts Person I	\$17.64	\$18.08	\$18.53	\$19.09	\$19.66
* Engineering Aide	\$17.64	\$18.08	\$18.53	\$19.09	\$19.66
* Housing Code Inspector	\$16.95	\$17.37	\$17.80	\$18.33	\$18.88
* Str. Const. & Maint. Supervisor	\$16.84	\$17.26	\$17.69	\$18.22	\$18.77
* Water Meter Supervisor	\$16.84	\$17.26	\$17.69	\$18.22	\$18.77
* Senior Auto Mechanic	\$16.65	\$17.07	\$17.50	\$18.03	\$18.57
* Cashier	\$16.51	\$16.92	\$17.34	\$17.86	\$18.40
* Senior Clerk	\$16.51	\$16.92	\$17.34	\$17.86	\$18.40
* Senior Typist	\$16.51	\$16.92	\$17.34	\$17.86	\$18.40
* Rehabilitation Specialist	\$16.48	\$16.89	\$17.31	\$17.83	\$18.36
* Billing Machine Operator	\$16.42	\$16.83	\$17.25	\$17.77	\$18.30
*#Wastewater Treatment Plant Operator	\$16.38	\$16.79	\$17.21	\$17.73	\$18.26
*#Wastewater Treatment Plant	\$16.38	\$16.79	\$17.21	\$17.73	\$18.26
Maintenance Supervisor					
*# Water Treatment Plant Operator	\$16.38	\$16.79	\$17.21	\$17.73	\$18.26
* Crew Supervisor	\$16.34	\$16.75	\$17.17	\$17.69	\$18.22
* Real Property Tax Service Asst.	\$16.31	\$16.72	\$17.14	\$17.65	\$18.18
* Account Clerk	\$16.15	\$16.55	\$16.96	\$17.47	\$17.99
* Municipal Code Inspector	\$15.95	\$16.35	\$16.76	\$17.26	\$17.78
* Motor Equipment Operator (Heavy)	\$15.93	\$16.33	\$16.74	\$17.24	\$17.76

	APPENDIX "B"				
	EMPLOYEES CONTRIBUTING TO HEALTH INSURANCE				
	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
	7/1/99	7/1/00	7/1/01	7/1/02	7/1/03
Title	2.50%	2.50%	2.50%	3.00%	3.00%
Water&Wastewater	\$15.93	\$16.33	\$16.74	\$17.24	\$17.76
Maintenance Worker II					
* Assistant Cashier	\$15.92	\$16.32	\$16.73	\$17.23	\$17.75
* Stenographer	\$15.92	\$16.32	\$16.73	\$17.23	\$17.75
* Water Meter Maintainer	\$15.91	\$16.31	\$16.72	\$17.22	\$17.74
* Masonry Supervisor	\$15.74	\$16.13	\$16.53	\$17.03	\$17.54
#WasteWater Treatment Plant	\$15.74	\$16.13	\$16.53	\$17.03	\$17.54
Maintenance Worker II					
Weilder Mechanic	\$15.74	\$16.13	\$16.53	\$17.03	\$17.54
* Automotive Mechanic	\$15.42	\$15.81	\$16.21	\$16.70	\$17.20
Automotive Mechanic Helper	\$15.11	\$15.49	\$15.88	\$16.36	\$16.85
* Motor Equip. Operator	\$15.11	\$15.49	\$15.88	\$16.36	\$16.85
*#STP Operator Trainee	\$15.11	\$15.49	\$15.88	\$16.36	\$16.85
*#WTP Operator Trainee	\$15.11	\$15.49	\$15.88	\$16.36	\$16.85
* Meter Reader	\$14.97	\$15.34	\$15.72	\$16.19	\$16.68
*#Laboratory Technician	\$14.84	\$15.21	\$15.59	\$16.06	\$16.54
Street Maintenance Worker II	\$14.66	\$15.03	\$15.41	\$15.87	\$16.35
Groundskeeper	\$14.66	\$15.03	\$15.41	\$15.87	\$16.35
Typist	\$14.52	\$14.88	\$15.25	\$15.71	\$16.18
* Drafts Person	\$14.33	\$14.69	\$15.06	\$15.51	\$15.98
# Wastewater Treatment Plant	\$14.13	\$14.48	\$14.84	\$15.29	\$15.75
Maintenance Worker I					
*#Storekeeper	\$14.11	\$14.46	\$14.82	\$15.26	\$15.72
# Building Maintenance Worker	\$14.07	\$14.42	\$14.78	\$15.22	\$15.68
* Clerk-Typist	\$14.07	\$14.42	\$14.78	\$15.22	\$15.68
# Recreation Maintenance Worker	\$14.07	\$14.42	\$14.78	\$15.22	\$15.68
*#Parking Enforcement Officer	\$14.05	\$14.40	\$14.76	\$15.20	\$15.66
* Janitor	\$13.92	\$14.27	\$14.63	\$15.07	\$15.52
* Insurance Analyst	\$13.72	\$14.06	\$14.41	\$14.84	\$15.29
* Data Collector	\$13.04	\$13.37	\$13.70	\$14.11	\$14.53
Street Maintenance Worker I	\$12.37	\$12.68	\$13.00	\$13.39	\$13.79
Water&Wastewater Maintenance	\$12.37	\$12.68	\$13.00	\$13.39	\$13.79
Worker I					
Cleaner	\$12.28	\$12.59	\$12.90	\$13.29	\$13.69
* Dispatcher	\$10.41	\$10.67	\$10.94	\$11.27	\$11.61
* Clerk	\$9.78	\$10.02	\$10.27	\$10.58	\$10.90
Laborer	\$9.75	\$9.99	\$10.24	\$10.55	\$10.87
# Parking Enforcement Assistant	\$9.75	\$9.99	\$10.24	\$10.55	\$10.87
Building Maintenance Helper	\$9.75	\$9.99	\$10.24	\$10.55	\$10.87
#Laborer (Seasonal)	\$9.01	\$9.24	\$9.47	\$9.75	\$10.04

* Competitive Classifications

Continuous Operations Classifications

PURSUANT TO ARTICLE 10 SECTION 1B, THE TRAINING WAGE SHALL BE ONE DOLLAR (\$1.00) BELOW THE ESTABLISHED RATE.

IN WITNESS WHEREOF, the parties set their hands as of

the day of 6 / 19, 2000.

FOR THE PLATTSBURGH CITY
EMPLOYEES:
Local 788, Council 66,
American Federation of
State, County and Municipal
Employees, AFL-CIO

FOR THE CITY OF PLATTSBURGH

Steven F. Lafaive

President
Steven F. Lafaive

Michael R. Kemp

Vice President
Michael R. Kemp

Christopher Bleaux

Negotiator
Christopher Bleaux

Denise Nephew

Negotiator
Denise Nephew

Daryl Woodward

Negotiator
Daryl Woodward

Michael Fisher

Negotiator
Michael Fisher

Kenneth J. Larkin

Union Representative
Kenneth Larkin, Council 66

Daniel A. Stewart

Mayor
Daniel A. Stewart

Cynthia M. Lasher-Graham

City Chamberlain
Cynthia M. Lasher-Graham

John R. Linney

Human Resources Director
John Linney

Lori A. Cantwell

City Attorney
Lori A. Cantwell

Kevin F. Murphy

Public Works Superintendent
Kevin Murphy

Jonathan P. Ruff

Environmental Services Engineer
Jonathan Ruff

MEMORANDUM OF UNDERSTANDING

For the purpose of implementing the arbitrator's decision and concluding the negotiations for the successor collective bargaining agreement, the parties agree that the following clerical titles shall receive \$.25 per hour additional compensation effective 10/24/89:

Billings Operations Supervisor
Principal Clerk
Sr. Account Clerk
Sr. Stenographer
Bookkeeper
Payroll Clerk/Cashier
Cashier
Sr. Clerk
Sr. Typist
Billing Machine Operator
Real Property Tax Assistant
Account Clerk
Stenographer
Assistant Cashier
Typist
Storekeeper
Clerk-Typist
Parking Enforcement Officer
Clerk
Parking Enforcement Assistant

Other titles in the bargaining unit, whose job specification may require the use of computerized equipment incidental to their normal duties, shall be performed by such employees as required without additional compensation, unless otherwise negotiated.

DATED: November 21, 1989

/s/ William M. Wallens
CITY OF PLATTSBURGH

/s/ Michael A. Richardson
AFSCME

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, if such spouse, son, daughter or parent has a serious health condition;
 - D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee;
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 the section for the duration of the twelve week period, and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. 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 workweek.

APPENDIX D

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 driver/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 were 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 the 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 evaluated 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 promulgated 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 an 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 penalties 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 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 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 1
DEFINITIONS

a. Alcohol

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.

b. Alcohol Use

The consumption of any beverage, mixture, or preparation, including, medication containing alcohol.

c. Breath Alcohol Technician (BAT)

An individual who operates an evidential breath testing device and instructs and assists individuals in the alcohol testing process.

d. BAC or Alcohol Concentration

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 210 liters of breath indicated by an evidential breath test.

e. Commercial Motor Vehicle

A motor vehicle or a combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle (49 CFR part 382, § 382.107):

1. Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating or more than 10,000 pounds; or
2. Has a gross vehicle weight rating of 26,001 or more pounds; or
3. Is designated to transport 16 or more passengers, including the driver; or
4. Is of any size or is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Material Regulations. (49 CFR PART 172, Subpart F)

f. 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 that 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 quantitative data of alcohol concentration.

g. Covered Driver/Employee

City of Plattsburgh employees who operate commercial motor vehicles, and applicants for employment with the City who are applying for positions as drivers of commercial motor vehicles (for the purpose of pre duty testing only).

h. Drug and Alcohol Coordinator

The Drug and Alcohol Coordinator will be Employee Assistance Services, who will be located at 159 Margaret Street, Plattsburgh, New York 12901

i. Evidential Breath Testing (EBT) Device

A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Product's List of Evidential Breath Measurement Devices. (CPL)

j. Medical Review Officer (MRO)

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. At the time of this policy adoption, the MRO is: Dr. Alan Folsom 533 Route 3, Plattsburgh, New York 12901

k. Refusal to Submit (to an Alcohol or Drug Test)

Means that a covered driver/employee: (1) fails to provide adequate breath for alcohol testing as required by 49 CFR part 40, § 40.69, without a valid medical explanation, after he/she has received a notice of the requirement for the breath testing in accordance with the DOT regulations; (2) fails to provide an adequate urine sample for drug testing as required by 40 CFR part 40, § 40.25, without a genuine inability to provide a specimen (as determined by a medical evaluation), after he/she has received notice of the requirement for urine testing in accordance

with the provisions of the DOT regulations; (3) refuses to complete and sign the breath alcohol testing form, to provide breath, to provide an adequate breath, or otherwise to cooperate with the testing process in a way that prevents the completion of the test pursuant to 49 CFR part 40, § 40.67; (4) otherwise refuses to submit, will be classified as having refused to submit to an alcohol or drug test. A refusal to submit to either an alcohol or drug test will carry the same consequences as a failure of a required test.

1. Screening Test

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

m. Safety-Sensitive Function

Any of those on-duty functions (promulgated at 49 CFR section 395.2 On-Duty time) performed by a Commercial Drivers License holder as listed below:

1. All time at a carrier or shipper plant, terminal facility, or other property, waiting to be dispatched, unless the driver had been relieved from duty by the employer.
2. All time inspecting equipment, as required by the Federal Motor Carrier Safety Regulations (FMCSR), or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
3. All time spent at the driving controls of a commercial motor vehicle in operation.
4. All time, other than driving time, spent on or in a commercial motor vehicle (except for time spent resting in the sleeper berth.)
5. All time spent loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time spent performing the driver's requirements associated with an accident promulgated at 49 CFR section 392.40 and section 392.41
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

n. Substance Abuse Professional

A substance abuse professional means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and drug-related disorders.

CITY OF PLATTSBURGH AND AFSCME COUNCIL 66/LOCAL 788

Acknowledgment, Authorization and Consent Form
For Drug and Alcohol Testing

I, _____, acknowledge receiving this day, written notice regarding the existence of the City of Plattsburgh's Drug and Alcohol Testing Program, and a copy of the City of Plattsburgh policy and regulations by which it will be administered.

I further understand and agree to submit to a urinalysis, (hereinafter referred to as "drug testing") for the detection of prohibited drugs- marijuana, cocaine, amphetamines, opiates, phencyclidine (PCP)- and evidential breath testing (hereinafter referred to as "alcohol testing"). I understand that I can be tested for both drug and/or alcohol pursuant to the City of Plattsburgh policy including, pre-employment (drugs only), random, reasonable suspicion, post-accident, return to duty, and follow-up testing as the circumstances require.

I understand, further, that refusal to submit to testing when requesting to do so, as required by the City of Plattsburgh policy, will result in discipline up to and including discharge.

By signing this document, I release to the City of Plattsburgh's MRO Drug and Alcohol Coordinator all results regarding drug and alcohol testing or any refusal to submit to drug and alcohol testing from both past and present employers' drug and alcohol testing programs.

My signature below indicates my understanding of this Policy and what is expected of me, and my consent to be tested. Furthermore, I authorize release to collection site personnel, the medical review officer, and the designated employer's representative all information necessary to comply with this Policy.

Date

Signature

Date

Witness

MEMORANDUM OF UNDERSTANDING

To comply with the Drug-Free Workplace Act of 1988, the Department of Transportation Regulations codified at 49 CFR Part 40, and 49 CFR Part 382, and pursuant to the Omnibus Transportation Employee Testing Act of 1991, enacted October 28, 1991 requiring a written anti-drug program. The City of Plattsburgh and Local 788, AFSCME have negotiated the attached Drug Testing Program.

In the event that subsequent legislation is enacted that changes or modifies any part of this agreement, the parties agree to meet, in advance, to discuss such changes.