

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF KINGSTON
AND THE
KINGSTON P.B.A. UNION, INC.**

JANUARY 1, 2012 – DECEMBER 31, 2016

TABLE OF CONTENTS

<u>NO.</u>	<u>ARTICLE NAME</u>	<u>Page Nos.</u>
1	PBA RECOGNITION	1
2	NO STRIKE PLEDGE	1
3	PROBATIONARY PERIOD	1
4	EXISTING RIGHTS AND OBLIGATIONS	2
5	SAVING CLAUSE	2
6	DEFINITION OF AN EMPLOYEE	2
7	TERM OF AGREEMENT	3
8	INDEMNIFICATION AGAINST LIABILITY	3
9	LIABILITY FOR STOLEN OR DAMAGED POLICE EQUIPMENT	3
10	WORK DAY, WORK WEEK, AND WORK SCHEDULES	4
11	PERMANENT TOURS OF DUTY	6
12	OFF-DUTY HOURS	7
13	PBA RIGHTS	8
14	GRIEVANCE PROCEDURE	14
15	SICK LEAVE PAY	15
16	RETIREMENT PLANS	16
17	DENTAL PLAN	17
18	LIFE INSURANCE	17
19	DUES CHECK-OFF	17
20	IN-SERVICE TRAINING	18

<u>NO.</u>	<u>ARTICLE NAME</u>	<u>Page Nos.</u>
21	PERSONNEL FILES	18
22	FOOT PATROLS	18
23	SUPPLEMENTARY, PERSONAL LEAVE, BEREAVEMENT AND PBA DAYS	19
24	VACATION TIME AND SCHEDULING	21
25	EDUCATION INCENTIVE AND PHYSICAL FITNESS	23
26	ATTAINMENT OF TOP BASE WAGE	24
27	BASE WAGE SCHEDULES	24
28	CANINE OFFICER COMPENSATION AND SCHEDULING	24
29	OVERTIME	25
30	UNIFORM AND CLOTHING ALLOWANCE	26
31	LONGEVITY	27
32	TIME OWED	28
33	OUT-OF-TITLE PAY	28
34	COST OF COPIES OF AGREEMENT	28
35	HEALTH INSURANCE	28
36	SAFETY AND UNIFORM COMMITTEE	32
37	DRUG TESTING	32
38	GENERAL MUNICIPAL LAW §207-c PROCEDURE	34
39	SIGNATURE PAGE	43

<u>NO.</u>	<u>ARTICLE NAME</u>	<u>Page Nos.</u>
	SCHEDULE A – BASE WAGE SCHEDULES	44
	SCHEDULE B – MEAL ALLOWANCE REIMBURSEMENT	47
	SCHEDULE C – GENERAL MUNICIPAL LAW §207-c APPLICATION	48
	MEDICAL RELEASE FORM	51
	NOTICE TO COMPTROLLER	52
	APPENDIX A – REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE FORM	53
	APPENDIX B – REQUEST TO RESUME HEALTH INSURANCE COVERAGE FORM	55

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of Kingston, New York, a municipal corporation of the State of New York, hereinafter referred to as "City," and the Kingston P.B.A. Union, Inc., hereinafter referred to as "PBA."

ARTICLE 1
PBA RECOGNITION

1. The City hereby recognizes the PBA as the exclusive bargaining representative for the titles of Police Officer, Detective, Sergeant, Detective Sergeant, Lieutenant, Dispatcher, and Senior Typist, excluding the Chief of Police and the Deputy Chief of Police, for the purpose of negotiating collectively in the determination of, and administration of, grievances arising hereunder, terms and conditions of employment, and to negotiate and enter into written agreements for and on behalf of represented employees.

ARTICLE 2
NO STRIKE PLEDGE

1. The PBA acknowledges, pursuant to Section 210 of Civil Service Law of the State of New York that the public employees so represented by it and the PBA itself, are prohibited from engaging in strikes against the City, and are further prohibited from in any way causing, instigating, encouraging or condoning such strike(s) and pledges for itself and its membership that it will not engage in any strike(s), nor any activity which will or may tend to cause, instigate, encourage or condone a strike, slowdown or other activity which will have like or similar effect.

ARTICLE 3
PROBATIONARY PERIOD

1. For all new employees hired by the City, there shall be a probationary period of twelve (12) months from their date of hire. The selection of and hiring of personnel shall be the

exclusive responsibility of the Board of Police Commissioners. No new employee hired shall be required as a condition of his/her employment to join or become a member of the PBA, either upon his/her employment or thereafter.

ARTICLE 4
EXISTING RIGHTS AND OBLIGATIONS

1. All other rights, privileges, duties and obligations presently in effect under the terms of the previous Agreement between the parties, shall remain in full force and effect, unless specifically modified and changed herein.

ARTICLE 5
SAVING CLAUSE

1. In the event any term or provision of this Agreement be in conflict with any State or Federal Statute or other applicable law or regulation binding upon the City, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Agreement will continue in full force and effect.

2. If any Article or section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected.

ARTICLE 6
DEFINITION OF AN EMPLOYEE

1. An employee is defined as an individual appointed by the Board of Police Commissioners from a Civil Service eligibility list, and for the purposes of Article 3-Probationary Period, Article 26 - Attainment of Top Base Wage and Article 31 - Longevity shall mean the initial date of employment with the City.

ARTICLE 7
TERM OF AGREEMENT

1. This Agreement shall be for a period of five (5) years commencing on January 1, 2012 through December 31, 2016. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing, not earlier than September 1st and no later than September 14th of the final year of the Agreement to commence negotiations for a successor Agreement. It is agreed that in the event such notice is given, negotiations shall begin no later than forty-five (45) calendar days from the date of the notice.

ARTICLE 8
INDEMNIFICATION AGAINST LIABILITY

1. The City will indemnify all employees against losses arising out of any judgments of claims for acts committed by them in the discharge of their duties and in the course of their employment, provided that such losses did not result from the willful and wrongful act or gross negligence of the employee.

ARTICLE 9
LIABILITY FOR STOLEN OR DAMAGED POLICE EQUIPMENT

1. The City shall replace, at no cost to the employee, stolen or damaged police equipment within the employee's personal vehicle while he/she is on an assignment, provided that the stolen or damaged equipment is verifiable. The stolen or damaged equipment must be a result of a forced entry into the personal vehicle. The personal vehicle must be locked when police equipment is within it.

2. Uniforms or other personal property of an employee, damaged or destroyed in the line or performance of his/her duty, not as a result of the employee's negligence or carelessness, shall be reimbursed to the employee by the City to the extent it is not covered by insurance or otherwise

reimbursed to the employee. Employees are on notice that due to the nature of their duties, that personal property of jewelry and/or other expensive items or clothing should not be worn. The City shall only be responsible for reasonable costs regarding reimbursement, with the reasonableness relating not only to the value of the clothing and/or personal property, but also the issue of whether or not it was reasonable for the person to be wearing the personal property in the line or performance of his/her duty.

ARTICLE 10

WORK DAY, WORKWEEK, AND WORK SCHEDULES

1. All police officers and dispatchers in the patrol division shall be scheduled to work seven (7) consecutive days, followed by three (3) consecutive days off, followed by seven (7) consecutive days scheduled, followed by four (4) consecutive days off. The four (4) consecutive days off shall always include Friday, Saturday, Sunday and Monday and repeat the cycle.

All employees of the administrative staff and Detective Division shall be scheduled to work five (5) consecutive days, followed by two (2) consecutive days off, followed by five (5) consecutive days scheduled, followed by two (2) consecutive days off, followed by four (4) consecutive days scheduled, followed by three (3) consecutive days off and repeat the cycle. This is a three (3) week schedule with the three (3) consecutive days off occurring at the beginning or end of the scheduled two (2) days off.

All administrative staff employees shall be entitled to work summer hours from June 1st to August 31st of each year.

For the purpose of creating special units or task forces, the Chief of Police, or his/her designee, may modify the work schedule provided there is a minimum of thirty (30) calendar days advance notice of the change. The modification shall not affect the total number of days worked in a

calendar year unless the total number of work days is less. The foregoing shall not apply in a situation of an emergency or temporary nature.

2. All squad schedules shall be prepared at least three (3) weeks in advance. An employee shall, at his/her request, be granted a Supplementary Day, Time Owed, Personal Leave Day or Vacation Day at any time so long as the taking of the time off does not lower the staffing level minimums set by the Board of Police Commissioners. Once an employee has been granted the time off, the time off shall not be canceled. In the event the staffing level falls below the minimum set by the Board of Police Commissioners, the Chief of Police, or his/her designee, shall contact employees to staff the tour of duty on a voluntary basis, which shall be overtime and paid at the rate of time and one-half (1.5X) the employee's applicable rate of pay. Prior to any change in the minimum staffing levels by the Board of Police Commissioners, it shall provide a minimum of sixty (60) calendar days written notice to the PBA President of the change.

3. An employee attending the required Basic Municipal Police Training Council (MPTC) Academy for certification shall be assigned an eight (8) hour workday Monday through Friday, with Saturdays and Sundays off. Any hours worked beyond the eight (8) hour workday or forty (40) hours in a week, shall be overtime and paid at the rate of time and one-half (1.5X) the employee's applicable rate of pay. Upon graduation from the MPTC Academy, the employee shall be placed into the work schedule as set forth herein and in Article 11-Permanent Tours of Duty.

4. The Chief of Police, or his/her designee, may allow the 8:00 a.m. – 4:00 p.m. tour of duty and 4:00 p.m. – 12:00 a.m. tour of duty to work one (1) police officer below the minimum staffing level established by the Board of Police Commissioners, Monday through Friday only, provided that the cause of the staffing level falling below the established minimum is due to an employee calling in sick, on a daily basis only.

For the purposes of this section, calling in sick on a daily basis shall not include an on-the-job injury or illness or extended sick leave for illness or injury that is accompanied by a doctor's note.

The determination to work one (1) police officer below the minimum staffing level shall at all times have the safety and well being of those police officers working on patrol as a consideration.

5. The above section is predicated upon the existing staffing levels of the assigned tours of duty and relationship of the minimum number of police officers maintaining the current ratio.

That ratio is calculated by dividing the minimum staffing level requirement by the total number of police officers assigned to the tour of duty. The result must be greater than .325 and less than .425.

The current relationship is as follows:

<u>Tour of Duty</u>	<u>Minimum Staffing Levels</u>	<u>Total</u>
12 a.m. – 8 a.m.	5 Divided by 13	= .384
8 a.m. – 4 p.m.	6 Divided by 15	= .400
4 p.m. – 12 a.m.	8 Divided by 19	= .421

ARTICLE 11

PERMANENT TOURS OF DUTY

1. All police officers and dispatchers who have completed thirty (30) months of continuous service shall be entitled to select his/her tours of duty based on seniority. The Chief of Police and Board of Police Commissioners shall be the sole determiners on the number of police officers and dispatchers for each tour of duty. A police officer and dispatcher who has thirty (30) months or more of service, shall select a tour of duty, as set forth in Article 10-Workday, Workweek and Work Schedules, by seniority. The foregoing shall not apply to any police officer or dispatcher who is on extended sick leave, assigned to light duty, or for any other reason the police officer or dispatcher is not able to perform his/her regular duties.

2. All police officers and dispatchers with thirty (30) or less months of continuous service with the Department shall be placed on a tour of duty at the discretion of the Chief of Police, or his/her designee.

ARTICLE 12
OFF-DUTY HOURS

1. Since all police officers are presumed to be subject to duty twenty-four (24) hours each day, any action taken by an employee on his/her time off, which would have been taken by a police officer on duty, shall be considered police action and the employee shall have all the rights and benefits of police officers as if he/she were on duty, and in the event the police officer becomes disabled, injured, or ill for taking police action. A police officer who is performing a service for a third-party Employer within the framework of such employment, would not be covered by this section, but general police performance outside third-party employment would be covered.

2. A payment of forty (40) hours per month at the rate of pay in effect at that time shall be paid to each employee of the Detective Division who is required to be on stand-by during the month. This payment shall be paid at the end of each month and not to exceed four hundred eighty (480) hours for the Detective Division each calendar year. The Detective(s) who is required to be on stand-by shall be provided with a Department take home vehicle, cell phone and/or pager at no cost. The Detective Lieutenant and Sergeant shall be provided with a Department take home vehicle, cell phone and/or pager at no cost.

ARTICLE 13
PBA RIGHTS

1. The City recognizes the right of the employees represented by the PBA to designate representatives to appear on their behalf for negotiations, address working conditions, grievances, etc., and regarding terms and conditions of employment. The City further recognizes the right of the PBA to speak directly with its membership during working hours, but only as long as the discussions do not interfere with the carrying out by the employees of their duties.

2. The City further recognizes the right of the PBA to use the bulletin board within the Department for posting of notices and communications for the benefit of its membership, but only as long as the notices are not derogatory in nature. In that event, the notice(s) and/or communication posted may be taken down by the Chief of Police or his/her designee.

3. Officials of the PBA who have been designated by it to effect adjustment of grievances or assist in the administration of this Agreement shall be allowed reasonable amount of time free of their regular tour of duty and duties to carry out their obligations, but only as long as the work being performed does not interfere with the carrying out by the employees of their duties.

4. The President of the PBA shall be granted time off with pay for attending to PBA functions and activities, subject to the approval of the Board of Police Commissioners or its designee, which consent and approval will not be unreasonably denied. The time off and the approval will bear in mind that the President of the PBA is expected to attend New York State Union of Police Associations, Inc. meetings two (2) work days a month for approximately nine (9) months of each year, and an annual convention of not more than three (3) work days, and occasional other meetings and functions. Additionally, an alternate delegate shall be granted time off with pay for attending the annual convention of not more than three (3) work days, subject to the approval of

Board of Police Commissioners or its designee, which consent and approval will not be unreasonably denied. In the event that illness or other valid reason prevents the PBA President from attending any meeting or function, he/she may designate a representative to attend in his/her place pursuant to the same terms for the President's attendance, as set forth herein.

5. No employee shall be ordered or requested to submit to a polygraph (lie detector) test for any reason. The polygraph (lie detector) test may be given if requested by the employee.

6. No employee shall be required to submit to a blood test, breathalyzer test, or any other test to determine the percentage of alcohol in his/her blood for any reason, except as may be provided otherwise by a specific statute. The blood test, breathalyzer test, or any other test may be given if requested by the employee.

7. The following is the employees' Bill of Rights:

A. The interrogation or interview of employees by superior officers for disciplinary purposes shall be done at reasonable hours and while the employee is still on duty, unless the needs of the investigation dictate otherwise.

B. Any questioning shall take place at a location designated by the Chief of Police. That location shall ordinarily be at the Department or a location having a reasonable relationship to any incident in which the employee was alleged to have been involved.

C. The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to apprise the employee of any allegation should also be provided. If an employee is being questioned as a witness only, he/she should be so informed upon initial contact.

D. All questioning shall be reasonable in length, and if necessary, reasonable breaks will be allowed.

E. All employees shall be obligated to answer any questions concerning their conduct as it relates to their employment except those questions which violate their constitutionally legal or contractual rights.

F. No employee shall be subject to the use of offensive language by the investigating personnel, nor shall the investigating personnel threaten any employee with transfer or disciplinary action unless he/she refuses to answer proper questions. The foregoing prohibition against threats shall not be construed to prohibit the investigating personnel from advising an employee of the type of discipline that the Department intends to impose, nor from advising the employee that if he/she refuses to answer proper questions that he/she may be subjected to additional charges.

G. The questioning of any employee shall be recorded. There will be no "off the record" questions except by mutual consent of the employee and investigating employee. All recesses called during the questioning shall be recorded.

H. Any disciplinary action taken against an employee shall be as set forth below:

Command Discipline - Informal Stage

In the event the City determines that a formal procedure is not required due to the relatively minor infraction(s) of the written and/or accepted standards of conduct or performance, and/or the Police Department's adopted Rules and Regulations, the affected employee(s) shall be afforded the opportunity to resolve the matter, with representation, through a written Stipulation of Settlement, setting forth the terms agreed upon between the parties.

The City shall initiate Command Discipline by advising the employee(s) of the minor infraction(s) of the written and/or accepted standards of conduct or performance, and/or the Police Department's adopted Rules and Regulations and the proposed penalty. In the event the employee(s)

does not agree with the proposed penalty, or in the event a settlement cannot be agreed upon, or rejects Command Discipline, the City may then file written charge(s) against the employee(s) as prescribed herein.

The maximum penalty that may be imposed at this level by the Chief of Police is as follows:

1. A written reprimand to be placed in the employee's personnel file, which shall not exceed twelve (12) months and/or
2. A reduction in paid leave accruals (e.g., supplementary, personal leave and/or vacation) from the employee which shall not exceed a total of five (5) work days.

In the event Command Discipline resolves the matter by a signed Stipulation of Settlement, neither the employee nor PBA may file or pursue a grievance pursuant to Article 14 - Grievance Procedure of this Agreement.

Procedure Rights - Formal Stage

In the event the City determines that a written charge(s) is required, the Disciplinary Procedure prescribed herein shall be available to all employees. The remedy for review of the determination and penalty made pursuant to an arbitration hearing, as described herein, is an appeal through Article 75 of the Civil Practice Law and Rules.

Notice of Discipline - Formal Stage

In the event the City sees fit to impose a written reprimand, suspension without pay, a fine, reduction in grade (demotion), or dismissal from service, notice of such disciplinary decision shall be made in writing and served upon the employee. The disciplinary measure shall be imposed only for incompetence or misconduct. The specific act(s) that warrants disciplinary action and the proposed sanction(s) shall be specifically contained in the Notice of Discipline.

The PBA shall be provided a copy of the Notice of Discipline at the same time as the affected employee(s).

The Notice of Discipline shall be accompanied by a written statement that:

“An employee served with a Notice of Discipline has the right to object by filing a response within ten (10) calendar days by exercising his/her rights as set forth above, which shall be fully set forth in the Notice of Discipline served on the employee.”

Procedure Selection - Formal Stage

In the event the employee does object, then he/she shall file a written notice with the City and PBA no later than ten (10) calendar days after receiving the Notice of Discipline.

The disciplinary procedure provides for a hearing by an independent arbitrator at its final stage.

The employee has the right to be represented by the PBA, an attorney, or other representative of his/her choice, at every stage of the proceeding.

Suspension

In no event, however, shall an employee who has been served with a Notice of Discipline be suspended without pay for a period not to exceed thirty (30) calendar days.

Filing for Arbitration

The independent Arbitrator shall be selected in accordance with the procedures set forth in Article 14 - Grievance Procedure. An employee, or his/her representative, may object to the Notice of Discipline at Step 3 - Arbitration of the Grievance Procedure prescribed in Article 14 hereof, by filing a Demand for Arbitration, no later than ten (10) calendar days after receiving the Notice of Discipline.

The independent Arbitrator shall hold a hearing at a mutually agreed upon date(s) and time(s) to all parties' representatives. The affected employee may be represented at the arbitration by the

individual(s) of his/her choosing and shall be entitled to present witnesses on his/her behalf.

The Arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination. The Arbitrator's decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties, and he/she may take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension, if any.

Settlement

The disciplinary may be settled at any stage of the proceeding. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.

Fees and Expenses

All fees and expenses of the Arbitrator, if any, shall be paid by the City and the PBA. In the event the employee is not represented by the PBA, he/she shall be responsible for his/her share of the Arbitrator's fees and expenses. The hearing shall have a transcribed record provided at no cost to the employee or PBA.

I. Questions of the use of unsafe equipment will be reviewable under Article 14 - Grievance Procedure. While employees will be required to follow orders on the use of equipment, grievances shall proceed through Article 14 - Grievance Procedure, if they are not resolved at Step 1 - Chief of Police.

J. In the event that an employee is subpoenaed to a Public Employment Relations Board (PERB) proceeding during work hours, no more than one (1) employee shall be released for such purposes from any tour of duty in addition to the PBA President. The subpoenaed employee and

PBA President shall be paid in the event this occurs during work hours. If the appearance occurs during non-work hours, the subpoenaed employee and PBA President shall be paid as set forth in Article 29-Overtime, Section 1.

ARTICLE 14
GRIEVANCE PROCEDURE

1. **Definition of Grievance.**

A grievance is any dispute or differences between the parties arising out of the interpretation or application of any provision of this Agreement.

2. **Procedure.**

A. A grievance shall be reduced to writing within thirty (30) calendar days of its occurrence or within thirty (30) calendar days of when any official of the PBA knew or should have known of the violation. All grievances shall only be submitted by the PBA, signed by a PBA official, and submitted and processed as follows:

B. **STEP 1-CHIEF OF POLICE** – The grievance shall be submitted to the Chief of Police who shall have ten (10) calendar days after receipt of the grievance to respond. In the event there is no written response or determination, the grievance shall be deemed denied. After receipt of the Chief of Police’s response, the grievance may be appealed to Step 2-Mayor, within ten (10) calendar days after receipt. In the event there is no written response or determination received, the grievance may be appealed to Step 2-Mayor no later than twenty-one (21) calendar days after the filing of the grievance.

C. **STEP 2-MAYOR** – The Mayor shall have ten (10) calendar days after receipt of the grievance to respond. In the event there is no written response or determination, the grievance shall be deemed denied. After receipt of the Mayor’s response, the grievance may be appealed to Step 3-

Arbitration, within ten (10) calendar days after receipt. In the event there is no written response or determination received, the grievance may be appealed to Step 3-Arbitration no later than twenty-one (21) calendar days after the filing of the grievance at Step 2-Mayor.

D. STEP 3-ARBITRATION – The PBA may file a Demand for Arbitration utilizing the procedures in effect at that time of the Public Employment Relations Board (PERB) within ten (10) calendar days after the receipt of a written determination by the Mayor, or no later than twenty-one (21) calendar days after filing of the grievance at Step 2-Mayor.

The Arbitrator shall have no power to add to, subtract from, or modify the provisions of the Agreement in arriving at a decision of the issue or issues presented.

The decision of the Arbitrator shall be final and binding upon the parties and the decision of the Arbitrator is subject to Article 75 of the Civil Practice Law and Rules.

All fees and expenses of the Arbitrator shall be shared equally by the PBA and the City.

ARTICLE 15 **SICK LEAVE PAY**

1. An employee shall be paid for his/her period of sickness, without regard to duration, but the period shall be excluded from computation of overtime. Whenever, in the judgment of the Board of Police Commissioners or its designee, such procedure is advisable, medical proof of such disability or disabling sickness must be furnished by the employee at his/her own expense, or the employee may be required to submit to a medical examination by a physician designated by the Board of Police Commissioners as a prerequisite to receiving compensation for the sick leave, and the findings of the designated physician shall be final and conclusive, with the cost of the examination borne solely by the City. The City shall compensate each employee requiring to take his/her annual physical examination on off-duty time with four (4) hours of time owed. In the event

an employee is out of work as a result of any injury while working for a third (3rd) party, the City shall not be required to provide the employee with more than ten (10) consecutive work days of sick leave.

2. Effective January 1, 2015, any employee who does not use any sick leave in a calendar year, shall be credited with four (4) additional bonus vacation days to be added to that employee's annual vacation crediting on January 1st, which can be used during that year. (Example: no sick leave for the calendar year 2015, receives 4 additional bonus vacation days credited on January 1, 2016, to use in that calendar year). At the end of each year, the employee shall be entitled to add one (1) of the additional bonus vacation days to his/her vacation carry over as set forth in Article 24 – Vacation Time and Scheduling (Example: 40 vacation days can be carried over, increased to 41, next year 41 can be carried over, increased to 42 and so on). The foregoing shall not apply to a new employee hired during the calendar year.

ARTICLE 16 **RETIREMENT PLANS**

1. The City shall provide and maintain the following plans for police officers pursuant to the New York State and Local Police and Fire Retirement System:

- a) 375-i
- b) 375-i(p)
- c) 384 (25 years, no age)
- d) 384-d (20 years, no age)

The City shall provide and maintain the retirement plans for all non-police officers pursuant to the New York State and Local Employees' Retirement System.

2. Each employee, except police officers, who retires shall be paid for fifteen (15) days of pay at his/her daily rate at the time of retirement.

3. Each police officer and dispatcher shall be provided by the City, at no cost to the employee, with a badge and signed identification card upon retirement with the word "Retired" or "Ret." stamped thereon.

ARTICLE 17
DENTAL PLAN

1. The City shall provide the Delta Preferred plan for the individual employee and eligible dependent(s), at no cost.

ARTICLE 18
LIFE INSURANCE

1. The City shall provide, at no cost, ten thousand dollars (\$10,000.00) term life insurance policy for all employees who retire. In addition, a forty thousand dollar (\$40,000.00) term life insurance policy shall be made available to each employee who shall be required to pay the premiums, provided, however, the City shall provide for both premiums in the amount of fifty thousand dollars (\$50,000.00) if such coverage is available, at a cost not to exceed the City's current expenditure for term life insurance at its 1993 cost. Each employee shall be responsible to designate the beneficiary of his/her policy.

ARTICLE 19
DUES CHECK-OFF

1. The dues amount established by the PBA shall be deducted from each employee's payroll check and forwarded to the PBA as currently provided.

ARTICLE 20

IN-SERVICE TRAINING

1. All employees who are approved to attend any in-service training during non-work hours, shall be paid overtime at the rate of time and one-half (1.5X) his/her applicable rate of pay. All in-service training shall be approved by the Board of Police Commissioners or its designee. However, nothing contained in this section shall apply to training required by New York State for Police Officers or Dispatchers requiring Departmental firearms training, Scuba or the Emergency Operations Units.

ARTICLE 21 PERSONNEL FILES

1. Any employee wishing to review his/her personnel file shall provide at least one (1) day's notice to the Chief of Police, or his/her designee, prior to reviewing the file. All entries or copies made of the file shall be initialed by the employee.

2. A copy of each document placed in an employee's personnel file shall be provided to the affected employee immediately upon its insertion into his/her file. Within ten (10) days after receipt of the inserted document, the employee may file a written response to be attached to the inserted document placed into his/her personnel file.

3. All evaluations of each employee shall be placed into his/her personnel file and may be utilized for promotional purposes.

ARTICLE 22 FOOT PATROLS

1. The foot patrol employee(s) shall return to the Department twenty (20) minutes prior to the last hour of his/her tour of duty. At that time, if there are no special instructions from the Sergeant, he/she shall then be relieved of duty.

ARTICLE 23

SUPPLEMENTARY, PERSONAL LEAVE, BEREAVEMENT AND PBA DAYS

1. Each employee with at least one (1) year of full time service who has had military service, and who has been honorably discharged, shall be entitled to sixteen (16) supplementary days off as holidays, and all other employees shall be entitled to fourteen (14) supplementary days off during each calendar year. The selection of the specific day(s) to be taken off by each employee shall be approved by the Board of Police Commissioners or its designee in order for the minimum staffing levels on each tour of duty to be maintained, as set forth in this Agreement. No employee shall carry over more than ten (10) supplementary days at the end of each calendar year. All supplementary days may be taken by the employee in one-half (1/2) days, subject to the approval of the employee's supervisor. Effective March 15, 2015, all supplementary days may be taken by the employee in one-quarter (1/4) days, subject to the approval of the employee's supervisor.

2. The City shall grant four (4) Personal Leave Days to each employee every year. In the event personal leave days are not used, the employee shall be paid forty dollars (\$40.00) for each day, and if one (1) day is not used in each calendar quarter, the employee may request payment which shall be payable in the first (1st) pay period following that quarter. Effective April 1, 2015, and each calendar quarter thereafter (Example: April - June, July - September, October - December, etc.), the employee is expected to request one (1) personal leave day off. However, if that one (1) personal leave day is not requested and the day not used in that calendar quarter, that employee shall advise the Chief of Police or designee of his/her option of one (1) of the following:

- Be paid forty dollars (\$40.00) for that one (1) unused personal leave day in the first (1st) pay period following that calendar quarter;

or

- Convert that one (1) unused personal leave day into a vacation day for use during that calendar year.

Personal leave days shall not be approved for an employee at a time when an emergency has been declared to exist in the City by either the Mayor or the Chief of Police. Requests for personal leave days shall not be unreasonably denied.

The term unreasonably denied shall be defined as follows:

Uniformed Division. (a) Personal Leave Days shall be granted immediately when there are more than five (5) police officers on duty or scheduled for duty in the requesting police officer's tour of duty, provided an emergency condition does not exist. (b) When there are five (5) or less police officers on duty in the requesting police officer's tour of duty, one (1) Personal Leave Day may be granted without question on a first(1st) come, first (1st) serve basis. Any subsequent requests for Personal Leave Days during that tour of duty shall be granted only in circumstances of a personal emergency or any other personal crisis, at the discretion of the tour of duty supervisor.

Detective Division. Personal Leave Days shall be granted immediately as long as only one (1) request each tour of duty is made, and an emergency does not exist. All other Personal Leave Day requests shall be made by the Detective Sergeant or Lieutenant. Request for Personal Leave Days shall not be unreasonably denied.

Administrative Staff and Dispatchers. Personal Leave Days shall be granted by the Chief of Police or designee on an individual request basis and shall not be unreasonably denied.

Other than the foregoing conditions, Personal Leave Days do not have any other priority over any other requests for time off.

3. All employees shall be entitled to four (4) bereavement days, to include the day of the funeral, in the event of a death in an employee's immediate family. The immediate family shall be defined as follows: Spouse, Son, Daughter, Mother, Father, Brother, Sister, Grandparents, Mother and Father-in-Law, Foster and/or Step Parents, Foster and/or Step Parents-in-Law, Grandchildren and Step and/or Foster Children.

Each employee shall be entitled to one (1) day of the bereavement leave for attendance for all other family members related by blood or marriage not listed above. This bereavement day requires a prior notice of a minimum of twenty-four (24) hours. In the event that the death occurs either when the employee is on time off, or partly on his/her time off, or partly during his/her working hours, only the actual working days during which the four (4) or one (1) day of bereavement leave shall be applied.

4. The City shall grant to the PBA President, or designee, twenty-four (24) PBA Days each calendar year. The PBA Days shall be authorized by the PBA President, and can be used by him/her, or he/she may grant a PBA day(s) to any PBA member.

ARTICLE 24

VACATION TIME AND SCHEDULING

1. The following vacation schedule shall be applicable for all employees, in each calendar year. Each employee shall be entitled to carry over from year to year no more than a total of forty (40) vacation days.

A. For one (1) year of service, but less than five (5) years, fifteen (15) days paid vacation.

B. For five (5) years of service, but less than ten (10), twenty-two (22) days paid vacation.

C. For ten (10) years of service and above, twenty-seven (27) days paid vacation.

Effective January 1, 2016, each employee shall be entitled to carry over from year to year no more than a total of forty (40) vacation days, not including one (1) maximum unused sick leave bonus vacation day each year (Example: $40 + 1 = 41$ carry over, next year $41 + 1 = 42$ and so on).

2. The anniversary date of the appointment of the employee shall determine the earning for vacation entitlement above.

3. The Chief of Police or designee shall establish the annual vacation schedules.

4. All employees may convert any number of vacation days into supplementary days at any time during the year, except in the month of December when the prior approval by their Lieutenant will be required.

5. All employees may convert five (5) days of his/her vacation to five (5) days of Time Owed. The employee shall provide prior notice to the annual vacation selections that he/she has elected to convert five (5) days of vacation to five (5) days of Time Owed. All Time Owed shall be used within two (2) years of its conversion, and no more than ten (10) hours may be carried over from year one (1) to year two (2).

6. There shall be four (4) separate vacation lists for selection. One (1) for the Patrol Division Police Officers and Dispatchers for each respective tour of duty, based on length of service with the police department, one (1) for the Administrative Staff, one (1) for the Detective Division based on their rank and length of service in that title and rank in the Detective Division, and one (1) for all Patrol Division Sergeants and Lieutenants for each respective tour of duty based on their rank and length of service in that rank.

ARTICLE 25

EDUCATION INCENTIVE AND PHYSICAL FITNESS

1. The City agrees, with the prior written approval of the Chief of Police, which shall not be unreasonably denied, to reimburse each employee with over one (1) year service for college level courses taken at an accredited college or university leading to any degree in Criminal Justice or related field as follows:

A. Fifty percent (50%) of the cost of tuition, mandatory registration fees, books and fees for laboratory materials, which remain unpaid by the Law Enforcement Education Program, Law Enforcement Assistance Administration, or Department of Justice, upon the presentation of paid receipts.

B. Fifty percent (50%) of the cost of tuition, mandatory registration fees, books and fees for laboratory materials upon successful completion of such course(s) upon the presentation of proof of a passing grade.

C. The City's maximum reimbursement for the entire bargaining unit for reimbursement of college level courses each year shall be as follows:

					Reinstate at 11:59 p.m.
<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>	<u>12/31/16</u>
\$30,000.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$30,000.00

2. Any employee possessing or acquiring an Associate's or Bachelor's Degree shall receive over and above his/her Base Wage, and longevity, if applicable, the following percentage:

	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>
Associate's Degree	1.5%	1.5%	1.5%	1.5%	1.5%
Bachelor's Degree	2.5%	2.5%	2.5%	2.5%	2.5%

3. The City shall reimburse all employees for the cost of a membership at an area gym, up to a maximum payment of one hundred dollars (\$100.00) each year.

ARTICLE 26

ATTAINMENT OF TOP BASE WAGE

1. Upon completion of five (5) consecutive years of service for Police Officers, and three (3) consecutive years for Dispatchers and Senior Typists, an employee shall be entitled to receive the top Base Wage for each respective position as set forth in Schedule "A," attached hereto and made a part of this Agreement. Effective October 1, 2016, the top Base Wage for Dispatchers and Senior Typists shall be upon completion of five (5) consecutive years of service.

ARTICLE 27

BASE WAGE SCHEDULES

1. The Base Wage Schedules shall be as set forth in "Schedule A," attached hereto and made a part of this Agreement.

ARTICLE 28

CANINE OFFICER COMPENSATION AND SCHEDULING

1. Scheduling

The Chief of Police shall determine the number of Canine Officers within the Department. The Chief of Police shall determine the tours of duty as set forth in Article 10-Work Day, Work Week and Work Schedules, Section 5, to which the Canine Officer(s) will be assigned. In the event there is more than one (1) Canine Officer and those employees are assigned to more than one (1) tour of duty, then the Canine Officer with the most seniority, with seniority being defined as length of service as a Canine Officer, may select the tours of duty made available to work.

Article 11-Permanent Tours of Duty, Section 1, shall not be applicable to those employees

who are assigned as a Canine Officer.

2. Compensation of Canine Officer(s)

In recognition for the care and maintenance of his/her dog, each Canine Officer(s) shall be paid fifteen (15) hours of overtime each month at his/her applicable hourly rate of pay, which represents twenty-two and one half (22.5) hours of his/her straight time rate of pay. The payment shall be made as it currently exists. In the event there is more than one (1) Canine Officer, the most senior Canine Officer, which shall be defined as time in service as a Canine Officer, shall be designated "Senior Canine Officer." In addition to the foregoing compensation, he/she shall also be paid eight (8) hours of overtime each calendar quarter at his/her applicable hourly rate of pay, which represents and shall be paid at four (4) hours of his/her straight time rate of pay each month.

ARTICLE 29
OVERTIME

1. All employees shall be compensated at the overtime rate of one and one-half (1.5X) times their regular hourly rate for all hours worked in excess of their regularly scheduled eight (8) hour work day, or when called in and not scheduled to work, or for all hours worked in excess of forty (40) hours during a work week. For purposes of this Article, the term "worked" shall include hours for which an employee is compensated regardless of whether or not he/she actually appeared and performed services on behalf of the City (i.e., vacation, sick leave, personal leave, etc.) In no event shall a uniformed employee be called out or kept on standby or alert, either at the Department or elsewhere, without being paid for a minimum of two (2) hours overtime pay. All Detective Division and Juvenile Aide Bureau employees may be put on standby without receiving overtime or time owed unless they are actually called out. All court appearances on off-duty hours shall be compensated for with a minimum of three (3) hours time owed or time and one-half (1.5X) for actual

time spent in court, whichever is greater. All after tour of duty time, which has been specifically authorized by a supervisor, shall be considered overtime, without a minimum number of hours guaranteed.

2. Each employee who works more than four (4) consecutive hours of overtime contiguous to the employee's regular tour of duty shall be paid a meal allowance with the time of day during which such overtime is worked. For purposes of "breakfast," the meal allowance shall be reimbursed from the hours of 1:00 a.m. to 10:00 a.m.; "lunch" from the hours of 10:01 a.m. to 3:00 p.m.; and "dinner" from the hours of 3:01 p.m. to 12:59 a.m., with each time being computed from a point four (4) hours after commencement of the overtime. Reimbursement shall be at the rate for each meal as set forth in Schedule B, attached hereto and made a part of this Agreement.

3. All meal allowances for an assignment outside of the City shall be based on the employee being outside of the City for a minimum of six (6) hours.

4. All meal allowances shall be paid from a petty cash fund after the employee produces a receipt for meal(s).

ARTICLE 30
UNIFORM AND CLOTHING ALLOWANCE

1. Pursuant to the Rules and Regulations of the Internal Revenue Service with respect to an "accountable plan", the City shall provide to all employees an annual uniform and clothing allowance each year of the Agreement, to be paid in two (2) equal payments in the payroll period ending nearest to June 15th and December 15th of each year according to the following schedule:

<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>
\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

There will be no tax withholding on the uniform and clothing allowance in which the

employee submits original receipts for reimbursement. The original receipts would be from vendors (e.g., dry cleaners, clothing stores, etc.), which are dated contemporaneously with the transaction.

2. In the event of retirement or resignation of any employee, the uniform and clothing allowance for that year shall be prorated and calculated upon the exact time employed during such year as a percentage (e.g., worked 9 months, paid 75% of the uniform and cleaning allowance).

3. All new employees shall be paid the full amount for that year upon the start of his/her employment.

4. An employee who started his/her eighteenth (18th) year of service and above, shall have the option to receive his/her annual uniform and clothing allowance amount set forth above, or added to his/her longevity payment and treated as a longevity payment.

ARTICLE 31

LONGEVITY

1. Each employee shall be paid longevity increments in addition to his/her Base Wage on the anniversary of his/her date of hire as set forth below:

<u>Years of Service</u>	<u>1/1/12(1)</u>	<u>1/1/13(1)</u>	<u>1/1/14(1)</u>	<u>1/1/15</u>	<u>1/1/16</u>
Start 7-9 Years		2.00% above the employee's Base Wage			
Start 10-12 Years		2.75% above the employee's Base Wage			
Start 13-15 Years		3.50% above the employee's Base Wage			
Start 16-17 Years		4.50% above the employee's Base Wage			
Start 18 Years and Above		5.50% above the employee's Base Wage			

(1) The above Longevity Schedule provides for no change during the five (5) year period of January 1, 2012 through December 31, 2016. For the period of January 1, 2012 through December 31, 2014, all employees shall continue to be paid pursuant to and applying the Base Wage schedule in effect on January 1, 2011, including any movement through the years of service until December 31, 2014. Effective January 1, 2015, each employee shall be paid longevity as set forth above pursuant to the Base Wage schedule in effect on January 1, 2015.

ARTICLE 32

TIME OWED

1. Each employee shall be entitled to accumulate and carry over from one (1) calendar year to the next year, no more than fifty (50) hours of time owed.

2. In the event that an employee has more than fifty (50) hours at the end of the calendar year of time owed, he/she shall be paid at his/her applicable hourly rate of pay in effect at the time of accumulation, in the first (1st) pay period of January each year.

ARTICLE 33
OUT-OF-TITLE PAY

1. An employee working a full tour of duty at a position, rank or title higher than his/her position, rank or title, shall be paid at the higher rate for that position, rank or title for the entire tour of duty. It is understood that this does not pertain to employees in plain clothes assignments.

ARTICLE 34
COST OF COPIES OF THE AGREEMENT

1. The parties agree to share equally in the cost of printing copies of the Agreement for each employee.

ARTICLE 35
HEALTH INSURANCE

1. The City shall provide health insurance through the New York State Health Insurance Program's Empire Plan (Core Plus Enhancements), to all individuals and eligible dependents (family).

2. In previous collective bargaining between the parties, the City placed a proposal on the bargaining table that would restore certain retired police officers to the same level of health insurance contribution by the City that existed prior to the City making a unilateral adjustment in that premium contribution level. In exchange for restoring those police officers who retired on or before December 31, 2000 to the City's level of its contribution as set forth in Section 5 below, and the City

maintains that contribution for those affected retired police officers, the City is then authorized to deduct a health insurance contribution from all current employees in equal bi-weekly payments, as set forth below, using pre-taxed dollars through a 125 Plan, towards the premium or cost. The authorization for the deductions shall continue for as long as the health insurance contribution for the affected retired police officers who retired on or before December 31, 2000 remains at the same level as set forth in Section 5 below. The health insurance contribution for all employees shall be as follows:

<u>Empire Plan</u>	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>
Individual	\$1,000.00/yr	\$1,000.00/yr	\$1,000.00/yr	\$1,150.00/yr	\$1,300.00/yr
Family	\$1,250.00/yr	\$1,250.00/yr	\$1,250.00/yr	\$1,400.00/yr	\$1,550.00/yr
<u>MVP</u>	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>
Individual	\$ 750.00/yr	\$ 750.00/yr	\$ 750.00/yr	\$1,150.00/yr	\$1,300.00/yr
Family	\$1,000.00/yr	\$1,000.00/yr	\$1,000.00/yr	\$1,400.00/yr	\$1,550.00/yr

The above contribution shall be in pre-taxed dollars, and deducted in equal bi-weekly pay periods.

MVP 25 Plan enrollees will be reimbursed, by the City, for their “out of pocket” co-pays of twenty-five dollars (\$25.00) back down to the MVP 10 Plan of ten dollars (\$10.00).

3. The City shall provide for an optional buy out of health insurance coverage for full-time employees. The buyout of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the City on the Request to Decline and Waive Health Insurance Coverage form, attached hereto as Appendix “A” and made a part of this Agreement, that he/she is selecting to decline and waive the health insurance coverage provided by the City, for which the employee is eligible and entitled to receive pursuant to this Agreement.

An employee who declines and waives health insurance coverage as provided above, shall be compensated five thousand dollars (\$5,000.00) annually, to be paid in equal amounts on the

first (1st) period following each calendar quarter. The buyout shall be pro-rated in the event the employee resumes health insurance coverage during that calendar quarter (e.g., \$1,250.00 a quarter to be paid, resumes coverage on the 1st day of the 3rd month of the quarter, employee paid only \$833.34).

An employee who elects to receive the buyout fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the City, be required to provide written notice to the City that he/she is covered by health insurance under a different plan. An employee who has elected to receive the buyout fee is required to provide written notice to the City on the Request to Resume Health Insurance Coverage form, attached hereto as Appendix "B" and made a part of this Agreement, that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the City. The effective date of the employee's re-establishment of health insurance coverage by the City shall be at the earliest possible date as provided by the plan. The City shall notify the plan upon notice by the employee of that employee's decision to re-establish health insurance coverage through the City.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The City shall provide the forms to the employee that are attached hereto as Appendices "A" and "B," and made a part of this Agreement.

If both spouses are employees of the City, only one may choose the insurance buy out. If they do not want the buyout, they will be entitled to either one (1) family coverage plan or two (2) single coverage plans.

4. The City may elect another health insurance plan to replace the Empire Plan as its primary plan as set forth in Section 1 above, provided that the level of benefits are substantially

equivalent or better than levels of the Empire Plan benefits, (e.g., prescription drug (Rx) co-pays, provider network, provider co-pays, such as doctor's office visits).

It is agreed and understood by and between the parties that the City shall provide written notice to the PBA President at least sixty (60) calendar days prior to the effective date of the health insurance plan change to replace the Empire Plan. The City shall identify all the changes and/or modifications in the proposed health insurance plan to the Empire Plan in a side by side comparison in order for the PBA to determine whether or not the plan change(s) and/or modification(s) provide substantially equivalent or better levels of the Empire Plan benefits. In the event the PBA determines that the health insurance plan change(s) and/or modification(s) does not provide substantially equivalent levels of benefits, the PBA shall respond in writing to the City no later than forty five (45) calendar days after the City provided its written notice as set forth herein, that it agrees or disagrees that the health insurance plan change(s) and/or modification(s) are substantially equivalent or better to the Empire Plan and benefits to the proposed new health insurance plan. In the event the PBA does not agree that the proposed new health insurance plan change(s) and/or modification(s) identified by the City are not substantially equivalent or better than the Empire Plan benefits, the matter shall be submitted directly to Step 3 – Arbitration pursuant to Article 14 –Grievance Procedure of this Agreement.

The burden of proof at the arbitration hearing shall be on the City to sustain that the proposed new health insurance plan change(s) and/or modification(s) are substantially equivalent or better than the Empire Plan benefits.

The City shall not be permitted to implement the proposed new health insurance plan until such time that an arbitrator has issued his/her Award which provides that the City can change

from the Empire Plan.

5. Health Insurance for Retirees: Any employee who retires with ten (10) years or more of service with the City, or is granted a disability retirement from a duty incurred injury and/or illness that occurs as an employee with the City, shall be entitled to one hundred percent (100%) of the premium or cost of health insurance paid for by the City for individual coverage. In the event the employee elects dependent (family) coverage, the City shall, in addition, pay fifty percent (50%) of the difference between the individual and dependent (family) premium or cost (i.e., individual \$350.00/mo. and dependent (family) \$700.00/mo., the City would pay \$525.00/mo.). The health insurance coverage shall be the same plan(s) offered to employees and is subject to change through the collective bargaining process.

ARTICLE 36

SAFETY AND UNIFORM COMMITTEE

1. There shall be a Safety and Uniform Committee comprised of three (3) Police Commissioners appointed by the Mayor, three (3) PBA members appointed by the PBA President, and the Chief and/or Deputy Chief of Police.

ARTICLE 37

DRUG TESTING

1. All Police Officers shall be subject to mandatory random drug testing at the discretion of the Chief of Police.

2. Urinalysis samples will be collected under the supervision of the Chief of Police or his/her designee. Collection of the specimen will take place with a supervisor in the area, but without direct observation, unless circumstances warrant. Two (2) samples shall be taken, and each container shall be sealed, dated and initialed by the person being tested and the person supervising the collection process. Both samples will be forwarded to the testing laboratory designated by the

City.

3. All drug testing will be performed by an accredited testing facility.
4. The cost pertaining to the collection and testing of urine samples shall be paid by the

City.

5. The testing procedure shall consist of a two (2) step procedure:
 - a. Initial screening test;
 - b. Confirmation test.

6. Urine samples shall first (1st) be tested using the initial drug screening procedure. An initial positive test result shall not be considered conclusive, rather, it shall be classified as "confirmation test pending". If a confirmation test is required, the second (2nd) sample shall be utilized for the confirmation test.

7. All test results shall be confidential between the police officer and the City's designee. In the event a confirmation test has been required and the results are positive, the results shall be provided to the individual testing positive and the City's designee.

8. There shall be no action taken by the City (e.g., no rescheduling, changing of tour of duty or assignment, etc.) by virtue of a "confirmation test pending," except that at the discretion of the City, a police officer testing positive may be placed on paid leave while awaiting the "confirmation test pending" results.

9. The laboratory selected to conduct the testing shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis drug testing. A dispute as to whether or not the laboratory selected is properly accredited and/or capable of meeting the criteria set forth in this drug testing procedure, shall be subject to arbitration pursuant to Article 14-Grievance Procedure of this Agreement. A finding that the

laboratory is not capable shall void all results. The PBA and the City agree to meet annually and to designate a laboratory to be used for testing.

10. A police officer having a negative drug test result and/or having no confirmation of illegal drugs shall receive a memorandum stating that no illegal drugs were found. A police officer testing positive may be subject to immediate disciplinary action.

11. A police officer who refused to participate in the drug test shall be subject to immediate disciplinary action.

12. In the absence of reasonable suspicion, no police officer shall be subjected to drug testing more than three (3) times in any nine (9) month period.

ARTICLE 38

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Police Officer of the Police Department of the City of Kingston

“who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.”

The following procedures shall regulate the application and benefit award process for General Municipal Law Section 207-c (Section 207-c) benefits.

Section 2. Definitions

- a) **City:** The City of Kingston
- b) **Chief:** The Chief of Police of the City of Kingston

c) **Claimant:** Any police officer of the City of Kingston who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties.

d) **Recipient:** Any police officer of the City of Kingston who has been granted Section 207-c benefits.

e) **Claims Manager:** The individual designated by the Employer who is charged with the responsibility of administering the procedures herein.

f) **Section 207-c Benefits:** The regular salary or wages and medical treatment and hospital care payable to an eligible Claimant under Section 207-c. In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled to health insurance in the same manner in which the employee was receiving health insurance when working. An employee receiving Section 207-c benefits shall continue to accrue or be credited with all paid leaves, such as, sick, vacation, holiday and personal leave as set forth in this Agreement, except, he/she shall only be entitled to receive a prorated clothing allowance based on each full quarter of absence.

Section 3. Application for Benefits

A. Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file a written incident report and Application attached hereto as Schedule "C" and made a part of this Agreement, with the Chief and Claims Manager within twenty-four (24) hours of becoming aware of the injury or illness. Upon sufficient reason, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary incident report within the required twenty-four (24) hours.

B. The incident report shall include, to the extent practicable, the following information:

- (1) the time, date and place of the incident;
- (2) a statement of the facts surrounding the incident;
- (3) the nature and extent of the Claimant's injury or illness; and
- (4) the nature of any possible witnesses to the incident.

C. Where the Claimant's injury or illness prevents him/her from filing the application for 207-c benefits, an application for Section 207-c benefits may be filed on behalf of a Claimant within ten (10) calendar days of either the date of the incident giving rise to the claim or of the date of the discovery of any incident which produced the injury or illness. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant. All applications for Section 207-c benefits shall be made in writing, using the official application form attached hereto as Schedule "C," and made a part of this Agreement, which shall include the following information:

- (1) the time, date and place where the injury or illness producing incident occurred;
- (2) a detailed statement of the particulars of the incident;
- (3) the nature and extent of the Claimant's injury or illness;
- (4) the Claimant's mailing address;
- (5) the names of any potential witnesses; and
- (6) the name and address of all of the Claimant's treating physicians.

D. The Claims Manager may excuse the failure to file the application within the ten (10) calendar day period, upon a showing of good cause.

Section 4. Authority and Duties of Claims Manager

A. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.

B. The Claims Manager shall have the authority to:

- (1) employ experts and specialists to assist in the rendering of the determination of eligibility;
- (2) require the production of any book, document or other record that pertains to the application, injury, or illness;
- (3) require the Claimant to submit to one (1) or more medical examinations related to the illness, or injury;
- (4) require the Claimant to sign forms for the release of medical information that bears upon the application;
- (5) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
- (6) do all that is necessary or advisable in the processing of said application.

On an initial determination investigation, a Claimant must cooperate with the City and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made within a reasonable time, based upon the investigation without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant, City and the Chief within ten (10) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

An appeal from an initial determination of the Claims Manager must be made within ten (10) calendar days of receipt of the initial determination pursuant to Section 11 of the procedures herein.

Section 5. Time Off Pending Initial Determination

Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant's sick leave time.

Section 6. Medical Treatment

After the filing of an application, the Claims Manager may require a Claimant to submit to one (1) or more medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determination of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his/her regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c recipient who refuses to accept such medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. An employee who has been deemed to have waived his/her rights under this section may appeal, within ten (10) calendar days of such refusal, and request a hearing pursuant to Section 11 of these procedures.

Medical Reports. All physicians, specialists and consultants treating a Claimant or Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or Recipient shall execute the Medical Release Form, attached hereto as Schedule "C," and made a part of this Agreement, and shall be responsible for the filing of said reports. The Claimant shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein.

Payment for Medical and Related Services. A Claimant approved to receive Section 207-c benefits, hereafter "Recipient," must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

No claim for surgical operations or physiotherapeutic procedures costing more than one hundred fifty dollars (\$150.00) shall be paid unless they were required in an emergency or authorized in advance by the Claims Manager. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based.

Section 7. Light Duty Assignments

A. Any Recipient who is not eligible for or who is not granted an ordinary or accidental disability retirement allowance or retirement for disability occurred in the performance of duty allowance or similar accidental disability pension, may be examined by a physician chosen by the Claims Manager to determine the Recipient's ability to perform certain specified light duty. Any Recipient deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, in his or her sole discretion, to perform such light duty.

B. A Recipient who disagrees with the order to report for light duty may request a hearing, pursuant to Section 11 herein, within forty-eight (48) hours after receipt of the order, with the Claims Manager. Where the refusal to report to light duty is based upon conflicting medical

documentation, the parties agree that the Recipient will be examined, with the extent of the examination determined by a third (3rd) mutually designated physician whose medical opinion will be binding upon the parties as to disability. If the parties are unable to agree upon a third (3rd) neutral physician, he/she will be appointed from an appropriate board certified medical list by the parties. The fees and expenses of that physician shall be paid equally by the parties.

C. Payment of full Section 207-c benefits shall be continued with respect to an employee who disagrees with the order to report to light duty, until it is determined whether the employee is capable of performing the light duty as set forth above. Where a determination has been made that the employee can report to and perform light duty, and that individual fails or refuses to perform light duty, if same is available and offered, that employee's Section 207-c status shall be discontinued.

Section 8. Changes in Condition of Recipient

Every Section 207-c Recipient shall be required to notify the Claims Manager of any change in his or her condition which may enable the Recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 9. Right of Perpetual Review and Examination

A. The Claims Manager shall have the right to review the eligibility of every Section 207-c Recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

- (1) requiring Recipient to undergo medical examinations by physicians or medical providers chosen by the Claims Manager;
- (2) requiring Recipient to apprise the Claims Manager as to his/her current

condition; and

(3) requiring Recipient or any other involved parties to provide any documentation, books, or records that bear on the Recipient's case.

Section 10. Termination of Benefits

If, for any lawful reason, including but not limited to those reasons specified in these procedures, the Claims Manager determines that a Recipient is no longer or was never eligible for benefits, the Claims Manager shall seek to terminate such benefits pursuant to the provisions of Section 11 of this procedure. Notice of such termination and the reasons therefore shall be served by mail upon the Recipient and the Chief. Pending a determination with respect to the Recipient's eligibility, the Recipient shall continue to receive Section 207-c benefits.

Section 11. Hearing Procedures

A. Hearings requested under the provisions of this procedure shall be conducted by a neutral Hearing Officer related to the issues to be determined. The parties shall attempt to agree on a mutually acceptable Hearing Officer. In the event the parties cannot agree, the Hearing Officer shall be selected in accordance with Article 14 – Grievance Procedure, sub-section 2(D) of this Agreement. The Claimant/Recipient may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. Either party or the Hearing Officer may cause a transcript to be made. The Claimant/Recipient and the City agree to share equally the costs of the transcript. After the hearing, the Hearing Officer shall render a determination which shall be final and binding upon all parties. Any such decision of the Hearing Officer shall be reviewable only pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Hearing Officer shall be borne equally by the parties.

B. In the event there is a medical dispute between the employee's doctor and the City's doctor as to whether the Claimant/Recipient is or was disabled and unable to perform his/her regular duties, the parties agree to select a third (3rd) mutually designated physician whose medical opinion will be binding upon the parties as to disability. If the parties are unable to agree upon a third (3rd) neutral physician, he/she will be appointed from an appropriate board certified medical list by the parties. The fees and expenses of that physician shall be paid equally by the parties.

Section 12. Coordination with Workers' Compensation Benefits

Upon payment of Section 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the City for periods during which a Recipient received Section 207-c benefits. If the Recipient shall have received any Workers' Compensation benefits hereunder which were required to be paid to the City, the Recipient shall repay such benefits received to the City, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of Section 207-c benefits, any continuing Workers' Compensation benefits shall be payable to the Recipient. The parties shall not be bound by a determination of the Workers' Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

Payment of Section 207-c benefits shall be discontinued with respect to any Recipient who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous

A. A Recipient who is receiving medical treatment while working shall make every effort to schedule such medical examinations or treatment during non-work hours.

B. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce the

benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.

C. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein.

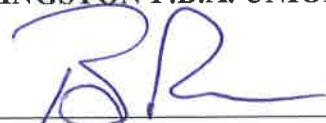
D. The Claimant/Recipient shall file the Notice to the New York State Comptroller attached hereto as Schedule "C," and made a part of this Agreement, with a copy to the City Clerk.

IN WITNESS WHEREOF, the parties have hereby executed this Agreement this 13 day of July, 2015.

CITY OF KINGSTON


By: Shayne R. Gallo, Mayor

KINGSTON P.B.A. UNION, INC.


By: Barry Rell, President

SCHEDULE "A"

BASE WAGE SCHEDULES

	<u>1/1/12 (1)</u>	<u>1/1/13(1)</u>	<u>1/1/14(1)</u>	<u>1/1/15</u>
Police Officer				
Academy Rate *	\$45,178	\$45,178	\$45,178	\$45,178
Starting Rate	\$50,198	\$50,198	\$50,198	\$50,198
After 1 Year	\$52,945	\$52,945	\$52,945	\$52,945
After 2 Years	\$55,828	\$56,945	\$58,084	\$58,665
After 3 Years	\$57,983	\$59,143	\$60,326	\$60,929
After 4 Years	\$59,129	\$60,312	\$61,518	\$62,133
After 5 Years	\$62,452	\$63,701	\$64,975	\$65,625
Detective	\$64,686	\$65,980	\$67,300	\$67,973
Ptl./Det. Sergeant	\$68,509	\$69,879	\$71,277	\$71,990
Ptl./Det. Lieutenant	\$74,732	\$76,227	\$77,752	\$78,530
	<u>1/1/16</u>	<u>4/1/16</u>	<u>7/1/16</u>	<u>10/1/16</u>
Police Officer				
Academy Rate *	\$45,178	\$45,178	\$45,178	\$45,178
Starting Rate	\$50,198	\$50,198	\$50,198	\$50,198
After 1 Year	\$52,945	\$52,945	\$52,945	\$52,945
After 2 Years	\$59,105	\$59,548	\$60,441	\$60,441
After 3 Years	\$61,386	\$61,846	\$62,774	\$62,774
After 4 Years	\$62,599	\$63,068	\$64,014	\$64,014
After 5 Years	\$66,117	\$66,613	\$67,612	\$68,288
Detective	\$68,483	\$68,997	\$70,032	\$70,732
Ptl./Det. Sergeant	\$72,530	\$73,074	\$74,170	\$74,912
Ptl./Det. Lieutenant	\$79,119	\$79,712	\$80,908	\$81,717

(1) The above Base Wage increases for January 1, 2012, January 1, 2013 and January 1, 2014 shall be applied to the schedule as set forth above, but shall not be implemented and paid until January 1, 2015, at which time all employees shall be paid pursuant to the above schedule. All employees shall continue to be paid pursuant to the Base Wage schedule of January 1, 2011, including any Step movement, through December 31, 2014.

*** ACADEMY RATE**

a. The Academy rate shall equal ninety percent (90%) of the Starting Rate of pay. It shall only be payable to a newly hired Police Officer who at the time of hire does not have current Municipal Police Training Council (MPTC) certification. It shall be paid only for the first (1st) eighteen (18) weeks after that employee's date of hire, regardless of when he/she attends MPTC training. Thereafter, that employee shall be paid the Starting Rate of pay for the remaining thirty-four (34)

weeks of his/her first (1st) year of employment.

Example – If a new employee is hired in April, and will be required to attend MPTC according to New York State Law, he/she shall be paid the Academy rate for his/her first eighteen (18) weeks, and the Starting Rate until his/her anniversary the following April, at which time he/she shall be paid at the After 1 Year rate. The City will send the new employee to MPTC at the time the City desires and according to New York State Law. When he/she attends MPTC he/she will be paid the rate he/she is entitled to according to his/her time of service. While attending MPTC, he/she shall work Monday through Friday with Saturday and Sunday off.

b. An employee hired as a Police Officer who has completed and retains current MPTC certification shall be paid at the Starting Rate of pay for the entire first (1st) year, and not at the Academy rate.

	<u>1/1/12 (1)</u>	<u>1/1/13(1)</u>	<u>1/1/14(1)</u>	<u>1/1/15</u>
<u>Dispatcher</u>				
Starting Rate	\$48,906	\$49,884	\$50,882	\$51,391
After 1 Year	\$49,979	\$50,979	\$51,999	\$52,519
After 2 Years	\$51,051	\$52,072	\$53,113	\$53,644
After 3 Years	\$55,155	\$56,258	\$57,383	\$57,957
	<u>1/1/16</u>	<u>4/1/16</u>	<u>7/1/16</u>	<u>10/1/16</u>
<u>Dispatcher</u>				
Starting Rate	\$51,776	\$52,164	\$52,946	\$52,946
After 1 Year	\$52,913	\$53,310	\$54,110	\$54,110
After 2 Years	\$54,046	\$54,451	\$55,268	\$55,268
After 3 Years	\$58,392	\$58,830	\$59,712	\$59,712
After 5 Years				\$60,309*
	<u>1/1/12 (1)</u>	<u>1/1/13(1)</u>	<u>1/1/14(1)</u>	<u>1/1/15</u>
<u>Senior Typist</u>				
Starting Rate	\$42,834	\$43,691	\$44,565	\$45,011
After 1 Year	\$43,909	\$44,787	\$45,683	\$46,140
After 2 Years	\$44,987	\$45,887	\$46,805	\$47,273
After 3 Years	\$46,362	\$47,289	\$48,235	\$48,717
	<u>1/1/16</u>	<u>4/1/16</u>	<u>7/1/16</u>	<u>10/1/16</u>
<u>Senior Typist</u>				
Starting Rate	\$45,349	\$45,689	\$46,374	\$46,374
After 1 Year	\$46,486	\$46,835	\$47,538	\$47,538
After 2 Years	\$47,628	\$47,985	\$48,705	\$48,705
After 3 Years	\$49,082	\$49,450	\$50,192	\$50,192
After 5 Years				\$50,694*

(1) The above Base Wage increases for January 1, 2012, January 1, 2013 and January 1, 2014 shall be applied to the schedule as set forth above, but shall not be implemented and paid until January 1, 2015, at which time all employees shall be paid pursuant to the above schedule. All employees shall continue to be paid pursuant to the Base Wage schedule of January 1, 2011, including any Step movement, through December 31, 2014.

***The new After 5 Years Base Wage represents 1.0% over and above the After 3 Years Base Wage as of October 1, 2016.**

SCHEDULE "B"

MEAL ALLOWANCE REIMBURSEMENT

	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>
Breakfast	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
Lunch	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
Dinner	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50

SCHEDULE "C"

CITY OF KINGSTON POLICE DEPARTMENT

GENERAL MUNICIPAL LAW SECTION 207-c

APPLICATION

1. _____
Name of Officer
2. _____
Address to which correspondence concerning application should be directed.
3. _____ 4. _____
Telephone Number Age
5. _____
Name of Supervisor
6. _____
Current Job Title
7. _____
Occupation at Time of Injury/Illness
8. _____
Length of Employment
9. _____ 10. _____ 11. _____
Date of Incident Day of Week Time
12. (a) _____
Name of witness(es) and address(es) (if available)
(b) _____
(c) _____
13. (a) _____
Names of co-employees at the incident site
(b) _____
(c) _____

14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) _____

15. Where did the incident occur? Specify. _____

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

17. When was the incident first reported? _____
To Whom? _____ Time _____
Witness(es) (if any) _____
18. Was first aid or medical treatment authorized? _____
By Whom? _____ Time _____
19. Name and address of attending physician _____

20. Name of Hospital _____
21. State name and address of any other treating physician(s) _____
22. State nature of injury and part or parts of body affected _____

23. The name and address of my representative to whom a copy of any decision concerning the application should be sent: _____

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

(Signature of Applicant if other than Injured Officer)

(Date)

Application Received By:

(Signature of Person Authorized to Receive Application)

(Date)

Date of Report

_____, New York

Signature of Injured Officer

SCHEDULE "C"

MEDICAL RELEASE FORM

CITY OF KINGSTON POLICE DEPARTMENT

TO: _____

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE CITY OF KINGSTON POLICE DEPARTMENT, OR ITS AUTHORIZED REPRESENTATIVES, INFORMATION INCLUDING ANY AND ALL MEDICAL BILLING INFORMATION WHICH MAY BE REQUESTED REGARDING THE INJURY OR ILLNESS (PAST HISTORY AND PRESENT HISTORY RELATED TO THE REFERENCED INJURED BODY PART OR TO THE REFERENCED ILLNESS) FOR WHICH I SEEK BENEFITS PURSUANT TO GENERAL MUNICIPAL LAW SECTION 207-c.

_____	_____
Date of Occurrence	Signature of Applicant
_____	_____
Injury or Illness Claimed	Printed Name of Applicant
_____	_____
	Date

APPENDIX "A"

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, _____, hereby request a decline and waiver of health insurance provided by the City for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of City health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: _____

Coverage provided by or through: _____
(Name of organization or Employer)

Subscriber Number: _____

Attached to this form is a copy of the identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for City provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form "Request to Resume Health Insurance Coverage" to re-establish City provided health insurance coverage and that the effective date for resumption of City provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the City as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.
3. I understand and agree that I will be compensated by the City for my waiver of health insurance coverage in accordance with the applicable terms of this Agreement.
4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the City to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the City the necessary form to re-establish the health insurance coverage provided by the City in accordance with the requirements of the City's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the

City's health insurance carrier. Upon resumption of my health insurance coverage through the City, the compensation I have received in connection with the waiver of health insurance coverage shall cease, in accordance with the terms of this Agreement.

Employee Signature _____ Print Name _____

Date: _____

City of Kingston Agent _____ Print Name _____

Date: _____

cc: President, City of Kingston PBA

APPENDIX "B"

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, _____, hereby request to re-establish City provided health insurance which I had previously received from the City. I have attached a completed New York State Health Insurance Transaction Form, which is required by the health insurance carrier.
2. I understand and agree that the effective date for resumption of City provided health insurance coverage is subject to and conditioned on the requirements of the City's health insurance carrier.
3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of City provided health insurance coverage in accordance with the applicable terms of this Agreement.

Employee Signature _____ Print Name _____

Date: _____

Accepted For The City of Kingston:

City of Kingston Agent _____ Print Name _____

Date: _____

cc: President, City of Kingston PBA