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AGREEMENT

by and between the

**CITY OF
POUGHKEEPSIE**

and

**CSEA Local 1000 AFSCME,
AFL-CIO**

Since 1910



New York's LEADING Union

City of Poughkeepsie Unit #6652
Dutchess County Local 814

January 1, 2012 - December 31, 2017

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THIS AGREEMENT is made effective as of January 1, 2012 by and between the **CITY OF POUGHKEEPSIE** (hereinafter referred to as the "**CITY**") and **CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**, with its headquarters at 143 Washington Avenue, Albany, New York 12210, **City of Poughkeepsie Unit, Dutchess County Local #814** (hereinafter referred to as the "**UNION**").

WITNESSETH:

WHEREAS, the **UNION** has been designated and selected by a majority of the employees in the unit hereafter described for the purpose of collective bargaining in regard to hours of work, wages and working conditions and the settlement of grievances; and

WHEREAS, it is the desire of both parties to this Agreement to negotiate collectively with regard to hours of work, wages and working conditions in order to (a) promote harmonious and cooperative relationships between government and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interests of the employees, (d) to promote fair and reasonable working conditions, and (e) to provide a basis of the adjustment of matters of mutual interests by means of amicable discussion.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereby to as follows:

ARTICLE I
RECOGNITION

SECTION 1. Pursuant to Section 207 of Article 14 of the New York State Civil Service Law (also known as the Public Employees' Fair Employment Act), the **CITY** hereby recognizes the **UNION** as the sole and exclusive representative for the employees of the unit as defined herein for the purpose of collective negotiations with respect to wages, hours and other working conditions and with respect to the administration of grievances arising under this Agreement.

ARTICLE II **REPRESENTATION**

SECTION 1 Pursuant to Section 207 of the New York State Civil Service Law, the **CITY** agrees that the **UNION** shall have unchallenged representation status for the maximum period permitted by law.

SECTION 2 Except as set forth in Section 3 below, this Agreement shall apply to the employees of the **CITY** of Poughkeepsie, New York (hereinafter deemed included in the term "**CITY**") holding a position by appointment or employment in the service of the **CITY** in the titles set forth in Appendix A-4 annexed hereto.

SECTION 3 This Agreement shall apply to part-time employees who are employed on a regularly scheduled twelve (12) month basis of, no less than twenty (20) hours per week, and employees in the position of school crossing guard. This Agreement shall not apply to seasonal employees or temporary workers.

SECTION 4 Anything herein contained to the contrary notwithstanding, this Agreement shall apply to employees hired under any government program, of a duration of one (1) year or more, which is implemented in and by the **CITY**, provided that:

1. said right of representation shall cease upon termination of the program;
2. employees of such programs shall not be prohibited from representation under any other agreement; and
3. employees of such programs meet the requirements of all other applicable federal, state and local laws.

SECTION 5 Employees of programs described in Section 4 of this Article shall, upon termination of said programs, receive preferential status in regard to employment in any vacant permanent **CITY** position, provided that the employee meets all other requirements for that position.

ARTICLE III **EMPLOYEE ORGANIZATION RIGHTS**

SECTION 1 Exclusive negotiations with the **UNION**. During the term of this Agreement, the **CITY** will not negotiate with any other employee organization in reference to terms and conditions of employment of employees covered by this Agreement, subject to Article 14 of the Civil Service Law.

SECTION 2 Payroll Deduction. The **CITY** agrees to deduct from the wages of the employees and remit to the **UNION**, 143 Washington Avenue, Albany New York, regular membership dues for those employees who sign authorizations permitting such payroll deduction. The **CITY** also agrees to deduct from the payroll union sponsored insurance and benefit program premiums as may be authorized by the employees who agree to enroll in the programs available from the **UNION** as fringe benefits or membership. The **CITY** further agrees that an "Agency Shop" fee equal to the amount of dues paid by the **UNION** members shall be deducted from those individuals choosing not to become **UNION** members. This amount shall be forwarded by separate check to the **UNION** on the same basis as dues.

SECTION 3 The **CITY** recognizes the right of the employees to designate through election or by appointment of elected officers, representatives of the **UNION**, including field staff representatives of the association, to appear on their behalf to discuss salaries, working conditions of this Agreement and other terms and conditions of employment and to visit employees during scheduled or regular working hours subject to reasonable limitations, as set forth in this Article.

A. The **CITY** shall perform its obligation under this Agreement in a fair and impartial manner and shall not discriminate against any employee for reasons of sex, race, color, creed, national origin, religion, marital status, or disability.

B. The **UNION** shall have the right to post notices and other communications with regard to association business on bulletin boards located within the immediate work areas of **UNION** members. For **Union** members who are not employed in stationary areas, bulletin board space shall be provided in each locker area, at each time clock, and within assigned break rooms.

C. The **UNION** and its representatives shall have access to the premises of the **CITY** for the purpose of transacting any necessary **CITY/UNION** business, subject to the approval of the **City** Administrator or his designee.

D. Officers of the **UNION** shall be granted necessary time to carry on official **UNION** business within reasonable limitations.

E. The **UNION** will forward a list containing the name of elected officers, committee members and six (6) shop stewards to the City Administrator. The City Administrator will also be advised of any and all changes in the local **UNION** administration.

F. **UNION** officers will be allowed to attend to Association matters and at least two (2) such officers shall be allowed to attend state and county conferences without loss of pay or leave. However, a maximum of fifteen (15) man-days per year will be allowed.

G. A committee shall be established and comprised of bargaining unit representatives and **CITY** representatives which shall discuss and suggest alternatives to layoffs in the event layoffs are to occur. Said committee shall be advisory only with no power to negotiate the issue of layoffs.

H. A joint Labor-Management Committee will be created to discuss issues of concern to the **UNION** and the **CITY**, including the possibility of changing the existing grade scale.

ARTICLE IV **MANAGEMENT RIGHTS**

SECTION 1 The **CITY** retains the right to manage its business affairs and services to direct the working force, including, but not limited to, the right to decide the number and location of rendered, the control of the buildings, real estate materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services, to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement, to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge employees for cause; to hire, layoff, assign, promote and determine qualifications of employees; to determine the starting and quitting time and the number of hours to be worked.

SECTION 2 All rights of the **CITY** under this Agreement are subject to such regulations governing the exercise of said rights as are expressly provided in this Agreement or provided in Article 14 of the Civil Service Law of the State of New York or other relevant statutes.

SECTION 3 The rights of the **CITY** listed above are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in the **CITY**. Any and all rights, powers and authority the **CITY** had prior to entering this Agreement are retained by the **CITY**, except as expressly and specifically abridged, granted or modified by this Agreement.

SECTION 4 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any **CITY** official or in any way reducing or abridging such authority, but this Agreement shall be construed as requiring said **CITY** officials to follow the procedures and policies herein described to the extent they are applicable, in the exercise of the authority upon them by law.

ARTICLE V
NO STRIKE PROVISION

SECTION 1 Pursuant to Section 207(3) of Article 14 of the New York State Civil Service Law, the **UNION** hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike. According to said Article 14 of the New York State Civil Service Law, the definition of a strike includes any concerted work stoppage or work slowdown.

SECTION 2 Nothing in this Agreement shall be construed to limit the rights, remedies or duties of the **CITY**, or the rights, remedies or duties of the **UNION** or employees under State Law.

ARTICLE VI
WORKING CONDITIONS

SECTION 1 The following items of travel expense shall be allowed to all employees represented by the **UNION**:

- a. Employees will be allowed to attend conferences and meetings pertinent to their individual duties with the **CITY**. However, authorization to travel under these conditions must be by request to the City Administrator at least two (2) weeks before leaving for the conference or meeting and then only on the City Administrator's approval. The time necessary to travel to attend the session and return to duty will be with pay. Expenditures must be within budgetary allowance. Expenditures approved by the **CITY** while attending such conferences or meetings will be round trip to and from the location of the conference, with mileage at the amount set forth in paragraph (b) of this Section, taxicab fares, tolls, meals, as set forth in paragraph (e) of this Section, hotel bills (only on submission of receipt bill), tips and registration. Expenditures must be submitted on approved vouchers available at the Department of Finance. When members of an employee's family travel with them, the **CITY** will pay only the employee's share of the cost.

- b. A mileage allowance equal to the mileage allowance determine from time to time by the Internal Revenue Service will be paid when an employee uses his or her personal vehicle for authorized travel to and from conferences or for job purposes.
- c. An overtime meal allowance of six dollars (\$6.00) for all employees who are required by the **CITY** to work any amount of overtime in excess of four (4) consecutive, uninterrupted hours. The meal allowance will be increased to eight dollars (\$8.00) effective January 1, 2006.
- d. With respect to automobile insurance, an employee who uses his/her personal car for job purposes shall be reimbursed by the **CITY** in an amount not to exceed Fifty Dollars (\$50.00) for the additional cost of said insurance necessitated by such business use upon the presentation by the employee of an itemized receipted bill from his/her insurance carrier.
- e. Reimbursement for meals while on authorized **CITY** travel requires a written receipt and is subject to the following limitations: \$8.00 maximum for Breakfast; \$12.00 maximum for Lunch; and \$21.00 maximum for Dinner.

SECTION 2 The following items shall be provided with respect to job security:

- a. Uniform wage for all employees similarly classified.
- b. Each employee will receive a copy of any document which is made a part of his/her personnel folder. Employees shall have access, upon reasonable notice, to their personnel file and, further, shall have the right to reply to any material in the file. After material has been in an employee's file for one year, an employee may formally request removal of said material. Additionally, the **CITY** may review all personnel files each year with the decision as to what is to be removed remaining solely with the **CITY**. No material older than three (3) years may be used in a disciplinary action, nor shall any actions which were the basis for a prior disciplinary action be used in a new disciplinary action, except that nothing herein shall prevent the findings and penalty from being used for progressive discipline purposes.
- c. No employee classification is to be changed without prior notice to and consultation with said employee and notification to Unit President or designee. The **CITY** agrees that there shall be no change in the salary grade of job titles of the employees in the bargaining unit unless also agreed to in writing by the **UNION** president. If the title of an unencumbered position is being changed, the **CITY** will consult with the **UNION** President or designee

before making the change. This clause shall not be interpreted to relate to title change and concomitant grade changes pursuant to a reclassification survey conducted by the Dutchess County Department of Civil Service.

d. Notice of Civil Service exams shall be conspicuously posted.

e. If any title or position is abolished by the **CITY**, the employee so affected will be given first consideration for appointment to a comparable position in **CITY** service.

f. All vacancies in **CITY** jobs are to be posted in all appropriate **CITY** departments so that qualified **CITY** employees may have the opportunity to apply for same. Each vacancy shall be posted for a minimum of ten (10) working days. The **CITY** agrees that seniority shall be a prime factor for filling the vacancies pursuant to this subsection.

g. The **CITY** shall review every six (6) months the status of temporary employment and shall make a diligent effort to provide permanent status wherever possible.

h. Every original appointment to a position in the non-competitive, competitive or labor class shall be for a probationary term of not less than eight (8) nor more than twenty-six (26) weeks.

i. Layoffs: All other factors being equal, based on Management's right to determine employee work performance, all layoffs for non-competitive and labor class employees will be inverse order of seniority. All other factors again being equal, recalls to work shall be in order of seniority with the notice of recall being sent to an employee's last known address. Employees shall retain their right for recall for four (4) years after layoff. All competitive class layoffs will be accomplished as above except that seniority shall be the sole and determining factor in the order of layoffs and recall.

j. The layoff unit and the work assignment unit shall be all within City Hall for employees working within City Hall and all employees within the Department of Public Works for those employees working within the Department of Public Works. A determination of seniority for layoff purposes shall be made within the layoff unit. Work assignments, subject to job titles, shall be made anywhere within the work assignment unit. The **CITY** reserves the right, as a management right, and for purposes of efficiency or convenience, to change, from time to time, the work assignment, within job titles, within the work assignment unit.

SECTION 3 The **CITY** shall provide free parking spaces in the City Hall Parking Garage to employees during working hours.

SECTION 4 For the purpose of accumulation only, all leave specified in Article XI, XII, XIV and XVI shall be computed on the basis of normal hours of work per week divided by five (5). The parties further agree the **CITY** shall have the right to reopen negotiations with respect to this method of leave time accumulation during the life of this Agreement.

SECTION 5 The **UNION** and the **CITY** agree to establish an evaluation program and that both parties to discuss the implementation and impact to the employees within the Labor/Management Committee.

SECTION 6 A Joint Safety and Health Committee is hereby established. The Joint Safety and Health Committee will consist of six members, three designated by the **CITY** and three designated by the **UNION**. The Joint Health and Safety Committee will meet regularly on a quarterly basis commencing in the first full calendar quarter after the execution of the Agreement. The regular meetings will be held on the third Wednesday of January, April, July and November at a time and location to be agreed upon by the parties. Either party may call additional meetings upon seven business days' written notice, which notice shall include the agenda for the meeting. The committee is advisory only. The recommendations of the committee shall be provided to the City Administrator.

SECTION 7 Out of title work occurs when an employee is assigned by the department head to perform the duties of a higher title. An employee working out-of-title must receive prior written approval from their respective Department Head. Out of title work will be compensated at the rate of the higher title from the first day it is so assigned, however, the employee will be compensated at the higher rate only for time actually worked, and not for benefit time. To be eligible for an out of title assignment and pay, an employee must meet the minimum qualifications of the higher title. The following factors, in order, will be used to determine which of those eligible will be assigned out of title pay:

1. Experience
2. Documented job performance
3. Seniority

An employee who agrees to the assigned out of title duties will perform all duties and responsibilities of higher title. This section does not apply when employees perform duties of higher titles as specifically permitted in their job duty statement.

SECTION 8 All employees, regardless of where they reside, shall have the same benefits afforded to **CITY** residents with respect to use of the **CITY** transfer station and the disposal of bulk items. In the event the **CITY** provides for curbside pick-up of bulk items, household garbage or construction and demolition debris for a fee, the curbside pick-up fee will not be charged to non-resident employees using the transfer station.

ARTICLE VII
COMPENSATION

SECTION 1 The salary schedule in effect December 31, 2011 (Appendix "A-3" in the contract that expired on December 31, 2011) shall be increased by zero (0%) percent across the board effective January 1, 2012 (Appendix "A-1").

SECTION 2 The salary schedule in effect December 31, 2012 shall be increased by one (1%) percent across the board effective January 1, 2013 (Appendix "A-1").

SECTION 3 The salary schedule in effect December 31, 2013 shall be increased by one (1%) percent across the board effective January 1, 2014 (Appendix "A-1").

SECTION 4 The salary schedule in effect December 31, 2014 shall be increased by one and one-quarter (1.25%) percent across the board effective January 1, 2015 (Appendix "A-1").

The salary schedule in effect December 31, 2015 shall be increased by three (3%) percent across the board effective January 1, 2016 (Appendix "A-1").

The salary schedule in effect December 31, 2016 shall be increased by three (3%) percent across the board effective January 1, 2017 (Appendix "A-1").

SECTION 5 There will be no retroactive payments made to any member under the terms of this contract.

SECTION 6 Salaries for each of the four (4) years set forth above in Sections 1, 2, 3, 4 shall be paid in accordance with the salary schedule of the **CITY**, which is annexed hereto and marked Appendix "A-1".

SECTION 7 All new hires shall be paid a salary ten percent (10%) below Step 1 as set forth in Appendix "A-1" for a period of six (6) months from date of hire. Said employees shall then be moved to Step 1 of the salary schedule for a period of one (1) calendar year. Thereafter, said employees shall be moved to Step 2. However, the **CITY** may, in its discretion, place a newly hired employee at up to Step 2 of the salary schedule when hired. Employees hired on Step 1 shall be moved to Step 2 after a period of one (1) calendar year.

SECTION 8 All members of the **UNION** who are required to work during the second shift and third shift shall be paid a "shift differential" of \$0.625 per hour.

SECTION 9 The **CITY** shall replace tools owned by an employee that are broken or worn out due to authorized use on **CITY** business; provided that old tools are turned in.

SECTION 10 Employees shall be paid bi-weekly.

SECTION 11 Annexed hereto as Appendix "A-2" is a listing of all titles in the **UNION** with the assigned salary grade.

SECTION 12 Spanish-Speaking Stipend – Certain employees who regularly speak Spanish in the performance of their job shall be entitled to receive an annual stipend of two thousand dollars (\$2,000.00). In order to be eligible for the stipend, the employee must pass a test to be administered by the **CITY** or its agent. The employee titles that shall be eligible for receipt of the stipend shall be subject to agreement between the **CITY** and the **UNION**.

ARTICLE VIII **LONGEVITY**

SECTION 1 Employees who have been in continuous full time employment with the **CITY** and have completed five (5), ten (10), fifteen (15), twenty (20) and twenty-five (25) years respectively, shall be entitled to longevity increases as shown in Appendix "A-1".

SECTION 2 Longevity shall be effective following the employee's anniversary date.

ARTICLE IX
WORKDAY – WORKWEEK

SECTION 1 City Hall Employees: The workday for City Hall employees shall consist of seven (7) hours per day, from 8:30 a.m. until 4:30 p.m., with one (1) hour for lunch. The workweek for City Hall employees shall consist of five (5) days, Monday through Friday.

SECTION 2 Engineering Department: The workweek for the Engineering Department employees shall consist of seven (7) hours per day, from 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch. The workweek for Engineering Department employees shall consist of five (5) days, Monday through Friday.

SECTION 3 Sewer Department: Employees shall work three (3) shifts as follows:

8:00 a.m.	4:00 p.m.
4:00 p.m.	12:00 midnight
12:00 midnight	8:00 a.m.

Thirty (30) minutes is allowed for lunch. Shifts are rotated on a seven (7) day basis. Schedules indicating such forty (40) hour shifts will be provided to Sewer Department employees.

SECTION 4 Public Works Department: Employees shall work shifts as follows, unless otherwise specified by the Department to meet the needs of the Department: Where such schedule consists of more than one shift, the Commissioner of Public Works, at his sole discretion, shall determine the number of employees that will be assigned to each shift. The shifts shall be filled, first by volunteers, if there are not enough volunteers to fill each shift, the shifts shall then be filled based on reverse seniority.

Administration:

Shift A: Monday – Friday	7:30 am – 4:00 pm
Shift B: Monday – Friday	4:00 pm – 12:30 am

Streets:

Shift A: Monday – Friday	7:30 am – 4:00 pm
Shift B: Monday – Friday	4:00 pm – 12:30 am

Garage:

Shift A: Monday – Friday	7:30 am – 4:00 pm
Shift B: Tuesday – Saturday	7:30 am – 4:00 pm*

*Shift B shall only be filled by volunteers or employees hired after the date of this contract

Sewer and Water
Repair:

Shift A: Monday – Friday	7:30 am – 4:00 pm
Shift B: Monday – Friday	4:00 pm – 12:30 am

Trees:

Shift A: Monday – Friday	7:30 am – 4:00 pm
Shift B: Monday – Friday	4:00 pm – 12:30 am

Buildings:

Shift A: Monday – Friday	7:30 am – 4:00 pm
Shift B: Monday – Friday	4:00 pm – 12:30 am

Flusher and
Street Cleaning:

Shift A: Monday – Friday	7:30 am – 4:00 pm
Shift B: Tuesday – Saturday	7:30 am – 4:00 pm*
Shift C: Wednesday – Sunday	7:30 am – 4:00 pm*

* Shift B and Shift C shall only be filled by volunteers or employees hired after the date of this contract.

Sanitation:	Shift A: Monday – Friday	6:00 am – 2:30 pm
	Shift B: Tuesday – Saturday	6:00 am – 2:30 pm

Sanitation employees shall be entitled to a thirty (30) minute uninterrupted lunch, at a time to be determined by Commissioner of Public Works or his designee.

Recreation:	Shift A: Monday – Friday	7:30 am – 4:00 pm
	Shift B: Monday – Friday	4:00 pm – 12:30 am*
	Shift C: Tuesday – Saturday	7:30 am – 4:00 pm*

*Shift B and Shift C shall only be filled by volunteers or employees hired after the date of this contract.

Recreational employees shall be entitled to a thirty (30) minute uninterrupted lunch, at a time to be determined by the Commissioner of Public Works or his designee.

SECTION 6 (1) Bus Department: Bus Drivers, who shall punch in on time clocks, shall work the following shifts:

6:00 a.m.	12:40 p.m.
12:20 p.m.	7:00 p.m.

(2) The Transit Department shall have the right to mandate overtime and require employees to work certain holidays at the discretion of the Department. Employees working holidays shall be paid for the holiday plus time and one-half for time worked.

SECTION 7 Parking Department employees will generally work a five day, 40 hour week. The Parking Department has the right to revise workweek schedules to meet the needs of the Department in the sole discretion of the Department.

SECTION 8 Police Department

Public Safety Dispatchers

(1) There shall be three permanent shifts, with the actual hours worked to be as follows:

Shifts: 8:00 a.m. – 4:00 p.m.
Actual hours worked: 7:30 a.m. – 3:30 p.m.

Shifts: 4:00 p.m. – 12:00 p.m.
Actual hours worked: 3:30 p.m. – 11:30 p.m.

Shift: 12:00 p.m. – 8:00 a.m.
Actual hours worked: 11:30 p.m. – 7:30 a.m.

Notwithstanding the above, each dispatcher will remain on site for as long as required (but in no case longer than 15 minutes) after the completion of the hours worked described above, in order to exchange any necessary information with his/her replacement on the next shift. Dispatchers will not receive any additional compensation for such period.

Bidding for shift assignment shall occur once each year, in December, to be effective January of the following year for the entire year. Choice of shifts shall be by seniority from date of permanent appointment to a position of police assistant or fire dispatcher with the **CITY**. However, the Chief of Police or his designee may have the sole discretion, upon thirty (30) days' notice, to reassign an employee to meet the needs of the department. If such reassignment is to occur, the employee reassigned will be based first on a volunteer basis by seniority. If there are no volunteers the reassignment will be based on reverse seniority.

(2) The work year for permanent shifts shall consist of 243 days. There shall be rotating work schedule as follows:

- 5 days worked, 2 days off
- 5 days worked, 3 days off
- 5 days worked, 2 days off

(3) Dispatchers shall receive no additional compensation for 20 hours of training per year. The training hours shall be utilized solely for training and shall be scheduled in four (4) hour minimum blocks and on an employee's day off or during a non-scheduled tour of duty. Specific training sessions to attend shall be assigned to each police assistant. Failure to attend a required training session, without a supervisor's written consent, shall result in the loss of one-half (1/2) vacation day.

Det. Police Asst.	8:00 a.m. (Monday – Friday)	4:00 p.m.
Record Police Asst.	8:30 a.m. (Monday – Friday)	4:30 p.m.

At the discretion of the Chief or his designee, the above schedule can be assigned between the hours of 8:00 am – 5:00 pm.

(4) Public Safety Dispatchers must receive the prior written approval of the Chief of Police for any outside employment. The Chief of Police may implement reasonable standards and policies to insure that such outside employment does not affect their employment as a Public Safety Dispatcher.

School Crossing Guards Work hours to coincide with hours students are arriving and departing from each individual school to which the employee is assigned.

The Police Department has the right to revise the above work schedule to meet the needs of the Department.

SECTION 10 All employees of the **CITY** will be allowed a ten (10) minute coffee break before their assigned lunch and a ten (10) minute coffee break after their assigned lunch period. The coffee break will be assigned by the Department Head and if the privilege to the coffee break from the abused by the employee, the Department Head may remove the right to coffee break from the abuser.

SECTION 11 All lunch periods will be assigned by the Department Head at his/her discretion.

SECTION 12 **CITY** maintains the right to schedule additional shifts to meet the requirements of the **CITY** but agrees that no arbitrary shift change shall occur in order to avoid overtime.

ARTICLE X **OVERTIME AND COMPENSATORY TIME**

SECTION 1 Employees shall be paid for overtime at time and one-half (1½) of their regular hourly rate. Overtime shall be interpreted as anything in excess of eight (8) hours per day or forty (40) hour per week except those employees who are regularly scheduled on a ten (10) hour day. For said ten (10) hour shifts, overtime will be interpreted as anything over ten (10) hours per day or forty (40) hour per week. Those persons whose schedule calls for a thirty-five (35) hour week shall receive compensatory time or straight time pay for the first five (5) hours in excess of thirty-five (35) hours and shall be paid at time and one-half (1½) hours of regular salary in excess of forty (40) hours per week. Authorized leave days, and/or holidays constitute a day worked in calculating overtime. The provisions of Article XI, Section 4 shall apply to overtime worked on holidays by employees of the Department of Public Works.

SECTION 2 Employees on salary basis who are required to work overtime and are not paid for this overtime, will be permitted to take compensatory time off equivalent to the overtime worked. However, the employee must advise his/her Department Head of the intent to work the overtime and the reason necessitating such overtime; and such overtime shall be approved by the Department Head. The Department Head may request this overtime and will allow the employee to take equivalent amounts of time off, convenient to the efficient operation of the department. This time must be taken within one year of the accrual of this time.

SECTION 3 The **CITY** agrees that employees represented by the **UNION** shall not be called out for additional duty for a period of less than four (4) hours for which they will be paid at the overtime rate or for which they will receive compensatory time. This benefit is not applicable to a hold-over or early report situation.

SECTION 4 The Transit Department has the right to mandate overtime and require employees to work on holidays. Employees working on holidays shall be paid for the holiday plus time and one-half for time worked.

SECTION 5 The parties agree that there shall be five classifications of overtime in the Department of Public Works, which shall be defined and governed by the subsections set forth below scheduled overtime; continuation overtime; emergency call back; snow overtime; and leaf overtime.

a) Scheduled overtime. Scheduled overtime is overtime that can be scheduled by the **CITY** in advance of the event. If the recruitment for scheduled overtime occurs during non-working hours, it shall be governed by Subsection a(i) below. If recruitment for scheduled overtime occurs during regular working hours, it shall be governed by Subsection a(ii) below.

(i) When scheduled overtime work requires the work of specific division or divisions in the Department of Public Works, employees of those divisions will be called in to fill required positions for such overtime work. All such intra-division overtime will be dispensed on a rotating basis by seniority within the division. When it is necessary to require scheduled overtime inter-divisionally, such overtime shall be awarded on a rotating basis on the basis of a Department of Public Works seniority list, awarding such overtime to the most senior qualified employee, consistent with the language set forth in Article XXIV, Section 4 of this Agreement that "seniority from the date of employment in the department shall be considered by the department head in the allocation of overtime on a rotating basis."

(ii) When the recruitment for scheduled overtime occurs in a division during regular working hours, any qualified employee not on duty and not on sick leave, funeral leave, nor worker's compensation leave shall be considered to perform such overtime. The division rotating overtime list shall be used to allocate such overtime, and the **CITY** will use its best efforts to locate the employees next on the list. Furthermore, such overtime shall be recorded on the division's rotating overtime list.

(iii) A posting of the department-wide overtime list shall be done at a mutually agreeable location at the Public works compound. The list shall be updated as overtime work is assigned and performed inter-divisionally. For pre-scheduled overtime, such as for special events, the overtime assignments shall be made and posted within 48 hour or a reasonable period of time of learning of

the need for overtime, excluding weekends and holidays. The posting requirements set forth in this paragraph are intended to provide the parties with the opportunity to discuss the scheduled overtime.

b) Continuation overtime. Continuation overtime occurs when employees who are working on a task or job are directed to remain at work at the end of a shift to complete the task or job when such overtime is unforeseen. Continuation overtime shall be allocated based on the needs of the **CITY**. The division's rotating list shall not be used to allocate such overtime, but such overtime shall be recorded on the division's rotating overtime list. Section 3 of Article X shall not apply to continuation overtime.

c) Emergency call back overtime. Emergency call back overtime, which is defined in Section 3 of Article X, occurs when an employee is directed to return to work during non-working hours because of an unforeseen event. The rotating overtime list shall not be used to allocate emergency call back overtime, nor shall such overtime be recorded on the division's rotating list. Emergency call back overtime may be allocated among qualified employees on a monthly or other periodic basis.

d) Snow overtime. Snow overtime shall be allocated as set forth in this subsection. Employees of the Departments of Public Works and Recreation with Commercial Drivers Licenses (CDL) will be solicited to volunteer for snow removal overtime in October of each year. Employees will be notified to sign up for overtime through postings in each Department and at the time clocks. Notices and forms to be completed and submitted to the Commissioner of Public Works shall be given to each employee with a CDL with their time cards. By October 29th of each year, the form to volunteer for the overtime must be submitted to the Commissioner of Public Works (or any person designated by the Commissioner to undertake his responsibilities hereunder). Any employee who submits the completed form after that date, regardless of his/her date of seniority with the **CITY**, shall be placed solely on the alternate list for overtime call-out unless a sufficient number of employees have not volunteered for the main call-out list(s). A meeting will be held by October 29th of each year, to which attendance of those employees desirous of performing snow overtime is mandatory. Only those employees whose absence is approved by the Commissioner of Public Works will be considered for assignment of snow overtime. All employees attending the meeting must sign the attendance sheet at the meeting. In addition, any training meetings for employees are mandatory and absence without approval by the Commissioner will result in removal from the overtime list. It shall be within the sole discretion of the **CITY** to determine the number of main call-out team(s), number of employees assigned to each team(s) and the job assignment. Notwithstanding anything herein to the contrary, and in recognition of the excellent job performance of the members of

the 2000-2001 snow teams and alternates, the employees on said lists shall have first option to the snow teams as long as they sign up each year and work 70% of the time. The employees chosen to staff the main team(s), from those who volunteered, shall be chosen by the **CITY** based upon the following factors: availability of employee for overtime as evidenced on his/her overtime volunteer form, whether snow plowing is in the employee's regular job duties and seniority with the **CITY** in any and all titles that require/allow snow plowing. The **CITY** shall have the sole discretion to choose the leader(s) of team(s) formed for snow removal. Assignment of employees to equipment, sections for snow removal and routes shall also be within the sole discretion of the **CITY**. There shall be one list of alternates, who shall be called out by seniority on a rotating basis. If snow removal is being handled by two teams/shifts, alternates will be called in to fill in for team members unable to report for duty before an employee from the other team is called in. If snow removal teams are utilized, the teams shall work schedules established by the **CITY** and posted by the **CITY** by November 15th of each year. No team will be called in two work with less than two and one-half hours remaining on the shift. Snow overtime is not recorded on any rotating list.

e). Leaf overtime. The parties agree that overtime for the collection of leaves from **CITY** parks and streets during leaf pick up season shall be rotated amongst employees of the Department of Public Works and the Recreation Department according to a joint seniority list to be maintained by the Superintendent of Public Works in consultation with the Recreation Superintendent.

SECTION 6

a) There will be a minimum of two (2) Public Safety Dispatchers on each shift. Senior Public Safety Dispatchers count toward the minimum staffing requirement.

b) Overtime will be offered on a rotating basis by seniority, first to Public Safety Dispatchers and Senior Public Safety Dispatchers, based upon seniority from the date of permanent appointment to the position of Police Assistant, Fire Alarm Dispatcher or Public Safety Dispatcher with the **CITY**. If no Public Safety Dispatchers or Senior Public Safety Dispatchers are available for overtime, then other qualified CSEA members will be offered the overtime, based upon seniority with the **CITY**, on a rotating basis. The **CITY** is not required to train any CSEA member who does not have prior experience dispatching police personnel. Training of such personnel who meet qualifications, as determined by the **CITY**, shall be offered at the **CITY's** option.

c) If Public Safety Dispatchers call in or do not report for a shift or overtime and this results in fewer than two (2) Public Safety Dispatchers working a shift, the **CITY** will attempt to fill the position through the procedure set forth in

paragraph (b). In the event that the **CITY** is unable to find a Public Safety Dispatcher to accept the overtime, the **CITY** has the right to mandate that a Public Safety Dispatcher or Senior Public Safety Dispatcher remain on duty for the next shift, on a rotating inverse seniority basis. The **CITY** shall also have the right to mandate that the Public Safety Dispatcher or Senior Public Safety Dispatcher remain past the end of his/her shift and on duty until relieved, pursuant to inverse seniority, on a rotating basis.

d) If, in the opinion of the **CITY**, a situation exists that requires additional Public Safety Dispatchers, the procedures set forth in paragraphs b and c will be followed, but a volunteer may be accepted, in lieu of following the procedures, without the need for the **CITY** to comply with seniority requirements for offering overtime.

e) A Public Safety Dispatcher mandated to work on Thanksgiving or Christmas under paragraph c hereof will be paid double time.

SECTION 7 Crisis Response Team. The City Administrator may appoint and maintain up to (8) eight emergency employees selected from qualified volunteers from the Department of Public Works and Recreation to staff a Crisis Response Team. Vacancies on the Crisis_Response Team shall be subject to the posting requirements of Article VI Section 2f hereof. Candidates shall be required to submit written applications, on a form devised by the City Administrator, setting forth the qualifications of the applicant. Team members will be required to report when the Mayor or City Administrator declare that a crisis, as defined in Article 2-B of the Executive Law, other than a snow emergency, exists. The Crisis Response Team members shall receive overtime pay for time worked, subject to Article VI, Section 1(c) and Article X, Section 3 hereof, and for training over and above their regular workweek. Existing overtime lists, call-out lists or seniority lists shall not apply to the call out of Crisis Response Team members. Training of team members is at the discretion and expense of the CITY. Attendance at training is required. The CITY will supply special uniforms and equipment to the team members that the team members will be required to wear and use. The CITY Administrator may remove any member from the Crisis Response Team for cause, but such removal shall be in the discretion of the CITY Administrator and not subject to grievance or disciplinary procedures. The CITY Administrator may discontinue the Crisis Response Team at anytime. If additional employees are required as a result of a crisis, existing overtime, call out and seniority lists will be utilized.

ARTICLE XI
HOLIDAYS

SECTION 1 All employees of the **CITY**, represented by the **UNION** shall be granted the following official paid holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas and Good Friday. Employees working less than on a full-time schedule shall be granted the paid holiday if it falls on a regularly scheduled workday.

SECTION 2 If one of the holidays listed in Section 1 of this Article falls on a Sunday the holiday shall be observed on the following Monday. If the holiday falls on a Saturday, the holiday shall be observed on the Friday immediately preceding the holiday.

SECTION 3 If an official holiday falls while an employee is on approved vacation or other leave time, the employee shall be granted the paid holiday and no leave time shall be deducted from the employee's accrued time for said holiday.

SECTION 4 Should CITY require refuse pick-up on a holiday as defined in Article XI, Section 1, the CITY shall solicit volunteers. If four (4) days prior to each holiday there are not, in the opinion of the **CITY**, a sufficient number of employees of the Department of Public Works who have volunteered to work the said holiday, the **CITY** shall have the right to mandate overtime on the holiday for the employees of the Sanitation Division of the Department of Public Works on a rotating inverse seniority basis. Employees who work on the above holidays shall be paid for the holiday

SECTION 5 Public Safety Dispatchers who work a holiday will be paid time and one half for hours worked and will receive a day off that must be taken within one year of the date it is earned. The Dispatcher may also choose to be paid for the in lieu day provided such decision is made within one (1) year from date of accrual. The earned day will be lost if it is not used within the one year period. Scheduling of the day is subject to the needs of the Police Department. Dispatchers who work the actual holiday, and not the observed day, will be compensated for the holiday (ex: Christmas Day falls on Sunday but observed on Monday, the PSD working actual Christmas Day will receive the holiday pay, in lieu of day, etc.)

ARTICLE XII
PERSONAL LEAVE

All full-time employees, including provisional and probationary, will be allowed four (4) days of personal leave in one (1) calendar year, at such time as the employee requests subject to the approval of the Department Head. Unused personal leave time from one (1) year may not be carried over to the next year. However, employees shall be allowed to accumulate one (1) personal leave day each year which shall be added to the employee's accumulated sick leave as of January 1st of the following year. Employees must take this election as of December 31 of each year. Personal leave is allowed to permit employees to attend to personal affairs that cannot be accommodated outside of working hours. Effective January 1, 2016 employees with over ten (10) years of continuous service shall be entitled to five (5) days of personal leave in one (1) calendar year, at such time as the employee requests, subject to the approval of the department head.

ARTICLE XIII
FUNERAL LEAVE

Employees shall be permitted to take five (5) working days funeral leave with pay upon the death of a member of their immediate family. Immediate family shall be defined to include the following: spouse, child, parent, sibling, employee's grandparent, mother-in-law, and father-in-law. Employees shall be permitted to take three (3) working days funeral leave with pay upon the death of a brother-in-law or sister-in-law, stepmother and stepfather. Employees using over five (5) days of leave upon the death of a family member will have additional time deducted from personal leave and vacation leave. One day of personal leave may be used for funeral observance for other family members. Additional personal leave or vacation leave may be utilized for the funeral observance of other family members, subject to approval of the Department Head. Department Heads may delegate two (2) employees from the department to represent the department during the funeral service of one of their fellow employees. All crossing guards shall be permitted to take one (1) working day with pay as funeral leave upon the death of a member of their immediate family, as defined above.

ARTICLE XIV
SICK LEAVE

SECTION 1 Sick leave will be accrued at the rate of one (1) working day per month from January through November, and two (2) days for December, commencing upon appointment in permanent, provisional or probationary employment.

SECTION 2 Employees who are absent due to illness must notify their Department Head not later than one (1) hour of start of the working day, except where shifts are involved, then a minimum of one-half (½) hour prior notice must be given. In the event the employee is unable to personally notify the Department Head (s)he must designate some person to contact the Department Head. In the event the employee fails to notify or to have his/her Department Head notified of his/her reason for absence, that day and all subsequent days of sick leave will be without pay until such time as the employee notifies or causes to have his/her department head notified of his/her inability to report to work due to illness and such reason is accepted by the Department Head. In the event no notification is received from the employee after three (3) working days, the employee goes to the bottom of the seniority list and if no notification is received after the tenth (10th) working day, the employee will be deemed to have resigned and will be removed from the roster.

SECTION 3 Time taken off by an employee as accredited sick leave shall be construed to also cover illness to an immediate family member, i.e., husband, wife, or children. The employee may also elect to use vacation time for this purpose. Notification that the employee will be absent due to family illness and that the vacation day will be substituted is subject to the time constraints of Article XIV Section 2. For example, the employee must state that he is taking leave for family illness and is substituting a vacation day for the sick day at the time he calls in under Article XIV Section 2. For example, the employee must state that he is taking leave for family illness and is substituting a vacation day for the sick day at the time he calls in under Article XIV Section 2. Since family illness is restricted only to certain members of the family, the employee must state the family member who is ill at the time notification is given. The doctor's certificate standards under Article XIV Section 4 apply, but the examination requirements under Article XIV Section 5 do not apply to family illness. For example, if a family member is ill for more than two days, a doctor's certificate will not be required for than illness. If the employer then becomes ill after the family member, a doctor's certificate will not be required unless the employee is on sick leave more than two days. If an employee calls in for leave for a family illness in accordance herewith and elects to substitute a vacation day for a sick day, the employee will not be subject to the Sick Leave Monitoring Plan.

SECTION 4 No doctor's certificate will be required of employees on sick leave for the first two (2) days of sick leave. However, the **CITY** reserves the right to have its delegated physician visit the employee at his/her residence or in a hospital after the first day to verify the employee's incapacitation. A doctor's certificate will be required of an employee on sick leave over two days duration before that employee is permitted to return to work. Such certification shall indicate the nature of the illness and the capability of the employee to resume his/her duties. Department heads shall not permit the employee to resume his/her duties until receipt of this certificate. The certification will be forwarded to the Personnel Department for inclusion in the employee's file. Days lost due to failure to provide a doctor's certificate will be without pay; however, such time will not be charged against sick leave.

SECTION 5 In the event an employee is repeatedly on sick leave for one or two days which does not require a doctor's certificate, the Department Head shall require the employee to have a physical examination to determine his/her physical fitness to perform his/her assigned duties. In the event no such action is taken by the Department Head, the Personnel Department shall require this examination of the employee after duly notifying the Department Head and the City Administrator. If, after the examination, it is determined that the employee has no physical reason for repeated absence, he/she will be advised in writing that continuance of the practice will make him/her liable for discharge. Department heads will deny annual salary increment or longevities for this reason.

SECTION 6 Employees resigning or who are discharged from the service for any reason will not be allowed any portion of sick times accrued.

SECTION 7 Accrual of Sick Leave while on Other Leave:

(a) Leave of Absence: Sick leave will not accrue.

(b) Sick Leave: Sick leave will accrue.

(c) Vacation Leave: Sick leave will accrue while employee is on vacation. However, when employee elects to use vacation leave to augment sick leave, sick leave will not accrue.

(d) Disability Leave: Sick leave will accrue during the first three (3) months, while the employee is under disability time off under Worker's Compensation.

SECTION 8 Employees will receive written notification of accrued sick leave at the beginning of each calendar year.

SECTION 9 All employees represented by the **UNION** shall receive an amount equal to seventy percent (75%) of their accumulated sick leave at termination of employment, provided, however, that an employee shall not be entitled to the benefits of this Section if (s)he has not been regularly and continuously employed for a period of five (5) years prior to termination of employment, and provided further that sick leave will be allowed to be accumulated without limitation; provided, however, that any accumulated days of sick leave exceeding 180 days, will not be included in any computation for payment upon separation, retirement, discharge or otherwise, and provided further that such termination of employment shall not be a result of charges placed against the employee. An employee may elect to apply the sick buy-back as payment toward the employee's retiree health insurance contribution.

SECTION 10 Sick Leave Monitoring System. The **CITY** and the **UNION** agree that the annexed Sick Leave Monitoring System, marked Appendix "B-1", shall be incorporated into and made a part of this Agreement as if fully set forth herein, and shall be in addition to the terms governing sick leave in this Article. The Parties further agree to negotiate changes to the Sick Leave Monitoring System to the effect that the System will be implemented consistently, and only against employees who are abusing the use of sick leave. Specifically, the **UNION** will present revised language for discussion at Labor Management Meetings. The **CITY** agrees to negotiate the changes as expeditiously as possible.

SECTION 11 The Sick Leave Bank as set forth in Appendix "B-2" annexed hereto shall be incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 12 Sick Leave Incentive. A forty (40) hour employee that uses twenty-four (24) or less of sick time or a thirty-five (35) hour employee that uses twenty-one (21) hours or less of sick time shall be entitled to a stipend of five hundred (\$500) dollars payable in a lump sum in the second pay period in February. New employees must complete one full year of employment prior to being entitled to the sick leave incentive.

ARTICLE XV
MISCELLANEOUS LEAVES

SECTION 1 Leave of Absence

(a) A leave of absence without pay may be provided to supplement or in lieu of sick or vacation time after prior written approval by the Department Head and the City Administrator, and in accordance with the Family Medical Leave Act of 1993.

(b) A leave of absence without pay shall be allowed for educational purposes when the courses to be taken pertain to the employee's job subject. Such courses must have prior written approval by the Department Head and the City Administrator.

(c) An employee absent on leave of absence shall accrue no leave time authorized under this Agreement.

SECTION 2 Jury Duty. Employees serving on jury duty will receive their normal rate of pay while on jury duty. However, the employee must notify his/her Department Head in writing and provide a copy of the notice for jury duty at least five (5) working days prior to the first day jury duty is scheduled to begin in order that the normal routine of the department will not be affected.

SECTION 3 Military Leave

(a) Military leave will be granted with pay to employees in accordance with federal and state law. Pay will not be granted unless certified military orders are presented to the Department Head which should be submitted five (5) working days prior to the first day of military leave or on the date the orders are received, whichever is later. No pay advances will be made.

(b) Operation Enduring Freedom. The provisions for military leave during Operation Enduring Freedom are set forth in Appendix "B-3" of this Agreement.

ARTICLE XVI
VACATION

SECTION 1 All employees hired prior to January 1, 1991, shall be entitled to vacation as follows:

- a) Two (2) full weeks of vacation after one (1) year of continuous full time employment.
- b) Three (3) weeks of vacation after five (5) full years of continuous full-time employment.
- c) Four (4) weeks of vacation after ten (10) full years of continuous full-time employment.
- d) Five (5) weeks of vacation after eighteen (18) full years of continuous full-time employment.

SECTION 2 All employees hired on or after January 1, 1991, shall be entitled to vacation as follows:

- a) Two (2) full weeks of vacation after one (1) year of continuous full-time employment.
- b) Three (3) weeks of vacation after five (5) full years of continuous full-time employment.
- c) Four (4) weeks of vacation after ten (10) full years of continuous full-time employment.

SECTION 3

(a) For the first five (5) years of employment, vacation will accrue after the anniversary date of employment. If a Department Head feels that due to peculiarities of certain positions that it is to the advantage of the department to permit an employee to take vacation prior to the anniversary date, the Department Head may request the same in writing to the City Administrator. In such instance the employee must have completed nine (9) months of service. After completion of five (5) years of service, an employee may take vacation leave after the first day of January of each year insofar that it does not conflict with seniority rights set forth in this Article.

(b) Employee shall be allowed to apply no later than November 1st of each year to carry over more than one (1) week of vacation into the next year. Such employee would be allowed to carry over the additional vacation only upon the specific approval of the City Administrator. Such approval shall be within the sole discretion of the City Administrator.

(c) In the event an employee is unable, because of the requirements of his/her workload or the direction of his Department Head, through no fault of his/her own, to use his current vacation, (s)he shall be entitled to carry such accumulation forward upon notice to the City Administrator.

SECTION 4 Vacation leave will be granted on a seniority basis by Department Heads insofar that it does not conflict with the efficient operation of the department. In the event a department has more than one employee performing similar duties, only those employees will be permitted to take vacation at one time which will ensure efficient operation of that department. However, seniority will be the determining factor as to priority of vacations. Employees transferring within the several departments of **CITY** government will carry their seniority from one department to another and such seniority will be used by the Department Head in determining the seniority of employees in that department.

SECTION 5 Employees entitled to vacation leave and requesting the same shall submit such request to their Department Head on forms provided by the **CITY** not less than three weeks prior to the first day of vacation. The Department Head will submit the approved request to the Personnel Department immediately upon approval. Salary in advance will be paid only when employees eligible for three or four weeks of vacation take the full vacation at one time. Due to detail work required to process vacation leave, failure to submit the request within the time specified may disqualify pay in advance. Salary in advance will be paid only when employees eligible for three or four weeks of vacation take the full vacation at one time.

SECTION 6 In the event an employee does not elect to take full vacation in one calendar year, that employee will be permitted to accrue not over one week for any following year.

SECTION 7 Vacation leave will be paid on one check. However, deductions will be computed on a bi-weekly basis.

SECTION 8

(a) Employees retiring from service with the **CITY** shall be allowed accrued vacation leave prior to day of retirement. However, the Personnel Department should be consulted as to computing this time in determining date of retirement.

(b) Accrued vacation of employees dying while in the service of the **CITY** shall be paid to the legal heirs of the deceased employee, computed on a pro-rata basis from anniversary date of appointment if demise is within first five years of employment. After five years, the time will be computed from January 1st. In

each instance, accrued vacation leave from prior years will be added and any vacation leave taken will be deducted.

SECTION 9 Employees resigning from service with the **CITY** will be eligible for unused vacation leave as appearing on the employee's records in the Personnel Department including accrued vacation from prior years permitted by Section 6 of this Article.

SECTION 10 Employees whose positions are absorbed by other government agencies shall be eligible for accrued vacation due them prior to their transfer. However, if for some reason it is impossible for these employees to take their accrued vacation prior to transfer, the **CITY** will pay the employees their accrued vacation computed from the first working day after severance from **CITY** service.

SECTION 11 Vacation Leave for Discharged Employees

(a) Employees discharged from service with the **CITY** due to abolition of a position will be eligible for accrued vacation due at the date of discharge.

(b) Employees discharged from a position because of disciplinary reasons will not be eligible for accrued vacation leave.

SECTION 12 Augmenting Vacation Leave. Other types of leave will not be permitted to be used to augment vacation leave with the exception of compensatory time, if approved by the Department Head. However, employees who have used up sick leave time and who are determined to be sufficiently incapacitated to return to work may apply accrued vacation leave for additional time.

SECTION 13 Failure to Report for Duty After Vacation Leave. Employees who fail to return the first working day after vacation shall not be paid for that day and all succeeding days unless they formally notify their Department Head in writing as to the reason for their inability to return to work. In the event the employee is not able to personally notify his/her Department Head, (s)he will designate some person to notify the Department Head. If due to extenuating circumstances it is impossible for the employee or another person to report, this will be taken into consideration when the employee is capable of reporting his/her reason for inability to work. Employees who are determined to be capable to return to work and who do not report within ten (10) working days from the last day of vacation will be deemed to have resigned from their job and will be stricken from the **CITY** roster.

SECTION 14 Accrual of Vacation Time on Disability Time Off. Vacation time will accrue for the first six months while under disability time off under Worker's Compensation.

SECTION 15 Non-Accrual of Vacation Leave During Suspension. Employees suspended from duty will forfeit all accrued vacation time at time of suspension. Upon reinstatement to the job, all vacation leave accrued at time of suspension will be reinstated to his/her credit.

ARTICLE XVII
LEAVE TIME FOR SCHOOL CROSSING GUARDS

Employees in the position of School Crossing Guard who are on the **CITY** payroll as of May of the previous school year shall be entitled to twenty (20) hours of paid vacation leave time. This leave time may only be utilized from the commencement of Winter break until the re-start of school in January of that school year. No employee receiving this leave time shall be eligible for unemployment benefits during the Winter break. School crossing guards shall be entitled to no other paid leave time off granted under this Agreement.

During each school year all crossing guards shall be entitled to five (5) snow days when schools are closed by the Poughkeepsie City School District due to inclement weather.

ARTICLE XVIII
RETIREMENT

SECTION 1 All employees of the **CITY** represented by the **UNION** who are members of the New York State Retirement System shall be entitled to benefits under Section 75-g and 75-I of the New York State Retirement Law.

ARTICLE XIX
HOSPITALIZATION

SECTION 1 The **CITY** will offer employees a plan of hospitalization and major medical benefits through New York State Health Insurance Program, and MVP HMO 20+. The **CITY** will pay the full amount of premiums for all coverage chosen by members who were employed by the **CITY** as of December 31, 1988.

Beginning on January 1, 2010, and any time thereafter, the **CITY** shall have the right to replace MVP HMO 20+ with MVP HMO 25/40, or the equivalent MVP plan so long as such plan provides equal or better benefit coverage and the **CITY** institutes a Health Reimbursement Account (HRA) by which all employees and their dependents shall be reimbursed for all deductibles and co-pays of the 25/40 or equivalent plan to the extent that such deductibles and co-pays exceed what is provided by the MVP HMO 20+ plan.

The **CITY** may, at its sole discretion, terminate the HRA at any time as long as the **CITY** provides at least thirty (30) days written notice to the **UNION**. In the event the HRA is terminated, the **CITY** must provide the MVP HMO 20+ plan, unless an alternative agreement is reached with the **UNION**.

Any HRA will be administered by a third party of the City's choosing.

In the event any plan of insurance becomes unavailable for any reason beyond control of the **CITY**, the **CITY** will meet with the **UNION** to negotiate providing an alternative plan.

SECTION 2 All members hired on or after January 1, 1989 will be required to fund 20% of the cost of such health plan selected by the member.

SECTION 3 Effective January 1, 2009, the **CITY** will provide a 5-20-40 prescription drug card. Thereafter the **CITY** shall be entitled to change such co-pay levels provided that any increase is reimbursed to the employees through an HRA or other means.

SECTION 4 All employees of the **CITY** represented by the **UNION** shall be entitled to elect the optional MVP coverage provided that (s)he shall be required to pay the difference between the cost of the Empire Blue Cross – Blue Shield and such coverage.

SECTION 5 Any employee of the **CITY** represented by the **UNION** who has family coverage through his/her spouse's employer, shall not be eligible for family coverage by the **CITY**. The employee so covered shall have the option of receiving single coverage for him/herself or receiving the annual payment pursuant to Section 4 of this Article. Each employee shall certify, in writing, to the **CITY** whether or not s(he) has family coverage provided through his or her spouse's employer and shall provide such other information the **CITY** shall require concerning said coverage.

SECTION 6 Any employee of the **CITY** represented by the **UNION** shall, at the employee's election, receive the annual sum of one thousand two hundred-fifty dollars (\$1250.00) for non-family or two thousand dollars (\$2000.00) for family

coverage in the event such employee who is eligible for such coverage refrains from enrollment in the hospitalization and medical insurance program otherwise offered by the **CITY**. Subject to the enrollment rules of the hospitalization and medical insurance plans, any employee electing to refrain from coverage may re-enroll at the earliest opportunity permitted by any such plan. Where appropriate proof has been provided, the application from shall be signed by the **CITY** and employee. This payment shall be paid in the first payroll of each December. For any employee who leaves the employ of the **CITY** during a year, this amount shall be pro-rated on a monthly basis.

The **CITY** shall advise the CSEA Unit President or designee, in writing, when an employee makes application.

SECTION 7 Employees must report changes in family status and changes in beneficiaries immediately upon occurrence.

SECTION 8 Employees who fail to pay obligations for benefits while off payroll will be liable for amounts not paid and shall suffer loss of benefits until arrears in such payments are made. Payment of arrears may be made, in the City's discretion, from payroll deductions when Employees return to work.

ARTICLE XX DENTAL AND OPTICAL PLAN

SECTION 1 The **CITY** shall provide, at its sole expense, the CSEA Horizon Dental Plan and CSEA Gold Twelve Vision Plan. The **CITY** shall be entitled to change the provider for the dental plan and/or the vision plan without consultation with the **UNION** as long as the replacement coverage is the same or better than the coverage currently provided.

ARTICLE XXI INSURANCE

SECTION 1 All employees of the **CITY** represented by the **UNION** shall be provided with a Twenty Thousand (\$20,000.00) Dollar group term life insurance policy for which all premiums are to be paid by the **CITY** during his/her period of employment, which benefit shall survive this Agreement. The amount of insurance shall be increased to Thirty Five Thousand (\$35,000.00) Dollars effective January 1, 2006.

SECTION 2 Upon retirement as described under the New York State Retirement and Social Security Law, and for the life of the member, the **CITY** will provide

for each employee a death benefit in the amount of Two Thousand (\$2,000.00) Dollars.

SECTION 3 The above benefit shall not apply to an employee who terminates his employment under charges.

SECTION 4 The **CITY** may, in its discretion, deduct amounts owed to the **CITY** by Employees or the Employee's estate from the above benefit prior to payment.

ARTICLE XXII DISABILITY INSURANCE

The **CITY** shall provide to all employees represented by the **UNION**, benefits as described in Section 202 of the New York State Worker's Compensation Law known as the "disability benefits law."

ARTICLE XXIII DEFERRED COMPENSATION PLAN

All employees of the **CITY** represented by the **UNION** shall be eligible to participate in the New York State Deferred Compensation Plan. The New York State Deferred Compensation Plan is subject to the provisions of Section 457 of the Internal Revenue Code. The plan is a voluntary retirement savings program. Participation in the plan is subject to the terms and conditions of the plan, as the same may change from time to time.

The **CITY** shall not be obligated to contribute to the plan on behalf of any employee or for any other reason. The **CITY** shall not be obligated to provide an alternative IRC Action 457 Plan in the event that the New York State Deferred Compensation Plan is discontinued or becomes unavailable to **CITY** employees.

ARTICLE XXIV EDUCATION ASSISTANCE

SECTION 1 The **CITY** will provide funds in the form of educational assistance for those employees seeking to further their formal education in the area of their job assignments by providing a reimbursement of up to one-hundred percent

(100%) of tuition cost, registration fees and text book costs upon satisfactory completion of the course. The educational institution must be accredited by an appropriate national or state accrediting agency.

SECTION 2 Written prior approval must be granted by the Department Head and the City Administrator before an employee is entitled to such benefit.

ARTICLE XXV **SENIORITY**

SECTION 1 Seniority shall be observed as provided by the Civil Service Law with the continuation of the work of the department taking first priority. No seniority shall be allowed for the time spent as a temporary employee or a provisional employee. Part-time employees shall be included under this Article if they work a regular work schedule of a minimum of twenty (20) hours per week.

SECTION 2 All seniority shall be as of the date of first permanent appointment.

SECTION 3 Any employee having a permanent appointment in the non-competitive class shall, upon entering the competitive service, start his/her seniority in that classification as of the date of entry into the competitive class.

SECTION 4 Seniority from date of employment in the department in the department shall be considered by the head of the department in the scheduling of vacations, and in the allocation of overtime on a rotating basis.

SECTION 5 Bidding for shifts by Senior Public Safety Dispatchers shall be by seniority in that title.

ARTICLE XXVI **UNIFORMS**

SECTION 1 The **CITY** agrees to provide for the cleaning and maintenance of uniforms worn by the bus drivers pursuant to a procedure and schedule adopted by the **CITY**.

SECTION 2 The **CITY** and **UNION** agree that the employees in the Building & Grounds, Street Maintenance, Street Lighting, Shade Trees, Water & Sewer and Parking Divisions of the Department of Public Works, and all employees of the Recreation Department, except administrative employees shall, at all times when on scheduled duty, wear the uniforms described in Section 3 of this Article XXVI.

SECTION 3 The uniform will consist of the following:

All DPW Divisions described in Section 2 above, except Parking and Recreation employees:

Blue Jean Pants	5 pairs (Lee or Levi or equivalent)
T-Shirt	6 (100% Cotton)
Sweatshirt	6 (100% Cotton)
Jacket	1 (Tri-Mark or equivalent)

Parking Division of DPW employees:

Short Sleeve Shirt	6
Long Sleeve Shirt	6
Jacket	1

Uniform colors will be safety colors:

SECTION 4 The **CITY** will institute a quartermaster system for procurement of the uniforms. The **CITY** will initially purchase all uniform components and make them available to the employees. The **CITY** will replace uniform components when the **CITY** determines replacement is necessary. Employees shall wash all uniform components on their own time and at their own expense so that uniform components are clean when worn to work. Employees will provide worn or damaged uniform components to the **CITY**. The **CITY** will determine whether to repair or replace the worn or damaged components. Employees will clean and return all uniform components when separating from **CITY** service. Failure to do so may result in deduction of the cost to replace the uniform components from any compensation owed the employee at the time of separation.

SECTION 5 Employees who do not comply with the terms of this Article XXVI will be subject to discipline in accordance with this Agreement and applicable law.

SECTION 6 The parties recognize that the **CITY** provides rain and severe weather gear to employees. Wearing such gear during rainy or severe weather shall not be a violation of this Agreement.

SECTION 7 The parties agree to continue discussions regarding uniforms or changes in uniforms for the employees in the Bus and Garage Divisions of the Department of Public Works.

SECTION 8 All employees in the Building & Grounds, Central Garage, Street Maintenance, Street Lighting, Sanitation and Shade Trees, Water and Sewer Maintenance, Recreation and Parking Divisions of the Department of Public Works shall be entitled to an annual shoe allowance, which shall be included with the first paycheck of calendar year as follows:

The annual shoe allowance is currently One hundred twenty-five dollars (\$125).

In addition to the above, the following specific titles shall also be included: Deputy Building Inspector, Meter Reader, Utility Mark Out and employees of Engineering.

Animal Control Officers and Parking Control Officers are specifically omitted from this section as they are entitled to uniform which also includes boots on an as needed basis.

ARTICLE XXVII **GRIEVANCE AND DISCIPLINARY PROCEDURE**

SECTION 1 A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement.

Both parties to this Agreement recognize the mutual benefit of resolving grievances at the earliest possible stage. In an effort to promote the amicable resolution of grievances both parties further agree that each will make every attempt to resolve issues informally. The formal grievance procedure shall be as follows:

STEP 1 Alleged grievances must be submitted in writing to the appropriate department head with thirty (30) working days after the occurrence complained of. The department head shall have ten (10) working days after receipt of the grievance within which to return a written reply. The grievance shall be in a form as approved by the parties and shall contain the date the problem arose, a complete statement of the problem, and the relief requested.

STEP 2 In the event no answer is received within ten (10) working days or the answer received is unsatisfactory at Step 1, the grievant shall have ten (10) working days within which he may then submit the grievance in writing to the City Administrator. The City Administrator shall have ten (10)

working days after receipt within which to return a written reply.

STEP 3

In the event no answer is received within ten (10) working days or the answer received is unsatisfactory at Step 2, the **UNION** shall then have ten (10) working days within which to submit the grievance to binding arbitration. The parties agree that either the Public Employment Relations Board or the American Arbitration Association shall be the administrative agency responsible for assisting the parties in the arbitration process.

The parties agree that the decision of the arbitrator shall be final and binding on each and in no event will either party have recourse to any other means of review. All just costs incurred relating to the appointment and services of the arbitration shall be borne equally by the parties.

NOTE: Timely compliance with Steps 1, 2 and 3 of the grievance procedure are a condition of arbitration and the failure by a party to timely comply shall be grounds for the stay of arbitration.

SECTION 2 All permanently appointed unit employees in the competitive class who have completed their probationary period shall be notified of the intention of the **CITY** to undertake disciplinary action (including discharge) against them by a Notice of Charges served upon them personally or by registered mail to their official address as maintained by the Personnel Department. All employees shall have eight (8) working days to respond to said charges by:

(a) executing a statement of election to proceed pursuant to Section 75 of the Civil Service Law and then submitting an answer to said charges pursuant to that Section: or

(b) executing a waiver and accepting the indicated disciplinary action.

A failure to respond with the time period set forth shall constitute an election of alternative "(b)" above and a waiver of all rights to defend the disciplinary action.

SECTION 3 All unit employees shall accrue all rights and privileges under Section 75 of the Civil Service Law upon completion of three (3) continuous years of employment with the **CITY**.

ARTICLE XXVIII
DRUG & ALCOHOL TESTING POLICY AND PROCEDURES

SECTION 1 The **CITY** and CSEA agree that the annexed "Alcohol/Drug Policy" marked appendix "C", shall be incorporated into and made a part of this Agreement as if fully set forth herein and shall supersede any inconsistent provisions contained in this Agreement.

SECTION 2 The **CITY** and CSEA agree that the **CITY** is mandated to implement drug and alcohol testing of employees as required by the Omnibus Transportation Employee Testing Act of 1991. Procedures for said employees (non-Transit) are annexed as Appendix D and Procedures for Transit employees are annexed as Appendix E. Breath, urine or blood testing shall be performed by the Work Place, or other provider selected by the City.

ARTICLE XXIX
RESIDENCY REQUIREMENT

All employees of the **CITY** represented by CSEA shall reside either in the City of Poughkeepsie or within a twenty (20) mile radius of any boundary of the City of Poughkeepsie. A violation of this provision shall result in immediate termination of title of employment. This provision does not apply to persons hired or appointed prior to January 1, 1976, and thereafter promoted.

ARTICLE XXX
SAVINGS CLAUSE

If any article or part thereof of this Agreement or any addition thereto should be decided to be in violation of any Federal, State or Local Law, and adherence to or enforcement of any article or part thereof is restrained by a court of law, the remaining articles of the Agreement or any additions thereto shall not be affected.

ARTICLE XXXI
PRINTING OF AGREEMENT

Each employee represented by the **UNION** shall be provided with a copy of this entire contract with cost for said printing to be shared equally by the **CITY** and the **UNION**.

ARTICLE XXXII
DURATION

The effective dates of this contract will be from January 1, 2012 through December 31, 2017.

ARTICLE XXXIII
LEGISLATIVE CLAUSE

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

ARTICLE XXXIV
MAINTENANCE OF STANDARDS

Terms and conditions of employment in effect prior to this Agreement and not changed, modified, or altered by this Agreement shall remain in effect.

Except as herein specifically set forth in this Agreement between the parties, each and every term, clause and provision thereof shall remain in full force and effect.

All terms and conditions of this contract shall remain in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year below written.

CITY OF Poughkeepsie

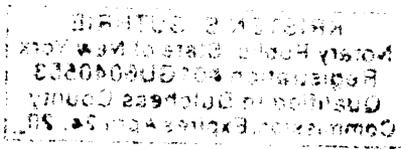
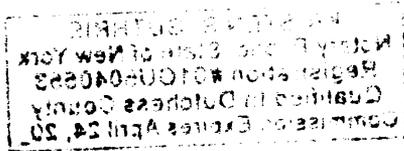
By: _____

Rob Rolison, Mayor

**CIVIL SERVICE EMPLOYEES ASSOCIATION INC.
LOCAL 1000, AFSCME, AFL-CIO
CITY of Poughkeepsie Unit #6652**

By: *Terrence Clayton*
Terrence Clayton
CSEA Unit President

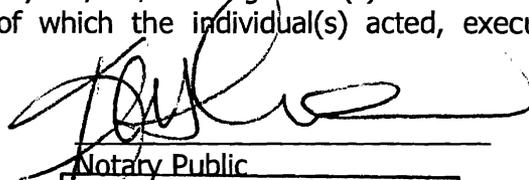
By: *Doug Morrison*
Doug Morrison
Labor Relations Specialist



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STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

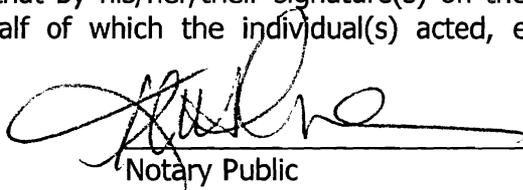
On the 12th day of January, 2017 before me, the undersigned, a Notary Public in and for said state, personally appeared **ROB ROLISON** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public

KRISTEN S. GUTHRIE
Notary Public, State of New York
Registration #01GU6040553
Qualified In Dutchess County
Commission Expires April 24, 2018

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

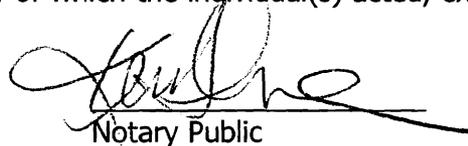
On the 5th day of January, 2017 before me, the undersigned, a Notary Public in and for said state, personally appeared **TERRENCE CLAYTON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public

KRISTEN S. GUTHRIE
Notary Public, State of New York
Registration #01GU6040553
Qualified In Dutchess County
Commission Expires April 24, 2018

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On the 5th day of January, 2017 before me, the undersigned, a Notary Public in and for said state, personally appeared **DOUGLAS MORRISON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.


Notary Public

KRISTEN S. GUTHRIE
Notary Public, State of New York
Registration #01GU6040553
Qualified In Dutchess County
Commission Expires April 24, 2018

APPENDIX A-1

2011 (3.5%) & 2012 (0% Increase)

35 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	16.3839	18.2044	19.4634	19.9148	20.4731	20.9778	21.4827	22.0197
4	17.2706	18.4958	20.0930	20.5797	21.0661	21.5528	22.0503	21.9434
5	17.7436	19.7149	21.1818	21.6633	22.2167	22.7698	23.3122	23.9061
6	18.4187	20.4649	21.9272	22.5053	23.0821	23.6590	24.2360	24.8423
7	19.0936	21.2148	22.7447	23.3463	23.9480	24.5483	25.1499	25.7785
8	19.7491	21.9433	23.5387	24.1758	24.8125	25.4509	26.0884	26.7406
9	20.4641	22.7373	24.4046	25.0781	25.7504	26.4241	27.0968	27.7748
10	21.1292	23.4766	25.2105	25.9073	26.6046	27.3019	27.9989	28.6990
11	22.4597	24.9552	26.8212	27.5669	28.3114	29.0573	29.8025	30.5476
12	23.8001	26.4441	28.4451	29.2378	30.0313	30.8254	31.6189	32.4097
13	25.1198	27.9106	30.0430	30.8856	31.7266	32.5690	33.4107	34.2462
14	25.7454	28.6050	30.8007	31.6899	32.5812	33.4700	34.3599	35.2194
15	27.0660	30.0728	32.4002	33.3498	34.2991	35.2491	36.1760	37.1042

2013

1.00%

35 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	16.5478	18.3865	19.6580	20.1140	20.6778	21.1876	21.6976	22.2399
4	17.4433	18.6808	20.2939	20.7855	21.2768	21.7683	22.2708	22.1629
5	17.9210	19.9121	21.3936	21.8799	22.4389	22.9975	23.5453	24.1452
6	18.6029	20.6695	22.1464	22.7304	23.3129	23.8956	24.4784	25.0907
7	19.2845	21.4269	22.9721	23.5797	24.1875	24.7938	25.4014	26.0363
8	19.9466	22.1628	23.7741	24.4175	25.0606	25.7054	26.3493	27.0080
9	20.6687	22.9646	24.6487	25.3289	26.0079	26.6884	27.3678	28.0525
10	21.3405	23.7114	25.4626	26.1663	26.8706	27.5749	28.2789	28.9860
11	22.6843	25.2048	27.0895	27.8425	28.5945	29.3479	30.1005	30.8531
12	24.0382	26.7085	28.7295	29.5301	30.3317	31.1336	31.9350	32.7338
13	25.3710	28.1897	30.3434	31.1945	32.0439	32.8947	33.7448	34.5887
14	26.0028	28.8911	31.1087	32.0068	32.9070	33.8047	34.7035	35.5716
15	27.3366	30.3735	32.7242	33.6833	34.6421	35.6016	36.5377	37.4752

2014

1%

35 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	16.7133	18.5703	19.8546	20.3151	20.8846	21.3995	21.9145	22.4623
4	17.6177	18.8676	20.4969	20.9933	21.4896	21.9860	22.4935	22.3845
5	18.1002	20.1112	21.6075	22.0987	22.6633	23.2275	23.7808	24.3866
6	18.7889	20.8762	22.3679	22.9577	23.5460	24.1345	24.7232	25.3416
7	19.4774	21.6412	23.2018	23.8155	24.4294	25.0417	25.6554	26.2967
8	20.1460	22.3844	24.0118	24.6617	25.3112	25.9624	26.6128	27.2781
9	20.8754	23.1943	24.8952	25.5822	26.2680	26.9552	27.6415	28.3331
10	21.5539	23.9485	25.7172	26.4280	27.1393	27.8507	28.5616	29.2759
11	22.9112	25.4568	27.3604	28.1210	28.8804	29.6414	30.4015	31.1616
12	24.2785	26.9756	29.0168	29.8254	30.6350	31.4450	32.2544	33.0611
13	25.6247	28.4716	30.6468	31.5065	32.3643	33.2236	34.0823	34.9346
14	26.2629	29.1800	31.4198	32.3269	33.2360	34.1427	35.0506	35.9273
15	27.6100	30.6773	33.0515	34.0201	34.9885	35.9576	36.9031	37.8500

2015

1.25%

35 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	16.9222	18.8024	20.1028	20.5691	21.1456	21.6670	22.1885	22.7430
4	17.8380	19.1034	20.7531	21.2558	21.7582	22.2608	22.7747	22.6643
5	18.3265	20.3626	21.8776	22.3750	22.9466	23.5179	24.0781	24.6914
6	19.0238	21.1371	22.6475	23.2446	23.8404	24.4362	25.0322	25.6584
7	19.7208	21.9117	23.4919	24.1132	24.7347	25.3547	25.9761	26.6254
8	20.3979	22.6642	24.3120	24.9700	25.6276	26.2870	26.9454	27.6191
9	21.1363	23.4842	25.2063	25.9020	26.5963	27.2922	27.9870	28.6872
10	21.8234	24.2478	26.0387	26.7583	27.4786	28.1988	28.9187	29.6418
11	23.1976	25.7750	27.7024	28.4725	29.2414	30.0119	30.7815	31.5512
12	24.5820	27.3128	29.3796	30.1983	31.0179	31.8380	32.6576	33.4744
13	25.9450	28.8275	31.0299	31.9003	32.7689	33.6389	34.5083	35.3713
14	26.5911	29.5448	31.8125	32.7310	33.6515	34.5695	35.4887	36.3764
15	27.9551	31.0607	33.4646	34.4454	35.4259	36.4071	37.3644	38.3231

2016 3%
35 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	17.4298	19.3665	20.7058	21.1861	21.7800	22.3170	22.8541	23.4253
4	18.3731	19.6765	21.3757	21.8934	22.4109	22.9287	23.4579	23.3442
5	18.8763	20.9734	22.5339	23.0462	23.6350	24.2234	24.8004	25.4322
6	19.5945	21.7713	23.3269	23.9420	24.5556	25.1693	25.7832	26.4282
7	20.3124	22.5691	24.1966	24.8366	25.4768	26.1154	26.7554	27.4241
8	21.0098	23.3441	25.0413	25.7191	26.3964	27.0756	27.7538	28.4476
9	21.7704	24.1887	25.9625	26.6790	27.3942	28.1109	28.8266	29.5478
10	22.4781	24.9753	26.8199	27.5611	28.3029	29.0448	29.7862	30.5311
11	23.8935	26.5483	28.5334	29.3267	30.1187	30.9122	31.7050	32.4977
12	25.3195	28.1322	30.2609	31.1042	31.9485	32.7932	33.6373	34.4786
13	26.7234	29.6923	31.9608	32.8573	33.7519	34.6481	35.5436	36.4324
14	27.3889	30.4311	32.7669	33.7129	34.6610	35.6066	36.5534	37.4676
15	28.7938	31.9926	34.4686	35.4787	36.4886	37.4993	38.4853	39.4728

2017 3%
35 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	17.9527	19.9475	21.3270	21.8217	22.4334	22.9865	23.5398	24.1281
4	18.9243	20.2668	22.0170	22.5502	23.0833	23.6165	24.1617	24.0446
5	19.4426	21.6026	23.2100	23.7376	24.3440	24.9501	25.5444	26.1952
6	20.1823	22.4244	24.0267	24.6602	25.2923	25.9244	26.5567	27.2210
7	20.9218	23.2462	24.9225	25.5817	26.2411	26.8988	27.5580	28.2469
8	21.6401	24.0444	25.7926	26.4906	27.1883	27.8879	28.5864	29.3011
9	22.4235	24.9144	26.7414	27.4794	28.2160	28.9543	29.6914	30.4343
10	23.1524	25.7245	27.6245	28.3879	29.1520	29.9161	30.6798	31.4470
11	24.6103	27.3447	29.3894	30.2064	31.0222	31.8396	32.6561	33.4726
12	26.0791	28.9761	31.1688	32.0373	32.9069	33.7770	34.6464	35.5130
13	27.5251	30.5831	32.9196	33.8430	34.7645	35.6875	36.6099	37.5254
14	28.2105	31.3440	33.7499	34.7243	35.7009	36.6748	37.6500	38.5917
15	29.6576	32.9523	35.5026	36.5431	37.5833	38.6243	39.6399	40.6570

2011 & 2012 (0% Increase)
40 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	14.3869	15.9855	17.0923	17.5341	17.9759	18.4176	18.8595	19.3310
4	15.1621	16.8470	18.2717	18.7133	19.1651	19.6222	20.0798	20.5820
5	15.5768	17.3075	18.5332	19.0175	19.5014	19.9857	20.4695	20.9814
6	16.1677	17.9636	19.2484	19.7543	20.2587	20.7634	21.2687	21.8007
7	16.7581	18.6198	19.9639	20.4898	21.0168	21.5420	22.0684	22.6199
8	17.3318	19.2572	20.6586	21.2155	21.7735	22.3316	22.8891	23.4617
9	17.9574	19.9525	21.4161	22.0055	22.5937	23.1830	23.7722	24.3668
10	18.5392	20.5992	22.1211	22.7308	23.3408	23.9511	24.5614	25.1754
11	19.7035	21.8928	23.5311	24.1833	24.8344	25.4871	26.1393	26.7925
12	20.8763	23.1952	24.9513	25.6449	26.3395	27.0343	27.7284	28.4221
13	22.0309	24.4789	26.3501	27.0869	27.8227	28.5596	29.2962	30.0291
14	22.5780	25.0867	27.0126	27.7906	28.5701	29.3486	30.1268	30.8805
15	23.7336	26.3709	28.4121	29.2432	30.0743	30.9047	29.4574	32.5294

2013

40 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	14.5308	16.1454	17.2632	17.7094	18.1556	18.6017	19.0481	19.5243
4	15.3137	17.0155	18.4545	18.9004	19.3568	19.8184	20.2806	20.7878
5	15.7326	17.4806	18.7185	19.2076	19.6964	20.1856	20.6742	21.1912
6	16.3294	18.1432	19.4409	19.9519	20.4612	20.9711	21.4814	22.0187
7	16.9256	18.8060	20.1636	20.6947	21.2270	21.7574	22.2891	22.8461
8	17.5051	19.4497	20.8652	21.4276	21.9912	22.5549	23.1180	23.6963
9	18.1370	20.1521	21.6303	22.2256	22.8197	23.4149	24.0100	24.6105
10	18.7246	20.8052	22.3423	22.9581	23.5742	24.1906	24.8070	25.4272
11	19.9005	22.1117	23.7664	24.4251	25.0828	25.7420	26.4007	27.0605
12	21.0851	23.4272	25.2008	25.9013	26.6029	27.3046	28.0057	28.7063
13	22.2512	24.7237	26.6136	27.3578	28.1010	28.8452	29.5892	30.3294
14	22.8038	25.3375	27.2828	28.0685	28.8558	29.6421	30.4281	31.1893
15	23.9710	26.6346	28.6962	29.5357	30.3750	31.2137	29.7520	32.8547

2014

40 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	14.6761	16.3069	17.4359	17.8865	18.3372	18.7878	19.2385	19.7195
4	15.4669	17.1857	18.6390	19.0894	19.5503	20.0166	20.4834	20.9957
5	15.8899	17.6554	18.9057	19.3997	19.8934	20.3874	20.8810	21.4031
6	16.4927	18.3246	19.6353	20.1514	20.6659	21.1808	21.6962	22.2389
7	17.0949	18.9940	20.3652	20.9016	21.4392	21.9750	22.5120	23.0746
8	17.6801	19.6442	21.0739	21.6419	22.2111	22.7804	23.3492	23.9333
9	18.3184	20.3536	21.8466	22.4478	23.0478	23.6490	24.2501	24.8566
10	18.9119	21.0132	22.5657	23.1877	23.8100	24.4325	25.0551	25.6814
11	20.0996	22.3328	24.0040	24.6694	25.3336	25.9994	26.6647	27.3311
12	21.2960	23.6614	25.4529	26.1604	26.8689	27.5777	28.2858	28.9934
13	22.4738	24.9709	26.8797	27.6314	28.3820	29.1336	29.8851	30.6327
14	23.0318	25.5909	27.5556	28.3492	29.1443	29.9385	30.7324	31.5012
15	24.2107	26.9010	28.9831	29.8310	30.6788	31.5259	30.0495	33.1833

2015

40 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	14.8595	16.5107	17.6538	18.1101	18.5664	19.0226	19.4790	19.9660
4	15.6602	17.4005	18.8720	19.3281	19.7947	20.2668	20.7394	21.2581
5	16.0885	17.8761	19.1420	19.6422	20.1421	20.6423	21.1420	21.6706
6	16.6988	18.5537	19.8807	20.4033	20.9242	21.4455	21.9674	22.5169
7	17.3086	19.2315	20.6198	21.1629	21.7072	22.2497	22.7934	23.3630
8	17.9011	19.8898	21.3373	21.9124	22.4888	23.0652	23.6411	24.2324
9	18.5474	20.6080	22.1196	22.7284	23.3359	23.9446	24.5532	25.1673
10	19.1483	21.2759	22.8478	23.4775	24.1076	24.7379	25.3682	26.0025
11	20.3508	22.6120	24.3041	24.9777	25.6503	26.3244	26.9980	27.6727
12	21.5622	23.9572	25.7710	26.4874	27.2048	27.9224	28.6393	29.3558
13	22.7547	25.2831	27.2157	27.9768	28.7368	29.4978	30.2586	31.0156
14	23.3197	25.9108	27.9000	28.7036	29.5086	30.3128	31.1165	31.8950
15	24.5133	27.2372	29.3454	30.2039	31.0623	31.9199	30.4251	33.5981

2016
40 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	15.3053	17.0060	18.1834	18.6534	19.1234	19.5933	20.0634	20.5650
4	16.1300	17.9225	19.4381	19.9079	20.3886	20.8748	21.3616	21.8959
5	16.5712	18.4124	19.7163	20.2315	20.7463	21.2615	21.7762	22.3208
6	17.1998	19.1103	20.4771	21.0154	21.5519	22.0889	22.6264	23.1924
7	17.8278	19.8084	21.2384	21.7978	22.3585	22.9172	23.4772	24.0639
8	18.4382	20.4865	21.9774	22.5698	23.1634	23.7572	24.3503	24.9594
9	19.1038	21.2263	22.7832	23.4103	24.0360	24.6630	25.2898	25.9223
10	19.7227	21.9142	23.5332	24.1818	24.8308	25.4801	26.1293	26.7825
11	20.9613	23.2903	25.0332	25.7271	26.4198	27.1141	27.8080	28.5029
12	22.2090	24.6759	26.5441	27.2820	28.0209	28.7601	29.4985	30.2365
13	23.4373	26.0416	28.0322	28.8161	29.5989	30.3827	31.1664	31.9460
14	24.0193	26.6881	28.7370	29.5647	30.3939	31.2221	32.0500	32.8518
15	25.2487	28.0544	30.2258	31.1100	31.9941	32.8775	31.3379	34.6060

2017
40 Hour

Grade	Step 0	Step 1	Step 2	L1	L2	L3	L4	L5
3	15.7645	17.5162	18.7289	19.2130	19.6971	20.1811	20.6653	21.1820
4	16.6139	18.4602	20.0213	20.5051	21.0002	21.5010	22.0025	22.5527
5	17.0683	18.9647	20.3078	20.8384	21.3687	21.8994	22.4295	22.9904
6	17.7158	19.6836	21.0915	21.6458	22.1985	22.7516	23.3052	23.8882
7	18.3627	20.4026	21.8755	22.4517	23.0292	23.6047	24.1815	24.7858
8	18.9913	21.1011	22.6367	23.2469	23.8583	24.4699	25.0808	25.7082
9	19.6769	21.8630	23.4667	24.1126	24.7571	25.4029	26.0485	26.7000
10	20.3144	22.5716	24.2392	24.9073	25.5757	26.2445	26.9132	27.5860
11	21.5902	23.9890	25.7842	26.4989	27.2124	27.9275	28.6422	29.3580
12	22.8753	25.4162	27.3405	28.1004	28.8615	29.6229	30.3835	31.1436
13	24.1404	26.8228	28.8731	29.6805	30.4868	31.2942	32.1014	32.9044
14	24.7399	27.4888	29.5992	30.4516	31.3057	32.1588	33.0115	33.8374
15	26.0062	28.8960	31.1326	32.0433	32.9540	33.8639	32.2780	35.6442

**CSEA TITLE/GRADE
APPENDIX A-2**

<u>TITLE</u>	<u>GRADE</u>
Parking Lot Attendant	3
Communication Clerk	4
Sanitation Worker	4
Maintenance Mechanic I	5
Senior Parking Lot Attendant	5
Bus Driver	6
Civilian Patrol Officer	6
Housing Program Assistant	6
Municipal Secretary	6
Police Aide	6
Tax Record Clerk	6
Water Maintenance Mechanic Trainee	6
Police Crime Assistant	7
Senior Account Clerk	7
Assessor Aide	8
Administrative Secretary	8
Bus Driver – Dispatcher	8
Deputy City Chamberlain	8
Equipment Mechanic	8
Heavy Equipment Motor Operator	8
Maintenance Mechanic II	8
MEO/SW1	8
Parking Control Officer	8
Water Maintenance Mechanic	8
Animal Control Officer	9
HMEO	9
MEO/SW2	9
Payroll Clerk	9
Senior Parking Control Officer	9
Tree Climber	9
Evidence Assistant	10
Municipal Administrative Assistant	10

Program Specialist	10
Sign Painter	10
Drafting Technician 1	11
Maintenance Electrician	11
Transfer Station Operator	11
Working Supervisor	11
Auto Mechanic	12
Grant Coordinator/Public Information Specialist	12
Sanitation Inspector/Recycling Coordinator	12
Underground Facilities Locator/Permit Inspector	12
Youth Worker	12
Development Specialist	13
Head Auto Mechanic	13
Public Safety Dispatcher	13
Senior Maintenance Electrician	13
Tax Collector	13
Planner	14
Recreation Maintenance Supervisor	14
Sanitation Supervisor	14
Tree Supervisor	14
Deputy Building Inspector	15
Deputy Zoning Administrator	15
Garage Supervisor	15
Juvenile Justice Specialist	15
Recertification Specialist	15
Senior Planner	15
Senior Public Safety Dispatcher	15
Supervisor of Public Works	15

APPENDIX "B-1"

SICK LEAVE MONITORING SYSTEM

SECTION 1

An employee who uses three (3) or more undocumented sick leave days on a Monday, Friday, or the day before or the day after a holiday in a three (3) month period, shall be placed on a sick leave monitoring program for the following six (6) months. For the purposes of this section, undocumented sick leave shall mean sick leave day which is not explained by the submission of medical certification that the employee was not able to work due to illness and/or injury. An employee shall be advised, in writing, at least five (5) days prior to being placed on the sick leave monitoring program.

SECTION 2

An employee placed on the monitoring system shall be subject to the following conditions.

- A. When requiring the use of sick leave, the employee shall notify the Department head and/or designee within one (1) hour of his/her start time, and shall be required to provide the medical certification for all sick days used while he/she is on the monitoring program.
- B. The City reserves the right to have the employee examined by its own physician, or to have its delegated physician visit the employee at their residence or in a hospital after the first day to verify the employee's incapacitation.

SECTION 3

During the five (5) day period after notice and prior to commencement of placement on the monitoring program; the employee may file an appeal in writing with the City Administrator or his/her designee, seeking review of the employee's placement on the program. This appeal shall be based on the employee's explanation of the circumstances of his absence and documented hardship. The City Manager may also consider other factors such as the employee's service record and attendance record during the appeal procedure.

The City Administrator or his/her designee, shall render a written decision on the employee's appeal within five (5) days after receipt of the appeal. An appeal under this section shall not delay placement in the sick leave monitoring program.

SECTION 4

Violation of the conditions provided in the sick leave monitoring program will subject the employee to disciplinary action and an automatic six (6) month extension on the program.

SECTION 5

After six (6) months on the monitoring program, the employee's use of sick leave during the six (6) month period shall be assessed and the employee shall be taken off the program if the employee has not violated the condition of the sick leave monitoring program.

SECTION 6

Subject to the placement in and removal from the monitoring program, an employee shall again be placed in the program if he/she again utilizes three (3) or more undocumented sick days on a Monday, Friday, or the day before or after a holiday within a three (3) month period.

SECTION 7

An employee who has been placed on the sick leave monitoring program or whose placement on the program is continued after the initial six (6) month period or who subsequently is again placed in the program as provided in Section 6, shall be charged two days leave time for each day of undocumented sick leave use while on the sick leave monitoring program. The intent being the employee who uses an undocumented sick day on the program should not be paid for that day and in addition shall lose one day from their sick leave accumulations.

APPENDIX "B-2"

EMERGENCY SICK LEAVE BANK

PURPOSE

The CITY and the UNION, realizing the economic burden brought about by the long term illness of an employee, hereby join together in establishing this Sick Leave Bank.

MEMBERSHIP AND CONTRIBUTIONS

All employees who are represented by the UNION and have completed one (1) continuous year in the employment of the CITY shall be eligible to join the Sick Leave Bank.

Membership is earned when an employee voluntarily contributes two (2) days of earned sick leave to the Bank and has, at the time of contribution, at least ten (10) sick days. For new employees, this contribution must be made no later than twenty (20) working days following their first anniversary date. For all other employees, except those recently reinstated, an open enrollment period shall occur during the month of November of each year to coincide with the health insurance open enrollment, with membership in the Bank to be effective January of the following year.

An employee who has been reinstated may join the Bank without making the aforementioned contribution of two (2) days, providing: (a) that less than one (1) calendar year has elapsed since the employee left the payroll, and (b) the employee was a member of the Bank at the time of leaving the payroll. However, if more than one (1) calendar year has elapsed since the employee left the payroll, or in the case that the employee was not a member of the Bank at such time of having left the payroll, it shall be necessary for the employee to contribute two (2) days of earned sick leave to join the Bank. This contribution shall be made, if possible, within twenty (20) working days of reinstatement. If this is not possible, the reinstated employee may join the Bank during open enrollment period.

When the Bank's balance of uncommitted days has fallen to a level equal to ten percent (10%) of the original contribution, based on two (2) days contribution per employee, the Finance Department will notify the Committee that further contribution by members is necessary. The Committee will notify the membership in writing of such a decision. At the same time, the membership will be informed of the number of days which must be contributed by each member in order that an acceptable balance of days be achieved. Continued membership shall be dependent upon fulfilling this request for additional contributions.

Sick time contributed to the Bank may not be withdrawn.

SICK BANK COMMITTEE

The Sick Bank committee shall consist of seven (7) Union members appointed by the current Union President and approved by the Executive Board.

An Awards Panel consisting of three (3) members of the Committee shall be appointed by the Chairperson of the Committee on a rotating basis for each application submitted for benefits, and shall be responsible, along with two (2) representatives of Management, for the awarding or denying of benefits.

The Awards Panel shall reach a decision on an application within ten (10) working days. In the case that benefits are awarded, the time shall be made retroactive, if necessary, to assure that the applicant is not, in effect removed from the payroll.

ELIGIBILITY AND APPLICATION FOR BENEFITS

An enrolled member of the Bank who is suffering from a prolonged and disabling illness or mental incapacitation, who is not eligible for Worker's Compensation and who has exhausted short term disability benefits or is not eligible for such benefits, and further, who is not otherwise gainfully employed, shall be eligible to apply for benefits after, the employee has used either (a) ten (10) sick leave days due to a prolonged and disabling illness or mental incapacity or (b) in the event an employee does not have ten (10) sick leave days, a combination of sick, vacation, personal or compensatory time may be applied as designated by the employee to achieve ten (10) days. If said employee does not have ten (10) days of time available, the employee may petition the Sick Leave Bank Committee for a waiver of this requirement. A waiver shall only be granted by an affirmative vote of a super-majority of the Committee.

In order to assure that an employee who is granted benefits is not removed from the payroll, it is urged that a member of the Bank who feels that his/her case merits consideration make application to the Bank promptly, and whenever possible, no later than fifteen (15) days prior to the exhausting of the ten (10) days required to be used prior to application to the Sick Bank Committee or if the employee does not have the required time, prior to the employee exhausting his or her time. In all cases, the applicant should be prepared to provide the Awards Panel with whatever documentation is deemed necessary to determine the nature and duration of the illness or disabling condition.

The Panel has the right to deny approval of benefits if, in its judgment, there exists appropriate reasons for denial.

The Panel or the CITY reserves the right, at any time during the application process or for the duration of the benefits, to consult with independent medical doctors.

If the Panel finds that an application should be approved, an initial application may be granted benefits for a period not fewer than five (5) continuous working days nor greater than twenty (20) working days.

If necessary, the Panel shall reconvene to determine renewal of the application or a benefit period not to exceed an additional twenty (20) working days. Application for extension of benefits must be made every thirty (30) days, provided that the maximum number of days allocated for any one illness shall not exceed six (6) months.

While using Bank time, an Employee will not accrue benefit time (i.e. sick days, vacation days). Employees shall, upon their return to work, accrue benefit time on a pro-rated basis.

Should an application for benefits be denied, the applicant and the Awards Panel may present an appeal to the Sick Leave Bank Committee. There shall be at least three (3) members of the Sick Bank Committee present, other than those members of the Awards Panel. The decision of the Sick Leave Bank Committee is final and is not subject to the grievance procedure.

ADMINISTRATION

The Sick Bank Committee shall administer the Bank and establish procedures for maintenance of records in conjunction with the City Finance Committee. The records maintained by the Finance Department shall be considered the official records of the Sick Leave Bank.

GUIDELINES FOR SICK LEAVE BANK

1. A waiver/application form designed by the Sick Leave Bank Committee, must be used to "join the Bank". (See attachment A)
2. The City Payroll Department will compile a list of members and number of days available in the Bank on a monthly basis and forward it to the Sick Leave Bank Committee Chairperson.
3. Nature of hardships in any individual case will be brought to the Committee by the individual involved (or representative) in writing.
4. Pertinent medical data must be presented to the Committee by the individual. The Committee will develop a standard form.
5. The Committee will, in reviewing requests for granting sick leave from the Bank to any individual, consider:
 - a. Intention to return to his or her job;

- b. Reviewing extension of awards on a monthly basis;
 - c. Limitation of total award to any individual to be six (6) months;
 - d. Those days when there is no scheduled commitment to work will not be counted as Sick leave days (i.e. holiday pay)
6. Application for extension of benefits beyond the original twenty (20) day period should be made to the Committee Chairperson no later than ten (10) working days prior to the expiration of the original period.
 7. See Application for benefits attached (Attachments B and B-1)
 8. Committee will meet upon call of the Chairperson when necessary. These meetings, excepting the meetings of the Awards Panel and the Appeals Process, shall not be on City time.
 9. Accommodation may be made for those employees who are able, under the direction of a physician, to return to work on a part-time basis.
 10. When the consultation and advice of an independent physician is sought by the City, the City will assume the expense incurred. If the City representatives on the Panel do not feel that medical consultation is necessary, the City will not assume the cost of the consultation.
 11. If, in the opinion of the Committee or the Awards Panel, it is appropriate for an applicant to consider benefits which are beyond the scope of the Bank (i.e. disability), then it shall be necessary for the applicant to produce documentation which indicates that these options have been pursued prior to the awarding of further benefits.
 12. A history of improper use of the Sick leave suggesting a pattern of absences shall be deemed an appropriate reason for denial of benefits.

**C.S.E.A.
CITY OF POUGHKEEPSIE, DUTCHESS COUNTY LOCAL #814**

APPLICATION FOR SICK LEAVE BANK MEMBERSHIP

TO: SICK BANK COMMITTEE

AS PROVIDED BY THE TERMS OF THE CONTRACT BETWEEN THE CITY OF POUGHKEEPSIE AND THE CITY OF POUGHKEEPSIE UNIT LOCAL #814 OF THE C.S.E.A., I HEREBY AUTHORIZE THE SICK BANK COMMITTEE TO DEDUCT TWO (2) SICK DAYS FROM MY ACCUMULATED SICK LEAVE. I UNDERSTAND THAT THIS CONTRIBUTION ALLOWS MY PARTICIPATION AS A NEW/CONTINUING MEMBER IN THE SICK LEAVE BANK. FURTHER, I UNDERSTAND THAT I WAIVE ANY CLAIMS TO THE SICK BANK THUS CONTRIBUTED.

Signature

Date

PLEASE PRINT:

NAME: _____

EMPLOYEE # _____

ADDRESS: _____

CITY
HOME PHONE #: _____

STATE
WORK PHONE #: _____

ZIP

CITY DEPARTMENT: _____

**** PLEASE RETURN THIS ORIGINAL AND ONE (1) COPY, WITHIN 20 WORKING DAYS AFTER YOUR FIRST ANNIVERSARY DATE, OR DURING THE OPEN ENROLLMENT PERIOD, TO:**

CITY OF POUGHKEEPSIE FINANCE DEPARTMENT
ATTN: PAYROLL DIVISION
62 CIVIC CENTER PLAZA
POUGHKEEPSIE NY 12601

ATTACHMENT A

**CIVIL SERVICE EMPLOYEES ASSOCIATION
CITY OF POUGHKEEPSIE UNIT**

DEAR APPLICANT:

THIS IS THE EMERGENCY SICK BANK APPLICATION PACKET. THE COMMITTEE WILL REVIEW YOUR APPLICATION BASED ON THE GUIDELINES SET FORTH IN THE M.O.A. BETWEEN THE CITY OF POUGHKEEPSIE AND THE C.S.E.A. AS PART OF THE GUIDELINES, YOUR USE OF SICK TIME WILL BE REVIEWED. IF YOU HAVE USED SUBSTANTIAL PERIODS OF TIME FOR A PREVIOUS ILLNESS OR MEDICAL PROBLEM, PLEASE INCLUDE THIS INFORMATION ALONG WITH THE APPLICATION.

PLEASE BE ADVISED THAT THE COMMITTEE CANNOT MAKE A DETERMINATION OF BENEFITS UNTIL ALL THE NECESSARY INFORMATION HAS BEEN COMPLETED AND RECEIVED. IF ANY REQUIRED INFORMATION IS NOT RETURNED OR IS INCOMPLETE, THERE WILL BE A DELAY IN PROCESSING YOUR APPLICATION UNTIL SUCH TIME THAT ALL INFORMATION HAS BEEN RECEIVED. THIS IS THE RESPONSIBILITY OF THE APPLICANT.

YOU MUST BE A MEMBER OF THE EMERGENCY SICK BANK (MUST HAVE DONATED 2 SICK DAYS) AND YOU MUST HAVE USED EITHER TEN (10) SICK DAYS OR, IF YOU DO NOT HAVE TEN SICK DAYS, THEN YOU MUST USE A COMBINATION OF SICK, VACATION, PERSONAL, AND/OR COMPENSATORY TIME TO ACHIEVE THE TEN (10) DAYS.

IF YOU HAVE ANY FURTHER QUESTIONS, PLEASE CONTACT EITHER THE SICK BANK CHAIRPERSON OR THE UNION PRESIDENT OR VICE PRESIDENT.

THANK YOU.

ATTACHMENT B

**CIVIL SERVICE EMPLOYEES ASSOCIATION
CITY OF POUGHKEEPSIE
REQUEST FOR BENEFITS
EMERGENCY SICK BANK**

NAME: _____ EMPLOYEE #: _____

ADDRESS: _____

_____ PHONE # _____

DEPARTMENT: _____ PHONE # _____

SUPERVISOR _____ DEPT HEAD _____

NATURE OF DISABILITY: _____

IS THIS AN INITIAL REQUEST FOR BENEFITS? _____ YES _____ NO

REQUESTED STARTING DATE: _____

ANTICIPATED DATE OF RETURN: _____

NUMBER OF DAYS REQUESTED: _____

**** PLEASE REMEMBER THAT YOU MUST USE EITHER TEN (10) SICK DAYS OR, IN THE EVENT YOU DO NOT HAVE (10) SICK DAYS, A COMBINATION OF SICK/VACATION/PERSONAL/COMPENSATORY TIME MAY BE USED TO ACHIEVE THE REQUIRED 10 DAYS. WHILE USING SICK BANK TIME, AN EMPLOYEE WILL NOT ACCRUE BENEFIT TIME (i.e. SICK DAYS, VACATION DAYS). EMPLOYEES SHALL, UPON THEIR RETURN TO WORK, ACCRUE BENEFITS TIME ON A PRO-RATED BASIS.**

RETURN REQUEST TO _____ CHAIRPERSON OR CO-CHAIR.
ATTN: C.S.E.A. CITY OF POUGHKEEPSIE UNIT, EMERGENCY SICK BANK COMMITTEE
62 CIVIC CENTER PLAZA, POUGHKEEPSIE NY 12601

ATTACHMENT B-1

APPENDIX "B-3"

**RESOLUTION
(R-01-161)**

INTRODUCED BY COUNCILMEMBER Volkman:

WHEREAS, as a result of Operation Enduring Freedom, employees of the City of Poughkeepsie who are members of the United States Armed Forces Reserves the National Guard may be called to active military duty; and

WHEREAS, the Military Law of the State of New York provides certain benefits to public employees who are called for active military duty; and

WHEREAS, the benefits conferred by the Military Law are of limited duration; and

WHEREAS, employees who are called up during the present crisis are likely to exhaust those benefits long before being allowed to return to their regular employment; and

WHEREAS, it is the intention of the City of Poughkeepsie that those employees who are so called upon to perform military service should not suffer an undue economic hardship on account of their service to the United States; and

NOW, THEREFORE,

BE IT RESOLVED, the Mayor and the City Administrator are hereby authorized to negotiate and conclude agreements with the various collective bargaining units of the City such that covered employees shall, for a period of twelve (12) months active military service during Operation Enduring Freedom, receive:

(a) compensation, subject to applicable payroll deductions, including but not limited to, any health insurance contributions, equal to the difference between the full amount of their regular salary or wages and their compensation received by virtue of their military service, including but not limited to such additions to base pay such as flight pay, overseas pay, hazardous duty pay, quarters allowances and the like, and

(b) all health insurance benefits to which the covered employees would have otherwise been entitled but for their absence due to their military service, and

(c) accrual of all vacation and sick leave credits to which the covered employees would have been entitled but for their absence due to their military service; and be it further

RESOLVED, that the City shall continue to make contributions to the New York State Retirement System account for all covered employees as required by the said Retirement System; and be it further

RESOLVED, that as used in this Resolution, the term "covered employees" shall mean all full-time employees of the City of Poughkeepsie who are entitled to military leave under the provisions of §242 of the Military Law; and be it further

RESOLVED, that the payment of the salary or wage benefit shall be paid upon request for same and after receipt of such appropriate documentation as the Finance Department may reasonably require; and be it further

RESOLVED, that the terms of the agreement authorized by this resolution may be given retroactive effect but shall be inclusive of the period of military leave benefits provided by §242 of the Military Law; and be it further

RESOLVED, that all full-time employees of the City of Poughkeepsie who are not covered by a collective bargaining agreement shall be entitled to the benefits described in this resolution subject to the terms and conditions set forth herein; and be it further

RESOLVED, that the Mayor, the City Administrator and the Commissioner of Finance be, and they hereby are authorized to do all things necessary and convenient to give full effect to the terms of this resolution.

SECONDED BY COUNCILMEMBER: Jeter-Jackson.

APPENDIX "C"

ALCOHOL/DRUG POLICY BETWEEN CITY OF POUGHKEEPSIE ("CITY") AND THE CITY OF POUGHKEEPSIE UNIT, DUTCHESS COUNTY LOCAL #814 CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000 ("CSEA")

Statement of Policy

The City and the CSEA recognize that the use, abuse and/or possession of intoxicants, including alcohol and controlled substances, in the work place constitutes a serious threat to the health and safety of members of the public and to all employees. The City and the CSEA are further aware of the special obligation of all employees of the City to refrain from the illegal use of controlled substances and the absolute right of the public to have employees perform their duties and responsibilities free from the effects of alcohol and drugs. The City and the CSEA are desirous of maintaining a safe, healthy and productive work environment for all employees and for the integrity of the City. The City and CSEA are further concerned about the effects of alcohol and drug use and abuse on employees and their families and strongly encourage employees with substance abuse problems to voluntarily come forward and seek help through an appropriate treatment program. In furtherance of this policy, the following rules and regulations are adopted regarding alcohol and drug use. Violation of the rules and regulations will impact an employee's employment may result in disciplinary action up to and including termination of employment and may include the referral for the lodging of criminal charges.

Section I: Definitions

- A. Illegal substance – Any drug or controlled substance listed in Public Health Law section 3306 (Schedules I through V), including but not limited to heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (angel dust), opium, opiates, methadone, cocaine, quaaludes, amphetamines, seconal, codeine, Phenobarbital and valium for which an employee does not have proper medical authorization.
- B. Proper medical authorization – a prescription or other writing from a licensed physician or dentist for the use of a drug in the course of medical treatment.
- C. Drug – any prescription or over the counter medication not included in Definition I (A) above.
- D. Drug use/abuse – The use, possession, distribution or sale of any illegal substance during work hours; the use of any drugs prior to reporting for work or during work hours which impairs to any degree an employee's ability to perform his/her job duties; the use of any illegal substance prior to reporting for duty

which impairs to any degree an employee's ability to perform his/her job duties, an employee who tests positive for illegal substances or drugs through a drug screening user analysis is presumed in violation of the policy pursuant to the procedure set forth in Section V below.

- E. Alcohol abuse – a reading of .04 or more alcoholic content determined by a breathalyzer test; a reading of more than .00 for employees of the bus department.

Section II: Drug/Alcohol Testing

Drug/alcohol testing shall be done at the following times:

A. City Hall Clerical/Administrative Staff (in office only), Engineering Clerical/Administrative Staff, Department of Public Works Clerical/Administrative Staff, Parks and Recreation Department Clerical/Administrative Staff, and Parking Department Clerical/Administrative Staff and Attendants.

(1) Reasonable Suspicion: If there is reasonable suspicion to believe that an employee is guilty of alcohol or drug use/abuse in violation of the policy. There is reasonable suspicion to be an employee is guilty of alcohol or drug abuse if any of the following standards is met:

(a) there is direct observation of use of an illegal substance or alcohol while on duty; there is direct observation of use of an illegal substance or alcohol at such time prior to reporting for duty that there is a reasonable belief that the employee has reported for duty under the influence of or is impaired by an illegal substance or alcohol in violation of this policy as defined in Section I above; there is direct observation of use of a drug (as defined in Section I (c))

I. POLICY STATEMENT

Poughkeepsie City Transit (sometimes referred to as the ("Bus Department") is a division of the City of Poughkeepsie Department of Public Works. The use of the term "Poughkeepsie City Transit" is meant to include, where appropriate, the branch of official of the City of Poughkeepsie government properly empowered to undertake the action described. Poughkeepsie City Transit is committed to providing a safe work environment that is free for the effects of drugs and alcohol so that it may operate and maintain transportation systems that are safe and efficient for our customers, employees, and the general public. Poughkeepsie City Transit has a policy that prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace or while on duty.

The purpose of this policy is to establish guidelines to aid in maintaining a drug and alcohol-free workplace. This will reduce the probability of accidents or incidents related to the use of drugs and misuse of alcohol by our employees, allowing Poughkeepsie City Transit to guarantee our service is delivered safely and efficiently.

Poughkeepsie City Transit is dedicated to assuring the fair and equitable application of the substance abuse policy. Managers and supervisors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any manager or supervisor who knowingly disregards the requirements of this policy or who is found to be deliberately misusing this policy in regards to subordinates will be subject to stern disciplinary action.

As a condition of employment, all employees must comply with the terms of this policy. Failure to do so will result in termination of employment.

II. INTRODUCTION

The goal of Poughkeepsie City Transit, its management, and its employees is to establish a drug and alcohol-free work environment and to remain free from the effects of drugs and alcohol in order to guarantee the health and safety of employees and the general public.

In addition, Poughkeepsie City Transit fully supports the Drug Free Workplace Act of 1988. Employees are advised that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace or while on duty status is prohibited. Violation of this rule will result in Poughkeepsie City Transit immediately suspending the employee for his/her safety sensitive position and seeking termination of employment dismissal. Any questions regarding this policy should be directed to the Assistant Superintendent of Public Works at 451-4188.

This policy has been reviewed in order to comply with all regulatory updates as of August 1, 2001 and will be in effect no later than January 1, 2002. Further, the policy will be kept current with federal regulatory changes and interpretations.

A. Safety Sensitive Employees

The Department of Transportation (DOT) and the Federal Transit Administration (FTA) require all safety sensitive employees to be tested for drugs and alcohol under the Omnibus Transportation Employee Testing Act of 1991. Therefore, participation in the drug and alcohol-testing program is a condition of employment.

As stated in the Drug Free Workplace Act of 1988, safety sensitive employees are required to notify the Assistant Superintendent of Public Works at 451-4188 of any criminal drug statute conviction for a violation occurring within the workplace within five days after such conviction. Therefore, participation in the drug and alcohol-testing program is a condition of employment.

Safety sensitive employees are defined as employees who:

- a. Operate a revenue service vehicle, even if it is not in revenue service.
- b. Operate a non-revenue service vehicle that requires a CDL.
- c. Dispatch or control movement of revenue, service vehicles.
- d. Maintain a revenue service vehicle or equipment used in revenue service (this does not apply to recipients of 5307 or 5309 that subcontract maintenance work out and operate in an area with less than 200,000 population; or an employer who subcontracts maintenance work out that receives 5311.)
- e. Maintain equipment used in revenue service.
- f. Carrying a firearm for security reasons.
- g. Supervise the above functions.

Poughkeepsie City Transit will review duties performed by all employees to determine safety sensitive status and all new job classifications will be analyzed for safety sensitive duties. All employees will be notified of their safety sensitive status at the time of hire or when transferring to a new position. Management shall include an addendum outlining which positions by title are considered safety sensitive for their location.

B. Responsibilities

All employees are prohibited at all times from using or ingesting illegal drugs or prescription drugs obtained or used without a valid medical prescription. In addition, employees must not consume alcohol while on-call, performing a safety sensitive function, four hours (8 hours in New York State) prior to performing a safety sensitive function and up to eight hours following an accident or until the employee undergoes a post-accident drug and alcohol test, whichever occurs first. Employees at all levels of the organization are responsible for ensuring adherence of this policy. Manager and supervisors will be accountable for both the application of the policy and the consistency of its enforcement. The Assistant Superintendent of Public Works or designee will be responsible for answering questions and ensuring compliance with this

policy. Poughkeepsie City Transit reserves the right to test for any of the five scheduled drugs, alcohol, or prescription drugs using recognized laboratory procedures under its own authority.

C. Confidentiality and Testing Integrity

All testing for drug use and alcohol misuse will be performed in such a manner that individual confidentiality will be protected and the integrity of the drug and alcohol testing process will be safeguarded. Poughkeepsie City Transit will ensure test results will be attributed to the correct covered employee. This will be accomplished by conducting all drug and alcohol testing in accordance with the procedures set forth in 49 CFR Parts 40 and 655 as amended. All drug test results are received and reviewed by the Medical Review Officer (MRO).

Only authorized personnel who must be involved in a case will be given information regarding test results, and then, only on a need to know basis. Test results will on be released to those authorized by the FTA rules to receive such information as outlined in 49 CFR Part 655.73.

- The employee if requested in writing.
- NTSB when investigating an accident.
- State oversight agency or the grantee required to certify compliance to FTA.
- Decision-maker in a lawsuit, grievance, or other proceeding initiated on behalf of the employee.
- Subsequent employers, if requested in writing by the employee.
- Other identified means if requested in writing by the employee.

Covered employees are entitled, upon written request, to obtain copies of other drug and alcohol testing records, provide information to dispute results, and have access to any pertinent records such as equipment calibration records and laboratory certifications.

The integrity of the drug testing process is insured through, picture identification of employees, Federal Drug Custody and Control Form with a unique specimen identification number completed by a trained collection site person who insures that the Custody and Control Form is completed correctly, signed, and certified by the donor. Then the Split Sample specimens are sealed and initiated by the donor. The integrity of the alcohol testing process is insured by picture identification of the employee, use of an approved Evidential Breath Testing Device that display and prints unique sequential numbers and is capable of producing three copies of the test results. The test is administered by a certified Breath Alcohol Technician (BAT). The BAT completes a Federal Breath Alcohol Testing form and insures that it is signed by the donor.

The role of the Medical Review Officer (MRO) is to protect the integrity of the testing process by reviewing, interpreting and verifying test results. The MRO uses the procedures set forth in 49 CFR Part 40 to review all test results, protect the integrity of the testing process and to safeguard the rights of the employee. The MRO must be a licensed physician or a Doctor of osteopathy with knowledge of drug abuse disorders.

The WorkPlace, St. Francis Hospital, Poughkeepsie, New York is the designated MRO for Poughkeepsie City Transit.

D. Contact Person

The Contact Person for this policy at Poughkeepsie City Transit is the Assistant Superintendent of Public Works for the City of Poughkeepsie, P.O. Box 300, Poughkeepsie, NY 12602; Contact numbers are: Telephone – 845-451-4188, Fax – 845-451-4103.

III. PROMOTING A DRUG AND ALCOHOL FREE WORKPLACE

A. Deterrence

All safety sensitive employees and applicants will be subject to the drug and alcohol regulations issued by the Federal government, 49 CFR Part 40 and 49 CFR Part 655. These regulations will be available for review in the Superintendent of Public Works' office during established business hours. The drug and/or alcohol tests will be administered by medical professionals or personnel trained as Breath Alcohol technicians.

1. Education and training

Poughkeepsie City Transit will provide educational material and at least 60 minutes of training to all safety sensitive employees on the effects and consequences of prohibited drug use on health, safety, the work environment, and on the signs and symptoms that may indicate prohibited drug use and alcohol misuse.

B. Prohibited Conduct

The prohibitions of this section apply wherever the interests of Poughkeepsie City Transit may be adversely affected, including anytime you are:

- On company premises;
- Conducting or performing Company business, regardless of location;
- Operating or responsible for the operation, custody, or care of Company equipment or other property; or
- Responsible for the safety of others.

1. Alcohol

The following acts are prohibited and subject to termination:

- Unauthorized use, possession, purchase, sales, manufacture, distribution, transportation, or dispensation of alcohol, in any form; or
- Being under the influence of alcohol, in any form.

2. Illegal Drugs

The following acts are prohibited and subject to termination:

- Use, possession, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or

- Being under the influence of any drug or other controlled substances.

3. Legal Drugs

The following acts are prohibited and subject to termination:

- Abuse of any legal drug;
- Purchase, sales, manufacture, distribution, transportation, dispensation, or possession of any legal drug in a manner inconsistent with law; or
- Working while *impaired* by the use of a legal drug *whenever* such impairment might:
 - a. Endanger your safety or the safety of any other person;
 - b. Pose a risk of significant damage to Company property; or
 - c. Substantially interfere with your job performance or the efficient operation of the Company's business.

IV. DRUG AND ALCOHOL TESTING PROCEDURES

A. Drug Procedures

The drug testing regulations require a urine test for the following five drugs: Marijuana, Cocaine, Opiates, Amphetamines, and PCP. The urine specimen must be a split sample. The specimen is shipped to a Department of Health and Human Services (DHHS) certified laboratory for testing. The test result is then forwarded to a Medical Review Officer (MRO). An MRO is an authorized licensed physician (medical doctor or doctor of osteopathy) who receives laboratory drug results and who has knowledge of substances abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive result together with their medical history or other relevant biomedical information. The City of Poughkeepsie has entered into an agreement with the Workplace to provide a DHHS certified lab and will ensure all urine specimen testing is done in accordance with the procedures set forth in 49 CFR Part 40.

B. Alcohol Procedures

The alcohol testing regulations requires breath testing through the use of an evidential breath-testing device for verification of a positive screen. A breath alcohol technician must perform the test. If the initial test indicates an alcohol concentration of .02 or greater, a second confirmation test must be conducted using the evidential breath testing device. If the confirmed test is more than .02 but less than .04, the employee must be removed from duty for 8 hours. If the confirmation test indicates an alcohol concentration of .04 or greater, the test will be considered a positive alcohol test. Testing for alcohol may be conducted just before, during, or just after performing a safety sensitive function.

V. TYPES OF TESTS

A. Pre-Employment

As a condition of employment, all applicants consider for employment with Poughkeepsie City Transit will be required to submit to drug testing. This includes established employees who are transferring from a non-safety sensitive position into a safety sensitive position or a covered safety sensitive employee who has been out of the random lottery pool for longer than ninety (90) days regardless of the reason(s) for absence. Applicants will be notified of this requirement during the interview process and the test will be given as part of the pre-employment physical. If a pre-employment drug screen is cancelled, the applicant must retake the test and have a confirmed negative result before performing safety sensitive duties. Further, if a covered employee or applicant has previously failed a pre-employment drug screen, the employee must be present the employer proof of successfully having completed a referral, evaluation and treatment plan as described in CFR 49 Part 655.62.

If otherwise qualified, an individual with permanent or long term disabilities that directly render them unable to provide an adequate urine specimen will be able to perform safety sensitive duties despite their inability to provide urine during the pre-employment test. The MRO will determine long-term inability to provide urine by medical examination and consultation with the employee's physician.

B. Reasonable Suspicion

Reasonable suspicion testing is required when one trained supervisor can articulate and substantiate physical, behavioral or performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech, or body odors of covered safety sensitive employees. When possible, the supervisor making the observation shall seek out another trained supervisor to corroborate the observation. The supervisor(s) making the reasonable suspicion determination may not act as the BAT or as the STT for that test. No employee shall be returned to a safety sensitive position after a reasonable suspicion determination has been made until such time as the test results are returned and confirmed negative.

C. Random

All employees who are classified as safety sensitive employees will be subject to drug and alcohol screening on an unannounced and random basis. Employees will be notified as to their safety sensitive status at the time of hire or any time their safety sensitive status changes. A computer-generated program will randomly select employees. There is no discretion on the part of management or operations in the selection and notification of individuals for testing. When a covered employee is notified of selection for random testing they must report to collection site immediately. The annual random drug-testing rate, which is subject to change, is 50% of the safety sensitive employees and the alcohol-testing rate is 10% of the safety sensitive employees. Poughkeepsie City Transit reserves the right to exceed these minimum-testing rates under its own authority.

D. Post-Accident

Post accident testing is required in the following situations. An accident or incident involving a transit vehicle which results in a:

- Fatality
- One or more individuals receive injuries requiring immediate transport to a medical treatment facility.
- One or more vehicles receives disabling damage (damage which precludes the departure of a motor vehicle from the scene of an accident in its usual manner in daylight after simple repair).

When there is a fatality, all surviving covered employees operating the transit vehicle at the time of the accident must be tested. Additionally, all other covered employees whose performance could have contributed to the accident (i.e. maintenance personnel, dispatchers, etc.) must be tested as well.

If an employee can be immediately discounted, based on the best information available at the time of the decision, as a contributing factor in a non-fatal accident, they do not have to be tested. The reason for discounting an employee as a contributing factor must be documented. All other safety sensitive employees not involved with the accident, but whose function could have contributed to the accident must be tested.

The drug and alcohol screen must be conducted as soon as possible and not more than 32 hours after the accident for drugs and not more than 8 hours for alcohol. FTA prefers that drug and alcohol testing is conducted within two hours of an accident. Additionally, FTA requires a written explanation for not testing within two hours of an accident. During this time period, the employee must remain readily available for testing, which means the employer must know the location of the safety-sensitive employee. Failure to remain readily available for post-accident testing will be considered a test refusal.

The results of blood, urine, or breath tests conducted by Federal, State, or local officials shall be considered to meet the requirements of this section, provided such test conforms to the applicable Federal, State, or local testing requirements, and that the test results are obtained by the employer.

Poughkeepsie City Transit reserves the right to test employees after all accidents under its own authority.

E. Return to Duty/Follow-up Testing

Poughkeepsie City Transit is a zero or no tolerance company. Therefore, it is the policy of Poughkeepsie City Transit to suspend and seek termination of employment of safety sensitive employees who test positive for drugs or alcohol.

F. Confirmation of a Positive Drug and/or Alcohol Screen

1. Drugs

The initial screen of a urine specimen will be done with an immunoassay. Initial cutoff levels that would trigger a confirmatory test are listed in the table below. All specimen identified as positive on the initial screen shall be confirmed using gas chromatograph/mass spectrometry

(GC/MS) techniques. The threshold levels for a positive confirmatory test are also listed in the table below

The Medical Review Officer (MRO) will review all positive drug test result as from the laboratory and will determine if the employee received a positive or negative drug test result.

As a result of a positive drug test result, the applicant/employee will be given the opportunity to discuss the test results with the MRO before the final result is forwarded to Poughkeepsie City Transit. If the applicant/employee fails to keep his/her appointment with the MRO, the test will be considered positive and appropriate action will be taken.

Request for a Retest. As a result of a positive drug test, the employee may request in writing a retest of split sample within 72 hours of being notified by the MRO or designee. Poughkeepsie City Transit may require that the employee pay for any retest.

**Minimum Thresholds for Drug Test Positives
49 CFR Part 40.87**

Spectrometry)	Initial Test (Immunoassay)	Confirmatory Test (Gas Chromatography Mass
	Cut-off Level	Cut-off Level
Marijuana Metabolite (s)	50 ng/ml	15 ng/ml
Cocaine Metabolite (2)	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	-
Morphine	-	2000 ng/ml
Codeine	-	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Amphetamines	1000 ng/ml	-
Amphetamines	-	500 ng/ml
Methamphetamine (3)	(1) Delta 9-tetrahydrocannabinol-9 Carboxylic acid (2) Benzoyllecgonine (3) Specimen must also include amphetamine at a Concentration greater than or equal to 200 ng/ml.	

2. Alcohol

The Breath Alcohol Technician will conduct an initial screening test and then a confirmation test if necessary.

If an employee has confirmed alcohol concentration of .02 or greater but less than .04, the employee must be removed from his/her position for 8 hours. Poughkeepsie City Transit will suspend and seek termination of the employee upon receiving a positive confirmation test.

If an employee has a confirmed alcohol concentration of .04 or greater, it shall be considered a positive test for alcohol.

VI. POUGHKEEPSIE CITY TRANSIT POLICY ENFORCEMENT

A. Pre-Employment Testing

Any applicant who tests positive for drugs will not be eligible for hire. Poughkeepsie City Transit will suspend and seek termination of employees testing positive for drugs upon returning to duty from a leave or absence.

B. Reasonable Suspicion Testing

Any employee who tests positive for drugs and/or alcohol for reasonable suspicion will be immediately suspended from his/her safety sensitive position and Poughkeepsie City Transit will seek termination of employment.

C. Random Testing

Any employee who tests positive for drugs and/or alcohol for random testing will be immediately suspended from his/her safety sensitive position and Poughkeepsie City Transit will seek termination of employment.

D. Post-Accident Testing

Any employee involved in an accident who test positive for drugs and/or alcohol will be immediately suspended from their safety sensitive position and Poughkeepsie City Transit will seek termination of employment, regardless of the preventability of the accident. Further, no employee shall be allowed to function in a safety sensitive role following post-accident testing until such time that the results are returned and confirmed negative.

E. Return to Duty/Follow-Up Testing

Poughkeepsie City Transit is a zero tolerance company. Employees who test positive for drugs and alcohol will be suspended from their safety sensitive position and Poughkeepsie City Transit will seek termination of their employment.

F. Refusal to Take Test

A refusal to submit to a drug and/or alcohol test will constitute a verified position test result and the employee will be suspended and termination of employment will be sought. Behavior that will constitute a test refusal includes but is not limited to the following:

- Verbal or written refusal to take test.

- Inability to provide sufficient quantities of breath or urine without a valid medical explanation. A physician must provide a written conclusion that the employee's inability to provide a urine or breath specimen has no medical cause.
- Conduct which prevents the completion of a required drug or alcohol test.
- Tampering with or attempting to adulterate the specimen or collection procedure.
- Failure to arrive at the collection site at all or in a timely manner.
- Failure to remain readily available following an accident.

G. Test Tampering and/or Non-Compliance

Where it has been determined that an employee has tampered with his/her urine or fails to complete any step in the drug or alcohol testing process, the employee will be suspended and termination of employment will be sought.

H. Substance Abuse Professional

An employee or applicant who received a verified positive drug and/or alcohol test, will be referred to and given the opportunity to be evaluated by a SAP (Substance Abuse Professional), who shall determine if the employee is in need of assistance in resolving problems and associated with prohibited drug use or alcohol misuse. Poughkeepsie City Transit will verify that all individuals identified to provide services as a SAP will be licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor and has knowledge will be required to follow the procedures as set forth in 49 CFR Part 40. Treatment will be at the individuals' expense.

Prior to employment for applicants who have been identified through pre-employment investigation as having tested positive for either drugs or alcohol during the employ of another employer who was subject to DOT's drug/alcohol testing regulations, shall produce evidence of having successfully completed a SAP evaluation in accordance with applicable regulations, and shall be subject to follow-up testing.

Employee Assistance Program Local Contact Information

VII. FACT SHEETS

Alcohol Fact Sheet

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreation beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical

and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6 ounces glass]) over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic")
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol related).

2001

Social Issues

- ❖ Two-thirds of all homicides are committed by people who drink prior to the crime.
- ❖ Two to three percent of the driving populations is legally drunk at any one time. This rate is doubled at night and on weekends.
- ❖ Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.

- ❖ The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- ❖ Forty percent of family court cases are alcohol problem related.
- ❖ Alcoholics are 15 times more likely to commit suicide than are other segments of population.
- ❖ More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll

- ❖ 24,000 people will die on the highway due to the legally impaired driver.
- ❖ 12,000 more will die on the highway due to the alcohol-affected driver.
- ❖ 15,800 will die in non-highway accidents.
- ❖ 30,000 will die due to alcohol-caused liver disease.
- ❖ 10,000 will die due to alcohol-induced brain disease or suicide.
- ❖ Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- ❖ It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- ❖ A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

2001 Amphetamine Fact Sheet

Amphetamines are central nervous system stimulants that speed up the mind and body. The physical sense of energy at lower doses and the mental exhilaration at higher doses are the reasons for their abuse. Although widely prescribed at one time for weight reduction and mood elevation, the legal use of amphetamines is now limited to a very narrow range of medical conditions. Most amphetamines that are abused are illegally manufactured in foreign countries and smuggled into the U.S. or clandestinely manufactured in crude laboratories.

Description

- ❖ Amphetamine is sold in counterfeit capsules or as white, flat, double-scored “mini-bennies.” It is usually taken by mouth.
- ❖ Methamphetamines is often sold as a creamy white and granular powder or in lumps and is packaged in aluminum foil wraps or sealable plastic bags. Methamphetamine may be taken orally, injected, or snorted into the nose.
- ❖ Trade/street names include Biphphetamine, Delcobese, Desotyn, Dexedrine, Chetrol, Ritalin, Speed, Meth, Crank, Crystal, Monster, Black Beauties, and Rits.

Signs and Symptoms of Use

- ❖ Hyper excitability, restlessness
- ❖ Dilated pupils
- ❖ Increased heart rate and blood pressure
- ❖ Heart palpitations and irregular beats
- ❖ Profuse sweating
- ❖ Rapid respiration
- ❖ Confusion
- ❖ Panic
- ❖ Talkativeness
- ❖ Inability to concentrate
- ❖ Heightened aggressive behavior

Health Effects

- ❖ Regular use produces strong psychological dependence and increasing tolerance to drug.
- ❖ High doses may cause toxic psychosis resembling schizophrenia.
- ❖ Intoxication may induce a heart attack or stroke due to spiking of blood pressure.
- ❖ Chronic use may cause heart and brain damage due to severe constriction of capillary blood vessels.
- ❖ The euphoric stimulation increases impulsive and risk-taking behaviors, including bizarre and violent acts.
- ❖ Withdrawal from the drug may result in severe physical and mental depression.

Workplace Issues

- ❖ Since amphetamines alleviate the sensation of fatigue, they may be abused to increase alertness because of unusual overtime demands or failure to get rest.

Low-dose amphetamine use will cause a short-term improvement in mental and physical functioning. With greater use of increasing fatigue, the effect reverses and has an impairing effect. Hangover effect is characterized by physical fatigue and depression, which may make operation of equipment or vehicles dangerous.

2001

Cocaine Fact Sheet

Cocaine is used medically as a local anesthetic. It is abused as a powerful physical and mental stimulant. The entire central nervous system is energized. Muscles are more tense, the heart beats faster and stronger, and the body burns more energy. The brain experiences and exhilaration caused by a large release of neurohormones associated with mood elevation.

Description

- ❖ The source of cocaine is the coca bush, grown almost exclusively in the mountainous regions of northern South America.
- ❖ Cocaine Hydrochloride – “Snorting coke” is a white to creamy granular or lumpy powder that is chopped into a fine powder before use. It is snorted into the nose, rubbed on the gums, or injected in veins. The effect is felt within minutes and lasts 40 to 50 minutes per “line” (about 60 to 90 milligrams). Common paraphernalia include a single-edged razor blade and a small mirror or piece of smooth metal, a half straw or metal tube, and a small screw cap vial or folded paper packet containing the cocaine.
- ❖ Cocaine Base – A small crystalline rock about the size of a small pebble. It boils at a low temperature, is not soluble to water, and is up to 90 percent pure. It is heated in a glass pipe and the vapor is inhaled. The effect is felt within seven seconds. Common paraphernalia includes a “crack pipe” (a small glass smoking device for vaporizing the crack crystal) and a lighter, alcohol lamp, or small butane torch for heating.
- ❖ Trade/street names include Coke, Rock, Crack, Free-base, Flake, Snow, Smoke and Blow.

Signs and Symptoms of Use

- ❖ Financial Problems
- ❖ Frequent and extended absences from meetings or work assignment
- ❖ Increased physical activity and fatigue
- ❖ Isolation and withdrawal from friends and normal activities
- ❖ Secretive behavior, frequent nonbusiness visitors, delivered packages, phone calls
- ❖ Unusual defensiveness, anxiety agitation
- ❖ Wide mood swings
- ❖ Runny or irritated nose
- ❖ Difficulty in concentration
- ❖ Dilated pupils and visual impairment

- ❖ Restlessness
- ❖ Fornication (sensation of bugs crawling on skin)
- ❖ High blood pressure, heart palpitations, and irregular rhythm
- ❖ Hallucinations
- ❖ Hyperexcitability and overreaction to stimulus
- ❖ Insomnia
- ❖ Paranoia and Hallucinations
- ❖ Profuse sweating and dry mouth
- ❖ Talkativeness

Health Effects

- ❖ Research suggests that regular cocaine use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing irreparable damage to critical nerve cells. The onset of nervous system illnesses such as Parkinson's disease could also occur.
- ❖ Cocaine use causes the heart to beat faster and harder and rapidly increases blood pressure. In addition, cocaine causes spasms of blood vessels in the brain and heart. Both effects lead to ruptured vessels causing strokes or heart attacks.
- ❖ Treatment success rates are lower than for other chemical dependencies.
- ❖ Cocaine is extremely dangerous when taken with depressant drugs. Death due to overdose is rapid. The fatal effects of an overdose are not usually reversible by medical intervention. The number of cocaine overdose deaths has tripled in the last four years.
- ❖ Cocaine overdose was the second most common drug emergency in 1986 – up from 11th place in 1980.

Workplace Issues

- ❖ Extreme mood and energy swings create instability. Sudden noises can cause an violent reaction.
- ❖ Lapses in attention and ignoring warning signals greatly increase the potential for accidents.
- ❖ The high cost of cocaine frequently leads to workplace theft and/or dealing.
- ❖ A developing paranoia and withdrawal create unpredictable and sometimes violent behavior.

- ❖ Work performance is characterized by forgetfulness, absenteeism, tardiness, and missed assignments.

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Cannabinoids (Marijuana) Fact Sheet

Marijuana is one of the most misunderstood and underestimated drugs of abuse. People use marijuana for the mildly tranquilizing and mood- and perception-altering effects it produces.

Description

- ❖ Usually sold in plastic sandwich bags, leaf marijuana will range in color from green to light tan. The leaves are usually dry and broken into small pieces. The seeds are oval with one slightly pointed end. Less prevalent, hashish is a compressed, sometimes war like substance ranging in color from pale yellow to black. It is usually sold in small chunks wrapped in aluminum foil. It may also be sold in an oily liquid.
- ❖ Marijuana has a distinctly pungent aroma resembling a combination of sweet alfalfa and incense.
- ❖ Cigarette papers, roach clip holders, and small pipes made of bone, brass or glass are commonly found. Smoking "bongs" (large bore pipes for inhaling large volumes of smoke) can easily be made from soft drink cans and toilet paper rolls.
- ❖ Trade/street names include Marinol, THC, Pot, Grass, Joint, Reefer, Acapulco Gold, Sinsemilla, Thai Sticks, Hash, and Hash Oil.

Signs and Symptoms of Use

- ❖ Reddened eyes (often masked by eye drops)
- ❖ Slowed speech
- ❖ Distinctive odor on clothing
- ❖ Lackadaisical "I don't care" attitude
- ❖ Chronic fatigue and lack of motivation
- ❖ Irritating cough, chronic sore throat.

Health Effects

General

- ❖ When marijuana is smoked, it is irritating to the lungs. Chronic smoking causes emphysema-like conditions.
- ❖ One joint causes the heart to race and be overworked. People with undiagnosed heart conditions are at risk.

- ❖ Marijuana is commonly contaminated with the fungus *Aspergillus*, which can cause serious respiratory tract and sinus infections.
- ❖ Marijuana smoking lowers the body's immune system response, making users more susceptible to infection. The U.S. government is actively researching a possible connection between marijuana smoking and the activation of AIDS in positive human immunodeficiency virus (HIV) carriers.

Pregnancy Problems and Birth Defects

- ❖ The active chemical, tetrahydrocannabinol (THC), and 60 other related chemical is marijuana concentrate in the ovaries and tests.
- ❖ Chronic smoking of marijuana in males causes a decrease in sex hormone, testosterone, and an increase in estrogen, the female sex hormone. The result in a decrease in sperm count, which can lead to a temporary sterility. Occasionally, the onset of female sex characteristics including breast development occurs in heavy users.
- ❖ Chronic smoking of marijuana in females causes a decrease in fertility and an increase in testosterone.
- ❖ Pregnant women who are chronic marijuana smokers have a higher than normal incidence of stillborn births, early termination of pregnancy, and a higher infant mortality rate during the first few days of life.
- ❖ In test animals, THC causes birth defects, including malformations of the brain, spinal cord, forelimbs, and liver and water on the brain and spine.
- ❖ Offspring of test animals who were exposed to marijuana have fewer chromosomes than normal, causing gross birth defects or death of the fetus. Pediatricians and surgeons are concluding that the use of marijuana by either or both parents, especially during pregnancy, leads to specific birth defects of the infant's feet and hands.
- ❖ One of the most common effects of prenatal cannabinoid exposure is underweight newborn babies.
- ❖ Fetal exposure may decrease visual functioning and causes other ophthalmic problems.

Mental Function

- ❖ Regular use can cause the following effects:
- ❖ Delayed decision-making

- ❖ Diminished concentration
- ❖ Impaired short-term memory, interfering with learning
- ❖ Impaired signal detection (ability to detect a brief flash of light), a risk for users who are operating machinery
- ❖ Impaired tracking (the ability to detect a brief flash of light), a risk for users who are operating machinery
- ❖ Erratic cognitive function
- ❖ Distortions in time estimation
- ❖ Long-term negative effects on mental function known as “acute brain syndrome”, which is characterized by disorders in memory, cognitive function, sleep patterns, and physical condition.

Acute Effects

- ❖ Aggressive urges
- ❖ Anxiety
- ❖ Confusion
- ❖ Fearfulness
- ❖ Hallucinations
- ❖ Heavy sedation
- ❖ Immobility
- ❖ Mental dependency
- ❖ Panic
- ❖ Paranoid reaction
- ❖ Unpleasant distortions in body image.

Workplace Issues

- ❖ The active chemical, THC, stores in body fat and slowly releases over time. Marijuana smoking has a long-term effect on performance.
- ❖ A 500 to 800 percent increase in THC concentration in the past several years makes smoking three to five joints a week today equivalent to 15 to 40 joints a week in 1978.

- ❖ Combining alcohol or other depressant drugs and marijuana can produce a multiplied effects, increasing the impairing effect to both the depressant and marijuana.

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Opiates (Narcotics) Fact Sheet

Opiates (also called narcotics) are drugs that alleviate pain, depress body functions and reactions, and, when taken in large doses, cause a strong euphoric feeling.

Description

- ❖ Natural and natural derivatives – opium, morphine, codeine, and heroin
- ❖ Synthetics – meperidine (Demerol), oxymorphone (Numorphan), and oxycodone (Percodan)
- ❖ May be taken in pill form, smoked, or injected, depending upon the type of narcotic used.
- ❖ Trade/street names include Smack, Horse, Emma, Big D, Dollies, Juice, Syrup, and China White.

Signs and Symptoms of Use

- ❖ Mood changes
- ❖ Impaired mental functioning and alertness
- ❖ Constricted pupils
- ❖ Depression and apathy
- ❖ Impaired coordination
- ❖ Physical fatigue and drowsiness
- ❖ Nausea, vomiting, and constipation
- ❖ Impaired respiration.

Health Effects

- ❖ IV needle users have a high risk for contracting hepatitis and AIDS due to the sharing of needles.
- ❖ Narcotics increase pain tolerance. As a result, people could more severely injure themselves or fail to seek medical attention after an accident due to lack of pain sensitivity.
- ❖ Narcotics' effects are multiplied when used in combination with other depressant drugs and alcohol, causing increased risk for an overdose.

Social Issues

- ❖ There are over 500,000 heroin addicts in the U.S., most of who are IV users.
- ❖ An even greater number of medicinal narcotic- dependent persons obtain their narcotics through prescriptions.
- ❖ Because of tolerance, there is an ever-increasing need for more narcotic to produce the same effect.
- ❖ Strong mental and physical dependency occurs.
- ❖ The combination of tolerance and dependency creates an increasing financial burden for the user. Costs for heroin can reach hundreds of dollars a day.

Workplace Issues

- ❖ Unwanted side effects such as nausea, vomiting, dizziness, mental clouding, and drowsiness place the legitimate user and abuser at higher risk for an accident.
- ❖ Narcotics have a legitimate medical use in alleviating pain. Workplace use may cause impairment of physical and mental functions.

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Phencyclidine (PCP) Fact Sheet

Phencyclidine (PCP) was originally developed as an anesthetic, but the adverse side effects prevented its use except as a large animal tranquilizer. Phencyclidine acts as both a depressant and a hallucinogen, and sometimes as a stimulant. It is based primarily for its variety of mood-altering effects. Low doses produce sedation and euphoric mood changes. The mood can change rapidly from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare with the eyelids half closed. Sudden noises or physical shocks may cause a "freak out" in which the person has abnormal strength, extremely violent behavior and an inability to speak or comprehend communication.

Description

- ❖ PCP is sold as a creamy, granular powder and is often packaged in one-inch square aluminum foil or folded paper "packets".
- ❖ It may be mixed with marijuana or tobacco and smoked. It is sometimes combined with procaine, a local anesthetic, and sold as imitation cocaine.
- ❖ Trade/street names include Angel Dust, Dust, and Hog.

Signs and Symptoms of Use

- ❖ Impaired coordination
- ❖ Severe confusion and agitation
- ❖ Extreme mood shifts
- ❖ Muscle rigidity
- ❖ Nystagmus (jerky eye movements)
- ❖ Dilated pupils
- ❖ Profuse sweating
- ❖ Rapid heartbeat
- ❖ Dizziness

Health Effects

- ❖ The potential for accidents and overdose emergencies are high due to the extreme mental effects combined with the anesthetic effect on the body.

- ❖ PCP is potentiated by other depressant drugs, including alcohol, increasing the likelihood of an overdose reaction.
- ❖ Misdiagnosing the hallucination as LSD induced, and then treating with Thorazine, can cause a fatal reaction.
- ❖ Use can cause irreversible memory loss, personality changes, and thought disorders.
- ❖ There are four phases to PCP abuse. The first phase is acute toxicity. It can last up to three days and can include combativeness, catatonia, convulsions, and coma. Distortions of size, shape and distance perception are common. The second phase, which does not always follow the first, is a toxic psychosis. Users may experience visual and auditory delusions, paranoia, and agitation. The third phase is a drug-induced schizophrenia that may last a month or longer. The fourth phase is PCP-induced depression. Suicidal tendencies and mental dysfunction can last for months.

Workplace Issues

- ❖ PCP abuse is less common today than in recent years. It is also not generally used in a woevere disorientation that occurs.