

**COMMON COUNCIL  
REVISED AGENDA  
SPECIAL MEETING  
June 29, 2015  
5:30 P.M.**

**FIRST READING  
ORDINANCE :**

1. Communication from the Mayor in relation to approving and ratifying the June 18, 2015 Stipulation of Agreement between the City of White Plains and the Police Benevolent Association of the City of White Plains, Inc. which extends the collective bargaining agreement that expired on June 30, 2012 for a period of six years.
2. Ordinance of the Common Council of the City of White Plains approving and ratifying the June 18, 2015 Stipulation of Agreement between the negotiating representatives of the City of White Plains, and the Police Benevolent Association of the City of White Plains, Inc., authorizing the Mayor to direct the Budget Director to transfer the necessary funds and the Commissioner of Finance to start payments under the agreement, and authorizing the Mayor to enter into a collective bargaining agreement containing the terms of the agreement.

**DISCUSSION:**

3. Legislation in relation to the proposed discontinuance of a portion of Hathaway Lane between Ridgeway and Gedney Esplanade pursuant to Section 152 of the White Plains Charter and Section 29 of the General City Law and legislation in relation to the application submitted by the French American School of New York (FASNY) for a Special Permit for a "private elementary and secondary school," at 400 Ridgeway on a site containing environmentally sensitive features as defined by Chapter 3-5 of the White Plains Municipal Code; and a Special Permit for the accessory tennis court and basketball court structures thereon.
4. Capital Projects:
  - Rolling Stock Acquisition Heavy Duty Vehicles 2015-2016 and Rolling Stock Acquisition Heavy Duty Vehicles 2015-2016
  - City Hall Rehabilitation-Steam Pipe
  - Library Interior Renovations-First Floor
5. Library Plaza Surface Design temporary repairs authorization legislation
6. Scoping Document -"The Collection"- 60-96 Westchester Avenue
7. Proposed Municipal Code provisions regarding Cabarets and entry fees



"THE BIRTHPLACE OF THE STATE OF NEW YORK"  
OFFICE OF THE MAYOR

THOMAS M. ROACH  
MAYOR

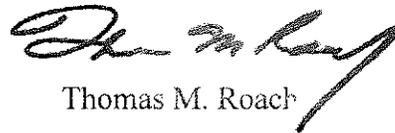
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TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL

In accordance with the authority granted to the Mayor as Chief Executive Officer under the Taylor Law, Civil Service Law § 200 et seq., representatives of the City have conducted negotiations for a new labor contract with the Police Benevolent Association of the City of White Plains, Inc. As a result of these negotiations, the parties have entered into a stipulation of agreement, which extends the collective bargaining agreement that expired on June 30, 2012 for a period of six years.

Submitted herewith for your approval is an ordinance approving and ratifying the aforementioned stipulation of agreement.

Sincerely,



Thomas M. Roach

June 25, 2015

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AN ORDINANCE APPROVING AND RATIFYING THE JUNE 18, 2015 STIPULATION OF AGREEMENT BETWEEN THE NEGOTIATING REPRESENTATIVES OF THE CITY OF WHITE PLAINS AND THE POLICE BENEVOLENT ASSOCIATION OF THE CITY OF WHITE PLAINS, INC., AUTHORIZING THE MAYOR TO DIRECT THE BUDGET DIRECTOR TO TRANSFER THE NECESSARY FUNDS AND THE COMMISSIONER OF FINANCE TO START PAYMENTS UNDER THE AGREEMENT, AND AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT CONTAINING THE TERMS OF THE AGREEMENT.

**WHEREAS**, representatives of the City of White Plains (the “City”), and the Police Benevolent Association of the City of White Plains, Inc. (the “PBA”), have reached a tentative agreement to extend the prior collective bargaining agreement between the City and the PBA, which covered the period July 1, 2010 through June 30, 2012, upon the same terms and conditions except as specifically modified in the June 18, 2015 Stipulation of Agreement entered into between the negotiating representatives of the City and PBA, for a period of six years from July 1, 2012, up to and including June 30, 2018; and

**WHEREAS**, The PBA, by a majority vote of the membership, ratified the tentative Agreement; and

**WHEREAS**, the spirit of the Agreement calls for the City to implement the terms of the Agreement as soon as possible.

**NOW, THEREFORE**, the Common Council of the City of White Plains hereby ordains and enacts as follows:

**Section 1.** The Stipulation of Agreement entered into June 18, 2015, by and between the representatives of the City and the PBA, and set forth below, is hereby ratified and approved by the Common Council:

STIPULATION OF AGREEMENT made and entered into this 18th day of June 2015 ("the 2012-2018 Agreement"), by and between the negotiating representatives for the City of White Plains and the Police Benevolent Association of the City of White Plains, Inc. ("the PBA").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor collective bargaining agreement to the one that expired on June 30, 2012; and,

WHEREAS, the parties have arrived at a tentative agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the PBA's membership by no later than midnight on Thursday, June 25, 2015, and ratification and approval by the Common Council.
2. The respective negotiating committees' representatives agree to recommend this Stipulation for ratification/approval.
3. A copy of this original document has been furnished to representatives of the City and the PBA.
4. All proposals not covered herein made by either party during the course of the negotiations will be deemed dropped.
5. The City will prepare and send to the PBA a draft of the new collective negotiations agreement within 30 calendar days from the date on which the 2012-2018 Agreement is fully executed and approved. This draft will incorporate the provisions of the 2012-2018 Agreement as well as non-substantive, housekeeping-type edits. Within 14 calendar

days of its receipt of the draft, the PBA will either advise the City that the draft is acceptable, in which case the City will prepare a ready for signature version of the draft within seven calendar days of its receipt of that notification, or the PBA will provide the City with a list of specific objections to the draft and its specific proposed resolution of same. In the latter event, the City will respond in writing to the PBA and, within seven calendar days of its receipt of the PBA's response, either prepare a ready for signature version of the draft incorporating the PBA's response or advise the PBA to immediately file a demand to arbitrate the remaining wording dispute(s), which the PBA will do within seven calendar days of its receipt of the City's response. The selected arbitrator will have jurisdiction only to decide which party's proposed language regarding a particular objection best codifies the parties' intent as articulated in the 2012-2018 Agreement.

6. Section 9(A) (Wages). For all employees hired before June 30, 2015: Effective July 1, 2012, each step on the salary schedule will be increased by 2%. Effective July 1, 2013, each step on the salary schedule will be increased by an additional 2%. Effective July 1, 2014, each step on the salary scheduled will be increased by an additional 2%. Effective July 1, 2015, each step on the salary scheduled will be increased by an additional 2%. Effective July 1, 2016, each step on the salary scheduled will be increased by an additional 2.25%. Effective July 1, 2017, each step on the salary scheduled will be increased by an additional 2.5%.

7. Section 9(A) (Wages). The salary schedule for all employees hired on or after July 1, 2015 is attached as Appendix "A."

8. Section 9(F) (Longevity). Employees hired on or after July 1, 2015, will receive, in addition to their regular salary, longevity payments of 3% + \$350 at 10 years of service on the force and 4% + \$350 at 15 years, but payment will begin as of July 1st of each year following eligibility.

9. Section 11(C) (Hospitalization). Effective upon the complete ratification and approval of the 2012-2018 Agreement, delete and replace with:

“The City shall continue to contribute one hundred (100%) percent of the cost of family coverage under the “N.Y.S. Empire Health Insurance Program” as presently provided, except that employees hired after June 28, 1991 and on or before the complete ratification and approval of the 2012-2018 Agreement shall be required to pay twenty-five (25%) percent of the cost of their health insurance premiums for the first five (5) years of service with the City.

For employees hired after the complete ratification and approval of the 2012-2018 Agreement, the City shall contribute 85% of the premium charged by the New York State Empire Health Insurance Program toward the cost of providing individual or family coverage under any of the health insurance programs the City makes available to its employees.”

10. Section 11(D) (Retiree Health Insurance). Amend to read as follows:

“(1) Retiree Health Insurance.

(a) Employees hired on or after July 1, 1995 and on or before the complete ratification and approval of the 2012-2018 Agreement, who are otherwise eligible to receive health insurance benefits in retirement from the City, shall continue to be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the

employee at the time of retirement and to have the City contribute the appropriate percentage of premiums charged by the New York State Empire Health Insurance Program under any of the health insurance programs the City makes available to its employees, pursuant to the following schedule:

<u>COMPLETED YEARS OF CITY SERVICE</u>	<u>CITY CONTRIBUTION</u>
20 OR MORE	100% (individual/family)
15-19	80% (individual/family)
10-15	50% (individual) 35% (family)
LESS THAN 10	0%

(b) Employees hired after the complete ratification and approval of the 2012-2018 Agreement, who are otherwise eligible to receive health insurance benefits in retirement from the City, shall continue to be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute the appropriate percentage of premiums charged by the New York State Empire Health Insurance Program under any of the health insurance programs the City makes available to its employees, pursuant to the following schedule:

<u>COMPLETED YEARS OF CITY SERVICE</u>	<u>CITY CONTRIBUTION</u>
20 OR MORE	85% (individual/family)
15-19	65% (individual/family)
10-15	50% (individual)

35% (family)

LESS THAN 10

0%

(c) The City shall waive the 20 year service requirement in the case of any employee who is eligible for, retires and receives benefits pursuant to RSSL Section 363 (accidental) or RSSL Section 363-c (performance of duty)."

11. Section 11(D) (Retiree Health Insurance). Add: "Employees hired before July 1, 1995, who retire on or after July 1, 2015 and who are otherwise eligible to receive health insurance benefits in retirement from the City, shall continue to be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute 100% of the appropriate percentage of premiums charged by the New York State Empire Health Insurance Program under any of the health insurance programs the City makes available to its employees."

12. Section 11(E) (Health Insurance Declination Bonus). Add: "Effective upon the complete ratification and approval of the 2012-2018 Agreement, any employee who is not then participating in the health insurance buyback program and who subsequently chooses to participate will be paid the following dollar amounts instead of 40% of the premium savings if the employee maintains the waiver (remains out) for a full year:

Individual - \$1,500

Individual and Spouse - \$1,650

Family - \$3,200

Employees participating in the buyback program as of the date on which the 2012-2018 Agreement is completely ratified and approved shall continue to receive the current rate.”

13. Section 11(E)(1st ¶) (Health Insurance Declination Bonus). Effective upon the complete ratification and approval of the 2012-2018 Agreement, at the end of the paragraph, add: “For plan years beginning on or after January 1, 2016, to be eligible for the health insurance declination bonus, the employee must certify that he or she has health insurance through another source other than through the City or the “N.Y.S. Empire Health Insurance Program. For the period of July 1, 2015 through December 31, 2015, an employee opting out of the City’s health insurance program will be entitled to one-half of the health insurance declination bonus.”

14. Section 11(E)(3rd ¶) (Health Insurance Declination Bonus). Effective upon the complete ratification and approval of the 2012-2018 Agreement, after the first sentence, add: “For plan years beginning on or after January 1, 2016, employees electing to waive coverage must do so by filing their forms no later than October 31 in any year, with the provisions of this section taking effect on January 1.”

15. Section 11(E)(4th and 5th ¶¶) (Health Insurance Declination Bonus). Effective January 1, 2016, the fourth and fifth paragraphs will be deleted and replaced with: “It is understood that once an employee has waived coverage for a particular year, he or she may not reinstate coverage for that year, unless he or she experiences a “qualifying event” as defined by Section 125 of the Internal Revenue Code. Reinstatement of coverage for the succeeding year may be made by notifying the City in writing no later than October 31 to be effective the succeeding calendar year. This deadline shall not apply to reinstatement due to a qualifying

event. Reinstatement will be subject to whatever requirements or deadlines are imposed by the City's carrier(s). If reinstatement occurs during a waived year due to a qualifying event, the employee will repay, prorata, any amount already forwarded to him or her in return for the waiver, by payroll deductions."

16. Section 11(G) (Welfare Fund). Effective July 1, 2012, the contribution will be increased by an additional \$4 per employee per year. Effective July 1, 2013, the contribution will be increased by an additional \$28 per employee per year. Effective July 1, 2014, the contribution will be increased by an additional \$29 per employee per year. Effective July 1, 2015, the contribution will be increased by an additional \$40 per employee per year. Effective July 1, 2016, the contribution will be increased by an additional \$40 per employee per year. Effective July 1, 2017, the contribution will be increased by an additional \$40 per employee per year.

17. Section 30 (Term of Agreement). Six years, commencing July 1, 2012 up to and including June 30, 2018.

18. General Municipal Law Section 207-c Procedure (NEW).

"I. PURPOSE

This procedure is intended to regulate the application for, and the award and/or termination of, benefits pursuant to the General Municipal Law Section 207-c ("GML 207-c"). It shall operate as a waiver of any other procedural rights the City or the Association and/or its employees may have pursuant to GML 207-c regarding the application for, and the award and/or termination of, benefits pursuant to GML Section 207-c, including the right to utilize any other forum to seek redress regarding the subject matter set forth herein. Nothing contained herein should be construed as limiting the power of a party to challenge the final decision of the Commissioner of Public Safety, as provided herein, pursuant to C.P.L.R. Article 78. Any future changes enacted by the State in the provisions of GML 207-c which conflict with an explicit provision of this procedure shall supersede the preexisting provision of this procedure.

## II. APPLICATION FOR BENEFITS

1. Employees shall, within 96 hours of the occurrence, or within 96 hours of when the employees should reasonably have known of the occurrence, report to the Chief or senior ranking officer on duty any injury or sickness (“injury”) to themselves, no matter how slight. The notification (“application”) shall be made on the existing Employee Injury Report form.

2. An application shall be deemed “untimely” unless it is filed on a timely basis in accordance with this procedure. Except as set forth in the next sentence, an employee’s failure to comply with these reporting obligations shall result in the denial of an application for benefits under this procedure. In the event these requirements cannot be met due to (i) the employee’s physical or mental incapacity; (ii) an unforeseeable emergency; or (iii) any other situation which the Chief, in his/her sole discretion, finds acceptable, these requirements shall be met within 96 hours of the employee’s ability to do so, or such other time as is set by the Chief in his/her sole discretion. In these circumstances, the Association or a member of the employee’s immediate family may file the application on the employee’s behalf, provided same is accomplished on a timely basis.

3. In addition, an injury report shall be completed by the Chief or highest ranking officer on duty and filed in the Chief’s Office by the end of the next regular business day following the occurrence.

## III. INITIAL APPLICATION FOR GML 207-c BENEFITS

1. The Chief or designee (“the Chief”) shall have exclusive authority to initially determine the employee’s eligibility for benefits pursuant to GML 207-c. The Chief shall have the authority to conduct a full investigation of the facts concerning the application.

2. After filing the application, the employee shall submit to one or more medical examinations or inspections (“examinations”) as provided by law. The employee shall cooperate fully with the designated physician. This shall include, but not be limited to, promptly forwarding to the Chief all reports, data, records and other information related to the employee’s injury. Failure to cooperate may result in information being excluded as specified in paragraph 5 of this Section.

3. The employee shall, along with the application for GML 207-c benefits, complete, sign and submit to the City any medical release forms requested by the City, utilizing the existing “Medical Records Release Waiver Form.”

4. The employee shall fully cooperate with the City’s designated physician. This shall include, but not be limited to, forwarding to the City’s designated physician all reports,

data, records and other information related to the employee's injury.

5. Any reports submitted by either the City's designated or the employee's doctor/other health care provider ("health care provider(s)") shall include the following information: (a) the exact date(s) on which the health care provider examined the employee regarding the injury; (b) an explanation of what the examination consisted; (c) diagnosis; (d) causation, and the basis for that belief; (e) treatment modalities; (f) the duties, if any, the employee cannot perform, and for how long; and (g) whether any or all of the duties the employee cannot perform could be performed with an accommodation(s) and, if so, what the accommodation(s) is (are). The failure to provide information specified in this paragraph and which is relevant to the report may result in the health care provider's report being disregarded by the City or the hearing officer.

6. While a written decision (see Section III(7)) is pending on an application, time off allegedly attributable to the injury giving rise to the claim for GML 207-c benefits shall be charged to sick leave or GML 207-c leave based on the Chief's preliminary determination at the time the injury report is submitted. The City shall forward a written copy of its preliminary determination to the employee.

7. The Chief shall render a written decision on the application for benefits within 30 calendar days after receipt of all necessary information specified above, or 90 calendar days from the date on which the application was submitted, whichever is earlier. A copy of the decision, including an explanation for the decision if it is in the negative, and the City's designated physician's report(s), including any diagnostic reports referenced in that report, upon which the decision is based, where relevant, shall be mailed to the employee, by regular mail and certified mail, return receipt requested, at the address specified in the application.

8. If a decision is made at any time that the employee is eligible for GML 207-c benefits, then the employee shall be so categorized. Any leave previously charged to the employee due to the injury shall then be charged to GML 207-c leave and the employee shall be recredited with any leave that was previously used in lieu of GML 207-c leave. The employee's GML 207-c benefits shall continue for as long as the employee remains eligible.

9. In the event the employee is not satisfied with the Chief's decision and wishes to appeal it, the employee shall file with the Corporation Counsel's Office, within 30 calendar days of receipt of the decision, or 35 calendar days of the date of the decision, whichever is later, a written demand for a hearing on the GML 207-c claim. The demand shall state in reasonable detail the basis (bases) for the request to have the decision reviewed. The parties to the hearing shall be the City and the employee. If the employee so requests, an Association representative may attend the hearing as an observer. The Corporation Counsel shall designate the hearing officer from the following list of individuals: Jacquelin Drucker, Deborah Gaines, Eugene Ginsberg, Robert Grey, Mark Grossman, Peter A. Korn, Philip L. Maier, John M. Perone, Earl R.

Pfeffer, Jay Siegel and Rosemary Townley. At any time, the City and Association may agree in writing to add individuals to this list and/or replace existing individuals. During the term of the agreement, the Association shall have the right to strike one individual from the hearing officer list by providing written notice to the Corporation Counsel. Unless the City and the Association otherwise agree in writing, the Corporation Counsel shall not designate the individual struck from the list to serve as the hearing officer for any written demand for a hearing on a GML 207-c claim that is received after its receipt of the Association's written notice. All costs billed by the hearing officer shall be borne by the City, except that the cost of the hearing officer shall be borne by the employee when: (1) a cancellation fee is incurred as a result of the employee's or employee's representative's request for an adjournment or cancellation; or (2) if the employee fails, or is otherwise unable, to present his/her case on the designated hearing date. All other costs shall be paid by the party incurring them; *e.g.*, witnesses, exhibits, transcripts; *etc.*

10. The hearing officer shall have the authority to decide whether the Chief's decision was arbitrary or capricious with regard to the claim of entitlement to GML 207-c benefits. He/she shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the hearing officer shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-c benefits (see Section III ("INITIAL APPLICATIONS FOR GML 207-c BENEFITS")) or whether the proceeding presents a different issue that should be decided as outlined below (see Sections IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") and V ("TERMINATION OF BENEFITS/RETURN TO DUTY")). The burdens of production, and proof by a preponderance of the evidence, shall be upon the employee, except for hearings involving Section V, where the burdens of production and proof shall be upon the City.

11. The hearing officer shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure, the collective bargaining agreement and the rules. The hearing officer shall have no authority to make a decision on any issue not submitted or raised by the parties.

12. The decision of the hearing officer shall be a recommendation to the Commissioner of Public Safety who shall then make a final decision.

#### IV. ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY

1. In the event that the employee or the City alleges that an injury is a recurrence or aggravation of a prior injury, the procedures set forth in Section III ("INITIAL APPLICATION FOR GML 207-c BENEFITS") shall be implemented. In the event the employee is not satisfied with the Chief's decision, the employee shall have a one-time opportunity, within 15 calendar days from the date of the decision, to submit additional medical information for the Chief's review and reconsideration. The Chief will have 30 calendar days from receipt of the additional

medical information within which to render a written decision regarding the employee's request for reconsideration of the Chief's decision in the context of the Chief's review of the additional documentation.

2. If the employee appeals the Chief's decision or decision after reconsideration, the employee shall submit to the Corporation Counsel's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. If a relationship is found between the alleged recurrence or aggravation and a prior injury, and the prior injury was designated by the City as a GML 207-c injury, then the application for GML 207-c benefits shall be granted, provided the Chief or the Commissioner, following the hearing before the hearing officer, otherwise finds the employee entitled to GML 207-c benefits as set forth in Section III(10, 11) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). If no relationship is found, then the claim shall be treated as an initial injury and the matter shall be processed pursuant to Section III(1-12)) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). The employee shall submit to the Corporation Counsel's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. Likewise, the City shall submit to the employee any previously unsubmitted health care provider(s) report(s) upon which the City intends to rely at the hearing immediately upon receiving same from the health care provider.

#### V. TERMINATION OF BENEFITS/RETURN TO DUTY

1. Upon receipt of a certification from the City's designated physician, as set forth in Section III(5) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"), that an employee is able to perform all of the duties of his/her position, the Chief may notify the employee of same and/or the proposed termination of his/her GML 207-c benefit. The Chief shall notify the employee by serving a written notice of proposed termination, setting forth the effective date thereof, which shall be not less than two City working days from the date of the notice, and enclosing a copy of the physician's certification, upon the employee by regular mail and certified mail, return receipt requested.

2. If the employee disagrees with the Chief's decision, the employee shall have a one-time opportunity, within 15 calendar days from the date of the decision, to submit additional medical information for the Chief's review and reconsideration. The Chief will have 30 calendar days from receipt of the additional medical information within which to render a written decision regarding the employee's request for reconsideration of the Chief's decision in the context of the Chief's review of the additional documentation. If the employee is not satisfied with the Chief's decision or decision after reconsideration, he/she shall commence an appeal pursuant to the procedures outlined in Section III(9) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). The employee shall submit to the Corporation Counsel's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the

hearing immediately upon receiving same from the health care provider. Likewise, the City shall submit to the employee any previously unsubmitted health care provider(s) report(s) upon which the City intends to rely at the hearing immediately upon receiving same from the health care provider. If the employee submits, together with the appeal, a medical opinion contradicting the medical conclusion(s) of the City's designated physician, the employee's GML 207-c benefits will be continued. Otherwise, the employee shall be immediately placed on sick leave status. If more than 60 calendar days elapse from the effective date of the City's notification to the employee and the final resolution of the dispute, any time in excess of the 60 day period shall be charged against the employee's accrued leave time, excluding sick leave; except that, if the employee in good faith indicates that he/she is ready, willing and able to go forward on a day or days agreed upon by the hearing officer and counsel for the employee and City and, in fact, goes forward and presents his/her case within that 60 day period, or a scheduled hearing is adjourned at the request of the City or the hearing officer, then the 60 day period shall be extended to 90 days. In the event that the employee's GML 207-c status is confirmed when the matter is finally resolved, any leave time used as a result of the operation of this provision shall be recredited to the employee.

## VI. OTHER PROVISIONS

1. In the event that any portion of this procedure is invalidated by a decision of a tribunal of competent jurisdiction, then that portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. In this event, either the Association or the City shall have the right immediately to reopen negotiations with respect to a substitute for the invalidated portion.

2. Evidence pertaining to an employee's application for benefits pursuant to the Workers' Compensation Law, including whether or not the application was controverted, granted or denied, shall not be given any preclusive effect in any stage of this procedure, but shall be admissible as evidence to be given the weight deemed appropriate by the hearing officer.

3. This procedure shall take effect upon the complete ratification and approval of the 2012-2018 Agreement and shall apply to any claim of entitlement to or use of GML 207-c benefits made after that date. In the event a proposed "new" utilization of GML 207-c benefits after this date is based upon an injury that allegedly occurred prior to that date, the employee shall comply with the terms of Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") of this procedure within 30 calendar days after the date of the "new" injury. After the filing of the application form, the claim for utilization of GML 207-c based on an injury that allegedly occurred prior to the complete ratification and approval of the 2012-2018 Agreement shall be decided in accordance with Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY").

4. This procedure shall also apply to any proposed change in an employee's utilization of GML 207-c benefits enjoyed as of the date of the adoption of this procedure. Any employee seeking to change his/her sick leave or GML 207-c leave status enjoyed as of the date of the adoption of this procedure must do so pursuant to the procedures outlined in Section II(1) ("APPLICATION FOR BENEFITS") within 30 calendar days of the adoption of this procedure.

5. Upon receipt of a written request from an employee, the City shall provide him/her with a corrected W-2 (W-2c).

6. Effective upon the complete ratification and approval of the 2012-2018 Agreement, an employee who is receiving Section 207-c benefits shall continue to receive all contractual benefits for a total period of nine cumulative months per injury. After the expiration of nine months, the employee will continue to receive his/her base salary, longevity and health insurance or health insurance declination bonus. Benefits for employees who return to work will be prorated to exclude the period of absence.

7. To the extent that this GML 207-c procedure contains provisions that are identical to the GML 207-a procedure contained in the City/PFFA collective negotiations agreement, it will be interpreted in the same manner. As a result, any third party neutral's decision interpreting the City/PFFA's GML 207-a procedure will be applied to this GML 207-c procedure, except and unless the decision becomes the subject of legal challenge, in which case it will not be applied until that litigation has been finally determined."

19. Random Drug Testing. Effective upon the complete ratification and approval of the 2012-2018 Agreement, the following procedure will be implemented:

#### **"RANDOM DRUG TESTING PROCEDURE**

**POLICY:** It remains the long-standing policy of the Department to detect and deter the use and possession of illegal drugs and the abuse of prescription drugs by our members. The Department recognizes that the use and possession of illegal drugs constitutes a serious threat to the health and safety of all employees and members of the public. Accordingly, to complement and enhance the Department's existing reasonable suspicion drug testing policy and the City's Drug-Free Workplace Policy, the purpose of this procedure is to formalize a Department policy that prohibits the use of any illegal substance and/or drug capable of impairing the ability of our employees to perform their duties.

## DEFINITIONS:

**Computer Control Sheet:** A computer generated list of all employees contained within the random drug test database.

**Drug:** The term "Drug" will include controlled substances as defined in Section 220(5) of the Penal Law, State of New York and marijuana, as defined in Section 220.00(6).

**Drug Abuse:** The term "Drug Abuse" will include the use of a controlled substance or marijuana, which has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug.

**Random Employee Selection Sheet:** A computer generated list of randomly selected employees identified by employee I.D. numbers.

**Refusal to Submit:** Any conduct or behavior as classified by 49 CFR §40.191 or any conduct or behavior that violates the provisions of this procedure.

## PROCEDURE

All employees will be subject to random drug testing.

### 1. Refusal to Submit.

1.1 The refusal by an employee to submit to a drug test pursuant to the provisions of this procedure may result in immediate suspension and in subsequent disciplinary action that may include dismissal from the Department. Refusal to submit constitutes insubordination and will be treated the same as a positive test result.

### 2. Testing Procedures.

2.1 The Chief's designee will directly supervise all drug testing collection procedures and every reasonable effort will be made to maintain employee confidentiality.

2.2 Each employee being tested will present his or her shield and identification card at the test location to ensure proper identification.

2.3 Each employee being tested may consult with and be accompanied by a representative of the Association. The representative may confer with and advise the member before and after the collection process, but will not participate in or interfere with the process in any way. The collection process will not be delayed because the Association representative is unavailable.

2.4 Prior to testing, each member will complete an Employee Drug Testing Questionnaire listing all medications ingested during the preceding 10 days. The Drug Testing Questionnaire will be sealed in an envelope and the member's name and date will be written on the outside. If the test results are negative, the envelope will remain sealed and be destroyed in the presence of the Association representative of the bargaining unit.

2.5 The integrity of the sample collection process will be maintained with due regard for the dignity and privacy of the member. There will be no direct observation of the giving of the urine sample unless there is a reason to believe that the sample may be tampered with or adulterated, in which event direct observation will be made by a person of the same gender as the employee providing the sample.

2.6 A laboratory, licensed or certified by the Department of Health and Human Services (DHHS) will perform testing. Two separate containers, supplied by the testing lab will be prepared for each member being tested. Each container will have a code number and date of collection affixed. The specimen will be divided into two samples at the time of collection and will be sealed and initialed in the presence of the employee.

2.7 The laboratory administering the test will assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.

2.8 Initial screening will be by the Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marijuana. After a negative screening, the sample will be destroyed.

2.9 Each and every positive EMIT test will be confirmed using Gas Chromatography - Mass Spectrometry test (GCMS). Only if confirmed by GCMS will a test result in a positive report.

2.10 Any member whose test results in a positive report may, within 5 business days of the notification of such result, request in writing to the Chief, that the second sample be made available for re-testing at a licensed/certified (DHHS) laboratory from a list of such laboratories supplied by the Department. The Department will be responsible for all costs and expenses in connection with the re-testing. If the re-testing results in a negative report, the test will be deemed negative and all samples of the specimen will be destroyed.

2.11 Selection of members to be tested on a random basis will be performed by a computer program, which will randomly select the employee numbers of those to be tested. The random selection of a member will not result in that member's employee number being removed from such selection process.

2.12 A representative designated by the Chief as well as a representative from the collective bargaining association will witness the selection. All designated representatives will affix their signatures to the random employee selection sheet and computer control sheet.

2.13 The selection process will not be delayed due to the unavailability of the Association representative. (Reasonable notification will be given).

2.14 All members selected will be ordered to report for testing. Members will not be given any advance notice of randomly scheduled tests. The Association representative will be permitted to review the list of members selected for testing and the computer control sheet after all selected members have been tested.

2.15 Members of the Department will not be recalled to duty for random testing on their regular scheduled days off.

2.16 All random employee selection sheets and corresponding computer control sheets will be maintained in the office of Internal Affairs.

2.17 An employee will be exempt from a random drug test if at the time of the selection for that particular test, he or she is unavailable due to an approved absence.

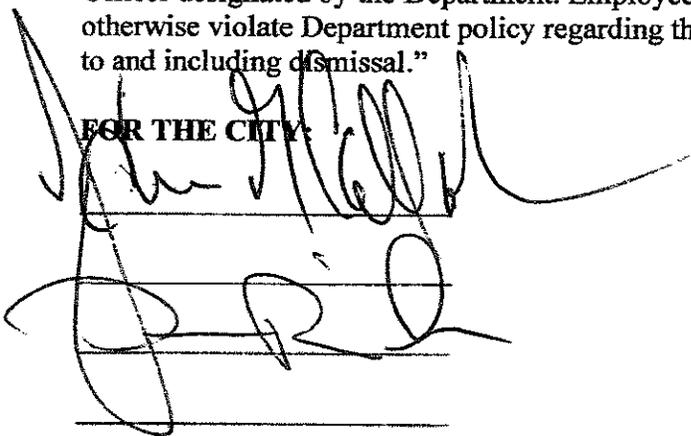
3. Results of Drug Tests.

3.1 Employees will be notified of the results of all drug tests and provided a copy of the corresponding test results, as they become available.

4. Positive Test Results.

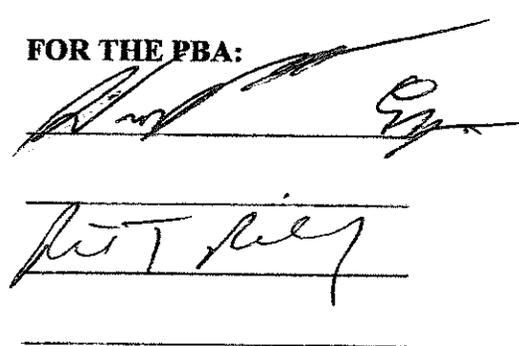
4.1 All positive test results will be reviewed and verified by a Medical Review Officer designated by the Department. Employees who test positive for the use of drugs or otherwise violate Department policy regarding the use of drugs will be subject to discipline, up to and including dismissal."

FOR THE CITY:



Handwritten signature of John Hall, representing the City, written over three horizontal lines.

FOR THE PBA:



Handwritten signature of Peter Kelly, representing the PBA, written over three horizontal lines.

## APPENDIX A

Hired on or after 7/1/15

	7/1/15	7/1/16	2.25%	7/1/17	2.5%
Step 1 Frozen 3 yrs	50,000	50,000		50,000	
Step 2	56,000	57,260		58,692	
Step 3	63,000	64,418		66,028	
Step 4	71,000	72,598		74,413	
Step 5	80,000	81,800		83,845	
Step 6	89,531	91,545		93,834	
Longevity 10	92,567	94,641		96,999	
Longevity 15	93,462	95,557		97,937	

**Section 2.** The Mayor is hereby authorized to direct the Budget Director to make the necessary transfers from Reserve for Financing to fund the increased payments required by or resulting from the June 18, 2015 Stipulation of Agreement between the negotiating representatives of the City and the PBA set forth above.

**Section 3.** The Mayor is hereby authorized to direct the Commissioner of Finance to begin making payments under the June 18, 2015 Stipulation of Agreement between the representatives of the City and the PBA set forth above.

**Section 4.** The Mayor is hereby authorized to enter into a collective bargaining agreement with the PBA, which agreement shall be based upon the June 18, 2015 Stipulation of Agreement as set forth above.

**Section 5.** This ordinance shall take effect July 1, 2015.