LABOR RELATIONS CONTRACT

BY AND BETWEEN THE

CITY OF SARATOGA SPRINGS

AND THE

SARATOGA SPRINGS POLICE LIEUTENANTS PBA
LOCAL 294, DISTRICT 7

FOR THE PERIOD OF

JANUARY 1, 2017 Through DECEMBER 31, 2020
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ARTICLE I – Purpose and Intent

THIS AGREEMENT, made the 6th day of November, 2017, by and between the SARATOGA SPRINGS POLICE LIEUTENANTS PBA, hereinafter called “the Lieutenants” and the CITY OF SARATOGA SPRINGS, hereinafter called “the City” and Members of the Lieutenants PBA, hereinafter referred to as “Members”, shall include all employees holding the rank of Lieutenant in the Saratoga Springs Police Department.

THIS AGREEMENT, shall be retroactive to January 1, 2017, unless otherwise stated, and terminate on December 31, 2020. If the parties hereto have failed to agree upon a new contract on or before December 31, 2020, all terms and conditions set forth in this Agreement and any supplements or modifications thereof shall continue in full force and effect until the date of execution of a new Agreement.

ARTICLE II – Definitions

A. “Member” or “Employee” means a person permanently employed in the Police Department of the City of Saratoga Springs as a Lieutenant.

B. “Service” or “Length of Service” shall include service with the Police Department of the City of Saratoga Springs.

C. “Department” means the Saratoga Springs Police Department.

D. “Employer” means the Saratoga Springs Police Department, the Department of Public Safety or the City of Saratoga Springs.

E. “Commissioner” means the Commissioner of Public Safety.

F. “Chief” means the Chief of Police of the City of Saratoga Springs.

G. “Commanding Officer” means officer in charge of Division, Unit, or Shift.

H. “Grievance” shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering working conditions applicable to Members of the Department and shall include all the provisions of the Agreement as well as those provisions contained in the “Operations Manual” of the Police Department.

I. “Lieutenants” refers to officers or representatives of the Association.

J. “Executive Board” means members appointed to the Board of the Association and the elected officers as defined by the Association’s By-Laws.

K. “Grievance Committee” means a committee designated by the Lieutenants to review, screen and adjust grievances presented by employees.

L. “Representative” means one or more of the Lieutenants or members of the Association authorized to represent its Members in the adjustment of grievances or other matters affecting the employees.

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Saratoga Springs Police Lieutenants PBA
Local 294, District 7
January 1, 2017 through 12/31/2020
ARTICLE III – Recognition of the Union

A. Pursuant to and in accordance with the provisions of the Public Employees Fair Employment Act of 1967 (Section 200, et. Seq. of the Civil Service Law) and other applicable laws, the Employer hereby recognizes the Lieutenants as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of all Lieutenants of the Police Department for the term of this Agreement.

B. Upon receipt of proper written authorization, the employer agrees to deduct from the wages of any employee who is a Member of the Association, all membership dues as provided in said written authorization executed by the employee. The Association agrees to indemnify and hold harmless the employer from any causes of action, claims, loss or damages incurred as a result of this clause.

C. The employer shall deduct from the wages of any employee who is not a member of the Union an amount equal to the amount of membership dues collected from Union Members pursuant to subdivision 3 of Section 208 of the Civil Service Law and subdivision 3 of section 93-b of the General Municipal Law.

ARTICLE IV – Management Rights and Responsibilities

A. It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the employer. Accordingly, the employer retains all rights except as they may be specially modified in this Agreement or controlling statute including, but not limited to selection and direction of the working forces; creation of new positions or abolition of existing positions; to hire, suspend, or discharge for cause; to make reasonable and binding policy, procedure, and rules which shall not be inconsistent with this Agreement; to assign, promote, or transfer; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, the amount of workers necessary to perform such work; amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of the equipment and materials; and to purchase services of others, by contract or otherwise, except as they may be otherwise specifically limited in this Agreement or controlling statutes and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

B. It is agreed by the City, The Department and the Lieutenants that the City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all regularly appointed Members employed by the Saratoga Springs Police Department of the Department of Public Safety of the City of Saratoga Springs in all phases of the employment process, and to all benefits of the Civil Service Laws and rules and regulations of the State of New York.

C. It is further intended that this Agreement shall supplement and be in addition to any applicable rule or regulation promulgated by the heads of the Department and the Department of Public Safety.

D. No Official or Agent of the City of Saratoga Springs shall:
1. Initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization meeting the requirements of law.

2. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization.

3. Discriminate against an employee because he/she has given testimony or taken part in any grievance procedure or other hearings, negotiations or conference as part of the labor organization recognized under the terms of this Agreement; or

4. Refuse to meet, negotiate or confer upon proper matters with representatives of the Lieutenants as set forth in this agreement, upon proper and reasonable notice.

**ARTICLE V – Rights of Employees**

A. Members of the Department hold a unique status as public officers in that the nature of their office and employment involves the exercise of the police protection of the municipality.

B. The security and safety of the community depends to a great extent on the manner in which Lieutenants perform their duty. Their employment is, thus, in the nature of public trust.

C. The wide ranging powers and duties given to the Department and its Members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of Members of the Department. These questions often require immediate investigation by superior officers designated by the Police Chief or the Commissioner of Public Safety. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a Member shall be at a reasonable hour, and when the Member is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the investigating officer. Usually it will be at the Police Headquarters or at the office of the Commissioner or Deputy Commissioner of Public Safety or at the location where the incident allegedly occurred.

3. The Member shall be informed of the nature of the investigation before any interrogation commences. If it is known that a Member is being interrogated as a witness only, he/she should be so informed at the initial contact.

4. The questioning shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

5. No Member shall be ordered or asked to submit to a Polygraph (lie detector) test for any reason as long as Polygraph tests are not admitted without the consent of the person charged into evidence...
by Courts of record in Civil or Criminal proceedings in this State. Such tests may be given if requested by the Member.

6. The Member shall not, during any interrogation, be subjected to any offensive language, nor shall he/she be threatened with dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

7. In the interest of maintaining the usually high morale of the Department, the Department of Public Safety shall afford an opportunity for a Lieutenant, if he/she so requests, to consult with his/her Lieutenant Representative before being questioned concerning an alleged violation of law or of the departmental rules and regulations. If the matter upon which the Member has been notified that charges have been or will be preferred, then the employee shall also be allowed to consult with his/her attorney if he/she so requests before being questioned. A representative of the Association and an attorney may be present during the interrogation if the employee so requests on condition that the interrogation relates to a matter upon which charges have been preferred or upon which a Member has been notified that charges have been preferred or will be preferred.

**ARTICLE VI — Disciplinary Action**

A. The disciplinary procedure followed shall be that provided in §75 of the NYS Civil Service Law.

B. In the event the employer determines that a formal procedure is not required due to minor infraction(s) of the Police Department’s adopted Rules and Regulations, the affected employee(s) shall be afforded the opportunity to resolve the matter with representation, through written Stipulation of Settlement, setting forth the terms agreed upon between the parties. The maximum penalty that may be imposed at this level by the Chief of Police is as follows:

1. A written reprimand to be placed in the employee’s personnel file.

2. A reduction in vacation accruals for the full time employee which shall not exceed three (3) working days per incident.

C. In the event that an investigation and subsequent formal hearing results in the institution of disciplinary action, the Lieutenants shall be free to have its representative participate at all stages of the proceedings, if it so elects, and shall be provided with one copy of the charges and specifications, recommendations and decisions.

D. In the event the Lieutenants conclude that an employee has been unjustly punished or dismissed by the Commissioner of Public safety, it may appeal such judgment or decision as provided in this Agreement, with the consent of the employee; provided, that if the employee does not consent, the disciplinary action taken against him/her shall not be considered a precedent in similar cases in the future. Furthermore, the employee may utilize the procedure outlined in the Operations Manual of the Saratoga Springs Police Department, the Saratoga Springs Municipal Civil Service Commission Rules and Regulations and Article V of the NYS Civil Service Law.
E. In addition thereto, an employee may request the Commissioner of Public Safety to appoint a person outside the Department as a hearing officer provided such request is made in writing within 15 days of the institution of any disciplinary action. In the event the employee elects to have a Hearing Officer outside the Department, the Commissioner shall use his/her best efforts to appoint a neutral person as Hearing Officer.

ARTICLE VII – Grievance Procedure

A. Every Member shall have the right to present grievances in accordance with the procedure provided herein.

B. The informal resolution of differences is urged and encouraged to be resolved at the lowest possible level of supervision.

C. Immediate Officers-In-Charge shall consider promptly all grievances presented to them, and within the scope of their authority to take such timely action is required.

D. A Member who believes he/she has been aggrieved under this Agreement shall discuss his/her complaint with his/her Officer in Charge, with or without the presence of a Lieutenant Representative, within one week of its occurrence or Member knowledge thereof. The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The Member shall have the right to discuss the complaint with his/her representative before any discussion takes place with the Officer in Charge.

E. Unless the time limits set forth in paragraph D are extended in writing by mutual agreement, which agreement shall not be unreasonably withheld, the failure to observe said time limits by the Lieutenants constitute an abandonment of the grievance and settlement on the basis of the last employer answer. If the employer fails to answer within the time limits as set forth above, such failure to answer shall be deemed a denial of the grievance by the employer.

F. Notwithstanding any provisions herein, individual Members may present their own grievances to the employer and have them adjusted without the intervention of the Lieutenants officers. Provided, however, that no adjustment shall be final until the Member has given the Lieutenants officers notice and an opportunity to present its position with regard thereto. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the employer and the Lieutenants.

G. Notification within a reasonable time shall be given to each Lieutenant of any disciplinary action taken against him/her which may result in official entries being added to his/her personnel file.

H. An employee and his/her representatives shall have such time off from their regular duties as may be necessary for the presentation of a grievance, without loss of pay or time credits.

I. Grievances affecting a number of Members may be treated as a policy grievance and entered at the second step of the grievance procedure by the Lieutenants.

J. Grievance procedure steps are as follows:
Step 1: If not satisfactorily settled within five days of the Member’s submission of his/her oral grievance to the Officer in Charge, the Member or Lieutenants may present a written grievance to the Chief of Police. Such presentation shall be made within two weeks of the date of the answer of the Officer in Charge or, if no answer is received, from the Member’s initial submission. The Chief and/or his/her designated representatives shall meet with the Member who filed said grievance within one week of the submission of said grievance to the Chief and the Grievance Committee or Lieutenant Representative shall be allowed to participate in such meeting at the employee’s request. The Chief shall render his/her decision on said grievance in writing within one week of the meeting.

Step 2: In the event the grievance is not settled satisfactorily within the Department as set forth above, the Member or the Lieutenants may present the grievance to the Commissioner of Public Safety within one week following the answer of the Chief as set forth in Step 1 or two weeks of the date of submission to the Chief, whichever is earlier. Such presentation shall be accompanied by supporting statements and documentation if necessary. The Commissioner shall commence an investigation and/or schedule a hearing on the grievance within one week of the presentation of said grievance to the Commissioner and he shall notify the Member and the Lieutenants of his/her decision within one week following the completion of his/her investigation and/or hearing, which notification shall in no event be later than 20 days from the presentation of the grievance to the Commissioner.

Step 3: Arbitration. Any unresolved grievance having been processed fully through the last step of the grievance procedure may be submitted to arbitration by either the Lieutenants or the City in accordance with the following:

a. Arbitration shall be invoked by written notice to the other party within twenty days after completion of step 2 of intention to arbitrate. Upon receipt of the notice to arbitrate the City and the Lieutenants shall meet and appoint a disinterested person to act as the Board of Arbitration. In the event that the City and the Lieutenants cannot agree upon an arbitrator within 10 days of the demand for arbitration, they shall request the New York State Public Employment Relation Board to submit a list from which an impartial arbitrator to act as the Board shall be selected in accordance with its then applicable rules and regulations.

b. The Board of Arbitrators shall have broad powers to hear and determine the issues presented. The Board shall not be limited to the evidence submitted at the grievance meeting but may hear such additional evidence as either party desires to submit. The Board may also call upon any Lieutenants official or any City official to provide evidence or material necessary to resolve the grievance.

c. The decision of the Board of Arbitrators in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state and the opposite party is bound to agree, that the awards not be a binding precedent in like or analogous situations pending at that time.
d. There shall be no appeal from the decision of the majority of the Board of Arbitrators if made in accordance with its jurisdiction and authority under this Agreement. It shall be final and binding on the Lieutenants and on the City.

ARTICLE VIII – Wages and Other Economic Provisions

1. Wages: The base salary for all Lieutenants shall be:
   - January 1, 2017: $98,538
   - January 1, 2018: $100,509
   - January 1, 2019: $102,519
   - January 1, 2020: $104,569

2. Overtime and Callback: Any Lieutenant working in excess of eight (8) hours on any one tour of duty, or working in excess of forty (40) hours in any one work week, shall be paid for all such additional time spent computed on the basis of time and one-half of his/her regular hourly rate. All paid absences, except sick time and military leave shall count as “hours worked” in computing the number of hours worked for overtime purposes. The employee may elect to take compensatory time in lieu of cash payment if such time can be scheduled so as not to affect the efficiency of the operation of the Police Department or require increased expenditures of funds by the City and the employee will be allowed one and one-half (1 ½) hours for each hour of overtime worked.

Lieutenants who are called back to work and who report for such work when off duty shall be given at least two (2) hours work at the regular rate, or pay in lieu thereof for each such call back. Lieutenants on callback shall receive overtime compensation if such callback results in overtime as provided herein. Lieutenants called back for work under this section shall be considered to be on duty for the entire two (2) hour pay period even if released from the station. They shall not be paid for additional callback time if again recalled and released during the initial two (2) hour period. Provided that on an additional callback in which the Lieutenant works over the two (2) hour initial callback period, the Lieutenant shall be paid an additional two (2) hour callback time and he shall be considered to be on duty for another two (2) hour period even if released from the station; provided further that any Lieutenant called back within two (2) hours of the commencement of his/her regularly scheduled shift shall be paid only for two (2) hours instead of four (4) hours.

All compensatory time may be accumulated and utilized in accordance with the rules set forth by the Fair Labor Standards Act, provided that effective July 1, 2013, no individual employee may accumulate in excess of 240 hours of compensatory time. Any individual employee who accumulates in excess of 240 hours of compensatory time as of July 1, 2013 will not forfeit any hours, and may thereafter spend down such time, but may not accumulate any additional time until his/her bank is below 240 hours, and shall thereafter be subject to the absolute cap of 240 hours.

3. Clothing Allowance: All uniforms required to be worn by Lieutenants shall be provided by and paid for by the City and issued by the Commissioner to all Members. Each Lieutenant, whether or not required to work in uniform, shall be allowed up to a maximum of $900.00 during the year for cleaning and/or replacement of work clothing.
All equipment required to be used by a Lieutenant shall be provided and paid for by the City and issued by the Commissioner to all Members, but not including the costs of laundering, cleaning and/or repairs of said uniforms and equipment.

Any new item of issue required by the City Police in excess of $75.00 in value will be borne by the City.

Any damage done to an Member’s clothing, glasses, watch or watches while said employee is acting in the line of duty and is free from negligence, shall be reimbursable to the Member. In the case of eyeglasses, the Member shall submit a bill to the City, which shall be paid within fifteen (15) days.

4. Pensions:

a. The present plan of pension benefits through the New York State Police and Firemen’s Retirement Fund shall be continued.

b. The following “fringe” benefits shall further be subscribed to:

   I. “Additional retirement benefits provided for in Section 341-K of the Retirement and Social Security Law, (military service credit and World War II credit) and Section 384-E(b) – Additional Pension benefit for Members of Optional Twenty Year Retirement Plan.

   II. Whenever that State so permits, a reopening of the privilege of having service credited for a past period of military leave without pay.

   III. If permissible under the Retirement and Social Security Law, the right to purchase credit for service while a member of any other New York State, or subdivision of the State’s retirement systems, if at no cost to the City.

5. Holidays: All permanent Lieutenants of the Police Department shall receive eight (8) hours pay at the regular rate whether or not they are scheduled to work for holidays; the eleven (11) holidays that will apply to all permanent Lieutenants of the Police Department are as follows:

1. New Year’s Day
2. Martin Luther King’s Birthday
3. Lincoln’s Birthday
4. Washington’s Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran’s Day
10. Thanksgiving Day
11. Christmas Day

Effective January 1, 2018, the eleven recognized holidays will be:

1. New Year’s Day
2. Martin Luther King Day (celebrated)
3. President’s Day (celebrated)
4. Memorial Day (celebrated)
5. Independence Day
6. Labor Day
7. Columbus Day
8. Election Day
9. Veteran’s Day
10. Thanksgiving Day
11. Christmas Day

Should a Lieutenant be scheduled to work and actually does work on any of the named holidays, he/she shall receive in addition to the eight (8) hours holiday pay, an additional eight (8) hours at regular pay. That is to say, that all permanent Civil Service appointed Lieutenant shall be paid for each holiday named herein whether or not the day in question is worked and any Member who is scheduled to work and does work on such named holiday will get an additional eight (8) hours pay.

6. Section expired.
7. Section expired.

8. Patrol Shift Differential: Effective January 1, 2017, Patrol Lieutenants assigned to work the 4:00 p.m. to midnight shift (hereinafter referred to as the Third Shift) shall be paid an annual shift differential of three percent (3%) of Lieutenants base pay. Lieutenants assigned to work the midnight to 8:00 a.m. shift (hereinafter referred to as First Shift) shall be paid an annual shift differential of four and one-half percent (4 1/2%) of Lieutenants base pay.

It is understood that only Patrol Lieutenants permanently assigned to the Third Shift and First Shift will receive the shift differential for both time worked and scheduled time off. Lieutenants who are assigned to work those shifts on a temporary basis will not be paid the shift differential.

**ARTICLE IX – Hours of Employment, Vacations, Sick Leave, leaves of Absences, Etc.**

1. The basic work week for all Lieutenants shall be forty (40) hours, Monday through Friday.

2. Sick Leave: All Lieutenants shall be allowed eighteen (18) days per year (at 1 ½ days per month) for absence due to illness or disability including up to eight (8) days for personal leave. Such unused leave may be accumulated without limit, provided that no more than one hundred fifty (150) days may be taken in any one calendar year including the final year. When a Lieutenant retires from service, he/she shall have the option to be paid the cash value of all accumulated sick leave standing to his/her credit to a maximum of one hundred twenty (120) days at his/her current salary rate. In the event that an employee dies while employed by the City, the above accumulated benefits will be paid to his/her estate up to maximum the Employee would have been paid had he/she retired.

   Upon request by the employer, a Member who has been absent due to sickness two or more consecutive calendar work days, shall supply to the City a statement from a doctor verifying the employee’s sickness and his or her inability to perform the job as a result of that sickness.
A Member may use up to five (5) accumulated sick days per year for a serious illness of a member of his/her immediate family, which use shall be subject to the approval of the Chief of Police.

3. **Personal Leave:** Requests to the Department for Personal Leave hereunder shall be submitted in writing a minimum of seventy-two (72) hours in advance of the requested leave time unless such advance notice cannot be given due to an unforeseen emergency. Additionally, such leave shall be taken only in multiples of four (4) or eight (8) hours each.

4. **Maternity Leave:** Female Members covered hereunder who become disabled by reason of pregnancy, shall be eligible to use available sick leave entitlement during the period of absence caused by the pregnancy disability. Such period of disability must be certified by the employee’s physician and at the option of the Chief, subject to review by the City’s physician.

For purposes of this provision, “disabled” shall mean physically incapable of performing any police officer functions.

5. **Vacations:**

a. All permanent Lieutenants shall be entitled to a vacation. Any recognized holiday as set forth in the Agreement falling within such vacation period shall be added to the vacation period. If such holiday cannot be added to the Member’s vacation schedule, he shall be allowed the time on some other day during the year.

b. Effective January 1, 2017, the vacation schedule shall be as follows:

   One (1) full year of total police service – ten (10) work days
   Two (2) full years of total police service – seventeen (17) work days
   Three (3) full years of total police service – twenty-four (24) work days
   Ten (10) full years of total police service – twenty-nine (29) work days
   Fifteen (15) full years of total police service – thirty-two (32) work days

Persons with less than one (1) full year of service shall be awarded days off or compensation thereof at straight time on a pro rata basis.

c. A maximum of ten (10) vacation days can be taken in multiples of four (4) hours. Single vacation days requested must be submitted on the prescribed form a minimum of seventy-two (72) hours prior to the requested day. If the request is submitted less than seventy-two (72) hours in advance, it may be refused if an overtime situation is created or evident, the same as a compensatory time request. Personal day requests will have priority over single vacation day requests.

d. Any Member entitled to vacation benefits who shall resign or have his/her employment terminated without cause shall not forfeit his/her right to such vacation time and if the time may not be allotted in work days, he/she shall be paid the equivalent of that number of days based upon straight time pay schedule.
Any Member entitled to vacation benefits who may die prior to his/her receipt of said benefits for any year shall have an amount equivalent to his/her pay for those days paid to his/her next-of-kin or estate. Any Member entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation shall have the right to postpone the taking of such vacation until such time as he is physically capable of returning to active duty. Vacation time that cannot be used in the calendar year that the employee returns to active duty, shall be carried over to the next calendar year.

6. **Fitness Day Off**: Effective January 1, 2000, any Member, whether or not they are required to comply with the standards set forth in Article XVI, Section 2B, who passes said standards, shall be entitled to a “Fitness Day” off. This day will be scheduled at the Member’s discretion, with the approval of his/her immediate supervisor, but in no circumstance shall such “Fitness Day” create overtime.

7. **Bereavement Leave**: Any Member shall be granted a maximum of four (4) calendar days with pay due to the death in his/her immediate family. The term “immediate family” shall mean spouse; natural, foster, or step parents; children; step children; brother; sister. Any Member shall be granted a maximum of three (3) calendar days with pay due to the death of his/her brother/sister-in-law; father-in-law; mother-in-law; grandfather; grandmother; grandchild; or any relative residing in the Member’s household.

8. **Leave of Absence**: Leaves of absence without pay may be granted upon request subject to the prior need to maintain a full and efficient staff to man the Department.

9. **Leaves of Absences for Lieutenants Representatives**: Lieutenants, representatives, and delegates, but not more than two employees at any one time, shall be granted leaves of absence without loss of pay to participate in negotiations with the employer, adjustment of grievances, arbitration hearings, and other functions relative to the operation of this Agreement. They will also be given leave with pay to attend Association and executive board meetings. Five employees, but not more than two from any one shift or unit, will be permitted to participate in and attend conferences and conventions of affiliated unions, associations and organizations without loss of pay.

A Member as authorized above desiring time off for attendance at meetings, conferences, or conventions will notify his/her superior officer sufficiently in advance to permit proper scheduling of duties.

10. **Leave for Jury Duty**: All Lieutenants, regardless of assigned shift, shall be afforded the day off with pay while serving jury duty.

**ARTICLE X – Insurance and Related Benefits**

1. All employees shall be covered for death benefits as provided for in Section 208-B of the NYS General Municipal Law.

2. **Health Insurance**:
   A. The City shall provide the plans described in Section 2(B) of this Article to Members of this bargaining unit, their dependents/covered family members, and retired members of the bargaining unit and their

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dependents/covered family members at the City’s own expense except as described in Section 2(E) and (F) of this article. The City will provide and pay the full cost of such medical coverage of the widow or widower of the Member or retired Member until the widow or widower’s death or remarriage, whichever occurs sooner and the deceased member’s/retired member’s children shall be covered in accordance with plan specifications.

B. The City Plans shall be as follows:

i) MVP Co-Plan 25 HMO will be the sole plan offered for the employees and their dependents/covered family members, retired members not eligible for Medicare and their dependents/covered family members not eligible for Medicare, and dependents/covered family members of deceased employees/retired members not eligible for Medicare residing within the MVP Co-Plan 25 HMO Plan defined geographic provider network as it exists from time to time, with no reimbursement for co-pays.

ii) MVP Preferred PPO Plan will be the sole plan offered for retired members not eligible for Medicare and their dependents/covered family members not eligible for Medicare and dependents/covered family members of deceased employees/retirees not eligible for Medicare, residing outside the MVP Co-Plan 25 HMO Plan defined geographic provider network as it exists from time to time; and

iii) For all Medicare eligible retirees, and their dependents/covered family members, and dependents/covered family members of deceased employee’s/retirees eligible for Medicare, residing within the geographic network served by MVP, the City will offer the MVP Medicare Advantage Preferred Gold as the sole plan.

iv) For all Medicare eligible retirees, and their dependents/covered family members, and dependents/covered family members of deceased employee’s/retirees eligible for Medicare, residing outside the geographic network served by MVP, the City will offer the MVP Preferred PPO Plan as the sole plan.

C. Section expired.

E. Section expired.

F. All Members hired to the Police Department between June 1, 2004 and December 31, 2006 shall contribute ten percent (10%) of the total cost of the Member’s health insurance. All Members hired to the Police Department on or after January 1, 2007, shall contribute fifteen percent (15%) of the total cost of the Member’s health insurance, not to exceed One Thousand Dollars ($1,000.00) per year. Employees hired to the Police Department prior to June 1, 2004 shall pay ten dollars ($10.00) per week for health insurance. Effective July 1, 2015, all Members hired to the Police Department on or after January 1, 2007 shall contribute fifteen percent (15%) of the total cost of the Member’s health insurance, not to exceed one thousand five hundred dollars ($1,500.00) per year.
G. Employees hired to the Police Department prior to June 1, 2004 who retire on or after July 1, 2013, and their dependents/covered family members shall, upon retirement of the employee, be provided the opportunity to participate in the health insurance plan(s) offered by the City and shall pay ten dollars ($10.00) per week toward the cost of their health insurance premium. Employees hired to the Police Department on or after June 1, 2004 who retire on or after July 1, 2013 and their dependents/covered family members shall, upon retirement of the employee, be provided with the opportunity to participate in the health insurance plan(s) offered by the City and shall pay fifteen percent (15%) of the cost of the annual health insurance premium, not exceeding One Thousand Dollars ($1,000.00) annually.

H. Section expired.

I. The City may offer different insurance plans which are substantially similar to those plans currently in existence, subject to the approval of the Lieutenants PBA, which approval shall not be unreasonably withheld if the plan is substantially similar. The City shall notify the Lieutenants PBA of a potential health plan alteration a minimum of ninety (90) days before any change in the health plan is made. If a genuine dispute arises regarding whether the health care plan is “substantially similar” then an expedited arbitration hearing shall be conducted. An arbitrator shall be selected pursuant to the procedures established by PERB. The arbitrator shall hear arguments and render a decision no more than thirty (30) days after the process (i.e., the decision to go to arbitration on the issue) has been initiated.

J. In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act (“PPACA”), the Health Care and Education and Reconciliation Act of 2010 (“HCERA”) and/or any other legislation, rule or regulation:

i) impact in any way the health insurance plans, costs or benefits provided for in this Agreement (including but not limited to contractual benefits such as health insurance buy-outs or stipends); or

ii) raise a question as to whether the health insurance benefits provided for herein meet certain standards contained in such legislation, rules and/or regulations (including, but not limited to, compliance with legislation, rules, regulations, or any legislation, rules, or regulations which may cause the employer to be charged any penalty, or those that govern whether plan benefits meet the “minimum essential benefits” standard or a similar standard, whether employer premium contribution levels are adequate and/or meet legal requirements, or whether the individual household affordability standard is satisfied); or

iii) permit an individual or group of individuals to receive benefits, subsidies, or credits through a health insurance exchange program (or any other government subsidy or benefit provided pursuant to the PPACA, HCERA, or any state or federal regulations or rules implementing health insurance reform laws), during the term of this Agreement; either party may immediately reopen negotiations on the issue of wages and health care, upon ten (10) calendar days prior notice. The parties hereby agree that while negotiations are pending, the employer may implement changes as necessary to comply with federal and/or state laws, rules, and
regulations and/or to avoid or eliminate penalties, potential penalties, or taxes after prior notice to the Lieutenants. Such changes may include, among others, modifications for individual employees, including modifications to individual or group coverage, benefits, contributions or wages, to the extent necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, taxes, or cessation of payments toward the cost of benefit(s) if such benefit(s) are not compliant with the PPACA/HCERA or if such compliance would cause employer penalty or cost associated with avoidance of penalty.

3. **Opt-Out and Procedure:** An employee may elect not to participate in a plan of medical and health insurance benefits provided under this Agreement and such employee shall be eligible to receive a payment of Three Thousand Dollars ($3,000.00) per year for family coverage, or Two Thousand Five Hundred Dollars ($2,500.00) for two person coverage per calendar year, or Two Thousand Two Hundred Dollars ($2,200.00) per year for single coverage. No employee shall be eligible to receive such payment unless the employee shall have presented proof to the Insurance Administrator that such employee and such employee’s eligible dependents/covered family members are covered by a comparable plan of medical and health insurance benefits for the entire year that such employee elected not to be covered by the plan of medical and health insurance benefits provided by the employer. Payments shall be made one month after the end of the calendar year during which the employee elected not to be covered by the plan of medical and health insurance benefits provided by the employer and the presentation of the required proof of coverage. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made in the month of November each year in writing to the Insurance Administrator pursuant to the regulations of the plan in effect together with evidence of coverage of such employee and such employee’s eligible dependents/covered family members under a comparable plan of medical and health insurance benefits. Such employee must promptly notify the employer of a termination of alternative medical and health insurance benefit coverage. In the event that an employee re-enrolls in a health insurance program, the employee shall be permitted a prorated portion of the per-year opt out payment, but shall not be permitted to again opt out of the insurance program during the calendar year.

4. **Life Insurance:** Effective January 1, 2007, the City of Saratoga Springs shall no longer provide at its own expense a life insurance policy for each Member of the bargaining unit. This provision applies to current Members of the bargaining unit, but shall not be retroactive for those Members who retired prior to January 1, 2007.

5. **Vision Plan:** Effective January 1, 2013, the City shall provide a Vision Plan of the Lieutenants PBA choosing not to exceed a cost of Three Thousand Dollars ($3000.00) per calendar year.

6. **Dental Plan:** The City agrees to provide dental plan(s), effective January 1, 2018, which employees may participate in, at the sole expense of the employee.

7. **Civil Lawsuit Defense:** In the event a Lieutenant is named as a defendant in a civil law suit, and the suit arises out of the Lieutenant’s performance of his/her duties and is based upon actions taken by the Lieutenant which are within the scope of his/her employment and authority, whether on or off duty, the
City, at its option, shall either furnish a defense for the Lieutenant or assume his/her reasonable attorneys’ fees and other reasonable cost of defense.

8. Cafeteria Plan: The City shall maintain a plan pursuant to the provisions of Section 125 of the Internal Revenue Code for all employees with regard to benefits, including but not limited to health and dental insurance contributions, unreimbursed medical and dental expenses, co-payments and the costs of dependent care. Should the statute be amended to modify, delete or add a permissible deduction(s), the City’s obligation shall be to comply with any such modification, deletion or addition.

9. Retention of Benefits: A Member who retires under a contract providing for health insurance and/or other benefits at a specified contribution rate continues to receive those benefits at that contribution rate for the rest of his/her life.

**ARTICLE XI – Seniority**

1. Seniority shall be determined by time in rank. When all things are equal, the determining factor concerning seniority shall be:
   a. The total length of Civil Service appointed time in the Police Department; and
   b. The final Civil Service mark as determined by the Civil Service Commission. When both these factors are equal, seniority will be determined by the length of time in the Department, whether it is Civil Service appointed time or temporary time.

2. An employee shall forfeit his/her seniority rights only for the following reasons:
   a. He/she resigns;
   b. He/she is dismissed and is not reinstated;
   c. He/she retires on regular service retirement;
   d. Death;
   e. He/she abandons his/her position pursuant to Civil Service Rules and Regulations;
   f. And/or fails to return to duty at the expiration of an authorized Leave of Absence without giving a reasonable excuse in advance of the expiration date to the Department of Public Safety.

3. In any event it becomes necessary to reduce the police force, departmental seniority shall govern layoffs, and recalls. The employee lowest on the seniority list shall be the first laid-off and the last to be recalled.

4. Seniority shall be a major factor in filling work assignments, subject to the Department’s need to have experienced employees on each shift. The senior employee’s qualifications to perform the duties required shall also be a major factor in filling such assignment.

**ARTICLE XII – Professional Training and Improvement Courses**
The City and the Lieutenants are in agreement that it is to the best interest of the administration of the Department that as many employees as possible participate in professional, education, and training courses whenever the same are available. Any employee desiring to participate in training in excess of forty (40) hours in any given calendar year must obtain prior written permission from the Commissioner.
In order to facilitate the availability of such courses to the personnel of the Department, the following are hereby adopted:

1. The Department shall post on bulletin boards announcements of all courses to be given which are either compulsory for a segment of the staff, are prerequisites to promotion or improved assignments or may be optional for the purpose of improving the professional standing of the Lieutenants or the Department. All eligible staff Members shall have an opportunity to bid for the prerequisite and optional courses. In the event that there are more bids than openings available, the senior personnel, qualified under objective standards, will be given the preference subject to any special requirements by the institution giving the course.

2. **Compulsory Courses:** The City shall arrange all compulsory courses and training programs in a manner so that any Lieutenant required to complete such course or participate in such training program shall be able to do so during his/her regularly scheduled tour of duty, if possible, or shall be compensated accordingly.

3. **Optional Courses:** Any lieutenant attending an optional educational course at an accredited college or university directly related to the furtherance of their proficiency as a Lieutenant, with prior Departmental approval from the Commissioner and the Chief of Police, shall upon successful completion thereof, and presentation of evidence of such completion, be reimbursed by the City for the cost of the tuition, books, supplies and fees in the taking of such course. The cost of courses, whether criminal justice specific or electives needed in a criminal justice program required for the degree, regardless of where they are taken, will be capped at the current rate set by the SUNY-ALBANY system annually. Should a person who has been reimbursed leave the Department for any reason, the following reimbursement formula will apply:

   - Leave within one (1) year – One Hundred percent (100%)
   - Leave within two (2) years – Fifty percent (50%)
   - Leave within three (3) years – Twenty-Five percent (25%)

4. **Prerequisite Courses:** Whenever a course is given which is a prerequisite for promotion or for improved or advantageous assignment, the timing of such course shall be so arranged, if possible, as to permit all interested personnel to register and complete the same in sufficient time to become a candidate for the position.

5. **Special Courses:** Whenever a special course is announced by an educational institution which in the opinion of the Department Head will result in the improvements of the professional capacity of a Lieutenant, the City may arrange to permit as many of the personnel as are interested in attending such course when not on duty and are eligible to do so, keeping in mind the criteria that if only a limited number can attend, seniority shall be the primary requirement for eligibility insofar as the City is concerned.

6. **Education Incentive:** Commencing January 1, 2002, the City shall pay an education stipend on an annual basis, to any Member of the bargaining unit according to the following schedule: two percent
(2%) for an Associate’s Degree; three percent (3%) for a Bachelor’s Degree; or four percent (4%) for a Master’s Degree.

Any employee shall be eligible for an education stipend only for a completed degree from an accredited college or university.

**ARTICLE XIII – Transfers**

1. It is recognized that transfers may be to either a more or less desirable function or position. Therefore, in selecting personnel for transfer the following criteria shall be applied:

   a. The Department may transfer any employee to a position less desirable than the one he formerly occupied in an emergency situation. However, such emergency shall not continue for more than one (1) week unless the employee voluntarily agrees to continue to perform the duties for a longer period of time. If it is necessary to fill the position for an extended period of time, the Lieutenant with the least seniority qualified to perform the work shall be selected.

   b. Vacancies to preferable assignments shall be posted and all Lieutenants desiring to be transferred to such assignments shall, submit their written request therefore to the Chief of the Department. The Department shall prepare a list of such applicants and appointments thereto shall be made in accordance with the provisions of Article XI, Section 4. Any Lieutenant who is bypassed in selection for such assignment shall be advised of the reason therefore, and may, if he/she believed the Department to be in error, file a grievance with the Lieutenants and the Department concerning the same.

   c. Posting shall not be necessary for the filling of temporary vacancies of less than thirty (30) days duration.

   d. Newly created and vacant positions shall be filled from Civil Service lists immediately. However, nothing contained herein shall limit the authority of the City to create new positions or to abolish existing positions. If the Department decides to create a new position, the criteria therefore shall be discussed with the Association and a Civil Service examination shall be held to establish an eligibility list for the same. If it is necessary that the position be filled temporarily until the list is propounded, the Department shall post the position and eligible candidates shall apply for the temporary job. The person filling the job temporarily shall be paid at the rate that the permanent position will pay.

2. Employee requests for changes in the schedule posting shall be handled on the same basis as such requests are handled for vacation schedule changes.

**ARTICLE XIV – Retirement Incentive**

An employee who retires between his/her 20th and 21st year of service shall be paid a special longevity increment of One Thousand Five Hundred Dollars ($1,500.00), provided he/she notifies the City of his/her retirement at least eight (8) months in advance of the actual retirement date.
ARTICLE XV – Miscellaneous Provisions

1. Since all Lieutenants are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by a Lieutenant on his/her time off in the City of Saratoga Springs, or as otherwise directed by his/her superior, which would have been appropriate if taken by a Lieutenant on active duty if present or available, shall be considered official action, and the Lieutenant shall have all the rights and benefits concerning such action as if he/she were on active duty.

2. The Department will furnish for the use of the Lieutenants space for a bulletin board if such space can be made available at police headquarters and does not limit or interfere with the effective operation of the Department or practical use of the facility.

3. The City will provide each Lieutenant a handbook containing the rules and regulations of the Department and a copy of this Agreement. Provisions in the Rules and Regulations inconsistent with this Agreement shall be amended accordingly.

4. It is recognized by the City that the job of a Lieutenant is exceptionally hazardous. To reduce the danger as far as possible, the City will provide each Lieutenant with modern safety equipment and accessories. The City will also provide all equipment for the use of the Lieutenants necessary to the efficient and safe performance of their duties as determined by the Chief and/or the Commissioner of Public Safety.

5. The Safety Committee shall be free to inspect any equipment used by the Department, and advise the Chief of any faulty equipment found. Any Lieutenant or the Safety Committee may call to the attention of the Commanding Officer the fact that certain equipment may be dangerous to use, and the Commander shall have effective authority to remedy the situation by withdrawal of the equipment from use or arranging for its immediate repair. If the Commanding Officer refuses to take the necessary steps to remedy the situation, he/she must notify the Safety Committee of his/her decision within twelve (12) hours after the matter is brought to his/her attention, in which event the matter shall be laid before the Police Chief. If the Chief agrees with the Commanding Officer, he/she must so advise the Committee within twelve (12) hours, and the Lieutenants may then present the dispute to the Commissioner of Public safety. Rejection by the Commissioner will justify invocation of the arbitration procedure provided in Article VII of this agreement.

In any event, the Safety Committee and the Commissioner or his/her nominee, shall meet a minimum of once a month to review all matters provided for in this section.

Provided, however, that nothing herein contained shall require an employee to endanger his/her life because of faulty equipment.

6. Insofar as any provision of this Agreement shall conflict with an Ordinance or Resolution of the City Council, the terms of this Agreement shall prevail.
7. Wages, hours and all other conditions of employment legally in effect at the execution of this Agreement shall, except as specifically modified by agreement between the parties, be maintained during the term of the agreement.

8. This Agreement shall become effective as of January 1, 2017. This Agreement shall terminate on December 31, 2020. If the parties hereto have failed to agree upon a new contract on or before December 31, 2020, all of the terms and conditions set forth in this Agreement and any supplements or modifications thereof shall continue in full force and effect until the date of execution of a new agreement.

9. On or before April 1, 2020, the Lieutenants shall present to the City Council a list of proposals for negotiation for a 2021 contract. The parties shall meet to discuss and negotiate concerning such proposals as soon after June 1, 2020 as may be feasible, and will continue to negotiate until an agreement is reached or an impasse declared. The parties agree to utilize the facilities of the Public Employment Relations Board whenever necessary to assist them at arriving at a mutually satisfactory agreement. However, if the parties do not agree to upon the terms of a new contract before the end of the period set forth in Section 209-1 of the Civil Service Law, all unresolved issues shall be submitted for final determination as provided for in Section 209-4 of said statute.

10. If any article or section of this Agreement, or any supplement thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with an enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and its supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such Article or Section, if legally permissible.

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

12. The employer and the Lieutenants recognize that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community and that there should be no interference with such operations.

Adequate procedures having been provided for the equitable settlement of grievance under this Agreement, and for the negotiation of future contracts, the parties hereto agree that there will not be and that the Lieutenants, their officers, Members, agents or principals will not engage in, encourage, sanction or suggest, strikes, slow downs, lock outs, mass resignation, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Commissioner shall have the right to discipline or discharge any employee encouraging, suggesting, or participating in the strike, slow down or other such interference as provided for in the Civil Service law.

13. The City will allow the Police Lieutenants PBA to purchase disability insurance at their own cost.
14. **Employee Assistance Program/Random Drug Testing Policy:** The Parties agree to incorporate the Drug and Alcohol Testing Policy attached hereto as Appendix B and will become effective upon signing.

**ARTICLE XVI – Health and Physical Fitness Standards**

Section 1  
**POLICY**

In recognition that physical fitness is particularly important in the everyday performance of police officer duties and responsibilities and to reduce health insurance costs and risks, it is mutually agreed by and between the employer and the Association that an acceptable level of physical fitness shall be maintained by each Member of the bargaining unit as long as he/she is engaged in active employment. To maintain an acceptable level of physical fitness, a three component health standards program shall be initiated as defined below. Compliance with the requirements of the program shall be mandatory for all employees hired on or after January 1, 1993. Compliance with the program shall be voluntary for all employees hired prior to January 1, 1993.

Section 2  
**PROCEDURE**

A. **Physical Fitness Requirements:**

a. The physical fitness program for Members of the bargaining unit is set forth in Appendix A, attached hereto and made a part thereof.

b. The Department may establish incentive benefits to encourage employees to attain or exceed these standards. However, an employee who fails any portion of the physical fitness test, will be rescheduled to retake that portion of the test within the next ninety days. If the second test is failed, disciplinary action may be taken. Said disciplinary action may consist of a written reprimand or a suspension without pay of up to three working days per disciplinary action and not to exceed six working days per year in total. Imposition of discipline in accordance with this Section shall be subject to the grievance procedure specified in Article VI of this Agreement.

c. If an employee provides a doctor’s excuse for not taking the test, (for reasons other than injury on duty), another test will be scheduled within ninety days. If a second excuse is submitted, the Department reserves the right to appoint a doctor to determine whether a fitness test should be required. If the employee is ill on the day of the test, a doctor’s excuse must be submitted and the test will be rescheduled within ninety days.

d. Scheduling for physical fitness tests shall occur during normal work hours, as far as practical, and the employee shall receive paid leave at straight time for time spent performing the fitness test.

e. An employee who seeks professional help in attempting to improve his/her physical fitness (including but not limited to seeing a physician or physical trainer and being place on a nutrition/physical fitness program) immediately following a failed physical fitness test and who shown marked improvement by the ninety day rescheduled test will not be disciplined despite his/her failure to meet the physical fitness requirements. As long as an employee continues participation in such a program and continues to show marked improvement at subsequent physical fitness evaluations, he/she will not be disciplined. However, if an employee deviates from such participation and/or fails to show marked improvement at physical fitness tests, then the employee
shall be subject to discipline consisting of either a written reprimand or a suspension without pay of up to three working days per disciplinary action and not to exceed six working days per year in total.

f. The City recognizes that an employee may have a medical problem which prevents meeting the aforementioned requirements. If this is the case then an employee who does not meet the aforementioned requirements will not be subject to discipline.

g. Smokers: The City recognizes that employees who smoke may have difficulty meeting the foregoing physical fitness requirements. An employee who smokes and fails the physical fitness program is recommended to immediately seek professional help to stop smoking in order to improve his/her physical fitness and pass the test. The employee’s attempt at stopping smoking and improvement in that regard shall be considered when determining the appropriateness of discipline at subsequent physical fitness tests. However, if an employee continues to smoke over an extended period, then his/her status as a smoker will not be considered a mitigating factor in determining the appropriateness of discipline when he/she fails to meet the appropriate physical fitness requirements.

B. Incentives: As an incentive, and in order to facilitate compliance with this Article, the City shall reimburse each Member, required to comply with this article, in accordance with Section 1, with an amount equal to the cost of an annual individual membership in a local physical fitness facility. Said payment shall be capped at one hundred fifty dollars ($150.00) per Member per year. The Lieutenant shall present the City with proof of membership and the associated cost in January following the membership year. The City shall reimburse the lieutenant upon presentation of said proof.

The Lieutenants’ PBA acknowledges that each individual Member is responsible for complying with these physical fitness requirements. Any action taken by a Member necessary to be in compliance with these requirements shall be done on the employee’s own personal time. Further, the Lieutenants’ PBA and its Members agree to hold the City harmless from any alleged GML 207-C or other injury claims which arise out of any individual’s training, weight lifting, or other physical fitness conduct.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Dated: November 6, 2017

SARATOGA SPRINGS POLICE LIEUTENANTS’ PBA

Sean Briscoe, President

Dated: November 6, 2017

CITY OF SARATOGA SPRINGS

Joanne Yepsen, Mayor

Per City Council Approval 11/6/17
APPENDIX A

PHYSICAL FITNESS TEST

The physical fitness test is made of three parts: (a) strength, (b) endurance, and (c) flexibility. Bargaining unit members must pass all three parts of this test in order to successfully complete this portion of the health standards program.

A. **Strength**

   Hand and arm strength are necessary for police officers to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

   The employee is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulder. Fingers should be pointed straight ahead. The employee lowers the body until the employee’s chest barely touches the clenched fist of a tester. (The tester’s fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of the equivalent size may be substituted.) The employee then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below:

<table>
<thead>
<tr>
<th>AGE:</th>
<th>20-29</th>
<th>30-39</th>
<th>40 &amp; Older</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>30</td>
<td>25</td>
<td>15</td>
</tr>
<tr>
<td>Female</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
</tbody>
</table>

B. **Endurance**

   Bent Knee Sit Ups will be used to measure the employee’s abilities to maintain continued exertion over a prolonged period of time. The employee lies back on the floor, with the knees bent. The fingers should be laced behind the neck. The employee sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The employee should be able to complete the indicated number of bent knee sit ups in one minute’s time:

<table>
<thead>
<tr>
<th>AGE:</th>
<th>20-29</th>
<th>30-39</th>
<th>40-49</th>
<th>50-59</th>
<th>60-69</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>43</td>
<td>31</td>
<td>26</td>
<td>20</td>
<td>18</td>
</tr>
<tr>
<td>Female</td>
<td>30</td>
<td>24</td>
<td>15</td>
<td>14</td>
<td>14</td>
</tr>
</tbody>
</table>

C. **Flexibility**

   It is important that each employee maintain flexibility, especially given the number of hours spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility will be a 1.5 mile run. The times for passing this portion of the test are charted below:

<table>
<thead>
<tr>
<th>AGE:</th>
<th>20-29</th>
<th>30-39</th>
<th>40-49</th>
<th>50-59</th>
<th>60-69</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
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<td>14:45</td>
<td>15:35</td>
<td>17:00</td>
<td>19:00</td>
</tr>
<tr>
<td>Female</td>
<td>18:30</td>
<td>19:00</td>
<td>19:30</td>
<td>20:00</td>
<td>20:30</td>
</tr>
</tbody>
</table>
D. **Standards of Error Calculation**

The Institute for Aerobics Research also considers "Standards of Error" in calculating the above standards. These standards of error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

- **1.5 mile run**: Subtract 55 seconds from the final score
- **Sit Ups**: Add 1 sit up to final score
- **Push Ups**: No standard of error has been computed.
APPENDIX B
DRUG AND ALCOHOL TESTING POLICY

I. INTRODUCTION

A. BACKGROUND

The City of Saratoga Springs (“Employer” or “City”) and the Saratoga Springs Police Lieutenants’ PBA (“Lieutenants’ PBA” or “Lieutenants”) recognize the importance of a safe, efficient and healthy work environment for all employees represented by the Lieutenants’ PBA. This means that all employees must be able to work in a drug and alcohol free environment.

Due to the particular importance of assuring that police officers are free of the effects of prohibited drug and alcohol use in the workplace, and to assure safe and healthy operations, the Employer and the PBA adopt this testing policy.

B. GOALS AND PURPOSE

This policy is designed to:

1. Protect employees and the public from injury and economic loss caused by employees affected by prohibited drugs and alcohol.

2. Help create and maintain an environment that discourages the use of prohibited drugs and reporting to duty under the influence of alcohol.

3. Provide education and training on the effects and indicators of prohibited drug and alcohol use.

4. Ensure that employees understand that there is an Employee Assistance Program available to them, in which they may confidentially request assistance and/or rehabilitation for alcohol and drug use.

5. Encourage employees needing assistance to consult the Employee Assistance Program prior to being identified as testing positive for the use of drugs or alcohol under the terms of this Policy.

6. Provide for disciplinary action procedures and rehabilitation where appropriate for employees who fail a verified drug or alcohol test.

7. Provide for disciplinary action and rehabilitation programs for employees who fail to pass alcohol tests so that they may qualify for return to duty.

II. DEFINITIONS

COVERED EMPLOYEES: All Lieutenants’ PBA Bargaining unit members.

MEDICAL REVIEW OFFICER (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by this drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result, together with his/her medical history and any other biomedical information.
**SUBSTANCE ABUSE PROFESSIONAL (SAP):** A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**DESIGNATED EMPLOYER REPRESENTATIVE (DER):** The Employer or individual(s) identified by the Employer as able to receive confidential communications and test results directly from the Medical Review Officer, BATs, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

**ADULTERATED SPECIMEN:** A urine specimen into which the employee has introduced a foreign substance.

**DILUTED SPECIMEN:** A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid (usually water) into the specimen either directly or through excessive consumption of fluids.

**SUBSTITUTED SPECIMEN:** A specimen that has been submitted by the employee in place of his/her own urine.

**BLOOD ALCOHOL CONCENTRATION (BAC):** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

**EVIDENTIAL BREATH TESTING DEVICE (EBT):** An EBT approved by the National Highway Traffic Safety Administration (NHTA) for the evidential testing of breath and placed on NHTA’s “Conforming Products List of Evidential Breath Measurement Devices” (CPL).

**BREATH ALCOHOL TECHNICIAN (BAT):** An individual who instructs and assists individuals in the Alcohol testing process and operates an EBT.

**SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES (SAMHS):** A branch of the United States Department of Health and Human Services that is charged with improving the quality and availability of prevention, treatment and rehabilitative services in order to reduce illness, death, disability and cost to society resulting from substance abuse and mental illnesses.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS):** A department of the United State Government with the goal of protecting the health of all Americans and providing essential human services.

**NEW YORK STATE DEPARTMENT OF HEALTH (NYSDOH):** The New York State agency responsible for public health.

III. **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Pursuant to the City of Saratoga Springs Handbook, the City offers an Employee Assistance Plan (EAP) to full-time City employees and their immediate family members and
dependents up to age 26. The purpose of this program is to assist employees and eligible family members with those personal challenges and difficulties that they may experience which impact their work or personal lives. The intent of offering the EAP program is to encourage employees to voluntarily seek assistance from qualified professional counseling services for such issues as depression, grief, substance abuse, etc. that are impacting their lives. Because such services include counseling and assistance with drug or alcohol issues, it is important that members are aware of this service and seek it when needed. To encourage members to seek assistance voluntarily, the member’s participation in such services is confidential except to the extent required by law (e.g. threats of harm to self or others). The City presently contracts with Public Safety EAP (a division of ESI) to provide its EAP services. Members may contact the EAP at 1-888-327-1060 or www.PublicSafetyEAP.com to discuss benefits and seek assistance. The City liaison for the program is the City’s Human Resources Administrator.

IV. PROHIBITIONS
A. ALCOHOL PROHIBITIONS
Employees must not:

1. Report for duty or remain on duty while having a Blood Alcohol Concentration (BAC) of 0.02% or higher.
2. Refuse to submit to a test administered pursuant to this policy for the purpose of determining BAC.

B. CONTROLLED SUBSTANCE PROHIBITIONS
Employees must not:

1. Use illegal drugs or prescription drugs in an improper fashion which impairs their ability to perform their duties.
2. Refuse to submit to a test administered pursuant to this policy for the purpose of determining controlled substance use.
3. Adulterate, substitute or dilute any required specimen.

V. CIRCUMSTANCES OF TESTING
A. PRE-EMPLOYMENT
Conducted before applicants are hired.

B. RANDOM
Conducted on a random unannounced basis.

* Tests must be unannounced and spread throughout the calendar year. Random selection could result in an employee being selected for testing more than once in a calendar year.

C. REASONABLE SUSPICION
Conducted when an employee’s behavior or appearance is observed and that behavior is characteristic of alcohol misuse or the influence of drugs which may or may not be controlled substances. The City will require that one (1) trained supervisor or department
official verify and document the behavior. All reasonable suspicion drug and alcohol tests shall comply with Appendix “B”.

D. RETURN TO DUTY

Conducted prior to a return to duty after an individual who has engaged in prohibited conduct regarding drug use and/or alcohol misuse; the employee shall undergo a “Return to Duty” drug test and/or alcohol test with a verified negative result, after completion of any recommended treatment program or action.

E. FOLLOW-UP

Following a positive test and subsequent return to work, unannounced follow-up alcohol and/or drug testing will be required. A minimum of six (6) random follow-up drug and/or alcohol tests will be administered in the first twelve (12) months. An employee may be subject to follow-up random testing for up to twenty-four (24) months after return to duty upon the recommendation made by the Substance Abuse Professional.

VI. TESTING PROTOCOL

Testing for drugs will be conducted by urinalysis. An independent qualified contractor will perform all specimen collections for drug testing. An independent qualified breath alcohol technician (BAT) or the Police Chief or Assistant Police Chief will conduct testing for alcohol. If the employee tests positive, the MRO will provide the employee with a copy of that test result.

Except as provided below, the cost and expense of testing shall be fully paid by the City without any cost or charge back to the employee or Lieutenants’ PBA.

All testing shall be conducted during the employee’s work shift or an extension thereof during which times the employee shall be considered “on duty”.

VII. DRUG TESTING

A. DRUG TESTING ADMINISTRATION

1. All testing shall be administered by a third-party private testing facility which is independent of the City.

2. Testing shall be by random selection or if applicable by reasonable suspicion.

3. A random testing list will be compiled by the testing facility and sent to the City by certified mail, return receipt requested. The list will be active for seventeen (17) calendar days from the postmark date. At 0800 on the eighteenth (18th) day, the list expires. The Police Chief or his/her designee shall provide notice to the Union President of the date a list is received and the date it expires within five days after the date of expiration.

4. No more than fifty percent of the total number of bargaining unit members shall be tested each year by random selection. The fifty percent (50%) of the unit number may include a member being randomly tested more than once.

B. COLLECTION PROCESS
Drug testing will be conducted by analyzing an employee's urine specimen. The analysis will be performed by laboratories certified and monitored by the NYSDOH, SAMHSA and/or DHHS.

1. The employee will provide a urine specimen in a location that affords privacy.

2. The contractor performing the collection will seal and label the specimen, complete a custody and control form (CCF) and prepare the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. All specimens will be sealed and identified by an anonymous control tracking number established by the collector in the presence of the employee tested. The specimen collection procedures and chain of custody will ensure that the specimen’s security, proper identification and integrity are not compromised.

3. Drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has ten (10) calendar days (i.e., excluding weekends and holidays designated as such in the Collective Bargaining Agreement) from being notified of a positive test to request the split specimen be sent to another laboratory certified by the NYSDOH, SAMHAS and/or DHHS for analysis at the employee’s expense. If the split specimen proves to be negative, the City will pay the expense. If the split specimen proves to be positive, the employee shall bear this expense. This split specimen procedure essentially provides the employee with an opportunity for a “second opinion”.

C. THE MEDICAL REVIEW OFFICER (MRO)

The MRO is responsible for the Notification Procedure upon a positive test. The MRO must comply with the procedures set forth in Appendix B. Following completion of such procedures, the MRO shall report any positive test to the Police Chief.

D. TESTING STANDARDS

The designated laboratory will only test for the drugs listed below. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test.

<table>
<thead>
<tr>
<th>Drug Metabolite</th>
<th>Initial Test Level (ng/ml)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana Metabolite</td>
<td>100 or 50*</td>
</tr>
<tr>
<td>Cocaine Metabolite</td>
<td>300</td>
</tr>
<tr>
<td>Opiate Metabolites</td>
<td>300**</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>25</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>1000</td>
</tr>
</tbody>
</table>
Dependent upon laboratory set-up
**  15 ng/ml if immunoassay specific for free morphine

Concentration of drug at or above the following levels shall be considered a positive test result when performing a confirmatory GMIMS test on a urine specimen that tested positive using a technologically different initial screening method:

<table>
<thead>
<tr>
<th>Confirmatory Test</th>
<th>Level (ng/ml)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana Metabolite</td>
<td>15(1)</td>
</tr>
<tr>
<td>Cocaine Metabolite</td>
<td>150(2)</td>
</tr>
<tr>
<td>Opiates:</td>
<td></td>
</tr>
<tr>
<td>Morphine</td>
<td>300</td>
</tr>
<tr>
<td>Codeine</td>
<td>300</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>25</td>
</tr>
<tr>
<td>Amphetamines:</td>
<td></td>
</tr>
<tr>
<td>Amphetamine</td>
<td>500</td>
</tr>
<tr>
<td>1) Delta-9-tetrahydrocannabinol-9-carboxylic acid</td>
<td></td>
</tr>
<tr>
<td>2) Benzoylecgonine</td>
<td></td>
</tr>
</tbody>
</table>

E. All test results shall be treated with the same confidentiality as other employee medical records and shall not be released to any person other than the Police Chief.

F. Testing shall be conducted in the manner to ensure that the employee's legal drug use does not affect the test results.

G. No employee shall be required to divulge his/her lawful use of drugs/medication (over-the-counter or prescription based) to the City. To the extent the employee must provide information to the laboratory and/or MRO regarding his lawful use of drugs/medication in order to ensure that the employee's legal drug use does not affect the test results, such information is only to be divulged to the laboratory/MRO and is and shall remain confidential between the employee and the laboratory/MRO; such information shall not be provided to the City. The City shall provide a copy of the policy to the laboratory and MRO to ensure confidentiality.

H. The employee shall have access to information on the testing procedure and methods. A copy of the test result shall be provided to the employee.

VIII. ALCOHOL TESTING

A. The City shall only test for alcohol use if it has reasonable suspicion that an employee has reported for duty or is on duty under the influence of alcohol (There shall be no "random testing" for alcohol) (See Appendix "B-1"). In addition, to do so, the person claiming to have the reasonable suspicion shall fill out the "Reasonable Cause Drug and Alcohol Testing Checklist" (copy attached hereto as Appendix "B-2"). No employee may be tested without such form being
completed by the Police Chief or Assistant Police Chief, and such employee shall be provided with a copy.

B. Preliminary screening tests shall be performed by any duly trained third-party private testing facility which is independent of the City or by the Police Chief or Assistant Police Chief.

C. Preliminary screening tests shall be conducted by using approved instruments for administering field sobriety tests to licensed motor vehicle operators.

D. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. A test result indicating less than 0.02% alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02% or greater, a confirmation test must be conducted (not less than 10 minutes or more than 20 minutes after the first screening test). The employee and the breath alcohol technician (BAT) must complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results.

E. Any employee who, after the Reasonable Cause Drug and Alcohol Testing Checklist is filled out and provided to him or her, refuses to subject himself/herself to the alcohol tests, shall be considered insubordinate and subject to punishment therefore.

IX. TESTING PROCEDURES

A. RANDOM DRUG TESTING

1. Employees will be tested at a designated testing facility or location designated for such testing in the City.

2. Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home and remain there until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment the employee must submit to a "Return to Duty" test with a verified negative result.

B. REASONABLE SUSPICION TESTING

The "Reasonable Cause Drug and Alcohol Testing Checklist" (Appendix "B") is incorporated by reference. If the test result is positive, the form will be included in the employee's personnel file. If the test result is negative the form will be discarded. Upon written request, a covered employee may obtain copies of any records pertaining to the covered employee's use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substance tests.

1. Drug Testing
Employee must be transported to the testing facility/location. Upon completion of the testing the employee will be transported home until the results are received by the (DER). The employee will be placed on paid administrative leave pending receipt of the test results.

Upon receipt of a negative test result the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be evaluated by the Substance Abuse Professional (SAP) and a recommendation will be made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

2. Alcohol Testing

The City will be responsible for transporting the employee to the collection facility/location and to the employee's home, if necessary. The employee shall be placed on paid administrative leave pending receipt of the test results.

Upon receipt of a negative test result (under .02%), the employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result (.02% and above) from the Breath Alcohol Technician (BAT), the employee will be transported home.

C. FOLLOW UP

Positive test results require the employee to submit to a minimum of six (6) unannounced follow-up tests for drug and/or alcohol use during the first twelve (12) months following the initial positive test result. The Substance Abuse Professional (SAP) may also require unannounced follow-up tests up to sixty (60) months after return to duty.

D. TEST RESULTS

All records are considered confidential and will not be shared with any person or agency not part of this procedure, or as may otherwise be required by law. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review Officer (MRO), and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. However, the covered employee is entitled to obtain copies of any records concerning his/her use of drugs or alcohol, including any test records. If a covered employee initiates a grievance, hearing, lawsuit, or other action, the City may release this information to the relevant parties.

X. CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT

All covered employees must submit to drug and alcohol testing as set forth in this policy.

A. REFUSAL

1. REFUSAL to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and had a positive test
result.

2. The following actions may also constitute a refusal:

   - Failure to show up for any test within a reasonable time after being directed to do so by the employer.
   - Refusal to sign the certification provided by the Technicians.
   - Deliberate failure or refusal to provide adequate breath or urine sample. If the employee is unable to provide an adequate breath or urine sample, the City shall direct the employee to obtain an evaluation from a licensed physician, acceptable to the City, as soon as practical to determine the employee's medical ability to provide an adequate breath and/or urine sample. If the physician determines that a medical condition did (or could have) prevent the employee from providing an adequate sample the failure shall not constitute a refusal. However, if the physician is unable to make such a determination, the employee's failure shall constitute a refusal.
   - Engaging in conduct that clearly obstructs the testing process, e.g., adulteration or dilution of specimen.
   - Claiming illness after notification of testing.

B. ALCOHOL TEST CONSEQUENCES

1. A test measurement of less than or equal to .019 alcohol concentration will allow the employee to return to work.

2. A test measurement of 0.020 to 0.049 alcohol concentration will cause the employee to be suspended without pay for that tour. The employee will be allowed to return to work at the next assigned tour upon the condition that the employee is tested immediately prior to returning to work and the results of such testing indicate the employee has a 0.00 concentration. Any employee who tests positive twice within these parameters (0.020 to 0.049) during a twenty-four month period shall be immediately suspended without pay for thirty (30) calendar days and disciplinary procedures commenced against him/her, if a resolution cannot be agreed upon.

3. A test measurement of 0.0501 or greater will cause the employee to be suspended immediately without pay for thirty (30) calendar days and disciplinary procedures commenced against him/her, if a resolution cannot be agreed upon.

4. Any employee who refuses an alcohol test shall be treated as testing positive with an alcohol content of 0.051.

5. If an employee is unable to return to work after the suspension period due to treatment prescribed by a certified alcohol counselor (who determined he/she had an alcoholic illness), that member shall be eligible for paid sick leave following the conditions of sick leave procedures as outlined in the Collective Bargaining Agreement. In addition, disciplinary procedures against him/her may be implemented, if a resolution cannot be agreed upon.
6. Following completion of the suspension period, the employee must pass an alcohol test (0.00) prior to having the suspension without pay lifted and returning to work.

C. DRUG TEST CONSEQUENCES

A positive drug test for a prohibited substance, which is not subject to a medical exception, will result in the immediate suspension without pay for thirty (30) calendar days and disciplinary procedures commenced against him/her, if a resolution cannot be agreed upon.

All issues relating to the implementation and application of this Policy shall be subject to the Grievance Procedure set forth in the Collective Bargaining Agreement.
APPENDIX B -1

A. If an employee while on duty exhibits a physical condition, conduct or pattern of erratic behavior which indicates that the employee is under the influence of an intoxicating substance (e.g., drugs or alcohol), and the employee's supervisor has reasonable cause to believe, based on direct observation of use or based on observation of the employee's conduct, performance or behavior which indicates that the employee is under the influence of an intoxicating substance, or if the supervisor is provided with information from a reliable and credible source which is independently corroborated that the employee is engaging in use of or is under the influence of intoxicating substances while on duty or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug or alcohol on duty, the supervisor shall make an oral report to the Police Chief or Assistant Police Chief.

B. The Police Chief or Assistant Police Chief shall decide whether there is reason to investigate for purposes of ascertaining if available facts objectively indicate reasonable suspicion exists to pursue the inquiry, which may include meeting with the employee for purposes of providing the employee an opportunity to explain the conduct, performance or behavior. In the event such a meeting is going to be held, the Lieutenants’ PBA President (or if the President is not readily able to be contacted, another Lieutenants’ PBA representative) shall be advised and granted the opportunity to confer with the employee (and counsel if desired) prior to any meeting with or questioning by the Police Chief (or his designee), but in no event shall the meeting be delayed for more than two (2) hours to accommodate the Lieutenants’ PBA representation. The employee may then request that the Lieutenants’ PBA representative and/or legal counsel attend the meeting. The investigation of the employee’s behavior shall be confidential with due consideration for the dignity and privacy of the employee.

C. If the Police Chief or Assistant Police Chief decides that the employee should be referred for drug and/or alcohol testing, the following procedure shall be followed:

The Police Chief or Assistant Police Chief shall complete the "reasonable suspicion" checklist form, and sign it. The "reasonable suspicion" checklist which shall be used is attached hereto as APPENDIX B-2 and made a part hereof. In the event that the Police Chief or Assistant Police Chief believe there is a reasonable suspicion and has signed the reasonable suspicion checklist indicating the belief that the employee is under the influence of alcohol or drugs, the Lieutenants’ PBA President (or his designee) shall be contacted and advised immediately. The Lieutenants’ PBA (and counsel if desired) shall be given the opportunity to be present and consult privately with the member who may thereafter be ordered to submit to a drug and/or alcohol test and at the same time the employee and the Lieutenants’ PBA shall be given a brief verbal statement of the
basis for reasonable suspicion and a copy of the signed reasonable suspicion checklist. Refusal to submit to the test shall be deemed a positive test. Refusal to cooperate during the testing procedure shall constitute grounds for disciplinary action.

D. The employee shall have the right to have a Lieutenants’ PBA representative and counsel present for collection of the sample. In no event shall collection be delayed for more than two (2) hours to accommodate the presence of a Lieutenants’ PBA official and counsel.
APPENDIX B-2
Reasonable Cause - Drug and Alcohol Testing Checklist

(To be completed by Police Chief or Assistant Police Chief)

Name of Employee: _____________________________________________________________
Rank:_______________________________________________________________________

Nature of incident/cause of suspicion:___________________________________________
____________________________________________________________________________
____________________________________________________________________________

Behavioral indications noted, if any_______________________________________________
____________________________________________________________________________
____________________________________________________________________________

Physical signs or symptoms noted, if any:________________________________________
____________________________________________________________________________
____________________________________________________________________________

Witnesses, corroboration, etc.:__________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Has the employee taken any medication(s) in the past four weeks?___________________

If yes, list medication(s), quantity, and last date taken:____________________________
____________________________________________________________________________

Signature of Police Chief or Assistant Police Chief: ________________________________
Date:_________________________________________
APPENDIX B - 3

The following procedure will be followed by the MRO when contacting a police officer following the receipt of a positive, adulterated, substituted or diluted drug test:

1) Contact the police officer directly, on a confidential basis, to determine whether the police officer wants to discuss the test results. The MRO must explain to the police officer that if said police officer declines to discuss the test result with the MRO, the MRO will verify the test result as positive or as a refusal to test because of adulteration, substitution, or dilution.

   a. The MRO may have staff under his/her supervision conduct the initial contact limited to scheduling the discussion between the MRO and the police officer and telling the police officer the consequences of declining the discussion. If the police officer declines the discussion, the staff must document the police officer’s decision, including the date and time.

2) The MRO and his/her staff must make reasonable efforts to reach the police officer at the day and evening telephone numbers listed on the CCF. Reasonable efforts include, as a minimum, three (3) attempts, spaced reasonably over a 24-hour period, to reach the police officer at the day and evening telephone numbers listed on the CCF. If the MRO and his/her staff cannot reach the police officer directly after making these efforts, the MRO or his/her staff must take the following steps:

   a. Document the efforts made to contact the police officer, including dates and times. If both phone numbers are incorrect, the MRO may take the actions listed in 2(b) of this Appendix without waiting the full 24-hour period.

   b. Contact the DER, instructing the DER to contact the police officer.

      i. The MRO must only tell the DER to inform the police officer to contact the MRO.

      ii. MRO cannot inform the DER that the police officer has a confirmed positive, adulterated, substituted or diluted test result

      iii. MRO must document the dates and times of your attempts to contact the DER and the MRO must document the name of the DER contacted and the date and time of the contact.

3) The DER must attempt to contact the police officer immediately, using procedures that protect, as much as possible the confidentiality of the MRO’s request that the police officer contact the MRO. If the DER successfully contacts the police officer, the DER must document the date and time of the contact and inform the MRO. The DER must order the police officer to contact the MRO immediately. The DER must also inform the police officer of the consequences of failing to contact the MRO within the next seventy-two (72) hours.

   a. The DER must not inform anyone else working for the City that he or she is seeking to contact the police officer on behalf of the MRO.

Saratoga Springs Police Lieutenants PBA
Local 294, District 7
January 1, 2017 through 12/31/2020
b. If the DER has made all reasonable efforts to contact the police officer but failed to do so, the DER may place the police officer on temporary medically unqualified status or medical leave. Reasonable efforts include, as a minimum, three (3) attempts, spaced reasonably over a 24-hour period, to reach the police officer at the date and evening telephone numbers listed on the CCF.

   i. The DER must document the dates and times of these efforts.

   ii. If the DER is unable to contact the police officer within this 24-hour period, the DER must leave a message for the police officer by any practicable means to contact the MRO and inform the MRO of the date and time of this attempt.