AGREEMENT BETWEEN

CITY OF AMSTERDAM, NEW YORK

AND

AMSTERDAM PROFESSIONAL FIREFIGHTERS UNION

LOCAL 2825

July 1, 2014 THRU June 30, 2017

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AGREEMENT

This agreement entered into the 28th day of December, 2015 by and between the City of Amsterdam, New York, hereinafter referred to as the "City" and Local 2825 Amsterdam Professional Firefighters Union, hereinafter referred to as the "Union".

Article I

Bargaining Unit:

The City recognizes the Union as the bargaining agent for all Firefighters, Lieutenants and Battalion Chiefs within the Public Safety Department, excluding the Chief

Article II

Terms of Agreement

The term of this agreement is July 1, 2014 through June 30, 2017.

Article III

Salaries

Salaries shall be those set forth in the Appendices B, C, and D attached hereto. Percentage increases are as follows: "July 1, 2014: 2% (any retro-active pay shall be computed as if the pay increase took effect from 4/1/15 forward); July 1, 2015: 1%; January 1, 2016: 1%; July 1, 2016: 1%; January 1, 2017: 1%".

Longevity

Longevity increments shall be added, cumulatively in the amounts set forth below, after 9, 13, 17, and 21 years of service.

9 Years Service $500.00
13 Years Service ... $750.00
17 Years Service ... $1,000.00
21 Years Service… $300.00 (Effective 4/1/15)

Bi-Weekly Pay Period

The City may establish a bi-weekly payroll, provided such is in place for all other City bargaining units. In the event of a payroll error, any such errors will be corrected and if appropriate, paid by the Friday following the pay period in which the error occurred.

Direct Deposit

The City may require mandatory direct deposit of paychecks. Pay stubs may be provided electronically.

Article IV

Agency Shop

Each employee covered under the provisions of this collective bargaining Agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union; if such employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a Union member shall be paid to the Union by such non-member as and

for an agency fee for services rendered by the Union as the exclusive bargaining representative.

The employer agrees to and shall deduct from the wages of all employees covered hereunder, the monthly membership dues payments and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union.

The Union will indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City in reliance upon dues deduction authorization cards furnished by the employees and/or Union and agency fee deductions.

Article V

Union Representation

No amendment or modification of this Agreement shall be binding unless it is in writing and signed by the authorized representative of the City and the Amsterdam Professional Firefighters Local 2825.

1. Union Release Time:

The Union President and his or her designee will be granted 180 hours per year as needed to attend conventions, meetings, and other such Union functions with no loss of pay or benefits. All unused release time at the end of year may be carried over to be used in other years. Whenever possible the Chief shall be given forty-eight (48) hours notice of time and place of Union business. Such leave when granted will not diminish or impair any other leave granted at the same time to other members of the Fire Department. No more than two men per shift may be given release time at one time. In addition, all members of the negotiation team shall be given time off to attend any regularly scheduled negotiation session.

Article VI

Grievance Procedure

In the event of a dispute between the parties of this Agreement involving the interpretation or application of any provisions of the Agreement, either party shall have the right to resolve the dispute in the following manner:

1. Any grievance must be presented to the Fire Chief within ten (10) calendar days from the date the grievance arose or the employee had knowledge of the occurrence of the grievance. The grievance statement shall contain the specific nature of the grievance and the facts relating thereto, as well as the specific contract provisions allegedly violated. The grievance shall be discussed with the Fire Chief or his designee and with the representatives of the Union. If a particular employee is involved, he shall have the right to appear at such discussions. Within five (5) calendar days after meeting with the Chief, the Chief shall provide his response to said grievance in writing to the Union's designated representatives.

2. If the grievance remains unsettled, the Union may present an appeal to the Mayor within five (5) calendar days from receipt of the Chiefs decision, or within five (5) calendar days from when that decision should have been received. The Mayor shall provide his response in writing, within ten (10) working days of when the grievance appeal was received.

3. In the event that the grievance is not settled at the Mayor's stage, the Union may, within five (5) calendar days, file its demand for arbitration with the New York State Public Employment Relations Board. All of the Rules of the New York State Public Employment Relations Board will be followed for any arbitration which follows. The cost for the arbitration shall be borne equally by both parties. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement. Nothing shall be construed to allow the arbitrator to usurp or otherwise derogate the power and authority given by statute to the City.

Article VII

Bereavement

Full time employees in the bargaining unit shall be granted two work days leave of absence with pay for absences due to death in the employee's or his/her spouse's immediate family. Immediate family means spouse, natural child or stepchild, parents, grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law. A leave of absence not to exceed one (1) day shall be granted for death of any other blood relative of the employee. Blood relative shall mean: Aunt, Uncle, Great Aunt, Great Uncle, and First Cousin, and Grandchild.

Article VIII

Leave of Absence

The rules regarding leave of absence if when applicable, shall comply with the rules of Civil Service Commission as set forth in the Civil Service Law.

Article IX

Insurance

1. The City at its own cost and expense shall provide a $5,000.00 Group Life Insurance Policy for members of the Unit, on a non-contributory basis.

2. A.

(I) Effective with the first pay period following contract ratification (in October of 2000), each member of the bargaining unit will contribute ten (10%) percent toward the monthly premium cost of their respective health insurance plan (i.e., those with individual coverage will contribute 10% toward

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individual coverage for the plan in which they are enrolled; the same will be true for those enrolled in two-person or family plans). The premium contribution dollar amount shall remain at the dollar value in effect on June 30, 2011, until negotiated otherwise.

(ii) The Union will be provided with notice, upon receipt by the City, of any increase or anticipated increase to insurance premiums.

Effective July 1, 2005, the co-pay for doctor visits shall be $10.00. The Prescription co-pays shall be $0 for generic drugs, $10.00 for formulary drugs, and $15.00 for non-formulary drugs. If the member purchases his or her prescription drugs by mail order, there will be one (1) co-pay for orders which cover up to three(3) months.

Effective as soon as practicable, the City shall move to offer CanRx with a $0 generic co-pay (if available for the prescription). If a prescription is available through CanRx and is filled through any other provider there will be a $60 co-payment. If CanRx is not available for a given prescription or CanRx itself is no longer available, the generic co-pay shall be $0.

The City will provide health insurance benefits equal to or greater than the 1996 level of benefits provided by Associated Plan Administrators ("APA"); a copy of the 1996 Plan benefits is attached hereto and made a part hereof as Appendix "E".

B. Any firefighters entitled to health insurance coverage as herein provided may elect to waive coverage if his or her spouse has similar coverage. Firefighters waiving such coverage may be required to show proof of spouse's coverage to the City and the Union. A firefighter who desires to waiver such coverage shall so notify the City and the Union, in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the City. Firefighters waiving coverage will receive payment to be paid by separate check, without withholding or deductions, on September 15, December 15, March 15 and June 15, of each year, as follows:

$3,000.00 per year for family coverage waiver;
$2,000.00 per year for two-person coverage waiver; or
$ 1,500.00 per year for single coverage waiver.

If the spouse's coverage is terminated for any reason, the employee will immediately notify the City. Upon such notification, the City shall transfer the firefighter to the health insurance plan herein provided, and the firefighter will be provided full family coverage without preconditions or lapse in coverage. A firefighter who has waived his or her health coverage and who desires such coverage to be reinstated shall notify the City and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the date of receipt of such notification by the City.

3. A. All employees hired prior to June 30, 2000, shall be entitled to health insurance coverage upon retirement, at no cost the employee. Health Insurance coverage in retirement at "no cost to the employee" means the retired employee will not be required to pay any contribution toward her/his Health Insurance premium. Further, her/his co-pays for doctor visits and prescriptions shall be fixed at the amount in effect on the date of her/his retirement. Any employee hired after July1, 2000, and who retires with at least 20 years of service with the City shall be eligible for single coverage retiree health insurance, provided the employee shall pay whatever current employees are paying in contribution to such health insurance. Such contributions shall change should the parties negotiate a change for current employees.

B. Those employees hired after June 30, 2000, who retire with at least 20 years of service with the City and have two person or family coverage, shall be responsible for 50% of the premium cost of the two person or family coverage.

4. An employee may enroll in the CSEA dental and/or vision plan, at the employee's own expense.

Article X

Retirement

The City will provide a twenty (20) year career Retirement Plan for all employees of the Fire Department at no cost to the employees, as provided in Section 384-d (20 year retirement) of the Retirement and Social Security Law. Employees who elected other retirement options with the consent of the employer may continue such plans.

Effective July 1, 2001, the City will adopt, pursuant to the New York State Retirement and Social Security Law Guidelines, Retirement Plan 384-e for all firefighters who are on the payroll beginning on July 1, 2001 and remain on the payroll through June 30, 2002 ("one year window).

Upon retirement or separation other than disciplinary reasons, all employees shall be entitled to sell back any accumulated vacation days, compensatory time for carrying pagers (see Article XXII.3), personal days, Kelly days, and sick leave. The employee shall also be entitled to any monetary benefit that is part of the contract. During the year of his retirement or separation, the amount of unused leave or monetary benefit that an employee shall be entitled to be compensated for will be calculated by prorating the annual leave or monetary benefit over the time between January 1st and the employee's date of retirement or separation.

Retirement Incentive. Any member of the bargaining unit who retires between the 20th and 21st years of service, upon actual retirement, shall receive $5,000.00. Any member of the bargaining unit who currently has more than 20 years of service (as of 12/31/99) and who retired on or after July 1, 1998, shall also be entitled to the $5,000.00.

Article XI

Sick Leave

1. Full time employees in the bargaining unit shall be entitled to the benefits of GML Section 207-a for all line of duty injury or line of duty illness (See Article XXXV herein).

2. For non-line of duty injury or illness, full time employees in the bargaining unit shall accrue sick leave at the rate of two (2) days per month of service to a maximum of two hundred forty (240) days. Sick leave credits shall not be used for retirement purposes.

3. In determining the duration of a sick leave day credit or debit, one shift of twenty-four (24) hours shall equal three (3) days sick leave taken.

4. To avoid abuse of sick leave privileges, the City may, at its own expense, require a covered employee to submit to medical examination for certification of ability to work under the following conditions:

A. When an employee has been absent from work on three (3) consecutive work days.

B. When an employee has a pattern of attendance which suggests unreasonable use of sick leave.

C. When, during or after a claim period of illness, the City discovers facts that indicate abuse of sick leave.

D. An employee who claims sick leave the day before or after a holiday or vacation must submit medical certification of inability to work.

E. The City shall have the right to send its doctor to examine a firefighter immediately or thereafter when the firefighter reports an illness. A firefighter who refuses to allow the doctor to examine him shall be placed immediately on unpaid suspension.

5. Sick Leave Cash-Out: After July 1, 2000, unit members shall have the option, at retirement, to convert up to 1440 hours of unused with leave at full hourly value, and all other hours up to the cap of 1920 hours shall be paid at 20% to create a bank kept by the City which will be used toward the unit member's portion of the premium costs of health insurance. In the event of death of the unit member, the unit member's estate shall receive one-third of the balance (cash equivalent) at that bank.

6. A. Members of the bargaining unit shall be entitled to payment for unused sick leave upon death, retirement or termination of employment for reasons other than disciplinary action or resignation due to pending disciplinary action, at the rate of thirty (30) percent (%).

B. Members of the bargaining unit hired after October 3, 2000 shall be entitled to payment fur unused sick leave upon death, retirement, or termination of employment for reasons other than disciplinary action or resignation due to pending disciplinary action, at the rate of twenty (20) percent (%).

Article XII

Unused Sick Leave Annual Bonus

The employer will pay, as an incentive bonus to any member of the Fire Department, an amount equal to forty (40) hours pay at that employees straight time rate, providing that employee has not utilized any sick leave days during the previous December 1 - November 30 period. The employer will pay an amount equal to twenty (20) hours pay at the employees straight time rate, providing that the employee has used only one (24) hour sick day during the previous December 1-November 30 period. Unused sick leave bonus payment to be made during the first pay period in December of each year.

Article XIII

Notice Posting

It is agreed that the Union may use City Bulletin Boards in the firehouses for the purposes of posting notice to Union members, providing that such notice shall be clearly identified as Union notices.

Article XIV

Strike Clause

Pursuant to the provisions of Section 207, paragraph 3 of the Employees Fair Employment Act, the Union hereby affirms that it does not assert the right to strike against any Government, to assist or participate in any strike, or to impose an obligation to conduct, assist, or participate in such strike.

Article XV

Holidays

1. Covered employees shall be compensated for twelve (12) paid holidays per year. Such compensation shall be computed on the basis of each employees regular straight time rate of pay for ninety-six (96) hours and shall be paid in a lump sum to each employee during the first pay period in December of each year.

2. Each employee shall work on holidays according to the natural rotation of his or her schedule and shall receive no extra compensation whether or not he or she works

on any holiday in a given calendar year.

3. For informational purposes, the parties intend that the following days comprise the twelve (12) paid holidays referred to in Paragraph (I):

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
President's Day	Columbus Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

Article XVI

Vacation

1. Vacations shall follow the present existing procedure which is as follows for members of the Unit: The vacation period shall start on a Monday and end on a Sunday with the individual returning to work on the Monday thereafter. Each member of the Fire Department shall be entitled to receive a vacation of three (3) weeks per year except as set forth below for new hires after 1/1/12.

Effective 1/1/05, Union members at the end of their twelfth year of service, and beginning of their thirteenth year of service will receive an additional week of vacation. Unit members preference for vacation time shall be determined by seniority within their group and may be taken either consecutively or separate weeks. A new employee must have a full year of service within the fire department to be eligible for a vacation. Employees hired after 1/1/12 shall be entitled to one (1) week of vacation after one(1) year, two(2) weeks of vacation after two(2) years and three(3) weeks of vacation after five(5) years.

2. Payment of vacation pay shall be made in advance upon due notice to the City by the employee and if same can be reasonably effected.

3. Only two (2) men in a group will be allowed vacation or Kelly Days in the same period. (This does not include Personal Leave.

4. Effective 1/1/05, all Union members will be entitled to sell back up to one (1) week of vacation with seven (7) days advance notice to the Fire Chief. The members will be paid his/her vacation cash-out amount in the first pay period of December.

5. Splitting of one (1) week of vacation time will be permitted. This provision will sunset on June 30, 2017. The parties will review the feasibility of continuing the splitting of vacations six (6) months prior to the expiration of this Agreement.

Article XVII

Kelly Days

In the event days are applicable and required. Unit members shall pick Kelly Days in January of the year by selecting one day in each quarter of the year. All members of the Unit have the option to work his or her Kelly Days. If the employee so chooses to work, the member will be compensated an additional twenty-four (24) hours pay at straight time for each Kelly Day worked. The employee must also notify the Chief two (2) weeks in advance, whenever possible. This compensation shall be paid within two (2) weeks of the dates worked.

Furthermore, effective in the 2000 contract year and thereafter, each firefighter shall either be paid a lump sum of fourteen (14) hours at their straight time rate or be

permitted to take an equivalent time off as compensation for hours scheduled in excess of 2080 hours per year, calculated annually (January 1 - December 31). If a firefighter chooses to be paid, he/she will be paid annually in the first pay period of December.

Article XVIII

Personal Leave

1. Each full-time employee in the unit shall be entitled to take one (1) day personal leave with pay to attend pressing personal matters. Effective 1/1/07, members with 17 years of service shall be entitled to (2) days personal leave. Said leave may be taken as one (1) twenty-four (24) hour day, or six (6) four (4) hour periods at the option of the Unit member. Employees must give the Fire Chief 24 hours advance notice, if possible, except in cases of dire emergency. Any Personal Days requested shall be subject to the approval of the Fire Chief, which approval shall not be arbitrarily withheld. Personal leave may not be denied if a 24 hour written notice has been given. A maximum of forty-eight (48) hours personal leave per year may be rolled over to the next calendar year if not used.

2. Personal leave shall not affect the number of unit members eligible to use vacation or Kelly Day time on any particular day.

Article XIX

Clothing Allowance -Uniforms

1. Effective July 1, 2007, an annual clothing allowance in the amount of $500.00 per year for each member of the bargaining unit is to be paid by check the first pay period in July of each year. Effective July 1, 2008 the clothing allowance will be $600.00.

2. The City shall supply non-synthetic work clothes for the firefighters, if they are available from the work clothes services, the same or similar to the service currently contracted. Effective 7/1/2007 the allowance will include bed linens and towels. The City will be responsible for purchasing the first new set of linens and towels for each member.

3. There is no requirement of dress uniform for Firefighters.

4. Uniforms are not to be used off duty.

5. Members of the Fire Department shall receive a meal allowance of Ten Dollars ($10.00) for every four hours of overtime worked.

6. The City will replace eye glasses, contact lenses and dentures of firefighters lost or broken in the line of duty, upon the approval of the Fire Chief of the department.

Article XX

Preferred Jobs

Transfers or assignments to preferred jobs (except as otherwise provided under Civil Service Law) shall be posted for a minimum of five (5) days and all firefighters desiring such transfer or assignment shall make a written request therefore to the Chief of the department. Transfers or assignments to preferred jobs shall be posted for a minimum of five (5) calendar days. The posting must go up on a Monday and the City will make every reasonable attempt to notify employees who are off duty of said posting. All requests for transfers or preferred jobs shall be submitted to the Chief of the department

within ten (10) calendar days from the date of posting. However, upon mutual consent of the parties, these time frames may be extended. The City shall then make its selection from such list on the basis of seniority and qualification of the individual to be assigned or transferred. If any individual bypassed in such selection believes that the job was not assigned to him or her because of discrimination against him or her, they may file a grievance in accordance with the grievance provisions of this Agreement. If such grievance is not resolved, it may be submitted to arbitration as provided by the terms of this Agreement.

Article XXI

Seniority

1. Seniority shall be defined as the length of service which an employee has from the date the employee is permanently appointed to the Fire Department. In the event that employees have the same permanent appointment date, seniority shall be determined by the order of their Civil Service Test results.

2. Where appropriate, seniority in rank shall be recognized. Seniority in rank begins when a person is first permanently appointed to the position of Lieutenant or Battalion Chief.

3. In the event a person is appointed to Lieutenant or Battalion Chief on a temporary, acting or provisional basis, this time does not count towards seniority in rank.

4. When an employee is called in for overtime and works on another group, other than his permanent group, he or she will assume the position of least seniority, for that day, unless the employee being called to work overtime is an officer and there are no other officers on duty, in which case he will assume the position of his or her rank.

5. An up-to-date seniority list showing the names, date of permanent appointment and rank shall be posted each January, this list shall be made up by the Union and approved by the Chief of the department.

Article XXII

Out-of-Title, Call Back

1. Fire personnel who are assigned and work within their group in a class higher than that in which they are normally employed, shall be paid at the wage scale of the higher rank for all days so worked "Out of Title". "Out of Title" assignments shall be made only in writing by authorized personnel. Examples of out of title work shall include all driving assignments for non-drivers, senior personnel assuming Lieutenant's duties, and Lieutenants assuming Battalion Chief Duties in their absence. The intent of this section is to insure that there is at least one officer on duty per shift and that all driving positions are filled. This is not a progressive movement for those below the temporarily upgraded position.

2. Employees called back to overtime or to off-duty emergencies shall receive a minimum call back pay of four (4) hours per call back at one and one-half (1 1/2 X) the individuals straight time hourly rate equivalent.

3. All employees of the Fire Department who are required to carry a pager will receive one day (24 hours) of compensatory straight time which must be used in the year in which it is earned or which will be paid at the employee's straight time rate. Any payment will be made during the first pay period in December. An employee wishing to use a compensatory day or any part of the day pursuant to this paragraph must schedule such use, provided that the employee will be prohibited from taking this time off if it will cause overtime.

4. When an officer (Lieutenant or Battalion Chief) is called in for non-emergency overtime and works on a battalion, other than his/her permanent battalion, he/she will assume the duties of the officer he/she is replacing, if the position is available. The intent is to assure that all regular officers' positions on a battalion are filled. If an officer's position is not available the officers on overtime will assume duties as designated by the Officer of the Day.

When a Battalion Chief is off and a Battalion Chief is called in, the Battalion Chief called in will assume the position of Officer of the Day.

When a Battalion Chief is off and a Lieutenant is called in, the Lieutenant, called in will assume the position of Lieutenant, and the Lieutenant normally on-duty will assume the position of Officer of the Day.

Article XXIII

Off Duty Emergency Response

If a member of the Fire Department is injured as a result of any action taken by him during his off duty hours which would reasonably have been taken by the member under the same circumstances if he had been on active duty, such member shall receive the same rights and benefits in connection with that injury which he would have received had he been on active duty at the time

Article XXIV

Work Year

The basic work year for Firefighters is two thousand and eighty (2080) hours or the equivalent of two hundred and sixty (260) eight (8) hour days. The City shall arrange work schedules for Firefighters on a pattern of twenty four (24) hour shifts.

Article XXV

Merit Board

The City shall establish a Merit Board for recognition of meritorious service by members of the Fire Department.

Article XXVI

Rules and Regulations of the AFD

The Union shall present to the City a list of suggestions regarding the revision of the Rules and Regulations of the Amsterdam Fire Department. The City and the Union shall thereafter, (in a labor-management setting), meet, and commencing by January 15, 1999, to undertake the first revisions. Thereafter, the City and the Union shall meet once every two (2) years, during the first quarter of the year, for the purpose of reviewing the Rules and Regulations and revising same, as deemed necessary.

Article XXVII

Education Incentives

1. Reimbursement incentives are as follows:

   A. Any employee desiring to further his education by working toward a Fire Science, Fire Service Degree or other courses beneficial to the employer, approved by the Fire Chief, shall be reimbursed by the City up to a maximum of One Hundred Dollars ($100.00) per employee per year upon successful completion of the course.

2. Educational incentives are as follows:

   A. $225.00 per year for certification or successful completion of thirty (30) hours of college level Fire Science or Fire Service related studies;

   B. $300.00 per year for degree or successful completion of sixty (60) hours of college level Fire Science or Fire Service related studies;

   C. $450.00 per year for degree or successful completion of one hundred twenty (120) hours of college level Fire Science or Fire Service related studies;

   D. The total amount payable, in any event, shall not exceed $450.00.

3. Union members may attend these courses on release time when manpower permits.

4. All amounts due shall be payable in the first pay period in June of each year. Amounts shall be prorated from the date of completion during the first year.

Article XXVIII

EMT Compensation

Effective April 1, 2015, all Emergency Medical Technicians (EMTs) shall receive $1,550.00. Effective June 1, 2016, all Emergency Medical Technicians shall receive $1,650.00. Effective April 1, 2015, all A-EMTs shall receive 1,850.00. Effective June 1, 2016, all A-EMTs shall receive $2,050.00. This compensation shall be paid every year in June. If an employee works less than a full year in any given year, then the EMT compensation due to the employee shall be prorated.

Article XXIX

Negotiations

Negotiations shall begin the first week in March in the final year of a contract.

Article XXX

Impact Negotiations

Impact negotiations shall be in accordance with the provisions, as provided in the New York State "Taylor Law" and the decisions of the Courts and the Public Employment Relations Board there under.

Article XXXI

Labor-Management Committee

a. The intent of the Labor-Management Committee is to promote the continuous and harmonious relations between the City and the Union. Through this article the committee is agreed to and formed under the following conditions:

1. The committee will meet once a quarter at a time and date agreeable to both the City and the Union.

2. If both parties agree, a meeting may be postponed or canceled with one (1) week notice or less if needed.

3. The Union and the City both have representatives designated to attend these meetings, and that there be two (2) representatives from the City and two (2) representatives from the Union.

b. The Labor-Management Committee shall have the right to discuss all matters regarding the Amsterdam Fire Department and its activities including any and all topics related to the department.

c. It is expressly agreed that the activities and discussions held by Labor-Management Committee are not and will not be construed as re-opening of the contract existing between the City and the Union.

Article XXXII

Due Process Hearing Procedure

Where, because of statutory mandate (i.e. Section 71) and/or Section 73 of the New York State Civil Service Law or judicially imposed mandate, the Employer is required to hold a Due Process Hearing, the procedure utilized by the Employer shall be as follows:

1. The Employer and employee and/or his/her representative will mutually select an independent Arbitrator or Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an Opinion and Award. If the parties are not able to agree on an Arbitrator, PERB will be contacted and, in all cases, the rules of PERB shall apply.

2. No adverse employment decision, e.g. suspension, termination, will be taken against the firefighter unless and until such decision is rendered by the arbitrator after a due process hearing as specified in this Article.

3. This Article shall not apply to administrative matters, such as grievances, arbitrations, or disciplinary matters.

Article XXXIII

Family and Medical Leave of Absence Policy

Section 1. PURPOSE

To outline the conditions and procedures under which an employee may request time off for a limited period, as required by the federally enacted Family and Medical Leave Act ("FMLA"),

Section 2. DEFINITIONS

A. "Family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve weeks of leave per year under particular circumstances. Leave may be taken:

* Upon the birth of the employee's child;

* Upon placement of a child with the employee for adoption or foster care;

* When the employee is needed to care for a child, spouse or parent who has a serious health condition; or

* When the employee is unable to perform the functions of his/her

position because of a serious health condition.

NOTE: that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12 month period beginning on the date of birth or placement unless the employer permits a longer time.

B. "A serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

1. any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility; or
2. any period of incapacity that requires absence from regular daily activities of more than three days and that involves continuing treatment by (or

under supervision of) a health care provider.

C. "Leave" time may be paid or unpaid, see discussion below.

Section 3. RESPONSIBILITY

Each department head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Office of the Corporation Counsel.

Section 4. SCOPE

The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

Section 5. ELIGIBILITY

To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

Section 6. LEAVE OF ABSENCE: PAID OR UNPAID

A. For the adoption, or birth or care of child, parent or of a spouse, an eligible employee must use accrued vacation, personal leave time and sick time.

B. For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave.

C. In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

Section 7. EXTENSION OF LEAVE

In the event an employee requires leave in excess of the 12-week maximum described herein, the department head, at the department head's discretion, may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

Section 8. PERMISSION AND DOCUMENTATION

A. The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The employer may require a second medical opinion and obtain periodic recertification (at its own expense) only when the employer has reason to doubt the initial medical certification. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the employer and the employee.

B. If medically necessary for a serious health condition of the employee of his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

C. Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

Section 9. NOTIFICATIONS AND REPORTING REQUIREMENTS

A. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the employer. In cases of

illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

B. The term "reasonable prior notice" shall mean "not less than thirty (30) days notice or as soon as practicable."

Section 10. COVERAGE

A. Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

B. The Employer may deny reinstatement to an employee who fails to produce a "fitness-for-duty" certification to return to work. This requirement applies only where the reason for the leave of absence was the employee's own serious health condition.

D. Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

D. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the employer, the employer may recover from the employee the cost of the premium paid to maintain the employee's health insurance coverage, except when the family and medical leave is paid.

Section 11. PROCEDURES

A. Completion of Request for Family and Medical leave of Absence Notice:

> "A request for Family and Medical Leave of Absence must be originated in duplicate by the employee utilizing the approved form. This notice should be completed in detail, signed by the employee, submitted to the department head for proper approval, and forwarded to the Office of the Corporation Counsel. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave."

B. All requests for family and medical leaves of absence due to illness will

include the following information: Sufficient medical certification stating:

1. The date on which the serious health condition commenced;

2. The probable duration of the condition;

3. Medical facts within the knowledge of the health care provider regarding the condition.

C. In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give, if possible, an estimate of the amount of time that the employee is needed to provide such care.

D. For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.

E. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Section 12. RETURN TO DUTY

An employee returning from leave as covered by this policy is entitled to the same position held when leave began.

Section 13. EFFECT OF LABOR AGREEMENT

It is the intent of the employer to provide the standards as articulated in the federal FMLA and as detailed herein.

Section 14. CHANGE IN POLICY

The City reserves the right to modify this policy as necessitated by law.

Article XXXIV

Procedure for the Administration of Section 207-a of the General Municipal Law for the Fire Department of the City of Amsterdam.

Section 1. INTENT

This procedure is intended to implement the express language of Section 207-a of the General Municipal Law and is not intended to reduce any benefits that firefighters are entitled to pursuant to Section 207-a of the General Municipal Law.

For the purpose of this Article, "business day" shall mean Monday through Friday excluding any holiday when City Hall is closed for regular business.

Section 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT

a. A Firefighter or anyone acting on his behalf, who claims a right to benefits under Section 207-a of the General Municipal Law either because of a new illness or injury or the recurrence of a prior illness or injury shall make written notice and application for those benefits within ten [10] business days of when the firefighter reasonably should have known that the illness or injury would give rise to the claim of entitlement to 207-a benefits. The written notice and application shall be presented to the Chief or the Chiefs designee on the form which is made a part of this procedure (See Appendix "A" - Form 1).

b. The firefighter shall provide a medical authorization for the City to obtain copies of his relevant medical records from his treating physician or other health care provider. (See Appendix "A" - Form 2). The City will provide the firefighter, without cost to the firefighter, a copy of the records and reports provided to the City pursuant to the authorization as well as any records or reports by physicians, health care providers, or other experts who examine the firefighter on behalf of the City. The medical authorization shall contain a confidentiality statement prohibiting the use or release of the firefighter's medical records except for purposes authorized by this Procedure including

any hearing undertaken pursuant to Section 7.

c. The firefighter or his representative shall also fill out a report notifying the Retirement System of his or her claim for on-the-job injury. The form should be returned with the 207-a Application for transmittal by the Chiefs office. The form is attached hereto as Appendix "A" -Form 3.

d. In the event of a personal inability by the firefighter to give notice, such notice may be made by acting on behalf of such firefighter. If known, the notice shall describe the nature of the injury or sickness and the name of the treating physician.

e. The failure to satisfy any time limits specified above shall render a notice of filing untimely and shall preclude an award of any benefits pursuant to Section 207-a of the General Municipal Law; provided, however, that the Chief shall have the discretionary authority to excuse a failure to provide notice or file a report upon good cause shown.

Sections. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS.

a. The Firefighter shall be placed on sick leave pending determination of his eligibility for Section 207-a benefits.

b. In the case of any employee who has no sick leave time accrued to his/her credit, the City will advance sick leave for the purposes of this Section until such time as a final determination pursuant to Section 4 or Section 7 (as applicable), below, is made. In the event that the employee is denied 207-a eligibility and either the employee does not appeal this denial or after appealing the denial, the denial of benefits is upheld, the employee will reimburse the City in time (sick or vacation time) or money, at the option of the employee, for the sick leave time advanced.

c. In the event that an employee is found to be eligible for 207-a benefits, the employee will have all used sick leave credits restored.

Section 4. BENEFIT DETERMINATIONS

a. The City shall promptly review a firefighter's application for Section 207-a benefits and shall determine his eligibility within fifteen [15] business days after the Chief or the Chiefs designee receives the application.

b. In determining the application the City may require a more detailed statement from the Firefighter than that contained on the application. The City may take statements from witnesses and may send the firefighter to a physician or physicians of its choice for examination at the City's expense.

c. The determination will be made in writing to the firefighter, setting forth in detail any and all reasons for the determination. In the event that the application is denied, the City will simultaneously provide the firefighter, without cost, a copy of all information produced or acquired by it, in connection with the Firefighter's application and determination for Section 207-a benefits. The City will continue to provide the Firefighter with additional medical information subsequently produced or acquired.'

Section 5. ASSIGNMENT TO LIGHT DUTY

As authorized by the provisions of Subdivision 3 of Section 207-a, the Department, acting through the Chief, or the Chiefs designee, may assign a disabled firefighter specified light duties, consistent with his/her status as a firefighter. The Chief or the Chiefs designee, prior to making a light duty assignment, shall advise the firefighter receiving benefits under Section 207-a that his/her ability to perform a light duty assignment is being reviewed. Such a firefighter may submit to the Chief, or the Chiefs designee, any document or other evidence in regard to the extent of his/her disability. The Chief or the Chiefs designee, may cause a medical examination or examinations of the firefighter, to be made at the expense of the City. The physician selected, the firefighter and his/her physician, shall be provided with the list of duties and activities associated with a proposed light duty assignment. The City's physician shall make an initial evaluation as to the ability of the disabled firefighter to perform certain duties or activities, given the nature and extent of the disability. If the firefighters physician does not agree that the firefighter is medically able to perform the light duty assignment, he must express, in writing, those elements of the light duty assignment which the employee cannot perform and the specific medical reasons which preclude the firefighter from performing the duties. If there is a disagreement between the *City's* physician and the firefighter's physician as to the Firefighter's fitness to perform one or more portions of the duties of the light duty assignment, those portions cannot be

assigned until the dispute is resolved pursuant to Section 7. It is understood that assignment to light duty is temporary and that a Firefighter so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

Nothing contained herein shall require the Department to create light duty assignments.

Section 6. TERMINATION OF BENEFITS

a. Salary payments provided by Section 207-a(l) shall terminate upon the employee being retired pursuant to an accidental disability retirement or a performance of duty disability retirement as set forth in the Retirement and Social Security Law. Nothing herein shall preclude the continuation of207-a benefits pursuant to 207-a(2), if appropriate.

b. The City will not discontinue Section 207-a benefits without the consent of the firefighter unless the firefighter's treating physician certifies that he is medically able to return to work and the firefighter refuses to do so. In the event that the City believes that the benefit should terminate and the firefighter does not consent, or his physician does not certify that he is able to return to work, the City may utilize the provisions of Section 7 in order to receive a determination from the arbitrator regarding the Firefighter's continued eligibility for benefits.

Section 7. DISPUTE RESOLUTION PROCEDURE

In the event that the City denies an application for Section 207-a benefits, seeks to discontinue Section 207-a benefits, there is a dispute about whether a firefighter is capable of performing a specific light duty assignment, or there is an issue with respect to outside employment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. A hearing shall be held within sixty (60) days of appointment except that the deadline may be extended upon mutual consent. The arbitrator shall render his decision within thirty (30) days of the closing of the record. The determination of the arbitrator shall be final and binding on the City and the Firefighter, but shall not preclude further review at a subsequent date based upon new or

supplemental medical or other information. The cost of arbitration shall be borne equally by the City and the Firefighter.

Section 8. DISABILITY RETIREMENT

Consistent with Section 207-a, the City may file an application on the firefighter's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick Firefighter who is receiving 207-a benefits shall permit reasonable medical inspections in connection with such an application for accidental disability retirement or performance of duty disability retirement.

Section 9. CONTINUATION OF CONTRACT BENEFITS

For the first nine (9) months of leave pursuant to Section 207-a, a firefighter will continue to accrue all contract benefits. Beginning in the tenth (10th) month, the firefighter shall not accrue any contract benefits except for wages, applicable longevity and health insurance. In the event that the firefighter is assigned to light duty (pursuant to Section 5, above) the firefighter will be entitled to all contractually negotiated fringe benefits with respect to holidays, clothing, vacation, sick leave, etc.

Section 10. OUTSIDE EMPLOYMENT

If, as a result of an investigation, the Chief determines that a firefighter receiving benefits pursuant to 207-a has engaged in paid outside employment, the Chief shall provide written notice of such determination. The notice shall specify in detail any and all reasons and the factual basis for those reasons for the determination. The Firefighter may appeal the determination pursuant to Section 7 herein. The arbitrator shall have the authority to determine the amount of benefit to be reimbursed, if any, and direct the manner in which such reimbursement shall be made. The City, upon request, must be provided with a W-2 form or tax returns or other proof other than sworn statements by the firefighter. The firefighter may redact irrelevant information from the income tax information requested by the City, e.g., spousal income.

Section 11. HAZARDOUS EXPOSURE

A firefighter, who reasonably believes he or she may have been exposed to a health hazard, e.g., AIDS, Hepatitis-B, biological or chemical toxins, etc., as a result of

the performance of his or her duties, may file a hazardous exposure incident form (See Appendix "A" - Form 4) at the time of the exposure. The exposure form will be maintained by the City in the firefighter's personnel file.

If a firefighter claims a job-related injury due to exposure to a health hazard, then he or she must comply with the Notice of Disability filing requirements of Section 2 as well as the other requirements of this Article.

Section 12. EXCLUSIVITY OF PROCEDURES

These procedures are the sole exclusive procedures for determining a firefighter's eligibility for benefits under Section 207-a. As such, a firefighter shall have no right to challenge decisions of the City regarding eligibility or continued eligibility for 207-a benefits under the grievance machinery included in any collective bargaining agreement to which the firefighter or his or her collective bargaining representatives are a party.

Either party may file a grievance for a violation of these procedures. In that case, the scope of the arbitrator's authority will be solely to determine whether the procedures were complied with or violated.

Article XXXV

Code Enforcement Program

1. Code Enforcement Officers will engage in the following duties:

   A. Multiple dwelling inspections
   B. Public assembly postings
   C. Fire Safety Inspections
   D. Rental Certificates

2. There will be a minimum of six Code Enforcement Officers. The Code Enforcement Officers will equally split a total of $12,000.00. In the event six (or whatever number deemed necessary by the Fire Chief) Firefighters do not volunteer for

the Code Enforcement Program, the City will mandate such work by inverse order of seniority. Payment shall be made in the first pay period in June of every year. If the employee works less than a year then the amount due to that employee shall be prorated.

3. The Code Enforcement Officer program is open to all members of the bargaining unit.

4. If the Code Enforcement Officer is off duty and court time is required, the Officer shall be called back to duty to appear in court. The Officer shall be compensated a minimum of four hours of overtime. However, if a Code Enforcement Officer is on duty and must appear in Court, one member shall be called back to duty to fill the Enforcement Officers assigned position at a minimum of four hours overtime.

5. The Code Enforcement Program will be implemented effective July 1, 2000.

Article XXXVI

Reimbursement for Employee Travel

For any work-related travel, all employees shall receive the IRS rate if the employee's personal vehicle is used. If a department vehicle is used, the employee shall be reimbursed for gas and tolls upon presentation of written receipts. If a City vehicle is available, the City will provide it for use by the employee.

Article XXXVII

Officer Differential

Effective July 1, 2006, there shall be a minimum of a Ten percent (10) % differential in salaries between the position of Driver and Lieutenant. In addition there shall be a minimum of a Ten percent (10) % differential in salaries between the position of Lieutenant and Battalion Chief.

Article XXXVIII

Paramedic Requirements for New Firefighters

As per Civil Service Requirements, all new firefighters shall be required to become New York State Certified Paramedics. The cost and all necessary time for the certification process shall be the responsibility of the City of Amsterdam. Firefighters that are required to obtain certification as a paramedic shall be given two opportunities to complete the certification process. If a member that is required to complete this requirement does not obtain his/her paramedic certification after the second opportunity, they shall remain at their current pay step until the state certification process is completed.

Article XXXIX

Annual Physicals

The city shall provide an annual medical physical and medical evaluation to each member at the City's expense. The members shall complete and submit to the physician, an OSHA Respirator Medical Evaluation Questionnaire: Appendix C to Sec. 1910.134, prior to the physical/evaluation. The examination/evaluation shall be administered by the

City doctor or at the option of the employee by the employee's personal physician. The schedule of the examination/evaluation by the City physician shall be announced sufficiently far in advance to permit the member to schedule the physical/evaluation. If a member opts to have their personal physician perform the examination/evaluation the appointment shall be made on a non-duty day at the members own expense. The physical with the City's physician shall be made on a regular on-duty day, or the member shall receive one (1) hour of compensatory time if it is scheduled on a non-duty day.

If the member does not complete the examination/evaluation within thirty (30) days of the scheduled date for the examination/evaluation, the member shall be placed on light duty per Article XXXIV, Section 5 of this agreement, until the physical/evaluation is completed. If the physical/evaluation is not completed within thirty (30) days of being placed on light duty, the City has the right to order a physical/evaluation by the City physician.

If a member fails to attain medical certification of Class A as described by CFR 1910.134 he/she shall be assigned to light duty per Article XXXIV, Section 5 of this agreement.

In any case where there is a dispute over whether a member meets the Class A certification, the member shall be placed on light duty pursuant to Article XXXIV, Section 5 of this agreement,

All medical records shall be maintained in a separate file and kept strictly confidential.

Cooper Standard Initiative

Effective July 1, 2015, any employee who voluntarily meets the Cooper Standard will receive a stipend of $300 to be paid annually. Procedures for administering this provision will be worked out in the Labor-Management Committee.

ARTICLE XL

Discipline

1. The procedures and remedies herein provided shall apply in lieu of the procedures and remedies prescribed by Civil Service Law Section 75 and 76 which shall not apply to members of the Amsterdam Professional Firefighters Union, employees. Hereinafter, the Amsterdam Professional Firefighters Union is referred to as the "Union", the City of Amsterdam is referred to as the "Employer", and APFU members are referred to as "employee" or "employees".

2. All disciplinary actions under this article shall be closed to the public.

3. Disciplinary Procedure

(a) Discipline shall be imposed only for just cause. Where the Employer seeks the imposition of a loss or leave credits or other privilege, written pay, reduction in grade or dismissal from service, notice of such discipline shall be made in writing and served, in person or by registered or certified mail, upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including references provided with two (2) copies of the notice which shall include the statement, "You are provided two copies in order that one may be given to your representative. Your representative is the Union."

(b) The President of the Union shall be notified of the name of the employee, in writing, within twenty-four (24) hours of the service of a notice of discipline.

(c) The penalty may not be implemented until the employee:

(1) fails to file a disciplinary grievance within ten (10) days of service of the notice of discipline; or

(2) having filed a grievance, he fails to file a timely appeal to the Public Employment Relations Board (for appointment of a Disciplinary Arbitrator, until and the extent that it is upheld by the Disciplinary Arbitrator; or

(3) until the matter is settled.

(d) The notice of discipline may be the subject of a disciplinary grievance which shall be served upon the department or agency head or his designee, in person or by registered or certified mail, within ten (10) days of the date of the notice of discipline by the employee or the Union. The employee or the Union shall be entitled to a meeting to present his position to the Employer or his designee within ten (10) days of the receipt of the disciplinary grievance, and upon consideration of such position, the Employer shall advise the Union of his response in writing, by registered mail, certified mail or in person within (5) days of such meeting.
(e) The Employer's response may be appealed to Disciplinary Arbitration by the employee or the Union within (10) days of the service of the Employer's response. Notice of appeal to Disciplinary Arbitration shall be served by registered or certified mail with the PUBLIC EMPLOYMENT RELATIONS BOARD ("PERB"), with a copy to the Employer or its designee. PERB shall appoint a Disciplinary Arbitrator who shall give at least eight (8) days' notice of a hearing.
(f) Within five (5) days of the receipt of the list of arbitrators from PERB, the Employer and the Union shall jointly agree on a Disciplinary Arbitrator. If they cannot agree, an arbitrator shall be selected pursuant to PERB's procedures.
(g) The Disciplinary Arbitrator shall hold a hearing within twenty (20) days of his appointment and shall render a decision within five (5) days of the date of the close of the hearing or within give (5) days after receipt of the transcript, if either party elects a transcript. The hearing shall be completed within thirty (30) days unless a longer period is mutually agreed upon. The Employer shall be required to place an employee who had been suspended without pay, back on full pay status if the hearing has been delayed for reasons other than unavailability of an arbitrator.
(h) Either party wishing a transcript at a Disciplinary Arbitration Hearing may provide for one, with the expense of the transcript to be shared by both parties involved.
(i) Disciplinary Arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary Arbitrators shall neither add to, subtract from or modify the provisions of this agreement. The Disciplinary Arbitrator's decision with respect to guilt or innocence, penalty, probable cause for suspension pursuant to 5.a.1 of this Article, shall be final and binding upon the parties and the Disciplinary Arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. The Disciplinary Arbitrator may

consider any period of suspension in determining the penalty to be imposed.

(j) All fees and expenses of the Arbitrator, if any, shall be divided equally between the Employer and the Union, or the employee if not represented by the Union. Each party shall bear the costs of preparing and presenting its own case.

4. Settlements

Disciplinary Grievances may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement, shall be offered a reasonable opportunity to have his representative present before he is required to execute it. The Union Grievance Representative, at the appropriate level, shall be provided with a copy of any settlement within twenty-four (24) hours of its execution.

5. Suspension Before Notice of Discipline

(a) Prior to issuing a notice of discipline or the exhaustion of the disciplinary grievance procedure provided for in this article, an employee may be suspended without pay by his appointing authority only pursuant to paragraphs 1 or 2 below.

(1) The Employer may suspend without pay a Union employee, when the Employer determines that there is probable cause that such an employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with the operation of the department. Such determinations shall be reviewed by the Disciplinary Arbitrator. A notice of discipline shall be served no later than five (5) days following such suspension.

(2)(a) The Employer or its designee may, with agency approval, suspend without pay an employee charged with the commission of a crime. Such employee shall notify his appointing authority, in writing, of the disposition of any criminal charges including a certified copy of such disposition with five (5) days thereof. Within thirty (30) days following such suspension under this provision or within five (5) days from receipt by appointing authority of notice of the disposition of the charges from the employee, or he shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the Employer to take disciplinary action during the pendency of criminal proceedings.

(2)(b) A registered letter notifying the Union President of any suspension under 5.a.1 or 2 above, shall be mailed

within one (1) working day, excluding Saturdays, Sundays, or Holidays.

6. - Union Representation
An employee shall be entitled to be represented at a Disciplinary Grievance Meeting by his Union President or designee. Such Representative shall not suffer any loss of earnings or be required to charge leave credits as a result of processing or investing disciplinary grievances during work hours. Reasonable and necessary time spent in processing and investigating grievances, including travel time, during such employee's scheduled working hours shall be considered as time worked. However, when such activities extend beyond such employee's scheduled working hours, such time shall not be considered as time worked. Union staff representatives may be present at Disciplinary Grievance Meetings, Disciplinary Hearings and Arbitration Proceedings.

7. - Limitation
An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

Article XLI

No Layoff Clause

The City agrees that it shall not lay off any unit member for the term of this agreement (until June 30, 2014). The parties expressly agree that this "no lay off clause" is intended to protect and provide job security for unit members for the life of this agreement (ie. to distinguish it from layoff cause in Johnson City Firefighters Local 921 v. Village of Johnson City 18 N.Y.3d 32.

ARTICLE XLII

Safety Staffing (Ambulance)

If and only if the City operates a fire department ambulance service and the City elects to call in a minimum of seven (7) members on a shift, then such on-call time shall be at straight time for the seventh officer called.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 28 of DEC. 28, 2015:

THE CITY OF AMSTERDAM

By _____
Mayor

LOCAL 2825 AMSTERDAM
PROFESSIONAL FIREFIGHTERS

By _____
President 2825

Appendix "A"-FORM 1
City of Amsterdam Fire Department
General Municipal Law Section 207-a
Application

1. _____
Name of Firefighter

2. _____
Address

3._____ 4. _____
Telephone number Age

5. _____
Name of supervisor

6. _____
Current job title

7. _____
Occupation at time of injury/illness

8. _____
Length of employment

9. _____ 10. _____ 11. _____
Date of Incident Day of Week Time

12.a. _____
Name of witness(es)

b. _____

c. _____

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

_____

14. Where did the incident occur? Specify. _____

_____

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

_____

_____

16. When was the incident first reported? _____

To whom? _____Time _____

Witness (if any)_____

17. Was first aid or medical treatment authorized?

To whom? _____Time _____

18. Name and address of attending physician_____

19. Name of hospital_____

20. State nature of injury and part or parts of body affected _____

21. Will the officer be returning to duty? _____

When? _____

_____

_____

Date of report

_____, New York _____

Signature of injured officer

Appendix "A"-FORM 2

Release of Confidential Medical Information

INFORMATION IS TO BE RELASED TO:

Name: _____

Address: _____

_____

Telephone: _____ Fax: _____

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the City of Amsterdam, New York, or its duly authorized representative, with any and all medical and billing information which may be requested regarding my injury of_____ (insert date) and treatment rendered therefore.

I authorize the above-described persons (entities) to release (disclose) information described above. I have the right to revoke this authorization at any time by sending my written revocation to (Fire Chief, City of Amsterdam, New York). I understand that the revocation will not apply to any information released prior to your receipt of my written notice and a reasonable period in which to react to it. I understand that completion of this form is not a condition to treatment. Any information used or disclosed under this authorization may no longer be protected by privacy laws and may be subject to re-disclosure by the person or organization receiving or using it.

I understand that the information released may include confidential records regarding psychological or psychiatric conditions or treatment, drug use and/or alcoholism, confidential HIV information as defined by law, including without limitation information regarding treatment of Acquired Immunodeficiency Syndrome (AIDS) or associated conditions, and/or test orders or results relative to HIV infections. HIV/AIDS records may be protected under state or federal law and, except as otherwise provided by law, cannot be disclosed without my written consent which I may revoke at any time and by any reasonable means of communication.

This authorization will expire ninety (90) days from the date I sign unless a longer period is indicated here _____. I acknowledge that I have received a completely filled in copy of this Authorization after I signed it.

_____

Signature of Patient or Legally
Authorized (Personal) Representative

_____

Date

_____

Description of Authority of Legally
Authorized (Personal) Representative

*This release is given upon the condition that any records provided pursuant to this medical release will be provided simultaneously to the Firefighter. Any cost for these copies will be paid by the City of Amsterdam, New York. The health care provider is not authorized to prepare any special medical reports or otherwise communicate about the firefighter's condition.

CONFIDENTIALITY:

The medical records released are to be used solely by the City to carry out its obligations under Section 207-a of the General Municipal Law, administering the contractual 207-a procedures, or where the release is authorized or required by law. For 207-a purposes they may only be accessed by the attorney for the City of Amsterdam, New York, the Chief of the Fire Department, and their designated medical experts or to others authorized by the attorney for the City for the purpose of presenting evidence at 207-a hearings. If release of these records to others are authorized or required by law, the City will provide written notification to the firefighter listing the records released and to whom the records were released. Access without the firefighter's consent by any other individuals will be considered a breach of the City's contractual obligation to keep these records confidential.

Appendix "A" - FORM 3

New York State Policemen's &
Firemen's Retirement System
Governor Smith State Office
Building Albany, New York 12244

To: The Comptroller of the State of New York

In compliance with Section 363 and Section 363-c of the Retirement Law instructing me to notify your department of any and all injuries sustained in the line of duty as a member of the City of Amsterdam Fire Department, I hereby submit the following report:

_____ _____

Name of injured Firefighter Registration Number

_____

Address

_____ _____

Date of incident Time of incident

Description of Injury_____

_____

Medical care required _____

_____

Remarks _____

_____

_____

Signature of Firefighter

_____

Witness of injury

_____

Date

Appendix "A"- FORM 4

Report of Exposure*

Name:

Position/Rank:

Date of claimed exposure:

Substance to which the firefighter claims to have been exposed:

Place (address) where claimed exposure took place:

Name of witnesses to exposure:

Was the exposure investigated?

By whom:

_____	_____
Date	Signature of Firefighter
_____	_____
Date	Signature of Firefighter

*This form is to be used by a firefighter to report a claimed exposure to hazardous substances. A copy of this report will be placed in the firefighter's personnel file.

APPENDIX E
AFD SALARY 07/01/14 THRU 06/30/15 w/ 2% INCREASE

RANK	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	9 YEARS	13 YEARS	17 YEARS	21 YEARS
LONGEVITY						500.00	750.00	1,000.00	300.00
BAT. CHIEF									
ANNUAL					59,556.64	60,161.64	61,069.14	62,279.14	62,642.14
WEEKLY					1,145.32	1,156.95	1,174.41	1,197.68	1,204.66
HOURLY					28.63	28.92	29.36	29.94	30.12
OT					42.95	43.38	44.04	44.91	45.18
LIEUTENANT									
ANNUAL					54,142.40	54,692.40	55,517.40	56,617.40	56,947.40
WEEKLY					1,041.20	1,051.78	1,067.64	1,088.80	1,095.14
HOURLY					26.03	26.29	26.69	27.22	27.38
OT					39.05	39.44	40.04	40.83	41.07
DRIVER									
ANNUAL	32,072.82	36,284.64	40,496.48	44,708.30	49,220.36	49,720.36	50,470.36	51,470.36	51,770.36
WEEKLY	616.79	697.78	778.78	859.78	946.55	956.16	970.58	989.81	995.58
HOURLY	15.42	17.44	19.47	21.49	23.66	23.90	24.26	24.75	24.89
OT	23.13	26.16	29.21	32.24	35.49	35.85	36.39	37.13	37.34
FIREFIGHTER									
ANNUAL	31,647.08	35,858.90	40,070.64	44,282.58	48,794.40	49,294.40	50,044.40	51,044.40	51,344.40
WEEKLY	608.60	689.59	770.59	851.59	938.35	947.97	962.39	981.62	987.39
HOURLY	15.21	17.24	19.26	21.29	23.46	23.70	24.06	24.54	24.68
OT	22.82	25.86	28.89	31.94	35.19	35.55	36.09	36.81	37.02

APPENDIX E
AFD SALARY 07/01/15 THRU 12/31/15 w/ 1% INCREASE

RANK	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	9 YEARS	13 YEARS	17 YEARS	21 YEARS
LONGEVITY						500.00	750.00	1,000.00	300.00
BAT. CHIEF									
ANNUAL					60,152.20	60,757.20	61,664.70	62,874.70	63,237.70
WEEKLY					1,156.77	1,168.41	1,185.86	1,209.13	1,216.11
HOURLY					28.92	29.21	29.65	30.23	30.40
OT					43.38	43.82	44.48	45.35	45.60
LIEUTENANT									
ANNUAL					54,683.82	55,233.82	56,058.82	57,158.82	57,488.82
WEEKLY					1,051.61	1,062.19	1,078.05	1,099.21	1,105.55
HOURLY					26.29	26.55	26.95	27.48	27.64
OT					39.44	39.83	40.43	41.22	41.46
DRIVER									
ANNUAL	32,393.55	36,647.49	40,901.44	45,155.38	49,712.56	50,212.56	50,962.56	51,962.56	52,262.56
WEEKLY	622.95	704.76	786.57	868.37	956.01	965.63	980.05	999.28	1,005.05
HOURLY	15.57	17.62	19.66	21.71	23.90	24.14	24.50	24.98	25.13
OT	23.36	26.43	29.49	32.57	35.85	36.21	36.75	37.47	37.70
FIREFIGHTER									
ANNUAL	31,963.55	36,217.49	40,471.35	44,725.41	49,282.34	49,782.34	50,532.34	51,532.34	51,832.34
WEEKLY	614.68	696.49	778.30	860.10	947.74	957.35	971.78	991.01	996.78
HOURLY	15.37	17.41	19.46	21.50	23.69	23.93	24.29	24.78	24.92
OT	23.06	26.12	29.19	32.25	35.54	35.90	36.44	37.17	37.38

APPENDIX E
AFD SALARY 1/1/16 THRU 6/30/16 w/ 1% INCREASE

RANK	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	9 YEARS	13 YEARS	17 YEARS	21 YEARS
LONGEVITY						500.00	750.00	1,000.00	300.00
BAT. CHIEF									
ANNUAL					60,753.73	61,358.73	62,266.23	63,476.23	63,839.23
WEEKLY					1,168.34	1,179.98	1,197.43	1,220.70	1,227.68
HOURLY					29.21	29.50	29.94	30.52	30.69
OT					43.82	44.25	44.91	45.78	46.04
LIEUTENANT									
ANNUAL					55,230.66	55,780.66	56,605.66	57,705.66	58,035.66
WEEKLY					1,062.13	1,072.71	1,088.57	1,109.72	1,116.07
HOURLY					26.55	26.82	27.21	27.74	27.90
OT					39.83	40.23	40.82	41.61	41.85
DRIVER									
ANNUAL	32,717.49	37,013.96	41,310.45	45,606.93	50,209.69	50,709.69	51,459.69	52,459.69	52,759.69
WEEKLY	629.18	711.81	794.43	877.06	965.57	975.19	989.61	1,008.84	1,014.61
HOURLY	15.73	17.80	19.86	21.93	24.14	24.38	24.74	25.22	25.37
OT	23.60	26.70	29.79	32.90	36.21	36.57	37.11	37.83	38.06
FIREFIGHTER									
ANNUAL	32,283.19	36,579.66	40,876.06	45,172.66	49,775.16	50,275.16	51,025.16	52,025.16	52,325.16
WEEKLY	620.83	703.46	786.08	868.71	957.21	966.83	981.25	1,000.48	1,006.25
HOURLY	15.52	17.59	19.65	21.72	23.93	24.17	24.53	25.01	25.16
OT	23.28	26.39	29.48	32.58	35.90	36.26	36.80	37.52	37.74

APPENDIX E
AFD SALARY 07/01/16 THRU 12/31/16 w/ 1% INCREASE

RANK	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	9 YEARS	13 YEARS	17 YEARS	21 YEARS
LONGEVITY						500.00	750.00	1,000.00	300.00
BAT. CHIEF									
ANNUAL					61,361.27	61,966.27	62,873.77	64,083.77	64,446.77
WEEKLY					1,180.02	1,191.66	1,209.11	1,232.38	1,239.36
HOURLY					29.50	29.79	30.23	30.81	30.98
OT					44.25	44.69	45.35	46.22	46.47
LIEUTENANT									
ANNUAL					55,782.97	56,332.97	57,157.97	58,257.97	58,587.97
WEEKLY					1,072.75	1,083.33	1,099.19	1,120.35	1,126.69
HOURLY					26.82	27.08	27.48	28.01	28.17
OT					40.23	40.62	41.22	42.02	42.26
DRIVER									
ANNUAL	33,044.66	37,384.10	41,723.55	46,063.00	50,711.79	51,211.79	51,961.79	52,961.79	53,261.79
WEEKLY	635.47	718.93	802.38	885.83	975.23	984.84	999.27	1,018.50	1,024.27
HOURLY	15.89	17.97	20.06	22.15	24.38	24.62	24.98	25.46	25.61
OT	23.84	26.96	30.09	33.23	36.57	36.93	37.47	38.19	38.42
FIREFIGHTER									
ANNUAL	32,606.02	36,945.46	41,284.82	45,624.39	50,272.91	50,772.91	51,522.91	52,522.91	52,822.91
WEEKLY	627.04	710.49	793.94	877.39	966.79	976.40	990.83	1,010.06	1,015.83
HOURLY	15.68	17.76	19.85	21.93	24.17	24.41	24.77	25.25	25.40
OT	23.52	26.64	29.78	32.90	36.26	36.62	37.16	37.88	38.10

APPENDIX E
AFD SALARY 01/01/17 THRU 06/30/17 w/ 1% INCREASE

RANK	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	9 YEARS	13 YEARS	17 YEARS	21 YEARS
LONGEVITY						500.00	750.00	1,000.00	300.00
BAT. CHIEF									
ANNUAL					61,974.88	62,579.88	63,487.38	64,697.38	65,060.38
WEEKLY					1,191.82	1,203.46	1,220.91	1,244.18	1,251.16
HOURLY					29.80	30.09	30.52	31.10	31.28
OT					44.70	45.14	45.78	46.65	46.92
LIEUTENANT									
ANNUAL					56,340.80	56,890.80	57,715.80	58,815.80	59,145.80
WEEKLY					1,083.48	1,094.05	1,109.92	1,131.07	1,137.42
HOURLY					27.09	27.35	27.75	28.28	28.44
OT					40.64	41.03	41.63	42.42	42.66
DRIVER									
ANNUAL	33,375.11	37,757.94	42,140.79	46,523.63	51,218.91	51,718.91	52,468.91	53,468.91	53,768.91
WEEKLY	641.83	726.11	810.40	894.69	984.98	994.59	1,009.02	1,028.25	1,034.02
HOURLY	16.05	18.15	20.26	22.37	24.62	24.86	25.23	25.71	25.85
OT	24.08	27.23	30.39	33.56	36.93	37.29	37.85	38.57	38.78
FIREFIGHTER									
ANNUAL	32,932.08	37,314.91	41,697.67	46,080.63	50,775.64	51,275.64	52,025.64	53,025.64	53,325.64
WEEKLY	633.31	717.59	801.88	886.17	976.45	986.07	1,000.49	1,019.72	1,025.49
HOURLY	15.83	17.94	20.05	22.15	24.41	24.65	25.01	25.49	25.64
OT	23.75	26.91	30.08	33.23	36.62	36.98	37.52	38.24	38.46

Appendix "E"

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This document is a description of City of Amsterdam Employee Medical Benefits Plan (the Plan). The Plan described is designed to protect Plan Participants against catastrophic health expenses.

When a person is employed, that person's salary pays the expenses of day-to-day living. If a serious illness or injury occurs, the cost involved could cause serious financial difficulties. This Plan can ease such financial burdens by providing reimbursement for the great majority of covered expenses.

Coverage under the Plan will take effect for an eligible Employee and designated Dependents when the Employee and such Dependents satisfy the waiting period and all the eligibility requirements of the Plan.

The Employer fully intends to maintain this Plan indefinitely. However, it reserves the right through a procedure described in the Plan Administration section to terminate, suspend, discontinue or amend the Plan at any time with acceptance from union groups and upon advance notice to all Participants.

Changes in the Plan may occur in any or all parts of the Plan including benefit coverage, deductibles, maximums, copayments, exclusions, limitations, definitions, eligibility and the like.

If the Plan is terminated, the rights of Covered Persons are limited to covered charges incurred before termination.

This document summarizes the Plan rights and benefits for covered Employees and their Dependents and is divided into the following parts:

Eligibility, Funding, Effective Date and Termination. Explains eligibility for coverage under the Plan, funding of the Plan and when the coverage takes effect and terminates.

Schedule of Benefits. Provides an outline of the Plan reimbursement formulas as well as payment limits on certain services.

Benefit Descriptions. Explains when the benefit applies and the types of charges covered.

Benefit Limits. Shows the limits applicable for certain conditions or treatment methods.

This part should be read carefully since each Participant is required to take action to assure that the maximum payment levels under the Plan are paid.

Defined Terms. Defines those Plan terms that have a specific meaning.

Plan Exclusions. Shows what charges are not covered.

Claim Provisions. Explains the rules for filing claims and the claim appeal process.

Coordination of Benefits. Shows the Plan payment order when a person is covered under more than one plan.

Third Party Recovery Provision. Explains the Plan's rights to recover payment of charges when a Covered Person has a claim against another person because of injuries sustained.

COBRA Continuation Options. Explains when a person's coverage under the Plan ceases and the continuation options which are available.

ERISA Information. Explains the Plan's structure and the Participants' rights under the Plan.

AND TERMINATION PROVISIONS

ELIGIBILITY

Eligible Classes of Employees.

The following Classes of Employees:

(1) Active Employees who are scheduled to work at least 20 hours per week.

(2) Retired Employees.

Eligibility Requirements For Employee Coverage. A person is eligible for Employee coverage from the first day that he or she:

(1) is in a class eligible for coverage.

(2) is a Retired Employee of the Employer.

Eligible Classes of Dependents.

Dependent is any one of the following persons:

(1) A covered Employee's Spouse and unmarried children from birth to the limiting age of 19 years. However, a Dependent child will continue to be covered after age 19, provided the child is a full-time student at an accredited school, primarily dependent upon the covered Employee for support and maintenance, is unmarried and under the limiting age of 25. When the child reaches either limiting age, coverage will end on the child's birthday.

The term "Spouse" shall mean the legally recognized marital partner of a covered Employee. The Plan Administrator may require documentation proving a legal marital relationship.

The term "children" shall include natural children, adopted children or children placed with a covered Employee in anticipation of adoption. Step-children who reside in the Employee's household may also be included.

Employee intends to adopt, whether or not the adoption has become final, who has not attained the age of eighteen (18) as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have been commenced.

As required by the federal Omnibus Budget Reconciliation Act of 1993, any child of a Plan Participant who is an alternate recipient under a qualified medical child support order shall be considered as having a right to Dependent coverage under this Plan with no Pre-Existing Conditions provisions applied.

The phrase "primarily dependent upon" shall mean dependent upon the covered Employee for support and maintenance as defined by the Internal Revenue Code and the covered Employee must declare the child as an income tax deduction. The Plan Administrator may require documentation proving dependency, including birth certificates, tax records or initiation of legal proceedings severing parental rights.

(2) A covered Dependent child who is incapable of self-sustaining employment by reason of mental retardation or physical handicap, primarily dependent upon the covered Employee for support and maintenance, unmarried and covered under the Plan when reaching the limiting age. The Plan Administrator may require, at reasonable intervals during the two years following the Dependent's reaching the limiting age, subsequent proof of the child's disability and dependency.

After such two-year period, the Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator's choice, at the Plan's expense, to determine the existence of such incapacity.

of the covered Employee's home, but who are not eligible as a Spouse; the legally separated or divorced former Spouse of the Employee; any person who is on active duty in any military service of any country; or any person who is eligible for coverage under the Plan as an Employee.

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during and after the change in status, credit will be given for all amounts applied to maximums.

If both husband and wife are Employees, their children may be covered as Dependents of the husband and/or wife.

Eligibility Requirements For Dependent Coverage. A family member of an Employee will become eligible for Dependent coverage on the first day that the Employee is eligible for Employee coverage and the family member satisfies the requirements for Dependent coverage.

At any time, the Plan may require proof that a Spouse or a child qualifies or continues to qualify as a Dependent as defined by this Plan.

FUNDING

Cost of the Plan.

City of Amsterdam shares the cost of Employee and Dependent coverage under this Plan with the covered Employees. The enrollment application for coverage will include a payroll deduction authorization. This authorization must be filled out, signed and returned with the enrollment application.

The level of any Employee contributions is set by the Plan Administrator. The Plan Administrator reserves the right to change the level of Employee contributions with acceptance of union groups.

ENROLLMENT

Enrollment Requirements. An Employee must enroll for coverage by filling out and signing an enrollment application. The covered Employee is required to enroll for Dependent coverage also, including coverage for newborn children.

d or a Plan Participant is covered under the parent's coverage routine nursery care covered under this Plan. For coverage of ness or injury, including Medically Necessary care and ment of congenital defects, birth abnormalities or complications lting from prematurity, the newborn child must be enrolled as a endent under this Plan within 31 days of the child's birth in r for non-routine coverage to take effect from the birth.

e child is not enrolled within 31 days of birth, the enrollment will onsidered a Late Enrollment.

ELY AND LATE ENROLLMENTS

nrollment is either "timely" or "late":

(1) Timely Enrollment - The enrollment will be "timely" if the completed form is received by the Plan Administrator no later than 31 days after the person becomes eligible for the coverage.

If two Employees (husband and wife) are covered under the Plan and the Employee who is covering the Dependent children terminates coverage, the Dependent coverage may be continued by the other Covered Employee with no waiting period as long as coverage has been continuous.

(2) Late Enrollment - An enrollment is "late" if it is not made on a "timely basis." In the case of a late enrollment, the person will have to meet the Proof of Health Requirement to become covered.

of of Health Requirement. When proof of health is a condition person's coverage:

(1) such proof must be submitted in the form required by the Plan; and

(2) the applicant must provide all proof required to decide if he or she is an acceptable risk. A physical exam may be required as a part of this proof.

requirement is met on the date that the Proof of Health is roved by the Plan Administrator.

E[redacted]ve Date of Employee Coverage. An Employee will be covered under this Plan as of the first day of the calendar month following the date that the Employee satisfies all of the following:

(1) The Eligibility Requirement.

(2) The Actively at Work Requirement.

(3) The Proof of Health Requirement.

(4) The Enrollment Requirements of the Plan.

Actively at Work Requirement.

Active Employees - An Employee must be Actively at Work for a benefit or a benefit increase to take effect. An Employee will be considered Actively at Work if the Employee is performing the regular duties of employment on that day either at the Employer's place of business or at some location to which the Employee is required to travel for the Employer's business.

An Employee is considered to be Actively at Work on each day of a regular paid vacation and on each regular non-work day on which the Employee is unable to perform the essential functions of his or her job, if the Employee was Actively at Work on the last preceding regular work day.

An Employee is also considered to be Actively at Work while on a leave qualified under the Family and Medical Leave Act of 1993.

If an Employee is absent from work due to the inability to perform the essential functions of his or her job on the date this Plan would otherwise have been effective, the effective date will be deferred until the date on which the Employee returns as an Active Employee.

Retired Employees - For a benefit or a benefit increase to take effect on a Retired Employee, the following rule will apply:

The benefit or increase will be deferred if he or she is confined in a Medical Care Facility when it is due to take effect. In this case, the new coverage will take effect as of the date the Retiree has been free from confinement for 30 consecutive days.

Major Depen[illegible] coverage will take effect on the day that the Eligibility Requirement is met; the Employee is covered under the Plan; and all Enrollment Requirements are met.

ferral Rule. If a Dependent, other than a newborn child, is a tient in a Hospital or other Medical Care Facility or confined at me on the date coverage would otherwise become effective, verage will be deferred until the day following the date the pendent is discharged from the facility or home confinement, is good health and able to perform all of the normal activities of a rson of the same age and sex.

ERMINATION OF COVERAGE

hen Employee Coverage Terminates. Employee coverage will minate on the earliest of these dates (except in certain cumstances, a covered Employee may be eligible for COBRA ntinuation coverage. For a complete explanation of when COBRA ntinuation coverage is available, what conditions apply and how select it, see the section entitled COBRA Continuation Option):

(1) The date the Plan is terminated.

(2) The date the covered Employee's Eligible Class is eliminated.

(3) The last day of the calendar month in which the covered Employee ceases to be in one of the Eligible Classes. This includes death or termination of employment of the covered Employee. (See the COBRA Continuation Option.)

(4) The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.

ontinuation During Periods of Disability. A person may remain ligible for a limited time if active, full-time work ceases due to isability. This continuance will end as follows:

For disability leave only: the date the Employer ends the continuance as determined by the collective bargaining agreements.

While continued, coverage will be that which was in force on the ast day worked as an Active Employee. However, if benefits

continued person.

Continuation During Family and Medical Leave. Regardless of the established leave policies mentioned above, this Plan shall at all times comply with the Family and Medical Leave Act of 1993 as promulgated in regulations issued by the Department of Labor.

During any leave taken under the Family and Medical Leave Act, the Employer will maintain coverage under this Plan on the same conditions as coverage would have been provided if the covered Employee had been continuously employed during the entire leave period.

Rehiring a Terminated Employee. A terminated Employee who is rehired will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements, with the exception of an Employee returning to work directly from COBRA coverage. This Employee does not have to satisfy the employment waiting period.

Employees on Military Leave. Employees going into or returning from military service will have Plan rights mandated by the Uniformed Services Employment and Reemployment Rights Act. These rights include up to 18 months of extended health care coverage upon payment of the entire cost of coverage plus a reasonable administration fee and immediate coverage with no preexisting conditions exclusions applied in the Plan upon return from service. These rights apply only to Employees and their Dependents covered under the Plan before leaving for military service.

Plan exclusions and waiting periods may be imposed for any Sickness or injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, military service.

When Dependent Coverage Terminates. A Dependent's coverage will terminate on the earliest of these dates (except in certain circumstances, a covered Dependent may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled COBRA Continuation Option):

(1) The date the Plan is terminated.

(2) The date that the Employee's coverage under the Plan terminates for any reason including death. (See the COBRA Continuation Option.)

(4) On the first day of the month that follows the first date that he or she ceases to be a Dependent as defined by the Plan. (See the COBRA Continuation Option.)

(5) The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.

N ENROLLMENT

Every June, the annual open enrollment period, covered Employees and their covered Dependents will be able to change some of their benefit decisions based on which benefits and coverages are right for them.

Benefit choices made during the open enrollment period will become effective July 1st and remain in effect until the next July 1st unless there is a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage due to loss of a Spouse's employment. Coverage waiting periods, Proof of Health Requirements and Pre-existing Conditions Limits are waived during open enrollment.

A Plan Participant who fails to make an election during open enrollment will automatically retain his or her present coverages.

Plan Participants will receive detailed information regarding open enrollment from their Employer.

lification of Eligibility (800) 248-3539

this number to verify eligibility for Plan benefits before the ge is incurred.

HCAL BENEFITS

red Health Network is a Point of Service Managed Care nization.

Plan has entered into an agreement with certain Hospitals, sicians and other health care providers, which are called work Providers. Because these Network Providers have agreed harge reduced fees to persons covered under the Plan, the can afford to reimburse a higher percentage of their fees.

oint of Service Managed Care Organization is similar to a th maintenance organization but Covered Persons are not icted to using the Network Providers.

reimbursement from the Plan for medical services rendered or pitalizations will be higher if the Covered Person uses Network viders, but a Covered Person can choose any Physician or pital and receive reimbursement from the Plan. This is called nt of Service" because the level of reimbursement is rmined at the point the services are provided.

ditional information about this option, as well as a list of Network viders, will be given to covered Employees and updated as ted.

uctibles/Copayments payable by Plan Participants

uctibles and copayments are dollar amounts that the Covered son must pay before the Plan pays.

eductible is an amount of money that is paid once a Calendar r per Covered Person. Typically, there is one deductible unt per Plan and it must be paid before any money is paid by Plan for any covered services. Each January 1st, a new uctible amount is required. Deductibles do not accrue toward 100% maximum out-of-pocket payment.

opayment is a smaller amount of money that is paid each time a ecific service is used. Typically, there will be many copayments required on many services and other services will not have any co[redacted]ments. Copayments do accrue toward the 100% maximum out-of-pocket payment.

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
DEDUCTIBLES/ COPAYMENTS	Determined by the collective bargaining agreement.	Determined by the collective bargaining agreement.
COINSURANCE		After deductible, the Plan pays 80% until the Lifetime out-of-pocket maximum is reached, then the Plan pays 100%
LIFETIME OUT-OF-POCKET MAXIMUM (Combined for Network and Non-network Providers)	N/A	$2,000 per person
MAXIMUM BENEFIT AMOUNT	$1,000,000	$1,000,000

OSPITAL:	PROVIDERS	PROVIDERS
	Inpatient: No Hospital deductible. 365 days per spell of illness; 365 additional benefit days per spell of illness. Paid in full	Inpatient: Subject to Hospital deductible. Day limitations same as Network benefits. Paid in full
	Mental and Nervous Disorders: Paid in full subject to prior approval. Limited to 30 days per Calendar Year; 120 additional benefit days per spell of illness per Calendar Year.	Mental and Nervous Disorders: Subject to Hospital deductible. Limited to 120 days per Calendar Year. Paid in full
	Outpatient: Preadmission Testing Paid in full	Outpatient: Preadmission Testing Paid in full, not subject to the deductible
	Hospital benefits subject to no copayment: Paid in full Diagnostic Testing Surgery Hemodialysis Chemotherapy Radiation Therapy Physical, Occupational and Speech Therapy following hospitalization or surgery Otherwise, benefit would be subject to copayment	Hospital benefits subject to Hospital deductible: Paid in full Diagnostic Testing Surgery Hemodialysis Chemotherapy Radiation Therapy Physical, Occupational and Speech Therapy

PHYSICIAN SERVICES	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
	Office Visits: Subject to copayment	Office Visits: Subject to Major Medical deductible Paid at 80% subject to the Usual and Reasonable Charge
	Inpatient Visits: Paid in full Subject to 365 days per spell of illness with 365 additional benefit days.	Inpatient Visits: Paid in full Subject to 365 days per spell of illness with 365 additional days subject to Major Medical deductible and coinsurance paid at 80% subject to the Usual and Reasonable Charge
	Inpatient Mental and Nervous Disorders: Paid in full subject to prior approval Limited to 30 days per Calendar Year; 120 additional benefit days per Calendar Year	Inpatient Mental and Nervous Disorders: Subject to Major Medical deductible and coinsurance; Paid at 80% subject to the Usual and Reasonable Charge; Limited to 120 days per Calendar Year
	Hospital Consultations: Paid in full; Limited to one consultation	Hospital Consultations: Paid in full; Limited to one consultation

ITYSICIAN SERVICES		
	Other Physician Services: Surgery, Assistant Surgeon, Anesthesia Paid in full	Other Physician Services: Subject to Major Medical deductible and coinsurance Paid at 80% subject to the Usual and Reasonable Charge
	Diagnostic Testing: Subject to copayment	Diagnostic Testing: Subject to Major Medical deductible and coinsurance Paid at 80% subject to the Usual and Reasonable Charge
	Chemotherapy, Hemodialysis, Radiation Therapy: Paid in full	Chemotherapy, Hemodialysis, Radiation Therapy: Subject to Major Medical deductible and coinsurance Paid at 80% subject to the Usual and Reasonable Charge
EVENTIVE RVICES		
	Mammography Screening: Hospital billed: Paid in full Physician billed: Paid in full	Mammography Screening: Hospital billed: Subject to Hospital deductible; balance paid in full Physician billed: paid in full subject to the Usual and Reasonable Charge

PREVENTIVE SERVICES		
	Newborn Care: Paid in full	Newborn Care: $65.00 maximum payment
	Well Child Immunizations (Age 0-18): Paid in full	Well Child Immunizations: Not Covered
	Well Child Care: Up to age 2: Paid in full Age 2-18: Maximum benefit of $100	Well Child Care: Not covered
	Annual Gynecological Exam: Subject to copayment	Annual Gynecological Exam: Hospital billed subject to Hospital deductible; balance paid in full Physician billed subject to deductible and coinsurance; paid at 80% subject to the Usual and Reasonable Charge
	Physical Examination (one per Calendar Year): Maximum benefit of $100	Physical Examination Not covered

	PROVIDERS	PROVIDERS
ERGENCY CARE		
	In-Area Emergency: Paid in full	In-Area Emergency: Subject to Hospital deductible; balance paid in full
	Out of Area Emergency: Paid in full	Out of Area Emergency: Subject to Hospital deductible; balance paid in full
	In-Area Non-Emergency: Subject to $35.00 copayment Waived if hospitalized	In-Area Non-Emergency: Subject to Hospital deductible and coinsurance; paid at 80% subject to the Usual and Reasonable Charge
BSTANCE ABUSE		
	Inpatient: Limited to 7 days paid in full	Inpatient: Not covered
	Outpatient Rehabilitation: Paid in full; limited to 60 days per Calendar Year	Outpatient Rehabilitation: Paid in full subject to the Usual and Reasonable Charge; limited to 60 days per Calendar Year
	Inpatient Rehabilitation: Paid in full; limited to 30 days per Calendar Year	Inpatient Rehabilitation: Not covered

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
MENTAL AND NERVOUS DISORDERS		
	Outpatient: Paid at 50% per visit to a Calendar Year maximum of $700	Outpatient: Subject to Major Medical deductible and prior approval Paid at 80% up to a maximum benefit of $40.00 subject to the Usual and Reasonable Charge Calendar Year maximum of $5,000
HOME HEALTH CARE		
	Nursing, Physician, Occupational and Respiratory Therapy: Paid in full; subject to prior approval	Nursing, Physician, Occupational and Respiratory Therapy: Subject to prior approval Limited to 40 visits per Calendar Year Paid in full subject to the Usual and Reasonable Charge
HOSPICE CARE	Paid in full	Paid in full up to the Network allowance
SKILLED NURSING FACILITY	Paid in full Limited to 100 days per spell of injury or illness	Paid in full, deductible waived Limited to 100 days spell of injury or illness

OUTPATIENT PRIVATE DUTY NURSING	Paid in full subject to prior approval; Limited to 750 hours per Calendar Year	Subject to Major Medical deductible and coinsurance; Paid at 80% subject to the Usual and Reasonable Charge for up to 750 hours per Calendar Year; subject to prior approval
AMBULANCE	Paid in full	Subject to Major Medical deductible and coinsurance Paid at 80% subject to the Usual and Reasonable Charge
DURABLE MEDICAL EQUIPMENT/ PROSTHETIC APPLIANCES	Paid in full, subject to prior approval	Subject to Major Medical deductible and coinsurance; Paid at 80% subject to the Usual and Reasonable Charge; subject to prior approval
JAW JOINT/TMJ	Subject to copayment; Limited to surgical correction only	After deductible, paid at 80% Limited to surgical correction only
PRESCRIPTION DRUG (Pharmacy Option and Mail Order Option)	$1.00 Generic; $5.00 Brand Maintenance drugs limited to a 90-day supply	Limited to participating pharmacy reimbursement

	PROVIDERS	PROVIDERS
Non-Participating Pharmacy. Payment When Prescription Drugs are provided by a Non-Participating Pharmacy. When prescription drugs are purchased from a non-participating pharmacy, you must pay the entire cost at the time of purchase. You must then submit a direct reimbursement claim form to us. We will pay you directly. We will pay you the same amount a participating pharmacy would be paid minus the amount of the copayment for each prescription purchased. In most cases, this amount will be less than the amount you paid the pharmacy for the prescription drug or medical supply.		
MATERNITY BENEFITS	Copayment with 1st visit; then benefits paid in full	Subject to Major Medical deductible and coinsurance; Paid at 80% subject to the Usual and Reasonable Charge
SPEECH THERAY	Paid in full; Limited to 30 visits per Calendar Year	Paid in full; Subject to the Usual and Reasonable Charge Limited to 30 visits per Calendar Year
CHIROPRACTIC CARE	Subject to copayment	Subject to Major Medical deductible Paid at 80% subject to the Usual and Reasonable Charge

Organ and tissue transplants are covered except those which are classified as "Experimental and/or Investigational."

Transplant Lifetime maximum Benefit ..... part of Plan maximum

Donor coverage maximum ..... covered under the Transplant Lifetime Maximum

Plan covers a Covered Person's charges as a donor only when the recipient is also a Covered Person.

Medical Benefits apply when covered charges are incurred by a Covered Person for care of an Injury or Sickness and while the person is covered for these benefits under the Plan.

DEDUCTIBLE

Deductible Amount. This is an amount of covered charges for which no benefits will be paid. Before benefits can be paid in a Calendar Year a Covered Person must meet the deductible shown in the Schedule of Benefits.

Family Unit Limit. When the dollar amount shown in the Schedule of Benefits has been incurred by members of a Family Unit toward their Calendar Year deductibles, the deductibles of all members of that Family Unit will be considered satisfied for that year.

Deductible For A Common Accident. This provision applies when two or more Covered Persons in a Family Unit are injured in the same accident.

These persons need not meet separate deductibles for treatment of injuries incurred in this accident; instead, only one deductible for the Calendar Year in which the accident occurred will be required for them as a unit.

BENEFIT PAYMENT

Each Calendar Year, benefits will be paid for the covered charges of a Covered Person. Payment will be made at the rate shown under Percentage Payable in the Schedule of Benefits. No benefits will be paid in excess of the Maximum Benefit Amount or the "Benefit Limits" of the Plan.

MAXIMUM BENEFIT AMOUNT

The Maximum Benefit Amount is shown in the Schedule of Benefits. It is the total amount of benefits that will be paid under the Plan for all covered charges incurred by a Covered Person.

COVERED CHARGES

Covered charges are the Usual and Reasonable Charges that are incurred for the following items of service and supply. These charges are subject to the "Benefit Limits" of this Plan. A charge is

(1) Hospital Care. The medical services and supplies furnished by a Hospital or Ambulatory Surgical Center or a Birthing Center. Covered charges for room and board will be payable as shown in the Schedule of Benefits. After 23 observation hours, a confinement will be considered an inpatient confinement.

Room charges made by a Hospital having only private rooms will be paid at 80% of the average private room rate.

Charges for an Intensive Care Unit stay are payable as described in the Schedule of Benefits.

(2) Skilled Nursing Facility Care. The room and board and nursing care furnished by a Skilled Nursing Facility will be payable if and when:

(a) the patient is confined as a bed patient in the facility;

(b) the confinement starts within 14 days of a Hospital confinement of at least three days;

(c) the attending Physician certifies that the confinement is needed for further care of the condition that caused the Hospital confinement; and

(d) the attending Physician completes a treatment plan which includes a diagnosis, the proposed course of treatment and the projected date of discharge from the Skilled Nursing Facility.

Covered charges for a Covered Person's care in these facilities is limited to the covered daily charge limit shown in the Schedule of Benefits.

(3) Physician Care. The professional services of a Physician for surgical or medical services.

(4) Private Duty Nursing Care. The private duty nursing care by a licensed nurse (R.N., L.P.N. or L.V.N.).

Covered charges for this service will be included to this extent:

(a) Inpatient Nursing Care. Charges are covered only when care is Medically Necessary or not Custodial in nature and the Hospital's Intensive Care Unit is filled or the Hospital has no Intensive Care Unit.

(b) Outpatient Nursing Care. Charges are covered only when care is Medically Necessary and not Custodial in nature.

Benefits may be provided for covered services under both Home Health Care and visiting nurse services providing there is no duplication of benefits. The Covered Person must receive different care from each.

(5) Home Health Care Services and Supplies. Charges for home health care services and supplies are covered only for care and treatment of an injury or Sickness when Hospital or Skilled Nursing Facility confinement would otherwise be required. The diagnosis, care and treatment must be certified by the attending Physician and be contained in a Home Health Care Plan.

Benefit payment for nursing, home health aide and therapy services is subject to the Home Health Care limit shown in the Schedule of Benefits.

A home health care visit will be considered a periodic visit by either a nurse or therapist, as the case may be, or four hours of home health aide services.

Benefits may be provided for covered services under both Home Health Care and visiting nurse services providing there is no duplication of benefits. The Covered Person must receive different care from each.

[redacted] Procedures:

Organ and tissue transplants are covered except those which are classified as "Experimental and/or Investigational."

Transplant Lifetime maximum Benefit ..... part of Plan maximum

Donor coverage maximum ..... covered under the Transplant Lifetime Maximum

Plan covers a Covered Person's charges as a donor only when the recipient is also a Covered Person.

[redacted]ical Benefits apply when covered charges are incurred by a Covered Person for care of an injury or Sickness and while the person is covered for these benefits under the Plan.

DEDUCTIBLE

Deductible Amount. This is an amount of covered charges for which no benefits will be paid. Before benefits can be paid in a Calendar Year a Covered Person must meet the deductible shown in the Schedule of Benefits.

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Deductible For A Common Accident. This provision applies when two or more Covered Persons in a Family Unit are injured in the same accident.

These persons need not meet separate deductibles for treatment of injuries incurred in this accident; instead, only one deductible for the Calendar Year in which the accident occurred will be required for them as a unit.

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Each Calendar Year, benefits will be paid for the covered charges of a Covered Person. Payment will be made at the rate shown under Percentage Payable in the Schedule of Benefits. No benefits will be paid in excess of the Maximum Benefit Amount or the "Benefit Limits" of the Plan.

MAXIMUM BENEFIT AMOUNT

The Maximum Benefit Amount is shown in the Schedule of Benefits. It is the total amount of benefits that will be paid under the Plan for all covered charges incurred by a Covered Person.

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Room charges made by a Hospital having only private rooms will be paid at 80% of the average private room rate.

Charges for an Intensive Care Unit stay are payable as described in the Schedule of Benefits.

(2) Skilled Nursing Facility Care. The room and board and nursing care furnished by a Skilled Nursing Facility will be payable if and when:

(a) the patient is confined as a bed patient in the facility;

(b) the confinement starts within 14 days of a Hospital confinement of at least three days;

(c) the attending Physician certifies that the confinement is needed for further care of the condition that caused the Hospital confinement; and

(d) the attending Physician completes a treatment plan which includes a diagnosis, the proposed course of treatment and the projected date of discharge from the Skilled Nursing Facility.

Covered charges for a Covered Person's care in these facilities is limited to the covered daily charge limit shown in the Schedule of Benefits.

(3) Physician Care. The professional services of a Physician for surgical or medical services.

(4) Private Duty Nursing Care. The private duty nursing care by a licensed nurse (R.N., L.P.N. or L.V.N.).

this extent:

(a) Inpatient Nursing Care. Charges are covered only when care is Medically Necessary or not Custodial in nature and the Hospital's Intensive Care Unit is filled or the Hospital has no Intensive Care Unit.

(b) Outpatient Nursing Care. Charges are covered only when care is Medically Necessary and not Custodial in nature.

Benefits may be provided for covered services under both Home Health Care and visiting nurse services providing there is no duplication of benefits. The Covered Person must receive different care from each.

(5) Home Health Care Services and Supplies. Charges for home health care services and supplies are covered only for care and treatment of an injury or Sickness when Hospital or Skilled Nursing Facility confinement would otherwise be required. The diagnosis, care and treatment must be certified by the attending Physician and be contained in a Home Health Care Plan.

Benefit payment for nursing, home health aide and therapy services is subject to the Home Health Care limit shown in the Schedule of Benefits.

A home health care visit will be considered a periodic visit by either a nurse or therapist, as the case may be, or four hours of home health aide services.

Benefits may be provided for covered services under both Home Health Care and visiting nurse services providing there is no duplication of benefits. The Covered Person must receive different care from each.

attending Physician has diagnosed the Covered Person's condition as being terminal, determined that the person is not expected to live more than six months and placed the person under a Hospice Care Plan.

(7) Emergency Care. Coverage includes emergency care within 72 hours of an accident and care within 72 hours of the sudden onset of an illness requiring emergency care. To be considered an emergency, the condition must be of such a nature that failure to obtain immediate care could result in deterioration of the condition so as to place the Covered Person's life in jeopardy or cause serious impairment to bodily functions.

(8) Other Medical Services and Supplies. These services and supplies not otherwise included in the items above are covered as follows:

(a) Anesthetic; oxygen; blood and blood derivatives that are not donated or replaced; intravenous injections and solutions. Administration of these items is included.

(b) Diagnostic x-rays.

(c) Laboratory studies.

(d) Radiation or chemotherapy and treatment with radioactive substances. The materials and services of technicians are included.

(e) Rental of durable medical or surgical equipment if deemed Medically Necessary. These items may be bought rather than rented, but only if agreed to in advance by the Plan Administrator.

(f) Local Medically Necessary professional land ambulance service. A charge for this item will be a Covered Charge only if the service is to the nearest Hospital or Skilled Nursing Facility where necessary treatment can be provided, but in any event, no more than 50 miles from the place of pickup, unless the Plan

Necessary.

(g) Surgical dressings, splints, casts and other devices used in the reduction of fractures and dislocations.

(h) The initial purchase, fitting, repair and replacement of fitted prosthetic devices which replace body parts provided that the loss occurred while covered under the Plan.

(i) The initial purchase, fitting, repair and replacement of orthotic appliances such as braces, splints or other appliances which are required for support for an injured or deformed part of the body as a result of a disabling congenital condition or an injury or Sickness that occurred while covered under the Plan.

(j) Physical therapy by a licensed physical therapist. The therapy must be in accord with a Physician's exact orders as to type, frequency and duration and to improve a body function.

(k) Speech therapy by a licensed speech therapist. Therapy must be ordered by a Physician and follow either: (i) surgery for correction of a congenital condition of the oral cavity, throat or nasal complex (other than a frenectomy) of a person born while covered under the Plan; (ii) an injury; or (iii) a Sickness that is other than a learning or Mental Disorder.

(l) Sterilization procedures.

(m) Initial contact lenses or glasses required following cataract surgery.

(n) Prescription Drugs (as defined).

(o) Surgery to treat symptoms or diagnose infertility, including but not limited to laparoscope procedures, adhesions, endometriosis and hysteroscopy.

arges for injury to or care of the mouth, teeth, gums and alveolar cesses will be covered charges under Medical Benefits only if care is for the following oral surgical procedures:

(1) Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth.

(2) Emergency repair due to injury to sound natural teeth. This repair must be made within 12 months from the date of an accident and the accident must have occurred while the person was covered under the Plan.

(3) Surgery needed to correct accidental injuries to the jaws, cheeks, lips, tongue, floor and roof of the mouth when the injuries occurred while covered under the Plan.

(4) Excision of benign bony growths of the jaw and hard palate.

(5) External incision and drainage of cellulitis.

(6) Incision of sensory sinuses, salivary glands or ducts.

No charge will be covered under Medical Benefits for dental and oral surgical procedures involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.

There is no coverage under medical benefits for dental care or treatment. This means, but is not limited to, dental x-rays; dental extractions; treatment for cavities; or correction of impactions.

No charge will be covered for inpatient Hospital service in connection with such dental services, except where in the judgment of the attending Physician, a hazardous, concurrent medical condition requires hospitalization.

SICAL THERAPY

ges for physical therapy will be payable as described in the dule of Benefits.

[redacted] EQUIPMENT

Charges for durable medical equipment will be payable as described in the Schedule of Benefits.

PROSTHETICS/ORTHOTICS

Charges for prosthetics/orthotics will be payable as described in the Schedule of Benefits.

SPINAL MANIPULATION/CHIROPRACTIC SERVICES

Spinal manipulation/Chiropractic services will be paid to the maximum shown in the Schedule of Benefits.

TREATMENT OF MENTAL DISORDERS AND SUBSTANCE ABUSE

Covered charges for care and treatment of Mental Disorders and Substance Abuse will be limited as follows:

(1) All treatment is subject to the benefit payment maximums shown in the Schedule of Benefits.

(2) Physician's visits are limited to one treatment per day.

(3) Psychiatrists (M.D.), psychologists (Ph.D.), counselors (Ph.D.) or certified and registered social workers may bill the Plan directly. Other licensed mental health practitioners must bill the Plan through these professionals.

ORGAN TRANSPLANT COVERAGE LIMITS

Charges otherwise covered under the Plan that are incurred for the care and treatment due to an organ or tissue transplant are subject to these limits:

(1) The transplant must be performed to replace an organ or tissue of the Covered Person.

(2) The maximum benefit for all transplant procedures performed during a Covered Person's lifetime is shown in the Schedule of Benefits.

charges under the Plan when the recipient is a Covered Person. When the donor has medical coverage, his or her plan will pay first. The benefits under this Plan will be reduced by those payable under the donor's plan. Donor charges include those for:

(a) evaluating the organ;

(b) removing the organ from the donor; and

(c) transportation of the organ from within the United States and Canada to the place where the transplant is to take place.

Benefit payments for donor charges are included under the Organ Transplant Maximum Benefit Limit shown in the Schedule of Benefits.

(4) If the organ donor is a Covered Person and the recipient is not, the Plan will not cover charges incurred for obtaining donor organs from the Covered Person.

ENTIVE CARE

ed charges under Medical Benefits are payable for preventive s described in the Schedule of Benefits.

ges for Routine Well Adult Care. Routine well adult care es care by a Physician that is not for an injury or Sickness.

ges for Well Child Care. Well child care includes routine ric care and immunizations by a Physician that is not for an or Sickness.

RAGE OF NURSERY CARE

ges for Routine Nursery Care. Routine nursery care is room, and other normal care for which a Hospital makes a charge.

Usual and Reasonable Charge made by the Hospital for e nursery care provided while the mother is Hospital confined birth will be considered as covered charges under the Plan.

This coverage is only provided if a parent is a Covered Person who was covered under the Plan at the termination of the Pregnancy and the child is an eligible Dependent and is neither injured nor ill.

The benefit is limited to the Usual and Reasonable Charges made by a Physician for the newborn child while Hospital confined as a result of the child's birth.

COVERAGE OF PREGNANCY

The Usual and Reasonable Charges for the care and treatment of Pregnancy are covered the same as any other Sickness.

Management Services Phone Number

527-7282

patient or family member must call this number to receive ation of certain Cost Management Services.

If a Covered Person is living, working or traveling outside the e area, he or she must call for preadmission review of ent care. This call must be made within two business days ing an admission for emergency care or for the delivery of a Benefit approval, if any, will be a specific length of stay in the tal. There is no coverage for any care provided after that ic length of stay expires, unless an extension of the length of s approved. The attending Physician must request approval y additional days of care.

DATORY SECOND AND/OR THIRD OPINION PROGRAM

n surgical procedures are performed either inappropriately or essarily. In some cases, surgery is only one of several ent options. In other cases, surgery will not help the ion.

er to prevent unnecessary or potentially harmful surgical ants, the mandatory second and/or third opinion program the dual purpose of protecting the health of the Plan's ed Persons and protecting the financial integrity of the Plan.

its will be provided for a second (and third, if necessary) n consultation to determine the Medical Necessity of an e surgical procedure. An elective surgical procedure is one an be scheduled in advance; that is, it is not an emergency or e-threatening nature.

e to follow the procedure will reduce reimbursement ed from the Plan.

If the Covered Person does not receive a second and/or third opinion as explained in this section, benefit payment for the charges billed by the surgeon will be reduced by 50%.

As patterns of medical practice change, the specific procedures which require a second opinion also change. The following is a list of procedures which require a second surgical opinion:

SURGICAL PROCEDURE	COMMON NAME OF PROCEDURE
Adenoidectomy.	Removal of tonsils and adenoids.
Bunionectomy.	Repair of bunion deformity (large toe).
Bypass Surgery (coronary; gastric; intestinal).	Heart; stomach; or intestine bypass.
Cataract Removal.	Removal of the lens of the eye.
Cholecystectomy.	Removal of gallbladder.
Hammertoe Correction.	Repair of abnormally bent toe (2nd - 5th toes).
Heart Valve Repair.	Repair of heart valve.
Hemorrhoidectomy.	Removal of hemorrhoids.
Hysterectomy.	Removal of the uterus.
Inguinal Hernia Repair.	Rupture repair.
Joint Replacement.	Reconstruction surgery of the hip or knee.
Laminectomy.	Back surgery (disk removal).
Mastectomy.	Removal of all or part of the breast.
Prostatectomy (TURP).	Removal of all or part of the prostate gland.
Submucous Resection/Septoplasty.	Surgical reconstruction for the nose that is not cosmetic.
Temporomandibular Joint Repair.	Repair of dislocation or degeneration of the jaw joint.
Thyroidectomy.	Removal of all or part of the thyroid gland.
Varicose Vein Surgery.	Removal of varicose veins.

Managed Care Coordinator
(800) 527-7282

sive information on how to obtain a second and/or third n to confirm the need for the surgery.

These additional consultations must be performed by Physicians who are:

(a) Board Certified Specialists in the area in which the operation is concerned; and

(b) not financially associated with either the surgeon originally recommending surgery or with each other.

If the second opinion does not confirm the need for surgery, a third opinion is required to obtain the scheduled benefits for the surgery. Even if the third opinion does not confirm the need for surgery, full Plan benefits will be paid if the Covered Person desires the procedure. All such consultations will be paid at the rate of 100% of the Usual and Reasonable Charge. The deductible will also be waived for these consultations.

MISSION TESTING SERVICE

dical Benefits percentage payable will be 100% for tic lab tests and x-ray exams when:

(1) performed on an outpatient basis within seven days before a Hospital confinement;

(2) related to the condition which causes the confinement; and

3) performed in place of tests while Hospital confined.

charges for this testing will be payable at 100% even if w the condition requires medical treatment prior to confinement or the Hospital confinement is not required. ctible will also be waived for these tests.

LARGE CASE MANAGEMENT

When a catastrophic condition, such as a spinal cord injury, a degenerative Sickness, or a neurological paralytic disease, occurs, a person will require long-term, perhaps lifetime, care. After the person's condition is stabilized in the Hospital, he or she might be able to be moved out of the Hospital and into another type of care setting--even to his or her home.

Sometimes, specialized care or adaptations to the home are required, but are not covered under the Plan. The Large Case Management program was initiated for those situations in which there would be a large cash outlay for non-Covered Expenses for catastrophic conditions. It is a way in which these non-Covered Expenses can be paid by the Plan.

Large Case Management occurs in the following situations:

(1) The catastrophic injury or Sickness must have occurred while the patient was Covered and the injury or Sickness must have been Covered under the Plan.

(2) The patient has been Hospitalized and the attending Physician feels the condition is stabilized.

(3) The patient must continue to require an acute level of care, but that care need not be in a Hospital.

(4) Moving the patient to the new care setting must entail expenditures that are not reimbursable under the Plan.

(5) The Case Manager will coordinate and implement the Large Case Management program by providing guidance and information on available resources and suggesting the most appropriate treatment plan.

(6) The Plan Administrator, attending Physician, patient and patient's family must all agree to the alternate treatment plan.

...penses normally would not be paid by the Plan.

Large Case Management is a voluntary service. There reductions of benefits or penalties if the patient and choose not to participate.

The following terms have special meanings and when used in this Plan will be capitalized.

Active Employee is an Employee who performs all of the duties of his or her job with the Employer.

Ambulatory Surgical Center is a licensed facility that is used mainly for performing outpatient surgery, has a staff of Physicians, has continuous Physician and nursing care by registered nurses (R.N.s) and does not provide for overnight stays.

Birthing Center means any freestanding health facility, place, professional office or institution which is not a Hospital or in a Hospital, where births occur in a home-like atmosphere. This facility must be licensed and operated in accordance with the laws pertaining to Birthing Centers in the jurisdiction where the facility is located.

The Birthing Center must provide facilities for obstetrical delivery and short-term recovery after delivery (no more than 24 hours); provide care under the full-time supervision of a Physician and either a registered nurse (R.N.) or a licensed nurse-midwife; and have a written agreement with a Hospital in the same locality for immediate acceptance of patients who develop complications or require pre- or post-delivery confinement.

Calender Year means January 1st through December 31st of the same year.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Cosmetic Surgery means medically unnecessary surgical procedures, usually, but not limited to, plastic surgery directed toward preserving beauty or correcting scars, burns or disfigurements.

Covered Person is an Employee, Retiree or Dependent who is covered under this Plan.

Custodial Care is care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of Custodial Care are help in walking

administered.

ɔloyee means a person who is an Active, regular Employee of Employer, regularly scheduled to work for the Employer in an loyee/Employer relationship.

ɔloyer is City of Amsterdam.

SA is the Employee Retirement Income Security Act of 1974, umended.

ɪerimental and/or Investigational means services, supplies, ɜ and treatment which does not constitute accepted medical ɔtice properly within the range of appropriate medical practice ɜr the standards of the case and by the standards of a ɜonably substantial, qualified, responsible, relevant segment of medical community or government oversight agencies at the ɜ services were rendered.

ɜ Plan Administrator must make an independent evaluation of experimental/nonexperimental standings of specific hnologies. The Plan Administrator shall be guided by a ɜonable interpretation of Plan provisions. The decisions shall be de in good faith and rendered following a detailed factual ckground investigation of the claim and the proposed treatment. ɜ Plan Administrator will be guided by the following principles:

(1) if the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or

(2) if the drug, device, medical treatment or procedure, or the patient informed consent document utilized with the drug, device, treatment or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review or approval; or

(3) if Reliable Evidence shows that the drug, device, medical treatment or procedure is the subject of on-going phase I or phase II clinical trials, is the research, experimental, study or investigational arm

drug, study or determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or

(4) if Reliable Evidence shows that the prevailing opinion among experts regarding the drug, device, medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable Evidence shall mean only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Family Unit is the covered Employee or Retiree and the family members who are covered as Dependents under the Plan.

Generic Drug means a Prescription Drug which has the equivalency of the brand name drug with the same use and metabolic disintegration. This Plan will consider as a Generic Drug any Food and Drug Administration-approved generic pharmaceutical dispensed according to the professional standards of a licensed pharmacist and clearly designated by the pharmacist as being generic.

Home Health Care Agency is an agency that meets all of these tests: its main function is to provide Home Health Care Services and Supplies; it is federally certified as a Home Health Care Agency; and it is licensed by the state in which it is located, if licensing is required.

Home Health Care Plan must meet these tests: it must be a formal written plan made by the patient's attending Physician which is reviewed at least every 30 days; it must state the diagnosis; it must certify that the home health care is in place of Hospital confinement; and it must specify the type and extent of home health care required for the treatment of the patient.

ent nursing care by or under the supervision of a registered
R.N.); part-time or intermittent home health aide services
l through a Home Health Care Agency (this does not
general housekeeping services); physical, occupational and
therapy; medical supplies; and laboratory services by or on
f the Hospital.

a Agency is an agency where its main function is to provide
Care Services and Supplies and it is licensed by the state
it is located, if licensing is required.

e Care Plan is a plan of terminal patient care that is
hed and conducted by a Hospice Agency and supervised by
ician.

e Care Services and Supplies are those provided through
ice Agency and under a Hospice Care Plan and include
nt care in a Hospice Unit or other licensed facility, home
nd family counseling during the bereavement period.

ce Unit is a facility or separate Hospital Unit, that provides
ent under a Hospice Care Plan and admits at least two
ted persons who are expected to die within six months.

tal is an institution which is engaged primarily in providing
al care and treatment of sick and injured persons on an
nt basis at the patient's expense and which fully meets these
it is accredited as a Hospital by the Joint Commission on
ditation of Healthcare Organizations; it is approved by
are as a Hospital; it maintains diagnostic and therapeutic
es on the premises for surgical and medical diagnosis and
ment of sick and injured persons by or under the supervision
taff of Physicians; it continuously provides on the premises
ur-a-day nursing services by or under the supervision of
ered nurses (R.N.s); and it is operated continuously with
ized facilities for operative surgery on the premises.

definition of "Hospital" shall be expanded to include the
ving:

- A facility operating legally as a psychiatric Hospital or residential treatment facility for mental health and licensed as such by the state in which the facility operates.

Substance Abuse if it meets these tests: maintains permanent and full-time facilities for bed care and full-time confinement of at least 15 resident patients; has a Physician in regular attendance; continuously provides 24-hour a day nursing service by a registered nurse (R.N.); has a full-time psychiatrist or psychologist on the staff; and is primarily engaged in providing diagnostic and therapeutic services and facilities for treatment of Substance Abuse.

Injury means an accidental physical injury to the body caused by unexpected external means.

Intensive Care Unit is defined as a separate, clearly designated service area which is maintained within a Hospital solely for the care and treatment of patients who are critically ill. This also includes what is referred to as a "coronary care unit" or an "acute care unit." It has: facilities for special nursing care not available in regular rooms and wards of the Hospital; special life saving equipment which is immediately available at all times; at least two beds for the accommodation of the critically ill; and at least one registered nurse (R.N.) in continuous and constant attendance 24 hours a day.

Lifetime is a word that appears in this Plan in reference to benefit maximums and limitations. Lifetime is understood to mean while covered under this Plan. Under no circumstances does Lifetime mean during the lifetime of the Covered Person.

Medical Care Facility means a Hospital, a facility that treats one or more specific ailments or any type of Skilled Nursing Facility.

Medical Emergency means a sudden onset of a condition with acute symptoms requiring immediate medical care and includes such conditions as heart attacks, cardiovascular accidents, poisonings, loss of consciousness or respiration, convulsions or other such acute medical conditions.

In addition, Medical Emergency includes a mental health or chemical dependency condition when the lack of medical treatment could reasonably be expected to result in the patient harming himself or herself and/or other persons.

Medically Necessary care and treatment is recommended or approved by a Physician; is consistent with the patient's condition or accepted standards of good medical practice; is medically

ervices which may be safely provided to the patient.

licare is the Health Insurance For The Aged and Disabled ram under Title XVIII of the Social Security Act, as amended.

tal Disorder means any disease or condition that is classified Mental Disorder in the current edition of International sification of Diseases, published by the U.S. Department of lth and Human Services or is listed in the current edition of gnostic and Statistical Manual of Mental Disorders, published by American Psychiatric Association.

bid Obesity is a diagnosed condition in which the body weight eeds the medically recommended weight by either 100 pounds twice the medically recommended weight in the most recent ropolitan Life Insurance Co. tables for a person of the same ght, age and mobility as the Covered Person.

-Fault Auto Insurance is the basic reparations provision of a providing for payments without determining fault in connection h automobile accidents.

tpatient Care is treatment including services, supplies and dicines provided and used at a Hospital under the direction of a ysician to a person not admitted as a registered bed patient; or rvices rendered in a Physician's office, laboratory or X-ray facility, Ambulatory Surgical Center, or the patient's home.

armacy means a licensed establishment where covered escription Drugs are filled and dispensed by a pharmacist ensed under the laws of the state where he or she practices.

ysician means a Doctor of Medicine (M.D.), Doctor of steopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of diatry (D.P.M.), Doctor of Chiropractic (D.C.), Psychologist h.D.), Licensed Professional Physical Therapist, Physiotherapist, censed Professional Counselor, Psychiatrist, Audiologist, Speech anguage Pathologist, Midwife and any other practitioner of the aling arts who is licensed and regulated by a state or federal gency and is acting within the scope of his or her license.

lan Participant is any Employee, Retiree or Dependent who is overed under this Plan.

gnancy is childbirth and conditions associated with Pregnancy, ding complications.

Prescription Drug means any of the following: a drug or medicine which, under federal law, is required to bear the legend: "Caution: federal law prohibits dispensing without prescription"; injectable insulin; hypodermic needles or syringes, but only when dispensed upon a written prescription.

Retired Employee is a former Active Employee of the Employer who was retired while employed by the Employer under the formal written plan of the Employer and elects to contribute to the Plan the contribution required from the Retired Employee.

Sickness is a person's illness, disease or Pregnancy (including complications).

Skilled Nursing Facility is a facility that fully meets all of these tests:

(1) It is licensed to provide professional nursing services on an inpatient basis to persons convalescing from injury or Sickness. The service must be rendered by a registered nurse (R.N.) or by a licensed practical nurse (L.P.N.) under the direction of a registered nurse. Services to help restore patients to self-care in essential daily living activities must be provided.

(2) Its services are provided for compensation and under the full-time supervision of a Physician.

(3) It provides 24 hour per day nursing services by licensed nurses, under the direction of a full-time registered nurse.

(4) It maintains a complete medical record on each patient.

(5) It has an effective utilization review plan.

(6) It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mental retardates,

(7) It is approved and licensed by Medicare.

his term also applies to charges incurred in a facility referring to ell as an extended care facility, convalescent nursing home or ny other similar nomenclature.

pinal Manipulation/Chiropractic Care means skeletal ljustments, manipulation or other treatment in connection with the nection and correction by manual or mechanical means of ructural imbalance or subluxation in the human body. Such atment is done by a Physician to remove nerve interference sulting from, or related to, distortion, misalignment or subluxation , or in, the vertebral column.

ubstance Abuse is the condition caused by regular excessive mpulsive drinking of alcohol and/or physical habitual dependence drugs that results in a chronic disorder affecting physical health d/or personal or social functioning. This does not include pendence on tobacco and ordinary caffeine-containing drinks.

mporomandibular Joint (TMJ) syndrome is the treatment of jaw nt problems including conditions of structures linking the jaw ne and skull and the complex of muscles, nerves and other sues related to the temporomandibular joint.

otal Disability (Totally Disabled) means: In the case of an tive Employee, the complete inability to perform any and every ty of his or her occupation or of a similar occupation for which a person is reasonably capable due to education and training, as result of Injury or Sickness.

In the case of a Dependent or Retired Employee, it means the mplete inability as a result of Injury or Sickness to perform the rmal activities of a person of like age and sex in good health.

sual and Reasonable Charge is a charge which is not higher an the usual charge made by the provider of the care or supply d does not exceed the usual charge made by most providers of e service in the same area. This test will consider the nature and verity of the condition being treated. It will also consider medical mplications or unusual circumstances that require more time, skill experience.

Note: All exclusions related to Prescription Drugs are shown in the Prescription Drug Plan.

For all Medical Benefits shown in the Schedule of Benefits, a charge for the following is not covered:

(1) Care, treatment or supplies for which a charge was incurred before a person was Covered under this Plan.

(2) Services, treatments and supplies which are not specified as covered under this Plan.

(3) Charges excluded by the Plan design as mentioned in this document.

(4) Charges incurred for which the Plan has no legal obligation to pay.

(5) Care and treatment of an Injury or Sickness that is occupational – that is, arises from work for wage or profit including self-employment.

(6) Care, treatment, services or supplies not recommended and approved by a Physician; or treatment, services or supplies when the Covered Person is not under the regular care of a Physician. Regular care means ongoing medical supervision or treatment which is appropriate care for the Injury or Sickness.

(7) Care and treatment for which there would not have been a charge if no coverage had been in force.

(8) Care, treatment or supplies furnished by a program or agency funded by any government. This does not apply to Medicaid or when otherwise prohibited by law.

(9) Care and treatment that is either Experimental/Investigational or not Medically Necessary.

(10) [illegible] part of an expense for care and treatment of an Injury or Sickness that is in excess of the Usual and Reasonable Charge.

(11) Charges for services received as a result of injury or Sickness caused by or contributed to by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behavior; or by participating in a riot or public disturbance.

(12) Any loss that is due to a declared or undeclared act of war.

(13) Any loss due to an intentionally self-inflicted injury, while sane or insane.

(14) Professional services performed by a person who ordinarily resides in the Covered Person's home or is related to the Covered Person as a Spouse, parent, child, brother or sister, whether the relationship is by blood or exists in law.

(15) Care and treatment provided for cosmetic reasons. This exclusion will not apply if the care and treatment is for repair of damage from an accident that occurred while the person was covered under the Plan; or is for correction of an abnormal congenital condition in a child born while one of the parents was covered under the Plan.

Reconstructive mammoplasty will be covered after Medically Necessary surgery, providing the reconstruction is performed within five years of the mastectomy and providing the Covered Person was covered under the Plan at the time of the mastectomy.

(16) Radial keratotomy or other eye surgery to correct near-sightedness. Also, lenses for the eyes and exams for their fitting. This exclusion does not apply to aphakic patients and soft lenses or sclera shells intended for use as corneal bandages.

(17) Hearing aids and exams for their fitting.

(18) Charges for routine or periodic examinations, screening examinations, evaluation procedures, preventive medical care, or treatment or services not directly related to the diagnosis or treatment of a specific Injury, Sickness or pregnancy-related condition which is known or reasonably suspected, unless such care is specifically covered in the Schedule of Benefits.

(19) Services or supplies provided mainly as a rest cure, maintenance or Custodial Care.

(20) Treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions, except open cutting operations and treatment of corns, calluses or toenails, unless needed in treatment of a metabolic or peripheral-vascular disease.

(21) Replacement of braces of the leg, arm, back, neck, or artificial arms or legs, unless there is sufficient change in the Covered Person's physical condition to make the original device no longer functional.

(22) Services for educational or vocational testing or training.

(23) Professional services billed by a Physician or nurse who is an employee of a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service.

(24) Personal comfort items or other equipment, such as, but not limited to, air conditioners, air-purification units, humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, scales, elastic bandages or stockings, nonprescription drugs and medicines, and first-aid supplies and nonhospital adjustable beds.

(25) Care and treatment of obesity, weight loss or dietary control whether or not it is, in any case, a part of the treatment plan for another Sickness. Medically Necessary charges for Morbid Obesity will be covered.

(26) Care, services or treatment for transsexualism, gender dysphoria or sexual reassignment [illegible]

(27) Charges for procedures to prepare for artificial insemination or in vitro fertilization; ultrasound for harvesting; sperm washing; reversals of vasectomies and tubal ligations; and other such services.

(28) Care and treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a Physician.

(29) Care and treatment for smoking cessation programs, including smoking deterrent patches, unless Medically Necessary due to a severe active lung illness such as emphysema or asthma.

(30) Care and treatment for sleep disorders unless deemed Medically Necessary.

(31) Exercise programs for treatment of any condition.

(32) Care and treatment billed by a Hospital for non-Medical Emergency admissions on a Friday or a Saturday. This does not apply if surgery is performed within 24 hours of admission.

(33) Care, services or treatment required as a result of complications from a treatment not covered under the Plan.

(34) Charges for travel or accommodations, whether or not recommended by a Physician, except for ambulance charges as defined as a covered expense.

(35) Occupational therapy.

(36) Treatment of temporomandibular joint (TMJ) syndrome or disease.

In addition, there is no coverage for dental diagnostic studies or dental treatment in connection with temporomandibular joint syndrome (TMJ) or disease. This exclusion includes, but is not limited to: diagnosis or treatment for clicking or grinding of the temporomandibular joint; soreness of the jaw

displacement of the temporomandibular joint; or difficulty in opening the mouth, in connection with TMJ syndrome or disease. However, to the extent that TMJ constitutes a medical condition, the benefits of the Plan will be provided.

Participating pharmacies have contracted with the Plan to charge Covered Persons reduced fees for covered Prescription Drugs. Pharmacy Service Corporation of New York (PSCNY) is the administrator of the pharmacy drug plan.

COPAYMENT

The copayment is applied to each covered pharmacy drug charge and is shown in the Schedule of Benefits. The copayment amount is not a covered charge under the Medical Plan. Any one prescription is limited to the greater of a 34-day supply or a 100-unit dose.

If a drug is purchased from a non-participating pharmacy, or a participating pharmacy when the Covered Person's ID card is not used, the amount payable in excess of the copayment will be the ingredient cost and dispensing fee.

MAIL ORDER DRUG BENEFIT OPTION

The mail order drug benefit option is available for maintenance medications (those that are taken for long periods of time, such as drugs sometimes prescribed for heart disease, high blood pressure, asthma, etc.). Because of volume buying, Pharmacy Service Corporation of New York, the mail order pharmacy, is able to offer Covered Persons significant savings on their prescriptions.

COPAYMENT

The copayment is applied to each covered mail order prescription charge and is shown in the Schedule of Benefits. It is not a covered charge under the Medical Plan. Any one prescription is limited to the greater of a 90-day supply or a 300-unit dose.

LIMITS TO THIS BENEFIT

This benefit applies only when a Covered Person incurs a covered Prescription Drug charge. The covered drug charge for any one prescription will be limited to:

(1) Refills only up to the number of times specified by a Physician.

Physician.

EXPENSES NOT COVERED

This benefit will not cover a charge for any of the following:

(1) A charge excluded under Medical Plan Exclusions.

(2) A drug or medicine that can legally be bought without a written prescription. This does not apply to injectable insulin.

(3) Devices of any type, even though such devices may require a prescription. These include (but are not limited to) therapeutic devices, artificial appliances, braces, support garments, or any similar device.

(4) Immunization agents or biological sera.

(5) A drug or medicine labelled: "Caution - limited by federal law to investigational use".

(6) Experimental drugs and medicines, even though a charge is made to the Covered Person.

(7) Any charge for the administration of a covered Prescription Drug.

(8) Any drug or medicine that is consumed or administered at the place where it is dispensed.

(9) A drug or medicine that is to be taken by the Covered Person, in whole or in part, while Hospital confined. This includes being confined in any institution that has a facility for the dispensing of drugs and medicines on its premises.

(10) A charge for Prescription Drugs which may be properly received without charge under local, state or federal programs.

(11) A charge for hypodermic syringes and/or needles, injectables or any prescription directing administration by injection (other than insulin).

for weight medication.

(14) A charge for contraceptives or contraceptive materials.

(15) A charge for smoking deterrent patches.

When a Covered Person has a claim to submit for payment that person must:

(1) Obtain a claim form from the Personnel Office or the Plan Administrator.

(2) Complete the Employee portion of the form. ALL QUESTIONS MUST BE ANSWERED.

(3) Have the Physician complete the provider's portion of the form.

(4) For Plan reimbursements, attach bills for services rendered. ALL BILLS MUST SHOW:

- Name of Plan
- Group number of Plan
- Employee's name
- Name of patient
- Name, address, telephone number of the provider of care
- Diagnosis
- Type of services rendered, with diagnosis and/or procedure codes
- Date of services
- Charges

(5) Send the above to the Claims Administrator at this address:

Association Plan Administrators, Inc.
5858 Heritage Landing Drive
East Syracuse, New York 13057
(800) 248-3539

WHEN CLAIMS SHOULD BE FILED

Claims should be filed with the Claims Administrator within 90 days of the date charges for the service were incurred. Benefits are based on the Plan's provisions at the time the charges were incurred. Charges are considered incurred when a treatment or care is given or a procedure performed. Claims filed later than that date may be declined or reduced unless:

(2) the claim is submitted within one year from the date incurred. This one year period will not apply when the person is not legally capable of submitting the claim.

The Claims Administrator will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested.

CLAIMS REVIEW PROCEDURE

In cases where a claim for benefits payment is denied in whole or in part, the claimant may appeal the denial. This appeal provision will allow the claimant to:

(1) Request from the Plan Administrator a review of the eligibility status for any claim denied in whole or in part.

(2) Request from the Plan Administrator a review of any claim payment. Such request must include: the name of the Employee, his or her Social Security number, the name of the patient and the Group Identification Number, if any.

(3) File the request for review in writing, stating in clear and concise terms the reason or reasons for this disagreement with the handling of the claim.

The request for review must be directed to the Plan Administrator or Claims Administrator within 60 days after the claim payment date or the date of the notification of denial of benefits.

A review of the denial will be made by the Plan Administrator and the Plan Administrator will provide the claimant with a written response within 60 days of the date the Plan Administrator receives the claimant's written request for review. If, because of extenuating circumstances, the Plan Administrator is unable to complete the review process within 60 days, the Plan Administrator shall notify the claimant of the delay within the 60 day period and shall provide a final written response to the request for review within 120 days of the date the Plan Administrator received the claimant's written request for review.

the denial is based.

benefit plan which covers a person as a Dependent of an Employee who is neither laid off nor retired are determined before those of a benefit plan which covers a person as a Dependent of a laid off or Retired Employee. If the other benefit plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule does not apply.

(c) When a child is covered as a Dependent and the parents are not separated or divorced, these rules will apply:

(i) The benefits of the benefit plan of the parent whose birthday falls earlier in a year are determined before those of the benefit plan of the parent whose birthday falls later in that year;

(ii) If both parents have the same birthday, the benefits of the benefit plan which has covered the patient for the longer time are determined before those of the benefit plan which covers the other parent.

(d) When a child's parents are divorced or legally separated, these rules will apply:

(i) This rule applies when the parent with custody of the child has not remarried. The benefit plan of the parent with custody will be considered before the benefit plan of the parent without custody.

(ii) This rule applies when the parent with custody of the child has remarried. The benefit plan of the parent with custody will be considered first. The benefit plan of the stepparent that covers the child as a Dependent will be considered next. The benefit plan of the parent without custody will be considered last.

may state which parent is financially responsible for medical and dental benefits of the child. In this case, the benefit plan of that parent will be considered before other plans that cover the child as a Dependent.

(iv) If the specific terms of the court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of benefit determination rules outlined above when a child is covered as a Dependent and the parents are not separated or divorced.

(e) If there is still a conflict after these rules have been applied, the benefit plan which has covered the patient for the longer time will be considered first.

(3) Medicare will pay primary, secondary or last to the extent stated in federal law. When Medicare is to be the primary payer, this Plan will base its payment upon benefits that would have been paid by Medicare under Parts A and B, regardless of whether or not the person was enrolled under both of these parts.

Claims Determination Period. Benefits will be coordinated on a Calendar Year basis. This is called the claims determination period.

Right to Receive or Release Necessary Information. To make this provision work, this Plan may give or obtain needed information from another insurer or any other organization or person. This information may be given or obtained without the consent of or notice to any other person. A Covered Person will give this Plan the information it asks for about other plans and their payment of allowable charges.

Facility of Payment. This Plan may repay other plans for benefits paid that the Plan Administrator determines it should have paid. That repayment will count as a valid payment under this Plan.

benefits paid under the other benefit plan or the Covered Person. That repayment will count as a valid payment under the other benefit plan.

Further, this Plan may pay benefits that are later found to be greater than the allowable charge. In this case, this Plan may recover the amount of the overpayment from the source to which it was paid.

RIGHT OF SUBROGATION AND REFUND

When this provision applies. The Covered Person may incur medical or dental charges due to injuries which may be caused by the act or omission of a third party. In such circumstances, the Covered Person may have a claim against that third party, or insurer, for payment of the medical or dental charges. Accepting benefits under this Plan for those incurred medical or dental expenses automatically assigns to the Plan any rights the Covered Person may have to recover payments from any third party or insurer. This subrogation right allows the Plan to pursue any claim which the Covered Person has against any third party, or insurer, whether or not the Covered Person chooses to pursue that claim. The Plan may make a claim directly against the third party or insurer, but in any event, the Plan has a lien on any amount recovered by the Covered Person whether or not designated as payment for medical expenses. This lien shall remain in effect until the Plan is repaid in full.

The Covered Person:

(1) automatically assigns to the Plan his or her rights against any third party or insurer when this provision applies; and

(2) must repay to the Plan the benefits paid on his or her behalf out of the recovery made from the third party or insurer.

Amount subject to subrogation or refund. The Covered Person agrees to recognize the Plan's right to subrogation and reimbursement. These rights provide the Plan with a priority over any funds paid by a third party to a Covered Person relative to the Injury or Sickness, including a priority over any claim for non-medical or dental charges, attorney fees, or other costs and expenses. Notwithstanding its priority to funds, the Plan's subrogation and refund rights, as well as the rights assigned to it, are limited to the extent to which the Plan has made, or will make, payments for medical or dental charges as well as any costs and fees associated with the enforcement of its rights under the Plan.

When a right of recovery exists, the Covered Person will execute and deliver all required instruments and papers as well as doing whatever else is needed to secure the Plan's right of subrogation as a condition to having the Plan make payments. In addition, the

Defined terms: "Recovery" means monies paid to the Covered Person by way of judgment, settlement, or otherwise to compensate for all losses caused by the Injuries or Sickness whether or not said losses reflect medical or dental charges covered by the Plan.

"Subrogation" means the Plan's right to pursue the Covered Person's claims for medical or dental charges against the other person.

"Refund" means repayment to the Plan for medical or dental benefits that it has paid toward care and treatment of the Injury or Sickness.

Recovery from another plan under which the Covered Person is covered. This right of refund also applies when a Covered Person recovers under an uninsured or underinsured motorist plan, homeowner's plan, renter's plan or any liability plan.

Assignment of Rights. As a condition to the Plan making payments for any medical or dental charges, the Covered Person must assign to the Plan his or her rights to any recovery arising out of or related to any act or omission that caused or contributed to the Injury or Sickness for which such benefits are to be paid. The scope of this assignment is consistent with the amount subject to subrogation or refund set forth above.

Federal law gives certain persons the right to continue their health care benefits beyond the date that they might otherwise terminate. The entire cost (plus a reasonable administration fee) must be paid by the continuing person. Coverage will end if the covered individual fails to make timely payment of contributions or premiums (within a maximum of 30 days). This law is referred to as "COBRA", which stands for the Consolidated Omnibus Budget Reconciliation Act of 1985. Generally, COBRA applies to employers with 20 or more full and/or part-time employees. Employees should check with their Employers to see if COBRA applies to them.

BENEFITS AFFECTED BY COBRA

There are two categories of benefits that may be continued under COBRA.

(1) "Core benefits" are Medical Benefits. Any COBRA continuance option must include core benefits for which the person was covered just prior to the COBRA "qualifying event" (an event which qualifies a person for continued coverage under COBRA).

(2) "Non-core benefits" include Dental Benefits, Vision Care Benefits and Flexible Spending Accounts under Section 125 (Cafeteria-type) plans.

If the "qualified beneficiary" (a person eligible for COBRA continuance) was covered by these non-core benefits prior to termination, the individual may, but is not required to, continue them under COBRA. Which non-core benefits, if any, are to be continued will be indicated by the qualified beneficiary at the time of COBRA enrollment.

Life insurance, accidental death and dismemberment benefits and weekly income or long term disability benefits (if a part of the Employer's plan) are not considered for continuance under COBRA.

Maximum Time Periods. Continuation will be available for a qualified beneficiary up to the maximum time period shown in item (1), (2) or (3) below. Combined qualifying events will not continue a beneficiary's coverage for more than 36 months beyond the date of the original qualifying event, or when the qualifying event is

(1) Up to [redacted] months for an Employee and his covered Dependent(s) when coverage terminates due to reduction of hours worked, or termination of employment for reasons other than gross misconduct.

Note: An individual who is disabled on the date of the qualifying event may have COBRA coverage extended (and an extra fee charged) from 18 months to 29 months provided that:

(a) the individual is determined as being disabled for Social Security purposes on the date of the qualifying event; and

(b) the individual notifies the Plan Administrator within 60 days of the qualifying event or Social Security Administration's determination of disability.

(2) Up to 36 months for:

(a) a covered child who ceases to be an eligible Dependent;

(b) a covered Dependent of a deceased Employee;

(c) a former covered Spouse whose coverage ceases due to divorce or legal separation; or

(d) a covered Dependent when the Employee's coverage ceases due to eligibility for Medicare.

(3) There is a special continuation period for Retired Employees and their Dependents when the Employer declares bankruptcy under Title 11 of the United States Code and the Retired Employees and their Dependents lose substantial coverage within one year before or after the date that the bankruptcy proceedings commenced. Coverage will be continued for each person until the date of that person's death. However, the surviving Spouse or children of a deceased Retired Employee, may continue coverage for up to a maximum of 36 months following the Retired Employee's death. For this item 3, coverage

for Medicare.

[redacted]ed coverage may also cease before the end of the maximum period on the earliest of:

(1) The date that the Employer ceases to provide a group health plan to any Employee; or

(2) The date that the qualified beneficiary first becomes, after the date of election, (a) covered under any other group health plan (as an Employee or otherwise), or (b) entitled to benefits under Medicare (except as stated in item 3 above). However, a qualified beneficiary who becomes covered under a group health plan which has a pre-existing conditions limit must be allowed to continue COBRA coverage for the length of a pre-existing condition or to the COBRA maximum time period, if less.

Notice Requirements. When coverage terminates due to an Employee's death, termination or eligibility for Medicare, the Employer has 30 days in which to notify the Plan Administrator of the qualifying event.

When coverage terminates due to divorce or change of Dependent status, the qualified beneficiary has 60 days from the qualifying event in which to notify the Plan Administrator that the qualifying event has occurred.

Complete instructions on how to elect continuation will be provided by the Plan Administrator within 14 days of receiving notice of the qualifying event. Covered Persons then have 60 days in which to elect continuation. The 60 day period is measured from the later of the date coverage terminates or the date the person receives notice of the right to continue. If continuation is not elected in that 60 day period, then the right to elect continuation ceases.

Iministrator, [redacted] called the Plan Sponsor. It is to be administered the Plan Administrator in accordance with the provisions of RISA. An individual may be appointed by City of Amsterdam to be an Administrator and serve at the convenience of the Employer. If e Plan Administrator resigns, dies or is otherwise removed from e position, City of Amsterdam shall appoint a new Plan Iministrator as soon as reasonably possible.

ie Plan Administrator shall administer this Plan in accordance th its terms and establish its policies, interpretations, practices, d procedures. It is the express intent of this Plan that the Plan Iministrator shall have maximum legal discretionary authority to nstrue and interpret the terms and provisions of the Plan, to ake determinations regarding issues which relate to eligibility for nefits, to decide disputes which may arise relative to a Plan uticipant's rights, and to decide questions of Plan interpretation d those of fact relating to the Plan. The decisions of the Plan Iministrator will be final and binding on all interested parties.

JTIES OF THE PLAN ADMINISTRATOR.

(1) To administer the Plan in accordance with its terms.

(2) To decide disputes which may arise relative to a Plan Participant's rights.

(3) To keep and maintain the Plan documents and all other records pertaining to the Plan.

(4) To appoint a Claims Administrator to pay claims.

(5) To perform all necessary reporting as required by ERISA.

(6) To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Sec. 609.

LAN ADMINISTRATOR COMPENSATION. The Plan dministrator serves without compensation; however, all expenses r plan administration, including compensation for hired services, ill be paid by the Plan.

[redacted] of responsibility in the administration of the Plan.

FIDUCIARY DUTIES. A fiduciary must carry out his or her duties and responsibilities for the purpose of providing benefits to the Employees and their Dependent(s), and defraying reasonable expenses of administering the Plan. These are duties which must be carried out:

(1) with care, skill, prudence and diligence under the given circumstances that a prudent person, acting in a like capacity and familiar with such matters, would use in a similar situation;

(2) by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and

(3) in accordance with the Plan documents to the extent that they agree with ERISA.

THE NAMED FIDUCIARY. A "named fiduciary" is the one named in the Plan. A named fiduciary can appoint others to carry out fiduciary responsibilities (other than as a trustee) under the Plan. These other persons become fiduciaries themselves and are responsible for their acts under the Plan. To the extent that the named fiduciary allocates its responsibility to other persons, the named fiduciary shall not be liable for any act or omission of such person unless either:

(1) the named fiduciary has violated its stated duties under ERISA in appointing the fiduciary, establishing the procedures to appoint the fiduciary or continuing either the appointment of the procedures; or

(2) the named fiduciary breached its fiduciary responsibility under Section 405(a) of ERISA.

CLAIMS ADMINISTRATOR IS NOT A FIDUCIARY. A Claims Administrator is not a fiduciary under the Plan by virtue of paying claims in accordance with the Plan's rules as established by the Plan Administrator.

...s funded as follows:

Employee and Dependent Coverage: Funding is derived from ...nds of the Employer and contributions made by the covered ...oyees.

...vel of any Employee contributions will be set by the Plan ...nistrator. These Employee contributions will be used in funding ...st of the Plan as soon as practicable after they have been ...ed from the Employee or withheld from the Employee's pay ...gh payroll deduction.

...its are paid directly from the Plan through the Claims ...istrator.

PLAN IS NOT AN EMPLOYMENT CONTRACT

...lan is not to be construed as a contract for or of employment.

CLERICAL ERROR

...erical error by the Plan Administrator or an agent of the Plan ...istrator in keeping pertinent records or a delay in making any ...es will not invalidate coverage otherwise validly in force or ...se coverage validly terminated. An equitable adjustment of ...utions will be made when the error or delay is discovered.

...to a clerical error, an overpayment occurs in a Plan ...sement amount, the Plan retains a contractual right to the ...yment. The person or institution receiving the overpayment ...required to return the incorrect amount of money. In the ...a Plan Participant, if it is requested, the amount of ...yment will be deducted from future benefits payable.

AMENDING AND TERMINATING THE PLAN

...lan is terminated, the rights of the Plan Participants are ...o expenses incurred before termination.

...ployer intends to maintain this Plan indefinitely; however, it ...s the right, at any time, to amend, suspend or terminate the ...whole or in part with acceptance from union groups. This ...amending the benefits under the Plan or the Trust ...ent (if any). Any such amendment or termination shall be

...authorized to act on behalf of the Administrator, who is

CERTAIN EMPLOYEE RIGHTS UNDER ERISA

Plan Participants in this Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA specifies that all Plan Participants shall be entitled to:

(1) Examine, without charge, at the Plan Administrator's office, all Plan documents and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

(2) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

(3) File suit in a federal court, if any materials requested are not received within 30 days of the Plan Participant's request, unless the materials were not sent because of matters beyond the control of the Plan Administrator. The court may require the Plan Administrator to pay up to $100 for each day's delay until the materials are received.

In addition to creating rights for Plan Participants, ERISA imposes obligations upon the individuals who are responsible for the operation of the Plan. The individuals who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Plan Participants and their beneficiaries. No one, including the Employer or any other person, may fire a Plan Participant or otherwise discriminate against a Plan Participant in any way to prevent the Plan Participant from obtaining benefits under the Plan or from exercising his or her rights under ERISA.

If a Plan Participant's claim for a benefit is denied, in whole or in part, the Plan Participant must receive a written explanation of the reason for the denial. The Plan Participant has the right to have the Plan review and reconsider the claim. Under ERISA there are steps that the Plan Participant can take to enforce the above rights. For instance, if the Plan Participant requests materials from the Plan and does not receive them within 30 days, that person may file suit in federal court. In such a case, the court may require the Plan

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ey, or if a Plan Participant is discriminated against for asserting
r her rights, he or she may seek assistance from the U.S.
rtment of Labor, or may file suit in a federal court. The court
ecide who should pay court costs and legal fees. If the Plan
cipant is successful, the court may order the person sued to
hese costs and fees. If the Plan Participant loses, the court
order him or her to pay these costs and fees, for example, if it
the claim or suit to be frivolous.

Plan Participant has any questions about the Plan, he or she
d contact the Plan Administrator. If the Plan Participant has
uestions about this statement or his or her rights under
, that Plan Participant should contact the nearest area office
U.S. Labor-Management Services Administration,
tment of Labor.

[redacted] OF ADMINISTRATION

The Plan is a self-funded welfare plan and the administration is provided through a third party Claims Administrator.

PLAN NAME

City of Amsterdam Employee Medical Benefits Plan

PLAN NUMBER: 501

TAX ID NUMBER: 14-6002064

PLAN EFFECTIVE DATE: July 1, 1995

PLAN YEAR ENDS: December 31st

EMPLOYER INFORMATION

City of Amsterdam
61 Church Street
Amsterdam, New York 12010
(518) 841-4329

PLAN ADMINISTRATOR

City of Amsterdam
61 Church Street
Amsterdam, New York 12010
(518) 841-4329

NAMED FIDUCIARY

City of Amsterdam
61 Church Street
Amsterdam, New York 12010

AGENT FOR SERVICE OF LEGAL PROCESS

City of Amsterdam
61 Church Street
Amsterdam, New York 12010

Association Plan Administrators, Inc.
5858 Heritage Landing Drive
East Syracuse, New York 13057
(800) 248-3539

NOTES

Appendix "F"

Drug and Alcohol Testing Policy

Purpose

1.1 The purpose of this policy is to establish the City of Amsterdam's policy regarding rules governing drug and alcohol testing for firefighters in the Amsterdam Fire Dept. As an employer, the City of Amsterdam maintains a strong commitment to provide a safe, efficient work environment for its firefighters and the public they serve. This policy is based upon the City's policy and practice of prohibiting the use of alcohol and drugs on the job, or prior to reporting to work.

Program Requirements

2.1 Participation as a Condition of Employment

All current Amsterdam Department firefighters and firefighter applicants must participate in the drug and alcohol-testing program described herein. Failure to participate in, and comply with, any and all requirements may result in disciplinary action by the City up to, and including, termination of employment.

2.2 Prohibited Behavior

It is the policy of the City of Amsterdam Fire Department that:

A. No firefighter shall use, sell, distribute, dispense, possess, or manufacture any alcoholic beverages, illegal drugs or any other intoxicating or controlled substance on a job site or on City property while on duty or while in a City vehicle.

B. No firefighter shall report to work unfit for duty at the beginning of a shift or upon returning from any break, lunch, or rest period as a result of consuming alcohol, illegal drugs, or any other intoxicant or controlled substance.

C. In some cases, the use of prescription or over-the-counter drugs may cause impairment that prohibits the firefighter from performing firefighter duties. It is the sole

responsibility of the firefighter taking any prescription or over-the-counter medication(s) that may impair performance to consult with his/her physician or pharmacist regarding its effects and to inform his/her supervisor if he/she may be impaired. A firefighter may be required to have his/her physician certify that a given medication does/does not adversely affect the firefighter's fitness for duty.

D. Violation of any of these rules by a City firefighter may result in disciplinary action up to, and including, termination of employment.

2.3 Circumstances for Testing

This policy requires that drug and alcohol tests be given to City firefighters in the following circumstances:

A. Pre-employment Testing - Applicants for employment in the class firefighter and any officer position not filled internally must be given a pre-employment drug test. Firefighter applicants may not be hired or assigned to duty unless they complete and pass the test. Prior to conducting the drug test, the City will inform the applicant of the testing requirements. Vacancy announcements and job postings must stipulate that passing a drug test is a condition of employment. Finally, applicants may be required to sign a document acknowledging that they know they are subject to testing.

B. Reasonable Suspicion Testing – Reasonable suspicion that a firefighter may be abusing drugs or alcohol exists when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, as well as the officer's own observations he can reasonably infer or suspect that a firefighter may be under the influence of alcohol or drugs. Reasonable suspicion must be supported by the purchase, sale or possession of alcohol or drugs: associations with known drug dealers or users: observation of the firefighter with known drug or drug-related locations; unexplained change in the firefighter's behavior or work performance; an observed impairment of the firefighter's ability to perform his duties; other objective criteria such as the odor of alcohol, slurred speech, staggering or impaired gait or other behavioral indicators as taught to supervision by a substance abuse professional from the

City's EAP vendor.

C. Post-Accident Testing – In all cases of any on-duty City firefighter being in an accident involving the loss of human life or if a City firefighter is the driver of any vehicle involved in an accident during on-duty time and receives a citation under State or local law for a moving traffic violation from the accident, a post-accident drug and alcohol test will be administered to the City firefighter(s) driving the vehicle or operating equipment. In addition, it is the City's policy to require post-accident testing where significant property damage occurs as the result of an accident or where the firefighter's record of accidents would give cause for concern. Drug and alcohol testing must be performed immediately following the accident. If an alcohol teat is not administered within two (2) hours following the accident, then the command officer on the scene must still attempt to administer the test and must also prepare and maintain a record stating the reason(s) the test was not promptly administered to the firefighter(s).

The requirement to test for alcohol and drugs following an accident shall in no way delay necessary medical attention for injured people or prohibit a firefighter from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical cars. However, subject to the preceding sentence, a firefighter who is subject to post-accident testing shall remain readily available for such testing or he/she may be deemed to have refused to submit to testing.

D. Random Testing

The selection of firefighters for random drug testing, and effective January 1, 2008 random breath alcohol testing, shall be made by a scientifically valid random-number selection method. The selection method shall assure that each firefighter shall have an equal chance of being tested each time selections are made. Selection shall be determined by the City's testing vendor contracted to administer the drug and alcohol-testing program.

Ten percent (10%) of the bargaining unit will be tested annually on a random basis for the purpose of detection the presence of illegal drugs or alcohol or the abuse of legal drugs. The test dates shall be spread reasonably throughout the year with no established

pattern. Testing will be unannounced, as well as random. Notification and test arrangements will be made by the Fire Chief or his designee.

Once a firefighter has been notified that he/she has been selected for random testing, the firefighter shall report immediately to the collection or breath alcohol testing site. Firefighters shall be individually and discreetly notified to report to the collection or breath alcohol testing site, and they shall be assured that they have been selected for a random test. See Appendix "A" attached for drug testing procedures.

E. Return-to-Duty Testing

Before any firefighter is allowed to return to duty following a verified positive drug test result, an alcohol result of 0.04 or greater or a refusal to submit to a test, that firefighter must undergo a return-to-duty test. Any return-to-duty alcohol test result must indicate an alcohol concentration of less than 0.04. Any return-to-duty drug test result must indicate a verified negative result for controlled substance abuse. In addition, before a return-to-duty alcohol or drug test is performed, the firefighter must be evaluated by a substance abuse professional (SAP) at the City's Employee Assistance Program (EAP) who shall determine whether the firefighter has subsequently followed all recommendations made by the SAP, including participation in any rehabilitation program.

Failure of a firefighter to follow counseling and/or rehabilitation program recommendations as determined by the substance abuse professional will subject the firefighter to the disciplinary provisions of this policy up to, and including, discharge. Nothing in this section shall be construed as requiring or obligating the City to allow any individual firefighter who tests positive for alcohol or drugs to return to duty. Each individual case will be evaluated on the circumstances and individual merits of the firefighter involved.

F. Follow-Up Testing

If and when a firefighter is allowed to return to duty, such a firefighter shall be subject to unannounced follow-up testing for at least twelve (12) months but not more than sixty (60) months. The frequency and duration of the follow-up testing will be

recommended by a substance abuse professional (SAP) as long as minimum of six (6) tests are performed during the first twelve (12) months after the firefighter has returned to duty. Any subsequent verified positive alcohol or drug test involving that firefighter will result in disciplinary action up to, and including, termination of employment.

2.4 Behavior that Constitutes a Refusal To Submit to a Test

The following actions or behaviors shall constitute a refusal to submit to a required test:

A. Refusal to take the test.
B. Inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation.
C. Tampering with, or attempting to adulterate, the specimen or collective procedure.
D. Failure to report to the collection site in the time allotted.
E. Failure to remain readily available for post-accident testing.
F. Failure to submit to a hair analysis drug test, if the firefighter's drug urine is determined by the testing lab to be dilute.

2.5 Testing Procedures

A. Drug Testing

Drug testing is conducted by analyzing the firefighter's urine specimen. Specimens are collected in an off-site facility that must meet the requirements of Appendix "A" to assure privacy and the integrity of specimen collection. The firefighter provides a urine specimen , which is sealed and labeled by an authorized agent of the testing organization. A chain of custody document is completed and the specimen is shipped to a certified laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification, and integrity are not compromised.

This policy expressly provides that collection protocol will include split specimen techniques. Each urine specimen is sub-divided into two containers labeled as primary and split specimens. Both specimens are forwarded to a laboratory certified by the U.S. Department of Health and Human Services (DHHS). Only the primary specimen is used in the urinalysis. The split specimen remains sealed and stored unless, and until, it is required for confirmation of a positive test.

An initial screening test is performed. If the test is positive for one or more drugs, then a confirmation test is performed for each identified drug using a gas chromatography/mass spectrometry (GC/MS) analysis. GC/MS confirmation ensures that over-the-counter medications are not reported as positive results.

If the analysis of the primary specimen confirms the presence of controlled substances, then the firefighter has seventy-two (72) hours to request that the split specimen be sent to another DHHS certified laboratory for analysis. The split specimen procedures may provide the employee with an opportunity for a second opinion. **All drug test results are reviewed and interpreted by a physician, Medical Review Officer (MRO), before they are reported to the City.**

Any firefighter whose drug urine specimen is determined by the testing lab to be "dilute" shall be immediately subject to a hair analysis drug test. Failure to submit to such a test in the event of a "dilute" specimen shall be grounds for discipline up to and including termination of employment.

If the laboratory reports a positive result to the MRO, then the MRO contacts the firefighter and conducts an interview to determine if there is an alternative medical explanation for the presence of a controlled substance in the specimen. If the firefighter provides appropriate documentation and the MRO determines that there is a legitimate medical use of the prohibited drug, then the test result is reported to the City as a negative.

Urine specimens are analyzed for the following drugs:

* Marijuana (THC metabolite)
* Cocaine
* Amphetamines
* Opiates (including heroin)
* Phencyclidine (PCP)

B. Alcohol Testing

Alcohol testing is conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA). A breath alcohol technician (BAT) trained in the operation of the EBT and in the alcohol testing procedures prescribed by the rules must perform the breath test. Two (2) breath tests are required to determine if a person has a prohibited alcohol concentration. Any result from the screening test is considered negative if the alcohol concentration is less than 0.04. If the alcohol concentration is 0.04 or greater, then a confirmation test must be conducted. The firefighter and the BAT complete the alcohol testing form to ensure that results are properly recorded.

The confirmation test must be conducted using an EBT that prints the results, date, time, in sequential test numbers, and the name and serial number of the EBT to ensure the reliability of the results. BAT's shall conduct the EBT employed by drug and alcohol testing organization under contract with the City of Amsterdam. Agents of the City of Amsterdam or any of its departments shall not perform the breath alcohol test. Law enforcement officers will not conduct the tests as part of roadside inspections. Under certain circumstances, post-accident tests conducted by law enforcement personnel will be acceptable. See Appendix "B" attached for alcohol testing procedures.

C. Confidentiality of Test Results

The City of Amsterdam, the drug-testing laboratory, the alcohol testing facility, and the medical review officer maintain firefighter alcohol and drug testing results and records under strict confidentiality. The results cannot be released to any other party, except a substance abuse professional, without the written consent of the firefighter. Exceptions to these confidentiality provisions are limited to a decision maker in arbitration, litigation, or other administrative proceedings arising from a positive alcohol or drug test or other violation of these rules. Statistical records and reports are maintained by the City of Amsterdam and the alcohol and drug testing provider. This information is aggregate data and is used only to monitor the effectiveness of the program.

2.6 Consequences of the Use of Drugs and the Misuse of Alcohol

A. Consequences of Alcohol Misuse - Firefighters who engage in prohibited alcohol conduct must be immediately relieved of duty. The following circumstances constitute prohibited behaviors:

(1) The firefighter tested has an alcohol concentration of 0.04 or greater, as determined by EBT results, when tested just before, during, or just after being on-duty.

(2) The firefighter has used alcohol while on duty.

(3) The firefighter refuses to submit to a required alcohol test (as defined in Section 2.3 and 2.4 above.

(4) The firefighter has an alcohol concentration of 0.04 or greater, as determined by EBT results, when tested just before, during, or just after being on duty.

A firefighter found to have violated any provision of Section 2.6 A (1) - (4) shall be immediately removed from duty for twenty-four (24) hours and will be charged a

day of sick leave, if accrued. The incident shall be recorded.

No firefighter who has engaged in any prohibited alcohol conduct as defined in Section 2.6 A (2) - (4), shall be allowed to perform duty until the firefighter has been evaluated by a substance abuse professional. Before any firefighter found to have violated Section 2.6 A (1) - (4) returns to duty, the firefighter must undergo a return-to-duty alcohol test, with a result indicating an alcohol concentration of less than 0.04.

Failure of a firefighter to follow any counseling and/or rehabilitation program, as determined by the substance abuse professional, will be subject to the disciplinary provisions of this policy.

Any violation of Section 2.2 Prohibited Behavior will subject a firefighter to disciplinary action up to, and including, termination of employment.

B. Consequences of Use of Drugs - A firefighter who has a verified positive drug test result must be immediately removed from duty. The firefighter who has a verified positive drug test result shall not be allowed to return to duty until the firefighter has been evaluated by a substance abuse professional. Before a firefighter returns to duty, the firefighter must undergo and pass a return-to-duty substance test with a verified negative result.

A firefighter who has an initial verified positive drug test result and/or who is found to be in violation of Section 2.2 Prohibited Behavior will be subject to disciplinary action up to, and including, termination of employment.

Failure of a firefighter to follow any counseling and/or rehabilitation program, as determined by the substance abuse professional, will be subject to the disciplinary provisions of this policy.

Any subsequent verified positive drug test will result in disciplinary action up

to, and including, termination of employment.

C. Refusal to submit to a Required Alcohol or Drug Test (as defined in Section 2.3 above).

Refusal or failure to submit by a firefighter to a required alcohol or drug test constitutes a failed test, resulting in immediate removal from duty and appropriate disciplinary action up to, and including, termination of employment.

2.7 Training for Supervisors

The City of Amsterdam shall ensure that all supervisors and other persons designated to determine whether reasonable suspicion exists to require a firefighter to undergo testing must receive a minimum of sixty (60) minutes of training on alcohol misuse and a minimum of sixty (60) minutes of training on controlled substance use. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The training shall include an overview of the program requirements, disciplinary procedures, confrontation and documentation procedures, and rehabilitation and treatment options which are available through the City of Amsterdam's Employee Assistance Program (EAP).

2.8 Training for City Firefighters

The City of Amsterdam shall ensure that all firefighters shall have the opportunity to be trained for a minimum of sixty (60) minutes on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, as well as the manifestations and behavioral signs that may indicate prohibited use, as per the training materials (video and written) provided by the City's EAP.

2.9 Supervisory Responsibilities

It is the policy of the City of Amsterdam that:

A. Supervisors are responsible for determining through direct observation whether a firefighter is capable of performing his or her assigned duties. Determinations shall be based on specific, contemporaneous, articulate, reliable observations concerning the appearance, behavior, speech, or body odor of the employee.

B. Firefighters who are suspected of being unfit for duty as a result of alcohol or drug use shall be required to undergo reasonable suspicion drug and/or alcohol testing in accordance with this policy. Supervisors must immediately bring their observations to the attention of their supervisors in order that arrangements for testing can be implemented as soon as practicable.

C. Incidents and behavior described above must be witnessed and documented immediately. The supervisor's manager should be consulted and advised of the incident. A firefighter who is impaired should not be allowed to drive home from the work place or the test site. The supervisor should arrange to send the unfit firefighter home with a member of the employee's family or friend of the firefighter or in a taxi at the firefighter's expense. If all other alternatives are exhausted, a supervisor may allow a firefighter who is unfit for duty to then be driven home in a City vehicle.

D. The fact that an unfit firefighter engaged in prohibited behavior as defined in Section 2.2 above and was not allowed to remain at work or was tested is not considered a disciplinary suspension. After the employee is removed from the work place and tested, supervisors and managers should discuss the specifics of the situation with their department head to review appropriate disciplinary action. Each situation will be evaluated on a case-by-case basis.

E. When a firefighter displays dangerous, aggressive, or abusive behavior which clearly constitutes a danger to that firefighter or others and the firefighter resists voluntarily leaving the workplace, the supervisor may immediately suspend the firefighter and order the firefighter to leave the premises. The supervisor must take immediate steps to notify the department head of the situation including having the department head paged or called at home.

F. In cases where the firefighter does not comply with disciplinary suspension and the firefighter continues to display aggressive and/or abusive behavior that constitutes a danger in the workplace, the supervisor may have to contact local law enforcement authorities to remove the employee from the workplace. Law enforcement intervention should only be taken if it is believed an immediate danger to persons or property exists and the other measures described above were unsuccessful in controlling the situation.

2.10 Management Responsibilities

It is the policy of the City of Amsterdam that:

A. A drug and alcohol free workplace shall be maintained through the efforts and personal example of management.

B. Subordinate managers and supervisors who fail to perform their duties and responsibilities as outlined in this policy will be subject to disciplinary action up to , and including, termination of employment.

C. Managers and supervisors are encouraged to discuss with firefighters any behavior or job performance factors that may indicate the use of drugs, alcohol, or other violations of this policy and to suggest, when appropriate, that a firefighter seek assistance through the City's EAP.

D. Effective January 1, 2008, managers shall direct all firefighters under their direction and subject to this policy to comply with the provisions of this policy for pre-employment, reasonable suspicion, post-accident, return-to-duty, and follow-up testing.

E. Firefighters who make reasonable suspicion determinations must receive training on the physical, behavioral, and performance indicators of probable drug use and alcohol misuse. Such training shall be conducted by staff from the City's EAP. .....