

AFSCME CONTRACT
Local 855 of the International Union, American
Federation of State, County, and Municipal Employees,
AFL-CIO, District council 66

January 1, 2013 – December 31, 2026

Kris Pratt, President
AFSCME

Michelle Roman, Mayor
City of Lockport

Agreement

The City of Lockport, State of New York, and Local 855 of the International Union, American Federation of State, County, and Municipal Employees, AFL-CIO, District council 66, representing employees covered by the terms of this agreement, referred to hereinafter as the Union, do hereby reach agreement for the purpose of enhancing the material conditions of the employees, to promote the general efficiency of the City of Lockport, hereinafter known as the Common Council, to eliminate as far as possible political considerations from hiring policy and to promote the morale, well-being, and security of employees.

Article 1

Legislative Approval

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

Article 2

Recognition

Section 1.

The City recognizes the American Federation of State, City and Municipal Employees (AFSCME), Local 855 affiliated with Council 66 as the exclusive representative of the permanent full time and regularly scheduled part time employees of primarily, the Department of Public Works as reflected and as set forth in Appendix A, attached herewith and incorporated herein, for the purpose of collective negotiations with respect to wages, hours, and working conditions of employment. The term employee refers to those employees whose titles are specified within the negotiation unit. The parties agree that it is not the intention that the creation and use of regular part time positions be used to reduce the numbers of regular full-time positions. Temporary and seasonal employees are excluded from the coverage of this Agreement.

Section 2. Regular part time

Regular part time employees shall be defined as employees who work twenty hours or less per week on a regular schedule. The City shall be limited in creating part time positions to 7%, rounded to the nearest whole number, of the full-time positions budgeted annually. Employees meeting this definition shall be entitled to all terms and conditions of this Agreement and shall be entitled to all benefits outlined in this Agreement on a prorated basis based upon the number of hours regularly scheduled compared to a forty-hour work week. Regular part time

employees shall be responsible for 50% of the premium equivalent for the health insurance coverage if the employee elects coverage.

Article 3

Management Relations

Section 1. Collective Bargaining

All collective negotiations with respect to wages, hours, and working conditions, on behalf of such employees, and other conditions of employment shall be conducted by authorized representatives of the common council and authorized representatives of the Union.

Section 2. Pledge against coercion

The employer agrees not to interfere with the rights of employees to become members of the Union, and there be no discrimination, interference, restraint, or coercion by the employer or any employer representative against any employee because of the Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

Section 3. Union Release Time

- (a) The Union President, or his or her designee, may be permitted time during regular work hours to handle grievances or other Union business, providing arrangements satisfactory to the Department Heads are made in advance and providing that no more than two persons, including the grievant, are involved at any one time.
- (b) In addition, the City agrees to grant time off without charge to accumulated time credits, with pay for the Union President or his or her designee for the following purposes:
 - 1. To attend functions of the International Union, Council or other bodies with which the Union is affiliated.
 - 2. To attend educational programs reasonably related to the employee's position as a Union representative in the City of Lockport.
 - 3. To attend other functions specifically related to the employee's position as a Union representative for municipal workers in the City of Lockport.

Such leave shall not be granted to more than two employees at any one time, and shall not exceed an aggregate of 26 working days per calendar year. The Union agrees to a maximum of three such days per calendar month. Notice will be given to affected department heads

two weeks in advance, except where not practicable, then as soon as possible.

Article 4

Check off of dues

Section 1. Union dues deduction

The Common Council agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 855 which are the Union dues. Deductions will be made from the first paycheck received by an employee each month. When no dues are received from an employee in a given month, dues will be deducted from the first paycheck received by that employee; the amount due shall be certified by the Union Treasurer, and the total dues will be delivered to Council 66. Any present or future employee who is not a union member and does not make application for membership shall not have fees withheld.

Section 2. Indemnification

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

Section 3. Credit Union

The City shall cooperate with Union and its affiliate AFL-CIO in the establishment of a Credit Union. The City shall deduct authorized amounts from employees' paychecks and forward to the Union or other authorized authority. However, a person signing up for this Credit Union would need to enroll for at least one year period without change in the amount of deduction.

Section 4. C.O.P.E. Committee Fund

If any unit employee so requests, the City shall deduct authorized amounts from the employee's pay for the Union C.O.P. E. Committee Fund. The City shall forward the monies deducted to the Union Treasurer separate from the regular check-off.

Article 5

Seniority

Section 1. Definition

Seniority means an employee's length of continuous service with the employer since his last date of hire.

Section 2. Break in Continuous Service

The employee's earned seniority shall not be lost because of absence due to legitimate illness, authorized leave-of-absence, or temporary layoff.

Section 3. Probationary Period

New employees shall remain probationary and shall not be considered permanent employees until after completion of a minimum of ninety days but not to exceed one hundred eighty days of service from the date of last hiring. Probationary employees are subject to the relevant guidelines set forth according to Civil Service Law, rules and regulations. Upon satisfactory completion of the probationary period, the employee shall acquire seniority status from the first day of the most recent probationary period.

Section 4. Entitlement

Probationary employees shall enjoy the bereavement, jury duty, and holiday benefits and shall be represented by the Union regarding the rights.

Section 5. Seniority List

The employer shall furnish the Union President with copies of the Civil Service form which shows change in seniority status employees covered by this Agreement.

In addition, each January 1 and July 1 of each calendar year, the employer will furnish the Union President with a seniority list showing the continuous service of each employee covered by this Agreement.

Article 6

Layoff

Section 1. Layoff Procedure

When it becomes necessary to reduce the force in any City department, layoff of noncompetitive employees shall be according to City-wide unit seniority. Strict application of seniority shall prevail, however, unless exceptional circumstances occur of which the Union Committee shall be fully apprised in advance. The local officers, members of the Union Committee, and the elected departmental stewards of the Union shall not be laid off as long as work is to be performed within their department. The Union shall keep a current list of those entitled to super-seniority on file with the City. The current list shall apply as of the date of formal written notification of layoffs.

Section 2. Competitive and Non-Competitive Employees

- A. When a noncompetitive employee is laid off, he/she shall be permitted to bump citywide within the unit a noncompetitive employee with less seniority in a superior, equal, or lower job title provided the displacing employee is qualified for the position into which he/she moves.
- B. Layoff of employees in competitive positions shall be in accordance with current Civil Service Laws and Regulations. Laid off employees in competitive positions have the right to bump into noncompetitive positions as per Paragraph A of this section, as long as such employee is qualified for the position.

Section 3. Recall Procedure

Recall of laid off employees shall be by City-wide unit seniority as long as the employee with the highest seniority is qualified for that position. Recall shall be for a maximum period of four years from layoff. During the layoff the City shall maintain his/her and beneficiaries' medical benefits for the first two years maximum of the layoff. Each employee, upon layoff, shall furnish to the City Clerk a current address and any subsequent changes. Notification of recall shall be by registered or certified mail to the address last given to the City Clerk. The employee shall have two weeks from the date of mailing of the recall letter in which to contact the City Clerk to confirm his/her availability to return to work.

Section 4. Non Full-Time Employee

It is understood by the parties that all temporary, seasonal, and part-time employees be laid off before any full-time unit members.

Article 7

Discipline and Discharge

Section 1. Rights

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee regardless of seniority for just cause.

Section 2. Procedure

- A. Disciplinary action or measure shall be limited to the following actions, and shall follow the order listed, unless circumstances warrant a departure from the order listed:
 - 1. Oral reprimand (written confirmation)
 - 2. Written reprimand
 - 3. Suspension
 - 4. Discharge

Discipline or notification of the pending discipline shall be imposed within five working days of the alleged violation or within five working days of the City becoming aware of the alleged violation. The procedure set forth in paragraph E below, shall be followed, otherwise any discipline shall be deemed invalid.

- B. Except in a dangerous situation, each disciplined employee shall, upon request, be allowed to discuss privately his/her discipline or discharge with his/her Union steward for a maximum of fifteen minutes. The employer shall make available an area where the employee may do so before said employee may do so before said employee is requested to leave the premises.
- C. If the employer has reason to reprimand an employee, it shall be done in a professional manner.
- D. Any reprimand that is one year old shall not be used against an employee except in discipline concerning excessive absences, tardiness, or repetitious actions.
- E. When any action or measure is imposed upon or is pending against an employee, then the employer shall notify the employee and the Union President in writing of the specific reasons for such disciplinary action being imposed and the proposed penalty. The written notification shall contain a detailed description of the charges which shall include dates, times, and places. Notification to the Union President shall be mailed to his home address, by registered mail return receipt requested, within twenty-four hours of notice given to the employee.
- F. Any employee shall acknowledge in writing a notice of pending or actual discipline at the time it is presented. Said acknowledgment shall in no way be construed to be an admission or acknowledgment of wrongdoing.

Section 3. Immediate Hearing

In the event that an employee is discharged or suspended in excess of one day he/she may grieve such discipline at Step two of the grievance procedure.

Section 4. Establishment of Work Rules

The city may establish and enforce binding rules and regulations in connection with its operation of the department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this agreement. All work rules shall be fair and uniformly enforced. Copies shall be furnished to the Union. At least ten working days, prior to implementation of amendments or additions to those Working Rules presently in place, the City shall forward a copy of such amendments or additions to each Union member and post in each department affected, a copy of said amendments or additions. It is understood that these are city-wide work rules and not departmental standards.

Article 8 Grievance Procedure

Section 1. Grievance Procedure

Step 1. Should any employee feel that his/her rights and privileges have been violated, they shall consult with his/her steward. The Union Grievance Committee shall within seven working days of the alleged violation or within seven working days of becoming aware of an alleged violation submit the facts of the grievance in writing to their respective department heads. The respective department heads shall within seven working days of receipt of the grievance, reply in writing giving their decision.

Step 2. Should the Union decide that the reply of the department head is unsatisfactory; the Union shall within five working days of receipt of the department head's answer submit the facts of the grievance in writing to the Mayor or the Mayor's designee. The Personnel Committee shall schedule a hearing to be held within ten working days of receipt of the grievance and shall within five working days thereafter submit its written recommendation to the Mayor, a copy of which shall be provided to the Union. The Mayor or his/her designee shall thereafter issue a written finding within ten working days of the receipt of the Personnel Committee recommendation or in the alternative, may schedule a meeting within five working days and thereafter respond in writing within ten working days of the meeting. Should the City fail to respond at either Step 1 or Step 2 within the defined time period, said grievance shall be deemed sustained. All answers to grievances Step 1 and Step 2 shall contain reasons for denial.

If the Union should fail to respond at either Step 1 or Step of this procedure within the defined time limits, said grievance will be deemed to be withdrawn by the Union.

Step 3. If the grievance is still unsettled, either party may within 10 working days after the reply of the Mayor or his/her designee by written notice to the other request arbitration. In an effort to settle outstanding issues, the parties may agree to participate in mediation, which shall not be binding, prior to filing for arbitration.

Section 2. Arbitration Procedure

The arbitration proceedings shall be conducted by an arbitrator subject to and in accordance with the procedures established by the Public Employees Relations Board.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty days after the conclusion of testimony and argument. A copy is to be sent to the Union, the department head involved and the Mayor or Mayor's designee.

No arbitrator functioning under this step of the grievance procedure shall have any to amend, modify, or delete any provisions of this agreement.

Section 3. Matters relevant to grievance procedure

The time limit in the grievance procedure may be extended by mutual agreement, in writing. Any step in the grievance procedure may be extended by mutual agreement, in writing. The Union may withdraw grievance at any step of the grievance procedure. Such withdraw shall be binding on all employees of the bargaining unit. The cost of the arbitration proceeding shall be paid by the losing party, with the apportionment of costs in a "split" decision to be made by the arbitrator.

Section 4. Settlement

In the event that a settlement is reached or an award sustaining a grievance, either in whole or in part requiring monetary payment by the employer, such payment shall be made within thirty days of the agreement or award.

Article 9 Promotions and transfers

It shall be the policy of the City to promote when possible to higher job classifications from the ranks of employees.

Section 1. Posting of openings

The city shall post in a timely manner announcement of all City of Lockport competitive Civil Service examinations in each department that has AFSCME represented employees.

When any unit opening occurs, a notice of such opening shall be posted on all bulletin boards, stating the job classification, range of pay, department, and nature of the job requirements in order to qualify. This posting shall be for a period of ten working days. However, if the vacancy is temporary, that is, for a period of less than sixty days, the posting on all bulletin boards will not be required. For a temporary vacancy (greater than sixty days) in a competitive Civil Service position where no established Civil Service list is available, the City shall fill the vacancy with the senior employee in the next lower job group in the department who meets the qualifications of the job pursuant to Section 3 of this Article and who has bid on it.

Section 2. Applications

During this time period, employees who wish to apply for the open position may do so. The application shall be in writing, and it shall be submitted to the employee's department head with a copy being signed and returned to the employee.

Section 3. Qualifications

When making promotions under this section, the following shall be governing factors:

1. Skill and efficiency
2. Physical ability to perform the job, and
3. Length of continuous service.

In the event the applicant under consideration is judged to possess relatively equal skill, efficiency and physical ability to perform the job, the one with the greater length of continuous service with the City shall be promoted.

Section 4. Posting of the Applicants

A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the employer on all bulletin boards within two work days of the selection by the employer and to be posted for a period of at least two work weeks.

Section 5. Trial Period

Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of ten working days but not to exceed ninety days; providing, however, that the trial period may be extended an additional ninety days upon written notice from the department head to the employee. If it is found that such employee does not meet the requirements and responsibilities of the position to which he/she has been selected during the trial period or he/she voluntarily relinquishes such position, then such employee shall be restored to his/her former position.

Section 6. Retention of Seniority

Employees transferring or promoted to a new department shall be credited with continuous bargaining unit seniority. If for any reason the transferred or promoted employee's position is eliminated during the first six months, he/she shall return to his/her previous position with full bargaining unit seniority.

Article 10

Vacations

The City agrees that full-time employees shall be eligible for vacation as follows:

Subject to the approval of the department head, vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given the choice of vacation period in the event of any conflict over vacation period. Vacation time for non-continuous operation employees which has not been scheduled by September 1st of each year may be assigned by the department heads. Vacation time for continuous operation employees shall be chosen by the employees by March 31st of each year or may then be assigned by the department head. Vacation periods shall be earned as follows:

1. On January 1, new employees who have not completed one full year of service shall be credited with one day of vacation for each month worked up to a maximum of ten vacation days. Thereafter, the employee will receive vacation according to the schedule below. For purposes of accrual, a "month worked" shall constitute any month in which an employee is on the active payroll for at least one half or more of the work days in any given month. If any employee is on the active payroll for less than one half of the workdays in any given month, the employee shall not receive one month's credit for vacation accrual. After the first full year of continuous employment, the employee shall be credited with vacation accruals January 1 of each year.
2. Ten working days after completing one year of continuous employment.
3. Fifteen working days after completing five years of continuous employment (five additional days earned after the employee's anniversary date).
4. Seventeen workdays after completing ten years of continuous employment (two additional days earned after the employee's anniversary date).
5. Twenty working days after completing fifteen years of continuous employment. (three additional days earned after the employee's anniversary date).
6. Twenty-two working days after completing twenty years of continuous employment. (two additional days earned after the employee's anniversary date).
7. Twenty-five working days after completing twenty-five years of continuous employment. (three additional days earned after the employee's anniversary date).
8. Thirty working days after completing 30 years of continuous employment. (five additional days earned after the employee's anniversary date).
9. Vacation shall not be accumulated from one calendar year to the next. Holidays occurring during an employee's scheduled vacation period shall not be charged against vacation time.
10. (A.) The department head shall schedule vacation time in units not less than 5 workdays.

(B.) Upon the request of an employee, the department head, in his/her sole and absolute discretion, may, when circumstances permit, allow an employee to use vacation time in units of less than 5 working days. The department head's determination shall not be subject to the grievance procedure.

11. Upon the death of an employee or his/her retirement from service, all of the employee's earned vacation time shall be computed on a pro rata basis and paid to him/her in the case of retirement from service or to his/her estate in the event of death, in accordance with the normal regular rate of pay the employee was receiving at the time of his/her death or retirement from service.

12. When an employee earns a minimum of fifteen vacation days in a year, the employee shall have the option of electing to receive the cash equivalent for a maximum of ten vacation days in lieu of taking off such earned vacation time, provided the employee gives notice of his/her election, in writing no later than September 1st of the preceding year. Such notice is necessary for the City to budget the allocation.

13. The City will insure that the employees hired in the months of October, November, December will be able to utilize their allotted vacation time by the end of their calendar year.

Article 11

Sick leave- Absence from work

Section 1. Definition

Sick leave is hereby defined as leave of absence from duty, with pay, granted to an employee by reason of such employee's own sickness or disability. Under no circumstances is sick leave to be construed as additional vacation due an employee; or an excuse for leave of absence with pay, for any other purpose. However, at the discretion of the department head, sick days may be used for serious illness of spouse, child, parent, grandchildren, and spouse's parents provided the employee submits the appropriate documentation which verifies the serious illness of said family members.

Sick leave shall be construed only as an insurance or a protection to the employee provided by the municipality against the employee's loss of income due to legitimate sickness or disability, provided that such employee has met certain conditions and has accumulated sufficient sick leave credits to cover the period of sickness or disability allowed or allowable for the calendar year.

Section 2. Accumulation

Each employee shall be allowed to accumulate sick leave credits at the rate of one and one-quarter working days for each month completed in service, provided, however that such employee has worked a minimum of twenty days or 160 hours within that month, and further provided, however, that no sick leave credits shall be authorized until the employee has completed six months continuous employment. These credits, together with any previous sick leave credits would then be usable on that date, shall become cumulative without limit. "Cumulative" is hereby construed to mean the accumulation of all unused sick leave credits for any number of years in which such credits were properly allowed.

The unit of computation of sick leave shall not be less than one half day. Credits cannot be earned for the period an employee is on leave of absence without pay. If an employee is out of work and on Workman's Compensation, the time spent on Workman's Compensation shall be included in computing entitlement to sick leave under Section 2 of this Article. For the calculation of sick leave credits, the time recorded on the payroll with the full rate of pay shall be considered as time "served" by the employee. Every sick leave is granted under the following terms and conditions:

- A. The employee must have sufficient accumulated and unused sick leave credits to cover the periods in question.
- B. In order to qualify for sick leave, proof of disability must be provided by the employee, satisfactory to the department head, the employee or his/her agent must report such sickness or disability the first working day of such absence no later than 30 minutes after the beginning of his/her scheduled tour of duty to his immediate supervisor.
- C. The department head may require a physician's certificate for any absence under the following circumstances:
 - 1. Where the employee has been previously warned of sick leave abuse within the last six months.
 - 2. Where the department head has reason to believe that the employee's absence did not meet the requirements of Section 1 of this Article.

Where the illness or disability is of long duration, a physician's certificate shall be required for each seven days of continuous absence. In any case, the department head may require an examination by the city physician or other acceptable evidence that the illness is bona fide.

The department head, in addition to the above, may require the employee to submit to an examination by the city physician, and the department head shall arrange such appointment. Whenever an employee has been on sick leave for thirty successive days, the department head must require that the employee be examined by the city physician before he/she returns to work, and in the event such employee shall fail to submit or refuse consent to such medical examination, he/she shall be deemed to have waived his/her rights under this Article.

In the event that the City physician should find that the employee is able to perform his/her regular duties, or to perform light duties, and the employee shall refuse to return to performance of his/her regular duties, or to perform such light duty if the same is available and offered to him/her, he/she shall be deemed to have waived his/her rights under this Article.

- D. Upon proper evidence of a bona fide illness, any employee shall be entitled to draw on his/her accumulated and unused sick leave credits.
- E. Where an employee received compensation under the Workman's Compensation Law on account of disability, he/she shall elect in writing whether he/she elects to have sick leave with pay during the period of disability for which he/she received compensation. Such writing shall be filed with the department head. In the event that he/she elects to take sick leave with pay during such disability, be paid the difference between what he/she received as compensation and his/her regular rate of pay. The time during which he/she is so paid shall be deducted from his/her accumulated sick leave time. All floating holidays, personal days, vacation days, and sick days reimbursed to an employee while off on Worker's Compensation shall be returned to the employee as sick leave days.
- F. An employee isolated or quarantined because of exposure to communicable disease, may, for the purpose of this regulation be considered absent because of sickness and may be granted sick leave with pay, during such isolation or quarantine, to the extent of his/her accumulated or unused sick leave time.
- G. Whenever an employee shall be absent on sick leave and the period for which he/she is absent includes a day or days upon which such employee was not scheduled to work, such day shall not be charged against his/her accumulated unused sick leave credits.
- H. Allowable and allowed sick leave time shall be considered for all purposes as continuous service.
- I. The head of each department shall maintain records of accumulated unused sick leave credits for each employee and a record of the total sick leave granted to each employee.
- J. When an employee provides a doctor slip for any period of absence from work, the absence verified by the doctor shall not be counted against the employee in determining if he/she is in violation of any work/attendance rules.

Section 3. Extended Sick Leave

An employee with five years continuous service with the City immediately prior to his/her application for benefits under this provision, shall be eligible for extended sick leave as follows:

- A. Such employee shall receive one week sick leave at $\frac{1}{2}$ pay for each year of consecutive service up to a maximum of 26 weeks at $\frac{1}{2}$ pay.

- B. Health insurance shall be provided by the City for the period of earned extended sick leave. The City may require proof of disability from two qualified physicians.
- C. Any employee who utilizes extended sick leave under this provision will earn the same benefits he/she would have earned while on regular sick leave.
- D. Frequency of certification of illness shall be set forth in Sick Leave provision of the contract.
- E. An employee shall be eligible for extended sick leave on only ONE occasion during his/her career, and may apply for extended sick leave only after exhausting all other accruals.
- F. No payment shall be made at retirement or at any other time for any unused earned extended sick leave.

Section 4. Sick Leave Incentive

An employee shall earn additional Personal Days for limited use of sick days as follows:

- 1. Zero sick days used in calendar year: 3 additional Personal Days earned
- 2. One or two sick days used in calendar year: 2 additional Personal Days earned
- 3. Three sick days used in calendar year: 1 additional Personal Day earned

Such personal days utilized shall be charged against an employee's accumulated sick leave credits, but shall not be charged as sick days used for purposes of computing entitlement to additional day hereunder.

Section 5. Leave due to death in the immediate family of an employee

Each employee shall be granted leave without loss of pay, sick leave, vacation or other benefits, on account of death in the employee's immediate family upon satisfactory evidence of such and at the discretion of the department head. The immediate family of an employee shall include brother, sister, child, spouse, grandfather, grandmother, father, mother, or person occupying the position of the parent of the employee or of his/her spouse. Leave period shall be for four days including the day of the funeral. Employees will be allowed the day of the funeral only in the case of death of brother-in-law or sister-in-law.

If the death of any individual covered by the death policy occurs while the employee is on vacation, the vacation time used for leave due to death will be rescheduled for the employee to be used at a later date.

Section 6. Leave for Dental or Medical Visits

Discretionary with the head of the department, occasionally required medical or dental visits may be allowed employees of the various city departments without loss of pay, sick leave, vacation or other benefits, except that each such absence in

excess of two hours shall be charged to earned sick leave credits on one half day units. Employees shall, upon request, provide documentation to verify such medical visits.

Section 7. Leave for Jury Service

On proof of the necessity to serve as a juror in any court of competent jurisdiction, leave of absence shall be granted with pay to any employee without loss of sick leave or vacation time.

The City shall deduct the fees received for jury duty from the employee's regular salary (but not mileage). If the employee is excused from jury duty, he/she shall return to his/her normal tour of duty.

Section 8. Leave for Civil Service Examination

Employees shall be allowed time, with pay, to take open competitive and promotional Civil Service examinations for City positions at the appropriate center.

Section 9. Personal Leave Days

On January 1 of each year, all employees shall be credited with 3 personal leave days per calendar year to conduct personal business upon satisfactory completion of their probationary period. Personal leave days shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on personal leave at the same time, the employee with the greater length of continuous service shall be given his/her choice.

Employee shall request in writing personal leave days at least 3 days in advance of date desired except in the case of an employee emergency. Employees shall be allowed to take personal leave days in half shifts. The department head shall acknowledge in writing all requests for personal leave days and shall acknowledge approval/disapproval within 24 hours after receipt of written request.

New hires will receive upon their respective hire date, personal days on a pro rata basis for their first calendar year of employment as follows:

Hired between January 1 and April 30: 3 Days; or

Hired between May 1 and August 31: 2 Days; or

Hired between September 1 and December 31: 1 Day.

Section 10. Leave Required by Law

Department heads shall grant any leave of absence with pay, required by law including military leave pursuant to Section 242 ff as amended.

Section 11. Leave without pay

Leave of absence without pay may be granted by the department head subject to approval by the Mayor to the employees in his/her department, under extenuating circumstances, but in no case shall any total continuous leave without pay exceed one year, without approval of the Common Council or the Municipal Civil Service Commission.

Section 12. Sick Leave buy-out upon retirement

The maximum number of sick days that can be bought back shall be capped at 300 days. Employees hired after the date of ratification of this agreement shall have the first 165 days applied toward retirement service credit under 41j. The remainder will be bought back by the City at 40% of the employee's rate of pay at time of retirement. Employees hired before date of ratification of this agreement shall be paid for all remaining sick days at 40% the rate of pay at time of retirement. The employee will have the right to receive payment at time of retirement, or to receive 50% at time of retirement and the remainder one year following retirement.

Article 12

Holidays

Holidays with pay at the regular rate shall be:

New Year's Day	Veteran's Day
Good Friday	Memorial Day
Thanksgiving Day	Fourth of July
Christmas Eve	Labor Day
Christmas Day	Martin Luther King Jr. Day

There shall be four floating holidays granted to all full-time employees on January 1 of every year honoring Columbus Day, George Washington, Abraham Lincoln, and Election Day.

New hires will be provided the following floating holidays for their first calendar year of employment effective the date of hire:

Hired between January 1 and June 30: 4 Days; or

Hired between July 1 and December 30: 2 Days.

Except when on approved sick leave, vacations or other authorized absence, the employee will be paid for the holiday only in the event that the employee has worked his/her last full scheduled day before and his/her full scheduled day after the holiday or the day celebrated as such even though in different work weeks.

Whenever any holiday listed above falls on a Saturday or Sunday, either the business day preceding or following the Saturday or Sunday will be designated by the Mayor, to be celebrated as a holiday.

1. Any employee electing to utilize his/her floating holiday must do so in writing one week in advance of the date desired.
2. The department head in his/her sole discretion may limit the number of employees in their department to a maximum of three employees off on any given day.
3. Floating holidays shall be granted on a first-come, first serve basis, and can be taken in whole or half-day segments.
4. The floating holiday should not be accumulated from one calendar year to the next with the exception of an employee's first year as explained above.

An employee who is required to work on any City-observed holiday, with exception of the floating holiday, shall be compensated pursuant to Article 15 below.

No one shall be paid holiday pay twice for the same holiday.

Article 13

Hospital and Medical Care Benefits

Section. 1 Coverage

The City shall provide group health, hospitalization, major medical insurance, and prescription drug coverage through various self-insured Point of Service plans administered by Blue Cross/Blue Shield of Western New York for all full-time and part-time employees covered by this agreement and their eligible dependents. All employees shall be eligible to receive health insurance benefits equivalent to the BlueCross/BlueShield Plans (Option 1: 298/298 plus Class 002; or Option 2: 298/298 plus Class 003; or Option 3: 298/298 plus Class 004) incorporated hereto in Appendix C. All covered employees shall be permitted the opportunity to switch their elected health insurance Option during the annual enrollment period. All covered employees hired on or before the date of ratification of this agreement shall be eligible to receive health insurance coverage for themselves and any eligible dependents at no cost to themselves. All employees hired after the date of ratification of this agreement shall contribute ten percent (10%) of the monthly premium equivalent. Part-time employees shall be responsible for fifty percent (50%) of the monthly premium equivalent. The group health, hospitalization, major medical insurance, and prescription drug coverage plans are attached hereto as Appendix C.

*Dependent refers to spouse, child, step-child.

Section 2. Administration of Medical and Prescription Plans

The City is authorized to change the third-party administrator (TPA) of its health insurance and prescription plans from Blue Cross/Blue Shield as long as there are no changes in benefits afforded to the employees and retirees. Any proposed change in the TPA shall take into account a disruption analysis related to participating providers and shall hold harmless employees and retirees that would be disrupted. The City agrees to include representatives of the Union in the proposal evaluation as well as the subsequent implementation of TPA change.

Section 3. Employee contributions/ Eligibility

Employee contributions for the health insurance premium shall be deducted in equal amounts from each bi-weekly paycheck. Coverage for new employees shall commence upon hire. Enrollment in health insurance plan shall take effect as described herein or during the open enrollment period held during the month of November of each year. The City shall make written notification to the President and Vice-President of AFSCME, at least ten (10) days prior to the open enrollment period. The City shall, upon request of the AFSCME President, arrange a presentation of health insurance benefits provided to AFSCME employees for the purpose of describing existing coverages and plans. The presentations shall not occur more than once per year, and shall be scheduled during work hours at City Hall.

Section 4. Health Reimbursement Account

- A. The employer shall provide an I.R.S. section 105 Health Reimbursement Account plan for employee contributions toward Health, Dental, Vision and other authorized and applicable health care related costs, and authorized and eligible day care expenses. The plan is administered by a TPA of the city's choice and conforms to I.R.S. regulations. For employees hired on or prior to the date of ratification of this agreement, the City will contribute \$800.00 for family coverage or \$400.00 for individual coverage to the employee's HRA account on or before the end of February of the plan year. The City shall not contribute to the HRA of employees hired after the date of ratification of this agreement.
- B. Any employees hired before the ratification of this agreement, that retire and qualify for Health Insurance Coverage upon Retirement pursuant to Section 5 below, shall be entitled to receive an annual contribution of \$500.00 into their HRA account on or before the end of February of the plan year. This HRA contribution shall terminate immediately upon the retiree qualifying for Medicare Part B. Any employees hired after the ratification of this agreement shall not qualify for an HRA contribution upon retirement.
- C. In the event an employee separates from service with the City, for any reason other than retirement, said employee shall be permitted to access any funds

in their respective HRA account as provided by Federal Law and IRS regulations.

Section 5. Health Insurance Coverage upon Retirement

- A. Employees hired before date of ratification of this agreement shall be eligible to continue health coverage for themselves and any eligible dependents in retirement at no cost to themselves, provided they have met the following requirements:
 - a. Completion of a minimum of twenty years of service, the last ten of which shall be continuous with the City of Lockport during which the employee was eligible to receive Health Insurance; and
 - b. The employee must be employed with the City at the time of Retirement; and
 - c. The employee must retire pursuant to New York State Retirement or Social Security Law and provide the City proof of the same.
- B. Employees hired after the date of ratification of this agreement, and that meet the requirements in subsection A above, shall be required to contribute ten percent (10%) of the applicable premium equivalent toward their health insurance coverage in retirement. Part-time employees that qualify for retirement health insurance pursuant to subsection A above shall be required to contribute fifty percent (50%) of the applicable premium equivalent toward their health insurance coverage in retirement.
- C. Employees who fail to meet the retirement requirements in subsection A above and must retire as a result of a job-related injury shall receive said medical insurance benefits not to exceed 5 years.
- D. The parties agree that retirees that are eligible to receive health insurance coverage upon retirement shall receive the same health insurance and prescription benefits and coverage as enjoyed at the time of their retirement from the City.
- E. If any employee separates from employment before reaching the minimum eligibility age for retirement, the City will not be responsible for the cost of medical insurance benefits until the employee reaches minimum age for retirement.
- F. All employees retiring pursuant to this agreement shall have the option of single or family coverage. All City of Lockport retirees shall be entitled to remain enrolled in the City of Lockport Health Insurance Plan enjoyed by the employee at the time of their retirement for the life of the retiree. The right of health insurance in retirement is a vested right, effective the date of retirement, provided that the employee meets the requirements to receive retirement health insurance.

Section 6. Medicare Part B

Upon qualification for Medicare Part B, all retirees regardless of their date of hire, and their eligible spouse or eligible dependents must enroll in Medicare Part B. The retiree shall provide the Medicare Part B required information to the City Payroll Office. All retirees hired after January 1, 2012, and their respective dependents, shall be responsible for all Medicare Part B premiums, copays and/or deductibles.

Any reimbursements made by the City shall be paid to the retiree by check or direct deposit within thirty days after receiving proof of the retiree's Medicare Part B premium paid. Proof of payment shall include, but not be limited to, social security payment notice showing the Medicare Part B deduction, or proof of paid invoice. The retiree may elect to be reimbursed monthly or annually by the City.

Section 7. Surviving Dependents

The surviving spouse or eligible dependents of a retiree under this agreement may continue to participate in the health insurance and prescription coverage. The surviving spouse or eligible dependents shall be responsible for the entire cost of said monthly premium equivalent and shall make said monthly payment as directed by the City.

Section 8. In Lieu Of

The City will permit an employee or eligible retiree that does not avail themselves of the health insurance and prescription coverage provided herein to receive a lumpsum payment of \$1,800.00 per year for not accepting said insurance coverage. Said lumpsum payment shall be made to the employee or eligible retiree on the first pay date in December and shall be pro-rated if applicable. In order to receive the health insurance and prescription coverage buy out, the employee shall provide proof to the City that they have medical insurance from another source. The employee or retiree shall not be entitled to receive the "in lieu of" payment upon enrollment in Medicare Part B.

Any employee or retiree that had opted out of the Hospital and Medical Care Benefits herein may opt in to receive said Benefits at any time. The employee or retiree shall repay to the City any prorated prepaid "In Lieu Of" payment.

Article 14

Retirement Benefit

The City presently participates in the New York State Employees' Retirement System with all rights and benefits provided by the Career Retirement Plan under

Section 75i and 14b of the Retirement and Social Security Law. All permanent, full-time employees are enrolled in the New York State and Local Retirement System. In addition, the City will provide Section 41j which allows for the application of unused sick leave accruals towards additional service credit upon retirement.

Article 15

Work week of employees of the Department of Public Works

The work week shall consist of forty hours of five, eight hour days.

Overtime at the rate of time and one-half shall be paid to all hourly employees for all hours worked in excess of forty hours in a week or eight hours in any work day, and for all hours worked on Saturday or Sunday (excluding continuous operations) and for all holidays worked. All holidays, vacation, and personal time shall be considered as time worked in computation of overtime.

Employees of the Public Works Department called back after completing their work day shall be guaranteed a minimum of two hours of pay or four hours of work.

Each employee will be entitled to a fifteen minute rest period during each four hour work period, scheduled by the supervisor. In case an employee reports for work at his/her regular shift and is sent home for lack of work, he/she shall be paid for four hours at the rate to which he/she would be entitled for his/her shift unless notified in advance.

All employees shall be paid bi-weekly.

All records establishing entitlement to overtime, premium pay or pay for out-of-grade work shall be maintained and certified by the head of the department as to their accuracy.

Article 16

Extra work and equalization

Overtime shall be offered on a rotating basis for full time employees engaged in similar work within a department as far as practical. Records concerning overtime hours will be available to employees in the department in such manner that the employees involved may check their standing.

Non bargaining unit employees and regular part time employees may work a cumulative hour of overtime in any one day, beyond one cumulative hour of overtime in any one day overtime opportunities must be offered to full time bargaining unit employees in the affected department first.

Article 17

Safety and health

All parties to this Agreement hold themselves responsible for the mutual, cooperative enforcement of safety rules and regulations.

Safety glasses will be made available to all employees when the nature of the work necessitates safety glasses. Safety equipment issued by the City must be worn when so instructed or the employee shall not be allowed to work.

Should an employee complain that his/her work requires him/her to be in a situation in violation of acceptable safety rules, the matter shall be adjusted immediately by representatives of the City. If the matter is not adjusted satisfactorily, the grievance may be processed according to Article 8.

The parties to this Agreement shall establish a joint safety committee consisting of three representatives of the Union, one each from the Water Department, Highways and Parks Department, and Wastewater Treatment Department; two representatives of supervisory personnel and one member of the Common Council, for the purpose of promulgating a written safety code. All parties agree to enforce such a code. In case of continued violation of safety rules by an employee after two written warnings, the employee may be dismissed without rights under Article 7 of this Agreement.

The City will issue one set of outside clothing (which shall consist of boots, rain gear, and gloves) to all employees who predominately work out-of-doors. If an employee requires replacement clothing, he/she must return issued items for replacements. Failure to return issued clothing shall result in employee being charged replacement cost. Upon termination of employment, the outdoor clothing must be returned to the City. The department head shall determine which employees shall be issued clothing as stated above. Also, cleaning service would be provided for the auto mechanics. Cleaning service is defined as issuance of coveralls through a cleaning service company.

Article 18

Wage Rates

Current employees will be placed in the step that at least meets their current rate of pay. In no event shall an employee's regular rate of pay be less than that currently afforded under the previous step system.

Section 1.

In lieu of wage increases for years 2013-2020 the City agrees to pay all current members employed on the date of ratification of this agreement a lump sum one-time stipend in the amount of \$3,000.00 payable within thirty days of ratification.

An eleven grade, eight step wage plan has been adopted for the duration of this agreement as set forth in the attached Appendix B. The wages reflect an increase of

2.5% effective January 1, 2022 (above the 2012 rates); a 2.5% increase effective January 1, 2023 (above the 2022 rates); a 2% increase effective January 1, 2024 (above the 2023 rates); a 2% increase effective January 1, 2025 (above the 2024 rates); and a 2% increase effective January 1, 2026 (above the 2025 rates).

Section 2. Title Classification

An employee who is promoted shall be placed at the minimum of the new grade unless the current hourly rate is above the minimum, in which case, they will be placed in the Step that provides at least a 3% increase compared to their previous base wage. No one shall exceed the top of the range for the new grade.

Section 3. Longevity

An annual longevity payment will be paid to all full-time employees covered by this agreement at the following rates on the first pay period each January:

5-9 years of continuous service	\$550
10-14 years of continuous service	\$700
15-19 years of continuous service	\$850
20-24 years of continuous service	\$1000
25-29 years of continuous service	\$1150
30+ years of continuous service	\$1300

Section 4. Shift Differential

Any unit employee working the 4:00 p.m. to 12:00 a.m. shift or the 12:00 a.m. to 8:00 a.m. shift shall be paid an hourly shift differential in addition to their wages as follows:

4:00 p.m. to 12:00 a.m. 10% of hourly base pay (3rd shift) 12:00 a.m. to 8:00 a.m. 15% of hourly base pay (1st shift).

Any unit employee working the Saturday and Sunday day shift as part of a regular 40 hour work shift shall be paid a shift differential of 10% of their hourly base pay.

The base pay rate for determining overtime worked on the 1st 2nd and 3rd shift shall include the appropriate shift differential.

Article 19. Miscellaneous Provisions

Section 1. Out of grade pay

When an hourly employee is required to work in a higher classification than that in which he/she is regularly employed, said employee shall be compensated at

the salary established for that job and their current step or at their regular rate of pay, whichever is higher. Said compensation shall be effective with the first day of work in such classification in which the employee works in such higher classification for at least two hours in any one day. The City shall make the assignment from among the qualified permanent full-time employees in the department.

Section 2. Bulletin Boards

Announcements in addition to the posting of the semi-annual seniority list and posting of job vacancies shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement may use the bulletin boards for notices of routine nature; agree that it would be improper to post denunciatory, political, or inflammatory written material on such bulletin boards. There shall be an automatic exchange of copies of all materials posted by either party.

Section 3. Violation of Law

Should any provision of this Agreement be found to be in violation of Federal, State, or Local law or ordinance by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 4. Discrimination

The parties to this Agreement agree that they shall not discriminate against any person because of political affiliation, race, creed, or color and that such persons shall receive the full protection of the provisions of this Agreement.

Section 5. International Representatives

The City agrees to permit international representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO District Council 66, or representatives of Local 855 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representative that they do not interfere with the performance of duties assigned to the employees and after obtaining permission from the department head.

Section 6. Work Stoppages

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

The Union agrees that they will abide by the provisions against strike as provided by section 207 (b) and section 210, paragraph 1 of the Civil Service Law of the State of New York as amended, or as the Taylor Law may be amended from time to time with regard to provisions relating to strikes.

It affirms that it does not assert the right to strike against the City of Lockport, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike, and the Union shall not engage in a strike and it shall not cause, instigate, encourage, or condone a strike by its members.

Section 7. Collective Bargaining

The City will grant paid time off for up to two Union officials to conduct collective bargaining negotiations.

Section 8. Complete Agreement

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective negotiations. Any prior commitment or agreement between the Employer and the Union or any individual employee covered by this Agreement is hereby superseded.

Section 9. Working Days Defined

For purpose of this Agreement all references to "working days" shall be construed to mean Monday through Friday, excluding holidays.

Section 10. Notifications of Job Specifications

The City shall notify the Union in writing of all changes in job specifications or requirements.

Section 11. Clothing

Effective on date of ratification of this agreement, the City shall provide for each active full time bargaining unit employee on the City payroll an annual \$625 clothing allowance every July.

Section 12. Labor-Management Committee

The parties agree to form a Labor-Management Committee to discuss those issues which are of mutual interest and concern. Said committee shall consist of no

more than eight participants, (four members from each side). Either side may call for a meeting by submitting an Agenda seven days prior to meeting date to members of the Labor-Management Committee.

Section 13. Contracting Out

The Employer agrees not to contract or sub-contract out any work, duties, or tasks performed by employees covered by this Agreement; nor shall the Employer cause the layoff or displacement of employees covered by this agreement through any means of contracting out (including utilization of any state/local sponsored program, such as workfare/work release).

Section 14. Payment of Accruals

Upon the death of an employee, their estate will be paid in full for all unused vacation days, personal days, floating days, and sick days.

Section 15. Tool Allowance-Public Works Mechanics

The City will provide a yearly tool allowance for Public Works Mechanics in the amount of \$700 to be paid in January of each year.

Money must be spent on tool replacement or purchase by Public-Works Mechanics. Receipts must be provided in order to receive payment.

Section 16. Licensing/Certification

Employees that obtain a higher operational license than is required for their position will receive an annual stipend as follows provided that said employee agrees that the city will be afforded services under these licenses when requested:

Class D	\$1000
Class 1A (Water)	\$2000
Class 3 (Wastewater)	\$1500
Class 4 (Wastewater)	\$2000

The above stipends shall be paid as follows: half shall be paid in the first payroll period in June and the remaining half shall be paid in the first payroll period in December of each year that the employee agrees to provide services to the city to utilize these licenses.

Any employee that refuses to permit the City to utilize any of the four operational licenses listed above shall not be entitled to receive the stipend.

All positions requiring NYS certification and/or licensing, the City of Lockport will provide funding for the following:

- A. Mileage to and from the certification class at the IRS standard rate, unless a city vehicle is made available; and
- B. Compensation for employees undergoing certification training during non-scheduled works hours at a rate of time and one half and compensation during regular scheduled work hours at the rate of pay; and
- C. Cost of training seminars for each employee attending.

Any employee who obtains an operational license at the cost of the City shall afford services under said license to the City when requested.

Section 17. CDL Licensing

All employees who are required to possess and maintain a commercial driver's license within the State of New York shall, upon providing the City with proof of current CDL, be reimbursed for the difference between a regular non-commercial driver's license and CDL.

Section 18. Employee Drug and Alcohol Testing Upon Reasonable Suspicion for AFSCME Local 855 Members

In accordance with the collective bargaining agreement between the City of Lockport (hereafter the City) and Local 855, The International Union, AFSCME, AFL-CIO, District Council 66, (hereafter AFSCME), the City may require an employee covered under the AFSCME contract to undergo testing for the presence of alcohol or illegal drugs upon reasonable suspicion that the employee is under the influence of such drugs and/or alcohol while on duty. In the case of alcohol testing, all testing will be done by breath testing. In the case of illegal drug testing, all testing shall be done by urinalysis. Only laboratories which are certified by the U.S. Department of Health and Human Services under National Laboratory Certification Program (NLCP) to participate in the U.S. Department of Transportation drug testing program pursuant to 49 CFR Part 40 shall be used to administer breath tests or perform urinalysis under this agreement.

The use of illegal or controlled substances and alcohol by an employee adversely affects the mission of the City impairs the efficiency of the workforce, endangers the lives and security of employees and undermines public trust.

The City fully supports the Employees Assistance Program (hereafter EAP) and encourages employees who are using illegal substances and alcohol to seek the confidential services of the EAP at the workplace. Information regarding the use of illegal controlled substances and alcohol revealed to EAP representatives by an employee cannot be used against the employee for any purpose.

Reasonable Suspicion Training

1. Determination of reasonable suspicion: The person designated to confirm whether reasonable suspicion exists to require a covered employee to undergo drug and alcohol testing must be a non (AFSCME) bargaining unit supervisor or administrator. The behavior giving rise to reasonable suspicion shall be a recognized symptom of impairment, due to alcohol or a controlled substance.
2. Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo drug and alcohol testing shall receive formal training. Such training must be completed before the supervisor can require an employee to undergo a test.
3. Right to Representation: When a decision is made to test, the employee shall be advised that the employee can consult with an AFSCME Union representative who has received the formal training referred to in Section 2 above, as long as the AFSCME union representative can respond without undue delay. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting a trained AFSCME Union representative.
4. All time spent administering a controlled substance and alcohol test, stemming from reasonable suspicion, will be paid at the employee's regular rate of pay or at his/her overtime rate, if applicable and will include travel time.
5. Any employee who is not allowed to return to work while awaiting test results arising out of a reasonable suspicion may use any accumulated paid leave benefits as noted in the current collective bargaining agreement during the waiting period for time lost and will be reimbursed for the time lost should the test results be negative.
6. If the employee requests the split specimen be tested by a certified laboratory of his/her choice, the employee is responsible for the cost of such test. However, if the results of the second test show the initial test results were a false positive, the City shall assume the cost of the second test and employee shall be reimbursed for any lost wages.

Application

1. In determining whether to order a test in a particular case, in the City must balance said employee's right to privacy from unreasonable intrusions against the City's interest in assuring the integrity of the employee.
2. The order must be justified by a reasonable suspicion that the covered employee has reported to work under the influence of illegal controlled substance or alcohol.
3. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application; vague unparticularized, unspecified, or rudimentary hunches or intuitive feelings do not meet the standard.

4. Reasonable suspicion may be based upon, among other matters, observable phenomena such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances or alcohol such as slurred speech, disorientation, a pattern of abnormal conduct or erratic behavior.
5. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from these facts.
6. The City will not test solely on information or anonymous sources unless the information is corroborated by reliable and credible sources or objective evidence.
7. The employee will sign a consent form designating the Mayor or his/her designee as the person or persons to whom information shall be released by the Medical Review Officer (MRO).
8. The MRO is a licensed physician (medical doctor or doctor of osteopathy) and is responsible for receiving laboratory results generated by an employer's drug testing program. The MRO shall have knowledge of substance abuse disorders, and have appropriate medical training to interpret and evaluate an individual's confirmed positive test results, together with his/her medical history and any other relevant biomedical information.

Procedure

1. Whenever trained supervisors reasonably suspect, based on their own observations, that an employee covered by the AFSCME contract has reported to work in an impaired condition due to the use of alcohol or an illegal controlled substance, such information should immediately be communicated to the Director of Utilities, The Superintendent of Highways and Parks, Parks and Refuse, the Director of Engineering, the Mayor or their designees in such a manner as to protect confidentiality and the privacy of the employee. However, this reporting requirement does not affect the process of directing a covered employee to submit to a drug or alcohol test, which should proceed without delay.
2. A covered employee of the City of Lockport ordered to submit to testing shall be advised that he/she has a right to consult with an AFSCME Union representative who has received the formal training referred to in paragraph 2 above without delaying the process in excess of 60 minutes. Reasonable efforts to assist the employee in contacting a trained Union representative shall be made.
3. Throughout all aspects of these procedures, including transportation and the actual obtaining of the sample, the employer will assure the dignity and privacy of the employee. Every effort shall be made to avoid public

attention and these procedures shall be carried out as discreetly as possible.

4. Collection, testing, and medical review shall be in conformance with Federal Highway Administration (hereafter FHWA) protocols for "Commercial Drivers Licensed (CDL) drivers.
5. If the results of the initial and/or confirming tests are negative, the request for testing, the finding of reasonable suspicion, as well as the result of said test will not be kept. If both confirming tests are positive, or if the first test is positive and the employee waives his/her right to request a second confirming test, the employee may be disciplined by the Director of Utilities, The Superintendent of Highways, Parks and Refuse, the Director of Engineering, the Mayor or their designees, provided such discipline is appropriate under the AFSCME contract, law, rule and regulation.

General Provisions

1. An employee's refusal to submit to ordered testing or his/her refusal to cooperate in any legal aspect of testing procedures shall be communicated to the Director of Utilities, The Superintendent of Highways, Parks and Refuse, the Director of Engineering, the Mayor or their designees and may subject the employee to disciplinary action as appropriate under the AFSCME contract and law, rule, or regulation.
2. At the conclusion of the testing procedures, the employee may be disciplined independent of the test results, only if the facts, standing alone would normally justify such action and constitute a basis under the AFSCME contract and law. In a case where an employee is judged to be too impaired to continue to work, he/she is to be assisted with making arrangements for transport home. The employee is to be strongly encouraged not to drive. If the employee insists on driving, the Director of Utilities, The Superintendent of Highways, Parks and Refuse, the Director of Engineering, the Mayor or their designees, or other appropriate authority should be immediately notified.
3. When written reports of the laboratory tests are received by the Director of Utilities, The Superintendent of Highways, Parks and Refuse, the Director of Engineering, the Mayor or their designees, a copy shall be forwarded to the employee who was tested. If the results are positive, the MRO informs the employee of the results and the designees or the employer shall also be notified.
4. Each test ordered shall be reviewed to ensure compliance with FHWA provisions.
5. Where any provision of this memorandum of agreement is determined to be in conflict with the AFSCME collective bargaining agreement or law, statute, rule or regulation, including civil service law, said collective bargaining agreement, law, statute, rule or regulation will control. It is not the intent of this Memorandum of Agreement to abridge any rights an

- employee may have under applicable collective bargaining agreements, laws, statutes, or rules or regulations.
6. Records concerning positive results will be kept separate from Civil Service files in a locked file cabinet in the Civil Service Office (Confidentiality CFR Title 4).
 7. If, as a result of the investigation, the City determines the existence of just cause discipline, such discipline may be imposed consistent with the provisions of the collective bargaining agreement.
 8. An employee whose test is confirmed positive will have an opportunity to seek appropriate counseling or treatment.
 9. An employee who claims to have been tested under this Memorandum of Agreement without reasonable suspicion can assert such a claim as a defense in any disciplinary proceeding brought against him/her. Nothing in this Memorandum of Agreement shall be construed to deprive an employee of any other appropriate defenses or arguments in Arbitration and/or any other course of action available to the employee.
 10. Defamation, Invasion of Privacy, Confidentiality and Constitutional Concerns: an Employer who engages in drug testing may also be subject to claims by employees in another forum for defamation, invasion of privacy and violation of constitutional rights. If an employer were to disclose the results of an employee' drug and/or alcohol test which were later proven to be inaccurate; and the employee can establish that the employer acted in a reckless manner or in a manner with intent to damage the employee, that employer could be subject to a claim for defamation. Employees may also raise claims based on their constitutional rights, including invasion of privacy, unlawful search or seizure or denial of due process depending on the manner in which testing is conducted and the circumstances of the case. *The union does not hold itself out to provide legal representation in the aforementioned course of action.
Note: The union does not hold itself out to provide legal representation in the aforementioned course of action.
 11. This Memorandum of Agreement shall be effective as of the date of its execution by the parties.

Section 18. Sick Bank Policy

- A. Purpose and Intent.
The purpose of this Article is to enable members to donate paid leave time to other members who are confronted with a personal or family emergency.
- B. Donations.
A member may donate accrued vacation, compensatory, floating holiday, personal, or sick leave hours to the "Sick Bank" by completing and signing

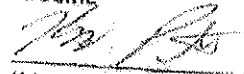
- a "Donation to the Sick Bank Pool" form available in the Personnel/Civil Service Office.
- C. Administration.
The Personnel/Civil Service Office shall keep track of the total hours available in the pool.
- D. Oversight Committee.
The Union shall appoint a Committee to administer the Union's "Sick Bank" and shall develop the rules for the administration and usage of said "Sick Bank" as approved by the membership.
- E. Use of Pool.
In conformance with the rules, the Personnel Officer is authorized to permit the use of hours in the pool by any current member of the Union whose request to the Oversight Committee is approved. All decisions by the Oversight Committee shall be final and binding and will not be grievable or arbitrable.
- F. Inter-Union Use.
The AFSCME Oversight Committee may choose to utilize a portion of the Union's "Sick Bank" for the benefit of another City bargaining unit. The benefitting bargaining unit must repay the utilized paid time off to the lending "Sick Bank" within one (1) year.

Section 19. Resolution of Outstanding Grievances and Improper Practices

The parties agree that this Agreement resolves all pending grievances, improper practices and actions in PERB. The parties agree to formally withdraw any pending actions in PERB upon ratification of this agreement. The parties further acknowledge and agree that as of the date of ratification of this agreement, there are no outstanding grievances or improper practices.

AFSCME

By:



Kris Pratt, President

By:

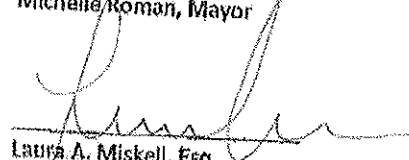

Edward McDonald

City of Lockport

By:


Michelle Roman, Mayor

By:


Laura A. Miskell, Esq.
Corporation Counsel

APPENDIX A. AFSCME APPLICABLE POSITIONS

GRADE 1	Building Maintenance Worker	Cleaner	-	-
GRADE 2	Laborer	WWTP/WTP Attendant	-	-
GRADE 3	Municipal Worker	Mechanics Assistant	Motor Vehicle Operator	Water Maintenance Worker
GRADE 4	Meter Reader	Building Maintenance Mechanic	WWTP/WTP Operator Trainee	-
GRADE 5	Sewer Maintenance Worker	Compost Worker	-	-
GRADE 6	Park Maintainer	Sign Maintenance Worker	Motor Equipment Operator	-
GRADE 7	Water Meter Service Worker	-	-	-
GRADE 8	Heavy Equipment Operator	Tree Trimmer	-	-
GRADE 9	WWTP/WTP Mechanic	Lab Technician	WWTP Ind Prtmnt Tech	Sr. Water Maintenance Worker
GRADE 10	WWTP/WTP Operator	Sr. Lab Technician	Tree Crew Leader	-
GRADE 11	Mechanic	Sr. WWTP/WTP Operator	WWTP/WTP Instr. Technician	-

APPENDIX B. AFSCME WAGE PLAN

2021	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	15.4115	15.9076	16.4037	16.8999	17.3959	17.9265	18.4688	18.9879
Gr. 2	15.7346	16.2422	16.7498	17.2574	17.7766	18.2842	18.8495	19.3917
Gr. 3	15.8269	16.4268	17.0267	17.6266	18.1458	18.7110	19.2764	19.8185
Gr. 4	16.1498	16.7613	17.3728	17.9843	18.5380	19.1033	19.6686	20.2224
Gr. 5	16.5769	17.1422	17.7074	18.2726	18.8956	19.4955	20.1070	20.7184
Gr. 6	16.8651	17.4535	18.0419	18.6303	19.2648	19.8647	20.4992	21.1337
Gr. 7	17.5111	18.0072	18.5034	18.9995	19.6225	20.2569	20.9145	21.5606
Gr. 8	17.5689	18.0650	18.7110	19.3571	19.9570	20.6491	21.3299	21.9874
Gr. 9	17.9558	18.6019	19.3153	19.9613	20.5612	21.2534	21.9341	22.5917
Gr. 10	18.4927	19.1388	19.9196	20.5656	21.1655	21.8577	22.5384	23.1959
Gr. 11	19.2317	19.8777	20.5238	21.1698	21.7697	22.4619	23.4126	23.8001

2.50%

2022	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	15.7968	16.3053	16.8138	17.3224	17.8308	18.3747	18.9305	19.4626
Gr. 2	16.1280	16.6483	17.1685	17.6888	18.2210	18.7413	19.3207	19.8765
Gr. 3	16.2226	16.8375	17.4524	18.0673	18.5994	19.1788	19.7583	20.3140
Gr. 4	16.5535	17.1803	17.8071	18.4339	19.0015	19.5809	20.1603	20.7280
Gr. 5	16.9913	17.5708	18.1501	18.7294	19.3680	19.9829	20.6097	21.2364
Gr. 6	17.2867	17.8898	18.4929	19.0961	19.7464	20.3613	21.0117	21.6620
Gr. 7	17.9489	18.4574	18.9660	19.4745	20.1131	20.7633	21.4374	22.0996
Gr. 8	18.0081	18.5166	19.1788	19.8410	20.4559	21.1653	21.8631	22.5371
Gr. 9	18.4047	19.0669	19.7982	20.4603	21.0752	21.7847	22.4825	23.1565
Gr. 10	18.9550	19.6173	20.4176	21.0797	21.6946	22.4041	23.1019	23.7758
Gr. 11	19.7125	20.3746	21.0369	21.6990	22.3139	23.0234	23.9979	24.3951

2.50%

2023	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	16.1917	16.7129	17.2341	17.7555	18.2766	18.8340	19.4038	19.9492
Gr. 2	16.5312	17.0645	17.5978	18.1311	18.6765	19.2098	19.8038	20.3734
Gr. 3	16.6281	17.2584	17.8887	18.5189	19.0644	19.6582	20.2523	20.8218
Gr. 4	16.9674	17.6098	18.2523	18.8948	19.4765	20.0704	20.6643	21.2462
Gr. 5	17.4161	18.0100	18.6038	19.1977	19.8522	20.4825	21.1249	21.7673
Gr. 6	17.7189	18.3371	18.9553	19.5735	20.2401	20.8704	21.5370	22.2036
Gr. 7	18.3976	18.9188	19.4401	19.9613	20.6159	21.2824	21.9733	22.6521
Gr. 8	18.4583	18.9795	19.6582	20.3371	20.9673	21.6945	22.4097	23.1005
Gr. 9	18.8648	19.5436	20.2931	20.9718	21.6021	22.3294	23.0445	23.7354
Gr. 10	19.4289	20.1077	20.9280	21.6067	22.2370	22.9642	23.6794	24.3702
Gr. 11	20.2053	20.8840	21.5628	22.2415	22.8718	23.5990	24.5979	25.0050

2.00%

2024	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	16.5155	17.0472	17.5788	18.1106	18.6421	19.2107	19.7919	20.3481
Gr. 2	16.8618	17.4058	17.9497	18.4937	19.0501	19.5940	20.1998	20.7809
Gr. 3	16.9607	17.6036	18.2465	18.8893	19.4457	20.0514	20.6573	21.2382
Gr. 4	17.3067	17.9620	18.6173	19.2727	19.8660	20.4718	21.0776	21.6711
Gr. 5	17.7644	18.3702	18.9759	19.5816	20.2492	20.8921	21.5474	22.2026
Gr. 6	18.0733	18.7038	19.3344	19.9649	20.6449	21.2878	21.9677	22.6477
Gr. 7	18.7656	19.2972	19.8289	20.3606	21.0282	21.7081	22.4128	23.1051
Gr. 8	18.8275	19.3591	20.0514	20.7438	21.3867	22.1283	22.8579	23.5625
Gr. 9	19.2421	19.9345	20.6990	21.3913	22.0342	22.7759	23.5054	24.2101
Gr. 10	19.8175	20.5099	21.3466	22.0389	22.6817	23.4235	24.1530	24.8576
Gr. 11	20.6094	21.3017	21.9941	22.6864	23.3292	24.0710	25.0898	25.5051

2.00%

2025	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	16.8459	17.3881	17.9304	18.4728	19.0149	19.5949	20.1877	20.7551
Gr. 2	17.1990	17.7539	18.3087	18.8636	19.4311	19.9859	20.6038	21.1965
Gr. 3	17.2999	17.9556	18.6114	19.2671	19.8346	20.4524	21.0705	21.6630
Gr. 4	17.6529	18.3213	18.9897	19.6581	20.2633	20.8812	21.4992	22.1045
Gr. 5	18.1197	18.7376	19.3554	19.9732	20.6542	21.3100	21.9784	22.6467
Gr. 6	18.4347	19.0779	19.7211	20.3642	21.0578	21.7135	22.4071	23.1006
Gr. 7	19.1409	19.6831	20.2255	20.7678	21.4488	22.1422	22.8610	23.5673
Gr. 8	19.2040	19.7463	20.4524	21.1587	21.8144	22.5709	23.3151	24.0338
Gr. 9	19.6270	20.3332	21.1130	21.8191	22.4748	23.2315	23.9755	24.6943
Gr. 10	20.2138	20.9201	21.7735	22.4796	23.1354	23.8920	24.6361	25.3547
Gr. 11	21.0216	21.7277	22.4340	23.1401	23.7958	24.5524	25.5916	26.0152

2.00%

2026	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	17.1828	17.7359	18.2890	18.8422	19.3952	19.9868	20.5914	21.1702
Gr. 2	17.5430	18.1089	18.6749	19.2408	19.8197	20.3856	21.0159	21.6204
Gr. 3	17.6459	18.3148	18.9836	19.6525	20.2313	20.8615	21.4919	22.0963
Gr. 4	18.0059	18.6877	19.3695	20.0513	20.6686	21.2989	21.9291	22.5466
Gr. 5	18.4821	19.1124	19.7425	20.3727	21.0673	21.7362	22.4179	23.0996
Gr. 6	18.8034	19.4595	20.1155	20.7715	21.4789	22.1478	22.8552	23.5626
Gr. 7	19.5237	20.0768	20.6300	21.1831	21.8777	22.5851	23.3182	24.0386
Gr. 8	19.5881	20.1412	20.8615	21.5818	22.2507	23.0223	23.7814	24.5144
Gr. 9	20.0195	20.7398	21.5352	22.2555	22.9243	23.6961	24.4550	25.1882
Gr. 10	20.6181	21.3385	22.2090	22.9292	23.5981	24.3698	25.1288	25.8618
Gr. 11	21.4420	22.1623	22.8826	23.6029	24.2717	25.0435	26.1034	26.5355

APPENDIX B. AFSCME WAGE PLAN

2021	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	15.4115	15.9076	16.4037	16.8999	17.3959	17.9265	18.4688	18.9879
Gr. 2	15.7346	16.2422	16.7498	17.2574	17.7766	18.2842	18.8495	19.3917
Gr. 3	15.8269	16.4268	17.0267	17.6266	18.1458	18.7110	19.2764	19.8185
Gr. 4	16.1498	16.7613	17.3728	17.9843	18.5380	19.1033	19.6686	20.2224
Gr. 5	16.5769	17.1422	17.7074	18.2726	18.8956	19.4955	20.1070	20.7184
Gr. 6	16.8651	17.4535	18.0419	18.6303	19.2648	19.8647	20.4992	21.1337
Gr. 7	17.5111	18.0072	18.5034	18.9995	19.6225	20.2569	20.9145	21.5606
Gr. 8	17.5689	18.0650	18.7110	19.3571	19.9570	20.6491	21.3299	21.9874
Gr. 9	17.9558	18.6019	19.3153	19.9613	20.5612	21.2534	21.9341	22.5917
Gr. 10	18.4927	19.1388	19.9196	20.5656	21.1655	21.8577	22.5384	23.1959
Gr. 11	19.2317	19.8777	20.5238	21.1698	21.7697	22.4619	23.4126	23.8001

2.50%

2022	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	15.7968	16.3053	16.8138	17.3224	17.8308	18.3747	18.9305	19.4626
Gr. 2	16.1280	16.6483	17.1685	17.6888	18.2210	18.7413	19.3207	19.8765
Gr. 3	16.2226	16.8375	17.4524	18.0673	18.5994	19.1788	19.7583	20.3140
Gr. 4	16.5535	17.1803	17.8071	18.4339	19.0015	19.5809	20.1603	20.7280
Gr. 5	16.9913	17.5708	18.1501	18.7294	19.3680	19.9829	20.6097	21.2364
Gr. 6	17.2867	17.8898	18.4929	19.0961	19.7464	20.3613	21.0117	21.6620
Gr. 7	17.9489	18.4574	18.9660	19.4745	20.1131	20.7633	21.4374	22.0996
Gr. 8	18.0081	18.5166	19.1788	19.8410	20.4559	21.1653	21.8631	22.5371
Gr. 9	18.4047	19.0669	19.7982	20.4603	21.0752	21.7847	22.4825	23.1565
Gr. 10	18.9550	19.6173	20.4176	21.0797	21.6946	22.4041	23.1019	23.7758
Gr. 11	19.7125	20.3746	21.0369	21.6990	22.3139	23.0234	23.9979	24.3951

2.50%

2023	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	16.1917	16.7129	17.2341	17.7555	18.2766	18.8340	19.4038	19.9492
Gr. 2	16.5312	17.0645	17.5978	18.1311	18.6765	19.2098	19.8038	20.3734
Gr. 3	16.6281	17.2584	17.8887	18.5189	19.0644	19.6582	20.2523	20.8218
Gr. 4	16.9674	17.6098	18.2523	18.8948	19.4765	20.0704	20.6643	21.2462
Gr. 5	17.4161	18.0100	18.6038	19.1977	19.8522	20.4825	21.1249	21.7673
Gr. 6	17.7189	18.3371	18.9553	19.5735	20.2401	20.8704	21.5370	22.2036
Gr. 7	18.3976	18.9188	19.4401	19.9613	20.6159	21.2824	21.9733	22.6521
Gr. 8	18.4583	18.9795	19.6582	20.3371	20.9673	21.6945	22.4097	23.1005
Gr. 9	18.8648	19.5436	20.2931	20.9718	21.6021	22.3294	23.0445	23.7354
Gr. 10	19.4289	20.1077	20.9280	21.6067	22.2370	22.9642	23.6794	24.3702

Gr. 11	20.2053	20.8840	21.5628	22.2415	22.8718	23.5990	24.5979	25.0050
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2.00%

2024	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	16.5155	17.0472	17.5788	18.1106	18.6421	19.2107	19.7919	20.3481
Gr. 2	16.8618	17.4058	17.9497	18.4937	19.0501	19.5940	20.1998	20.7809
Gr. 3	16.9607	17.6036	18.2465	18.8893	19.4457	20.0514	20.6573	21.2382
Gr. 4	17.3067	17.9620	18.6173	19.2727	19.8660	20.4718	21.0776	21.6711
Gr. 5	17.7644	18.3702	18.9759	19.5816	20.2492	20.8921	21.5474	22.2026
Gr. 6	18.0733	18.7038	19.3344	19.9649	20.6449	21.2878	21.9677	22.6477
Gr. 7	18.7656	19.2972	19.8289	20.3606	21.0282	21.7081	22.4128	23.1051
Gr. 8	18.8275	19.3591	20.0514	20.7438	21.3867	22.1283	22.8579	23.5625
Gr. 9	19.2421	19.9345	20.6990	21.3913	22.0342	22.7759	23.5054	24.2101
Gr. 10	19.8175	20.5099	21.3466	22.0389	22.6817	23.4235	24.1530	24.8576
Gr. 11	20.6094	21.3017	21.9941	22.6864	23.3292	24.0710	25.0898	25.5051

2.00%

2025	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	16.8459	17.3881	17.9304	18.4728	19.0149	19.5949	20.1877	20.7551
Gr. 2	17.1990	17.7539	18.3087	18.8636	19.4311	19.9859	20.6038	21.1965
Gr. 3	17.2999	17.9556	18.6114	19.2671	19.8346	20.4524	21.0705	21.6630
Gr. 4	17.6529	18.3213	18.9897	19.6581	20.2633	20.8812	21.4992	22.1045
Gr. 5	18.1197	18.7376	19.3554	19.9732	20.6542	21.3100	21.9784	22.6467
Gr. 6	18.4347	19.0779	19.7211	20.3642	21.0578	21.7135	22.4071	23.1006
Gr. 7	19.1409	19.6831	20.2255	20.7678	21.4488	22.1422	22.8610	23.5673
Gr. 8	19.2040	19.7463	20.4524	21.1587	21.8144	22.5709	23.3151	24.0338
Gr. 9	19.6270	20.3332	21.1130	21.8191	22.4748	23.2315	23.9755	24.6943
Gr. 10	20.2138	20.9201	21.7735	22.4796	23.1354	23.8920	24.6361	25.3547
Gr. 11	21.0216	21.7277	22.4340	23.1401	23.7958	24.5524	25.5916	26.0152

2.00%

2026	Entr. 1	Entr. 2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Gr. 1	17.1828	17.7359	18.2890	18.8422	19.3952	19.9868	20.5914	21.1702
Gr. 2	17.5430	18.1089	18.6749	19.2408	19.8197	20.3856	21.0159	21.6204
Gr. 3	17.6459	18.3148	18.9836	19.6525	20.2313	20.8615	21.4919	22.0963
Gr. 4	18.0059	18.6877	19.3695	20.0513	20.6686	21.2989	21.9291	22.5466
Gr. 5	18.4821	19.1124	19.7425	20.3727	21.0673	21.7362	22.4179	23.0996

Gr. 6	18.8034	19.4595	20.1155	20.7715	21.4789	22.1478	22.8552	23.5626
Gr. 7	19.5237	20.0768	20.6300	21.1831	21.8777	22.5851	23.3182	24.0386
Gr. 8	19.5881	20.1412	20.8615	21.5818	22.2507	23.0223	23.7814	24.5144
Gr. 9	20.0195	20.7398	21.5352	22.2555	22.9243	23.6961	24.4550	25.1882
Gr. 10	20.6181	21.3385	22.2090	22.9292	23.5981	24.3698	25.1288	25.8618
Gr. 11	21.4420	22.1623	22.8826	23.6029	24.2717	25.0435	26.1034	26.5355

APPENDIX C

Hospital and Medical Care Benefits

The City agrees that there shall be provided to each employee, family or single medical insurance of the employees choice as follows:

Option 1: 298/298 plus Class 002

Option 2: 298/298 plus Class 003

Option 3: 298/298 plus Class 004

Benefit summaries for these plans as attached hereto are incorporated into this agreement.

The employee shall have the opportunity to switch options during the annual open enrollment period each year.

Retirees Living Within The 8 Counties of WNY

NOT Medicare Eligible, Living within the 8 Counties of WNY

All employees, Not Medicare eligible, retiring pursuant to the terms of this agreement and living within the eight counties of WNY may enroll in the following BC/BS of WNY insurance plans:

Option 1: 298/298 plus Class 002

Option 2: 298/298 plus Class 003

Option 3: 298/298 plus Class 004

All employees who retire under this agreement and the retiree's spouse, who become Medicare eligible, living within the eight counties of WNY may enroll in the BC/BS of WNY Medicare Plan 799 Plan 11. The City of Lockport shall reimburse the retiree and their spouse's Medicare Part B premium in full for any retiree that was hired before January 1, 2012.

In the event that the retiree or their spouse has not become Medicare Part B eligible, he or she shall remain enrolled in the POS insurance plan that they were enrolled in at the time of their retirement until he or she becomes Medicare Part B eligible, at which time the retiree and/or spouse will enroll in BC/BS of WNY Medicare Plan 799 Plan 11. The City of Lockport shall reimburse the retiree and/or their spouse's Medicare Part B premium in full for retirees who were employed before January 1, 2012.

When a retiree becomes Medicare Part B eligible and the retiree's spouse is not Medicare Part B eligible, the spouse shall enroll in the POS single plan. The spouse is not entitled to the HRA. However, if the spouse becomes Medicare Part B eligible, before the retiree, the spouse must enroll in the BC/BS of WNY Medicare Plan 799 Plan 11 and the retiree must enroll into the POS single plan. The retiree, if hired before the date of ratification of this agreement, shall be entitled to the continued HRA payment of \$500.00 until the retiree becomes Medicare Part B eligible.

If a retiree becomes Medicare Part B eligible and has legal dependents, that retiree shall have the right to maintain his or her BC/BS 298/298 plus plan. Retirees who were hired before date of ratification of this agreement shall receive the annual HRA contribution of \$500.00 until such time as the dependent(s) are no longer eligible for healthcare coverage under this agreement, at which time the retiree will enroll in the BC/BS of WNY Medicare Plan 799 Plan 11.

Retirees Living Outside 8 Counties of WNY
Not Medicare Eligible, Living Outside the 8 WNY Counties

All employees, not Medicare eligible, retiring pursuant to the terms of this agreement, living outside the 8 WNY counties shall be enrolled in the BC/BS PPO 898 plan.

Medicare Eligible Living Outside the 8 WNY Counties

All employees who retire under this agreement, and the retiree's spouse, upon the age of Medicare Part B eligibility, that live outside the 8 Western New York counties must enroll in the BC/BS of WNY Medicare PPO 799 Out of Area Plan 13. The City of Lockport shall reimburse the retiree and their spouse's Medicare Part B premiums in full for those retirees that were hired before January 1, 2012.

If the retiree becomes Medicare Part B eligible and the retiree's spouse is not Medicare Part B eligible, the spouse shall enroll in the single BC/BS PPO 898 plan. If the spouse is Medicare Part B eligible and the retiree is not Medicare Part B eligible, then the retiree shall be enrolled in the single BC/BS PPO 898 plan.

If the employee retiring under this agreement becomes Medicare Part B eligible and has legal dependents, the retiree will have the right to maintain BC/BS PPO 898 family plan until such time as the dependent(s) are no longer eligible for health coverage under this agreement. At such time the retiree shall be enrolled in the BC/BS of WNY Medicare PPO 799 Out of Area Plan 13. The PPO 898 will be available only to those retired employees who reside in an area outside the 8 Western New York counties currently served by the BC/BS POS plans listed above for more than 180 days in a calendar year.

Any retiree who chooses to relocate outside the 8 Western New York counties served by the POS plans any time during their retirement can opt into the PPO 898 National Plan.

All retirees participating in the PPO 898 National Plan may be required to submit to the City of Lockport proof of their residency outside the POS Plan coverage area. Acceptable proof of residency will be any of the following:

- Valid Driver's License
- Utility bills showing the mailing address outside the POS Plan coverage area
- Rental agreement for a property located outside the POS Plan coverage area.

Change in coverage status

Should an employee/retiree's coverage status change from a PPO to POS or POS to PPO plan, said employee/retiree shall have full access to any and all monies in their HRA at the time of such coverage status change, subject to any legal limitations or Federal regulations.

Miscellaneous

The parties agree that if the Medicare Part B plans listed above in this agreement are no longer provided or offered by the United States Government in any way, shape or form, the City of Lockport will continue to health insurance plans that are at a minimum equal to the currently listed plans set forth in this agreement. The plans shall be provided by the City of Lockport at a cost to the retiree based on their individual date of hire as described herein.

The parties agree that at any time the Medicare Part B plans listed in this agreement are more expensive to the City than the current plans that are set forth herein, the City shall provide a plan that is equal to or better than the benefits listed in this agreement. The plans shall be provided by the City of Lockport at a cost to the retiree based on their individual date of hire as described herein.

Benefit Summary for Group:**City of Lockport****Effective Date: 1/1/2021**

	POS 298			
	Core	Plus	ODN	Additional Information
General Information				
Provider Network	200 Network			
Deductible	N/A	N/A	\$250 single / \$500 family	
Deductible Administration Type	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	
Coinsurance	N/A	N/A	20% coinsurance after deductible	
Out of Pocket Maximum	\$6,350 single/\$12,700 family	\$6,350 single/\$12,700 family	\$1,500 single / \$3,000 family	
Out of Pocket Administration Type	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	
Benefit Administration Date	1/1			
Dependent Coverage				
Dependent Age	26/26			
Dependent Coverage Ends	End of birth month			
Domestic Partner and Children	Not covered			
Prescription Drug Coverage				
Prescription Drugs	\$7/\$15/\$35	\$7/\$15/\$35		
Mail Order	3 copays per 90 day supply	3 copays per 90 day supply	Not Covered	

	POS 200			
	Core	Plus	CCN	Additional Information
Physician and Other Services				
Primary Office Visit	\$5 copayment	\$0 or \$5 copayment	20% coinsurance after deductible	
Specialist Office Visit	\$10 copayment	\$15 or \$10 copayment	20% coinsurance after deductible	
Telemedicine	\$5	\$0 or \$5	Not covered	
Allergy Injections	\$5/\$10	\$0/\$15 or \$5/\$10	20% coinsurance after deductible	
Allergy Testing	\$5/\$10	\$0/\$15 or \$5/\$10	20% coinsurance after deductible	
Outpatient Surgical Procedures (in physician's office)	\$5/\$10	\$0/\$15 or \$5/\$10	20% coinsurance after deductible	
PCP Copay/Coinsurance for Dependents up to age 19	Covered in Full	Covered in Full	20% coinsurance after deductible	
Specialist Copay/Coinsurance for Dependents up to age 19	\$10 copayment	\$15 or \$10 copayment	20% coinsurance after deductible	
Emergency and Urgent Care Services				
Emergency Room	\$50 copayment	\$50 copayment	Covered as in-network	Prudent layperson language applies. Emergency Room cost-share waived if admitted; Inpatient benefits now apply.
Ambulance	\$50 copayment	\$50 copayment	Covered as in-network	
Urgent Care Center	\$5	\$0 or \$5	20% coinsurance after deductible	
Preventive Services				
Bone mineral density measurement or test	Covered in full	Covered in full	20% coinsurance after deductible	
Cholesterol Test (lipid panel)	\$0 per stay	Covered in full	20% coinsurance after deductible	
Immunizations	Covered in full	Covered in full	20% coinsurance after deductible	
Mammogram	Covered in full	Covered in full	20% coinsurance after deductible	
Prostate Test (Prostate Specific Antigen "PSA")	Covered in full	Covered in full	20% coinsurance after deductible	
Routine Physical Exam	Covered in full	Covered in full	Not covered	
Well Child Visits	Covered in full	Covered in full	20% coinsurance after deductible	

P65 298				
	Core	Plus	CON	Additional Information
Hospital Services				
Inpatient Hospital	Covered in full	Covered in full	20% coinsurance after deductible	
Outpatient Surgical Procedure (Facility)	\$10	\$15 or \$10	20% coinsurance after deductible	
Skilled Nursing Facility	Covered in full	Covered in full	20% coinsurance after deductible	Unlimited Days
Diagnostic Testing Services				
Laboratory Tests	Covered in full	Covered in full	20% coinsurance after deductible	
Radiology	\$5/\$10 Core \$0/\$15 or \$5/\$10 Plus	\$5/\$10 Core \$0/\$15 or \$5/\$10 Plus	20% coinsurance after deductible	
Maternity Services				
Physician Services: Prenatal and Postnatal Care (initial visit)	\$5	\$0 or \$5	20% coinsurance after deductible	
Inpatient Maternity	Covered in full	Covered in full	20% coinsurance after deductible	
Mental Health and Substance Abuse				
Inpatient Mental Health	Covered in full	Covered in full	20% coinsurance after deductible	Unlimited visits: Subject to medical necessity
Outpatient Mental Health	\$5	\$0 or \$5	20% coinsurance after deductible	
Inpatient Substance Abuse - Rehab	Covered in full	Covered in full	20% coinsurance after deductible	
Inpatient Substance Abuse - Detox	Covered in full	Covered in full	20% coinsurance after deductible	
Outpatient Substance Abuse	\$5	\$0 or \$5	20% coinsurance after deductible	
Diabetic Supplies and Services				
Diabetic Equipment	\$5	\$0 or \$5	20% coinsurance after deductible	
Insulin and Other Oral Agents	See Comments	See Comments	20% coinsurance after deductible	If administered by pharmacy vendor copay is lesser of Rx or office visit copay
Diabetic Medical Supplies (Test strips, Syringes, etc)	\$5	\$0 or \$5	20% coinsurance after deductible	

POS 298				
	Core	Plus	CON	Additional Information
Rehabilitation Services				
Chiropractic Care	\$5 copayment	\$5 copayment	20% coinsurance after deductible	
Physical - Occupational - Speech Therapies	\$10	\$15 or \$10	20% coinsurance after deductible	30 visits, aggregate IN & OON with PT/OT/ST, per plan year
Pulmonary Rehabilitation	\$10	\$15 or \$10	20% coinsurance after deductible	24 visits per year within a 12 week period
Additional Services				
Chemotherapy - Outpatient Facility	\$10	\$15 or \$10	20% coinsurance after deductible	
Durable Medical Equipment	20% coinsurance	20% coinsurance	50% coinsurance after deductible	
Home Health Care	\$10	\$15 or \$10	20% coinsurance after deductible	
Hospice	Covered in full	Covered in full	20% coinsurance after deductible	210 days per cal yr IN & OON aggregate
Prosthetics and orthotics	20% coinsurance	20% coinsurance	Not covered	
Dialysis	Covered in full	Covered in full	20% coinsurance after deductible	
Wellness Card	Not covered	Not covered	Not covered	
Pediatric Vision Services				
Routine Exam	Covered in full	Covered in full	Not covered	1 every 2 years; 1 per year for under 14 with diagnosed refractive error.
Medical Eye Exam	\$10	\$15 or \$10	20% coinsurance after deductible	
Adult Vision Services				
Routine Exam	Covered in full	Covered in full	Not covered	1 every 2 years; 1 per year for under 14 with diagnosed refractive error.
Medical Eye Exam	\$10	\$15 or \$10	20% coinsurance after deductible	

*Cost share may vary based on place of service for services listed above.

**For a list of Medicare Part D creditable coverage prescription drug plans, please refer to our website.

***This is a summary of covered benefits and exclusions and is not intended as an actual contract or group plan. It does not detail all benefits, limitations and exclusions that may apply.

Benefit Summary for Group:**City of Lockport****Effective Date: 1/1/2021**

	POS 298			
	Core	Plus	ODN	Additional Information
General Information				
Provider Network	200 Network			
Deductible	N/A	N/A	\$500 single / \$1,000 family	
Deductible Administration Type	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	
Coinsurance	N/A	N/A	25% coinsurance after deductible	
Out of Pocket Maximum	\$6,350 single/\$12,700 family	\$6,350 single/\$12,700 family	\$2,500 single / \$5,000 family	
Out of Pocket Administration Type	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	
Benefit Administration Date	1/1			
Dependent Coverage				
Dependent Age	26/26			
Dependent Coverage Ends	End of birth month			
Domestic Partner and Children	Not covered			
Prescription Drug Coverage				
Prescription Drugs	\$7/\$15/\$35	\$7/\$15/\$35		
Mail Order	3 copays per 90 day supply	3 copays per 90 day supply	Not Covered	

POS 298				
	Core	Plus	ODN	Additional Information
Physician and Other Services				
Primary Office Visit	\$10 copayment	\$0 or \$5 copayment	25% coinsurance after deductible	
Specialist Office Visit	\$10 copayment	\$20 or \$15 copayment	25% coinsurance after deductible	
Telemedicine	\$10	\$0 or \$5	Not covered	
Allergy Injections	\$10/\$10	\$0/\$20 or \$5/\$15	25% coinsurance after deductible	
Allergy Testing	\$10/\$10	\$0/\$20 or \$5/\$15	25% coinsurance after deductible	
Outpatient Surgical Procedures (in physician's office)	\$10/\$10	\$0/\$20 or \$5/\$15	25% coinsurance after deductible	
PCP Copay/Coinsurance for Dependents up to age 19	Covered in Full	Covered in Full	25% coinsurance after deductible	
Specialist Copay/Coinsurance for Dependents up to age 19	\$10 copayment	\$20 or \$15 copayment	25% coinsurance after deductible	
Emergency and Urgent Care Services				
Emergency Room	\$50 copayment	\$50 copayment	Covered as in-network	Prudent layperson language applies. Emergency Room cost-share waived if admitted; Inpatient benefits now apply.
Ambulance	\$50 copayment	\$50 copayment	Covered as in-network	
Urgent Care Center	\$10	\$0 or \$5	25% coinsurance after deductible	
Preventive Services				
Bone mineral density measurement or test	Covered in full	Covered in full	25% coinsurance after deductible	
Cholesterol Test (lipid panel)	Covered in full	Covered in full	25% coinsurance after deductible	
Immunizations	Covered in full	Covered in full	25% coinsurance after deductible	
Mammogram	Covered in full	Covered in full	25% coinsurance after deductible	
Prostate Test (Prostate Specific Antigen "PSA")	Covered in full	Covered in full	25% coinsurance after deductible	
Routine Physical Exam	Covered in full	Covered in full	Not covered	
Well Child Visits	Covered in full	Covered in full	25% coinsurance after deductible	

	POS 700			
	Core	Plus	ODN	Additional Information
Hospital Services				
Inpatient Hospital	Covered in full	Covered in full	25% coinsurance after deductible	
Outpatient Surgical Procedure (Facility)	\$10	\$20 or \$15	25% coinsurance after deductible	
Skilled Nursing Facility	Covered in full	Covered in full	25% coinsurance after deductible	Unlimited days per plan year aggregate INN & OON
Diagnostic Testing Services				
Laboratory Tests	Covered in full	Covered in full	25% coinsurance after deductible	
Radiology	\$10/\$10	\$0/\$20 or \$5/\$15	25% coinsurance after deductible	
Maternity Services				
Physician Services: Prenatal and Postnatal Care (initial visit)	\$10	\$0 or \$5	25% coinsurance after deductible	
Inpatient Maternity	Covered in full	Covered in full	25% coinsurance after deductible	
Mental Health and Substance Abuse				
Inpatient Mental Health	Covered in full	Covered in full	25% coinsurance after deductible	
Outpatient Mental Health	\$10	\$0 or \$5	25% coinsurance after deductible	
Inpatient Substance Abuse - Rehab	Covered in full	Covered in full	25% coinsurance after deductible	
Inpatient Substance Abuse - Detox	Covered in full	Covered in full	25% coinsurance after deductible	
Outpatient Substance Abuse	\$10	\$0 or \$5	25% coinsurance after deductible	
Diabetic Supplies and Services				
Diabetic Equipment	\$10	\$0 or \$5	25% coinsurance after deductible	
Insulin and Other Oral Agents	\$10	\$0 or \$5	25% coinsurance after deductible	If administered by pharmacy vendor copay is lesser of Rx or office visit copay
Diabetic Medical Supplies (Test strips, Syringes, etc)	\$10	\$0 or \$5	25% coinsurance after deductible	

	POS 298			
	Core	Plus	OON	Additional Information
Rehabilitation Services				
Chiropractic Care	\$10 copayment	\$10 copayment	25% coinsurance after deductible	
Physical - Occupational - Speech Therapies	\$10	\$20 or \$15	25% coinsurance after deductible	30 visits, aggregate IN & OON with PT/OT/ST, per plan year
Pulmonary Rehabilitation	\$10	\$20 or \$15	25% coinsurance after deductible	24 visits per year within a 12 week period
Additional Services				
Chemotherapy - Outpatient Facility	\$10	\$20 or \$15	25% coinsurance after deductible	
Durable Medical Equipment	50% coinsurance	50% coinsurance	50% coinsurance after deductible	
Home Health Care	\$10	\$20 or \$15	25% coinsurance after deductible	Respiratory Therapy: OON= full patient responsibility.
Hospice	Covered in full	Covered in full	25% coinsurance after deductible	210 days per cal yr IN & OON aggregate
Prosthetics and orthotics	Not covered	Not covered	Not covered	
Dialysis	Covered in full	Covered in full	25% coinsurance after deductible	
Wellness Card	Not covered	Not covered	Not covered	
Pediatric Vision Services				
Routine Exam	Covered in full	Covered in full	Not covered	1 every 2 years; 1 per year for under 14 with diagnosed refractive error.
Medical Eye Exam	\$10	\$20 or \$15	25% coinsurance after deductible	
Adult Vision Services				
Routine Exam	Covered in full	Covered in full	Not covered	1 every 2 years; 1 per year for under 14 with diagnosed refractive error.
Medical Eye Exam	\$10	\$20 or \$15	25% coinsurance after deductible	

*Cost share may vary based on place of service for services listed above.

**For a list of Medicare Part D creditable coverage prescription drug plans, please refer to our website.

***This is a summary of covered benefits and exclusions and is not intended as an actual contract or group plan. It does not detail all benefits, limitations and exclusions that may apply.

Benefit Summary for Group:**City of Lockport****Effective Date: 1/1/2021**

	POS 29B A50			
	Core	Plus	ODN	Additional Information
General Information				
Provider Network	200 Network			
Deductible	N/A	N/A	\$500 single / \$1,000 family	
Deductible Administration Type	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	
Coinsurance	N/A	N/A	25% coinsurance after deductible	
Out of Pocket Maximum	\$6,350 single/\$12,700 family	\$6,350 single/\$12,700 family	\$2,500 single / \$5,000 family	
Out of Pocket Administration Type	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	Embedded - On family plans, one person cannot exceed the individual deductible and/or out of pocket maximum amount.	
Benefit Administration Date	1/1			
Dependent Coverage				
Dependent Age	26/26			
Dependent Coverage Ends	End of birth month			
Domestic Partner and Children	Not covered			
Prescription Drug Coverage				
Prescription Drugs	\$7/\$15/\$35	\$7/\$15/\$35		
Mail Order	3 copays per 90 day supply	3 copays per 90 day supply	Not Covered	

POS AND ASO				
	Core	Plus	GOV	Additional Information
Physician and Other Services				
Primary Office Visit	\$15 copayment	\$10 or \$15 copayment	25% coinsurance after deductible	
Specialist Office Visit	\$15 copayment	\$20 or \$15 copayment	25% coinsurance after deductible	
Telemedicine	\$15	\$10 or \$15	Not covered	
Allergy Injections	\$15/\$15	\$10/\$20 or \$15/\$15	25% coinsurance after deductible	
Allergy Testing	\$15/\$15	\$10/\$20 or \$15/\$15	25% coinsurance after deductible	
Outpatient Surgical Procedures (in physician's office)	\$15/\$15	\$10/\$20 or \$15/\$15	25% coinsurance after deductible	
PCP Copay/Coinsurance for Dependents up to age 19	Covered in Full	Covered in Full	25% coinsurance after deductible	
Specialist Copay/Coinsurance for Dependents up to age 19	\$15 copayment	\$20 or \$15 copayment	25% coinsurance after deductible	
Emergency and Urgent Care Services				
Emergency Room	\$50 copayment	\$50 copayment	Covered as in-network	Prudent layperson language applies. Emergency Room cost-share waived if admitted; Inpatient benefits now apply.
Ambulance	\$50 copayment	\$50 copayment	Covered as in-network	
Urgent Care Center	\$15	\$10 or \$15	25% coinsurance after deductible	
Preventive Services				
Bone mineral density measurement or test	Covered in full	Covered in full	25% coinsurance after deductible	
Cholesterol Test (lipid panel)	Covered in full	Covered in full	25% coinsurance after deductible	
Immunizations	Covered in full	Covered in full	25% coinsurance after deductible	
Mammogram	Covered in full	Covered in full	25% coinsurance after deductible	
Prostate Test (Prostate Specific Antigen "PSA")	Covered in full	Covered in full	25% coinsurance after deductible	
Routine Physical Exam	Covered in full	Covered in full	Not covered	
Well Child Visits	Covered in full	Covered in full	25% coinsurance after deductible	

POS 298 ASO				
	Core	Plus	Gold	Additional Information
Hospital Services				
Inpatient Hospital	\$250 per admission, not to exceed \$250 single/\$500 family	\$250 per admission, not to exceed \$250 single/\$500 family	25% coinsurance after deductible	
Outpatient Surgical Procedure (Facility)	\$15	\$20 or \$15	25% coinsurance after deductible	
Skilled Nursing Facility	\$250 per admission, not to exceed \$250 single/\$500 family	\$250 per admission, not to exceed \$250 single/\$500 family	25% coinsurance after deductible	
Diagnostic Testing Services				
Laboratory Tests	Covered in full	Covered in full	25% coinsurance after deductible	
Radiology	\$15/\$15	\$10/\$20 or \$15/\$15	25% coinsurance after deductible	
Maternity Services				
Physician Services: Prenatal and Postnatal Care (initial visit)	\$15	\$10 or \$15	25% coinsurance after deductible	
Inpatient Maternity	Covered in full	Covered in full	25% coinsurance after deductible	
Mental Health and Substance Abuse				
Inpatient Mental Health	\$250 per admission, not to exceed \$250 single/\$500 family	\$250 per admission, not to exceed \$250 single/\$500 family	25% coinsurance after deductible	Unlimited visits: Subject to medical necessity
Outpatient Mental Health	\$15	\$10 or \$15	25% coinsurance after deductible	
Inpatient Substance Abuse - Rehab	\$250 per admission, not to exceed \$250 single/\$500 family	\$250 per admission, not to exceed \$250 single/\$500 family	25% coinsurance after deductible	
Inpatient Substance Abuse - Detox	\$250 per admission, not to exceed \$250 single/\$500 family	\$250 per admission, not to exceed \$250 single/\$500 family	25% coinsurance after deductible	
Outpatient Substance Abuse	\$15	\$10 or \$15	25% coinsurance after deductible	
Diabetic Supplies and Services				
Diabetic Equipment	\$15	\$10 or \$15	25% coinsurance after deductible	
Insulin and Other Oral Agents	\$15	\$10 or \$15	25% coinsurance after deductible	If administered by pharmacy vendor copay is lesser of Rx or office visit copay
Diabetic Medical Supplies (Test strips, Syringes, etc)	\$15	\$10 or \$15	25% coinsurance after deductible	

POS 298 A50				
	Cost	Plus	OON	Additional Information
Rehabilitation Services				
Chiropractic Care	\$15 copayment	\$15 copayment	25% coinsurance after deductible	
Physical - Occupational - Speech Therapies	\$15	\$20 or \$15	25% coinsurance after deductible	30 visits, aggregate IN & OON with PT/OT/ST, per plan year
Pulmonary Rehabilitation	\$15	\$20 or \$15	25% coinsurance after deductible	24 visits per year within a 12 week period
Additional Services				
Chemotherapy - Outpatient Facility	\$15	\$20 or \$15	25% coinsurance after deductible	
Durable Medical Equipment	50% coinsurance	50% coinsurance	50% coinsurance after deductible	
Home Health Care	\$15	\$20 or \$15	25% coinsurance after deductible	
Hospice	Covered in full	Covered in full	25% coinsurance after deductible	210 days per cal yr IN & OON aggregate
Prosthetics and orthotics	Not covered	Not covered	Not covered	
Dialysis	Covered in full	Covered in full	25% coinsurance after deductible	
Wellness Card	Not covered	Not covered	Not covered	
Pediatric Vision Services				
Routine Exam	Covered in full	Covered in full	Not covered	1 every 2 years; 1 per year for under 14 with diagnosed refractive error.
Medical Eye Exam	\$15	\$20 or \$15	25% coinsurance after deductible	
Adult Vision Services				
Routine Exam	Covered in full	Covered in full	Not covered	1 every 2 years; 1 per year for under 14 with diagnosed refractive error.
Medical Eye Exam	\$15	\$20 or \$15	25% coinsurance after deductible	

*Cost share may vary based on place of service for services listed above.

**For a list of Medicare Part D creditable coverage prescription drug plans, please refer to our website.

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