



City of Kingston Finance and Audit Committee
Meeting Agenda
Wednesday, December 12, 2018
6:30 PM

NEW BUSINESS

Pike Plan Canopy repairs

Suggested Action: Please discuss the alternatives described in the attached and direct staff to take action or further investigate.

[11-30-18 Communication for Pike Plan Alternatives.pdf](#)

Budget Transfer

Suggested Action: Approval

[Finance and audit committee report.pdf](#)

Management Personnel Booklet

[20181207094607.pdf](#)

Unpaid Water Dept. Charges

[20181210155736.pdf](#)

1 OLD BUSINESS

Finance and Audit Committee Agenda Item Report

Meeting Date: December 12, 2018

Submitted by: John Schultheis

Submitting Department: Engineering

Item Type: Informational Purposes

Agenda Section:

Subject:

Pike Plan Canopy repairs

Suggested Action:

Please discuss the alternatives described in the attached and direct staff to take action or further investigate.

Attachments:

[11-30-18 Communication for Pike Plan Alternatives.pdf](#)

CITY OF KINGSTON
Office of the City Engineer
jschultheis@kingston-ny.gov

John M. Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

November 30, 2018

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE: Pike Plan repair, 43-45 N. Front Street

Dear President Noble:

Background:

The Pike Plan is a City-owned, wood framed structure that allows for a covered sidewalk in Uptown along N. Front Street and N. Wall Street. It was constructed in the 1970s and significantly renovated from 2011 to 2013. Since the completion of the renovations, numerous deficiencies have been discovered through observation and from complaints received from building owners and tenants.

One area that was identified as needing repair was the section from 43-45 N. Front Street. This location had leaking roof, skylight and gutter issues, along with deflection of beams. Further, the supporting columns were damaged by a vehicle impact and temporary supports had to be placed to support the canopy at this location.

Plans for removal and replacement of the canopy at 43-45 N. Front Street were prepared by C.T. Male Associates as the City's consultant. The City issued a request for bids in September 2018 and 2 bids to perform the work were received on November 9, 2018. The low bid of \$136,400 was submitted by Key Construction Company of Poughkeepsie. The length of canopy that would be re-constructed is 44-ft, so the cost per foot for this section would be about \$3,100 per linear foot.

Options for moving forward:

There are several options that the Council could direct staff to proceed with, which are enumerated and discussed below.

1. Do-nothing.
2. Remove and repair the section at 43-45 N. Front Street
3. Further evaluate, design and perform repairs to correct leaks
4. Further evaluate, design and perform column pier and footing repairs

CITY OF KINGSTON
Office of the City Engineer
jschultheis@kingston-ny.gov

John M. Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

Option 1: Do Nothing:

The council could direct that nothing be done at this time. The structure has been stabilized using temporary supports where it was damaged by a vehicle. These can remain, however they are unsightly. Cost for this option is zero.

Option 2. Remove and repair the canopy section at 43-45 N. Front Street:

Based on the low bid received, and the cost of construction administration and inspection, this option would cost \$155,000.00 and the schedule would be about 3-4 months.

Option 3: Further evaluate, design and perform repairs to correct leaks

Leaks from the canopy roof, skylights, and from the building-to-canopy connection (flashing) are an ongoing concern at various locations. I estimate that, for the entirety of the Pike Plan, that the roofing, skylight, flashing and gutter issues could be addressed for approximately \$150,000.00. It should be noted that the sources of some leaks are siding and window issues on the privately-owned buildings and are not the City's responsibility to repair. If this option is selected, notice should be made to those building owners who have contributing issues so that repairs by the City and by private owners can be coordinated.

Option 4: Further evaluate, design and perform column pier and footing repairs

The footings, piers and columns, along with the connections between these items, are a concern for many locations in the Pike Plan canopy. In some areas, the presence of footings is unknown. Column bases / piers may have been constructed with sub-standard concrete. The connections of the columns to the piers and the connections of columns to headers are also suspected to be inadequate in various locations.

As a rough estimate, it may be necessary to remove and re-construct up to half of the columns, pier and footings. There are 160 columns on the structure. To test connections and footings and replace half, or 80 of these assemblies at a cost of \$2,000 each would cost approximately \$160,000.00. There may be limitations on the amount of information that could be gathered without destructive testing, so it may be safer to assume that all the footings, piers, and columns need to be replaced, which could cost \$300,000.00.

Discussion of options:

Due to concerns over the safety and appearance of the structure, the do-nothing option is not recommended.

CITY OF KINGSTON
Office of the City Engineer
jschultheis@kingston-ny.gov

John M. Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

After consideration of the options and constraints of the situation, my recommendation is that the council consider the following short-term and longer-term actions:

Recommended short-term action:

- Remove and repair the canopy at 43-45 N. Front Street at a cost of \$155,000.00
- Begin investigation, testing and design of the additional longer-term actions described below

Recommended longer-term action:

- perform repairs to correct leaks at at an estimated cost of \$150,000.00
- perform column pier and footing repairs at an estimated cost of \$160,000.00 to \$300,000.00.
- develop a program of ongoing maintenance for the Pike Plan

Please refer this item to the Finance Committee for further discussion. Should you have any questions concerning this request, do not hesitate to contact me.

Respectfully,

John M. Schultheis
City Engineer

Cc: Steve Noble, Mayor
Douglas Koop, Chair, Finance Committee
John Tuey, Comptroller

Finance and Audit Committee Agenda Item Report

Meeting Date: December 12, 2018

Submitted by: Zack Ebelheiser

Submitting Department: Waste Water Treatment Plant

Item Type: Budget Transfer

Agenda Section:

Subject:

Budget Transfer

Suggested Action:

Approval

Attachments:

[Finance and audit committee report.pdf](#)

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER X
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Waste Water Treatment Facility DATE 12-4-18

Description: monies used to pay out comp time

Estimated Financial Impact 0 Signature Al - W. C. Reel

Motion by _____

Seconded by _____

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		

FROM:		TO:	
G1-8130-14-5422	3178.82	G1-8130-11-5108	3178.82

Finance and Audit Committee Agenda Item Report

Meeting Date: December 12, 2018

Submitted by: Dee Sills

Submitting Department: Mayor

Item Type: Proposed Resolution

Agenda Section:

Subject:

Management Personnel Booklet

Suggested Action:

Attachments:

[20181207094607.pdf](#)



MANAGEMENT PERSONNEL MANUAL

Mayor Steven T. Noble

Management/Confidential

Department Heads

Administrative/Non-aligned

Mayor

Adopted by Resolution No. _____

Table of Contents

Statement of Principle	4
Applicability	4
Confidentiality	5
Attendance	5
Basic Workweek	5
Basic Workday	5
Work Place	5
Holidays	6
Overtime/Compensatory Time	6
Salaries	7
Increases	7
Leave Time	8
Vacation Time	8
Time Keeping	8
Sick Leave	8
Extended Sick Leave	9
Personal Leave	9
Jury Duty	9
Military Leave	9
Bereavement Leave	9
Professional/Educational Leave	9
Other Leave of Absence Without Pay	9
Other Employee Benefits	10
Pensions	10
Health Insurance	10
Dental and Vision Insurance	11
Disability Insurance	11
Retiree Health Insurance	11
Longevity	12
Payroll	12
Travel Policy/Reimbursement	12

Tuition Reimbursement	13
Miscellaneous Provisions.....	14
Release of Employee Information.....	14
Standards of Conduct.....	14
Equal Employment Opportunity Policy.....	14
Emergency Closure Policy	14
Near Relatives Policy.....	14
Code of Ethics.....	16

Statement of Principle

The Kingston Common Council recognizes that Employees as covered by this policy statement are valued employees. The Common Council therefore acknowledges that these individuals will not receive less, in terms of salary and benefits, than other employees of the city of Kingston who are covered by a collective bargaining unit. If and when CSEA obtains a new benefit or greater benefit than what is indicated in this handbook, the new and/or greater benefit will be granted forthwith to the Management/Confidential.

This handbook is subject to the New York State Civil Service Law, and the regulations promulgated hereunder, as well as the Rules and Regulations of the Municipal Civil Service Commission of the City of Kingston.

The term of this handbook shall be for the duration of employment pursuant to Civil Service Rules.

Positions covered under this handbook are in accordance with Civil Service Law and the Rules and Regulations of the City of Kingston Civil Service Commission.

Applicability

This policy manual applies to employees of the City of Kingston classified as Management/Confidential and the Mayor (where applicable).

It does not include employees covered by other bargaining units (CSEA, PBA or KPFFA).

The following list of titles are currently considered to be in the Management/Confidential category:

- Assistant Corporation Counsel
- City Assessor¹
- City Clerk
- City Engineer
- City Planner¹
- Confidential Secretary to Corporation Counsel
- Deputy Superintendent of Public Works*
- Director of Building Codes and Zoning Enforcement*
- Director of Communications and Community Engagement
- Director of Cultural Affairs¹
- Director of Health and Wellness¹
- Director of Human Rights¹
- Director of IT*
- Director of KLDC
- Director of Parks & Recreation*
- Executive Director, Economic Development
- Executive Secretary (Civil Service Commission)
- Secretary to Mayor
- Superintendent of Public Works*

Additional titles funded by Council as Management/Confidential or non-aligned will be updated forthwith to this Handbook.

¹FLSA Non-Exempt Employees

*Essential Service Employees

**Mayor - Only applies to sections where indicated.

Holidays

Holidays honored as days off for Management/Confidential employees and the Mayor are:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

If one of the foregoing holidays falls on a Sunday, then the Monday following the holiday will be observed as the holiday. If one of the foregoing holidays falls on a Saturday, then the Friday preceding the holiday will be observed as the holiday.

Overtime/Compensatory Time

In general to accomplish the required tasks of each department, the organization and its individual personnel will provide the necessary and expected response at an appropriate level.

Management/Confidential employees are not eligible for overtime unless designated as FLSA Non-exempt¹.

Management/Confidential employees may flex their schedule over a 4 week period provided their time off does not interfere with the workflow of their department.

FLSA Non-exempt employees are eligible to receive overtime/compensatory time at time and one half for hours worked over 35 or 40 depending on the hours normally worked. Part-time FLSA Non-exempt employees shall be paid straight time for additional hours or compensatory time at time and one-half which may be used at a later date. All hours, however, worked in excess of twenty-five (25) hours in a work week shall be paid at time and one-half. Compensatory time will be limited to a maximum of ninety (90) hours (60 hours x 1.5 = 90) at any given time. Any unused compensatory time will be paid out upon separation of employment. Overtime will be given when budgetary accounts allow for it and as long as the overtime is approved and necessary. When requesting overtime/compensatory time FLSA Non-exempt employees must provide documentation to support the time worked including timecards indicating the time clocked in and out and it must be approved by the Mayor.

Any compensatory time accrued as of December 31, 2018 for Management/Confidential employees will remain in the employee's accruals and shall be used in whole days until it runs out. Upon separation of service with the City any compensatory time remaining in the employee's bank will be paid out to the employee or the beneficiary at the daily rate of pay* at time of separation. In the event of the death of the employee the time will be paid out to the employee's beneficiary.

*See page 7 under Salaries for daily rate formula.

Confidentiality

Confidential information is generally defined as information concerning the property, affairs or government of the city which is obtained as a result of the official duties of such public servant and which is not otherwise available to the public. Examples of confidential information include constituent's personal information such as name, address, phone number, date of birth, health status, immigration status, etc.

Employee shall not remove, transfer or otherwise release from files or computer system, either physically or by an electronic format, materials containing confidential information unless authorized to do so in writing by the Mayor. In addition, the City has a policy of keeping all personnel records, actions, evaluations and financial records strictly confidential. Employees are prohibited from repeating information they learn about another employee in the course of business, including the fact that an evaluation or personnel file is being reviewed. Employees who learn about a personnel action, an evaluation, and an investigation in progress or an equal employment opportunity complaint should respect the privacy rights of fellow employees and keep such information confidential.

Likewise, information obtained and/or discussed during management meetings are intended to be confidential unless disclosure has been authorized by the Mayor.

An employee with questions about whether certain information is confidential should consult with Corporation Counsel to determine how such information should be treated.

Attendance

Basic Workweek

Employees are responsible for performing the duties of their office. The workday is determined by the tasks to be performed and the mission of the department. The normal workweek is 35 hours a week for City Hall and Building Safety on a regular full-time basis. The normal workweek for Department of Public Works and Parks & Recreation are 40 hours on a regular full-time basis. Hours may fluctuate on occasion providing the work is getting done and staffing requirements are met.

Basic Workday

The basic workday for City Hall and Building Safety is 8:30am to 4:30pm Monday through Friday. The basic workday for DPW is 7:00am to 3:00pm Monday through Friday. The basic workday for Parks & Recreation is 8:30am to 4:30pm Monday through Friday.

Management/Confidential employees will generally be required to work the same work schedule worked by employees over whom they exercise authority or those working within the same department. These employees are expected to spend those hours necessary for the successful completion of their assignments.

Work Place

A department's principal place of doing business is generally regarded as work place. Those covered under the handbook are often required to perform their functions outside the standard work place. Departmental tasks may be accomplished outside the office.

Essential Service Employees (as indicated on page 4 of this handbook)

Employees designated as Essential Service Employees expected to work during severe weather conditions and/or handle ongoing technical emergencies will be compensated with additional compensatory/overtime at time and one half for all hours worked during such emergencies. Emergencies must be qualified emergencies such as severe weather, power outages, etc. Premium Pay Earned Form must be submitted to support the additional time worked and approved by the Mayor within fourteen (14) days of the time worked.

Salaries

Management/Confidential employees will be paid on a salary basis. To determine the salary breakdown, the daily rate, hourly rate and hours worked per year must first be determined.

Hours Worked Per Year calculated as follows:

Normal Hours Worked per Week x 52 = **Total Hours Worked Per Year***

Hourly Rate calculated as follows:

Salary / Total Hours Worked Per Year = **Hourly Rate**

Daily Rate calculated as follows:

Normal Hours Worked in a Day x Hourly Rate = **Daily Rate**

*In years with an additional payroll period, salaried employees shall not have their bi-weekly pay reduced.

Increases

If and when CSEA receives salary increases, step increases, Cost of living increases or any other type of wage increase, Management/Confidential employees covered under this handbook, shall receive commensurate increases forthwith.

Additionally, Management/Confidential employees will receive a "Retention Increase" ranging from 0% to 1.5% on January 1st of each year, commencing on January 1, 2020. The Mayor will decide upon each employee's increase based upon his/her overall consideration of the following factors (to the extent information is available):

- Most recent annual evaluation (conducted in July).
- Competitiveness of current compensation package relative to external peers. External peers are defined as positions of similar responsibility at other NYS public government employers (local, county, state, state agency). Consideration will be given to the comparative cost of living differences.

Employees must be employed for at least 18 full calendar months before becoming eligible for a "Retention Increase" (i.e. an employee hired after July 1, 2018 would not be eligible for the "Retention Increase" on January 1, 2020).

Leave Time

Vacation Time

Management/Confidential employees will receive vacation time as follows:

- First day of employment and up to one year, ten (10) working days of vacation.
- Two (2) years up to and including five (5) years of continuous service, twenty (20) working days of vacation.
- Six (6) years up to and including ten (10) years of continuous service, twenty-five (25) working days of vacation.
- Eleven (11) years up to and including fifteen (15) years of continuous service, thirty (30) working days of vacation.
- Sixteen (16) years up to and including twenty-four (24) years of continuous service, thirty-five (35) working days of vacation.
- Twenty-five (25) years and more of continuous service, forty (40) working days of vacation.

Management/Confidential employees may carry over up to twenty (20) vacation days each year and may buy back up to two (2) weeks of vacation each year in the month of November.

Management/Confidential employees will be paid out for all vacation time accrued at the time of the employee's separation of service based on their daily* rate of pay at the time of separation of service (including resignation, termination or retirement). Upon the death of a Management/Confidential employee vacation time will be paid out to the employee's beneficiary or estate.

Time Keeping

Management/Confidential employees must clock in every day upon arrival to their respective work location.

Management/Confidential employees will be required to electronically submit time off requests for approval by the Mayor when they wish to use vacation, sick and/or personal time. In the event the Mayor finds a reason to decline such request, notice of the declination must be given to the Management/Confidential employee within seven (7) days of the electronic request as to not cause the employee to incur expenses from non-refundable deposits.

Management/Confidential employees will record their days worked and deduct any used vacation, sick, and/or personal time on an accrual sheet or an electronic timekeeping system which will be turned in and/or reviewed by the Civil Service Office on a quarterly basis.

Sick Leave

Sick leave credit shall be accumulated after each month of regular and continuous employment at the rate of twelve days per year accumulative to a maximum of 200 days. Sick leave may be used in half or whole days.

At the time of the employee's separation of service (including resignation, termination, retirement or death), Management/Confidential employees or their beneficiary shall be paid at the full daily* rate of pay on the day of separation for the first 165 days accumulated.

Employees will be paid 25% of their daily* rate at time of separation for any time in excess of 165 days up to the maximum of 200 days.

Extended Sick Leave

Only after all regular sick leave, vacation, personal and compensatory time has been fully utilized, employees shall receive extended sick leave at the rate of ten (10) days for each year of service after the first year accumulative to one hundred thirty (130) days. This extended sick leave shall be paid at the rate of one-half day's pay and only for illnesses exceeding ten (10) days in length. Management/Confidential employees will not earn additional sick days while utilizing extended sick leave.

Personal Leave

Management/Confidential employees will receive three (3) personal days each year which can be taken in half or whole days. Personal days do not get carried over if not used and are not paid out upon separation of employment or upon death of the employee.

Jury Duty

Management/Confidential employees shall be entitled to Jury Leave in accordance with the Employee Handbook.

Military Leave

In accordance with Section 242 of the Military Law, employees serving as members of the organized militia or any reserved force or reserve component of the Armed Forces of the United States are entitled to paid military leave in conjunction with such service not to exceed thirty days per calendar year. Management/Confidential employees who wish to use said military leave must notify the Mayor and the Civil Service Office of their intentions.

Bereavement Leave

Management/Confidential employees shall be granted three (3) days with pay when there is a death in the immediate family: father, mother, brother, sister, husband, wife, Children, in-laws, grandparents and grandchildren, foster children, foster parents, stepchildren and stepparents. For the death of a parent, spouse, child, and stepchild, an additional two (2) days of bereavement will be granted for a total of five (5) days.

Professional/Educational Leave

The Mayor may grant a leave of absence without pay of not more than one year at a time to a Management/Confidential employee for job related educational purposes. Said employee will not lose previously earned salary or fringe benefits when returning from such leave.

The employee should submit their request in writing to the Mayor along with the program, learning institution's name, as well as a statement which clearly shows how the educational program is related and how it will improve the employee's performance.

Other Leave of Absence Without Pay

The Mayor may grant a leave of absence without pay for reasons aside from educational and military. The decision to grant such leaves will rest with the recommendation of the Mayor. The maximum duration of such leave will be limited to one year.

Other Employee Benefits

Pensions

Full-time Management/Confidential employees and the Mayor shall be covered by the New York State Employee's Retirement System under Section 75i. Part time employees have the option of enrolling in the New York State Employee's Retirement System.

Health Insurance

Current full-time Management/Confidential employees and the Mayor may choose between NYSHIP (New York State Health Insurance Plan) or MVP HMO. Current Management/Confidential employees and the Mayor will contribute 10% of the premium with the following cap:

NYSHIP/MVP HMO			
	2018	2019	2020
Single	\$1,100.00	\$1,250.00	\$1,400.00
Family	\$1,100.00	\$1,350.00	\$1,500.00

Current employees who enroll in the high deductible plan once offered shall contribute 10% of the premium with the following cap:

MVP EPO (High Deductible Plan)		
	2019	2020
Single	\$1,000.00	\$1,000.00
Family	\$1,000.00	\$1,200.00

New full-time Management/Confidential employees hired after the adoption of this handbook shall contribute \$750 above the amounts indicated above.

The City shall provide for an optional buy out of health insurance coverage for full-time employees covered in this handbook. The buyout of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the City on the Request to Decline and Waive Health Insurance Coverage form, attached hereto as Appendix "A" and made a part of this Agreement, that he/she is selecting to decline and waive the health insurance coverage provided by the City, for which the employee is eligible and entitled to receive pursuant to this Agreement.

An employee who declines and waives health insurance coverage as provided above, shall be compensated three thousand dollars (\$3,000) annually, to be paid in equal amounts on the first (1st) pay-period of the new year and the first (1st) pay-period of each quarter following.

An eligible employee covered under this handbook who elects to receive the buyout fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the City, be required to provide written notice to the City that he/she is covered

by health insurance under a different plan. An employee who has elected to receive the buyout fee is required to provide written notice to the City on the Request to Resume Health Insurance Coverage Form, attached hereto as Appendix "C" and made a part of this Agreement, that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the City. The effective date of the employee's re-establishment of health insurance coverage by the city shall be at the earliest possible date as provided by the plan. The City shall notify the plan upon notice by the employee of that employee's decision to re-establish health insurance coverage through the City.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The City shall provide the forms to the employee that are attached hereto as Appendices "A" and "B" and made a part of this Agreement.

If both spouses are employees of the City, only one may choose the insurance buyout. If they do not want the buyout, they will be entitled to either one (1) family coverage plan or two (2) single coverage plans.

The City currently offers NYSHIP and MVP as options for all full-time employees. The City may elect another insurance plan to replace these plans as its primary plan provided the level of benefits are substantially equivalent or better than levels of the Empire Plan benefits, (e.g., prescription drug (Rx) co-pays, provider network, provider co-pays, such as doctor's office visits).

Dental and Vision Insurance

All full-time employees shall be entitled to the Guardian Dental Plan in accordance with the CSEA contract for themselves and their eligible dependents which will be provided by the Employer at no cost to the employee. Coverage takes effect on the first day of employment.

Disability Insurance

The City shall provide Disability Insurance for all Management/Confidential employees.

When a Management/Confidential employee is disabled and out of work, such employee shall be allowed to use disability benefits to reduce the amount of sick leave used, or disability benefits separately, without loss of sick time. The options used any or all of the above shall be at the discretion of the employee in order of desire. In an instance where an employee wants to diminish the loss of sick leave, such employee shall turn over to the employer, the weekly disability check and in return, the employer shall credit the employee weekly with the portion of the sick leave used in each week which is paid for by the employee's disability check.

Retiree Health Insurance

Management/Confidential employees as well as the Mayor will qualify for retirement health insurance after working 10 consecutive full-time years with the City of Kingston (including time worked as non-management/confidential employee) at a rate of 100% for the retiree. All employees covered under this policy must retire into the New York State Retirement Plan upon separation from City employment in order to qualify for retiree health insurance.

Management/Confidential employees wishing to continue family coverage may use their sick leave accruals to pay their family share of health insurance by requesting to have their payout held in an

escrow account to be applied to their dependent health insurance coverage until it has run out. The family share portion (50%) is calculated by subtracting out the Single rate from the Family rate and dividing by 2.

If the employee opts against the escrow account, payments for dependent coverage will be made to the Civil Service Office until such time that pension deductions take effect.

Longevity

Management/Confidential employees shall receive a longevity payment for each full year worked after their fifth consecutive year which shall be paid in a lump sum upon their anniversary date.

Longevity payments will increase as indicated below:

Period of Employment	Longevity Amount
Upon completion of 5 years	\$900.00
Upon completion of 10 years	\$1,350.00
Upon completion of 15 years	\$1,800.00
Upon completion of 20 years	\$2,250.00
Upon completion of 25 years	\$2,700.00
Upon completion of 30 years	\$3,150.00

Payroll

Payroll is submitted on a bi-weekly basis. Depending on the location where you work there may or may not be a lag in pay. Payroll is due to the Comptroller's Office no later than 9:00am on the Monday morning the week of the payday. However, the due date for payroll may be temporarily modified by the Comptroller's Office to allow for adequate processing time due to holidays, staffing availability, or other reasons. Management/Confidential employees are responsible for submitting their own payroll as well as their employees if applicable. A blank payroll sheet can be found on the shared server under "forms and policies".

Travel Policy/Reimbursement

Upon proper authorization, Management/Confidential employees and the Mayor will be reimbursed for expenses associated with carrying out City business, including, but not limited to, meals, lodging, mileage, parking, highway tolls, and training and membership fees. The Comptroller reserves the right to reject reimbursement requests that are deemed unreasonable or inappropriate. A voucher with all required documentation and corresponding receipts must be submitted to the Comptroller's Office in order for the reimbursement to be processed.

Meal reimbursement – Meal reimbursement will be in accordance with the "CONUS Rates".

Mileage – An employee who is directed to use the employee's own vehicle to conduct City business will be reimbursed at the allowable mileage rate established Internal Revenue Service ("IRS rate"), or as set forth in an applicable collective bargaining agreement, as the case may be.

Vehicle Usage - All vehicles and related equipment of the City of Kingston are owned and maintained for the purpose of conducting official business of the City. Said vehicles and equipment may not be used for the personal use or private gain of any official or employee, nor for any other purpose which is not in the general public interest.

Standards – For the purpose of compliance with this policy, the following standards must be met at all times:

- City vehicles and related equipment must remain under the general administrative jurisdiction and direction of the Department to which it is assigned
- City vehicles must be assigned to specific City officials and employees for specific purposes and tasks. Said vehicles may not be used for any unauthorized purpose nor to conduct personal, private, or non-City related business
- City vehicles must always be operated in a safe and responsible manner and in compliance with all applicable motor vehicle and traffic laws in effect. Employees are responsible for any driving infractions or fines that result from their operation of City vehicles, and must report them to the Mayor. The City is responsible and will pay for any fines which would typically be levied against the owner of the vehicle
- Any accident involving a City vehicle, regardless of severity, must be reported immediately to the Mayor and Corporation Counsel. The employee must immediately report the accident to the Safety Officer. The Safety Officer will investigate the accident and file all required reports to the appropriate agencies and departments
- The use of a cell phone when driving on City business must be compliant with all applicable laws and/or regulations
- City vehicles may not be used to transport persons who are not officials or employees of the City of Kingston, nor material not related to the conduct of official City business, without direct authorization by the Mayor
- City vehicles must always be maintained in a safe and secure condition when not in use, including being locked and/or under direct observation; and all keys maintained under controlled and authorized jurisdiction of the appropriate Management/Confidential employee

No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on City vehicles at any time, except those of a limited community service nature which have been authorized by the Common Council.

An employee who is required to drive either a City-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the City, must possess at the time of appointment, and must maintain throughout employment, a valid New York State driver's license. Proof of such license must be on file with the City. If a personal vehicle is used to conduct business on behalf of the City, the employee is responsible for ensuring liability insurance coverage meeting NYS requirements is appropriately maintained.

Tuition Reimbursement

Upon proper authorization, Management/Confidential employees will be reimbursed for professional licenses and/or training courses that are directly related to the employee's present job.

Miscellaneous Provisions

Release of Employee Information

Management/Confidential employees are responsible for all information released by their department. Corporation Counsel should be consulted prior to releasing any such information that pertains to personnel matters.

Standards of Conduct

Management/Confidential employees and the Mayor are expected to serve and protect the City's legality. They should comply with all environmental, safety and fair dealing laws.

Management/Confidential employees are to be ethical and responsible when dealing with the City's finances, products, partnerships and public image.

Management/Confidential employees should respect their colleagues. Discriminatory behavior, harassment or victimization will not be tolerated. Employees should conform with the City's equal opportunity policy in all aspects of their work, from recruitment and performance evaluation to interpersonal relations.

Management/Confidential employees should fulfill their job duties with integrity and respect toward the employees, public and the community. Management/Confidential employees should not abuse their authority. Management/Confidential employees are expected to delegate duties to their team members taking into account their competences and workload.

Management/Confidential employees must be open for communication with their colleagues, employees and the general public.

Equal Employment Opportunity Policy

It is the policy of the City of Kingston to afford equal opportunity in employment without regard to age, race, religion, color, national origin, sex, disability, marital status, sexual orientation and other non-merit factors in compliance with State and Federal Law.

Management/Confidential employees are responsible for implementation of this policy in performance of their duties.

Emergency Closure Policy

When City Hall closes and/or employees are directed to leave work as a result of a State of Emergency declared by the Mayor, employees who have notified the City of an absence chargeable to their leave accruals before the emergency has been declared, shall not be allowed to change or withdraw such leave request and thereby achieve a windfall benefit. The Mayor may terminate the emergency declaration at any time when, in his or her sole judgement, the conditions have improved to warrant such determination. Coincident therewith, the excused absence and pay procedures in effect during the declared emergency closing shall cease to be in effect.

Near Relatives Policy

Definition of "Near Relatives"

"Near relatives", for the purpose of this policy, are defined as:

Employee's spouse or ex-spouse
 Parents or Step-parents
 Siblings or Step-siblings
 Aunts or Uncles

Children or step-children
 Grandchildren or Step-grandchildren
 First Cousins
 Nieces or Nephews

Near relatives also include like relations of the employee's spouse.

This definition shall cover any person related to the employee by birth, adoption or marriage.

The City permits members of the same family to work at the City. However, the City will not authorize an appointment, new hire, or promotion, where employment would result in a direct supervisor/subordinate relationship between near relatives.

Any person elected or appointed to public office, or serving as a Management/Confidential employee shall not give employment as a deputy, assistant, clerk or other class of departmental employee to any near relative or to an unrelated individual sharing a spousal relationship with an employee.

Specific to the supervisory relationship the following guidelines will govern these situations:

1. Near relatives or unrelated persons sharing a spousal relationship shall not work in the same department when there is a direct supervisory relationship between them or if the employee is in the near relative's or unrelated person sharing a spousal relationship's chain of command.
2. No employee will be permitted to participate in the hiring of, recommend the hiring of or hire a near relative.
3. One near relative may not directly supervise another near relative or work in a position which has an audit or control function over the relative.
4. Near relatives will not be involved in evaluating each other's job performance or in making recommendations for salary adjustments, promotions or other decisions.

Marriage

When two existing employees marry, and a determination has been made that a potential for adverse impact exists the Supervisor- in conjunction with Civil Service – shall make reasonable efforts to minimize problems of supervision, or safety, security or morale through reassignment of duties, relocation or transfer.

Pre-Existing Family Relationships

Any pre-existing family relationships (near relatives) that predate this Policy shall be exempt under this Policy. However, if the existing employment relationship is changed so that this conflict no longer exists, i.e., the near relative is in a position that no longer directly reports to the near relative supervisor; this policy will apply for future employment decisions, i.e. the near relative's supervisor then could no longer reemploy the relative in a directly subordinate position.

Civil Service Law

In the event of a conflict between the New York State Civil Service Law and this policy, Civil Service Law will govern.

Code of Ethics

Management/Confidential employees are expected to read the current Code of Ethics policy and follow the procedures for abiding by this policy at all times.

Financial Statements are due no later than February 15th of each year for those titles listed in the Code of Ethics policy.

EXHIBIT A

MANAGEMENT
REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, _____, hereby request a decline and waiver of health insurance provided by the City for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of City health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: _____

Coverage provided by or through: _____

Name of organization or Employer

Subscriber Number: _____

Attached to this form is a copy of the identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for City provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form "Request to Resume Health Insurance Coverage" to re-establish City provided health insurance coverage and that the effective date for resumption of City provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the City as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.

3. I understand and agree that I will be compensated by the City for my waiver of health insurance coverage in accordance with the applicable terms of the Management/Confidential Employee Handbook detailing this area between the City and Management.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the City to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the City the necessary form to re-establish the health insurance coverage provided by the City in accordance with the requirements of the City's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the City's health insurance carrier. Upon resumption of my health insurance coverage through the City, the compensation I have received in connection with the waiver of health insurance coverage shall cease, in accordance with the terms of the Management/Confidential Employee Handbook by and between the City and Management/Confidential Employees.

Employee Signature _____ Print Name _____

Date: _____

City of Kingston Benefits Administration _____

Print Name _____

Date: _____

APPENDIX B

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, _____, hereby request to re-establish City provided health insurance which I had previously received from the City. I have attached a completed New York State Health Insurance Transaction Form, which is required by the health insurance carrier.
2. I understand and agree that the effective date for resumption of City provided health insurance coverage is subject to and conditioned on the requirements of the City's health insurance carrier.
3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be termination upon re-establishment of City provided health insurance coverage and in accordance with the applicable terms of this Agreement.

Employee Signature _____

Print Name _____

Date: _____

Accepted For The City of Kingston:

City of Kingston Benefits Administrator: _____

Print Name _____

Date: _____

Finance and Audit Committee Agenda Item Report

Meeting Date: December 12, 2018

Submitted by: Dee Sills

Submitting Department: Kingston Water Department

Item Type: Authorization Request

Agenda Section:

Subject:

Unpaid Water Dept. Charges

Suggested Action:

Attachments:

[20181210155736.pdf](#)

F.E.D



KINGSTON WATER DEPARTMENT
PO BOX 1537, CITY OF KINGSTON, NY 12402

November 20, 2018

City of Kingston Common Council
420 Broadway
Kingston, NY 12401

Honorable Members of the Common Council:

Pursuant to the Charter of the City of Kingston, New York, Chapter 16-5 and
Section 395-29 of the Administrative Code of the City of Kingston, NY:

C16-5:

Water charges shall be a lien upon real estate until paid. Annually, before December 1, the Board of Water Commissioners shall transmit a statement to the Common Council of water charges in arrears for more than three months, with a description of the affected property. The Common Council, upon receipt of the statement, shall cause such unpaid charges, with 6% thereon, to be levied in addition to the general city tax at the time of the next levy, and such charges may be enforced in the same manner as provided in the City Charter for the collection of property taxes. Unpaid water charges remaining unpaid for a prescribed period of time subject the affected property to tax foreclosure. The Comptroller will pay the Water Commissioners for unpaid water charges on or before June 10 in each year.

S395-29:

In the event that water rents are in arrears for more than three months, the water rents and interest and charges thereon shall become a lien upon the real estate against which the water rents shall have been laid, levied or charged.

A copy of the unpaid water and sewer charges that are to be re-levied on the 2019 general tax bills is attached.

Respectfully submitted,

Judith A. Hansen,
Superintendent

Cc: John Tuey, Comptroller



KINGSTON WATER DEPARTMENT

PO BOX 1537, CITY OF KINGSTON, NY 12402

THE FOLLOWING IS A LIST OF ALL **UN-PAID** WATER CHARGES DUE THE

KINGSTON WATER DEPARTMENT AS OF:

November 20, 2018

WHICH WILL BE RELEVIED ONTO THE

2019 GENERAL TAX BILLS:

WATER	AMOUNT	PENALTY	TOTAL
	\$348,007.21	\$35,767.30	\$ 383,774.51
TOTALS	\$348,007.21	\$35,767.30	\$ 383,774.51

PLEASE NOTE:

50% SEWER USAGE FEE PENALTY
DUE FROM COMPTROLLER:

\$23,165.88

TOTAL AMOUNT DUE KINGSTON WATER DEPARTMENT
FROM COMPTROLLER'S OFFICE:

\$ 406,940.39

SEWER TOTALS RELEVIED ONTO THE

2018 GENERAL TAX BILLS:

SEWER	AMOUNT	50% SEWER FEE	6% ADMIN FEE	TOTAL
	\$454,218.44	\$23,165.87	\$53,063.82	\$530,448.13
TOTALS	\$454,218.44	\$23,165.87	\$53,063.82	\$ 530,448.13

TOTAL SEWER:

\$ 530,448.13

GRAND TOTAL SEWER & WATER

\$ 937,388.52