LABOR AGREEMENT

BETWEEN

TOWN OF CICERO

AND

CICERO POLICE BENEVOLENT ASSOCIATION

JANUARY 1, 2011- DECEMBER 31, 2015

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THIS AGREEMENT, is made and entered into this ___ day of _____, 2013, by and between the Town of Cicero, New York (hereafter "Town") and the Cicero Police Benevolent Association (hereafter "PBA" or "Association,), collectively referred to as the "parties."

WHEREAS, the Town and the Association desire to promote and maintain harmonious and cooperative relations and to work together for the public safety, all in accordance with the Public Employees' Fair Employment Act;

NOW, THEREFORE, in consideration of the mutual covenants, understandings and agreements hereinafter contained, the Town, through its Chief Executive Officer and appropriate legislative body, and the Association, through its duly authorized representatives, have exchanged mutual promises, as follows:

ARTICLE 1

ASSOCIATION STATUS AND MANAGEMENT RIGHTS

Section 1: Association Status

A representation proceeding having been conducted between the parties hereto by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of the Procedure of the Board, it was certified that the Cicero Police Benevolent Association was designated and selected by a majority of the employees of the Town, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Included in the unit are all sworn Police Officers, Sergeants and Lieutenants; excluded are the Captain, Chief of Police, and civilian dispatcher(s).

Section 2: Town Management

The Association agrees that the Town has complete authority over policies and administration of the Town of Cicero Police Department, which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the terms of this Agreement.

Section 3: Management Rights

Except as expressly modified or restricted by a specified provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Town of Cicero Police Department, expressly the Chief of Police, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- To reprimand, suspend, discharge, or otherwise discipline employees for cause;
- To determine the number of employees to be employed;
- To determine their qualifications and assign and direct their work;
- To promote, demote, transfer, lay off by reversed seniority and recall back to work by seniority;
- To set standards of services and services delivered;
- To issue, amend and revise policies, rules, regulations and practices;
- To take whatever actions is either necessary or advisable to determine, manage, and fulfill the mission of the Town of Cicero Police Department and to direct the Department's employees.

The Department's failure to exercise any right, prerogative, or function hereby reserved to it, or the Department's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Department to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 2

PBA REPRESENTATION

The Town agrees to permit the PBA President and/or his/her duly authorized designee to confer during normal working hours with the appropriate Town representatives and employees in all matters relating to grievances and terms and conditions of employment without loss of pay. Such conferences will not exceed sixty (60) minutes during the duration of the shift, unless authorized by the shift supervisor.

ARTICLE 3

PBA TIME

The Association's members shall have the right to attend all regular monthly meetings and special meetings of the Association during their scheduled tours of duty with pay, so long as the meetings are held within the Town and providing said employees

are available via portable radio to respond to calls. Time out of service shall not exceed two (2) hours.

The PBA President or his/her designee shall be granted time off from his/her scheduled tour of duty with pay for the purposes of attending all regular and special sessions conducted by the New York State Union of Police Associations, Inc., which do not exceed more than (3) three scheduled working days per calendar year. The PBA President or designee may be relieved with pay to attend an Association conference for no more than (5) five days concurrently once per calendar year.

The PBA President or his/her designee shall be granted time off from his/her scheduled tour of duty without loss of pay for the purpose of representing the Association as an honor guard in the funeral of a police officer killed anywhere in upstate New York State in the line of duty. The Town shall provide such honor guard with a marked patrol car for the honor guard's use at no cost or expense to the honor guard.

ARTICLE 4

MEMBERSHIP DUES, AGENCY SHOP FEE AND ASSESSMENTS

Section 1: Membership Dues Deduction

Upon written authorization of the employee concerned, but no later than the first (1st) week of employment, or until the affected employee subsequently revokes the authorization, in writing, to both the Town and PBA, the Town shall deduct the membership dues established by the PBA from each payroll check of each employee, including all arrearages to date from the part-time employee who did not work in any workweek. The Town shall forward all dues deductions to the PBA no later than five (5) calendar days after the pay period in which the deductions occurred.

The PBA shall notify the Town, in writing, the established dues for deduction, and changes, as they occur.

Section 2: Agency Shop Fee Deduction

The Town agrees to deduct from the wages of an employee who does not provide written authorization for dues deduction as set forth in Section 1 herein, who is not a member of the PBA, but is represented by the PBA for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the PBA, provided that the PBA establish and maintain a procedure providing for the refund to any employee demanding the return of any or part of such Agency Shop Fee, deductions which represent the employee's prorated share of the expenditure by the PBA in aid of activities or causes incidentally related to terms and conditions of employment. The Town shall deduct the Agency Shop Fee from each payroll check of each employee, including all arrearages to date from the part-time

employee who did not work in any workweek. The Town shall forward all Agency Shop Fee deductions to the PBA no later than five (5) calendar days after the pay period in which the deductions occurred.

The PBA shall notify the Town, in writing, the established Agency Shop Fee for deduction, and changes, as they occur.

Section 3: Assessments

The Town agrees to deduct from the wages of an employee any assessment established by the PBA. The Town shall forward all assessments to the PBA no later than five (5) calendar days after the pay period in which the deduction occurred. The PBA shall notify the Town, in writing, the assessment to be deducted.

ARTICLE 5

CONTRACT NEGOTIATIONS

The PBA President, Vice President, Recording Secretary, or their designees, shall be granted time off with pay from their scheduled tours of duty to represent the Association in all contract negotiations, provided they are available via portable radio to respond to emergency calls.

ARTICLE 6

UNIFORMS AND EQUIPMENT

Section 1: Uniforms and Equipment

Upon hire, the Town shall, at its own cost and expense, provide the following initial uniforms and equipment to all employees:

• Long Sleeve Shirt	3 F/T and 2 P/T
• Short Sleeve Shirt	3 F/T and 2 P/T
• Protective Gloves	1 pair
• Rubber Gloves with Duty Belt Case	1
• Penal Law/CPL/V&T books with updates	1
• Wallet Badge with Case	1
• Pants	3 F/T and 2 P/T
• Name Plates	2
• Pants Belt (nylon or plain)	1
• Gun Belt (nylon or leather)	1
• Utility Belt Keepers	4
• Hat and Cover	1

- Winter Jacket w/liner 1
- Metal Breast Badge 1
- Jacket Badge Patches 2
- Handcuffs 1
- Handcuff Case 1
- Expandable Baton 1
- Baton Case 1
- Traffic Vest 1
- 9mm Glock Model 17 1
- Holster 1
- Ammunition Magazines (18-round capacity) 3
- Double Magazine Case or Equivalent 1
- Spring Jacket 1
- Rain Coat (short reversible type) 1 each employee
- Ballistic Vest with Quilted Outer Shell 1
  (Ballistic Vests will be replaced every 5 years from date of issuance)
- Collar Brass 2

Upon separation from service, an employee shall return the uniforms and equipment issued as set forth above.

Section 2: Footwear

The Town shall reimburse each employee, annually, for the purchase of footwear (shoes and/or boots), the following maximum amount:

1/1/11	1/1/12	1/1/13	1/1/14	1/1/15
$150.00	$150.00	$150.00	$175.00	$225.00

The Chief of Police or his/her designee will determine the color of such footwear and authorize replacement following inspection. A receipt will be required for reimbursement. Disputes relative to the Chief of Police's decision shall be grievable through Article 32 - Grievance Procedure herein.

Section 3: Clothing Allowance- Full Time Plain Clothes

Each full-time employee assigned to a plain clothes assignment shall receive a clothing allowance as follows:

1/1/11	1/1/12	1/1/13	1/1/14	1/1/15
$400.00	$400.00	$400.00	$425.00	$475.00

The above amounts shall be pro-rated in the event the employee assigned does not perform the plain clothes assignment for the full year. The above amounts shall be paid in equal payments in the first (1st) pay period following each calendar quarter. In the event the employee does not submit receipts for the quarterly amount to be paid, all applicable taxes shall apply. In the event the employee submits receipts for the quarterly amount to be paid, no taxes shall be taken out.

Section 4: Clothing Allowance – Part Time Plain Clothes

Each part-time employee assigned to a plain clothes assignment shall receive a clothing allowance as follows:

1/1/11	1/1/12	1/1/13	1/1/14	1/1/15
$250.00	$250.00	$275.00	$300.00	$325.00

Effective for the year 2013 and each year thereafter, an employee shall have to work a minimum of three hundred (300) hours for the year to be paid the full amount set forth above in the last pay period in December of each year. The above amount shall be prorated for the year if less than three hundred (300) hours are worked, which shall be paid as follows:

200 to 299 hours worked = 2/3rds of the above amount

Up to 199 hours worked = 1/3rd of the amount

In the event the employee does not submit receipts for the amount to be paid, all applicable taxes shall apply. In the event the employee submits receipts for the amount to be paid, no taxes shall be taken out.

Section 5: Transferees, Re-Assignees, etc.

Newly promoted, transferred or re-assigned employees to the Field Services Section shall be supplied, by the Town and at the Town's expense, with all additional clothing and/or equipment required in connection with their positions, which shall not exceed items as listed in Section 1 above.

Section 6: Replacement and Repair

Uniforms and equipment shall be replaced or repaired as needed at the Town's cost and expense. The decision as to whether a particular item needs to be replaced or repaired shall be made initially by the Chief or designee. Disputes relative to the Chief of Police's decision shall be resolved through Article 32 - Grievance Procedure herein.

ARTICLE 7

HOURS OF WORK

Section 1:

A. Full-Time Employee Shift Hours:

"A" Watch: 10:00 p.m. to 6:00 a.m.
"B" Watch: 6:00 a.m. to 2:00 p.m.
"C" Watch: 2:00 p.m. to 10:00 p.m.
"D" Watch: 8:00 p.m. to 4:00 a.m.

Watch Supervisor:

First shift: 8 hour consecutive period between 6:00 a.m. to 6:00 p.m.
Second shift: 8 hour consecutive period between 6:00 p.m. to 6:00 a.m.

Effective July 1, 2013, the shift hours for all full-time employees and Supervisors, shall be as follows:

"A" Watch – 10:00 p.m. to 6:00 a.m.
"B" Watch – 6:00 a.m. to 2:00 p.m.
"C" Watch – 2:00 p.m. to 10:00 p.m.

B. Part-Time Employee Availability

Effective July 1, 2013, the Chief of Police or designee shall post and designate the specific availability for each "A", "B" and "C" Watch, no later than the first (1st) of each calendar month, for the ensuing calendar month for each part time employee to submit his/her availability for those designated Watches that are available to be worked. Each part time employee shall submit his/her availability in writing to the Chief of Police or designee, based on the posted and designated "A", "B" and "C" Watches that are available to be worked, no later than the fifteenth (15th) of each calendar month for the ensuing calendar month, as set forth herein. The Chief of Police or designee shall post the availability submitted no later than the twenty fifth (25th) calendar day of each month.

C. Minimum Staffing.

"A" Watch: 10:00 p.m. to 6:00 a.m.,
1 police officer per shift
Effective July 1, 2013 – 2 police officers per shift

"B" Watch: 6:00 a.m. to 2:00 p.m.,
2 police officers per shift

"C" Watch: 2:00 p.m. to 10:00 p.m.,
2 police officers per shift

"D" Watch: 8:00 p.m. to 4:00 a.m. shift will be filled by 1 employee when a Supervisor is not working

Effective July 1, 2013, and in addition to the part-time employee availability set forth above, each part-time employee shall also submit his/her availability to fill the "D" Watch for each calendar day of the week. The primary objective shall be to fill the "A", "B" and "C" Watches posted and designated for availability to be worked first, before the "D" Watch is filled each calendar day by a part-time employee. In the event, based on the part-time employees' submissions of availability and coverage for the "A", "B" and "C" Watches, that these Watches are not primarily filled by the fifteenth (15th) of each calendar month, the Chief of Police or designee may elect not to fill the "D" Watch each calendar day, with a part-time employee. However, the Chief of Police or designee shall have the option to offer overtime to full-time employees to fill the "D" Watch. The option shall be at the sole discretion of the Chief of Police, and if it is not filled by a full-time employee on overtime, it shall not be grievable, pursuant to Article 32- Grievance Procedure.

Watch Supervisor Shift:

Hours Determined by Chief of Police;
One (1) supervisor any eight (8) continuous hours between 0600-1800;
One (1) supervisor any eight (8) continuous hours between 1800-0600 hours
Effective July 1, 2013, this paragraph will be deleted in its entirety.

Shifts will be staffed based on minimum staffing as described in Section C. Part time employees will be given first preference based on seniority to fill vacant patrol shifts when staffing falls below minimum staffing as described in Section C.

Supervisor is defined as any employee holding the rank of Sergeant or Lieutenant assigned to the Field Services Section.

The Association agrees, however, that the duty hours of each shift listed above in Section 1(A) may be modified once annually during the life of this Agreement upon thirty (30) days written notice to the PBA. Effective July 1, 2013, this paragraph shall be deleted in its entirety.

The Chief of Police may establish, as needed, additional shifts to be filled by either full time or part time employees. Effective July 1, 2013, this paragraph shall be deleted in its entirety.

Fulltime employee(s) assigned to the crime resource section as Investigator shall work a 5/2 schedule (Monday – Friday) within the hours of 6:00 a.m. to 11:00 p.m. The employee will be provided with seventeen (17) days off to compensate for the regular 4/2 schedule field service section officers work. The additional days off will be scheduled as follows:

- November – March: 1 Friday off and 1 Monday each month although no two (2) investigators will be allowed to take the same pass day.
- April - October: 1 Friday off each month although no two (2) investigators will be allowed to take the same pass day.

Section 2: Shift Distinction.

The Chief of Police will determine which shifts and hours will be staffed by full-time employees. Changes will require thirty (30) days advanced notice. Effective July 1, 2013, this paragraph shall be deleted in its entirety.

The Chief of Police agrees that in the event an employee is reassigned and/or transferred, a notice of five (5) calendar days (excluding the date of notification, including the date of reporting to the new assignment) shall be given, except in the case of an emergency, as determined by the Chief of Police. A reassignment and/or transfer shall be defined as a change of pass group, watch, work assignment or work shift.

Section 3: Exchanges

Employees shall be allowed to exchange tours of duty and/or days off, so long as the exchange does not countermand a disciplinary assignment, training requirements, nor entitles either employee to overtime. Approval of the Chief of Police or his/her designee is required in all cases. Such approval shall not be unreasonably withheld.

Section 4: Changes in Schedule

After the schedule is completed, no deletions will be made unless pursuant to the provisions listed below or with the permission of the Chief of Police or his/her designee:

- Primary Full-Time Employment Conflict: automatic authorization for part-time employees only. This includes vacation approved by primary full-time employer.

- Vacation: Vacation shall be granted pursuant to Department rules and regulations.
- Removal from Completed Schedule (Part-Time employees only): to request leave for one (1) tour of duty, written notice at least five (5) days in advance of day requested off, not including day scheduled to work, is required. Authorization granted only with approval from Chief of Police or designee.
- Sick Leave: Sick leave is authorized pursuant to Department rules and regulations.
- Personal Leave: Only Full-Time employees shall be eligible for personal leave. Personal leave is authorized pursuant to Department rules and regulations.
- Leave of Absence: (Any Period of Time Consisting of Thirty [30] Days or More Concurrently): only with the recommendation of the Chief of Police and authorization from the Town Board.
- School: Schooling at any Accredited University, College, or Vocational School requires thirty (30) days notification and authorization from Chief of Police or his/her designee.

Section 5: Supervisory Staffing of Shifts

The Association agrees that one evening shift starting after 1800 hours, each day of the week and any other supervisory shift hereafter created will be staffed by a Sergeant. If a Sergeant is not available for a supervisory shift, then the shift may be staffed by a Senior Ranking Officer (SRO).

The Chief of Police maintains the sole and exclusive discretionary authority to establish the duties and responsibilities of the SRO position; determine the qualifications and training requirements for the position; and appoint one or more employees to the position, subject only to the following limitations:

a. The pool of employees eligible to apply for the SRO position will be comprised of those employees with at least three (3) years of service (FTE) with the Town Police Department.
b. Notwithstanding the foregoing, the Chief of Police will consider all eligible applicants for the position in a fair and equitable manner, and may not apply the qualifications or training requirements in an arbitrary and capricious manner to deny appointment to an otherwise qualified application who clearly and convincingly meets the requirements established by the Chief of Police.

If neither a Sergeant nor SRO is available, then the senior employee will take on responsibility of SRO. The SRO will be compensated one (1) hour overtime added per SRO shift. The Chief of Police may not act in the capacity of evening shift Sergeant.

Effective July 1, 2013, in the event there is no Sergeant scheduled and working on the "A", "B" or "C" Watch as set forth above, and there are two (2) full time employees working, the senior full-time employee shall be the Senior Ranking Officer (SRO), and be paid one (1) hour of overtime at his/her applicable overtime hourly rate of pay for that Watch. In the event there is one (1) full time and one (1) part time employee working on a Watch, the full time employee shall be the SRO, and be paid one (1) hour of overtime at his/her applicable overtime rate of pay for that Watch. In the event there are only two (2) part-time employees working on the "A", "B" or "C" Watch as set forth above, the senior part time employee shall be the SRO, and be paid one (1) hour of overtime at his/her applicable overtime rate of pay for that Watch.

Section 6: Work Year and Cycle.

A work year for full-time employees shall be 1944 hours. Unless otherwise agreed upon, all full-time employees shall have a work schedule commonly known as a "4-2," i.e., a work cycle consisting of four (4) consecutive days of work followed by two (2) consecutive days off, then repeat the cycle.

Section 7: Bidding of Shifts

The shifts for full-time employees shall be bid annually pursuant to Department rules and regulations. Unless otherwise provided by law, all full-time competitive class employees will make shift selections by their start date with the Town of Cicero Police Department. Seniority shall be defined as the employee with the earliest start date with the Town of Cicero Police Department. The senior employee will have the first (1st) selection, then the next senior employee, progressing in order to least senior employee.

Section 8: Part-Time Employee Maximum Hours

No part-time non-competitive status employee shall work in excess of 1040 hours annually. All employees shall work shifts not in excess of eight (8) hours per day unless authorized by the Chief or Police or designee. No employee shall work in excess of forty (40) hours per pay period unless authorized by the Chief of Police or designee.

Section 9: Part-Time Non-Competitive Employee Scheduling

Unless authorized by the Chief of Police or his/her designee, all part-time non-competitive status employees shall continue to select shifts in the "3/2" (40 hours per pay period) rotation based on availability. The shifts for part-time employees shall be selected by seniority pursuant to Department scheduling policy. Seniority in this case is determined by time served with the Town of Cicero Police Department.

Section 10: Hold-Over

If an employee scheduled for a regular tour of duty is unable to work that tour, the Chief of Police or his/her designee may hold over the least senior employee working the previous tour to work the vacant tour of duty, so long as any overtime is first offered to employees then working by seniority; and the hold-over does not conflict with the employee's primary employment schedule. In unanticipated situations where there is no employee available to "hold-over", the Chief of Police or his/her designee may compel unscheduled full-time employee(s) to report to work for that shift.

ARTICLE 8

HIRING AND PROMOTION OF COMPETITIVE STATUS FULL-TIME EMPLOYEES

The Chief of Police with the approval of the Town Board has ultimate authority in the hiring and promoting of all Police Officers in the Town of Cicero Police Department.

All appointments and promotions will be based on several factors, including seniority, performance, skills, attitude, knowledge of basic police practice, knowledge of laws, community awareness, and practice of community policing ideals.

Any employee who has transferred from another police agency must be employed with the Town of Cicero Police Department for at least one (1) year prior to being eligible for promotion.

Any full-time employee who is qualified may take the civil service police promotional exam as follows:

- Any employee working "A", "C", or "D" shift will have the shift off with pay if the exam is scheduled for the following day.
- If the employee is scheduled to work when the exam is administered, the employee will be relieved, with pay, to take the exam. Following the exam the employee will immediately return to work if the employee has four (4) or more hours remaining in the shift.

ARTICLE 9

OVERTIME

Section 1: Pay Rate.

Any employee who is required to work more than eight (8) hours continuously following the same tour of duty or more than forty (40) hours in a work week shall be paid for the additional time at one and one-half times (1½) the regular hourly rate, and shall be compensated for such time to the nearest one-quarter (1/4) hour.

Section 2: Eligibility.

All employees may be called upon to work overtime.

Section 3: Mandatory Assignments.

Mandatory assignments for full time employees will be administered based on reverse seniority and on a rotating basis. Unless there is an emergency need to mandate assignment to a full time employee, mandatory assignments will first be offered to part time employees on a voluntary basis based on reverse seniority and on a rotating basis.

ARTICLE 10

CALL-IN TIME

Section 1: Call-in:

Call-in is defined as being called back to duty after the employee has been relieved from duty and left the Department.

A full time employee who has completed his/her regular tour of duty and is called in back to work shall receive a minimum of three (3) hours pay at the applicable overtime hourly rate. Overtime hourly rate shall be defined as time and one-half.

A part time employee who has completed his/her regular tour of duty and is called-in back to work shall receive a minimum of three (3) hours pay at the applicable hourly rate.

Section 2: Re-call of Part Time Employee:

A part time employee who has completed his/her regular tour of duty and is recalled back to work within eight (8) hours of the completion of his/her previous tour of duty shall receive a minimum of three (3) hours pay at the applicable overtime hourly rate. A part time employee who works under said circumstance beyond the three (3) hour minimum shall also be compensated for such additional time at the applicable overtime hourly rate and shall be paid to the nearest one-quarter (1/4) hour. Overtime hourly rate shall be defined as time and one-half (1.5X).

Section 3: Holiday Call-In

Any part-time employee who has completed a regular tour of duty and is called in back to work within eight (8) hours of the completion of the previous tour of duty to work during a paid holiday time shall be compensated at double time (2X) overtime rate for a minimum of one (1) hour, or at the same double time (2X) overtime rate for the number of hours actually worked, if greater.

Section 4: On-Call Personnel

On-Call Personnel is defined as any employee who is listed on a formal on-call schedule for a specified period of time as determined by the Chief of Police.

Any on-call full-time employee who is called back to duty and officially responds will receive a minimum of (3) three hours at his/her respective overtime rate.

Any on-call part time employee who is called back to duty and officially responds will receive a minimum of (3) three hours of overtime pay and subsequent hours will be paid at overtime rate.

Section 5: Duty Chief

If an employee assigned as Duty Chief is contacted in that capacity pursuant to Department policy, then the employee shall be paid for three (3) hours at the applicable overtime rate.

Section 6: Emergency Call Back or Extenuation of Shifts

Emergencies, as defined below, can cause the Chief of Police to extend the tour of duty of any employee beyond his/her scheduled tour of duty, or order a full-time employee back to work. Employees can continue such extended tour of duty indefinitely provided that each assigned individual is given at least eight (8) hours of rest in every

twenty-four (24) hour period. During such periods of extended tours, the Town will provide meals.

Emergencies are defined as:

- Natural disasters such as snowstorms, floods, hurricanes or tornados, fires or earthquakes or other natural occurrences where the safety or well-being of the community is threatened.
- Man-made disasters or events such as plane crashes, large or serious accidents, hazardous material spill, power outages, or loss of life through accident or homicide, and any other situations where the public safety and well-being of the community is threatened.
- Circumstances that require additional manpower, such as events which cause large disorderly crowds to gather, strikes, and demonstrations.

Any employee called back to duty as a result of an emergency as described above will be paid as set forth in this Article.

ARTICLE 11

COURT TIME/HEARING PAY

Employees who appear in a court or any other legally constituted hearing, resulting from actions taken while working as an employee for the Town, when such appearance is not during the employee's regularly scheduled tour, shall receive a minimum of three (3) hours pay at the overtime hourly rate. Said employees who work beyond said three (3) hour minimum shall also receive pay at the overtime hourly rate for the hours worked. Court time shall include, but is not limited to, Village Court, Town Court, Supreme Court, County Court, Family Court, motor vehicle hearings, disciplinary hearings, civil hearings, felony hearings, juvenile hearings, or grand jury proceedings.

ARTICLE 12

JURY DUTY

When a full-time employee is summoned to or shows proof of jury duty, said employee shall be granted leave with full pay while completing said jury duty. The employee is required to report to work for his/her regularly scheduled shift before and after jury duty or when not required to report to jury duty. All jury duty hours must be verified by the court. Part-time employees will be paid for hours that were scheduled prior to jury duty appointment, and the employee must report for scheduled duty when not required to report for jury duty.

ARTICLE 13

SPECIAL ASSIGMENTS

When there are other than regular patrol assignments, e.g., traffic details, seatbelt details, STOP DWI, said special assignments may be posted on the bulletin board for five (5) days, except when emergency conditions exist, prior to making such assignments, and all eligible employees shall be allowed to sign up by seniority. Full-time employees will select special assignments by seniority with the Department; if the shift is not filled by a full-time employee, a part time employee may fill the assignment based on seniority with the Department.

ARTICLE 14

HOLIDAYS

The following shall be paid, observed holidays:

1. New Year's Day
2. Presidents' Day
3. Martin Luther King, Jr's Birthday
4. Easter Sunday
5. Memorial Day (Observed)
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day
13. Christmas Eve (from 5:00 p.m. to 12:00 midnight)
14. New Year's Eve (from 5:00 p.m. to 12:00 midnight)

A part-time employee who works on any of the enumerated Holidays set forth above, shall be paid his/her applicable hourly rate of pay for all hours, or part thereof, as follows:

1/1/11	1/1/12	1/1/13
1. New Year's Day (2X)	1. New Year's Day (2X)	1. New Year's Day (2X)
2. Presidents' Day (2X)	2. Presidents' Day (2X)	2. Presidents' Day (2X)
3. Martin Luther King, Jr.'s Birthday (2X)	3. Martin Luther King, Jr.'s Birthday (2X)	3. Martin Luther King, Jr.'s Birthday (2X)
4. Easter Sunday (2X)	4. Easter Sunday (2X)	4. Easter Sunday (2X)
5. Memorial Day Observed (2X)	5. Memorial Day Observed (2X)	5. Memorial Day Observed (2X)

6. Independence Day (2X)
7. Labor Day (2X)
8. Columbus Day (2X)
9. Veteran's Day (2X)
10. Thanksgiving Day (2X)
11. Day After Thanksgiving (2X)
12. Christmas Day (2X)
13. Christmas Eve (2X) (5:00 p.m. – 12:00 midnight)
14. New Year's Eve (2X) (5:00 p.m. – 12:00 midnight)

6. Independence Day (2X)
7. Labor Day (2X)
8. Columbus Day (2X)
9. Veteran's Day (2X)
10. Thanksgiving Day (2X)
11. Day After Thanksgiving (2X)
12. Christmas Day (2X)
13. Christmas Eve (2X) (5:00 p.m. – 12:00 midnight)
14. New Year's Eve (2X) (5:00 p.m. – 12:00 midnight)

6. Independence Day (2.5X)
7. Labor Day (2X)
8. Columbus Day (2X)
9. Veteran's Day (2X)
10. Thanksgiving Day (2.5X)
11. Day After Thanksgiving (2X)
12. Christmas Day (2.5X)
13. Christmas Eve (2X) (5:00 p.m. – 12:00 midnight)
14. New Year's Eve (2X) (5:00 p.m. – 12:00 midnight)

1/1/14

1. New Year's Day (2X)
2. Presidents' Day (2X)
3. Martin Luther King, Jr.'s Birthday (2X)
4. Easter Sunday (2X)
5. Memorial Day Observed (2X)
6. Independence Day (2.5X)
7. Labor Day (2X)
8. Columbus Day (2X)
9. Veteran's Day (2X)
10. Thanksgiving Day (2.5X)
11. Day After Thanksgiving (2X)
12. Christmas Day (2.5X)
13. Christmas Eve (2X) (5:00 p.m. – 12:00 midnight)
14. New Year's Eve (2X) (5:00 p.m. – 12:00 midnight)

1/1/15

1. New Year's Day (2X)
2. Presidents' Day (2X)
3. Martin Luther King, Jr.'s Birthday (2X)
4. Easter Sunday (2X)
5. Memorial Day Observed (2X)
6. Independence Day (2.5X)
7. Labor Day (2X)
8. Columbus Day (2X)
9. Veteran's Day (2X)
10. Thanksgiving Day (2.5X)
11. Day After Thanksgiving (2X)
12. Christmas Day (2.5X)
13. Christmas Eve (2X) (5:00 p.m. – 12:00 midnight)
14. New Year's Eve (2X) (5:00 p.m. – 12:00 midnight)

All full-time employees shall receive an additional eight (8) hours of pay for all holidays listed above. Full-time employees shall be paid for the holidays in one (1) check separate from the regular payroll check on the first (1st) payroll in December.

ARTICLE 15

BEREAVEMENT LEAVE

Full-time employees shall receive three (3) days paid leave for the death of the present spouse, a parent, child, sister, brother or a member of employee's immediate household. Additional time may be granted by the Chief of Police. Part-time employees shall be paid for any scheduled days that fall within five (5) days from the event.

An employee shall receive two (2) days paid leave for the death of a grandparent, any in-law, aunt, uncle, niece or nephew.

ARTICLE 16

REVIEW OF PERSONNEL RECORDS

All employees shall have the right to review their own personnel records during normal business hours, within seventy-two (72) hours of written request, via memo or e-mail.

ARTICLE 17

VEHICLE EQUIPMENT

Section 1: Mandatory Equipment

All official vehicles shall be equipped with a two-way police radio (scan able), air conditioning, electric powered seat (driver's side), cloth front seats, spotlights, emergency lights and sirens, shotguns (optional), first aid kits, flares, blankets, traffic cones, police protective screens and interior dome light for front and rear seats on separate switches, AM/FM radio, portable radios with "Officer Needs Assistance" buttons, and MCT's. All other equipment must be operable and safe to use.

Section 2: Safety Violations

If an employee encounters a piece of equipment, which is inoperable or unsafe to operate, it is his/her duty to report it to his/her supervisor immediately. It is the supervisor's duty to either resolve the same violation at once, or if he/she considers the situation not a safety violation, he/she must report it to the Chief of Police immediately and make him/her aware of the situation. Should the condition not be resolved immediately after the review by the Chief of Police and the PBA feels it is a safety violation, the PBA will process the grievance pursuant to Article 32 – Grievance Procedure herein.

ARTICLE 18

EMPLOYEE RIGHTS/DISCIPLINARY INVESTIGATIONS

The wide-ranging powers and duties given to the Police Department and its employees involve them in various manners of contact and relationships with the public. Out of these contracts may come questions concerning the actions of an employee. These questions may require investigation by supervisory employees designated by the Chief of Police in connection with disciplinary proceedings regarding conduct unbecoming an employee. In an effort to ensure these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted concerning disciplinary proceedings regarding conduct unbecoming an employee:

1. Interrogation of an employee shall be at a reasonable hour, unless waived by the employee and/or unless on extended leave. Any employee interviewed while off-duty will be compensated at the applicable hourly rate.
2. The employee shall be informed of the nature of the investigation before any interrogation is commenced.
3. The employee shall not be subject to any offensive language nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
4. In no event shall an employee be ordered to submit to a lie detector or polygraph test.
5. If an employee is under arrest or likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be advised and given his/her rights pursuant to the current decisions of the United States Supreme Court and the Courts of New York State.
6. Employee rights:

    a. An employee shall be entitled to representation by the PBA or an attorney at each step of the disciplinary procedure.
    b. No recording device or stenographic or other record shall be used during interrogation unless the employee and his/her representative are advised in advance that a transcript is being made and is, thereafter, supplied a copy of the record.
    c. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the Town. Discipline shall be by just cause.
    d. An employee shall not be coerced, intimidated, or suffer any reprisals, either directly or indirectly, that may adversely affect his/her hours, wages, or working conditions as a result of the exercise of his/her rights under this procedure.

7. An employee shall, after consultation with the PBA President or the PBA attorney or his/her personal attorney, submit an administrative memo regarding his/her actions, of a police nature, detailing all facts in the matter of the investigation. Such memos shall not be considered an admission against self, nor shall such memos be introduced or admissible in any disciplinary proceeding.
8. All part-time non-competitive employees hired prior to January 1, 2003, will be provided all rights and protections under New York State Civil Service Law, Title B, Section 75.
9. All part-time non-competitive employees hired after January 1, 2003 will be provided all rights and protections as they are eligible for based on their qualifications pursuant to New York State Civil Service Law, Title B, Section 75 (1. b-c).
10. The hearing officer in any hearing under Section 75 of the Civil Service Law shall be an arbitrator mutually agreed to or appointed from a list provided by the New York State Public Employment Relations Board. The Hearing Officer's recommendation shall be binding upon the Town and its agents, except that the recommended punishment may be decreased by the Town. Eligible employees shall maintain their rights of appeal as stated in Section 75 of the Civil Service Law.

ARTICLE 19

EMPLOYEE RIGHTS/CRIMINAL INVESTIGATIONS

The wide ranging powers and duties given to the Police Department and its employees involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of employees. If an employee is a witness, suspect, or the target of a criminal investigation, any inquiries and/or investigations relative to the employee's conduct and/or actions will be conducted in a manner so as not to deprive him/her of his/her constitutional rights. Such employee shall have the right to consult with and be represented by an attorney provided by the PBA and his/her own attorney, at all steps of the inquiry and/or investigation. Further, the employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant, or no such interrogation shall take place. No employee shall be subject to discipline for a failure or refusal to cooperate in a criminal investigation in which the employee is a suspect or target.

ARTICLE 20

DEFENSE, INDEMNIFICATIONAND PUNITIVE DAMAGES

The Town hereby agrees to defend, indemnify, and hold harmless all employees against all claims arising from the performance of duties, except as prohibited by law.

ARTICLE 21

PENSIONS

The Town shall adopt and provide all eligible employees the retirement plan under New York State Retirement and Social Security Law Section 384(d).

ARTICLE 22

TRAINING

Section 1: Training

a. Each employee shall receive a minimum of twenty-one (21) hours paid in-service training per year. Effective January 1, 2013, each employee shall receive a minimum of twenty-four (24) hours paid in-service training per year. Unless otherwise authorized to be absent from training by the Chief of Police or his/her designee, all employees will attend and successfully complete all in-service training sessions.

b. The following training is mandatory for all employees:
   (i) Firearms qualifications;
   (ii) Less than lethal substance/devices (Pepper Spray);
   (iii) Use of force;
   (iv) ASP Baton; and
   (v) Legal updates.

   Effective January 1, 2013, the following training is mandatory for all employees:

   (i) Firearms qualifications;
   (ii) Less than lethal substance/devices (Pepper Spray);
   (iii) Use of force;
   (iv) ASP Baton;
   (v) Legal updates;
   (vi) Domestic Violence;
   (vii) Blood Borne Pathogens;
   (viii) Juvenile Updates.

   Failure to attend any of the above training sessions, including any schedule make-up sessions, may result in disciplinary action.

c. Personnel assignments to training sessions, schools, conferences, other than in-service training, must be approved by the Chief of Police. The selection of personnel to attend training sessions, schools, or conferences will be determined by the Department's need, value added to the department, skills required and with the approval of the Chief of Police.

d. The Town agrees to pay its employees should (i) the State mandate training for current personnel, and/or (ii) an employee be ordered to attend a school. Said attendance shall be deemed to be in the line of duty and when so attending the employee shall receive his/her usual pay and prior approved reimbursement for actual and necessary expenses. When attending a school the employee will be paid no more than eight (8) hours per day unless otherwise authorized by the Chief of Police. Effective January 1, 2013, when attending a school or authorized training class, an employee shall be paid for all hours, or parts thereof, from portal to portal. The employee shall be reimbursed for all meals, tolls and/or parking within seven (7) calendar days after submission of a voucher and receipts.

ARTICLE 23

DAMAGE TO PERSONAL PROPERTY

If an employee suffers the loss and/or damage of any personal property, i.e. eyeglasses, lenses, dentures or similar prosthetic devices, and/or other kinds of wear and apparel, in the line of duty, the Town agrees to replace at no cost to the employee the value of said property, and the same shall be reimbursed by the Town with the Chief of Police's approval unless the employee is otherwise reimbursed from a different source.

ARTICLE 24

ASSOCIATION PRIVILEGES

Section 1: Notices and Communications.

The Association shall have the right to post notices and communications to employees on the PBA bulletin board maintained on the premises and facilities of the Town.

Section 2: Use of Computers/E-Mail and Photocopiers

The Town shall allow the PBA President and an alternate reasonable use of Police Department Computer/E-Mail and photocopy machines for responsible PBA business only.

ARTICLE 25

BASE WAGE, HOURLY RATE OF PAY, LONGEVITY, SHIFT DIFFERENTIAL AND OUT-OF-TITLE PAY

Section 1: Full-time Base Wage

All full-time employees shall be paid pursuant to the following schedule.

Step	Years of Service	1/1/11(1)	1/1/12(1)	1/1/13(1)
1	Starting	$38,997	$39,582	$40,374
2	Starting 2nd Year	$40,978	$41,593	$42,425
3	Starting 3rd Year	$44,690	$45,360	$46,267
4	Starting 4th Year	$47,564	$48,277	$49,243
5	Starting 5th Year	$56,372	$57,218	$58,362
6	Starting 6th Year	$58,414	$59,290	$60,476
7	Starting 7th Year	$61,035	$61,952	$63,191
	Sergeant(s)*	$66,535	$67,952	$69,352
	Lieutenant(s)**	$69,735	$71,252	$72,820

Step	Years of Service	1/1/14	1/1/15
1	Starting	$41,181	$42,519
2	Starting 2nd Year	$43,274	$44,680
3	Starting 3rd Year	$47,192	$48,726
4	Starting 4th Year	$50,228	$51,860
5	Starting 5th Year	$59,529	$61,464
6	Starting 6th Year	$61,686	$63,691
7	Starting 7th Year	$64,455	$66,550
	Sergeant(s)*	$70,739	$73,039
	Lieutenant(s)**	$74,276	$76,691

* The Sergeant(s) shall be paid a differential over and above Step 7 as follows:

1/1/11(1)	1/1/12(1)	1/1/13(1)	1/1/14	1/1/15
+$5,500.00	+$6,000.00	9.75%	9.75%	$9.75%

** The Lieutenant(s) shall be paid a differential over and above the Sergeant's differential as follows:

1/1/11(1)	1/1/12(1)	1/1/13(1)	1/1/14	1/1/15
+$3,200.00	+$3,300.00	5.0%	5.0%	$5.0%

(1) NOTE: The above Base Wage increases for January 1, 2011, January 1, 2012, and January 1, 2013 shall be applied to the schedule as set forth above, but payment shall not begin until July 1, 2013, at which time all full-time employees shall be paid pursuant to the above. All full-time employees shall continue to be paid pursuant to the Base Wage schedule of January 1, 2010, including any step movement through June 30, 2013.

Any part-time employee appointed to a full-time position will be placed into the appropriate Step based on the total full-time equivalent years (FTE) with the Town of Cicero Police Department. FTE time with the Department will be rounded off to the nearest whole number (<.50=>). Following a full-time appointment, future step advancements will be determined by full-time anniversary appointment date. Effective December 31, 2012, this paragraph shall be deleted in its entirety.

Section 2 – Part-time Hourly Rate Schedule

Step	Years of Service	1/1/11	1/1/12
1	Starting	$16.95/hr	$17.50/hr
2	Starting 2nd Year	$17.80/hr	$18.35/hr
3	Starting 3rd Year	$19.40/hr	$20.00hr
4	Starting 4th Year	$20.00/hr	$20.65/hr
5	Starting 5th Year	$22.85/hr	$23.55/hr
6	Starting 6th Year	$24.60/hr	$25.35/hr
7	Starting 7th Year	$25.70/hr	$26.50/hr

Step	Years of Service	1/1/13	1/1/14
1	Starting	$18.10/hr	$18.80/hr
2	Starting 2nd Year	$19.00/hr	$19.75/hr
3	Starting 3rd Year	$20.70/hr	$21.50hr
4	Starting 4th Year	$21.40/hr	$22.25/hr
5	Starting 5th Year	$24.35/hr	$25.25/hr
6	Starting 6th Year	$26.20/hr	$27.10/hr
7	Starting 7th Year	$27.40/hr	$28.40/hr

Step	Years of Service	1/1/15
1	Starting	$19.60/hr
2	Starting 2nd Year	$20.60/hr
3	Starting 3rd Year	$22.40/hr
4	Starting 4th Year	$23.20/hr
5	Starting 5th Year	$26.25/hr
6	Starting 6th Year	$28.15/hr
7	Starting 7th Year	$29.50/hr

Steps for part-time employees are based on the number of actual full-time equivalent years (FTE) years employed by the Town of Cicero Police Department. Effective January 1, 2013, this paragraph shall be deleted in its entirety.

Section 3 – Full and Part Time Longevity Schedules

Each employee shall be paid longevity pursuant to the following schedules:

FULL-TIME EMPLOYEE

Months of Service	1/1/11	1/1/12	1/1/13
12-36	$ 250.00	$ 250.00	$ 250.00
37-61	$ 350.00	$ 350.00	$ 350.00
61-120	$ 600.00	$ 600.00	$ 600.00
121-180	$ 850.00	$ 850.00	$ 850.00
181-240	$1,000.00	$1,000.00	$1,000.00
241 and Above	+$50.00 for every add'l 12 mos. served above 241 mos.	+$50.00 for every add'l 12 mos. served above 241 mos.	+$50.00 for every add'l 12 mos. served above 241 mos.

Months of Service	1/1/14	1/1/15
12-36	$ 300.00	$ 350.00
37-61	$ 400.00	$ 450.00
61-120	$ 650.00	$ 700.00
121-180	$ 900.00	$ 950.00
181-240	$1,050.00	$1,100.00
241 and Above	+$75.00 for every add'l 12 mos. served above 241 mos.	+$100.00 for every add'l 12 mos. served above 241 mos.

The above amounts are not cumulative, and shall be paid in the first (1st) pay period of December each year, or the first (1st) pay period following separation, on a pro-rated basis (example: worked 10 months, paid 10/12ths of the above amount). The above amount shall be included in the employee's hourly rate of pay based on his/her work schedule.

PART-TIME EMPLOYEE

Months of Service	1/1/11	1/1/12	1/1/13
12-36	$150.00	$175.00	$200.00
37-61	$200.00	$225.00	$250.00
61-120	$325.00	$350.00	$375.00
121-180	$425.00	$450.00	$475.00
181-240	$525.00	$550.00	$575.00
241 and Above	+$50.00 for every add'l 12 mos. served above 241 mos.	+$75.00 for every add'l 12 mos. served above 241 mos.	+$100.00 for every add'l 12 mos. served above 241 mos.

Months of Service	1/1/14	1/1/15
12-36	$225.00	$250.00
37-61	$275.00	$300.00
61-120	$400.00	$425.00
121-180	$500.00	$525.00
181-240	$600.00	$625.00
241 and Above	+$125.00 for every add'l 12 mos. served above 241 mos.	+$150.00 for every add'l 12 mos. served above 241 mos.

The above amounts are not cumulative, and shall be paid in the first (1st) pay period of December each year, or the first (1st) pay period following separation, on a pro-rated basis (example: worked 10 months, paid 10/12ths of the above amount). The above amount shall be included in the employee's hourly rate of pay based on his/her work schedule.

A part-time employee shall be required to work a minimum of three hundred and fifty (350) hours each year for the above payments to be made.

Section 4 – Step and Longevity Placement and Advancement

FULL-TIME EMPLOYEE

The employee shall advance through the Base Wage Steps and Longevity Schedule on his/her appointment as a full-time employee (example: hired January 15, 2010, moves to Step 2 on January 15, 2011 and so on). An employee who is part time and hired as a full time employee, shall be equally credited towards the full-time months of service for the payment of longevity. (Example: part-time for 37 months and is hired as a full-time employee, the same 37 months shall be credited for full-time longevity payment).

The Town shall place a resignation reinstatement of a full-time employee from another law enforcement agency (example: Village, Town, Sheriff's Office or City), at the Base Wage Step that provides an increase to his/her annual rate of pay at the time of resignation (example: making $40,000 at the time of resignation, placed at Step 2 of the 2011 schedule herein). Thereafter, that employee shall advance as set forth above. The Town shall place all transfers of an employee from another law enforcement agency (example: Village, Town, Sheriff's Office or City), at the Base Wage step and longevity, if applicable, as set forth in this Article.

PART-TIME EMPLOYEE

Effective January 1, 2013 each part-time employee shall be placed one (1) Step higher than the Step he/she was on as of December 31, 2012, and thereafter advance through the hourly rate schedule set forth above for every nine hundred and seventy two (972) hours worked. Each part-time employee as set forth below shall be placed on the hourly rate schedule as of January 1, 2013 as follows:

1. David Butler	$27.40/hr.
2. Eric Flansburgh	$18.10/hr.
3. Brian Fortino	$18.10/hr.
4. John Fortino	$27.40/hr.
5. Wayne Freeman	$27.40/hr.
6. James Gray	$27.40/hr.
7. Heidi Mahan	$26.20/hr.
8. Bruce Main	$27.40/hr.
9. John Zepp	$27.40/hr.

The above named individuals shall be paid his/her hourly rate of pay retroactively for the years 2011 and 2012 pursuant to the hourly rate schedule set forth above, based on the full time equivalent years (FTE) applied through December 31, 2012.

A part-time employee who is appointed to a full-time position, shall be placed on the appropriate Step of the Base Wage Schedule based on the total full-time equivalent hours worked to date in the Police Department (example: worked 1944 hours, placed at Step 2).

Section 5: Shift Differential

An employee who works between the hours of 6:00 p.m. to 6:00 a.m. shall be paid a shift differential for each hour, or part thereof worked, as follows:

1/1/11(1)	1/1/12(1)	1/1/13(1)
+$.50/hr	+$.55/hr	+$.60/hr

An employee who works between the hours of 2:00 p.m. to 6:00 a.m. shall be paid a shift differential for each hour or part thereof worked, as follows:

1/1/14	1/1/15
+$.65/hr	+$.75/hr

(1) NOTE: The above shift differential increases shall not be paid to any full-time employee for the period of January 1, 2011 through December 31, 2013. The full-time employee shall continue to be paid at the January 1, 2010 hourly rate of +$.45/hr for the period of January 1, 2011 through December 31, 2013. However, each part-time employee, whether worked or not, shall be paid a lump sum shift differential of $25.00 for the years 2011 and 2012, for a maximum of $50.00. Effective January 1, 2013, each part-time employee shall be paid the shift differential as set forth above. All full-time employees shall be paid the shift differential as set forth above effective January 1, 2014.

Section 6: Field Training Officer

Any employee selected by the Chief of Police to be a Field Training Officer will receive one (1) hour of overtime at the end of each shift where the employee has a probationary employee in the field training program assigned to him/her.

Section 7: Disability Pay. Effective September 28, 2011, al reference in this section to General Municipal Law Section 207-c shall be deleted in its entirety, and covered pursuant to Article 37 – General Municipal Law Section 207-c Procedure.

All employees shall be entitled to all rights under law pertaining to injuries or illnesses incurred whether on duty or off duty including the provisions of the Workers' Compensation Law (WCL) and General Municipal Law (GML) Section 207-c.

Part-time employees who suffer an on the job injury or illness covered by the WCL and/or GML section 207-c shall be paid by the Town their wages or salary as prescribed by law.

All employees who have suffered an on the job or line of duty injury or illness that is covered by the WCL and/or GML section 207-c shall remain eligible for all contractual terms and benefits notwithstanding any absence from work caused by said injury or illness.

Section 8: Out of Title Pay.

An employee who is requested or required to work in a higher rank, title or grade shall be paid the rate for the higher rank, title or grade for all time worked in the higher title or grade.

Section 9: Deferred Payroll Savings Plan

The deferred payroll savings plan and direct deposit shall be made available to employees.

Section 10: Pay For Outside Contracted Work

For any work where a contract for services has been established between the Town and an outside private company or organization (e.g., North Syracuse School District, etc.), employees will receive a flat rate hourly wage of thirty dollars ($30.00) per hour. This rate shall be the same for all employees, whether part-time, full-time, or in different pay grades. Outside contracted work hours shall not be included in any calculation of overtime pay under any circumstances.

ARTICLE 26

PERSONAL LEAVE

Full-time employees shall receive four (4) days of paid personal leave per year. Personal leave shall be credited to the employees each January 1st.

All personal leave may be used in increments of the employee's choice, but no less than one (1) hour. Personal leave may not be used to extend vacation or holiday periods. Personal leave may not be carried from year to year.

ARTICLE 27

VACATIONS

Full-time employees shall have paid vacation leave based upon all time served with the Town of Cicero Police Department as follows:

Months of Service	Vacation Days
6-12	5
13-36	10
37-96	16

97-112	21
113+ 180	26

1 additional day for every year over 15 (181 months) years of service with the Town of Cicero Police Department

All full-time competitive class employees will make vacation selections pursuant to Department Rules and Regulations by their seniority. Seniority shall be defined as the employee with the earliest start date with the Town of Cicero Police Department. The senior employee will have the first selection, then the next senior employee, progressing in order to least senior employee.

Employees may carry over no more than twenty-four (24) hours of vacation to the next year with the approval of the Chief of Police. If there are exigent circumstances the employee may be authorized to carry over more than twenty-four (24) hours of vacation with the approval of the Chief of Police.

Vacation time must be used pursuant to Department Policy and Procedure.

Employees will be paid for any unused vacation at time of separation of employment with the Town of Cicero Police Department.

Vacation time may not be used for special assignments that are not considered regular duty, such as community events details, STOP, STEP, Buckle-Up NY, etc.

ARTICLE 28

SICK LEAVE

Section 1: Sick Leave Accrual:

Full-time employees shall be credited with ninety-six (96) hours on January 1st of each year, which represent twelve (12) sick leave days a year.

Five (5) sick days (40 hours) per year may be used as family sick days for immediate family only wife, children, mother, father, mother in-law, father in-law.

Employees may donate accrued sick leave time to other employees in need of extra sick leave time at the approval of the Town Board.

Section 2: Sick Leave Payment:

A full-time employee who has completed a minimum of ten (10) years of service with the Town, shall be paid for all unused accumulated sick leave over three hundred

and fifty (350) hours (43.75 days), at the rate of pay in effect upon separation. In the event of retirement, the full-time employee shall have the option to be paid for all unused accumulated sick leave at the rate of pay in effect at that time, or apply all or designate a specific number of unused accumulated sick leave days as set forth in Article 29 – Health Insurance regarding retirement (Example: An employee has 155 sick leave days accumulated, applies 150 days pursuant to Article 29- Health Insurance regarding retirement and is paid for 5 days).

Section 3: Sick Leave Incentive

A full-time employee shall be paid a sick leave incentive each year, in the second (2nd) pay period of January, at the rate of pay in effect on December 31st, based on the following schedule:

Sick Days Used	1/1/11 Amount Paid	1/1/12 Amount Paid	1/1/13 Amount Paid	1/1/14 Amount Paid	1/1/15 Amount Paid
0	$450.00	$450.00	$450.00	1% of Base Wage	1.5% of Base Wage
1	$300.00	$300.00	$300.00	1/2% of Base Wage	3/4% of Base Wage

ARTICLE 29

HEALTH INSURANCE

Section 1: Obligations

Town Obligation:

The Town will provide major medical and hospitalization insurance coverage and benefits for full-time employees and their dependents.

Health Insurance for Active Employees

Town Obligation:

Effective January 1, 2012, the Town shall provide major medical and hospitalization health insurance coverage and benefits to all full-time employees and their dependents in the Excellus SB-C-11 Simply Blue $15/$25 co-pay plan, which overview is attached hereto as Appendix "A"and made a part of this Agreement, which also includes a comparison overview of the previous health insurance plan, the Excellus Blue Cross Blue Shield Blue EPO-Balance Option 11. In settlement of the change to the Excellus SB-C-11 Simply Blue $15/$25 co-pay plan from the Excellus Blue Cross Blue Shield Blue EPO Balance Option 11 Health Plan, the Town has agreed and shall

reimburse each full time employee regarding the differences in additional cost for all co-pays incurred, upon submission of receipts to the Town's third party administrator, currently Affordable Benefit Concepts, Inc. (TPA). The Town reserves the right to change its TPA regarding the differences in additional cost for all co-pays incurred as set forth in Appendix "A", and made a part of this Agreement. The full-time employee shall not be required to provide to the Town, or TPA, any information regarding what the co-pays are for (Example: name of prescription, etc.).

Employee Obligation:

For employees hired prior to January 1, 2008, said coverage for the employee and his/her dependents shall be at a cost to the employee of 12% of the premium. If the employee requires a Domestic Partner Rider, which is available through the Town's current insurance carrier, the employee will be responsible for one hundred percent (100%) of additional premium cost resulting from the rider. Effective July 1, 2013, this last sentence will be deleted. Effective July 1, 2013, said coverage for all employees and their dependents, including Domestic Partner coverage, shall be at a cost to the employees of 12% of the premium.

The contribution of the premium cost shall be deducted in equal payments every pay period in "pre-taxed" dollars pursuant to the Internal Revenue Service (IRS) approved plan.

For employees hired after January 1, 2008, said coverage for the employee and his/her dependents shall be at a cost to the employee of 15% of the premium. If the employee requires a Domestic Partner Rider, which is available through the Town's current insurance carrier, the employee will be responsible for one hundred percent (100%) of additional premium cost resulting from the rider. Effective July 1, 2013, this paragraph shall be deleted in its entirety, and those affected employees shall be covered by and contribute 12% of the premium, and be provided with Domestic Partner coverage as set forth above.

Section 2 – Health Insurance on Retirement

A full-time employee who retires directly from the Town, shall receive at no cost to himself/herself, or eligible dependent(s), the same level of benefits contained in the Excellus SB-C-11 Simply Blue $15/$25 co-pay plan, or other group plan in effect as provided to active full-time employees, or other health plan(s) (HMO's or EPO's) that are offered in addition to the group plan in effect, which selection of any plan offered shall be at retiree's option, and if elected, may opt back into the group plan in effect every annual open period, and who has served a minimum of ten (10) years with the Town. The Town agrees to apply one (1) year for every three (3) years of prior credited police service up to a maximum of three (3) years towards the minimum ten (10) years of service with the Town (example: an

employee with 6 years of prior credited police service shall receive 2 years towards the required minimum 10 years of service with the Town). The Town shall contribute one hundred percent (100%) towards the premium cost of the individual and two (2) person, if provided for by the plan, and an additional seventy-five percent (75%) of the difference between the individual and dependent (family) premium cost, without returning any paid leave accumulation as set forth below. (Example: The individual premium is $600/month, and the dependent (family) premium is $1200/month. The Town would pay $1,050/month of the dependent (family) premium). The Town shall provide additional contribution towards the dependent (family) premium cost of health insurance based on the following schedule for the return of sick leave, vacation, holiday time and/or unused personal leave in the last year of service applying the same relationship as set forth herein:

Sick Leave, Vacation, Unused Holiday Time Accumulation and/or Personal Leave in Last Year	The Percent of Premium Paid by the Town
	Dependent *
90-104	80%
105-119	85%
120-134	90%
135-149	95%
150	100%

* Example: The dependent percentage paid by the Town is the difference from the individual premium paid (e.g., return 120 days and the individual premium is $600/month, and the dependent (family) premium is $1,200/month, the Town pays $600/month towards the individual premium, and would pay $1,140/month towards the dependent (family cost).

Notwithstanding the above, a full-time employee who is granted a disability retirement from a duty incurred injury and/or illness that occurs as an employee with the Town from the New York State and Local Police and Fire Retirement System, shall have one hundred percent (100%) of the individual, two (2) person, if provided for by the plan, or dependent (family) health insurance premium paid by the Town, and the minimum ten (10) years of service requirement set forth above shall be waived and deemed satisfied. The level of benefits shall be the same as provided to the active full-time employee, contained in the Excellus SB-C-11 Simply Blue $15/$25 co-pay plan described above, or group plan in effect as provided to active full-time employees, or other health plan(s) (HMO's or EPO's) that are offered in addition to the group plan in effect at the retiree's option, and if elected, may opt back into the group plan every annual open period provided.

Section 3 – Health Insurance Buy-out

Medical Insurance Incentive:

1. A full-time permanent employee, who has been employed for one (1) year and does not participate in the medical program will be eligible for the medical incentive.

2. The annual medical incentive is $1,000.00. If a full-time permanent employee only chooses to participate in the dental portion of the program, they will be disbursed an annual incentive of $900.00.

3. No incentive will be disbursed if a full-time permanent employee chooses medical and no dental coverage.

4. The incentive will be paid to the eligible employee in a lump sum, through the payroll system as a supplemental check, minus applicable taxes.

5. The incentive will be issued the month of December. You must be hired by January 1st, to receive incentive in December.

6. Eligible employees who wish to drop their medical plan must submit in writing to the comptroller's office a letter of intent no later than November 1st. Effective December 31, 2013, the Medical Insurance Incentive and numbers 1-6 shall be deleted in its entirety.

Effective for the calendar year 2014, and each calendar year thereafter, the Town shall provide for an optional buy-out of health insurance coverage for full-time employees. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Town on the Request to Decline and Waive Health Insurance Coverage form, attached hereto as Appendix "B" and made a part of this Agreement, that he/she is selecting to decline and waive the health insurance coverage provided by the Town, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance coverage as provided above, shall be paid twenty-five percent (25%) of the annual individual premium, to be paid in equal amounts on the first (1st) period following each calendar quarter. The buy-out shall be pro-rated in the event the employee resumes health insurance coverage during that calendar quarter (e.g., $900.00 a quarter to be paid, resumes coverage on the 1st day of the 3rd month of the quarter, employee paid only $600.00).

An employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Town, be required to provide written notice to the Town that he/she is covered by health insurance under a different plan. An employee who has elected to receive the buy-out fee is required to provide written notice to the Town 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 Town. The effective date of the employee's re-establishment of health insurance coverage by the Town shall be at the earliest possible date as provided by the plan or applicable law (example: qualifying event). The Town shall notify the plan upon notice by the employee of that employee's decision to re-establish health insurance coverage through the Town.

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 Town shall provide the forms to the employee that are attached hereto as Appendix " " and made a part of this Agreement.

Section 4: Health Insurance Plan Change

The Town may elect another health insurance plan or modify the existing plan, provided that the level of benefits are equal or superior to the existing levels of benefits, and that there shall be no loss of benefits (e.g., prescription drug (Rx) co-pays, provider network, provider co-pays, such as doctor's office visits).

It is agreed and understood by and between the parties that the Town shall provide written notice to the PBA President at least sixty (60) calendar days prior to the effective date of the health insurance plan change, or modifying the existing plan. The Town shall identify all changes and/or modifications in order for the PBA to determine whether or not the plan changes provide equal or superior levels of benefits. In the event the PBA determines that the plan change(s) and/or modification(s) do not meet this obligation, the matter shall be submitted directly to arbitration pursuant to Article 32 – Grievance Procedure.

Unless the parties agree otherwise, the Town shall not be permitted to implement any change(s) and/or modification(s) until such time that an arbitrator has issued his/her award which upholds the change(s) and/or modification(s).

Section 5 – Dental Plan

The Town shall provide dental coverage and benefits to all full-time employees and their dependents in the Excellus Blue Cross Blue Shield Dental Blue Plan at no cost.

ARTICLE 30

TRAVEL AND MEAL ALLOWANCE

The Town agrees to pay to each employee a minimum no less than the IRS rate per mile for use of his/her motor vehicle while attending training sessions and/or on Town business if not provided the use of a Town Vehicle. The Town further agrees to pay to each employee a meal allowance up to the following amounts respectively, while out of town overnight, while attending training sessions and/or on Town business, including the reasonable cost of lodging, upon the submission of receipts:

	1/1/11	1/1/12	1/1/13
Breakfast	$10.00	$10.00	$10.00
Lunch	$12.00	$12.00	$12.00
Dinner	$20.00	$20.00	$20.00

	1/1/14	1/1/15
Breakfast	$10.50	$10.75
Lunch	$12.50	$12.75
Dinner	$21.00	$22.00

ARTICLE 31

POLICE LIBRARY

The Town shall provide an up-to-date library at police headquarters, which shall include at least the following: Vehicle and Traffic Law, Criminal Procedure Law, Penal Law, and all updates; Polk's Directory Change; Physician's Desk Reference.

ARTICLE 32

GRIEVANCE PROCEDURE

The term "grievance" shall mean any claimed violation of this Agreement, of applicable laws, rules, procedures, regulations, administrative orders or work rules.

In the event of a dispute (grievance) between one (one) or more employees and the Town, or a dispute (grievance) between the Association and the Town, the same shall be processed and resolved in accordance with the grievance procedure hereinafter provided.

Step 1.

The grievance shall be presented in writing by the Association, to the Chief of Police or his/her designee, within forty five (45) working days from the time the Association knew or reasonably should have known of the alleged violation.

Step 2.

The Chief of Police shall within ten (10) calendar days of his/her receipt of any such grievance present his/her response in writing to the Association. If the Chief of Police's response is not satisfactory to the Association, the Association shall within fifteen (15) calendar days of the receipt of the Chief of Police's response present the grievance, the Chief of Police's response and any reply thereto, to the Town Board.

Step 3.

The Town Board shall within fifteen (15) calendar days of its receipt of same present a written response thereto to the Association President.

Step 4.

Should the Town Board's response not resolve the grievance to the Association's satisfaction, the Association shall within ten (10) calendar days of its receipt of the response request a list of arbitrators from the New York State Public Employment Relations Board (PERB) pursuant to PERB's rules then in effect. The Arbitrator's decision shall be final and binding upon the Town and the Association.

The Arbitrator will have no power to amend, modify, or delete any provision of this Agreement.

Expenses for the Arbitrator's services shall be equally shared by the Town and the Association, unless the Arbitrator orders otherwise. Each party, however, shall be responsible for the expenses of its own witnesses. Either party may request that a transcript be made at its own expense, and if made, shall supply the Arbitrator with a copy without charge.

Time limits within which a particular grievance has to be processed and/or responded to may be extended by the Association and the Town by mutual agreement.

ARTICLE 33

MAINTENANCE OF STANDARDS

All terms and conditions of employment not modified by this Agreement shall remain in effect, unless mutually agreed otherwise between the Town and the Association. Any dispute or grievance as to such conditions or provisions shall be submitted pursuant to Article 32 – Grievance Procedure herein.

ARTICLE 34

SEPARABILITY

This Agreement shall be governed by the Constitution, applicable State and Federal Law, and resolutions, ordinances and local laws that are not inconsistent with State and Federal Law.

Should any Article, section, or portion of this Agreement be held unlawful, unenforceable or unconstitutional by any court of this State or any other state or federal jurisdiction, or by any final rulings of a department or agency of the State, such decision shall only apply to the specific Article, section, or portion thereof and that portion of the contract shall be deemed null and void, but the remaining provisions of said contract shall remain in full force and effect. Should any of said provisions be deemed null and void, both parties agree to open negotiations to resolve those issues.

ARTICLE 35

SUBCONTRACTING

The Town shall not allow routine police work provided by unit employees to be performed by non-unit employees of the Town or other employer or entity.

The Town shall not replace a unit position with a non-unit position having substantially the same duties.

ARTICLE 36

MISCELLANEOUS PROVISIONS

Section 1: Absence Due to Illness, Injury, etc.

If an employee has been absent from work for three (3) consecutive scheduled days or more due to any illness, injury or disability which limits or precludes any physical activities, a physician's note releasing the employee to return to work shall be submitted prior to such employee's return to work.

Section 2: Release for Physical

In event the Town provides annual physicals, a release shall be signed which will authorize the Town to obtain a report of any illness, injury or disability which limits or precludes physical activities.

Section 3: Medical Records File

All medical records shall be kept confidential and be kept as a separate personnel record and not as part of the regular personnel file.

ARTICLE 37

GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE EFFECTIVE SEPTEMBER 28, 2011

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Police Officer of the Police Department of the Town of Cicero.

> "who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness."

The following procedures shall regulate the application and benefit award process for 207-c benefits.

Section 2. Definitions

(A) Town: The Town of Cicero

(B) Chief: The Chief of Police of the Town of Cicero.

(C) Claimant: Any police officer of the Town of Cicero who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties pursuant to General Municipal Law Section 207-c.

(D) Recipient: Any Police Officer of the Town of Cicero who has been granted General Municipal Law Section 207-c benefits.

(E) Claims Manager: The individual designated by the Town who is charged with the responsibility of administering the procedures herein. The Town Supervisor shall advise the PBA President, in writing, who has been designated as the Claims Manager, and changes as they occur.

(F) Section 207-c Benefits: Payment of regular salary or wages as set forth in Article 25 of this Agreement, and medical treatment and hospital care mandated under Section 207-c. The regular salary or wages for the part-time employee shall be the formula set forth herein. In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled to:

(1) All contractual terms and benefits, notwithstanding any absence from work caused by the injury or illness, such as but not limited to health insurance, sick leave, vacation, shift differential and the like.

(2) For the purpose of applying the statute to part-time police officers for payment of "regular salary or wages" the Town shall use the average number of hours worked the preceding fifty-two (52) weeks prior to the injury and/or illness for each week or part thereof worked (e.g., was hired July 1, 2010, became injured and/or ill January 15, 2011, add the total hours worked during that period to determine the average hours worked, times the employee's hourly rate for payment).

(G) Any monies paid to an employee during a disability absence from work or any time or benefits credited or extended to an employee during a disability absence from work for sick leave, vacation, holiday payment or personal leave greater than the pro-rata amounts to which the employee is entitled pursuant to Section 2(F) of this GML §207-c procedure, may be recouped by the Town through an offset from future payments or leave credits if the employee returns to work, or from the cash out of accrued leave or benefit time upon retirement or other separation from employment. The Town shall provide the employee written notice and the basis for the amount of time and/or money it determines to be recouped. In the event the employee disputes the amount of time and/or money that the Town seeks to recoup in whole or part, that employee shall notify the Town, in writing, as to the basis for his/her dispute. In that event, the parties shall conduct a labor/management meeting to attempt a resolution. In the event the

labor/management meeting does not resolve the matter, the dispute shall be submitted directly to arbitration pursuant to Article 32 – Grievance Procedure, Step 4 of the collective bargaining agreement. The Town shall not take any action with respect to the amount of time and/or money that is subject of the grievance until such time as the Arbitrator renders his/her final and binding Award providing for recoupment. Notwithstanding the foregoing, the amount of time and/or money that is not in dispute shall be credited and/or paid to the employee. The amount and/or money that the employee acknowledges are owed to the Town, or which are not placed in dispute by the employee, may be recouped by the Town in the manner specified herein.

Section 3. Application for Benefits

1. Department Incident Reports:

(A) Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file a written department incident report with the Chief and Claims Manager within fifteen (15) calendar days after the injury or illness, or within fifteen (15) calendar days after the Claimant should have become aware of the injury or illness, whichever is later. Upon good cause shown, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary incident report within the filing period set forth herein.

(B) The department incident report shall include the following information as available to the Claimant:

(i) the time, date and place of the incident;

(ii) a statement of the facts surrounding the incident;

(iii) the nature and extent of the Claimant's injury or illness; and

(iv) the name of any possible witnesses to the incident.

2. Application for benefits:

(A) Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties shall file an application for benefits with the Claims Manager within fifteen (15) calendar days after the incident giving rise to the injury

or sickness, or within fifteen (15) calendar days after the Claimant should have become aware of the injury or illness, whichever is later. Upon good cause shown an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary application within the required fifteen (15) calendar days.

(B) The Claimant shall be permitted to file documentation to supplement the original application for benefits under the following circumstances:

(i) after filing the application, but before the determination of the Claims Manager and

(ii) as set forth in Section 11.

(C) All applications for Section 207-c benefits shall be in writing, using official application form(s), which is attached hereto as Appendix "D" and made a part of this Agreement, which shall include the following:

(i) the time, date and place where the injury or illness producing incident occurred;

(ii) a detailed statement of the particulars of the incident;

(iii) the nature and extent of the Claimant's injury or illness;

(iv) the Claimant's mailing address:

(v) the names of any potential witnesses; and

(vi) the name and address of all of the Claimant's treating physicians.

3. A department incident report and application for Section 207-c benefits may be filed by either the Claimant or by some other person on behalf of the Claimant where the Claimant's injury or illness prevents him/her from filing the department incident report or Section 207-c benefits application.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.

2. The Claim Manager's authority shall include, but not be limited, to the following:

   (i) employ experts and specialists to assist in the rendering of the determination of eligibility;

   (ii) require the production of any book, document or other record that pertains to the application, injury, or illness;

   (iii) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;

   (iv) require the Claimant to sign forms for the release of medical information that bears upon the application;

   (v) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and

   (vi) do all that is necessary or reasonable in the processing of said application.

3. On an initial determination investigation, a Claimant must cooperate with the Town and provide all necessary information, reports and documentation. A determination of initial eligibility by the Claims Manager shall be made within thirty (30) calendar days of the date of the application, based upon the investigation without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant, and the Chief within fifteen (15) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

A written request for a hearing to appeal from an initial determination of the Claims Manager must be filed with the Claims Manager within fifteen (15) calendar days after mailing of the determination of Claimant. The Claims Manager shall arrange for an arbitration hearing to be held pursuant to Section 11 of this procedure.

Section 5. Time Off Pending Initial Determination

1. Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant's sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the Claimant shall use paid leave in the following order:

   (A) Personal Leave
   (B) Holiday Time
   (C) Vacation

If the Claimant is granted Section 207-c benefits, the leave time used will be credited back to Claimant.

Section 6. Medical Examinations and Treatment

1. Claimant – Medical Examination(s): After the filing of an application, the Claims Manager may require a Claimant to submit to such medical examination(s) as may be directed, including examination(s) necessary to render an initial or final determination of eligibility. Any Section 207-c Claimant who refuses to be examined shall be deemed to have waived his/her rights for consideration of Section 207-c benefits after such refusal and no hearing shall be required.

2. Recipient – Medical Examination(s) and Treatment: The Claims Manager may require a Recipient to submit to such medical examination(s) and treatment as may be directed. Such treatment may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physician(s). The Recipient shall cooperate in scheduling of the examination(s) and/or treatment, provide medical records regarding the injury or illness to the Town's medical examiner and in answering questions relating to the injury or illness. Any Section 207-c Recipient who refuses to accept such medical examination(s) and/or treatment may be terminated from Section 207-c status after such refusal. The Claims Manager shall provide written notice to the Recipient that his/her benefits are being terminated pursuant to Section 10 of this Procedure, on the basis of the refusal.

2. Medical Reports. All physicians, specialists and consultants treating a Claimant/Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims

Manager. The Claimant/Recipient shall execute the attached Authorization for Release of Health Information attached hereto as Appendix "E" and made a part of this Agreement, and additional releases as necessary and shall be responsible for the filing of said reports. The Claimant/Recipient shall receive a copy of the medical reports filed with the Claims Manager. The medical reports, which are filed, shall remain confidential and only released for purposes of administering the procedures herein.

3. Payment for Medical and Related Services. A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. Unless in an emergency, notice shall be made prior to the incurring of the expense.

4. Any claim for surgical operations or physiotherapeutic procedures (i.e. chiropractic care or physical therapy) must be pre-approved by the Claims Manager unless it was required in an emergency. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based. The Town reserves the right to arrange for alternate methods for the Claimant to receive prescriptions, appliances and supplies (prescription drug card, for example).

Section 7. Perform Regular or Specific Light Duty Assignments

1. Any Recipient may be examined by physicians chosen by the Claims Manager to determine the Recipient's ability to perform his/her regular or specific light duty. Any Recipient deemed able to perform his/her regular or specific light duty detailed by the Claims Manager, based upon medical documentation, may be ordered by the Chief to report and perform his/her regular or such specified light duty as is consistent with the employee's status as a police officer. The order to report for duty shall specify a date not less than fifteen (15) calendar days from the mailing of the order.

2. A Recipient who disagrees with the order to report and perform his/her regular or specific light duty and has conflicting medical documentation that he/she is unable to perform or undertake the specific light duty determined by the Claims Manager, based on medical documentation, shall submit the medical documentation to the Claims Manager within fifteen (15) calendar days of mailing of the order to report and perform his/her regular or specified light duty, setting forth the regular or specific light duty that cannot be performed. The Claims Manager shall review said medical evidence and within fifteen (15) calendar days of its receipt shall issue to the Chief and Recipient a decision as to whether the order to return to perform his/her regular or specified light duty shall be confirmed, modified or withdrawn. If the Recipient is dissatisfied with the decision he/she may, in writing, notify the Claims Manager of the need for a third (3rd) independent medical examination to be conducted pursuant to Section 11(2) of this procedure.

3. Payment of full Section 207-c benefits shall be continued with respect to a Recipient who submits medical documentation conflicting with the order to report and perform his/her regular or specified light duty, until it is determined whether the Recipient is capable of performing his/her regular or specific light duty determined by the Claims Manager, based on medical documentation, pursuant to Section 11(2) of this procedure. Where a determination has been made by the third (3rd) independent physician that the employee can report to and perform his/her regular or specific light duty, and that individual fails or refuses to perform light duty that employee's Section 207-c benefits may be terminated.

Section 8. Changes in Condition of Recipient

1. Every Section 207-c Recipient shall be required to notify the Claims Manager of any change in his or her condition, which may enable the Recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change. Failure to notify the Claims Manager as set forth herein may result in the termination of Section 207-c benefits.

Section 9. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every Section 207-c Recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

   (i) requiring Recipient to undergo medical examination(s) and treatment by physician or medical providers chosen by the Claims Manager;
   (ii) requiring Recipient to apprise the Claims Manager as to his/her current condition; and
   (iii) requiring Recipients or any other involved parties to provide any documentation, books or records that bear on the Recipient's case.

Section 10. Denial or Termination of Benefits

1. A Claimant contesting the denial of Section 207-c benefits must make a written request to the Claims Manager within fifteen (15) calendar days after mailing of the denial notice that he/she is appealing the determination, and requesting a hearing before a neutral arbitrator pursuant to Section 11(1) of this procedure. The Claims Manager shall arrange for a hearing before a neutral arbitrator.

2. If, for any lawful reason, including but not limited to, all those reasons specified in these procedures, the Claims Manager determines that a Recipient is no longer or was never eligible for benefits, the Claims Manager shall notify the Recipient in writing of the termination and reason for the termination. Notice of such termination and the reasons therefore shall be served by mail upon the Recipient and the Chief. A Recipient contesting the termination must make a written request to the Claims Manager within fifteen (15) calendar days after mailing of the denial or termination notice that he/she is appealing the determination. If the termination is based on failing to cooperate in scheduling of the examination(s) and/or treatment, the Claims Manager shall arrange for a hearing before a neutral arbitrator pursuant to Section 11(1) of this procedure. If the termination of Section 207-c benefits is based on conflicting medical documentation to perform his/her regular or specified light duty, the parties agree that their respective doctors shall designate a third (3rd) doctor, in the field of medical specialty regarding the injury or illness to be examined pursuant to Section 11(2) of this procedure.

If the Recipient requests a hearing pursuant to Section 11 of this procedure, pending a determination by the neutral Arbitrator with respect to the Recipient's eligibility, the Recipient shall continue to receive Section 207-c benefits. The individual may be required to reimburse the Town for any monies paid for the period the employee was determined that he/she was no longer or was never eligible for §207-c benefits and was paid accordingly.

Section 11. Hearing Procedures

1. Initial Eligibility Determinations of Section 207-c Benefits

All hearings under the provisions of this procedure relating to a denial of a Claimant's initial eligibility for Section 207-c benefits shall be conducted by a neutral Arbitrator related to the issue(s) to be determined. The parties agree that Jeffrey M. Selchick shall be the arbitrator for all denials of a Claimant's initial eligibility for Section 207-c benefits. In the event the parties mutually agree that Jeffrey M. Selchick shall no longer serve as the arbitrator, or no longer wishes to serve as the arbitrator, or becomes incapacitated, the parties shall attempt to agree on a mutually acceptable arbitrator. In the event the parties cannot agree, the Arbitrator shall be selected pursuant to Article 32 – Grievance Procedure, Step 4 of the collective bargaining agreement.

The review of the Arbitrator shall be limited to the record before the Claims Manager in making the determination under review. No new evidence, in medical reports or otherwise shall be allowed to be presented by either party. However, testimony of the person(s) whose report(s) where reviewed by the Claims Manager shall be permitted.

After requesting a hearing, the Claimant shall be permitted to submit additional information to the Claims Manager so long as said submission is made no later than thirty (30) calendar days prior to the date of the scheduled hearing. The Claims Manager shall review the documentation and inform the Claimant in writing within seven (7) calendar days of the submission, as to whether the determination that is the subject of the hearing will be modified. So long as the Claimant meets the time requirements in this provision, should the Claims Manager's determination remain unchanged, the record before the Arbitrator may include the additional submission of Claimant.

The scope of review of the Arbitrator shall be whether the Claims Manager had a reasonable basis for his/her determination.

Each party may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Arbitrator shall render and submit to the Town, with a copy to the Claimant's representative, his/her written Final and Binding Opinion and Award within thirty (30) calendar days after the close of the hearing. Any such determination of the Arbitrator shall be reviewable pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Arbitrator and transcribed record shall be paid equally by the Town and Claimant. If the Claimant is represented by the PBA, the PBA shall be responsible for the equal share of the Arbitrator's fees and expenses and transcribed records. In the event the Claimant is not represented by the PBA, the Claimant shall be responsible for his/her share of the Arbitrator's fees and expenses and transcribed record.

2. Conflicting Medical Documentation of Recipient's Ability to Perform His/Her Regular or Specific Light Duty

In the event there is a medical dispute between a Recipient's doctor and the Town's doctor as to whether the Recipient is unable to perform his/her regular or specific light duties, as detailed by the Claims Manager, the parties agree that the parties respective doctor's shall designate a third (3rd) doctor, in the field of medical specialty regarding the injury or illness, to be examined. The third (3rd) doctor's written opinion, regarding the injury or illness, and whether or not the Recipient can report back to and perform his/her regular or specified light duties shall be binding on the parties. The opinion shall be provided, in writing, within fifteen (15) calendar days after the examination to the Claims Manager. The Claims Manager shall provide a copy to the Recipient by personal service or mail. In the event it is determined that the Recipient can return and perform his/her regular or specific light duty, he/she shall report to work on his/her next regularly scheduled tour of duty after service or receipt of the notice to return to work from the Claims Manager. Where a determination has been made by the third (3rd) doctor that the employee can report to and perform his/her regular or specific light duty, and that individual fails or refuses to report to perform his/her regular or specified light duty as determined, that employee's Section 207-c benefits may be terminated.

3. Termination of Benefits

All hearings under the provisions of this procedure relating to the termination of a Recipient's Section 207-c benefits, where there is no medical dispute between a Recipient's and the Town's doctors, as set forth in section 2 above and shall be conducted by a neutral Arbitrator related to the issue(s) to be determined. The Arbitrator shall be selected pursuant to Article 32 – Grievance Procedure, Step 4 of the collective bargaining agreement.

The review of the Arbitrator shall be limited to the record before the Claims Manager in making the determination under review. No new evidence, in medical reports or otherwise shall be allowed to be presented by either party. However, testimony of the person(s) whose report(s) where reviewed by the Claims Manager shall be permitted.

After requesting a hearing, the Recipient shall be permitted to submit additional information to the Claims Manager so long as said submission is made no later than thirty (30) calendar days prior to the date of the scheduled hearing. The Claims Manager shall review the documentation and inform the Recipient in writing within seven (7) calendar days of the submission, as to whether the determination that is the subject of the hearing will be modified. So long as the Recipient meets the time requirements in this provision, should the Claims Manager's determination remain unchanged, the record before the Arbitrator may include the additional submission of the Recipient.

The scope of review of the Arbitrator shall be whether the Claims Manager had a reasonable basis for his/her determination.

Each party may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Arbitrator shall render and submit to the Town, with a copy to the Recipient's representative, his/her written Final and Binding Opinion and Award within thirty (30) calendar days after the close of the hearing. Any such determination of the Arbitrator shall be reviewable pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Arbitrator and transcribed record shall be paid equally by the Town and PBA, if the Recipient is represented by the PBA. In the event the Recipient is not represented by the PBA, the Recipient

shall be responsible for his/her share of the Arbitrator's fees and expenses and transcribed record.

Section 12. Coordination with Workers' Compensation Benefits

1. Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Town for periods during which a Recipient received 207-c benefits. If the Recipient shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Town, the Recipient shall repay such benefits received to the Town, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of 207-c benefits, any continuing Worker's Compensation benefits shall be payable to the Recipient. The parties shall not be bound by a determination of the Worker's Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

1. Payment of Section 207-c benefits shall be discontinued with respect to any Recipient who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous

1. A Recipient who is receiving medical treatment shall make every effort to schedule such medical examinations or treatment during non-work hours.

2. This procedure is intended to be in conformity with General Municipal Law Section 207-c. In the event that any portion of this procedure is invalidated by a decision of competent jurisdiction, then that portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. In this event, either the Town or the PBA shall have the right to immediately reopen negotiations, only with respect to a substitute for the invalidated portion pursuant to the Taylor Law.

3. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein.

4. The Recipient shall cooperate in the processing of an application for performance of duty, and/or accidental disability retirement.

5. A Recipient who returns to full duty and reinjures or aggravates the prior injury or illness, shall be subject to the same application process as set forth herein for an initial injury or illness.

6. The Town shall, in accordance with Internal Revenue Service (IRS) regulations, not withhold federal or state income taxes or social security and Medicare taxes from a Recipient's wages, and shall refund the Recipient for any of these amounts incorrectly withheld, within thirty (30) calendar days of the date of the wage payment in which the amounts were incorrectly withheld. The Town shall provide the Recipient with an annual W-2 statement that does not include Section 207-c benefits as taxable wages and salary.

7. The Claims Manager may require a Recipient to remain at his/her place of residence during the hours he/she would be scheduled to work. In that event, the Claims Manager shall advise the Recipient, in writing, that he/she is to remain at his/her place of residence during the hours he/she would be scheduled to work. However, the Recipient shall be entitled to leave his/her residence for treatment, doctor's appointments, tests, pharmacy and the like related to the injury or illness. The Recipient shall be entitled to appeal directly to the Claims Manager to waive the requirement to remain at his/her place of residence during the hours he/she would be scheduled to work, which request shall not be unreasonably denied. In the event the Claims Manager denies the request, it shall be referred to Arbitrator Jeffrey M. Selchick for a determination.

8. The Claimant shall be provided the Comptroller's notification form, attached hereto as Appendix "F" and made a part of this Agreement, by the Chief or designee, for the Claimant to complete and return to him/her. The Chief shall submit the notification by certified mail, return receipt requested to the Comptroller's Office, with a copy provided to the Claimant.

ARTICLE 38

GENERAL PROVISIONS – LAYOFFS, ATTRITION, ABOLISHMENT OF POSITIONS, POLICE DEPARTMENT AND TOURS OF DUTY

Section 1 – Lay-Offs

The Town agrees that there shall be no lay-offs of any employees during the term of the Agreement. This section shall sunset as of 11:59 p.m. on December 31, 2015.

Section 2 – Attrition

The Town agrees that it shall fill all positions that become vacant due to attrition during the term of the Agreement. The vacancies due to attrition shall be filled within ninety (90) calendar days of the vacancy. There shall be no adverse effect on the granting of time off requests by employees during any vacancy period. This section shall sunset as of 11:59 p.m. on December 31, 2015.

Section 3 – Abolishment of Positions

The Town agrees that there shall be no abolishment of any position during the term of the Agreement. This section shall sunset as of 11:59 p.m. on December 31, 2015.

Section 4 – Abolishment of Tours of Duty

The Town agrees that there shall be no abolishment of any of the tours of duty set forth in the Agreement, and shall continue to provide twenty-four (24) hours a day coverage, seven (7) days a week through the calendar year during the term of the Agreement. This section shall sunset as of 11:59 p.m. on December 31, 2015.

Section 5 – Addition of Full-Time Police Officers to the Existing Police Department Level

The Town agrees it will create, budget and fill two (2) full-time police officer positions as follows:

1- no later than October 1, 2013; and
1- no later than July 1, 2014.

ARTICLE 39

TAYLOR LAW NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 40

DURATION

This Agreement shall be effective as of January 1, 2011, and shall remain in full force and effect through December 31, 2015.

FOR THE TOWN

James Corl, Jr., Supervisor

12/17/13
Date

FOR THE PBA

Michael Aregano, President

12/17/13
Date

Appendix "A"

TOWN OF CICERO

PLAN DESIGN	Excellus BlueCross BlueShield BlueEPO Balance Option 11 In-Network Only	Excellus SB-C-11 Simply Blue 15/25 Copay In-Network	Out-of-Network
Copay	$15 unless otherwise stated	PCP; Adults $15/Children to 19 $0 Specialist; $25 for all (Unless otherwise stated)	NA
Annual Deductible	None	None	$500 individual / $1500 family (With family coverage, full family ded must be met before services are cov'd)
Coinsurance	None unless otherwise stated	None unless otherwise stated	20% subscriber 80% plan
Annual Out-of-Pocket Maximum	None	None	$1500 / $4500 (Does NOT include copays)
Lifetime Benefit Maximum	Unlimited	Unlimited	Unlimited
Dependent Coverage	To age 26	To age 26	To age 26
Student Coverage	To age 26	To age 26	To age 26
Waiting Period (Pre-existing conditions)	Waived for children to age 19	Waived for children to age 19	Waived for children to age 19
Prescription Drugs Retail (Up to 30 day supply) Mail Order (Up to 90 day supply) Specialty (Up to 30 day supply)	$10 / $25 / $40 30 day copay X 2 $0 copay for retail generic to age 19 30 day retail copay applies	$5 / 25 / 50 30 day copay X 2 $0 copay for retail generic to age 19 30 day retail copay applies	Not covered
Pre-authorization ☎ (Refer to note at end of summary)	Required for select procedures	Required for select procedures	Required for select procedures
PREVENTIVE SERVICES			
Annual Adult Routine Physical	Covered in full (Limit; 1 per cal yr)	Covered in full (Limit; 1 per cal yr)	After deductible, plan pays 80% of allowed amount (Limit; 1 per cal yr)
Well-Child Care	Covered in full to age 19	Covered in full to age 19	Covered in full to age 19

PLAN DESIGN	Excellus BlueCross BlueShield BlueEPO Balance Option 11 In-Network Only	Excellus SB-C-11 Simply Blue 15/25 Copay In-Network	Out-of-Network
PREVENTIVE SERVICES (Continued)			
Routine OB-GYN Visits	Office visit; ; Covered in full Pelvic exam: Covered in full	Office visit; ; Covered in full Pelvic exam: Covered in full	After deductible, plan pays 80% of allowed amount
Preventive Pap Smear	Covered in full	Covered in full	After deductible, plan pays 80% of allowed amount
Routine Mammography Screening	Covered in full	Covered in full	After deductible, plan pays 80% of allowed amount
Routine Prostate Screening	Covered in full	Covered in full	After deductible, plan pays 80% of allowed amount
Routine Colonoscopy Screening	Covered in full	Covered in full	After deductible, plan pays 80% of allowed amount
Adult Immunizations	Not covered	Covered in full	After deductible, plan pays 80% of allowed amount
Routine Hearing Exam	Routine; Not covered Diagnostic; $15 copay	$25 copay (Limit; 1 per cal yr)	After deductible, plan pays 80% (Limit; 1 per cal yr)
Routine Vision Exam	$15 copay (Limit; once every 2 years)	$25 copay (Limit; 1 per cal yr)	After deductible, plan pays 80% of allowed amount (Limit; 1 per cal yr)
MEDICAL COVERAGES			
Physician's Office Visit	$15 copay	Adults; $15 copay Children to 19; $0 copay	After deductible, plan pays 80% of allowed amount
Specialist's Office Visit	$15 copay	$25 copay	After deductible, plan pays 80% of allowed amount
Podiatric Care	$15 copay (Diagnostic care only. Routine care is not covered)	$25 copay (Diagnostic care only. Routine care is not covered)	After ded, plan pays 80% allowed amount (Diagnostic care only. Routine care is not covered)
Pre/Post Natal Care	$15 copay	Covered in full	After deductible, plan pays 80% of allowed amount
Chiropractic Care	$15 copay	$25 copay	After deductible, plan pays 80% of allowed amount

PLAN DESIGN	Excellus BlueCross BlueShield BlueEPO Balance Option 11 In-Network Only	Excellus SB-C-11 Simply Blue 15/25 Copay In-Network	Out-of-Network
MEDICAL COVERAGES (Continued)			
Allergy Treatment	Tests; $15 copay Injections; $15 copay	Tests; Specialist-$25 copay, PCP-$15 adult/$0 child to 19 (Add'l $25, $15 or $0 copay applies for injections)	After deductible, plan pays 80% of allowed amount
Speech, Physical & Occupational Therapy	$15 copay (Limit; 40 combined visits-incl respiratory therapy)	$25 copay (Limit; 45 combined visits per cal yr)	After deductible, plan pays 80% of allowed amount (Limit; 45 combined visits per cal yr)
Respiratory Therapy	$15 copay (Limit; 40 comb'd visits-incl speech, physical & occupational therapy)	$25 copay (Lifetime maximum; 36 visits)	After deductible, plan pays 80% of allowed amount (Lifetime maximum; 36 visits)
Cardiac Rehabilitation	$15 copay	$25 copay	After deductible, plan pays 80% of allowed amount
Radiation / Chemotherapy	Covered in full	Radiation; $25 copay Chemo; $15 OV copay and $15 copay for IV/injectables	After deductible, plan pays 80% of allowed amount
Diagnostic Procedures (X-ray and Laboratory)	X-ray: $15 copay Lab: Covered in full - doctor's office Lab: $15 copay - OP hospital	X-rays; $25 copay Lab; Covered in full	After deductible, plan pays 80% of allowed amount
MRI, CAT Scan Sonograms and Other Diagnostic Imaging Services	$15 copay	$25 copay	After deductible, plan pays 80% of allowed amount
Diabetic Supplies	$15 copay (30 day supply)	$15 copay (30 day supply)	After deductible, plan pays 80% of allowed amount (30 day supply)
Durable Medical Equipment	Plan pays 80%	Plan pays 50%	After deductible, plan pays 50% of allowed amount
Out-of-Hospital Consultation	$15 copay	PCP; Adults $15/Children to 19 $0 Specialist; $25 for all	After deductible, plan of allowed amount
Second Surgical Opinion	$15 copay	$25 copay	After deductible, plan pays 80%
Prosthetic Devices	External; Plan pays 80%	External; After deductible, plan pays 50%	External; After deductible, plan pays 500% of allowed amount

PLAN DESIGN	Excellus BlueCross BlueShield BlueEPO Balance Option 11 In-Network Only	Excellus SB-C-11 Simply Blue 15/25 Copay In-Network	Out-of-Network
MEDICAL COVERAGES (Continued)			
Anesthesia Services	Covered in full subject to related treatment or facility copay.	Covered in full subject to related treatment or facility copay.	After deductible, plan pays 80% of allowed amount
Accidental Dental (Accidental damage to sound, natural teeth)	$15 copay	$25 copay	After deductible, plan pays 80% of allowed amount
Extraction of Bony Impacted Wisdom Teeth	Not covered	Not covered	Not covered
Dental Exams	Not covered	Not covered	Not covered
INPATIENT SERVICES			
Medical Admissions	Covered in full (Unlimited days) Maternity services covered in full	$150 copay (Unlimited days) Maternity services covered in full	After deductible, plan pays 80% of allowed amount (Unlimited days)
Physical Rehabilitation Admissions	Covered in full (Limit; 60 days per cal yr)	$150 copay (Limit; 60 days per cal yr)	After deductible, plan pays 80% of allowed amount (Limit; 60 days per cal yr)
Mental Health Care Admissions	Covered in full (Limit; 30 days per cal yr)	$150 copay (Limit; 30 days per cal yr)	After deductible, plan pays 80% of allowed amount (Limit; 30 days per cal yr)
Alcohol / Substance Abuse	Covered in full (Limit; 30 days per cal yr for rehab, 7 days per cal yr for detox and 2 admissions per lifetime)	$150 copay (Limit; 30 days per cal yr for rehab, 7 days per cal yr for detox and 2 admissions per lifetime)	After ded, plan pays 80% allwd amt (Limit; 30 days per cal yr for rehab, 7 days per cal yr for detox and 2 admissions per lifetime)
Skilled Nursing Facility	Covered in full (Limit; 120 days per cal year)	$150 copay (Limit; 45 days per cal yr)	After deductible, plan pays 80% of allowed amount (Limit; 45 days per cal yr)
OUTPATIENT SERVICES			
Surgery	$50 copay	$75 copay	After deductible, plan pays 80% of allowed amount

PLAN DESIGN	Excellus BlueCross BlueShield BlueEPO Balance Option 11 In-Network Only	Excellus SB-C-11 Simply Blue 15/25 Copay In-Network	Out-of-Network
OUTPATIENT SERVICES (Continued)			
Pre-surgical Testing	X-rays; $15 copay Lab; $15 copay	Covered in full dependent on type of facility	After deductible, plan pays 80% of allowed amount
Mental Health Care	$15 copay (Limit; 20 visits per cal yr)	$25 copay (Limit; 20 visits per cal yr)	After deductible, plan pays 80% of allowed amount (Limit; 20 visits per cal yr)
Alcohol / Substance Abuse	$15 copay (Limit; 60 visits per cal yr)	$25 copay (Limit; 60 visits per cal yr)	After deductible, plan pays 80% of allowed amount (Limit; 60 visits per cal yr)
EMERGENCY SERVICES			
Ambulance Service	$50 copay	$75 copay	$75 copay
Emergency Room	$50 copay (waived if admitted w/i 24 hrs)	$75 copay (Waived if admitted)	$75 copay (Waived if admitted)
Urgent Care Center	$25 copay	$25 copay	After deductible, plan pays 80% of allowed amount
ADDITIONAL BENEFITS			
Dialysis Treatment	Covered in full (Injections are subject to a $15 copay)	Covered in full (Injections are subject to a $25 copay)	After deductible, plan pays 80% of allowed amount
Elective Sterilization	Covered in full	Covered surgical benefit applies	After deductible, plan pays 80% of allowed amount
Home Care	Covered in full (Unlimited visits)	Covered in full (Limit; 40 visits per cal yr)	After $50 deductible, plan pays 80% of allowed amount (Limit; 40 visits per cal yr)
Hospice Care	Covered in full (Unlimited visits)	Covered in full (Unlimited visits)	After deductible, plan pays 80% of allowed amount (Unlimited visits)
Free Standing Ambulatory Care Center	$50 copay	$25 copay	After deductible, plan pays 80% of allowed amount

PLAN DESIGN	Excellus BlueCross BlueShield BlueEPO Balance Option 11 In-Network Only	Excellus SB-C-11 Simply Blue 15/25 Copay In-Network	Out-of-Network
ADDITIONAL BENEFITS (Continued)			
Hearing Aids	Not covered	Covered in full every 3 years for children to age 19	Covered in full every 3 years for children to age 19
Eye Glasses/Contact Lenses	$60 eyewear allowance once evey 2 years	$60 eyewear allowance per member per cal yr	$60 eyewear allowance per member per cal yr
[redacted]			

☎ Pre-authorization required for, but not limited to, inpatient admissions, home health, infusion therapy, DME over specified amounts, MRI, CAT SCANS AND PET SCANS.

Special Note regarding Out-of Network Benefits: Out-of-network providers may bill the subscriber for any difference between their fee for service AND THE AMOUNT ALLOWED by the CARRIER.

McKinnon Benefits Group
P. O. Box 6521, Syracuse, NY 13217
Ph: (315) 425-7111 Fax (315)479-9774
kmckinno@uvmay.sx.com

of Cicero Final Agreement 2011-2015 (12/16/13)

APPENDIX "B"

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, _____, hereby request a decline and waiver of health insurance provided by the Town for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Town 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 Town 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 Town provided health insurance coverage and that the effective date for resumption of Town provided health insurance coverage is subject to and conditioned on the requirements of the Town's health insurance carrier. I hereby acknowledge that I have been advised by the Town 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 Town for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Town 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 Town the necessary form to re-establish the health insurance coverage provided by the Town in accordance with the requirements of the Town's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Town's health insurance carrier.

Upon resumption of my health insurance coverage through the Town, the compensation I have received in connection with the waiver of health insurance coverage shall cease, in accordance with the terms of the collective bargaining agreement.

Employee Signature_____ Print Name_____

Date: _____

Town of Cicero Agent_____ Print Name_____

Date: _____

cc: President, Town of Cicero PBA

APPENDIX "C"

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, _____, hereby request to re-establish Town provided health insurance which I had previously received from the Town. 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 Town provided health insurance coverage is subject to and conditioned on the requirements of the Town'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 terminated upon re-establishment of Town provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement by and between the Town and the PBA.

Employee Signature_____ Print Name_____

Date: _____

Accepted For The Town of Cicero:

Town of Cicero Agent_____

Print Name_____

Effective Date of Health Insurance Resumption _____

Date: _____

cc: President, Town of Cicero PBA

APPENDIX "D"

TOWN OF CICERO

GENERAL MUNICIPAL LAW SECTION 207-c APPLICATION

1. _____
Name of Officer

2. _____
Address to which correspondence concerning application should be directed.

3. _____ 4 _____
Telephone Number Age

5. _____
Name of Supervisor

6. _____
Current Job Title

7. _____
Occupation at Time of Injury/Illness

8. _____
Length of Employment

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

12. (a) _____
Name of witness(es) and address(es) (if available)

(b) _____

(c) _____

13. (a) _____
Name of co-employees at the incident site.

(b) _____

(c) _____

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

_____

15. Where did the incident occur? Specify. _____

_____

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

_____

17. When was the incident first reported? _____

To Whom? _____ Time _____

Witness(es) (if any) _____

18. Was first aid or medical treatment authorized? _____

By Whom? _____ Time _____

19. Name and address of attending physician _____

_____

20. Name of Hospital _____

21. State name and address of any other treating physician(s) _____

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

_____

23. The name and address of my representative to whom a copy of any decision concerning the application should be sent:

_____

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

_____ _____

(Signature of Applicant if other than Injured Officer) (Date)

Application Received By:

_____ _____

Signature of Person Authorized to Receive Application) (Date)

_____

Date of Report

_____, New York

_____

Signature of Injured Officer

APPENDIX "E"
TOWN OF CICERO

AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION

I, _____, residing at _____,
(insert name) (insert address)
hereby authorize the use or disclosure of my health information as described in this authorization and in accordance with the Health Insurance Portability and Accountability Act of 1995 for my General Municipal Law Section 207-c claim.

1. Specific person/organization (or class of persons) authorized to make the requested use or disclosure:

2. Specific person/organization (or class of persons) authorized to receive and use the health information:

3. Name and address of health provider or entity to release this information:

4. Specific and meaningful description of the information:

5. Purpose of the request:

6. I understand that after this information is disclosed, federal law might not protect it and the recipient might use or disclose it again.

7. **RIGHT TO REVOKE**: I understand that I have the right to revoke this authorization at any time by notifying in writing the party listed in Section (3) of this authorization and the party listed in Section (1) of this authorization.

8. I understand that any use or disclosure made prior to the revocation of this authorization will not be affected by a revocation.

9. I understand that I am entitled to receive a copy of this authorization.

10. I understand that this authorization will expire twelve (12) months after the date of my, or my personal representative's, execution of this authorization.

11. I understand that signing this authorization is voluntary. My treatment, payment, enrollment in a health plan or eligibility for health insurance benefits will not be conditioned upon my authorization of this disclosure.

_____ _____

Signature of Individual
or individual's personal representative

Date

_____

Print name of individual
or individual's personal representative

If a Personal Representative executes this form, that Representative warrants that he or she has authority to sign the form on the basis of:

_____

_____

_____

_____

_____

_____

APPENDIX "F"

The Comptroller of the State of New York
New York State and Local Police and Fire Retirement System
110 State Street
Albany, New York 12244-0001

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Dear Comptroller:

In compliance with Section 363 and Section 363-c of the Retirement and Social Security Law instructing me to notify your agency of any and all injuries and illnesses sustained in the line of duty as a member of the Town of Cicero Police Department, I hereby submit the following report:

_____ _____
Name of injured Police Officer Registration and Social Security Number

_____
Home Address

_____ _____ _____
Date of incident Time of incident Location of incident

Description of injury and/or illness _____

_____

_____

_____

_____

_____

Medical care required _____

_____

_____

_____ _____ _____
Signature of Police Officer Print Name Date

_____ _____ _____
Signature of Witness to Injury Print Name Date