

AGREEMENT



City of Troy
Department of Public Safety
Bureau of Police

and

Troy Police Benevolent and
Protective Association, Inc.



January 1, 2005 to December 31, 2010

2005-2010 Troy PBA Contract **TABLE OF CONTENTS**

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2005-2010 TROY PBA CONTRACT

AGREEMENT, entered into this ____ day of _____, 2008, between THE CITY OF TROY, NEW YORK, a New York Municipal Corporation (hereinafter referred to as the "Employer" or the "City"),

and

THE TROY POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION, INC., a labor organization existing under the laws of the State of New York (hereinafter referred to as the "Association").

ARTICLE I PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the City of Troy, New York, the employees and the Association.

The parties mutually recognize that the responsibilities of both the employees and the City of Troy to the public require that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of service to the public.

The parties further recognize the essential public service here involved, and that the general health, welfare and safety of the community are dependent upon proper service to the community and agree to continue to encourage efficiency on the part of the members of the Bureau.

To these ends, the City of Troy and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives on all levels and among all employees.

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.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, it is agreed that:

ARTICLE II DEFINITIONS

- A. "Association" means the Troy Police Benevolent and Protective Association, Inc.
- B. "Police Officers", as used herein, shall include all personnel of ranks and title appointed from Civil Service lists, employed by the Bureau of Police and vested with police powers, notwithstanding any contrary definition of the term in other provisions of statutes, rules, regulations, etc., exclusive of the rank of Captain and above.

(NOTE: Wherever the words "he, his or him" appear, they shall mean also "she, hers or her," as the case may be.)

- C. "Member" or "Employee" shall mean a person employed by the Department of Public Safety of the City of Troy as a police officer, exclusive of the ranks of Captain and above.
- D. "Service" or "Length of Service" includes all service with the Bureau of Police of the City of Troy, starting with the first day of the employee's appointment.
- E. "Department" shall mean the Troy Department of Public Safety.
- F. "Employer" means the City of Troy.
- G. "Chief" shall mean the Chief of Police as defined in Section C-77(F) of the City Charter.
- H. "Immediate Supervisor" shall mean the Captain or higher officer supervising the member claiming grievance.
- I. "Bureau" shall mean the Police Bureau of the Department of Public Safety.
- J. "Commanding Officer" shall mean the officer in charge of a unit or a replacement officer in charge of a unit at the time he is functioning as such.
- K. "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the existing rules, procedures or regulations covering the terms and conditions applicable to the employees of the Bureau and shall include also all the provisions of this Agreement.
- L. "Association Officer" shall refer to the officers or representatives of the Association.
- M. "Executive Board" shall mean the appointed members and elected officers of the Association as defined in the Association's By-laws.
- N. "Bargaining Committee" or "Negotiating Committee" shall mean a committee composed of not more than five (5) members who will meet and negotiate with the City concerning this Agreement or future Agreements.
- O. "Counsel" shall mean an attorney or other person, not an employee, designated by the Association to participate and assist in negotiations and the presentation of grievances with the City.
- P. "Grievance Committee" shall mean a committee of not more than five (5) members and counsel, if necessary, designated by the Association, to review, screen, and to adjust grievances presented by employees.

- Q. "Safety Committee" shall mean a committee of officers appointed by the President of the Association, with the approval of the Executive Board, whose duties will be to investigate the complaint of any officer that equipment he is required to use is inadequate or unsafe, and to certify in writing the condition of such equipment to the Association and to the Chief of Police.
- R. "Court Appearance" shall mean that an employee must appear or give testimony in any recognized court, before a grand jury, or at any recognized departmental or agency hearing which may compel his attendance either by subpoena or by directions of his superior officers.

ARTICLE III RECOGNITION AND BARGAINING UNIT

Pursuant to and in accordance with all applicable provisions of the Public Employees' Fair Employment Act of 1967 (Section 200 et seq. of the Civil Service Law) and other applicable laws, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of all police officers of the Police Bureau, excluding the Chief, Assistant Chiefs and Captains, for the term of this Agreement.

ARTICLE IV NO-STRIKE NO LOCKOUT PLEDGE

As required by Section 210 of the Civil Service Law, the Association agrees that during the term of the Agreement and as long as it is or continues to be the recognized or certified bargaining representative of the employees of the Bureau of Police, it will not engage in a strike, or cause, instigate, encourage or condone a strike by its members. Similarly, the City agrees that it will not ~~look-out its employees in the Bureau of Police or in any other way penalize or discriminate against~~ them for the purpose of creating pressure upon such employees to accept its terms and conditions.

ARTICLE V ASSOCIATION DUES

- A. The City agrees to deduct Association membership dues and assessments in accordance with the Constitution and By-laws of the Association from the pay of each member of the bargaining unit who executes or has executed an "Authorization for Payroll Deduction" form. Such form shall be provided by the Association.
- B. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction" and the provisions of this Agreement.
- C. A properly executed copy of such "Authorization for Payroll Deduction" form for each member of the bargaining unit for whom Association membership dues are to be deducted hereunder shall be delivered to the City before any payroll deductions are made.

- D. Payroll deductions pursuant to all properly executed "Authorization for Payroll Deduction" forms shall become effective with the first full payroll after application is tendered to the City.
- E. Deductions for any calendar month shall be remitted to the designated financial officer of the Association not later than the 10th day following the calendar month in which the deduction was made. Each month the City shall furnish the designated financial officer of the Association with a list of those for whom the Association has submitted a signed "Authorization for Payroll Deduction" form. If there is no deduction made, and the Association has submitted a signed "Authorization for Payroll Deduction" form, the City shall include this information and the reason for this with its list to the designated financial officer.
- F. Any dispute between the Association and the City which may arise as to whether an employee properly executed or properly revoked an "Authorization for Payroll Deduction" form shall be reviewed by the Association and a designated representative of the City. Should this review not dispose of the matter, the dispute may be referred to the Grievance procedure. Pending settlement or adjudication of the dispute, the City will hold in escrow the amount supposed to have been deducted and pay the same to the employee or the Association, as the case may be, when the dispute is resolved.
- G. The City shall not be liable to the Association, by reason of the requirements of the Agreement, for the remittance of payment of any sum other than that constituting actual deductions made from wages earned by the employee.
- H. Membership in the Association shall not be a condition of employment or a preference in the continuation of employment. However, subject to the limitations and conditions provided for in Section 208-3(b) of the Civil Service Law and pursuant to the authority provided for in said statute, the City agrees to deduct from the wages of each employee in the bargaining unit who is not a member of the Association, a sum equivalent to the dues deducted from the wages of an Association member and to transmit such sum to the Association as above provided.

ARTICLE VI MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. Except as otherwise provided herein, and subject to the other controlling provision of this Agreement, statutes and laws, the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City, and all lawful prerogatives of the City shall remain and shall be solely and exclusively the City's rights. Paramount among these rights, but by no means exclusive, are the rights involving public policy, determination of the mission, purpose and duties of various departments and bureaus within the City, their budgets, organization, number of employees, and numbers, types and grades of positions of employees assigned to an organization unit, work project, tour of duty, technology of performing the work, the rights to manage and direct work forces, to decide the number and locations of stations and other facilities, to determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment and material in

order to operate and manage its affairs in all respects in accordance with obligations in contracting for matters relating to municipal operations. The foregoing notwithstanding, no work presently within the job duties of or performed by members of the bargaining unit shall be contracted to be performed by a non-member of the unit or subcontracted to any other party except as expressly permitted by the City Charter.

- B. The Charter places responsibility on the Mayor as Chief Executive Officer of the City for enforcing the laws of the State and City, exercising supervision and control over executive departments of the City, for preparing and submitting an annual budget, for directing the proper performance of all City departments and for carrying out all other Charter responsibilities and provisions so designated. It is the responsibility of the Mayor and of the City Council to enact local laws, ordinances, resolutions and to appropriate money. Similarly, it is the responsibility of the City to determine classification, status and tenure of employees, to establish rules, to initiate promotions and disciplinary actions, to certify payrolls and to review appointments in the City's service. The foregoing, however, is limited by State and Federal laws, where applicable, and by controlling provisions of this Agreement.
- C. The City shall have the exclusive right to adopt, review and to enforce departmental and working rules, regulations and practices, to carry out cost and general improvement programs, including the right to hire, to suspend, to demote or to discharge, to take other disciplinary action against employees for just cause, to assign, to promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or funds, or for other legitimate reasons, subject only to overriding provisions of the Agreement.
- D. The City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all employees and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment in all phases of the employment process.
- E. It is further intended that this Agreement and its supplements shall be an implementation of the Charter and Legislative authority of the City Council, the authority of the Mayor, the Chief, the rules and regulations promulgated by the Bureau of Police and the provisions of the Public Employees' Fair Employment Act.
- F. The City will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this Agreement.
- G. Within seven (7) calendar days of a request by the PBA President, the Chief of Police shall meet with the PBA President or his designee at the workplace(s) for the purpose of inspecting the vehicles, equipment and working conditions of the members of the Association which the PBA President or his designee wish to bring to his attention and addressing any occupational health and safety concerns brought to his attention. Requests to remedy unsafe equipment or unhealthy working conditions shall be submitted in writing. Such written request shall be answered in writing to the PBA President within fourteen (14) calendar days of such inspection.

No official agent of the City shall:

1. Interfere with, restrain or coerce employees in the exercise of their rights, to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest.
2. Initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization meeting the requirements of law.
3. Discriminate in regard to employment or conditions of employment in order to encourage or to discourage membership in a labor organization.
4. Discriminate against any employee because he has given testimony or taken part in any grievance procedure or other hearings, negotiations, or conferences as part of the labor organization recognized under the terms of this Agreement.
5. Refuse to meet, to negotiate or to confer on proper matters with representatives of the Association as set forth in this Agreement, provided, however, that the Employer is not required to meet with any representative group or committee containing more than five (5) Association members and counsel.

ARTICLE VII RIGHTS OF EMPLOYEES

- A. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.
- ~~B. The security of the community depends to a great extent on the manner in which police officers perform their duty. Their employment is thus in the nature of a public trust.~~
- C. It is recognized that in unusual situations, the personal life of a police officer or his conduct when not on active duty may be considered illegal and, therefore, become the subject of department investigation. The President of the Association shall be notified immediately of the proposed investigation and the reason therefor; otherwise, no investigation shall be made into the personal life of an officer which does not affect his ability to perform assigned duties, and no disciplinary proceedings may flow therefrom.
- D. It is recognized also that the wide ranging powers and duties given to the Bureau and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. These questions may require immediate investigation by superior officers designated by the Chief. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are adopted:

1. The interrogation of a member shall be at a reasonable hour, preferably when the member is on duty, unless the urgency of the investigation dictates otherwise, in which event reassignment of the member shall be employed. In the event neither of the above alternatives is feasible and the member's time is lost, he shall be compensated therefor pursuant to the provisions of Article X, Section 2A.
2. The interrogation shall take place at a location designated by the investigating officer. Usually, it will be at Police Headquarters.
3. The member shall be informed of the nature of the investigation before any interrogation commences, including the name(s) of the complainant(s). The addresses of the complainants and/or witnesses need not be disclosed. However, sufficient information reasonably to apprise such employee of the allegation should be provided. If it is known that such employee is being interrogated as a witness only, he must be so informed at the initial contact.
4. The questioning shall not be excessive. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls and rest periods as are necessary.
5. No member shall be required to submit to a polygraph test during the investigation of alleged department misconduct.
6. The member shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
7. The complete interrogation of the member shall be recorded mechanically or by a department stenographer. ~~There will be no "off-the-record" questions. All recesses called during the questioning shall be recorded.~~ Interrogation records shall be the property of the City of Troy, but a copy will be made available to the Association and/or to the individual upon request.
8. If a member is under arrest or is likely to be; that is, if he is suspect or the target of a criminal investigation, he shall be given his Constitutional rights pursuant to the controlling decisions of the Supreme Court of the United States in effect on the date of the interrogation.
9. In all cases, in the interest of maintaining a degree of high morals of the force, the City shall afford an opportunity for a member, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of law or the Rules and Regulations of the Bureau. Counsel and a representative of the Association may be present during the interrogation of a member.
10. Whenever an entry is placed in the employee's personnel record, the employee shall be advised of the action in writing within three (3) days of such entry.

ARTICLE VIII DISCIPLINARY ACTION

- A. In the event that an investigation results in the institution of disciplinary action, a representative of the Association shall be free to participate in all stages of the proceedings, if the Association so elects, and shall be provided with a copy of the charges and specifications, recommendations and decisions, if so requested.
- B. Unless the affected police officer should otherwise agree, with prior notice to the Association, all disciplinary proceedings shall be controlled by Article 5 of the Civil Service Law of the State of New York. If the affected officer is found guilty, he may, within twenty (20) days, in writing, elect to follow the appeal procedure set forth in the statute or appeal to arbitration as provided in this Agreement.

If an election is made to review by arbitration, the election shall be to the exclusion of all other remedies and the arbitrator shall be limited to the evidence contained in the record. The arbitrator shall have the power to reverse or to modify any finding of guilt and the degree of punishment imposed.

- C. No employee may be brought up on charges for acts which occurred more than twelve (12) months prior to the serving of charges upon him except for acts which would constitute a crime.

ARTICLE IX GRIEVANCE PROCEDURE

A. DECLARATION OF BASIC PRINCIPLE.

Every employee shall have the right to present a grievance in accordance with the procedures herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to representation of his own choosing at all stages of grievance procedure.

B. INDIVIDUAL GRIEVANCE.

- 1. An employee who claims to have a grievance shall present the grievance, in writing, in triplicate, with one (1) copy to his immediate supervisor, one (1) copy to the Chief and one (1) copy to the Association, within ten (10) working days of the incident giving rise thereto or after he learns or should reasonably have learned of the incident which created or caused the grievance.

2. Within ten (10) working days after the grievance has been submitted to him (exclusive of the day of receipt of the grievance) the Chief shall make a decision and communicate the same, in writing, by personal delivery to the grievant, his representative, if any, and to the Association President or his designee.
3. If the employee or the Association does not accept the decision of the Chief, an appeal may be taken therefrom by either or both to the Mayor, in writing, within ten (10) working days from receipt of the Chief's decision.
4. The Mayor shall render a decision, in writing, within ten (10) working days after the grievance appeal has been submitted (exclusive of the day of receipt of the grievance appeal) and communicate the same in writing, by personal delivery to the grievant, his representative, if any, and to the Association President or his designee.

C. POLICY GRIEVANCE.

1. A policy grievance is defined as one wherein the grievant is the Association and in which the subject matter has Bureau-wide implications or affects more than one (1) employee or affects the Association independent of the employees covered hereunder.
2. A policy grievance shall be presented, in writing, in duplicate, with one (1) copy to the Chief and one (1) copy to the Mayor within fourteen (14) calendar days of the incident giving rise thereto or after the Association Grievance Chairman learned or should reasonably have learned of the incident which caused the grievance.
3. ~~Within ten (10) working days after the grievance has been submitted,~~ (exclusive of the day of receipt of the grievance) the Mayor shall make his decision and communicate the same, in writing, by personal delivery, to the Association President or his designee.

D. ARBITRATION

1. If the Association does not accept the decision of the Mayor, it may, within twenty-one (21) calendar days of receipt of said decision, proceed to arbitration pursuant to the provisions of Part 207 (Voluntary Grievance Arbitration) of the Rules and Regulations of the Public Employment Relations Board.
2. The arbitrator shall have no power to add to, subtract from or to modify the provisions of this Agreement and shall confine his decision solely to the application and interpretation hereof. The decision of the arbitrator shall be final and binding on the parties hereto and employees covered hereunder.

3. The fees and expenses of the arbitration shall be in accordance with the standards of the Public Employment Relations Board and shall be paid by the party against whom the arbitrator's award is found or as otherwise apportioned by the arbitrator.

ARTICLE X HOURS OF WORK AND OVERTIME

SECTION 1 - HOURS OF WORK

- A. The basic work week for all members shall be forty (40) hours. In view of the requirement that the City be protected twenty-four (24) hours per day, seven (7) days per week, the Chief shall schedule tours of duty, and shall make necessary assignments (subject to the provisions of Article XII and Article XXVII). Schedules relating to the days off and normal duty hours in effect on January 01, 1977, shall continue unchanged unless mutually agreed upon, or for temporary periods in the event of strikes, riots, conflagrations or occasions when large crowds shall assemble or other similar emergency or on a day on which an election authorized by law shall be held.

The regular work day for each police officer shall be a period of eight (8) consecutive hours including meal periods. Employees, other than uniformed employees in the Patrol Division, may be required to work five (5) minutes before the beginning of their regular shift for roll call, inspection and briefing.

- B. The city will provide the Association with a current Table of Organization. In the event that the City finds it necessary to change the Table of Organization, the City will submit to the Association, in writing, the proposed reorganization plan for the purpose of obtaining members' views and shall discuss the same prior to implementing such change.
- C. The PBA President will be assigned an extra position on the Second Platoon with a day off schedule of Sunday/Saturday. The PBA President will be allowed time off to attend to PBA business as required upon submitting written notification to his Platoon Commander.
- D. Desk Sergeants' Work Schedule:

The day off schedule for Desk Sergeants shall be Sunday/Thursday and Monday/Saturday in each two-week period.

SECTION 2 - OVERTIME WORK

- A. Any police officer working in excess of eight (8) hours on any one tour of duty or recalled to duty for any reason, including court appearance, shall be compensated for all such additional time at one-and-one-half (1½) times his regular hourly rate. Such rate shall be computed in accordance with Article XXI. The officer may elect to take compensatory time in lieu of cash payment, in which event he will be allowed one-and-one-half (1½) hours compensatory

time for each hour of overtime worked. Compensatory time may be accumulated to the extent allowed under existing federal law and/or regulations as they may apply to local governmental police officers.

- B. All police officers recalled to duty shall be paid not less than four (4) hours pay for court time and three (3) hours pay for all other time as provided in Paragraph "A" above.

It shall be the member's choice as to compensation for overtime, in the form of compensatory time or pay.

- C. Any police officer required to work overtime shall be compensated for a minimum of one (1) hour.
- D. Whenever overtime or recall is necessary, which does not relate to a matter for which a specific officer is responsible, the senior available police officer of the appropriate rank in the Division or Platoon which has jurisdiction of the case or problem, must first be recalled. If more than one officer is needed, such additional personnel shall be recalled from the members of the same Division and the same rank in order of priority. Provided that insofar as possible, all overtime and recall shall be rotated between members of the same rank within the Division so as to equalize the number of additional duty hours among all such members, when averaged over a yearly period.

ARTICLE XI PERMANENT, PROBATIONARY AND PROVISIONAL POLICE OFFICERS

Subject to the provisions of the Civil Service Law and the applicable rules of the Civil Service Commission, employees of the Bureau of Police are hereby classified as follows:

- A. Permanent Employees:** A permanent employee is a police officer who has completed his probationary period after appointment from a Civil Service List. If the employee has received a promotional appointment and is on probationary status in a higher ranking position, a position shall be made available to him in the event that it is decided that he will not have permanent status in the higher rank. Such a return to the lower rank shall not cause a layoff of other members of such lower rank.
- B. Probationary Employees:** A newly appointed police officer shall be deemed on probation for the minimum period required by the Rules and Regulations of the Civil Service Commission. The City may extend the probation period beyond the minimum and up to the maximum period provided by law upon giving notice to the employee as to the reason why the appointment has not been made permanent. The employee shall, during probation, be entitled to all the benefits available under this Agreement. The same provisions shall apply to an employee who has received a promotional appointment and is required to serve a probationary term by law or by the rules of the Civil Service Commission.

- C. Provisional Employees:** A provisional employee is one who is holding a position without appointment from a Civil Service List. The City agrees that it shall not make provisional appointments except and only for the duration of an emergency as set forth in Section 3.10 of the City Charter which had read:

Section 3.10 Public Emergencies. In the case of any public emergency such as conflagration, riot, storm, earthquake, or other unusual peril to the lives or properties of the citizens of Troy, it shall be the duty of the city manager to declare such public emergency and to summon all the forces of the city for the purpose of taking all possible protective measures. The manager shall also have the power to summon, deputize and otherwise employ such other persons as he may deem necessary in such protective measures. Any expense incurred under the provisions of this section shall be proper charges against the city.

ARTICLE XII SENIORITY

- A. Seniority shall be determined as of the date of the employee's appointment or promotion from a Civil Service List as a police officer in the City of Troy. If two (2) or more employees are appointed or promoted on the same day, the person standing highest on the Civil Service eligibility list shall be considered the senior appointee. Officer seniority shall be determined as of the date of Civil Service promotion, but if two (2) or more officers of equal rank are promoted on the same day, the police officer holding the highest rank on the Civil Service List shall be the senior appointee. If two (2) or more employees appointed or promoted on the same day have identical ranking, the member with the greatest length of service as a police officer shall be considered the senior appointee.

Included shall be time spent in the armed forces on military leave, time lost because of duty-connected disability, sick leave or authorized leave of absence, not to exceed one (1) year, except that leave of absence to engage in other employment or field of endeavor shall not be included.

- B. An up-to-date seniority list showing the names, length of service dates, Civil Service examination grades, where necessary, and rank shall be furnished to the Association. A copy of the list shall be maintained for inspection by members.
- C. An employee shall forfeit his seniority rights only for the following reasons:
1. Resignation.
 2. Dismissal without reinstatement.
 3. Regular service retirement.

- D. The City is in accord with the principle that seniority should be a major factor in filling job openings, unless the senior employee is not qualified to perform the duties required. It is recognized, however, that the public safety must not be jeopardized through artificial constraints resulting from the strict application of seniority.
- E. In determining preference for the purpose of selection of vacations or assignments, seniority within rank shall control.
- F. In the event it becomes necessary to reduce the police force, seniority within the Bureau shall govern layoffs and recalls. The employee lowest on the Seniority List shall be the first laid off and the last to be recalled.

ARTICLE XIII HOLIDAYS

- A. All employees whose tour of duty does not require them to work shall be released from duty without loss of pay on the following holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Easter Sunday
Memorial Day
Day After Thanksgiving

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

- B. ~~All employees hired after October 19, 2001 shall have eleven (11) holidays. The day after Thanksgiving, Lincoln's Birthday and Washington's Birthday shall not be considered holidays for such employees. President's Day shall, however, be a holiday for such employees.~~
- C. Furthermore, each employee will be paid thirteen (13) (or eleven [11] for employees hired after October 19, 2001) additional days' pay whether or not he is required to work on any of the above-mentioned holidays. Such an additional holiday pay shall be accumulated from December 25 of each year and paid in a lump sum on the first day of December of the following year.

ee on formal, unpaid leave of absence or layoff shall not receive holiday pay for during such leave.

paid to an employee scheduled to work on a holiday who fails to provides a good and satisfactory reason for the absence.

- F. Whenever civilian city employees are excused from work because of a special event not included in the regular leave calendar (such as Good Friday, death of an important public figure or any other occasion declared a holiday by the City, State or Federal authorities, equal times off shall be allowed to employees of the Bureau, either on the same day, or if required to work that day, on another day. This provision shall not apply to the practice of allowing clerical employees to leave work at 4:00 p.m. during July and August.
- G. When an Association member works his or her scheduled hours on a holiday, as defined in paragraphs "A" and "B" above, he/she will be compensated eight (8) hours compensatory time. In addition, when an Association member works overtime or callback on a holiday as defined in paragraphs "A" and "B" above, he/she will be compensated four (4) hours compensatory time. The granting of compensatory time shall be in addition to any other compensation as specified in paragraph "C" above.

ARTICLE XIV LEAVES OF ABSENCE - WITHOUT PAY

- A. The Chief may grant leaves of absence without pay to employees for periods up to fifteen (15) working days per calendar year. Leaves of absence in excess of fifteen (15) working days must be submitted to the Mayor for approval. No leave shall exceed one (1) year.
- B. A leave of absence without pay may be requested for any legitimate purpose but such leave shall not be granted if it is detrimental to the best interests of the City.
- C. Employees shall request such leaves of absence, in writing, well in advance of the date so desired; ~~however, the Chief and/or the Mayor may make exceptions in emergency situations.~~
- D. For leaves exceeding thirty (30) days, the employee may continue such benefits as hospitalization, life insurance, etc., at his own expense.
- E. If two (2) employees request leave for the same period, and the City cannot spare more than one (1), the senior employee shall be given preference unless the other employee needs the time for cogent, emergent reasons.

ARTICLE XV SICK LEAVE

- A. All members shall be allowed time off for illness without limitation. Any employee absent because of illness shall notify the Desk Officer of such absence and the reason therefor on the first day of such absence, unless his physical condition prevents him from giving such notice, in which event notice shall be given as soon as possible.

- B. Whenever a member is reported sick or disabled, it shall be the duty of the Police Surgeon to inquire into member's condition as soon as possible and, if in his judgment, such member may be unable to perform his duties or may require the attention of a physician, said surgeon shall issue a certificate addressed to the Chief of Police, relieving such member from duty.
- C. If an employee becomes disabled because of injuries received in the course of his employment with an employer other than the City of Troy and when the injured is not engaged in activities related to police security or similar duties and the employee is receiving Workers' Compensation benefits from such employer or from his insurance carrier, he will be continued on sick leave for such period of disability up to the maximum period provided in Section 73 of the Civil Service Law, but the City of Troy may reduce his wages by an amount equal to the Workers' Compensation benefits that he receives.
- D. If the Police Surgeon determines that an employee is not physically fit for duty as a police officer, but is capable of performing work of an unrelated nature in outside employment, his sick leave will be continued until such time as the Police Surgeon certifies him fit for full active duty.
- E. Any member who is unfit for duty due to a job-related injury or illness of a temporary nature shall, during such absence from duty, continue to receive all benefits under this Agreement to which he would otherwise be entitled.
- F. Any member not using sick leave in a six (6) month period will be given one (1) additional vacation day. Any member who is out of work due to an on-the-job injury will not lose this benefit.

ARTICLE XVI MILITARY LEAVE

- A. The City will abide by the re-employment rights as provided in the Selective Service Act and in the New York State Military Law, as they now are in effect or may be amended. Regular employees who are members of the National Guard or of Military Reserve organization will be granted a leave of absence without pay if called to active duty.
- B. As more fully set forth in Section 242 of the Military Law, police officers who are members of the National Guard or of any Military Reserve organization and who are required to attend training sessions or other military duty, shall be granted leave of absence with full pay for a period not to exceed thirty (30) days and such leave will not be charged to vacation or any other leave provisions of this Agreement.

**ARTICLE XVII
VACATION LEAVE**

Vacation leave is authorized absence from duty with pay.

A. Vacation leave shall be earned in accordance with the following schedule:

| <u>TIME EMPLOYED WITH CITY OF TROY</u> | <u>VACATION LEAVE EARNED</u> |
|--|------------------------------|
| 1 to 12 months | 1 work day per month** |
| 13 to 60 months | 10 work days per year |
| 61 to 120 months | 20 work days per year |
| 121 to 180 months | 25 work days per year |
| 181 to 240 months | 30 work days per year |
| 241 to 300 months | 35 work days per year |
| 301 or more months | 40 work days per year |

(**Not to exceed ten (10) work days in first calendar year.)

Employees hired after April 1, 1998 shall earn vacation as follows:

| <u>TIME EMPLOYED WITH CITY OF TROY</u> | <u>VACATION LEAVE EARNED</u> |
|--|---|
| 1 to 12 months | 1 work day per month (maximum of 10 work days) |
| 13 to 60 months | 10 work days per year |
| 61 to 120 months | 15 work days per year |
| 121 to 240 months | 20 work days per year |
| Over 240 months | 25 work days per year |

The following officers (Gorleski, Hughes♦ P. Montanino, Kehn, Epstein [Group B]) shall earn vacation as follows:

| <u>TIME EMPLOYED WITH CITY OF TROY</u> | <u>VACATION LEAVE EARNED</u> |
|--|---|
| 1 to 12 months | 1 work day per month** (maximum of 10 work days) |
| 13 to 60 months | 10 work days per year |
| 61 to 180 months | 20 work days per year |
| 181 months + | 25 work days per year |

No seasonal, temporary or part-time employee is eligible for vacation leave.

♦ In dispute.

- B. Employees shall receive credit for a month worked for every month in which they worked or received wages for a minimum of fifteen (15) working days. Time lost by an employee by reason of absence without pay shall not be considered in computing earned credits for vacation leave.
- C. All credits for months earned shall be computed from the date of appointment as an employee of the City of Troy.
- D. New employees shall be credited with one (1) day's vacation leave time for each month of service, as above defined; however, no employee shall utilize vacation leave credits prior to completion of one hundred twenty (120) calendar days of employment.
- E. Employees may accumulate vacation leave days for future use to a maximum of forty (40) work days.
- F. Employees may redeem up to five (5) days per year of accrued, unused vacation leave, payable in any pay period designated by the employee, provided that the employee gives the City notice of his/her request to redeem his/her vacation days four (4) weeks in advance of the pay day on which the employee requests to receive the payment. In cases of hardship, the employee may provide less than four weeks' notice and the employee shall be paid with such shorter notice provided that the City has ability to pay at the time.
- G. Vacation leave schedules shall be designated by the City so as to permit the continued operation of all City functions without interference.

Employees will be given preference by seniority, to select available vacation periods for their allowable vacations. Available vacation leave period schedules shall be posted prior to March 1st of each year. After selections are approved, they shall be final except for emergencies.

- H. Vacation leave shall be scheduled in weekly periods. Vacation leave for periods of less than one (1) week will be allowed only when good cause exists or when the vacation leave credits earned in the first calendar year of employment are less than one (1) week. Vacation leave may be allowed in advance of earned time to assure members equal opportunity to bid for desirable vacation leave periods.
- I. Employees shall be entitled to compensation of unused vacation leave in any of the following instances:
 - (1) Any employee giving at least (5) working days' written notice regarding termination of his employment with the City shall be entitled to compensation for any unused portion of vacation leave time, as of the date of separation.
 - (2) Any employee who is placed on indefinite layoff or separated shall be compensated for his accrued and unused vacation leave time.

- (3) Any employee who enters military service shall be compensated for unused leave time in accordance with Section "A" above, paid to him at the time he leaves the City to enter military service.
 - (4) Any member entitled to vacation benefits who may die prior to receipt of said benefits shall have an amount equivalent to his pay for those days paid to his next-of-kin or estate.
 - (5) Any member entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation shall have the right to postpone the taking of such vacation until such time as he is physically capable of so doing or at his election to receive an amount equivalent to his pay for each and every day of the vacation period to which he would be entitled. Similarly, an employee who becomes ill or disabled when on vacation and requires hospitalization, shall have the time spent in the hospital charged to sick leave and not to earned vacation leave.
- J. A leave of absence without pay, or a resignation followed by reinstatement or re-employment in City service within one (1) year following such resignation, shall not constitute an interruption of continuous service for the purpose of this section; provided, however, that the leave without pay or the period between resignations and reinstatement or re-employment, during which the employee is not in City service, shall not be counted in determining eligibility for additional vacation leave credits under this section.
- K. Employees may utilize earned vacation leave credits in case of illness or death of family members other than those defined under the personal leave provisions of this contract as "immediate family". Advance notice of not less than twenty-four (24) hours shall be provided when possible.

ARTICLE XVIII HEALTH INSURANCE

- A. Effective January 1, 2008, the City shall offer all current employees the Traditional Blue PPO 898 as modified per the attached three (3)-page document. This plan shall remain unchanged in all respects for the duration of this agreement. If any employees or negotiating unit receive(s) any added benefit to the modified Traditional Blue PPO 898, P.B.A. members shall receive same. Prescription Co-pays will be \$5 for generic drugs, \$15 for preferred brand name drugs and \$35 for non-preferred brand name drugs. Express Scripts or its equal will be offered at a 90-day supply for the co-pay price of a 60-day supply. Effective January 1, 2008, the Canadian Drug program with zero co-payments for a 90-day supply will be offered. Should the Canadian prescription option become unavailable or is modified, an option that is equal to the current plan shall be made available by the City. Members who opt for the Canadian program will continue to have the right to purchase prescription drugs through Express Scripts or other plan administered card program consistent with the terms of the Plan. Participation in the Canadian Drug program is completely voluntary and may be discontinued at any time by an employee who has opted into the program. The Canadian Drug program is a supplement to other available

prescription drug programs under this Agreement and will not supersede or replace any of those programs. The City will provide members with forms for enrollment in the Canadian Drug program. Members shall have 60 days from the ratification of this Memorandum of Agreement underlying this Collective Bargaining Agreement to retire under existing health, prescription and dental coverage.

The City shall offer, starting in calendar year 2008, if possible, but in no event later than calendar year 2009, a Health Savings Account/Child Care Account (pre-tax deduction for qualifying expenses) to the maximum amount permitted by law.

- B. The City shall offer to all employees hired before October 19, 2001 (the date of the execution of the 1999-2003 Collective Bargaining Agreement) the option of the Traditional Blue PPO 898 Plan (as modified) or, as currently provided, the Capital District Physicians' Health Plan ("CDPHP"). Such employees shall retain the right to convert from either of the two (2) plans to the other during the annual health insurance open enrollment period.

If the "premium cost"¹ for CDPHP exceeds the "premium cost" for the Traditional Blue 898 Plan (as modified), the employee selecting CDPHP shall pay 100% of the premium cost difference between CDPHP and the Traditional Blue 898 Plan (as modified) on a payroll period basis by payroll deduction.

- C. All employees hired after October 19, 2001 (the date of the execution of the 1999-2003 collective bargaining agreement) shall be offered the Traditional Blue 898 Plan (as modified) only and shall not have an option to elect CDPHP; provided, however, that if Federal or State Law requires the City to offer an HMO option, it will do so. The PBA may grieve/arbitrate any failure by the City to comply with such Federal or State Law pursuant to the grievance and arbitration procedures of the Collective Bargaining Agreement.
- D. Except as set forth below, employees who retire after the execution of this Agreement shall be eligible for health insurance in the same plan, or its equal, in which they are enrolled at the time of retirement, and under the same terms.
- E. Employees hired after January 27, 1999 shall contribute 15% towards their health insurance plan and be responsible for applicable co-pays and deductibles throughout their employment and retirement.
- F. Attached hereto as Appendix A is a description of the Traditional Blue PPO 898 (as modified).

¹ Premium cost for the Traditional Blue PPO 898 (as modified) will be determined by the Accrual Rate Calculation formula currently used by Blue Shield of Northeastern New York. The formula used to determine said premium cost will remain unchanged from the method in effect at the time of signing this agreement. When comparing the Traditional Blue PPO 898 (as modified) premium cost to the cost of CDPHP, the cost of the Express Scripts Prescription Drug Plan (or its equal) will be added to the Traditional Blue PPO 898 (as modified) premium rate prior to said comparison being made.

- G. Except as provided in paragraph E above, employees covered under this contract who have retired since January 1980 will have the cost of their insurance plan (Individual/Family) paid in full by the City.
- H. The City shall provide and maintain the Blue Shield family dental plan, or its equal, currently used for members of the Association and their dependents and to which the City shall contribute one hundred percent (100%) of the annual premiums for coverage of members and their dependents. There shall be a \$2,000 annual cap per person on all dental work. The cap is not per family; rather, each individual enrolled employee and each family member participating in the plan has a separate \$2,000 Cap.
- All current and future retirees shall be eligible to enroll in the Dental Insurance Plan which the City provides to active members.
- I. In addition to the benefits provided above, and in Section 207-c of the General Municipal Law, an employee injured in the course of duty who requires hospitalization will be provided with private room care at the expense of the City.
- J. All employees shall be covered for death benefits as provided in Section 208-B and 208-C of the General Municipal Law.

ARTICLE XIX RETIREMENT PLAN

- A. The city shall be a participant in the New York State Policemen and Firemen's Retirement System and shall subscribe to the following plans:
1. Non-contributory "25-Year Plan" (Section 384 and Section 375-"c", "e", "g", "h", "i" of the Retirement and Social Security Law).
 2. The City will further provide to all members, without cost to such employees as elect to subscribe thereto, the non-contributory twenty (20) year retirement plan provided in Section 384-d of the Retirement and Social Security Law.
 3. The City will provide to all Tier 1 members without cost to any Tier 1 employee, the one (1) year final average salary provisions as set forth in Section 302-9d of the Retirement and Social Security Law.
 4. In addition, effective January 2, 2002, the City will provide to all Tier 2 members without cost to any Tier 2 employee the one (1) year final average salary benefit as provided in Retirement and Social Security Law Section 443(f). The *quid pro quo* for this benefit is the PBA's agreement to accept a zero percent (0%) salary increase in the year 2002.

5. The City warrants that on or before January 2, 2002, it took all steps necessary to provide all Tier 2 employees with the additional pension benefits of Retirement and Social Security Law Section 443(f) (which references Retirement and Social Security Law Section 302-9d) as presently or hereafter amended.
- B. The following "fringe" retirement benefits shall further be subscribed to:
1. Additional retirement benefits provided for in Section 341(k) of the Retirement and Social Security Law (military service credit and World War II credit) in accordance with the terms set forth in said statutes.
 2. As available, re-opening of the privilege of having service credit for a past period of military leave without pay.
 3. The right to purchase credit for service while a member of any other New York State or subdivision of the State's retirement system.

ARTICLE XX

UNIFORM ALLOWANCE AND UNIFORMS

- A. All members shall earn a clothing allowance in the amount of \$750.00 per year, pro rata, in accordance with the following schedule, for replacement of uniform items and equipment. The uniform allowance (full amount) shall be made either by voucher or check at the individual employee's discretion. Members must notify the Department by the 1st of each year of their selection (voucher or check). If the Department is not notified by that date by a member(s), such member shall be paid the applicable uniform allowance. This money (or voucher) will be disbursed (provided) on the first payday in February of each year.
- B. Newly appointed Police Officers shall be given the following uniform items or such similar items as the uniform specifications may indicate at the time of appointment:
1. One (1) winter outer garment designated by the Chief of Police
 2. Two (2) pairs of winter trousers
 3. Two (2) pairs of summer trousers
 4. Three (3) long sleeve shirts w/patches
 5. Three (3) summer shirts w/patches
 6. One (1) service cap
 7. One (1) tie and one (1) Troy Police tie bar
 8. One (1) trouser belt
 9. One (1) pair dress gloves
 10. One (1) pair gloves
 11. Three (3) pairs navy blue/black socks
 12. One (1) uniform sweater with patches
 13. One (1) raincoat—reversible orange & black
 14. One (1) rain cap cover—reversible orange & black
 15. One (1) pair knee high black rubber boots
 16. One (1) pair shoes—low cut or ankle height as decided by the appointee

17. One (1) equipment belt
18. One (1) holster
19. One (1) set of collar brass
20. One (1) handcuff case
21. One (1) set of handcuffs w/key
22. One (1) double magazine holder
23. One (1) collapsible baton
24. One (1) collapsible baton holster
25. One (1) dress blouse

In addition, each newly appointed Police Officer shall be issued the following items of City-owned equipment for use during his period of employment.

1. One (1) duty weapon as designated by the Chief of Police
2. Two (2) Troy Police badges—one(1) for the service cap and one (1) chest badge

The City equipment shall be maintained by the officer and replaced, as needed, by the City.

- C. Members who terminate their employment shall not receive compensation for uniform allowance earned but not paid.
- D. Employees are required to maintain their uniform in a neat and clean manner at all times. Directives by superior officers to repair, replace or to clean uniform items shall be obeyed immediately.
- E. Newly promoted, transferred or reassigned officers shall be supplied by the City, at its expense, with all additional uniforms, clothing and equipment required in connection with the new position. When a member reverts to a regular uniform assignment after five (5) or more consecutive years of active service out of uniform, the City will supply such equipment and uniform items which he does not have or which are not fit for present use for reasons other than size alone.
- F. Police Officers who are required to perform their duties in civilian dress shall be paid in cash the same allowance as set forth in Section "A" above.
- G. In the event that the City decides to change the style of uniform worn by Police Officers, the City will supply new uniforms at its own expense without charge-back to the allowance described above.
- H. The City will replace, at its expense, all clothing and equipment damaged, stolen or destroyed in the course of duty, excluding normal wear and tear.

ARTICLE XXI
WAGES AND OUT-OF-GRADE WORK

- A. Wages. The wage or salary scales are set forth in Schedule "A" attached to this Agreement and made a part hereof.

In addition, the City expressly guarantees that a certain Memorandum of Understanding dated May 10, 1991 and effective May 20, 1991, as amended on page 8 of Appendix B hereto, shall continue in full force and effect without change at least through December 31, 2010. This agreement is supplementary to any and all provisions now in effect regarding the duration of said Memorandum of Understanding and is without prejudice to the PBA's contention that said Memorandum of Understanding is permanent and without fixed duration. A copy of this Memorandum of Understanding, together with its February 8, 1995 modification, is attached hereto as Appendix B and made a part hereof.

- B. To determine the hourly rate, the total annual remuneration, including longevity and shift differential, if any, shall be divided by two thousand (2,000).
- C. Compensation for Out-of-Grade Work. A member who is temporarily assigned to perform duties of a higher rank shall be paid at the wage scale of the highest rank for every day so employed, commencing with the first full day of such employment. The hourly rate as defined above shall be applicable.
- D. Lateral Transfers

Lateral transfers (pursuant to the Civil Service Law) to the Troy Police Department shall, at the time of hire, be paid at the lowest salary step set forth in this Agreement that reflects their total months/years of full time police experience in jurisdiction(s) in which they previously served. All subsequent raises will be governed by time of service with the Troy Police Department. Seniority will be based on time with Troy Police Dept. only.

- E. The Evidence Technician stipend shall be as follows:

| | |
|---|---------|
| 1 st year as an Evidence Technician | \$1,000 |
| 2 nd year as an Evidence Technician | \$1,250 |
| 3 rd year and beyond as an Evidence Technician | \$1,500 |

This amount shall be paid on the first pay day in the month of December and shall not be prorated, payment based on consecutive years of service as Evidence Technician.

- F. Voluntary withdrawal from employment

If any employee hired (non-laterally) after the execution of the Collective Bargaining Agreement shall voluntarily leave employment with the City of Troy to work as a Police Officer for another police agency within five (5) years of being hired, he/she shall owe the City compensation for training and initial uniform purchase as follows:

| | |
|---|---------|
| 1st year or less after completion of training | \$5,000 |
| 2nd year or less after completion of training | \$4,000 |
| 3rd year or less after completion of training | \$3,000 |
| 4th year or less after completion of training | \$2,000 |
| 5th year or less after completion of training | \$1,000 |

ARTICLE XXII SPECIAL CONFERENCES

The City and the Association agree to meet and to confer on matters of mutual interest upon the written request of either party. The request shall state the nature of the matters to be discussed and reason(s) for requesting the conference. Discussion shall be limited to matters set forth in the request, but it is understood that these special conferences shall be held within ten (10) calendar days of the receipt of the written request and shall be held at a time and place which is mutually agreeable. Each party shall be represented by not more than five (5) persons at special conferences.

ARTICLE XXIII PERSONAL LEAVE

- A. All members hired before October 19, 2001, shall be granted a maximum of six (6) days per year personal leave without giving reason therefor, which leave shall not be cumulative. All members hired after October 19, 2001 shall be granted a maximum of four (4) days per year personal leave without giving reason therefor which leave shall not be cumulative. In addition, any member shall be granted five (5) work days with pay due to death in his/her immediate family. The term "immediate family" shall mean natural or foster stepparents, or grandparents, children, brothers, sisters, spouse, father-in-law or mother-in-law, grandchildren or any relative residing in the household, which leave may not be cumulative. Bereavement leave will be exclusive of days off. Personal Leave, but not Bereavement Leave, shall be prorated during the first calendar year of employment. Personal Leave may be taken in blocks of not less than two (2) hours.
- B. PBA members shall be paid for all unused Personal Leave as of the last day of the year for a maximum of thirty-six (36) hours of unused Personal Leave not later than February 01 of the following year.
- C. Members who are within 18 months of their retirement date (20 years) shall be entitled to one (1) day leave with pay to be used anytime within that 18-month period for the purpose of seeking retirement/career and/or related financial counseling and/or planning. The City shall facilitate the same by making available at the member's option free consultation with

appropriate City personnel to assist in such counseling and/or planning and to provide such information as the City may have with respect to a member's rights and benefits upon retirement from the force.

A member who chooses to remain on the force for three and one-half (3½) years after his retirement date (20 years) is thereafter entitled to another one (1) day leave with pay to be used anytime for the purposes set forth above.

- D. In addition to the foregoing, every employee shall be allowed all necessary release time with pay to take Civil Service promotional examinations for positions within the Department of Public Safety. Such employee will not be required to work for the 24-hour period to the end of the examination.

ARTICLE XXIV LEAVE OF ABSENCE FOR ASSOCIATION REPRESENTATIVES

Association officers, representatives and delegates will be allowed all necessary released time with pay to attend Association and Executive Board meetings; to participate in negotiations with the Employer, adjustment of grievances, arbitration hearings, and other functions relative to the operation of this Agreement. Five (5) members and the immediate past president who left office within the last twelve (12) months will be given leave with pay to participate in and attend conferences and conventions of affiliated associations and organizations.

ARTICLE XXV NEWLY CREATED AND VACANT POSITIONS

Newly created and vacant promotional positions shall be filled from Civil Service lists within thirty (30) days; provided, however, that if any list would expire prior to that time, the positions will be filled before the expiration of the list in existence at the time the vacancy occurs, or the new position is created. If it is necessary that a position be filled temporarily until a list is propounded, the Bureau shall post the position and candidates who would be eligible to take the Civil Service examination may apply for the temporary job. The provisions of Article XXVII shall apply. The person filling the position temporarily shall be compensated at the rate that the permanent position will pay.

- A. Civil Service lists shall remain in effect for not more than one (1) year from the date of issuance, unless the list is exhausted prior to termination of the one (1) year period, subject to the approval of the Civil Service Commission.

ARTICLE XXVI
PROFESSIONAL TRAINING AND
IMPROVEMENT COURSES

- A. The City and the Association are in agreement that it is in the best interest of the Administration of the Bureau that as many employees as possible participate in professional, educational and training courses whenever the same are available. In order to facilitate the availability of such courses to the personnel, the following criteria are hereby adopted.
1. The City shall post on bulletin boards, located at police headquarters, announcements of all courses to be given which are either compulsory for a segment of the staff, are prerequisites to promotion, or improved assignment, or may be optional for the purpose of improving the professional standing of the officer of the Bureau. All eligible staff members shall have an opportunity to bid for prerequisite, special and option courses. In the event that there are more bids than openings available, the senior personnel will be given the preference subject to any special requirements by the institution giving the course.
 2. **Compulsory Courses.** The City shall arrange all compulsory courses and training programs in such manner so that any police officers required to complete such courses or to participate in such training program shall be able to do so during his regularly scheduled tour of duty except that, all members shall be relieved of their regularly assigned duties for one (1) week each year for the purpose of being detailed to attend the annual in-service training school. The Bureau shall schedule the training over a period of time sufficient to enable members to choose the session which they will attend, consistent with the needs to maintain essential services by various units.
 3. **Optional Courses.** Any police officer attending an optional educational course related to the furtherance of his proficiency as a police officer, with approval of the City given in advance, shall upon successful completion thereof and presentation of evidence of such successful completion, be reimbursed by the City for the cost of the tuition and other expenses advanced by him in the taking of such course.
 4. **Prerequisite Course.** Whenever a course is given which is a prerequisite for promotion or for improved or advantageous assignment, the timing of such course shall be so arranged as to permit all interested personnel to register and complete the same in sufficient time to become a candidate for the position.
 5. **Special Course.** Whenever the Bureau determines that it shall sponsor a member to attend an educational or training program, at the Bureau's expense, the opportunity for such program shall be posted and all eligible members may apply for selection. It is recognized that certain courses so designated may be limited to particular ranks or assignments. When such is the case, all members within those ranks or assignments shall be given the opportunity to volunteer for selection. In the event that there are more bids than openings available, the senior personnel will be given the preference subject to any special requirements by the institution giving the course.

- (a) Whenever a special course or program is announced by an institution or agency which will result in the improvement of the professional capacity of a police officer, consistent with the need to maintain essential services as determined by the City and at no additional expense to the City, the City will arrange to permit as many of the eligible personnel as are interested to attend such course.

ARTICLE XXVII ASSIGNMENTS AND TRANSFERS

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

1. The Bureau may transfer any employee to a position less desirable than the one he formerly occupied in an emergency situation. However, such transfer shall not continue for more than one (1) week unless the employee agrees to continue to perform the duties for a longer period of time. If it is necessary to fill the position for an extended period of time, the qualified officer with the least seniority shall be selected.
2. Vacancies shall be posted and all employees desiring to be transferred to such assignments shall submit their written request to the Chief of Police. Appointments thereto shall be made by seniority. In the event a position is available for which special qualifications or skills are required, and the senior applicant is not qualified for the position, the Bureau shall immediately arrange for a training program for that member who shall be required to satisfactorily complete the course or program in order to fill the position. Any police officer who is by-passed in selection for such assignment shall be advised in writing of the reason therefor and may, if he believes the employer is in error, file a grievance.
3. In addition, all positions subject to annual bidding and all other annual bids shall be for a period from March 1 until February 28/29 of each year. The City shall conduct the bid(s) no later than February 1, and assignments shall take effect March 1. Bids shall be by seniority within rank (unless specifically agreed to between the P.B.A. only and the City) and shall apply to shifts, zones (where applicable) and duty assignment.
4. Whenever a vacancy exists in any Bureau or Division, including the Patrol Division, for any reason whatsoever (other than because of the annual Patrol Division and Evidence Technician Bids), the entire department shall be eligible to bid based on seniority within rank, for said vacant position. Vacancies in positions listed in the Table of Organization shall be posted as they occur, and all employees desiring to be transferred to such assignments shall submit a written bid to the Chief of Police or to the Chief's designee. Assignments based on bid shall be by seniority within ranks, and shall apply to duty assignment. Shifts, squads and zones (where applicable) shall continue to be bid annually except in the following positions:

- (a) Detective Bureau/SOS members;
- (b) Community Police members;
- (c) Traffic Safety Division members;
- (d) Records Sergeant;
- (e) The position of Evidence Technician shall (like the positions set forth in "a" through "d" above) be a permanent position; provided, however, that among themselves, those in the permanent Evidence Technician position shall bid annually based on seniority within rank for squad and shift. The inclusion of the position of Evidence Technician as a hybrid permanent position is based upon the further agreement that whenever there are more than eight (8) members working in Patrol (as per the minimum manning provision of this Agreement) and there is also more than one Evidence Technician on duty, at least one Evidence Technician shall always be assigned as such based on seniority and shall not be considered an "extra" on that shift.

Assignments within "Community Policing Unit" shall be at the discretion of the Commanding Officer.

The positions in "(a)" through "(e)" above are the only exceptions to the annual bid.

Nothing herein shall affect the existing rights of those members listed in 4(b) through (e) above to be eligible for any overtime/callback assignment in the Patrol Division.

In the event a position is available for which special qualifications or skills are required, and the senior applicant is not qualified for the position, the Bureau shall immediately arrange for a training program for that member who shall be required to satisfactorily complete the course or program in order to fill the position. Any police officer who is by-passed in selection for such assignment shall, upon request, be advised in writing of the reason therefor and may, if the member believes the employer is in error, file a grievance.

All positions in the Detective Bureau, Evidence Technicians and Patrol shall be rebid with the 2008 bid. SOS, Community Police, Traffic Safety Division and Canine Officer positions shall not be rebid with the 2008 bid.

Beginning with the 2008 Departmental Bid, members who are not currently serving as Evidence Technician and who bid for the position of Evidence Technician shall remain in that position for a period of three (3) years; No member currently serving as an Evidence Technician as of February 22, 2008 (the date of the signing of the Memorandum of Agreement underlying this Collective Bargaining Agreement) shall be subject to the three (3) year bid requirement, even if he/she does rebid for the Evidence Technician position with the 2008 Departmental Bid.

Members currently serving in the bid as Evidence Technician or rebid the Evidence Technician position in the 2008 Departmental Bid may use his/her outbid to bid for any Patrol Division position during the annual bid (or any mini-bid) or, in the event of a vacancy, into any of the following positions:

- (a) Detective Bureau/SOS members;
- (b) Community Police members;
- (c) Traffic Safety Division members;
- (d) Canine Officer;
- (e) Any new or modified position.

5. Detective Bureau On-Call

Two (2) members assigned to the Detective Bureau shall be "On-Call" each weekend from 11:00 p.m. Friday until 8:00 a.m. Monday. The intent of this provision is to insure that detectives will be available during off-duty hours to provide a timely response when investigative services are deemed necessary. Each member who works On-Call shall be provided with a City-owned vehicle, cell phone, portable radio, and shall be paid \$150.00 for each On-Call period worked. In addition, when an On-Call Detective is called into work, he/she shall be paid at the overtime rate and governed by minimum call back pay as set forth in the Agreement. Detectives who do not complete their On-Call assignment in its entirety will forfeit their On-Call pay, and the On-Call pay shall instead be paid to the Detective replacing the originally assigned member. It is further agreed that the On-Call pay shall be monetary only and not available for conversion to any form of leave from duty. The initial annual On-Call schedule shall be based upon the number of Detectives allocated to the Detective Bureau as established in the annual Table of Organization, and shall be bid annually with seniority (defined as time as a member of the Troy Police Department) governing the selection of the initial On-Call weekend. The City and PBA mutually agree that this bidding process is confined solely to this issue and shall not be used for any other process utilizing a bid.

On-Call Detectives may utilize sick leave, military leave, 207-c, and bid vacations as approved forms of relief from duty when scheduled or working On-Call. When a Detective who is scheduled to be On-Call is on "approved" leave, Detectives shall be offered the On-Call status on a "voluntary wheel" basis with the senior Detective being offered the assignment first. Once a Detective is offered and accepts On-Call status, he/she shall be dropped to the bottom of the voluntary wheel for the purpose of being offered the assignment the following week. (His/her place on the "mandatory wheel" [see below] shall remain unchanged. In the event no Detective wishes the On-Call assignment, the least senior Detective shall be assigned. There shall be a mandatory wheel for these assignments. Once a Detective is compelled to be On-Call, he/she shall be removed from the top of the mandatory wheel and placed at the "bottom" for the purposes of mandatory On-Call only.

The Detective Bureau Captain shall maintain a seniority list. If a Detective with an On-Call assignment wishes to give his On-Call assignment to another Detective, he shall so advise the Detective Bureau Captain who shall then use the voluntary list (with the voluntary wheel procedures above) to select a volunteer. If no Detective volunteers, no Detective will be

compelled to be On-Call, and there will be no switch permitted. This clause shall expire and sunset at the expiration of this Agreement.

6. Except as specifically provided herein, nothing contained in this Article shall limit the right of the City to organize and staff the Bureau of Police in the manner that it deems appropriate, including, but not limited to, creating and abolishing positions and determining the numbers and types, of positions available. Provided, however, that nothing in this section shall be construed as permitting the abridgement of the rights of members to bid on positions on the basis of seniority, abolishing and/or creating positions for the purpose or intent of evading the seniority-based bidding procedures set forth in this agreement, or otherwise affecting the rights of members under this Agreement.

In the event a new position is created, an existing position modified or there is a change in the Table of Organization, the permanent seniority-based bidding procedures apply.

In addition to all the circumstances set forth in this Article pursuant to which an employee may change his/her permanent bid job, each employee shall have the option, to be exercised only once during his/her employment, to bid out of his/her permanent bid job and into the Patrol Division at the time of the Annual Patrol Division Bid.

ARTICLE XXVIII WAIVER CLAUSE

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

ARTICLE XXIX MISCELLANEOUS PROVISIONS

1. Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by a member on his or her time off, which would have been taken by an employee on active duty if present, or available, shall be considered official action and the employee shall have all of the rights and benefits concerning such action as if he were on duty.
2. In the event that a police officer is faced with a civil claim arising out of an incident related to his service with the Bureau, the City will provide legal counsel for his protection and hold him harmless from any financial loss, including punitive damages, pursuant to and as provided for in Section 50-3 of the General Municipal Law.

The determination of whether any member properly discharged his duties within the scope of his or her employment, as such is referred to in Section 50-3 of the General Municipal Law, shall be made by a board comprised of five (5) members to include the Mayor, Corporation Counsel, Chairman of the Public Safety Committee of the Troy City Council, President of the Troy PBA and the President of the Command Officers Association or their designated representatives. Any such determination shall be made by a vote of the majority of said board at a meeting. Before voting, the Board must provide the member with an opportunity to be heard and must consider all relevant submissions made by the member in support of his position.

3. The Bureau will furnish for the use of the Association space for bulletin boards in various parts of the headquarters building. The Bureau also will provide the Association with mutually agreed upon office space. The Bureau will make meeting rooms available to the Association.
4. Employees who are required to use their personal automobiles for official purposes shall be compensated by the City at the standard mileage rate determined by the Internal Revenue Service for the applicable year.
5. The City will provide each employee with a handbook containing the Rules and Regulations of the Department, a copy of this Agreement in booklet form and any general, special or personnel order which directly affects a member. Provisions in the Rules and Regulations, inconsistent with this Agreement, shall be modified accordingly.
6. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit, without discrimination, interference or coercion.
7. This Agreement shall become effective as of January 01, 2005 and shall terminate on December 31, 2010 provided that a new contract has been entered into to take effect on January 01, 2011. ~~If the parties hereto have failed to agree upon a new contract on or before December 31, 2010, all of the terms and conditions set forth in the Agreement and any supplemental or modification thereof shall continue in full force and in effect until the date of execution of the new Agreement.~~
8. On or about January 01, 2010, immediately preceding the expiration of this Agreement, the parties may meet to exchange their proposals for the negotiations for the execution of a subsequent agreement, and the parties must meet not later than August 2010 to exchange their proposals for negotiations for the execution of a subsequent Agreement.
9. Insofar as any provision of this Agreement shall conflict with an ordinance or resolution of the City, appropriate Council action shall be taken to render such ordinance or resolution compatible with this Agreement.
10. Wages, hours and all other conditions of employment legally in effect at the execution of this Agreement, except as improved herein, shall be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

11. If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with and enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually acceptable replacement for such article or section.
12. The Safety Committee of the Association shall be free to inspect any equipment used in the field of Police work or other work of the Bureau, and to advise the Chief of any faulty equipment found. Any police officer who believes that a piece of equipment is unsafe and dangerous to life and limb may refuse to work with such equipment unless he is directed to do so by written order from the superior officer in charge who must certify in that order that the equipment is safe for the purpose intended.
13. **Deferred Compensation Plan.** The City shall offer to the members of the Association such deferred compensation plan as may be established by the City and amended from time to time. The participation in said plan by any member shall be at his or her option and shall be in accordance with the rules and regulations set forth in said plan as well as any applicable state and/or federal laws.
14. **Miscellaneous**
 - A. The parties agree to establish a Labor-Management Committee, consisting of three (3) representatives from each party, to study and make recommendations to the PBA and the City concerning:
 1. The implementation of a system to replace Article VIII-Disciplinary Action, of the existing contract with a Disciplinary Grievance Procedure.
 - B. ~~The committee shall meet prior to the final execution of the Agreement and~~ beginning as soon as possible after the signing of the Memorandum of Agreement. The City representative shall be responsible for arranging the first such meeting, and until any agreement is reached, based upon the recommendation of the committee, the parties shall adhere to the present system.
 - C. In the event that the committee recommendation does not result in the parties reaching an agreement by six (6) months after the signing of the Memorandum of Agreement, the PBA shall have the option of re-opening the negotiations of this contract for the purpose of negotiating modifications in the Article affected by the committee's studies or continuing the present system.
15. There shall be no lay-off of employees, and each and every member of the Troy Police Benevolent and Protective Association shall be assured employment in calendar 2000, 1001, 2002 and 2003 equal to the number of regular days worked by such member in calendar 1999, it being the intent of the parties that all members employed in 1999 be continued in employment throughout 2000 and 2001, 2002 and 2003, in at least their present capacities without reduction or diminution of hours, pay or benefits.

16. Proposals made by either party with respect to changes for the 2005-2010 Collective Bargaining Agreement which have been rejected in their entirety and the discussions had with respect thereto shall not be used, or referred to, in any way during or in connection with the arbitration of any grievance under this Agreement, except in case of an action for rescission or reformation hereof. The intent of this provision is to prohibit either party to this Agreement from arguing that because the other party made a proposal, that party admits that the contract does not already provide for the same. It is not intended to preclude reference to bargaining history to permit an understanding of the meaning and intent of any provisions of this Agreement. Therefore, this provision does not apply to any proposal which, in any form or version, or in concept, before or after discussion, became part of this Agreement.
17. The City will implement a performance evaluation system as specified in General Order 100-34 in effect at the time of this Agreement or any mutually agreed upon revised equivalent. The performance evaluation system is intended to be a mechanism through which the Bureau can improve employee performance by informing its members about their job performances, and providing the Bureau with the opportunity to be responsive to members' needs through the training function.

The purpose of the performance evaluation is to improve overall job performance through an objective and fair evaluation of members of the department in a manner designed to encourage members to perform at their highest level.

The evaluation process is intended to be a positive tool for improving workplace performance. The annual performance evaluation instrument will be placed in an employee's personnel file and maintained for no longer than three (3) years from the date of the evaluation. Performance evaluations may not be used for any purpose in a disciplinary proceeding or appeal therefrom without the consent of both the City and the affected member.

Because the evaluation system set forth in General Order 100-34 does not purport to evaluate a member's performance in comparison to another member's performance, such evaluations shall not be used or made available to persons who are considering the relative strengths and weaknesses of members for any purpose under the applicable provisions of any law or this Agreement, including but not limited to promotional opportunities for the top three persons on any eligible list.

18. Residency

No member shall be required to reside within the City of Troy as a condition of employment or promotion, and residency within the City shall not be considered in promotional or any other personnel decisions whatsoever. The sole consequences for a member who does not reside in the City shall be limited to a loss/reduction in holiday pay under the circumstances set forth below.

(a) New employees. All persons hired after the date this Memorandum of Agreement is approved by the City Council must live within the City of Troy for a period of five (5) years from their date of hire; if any such person fails to reside in the City for such period of time, he/she shall be ineligible to receive any Holiday Pay for the period of time that he/she resides outside of the City

during the five (5) year period from his/her date of hire. After that five (5) year time period, any such person shall be permitted to reside outside of the City without loss of Holiday Pay or other consequence.

- (b) Current employees hired after December 1995 who presently reside outside of the City

All members hired after December 1995 who do not presently reside in the City shall, for a period of five (5) years, be subject to a forfeiture of their Holiday Pay on the following declining scale:

| | |
|---------------|--------|
| Year 1 (2008) | 5 days |
| Year 2 (2009) | 4 days |
| Year 3 (2010) | 3 days |
| Year 4 (2011) | 2 days |
| Year 5 (2012) | 1 day |

and thereafter shall suffer no consequence as a result of their failure to reside within the City.

In the event such current employee hired after December 1995 moves into the City within such five (5) year period, such employee shall suffer no loss of Holiday Pay for the period that he/she continues to reside in the City during that five year period.

For all current employees hired after December 1995, the five (5) year period of the declining scale will continue to run in accordance with the schedule set forth above regardless of residency during the five (5) year period.

- (c) Current employees hired after December 1995 who presently reside in the City

All current employees hired after December 1995 who presently reside in the City and who have resided in the City for any five (5) years since December 1995 are not subject to any forfeiture of Holiday Pay or other consequences.

All current employees hired after December 1995 who presently reside in the City but who have resided in the City (while employed by the City) for less than a total of five (5) years since December 1995 shall forfeit Holiday Pay in accordance with the scale until they shall have a total of five (5) years of residency within the City.

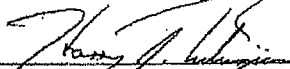
- (d) No current employee hired after December 1995 shall be required to reside or be required to have resided within the City for more than a total of five (5) years.

19. By entering into this Agreement, the P.B.A. waives no rights it otherwise has under January 1, 2004 – December 31, 2004 Collective Bargaining Agreement and retains the right to pursue all grievances or claims not specifically and affirmatively resolved hereby.

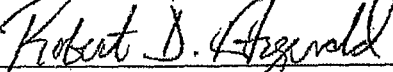
20. The term of this Agreement shall be from January 1, 2005 through December 31, 2010.

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

THE CITY OF TROY, NEW YORK

By: 
Harry J. Tutanjian, Mayor

TROY POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION, INC.

By: 
Robert D. Fitzgerald, President

(SCHEDULE "A" AND APPENDICES A, B and C ATTACHED HERETO)

APPENDIX C

MEMORANDUM OF UNDERSTANDING

SERGEANT STAFFING

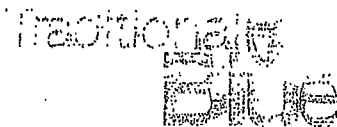
The City agrees to fill twenty-seven (27) Sergeant's positions with twenty-seven (27) full time Sergeants and maintain that level of staffing hereafter. Provided, however, that the City may reduce the number to twenty (20) if, and only if, the City adheres to the following procedures and conditions for doing so. Specifically, the number of Sergeants shall be reduced by attrition with every third Sergeant vacancy not being filled until the number of Sergeants is twenty (20). This reduction by attrition shall not, however, occur until, and is contingent upon, the parties agreeing to the establishment of additional promotional opportunities in the Detective Bureau.

APPENDIX A

Description of the Traditional Blue PPO 898 (as modified)

Traditional Blue PPO 898

Prepared for: City of Troy



BlueShield of
Northeastern New York

What makes the
Traditional Blue
PPO 898 Plan
stand out? How
about:

- ✦ The freedom to
use any provider
- ✦ \$20 office visit co-
pays
- ✦ 100% coverage
for inpatient
hospital services
at participating
providers
- ✦ No claim forms
when using
participating
providers

Coast-to-Coast
coverage through
the BlueCard
Program

Dependents covered to
age 19.

Students covered to
age 25.

Out of Network
features ⇒

Upfront Deductible:
\$200 individual
\$400 family.

Coinurance: 20%
50% for OP mental health,
durable medical equipment &
external prosthetics/orthotics)

Out of Pocket
Maximum:
\$2,000 individual
\$4,000 other than
individual

Maximum Benefit:
Unlimited lifetime
\$ per contract

In-Network

Doctor's office visits

| | |
|---|-----------------|
| Office visits • pediatrics • internal medicine • family practice • specialists..... | \$20 co-pay |
| Routine physical – 1 per year (no coverage out of network)..... | \$20 co-pay |
| PCP office visits for children under age 19 | Covered in full |
| Well child visits and immunizations (up to age 19) | Covered in full |

Women's services

| | |
|---|---|
| Routine Ob/Gyn – up to 2 visits per year | \$20 co-pay |
| Mammograms | Covered in full |
| Maternity care (Prenatal & post-natal care) | Covered in full after \$20 co-pay for initial visit |

Medical care

| | |
|--|-----------------|
| Physical, speech & occupational therapy (180 visits aggregate) | \$10 co-pay |
| Chiropractic care | \$20 co-pay |
| Diagnostic x-rays, lab services & MRIs | Covered in full |

Outpatient hospital care

| | |
|---|-----------------|
| Outpatient surgery (facility) • ambulatory facility | \$20 co-pay |
| Cardiac rehabilitation (24 visits per year) | \$20 co-pay |
| Chemotherapy • radiation therapy • hemodialysis | Covered in full |
| Preadmission testing (within 7 days of admission) | Covered in full |

Inpatient hospital care

| | |
|---|-----------------|
| Semi-private room (unlimited days) | Covered in full |
| Physical rehabilitation (45 days) | Covered in full |
| Skilled nursing facility – non custodial (365 days) | Covered in full |
| Maternity admissions | Covered in full |

Emergency care

| | |
|-----------------------------------|-----------------|
| Emergency room visit | \$35 co-pay |
| Emergency ambulance service | Covered in full |

Mental health care

| | |
|-----------------------------------|-----------------|
| Inpatient care (60 days) | Covered in full |
| Outpatient care (20 visits) | \$20 co-pay |

Substance abuse treatment

| | |
|---|-----------------|
| Inpatient detoxification for chemical dependency (7 days) | Covered in full |
| Outpatient treatment (60 visits) | \$20 co-pay |

Other services

| | |
|---|-----------------|
| Hospice (Unlimited days) | \$20 co-pay |
| Infusion therapy (200 visits aggregate with Home Care) | \$20 co-pay |
| Home health care (200 visits) | \$10 co-pay |
| Diabetic supplies, equipment, education | \$5 co-pay |
| Hearing exam (\$150 max per person every 5 years for hearing aid) | Covered in full |
| Urgent care | Covered in full |
| External prosthetics/orthotics | Covered in full |
| Durable medical equipment | Covered in full |
| Post-mastectomy prosthetics | Covered in full |

Covered Benefits - This is a summary of covered benefits and exclusions and is not intended as a contract. It does not detail all benefits, limitations, and exclusions that may apply. A complete contract will be issued upon enrollment. Please check the contract for final information on your benefits and exclusions. In addition, please note the following benefit information:

Both In-Network and Out of Network providers are reimbursed at Fee Schedule for eligible Hospital and Medical services. For Out of Network services, in addition to any applicable deductible and coinsurance, the patient is responsible for any amounts that exceed the Fee Schedule allowance.

- In-Network and Out of Network day limits and visit limits are aggregate. Out of Network benefits are not in addition to the benefits provided In-Network.
- Exam for hearing loss covered in full. Limit of \$150 every 5 years toward purchase of hearing aid. Hearing aid & exam for hearing loss not covered out of network.
- Emergency ambulance service includes medically necessary, pre-hospital airborne ambulance from the site of the accident or illness to a hospital for emergency treatment.

Potential Restrictions - All indicated benefits assume an In-Network provider renders services. Maximum benefits are obtained when rendered by an In-Network provider. Pre-certification is recommended for all inpatient admissions. In addition, prior authorization is required for all MRIs, MRAs, and Pet Scans.

Let's Keep Your Information Confidential - BlueShield of Northeastern New York is committed to maintaining the confidentiality of patient information in all situations, such as in your doctor's office, the hospital, with our employees and everyone we contract with to provide and manage your health care. We will only release such information in accordance with state and federal law and the guidelines established by BlueShield of Northeastern New York. Here's a summary of some of the guidelines we follow to keep your personal information confidential:

Routine Consent: When you joined BlueShield of Northeastern New York, you agreed to let us access your personal health information for the purpose of ensuring that you receive the quality health care and services you need. Examples of situations in which we use personal information for your benefit include:

- ✓ the coordination of care between your providers and BlueShield of Northeastern New York.
- ✓ healthcare quality improvement programs such as disease management, case management, preventive care and quality improvement and measurement activities.
- ✓ billing, payment of claims and coordination of benefits.

Special Consent: We will contact you for approval before releasing information that is not covered by our general guidelines. Those situations could include worker's compensation or auto insurance claims, as well as data used for research studies.

Obtaining Consent from Members who are Unable to Give Consent: BlueShield of Northeastern New York has guidelines describing the people who may authorize release or have access to personal health information of any of our members who are unable to give consent. (i.e. legal guardian). If the member lacks the capacity to consent, the person authorized by law to consent on the member's behalf must sign the authorization.

Access to Medical Records: BlueShield of Northeastern New York does not generate or modify, nor do we maintain complete copies of your medical records. We receive copies of your medical records in order to process claims and perform other routine functions in the normal course of business. If you desire to obtain copies of your medical records, you should contact the practitioner or facility considered to be the source of these documents.

Providing Information to Employers: We do not share personal health information, including identifiable claims information, with our employer groups. However, we have contracts that require the release of certain claims information. In these limited circumstances, it is our policy to only provide information with certain restrictions about how the information will be used so confidentiality will be maintained.

Exclusions

Admission to a hospital before you become covered under this contract.
Government hospital.
No-fault automobile insurance.
Workers' Compensation.
Nursing care.
Government programs.
Residential Care.
Unauthorized services.
Experimental, investigational, or obsolete services.
Cosmetic Surgery.
Mental care.
Military service connected disabilities.
Routine care of feet.
Sight reduction.

Non-covered benefits.

Sex change.
GIFT (gamete intrafallopian transfer), ZIFT (zygote intrafallopian transfer), in vitro fertilization, and cloning.
Organ transplant searches, screening, or donation.
Methadone maintenance.
Reversal of elective sterilization.
Non-acute hospital or medically unnecessary care.
Court ordered services.
Diagnostic studies in an inpatient hospital setting.
Services maintained by an employer or school.
Charges for standby service.
Prescription drugs.
Insulin or other oral agents for controlling blood sugar.



BlueShield of
Northeastern New York

Traditional Blue PPO 898 City of Troy

| | Benefit | Co-Payment | Limits |
|-----------|---|---|---|
| Eye exam | Routine vision exam through Davis Vision provider. | \$20 co-pay | One exam every calendar year. |
| Lenses | We will pay for single vision, bifocal, trifocal or lenticular lenses. (Additional lens options, such as progressive no-line bifocals and photochromic lenses are available at discounted prices and can be purchased by you at the time of service.) | \$0 co-pay | Coverage available once every calendar year. Please contact Davis Vision for the location of Designated Providers in your area: 1-800-999-5431. |
| Frames | Davis Designer Collection. | \$0 co-pay | Coverage available once every calendar year. Please contact Davis Vision for the location of Designated Providers in your area: 1-800-999-5431. |
| Contacts | Hard, soft, gas permeable daily wear or disposable contact lenses. (Available in lieu of spectacles.) | \$0 co-pay (\$105 maximum allowance) | Coverage available once every calendar year. Please contact Davis Vision for the location of Designated Providers in your area: 1-800-999-5431. |
| Providers | For maximum benefits, please utilize the participating Davis Vision providers listed in your Participating PPO Provider Directory. | | |

- For services by Non-Participating Providers, you are responsible for submitting a claim directly to Davis Vision using the appropriate Non-Participating Provider claim form. In addition, you are responsible for any charges that exceed the allowed amount for covered services.

No benefits shall be provided for:

- Frames from a Designated Provider that are not included in the Davis Designer Collection. However, the Davis Premier Frame is available at a discounted price through your Davis Vision provider and can be purchased by you at the time of service.
- Vision Services received or prescribed before the effective date of coverage, or ordered after termination of coverage.
- Examinations; frames; or lenses which are not necessary according to accepted standards of ophthalmic practice or which are not ordered or prescribed by the attending physician or by the optometrist.
- Replacement of lost; stolen; broken; or damaged lenses, contact lenses or frames, unless at the time of replacement the Subscriber is otherwise entitled to benefits for the lenses or frames.
- Industrial safety glasses; safety goggles; or sunglasses; whether or not they require a prescription.
- Examinations; frames; or lenses required by the Subscriber's employment.
- Examinations; lenses; or frames for which benefits are afforded in whole or in part, under a Workers' Compensation Act or like laws; whether or not the Subscriber claims or receives benefits thereunder, and regardless of whether the Subscriber recovers any damages against a third person.
- Duplication of services: The benefits covered under this amendment are reduced by any benefits received under your contract or group plan.

City of Troy
2008 Plan Design.

Drug

| | Retail | Mail |
|---------------------|--------|------|
| Generic | \$5 | \$10 |
| Brand Preferred | \$15 | \$30 |
| Brand Non-Preferred | \$35 | \$70 |

2 co-pays for a 90 day supply

Dental

\$2000 maximum for all expenses
per person per year

APPENDIX B

MEMORANDUM OF UNDERSTANDING

between

THE TROY POLICE BENEVOLENT AND PROTECTIVE
ASSOCIATION, INC.

and

THE CITY OF TROY, DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF POLICE

WHEREAS, the Troy Police Benevolent and Protective Association, Inc. (hereinafter "PBA"), and the City of Troy, Department of Public Safety, Bureau of Police (hereinafter "the City"), have pending before the public Employment Relations Board Improper Practice Charges U-12195, U-12241, arbitrations A89-461, A90-278, A90-367, A90-368, A90-369, A90-434, A90-471, A90-472 and A91-051 and have a grievance at a pre-arbitration stage which is known as the TRED grievance dated April 12, 1991, and

WHEREAS, the City and the PBA recognize an overriding common interest in ensuring adequate police protection for the residents of the City of Troy and toward that end seek to work together to provide a minimum level of police manpower on patrol in the City of Troy at all times, and

WHEREAS, the PBA and the City believe that the aforesaid important public interest will be served by the PBA and the City resolving the above differences in a manner which will foster and further this important public interest and accordingly, seek to resolve their differences and reach agreement on the above matters, and

WHEREAS, the parties have agreed to work together to use their best efforts to provide maximum police protection to the residents of the City of Troy,

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. Subject to and in accordance with the terms and limitations set forth herein, the above-referenced Improper Practice Charges, arbitrations and grievances will all be dismissed without costs to either party, except as may be apportioned by the arbitrators in any pending or continued arbitrations.
2. The City agrees to use its best efforts to provide a minimum police manpower level to the City in the level of eight (8) Patrol Division Officers exclusive of the Desk Sergeant, the Evidence Technicians and the Traffic

enforcement Officers, consisting of two (2) Patrol Division Officers assigned to each of the four (4) zones at all times.

3. The PBA agrees to allow, without grievance, the use of Evidence Technicians and Traffic Enforcement Officers to answer calls of non-routine nature consistent with the past practice developed prior to the events giving rise to the above grievances.
4. The settlements of all Improper Practice Charges, arbitrations and grievances herein shall constitute the permanent agreement between the parties, subject to Collective Bargaining Agreements or other negotiations, consistent with law, unless specifically limited herein.
5. The Improper Practice Charges, arbitrations and grievances are settled and disposed of as follows:

(a) A89-461 — PBA President Release Time

The settlement of this arbitration is for the duration of the presidency of John J. Cooney only. The PBA President agrees to attempt to handle "routine" PBA matters by having "office hours" in blocks of time so as to avoid interruption with his police duty functions and further agrees to notify the Patrol Captain of his "office hours" for the week no later than the preceding Friday.

"Office hours" are a time when the PBA President may but need not be in his office but constitute a period of time during which the City will not seek any accounting of his functions. This time is now set at two full days per week but may be increased or decreased in the PBA President's discretion with notice to the Command Officer on duty the preceding week.

Nothing herein is to be construed to limit the right of the PBA President to advise the Patrol Captain, on whatever notice is deemed appropriate by the PBA President, that he is taking release time to conduct PBA business. In no instance shall the PBA President be required to divulge the subject matter of the matter for which he is taking release time.

Subsequent to the presidency of John J. Cooney, the PBA President's time will be governed by the language in the existing collective Bargaining Agreement, and the arbitration concerning the dispute over the interpretation of the same will be held in abeyance to be activated, if necessary, at the discretion of either party.

(b) A90-368, U-12241 — DARE Positions

The PBA and the City have fully submitted their dispute to the Arbitrator and the parties agree to abide by the result. The parties have further placed their Improper Practice Charge on hold pending this agreement. The PBA agrees that in the event of an award favorable to the PBA, it will not seek compliance with the same until July 1, 1991. The parties may, by mutual consent, reopen this aspect of this agreement.

(c) A90-369 — Notice of Infraction (Weber)

The notice of infraction may only be used in those situations where the affected Police Officer agrees to its use with prior notice to the PBA. In such event, the notice may remain in the Officer's personnel file for a maximum of one (1) year and no evidence that such a notice was entered in the file shall appear on the outside of the file thereafter. The notice shall be removed from Sergeant Weber's file immediately.

(d) A90-434 — General Order No. 91-2

General Order 91-2 is rescinded. General Order 84-7 is in place. All Police Officers not offered callback or overtime as a result of the implementation of General Order 91-2 shall be compensated.

(e) A90-278, U12195 — In-Service Testing

The parties have received an award from the Arbitrator and agree to abide by the same. The Improper Practice Charge is withdrawn.

(f) A90-367 — Byrne/Robbins' Arbitration & TRED Grievance

Evidence Technicians and Traffic Enforcement Officers will not be assigned to patrol functions; the bid assignment of these Officers will be protected. Evidence Technicians and TRED Officers will not be counted in determining whether the City is providing, consistent with its best efforts, a minimum of eight (8) Patrol Division Officers (two (2) per zone) on duty at all times. These Officers will, however, respond to patrol calls in the same manner as they did prior to the events giving rise to the grievances and arbitrations herein; past practice shall govern the circumstances when such Officer may respond to such calls. Officer Robbins' grievance will be dismissed, and Officer Robbins will not be compensated.

(g) A90-472 — Johnson/Vacation Day
A91-051 — Hoffman/Compensatory Time Off

All requests for single vacation days and/or compensatory time off made 72 hours in advance of the time off sought will be honored unless and until the total number of requests for such time off create the need for more than two (2) persons to be called back to fill the eight (8) man Patrol Division minimum (two (2) per zone) in which event seniority shall control the selection of the Officers whose requests are to be honored.

If, on any shift, the City is not providing eight (8) Patrol Officers (two (2) per zone), then and in such event all requests to use single vacation days or compensatory time off on such shift made 73 hours in advance thereof shall be granted.

It is further understood that when the City calls back Officers for reasons other than to fill positions made vacant by reason of compensatory time off and single vacation days, such callback is not to be considered in determining the number of compensatory time off requests and vacation day requests which the City must honor.

The PBA agrees to use its best efforts, consistent with its obligation as an employee organization and consistent with the Collective Bargaining Agreement and this agreement, to work with the City to minimize the costs of the City's fulfilling its obligations hereunder while maintaining the manpower levels set forth herein.

In the event an Officer is denied his/her request for the use of compensatory time or a single vacation day by reason of the City having fulfilled its obligations to honor such requests set forth above, that officer may arrange to fill his/her position with a replacement (swap) Officer subject to the following provisions:

- (1) A replacement (swap) will only be permitted when an Officer's request for time off has been denied in accordance with the above procedure.
- (2) The affected Officer will be responsible for filling his/her tour of duty with a replacement Officer and will be charged with a personal leave day in the event the replacement Officer fails to work the affected Officer's tour of duty.
- (3) The affected Officer shall be responsible for notifying the appropriate Shift Commander of the replacement as soon as possible.
- (4) The replacement Officer will be credited with compensatory time equal to the amount of the number of hours he/she works (up to