

AGREEMENT, made and entered into the ____ day of _____, 2014 , by and between:

CITY OF JAMESTOWN, NEW YORK,
hereinafter referred to as “**City**”
and
KENDALL CLUB POLICE BENEVOLENT ASSOCIATION, INC.,
hereinafter referred to as the “**Association**”

WHEREAS, the above parties desire to maintain harmonious relations and mutually promote public safety, to agree upon wage rates, standards and conditions of employment, with a view of establishing ways and means for collective bargaining and for arbitrations of grievances and disputes, in conformance with Public Employees’ Fair Employment Act of 1967.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City and the Association, acting through their duly authorized representatives, hereby agree as follows:

ARTICLE I

The law governing this contract shall be the Public Employees’ Fair Employment Act, and such provisions of the Civil Service Law and the local laws of the City of Jamestown, which are not inconsistent with the said Act and the Civil Service Law.

ARTICLE II
RECOGNITION

Section 1: ASSOCIATION RECOGNITION. The City recognizes the Association as the sole and exclusive representative for all police personnel that have been listed in Appendix A and so recognized by City Council and again noted in Article III.

Section 2: DUES DEDUCTION. The City shall deduct from the wages of police officers and remit to the Association regular membership dues for those employees who signed authorization permitting such payroll deductions.

Section 3: NO STRIKE CLAUSE. The Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or to participate in such strike.

Section 4: COMPUTER SPACE. The City shall provide computer space for the purpose of authorized deductions for a reasonable request by the Association for Association purposes. Such deduction shall be no more than one (1).

Section 5: LUMP SUM PAYMENT. The city shall permit deductions from an employees pay in any amount permitted by law. Example: Deferred Compensation, Credit Union, and Insurance.

**ARTICLE III
COLLECTIVE BARGAINING UNITS**

Section 1: APPENDIX A RECOGNITION. The Association shall represent all personnel recognized by City Council with their titles so classified, listed and attached, noted as Appendix A.

Section 2: NEGOTIATE NEW CLASSIFICATION. The City agrees that, in the event any new Civil Service Classification in the Police Department is established, the City will confer and negotiate classification rates for such new classification with the Association on those positions represented by said Association and so recognized by City Council.

**ARTICLE IV
MANAGEMENT RESPONSIBILITIES**

Section 1: NORMAL FUNCTIONS. The normal functions of management and the direction of the working forces including, but not limited to, the hiring of employees, suspending, discharging, or otherwise disciplining of employees, establishing reasonable rules and regulations, the scheduling of work, the determination of methods and means of operation, and the control and regulation and use of all equipment are exclusive functions of the City; provided, however, that in the exercise of such functions the City shall observe the provisions of this Agreement and applicable State and Local Laws.

Section 2: NEGOTIATE CHANGES. If any added changes in work duties or classifications occur other than the current Civil Service classification description, the Association shall have the right to negotiate said changes.

**ARTICLE V
COMPENSATION**

Section 1: WAGE SCHEDULE. Appendix A, attached hereto and made a part hereof, displays the wage schedule to be paid for all classifications represented by the Association as agreement upon by both parties.

Effective January 1, 2012, increase base salaries by 2.0% with full retroactivity.

Effective July 1, 2013, increase base salaries by 0% with full retroactivity.

Effective January 1, 2014, increase base salaries by 2.75%.

Effective July 1, 2015, increase base salaries by 2.75%.

Retroactive wages will be paid to all employees employed during the subject contract periods.

Section 2: WORK IN HIGHER CLASS OF POSITION.

(a) In any case when a member of the Police Department is assigned temporarily to serve in and accept the responsibility for work in a higher class position, such employee shall receive the entrance rate of that class or one step above his present rate, whichever is higher, while so assigned. Except when not assigned and works on an emergency basis, such temporary assignment to a higher class of position to qualify for the higher rate of pay shall be regular and continuous for a period of one (1) work day. After completion of one (1) work day, the employee shall be paid retroactive to the first hour on the job and thereafter until he is transferred back to his regular job.

(b) When a Police Officer is asked to serve as a Training Officer by a memorandum, he/she shall receive four (4) hours of straight non-convertible compensatory time for each week as a training officer, or one (1) hour per day of straight non-convertible time for each day worked

(c) Pursuant to the Award of Arbitrator Thomas N. Rinaldo, Esq., dated November 6, 1996, effective January 1, 1997, when a police officer is assigned the duties of a communication officer for a minimum of four hours on a shift, that officer shall be paid the hourly rate of a detective for all hours worked during the shift.

Section 3: HOURS OF WORK AND OVERTIME.

(a) The standard work schedule for patrol officers is a four (4) days on - two (2) days off, eight (8) hours a day, work shift schedule.

(b) The City reserves the right to change the Detective Bureau schedule to a five (5) days on - two days off, eight (8) hours a day, work shift schedule. The Detective Bureau schedule will be worked, absent the consent of the affected employees, on a Monday through Friday basis, with overtime paid for weekend work. A Tuesday through Saturday shift may be scheduled, with the consent of the affected employee(s).

(c) The standard workday shall be eight (8) hours a day and the standard work week shall be deemed to be forty (40) hours a week. Employees shall be entitled to overtime compensation, time and one-half (1 ½), when they perform work in excess of eight (8) hours a day, or when performing work on their day(s) off.

(1) The workweek shall consist of seven (7) consecutive days beginning with the opening of business at 7:00 A.M. each Saturday, or the tour starting hour nearest to that time. For detectives the workweek shall consist of seven (7) consecutive days beginning with the opening of business at 7:00-A.M. each Sunday, or the tour starting the hour nearest to that time.

(2) The workday will be any regularly scheduled consecutive twenty-four (24) hour period beginning at the start of the employee's regularly assigned shift.

(3) For the purpose of this Section, an employee who is scheduled or elects to change shifts, will not be considered to have worked in excess of eight (8) hours in any one workday.

(d) The employee shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time. If an employee chooses paid overtime compensation, that choice, once made, may not be altered. If an employee chooses compensatory time, that choice may be altered, at the sole option of the employee, under the following conditions:

(1) The request for the conversion is made one (1) year from the date which the unused compensatory time was earned.

(2) Compensatory time shall be paid in accordance with FLSA 207 (o).

(3) The number of overtime hours requested to be converted to its cash equivalent must be no less than four (4) hours.

(4) The particular compensatory time for which an employee requests conversion must have been capable of being originally chosen as cash payment when first earned.

(5) An employee who dies shall be deemed to have chosen the cash equivalent of the compensatory time standing to his credit at the time of his death.

(e) Employees who work overtime are entitled to be paid at the rate of time and one-half (1 ½) times their hourly equivalent for each overtime hour worked. The minimum time for which overtime will be paid is thirty (30) minutes.

(f) All overtime must be verified by a Command Officer and approved by the Chief of Police.

(g) Briefing time will be rolled into, and made part of the base salary of employees for all purposes and will be reflected in Appendix A. Lieutenants will be ready to commence performance of their duties fifteen (15) minutes before their scheduled shift. Sergeants and Police Officers will be ready to commence performance of their duties ten (10) minutes before their scheduled shift. This time will be scheduled per shift for inspection, roll call, and orders of the day. Payment will not be received for this briefing time.

(h) In computing overtime on an hourly basis, it shall be computed to the closest cent.

(i) An employee may accrue an unlimited amount of compensatory time because of overtime worked. The foregoing notwithstanding, at time of retirement or separation, an employee shall be paid up to a maximum of two hundred fifty (250) hours only providing the employee has time accumulated to his credit. Accrued compensatory time shall not exceed four hundred-eighty (480) hours at any time.

All compensatory time standing to employee's credit at the time of the member's death shall be paid to said employee's beneficiary and shall be computed at the member's current rate of pay.

(j) An employee who performs overtime shall be entitled to an additional meal period upon the completion of twelve (12) consecutive hours of work.

(k) An employee who is ordered to be on standby shall be paid at the rate of forty percent (40%) of his daily rate for every hour he is requested to remain on standby.

(l) Effective January 1, 1994, each employee shall be credited with forty-eight (48) hours of compensatory time per year in payment for incidental time worked; the employee may elect to take this in time off or in pay. This time must be used in the year earned.

(m) Employees working on a five (5) on two (2) off schedule will be granted twelve (12) days off per year. The twelve (12) days shall be accrued and utilized on a basis of eight (8) hours per month of employment with the City. Time off shall be granted upon the employee's request in the exercise of reasonable discretion by the employee's immediate supervisor. The twelve (12) days shall be non-cumulative.

Section 4: CALL BACK TIME. An employee who has left the premises and is called back to work after completing his regular tour of duty, or an employee who is called in on his day off, or an employee who is called in while on vacation, shall be assured a minimum of two (2) hours pay at time and one-half (1 ½) his normal hourly rate.

Section 5: COURT OR HEARING ALLOWANCE.

* (a) For all appearances of all hearings of any kind a result of the police officer's City employment that an employee is compelled to attend, a minimum of two (2) hours at time and one-half will be paid. For all such appearances occurring within five (5) hours of the termination of shift worked, a three (3) hours minimum at time and one-half will be paid. If such appearance is scheduled within one (1) hour of the beginning of the employee's scheduled shift, no minimum shall apply. This shall be meant to include any appearances within the Metro Six (Lakewood, Jamestown, Busti, Ellicott, Falconer, Celoron) area.

This provision in no way requires the City to pay a police officer who is a defendant, respondent, or grievant for attending a hearing while the employee is off duty. However, an arbitrator, PERB, or other hearing officer, Court or judge may award pay for the time spent at the hearing.

(b) For all other appearances in court of hearings that an employee is compelled to attend, a minimum of four (4) hours at time and one-half (1½) will be allowed and such other time as required except if such appearance is scheduled within one (1) hour of the employee's regular assigned shift, then such four (4) hour minimum shall not apply. This shall be meant to include any appearances outside a one mile radius of the city limits.

The employees shall also receive compensation at the rate of twenty-six (\$.26) cents per mile for any appearance out of the City of Jamestown or the balance of any mileage fee paid to the total of twenty-six (\$.26) cents. In the event the mileage rate for city employees is increased, the new rate shall prevail.

Mileage will be paid only in the event a City vehicle is unavailable or the police officer has been refused the use of a City vehicle. Police officers are permitted to call in two (2) hours in advance to request the availability of a City vehicle through the Shift Commander.

(c) The City shall notify a member by five (5:00) P.M. of the preceding business day of a cancellation of a court appearance. A member not notified shall be paid as provided in Section A or B of this Section. An employee subpoenaed who shall be absent from their home on the day before their scheduled appearance in City or County Court shall check with the Command Desk any time after five (5:00) P.M. to see if their appearance is required. If it is recorded that an attempt was made to reach them prior to five (5:00) P.M. this shall satisfy the clause which states that the City shall notify a member. Attempts to notify shall be recorded by the Command Desk. If when calling from outside of the area, the City will accept all charges for the call.

So as to clarify the intent of the language where present in the contract reads the "preceding business day" should have been the day preceding the appearance in court.

(d) Subpoena Fees. Whenever an employee is subpoenaed in any action, any subpoena fees paid for his attendance as a witness shall be property of such member.

(e) Court or Hearing Allowance. Whenever an employee is required to appear for Jury Duty on his/her scheduled day(s) of work, he/she shall not suffer any loss of pay up to the equivalent of ten (10) working days pay. If the employee receives compensation for such jury service on his working days, the monies received for jury service shall be turned over to the City. The employee must return to his/her scheduled work when not required to be on jury duty. The employee shall notify the employer of a call for jury duty as soon as he/she has been notified of such jury duty to enable the employer to obtain a replacement.

Section 6: ANNIVERSARY DATES. For the purpose of salary or compensation schedules, anniversary dates for all members shall be the date of hire.

Section 7: INCREASES IN SALARY. Step increases in salary will be effective at the start of the pay period commencing with or next following the anniversary date described above, or in the case of promotion, at the start of the pay period following the date of promotion.

Section 8: STARTING RATE FOR NEW EMPLOYEES. New employees will be paid the starting rate for the position to which they are assigned. In the case of police officers, the starting rate will be Step 1 and shall remain in effect for fifty-two (52) weeks, at which time he/she shall be advanced to the second step in the wage schedule. All new employees, after fulfillment of the requirements established by Civil Service, New York State Civil Service and State Mandated Municipal Police training program, will after a maximum of fifty-two (52) weeks receive their permanent appointment.

Section 9: PROMOTIONS.

(a) In the event an employee is promoted to a position other than supervisory having a higher salary schedule, he will be entitled to be paid the minimum of the new schedule or a rate one step above his current rate, whichever is higher.

(b) An employee promoted to a supervisory position will be entitled to be paid a rate providing a one-step increase above the highest rate paid a subordinate employee.

Section 10: DEMOTIONS. Employees demoted for any reason to a job having a lower salary schedule shall be paid their own rate of pay or the maximum of the salary range to which demoted, whichever is lower.

Section 11: CLOTHING ALLOWANCE.

(a) Plainclothes officers or members authorized by the Chief of Police shall be entitled to cleaning and laundering of civilian clothing worn on duty. Such cleaning and laundering shall be provided by the City and a schedule of authorized clothing to be cleaned or laundered shall be established by a letter of intent.

(b) Appendix B, hereto attached, shall display all clothing provided by the City for the Uniform division.

(c) Articles of clothing which are required by departmental regulations to be worn, and approved by Council Resolution of May 17, 1965, shall be provided and maintained by the Employer.

Section 12: LONGEVITY

(a) Effective January 1, 1995, employees hired prior to January 1, 1995, shall have allowances rolled into the employee's base salary, as reflected in Appendix A. Employees hired prior to January 1, 1995, shall continue to receive longevity increases until they reach their maximum longevity benefit.

(b) Service Credit for longevity purposes will be applied in accordance with Article XI Section 8 of the CBA.

(c) Effective January 1, 1995, employees hired after January 1, 1995, shall not be eligible to receive longevity benefits (see Appendix A), except as provided in paragraph (d) below.

(d) Effective January 1, 2005, employees who have completed 17 years of service, as determined by their adjusted seniority date in accordance with Article XI Section 8, shall receive longevity payments of \$2,500.00 per year thereafter.

Section 13: INSTRUCTORS COMPENSATION. Any employee who works as an instructor in a school such as the Basic Police Academy shall be entitled to receive either overtime pay or compensatory time as the member chooses provided such hours are over and above his regular work schedule.

Section 14: PAYMENT AT THE TIME OF DEATH. In the event of the death of any employee, regardless of cause, such employee's beneficiary or estate shall be entitled to all unused time to the employee's credit, in accordance to the limitations of this contract. The unused time shall include: Vacation, Sick, Compensatory Time.

Section 15: EQUAL PAYMENT OF BENEFITS. Upon proper notification, an employee may request that any cash benefit the member is entitled to, be equally divided and added to the members regular pay. Such equal payment would include: Vacation Buy Back, Annual Compensatory Time or any other benefit that the member has a cash option to receive.

Section 16: EQUALIZATION OF TIER I AND TIER II CAREER STEP. All Tier I members shall receive the same career officer step benefits as received by Tier II members concerning Step 5 as referred to in Appendix A – Compensation.

Section 17. PERMANENT SHIFTS.

No earlier than October 15, nor later than November 15, each year, all sworn members, regardless of current schedule or assignment, will select the shift of their choice in descending order from first choice to last choice. Shifts will be selected from the three primary shift choices used by uniformed patrol.

- a. Day shift will begin at 0700 hours and end at 1500 hours.
- b. Afternoon shift will begin at 1500 hours and end at 2300 hours.
- c. Night shift will begin at 2300 hours and end at 0700 hours.

Assignment of shifts will be made by seniority within each rank.

If a vacancy on any shift occurs for any reason, it shall be filled by seniority according to the permanent shift selection forms of those personnel who did not receive their first choice assignment. A member may decline such reassignment in writing.

In the event any member assigned to any specialized assignment voluntarily requests reassignment to patrol during the year, that member will be reassigned based on the needs of the department. However, if a vacancy then occurs within any shift, that member may then request to be transferred to that vacancy by seniority as outlined above.

Permanent shifts will become effective no earlier than January 2nd nor later than January 14th annually.

In those situations in which multiple officers are injured, the Department reserves the right to temporarily assign the injured officers based on the following criteria:

- (a) Officers injured on the job will be given priority over officers injured off-duty.
- (b) Injured officer assignments will be made by seniority within each rank.

Section 18. SHIFT DIFFERENTIAL.

Police Officer shall be paid the shift differential for hours worked during their regular schedule. Police Officers will not be paid the shift differential for time off including but not limited to sick time, comp time, vacation time, bereavement leave, military leave and personal time. Shift differential will be paid for the afternoon shift, \$.70 per hour, and for the night shift, \$1.20 per hour. Shifts will be defined by Memorandum of Understanding between the parties.

Section 19.

Within two (2) weeks of the parties' ratification of this Agreement (2004-2007), the City of Jamestown shall pay to all the members of the bargaining unit as of January 1, 2004, a one time payment of One Thousand Dollars (\$1,000.00).

**ARTICLE VI
HOLIDAYS**

Section 1: LIST. All members of the Police Department shall be entitled to the following paid

holidays, at time and one-half rate:

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day before Christmas Day
Easter	Christmas Day
Memorial Day	Day before New Years Day
July Fourth	

Section 2: PAYMENT OF HOLIDAYS. Effective January 1, 1994, holiday pay shall be included in the employee's base salary/hourly rate for all purposes.

Section 3: PREMIUM HOLIDAYS. Effective January 1, 1994, all employees working on the following holidays: Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Easter shall be compensated at the rate of one and one-half (1½) times their hourly rate of pay for all hours worked on the day or night of the above holiday.

An employee called into work on a holiday that is contained in this Section, with less than seventy-two (72) hours notice, will be paid at the rate of two and one-half (2 ½) times the member's normal rate. This is for all hours actually worked when the employee was not previously scheduled to work the designated holiday.

Section 4: In addition to those holidays specified in this Agreement, an employee shall be entitled to holiday compensation for any day declared as a national day of mourning and/or prayer or a day of thanksgiving, or for any other extra-ordinary holiday, provided that such national day of mourning and/or prayer or national day of thanksgiving or other extra-ordinary holiday results in the closing of the Municipal Building of the City of Jamestown for regular business on said day.

**ARTICLE VII
VACATION**

Section 1: SCHEDULE. Employees with the required years of continuous service shall be entitled to vacation leave as follows:

<u>Length of Continuous Service</u>	<u>Vacation Entitlement</u>
1-4 years	10 days
5 years	15 days

<u>Length of Continuous Service</u>	<u>Vacation Entitlement</u>
10 years	20 days
15 years	25 days
20 years	28 days

Section 2: VACATION LIST.

(a). A vacation list shall be prepared by the head of every platoon, section or division and submitted to, and approved by, the Chief of Police on or before March 1st yearly. One vacation list will be prepared for each platoon or section. One member of each rank within each platoon or section shall have the right to take vacation on the same date and time. Members of the same rank may be allowed to take the same vacation time off, subject to the approval of the Chief of Police or his designee. All vacation leaves shall be scheduled with particular regard to the seniority of members within each rank. For the purposes of seniority regarding this section, seniority shall be based upon the permanent appointment to a particular rank.

(b). Each member is required to submit his vacation selections in writing no later than the first scheduled work-day four days after receiving the vacation lists. Vacation days not selected within that time period may be carried as “non-scheduled vacation days.” Unlike approved vacation selections, non-scheduled vacation days must be requested a minimum of 72 hours in advance and may be denied based on the needs of the department.

(c). A member who has elected to transfer to a more desirable shift based on his/her selection in accordance with Article V, Section 17 and as a result of an unanticipated vacancy, may not be able to utilize the

vacation selected prior to the date of transfer. Vacation utilization after a transfer will be subject to the needs of the Department and approval by the Chief of Police or his Designee.

Section 3: CASH AT THE TIME OF RETIREMENT. A member shall be entitled to be paid in cash at the time of his retirement from the City's service pursuant to the provisions of the Civil Service Law of the State of New York for the monetary value of the unused vacation time standing to the credit of such member at the time of his retirement; in the case of death in service of any member, such payment shall be paid to his beneficiaries.

Section 4: PAYMENT AT TIME OF VOLUNTARY QUIT. An employee shall have the option of choosing the cash equivalent of his vacation rather than paid leave at the time of his voluntary separation from service.

Section 5: ACCRUAL.

(a) An employee may accrue unused vacation time up to a maximum of two (2) years entitlement at the discretion of the Police Chief.

(b) Request for accrual must be made by March 1 of the year prior to the year in which the accrued vacation will be taken.

Section 6: PAST SERVICE CREDIT. Effective January 1, 1987, those present employees who have past service credits in the New York State Police and Fire Department System may apply one-half (½) of those years of credits toward eligibility for vacation with the City in accordance with Article XI section 8 (b).

Section 7: NON-SCHEDULED VACATION. Employees may elect to take non-scheduled vacation time in four (4) hour increments in compliance with established time off policy.

Section 8: VACATION BUY BACK. All employees who have completed five (5) years or more of continuous service shall be permitted to sell back to the City one (1) week of their allotted vacation at straight time. Those employees who have accrued 25 days of vacation or more shall be permitted to sell back to the City two (2) weeks of their allotted vacation time at straight time. All vacation buy backs will be submitted to

the Chief of Police by March 1st of each year regardless of the payroll date upon which the employee chooses to receive payment.

ARTICLE VIII LEAVES OF ABSENCE

Section 1: SICK LEAVE ACCRUAL. All members shall be entitled to sick leave with pay after initial employment. Sick leave credit shall accrue at the rate of one (1) day per month of service.

Section 2: CUMULATIVE.

(a) The sick leave herein provided for, shall be cumulative, which is hereby construed to mean the accumulation of all unused sick leave from January 1, 1945. No member, however, shall be entitled to use more than two hundred (200) workdays leave with pay, within any one (1) year of service, if such has been accumulated or the days recorded according to years of service.

(b) Employees who have exhausted their present sick leave and are on an extended illness or injury may be granted extended sick leave subject to the approval of the Finance Committee.

The basis of approval will be giving consideration to past service record in regard to the use of sick leave along with any accumulated sick leave.

(c) Effective January 1, 1999, every member shall be entitled to take all accumulations of sick leave as pay as provided but not to exceed two hundred (200) workdays at the time of his retirement from the City's service, pursuant to the provisions of the Civil Service Law of the State of New York.

(d) Sick Leave Bank:

1. The City will establish a sick leave bank for members of the association.
2. Upon retirement from the City's service, each member's accrued unused sick leave in excess of two hundred (200) working days will be transferred to the sick bank.
3. Any member may donate accrued sick leave to the sick leave bank at any time by making a written request to the Chief of Police. However, the member donating the time must have a minimum of 96 hours of accrued sick leave remaining in his account after

donated time is deducted.

4. Sick leave will be deposited into the sick leave bank at the current salary rate of the employee donating the time.
5. Sick leave will be drawn from the sick leave bank at the current salary rate of the employee drawing the time out.
6. The receiving employee must be absent from work due to injury or prolonged illness and have exhausted all accrued leave.
7. Members compensated for work-related injury and illness are not eligible to draw from the sick leave bank.
8. Requests for use of the sick leave bank shall be approved by a majority of the Kendall Club Board of Directors. No request shall be unreasonably denied.
9. The maximum number of sick leave bank days that may be granted to an employee during the year (January 1 through December 31) will be thirty (30) days. Additional sick leave Bank usage may be granted upon approval of the Chief of Police.

Section 3: CUMULATIVE DURING ABSENCE.

(a) Members absent from work on legal holidays, during sick leave, vacation or disability arising from injuries sustained in the course of their employment where such absence by reason of such disability does not exceed one hundred fifty (150) workdays, shall continue to accumulate sick leave at the regularly prescribed rate, during such absence as though they were on duty, subject to the maximum limitation herein provided.

(b) In case of death of any employee while still employed, such employee shall be entitled to all benefits as provided above. Such benefits shall be paid to his or her beneficiary or estate.

Section 4: BEREAVEMENT ABSENCE.

(a) A member eligible for sick leave with pay may use such sick leave upon notification for absence due to illness, injury, exposure to contagious disease, or death in the immediate family, or any other person that

has permanently lived in his household for a period of six (6) months or more, subject to review and approval of the Police Chief.

(b) Absence due to serious illness or death to the members of the immediate family shall not be chargeable to sick leave and shall not exceed three (3) days. The immediate family shall be defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, legal guardian, or any other person that has permanently lived in his household for a period of six (6) months or more.

Absence due to an “outpatient” admission ordered by a physician’s office for a surgical/invasive procedure of a member’s spouse, child, or any other person that has permanently lived in his/her household for a period of six (6) months or more; in a hospital like setting shall not be charged to sick leave and shall not exceed one (1) day.

Serious illness is defined to mean an emergency overnight admission to a local hospital or a scheduled overnight admission to a hospital located outside the City area.

(c) A leave of absence not to exceed one (1) working day shall be granted for the death of a member’s own brother-in-law, member’s own sister-in-law, employee’s and his/her spouse or most significant other’s grandparents, uncle or aunt. Additional time may be granted at the discretion of the Department Head.

(d) In the event of the death of an employee’s spouse or child, such employee shall be granted six (6) working days off at time of such death.

(e) A member shall be granted three (3) working days off with pay for the birth or adoption a child. Such days shall be utilized within 1 week of the actual date of such birth or adoption.

Section 5: NOTIFICATION. A person on sick leave shall inform his immediate supervisor of the fact and reason therefore as soon as possible and failure to do so before the tour of duty begins may be cause for denial of pay for the period of absence.

Section 6: PHYSICIAN’S CERTIFICATE REQUIRED. When on sick leave, an employee must submit a doctor’s certificate except as follows: Regardless of other provisions to the contrary, an employee taking time off

on sick leave may take up to six (6) days or six (6) nights or any combination of days or nights not to exceed a total of six (6) days in one (1) calendar year without furnishing a doctor's certificate. Any employee abusing these sick leave provisions shall be subject to disciplinary action under Section 75 of the Civil Service Law.

For the purposes of this provision, a sick leave lasting one (1) or more consecutive days for the same illness shall count as one (1) day.

The foregoing, notwithstanding, an employee suffering from a continuous illness or a chronic medical condition shall file a physician's certificate with the head of the department after taking time off for sick leave for said illness or chronic condition as hereinbefore provided. Such certificate shall state the nature of the illness or chronic condition and expected duration thereof. Thereafter such employee shall not be required to submit any further physician's certificate for the remainder of the calendar year for the additional sick leave taken as a result of such illness or chronic condition except upon the request of the head of the department.

Section 7: EDUCATION LEAVE OF ABSENCE. Leaves of absence without pay are governed by the New York State Civil Service Rules. The City Council upon the recommendation of the Mayor or Department Head, may grant leaves of absence with or without pay for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City service. The City will continue its policy in sending various police to training schools for the benefit of the Police and the City.

Section 8: UNAUTHORIZED ABSENCE. A member who is absent from duty shall report the reason therefore to his supervisor prior to the date of absence when possible. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay for each absent workday shall be made for the period of absence. Such absence may be made the grounds for disciplinary action in accordance with New York State Civil Service Rules.

Section 9: MILITARY LEAVE.

(a) An employee who is engaged in the performance of ordered military duty as required by State or Federal Law, shall be entitled to the benefits of Section 242 of the Military Law.

(b) An employee, who is a member of the National Guard or the organized Reserves of any of the branches of service, shall be entitled to training leaves and attend meetings without loss of time or pay subject to the approval of the Chief of Police.

(c) No employee shall join the National Guard or organized Reserves without the prior permission of the Chief of Police which permission shall not be unreasonably withheld.

(d) The City and the Association recognize and agree that unlimited employee membership in the National Guard or organized Reserves may result in a substantial reduction in available police personnel during certain periods throughout a given year. Such reductions would not only jeopardize the health, safety, and welfare of the general public but also the Police Officers as well. Accordingly, the City and Association agree, the foregoing provisions of this section or provisions of the Military Law notwithstanding, that no more than two (2) members shall be permitted to belong to the National Guard or organized Reserves at any given time.

(e) Seniority shall apply for purposes of granting permission to join the National Guard or organized Reserves as hereinbefore provided.

Section 10: COMMUNICABLE DISEASE. An employee who contracts any communicable disease that prevents him from performing his assigned duties shall be classified as an on-duty injury that can be reasonably established on the basis of medical examination as having been contracted while on duty.

Section 11: HEALTH EXPOSURE. Each member, who through performance of duty has been exposed to a hazard to health or physical well being may make a request for physical examination related to the nature of the possible injury, disability, or illness, the cost of which will be borne by the City or any other insurance carrier that may be responsible.

Section 12: TRAINING DAYS. Employees who attend mandatory training courses shall be compensated by granting of time and one-half (1½) pay or time and one-half (1½) compensatory time for actual time spent attending such training in excess of the employees assigned work shift. Employees may elect to receive pay or time. Employees may volunteer to attend non-mandatory training courses and shall be compensated by the granting of non-convertible compensatory time, for actual time spent (hour for hour) attending such training in excess of employee's assigned work shift. The City retains the right to schedule all training in lieu of regular duties.

**ARTICLE IX
RETIREMENT BENEFITS**

Section 1: SECTION 384. Effective April 1, 1969, the City will provide and maintain a non-contributory retirement plan under Section 384 of the New York State Retirement and Social Security Law which will provide a twenty-five (25) year retirement of one-half (½) pay.

Section 2: SECTION 375G.

(a) Effective April 1, 1971, the City shall make available to the employee that so desires, the non-contributory "25 year career plan" Section 375-G.

(b) In the event an employee dies before attaining eligibility for death benefits under the New York State Police and Fireman's Retirement System, then, in such event, the City shall pay to such employee's designated beneficiary a death benefit of \$20,000.00.

(c) Pension will be computed on earnings in the final twelve (12) months of service (final year's average).

(d) The City agrees that in the future, if veterans credit time is available on an individual cost basis, it shall adopt this plan for the Association members involved, provided employee pays his share.

Section 3: SECTION 375-I and 384-D. Effective April 1, 1974, the City shall make available to the employees that so desire, a non-contributory special twenty year plan 384-D or non-contributory improved "20 year career plan" Section 375-I.

As an option, the City will make available, effective April 1, 1974, "Additional 1/60" a supplement special to twenty-five year plan and Section 384-F, G, H.

**ARTICLE X
INSURANCE**

Section 1: The City shall provide each full-time employee with a group insurance program as follows:

Hospital Benefits:

Guarantee semi-private room and board for 145 days with unlimited miscellaneous.

Surgical Fees:

Reasonable and customary.

Assistant Surgical Fees:

25% of the reasonable and customary charge.

Medical Expense Benefits:

In-Hospital Physician \$ 40.00/Day

Diagnostic X-Ray & Laboratory:

Diagnostic X-Ray \$300.00 unscheduled

Diagnostic Laboratory \$300.00 unscheduled

Radiation Therapy: \$500.00

Supplemental Accident: \$400.00

Well Baby Doctor Visit:

Pay up to \$50.00/year at 100%, through preschool age. (No additional coverage under major medical).

Annual Physical Examinations:

Pay up to \$75.00/year at 100%. (No additional coverage under major medical).

Routine Gynecological Exams:

Annually to include pap smear and mammogram. (Mammograms using New York State Department of Health guidelines).

Supplemental Major Medical Expenses:

Maximum for each disability	Unlimited
Reimbursement first \$10,000/year at	80%
Reimbursement over \$10,000/year at	100%

Deductibles:

Individual	\$175.00/ year
Family Maximum	\$350.00/year

Preferred Provider Option:

Effective January 1, 1993, the City will put into effect a PPO plan.

A PPO is a managed care plan using fee schedules, thereby cutting health care costs, checking for medically necessary care and assuring reasonable and customary charges. A preferred provider would provide a co-insurance at 90/10 on the first \$10,000 in the event the employee uses the preferred provider. In the event the employee were to use another provider, the City's plan at 80/20 on the first \$10,000 would still be in effect.

Employee's Monthly Contribution:

All premiums, Medical and Dental, paid by the employee, will be converted to pre-tax dollars under Section 125 of the Internal Revenue Service Law, at no cost to the employees, unless the employee has signed a stipulation not wanting pre-tax dollars. The Union reserves the right to reopen if IRS Section 125 is changed.

Effective January 1, 2014, members of the unit shall pay 17% towards the total monthly premium for health and dental insurance.

Effective January 1, 2015, a voluntary Health and Wellness Program shall go into effect consistent with the terms attached and incorporated herein as Appendix F. If an active employee or retiree elects not to participate in the Health and Wellness Program, the premium shall be 22% effective January 1, 2015.

Dental Coverage:

The City of Jamestown will provide a Dental insurance program for each full-time employee.

Dental changes would be for all new claims filed after approval of this agreement.

Dental Sealants:

Dental insurance will allow \$12.00 for coverage of Dental sealants.

Basic Dental Plan Maximum:

The basic Dental plan maximum is \$2,000 per benefit year.

Orthodontia Maximum:

The orthodontia maximum is 50% up to \$2,000 per life time.

Prescription Drug Program: See Appendix D

Vision Care Program: See Appendix E

Preadmission Certification and Alternative to Hospitalization: The parties agree that the preadmission certification and alternatives to hospitalization will go into effect upon approval of the agreement between the parties.

The additional terms of coverage not specified above are set forth in the Insurance Plan Document in effect on the date of execution of this agreement, and are the minimum benefits provided by the City of Jamestown, and are incorporated by reference herein for all purposes, including but not limited to enforcement through the grievance arbitration procedures.

Effective January 1, 1987, employees who retire will be eligible for continued participation in the same health and dental insurance plans of the City as provided for active employees provided that such retirees continue to pay to the City an amount of money equal to amounts paid towards health and dental insurance premiums as active employees are required to pay to participate in said health and dental insurance plans.

Upon the death of an eligible retired employee, the spouse of such employee may continue to participate in the aforementioned health and dental insurance plans provided such spouse continues to pay the portion of premiums required to be paid by an active employee.

This coverage shall continue until such time as said spouse shall remarry or die, whichever event sooner occurs. Should said retiree or his spouse become eligible for equivalent health and/or dental insurance coverage or become eligible for insurance coverage through Medicaid, Medicare, or Veteran's Administration, then and in that event said insurance plans provided by employer shall constitute secondary coverage.

In the event such other equivalent health and/or dental insurance coverage or insurance coverage through Medicaid, Medicare or Veteran's Administration shall be involuntarily discontinued, an eligible retiree or his eligible spouse may upon request be restored to the benefits herein provided.

An employee eligible for reinstatement to the City's health and dental plans as above stated shall be reinstated to such plans by the City on the first day of the month following notification that the retiree wishes to have his or her participation reinstated.

For purposes of this paragraph, a retired employee shall be defined as one qualified to retire and receive retirement benefits in accordance with the provisions of the New York State Employee Retirement System.

The terms, conditions, and covenants contained in this paragraph shall survive the expiration of the labor agreement of which this paragraph is a part and shall also survive all future labor agreements which may be negotiated by and between the parties hereto or their successors or assigns and shall continue in full force and effect and continue to have application to all employees of the Jamestown Police Department who are covered by the terms, conditions, and covenants of this agreement as employees of the Jamestown Police Department who were employees of the Jamestown Police Department as of January 1, 1987, and to employees who are hired by the Jamestown Police Department and who are covered by the terms, conditions, and covenants of the collective bargaining agreement of which this paragraph is a part during all or a part of the term of this agreement unless or until the City of Jamestown no longer directly or indirectly offers employee health and/or dental benefits by virtue of the implementation of a mandated state or federal health insurance plan that affords substantially the same health insurance coverage to all citizens of the State of New York or of the United States of America.

The additional terms of coverage not specified above are set forth in an Insurance Plan Document are the minimum benefits provided by the City of Jamestown, and are incorporated by reference herein for all purposes, including but not limited to enforcement through the grievance arbitration procedures.

(a) If an employee's insurance is terminated due to the death of the employee, the spouse may continue to carry dependent medical and/or dental insurance through the city group plan by paying the full cost of the premium directly to the City of Jamestown in advance of the premium due date.

Deceased active employee, on the payroll as of January 1, 1993, employee's spouse and families shall receive health and dental insurance plan coverage provided to retirees and their spouse and family.

If death of the employee occurs in the line of duty, the City of Jamestown shall pay the full cost of the insurance. Such coverage shall be terminated either by marriage or eligibility for coverage through another group plan.

(b) Life insurance - the City will purchase \$50,000 life insurance for unit employees as of January 1, 1994.

ARTICLE XI SENIORITY

Section 1: DEFINITION.

(a) Departmental Seniority - The length of service of an employee with the City of Jamestown Police Department.

(b) City Seniority - The length of service of an employee with the City of Jamestown.

(c) Seniority Within Rank - The length of an employee's service within rank in the City of Jamestown Police Department.

(d) Temporary Vacancy - A vacancy resulting from vacation, sick leave, leave of absence, or emergency condition or a vacancy resulting from other causes in an existing position, in each case of not more than three (3) months duration.

Section 2: LOSS OF SENIORITY. Seniority will be lost if an employee is discharged for cause or he/she resigns.

Section 3: SENIORITY LIST. A seniority list shall be made. A police officer's position on the departmental seniority list will be based upon the date of his/her hire to the Jamestown Police Department as certified by the Municipal Civil Service Commission.

Where more than one police officer is hired on the same date, a police officer's position on the Civil Service list will govern.

Section 4: VACATION SELECTION. Seniority within rank shall be utilized to determine choice of vacation.

Section 5: VACANCIES/APPOINTMENTS.

(a) All vacancies/appointments other than temporary vacancies/appointments (defined in Section 1) in position(s) within the Police Department shall be posted in the Police Department for a period of at least ten (10) days listing the qualifications and criteria established for the position. If a member wishes to be considered for the position, he shall comply with the filing instructions. Appointment to the position shall be determined by seniority, both departmental and within rank, personnel evaluations and responses, recommendations by supervisors (past and present), training, skill, experience, ability and other qualifications of the applicant. If two or more applicants are comparably qualified by the standards above, the applicant with greater seniority within rank (defined in Section 1) shall receive the appointment.

(b) A position for the purposes of this section shall mean an appointment to the position of Detective, Juvenile Detective, Accident Investigation Officer, School Resource Officer, Domestic Violence Coordinator, or newly created position requiring specialized activity. Nothing in this section shall be construed to include Administrative Services positions.

(c) In the event a member of lower seniority is appointed to a position, the member who was bypassed shall be informed in writing of the specific reasons why he/she was bypassed.

(d) No officer shall be removed from a position without just cause. Such just cause must be given in a written statement, specifying details for removal. Officers may challenge such decisions pursuant to Article XIII of this Agreement. Nothing in this section shall be construed to require the City to extend the length of an assignment or continue a unit.

(e) An appointment to a temporary vacancy (defined in Section 1.) shall be at the discretion of the Police Chief or his designee.

(f) Nothing contained in this section shall be construed as requiring the filling of any vacancy.

Section 6: ASSIGNMENTS. Other than those appointed positions listed in Section 5, an assignment within the platoon will be at the discretion of the Police Chief or his designee. Transfers between the platoons of the patrol division shall be at the discretion of the Police Chief or his designee. Assignments within the investigations division shall be at the discretion of the Police Chief or his designee. If an employee is transferred from one assignment to another, he shall be furnished with a written statement of the reasons for such transfer, if the employee requests one.

Section 7: LAYOFF.

(a) In the event of a layoff due to a cut-back in personnel, hiring dates to the Police Department shall be the means of determining the members to lay off, starting with the latest appointee and on up the list. Upon any elimination of a Civil Service position, the member shall have the right to revert back to the previous rank held. Recall shall be made in inverse order of layoff. Nothing herein shall be construed to be in conflict with New York Civil Service Law.

(b) The City shall give forty-five (45) days prior written notice of a layoff to all affected employee(s). No layoff shall be effectuated until the minimum notice has been provided.

Section 8: SERVICE CREDIT.

(a) Employees who have service with the City of Jamestown, prior to becoming Police Department members, shall be given credit for all years of service for purposes of vacation accrual, longevity, and sick leave

accrual. Such credit shall be calculated at the rate of one-month credit for each month of fulltime service with the City, and one-half month credit for each month of part-time service with the City, regardless of the actual number of hours worked during such part-time employment.

(b) Members with past service credit with the New York State Police and Fire Retirement System may apply one-half (½) of those years of credit toward vacation and longevity accrual. Such credit shall be calculated at the rate of one-half month credit for each month of fulltime service within the Retirement System, and one-quarter month credit for each month of part-time service within the Retirement System, regardless of the actual number of hours worked during such part-time employment.

ARTICLE XII RECIPROCAL RIGHTS

Section 1: UNION REPRESENTATIVES.

(a) The City recognizes the right of the members to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this contract and to visit members during working hours upon approval of their superior officer. Such police representatives shall also be permitted to appear at public hearings or Board of Inquiry upon the request of the members, and on notice to the supervisor in charge of the station house.

(b) The Association shall submit the names of designated representatives in writing to the head of the department and the Mayor's representative. The Association shall also advise of any change of designated representatives.

Section 2: BULLETIN BOARDS. The Association shall have the right to post notices and communications on a bulletin board maintained on the premises readily accessible to all members. The officers and agents of the Association shall have the right to visit the employer's facilities for the purpose of adjusting and administering the terms and conditions of this contract, and any other related matters these officers and agents deem necessary. The City will provide an office and meeting room in the City Hall for the Association.

Section 3: UNION TIME.

(a) Members who are designated or elected for the purpose of adjusting grievances or assisting in the administrative of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the City and the Police Officers, and the uninterrupted operation of Government.

(b) Reasonable time off to be used for administrating the affairs of the Association shall be granted upon notice to the head of the department or his representative subject to his approval considering the operational requirements of the department.

(c) Reasonable time off to be used for the attendance of Kendall Club, PBA officers on the Board of Directors at meetings of the Chautauqua County Police Officer's Association (CCPOA) and the Western New York Police Association (WNYPOA) will be granted upon notice to the department head or his designee, subject to approval considering the operational requirements of the department.

Section 4: UNION TIME. A maximum of two members who are designated to represent the police officers shall have the right to attend statewide conventions and meetings of the Police Conference to which they belong without loss of time or pay, provided at least one week notice is given to the head of the department. More members can be given this privilege if the department is not placed in jeopardy and if approved by the Department Head.

Section 5: OFF-DUTY POLICE ACTION.

(a) Any police action taken by a member of the force on his time off in connection with an illegal action as described in the criminal procedure law, which would have been taken by an officer on active duty if present and/or available, shall be considered police action and the employee shall have all the rights and benefits concerning such action as if he were then on duty, subject to approval and review by the Chief of Police.

(b) An officer taking police action in connection with a felony, misdemeanor committed in his presence, or other offense subject to the approval of the Chief of Police, will be considered to have been recalled to duty and be entitled to the benefits described in Article V, Section 4 of the current contract.

ARTICLE XIII GRIEVANCE

Section 1: GENERAL STATEMENT. Any disputes arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed with the following procedure:

Section 2: GRIEVANCE PROCEDURE.

STEP 1: Any police officer believing he/she has a grievance may present such grievance within thirty (30) calendar days of knowledge by the grievant of the alleged grievance, either orally or in writing, to his Supervisor and attempt to adjust the matter. In all matters involving policy or procedure or financial obligations to the City, the grievant may present the grievance directly to the Chief of Police, it being understood and agreed such matters may not be finally resolved by the front line supervisor without the prior consent of the Chief. Grievances not so filed shall be considered invalid and not entitled to consideration. If the matter is not satisfactorily handled in this manner, the police officer may request the President of the P.B.A. or his representative to meet with his immediate supervisor or the Chief of Police for the purpose of attempting to adjust the grievance.

STEP 2: In the event such dispute is not resolved satisfactorily as stated above within three (3) days, then the Association shall present in writing the same to the head of the department or his designee for settlement.

STEP 3: In the event that such dispute is not then resolved satisfactorily within twenty-one (21) days, the matter may then be referred by either party to the Mayor's representative or his designated representative.

STEP 4: In the event that such dispute is not then disposed of within twenty-one (21) days, it may be referred by either party to an impartial arbitrator.

Section 3: ARBITRATION: The parties agree that when a grievance is moved to the point of arbitration, the parties shall then utilize the list from the Public Employees Relations Board to resolve the grievance. All costs involved in the arbitration of the grievance shall be borne equally between the parties, and decisions rendered shall be final and binding on the parties and affected police officers. The arbitrator shall have no power to add to, subtract from or modify any terms of this agreement.

Section 4: STIPULATIONS.

- (a) The time limits on the Procedure may be extended by mutual agreement in writing.
- (b) For the purposes of definition, days shall not include Saturday, Sunday or holidays.
- (c) In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Department Head by the Association.
- (d) Neither the Department Head nor the Arbitrator may consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.
- (e) Any step of the grievance procedure may be bypassed, or extended, by mutual agreement, in writing.

**ARTICLE XIV
GENERAL**

Section 1: FALSE ARREST PROTECTION. False arrest and imprisonment insurance protection for one million dollars (\$1,000,000.00) paid by the City.

Section 2: TERMS. The terms “police officers” and “members”, wherever used herein are synonymous.

Section 3: DEATH BENEFIT. The death benefit for certain police officers pursuant to and as provided for in Section 208B of the General Municipal Law shall be continued as provided by Council Resolution adopted October 19, 1964.

Section 4: ATTORNEY PROVIDED. In the event of any civil suit or criminal action arising from the performance of any police duty, the City shall provide an attorney with the cost to be borne by the City.

Section 5: PERMANENT SHIFT. If the City of Jamestown decides to go to a permanent shift, the City of Jamestown and the Kendall Club P.B.A. will negotiate and agree to the appropriate differential to be paid the affected Police Officers, before the permanent shift is implemented.

Section 6: LABOR-MANAGEMENT COMMITTEE. The City recognizes that its police officers, as individuals and as a group, have a proper professional interest in and can make significant contributions to the formulation and continuing review of local law enforcement policies.

To ensure effective participation in the policy-making process by all ranks including the police officer, who, because of his daily contact with operational problems and needs, has unique expertise to provide in law enforcement policy issues, the Police Department will establish a labor-management committee.

This committee will consist of the Chief of Police, one additional department management representative (selected by the City), one Lieutenant, one Sergeant, and three police officers, (selected by the Kendall Club P.B.A.). It is intended that this group would meet monthly or more frequently to discuss matters of mutual concern with reference to departmental operation, job requirements and law enforcement policy matters.

Section 7: CADET PROGRAM. If the department begins a cadet program, such cadets shall be assigned only to clerical work, traffic posts, parking enforcement, work experience observation, research or other purposes mutually agreed upon by the parties hereto.

Section 8: PERSONNEL FILE.

(a) File: The Police Department shall maintain only one personnel file on each officer. The Chief of Police shall designate a custodian to maintain the personnel files.

(b) Derogatory Material: No derogatory material of any nature, which might reflect on the officer's character or career will be placed in any personnel file without his knowledge. The officer shall be given the opportunity to respond in writing to any such derogatory material and to have the response maintained as part of his personnel file.

(c) Unsupported Charges: If complaints or charges lodged against any officer and maintained in his personnel file are subsequently found to be unsupported, all records hereto shall be removed from the officer's personnel file and maintained in Department or Investigative files.

(d) Inspection: Upon the request of the officer concerned, his or her personnel file shall be made available to him or her for review. The personnel file cannot be removed from its regular place of maintenance or storage and must be reviewed in the presence of the normal custodian of such files. An employee will be given a copy of any material which is entered into his personnel file upon his request.

Section 9: PRINTING OF CONTRACT. The cost of printing this Agreement in booklet form in a number equivalent to members of the Kendall Club shall be borne by the City.

Section 10: COMPREHENSIVE LIABILITY INSURANCE. The City shall provide comprehensive liability insurance for all employees and shall hold the employees and their families harmless for any liability growing out of service to and for the City. This insurance shall include but not be limited to liability for injuries, property damage, false arrest, or imprisonment, and shall include all elements of damages including punitive damages.

Section 11: PERSONNEL FORMS. The City shall not utilize any new or substitute forms with respect to employee performance or personnel information without prior consultation with the approval of the Kendall Club P.B.A.

Section 12: PERSONAL ITEMS PAYMENT OR REPAIR. Personal items damaged during the performance of duty will be paid or repaired by the City with the following restrictions:

(a) Eyeglasses or contacts will be repaired or replaced with the same or equal frames and material as the original.

(b) All other items will be replaced or repaired, up to a maximum allowance of one hundred dollars (\$100.00) per item. If an Officer chooses to use his own equipment, instead of the City issued equipment, the replacement cost will be that of the comparable City issued equipment.

Section 13: A HEALTH AND WELLNESS PROGRAM. All employees voluntarily participating in a Health and Wellness Program will be compensated with a \$25.00 reimbursement incentive. Proof of participation consisting of a receipt, canceled check or other document indicating the employee has joined and paid for a health and fitness program shall be required.

Section 14: DISCIPLINE. The City maintains its right to utilize Article 75 of the Civil Service Law. The Chief of Police will appoint the hearing officer from a current list of PERB approved arbitrators. The Union may strike two names from the list. At the City's discretion, it has the right to ask PERB for one more list. The Union may strike two more names from any additional list. All striking will occur within 7 days of the Union's receipt of the list.

Section 15: COMPLAINTS AGAINST OFFICERS. The City agrees to clear the text of all complaints from the computer. A hard copy of all complaints will be kept in the appropriate secured file. A case that is found after investigation to be "unfounded" and is closed will not be used in a future disciplinary proceeding.

Section 16: ADVANCE TRAINING NOTICE. The City agrees to provide at least five (5) days notice of any training, except in unusual cases when the City receives short notice of a school or when an unexpected opening occurs. The City maintains its right to adjust work schedules to accommodate training. The City will not split a shift to accommodate training, i.e., work four (4) hours, take time off and then be required to return to training. All shift adjustments will be made in eight (8) hour blocks.

Section 17: METRO POLICE SERVICES. The Union and the City of Jamestown hereby agree to jointly develop and pursue a plan for the provision of metro police services. It is the mutual intent of the parties that metro police services will include and incorporate the professional Police Department employees of the City of Jamestown. Any such plan will include provisions for the continued job security of the present Police Department employees of the City of Jamestown, whether such is accomplished by merger, accretion, subcontracting, consolidation or any other mechanism. The Union shall be a participating member together with the City on any commission, panel, committee, or other organization established to discuss the issue of

providing metro police services. Moreover, it is mutually agreed that the Union shall be consulted at each stage of such negotiations and shall be a full participant in such negotiations or discussions.

Section 18. Drug Enforcement Officer (DEO) to Detective. Pursuant to Civil Service Law Section 58(4)(c), the DEO's shall be deemed to be detectives. Everywhere the DEO title appears in the collective bargaining agreement, the term "Detective" shall be substituted. This settlement is without precedent in any other matter. The PBA agrees to support the establishment of a civilian property management specialist position within the Jamestown Police Department.

Section 19. Agility Bonus. Effective January 1, 2014, an Agility Bonus Program shall be implemented consistent with the terms set forth in Appendix G attached hereto and incorporated herein. The Agility Bonus shall be Five Hundred Dollars (\$500.00).

ARTICLE XV TERM OF AGREEMENT

Section 1: This agreement shall become effective January 1, 2012 and shall terminate on December 31, 2015. This contract shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing no earlier than June 1 and no later than August 30, or as hereinafter provided for any renewal period, of the party's intention to change, alter, amend or terminate this contract. It is agreed and understood that negotiations pursuant to the above notice shall begin no later than September 15 thereafter.

Section 2: The provisions of this contract shall supersede provisions heretofore made and provided which are specifically covered herein. Items not specifically covered herein shall continue in force and effect during the term of this contract.

Section 3: If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, each by its duly authorized officials and representatives the day and year first above written.

KENDALL CLUB POLICE BENEVOLENT
ASSOCIATION, INC.

CITY OF JAMESTOWN, NEW YORK

By: _____

By: _____

Thomas Shea, President

Samuel Teresi, Mayor

**CITY OF JAMESTOWN
POLICE DEPARTMENT CONTRACT
2012 - 2013**

CONTRACT: 2012

2.00%

CONTRACT: 2013

0.00%

HIRED PRIOR TO 1995

	STEP 1	STEP 2	STEP 3	STEP 4	<u>\$ 2,500</u> STEP 5
POLICE OFFICER					
L17-ANNUAL				68,484	70,984
L17-HOURLY				32.93	34.13

	STEP 1	STEP 2	STEP 3	STEP 4	<u>\$ 2,500</u> STEP 5
TRAFFIC					
L17-ANNUAL				69,938	72,438
L17-HOURLY				33.62	34.83

	STEP 1	STEP 2	STEP 3	STEP 4	<u>\$ 2,500</u> STEP 5
DETECTIVE					
L17-ANNUAL				71,607	74,107
L17-HOURLY				34.43	35.63

	STEP 1	STEP 2	STEP 3	STEP 4	<u>\$ 2,500</u> STEP 5
SERGEANT					
L17-ANNUAL				76,854	79,354
L17-HOURLY				36.95	38.15
L17 with clothing				78,440	80,940
L17 clothing hourly				37.71	38.91

	STEP 1	STEP 2	STEP 3	STEP 4	<u>\$ 2,500</u> STEP 5
LIEUTENANT					
L17-ANNUAL				80,907	83,407
L17-HOURLY				38.90	40.10
L17 with clothing				82,498	84,998
L17 clothing hourly				39.66	40.86

**CITY OF JAMESTOWN
POLICE DEPARTMENT CONTRACT
2012 - 2013**

CONTRACT: 2012

2.00%

CONTRACT: 2013

0.00%

HIRED AFTER 1994

					\$ 2,500	
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
POLICE OFFICER	46,935	55,650	57,771	62,251	66,730	69,230
	22.56	26.75	27.77	29.93	32.08	33.28
					\$ 2,500	
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	
TRAFFIC				68,185	70,685	
				32.78	33.98	
					\$ 2,500	
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	
DETECTIVE				69,855	72,355	
				33.58	34.79	
					\$ 2,500	
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	
SERGEANT				75,100	77,600	
				36.11	37.31	
with clothing				76,641	79,141	
clothing hourly				36.85	38.05	
					\$ 2,500	
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	
LIEUTENANT				79,106	81,606	
				38.03	39.23	
with clothing				80,647	83,147	
clothing hourly				38.77	39.97	
					\$ 2,500	
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
ACO	33,796	38,254	44,179	54,131	57,402	59,902
	16.25	18.39	21.24	26.02	27.60	28.80

**CITY OF JAMESTOWN
POLICE DEPARTMENT CONTRACT
2014**

CONTRACT: 2014 2.75%

HIRED PRIOR TO 1995

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
POLICE OFFICER					\$ 2,500
L17-ANNUAL				70,368	72,868
L17-HOURLY				33.83	35.03

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TRAFFIC					\$ 2,500
L17-ANNUAL				71,861	74,361
L17-HOURLY				34.55	35.75

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DETECTIVE					\$ 2,500
L17-ANNUAL				73,577	76,077
L17-HOURLY				35.37	36.58

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SERGEANT					\$ 2,500
L17-ANNUAL				78,967	81,467
L17-HOURLY				37.97	39.17
L17 with clothing				80,597	83,097
L17 clothing hourly				38.75	39.95

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LIEUTENANT					\$ 2,500
L17-ANNUAL				83,132	85,632
L17-HOURLY				39.97	41.17
L17 with clothing				84,767	87,267
L17 clothing hourly				40.75	41.96

**CITY OF JAMESTOWN
POLICE DEPARTMENT CONTRACT
2014**

CONTRACT: 2014 2.75%

HIRED AFTER 1994

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE OFFICER	48,226	57,180	59,359	63,963	68,566	71,066
	23.19	27.49	28.54	30.75	32.96	34.17
					\$ 2,500	
TRAFFIC				70,061	72,561	
				33.68	34.88	
					\$ 2,500	
DETECTIVE				71,776	74,276	
				34.51	35.71	
					\$ 2,500	
SERGEANT				77,165	79,665	
				37.10	38.30	
with clothing				78,749	81,249	
clothing hourly				37.86	39.06	
					\$ 2,500	
LIEUTENANT				81,281	83,781	
				39.08	40.28	
with clothing				82,865	85,365	
clothing hourly				39.84	41.04	
					\$ 2,500	
ACO	34,726	39,306	45,394	55,619	58,981	61,481
	16.70	18.90	21.82	26.74	28.36	29.56

**CITY OF JAMESTOWN
POLICE DEPARTMENT CONTRACT
2015**

CONTRACT: 2015 2.75%

HIRED PRIOR TO 1995

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
POLICE OFFICER					\$ 2,500
L17-ANNUAL				72,303	74,803
L17-HOURLY				34.76	35.96

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
TRAFFIC					\$ 2,500
L17-ANNUAL				73,838	76,338
L17-HOURLY				35.50	36.70

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
DETECTIVE					\$ 2,500
L17-ANNUAL				75,600	78,100
L17-HOURLY				36.35	37.55

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SERGEANT					\$ 2,500
L17-ANNUAL				81,139	83,639
L17-HOURLY				39.01	40.21
L17 with clothing				82,813	85,313
L17 clothing hourly				39.81	41.02

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LIEUTENANT					\$ 2,500
L17-ANNUAL				85,418	87,918
L17-HOURLY				41.07	42.27
L17 with clothing				87,098	89,598
L17 clothing hourly				41.87	43.08

**CITY OF JAMESTOWN
POLICE DEPARTMENT CONTRACT
2015**

CONTRACT: 2015 2.75%

HIRED AFTER 1994

						\$ 2,500
POLICE OFFICER	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	49,552	58,753	60,992	65,722	70,451	72,951
	23.82	28.25	29.32	31.60	33.87	35.07
TRAFFIC					<u>STEP 5</u>	<u>STEP 5</u>
				71,987	74,487	
				34.61	35.81	
DETECTIVE					<u>STEP 5</u>	<u>STEP 5</u>
				73,750	76,250	
				35.46	36.66	
SERGEANT					<u>STEP 5</u>	<u>STEP 5</u>
				79,287	81,787	
				38.12	39.32	
with clothing			80,914	83,414		
clothing hourly			38.90	40.10		
LIEUTENANT					<u>STEP 5</u>	<u>STEP 5</u>
				83,516	86,016	
				40.15	41.35	
with clothing			85,143	87,643		
clothing hourly			40.93	42.14		
ACO						<u>STEP 6</u>
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	35,681	40,387	46,642	57,149	60,603	63,103
	17.15	19.42	22.42	27.48	29.14	30.34

**APPENDIX B
CLOTHING/EQUIPMENT**

4 Long Sleeve Dark Blue Shirts

6 Short Sleeve Dark Blue Shirts

6 Dark Blue Trousers

1 Uniform Hat (summer)

1 Uniform Hat (winter)

2 Neck Ties

1 Combined Summer/Winter Jacket

1 Pair Summer Shoes

1 Pair Winter Boots

1 Rain Coat and Hat Cover

1 Pair Gloves

1 Pants Belt (2")

1 Pair Storm Rubbers

1 Bulletproof Vest

1 Glock .40 Caliber Automatic Pistol

1 Gunbelt**

1 Holster **

1 Ammunition Holder **

1 Handcuff Case **

1 Pair Handcuffs

4 Pistol Belt Keepers

1 Mace Holder **

1 Can of Chemical Mace or Equivalent

1 Night Stick

1 Night Stick Holder **

2 Breast Badges

1 Hat Badge

1 Name Tag

1 Summons Holder

1 Notebook

The City will provide rechargeable flashlights which will be available for all on-duty officers.

** Leather if available or suitable substitutes

APPENDIX C DEFINITIONS

1. ASSOCIATION means the Kendall Club Police Benevolent Association, Inc.
2. MEMBER or EMPLOYEE means a person employed by the Police Department of the City of Jamestown, New York, and represented by the Association.
3. SERVICE or LENGTH OF SERVICE shall include service with the Police Department of the City of Jamestown, New York.
4. DEPARTMENT means the Police Department of the City of Jamestown, New York.
5. EMPLOYER means the City of Jamestown Police Department, including the Mayor and/or City Council.
6. CHIEF means the Chief of Police.
7. IMMEDIATE SUPERVISOR means the immediate supervising officer of a member.
8. DEPARTMENT HEAD means the Chief of Police.
9. GRIEVANCE shall mean any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder.
10. ASSOCIATION OFFICER refers to officers or representatives of the Association.
11. EXECUTIVE BOARD means the appointed members and elected officers of the Association, as defined in the Association's by-laws.
12. GRIEVANCE COMMITTEE means a committee designated by the Association to review, screen, and adjust grievances presented by the employees.
13. REPRESENTATIVE means one officer or member of the Association authorized to represent its members in the adjustment of grievances.
14. CITY OF JAMESTOWN means Jamestown, New York.
15. PROBATIONARY POLICE OFFICER means a police officer hired with a view to filling a regular position, pursuant to the provisions of the Civil Service Law.
16. PERMANENT POLICE OFFICER means a police officer who is not classed as a probationary, and who has received a permanent appointment.

17. SENIORITY as defined in Article XI - "Seniority".
18. POLICE OFFICER - the term Police Officer as defined herein shall, unless otherwise set forth, include probationary and permanent police officers, male or female.
19. NOTE - The gender and plural terms used in this contract are used as reference terms only and shall apply with the same effect whether masculine or feminine gender, and plural shall also include singular.

**APPENDIX D
CITY OF JAMESTOWN
PRESCRIPTION DRUG PROGRAM**

The purpose of the City of Jamestown Prescription Program is to provide coverage for the basic prescription drug needs of employees, including hypodermic needles, assuring broad geographic coverage and quality products and services at competitive prices. The City of Jamestown has contracted through a Third Party Administrator with certain area pharmacies to accept the benefits payable under the prescription program as full payment for prescription drugs.

The basic benefits payable under the drug program are those drugs as prescribed by your physician.

A co-payment is required for each prescription filled. Co-payments do not contribute to meeting your individual or family deductible. If the cost of the prescription is less than the co-payment, then the payment will be the cost of the prescription.

Co-payments effective October 1, 2010:

Generic	\$ 7.00
Formulary	\$15.00
Non-Formulary	\$35.00

The cost for a maintenance drug prescription (60 day supply) will be one and one-half (1½) times the above amounts.

The cost for a mail order drug prescription (90 day supply) will be two (2) times the above amounts.

CLAIMS

All employees will be provided with a prescription card.

The following restrictions apply to the Prescription Drug Program.

1. The quantity of drug dispensed cannot exceed a supply sufficient for thirty (30) consecutive days. However, prescription orders for “chronic” medications may be dispensed in a supply sufficient for sixty (60) consecutive days.
2. Refills are allowed up to twelve (12) months, or as allowed by law, from onset if included in the original prescription.

The following items and services are specifically excluded from the prescription drug program.

1. Medications available without a prescription (except insulin).
2. Oral contraceptives.
3. Mechanical devices, artificial appliances and therapeutic devices.
4. Vitamins.
5. Medications for an individual who is an inpatient.
6. Any charges for the administration of medications.
7. Charges for medications incurred as a result of an illness or injury, which occurred on the job.
8. Rogaine.
9. Retin A (except as prescribed by physician for acne).
10. Habitrol and Nicoderm (limited to one time use at \$300.00 maximum).

All claim inquiries should be made to Medco or The Department of Human Resources, 483-7610.

**APPENDIX E
CITY OF JAMESTOWN
VISION CARE PROGRAM**

The purpose of the City of Jamestown Vision Care Plan is to help employees offset the cost of routine vision care for themselves and their dependents. The City of Jamestown has contracted through a Third Party Administrator with certain area vision care practitioners to furnish services and to bill the City through the Third Party Administrator for covered benefits.

1. ALLOWANCES FOR SCHEDULE OF COVERED BENEFITS

*a. Examination	\$ 40.00
*b. Frames	50.00
c. Lenses (per pair)	
* Single Vision	35.00
Bifocal	
Single	45.00
Double	65.00
Trifocal	60.00
d. Lenticular (including aspheric)	125.00
e. Contacts (unless acuity cannot be 20/70)	125.00

Effective December 1, 1998, optical coverage shall be provided per the existing labor agreement for eyeglasses or contact lenses on one (1) year intervals.

Contact lenses for other than above may be purchased. The amount of reimbursement would be the same as the allowance for regular glasses as above*, plus the allowance for eye examination.

Note: This vision care program is a twenty-four (24) month program effective January 1, 1991.

2. VISION EXAMINATION

A comprehensive eye examination including diagnostic ophthalmic examination, with or without definitive refraction as medically indicated, or a complete vision survey and analysis including but not limited to case history, complete refraction, coordination measurements and tests, visual field charting, and prescription of lenses as needed.

3. CLAIMS FOR COVERED BENEFITS

Selecting a provider from the Third Party Administrator list assures direct payment to the provider according to the schedule listed above. Any excess amount over and above the covered benefit will be your responsibility. However, if you seek the services of a provider who is not the Third Party Administrator's participating provider, you must pay the full fee. You will then be reimbursed after submitting a claim according to the covered benefit shown above. Claim forms are available from the Ombudsman's Office.

4. IDENTIFICATION

Each enrollee will be issued an identification card which you are required to present at the time of service.

5. EXCLUSIONS

- a. Services rendered as the result of an injury or sickness arising out of the course of employment.
- b. Orthotics or vision training.
- c. Prescription sunglasses.
- d. Photochromic or tinted lenses (when amount exceeds covered benefit).
- e. Medical or surgical treatment of the eyes.
- f. Oversize lenses.
- g. Lens coatings or laminating.
- h. Plano lenses.
- i. Any eye examination or eyewear required by the employer as a condition of employment.

All claim inquiries should be made to Blue Cross/Blue Shield or The Department of Human Resources, 483-7610.

APPENDIX F
HEALTH AND WELLNESS PROGRAM

The Good Life Program

The Good Life Program is a voluntary wellness program offered to the employees and retirees of the City of Jamestown. It is a three (3) step program. If you decide to participate in this three step program you will pay 17% of the plan premium for the calendar year. If you do not participate in the Good Life you will pay 22% of the plan premium. This adjustment will occur as of April 1, 2015.

The first two steps of The Good Life are:

Step 1 – Health Screening – height, weight, blood pressure, cholesterol and glucose

You may attend a Health Screening event (date and time to be determined) at the Municipal Building. Once a date and time has been selected, you must contact Beth Ecklund at 716-483-7610 to schedule a time.

OR

You may use the Physician Verification Form. You will need to schedule an appointment with your primary care physician to have them fill out the form for you. If you have seen your primary care physician between July 1, 2014 and January 2015, you do not need to schedule a new appointment. You may take the Physician Verification Form to your Dr.'s office and have them fill in the information required using the information they have on file from your visit in the last six months. You are responsible to mail the original copy of the form to the address provided on the form to BlueCross BlueShield (BCBS). **PLEASE KEEP A COPY FOR YOUR RECORDS. The health screening must be completed by March 31, 2015. The form must be postmarked by March 31st.**

Step 2 – Health Assessment

Please use the enclosed instructions to access the Health Assessment on line at bcbswny.com. You will need to register as a member and complete the Health Assessment. The Health Assessment is a series of multiple choice questions about your health. If you need help with the Health Assessment you may schedule a time with Beth Ecklund and she will help you complete the assessment. You may also call the number on the back of your BCBS identification card and a customer service representative will be happy to assist. **The Health Assessment will need to be completed by March 31, 2015.**

If you complete these two steps by March 31, 2015 you will continue to pay 17% of the plan premium. If you do not complete both of these steps you will begin paying the increased plan premium as of April 1, 2015.

After completing the first two steps of The Good Life you will be contacted by BCBS to inform you if you must complete the third and final step of The Good Life program, Health Coaching. If you do have to participate in this step a BCBS Health Coach will contact you. Please see the enclosed information on Health Coaching. **You will have until July 31, 2015 to complete the Health Coaching. If you are required to complete the third step and fail to do so you will begin paying the increased premium of 22% as of August 1, 2015.**

it's time to assess your health

Online health assessments help you understand your levels of health and fitness and how to improve them if necessary. Health assessments also help your doctor focus on your specific needs and provide targeted care.

Health assessments can:

- Identify potential health risks
- Provide you access to covered benefits (e.g., health coaching, health promotion programs)
- Help you to track personal goals online

Before you start:

1. Have your member ID card handy.
2. Ask your doctor for your cholesterol levels (total, HDL, and LDL) and blood pressure (not required, but helpful)
3. If you don't know an answer, don't guess —this can skew your assessment results.

Your health assessment provides an accurate reflection of your wellness level. You'll receive a personal scoring and information regarding your:

- Overall wellness
- Physical activity
- Tobacco use
- Dietary needs
- Blood pressure
- Mental health
- Cholesterol
- Stress level
- Weight
- Body mass index (BMI)

Information you provide through health assessments is confidential and is not shared with your employer. For more information about our privacy practices, visit bcbswny.com.

See the reverse side of this flyer for step-by-step instructions on how to take your health assessment.



healthy changes
everything.™



BlueCross BlueShield
of Western New York

The Good LifeSM

What you need to know about biometric screenings

- Hooper Holmes helps us conduct on-site biometric screenings.
- Please schedule your event no later than five weeks before the event date.
- Hooper Holmes will arrive one hour prior to the event time to set up.
- Screenings can be performed between 6 a.m. and 7 p.m. to accommodate multiple shifts.
- Hooper Holmes will assist with scheduling screenings. Paper and online scheduling is available.
- A registration table will be set up to assist employees entering the screening event. We can help staff the table, but ask that you also designate a team of employees to assist.
- We will ask for a site contact. After you schedule the screening date(s) Hooper Holmes will contact this person to make sure the event location is set up correctly.

Considerations for employees

- Employees should fast for eight hours prior to the screening. Water can be consumed.
- Please tell employees to bring their BlueCross BlueShield of Western New York member ID card. If they do not have their ID card, they can bring a valid photo ID.
- The following biometric measurements will be collected: height, weight, blood pressure, total cholesterol, LDL, HDL, triglycerides, and blood glucose.
- Screenings take approximately 10-15 minutes.

Physician Verification Form information

- Employees can use the Physician Verification Form (PVF) instead of participating in the on-site biometric screening.
- To use the PVF, employees must have their blood work completed six months prior to the Good Life program start date.
- The employee completes part 1 of the form; the employee's physician completes and signs part 2 of the form.
- We will give you PVFs to distribute to your employees.
- The employee or physician can return the PVF to BlueCross BlueShield.

FOR EMPLOYER USE ONLY

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BlueCross BlueShield
of Western New York

step-by-step instructions for completing your health assessment

If you're new to *Online Services*:

1. Go to bcbswny.com and sign in.
2. Select *Member* from the *Join a* drop-down menu.
3. Click *Register Now* under the *Sign in* area.
4. Enter your identification number, group number, and member number.
5. Click *Continue With Registration*.
6. Fill in the required fields to complete your registration.

After you complete your registration, log into *My Access*.

To log in to *My Health*:

1. Go to bcbswny.com and sign in.
2. Click *My Health* under *Health and Wellness*.
3. Click *Know Your Health Status* under *Start Here*.

You'll need about 15 minutes to complete the survey.

After you've completed the survey, you will immediately receive your personalized profile. Review your profile and under *Start Here*, click *Take a Wellness Workshop*, *Tour My Wellness Website* to take full advantage of *My Health*.

Hint: You can add wellness workshops to your to-do list and track your progress.

bcbswny.com

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say hello to your health coach

BlueCross BlueShield of Western New York health coaches are trained professionals who will help guide you to better health. Coaching takes place in person, over the telephone, or online.

Our health coaches are focused on getting and keeping you healthy

What a health coach can do for you:

- Actively support, encourage, and educate
- Help develop goals and plans of action
- Identify barriers to better health
- Show you how to manage and control chronic conditions
- Promote safe and healthy lifestyles

Frequently asked questions:

Is a health coach a physician?

No. Our health coaches are trained wellness professionals including registered nurses, nutritionists, social workers, respiratory therapists, health educators, and exercise physiologists.

Can a health coach prescribe medications?

No. Our health coaches cannot prescribe medications or provide physician referrals.

Will a health coach tell me what to do?

No. Our health coaches work with you to help you identify your wellness needs; however, you ultimately determine your goals. Our health coaches will provide you with the tools and resources you need to succeed.

Does a health coach have access to my medical records?

Our health coaches do not have access to your medical records or health information. However, it is recommended you share any health assessment results with your health coach, so he or she can help you create the most effective wellness plan possible.

To learn more about health coaching, visit bcbswny.com call 1-877-878-8785 and select 2.

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of Western New York

BCBS 864 WNY_5756_06-12



The Good Life Physician Verification Form

Instructions to complete this form:

1. Please complete all fields. Use blue or black ink. Print one character per box.
2. Do not send any additional information attached with this form.
3. **You must complete and return the original form, postmarked by March 31, 2014 to the following address:**
 BlueCross BlueShield of Western New York
 PO Box 80
 Buffalo, NY 14240-0080

Forms faxed, e-mailed or hand delivered will not be accepted.

4. Please keep a copy of this form for your records.

1— Subscriber Information

Please complete this form with your physician if you are not participating in a worksite health screening. Subscriber: If you have any questions please contact customer service at 1-800-544-2583.

Subscriber's Last Name										Subscriber's First Name										M.I.	
<input type="text"/>										<input type="text"/>										<input type="text"/>	
Subscriber's ID					Suffix		Group Number			Date of Birth (MMDDYYYY)											
<input type="text"/>					<input type="text"/>		<input type="text"/>			<input type="text"/>											
Subscriber's Signature																					
<input type="text"/>																					

2— Physician Information

Your patient is part of a health plan that asks him/her to have a health screening and complete a Health Assessment. Please take a moment during the office visit to complete this form and return it to your patient. If you have any questions please contact Provider Service at 1-800-950-0051.

Health Screening Information

Please enter the following measurements for your patient. Measurements before July 1, 2013 are not permitted.

Height (inches)		Weight (pounds)																			
<input type="text"/>		<input type="text"/>																			
Blood Pressure:		Systolic	Diastolic																		
		<input type="text"/>	<input type="text"/>																		
Blood Sugar	Total Cholesterol		LDL	HDL																	
<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>																	
Attending Physician's Last Name										Attending Physician's First Name										M.I.	
<input type="text"/>										<input type="text"/>										<input type="text"/>	
Attending Physician's Signature										Date (MMDDYYYY)											
<input type="text"/>										<input type="text"/>											

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APPENDIX G
JAMESTOWN POLICE DEPARTMENT
PHYSICAL AGILITY TEST

- (1) Cooper Standard Fitness Test @ 50% in accordance with the current standards
- (2) The test will be offered six (6) times from September 1st through October 31st, three (3) times in the month of September and three (3) times in the month of October each year. There will be three (3) test dates in September and three (3) more dates in October.
- (3) The test will be administered by a certified P.T. instructor or any current I.D.S instructor.
- (4) The test is strictly on a voluntary basis.
- (5) The times the test will be given each month will be staggered. (ie. Morning tests 9:00 am – 12:00 pm, afternoon tests 3:00 pm – 6:00 pm)
- (6) The test will be given at Jamestown Community College (JCC) inside the Physical Education Building. (permitting the approval of JCC)
- (7) The times the test will be given will be in three (3) hour blocks on each date.
- (8) If a police officer fails the test, he/she will be allowed to take one re-test. The re-test must be taken during the scheduled testing periods.
- (9) The Physical Agility Test will consist of the following events:
 - Sit ups
 - Push ups
 - 1.5 mile run
- (10) See attached Agility Test Format with 50% standards. Parties acknowledge the testing standards change and an officer will be required to meet the current standards which may vary from the standards attached to this appendix.
- (11) There will be a ten (10) minute rest period between each stage of the test.
- (12) The test will be given in this order:
 - 1st Test: sit ups
 - 2nd Test: push ups
 - 3rd Test: 1.5 mile run
- (13) Any officer that successfully passes the Physical Agility Test will receive a \$500 check on the first non-pay Friday in November.
- (14) The test is set up in age categories of ten (10) years

- 20-29 years
- 30-39 years
- 40-49 years
- 50-59 years
- 60+

(15) Officers will not be paid to take the test nor will they be permitted to take the test while on duty. Officers will take the test on their own time and any injury(ies) incurred while traveling to or taking the test will be deemed to be an off duty injury(ies).



Jamestown Police
Annual physical agility test

Name: _____ SSN: _____
Age: _____ DOB: _____ Test Date: _____

Minimum Scores for employment as a Law Enforcement Officer are as follows:

SIT-UPS Muscular Endurance – The score indicated below is the number of bent-leg sit-ups performed in one minute.

PUSH-UPS Muscular Endurance – (upper body) – The score below is the maximum number of full body repetitions that a candidate must complete without breaks.

1.5 MILE RUN Cardiovascular Capacity – The score indicated below is calculated in Minutes : seconds.

AGE/SEX

MALE	SIT-UPS	PUSH-UPS	1.5 MILE RUN
20-29	40()	33()	11:58()
30-39	36()	27()	12:24()
40-49	31()	21()	13:12()
50-59	26()	15()	14:23()
60+	20()	15()	15:56()

FEMALE

20-29	35()	18()	14:04()
30-39	27()	14()	14:34()
40-49	22()	11()	15:34()
50-59	17()	9 ()	17:19()
60+	8 ()	9 ()	19:04()

_____ Passed _____ Failed

Candidates Signature Date

Evaluator's Signature Date