AGREEMENT

BETWEEN THE

ROME PHILIP S. MCDONALD POLICE BENEVOLENT ASSOCIATION, INC.

AND

THE CITY OF ROME, NEW YORK

EFFECTIVE

JANUARY 1, 2018 - DECEMBER 31, 2022
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE NUMBER</th>
<th>PAGE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Recognition and Rights</td>
<td>4.</td>
</tr>
<tr>
<td>II. No Strike</td>
<td>4.</td>
</tr>
<tr>
<td>III. Union Business</td>
<td>5.</td>
</tr>
<tr>
<td>IV. Management Responsibilities</td>
<td>6.</td>
</tr>
<tr>
<td>V. Salaries</td>
<td>6.</td>
</tr>
<tr>
<td>VI. Shift Differential</td>
<td>7.</td>
</tr>
<tr>
<td>VII. Longevity</td>
<td>8.</td>
</tr>
<tr>
<td>VIII. Hospitalization</td>
<td>8.</td>
</tr>
<tr>
<td>IX. Life Insurance</td>
<td>14.</td>
</tr>
<tr>
<td>X. Pensions</td>
<td>14.</td>
</tr>
<tr>
<td>XI. Holidays</td>
<td>14.</td>
</tr>
<tr>
<td>XII. Personal Leave Days</td>
<td>16.</td>
</tr>
<tr>
<td>XIII. Vacations</td>
<td>16.</td>
</tr>
<tr>
<td>XIV. Funeral Leave</td>
<td>17.</td>
</tr>
<tr>
<td>XV. College Incentive</td>
<td>18.</td>
</tr>
<tr>
<td>XVI. Family Needs Leave</td>
<td>18.</td>
</tr>
<tr>
<td>XVII. Assignments</td>
<td>18.</td>
</tr>
<tr>
<td>XVIII. Vacancies</td>
<td>18.</td>
</tr>
<tr>
<td>XIX. Hours of Work</td>
<td>19.</td>
</tr>
<tr>
<td>XX. Overtime</td>
<td>19.</td>
</tr>
<tr>
<td>XXI. Recall Time</td>
<td>20.</td>
</tr>
<tr>
<td>XXII. Court Time and Hearing Pay</td>
<td>20.</td>
</tr>
<tr>
<td>XXIII. Uniforms</td>
<td>21.</td>
</tr>
<tr>
<td>XXIV. Clothing Allowance</td>
<td>23.</td>
</tr>
<tr>
<td>XXV. Cleaning and Maintenance Allowance</td>
<td>23.</td>
</tr>
<tr>
<td>XXVI. Employee Rights</td>
<td>23.</td>
</tr>
<tr>
<td>XXVII. Grievance Procedures</td>
<td>24.</td>
</tr>
<tr>
<td>A. Final and Binding Arbitration</td>
<td>27.</td>
</tr>
<tr>
<td>XXIX. Punitive Damages</td>
<td>28.</td>
</tr>
<tr>
<td>XXX. Check Off of Dues</td>
<td>28.</td>
</tr>
<tr>
<td>XXXI. Travel and Meal Allowance</td>
<td>29.</td>
</tr>
<tr>
<td>XXXII. Miscellaneous Agreements</td>
<td>29.</td>
</tr>
<tr>
<td>XXXIII. Patrolman Grade Steps</td>
<td>30.</td>
</tr>
<tr>
<td>XXXIV. FTO Training Time</td>
<td>31.</td>
</tr>
<tr>
<td>XXXV. Retirement Incentive Bonus</td>
<td>31.</td>
</tr>
<tr>
<td>ARTICLE NUMBER</td>
<td>PAGE NUMBER</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>XXXVI. Dental/Optical</td>
<td>32.</td>
</tr>
<tr>
<td>XXXVII. PCNY Group Legal Plan</td>
<td>32.</td>
</tr>
<tr>
<td>XXXVIII. Job Related Injuries/Treatment – 207-c Policy</td>
<td>32.</td>
</tr>
<tr>
<td>XXXIX. Flex Time for Detectives/Juvenile Officers/ID Personnel</td>
<td>38.</td>
</tr>
<tr>
<td>XL. Out of Grade/Rank/Title Pay</td>
<td>38.</td>
</tr>
<tr>
<td>XLI. Sick Leave Incentive</td>
<td>38.</td>
</tr>
<tr>
<td>XLII. Sick/Family Sick Leave</td>
<td>39.</td>
</tr>
<tr>
<td>XLIII. Catastrophic Illness Leave Bank</td>
<td>39.</td>
</tr>
<tr>
<td>XLIV. Cancer Screening Leave</td>
<td>40.</td>
</tr>
<tr>
<td>XLV. Staffing</td>
<td>40.</td>
</tr>
<tr>
<td>XLVI. Contract Reopener</td>
<td>40.</td>
</tr>
<tr>
<td>XLVII. Maternity Leave</td>
<td>40.</td>
</tr>
<tr>
<td>XLVIII. Drug and Alcohol Testing Policy</td>
<td>41.</td>
</tr>
<tr>
<td>XLIX. Savings Clause</td>
<td>41.</td>
</tr>
<tr>
<td>XL. Separability</td>
<td>41.</td>
</tr>
<tr>
<td>XLXI. Termination and Modification</td>
<td>41.</td>
</tr>
<tr>
<td>XLXII. Section 104a Civil Service Law</td>
<td>42.</td>
</tr>
<tr>
<td>Signature Page</td>
<td>42.</td>
</tr>
</tbody>
</table>
ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into this 1st day of O C T O B E R, 2018, by and between the City of Rome, New York, hereinafter referred to as the City, and the Philip S. McDonald Police Benevolent Association, Inc., hereinafter referred to as the Association.

WITNESSES:

WHEREAS, the parties desire to maintain harmonious relations and to work together for the public safety, and desire further to establish equitable wage scales, and standards and conditions of employment, and to provide for collective bargaining, and arbitration of grievances and disputes, all in accordance with the Public Employee's Fair Employment Act of 1967 and amendments thereto.

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 – RECOGNITION AND RIGHTS

The City recognizes the Association as the exclusive collective negotiating agent for all Police Officers of the Rome Police Department, and all other employees of the Rome Police Department that perform bargaining unit work. The Association shall represent the included Police Officers of the Police Department in negotiations and settlement of all grievances. The Association is entitled to membership dues deductions, and to representation status.

ARTICLE II – NO STRIKE

The Association agrees that it will not call, sanction nor encourage in any way, strikes, slowdowns, or any other kind of job action which is designed to impede normal efficient operation of the Police Department; nor shall the Association cause, instigate, encourage or condone any such actions.
ARTICLE III - UNION BUSINESS

SECTION 1. The City agrees to permit three (3) Stewards and one (1) alternate, selected by the Association, to represent employees in all matters relating to grievances and contract implementation, during their normal working hours, without loss of pay. Any such Steward may leave his/her post to which he/she is assigned, to represent and confer with the employee involved and the employer representative. The time allowed for such representation shall be reasonable in length to facilitate the proper conduct of the Association business which is at issue, and at a time when the Steward can be relieved from his/her post without interruption of normal police functions.

SECTION 2. Four (4) members of the Executive Board of the employee group shall be granted time off to attend regular and special meetings of the employee group, with no loss of time or wages. These four (4) members shall be the President, Vice President, Recording Secretary and the Sergeant at Arms. The Sergeant at Arms shall be allowed time off to attend regular meetings only when he/she can be relieved from his/her post without interruption of normal police functions as determined by the commanding officer. In any event, all members of the Executive Board above mentioned shall be subject to call during their regular and special meetings if in the opinion of the commanding officer an emergency requires the services of said officers.

SECTION 3. No less than four (4) employees shall be excused from duty for the purpose of representing the employee organization as a Color Guard Squad in any local parade or gathering. Such time shall not result in loss of time or wages to the employee. No more than two (2) officers will be released from any one shift at one time to participate.

SECTION 4. A total of five (5) delegates may attend the State Convention for a total of One Hundred Sixty (160) hours, without the loss of time or wages. In addition, the President of the Police Association will be granted an additional twenty (20) days or One Hundred Sixty (160) hours, for the purpose of conducting Police Association business. The Vice President shall act in lieu of the President on no more than three (3) days or twenty-four (24) hours of the total twenty (20) days allocated to the President for the conducting of Association business.
SECTION 5. The Association may designate up to five (5) delegates to represent it in negotiations with the City, and these delegates shall serve without loss of pay or time off that would normally accrue to them under the terms of this contract. These delegates will be released from duty if necessary for the purpose of attending negotiation sessions, and shall not be denied this right except in the time of an emergency.

SECTION 6. The PBA President, provided he/she is a patrolman, is to be assigned to the 8:00 a.m. to 4:00 p.m. shift.

ARTICLE IV – MANAGEMENT RESPONSIBILITIES

SECTION 1. The normal functions of management and the direction of working forces including, but not limited to:

(A) The hiring of employees;
(B) Suspending, discharging, or otherwise disciplining of employees;
(C) Establishing reasonable rules and regulations;
(D) The assigning of personnel and scheduling of work;
(E) The determination of methods and means of operation;
and
(F) 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 and will observe the provisions of this AGREEMENT and applicable STATE AND LOCAL LAWS.

SECTION 2. If any added changes in work duties or classifications occur other than the CIVIL SERVICE classification description, THE ASSOCIATION shall have the right to negotiate said changes.

ARTICLE V – SALARIES FOR FULL TIME OFFICERS (See schedule A, attached)

Effective January 1, 2018: all officers shall receive a 2.0% general increase in their annual salary;
Effective January 1, 2019: all officers shall receive a 2.0% general increase in their annual salary;

Effective January 1, 2020: all officers shall receive a 2.0% general increase in their annual salary;

Effective January 1, 2021: all officers shall receive a 2.0% general increase in their annual salary;

Effective January 1, 2022: all officers shall receive a 2.0% general increase in their annual salary;

Patrolman recruits required to attend and pass the State training requirements shall be paid at a rate of seventy-five percent (75%) of the base salary of a new patrolman during the period they are required to attend school. This provision shall become effective retroactive to January 1, 1991.

Effective on and retroactive to January 1, 1991, the existing five (5) step Wage Scale shall be increased to seven (7) steps.

Retroactivity shall be paid as soon as possible, but not later than the end of the first full pay period following execution of the successor signed agreement.

Effective January 1, 2018, part-time police officers employed by the Rome Police Department shall be compensated at a rate of twenty dollars ($20.00) per hour worked.

**ARTICLE VI – SHIFT DIFFERENTIAL**

Section 1. Effective January 1, 1986, a premium shall be paid to officers working the second and third shifts as follows:

(a) Effective on and retroactive to January 1, 2018, officers required to work the second-shift shall receive a shift premium of seventy cents ($0.70) per hour. For the purpose of this section, a second shift is defined as a regularly scheduled work assignment which starts on or after 4:00 p.m. but prior to 12:00 a.m.

(b) Effective on and retroactive to January 1, 2018, officers required to work the third-shift shall receive a shift premium of eighty five cents ($0.85) per hour. For the purpose of this section, a third shift is defined as a regularly scheduled work assignment, which starts on or after 12:00 a.m. but prior to 8:00 a.m.
SECTION 2. Shift premium will only be paid for hours actually worked. Paid leave is not considered hours worked.

SECTION 3. Officers shall be paid their cumulative shift premium on a quarterly basis.

SECTION 4. In the event an officer overlaps onto another designated shift he/she shall be compensated at the designated rate of said shift.

SECTION 5. In exchange for all members of the bargaining unit reporting an additional fifteen (15) minutes before the start of their shift, the City shall pay each officer an annual fee of two hundred fifty dollars ($250.00) in 1991. This fee shall increase to two hundred seventy-five dollars ($275.00) in 1992. Said stipend shall be paid annually at the same time longevity is paid, subject to pro-ration.

ARTICLE VII – LONGEVITY

Effective January 1, 2018, each eligible officer shall be entitled to receive longevity pay as follows:

- After five (5) years: Nine hundred fifty dollars ($950.00)
- After ten (10) years: One thousand one hundred and fifty dollars ($1,150.00)
- After fifteen (15) years: One thousand three hundred ($1,300.00)
- After twenty (20) years: One thousand five hundred dollars ($1,500.00)

Entitlement to said longevity is to be computed as of the anniversary date of the appointment and within the contract year. Such payment shall be made in a lump sum on or about the 15th of December of each year. If any employee voluntarily leaves the City employment during the year, he/she will receive a pro-rata share of longevity for that year. Pro-rata will be made by quarters.

In the event of retirement, or death, longevity shall be paid in full (without proration) to the retiring officer in the year of retirement (or in the case of death, to the decedent’s estate) in the year of death.

ARTICLE VIII – HOSPITALIZATION

NOTE: Reprinted below [in paragraph A through F] is a true copy of Article VIII as same appeared in the
January 1, 2003 through December 31, 2005 contract.
A) With respect to all employees hired prior to January 1, 1986, the City agrees to continue to pay the full cost of a hospitalization program covering the officer and his/her spouse and dependents under the Blue Cross-Ultra Blue 17 Program. The City agrees to maintain the current hospitalization program for retirees, to wit: The City to pay full cost of hospitalization program covering the retiree and his/her spouse and dependents under the Blue Cross-Ultra Blue 17 Program; however, upon the death of the retiree, the retiree’s spouse may maintain said hospitalization program for himself/herself and for the retiree’s dependents only upon payment of the full cost therefore, and only so long as same is permitted by the insurer.

All employees hired on or after January 1, 1986, shall be obligated to pay twenty five percent (25%) of the cost of the hospitalization premium.

B) The employer will provide, at no cost to the retiree, (providing however, that any member permanently hired after December 31, 1985, and who then after retires, shall contribute twenty five percent [25%] of the cost of the health plan) a single contract, with or without dependents and a family contract providing full medical surgical benefits under Blue Cross/Blue Shield Ultra Blue 17, and Major Medical expense program supplemental to Blue Cross and Blue Shield. Also optional, Vision endorsement and Dental endorsement. Under the Dental endorsement there will be a cap of one thousand two hundred and fifty dollars ($1,250.00). The benefits are to be paid out during a contract year per employee and per each dependent of said employee.

(C) Retiree’s Hospitalization:

1). For active full time officers presently employed by the City of Rome Police Department as of July 31, 2004, at the request of the retiring officer, the City shall pay one hundred percent (100%) hospitalization for himself/herself and his/her dependents at benefit levels in effect for active employees until the retiring officer reaches the age of sixty five (65), at which time said contribution rate would revert back to an employee contribution of twenty five percent (25%), upon the following conditions:
a. The officer must have been employed as a full time police officer in good standing with the Rome Police Department as of July 31, 2004; and
b. The officer must have the requisite number of sick days as outlined hereinbelow standing to his/her credit at the time of retirement; and
c. The officer must provide an affidavit or other approved form verifying that the spouse and/or dependent(s) of said employee does not have equal or greater health coverage available, at no premium cost to the spouse and/or dependent(s); and
d. The officer is only eligible for said benefit if he/she retires in their twenty-first (21st) or more anniversary year of employment.

2). For purposes of this Section “Retirement” shall be defined as follows:

a. The voluntary separation from service by a full time police officer, at a time when said employee has completed at least twenty (20) years of service with the City of Rome Police Department; or
b. The involuntary separation from service of an employee as a result of said employee having been awarded either accidental disability retirement or performance of duty disability retirement by the New York State Retirement system, regardless of length of service; or
c. Death of an employee or retiree (who was an active full time officer with the City of Rome Police Department as of July 31, 2004), who at the time of death had completed at least twenty (20) years of service with the City of Rome Police Department. If said deceased employee or deceased retiree dies before age 65, the City shall pay one hundred percent (100%) hospitalization coverage as herein stated to his/her spouse and/or dependents until such time period as the deceased employee or retiree would have reached age 65, provided that an affidavit or other approved form is submitted verifying that the spouse and/or dependent(s) of said deceased employee or retiree does not have equal or greater health coverage available, at no premium cost to the spouse and/or dependent(s).
3). In order to obligate the City to the benefit provided in this section, officers must have at least one hundred (100) days of accumulated sick leave standing to their credit on the date of retirement.

4). For purposes of determining eligibility for the benefit provided in this section for individuals who have been determined by the catastrophic illness committee to be eligible for catastrophic illness compensation for officers with less than twenty (20) years of service at the time of the utilization of catastrophic illness sick leave, the following general rules will apply:

   a. If the officer elects to retire after rendering twenty (20) years of service but before rendering twenty one (21) years of service and had fifty percent (50%) of the sick leave earned by him/her during his/her career with the department standing to his/her credit at the time a catastrophic illness occurred and the officer was subsequently awarded catastrophic compensation from the catastrophic sick leave bank, then the amount of sick leave time that the officer had standing to his/her credit at the time of the catastrophic illness will be deemed to be the amount he/she has standing to his/her credit at the time of his/her retirement.

   For active full time officers presently employed by the City of Rome Police Department as of July 31, 2004, but hired prior to January 1, 1986, who are currently receiving one hundred percent (100%) hospitalization benefits pursuant to this section, will continue to have such coverage regardless of their year of retirement.

   Any full time officer hired after July 31, 2004, shall be entitled to those hospitalization benefits in effect prior to the ratification of the 2003 – 2005 agreement, unless otherwise agreed to.

   D) The City will pay in a single payment on the first pay day of December of each year of the contract period a lump-sum payment to any active employee who would qualify for coverage under the City Health Insurance Plan, providing that the employee does not join the Plan, or if previously covered, has terminated coverage for the period of eleven (11) months prior to December of any year. The lump-sum payment will reflect the type of coverage the employee has opted to waive; individual or dependent/family. Waivers must be signed during the open
enrollment period, during which period any employee who has previously waived coverage may re-enroll.

Lump-Sum Payment Schedule:  
- Individual/Single - One Thousand dollars ($1,000.00)  
- Dependent/Family - Two Thousand dollars ($2,000.00)

Employees who opt to join/rejoin the insurance program having opted out of it for five (5) years or longer shall return at the then existing rate of contribution. To qualify for insurance benefits at time of retirement, an employee must be part of the City's insurance program for a minimum of three (3) years or more in succession immediately prior to their date of retirement. This provision shall not apply to individuals whose spouse is an employee of the City of Rome.

E) The City may propose a change in health insurance carriers, so long as the new carriers offer all the benefits now being provided at the same level or better and so long as the current deductible and co-payment remain the same. The Association will review the proposed change in health insurance carriers, and will submit a decision in writing within thirty (30) days as to whether or not it will consent to the change. If the Association does not consent to the proposed change, the parties will immediately declare an impasse and will submit the proposed change in health insurance carriers to expedited interest arbitration.

F) For all employees hired after January 1, 2001, the employee will contribute twenty percent (20%) of all covered medical expenses subject to a coinsurance provision which are incurred during each calendar year, up to a yearly maximum of two thousand dollars ($2,000.00) of covered medical expenses, or four hundred dollars ($400.00) of out-of-pocket coinsurance payments. After the yearly maximum is met, the employer will pay one hundred percent (100%) of the covered medical costs for the remainder of the calendar year. Employees hired after January 1, 2001, will not be entitled to a lifetime coinsurance maximum.

G) Commensurate with the effective date of the instant 2006/2007 agreement [which shall be the date the last party executes said agreement], it is understood and agreed that all of the parties respective
rights and obligations set forth in paragraphs A through F above [to wit, Article VIII of the January
1, 2003 through December 31, 2005 CBA] shall continue in full force and effect, except as
modified by paragraphs (1 through 8) below:

(1) Article VIII (A through F above) of the January 1, 2003 through December 31, 2005 CBA
identifies those Health Insurance Plans/Programs and Riders that the City must provide to
its active officers and retirees. For ease of reading, said Plans/Programs and Riders will be
referred to as the City's "Traditional Indemnity Plan".

(2) For all employees on the payroll as of December 31, 2006, it is understood and agreed that
all of their respective rights and obligations presently in effect as set forth in Article VIII
(A through F) of the January 1, 2003 through December 31, 2005 CBA (including, but not
limited to their rate of premium contribution, co-pays, levels of coverage and levels of
benefits of the Traditional Indemnity Plan set forth therein), shall remain the same and
continue to be made available to said employees.

(3) However, the above-referenced Traditional Indemnity Plan will be "closed" and not
available to any employee hired on or after January 1, 2007. Consequently, all employees
hired on or after January 1, 2007, shall be covered instead by the below referenced
Preferred Provider Organization ("PPO") Plan, at the coverage and benefit levels and co­
pay amounts associated with the Blue Cross/Blue Shield PPO -- Option J Health Plan, as
attached hereto, hereinafter as the "City PPO Plan", for which the employee shall
contribute twenty-five per centum (25%) of the City PPO Plan's premium costs.

(4) Employees who choose to opt-out of their current Traditional Plan coverage and enter the
PPO plan within thirty (30) days of the full execution of this agreement shall receive a one­
time cash incentive of two thousand five hundred dollars ($2,500.00) for single/individual
coverage and five thousand dollars ($5,000.00) for dependent/family coverage. Employees
who choose to avail themselves of this incentive will receive one half of said incentive in
the second pay period in November of 2018, and the balance of said incentive in the first
pay period of January 2019. The amount the employee receives shall be based on the plan
that they opt-out of. Once an employee opts-out, he or she may not go back into the
traditional plan.

(5) Active employees who are covered by the Traditional Indemnity Plan will be entitled, upon retirement, to carry said Plan into retirement. Active employees
who are covered by the PPO, must, upon retirement, remain in the PPO throughout retirement.

(6) Regardless of whether an employee is in the Traditional Indemnity Plan or the City PPO Plan, prescription drugs may be purchased utilizing "Cana-Rx" services.

(7) Subject to the conditions set forth at Article VIII(C)(1)(a)-(d) of the 2003-2005 CBA [as set forth above], any employee who retires in his/her 21st year of service, shall also be paid $40.00 for each day of sick-time he/she has remaining after deducting and donating one hundred (100) sick days to the catastrophic illness sick bank consistent with Article VIII(C). There shall be a one year period from the effective date of the 2006-2007 CBA, which will permit employees beyond their twenty-first (21st) year of service to the RPD to avail himself/herself to said benefit. The effective date of the agreement shall be the date the last party executes the CBA.

(8) In order to attain the requisite number of years of services to receive the incentive set forth herein at Article VIII(G)(8), an employee may, at his/her sole discretion, use some or all military service credit time and as he/she may otherwise be entitled to pursuant to the terms of the New York State Retirement and Social Security Law, Article 20. In the event the employee utilizes military time to qualify for the incentive, his/her respective retirement will be considered "voluntary" for purposes of Article VIII of this agreement.

(9) It is understood and agreed that, effective January 1, 2018, members enrolled in the PPO plan shall pay a co-pay of thirty dollars ($30.00) for each urgent care visit, specialist visit and outpatient surgery procedure.

**ARTICLE IX – LIFE INSURANCE**

Effective on January 1, 1984, the City shall at its own cost and expense provide, pay for and implement the PCNY twenty five thousand dollar ($25,000.00) Life Insurance program for PBA members, which policy is to provide for spouse coverage in the amount of five thousand dollars ($5,000.00), and per child in the amount of one thousand dollars ($1,000.00).

The City agrees to maintain the current Life Insurance program for retirees, to wit: City and retirees to share equally in the cost of extended group life insurance coverage at four thousand dollars
($4,000.00) on the retiree, two thousand dollars ($2,000.00) on the retiree’s spouse, and one thousand dollars ($1,000.00) for each of the retiree’s dependents.

ARTICLE X – PENSIONS

The employer shall continue to provide to all employees herein with the twenty-five (25) year pension plan established in Section 384 twenty-five (25) years with the option of electing 375-E thirty (30) year under the New York State Police and Firemen’s Retirement System, these plans being the same plans in force as of January 1, 1975. Contributions are on a non-contributory basis.

Effective June 1, 1982, the employer shall provide all employees herein with the twenty (20) year pension plan established in Section 384-d of the New York State Retirement and Social Security Law.

Effective June 1, 1982, the employer shall provide to all employees herein the option of electing Section 375-i of the New York State Retirement and Social Security Law.

The employer shall provide to all current employees the opportunity to join Section 384-e of the New York State Police and Firemen’s Retirement System during the period from January 1, 1999, until December 31, 1999.

ARTICLE XI – HOLIDAYS

SECTION 1. All officers shall be entitled to the following holidays:

   Easter Sunday
   Martin Luther King’s Day
   New Years Day
   Lincoln’s Birthday
   Washington’s Birthday
   Memorial Day
   Independence Day
   Labor Day
   Veterans’ Day
   Thanksgiving Day
   Christmas Day
   Officer’s Birthday (to be taken on his/her birthday if officer so wishes)

SECTION 2. These holidays shall be granted whether or not the officer works on that date, that is to say if one of the officers works any of the aforementioned holidays, he/she is entitled to a day off with pay; in
the event the officer's normal day off occurs on one of the said holidays, he/she shall be entitled to an additional day off with pay.

SECTION 3. For the five (5) holidays of New Year's Day, Easter, the Fourth of July and Thanksgiving, the City shall pay those officers who work on those days payment of one and one-half (1 ½) times their normal salary, and two (2) times their normal salary for those officers who work on Christmas Day.

SECTION 4. The City shall allow each officer to use up to three (3) of their paid holidays in one-half (1/2) day increments.

SECTION 5. The City will allow any officer to be paid up to 12 accrued holidays at the time of retirement.

SECTION 6. All officers must use any accrued holiday time off within four (4) years of the date on which that time was accrued. In the case of an unforeseen event, including but not limited to, a natural disaster or prolonged labor strike, which causes a period of thirty (30) days or more during which police officers are not allowed to take time off, the above mentioned four (4) year period shall be extended by that time period during which officers were not permitted to take time off.

SECTION 7. Holiday time off can be taken by officers in hourly increments, subject to the normal rules and procedures for taking holiday time off.

ARTICLE XII – PERSONAL LEAVE DAYS

Effective on and retroactive to January 1, 1983, all employees shall be entitled to a total of six (6) personal leave days each year, non accumulative, to be used whenever and as needed. Effective upon ratification and execution of the 2003 – 2005 agreement, except in cases of a statutory emergency, a per shift maximum of one (1) command level supervisor, one (1) supervisor who is a Sergeant and four (4) patrol officers shall have the opportunity for personal leave provided that the leave is requested seven (7) days in advance. In considering requests for personal leave, consideration shall be given to seniority and the order the requests are received. If the request for personal leave is provided at least seven (7) days in advance and the number of persons granted leave for that shift does not exceed one (1) command level
supervisor, one (1) supervisor who is a Sergeant and four (4) patrol officers, such leave shall be granted and not otherwise denied or cancelled except for statutory emergencies. Personal Leave Days may be taken in one half (1/2) day increments, and such Leave shall be without loss of pay and shall not be deducted from vacation or any other Leave benefits.

If the granting of personal leave as stated hereinabove creates staffing problems or shortages at the supervisory or command levels, the City and Union agree to renegotiate this section to resolve any such issues.

**ARTICLE XIII – VACATIONS**

**SECTION 1.** (a) Effective and retroactive to January 1, 2013, all employees covered by this Agreement shall be entitled to the following vacation periods:

<table>
<thead>
<tr>
<th>VACATION SCHEDULE</th>
<th>YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eleven (11) days</td>
<td>1</td>
</tr>
<tr>
<td>Thirteen (13) days</td>
<td>(3) 2</td>
</tr>
<tr>
<td>Sixteen (16) days</td>
<td>5</td>
</tr>
<tr>
<td>Seventeen (17) days</td>
<td>6</td>
</tr>
<tr>
<td>Eighteen (18) days</td>
<td>8</td>
</tr>
<tr>
<td>Twenty (20) days</td>
<td>10</td>
</tr>
<tr>
<td>Twenty-one (21) days</td>
<td>12</td>
</tr>
<tr>
<td>Twenty-three (23) days</td>
<td>14</td>
</tr>
<tr>
<td>Twenty-four (24) days</td>
<td>15</td>
</tr>
<tr>
<td>Twenty-nine (29) days</td>
<td>20</td>
</tr>
</tbody>
</table>

(b) Each employee shall be allowed to carry no more than five (5) vacation days into the next calendar year until the 20th year of service, which at that time, the employee shall be allowed to carry ten (10) days into the next calendar year.

(c) Upon voluntary termination of employment, an employee must have at least nine (9) months of compensable time from his/her anniversary date to be eligible for the full vacation period. If he/she has less than (9) months of compensable time, but more than six (6) months, then he/she shall be entitled to one-half (1/2) of the vacation scheduled. If he/she has less than six (6) months but more than three (3) months, he/she shall be entitled to one-fourth (1/4) of the vacation scheduled. If he/she has less than three (3) months,
he/she shall not be entitled to any vacation time. Upon retirement, an employee will be entitled to his/her full vacation schedule irrespective of the date of retirement or he/she can collect each cash payment for any unused leave credit.

**ARTICLE XIV – FUNERAL LEAVE**

In the event of a death in the family of any employee or in the family of the present spouse or live-in domestic partner (including same sex partner/spouse) of the employee including parents, grandparents, children, sisters, brothers, and/or guardian, step-children, grandchildren, step-parents, aunt and uncle; the employee shall be granted up to three (3) days leave of absence. Said funeral leave shall commence with the employee's next scheduled shift of duty after the request for leave is made, and shall terminate no later than the end of said employee's next scheduled shift after the funeral. Payment for such leave is on scheduled work days only.

**ARTICLE XV – COLLEGE INCENTIVE**

The City agrees to pay, in addition to other compensation, a college incentive premium of two hundred dollars ($200.00) to any officers completing one-half (1/2) of the accreditation of an Associate Degree. The City agrees to pay, in addition to other compensation, the following incentives for completing the corresponding degree in a law enforcement related field such as Criminal Justice, Forensics, Cyber Security or Criminology:

<table>
<thead>
<tr>
<th>DEGREE</th>
<th>INCENTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate’s Degree</td>
<td>$500.00</td>
</tr>
<tr>
<td>Bachelor Degree</td>
<td>$750.00</td>
</tr>
<tr>
<td>Master’s Degree</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

Officers are only eligible to receive one incentive payment per year, at the level of their highest degree earned. All terms, conditions and payments to the securing of college credits above mentioned, shall be covered by an appropriate Resolution of the Board of Estimate and Contract as heretofore entered.
ARTICLE XVI – FAMILY NEEDS LEAVE

Each employee will be allowed to use up to three (3) sick days annually for family illness. Family Sick Leave use will not impact the employee’s personal sick leave bank.

ARTICLE XVII – ASSIGNMENTS

It is further agreed that all job assignments shall be posted for seven (7) days prior to making such assignments and all officers eligible shall be allowed to bid said job. In filling such jobs, seniority and qualifications shall be considered. Specifications shall be drawn up by the Chief of Police for all assignments within the Police Department.

The selection process and duration for Training Assignment in the Detective Division is at the discretion of the Chief of Police or his designee. If a person selected who is not on the current eligible civil service list for Detective, then the duration should not exceed three (3) months. If a person selected appears anywhere on the active list for Detective, then the duration shall not exceed six (6) months, and if the person selected is in the top three on the eligible list for Detective, then the duration shall not exceed one (1) year.

ARTICLE XVIII – VACANCIES

All ranks presently carried on the ‘department roster of ranks’ shall be filled and at the grade presently established. All promotional vacancies shall be filled within forty-five (45) days after the position becomes open, provided there is an appropriate eligibility list available.

ARTICLE XIX – HOURS OF WORK

The work week of the Police Department shall be forty (40) hours per week. The regular work day and work shift shall be scheduled by the Department.

ARTICLE XX – OVERTIME
Any police officer working in excess of eight (8) hours on any one (1) tour of duty (court time excluded) shall be compensated for all additional time at one and one-half (1 ½) times his/her regular hourly rate. Any time an employee works beyond his/her normal tour of duty, he/she shall be compensated for the time spent to the nearest one-half (1/2) hour, or the employee may be compensated in equivalent compensatory time at the discretion of the employee. The term “regular hourly rate” shall not include shift differential or any other premium.

Effective January 1, 2007, and for the limited purpose of determining whether an officer is entitled to overtime for having "worked" more than forty (40) hours in a work week, neither sick-time, nor family sick-time shall count as time worked. For all other purposes and in every other instance, sick-time and family sick-time shall continue to count as time worked. However, in situations when a member is ordered back to work during a week in which he is on sick or family-sick time by an appropriate officer or supervisor of the Rome Police Department, hereinafter "Involuntary Overtime", said member shall be paid at one and one-half (1 ½) times his/her normal rate for the period of said "Involuntary Overtime". Any overtime the member voluntarily agrees to or requests, hereinafter "Voluntary Overtime", shall be paid at straight-time until the required time for overtime, as otherwise set forth at Article XX of the CBA, is met. For purposes of this provision, "Involuntary Overtime" shall not include court appearances mandated by a subpoena issued by an attorney, unless the subpoena is from an attorney affiliated with the City of Rome Corporation Counsel's Office.

ARTICLE XXI – RECALL TIME

An employee who has left the premises and is called back to work after completing his/her regular tour of duty shall receive a minimum of four (4) hours pay at the rate of one and one-half (1 ½) his/her regular hourly rate. An employee who works beyond the four (4) hour minimum, shall be compensated to the nearest one-half (1/2) hour over and above this minimum of four (4) hours, at time and one-half.

ARTICLE XXII – COURT TIME AND HEARING PAY

(a) Police officers scheduled to appear in court or any other legally constituted hearing, resulting from their actions as a police officer, when not on a scheduled tour of duty shall receive time and one-half for each hour so spent, at his/her regular hourly rate. Time to be computed to the nearest
one-half (1/2) hour. Four (4) hours will be the minimum time granted for court time for any court or hearing appearances defined in this Article. Court time is not to be construed as ‘call back’ time. The term “regularly hourly rate” shall not include shift differential or any other premium. Court time shall include: City Court, Supreme Court, Motor Vehicle hearings, and Grand Jury. The provisions contained in this Article shall not include any hearing or court appearance where the employee is a defendant due to his or her own misconduct.

(b) Retirees scheduled to appear in court or any other legally constituted hearing, resulting from their actions as a police officer, shall receive straight time for each hour spent at their regular hourly rate. Time shall be computed to the nearest one-half (1/2) hour. Court time is not to be construed as “call back” time. The term “regular hourly rate” shall not include shift differential or any other premium. Court time shall include: City Court, Supreme Court, Motor Vehicle hearings and Grand Jury. The provisions contained in this Article shall not include any hearing or court appearance where the employee is a defendant due to his or her own misconduct.

**ARTICLE XXIII – UNIFORMS**

**SECTION 1.** The authorized uniform and equipment for the Rome City Police Department shall be designated by the Chief of Police and as stipulated in the “Book of Rules” and/or amendments thereto. The following list comprises the present allowances for a one-time issue when an officer is appointed.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-season jacket</td>
<td>1 each</td>
</tr>
<tr>
<td>Police cap (Air Force style)</td>
<td>1 each</td>
</tr>
<tr>
<td>Raincoat (reversible black/orange)</td>
<td>1 each</td>
</tr>
<tr>
<td>Shirt (dk/blue long sleeve)</td>
<td>3 each</td>
</tr>
<tr>
<td>Shirt (white –long sleeves-captains)</td>
<td>3 each</td>
</tr>
<tr>
<td>Shirt (dk/blue short sleeve)</td>
<td>3 each</td>
</tr>
<tr>
<td>Shirt (white short sleeves – captains)</td>
<td>3 each</td>
</tr>
<tr>
<td>Tie bar (silver for patrol, gold for officers/City of Rome State Seal)</td>
<td>1 each</td>
</tr>
<tr>
<td>Black Garrison Belt</td>
<td>1 each</td>
</tr>
<tr>
<td>Trousers</td>
<td>3 each</td>
</tr>
<tr>
<td>Cap (winter knit)</td>
<td>1 each</td>
</tr>
<tr>
<td>Tie (black)</td>
<td>2 each</td>
</tr>
</tbody>
</table>
Also included for a one-time issue when an officer is appointed or promoted are the following articles:

- Gun (ammunition as needed)
- Handcuffs
- Baton
- Holster
- Shield (breast & hat badge)
- Braids, insignias, chevrons, medals and collar brass
- One belt

Any other uniform item approved for purchase and wear by the Chief of Police.

The one time above list articles must be returned to the department by each member upon leaving the force, and if lost or damaged without proper excuse, the employee to whom issued shall replace or repair at his/her own cost.

SECTION 2. The employer shall provide at no cost to the employee, all uniforms and equipment as mentioned in Section 1.

SECTION 3. Newly appointed patrolmen shall receive complete uniform and equipment at the time of appointment and such uniform and/or equipment shall conform to the latest uniform specifications as adopted by the City through its purchasing agent.

SECTION 4. Uniform specifications (weight, materials, color, shade, etc.) will be as outlined and controlled by the City purchasing agent. Uniform items shall be purchased from vendors designated by the City Purchasing Agent.

SECTION 5. In accordance with the agreements set forth by the bargaining agents to this contract, the following will prevail with regard to implementation and standardization of all police uniforms:

(a) The Chief of Police will designate one (1) officer who will be responsible for the control and issue of police uniforms and/or equipment. Such controls will be carefully scrutinized so that excess allowances or purchases will not be realized. A spreadsheet or database for each officer in the department will be maintained to show his/her initial and subsequent issues. This spreadsheet or database may be reviewed by the City purchasing agent at his/her request.

(b) All employees are required to maintain their uniforms and equipment in a neat and clean manner at all times. Directives by superior officers to repair or clean uniform items shall be obeyed at the earliest practicable convenience.
(c) Newly promoted, transferred or re-assigned officers shall be supplied by the City at the City’s expense, with all additional clothing and/or equipment required in connection with their position.

(d) Uniforms shall be replaced when they become shiny, worn, frayed, damaged, or the uniform pants fail to hold a crease.

SECTION 6. All officers assigned to SRT, Mountain Bike patrol, ATV patrol and training shall be issued summer ball caps and, when authorized by the Chief of Police, shall be permitted to wear same.

ARTICLE XXIV – CLOTHING ALLOWANCE

The City agrees to pay to each detective and each juvenile aid officer a clothing allowance of six hundred fifty dollars ($650.00) per year, payable as close to the 1st of the year as possible.

ARTICLE XXV – CLEANING AND MAINTENANCE ALLOWANCE

Effective January 1, 1999, the parties acknowledge that the cleaning allowance compensates employees for expenses incurred in the preceding year. If an employee did not work portions of the preceding year due to sickness and/or injury, the City will reduce his/her cleaning allowance on a prorated basis as follows: The City will reduce the cleaning allowance by one-twelfth (1/12) for each block of twenty-two (22) working days, whether consecutive or not, during which the employee was out of work due to sickness or injury.

Effective January 1, 2018, the said cleaning and maintenance allowance shall be Five Hundred Dollars ($500.00), per year.

ARTICLE XXVI – EMPLOYEE RIGHTS

The wide ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. If a member of the force is a suspect or the target of a criminal investigation, any inquiries and/or investigations relative to a member’s conduct and/or actions
will be conducted in a manner so as not to deprive him/her of his/her legal rights pursuant to current federal, state or local law, rule, ordinance or charter.

The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the member of the allegation should be provided. If it is known that the member of the force is being interrogated as a witness only, he/she should be so informed at the initial conference.

ARTICLE XXVII – GRIEVANCE PROCEDURES

SECTION 1.

(a) When a member, or the Association collectively, has a grievance against the City, it shall be processed in accordance with the grievance procedure hereinafter provided.

(b) The parties shall make a sincere and determined effort to settle meritorious grievances in the voluntary steps of the grievance procedure and to keep the procedure free of unmeritorious grievances.

(c) Any grievance that either is not processed at a reasonable time or is disposed of in accordance with this grievance procedure, shall be considered settled and said settlement shall be final and binding upon the City, the member or members involved, the Association and its members.

(d) Except with respect to the right to present an individual grievance as expressly set forth in this Article, the Association shall, in a redress of grievances, be the exclusive representative of the interest of each member or group of members covered by this agreement, and only the Association shall have the right to assert and press against the City any such grievance.

SECTION 2.

(a) A member believing he/she has cause for grievance may, at his/her option, discuss the matter directly with his/her immediate supervisor or may take it up with his/her Association representative, who shall discuss the grievance with the member's immediate supervisor. Recognizing the value and importance of full discussion in clearing up misunderstandings
and preserving harmonious relations, every reasonable effort shall be made to settle problems through discussion.

(b) If the matter is not disposed of in this discussion with the supervisor within forty-eight (48) hours, the grievance shall be reduced to writing by the grievant and shall set forth all of the facts relied on and be presented to the Chief of Police.

(c) The Chief of Police's disposition shall be in writing setting forth in detail all the facts relied upon in support of his/her disposition, and shall be made as expeditiously as possible consistent with proper investigation, but in no event more than fourteen (14) working days from the time of written presentation, and shall be returned by the Chief of Police to the Association representative and grievant who presented it.

(d) If a satisfactory disposition is not returned by the Chief of Police, the grievant or grievants shall prepare a written report setting forth the complete investigation of the facts in rebuttal of the Chief of Police's statement of facts in disposition and shall refer this report with the grievance in writing to the Association, which, if it considers the grievance to be well founded, may carry it to the second stage.

SECTION 3.

(a) Within five (5) days, exclusive of Saturday and Sunday, of the transmittal of the written answer of the Chief of Police, the Association may submit the dispute to the New York State Public Employment Relations Board Voluntary Disputes Resolution Procedure for final and binding arbitration. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He/She shall have no right to add to or subtract from the Agreement. There shall be no limit as to the subject matter in the grievance.

(b) Failure to process the grievance within the time limits established in the preceding sections presumes that it has been satisfactorily resolved at the first step to which it has been properly processed. Failure on the part of the Association or the grievant to proceed with the grievance within the limits established in the preceding sections, presumes that the grievance or complaint is settled and that the satisfaction requested will be provided.

(c) The time limits specified in the preceding sections may be extended by agreement of both parties.
ARTICLE XXVIII – EMPLOYEE RIGHTS – DISCIPLINARY PROCEDURES – FINAL AND BINDING ARBITRATIONS

A: The wide ranging powers and duties given to the Police Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of members of the force. These questions may require investigation by superior officers designated by the Chief of Police and/or the Mayor in connection with disciplinary proceedings regarding conduct unbecoming to an officer. In an effort to insure these investigations be conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted concerning disciplinary proceedings regarding conduct unbecoming an officer:

1. Interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the emergencies of the charge dictate otherwise.

2. Interrogation shall take place at a location designated by the Chief of Police or the Mayor.

3. The member of the force shall be informed of the nature of the investigation before any interrogation is commenced, including the name(s) of the complainant. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he/she should be so informed at the initial conference.

4. The member of the force shall not be subject to any offensive language nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

5. If a member of the force is under arrest or likely to be, that is if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current provisions of any relevant federal, state or local law, rule ordinance or charter.

6. In all cases and at every stage of these proceedings regarding any disciplinary proceeding including concerning conduct unbecoming an officer, in the interest of maintaining the usual high morale of the force, the department must provide the
B: PROCEDURE FOR REMOVAL AND OTHER DISCIPLINARY ACTION, IN LIEU OF SECTION 75 OF THE CIVIL SERVICE LAW.

The Union and the City agree to the following language to govern removal and other disciplinary action, in lieu of the procedures set forth in Civil Service Law Section 75. The following language shall only be effective during the term of the January 1, 2003 until December 31, 2005 agreement and shall expire upon the ratification or imposition of a successor agreement.

SECTION 1. REMOVAL AND OTHER DISCIPLINARY ACTION

(A) A police officer shall not be removed or otherwise subject to any disciplinary penalty except for incompetency or misconduct, pursuant to the procedures set forth herein below.

(B) This procedure is intended to be in lieu of the language of Section 75 of the Civil Service Law.

(C) The term “police officer”, as used herein, is a person as described by Section 1.20 (34) of the Criminal Procedure Law, who

   (i) Has met criteria and qualifications to perform police officer duties, as set by the New York State Department of Criminal Justice Services and the Civil Service Commission of the City of Rome; and

   (ii) Is a paid member of the Police Department;

SECTION 2. PROCEDURE

(A) A police officer against whom removal or disciplinary charges are proposed shall have written notice thereof and the reasons thereof, shall be furnished a copy of the charges against him/her and shall have eight (8) calendar days from the date of receipt of the charges to answer the same in writing. A hearing on the charges shall be held before an arbitrator, pursuant to the rules of the Public Employment
Relations Board. The City and the Union shall annually agree on a closed arbitration panel. The arbitrator shall make a record of the hearing. The burden of proving incompetency or misconduct shall be on the City. The determination of the arbitrator shall be final and binding on the City, the police officer and the union, and shall be reviewable only pursuant to Article 75 of the New York State Civil Practice Law and Rules. The parties will divide the cost of the arbitration equally.

(B) Upon execution of the 2006-2007 agreement and inasmuch as the parties have been unable to agree on whether Orangetown trumps the procedures set forth in "2(A)" above, until such time as the issue is resolved (either through negotiations, in arbitration or judicially), it is understood and agreed that discipline shall be imposed against a police officer against whom charges are pending by the Commissioner of Public Safety in accordance with Rome Charter Laws--Title A, Article X. Further, it is understood and agreed that, in the event the PBA successfully overturns and/or successfully modifies a final disciplinary determination of the Rome Commissioner of Public Safety, vis-à-vis an Article 78 appeal, the City will pay the reasonable costs, expenses and attorney fees actually incurred by the PBA, relating to said appeal.

SECTION 3. SUSPENSION DURING DETERMINATION OF CHARGES: PENALTIES.

(A) Pending the hearing by the arbitrator and the arbitrator’s written determination of the charges of incompetency or misconduct, the police officer against whom said charges have been preferred may be suspended without pay.

(B) If said police officer is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine which can be deducted from the salary or wages of said police officer, demotion in grade or title, and/or dismissal from service.

SECTION 4. TIME PERIODS.

Notwithstanding any other provision of law, no removal or disciplinary proceeding shall be commenced more than eighteen (18) months after the City knew or reasonably could have known of the occurrence of alleged incompetency or misconduct complained of and described in the charges, provided, however, that such limitation shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.
ARTICLE XXIX – PUNITIVE DAMAGES

The City shall adopt New York State statutory language (i.e., General Municipal Law Section 50-J), governing protection of officers sued for punitive damages, retroactive to August 1, 1986.

ARTICLE XXX – CHECK OFF OF DUES

SECTION 1. Payroll deduction of Dues.

The employer agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the Treasurer of the Local Association from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each pay period, by the Employer to the Treasurer of the Association. This authorization shall remain in full force and effect during the term of this Agreement.

SECTION 2. Agency Shop

All employees not members of the Association shall become members or pay a service fee, in an amount equal to the Association dues, each pay period.

SECTION 3. Hold Harmless.

The Association shall indemnify the City and hold it harmless against any and all liabilities imposed against the City as a result of the City’s compliance with this article.

ARTICLE XXXI – TRAVEL AND MEAL ALLOWANCE

Effective upon execution of this agreement, the City agrees to pay the IRS rate for travel for use of an employees’ motor vehicle while on City business.

The City further agrees to continue to pay to each employee a meal allowance of up to ten dollars ($10.00), fifteen dollars ($15.00) and twenty five dollars ($25.00) for breakfast, lunch and dinner, respectively, while out of town overnight on City business.

Each employee, while on training out of town, shall be paid a fee of fifteen dollars ($15.00) for lunch. While a receipt therefor shall not be required, an employee’s attendance there at must be verified by the Chief of Police or his designee.
New trainees, outside of the City boundaries, working the hours of 4:00 p.m. through 8:00 p.m.,
shall be reimbursed up to an amount of twenty-five dollars ($25.00) for dinners.

**ARTICLE XXXII – MISCELLANEOUS AGREEMENTS**

**SECTION 1.** Employees shall be assigned to any and all special schools for police personnel on a fair and impartial basis. Attendance to be based on need and qualification.

**SECTION 2.** In the event that in the line of duty, an employee suffers the loss of personal property (i.e.: eyeglasses, lenses, dentures or similar prosthetic devices, and/or other items of wear and apparel) and/or the damage of same property, the City agrees to replace at no cost to the employee the value of said property, and the same shall be reimbursed by the City of Rome only if the employee is not reimbursed by possible defendants in action or by a third party, the same to include insurance, etc. The burden of proof shall rest with the employee to prove such loss or damage.

**SECTION 3.** Regular time off shall be scheduled in accordance with seniority provisions, except for regular time off in the traffic division of the Rome Police Department. As to scheduling time off in the traffic division of the Rome Police Department, this shall be on a rotational basis in accordance with past practice. No change shall be caused to be made on the mark-off board, once the board becomes effective, unless a bona fide emergency occurs or with the consent of the employee.

**SECTION 4.** Police officers shall be required to attend such training as the City shall deem appropriate. The City shall endeavor to schedule such training during regularly scheduled tours of duty, or if that be impractical, such training shall be scheduled either immediately preceding or subsequent thereto, and in all cases, contiguous therewith. All such contiguous training shall be paid for at time and one-half, except the first sixteen (16) hours thereof shall be compensated at straight time.

In those limited situations when training cannot be scheduled contiguously (e.g., guest speakers), the City shall have the right to schedule training non-contiguous.

In the event that either party deems the above language to be burdensome, said party shall have the right to re-open negotiations to discuss same.
SECTION 5. A Police Officer subpoenaed for jury duty will not be required to use his/her accumulated time off for jury duty. Said officer shall receive his/her regular rate of pay, less the amount of any sums other than mileage received as a jury fee. If an employee is subpoenaed for jury duty for a date and time that he/she is scheduled to work but is excused or does not have to appear on a certain day, the employee will be required to work during that period of time.

ARTICLE XXXIII – PATROLMAN GRADE STEPS

Effective January 1, 2012, the aforesaid patrolman grade steps shall be as follows:

- Five (5) to nine (9) years: Five Hundred dollars ($500.00)
- Ten (10) to fourteen (14) years: Nine Hundred dollars ($900.00)
- Fifteen (15) years and over: One Thousand, Four Hundred dollars ($1,400.00)

ARTICLE XXXIV – FTO TRAINING TIME

Effective October 30, 2008, any employee assigned to the training of a recruit shall be entitled to 2 hours per day of FTO training time which will be held in a separate bank from any other compensatory time. Said time has no cash value and can only be taken as “leave” time in any amount the employee so chooses. The employee may also utilize said FTO training time in week (40 hrs) blocks with all of same criteria set forth as vacation time relating to seniority and by noting same on his/her time off slip, if the employee has that amount of time in his/her FTO bank. All FTO training time will cease to have any value when employment ends for any reason (retirement; termination; transfer; etc.).

ARTICLE XXXV – RETIREMENT INCENTIVE BONUS

In addition to the following amounts in the Tier II schedule, a one-time retirement incentive for any employee eligible to be retired in the NYS Police and Fire Retirement System-regardless of their years of service, which said incentive shall be comprised as follows:

1. Any employee availing him or herself will be eligible for a Ten Thousand Dollars ($10,000.00) lump sum payment; AND
2. the employee can sell back any unused sick time at $40.00 per day after the 100 day donation (if applicable) anytime after completing their twentieth year, up to a maximum payment of Five Thousand Dollars ($5,000.00).

The parties expressly agree and acknowledge that the total amount of the 2 above payments shall not exceed Fifteen Thousand Dollars ($15,000.00). The parties agree that the Ten Thousand Dollar ($10,000) retirement incentive component will expire on December 31, 2014. The parties further agree that the right of the employee to sell-back sick time after their 20th year of service, as set forth in this provision, shall expire on December 31, 2014. Nothing in this provision shall be construed or interpreted to sunset or terminate the right of an employee under Article VIII(G)(8) of this Agreement.

Tier II: Twenty (20) years - Three Thousand Dollars ($3,000.00)
Twenty-one (21) years - Two Thousand Dollars ($2,000.00)
Twenty-two (22) years - One Thousand Dollars ($1,000.00)

In their retirement year, retirees and disability retirees shall be entitled to be paid for all unused vacation time plus their ten (10) day carry over, all unused personal leave days, and all unused accrued holidays.

**ARTICLE XXXVI – DENTAL/OPTICAL**

Effective January 1, 1985, the City at its own cost and expense shall pay for, provide and implement the City wide dental/optical program, with the one hundred dollar ($100.00) deductible.

**ARTICLE XXXVII – PCNY GROUP LEGAL PLAN**

Deleted

**ARTICLE XXXVIII – JOB RELATED INJURIES/TREATMENT**

The Union and the City agree to the following language to govern officers injured in the line-of-duty that will impose obligations and responsibilities on each party to this agreement and further agree to utilize the following process to evaluate on-the-job injuries, medical treatment and costs.

**PROCEDURE FOR THE ADMINISTRATION OF SECTION 207-C OF THE GENERAL MUNICIPAL LAW FOR THE**
POLICE DEPARTMENT OF THE CITY OF ROME.

SECTION 1. INTENT.

(A) In order to insure that determinations arising by virtue of the administration of the provisions of Section 207-c of the General Municipal Law satisfy the interest of those potentially eligible for the benefit, the City of Rome and the public, the following procedures shall be utilized to make the determinations in regards to benefits authorized by Section 207-c.

(B) This procedure is intended to be a supplement to the express language of Section 207-c of the General Municipal Law and is not intended to reduce any benefits or requirements pursuant to Section 207-c of the General Municipal Law.

(C) The term "police officer", as used herein, is a person as described by Section 1.20(34) of the Criminal Procedure Law, who

   i. Has met criteria and qualifications to perform police officer duties, as set by the New York State Department of Criminal Justice Services and the Civil Service Commission of the City of Rome; and

   ii. Is a paid member of the Police Department.

SECTION 2. NOTICE OF DISABILITY OR NEED FOR MEDICAL OR HOSPITAL TREATMENT.

(A) A police officer who has been injured in the performance of duty or who has taken ill as a result of the performance of duty, either because of a new injury or illness or the recurrence of a prior injury or illness, shall make written notification to his/her Commander, pursuant to police department policy and to any directives relating to the reporting of such injury.

(B) A police officer who claims a right to benefits under Section 207-c of the General Municipal Law, either because of a new illness or injury or the recurrence of a prior illness or injury, shall make written notice and appreciation for those benefits to the Chief or his/her designee, within thirty (30) days of when the police officer reasonably should have known that the illness or injury would give rise to a claim. Said application shall include a statement setting forth the incident causing the illness or injury, the nature of the illness or injury and the extent of disability.

(C) The police officer shall provide authorization for the City to obtain copies of his/her relevant medical records from his/her treating physician or other health care provider and the City will provide the police officer, without cost, and within five (5) work days of receipt of
same, a copy of the records and reports produced by any physicians or other experts who examined the police officer on behalf of the City. It is expressly understood that City shall be entitled to medical records relevant to the injury and illness that is the basis of the claim for 207-c benefits.

(D) Failure to satisfy the time limits specified herein above preclude the award of benefits pursuant to General Municipal Law 207-c. For good cause shown, the above time limits may be extended by the City.

SECTION 3. STATUS PENDING DETERMINATION OF ELIGIBILITY FOR BENEFITS.

(A) The police officer shall be placed on sick leave pending determination of his/her eligibility for Section 207-c benefits.

(B) In the event that it is determined that the police officer is entitled to Section 207-c benefits, the City shall credit back to him/her all sick leave which he/she expended prior to the determination.

(C) In the event that it is determined that the police officer is not entitled to Section 207-c benefits, he/she will be permitted to use sick leave provided he/she remains medically unable to perform the duties of his/her position and provided that he/she has not been assigned modified duty pursuant to the collective bargaining agreement.

SECTION 4. BENEFIT DETERMINATION.

(A) The City shall promptly review a police officer’s application for Section 207-c benefits and shall determine his/her eligibility within sixty (60) calendar days after the City receives the application. For good cause shown, the above time limits may be extended by the City.

(B) In determining the application, the City may require a more detailed statement from the police officer than that contained on the application. The City may take statements from the witnesses and may send the police officer to a physician or physicians of its choice for examination at the City’s expense. The police officer shall have the right to have his/her attorney or other individual of his/her choosing to attend such medical exam with said officer.

(C) The determination of the City will be made in writing to the police officer, setting forth the basis for the determination. In the event that the application is denied, the City will
simultaneously provide the police officer, without cost, a copy of all medical information produced or acquired by it, in connection with the police officer’s application and determination for Section 207-c benefits. The City will also provide the officer with any other relevant information or documents in its possession or control that pertains to the officer’s claim for Section 207-c benefits and the City’s investigation of same, except that information that is deemed privileged. The City will continue to provide the police officer with additional medical and other information subsequently acquired.

SECTION 5. ASSIGNMENT TO LIGHT DUTY.

(A) As authorized by the provisions of Subdivision 3 of Section 207-c, the Department, acting through the Chief, or the Chief’s designee, may assign a disabled police officer specified light duties, consistent with his/her status as a police officer. The Chief, or the Chief’s designee, prior to making a light duty assignment, shall advise the police officer receiving the benefits under Section 207-c that his/her ability to perform light duty assignment is being reviewed and will further provide the officer with the specified types of light duty he/she may be asked to perform. Such a police officer may submit to the Chief, or the Chief’s designee, any medical document or evidence in regard to the extent of his/her disability.

(B) The Chief, or the Chief’s designee, may cause a medical examination or examinations of the police officer to be made at the expense of the employer. The physician shall be selected by the City of Rome. The physician shall be provided with the list of types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the disabled police officer to perform certain duties or activities, given the nature and extent of the disability.

(C) Upon review of the medical assessment of the police officer’s ability to perform a proposed light duty assignment and other pertinent information, the Chief, or the Chief’s designee, may make a light duty assignment consistent with medical opinion and such information as he or she may possess.

(D) A police officer ordered to light duty shall either comply with the order or face loss of benefits of Section 207-c, following a hearing pursuant to Section 7 of this procedure with regard to the police officer’s physical ability to perform the light duty assignment.
(E) It is understood that assignment to light duty is in the nature of a “make work” assignment and that a police officer so assigned does not have any entitlement to a continued light duty assignment for an indefinite duration of time.

(F) A police officer assigned to light duty may be temporarily reassigned from one shift to another in order to accommodate the needs of the Department. If more than one police officer is in a light duty assignment on the same shift, seniority will prevail in determining which police officer will move to another shift. A reassigned police officer will not forfeit his/her previously chosen vacation days. A police officer assigned to light duty may be reassigned to a Monday through Friday work week, with hours per day to be determined by the City’s physician.

(G) Nothing contained herein shall require the City of Rome or its police department to create light duty assignments.

SECTION 6. TERMINATION OF BENEFITS.

(A) The full amount of regular salary or wages as provided by Section 207-c(1) of the General Municipal Law shall terminate upon the officer being retired upon attaining the mandatory service retirement age applicable to the officer, or receiving an accidental disability retirement or a performance of duty disability retirement, as set forth in the Retirement and Social Security Law. If the officer retires pursuant to the terms herein described, the officer shall thereafter, in addition to any retirement allowance or pension to which the officer is then entitled, continue to be entitled to medical treatment and hospital care necessitated by reason of such injury or illness.

(B) If the City believes that the officer is medically able to return to work, the City may send the police officer to a physician or physicians of its choice for examination at the City’s expense. Upon the certification of the police officer’s treating physician or of the City’s physician who has examined the police officer that said officer is medically able to return to work, the City will give written notification to the officer that it intends to discontinue benefits based thereon. The City will not terminate benefits without the consent of the officer or upon a determination pursuant to Section 7. In the event that the City believes that the benefit should terminate and the police officer does not consent, or his physician does not certify that he is able to return to work, the City may utilize the provisions of
Section 7 in order to receive a determination from the arbitrator regarding the police officer’s continued eligibility for benefits. Said determination will be retroactive to the date of the City’s notification.

SECTION 7. DISPUTE RESOLUTION PROCEDURE.

In the event that the City denies an application for Section 207-c benefits, seeks to enforce a discontinuance of 207-c benefits, or there is a dispute about whether a police officer is capable of performing a specific light duty assignment, the matter will be submitted directly to arbitration pursuant to the rules of the Public Employment Relations Board. The City and the Union shall annually agree on a closed arbitration panel. The arbitrator will review and determine whether the City’s decision was supported by substantial evidence. The arbitrator shall make a record of the hearing. The determination of the arbitrator shall be final and binding on the City and the police officer, and shall be reviewable only pursuant to Article 75 of the New York State Civil Practice Law and Rules, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The parties will divide the cost of the arbitrations equally.

SECTION 8. DISABILITY RETIREMENT.

Consistent with Section 207-c, the City may file an application on the police officer’s behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick police officer who shall refuse to permit a medical inspection in connection with such an application for accidental disability retirement or performance of duty disability retirement shall be deemed to have waived his/her rights under Section 207-c with respect to expenses for medical treatment or hospital care or salary or wages payable after such refusal.

SECTION 9. CONTINUATION OF CONTRACT BENEFITS.

While on leave pursuant to Section 207-c, for a period of six (6) months or less, a police officer shall continue to accrue all economic fringe benefits by the Collective Bargaining Agreement. After six (6) months in any calendar year or continuous period of time, the police officer receiving 207-c benefits shall be entitled only to the payment of salary, including increases and longevity, and any contractually mandated health insurance benefits. All other benefits will be forfeited.
SECTION 10. OUTSIDE EMPLOYMENT.

If, as a result of an investigation, the Chief determines that a police officer receiving benefits pursuant to 207-c has engaged in paid outside employment, the Chief shall provide written notice of such determination and may demand payment of benefits to be reimbursed. The police officer may appeal the determination pursuant to Section 7 herein. The arbitrator shall have the authority to determine the amount of benefits to be reimbursed, if any, and direct the manner in which such reimbursement shall be made. The City, upon request, must be provided with a W-2 form or tax returns or any other relevant proof. Outside employment shall include any self-employment and any Rome Police Department volunteer overtime.

ARTICLE XXXIX – FLEX TIME FOR DETECTIVES/JUVENILE OFFICERS/ AND IDENTIFICATION PERSONNEL

All Detectives, Juvenile Officers and Identification Personnel shall be permitted to work a flexible eight (8) hour shift, with one-half (1/2) hour off for lunch, so long as their respective office are stationed between the hours of 8:00 a.m. and 5:00 p.m.

ARTICLE XL – OUT OF GRADE/RANK/TITLE PAY

Any member of the bargaining unit who (a) is assigned to perform duties of a person of higher rank, grade or title, or (b) is assigned to a position otherwise staffed by a person of higher rank, grade or title, or (c) is assigned/designated or utilized as an Officer-In-Charge (per, i.e., General Order9s) #06-02 and/or #06-03), shall be paid at the higher rank, grade or title, hour-for-hour, for the duration of the assignment/designation.

If an officer is injured on the job, and as a result of said injury is assigned to an out of grade/out of title position, said assignment and the higher pay associated therewith shall be limited to a duration of six (6) months.

If an Officer is injured off the job, and as a result of said injury requests and is granted an out of grade/out of title reassignment, he/she shall not be entitled to higher pay associated therewith.
ARTICLE XLI – SICK/FAMILY SICK LEAVE INCENTIVE

Effective on and retroactive to January 1, 2013, members of bargaining unit who do not use more than two (2) days of sick leave in a quarter shall be entitled to one hundred twenty-five ($125.00) dollars for each such quarter. Maximum of five hundred ($500.00) dollars per year.

The City shall pay a one hundred dollar ($100.00) incentive per day to any officer who did not use said family sick leave days in that calendar year. The payment shall be made in January of the next calendar year.

ARTICLE XLII – SICK LEAVE

If an employee has missed three (3) consecutive days of work as result of illness or injury within a calendar year, or if an employee has missed ten (10) cumulative days of work as a result of illness or injury within a calendar year, the City shall have the following management rights:

- The City can require the employee to supply a doctor’s certificate from the employee’s doctor, if the employee was treated by a doctor. Medical documentation shall include a statement that the employee was unable to work with specific dates and a statement as to when the employee will be able to return to full police duty without restrictions.
- The City can require the employee to be examined by the City’s doctor, at the City’s expense.
- The City can require the employee to report for modified duty, if either the employee’s doctor or the City’s doctor determines that the employee is capable of performing modified duty.

Effective upon ratification and execution of the 2003 – 2005 agreement, the past practice of unlimited sick time shall be eliminated for all employees. Effective upon ratification and execution of the 2003 – 2005 agreement, all full-time employees shall be entitled to one and one half (1 ½) days of sick time per month. Active full time employees hired prior to the ratification and execution of the 2003 – 2005 agreement shall be entitled to such days of sick leave.
agreement shall be entitled retroactively to one and one half (1 ½) days of sick time per month for continued service time beginning with the month of their date of hire with the City of Rome Police Department.

**ARTICLE XLIII - CATASTROPHIC ILLNESS LEAVE BANK**

Effective upon the ratification and execution of the 2003 – 2005 agreement, there shall be established a Catastrophic Illness Leave Bank. The terms and conditions of said leave bank are attached to this Agreement as “Appendix A”, and are made a part hereof.

**ARTICLE XLIV - CANCER SCREENING LEAVE**

Effective upon the execution of the 2003 – 2005 Agreement, each employee shall be granted two (2) hours of paid special leave on a calendar year basis. Said special leave can be used solely for the employee to have a mammogram or other exam or screening designed to detect breast cancer or for the employee to have an exam or screening designed to detect prostate cancer. Said special leave shall be provided to an employee upon receipt of a written verification from the medical provider that said examination has occurred. Said special leave shall be in addition to any other paid or unpaid leave set forth in the collective bargaining agreement. If not used during any year, said special leave shall expire and not be accumulative.

**ARTICLE XLV - STAFFING**

The Chief of Police shall have the sole authority to set and post staffing for each work shift. Said staffing number shall set forth the staffing levels for on-duty officers for each watch/shift. The Chief shall have the authority to post a change in staffing levels at the start of each seven (7) week time-off board period. The Chief shall also have the authority to post a change in staffing levels any time based on a change in circumstances and without prior notice.

**ARTICLE XLVI - CONTRACT REOPENER**
If the City should extend its boundaries to incorporate part of the present outside district into the existing inside district, it agrees to allow the Union to re-open the labor agreement to negotiate the impact on the Union. This provision is for the duration of this Agreement only, and shall be governed as/bys the Sunshine Clause.

**ARTICLE XLVII—MATERNITY LEAVE**

Parties agree that, starting with the 2011-2015 Agreement, the City shall provide maternity leave for female and male employees, as more specifically set forth in and which is made a part of the Catastrophic Leave Policy, which said Policy is attached hereto and made a part hereof as Appendix “A”.

**ARTICLE XLVIII—DRUG AND ALCOHOL TESTING POLICY**

Effective upon the ratification and execution of the 2003 – 2005 agreement, there shall be established a Drug and Alcohol Testing Policy. The terms and conditions of said policy are attached to this Agreement as “Appendix B”, and are made a part hereof.

**ARTICLE XLIX—SAVINGS CLAUSE**

All conditions or provisions beneficial to officers by past practice, policy or procedure, now in effect which are not specifically provided for elsewhere in this Agreement, shall remain in effect for the duration of this agreement, unless mutually agreed otherwise between the City and the Association. Definition of past practices shall be limited to practices having occurred within the last five (5) years of the effective date of this Agreement. Any dispute or grievance as to such conditions or provisions shall be submitted to the grievance machinery as authorized by the City and the Association.

**ARTICLE XLX—SEPARABILITY**

This Agreement shall be governed by the Constitution, the Public Employees Fair Employment Act, other provisions of the Civil Service Law, the Judiciary Law, Resolutions, Ordinances and Local Laws of the Government not inconsistent with the Civil Service Law, the Judiciary Law, or this Agreement. Should any article, section, or portion of this Agreement be held unlawful, unenforceable or
unconstitutional, by any Court of this State or any other State or Federal jurisdiction or by any rulings of
the State Department, such decision shall only apply to the specific article, section or portion thereof and
that portion of the contract shall be deemed null and void, but the remaining provisions of said contract
shall remain in full force and effect.

ARTICLE XLXI – TERMINATION AND MODIFICATION

This agreement shall be retroactive to and effective as of the 1st day of January, 2011, and shall
remain in full force and effect until the 31st day of December, 2015. It shall be automatically renewed
from year to year unless thereafter either party shall notify the other in writing one hundred and eighty
(180) days prior to the termination date that it desires to modify this agreement. In the event that such
notice is given, negotiation shall begin at the earliest practical time prior to the expiration of said contract.
This agreement shall remain in full force and be effective during the period of negotiations and until
notice of termination of this agreement is provided to the other party in the manner set forth in the
following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to
the other party ten (10) days prior to the desired termination date, which shall not be before the
anniversary date set forth in the preceding paragraph.

ARTICLE XLXII – SECTION 104a CIVIL SERVICE LAW

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

- The rest of this page intentionally left blank. -
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of October 2018.

THE PHILIP S. MCDONALD POLICE BENEVOLENT ASSOCIATION, INC.

BY: _________________________________
   THOMAS J. FURLONG, PRESIDENT

THE CITY OF ROME, NEW YORK

BY: _________________________________
   JACQUELINE M. IZZO, MAYOR

PURSUANT TO TITLE A, SECTION 171 OF THE CITY OF ROME CHARTER LAWS, I HEREBY CERTIFY THAT THE CITY OFFICER WHO ENACTED THE SUBJECT CONTRACT ON BEHALF OF THE CITY OF ROME HAD AUTHORITY AND POWER TO SO ACT AND THAT SUCH CONTRACT IS IN PROPER FORM AND IS PROPERLY EXECUTED.

THE CITY OF ROME, NEW YORK

BY: _________________________________
   GERARD F. FEENEY
   CORPORATION COUNSEL
### Police Officer Wage Scale

**Period:** 2017 - 2020

<table>
<thead>
<tr>
<th>YEAR</th>
<th>STEP 0</th>
<th>ACAD</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
<th>STEP 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>43,630</td>
<td>32,721</td>
<td>45,154</td>
<td>46,685</td>
<td>49,476</td>
<td>52,449</td>
<td>60,858</td>
<td>62,782</td>
<td>64,695</td>
</tr>
<tr>
<td>2018</td>
<td>44,503</td>
<td>33,375</td>
<td>46,087</td>
<td>47,619</td>
<td>50,466</td>
<td>53,498</td>
<td>62,075</td>
<td>64,038</td>
<td>65,990</td>
</tr>
<tr>
<td>2019</td>
<td>45,393</td>
<td>34,043</td>
<td>46,978</td>
<td>48,571</td>
<td>51,475</td>
<td>54,568</td>
<td>63,317</td>
<td>65,319</td>
<td>67,310</td>
</tr>
<tr>
<td>2020</td>
<td>46,301</td>
<td>34,724</td>
<td>47,918</td>
<td>49,542</td>
<td>52,505</td>
<td>55,659</td>
<td>64,583</td>
<td>66,625</td>
<td>68,656</td>
</tr>
<tr>
<td>2021</td>
<td>47,227</td>
<td>35,418</td>
<td>48,876</td>
<td>50,533</td>
<td>53,555</td>
<td>56,772</td>
<td>65,878</td>
<td>67,958</td>
<td>70,029</td>
</tr>
</tbody>
</table>

**OT Rates:**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>STEP 0</th>
<th>ACAD</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
<th>STEP 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>1,705.11</td>
<td>1,278.73</td>
<td>1,764.65</td>
<td>1,824.48</td>
<td>1,933.55</td>
<td>2,049.72</td>
<td>2,378.34</td>
<td>2,453.57</td>
<td>2,528.34</td>
</tr>
<tr>
<td>2019</td>
<td>31.9709</td>
<td>23.9762</td>
<td>33.0872</td>
<td>34.2090</td>
<td>36.2540</td>
<td>38.4322</td>
<td>44.5939</td>
<td>46.0045</td>
<td>47.4064</td>
</tr>
<tr>
<td>2020</td>
<td>32.6096</td>
<td>24.4564</td>
<td>33.7489</td>
<td>34.8931</td>
<td>36.9791</td>
<td>39.2009</td>
<td>45.4865</td>
<td>46.9246</td>
<td>48.3552</td>
</tr>
<tr>
<td>2021</td>
<td>33.9277</td>
<td>25.4437</td>
<td>35.1214</td>
<td>36.3021</td>
<td>38.4738</td>
<td>40.7846</td>
<td>47.3263</td>
<td>48.8204</td>
<td>50.3080</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT YEAR</th>
<th>POLICE OFFICER PATROL GRADES</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIVE TO NINE YRS</td>
<td>TEN TO FOURTEEN YRS</td>
</tr>
<tr>
<td>12-'22</td>
<td>500</td>
</tr>
<tr>
<td>13-'23</td>
<td>0.24</td>
</tr>
<tr>
<td>14-'24</td>
<td>0.24</td>
</tr>
<tr>
<td>15-'25</td>
<td>0.24</td>
</tr>
<tr>
<td>16-'26</td>
<td>0.24</td>
</tr>
</tbody>
</table>

**LONGEVITY ART VII:**

- Increase Eff 01/01/18
- After 5 yrs = 950
- After 10 yrs = 1,150
- After 15 yrs = 1,300
- After 20 yrs = 1,500
<table>
<thead>
<tr>
<th></th>
<th>SGT</th>
<th>DET &amp; LT</th>
<th>DER</th>
<th>CAPTAIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>2.00%</td>
<td>73,250</td>
<td>77,648</td>
<td>79,688</td>
</tr>
<tr>
<td>2018</td>
<td>2.00%</td>
<td>74,715</td>
<td>79,201</td>
<td>81,282</td>
</tr>
<tr>
<td>2018 Hourly</td>
<td>35.7831</td>
<td>37.9315</td>
<td>38.9280</td>
<td>40.0605</td>
</tr>
<tr>
<td>2018 OT Rate</td>
<td>53.6747</td>
<td>56.8972</td>
<td>58.3920</td>
<td>60.0907</td>
</tr>
<tr>
<td>2018 bwkly</td>
<td>2,862.65</td>
<td>3,034.52</td>
<td>3,114.24</td>
<td>3,204.84</td>
</tr>
<tr>
<td>2019</td>
<td>2.00%</td>
<td>76,209</td>
<td>80,785</td>
<td>82,908</td>
</tr>
<tr>
<td>2019 Hourly</td>
<td>36.4983</td>
<td>38.6901</td>
<td>39.7071</td>
<td>40.8617</td>
</tr>
<tr>
<td>2019 OT Rate</td>
<td>54.7475</td>
<td>58.0352</td>
<td>59.5606</td>
<td>61.2925</td>
</tr>
<tr>
<td>2019 bwkly</td>
<td>2,919.87</td>
<td>3,095.21</td>
<td>3,176.57</td>
<td>3,268.94</td>
</tr>
<tr>
<td>2020</td>
<td>2.00%</td>
<td>77,733</td>
<td>82,401</td>
<td>84,566</td>
</tr>
<tr>
<td>2020 Hourly</td>
<td>37.2283</td>
<td>39.4639</td>
<td>40.5007</td>
<td>41.6785</td>
</tr>
<tr>
<td>2020 OT Rate</td>
<td>55.8424</td>
<td>59.1959</td>
<td>60.7511</td>
<td>62.5177</td>
</tr>
<tr>
<td>2020 bwkly</td>
<td>2,978.26</td>
<td>3,157.11</td>
<td>3,240.06</td>
<td>3,334.28</td>
</tr>
<tr>
<td>2021</td>
<td>2.00%</td>
<td>79,288</td>
<td>84,949</td>
<td>86,257</td>
</tr>
<tr>
<td>2021 Hourly</td>
<td>37.9733</td>
<td>40.2532</td>
<td>41.3107</td>
<td>42.5125</td>
</tr>
<tr>
<td>2021 OT Rate</td>
<td>56.9600</td>
<td>60.3798</td>
<td>61.9661</td>
<td>63.7688</td>
</tr>
<tr>
<td>2021 bwkly</td>
<td>3,037.87</td>
<td>3,220.25</td>
<td>3,304.86</td>
<td>3,401.00</td>
</tr>
<tr>
<td>2022</td>
<td>2.00%</td>
<td>80,874</td>
<td>85,730</td>
<td>87,982</td>
</tr>
<tr>
<td>2022 Hourly</td>
<td>38.7328</td>
<td>41.0582</td>
<td>42.1370</td>
<td>43.3628</td>
</tr>
<tr>
<td>2022 OT Rate</td>
<td>58.0992</td>
<td>61.5874</td>
<td>63.2054</td>
<td>65.0441</td>
</tr>
<tr>
<td>2022 bwkly</td>
<td>3,098.62</td>
<td>3,284.66</td>
<td>3,370.96</td>
<td>3,469.02</td>
</tr>
</tbody>
</table>

LONGEVITY ART VII PG 8; Increase Eff 01/01/18

<table>
<thead>
<tr>
<th></th>
<th>After 5 yrs</th>
<th>After 10 yrs</th>
<th>After 15 yrs</th>
<th>After 20 yrs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>950</td>
<td>1,150</td>
<td>1,300</td>
<td>1,500</td>
</tr>
<tr>
<td></td>
<td>was 800</td>
<td>was 1000</td>
<td>was 1150</td>
<td>was 1300</td>
</tr>
</tbody>
</table>
APPENDIX “B”

Drug and Alcohol Policy and Testing Plan

WHEREAS, the City of Rome (hereinafter the “City”), and the Philip S. McDonald Police Benevolent Association (hereinafter the “PBA”) recognize the importance of having a comprehensive Drug and Alcohol Testing policy and plan,

NOW, THEREFORE, the City and the PBA have joined together in establishing a Drug and Alcohol Policy and Testing Plan, and agree and stipulate as follows:

PURPOSE

The purpose of the Drug Policy and Testing Plan is to ensure:

(A) A work environment where not only the citizens of the City of Rome, but the Rome Police Department personnel, are free from the risk of personnel who may be using illegal drugs.

(B) The capability of all Rome Police Department personnel to perform their assigned duties at all times without being under the influence of drugs.

(C) That members of the Rome Police Department share in the responsibility and understanding that when members of this Department, who may be using illegal drugs at any time, he/she is a detriment to themselves, other members of this Department and to the citizens we are sworn to protect. It is the obligation of all members to insure the safety of all concerned by reporting such conduct.

(D) The understanding of the Rome Police Department personnel of the availability of the Employee Assistance Program in which, under confidentiality, they may request assistance and/or rehabilitation for drug use.
(E) That Police Department personnel are cognizant of the ramifications of the use of illegal drugs at any time.

(F) Any medical information learned as a result of this Policy that is not relevant to the purpose of this Policy may not be used by the City or the Department against the employee.
DEFINITIONS

COVERED EMPLOYEES: All employees of the Rome Police Department.

MEDICAL REVIEW OFFICER (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other biomedical information.

SUBSTANCE ABUSE PROFESSIONAL (SAP): A licensed physician (medical doctor of doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of controlled substances-related disorders.

DESIGNATED EMPLOYER REPRESENTATIVE (DER): An employer or individual(s) identified by the employer as able to receive communications and test results directly from medical review officers, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

ADULTERATED SPECIMEN: A urine specimen into which the employee has introduced a foreign substance.
DILUTE SPECIMEN: A urine specimen whose creatinine and specific gravity values are diminished by the employee through the introduction of fluid (usually water) into the specimen either directly or through excessive consumption of fluids.

SUBSTITUTED SPECIMEN: A specimen that has been submitted by the employee in place of his/her own urine.

BLOOD ALCOHOL CONCENTRATION (BAC): The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

EVIDENTIAL BREATH TESTING DEVICE (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTA) for the evidential testing of breath and placed on NHTA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

BREATH ALCOHOL TECHNICIAN (BAT): An individual who instructs and assists individuals in the Alcohol testing process and operates an EBT.

SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES (SAMHS): Formerly National Institute of Drug Abuse.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS):

EMPLOYEE ASSISTANCE PROGRAM (EAP)
(A) Personnel of the Rome Police Department have the availability of the Employee Assistance Program to seek assistance and/or rehabilitation in coping with problems of drug dependency and/or abuse.

(B) Personnel seeking assistance shall notify either the coordinator of the Employee Assistance Program or contact the designated EAP agency. Contacts to these programs are under strict confidentiality.

(C) Personnel may also be referred by another member of this Department. Any such referral shall maintain confidentiality for the affected member.

(D) The Rome Police Department will grant a maximum total of two (2) sick leave periods during the member's career, as prescribed by the EAP Coordinator, a licensed counselor, and/or SAP for a member to receive treatment for drug dependency. A sick leave period will not be granted within twelve (12) months of a previous leave period.

(E) Entry and participation in such treatment and rehabilitation must occur prior to the employee selection for random drug testing or selection for reasonable suspicion or post-incident testing.

PROHIBITIONS

Alcohol Prohibitions

Employees must not:

• Report for duty or remain on duty while having a Blood Alcohol Concentration (BAC) of 0.02% or higher;

• Possess alcohol while on duty, use, or be under the influence of alcohol;

• Refuse to submit to a required alcohol test;
• Refuse to submit to any test.

**Controlled Substance Prohibitions**

Employees must not:

- Report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform his or her job duties;
- Refuse to submit to any test;
- Adulterate, substitute or dilute any required specimen.

**TESTING**

**Pre-Employment**

Conducted before applicants are hired.

**Random**

Conducted on a random unannounced basis.

- Tests must be unannounced spread throughout the calendar year. Random selection could result in an employee being selected for testing more than once in a calendar year.

**Reasonable Suspicion**

Conducted when an employee's behavior or appearance is observed and that behavior is characteristic of the influence of controlled substances. The City will require that two (2) trained supervisors or department officials verify and document the behavior.
**Post Accident**

Conducted following every motor vehicle accident, which results in personal injury or more than five thousand ($5,000.00) in property damage. Should an employee require medical attention then that shall take precedence over the testing. Drug testing must occur within thirty-two (32) hours after the accident. If unable to test as required above, documentation as to why testing wasn’t done must be provided.

**Return to Duty**

Conducted prior to a return to duty after an individual who has engaged in prohibited conduct regarding drug use misuse; the employee shall undergo a "Return to Duty" drug test with a verified negative result, after completion of any recommended treatment program or action.

**Follow-Up**

Following a positive test and subsequent return to work, unannounced follow-up drug testing will be required. A minimum of six (6) follow-up drug tests will be administered in the first twelve (12) months. An employee may be subject to follow-up testing for up to sixty (60) months after return to duty upon the recommendation made by the Substance Abuse Professional.

**TESTING PROTOCOL**

Testing for drugs will be conducted by urinalysis. A breath alcohol technician (BAT) using an approved breath-testing device will conduct testing for alcohol. In a post-accident testing mode a blood test for alcohol may be administered if a breath test is impractical.

A qualified provider will conduct all drug and alcohol collections. The Rome Police Department is deemed a qualified provider for alcohol testing.

**Drug Testing**
Drug testing will be conducted by analyzing an employee's urine specimen. The analysis will be performed at laboratories certified and monitored by SAMHSA and DHHS. The employee will provide a urine specimen in a location that affords privacy; and the "collector" seals and labels the specimen, complete a custody and control form (CCF) and prepare the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the employee. The specimen collection procedures and chain of custody will ensure that the specimen's security, proper identification and integrity are not compromised.

Drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances, the employee has 72 hours to request the split specimen be sent to another SAMHSN/DHHS certified laboratory for analysis at the employee's expense. If the split specimen proves to be negative, the City will pay the expense. This split specimen procedure essentially provides the employee with an opportunity for a "second opinion."

The Medical Review Officer (MRO) is responsible for:

- The Notification Procedure

Upon a positive test result, the MRO must contact the employee directly on a confidential basis and determine whether the employee wants to discuss the test result. In making the contact the MRO must explain to the employee that if he/she declines to discuss the test result the MRO will verify a positive result.
The MRO must attempt to reach the employee using the day and/or evening phone numbers provided on the custody and control form (CCF), over a period of at least twenty four (24) hours using reasonable efforts.

- Documenting the attempts to contact the employee with dates and times.
- Contacting the Designated Employer Representative (DER).

**TESTING STANDARDS**

Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial drug screening test:

<table>
<thead>
<tr>
<th>Substance</th>
<th>Initial Test Level (ng/ml)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana Metabolite</td>
<td>100 or 50*</td>
</tr>
<tr>
<td>Cocaine Metabolite</td>
<td>300</td>
</tr>
<tr>
<td>Opiate Metabolites</td>
<td>300**</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>25</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>1000</td>
</tr>
<tr>
<td>Steroids Levels</td>
<td>to be determined</td>
</tr>
</tbody>
</table>

* = Dependent upon laboratory set-up

** = 15 ng/ml if immunoassay specific for free morphine.

Concentration of drug at or above the following levels shall be considered a positive test result when performing a confirmatory GM/MS test on a urine specimen that tested positive using a technologically different initial screening method:

**Confirmatory Test**

| Level (ng/ml) |
Marijuana Metabolite 15(1)

Cocaine Metabolite 150(2)

Opiates:

    Morphine 300
    Codeine 300

Phencyclidine 25

Amphetamines:

    Amphetamine 500

1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
2) Benzoylecgonine

Steroids Levels to be determined
ALCOHOL TESTING

Confirming alcohol tests will be conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA).

Preliminary screening tests may be conducted by using approved devices for administering field sobriety tests to licensed motor vehicle operators.

Two breath tests (in addition to a preliminary screening test, if used) are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. A test result indicating less than 0.02% alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02% or greater, a confirmation test must be conducted (not less than 10 minutes or more than 20 minutes after the first screening test). The employee and the breath alcohol technician (BAT) must complete the alcohol testing form to ensure that the results are properly recorded.

The confirmation test, if required, must be conducted using an EBT that prints out the result, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results. In the event an employee tests positive for alcohol they may request that they be transported to a Rome hospital or other mutually agreed facility for a confirming blood test. Test results should be sent to the employee and the Department. The employee shall be responsible for the cost of the blood test, however the City shall reimburse the cost if the test shows no alcohol content.

TESTING PROCEDURES

Random Testing

Drug Testing

Employees will be tested at a designated testing facility.
Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be transported home.

**Alcohol Testing**

Employees will be tested at a designated testing facility.

Upon receipt of a negative test result (under 0.02%), the employee will return to work.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home and will not return to work until a recommendation is made by the Substance Abuse Professional (SAP). Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.
Reasonable Suspicion

Drug Testing

Employee must be transported to the testing facility. Upon completion of the testing, the employee will be transported home until the results are received by the (DER).

Upon receipt of a negative test result, the employee will return to work without suffering a loss of wages or benefits and he/she shall be awarded two (2) additional vacation days.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will be terminated from employment.

Alcohol Testing

The City will be responsible for transporting the employee to the collection facility and to the employee's home, if necessary.

Upon receipt of a negative test result, the employee will return to work without suffering a loss of wages or benefits, and he/she shall be awarded two (2) additional vacation days.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee will be transported home without pay and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work the employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the employee must submit to a "Return to Duty" test with a verified negative result.

The "Reasonable Suspicion Form", if the test result is positive, will be included in the employee's personnel file. If the test result is negative the form will be discarded. Upon written request, a covered employee may obtain copies of any records pertaining to the covered
employee's use of alcohol or controlled substances, including any records pertaining to his/her
alcohol or controlled substance tests.

**Post Accident**

**Drug Testing**

The City will be responsible for transporting the employee to and from the collection facility.

Until the City receives the test results, the employee will not be allowed to perform his or her job
duties.

Upon receipt of a negative test result, the employee will return to full duties.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the employee will
be transported home.

**Alcohol Testing**

The City will be responsible for transporting the employee to and from the testing facility and/or
home.

Upon receipt of a negative test result, the employee returns to work.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the employee
will be transported home without pay and is not eligible to return to work until evaluated by the
Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work,
the employee must successfully complete the recommended course of treatment and must submit
to a "Return to Duty" test with a verified negative result.

**Follow-Up**

Positive test results require the employee to submit to a minimum of six (6) follow-up tests for
drug use during the first 12 months following the initial positive test result. The Substance Abuse
Professional (SAP) may also require follow-up tests up to 60 months after return to duty.
**Test Results**

All records are considered confidential and will not be shared with other employees. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review Officer (MRO), and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. However, the covered employee is entitled, upon written request, to obtain copies of any records concerning his/her use of drugs, including any test records. If a covered employee initiates a grievance, hearing, lawsuit, or other action, the City may release this information to the relevant parties.

**CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT**

All covered employees must submit to drug testing. **REFUSAL** to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and had a positive test result.

The following actions may also constitute a refusal:

- Failure to show up for any test within a reasonable time after being directed to do so by the employer.

- Refusal to sign the certification provided by the Technicians.

- Deliberate failure or refusal to provide adequate breath or urine sample. If the employee is unable to provide an adequate breath or urine sample, the City shall direct the employee to obtain an evaluation from a licensed physician acceptable to the City, as soon as practical to determine the employee's medical ability to provide an adequate breath and/or urine sample. If the physician determines that a medical condition did (or could have) prevented the employee from providing an adequate sample the failure
shall not constitute a refusal. However, if the physician is unable to make such a
determination, the employee's failure shall constitute a refusal.

- Engaging in conduct that clearly obstructs the testing process, e.g., adulteration or
dilution of specimen.
- Claiming illness after notification of testing.

**ALCOHOL TEST CONSEQUENCES**

A test measurement of less than or equal to .019 alcohol concentration will allow the employee
to return to work.

A test measurement of 0.020 to 0.049 alcohol concentration will cause the employee to be
suspended without pay for that tour. The employee will be allowed to return to work at the next
assigned tour when that employee is tested immediately prior to returning to work and the results
of such testing indicate the employee has a 0.00 concentration. Any employee who tests positive
twice within these parameters (0.020 to 0.049) during a twenty-four (24) month period shall be
immediately suspended without pay for fourteen (14) calendar days.

A test measurement of 0.05 or greater will cause the employee to be suspended immediately
without pay for thirty (30) calendar days. Any additional disciplinary measure will be subject to
standing grievance and arbitration procedures outlined by the Collective Bargaining Agreement
or Section 75 of the Civil Service Law. Prior to returning to work, an employee must receive a
certification from a Substance Abuse Professional (SAP) that the employee is able to perform
their full duties. Suspension without pay will continue until such certification is received. While
out for fourteen (14) days suspension, the employee needs to obtain certification from a
Substance Abuse Professional (SAP) that employee is fit for duty. Any member who tests
PART "A"

Reasonable Cause

Drug and Alcohol Testing Checklist

SECTION ONE (To be completed by Police Chief or his designee)

Name of Employee: ___________________________

Rank: ___________________________

Nature of incident/cause of suspicion:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Behavioral indications noted, if any:

____________________________________________________________________
____________________________________________________________________

Physical signs or symptoms noted, if any:

____________________________________________________________________

Witness, corroboration, etc.:

____________________________________________________________________

Has the employee taken any medication(s) in the past four weeks? __________

If yes, list medication(s), quantity, and last date taken:
Signature of Police Chief or designee: ____________________________.

Date: ____________________________

SECTION TWO (To be completed by Corporation Counsel's office when reasonable and practicable)

Attorney contacted: ____________________________

Attorney's determination (test or do not test):

_______________________________

Attorney’s signature:

_______________________________

Date: ____________________________