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MEMORANDUM OF AGREEMENT

Agreement made this 7th day of October 2015 by and between the City of Lockport (hereinafter "the City") and the Hickory Club PBA (hereinafter "the PBA").

WHEREAS, the parties hereto are parties to a collective bargaining agreement which expired on December 31, 2012, but its terms continued upon expiration pursuant to Civil Service Law Section 201, et seq; and

WHEREAS, a dispute has arisen between the parties regarding a Memorandum of Understanding.

WHEREAS, the parties have resolved their differences and wish to reduce their resolution to writing;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mayor and a representative of the PBA shall execute the Memorandum of Understanding (Exhibit A) on behalf of the City and PBA, respectively. The PBA shall submit the Memorandum of Understanding and this Memorandum of Agreement to its membership for ratification and notify the City of the results of both ratification votes no later than October 7, 2015. If the PBA timely ratifies both the Memorandum of Understanding and this Memorandum of Agreement, the Mayor, no later than October 7, 2015, shall submit the Memorandum of Understanding and this Memorandum of Agreement to the City Council for ratification. The City shall have no obligation to submit either document to the City Council for ratification if the PBA does not ratify both documents. This Memorandum of Agreement shall not be enforceable if either party fails to obtain the ratification of this documents.

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2. Notwithstanding the terms of the Memorandum of Understanding, the parties agree that certain provisions contained therein are to be superseded and/or replaced by this Memorandum of Agreement. In the event of any conflict between the terms of the Memorandum of Understanding and this Memorandum of Agreement, the terms of this Memorandum of Agreement shall exclusively control.

3. Once the City and the PBA have ratified this MOA, the current MOU dated 12/16/13 and the 2008-2012 CBA shall be immediately be made part of this MOA as modified by this MOA. Following the ratification of this MOA, the City and the PBA shall draft a single document combining the terms of the 2013-2023 CBA; such document shall include the terms of this MOA, the 12/16/2013 MOU, the 2008-2012 CBA and all other MOA's, MOU's and/or side letters which have not otherwise expired.

4. The term of the collective bargaining agreement between the parties shall be extended by this Memorandum of Agreement through December 31, 2023.

Six (6) years 2013-2018 – 12/16/13 MOU

Five (5) years 2019-2023

5. Wages:

2013-2018 Refer to current 12/16/13 MOU

2019 – 2%

2020 – 2%

2021 – 2%

2022 – 2%

2023 – 2%

6. The Salary Schedule (Appendix A to the collective bargaining agreement) shall be modified for all Police Officers hired on or after January 1, 2016. Effective January 1, 2016, the new salary schedule for police officers shall be as follows:

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	Day	Night
START	\$40,000 (19.2308)	\$40,800 (19.6154)
COMP 1	\$42,000 (20.1923)	\$42,840 (20.4231)
COMP 2	\$44,112 (21.2077)	\$44,994 (21.6317)
COMP 3	\$49,923 (24.0014)	\$50,921 (24.4813)
COMP 4	\$54,565 (26.2496)	\$55,656 (26.7577)
COMP 5	\$59,210 (28.4663)	\$60,394 (29.0356)
COMP 6	\$65,804 (31.6365)	\$67,120 (32.2692)

2% more

Effectively, the night Officer receives a wage 2% above that of a day Officer as compensation for working the night shift.

7 All Police Officers hired on or after January 1, 2016 shall be enrolled in the NYS Police and Fire Retirement System in accordance with the rules, regulations and laws governing that system.

8. All Police Officers hired on or after January 1, 2016 shall contribute, through payroll deduction, fifteen percent (15%) toward the applicable health insurance premium throughout their employment. All Police Officers hired on or after January 1, 2016, with at least twenty (20) years of service as a Police Officer for the City, but not more than twenty-five (25) years of service as a Police Officer for the City, shall contribute twenty percent (20%) toward their retiree health insurance, Medicare Part B and any Medicare Advantage or Supplemental premiums and shall be responsible for all Medicare Part B, Advantage Plan or Supplemental co-payments and deductibles. All Police Officers hired on or after January 1, 2016, with more than twenty-five (25) years of service as a Police Officer for the City shall contribute fifteen percent (15%) toward their retiree health insurance, Medicare Part B and any Medicare Advantage or Supplemental premiums and shall be responsible for all Medicare Part B, Advantage Plan or Supplemental co-payments and deductibles. All Police Officers hired on or after January 1, 2016 with less than 20 years of service of service with the City shall not be eligible for health insurance in retirement.

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Upon qualification for Medicare Part B, all retirees, the eligible spouse or eligible dependent must enroll and provide the Medicare Part B required information to the Payroll Office. Any employee hired on or after January 1, 2016, shall be responsible for all Medicare Part B co-payments and/or deductibles and supplemental premiums.

9. Police Officers employed by the City of Lockport Police Department as of October 1, 2015, and as more fully set forth in the list attached hereto as Exhibit B (referred to in this paragraph only as "Retiree"), shall not, except as permitted by this agreement, be required as a retiree to enroll in any health insurance plans other than those plans currently being provided to Police Officers on October 1, 2015, without the express written consent of the Retiree and/or the Union. Each member listed in Exhibit B shall be guaranteed lifetime healthcare benefits paid for 100 percent by the City. Such entitlement to healthcare benefits by the City shall be a vested right in each individual specified in Exhibit B.

Each Retiree eligible for Medicare shall enroll in Medicare Part B and shall also enroll or be enrolled in either the Blue Cross/Blue Shield of Western New York Medicare Advantage Plan 799 or the Blue Cross/Blue Shield of Western New York Medicare Advantage (Out of Network) Plan 799 (collectively "the Medicare Advantage Plans"). Upon retirement, and continuing only for the lifetime of the Retiree, the City shall fully reimburse each Retiree and his/her spouse, currently enrolled in Medicare Part B and one of the Medicare Advantage Plans or upon becoming so enrolled, whether in area or out of area, the full amount of their Medicare Part B premiums currently in effect, and as they may be increased or decreased in the future.

The City shall continue to provide to each Retiree and/or his/her spouse eligible for Medicare, currently or in the future, only during the lifetime of the Retiree, medical benefits through the Medicare Advantage Plans at no cost to the Retiree and/or his/her spouse, subject to

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the applicable co-pay amounts for prescription drugs, physician visits, durable goods, other co-pays and allowances.

In the event that one or more of the Medicare Advantage Plans is discontinued by the provider and/or the City desires to change plans, the City shall provide the affected Retiree and/or his/her spouse with a new plan that provides coverage and benefits, except for co-pays, substantially equal to or better than those provided under the applicable Medicare Advantage Plan with the full cost to be paid by the City, and there shall be no cost or contribution required of the Retiree and/or his/her spouse for the new plan. The parties expressly agree that the City shall reimburse the affected Retiree and his/her spouse, only during the lifetime of the Retiree, the difference between such co-pays or allowances provided for under such new plan and those provided for under the Medicare Advantage Plans.

The City shall continue to provide to each Retiree and/or his/her spouse not yet eligible for Medicare, only during the lifetime of the Retiree and until the Retiree and his/her spouse becomes eligible for Medicare, medical benefits through the plans offered to them by the City as of October 1, 2015, including the Blue Cross/Blue Shield POS 201, POS 201 Plus, POS 203, POS 203 Plus, POS 204, POS 204 Plus or 812 National plans (the "Pre-Medicare Plans") at no cost to the Retiree and/or his/her spouse, subject to the co-pay amounts for prescription drugs, physician visits, durable goods and other co-pays and allowances provided for in the plans as of October 1, 2015.

In the event that one or more of the Pre-Medicare Plans is discontinued by the provider and/or the City desires to change the plans, the City shall provide the affected Retiree and/or his/her spouse with a new plan that provides coverage and benefits, except for co-pays, substantially equal to or better than those provided under the discontinued plan with the full cost

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to be paid in full by the City, and there shall be no cost or contribution required of the Retiree and/or his/her spouse for the new plan. The parties expressly agree that the City shall reimburse the affected Retiree and his/her spouse, only during the lifetime of the Retiree, the difference between such co-pays or allowances provided for under such new plan and those provided for under the Pre-Medicare Plans.

10. Unless otherwise agreed by the parties, the patrol division shall return to an eight (8) hour, four (4) days on and two (2) days off schedule commencing June 1, 2017. Upon the effective date of the return to the eight (8) hour, four (4) days on and two (2) days off schedule, at least twelve (12) police officers shall be assigned to each shift. The schedule and provisions of the schedule shall be the same as the previous 8 hour 4-2 schedule in place prior to the implementation of the 12 hour schedule.

- a. It is agreed that the compensation schedule shall be changed to effectively provide the evening and night Officer a wage 1% above that of a day Officer as compensation for working the evening and night shift on the 8 hour schedule.

11. PAYBACK DAYS During the length of this contract any Officer working the 8hr 4-2 schedule shall do four (4) paybacks to the City.

- a. Two (2) paybacks shall be used for training purposes only these days may be broken down in 4 hr training blocks equaling 16hrs.
- b. Two (2) paybacks may be used for switching with other officers. Any other means to pay back the two (2) days will be at the discretion of the Chief of Police.

12. The City shall hire three (3) additional Police Officers no later than January 1, 2016 and an additional three (3) Police Officers no later than January 1, 2017. Thereafter, the City

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shall employ no less than a total complement of forty-nine (49) Police Officers, except that such total complement shall be reduced by one Police Officer for each Police Captain who retires or otherwise separates from employment up to a total of two (2) Police Captains. The City shall have no obligation to fill any Police Captain position vacated due to the retirement or separation of up to two (2) Police Captains. Upon the retirement or separation of two (2) Police Captains, the total complement will be forty-seven (47) Police Officers. Notwithstanding this department staffing level, the parties agree that if the City becomes classified as NY State Comptroller's Office as a fiscally distressed municipality, additional reductions below the above listed staffing level could occur only as a last resort, through attrition, but the City must sit down and talk with the PBA prior to any reductions. Notwithstanding the language found in the preceding paragraph, the parties agree it is without prejudice to the City's position all manning level decisions are a management decision, and are a non-mandatory subject of negotiations.

13. The PBA shall withdraw its pending Improper Practice Charge (NYS PERB Case No.: U-34197) with prejudice no later than five (5) working days after full ratification of the Memorandum of Understanding and this Memorandum of Agreement. Upon the ratification of this agreement by both parties the pending fire dispatch grievance, the forty five (45) man minimum staffing grievance and the civilian dispatch grievance shall all be deemed resolved by the parties. Regarding the pending drug court grievance, the Hickory Club does not dispute participating in or conducting drug court visits. The parties agree that the PBA and the Chief of Police shall meet to discuss resolution of the grievance.

14. The Chief of Police shall have discretion to move any police officer hired after January 2015 and with five (5) years or less time on the job to any shift as needed.

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15. The Chief of Police shall have the discretion to assign light duty officers to whichever shift has an opening for a light duty assignment.

16. Step Grievance for Jones, Pytlik, Barrancotta: The City shall immediately place Officers Jones, Pytlik, Barrancotta in their proper pay step and pay them retroactive pay back to January 1, 2014 on or before November 30, 2015.

17. The City and Hickory Club agree that the three (3) percent contribution grievance for Officers Jones, Pytlik and Barrancotta will be arbitrated or otherwise adjudicated.

18. Probationary period for new Officers hired after January 1, 2016 will be eighteen (18) months and they can be used as temporary dispatchers and count towards minimum staffing of the 6 Officers on patrol shifts until they are sent to the next available Niagara or Erie County Police Academy. Notwithstanding the above language the new hire must be properly trained prior to filling in as a temporary dispatcher.

19. The Administrative Lieutenant position will be dissolved and removed from appendix "A" pay scale. The Administrative position shall then become a Lieutenant Detective position. (refer to attached organization chart).

20. The Chief of Police shall have the ability and discretion to move administrative personnel to a temporary shift assignment within the patrol division to help with manpower issues if manpower reaches a critical level due to prolonged injury or FMLA only, as follows:

- a. Patrol staffing on a shift will be deemed critical when any patrol shift's staffing drops to 10 officers on any shift working the 8 hour 4-2 schedule.
 - i. Officer(s) with less than 5 years
 - ii. Officer(s) on Light Duty
 - iii. Officer(s) (Non-supervisory) in an administrative positions
 - iv. Supervisor in Administrative positions by their rank and time in grade

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- v. If displaced to assist with man power, the displaced Officer or Supervisor will have the choice of which shift they will work according to their departmental seniority and rank.
 - vi. A displaced officer will not be penalized for time off that they requested
- b. This provision shall only be effective if the City of Lockport Police Department is fully staffed with 12 Police Officers per 8 hour shift. Any scheduling changes made pursuant to this provision shall not to exceed a three month period.
21. The parties agree to meet to discuss and, if applicable, negotiate moving dispatch from sworn personnel to non-sworn personnel or to Niagara County.
22. Both parties contributed to the drafting of this MOA and no rule of construction interpreting an instrument as against a party who unilaterally drafts it shall apply.



Anne McCaffrey, Mayor

~~President~~



Paul Zapp, Hickory Club PBA

EXHIBIT B

NIETHE, MICHAEL F.
ZAPP, PAUL M..
NEWMAN, KEVIN P.
HALE, WARREN D.
PROVENZANO, RICHARD A.

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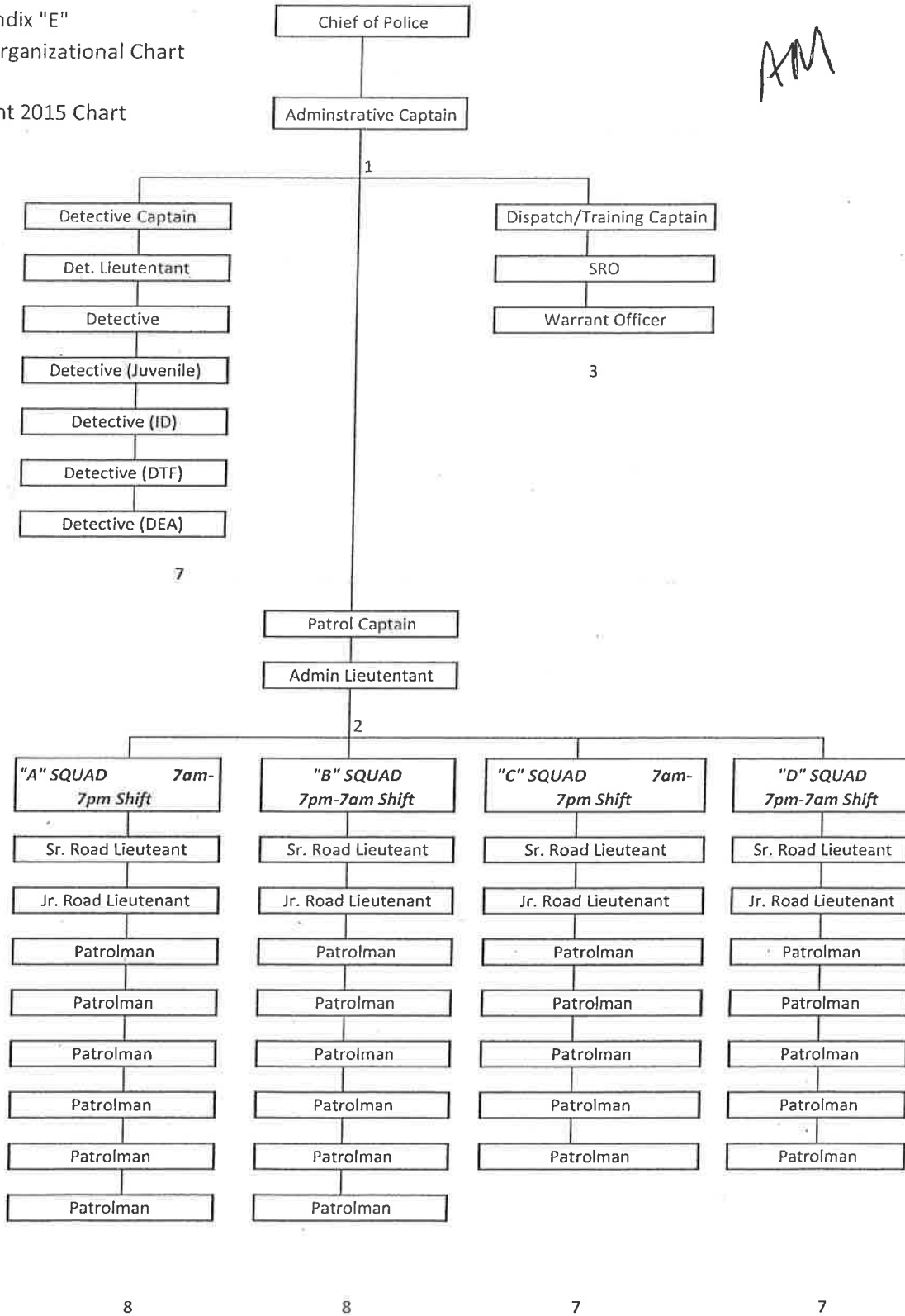
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NOLAN, JOHN P.
HERRINGTON, ERIC J.
STOVER, MICHAEL J.
PALUMBO, ANTHONY J.
ABBOTT, STEVEN K.
HAAK JR., DOUGLAS E
SOBIERASKI, DENNIS C.
GILL, TERRY L.
WASIK, MICHAEL R.
WENTLAND, BRIAN W.
LICATA, SALVATORE
PETERS, RODNEY J.
SCHRADER, KEVIN L.
CHENEZ, TODD A.
SNAITH, SCOT C.
MAPES, TRAVIS A.
DITULLIO, KENDRA L.
NEVINS, HENRY P.
PIEDMONT, ADAM R.
STRECKEWALD, MATTHEW T
MORGAN, ARIC J.
LUCINSKI, KEVIN S.
BELLING, AARON K.
ROHDE, JULIE K.
HURTGAM, MATTHEW K.
GIANSAnte, LUKE W.
PITTMAN, ANTHONY D.
BELLING, MARSHALL K.
ROHDE, HEATHER M.
MEERBOTH JR., PAUL C.
TROWBRIDGE, TOBY J.
VOSBURGH, TRICIA K.
SCHULER, LAURA K.
TARNOWSKI, STEVEN J.
PYTLIK JR., DAVID P.
JONES, WILLIAM E.
BARRANCOTTA, DANIEL
VOSLER, MATTHEW T

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Appendix "E"
LPD Organizational Chart

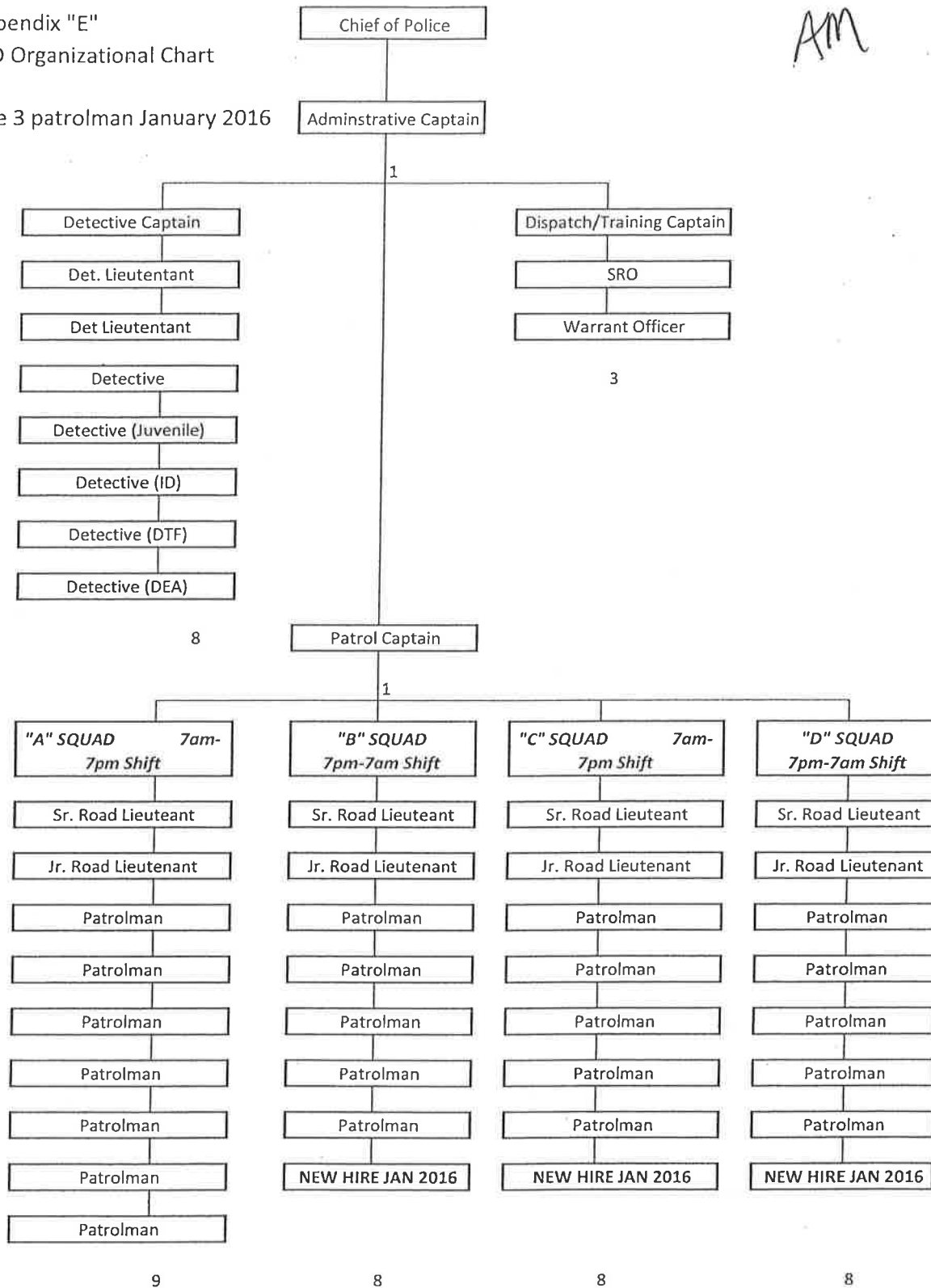
Current 2015 Chart



Total Officers 43

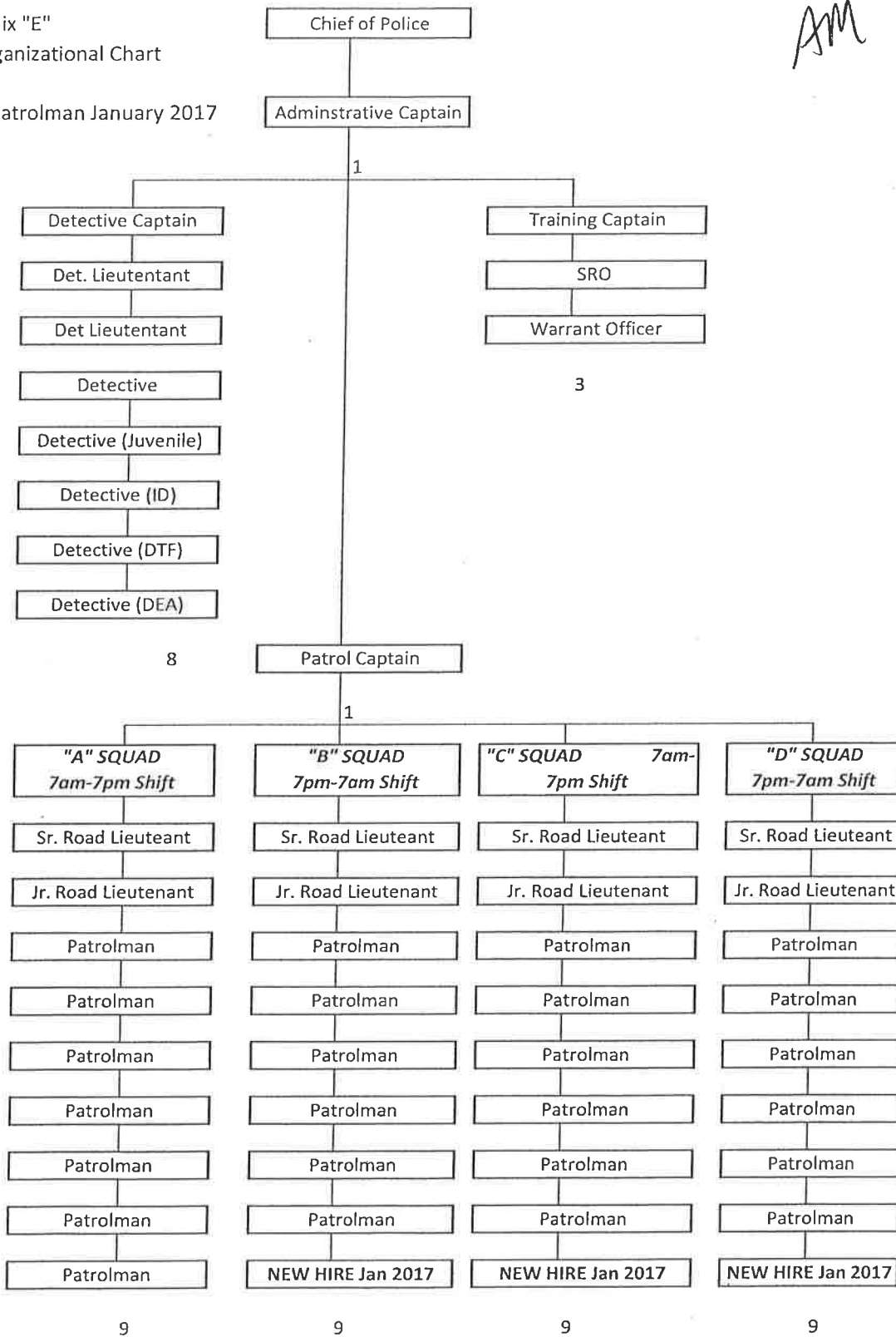
Appendix "E"
LPD Organizational Chart

Hire 3 patrolman January 2016



Appendix "E"
LPD Organizational Chart

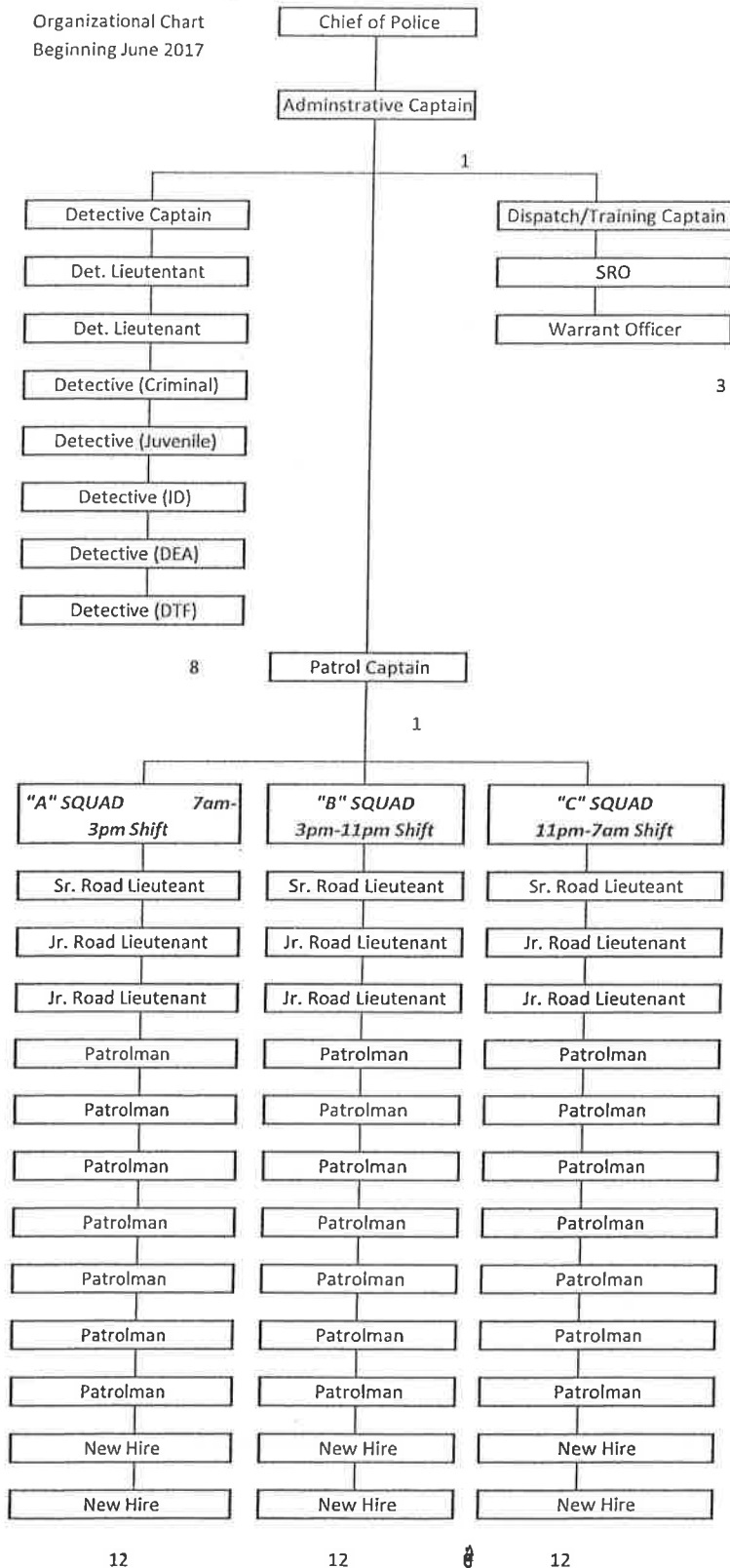
Hire 3 patrolman January 2017



Total Officers 49

Organizational Chart
Beginning June 2017

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Total Officers

49

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Appendix A
Salary Schedule 2013 - 2023

	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017 - 1.5%	7/1/2017 - 1.5%
Patrolman						
New Hire Starting	N/A	N/A	N/A	40,000	40,600	41,209
New Hire Compl 1 year	N/A	N/A	N/A	42,000	42,630	43,269
Active Starting/ New Hire Compl 2 year	44,432	44,432	44,432	44,432	45,098	45,775
Active Compl 1 year/New Hire Compl 3 year	49,923	49,923	49,923	49,923	50,672	51,432
Active Compl 2 year/New Hire Compl 4 year	54,564	54,564	54,564	54,564	55,382	56,213
Active Compl 3 year/New Hire Compl 5 year	59,210	59,210	59,210	59,210	60,098	61,000
Active Compl 4 year/New Hire Compl 6 year	63,845	65,804	65,804	65,804	66,791	67,793
Comm Officer	65,920	N/A	N/A	N/A	N/A	N/A
Night Patrolman	N/A	67,120	67,120	67,120	68,127	68,470
Day Patrolman	N/A	65,804	65,804	65,804	66,791	67,793
K9 Officer	67,238	68,463	68,463	68,463	69,490	70,532
Patrol Supervisors						
Patrol Captain	81,326	84,578	84,578	84,578	85,847	87,134
Admin Lieutenant	N/A	80,513	80,513	80,513	81,721	N/A
Sr Lieutenant Night	N/A	77,417	77,417	77,417	78,578	78,975
Jr Lieutenant Night	N/A	73,730	73,730	73,730	74,836	75,214
Sr Lieutenant Day	N/A	75,899	75,899	75,899	77,037	78,193
Jr Lieutenant Day	N/A	72,285	72,285	72,285	73,369	74,470
Lieutenant	72,285	72,285	72,285	72,285	N/A	N/A
Support Services						
Training Captain	N/A	84,578	84,578	84,578	85,847	87,134
Warrant Officer	67,238	68,463	68,463	68,463	69,490	70,532
SRO	67,238	68,463	68,463	68,463	69,490	70,532
Detective Division						
Det Captain	84,578	84,578	84,578	84,578	85,847	87,134
Det Lieutenant	75,176	80,513	80,513	80,513	81,721	82,947
Detective	68,556	72,490	72,490	72,490	73,577	74,681
Admin Captain	N/A	87,962	87,962	87,962	89,281	90,621

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Appendix A
Salary Schedule 2013 - 2023

	1/1/2018- 1.5%	7/1/2018- 1.5%	1/1/2019- 2%	1/1/2020- 2%	1/1/2021- 2%	1/1/2022- 2%	1/1/2023- 2%
Patrolman							
New Hire Starting	41,827	42,455	43,304	44,170	45,053	45,954	46,873
New Hire Compl 1 year	43,918	44,577	45,469	46,378	47,306	48,252	49,217
Active Starting/ New Hire Compl 2 year	46,462	47,159	48,102	49,064	50,045	51,046	52,067
Active Compl 1 year/New Hire Compl 3 year	52,203	52,986	54,046	55,127	56,230	57,354	58,501
Active Compl 2 year/New Hire Compl 4 year	57,056	57,912	59,070	60,252	61,457	62,686	63,940
Active Compl 3 year/New Hire Compl 5 year	61,915	62,843	64,100	65,382	66,690	68,024	69,384
Active Compl 4 year/New Hire Compl 6 year	68,810	69,842	71,239	72,664	74,117	75,599	77,111
Comm Officer	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Night Patrolman	69,497	70,540	71,950	73,391	74,858	76,355	77,882
Day Patrolman	68,810	69,842	71,239	72,664	74,117	75,599	77,111
K9 Officer	71,590	72,664	74,117	75,600	77,112	78,654	80,227
Patrol Supervisors							
Patrol Captain	88,441	89,768	91,563	93,395	95,263	97,168	99,111
Admin Lieutenant	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sr Lieutenant Night	80,160	81,362	82,989	84,649	86,342	88,069	89,830
Jr Lieutenant Night	76,342	77,487	79,037	80,618	82,230	83,875	85,552
Sr Lieutenant Day	79,366	80,556	82,168	83,811	85,487	87,197	88,941
Jr Lieutenant Day	75,587	76,721	78,255	79,820	81,417	83,045	84,706
Lieutenant	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Support Services							
Training Captain	88,441	89,768	91,563	93,395	95,263	97,168	99,111
Warrant Officer	71,590	72,664	74,117	75,600	77,112	78,654	80,227
SRO	71,590	72,664	74,117	75,600	77,112	78,654	80,227
Detective Division							
Det Captain	88,441	89,768	91,563	93,395	95,263	97,168	99,111
Det Lieutenant	84,191	85,454	87,163	88,906	90,684	92,498	94,348
Detective	75,801	76,938	78,477	80,047	81,647	83,280	84,946
Admin Captain	91,980	93,360	95,227	97,131	99,074	101,055	103,077

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12 16 2013

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF LOCKPORT
AND THE
HICKORY CLUB PBA

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10/7/15

The AGREEMENT, made this _____ day of _____, 2013, between the City of Lockport (City), and the Hickory Club PBA (Hickory Club) is for the purpose of amending the Collective Bargaining Agreement (CBA) between the parties that expired on December 31, 2012. All of the terms of the CBA that expired on December 31, 2012 shall continue into the successor CBA that becomes effective on January 1, 2013, excepting those terms contained in the Memorandum of Agreement, which shall be added to, and made part of the successor CBA that becomes effective on January 1, 2013, subject to the approval of the City of Lockport Common Council and its Mayor and the membership of the Hickory Club. The successor CBA, shall be effective January 1, 2013 through December 31, 2018, which will extend and amend the previous CBA as follows:

1. In Article 12 "Wages/Compensation", amend as follows:

- A. Salary and Wage Compensation, as found in the CBA that expired on December 31, 2012 shall be increased and amended across all salary steps as follows (Attached Salary Schedule Appendix A):

Effective Date	Percent Increase
January 1, 2013	0%
January 1, 2014	0%
January 1, 2015	0%
January 1, 2016	0%
January 1, 2017	1.5% January 1st
July 1, 2017	1.5%
January 1, 2018	1.5% January 1st
July 1, 2018	1.5%

- B. Effective _____, 2104 the following new titles and positions will be added to Appendix A Salary Plan Schedule.

1) New titles and positions:

- a) Patrolman
- b) Patrolman Nights
- c) Jr. Road Lieutenant Nights
- d) Jr. Road Lieutenants Days
- e) Sr. Road Lieutenant Nights

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- f) Sr. Road Lieutenant Days
- g) Administrative Lieutenant
- h) Patrol Captain
- i) Training Captain
- j) Administrative Captain

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C. The chain of command for the LPD will be as outlined in Appendix "E" entitled Organization Chart.

2. Article 11.1 Delete subsection 1 and replace with the following:
Effective _____, 2014, members previously assigned to patrol shifts A, B and C shall be assigned to squads A, B, C, and D and shall work a twelve (12) hour shift.

In subsection 11.1, 2, delete the current language and replace it with the following.

A. Shift Definition:

- 1) All Police Officers working in the patrol division will work a 12 hour schedule. Meaning they will work 2 on 2 off, 3 on 2 off, 2 on 3 off and the schedule will then repeat itself. Refer to Appendix "D"
- 2) The hours for each shift will be as follows:
 - a) Days: 7:00AM-7:00PM
 - b) Nights: 7:00PM-7:00AM
- 3) There will be 2 squads per shift.
 - A- Squad 7:00AM to 7:00PM (Days)
 - B- Squad 7:00PM to 7:00AM (Nights)
 - C- Squad 7:00AM to 7:00PM (Days)
 - D- Squad 7:00PM to 7:00AM (Nights)

B. Bidding For Shifts:

- 1. Each Uniformed officer, assigned to either A or B Shifts may bid for shift choice, based on seniority.
 - 2. By way of exception, the Police Chief may assign officers who have less than three years seniority to any shift that he deems appropriate.
- C. Seniority shall be determined based upon date of departmental seniority to the Lockport Police Department, except that supervisor's seniority shall be determined form date of promotion.

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D. TIME OF BIDDING

1. Bidding for A and B shifts shall be made during November of each year. Assignments will be posted in the first week of December for the following year, which that shift assignment will be effective the first week of January.

E. TRANSFERS

1. If an Officer requests a transfer form a specialized unit to A or B shift, the officer being transferred for the specialized unit will be assigned to the shift from which his replacement came. Voluntary A or B transfers may be made to accommodate the transferred Officer, taking into account seniority requirements. If this can not be accomplished, the transferred Officer will be required to await the yearly bidding process to affect their seniority.
2. An Officer will not be able to "Bump" through A or B shifts at the time of his initial transfer.

NOTE: A Holdover Policy will be established by a committee consisting of the Chief of Police and/or his designee, one (1) Patrol Supervisor (selected by the President of the Hickory Club), one (1) Patrolman (selected by the President of the Hickory Club) and the President of the Hickory Club and/or his designee.

NOTE: The parties agree to review all Article 11 language and amend references to Shifts/Squads A, B, C and replace with A, B, C, and D. In addition, references to 4-2 schedule must be replaced.

Effective with the change in work schedules from 4-2 to a 12 hour work shift, all paid leave and use of paid leave time shall be calculated using 12 hours of time rather than eight hours of time per shift, this language shall prevail.

The parties agree and recognize that any language that is not covered under this agreement must be reviewed and changes shall be made in current Article 11 language reflecting that fact the parties have agreed to change from a 4-2 work schedule to a 12 hour work schedule.

3. In Article 12.11 "Sell Back Privileges", add the following:

"In 2014 only, the parties agree the practice of selling back Holiday and Vacation time shall be suspended and not paid by the City"

4. Add a new Article 29 to the CBA to read as follows:

- A. "The parties agree police dispatch work currently performed by the three (3) Hickory Club members may be performed by non sworn personnel, who will be employees of the City of Lockport, who shall then become members of the Hickory Club PBA. These employees shall perform their work activity in the City of Lockport Communication room located at One Locks Plaza Lockport NY 14094.
- B. The Communication room shall consist of at least one road/patrol Lieutenant and a Civilian.
- C. In the event of an emergency or unforeseen circumstance, members of the Hickory Club may have to perform dispatch duties.
- D. The City and Union agree to create a committee consisting of the Chief of Police and/or his designee, the Mayor and/or his designee, two (2) members of the Hickory Club (appointed by the Hickory Club President) and the President of the Hickory Club and/or his designee to discuss and negotiate all aspects of the City of Lockport transition to civilian dispatch for the establishment and operation of rules and procedures.

Once the committee has come to an agreement and MOU shall be signed and it shall be binding and become apart of the Hickory Club CBA.

The above mentioned committee shall make every effort to come to terms to implement civilian dispatch no later than six months after this agreement has been ratified.

5. In Article 23.3 "New Hires 201 \$7/\$15/\$35 203 and 204 Plan "delete the second sentence and add the following:

"Any member hired after January 1, 2014 shall not be entitled to any Healthcare Reimbursement Account payments"

In Article 23.9 "HRA 105 Account", paragraph five (5), add the following:

"For calendar years 2013 and 2014, the parties agree the HRA payments contained in Article 23.9 shall be suspended and not payable by the City.

Effective January 1, 2015, the HRA payments shall resume, as specified in the expired CBA end December 31, 2012."

6. Add a new Article 29, "City of Lockport Retirement Incentive Program", to include the following components and provisions:

*Members who chose to participate in the Program must be eligible for, file, be approved by New York State Police and Fire Retirement System, and be off the City payroll effective _____.

The incentive Program will terminate and not be available to members effective _____.

*Eligible members will receive an incentive payment of \$1,000 for each year of City of Lockport service in the Lockport Police Department, with a cap of \$30,000 per member.

*Eligible and participating members may receive up to 100% of the incentive payment in 2014.

*Eligible and participating members who participate in the Incentive Program having spouses at the time they retire will those same spouses receive City paid healthcare benefits the employee was receiving at the time of retirement in the event the employee/retiree dies, provided the spouse files for Medicare as their primary coverage upon reaching the age of 65. Individuals who become spouses of the retiree after the employee retired are not eligible for this benefit.

This shall in no way reduce, illuminate or change any benefit the retiree is entitled to under the contract they have retired under.

7. "In return for the concessions made, including permission to subcontract up to three member positions performing patrol dispatch duties to civilian employees, the parties agree Lockport sworn personnel will be at a level of at least 45 members, excluding the Chief of Police. Notwithstanding this department manning level, the parties agree if severe financial conditions confront the City in the future, additional reductions below the 45 member level could occur only as a last resort, through attrition, and only after the parties agree to meet and discuss the matter. Notwithstanding the language found in the preceding paragraph, the parties agree it is without prejudice to the City's position all manning level decisions are a management decision, and are a non-mandatory subject of negotiations.

8. In Article 14 "Overtime", add the following:

"For the 2014 year only, the parties agree the practice of paying and providing overtime, 8 hours for firearms training shall be suspended and not paid by the City."

9. In Article 23.2 add a new paragraph to read as follows:

"The parties agree the City may, with the Hickory Club's participation and consent, solicit and select the manner by which contractual health, medical and drug benefits are provided, either on an insured or self insured basis. Further, the parties agree the City may solicit and select, with the Hickory Club's participation and consent, a qualified Pharmacy Benefits Manager (PBM) to provide contractual drug prescription benefits. Should any change in PBM result in monetary savings to the City, such savings in providing those same benefits shall be shared on a 50%/50% basis with the Hickory Club on a pro rata basis. (Hickory Club members as a percentage of all City employees and Hickory Club members as a percent of the Union)."

10. In Article 24, add the following language:

"The parties agree those members of the union currently paying a three percent (3%) contribution toward their New York State Police and Fire Retirement System Pension benefit will have that contribution discontinued effective January 1, 2014, and the City shall become responsible for making those employees' contributions. All employees hired after January 1, 2014 will be responsible for making those pension payments as required under State Law"

11. In Article 22.1, add a new paragraph to read as follows:

"Effective January 1, 2014, the annual clothing allowance amount shall increase to One Thousand Two Hundred Fifty Dollars (\$1250).

12. In Article 21.1, add a new paragraph to read as follows:

"Effective January 1, 2017 the method of computing Longevity compensation benefit compensation shall change. Effective January 1, 2017, compensation amounts found in the expired agreement dated December 31, 2012, shall be eliminated, and be changed/computed based on Three and One Quarter Percent (3.25%) of an employees, base, annual salary".

In Article 11, add the following: **"Sick Time Prevention"**

"With the implementation of the new 12 hour schedule, it shall provide up to three slots for an officer to request the day off using their earned time. If

overtime is detected due to officers using sick time, which would create a holdover by putting the squad below minimum manning, the Chief and/or his designee has the discretion and authority to only allow two Officers to take the day off using their earned time off up to 90 days in advance, and the third slot will not be available until all officers report for duty that day, at which time the slot may be taken by the officer who requested the day off first as long as the squad is not at minimum."

In Article 11.2 K-9 Division, delete the current language and replace with the following:

"K-9 Patrol officer will work a 12 hour schedule and bid on a shift based on their departmental seniority. The K-9 Officer will take off as needed for training. The K-9 Officers training days will not be counted towards minimum manning."

***Don't count training towards minimum manning. In lieu of PCNY Days*

In Article 3.5 "Release Time" delete the current language and replace with the following:

"The City shall grant release time without loss of pay or time for the President or his designee and one (1) delegate from the Hickory Club to take two (2) days each to attend the annual PCNY Pre Convention and Annual PCNY Convention.

The City shall grant release time without loss of pay or time for the President or his designee and one (1) delegate from the Hickory Club to take two (2) days each to attend regularly scheduled meetings of the PCNY.

The City shall grant release time without loss of pay or time for the President or his designee and one (1) delegate from the Hickory Club to take two (1) day each to attend regularly scheduled meetings of the Western New York Police Association.

The Hickory Club will provide the Chief of Police with ten (10) days advance notice of the dates of the above Conventions and/or meetings. The above days also include travel time to and from each event.

The President or his designee shall use a PCNY day to attend the above functions which will not count towards minimum manning.

The delegate shall be allowed to take a "PCNY or Western Day" however this spot will be counted towards minimum manning."

In Article 11, add the following:

12 16 2013

"Notwithstanding the fact determining and establishing job duties and responsibilities is a Management Prerogative, and a Non-Mandatory subject of negotiations, the parties agree that all new created positions will entail new job specs. Therefore, the Hickory Club and the City agree that a committee consisting of the Chief of Police and/or his designee, Administrative Captain, Training/Dispatch Captain, Patrol Captain, Detective Captain and the President of the Hickory Club and/or his designee, shall sit down and agree on the new job duties that will be performed by each position. It is understood that some job duties not currently performed by certain positions may change as a result. Once the specs are agreed upon by the above committee it shall become binding."

In Article 11.1 A "Shift Definition" delete the entire paragraph and replace with the following:

"All Police Officers working in the patrol division with exception of the Patrol Captain and Administrative Lieutenant will work a 12 hour schedule. Meaning they will work 2 on 2 off, 3 on 2 off, 2 on 3 off and the schedule will then repeat itself. Refer to Appendix "D"

In Article 11.1 B "Bidding for Shifts" add the following as a new paragraph:

"The SRO officer may bid for a shift at the time of bidding and when the SRO is not working their normal duties in the Lockport Schools they will be assigned to the shift they had bid during the bidding process"

For The City:

Anne McCaffrey
It's Mayor
10/7/15

Dated:

For The Hickory Club:

[Signature]
It's President
10/7/15

Dated:

APPENDIX "A" Salary Schedule 2013 to 2018

Salaries 2013-2016

	<u>January 1 2013</u>	<u>January 1 2014</u>	<u>January 1 2015</u>	<u>January 1 2016</u>
<u>Patrolman</u>				
Starting	44,432	44,432	44,432	44,432
Compl 1 year	49,923	49,923	49,923	49,923
Compl 2 year	54,564	54,564	54,564	54,564
Compl 3 year	59,210	59,210	59,210	59,210
Compl 4 year	63,845	65,804	65,804	65,804
Comm Officer	65,920	N/A	N/A	N/A
Night Patrolman	n/a	67,120	67,120	67,120
Day Patrolman	n/a	65,804	65,804	65,804
K9 Officer	67,238	68,463	68,463	68,463
<u>Patrol Supervisors</u>				
Patrol Captian	81,326	84,578	84,578	84,578
Admin Lieutenant	n/a	80,513	80,513	80,513
Sr Lieutenant Night	n/a	77,417	77,417	77,417
Jr Lieutenant Night	n/a	73,730	73,730	73,730
Sr Lieutenant Day	n/a	75,899	75,899	75,899
Jr Lieutenant Day	n/a	72,285	72,285	72,285
Lieutenant	72,285	72,285	72,285	72,285
<u>Support Services</u>				
Training Captain	n/a	84,578	84,578	84,578
Warrant Officer	67,238	68,463	68,463	68,463
SRO	67,238	68,463	68,463	68,463
<u>Detective Division</u>				
Det Captain	84,578	84,578	84,578	84,578
Det Lieutenant	75,176	80,513	80,513	80,513
Detective	68,556	72,490	72,490	72,490
Admin Captain	n/a	87,962	87,962	87,962

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APPENDIX "A" Salary Schedule 2013 to 2018

2017 Salaries

January 1 2016 January 1 2017 1.5% July 1 2017 1.5%

Patrolman Salaries

Inbox	Starting	44,432	45,098	45,775
	Compl 1 year	49,923	50,671	51,431
Drafts (1	Compl 2 year	54,564	55,382	56,213
	Compl 3 year	59,210	60,098	61,000
Sent	Compl 4 year	65,804	66,791	67,793
	Comm Officer	N/A	N/A	N/A
Spam (6	Night Patrolman	67,120	68,126	69,148
	Day Patrolman	65,804	66,791	67,793
Trash	K9 Officer	68,463	69,489	70,531

Patrol Supervisors

Folders	Patrol Captain	84,578	85,846	87,134
Recent	Admin Lieutenant	80,513	81,720	82,946
	Sr Lieutenant Night	77,417	78,578	79,757
	Jr Lieutenant Night	73,730	74,835	75,958
Messenger	Sr Lieutenant Day	75,899	77,037	78,193
	Jr Lieutenant Day	72,285	73,369	74,470
Calendar	Lieutenant	72,285	N/A	N/A

Support Services

Contact:	Training Captain	84,578	85,846	87,134
Notepad	Warrant Officer	68,463	69,489	70,531
	SRO	68,463	69,489	70,531

Detective Division

Yahoo M	Det Captain	84,578	85,846	87,134
	Det Lieutenant	80,513	81,720	82,946
Send Fe	Detective	72,490	73,577	74,681
	<u>Admin Captain</u>	87,962	89,281	90,620

APPENDIX "A" Salary Schedule 2013 to 2018

2018 Salaries

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January 1 2017 January 1 2018 1.5% July 1 2018 1.5%

Patrolman Salaries

Inbox	Starting	45,775	46,462	47,159
	Compl 1 year	51,431	52,202	52,986
Drafts (J	Compl 2 year	56,213	57,056	57,912
	Compl 3 year	61,000	61,915	62,844
Sent	Compl 4 year	67,793	68,810	69,842
	Comm Officer	N/A		
Spam (€	Night Patrolman	69,148	70,185	71,238
	Day Patrolman	67,793	68,810	69,842
Trash	K9 Officer	70,531	71,589	72,663

Patrol Supervisors

Folders	Patrol Captian	87,134	88,441	89,768
Recent	Admin Lieutenant	82,946	84,190	85,453
	Sr Lieutenant Night	79,757	80,953	82,168
	Jr Lieutenant Night	75,958	77,097	78,254
Messen	Sr Lieutenant Day	78,193	79,366	80,556
	Jr Lieutenant Day	74,470	75,587	76,721
Calenda	Lieutenant	N/A		

Support Services

Contact:	Training Captain	87,134	88,441	89,768
Notepar	Warrant Officer	70,531	71,589	72,663
	SRO	70,531	71,589	72,663

Detective Division

Yahoo A	Det Captain	87,134	88,441	89,768
	Det Lieutenant	82,946	84,190	85,453
Send Fe	Detective	74,681	75,801	76,938
	<u>Admin Captain</u>	90,620	91,979	93,359

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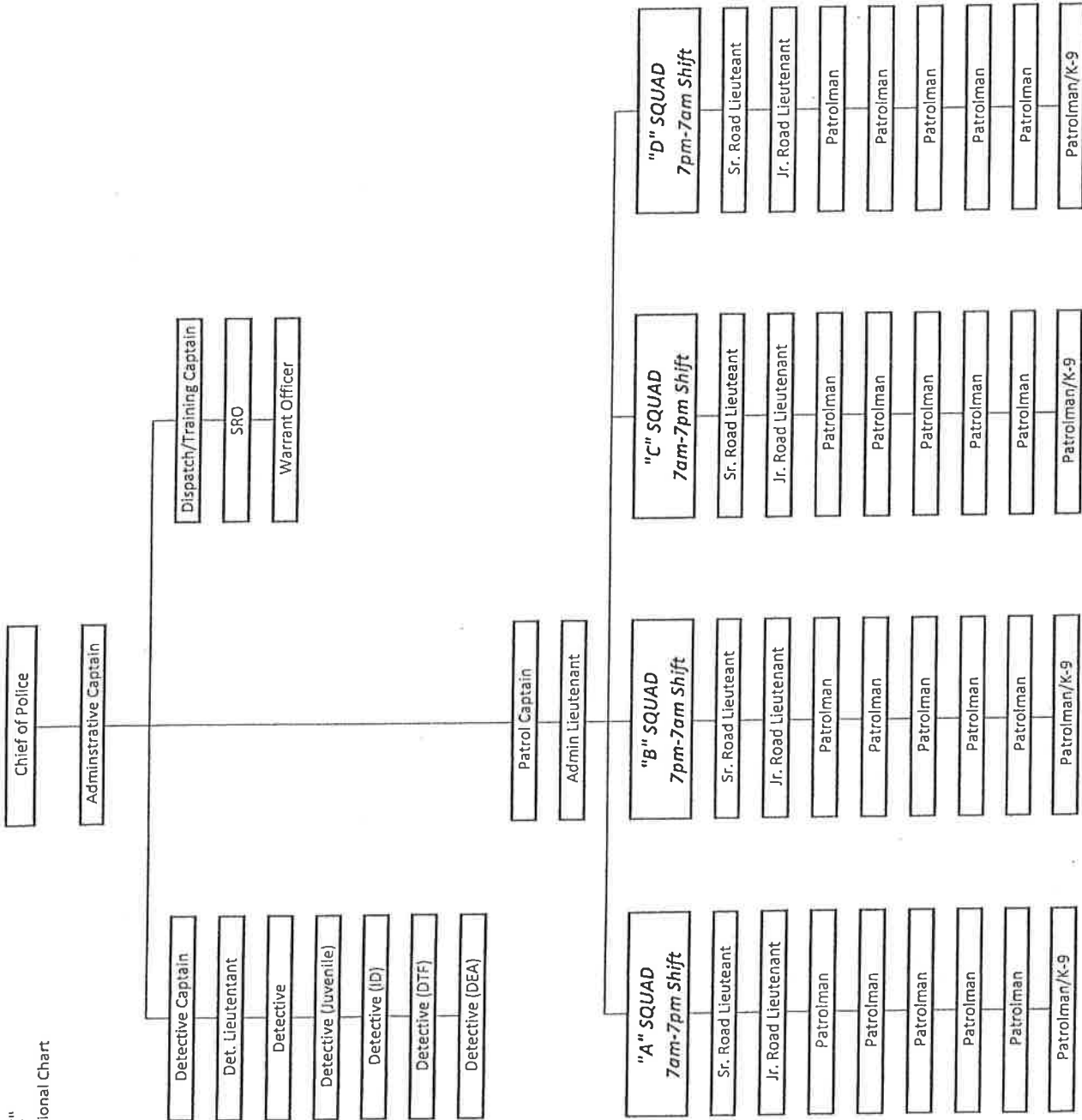
Appendix "D" Work Schedule

Sun	Mon	Tues	Wed	Thu	Fri	Sat
	WORK	WORK	OFF	OFF	WORK	WORK
WORK	OFF	OFF	WORK	WORK	OFF	OFF
OFF	WORK	WORK	OFF	OFF	WORK	WORK
WORK	OFF	OFF	WORK	1A WORK	OFF	OFF
OFF	The schedule will then Repeat itself.....					

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Appendix "E"
LPD Organizational Chart



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HICKORY CLUB RETIREMENT INCENTIVE

1. That the City of Lockport ("City") mindful of budgetary constraints and yet appreciative of the service provided by Scott Seekins ("Employee/Retiree") (DOB: 03/13/1962; Hire Date: 08/04/1983) hereby enters in this agreement with the Hickory Club PBA ("Hickory Club") and the "Employee/Retiree", to wit:
2. That the "Employee/Retiree" shall receive \$1,000.00 (One Thousand Dollars) for each year of service in the Lockport Police Department capped at \$30,000.00 (Thirty Thousand Dollars). Payment shall be made by January 23, 2014. To be eligible for this Incentive, compliance with all components of this Memorandum is required.
3. That the "Employee/Retiree" must file for service retirement to the New York State Police and Fire Retirement System by December 20, 2013. This Retirement Incentive Program terminates effective December 30, 2013. "Employee/Retiree" must immediately move from employment in the Lockport Police Department to enrollment in the New York State Retirement System no later December 31, 2013.
4. That "City" payment of contractually accrued paid leave time to begin effective the first pay period of January 2015, in equal percentage installments, over a period of three (3) to ten (10) years, at the choice of the "employee/retiree" participating in this limited Retirement Incentive Program. "Employee/Retiree" must select and choose the number of years such payment will be made, in writing, to the Lockport Chief of Police by June 1, 2014. If the "Employee/Retiree" dies prior to full Payment or receipts of all benefits listed above, the balance shall be paid according the pay schedule to the surviving spouse or Estate of the "Employee/Retiree".
5. That the legal spouse of the "employee/retiree", at the time of his retirement, will be entitled to "City" paid health, medical and drug prescription benefits upon the death of the said "employee/retiree" participating in this Retirement Incentive, contingent upon the legal spouse at the time of this writing, filing for and enrolling in Medicare upon reaching the qualifying age of sixty five (65) years of age. Medicare shall be the said spouse's primary medical coverage. Should the "employee/retiree" marry or remarry an individual after the effective date of his retirement, the new spouse is not entitled these medical benefits paid by the City of Lockport as outlined in this paragraph.

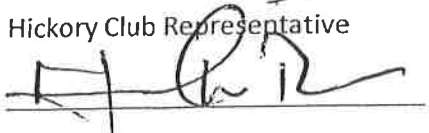
NOTE: These components are contained in the Memorandum of Agreement for the new Collective Bargaining Agreement executed by the Mayor, a Hickory Club Representative and the employee/retiree.



Scott Seekins, Employee/Retiree



Hickory Club Representative



Michael W. Tucker, Mayor

12-27-2013

DATE

12/27/13

DATE

12/27/13

DATE

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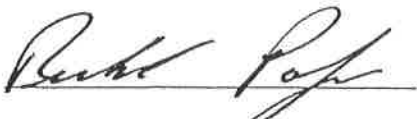
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HICKORY CLUB RETIREMENT INCENTIVE

1. That the City of Lockport ("City") mindful of budgetary constraints and yet appreciative of the service provided by Richard Podgers ("Employee/Retiree") (DOB: 10/23/1953; Hire Date: 01/28/1074) hereby enters in this agreement with the Hickory Club PBA ("Hickory Club") and the "Employee/Retiree", to wit:
2. That the "Employee/Retiree" shall receive \$1,000.00 (One Thousand Dollars) for each year of service in the Lockport Police Department capped at \$30,000.00 (Thirty Thousand Dollars). Payment shall be made by January 23, 2014. To be eligible for this Incentive, compliance with all components of this Memorandum is required.
3. That the "Employee/Retiree" must file for service retirement to the New York State Police and Fire Retirement System by December 20, 2013. This Retirement Incentive Program terminates effective December 30, 2013. "Employee/Retiree" must immediately move from employment in the Lockport Police Department to enrollment in the New York State Retirement System no later December 31, 2013.
4. That "City" payment of contractually accrued paid leave time to begin effective the first pay period of January 2015, in equal percentage installments, over a period of three (3) to ten (10) years, at the choice of the "employee/retiree" participating in this limited Retirement Incentive Program. "Employee/Retiree" must select and choose the number of years such payment will be made, in writing, to the Lockport Chief of Police by June 1, 2014. If the "Employee/Retiree" dies prior to full Payment or receipts of all benefits listed above, the balance shall be paid according the pay schedule to the surviving spouse or Estate of the "Employee/Retiree".
5. That the legal spouse of the "employee/retiree", at the time of his retirement, will be entitled to "City" paid health, medical and drug prescription benefits upon the death of the said "employee/retiree" participating in this Retirement Incentive, contingent upon the legal spouse at the time of this writing, filing for and enrolling in Medicare upon reaching the qualifying age of sixty five (65) years of age. Medicare shall be the said spouse's primary medical coverage. Should the "employee/retiree" marry or remarry an individual after the effective date of his retirement, the new spouse is not entitled these medical benefits paid by the City of Lockport as outlined in this paragraph.

NOTE: These components are contained in the Memorandum of Agreement for the new Collective Bargaining Agreement executed by the Mayor, a Hickory Club Representative and the employee/retiree.



Richard Podgers, Employee/Retiree

12-21-13


DATE



Hickory Club Representative

12/27/13

DATE



Michael W. Tucker, Mayor

12/27/13

DATE

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HICKORY CLUB RETIREMENT INCENTIVE

1. That the City of Lockport ("City") mindful of budgetary constraints and yet appreciative of the service provided by David Barrancotta ("Employee/Retiree") (DOB: 08/19/1958; Hire Date: 09/23/1980) hereby enters in this agreement with the Hickory Club PBA ("Hickory Club") and the "Employee/Retiree", to wit:

2. That the "Employee/Retiree" shall receive \$1,000.00 (One Thousand Dollars) for each year of service in the Lockport Police Department capped at \$30,000.00 (Thirty Thousand Dollars). Payment shall be made by January 23, 2014. To be eligible for this Incentive, compliance with all components of this Memorandum is required.

3. That the "Employee/Retiree" must file for service retirement to the New York State Police and Fire Retirement System by December 20, 2013. This Retirement Incentive Program terminates effective December 30, 2013. "Employee/Retiree" must immediately move from employment in the Lockport Police Department to enrollment in the New York State Retirement System no later December 31, 2013.

4. That "City" payment of contractually accrued paid leave time to begin effective the first pay period of January 2015, in equal percentage installments, over a period of three (3) to ten (10) years, at the choice of the "employee/retiree" participating in this limited Retirement Incentive Program. "Employee/Retiree" must select and choose the number of years such payment will be made, in writing, to the Lockport Chief of Police by June 1, 2014. If the "Employee/Retiree" dies prior to full Payment or receipts of all benefits listed above, the balance shall be paid according to the pay schedule to the surviving spouse or Estate of the "Employee/Retiree".

5. That the legal spouse of the "employee/retiree", at the time of his retirement, will be entitled to "City" paid health, medical and drug prescription benefits upon the death of the said "employee/retiree" participating in this Retirement Incentive, contingent upon the legal spouse at the time of this writing, filing for and enrolling in Medicare upon reaching the qualifying age of sixty five (65) years of age. Medicare shall be the said spouse's primary medical coverage. Should the "employee/retiree" marry or remarry an individual after the effective date of his retirement, the new spouse is not entitled these medical benefits paid by the City of Lockport as outlined in this paragraph.

NOTE: These components are contained in the Memorandum of Agreement for the new Collective Bargaining Agreement executed by the Mayor, a Hickory Club Representative and the employee/retiree.



David Barrancotta, Employee/Retiree

12/27/13

DATE



Hickory Club Representative

12/27/13

DATE



Michael W. Tucker, Mayor

12/27/13

DATE



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HICKORY CLUB HEALTHCARE RETIREMENT CONTRACT

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1. The City of Lockport ("City") and the Hickory Club PBA("Hickory Club")hereby enter into this agreement with:_____(Employee name)_____, date of birth _____ and date of hire _____, an "Active Employee/Retiree" as the term is used hereinafter.
2. This Agreement is hereby incorporated and made a part of the 2013-2023 CBA between the City and the Hickory Club.
3. The City shall maintain, preserve and pay 100% of the cost for healthcare benefits for the Active Employee/Retiree, for the remainder of his/her employment with the City of Lockport Police Department.
4. Upon the Active Employee's/Retiree's retirement, the City shall continue to maintain, preserve and pay 100% of the cost for his/her unreduced healthcare benefits until the retiree's death.
5. The Employee/Retiree will be responsible to pay for all co-pays and deductibles outlined in Article 23 Healthcare Benefits in the 2013-2023 CBA.
6. All healthcare benefits provided by the City to the Active Employee/Retiree under this Agreement, for the remainder of his/her employment with the City of Lockport Police Department, shall be equal to or better than the healthcare benefits defined in Article 23: Healthcare Benefits of the 2013-2023 CBA between the City and Hickory Club.
7. The City shall pay the full cost of all healthcare benefits provided under this Agreement, and there shall absolutely be no cost to the active employee/retiree whatsoever, except as provided in Article 23: Healthcare Benefits of the 2013-2023 CBA.
8. The Active Employee/Retiree shall be entitled to an HRA/RHRA account in the amount described in Article 23: Healthcare Benefits, Subsection 23.10 HRA Account of the 2013-2023 CBA between the City and Hickory Club.
9. A copy of the 2013-2023 CBA has been attached herein, incorporated and made part of this contract between the City, Hickory Club and the Active Employee/Retiree.
10. A copy of the City of Lockport Police Department's official seniority list has also been attached herein indicating the Active Employee's/Retiree's official hiring date.

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11. If at any time the City fails to provide the benefits promised to the Active Employee/Retiree as required by this agreement and Article 23: Healthcare Benefits of the incorporated 2013-2023 CBA, then the City shall also be liable to the Active Employee/Retiree for any and all costs associated with providing the required healthcare benefits, including but not limited to:
 - a. Increased co-pays;
 - b. Invoices for procedures or prescriptions which are not covered under the inferior benefits provided by the City;
 - c. Costs incurred to reinstate the benefits provided in this agreement and Article 23: Healthcare Benefits of the 2013-2023 CBA, including but not limited to healthcare premiums, attorneys' fees, court costs, interest, etc.
12. All the parties to this agreement expressly rely upon the other parties' agreement, promise and warrantee not to change any provision of this Agreement or the healthcare benefits provided to the Active Employee/Retiree from the date of this Agreement and the incorporated CBA and for the duration of the Active Employee's/Retiree's lifetime under Article 23 and that it is a vested right.
13. This Agreement supersedes all other agreements concerning the provision of healthcare benefits between the parties.
14. All parties contributed to the drafting of this agreement and no rule of construction interpreting an instrument as against a party who unilaterally drafts it shall apply.

Paul Zapp, Hickory Club President

Active Employee/Retiree

Anne McCaffrey, Mayor

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ARTICLE 23: HEALTHCARE BENEFITS

23.1 HOSPITAL AND MEDICAL CARE BENEFITS

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[Signature]

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1. For purposes of this Agreement, the definition of the term "active employee (s)" shall include any Police Officer who is on the payroll including, but not limited to, those employees on paid leave of absence.
 2. The definition of the term "retiree(s)" shall include any Police Officer that from this date forward, retires from employment with the City of Lockport.
 3. The "core" medical insurance plan shall be the POS 201/POS 201 Plus with the \$5.00 Formulary RX coverage.
 4. The City of Lockport agrees to pay the full cost of all referenced medical insurance benefits, as follows:

23.2 ACTIVE EMPLOYEES

The parties hereto agree that there shall be provided to each active employee, family or single medical insurance benefits fully paid by the City of Lockport. Active employees shall have a choice of the following medical plans as follows:

- Option One - POS 201 or POS 201 Plus with \$5.00 RX co-pay
- Option Two - POS 201 or POS 201 Plus with \$7/\$15/\$35 RX co-pay
- Option Three - POS 203 or POS 203 Plus with HRA 105 Account
- Option Four - POS 204 or POS 204 Plus with HRA 105 Account

Benefit summaries for these plans are as outlined in the attachments and are part of this agreement.

The employee shall have the opportunity to switch options during the annual open enrollment period each year.

23.3 NEW HIRES 201 \$7/\$15/\$35 203 and 204 PLAN

Any Police Officer, hired after the ratification of this agreement will be required to enroll into the POS 201 \$7/\$15/\$35, POS 203 or POS 204 plans and have that plan paid for in full by the City of Lockport. Upon completion of three consecutive years of service the employee will be eligible for any plan as listed in the active employees section of this agreement.

23.4 RETIREES

All Police Officers retiring under this agreement shall have the option of single, double or family medical coverage, paid for in full, by the City of Lockport. All Police Officer retirees shall be entitled to membership in the City of Lockport health Insurance Plan as outlined in this agreement or in a plan that offers equal to or better healthcare coverage benefits, at no cost to the retiree, for the life of the retiree.

The right to health insurance in retirement is a vested right. This right becomes valid on the date of retirement.

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The Police Officers retiring under this agreement shall have the opportunity to switch options during the annual open enrollment period each year. The open enrollment period shall be held during the month of October each year. In the event that the Hickory Club and the City agree to an alternate date for the open enrollment period, the City shall notify all retirees via U.S. mail at least ten (10) days prior to the alternate open enrollment period.

In addition, any retiree that had previously opted out of the Medical Benefits program and received the lump-sum annual buy-out may at any time, opt to receive the Medical Benefits listed in this agreement.

All retired Police Officers shall have the opportunity to switch options during the annual open enrollment period each year.

Retired Police Officers shall have the option of single, double or family medical coverage fully paid by the City of Lockport, as follows:

23.5 RETIREES LIVING WITHIN THE 8 COUNTIES OF WNY

1. NOT Medicare Eligible, Living within the 8 Counties of WNY

All employees, NOT Medicare eligible, retiring under this agreement and living within the eight (8) counties of WNY may enroll in the following BC/BS of WNY insurance plans:

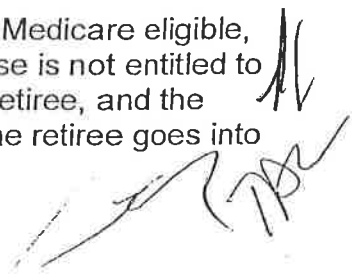
- Option One POS 201 or 201 Plus w/\$5 co-pay
- Option Two POS 201 or 201 Plus w/\$7/15/\$35 RX
- Option Three POS 203 or 203 Plus w/ HRA 105 Account
- Option Four POS 204 or 204 Plus w/ HRA 105 Account

2. Medicare Eligible Living within the 8 WNY Counties

All employees who retire under this agreement and the retirees spouse, who become Medicare eligible, living within the eight (8) counties of WNY may enroll in the BC/BS of WNY Medicare Advantage plan 799 \$5/\$5/\$5/\$5 with the City of Lockport reimbursing the retiree and their spouses Part B premium in full.

In the event that the retiree or their spouse has not become Medicare eligible, he or she shall remain enrolled in one of the current POS plans of their choosing at a single rate until he or she becomes Medicare Eligible, at which time the retiree or spouse will enroll in BC/BS of WNY Medicare Advantage plan 799 \$5/\$5/\$5/\$5, with the City of Lockport reimbursing the retiree and/or their spouses Part B premium in full.

When a retiree becomes Medicare eligible and the retiree's spouse is not Medicare eligible, the spouse shall enroll in the POS single plan of his/her choice. The spouse is not entitled to the HRA. However, if the spouse becomes Medicare eligible, before the retiree, and the spouse enrolls in the BC/BS of WNY Medicare Advantage plan 799 and the retiree goes into



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the POS single plan of his/her choice, the retiree shall be entitled to the difference between the core POS 201 \$5 plan and the single plan the retiree elects, in the form of an HRA.

If a retiree becomes Medicare eligible and has legal dependants, that retiree shall have the right to maintain BC/BS POS 201, 203, 204 family plan with a HRA until such time as the dependent(s) are no longer eligible for healthcare coverage under this agreement, at which time the retiree will enroll in the BC/BS of WNY Medicare Advantage plan 799.

23.6 RETIREES LIVING OUTSIDE 8 COUNTIES OF WNY

1. NOT Medicare Eligible. Living Outside the 8 WNY Counties

All employees, not Medicare eligible, retiring under this agreement, living outside the eight (8) counties of WNY shall be enrolled in the BC/BS PPO 812 plan.

2. Medicare Eligible Living Outside the 8 WNY Counties

All employees who retire under this agreement and the retiree's spouse, who become Medicare eligible, living outside the eight (8) counties of WNY will enroll in the BC/BS of WNY 2009 Traditional Blue Medicare PPO 799 Out of Area Plan \$1/\$1/\$1/\$1 plan with the City of Lockport reimbursing the retiree and their spouses Part B premium in full.

If the retiree becomes Medicare eligible and the retiree's spouse is not Medicare eligible, the spouse shall enroll in the single BC/BS PPO 812 plan. If the spouse is Medicare eligible and the retiree is not Medicare eligible, then the retiree shall be enrolled in the single BC/BS PPO 812 plan.

If the employee retiring under this agreement becomes Medicare eligible and has legal dependants, the retiree will have the right to maintain BC/BS PPO 812 family plan until such time as the dependent(s) are no longer eligible for healthcare coverage under this agreement. At such time the retiree shall be enrolled in the BC/BS of WNY 2009 Traditional Blue Medicare PPO 799 Out of Area Plan.

The PPO 812 will be available only to those retired employees who reside in an area outside the eight Western New York counties currently served by the Blue Cross/Blue Shield POS plans listed above for more than 180 days in a calendar year.

Any retiree who chooses to relocate outside the eight Western New York Counties served by the POS plans any time during their retirement can opt into the PPO 812 National plan.

Benefit summaries for these plans are as outlined in the attachments and are part of this agreement.

3. Residency

All retirees participating in the PPO 812 National Plan may be required to submit to the City of Lockport proof of their residency outside the POS Plan coverage area. Acceptable proof of residency will be any one of the following:

