

Special

Rotterdam Town Board Meeting

May 3, 2017

5:30 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SUPERVISOR'S REPORT

PROCLAMATION/PRESENTATIONS

PUBLIC HEARING

PUBLIC COMMENT/PRIVILEGE OF THE FLOOR:

(Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in the order of their signing in. Persons recognized by the Chair to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as Chair of the meeting. Persons granted the privilege of the floor shall first clearly state his/her name and address for the record. Persons so addressing the Chair through the use of a prepared written statement shall submit a copy of the same to the Town Clerk for the purpose of maintaining clear and accurate official minutes of the Town Board meeting.)

General Rules of Procedure for Public Hearings & Privilege of the Floor:

Any person recognized by the Town Supervisor to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as Chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and address for the record. The purpose of privilege of the floor shall be for speakers to express their views, thoughts and speak freely. Each speaker, who wishes to address the Town Board and the public, shall have an equal and reasonable opportunity to be heard by the Town Board and the public. Each speaker shall be afforded a maximum of four (4) minutes to address the Town Board and public.

ORDERS

INTRODUCTION OF RESOLUTIONS AND MOTIONS:

136.17 Authorize the Supervisor to sign the negotiated employment memorandum of agreement and collective bargaining agreement between the Town of Rotterdam and the Rotterdam Patrolmen's Benevolent Association, Inc., for a five (5) year period, commencing January 1, 2016 through and including December 31, 2020.

COMMITTEE REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

STEVEN A. TOMMASONE, Supervisor

RESOLUTION NO. 136.17

Whereas, Rotterdam Patrolmen’s Benevolent Association, Inc., previously entered into a collective bargaining agreement on January 1, 2011; and

Whereas, the 2011 Collective Bargaining Agreement, III, entitled “Association Recognition”, Section 2, details the agreement began on January 1, 2011 and continued through December 31, 2015 or until a new agreement is reached; and

Whereas, the Town of Rotterdam and Rotterdam Patrolmen’s Benevolent Association, Inc. have engaged in productive, continuous negotiations and through this process have reached a new agreement regarding the terms and conditions of employment, in the form of a written amendment to be incorporated into the existing collective bargaining agreement; and

Whereas, upon ratification on April 28, 2017, by the Rotterdam Patrolmen’s Benevolent Association membership of the Rotterdam unit, the Town of Rotterdam now seeks to finalize this agreement; **NOW**

THEREFORE, UPON MOTION of Councilmember _____,
seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Supervisor is hereby authorized to execute a memorandum of agreement with the Rotterdam Patrolmen’s Benevolent Association, Inc., for a five (5) year period commencing January 1, 2016 through and December 31, 2020.

SECTION 2. The Supervisor is hereby authorized to execute a collective bargaining agreement with Rotterdam Patrolmen’s Benevolent Association, Inc. for a five (5) year period commencing January 1, 2016 through and December 31, 2020.

SECTION 3. This resolution shall become effective May 3, 2017.

DATED: May 3, 2017

| NAME | AYES | NOES | ABSTAIN |
|----------------|-------------|-------------|----------------|
| Christou | | | |
| Larmour | | | |
| Miller-Herrera | | | |
| Villano | | | |
| Tommasone | | | |

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE TOWN OF ROTTERDAM

AND

**THE ROTTERDAM PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.**

The Town of Rotterdam ("Town") and the Rotterdam Patrolmen's Benevolent Association, Inc. ("PBA") are parties to a Collective Bargaining Agreement with a stated term of January 1, 2011 through December 31, 2015 ("Collective Bargaining Agreement"). Subject to ratification by the PBA and approval by the Town Board, the parties hereby agree to modify the Collective Bargaining Agreement as follows:

1. The term of this Agreement shall be January 1, 2016 through December 31, 2020.
2. ARTICLE XV, Section 1 shall be modified to reflect salary increases as follows:
 - A. Effective January 1, 2016: 2%
 - B. Effective January 1, 2017: 2%
 - C. Effective January 1, 2018: 2%
 - D. Effective January 1, 2019: 2%
 - E. Effective January 1, 2020: 2%

All salary increases shall be fully retroactive to January 1, 2016 for all calculation purposes. However, the increases effective January 1, 2016 and January 1, 2017 shall not apply to the "Patrolman 6th" salary.

3. Effective June 1, 2017, the "Patrolman 6th" salary shall be reduced to \$41,000.00 for anyone hired on or after June 1, 2017.

4. Modify ARTICLE XVIII, Section 2, Medical-Dental, by changing the current paragraph E to paragraph F and adding a new paragraph E as follows:

Each EMPLOYEE hired on or after January 1, 2017 shall contribute fifteen percent (15%) of his/her annual medical and dental insurance premium costs while he/she is an EMPLOYEE and upon retirement.

Paragraph D shall be modified by changing “June 13, 2013” to “June 13, 2013 and before January 1, 2017.”

5. Effective January 1, 2018, Article XV, Section 2, Subpart A shall be deleted and replaced with the following:

EMPLOYEES shall be entitled to longevity pay as follows:

| | |
|---------------------------------------|---------------------------|
| EMPLOYEES with 4-10 years of service | \$225 per year of service |
| EMPLOYEES with 11-19 years of service | \$250 per year of service |
| EMPLOYEES with 20+ years of service | \$275 per year of service |

The longevity amount shall be capped at the twenty-five (25) years of service level for those with twenty-six (26) years of service and above.

6. Effective January 1, 2018, ARTICLE X, Section 1, Vacation Leave shall be amended by deleting paragraph E.

7. ARTICLE XVIII, General Municipal Law, Section 207-c, paragraph H, Miscellaneous shall be amended by adding a new paragraph 3 as follows:

(3) A MEMBER shall continue to accrue all leave time provided to active MEMBERS while he/she is on leave pursuant to GML 207-c. However, a MEMBER who is on GML 207-c leave and unable to perform full duty for a period of time in excess of ninety (90) consecutive days shall cease accruing sick, personal and vacation time until such time as he/she returns to full duty or is assigned to light duty. Notwithstanding the foregoing, for the entire period of time that a MEMBER is on GML 207-c leave, he/she shall retain and be entitled to health insurance (including a prescription drug plan), medical benefits, dental benefits, vision benefits and all other benefits provided under ARTICLE XVIII pursuant to the same terms and conditions as if he/she were on active duty.

8. ARTICLE XXIX, Grievance Procedure shall be modified as follows:

Delete the language of the current Section 4 and replace it with the following:

A. The failure to process any GRIEVANCE in accordance with the time limit heretofore stated for any step shall constitute a

contractual bar to processing a claimed GRIEVANCE and it shall be deemed waived and abandoned.

- B. A GRIEVANCE deemed waived or abandoned pursuant to paragraph A above shall not be a binding precedent to the granting or denial of any other GRIEVANCE.
- C. Failure of the designated employer representative to respond to a GRIEVANCE in the manner prescribed within the time limited stated, at any step, shall entitle the grievant to proceed to the next step. However, such failure to respond shall not start the time running within which the grievant must proceed to the next step.

9. Effective July 1, 2017, EMPLOYEES and their dependents and Retirees and their dependents shall be offered a voluntary vision plan through Empire Blue View Vision (BVV B3) with benefits as reflected in the Summary Plan Description which is annexed hereto, made a part hereof and incorporated herein by reference as **Exhibit "A"**. (A copy of the document which is attached hereto as **Exhibit "A"** will be attached to the Collective Bargaining Agreement as **APPENDIX "B"**). The EMPLOYER shall pay fifty percent (50%) of the vision premium and the EMPLOYEE shall pay fifty percent (50%) of the vision premium. Retirees shall pay one hundred percent (100%) of the vision premium.

10. Except as modified herein, all language and terms of the Collective Bargaining Agreement and any other agreements between the parties shall continue unchanged and are incorporated herein by reference.

Agreed to this 26th day of April, 2017.

**ROTTERDAM PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.**

TOWN OF ROTTERDAM

By: Michael E. Caffarella
Michael Caffarella,
President

By: Steven Tommasone
Steven Tommasone,
Town Supervisor

EXHIBIT "A"

April 1, 2017 to June 30, 2017 Effective Date
 Voluntary Vision Plan Comparison

Town of Rotterdam - Empire Options



| | Size 5-50 Option 1 | | Size 5-50 Option 2 | | Size 5-50 Option 3 | |
|----------------------------------|---|--|---|--|---|--|
| Carrier | Empire | | Empire | | Empire | |
| Plan Name | BVV B2 | | BVV B3 | | BVV B4 | |
| Benefits | In Network | Out of Network Allowance / Reimbursement | In Network | Out of Network Allowance / Reimbursement | In Network | Out of Network Allowance / Reimbursement |
| Frequency of Services | | | | | | |
| Exams | 12 Months | | 12 Months | | 12 Months | |
| Lenses | 12 Months | | 12 Months | | 12 Months | |
| Frames | 24 Months | | 24 Months | | 24 Months | |
| Contact Lenses | 12 Months | | 12 Months | | 12 Months | |
| Overview of Benefits | | | | | | |
| Exam Copay | \$10 | \$42 | \$10 | \$42 | \$20 | \$42 |
| Frames | \$100 Allowance, then 20% off balance | \$45 | \$130 Allowance, then 20% off balance | \$45 | \$130 Allowance, then 20% off balance | \$45 |
| Lenses | | | | | | |
| Single Vision | \$20 | \$40 | \$20 | \$40 | \$20 | \$40 |
| Lined Bifocal | \$20 | \$60 | \$20 | \$60 | \$20 | \$60 |
| Lined Trifocal | \$20 | \$80 | \$20 | \$80 | \$20 | \$80 |
| Contact Lens Copay | | | | | | |
| Medically Necessary | Covered in Full | \$210 | Covered in Full | \$210 | Covered in Full | \$210 |
| Elective | \$100 Allowance, Conventional: 15% off balance over | \$92 | \$130 Allowance, Conventional: 15% off balance over | \$92 | \$130 Allowance, Conventional: 15% off balance over | \$92 |
| Dependent/Student Age | 26/26 | | 26/26 | | 26/26 | |
| Participation Requirement | 5 Enrolled | | 5 Enrolled | | 5 Enrolled | |
| Network | Blue View | | Blue View | | Blue View | |
| Vision Monthly Rates | Count | | | | | |
| Employee | 1 | \$5.84 | \$6.64 | \$6.26 | | |
| Employee/Spouse | 1 | \$11.68 | \$13.28 | \$12.52 | | |
| Employee/Child(ren) | 1 | \$9.46 | \$10.76 | \$10.14 | | |
| Family | 1 | \$16.64 | \$18.92 | \$17.84 | | |
| Estimated Monthly Premium | | | | | | |
| Estimated Annual Premium | | | | | | |

| | | | |
|---------------------------|-------------|-------------|-------------|
| Underwriting Notes | 12 Month RG | 12 Month RG | 12 Month RG |
|---------------------------|-------------|-------------|-------------|