



**AGREEMENT**

**between**

**TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK**

**and**

**CHEEKTOWAGA POLICE CLUB, INC.**

**January 1, 2024 - December 31, 2026**

**TABLE OF CONTENTS**

**ARTICLE I ..... 1**  
SECTION 1.01 - PURPOSE OF AGREEMENT ..... 1  
SECTION 1.02 - APPLICABLE LAW ..... 1  
SECTION 1.03 - LEGISLATIVE REQUIREMENTS ..... 1  
**ARTICLE II ..... 1**  
SECTION 2.01 - RECOGNITION ..... 1  
**ARTICLE III ..... 2**  
SECTION 3.01 - DUES CHECK OFF ..... 2  
SECTION 3.02 - NEW JOB CLASSIFICATIONS ..... 3  
SECTION 3.03 - NON-COMPETITIVE JOB CLASSIFICATIONS ..... 3  
SECTION 3.04 - MOVEMENT OF DETECTIVES ..... 5  
SECTION 3.05 - FILLING OF VACANCIES ..... 5  
SECTION 3.06 - ASSIGNMENTS ..... 6  
SECTION 3.07 - SERGEANTS ..... 6  
**ARTICLE IV ..... 6**  
SECTION 4.01 - UNIFORM ALLOWANCE ..... 6  
**ARTICLE V ..... 7**  
SECTION 5.01 - SENIORITY ..... 7  
SECTION 5.02 - SHIFT PREFERENCE ..... 7  
**ARTICLE VI ..... 8**  
SECTION 6.01 - SALARIES ..... 8  
SECTION 6.02 - LONGEVITY ..... 9  
SECTION 6.03 - RATE OF PAY ..... 10  
SECTION 6.04 - OVERTIME ..... 10  
SECTION 6.05 - OUT OF RANK ..... 11  
SECTION 6.06 - WAIVER ..... 11  
SECTION 6.07 - CALL-IN ..... 12  
SECTION 6.08 - K-9 OFFICERS ..... 13  
SECTION 6.09 - OFF DUTY ARRESTS ..... 14  
SECTION 6.10 - EDUCATION INCENTIVE PAY ..... 14  
SECTION 6.11 - TRAINING INCENTIVE PAY ..... 14  
SECTION 6.12 - STAFF/SERGEANT/F.T.O./S.E.Q.R. MEETINGS ..... 15  
SECTION 6.13 - COMMUNITY SERVICE OFFICERS ..... 15

SECTION 6.14 - TACTICAL TRAINING SERGEANT .....	15
SECTION 6.15 - FIELD TRAINING OFFICER .....	15
SECTION 6.16 - ARSON INVESTIGATOR .....	15
SECTION 6.17 - D.A.R.E. OFFICERS .....	16
SECTION 6.18 - COMMUNITY EDUCATION OFFICER .....	16
SECTION 6.19 - PAYROLL OFFICER .....	16
SECTION 6.20 - SRO OFFICER.....	16
<b>ARTICLE VII .....</b>	<b>16</b>
SECTION 7.01 - WORK DAY AND WORK WEEK .....	16
SECTION 7.02 - INTERRUPTED LUNCH .....	17
SECTION 7.03 - SPECIAL LUNCH LEAVE .....	17
<b>ARTICLE VIII .....</b>	<b>18</b>
SECTION 8.01 - COURT PAY .....	18
<b>ARTICLE IX .....</b>	<b>18</b>
SECTION 9.01 - HOLIDAYS .....	18
SECTION 9.02 - REDEMPTION OF ACCUMULATED TIME .....	19
<b>ARTICLE X .....</b>	<b>20</b>
SECTION 10.01 - VACATIONS .....	20
SECTION 10.02 - UNUSED VACATION .....	20
SECTION 10.03 - VACATION PAY ADVANCE .....	22
<b>ARTICLE XI .....</b>	<b>22</b>
SECTION 11.01 - BEREAVEMENT LEAVE .....	22
<b>ARTICLE XII .....</b>	<b>22</b>
SECTION 12.01 - PERSONAL LEAVE .....	22
SECTION 12.02 - PROBATIONARY POLICE OFFICERS .....	23
SECTION 12.03 - AUTHORIZED LEAVE .....	23
<b>ARTICLE XIII .....</b>	<b>24</b>
SECTION 13.01 - SICK LEAVE .....	24
SECTION 13.02 - NOTIFICATION .....	25
SECTION 13.03 - SICK BANK .....	25
SECTION 13.04 - WORKER'S COMPENSATION BENEFITS .....	25
SECTION 13.05 - SICK LEAVE RECORDS .....	25
SECTION 13.06 - ILLNESS OF FAMILY MEMBERS .....	25
SECTION 13.07 - SICK LEAVE UPON TERMINATION .....	25
<b>ARTICLE XIV .....</b>	<b>26</b>
SECTION 14.01 - EXPENSES .....	26
<b>ARTICLE XV .....</b>	<b>26</b>
SECTION 15.01 - LIFE INSURANCE .....	26
SECTION 15.02 - HEALTH INSURANCE .....	26
SECTION 15.03 - INDEMNIFICATION .....	30
<b>ARTICLE XVI .....</b>	<b>30</b>
SECTION 16.01 - RETIREMENT BENEFITS .....	30
SECTION 16.02 - REDEMPTION OF TIME UPON RETIREMENT .....	31

<b>ARTICLE XVII</b> .....	<b>32</b>
SECTION 17.01 - CLUB REPRESENTATIVES .....	32
SECTION 17.02 - CLUB OFFICE .....	33
<b>ARTICLE XVIII</b> .....	
<b>31</b>	
SECTION 18.01 - DISCIPLINARY ACTIONS.....	33
SECTION 18.02 - RECORD OF COMPLAINTS .....	33
SECTION 18.03 - SUBSTANCE OF COMPLAINTS .....	33
<b>ARTICLE XIX</b> .....	<b>33</b>
SECTION 19.01 - IN-SERVICE TRAINING .....	33
SECTION 19.02 - TUITION .....	34
SECTION 19.03 - PROMOTIONAL EXAMS/SCENARIO EXERCISE .....	35
SECTION 19.04 - TABLE OF ORGANIZATION .....	35
<b>ARTICLE XX</b> .....	<b>35</b>
SECTION 20.01 - BULLETIN BOARD .....	35
SECTION 20.02 - MEETING ROOM .....	35
SECTION 20.03 - FUND RAISING .....	35
SECTION 20.04 - SAFETY.....	36
SECTION 20.05 - VEHICLE MAINTENANCE .....	36
<b>ARTICLE XXI</b> .....	<b>36</b>
SECTION 21.01 - GRIEVANCE PROCEDURE .....	36
SECTION 21.02 - GRIEVANCE COMMITTEE .....	37
SECTION 21.03 - EXTENSIONS .....	37
<b>ARTICLE XXII</b> .....	<b>37</b>
SECTION 22.01 - BILL OF RIGHTS .....	37
SECTION 22.02 - TIME OF INTERROGATION .....	38
SECTION 22.03 - IDENTIFICATION OF INVESTIGATING OFFICERS .....	38
SECTION 22.04 - INFORMATION REGARDING INVESTIGATION .....	38
SECTION 22.05 - LENGTH OF INTERROGATION .....	38
SECTION 22.06 - COERCION .....	38
SECTION 22.07 - RIGHT TO COUNSEL .....	38
SECTION 22.08 - RECORDING OF INTERROGATION .....	39
SECTION 22.09 - ADVICE OF CONSTITUTIONAL RIGHTS .....	39
SECTION 22.10 - FURNISHING OF COPIES .....	39
SECTION 22.11 - POLYGRAPH .....	39
SECTION 22.12 - NON-WAIVER OF CONSTITUTIONAL RIGHTS .....	39
SECTION 22.13 - DISCIPLINARY ACTION .....	39
SECTION 22.14 - VIDEO/AUDIO TAPES .....	40
SECTION 22.15 - DRUG TESTING .....	40
<b>ARTICLE XXIII</b> .....	<b>40</b>
SECTION 23.01 - LEAVE OF ABSENCE .....	40
SECTION 23.02 - NON-DISCRIMINATION .....	40
SECTION 23.03 - PAYROLL .....	40
SECTION 23.04 - RESIDENCY .....	40

**ARTICLE XXIV..... 41**

    SECTION 24.01 - MANAGEMENT RIGHTS ..... 41

    SECTION 24.02 - CONSTITUTIONAL RIGHTS ..... 41

    SECTION 24.03 - PROFESSIONAL CONDUCT ..... 41

    SECTION 24.04 - TERMS OF AGREEMENT ..... 41

    SECTION 24.05 - RENEWAL OF AGREEMENT ..... 41

    SECTION 24.06 - PAST PRACTICE ..... 41

    SECTION 24.07 - ENTIRE AGREEMENT ..... 42

**IN WITNESS WHEREOF ..... 42**

**APPENDIX "A" ..... 43**

**APPENDIX "B" - HEALTH INSURANCE ..... 44**

**APPENDIX "C" - DENTAL INSURANCE..... 46**

**THIS AGREEMENT** is entered into by and between the **TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK**, hereinafter referred to as the "Town" and the **TOWN OF CHEEKTOWAGA POLICE CLUB, INC.**, hereinafter referred to as the "Club" or "Union."

## **ARTICLE I**

### **SECTION 1.01 - PURPOSE OF AGREEMENT**

- (a) The parties hereto desire to provide, through this Agreement, methods for orderly collective bargaining between the Town and the Club; to secure prompt and equitable disposition of grievances that may arise; to establish fair wages, fringe benefits and working conditions for police personnel in the negotiating unit; and to promote, to the highest degree, efficiency in providing service to the public.
- (b) In consideration of the mutual covenants and agreements herein contained, the Town and the Club, through their authorized representatives, agree as follows:

### **SECTION 1.02 - APPLICABLE LAW**

This Agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act and is governed by the provisions of the New York State Law and also non-conflicting local laws of the Town.

### **SECTION 1.03 - LEGISLATIVE REQUIREMENTS**

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

## **ARTICLE II**

### **SECTION 2.01 - RECOGNITION**

- (a) The Town recognizes the Club as the sole and exclusive representative and collective bargaining agent for all police personnel in the negotiating unit who are hereinafter referred to individually, as "police officer" and collectively as "police officers."

(b) The negotiating unit is defined as all police officers employed by the Town of Cheektowaga, New York pursuant to the New York State Civil Service Law, excepting police officers holding the rank of Chief of Police, Assistant Chief of Police, Captain or Lieutenant.

(c) This recognition shall extend for the maximum period of time allowed by law and until the expiration of this Agreement, according to its terms. The Town shall not negotiate, during this Agreement, with any organization, on behalf of the police officers, defined herein, other than the Club and, unless notified by the Town, the Club will undertake to negotiate and represent the same unit for a successive agreement.

(d) The Town agrees to employ only civil service police officers to do police work, in any capacity, except routine clerical work, now being performed by clerks in the Town. The Town agrees that it will not enter into any private contracts that eliminate police connected services or work now being performed by members of the police department, except as hereinafter set forth.<sup>1</sup>

(e) The Town reserves the right to negotiate with the Club the implementation of civilian bailiffs.

### ARTICLE III

#### SECTION 3.01 - DUES CHECK OFF

(a) Upon written authorization from a police officer, on a form provided by the Club, the Town will deduct from the salary of such police officer, on a weekly basis, membership dues as the police officer may specify, and the Town will transmit said sums promptly to the Club within five (5) days from the end of each month.

(b) The Town agrees to deduct from the wage or salary of police officers, represented by the Club, who are not members of the Club, an amount equivalent to the dues levied by the Club on its members, and such sum shall be transmitted by the Town to the President or Treasurer of the Club.

(c) The Club, pursuant to such deductions, hereby affirms that it has established and will maintain a procedure providing for the refund of any non-member police officer demanding the return of any part of such agency fee deduction which represents his pro rata share of the expenditures by the Club in aid of activities or causes of a political or ideological nature, only incidentally related to terms and conditions of employment.

---

<sup>1</sup> See Appendix "A"

## SECTION 3.02 - NEW JOB CLASSIFICATIONS

The Town agrees that in the event it establishes any new classifications, recognized within the negotiating unit, the Town will furnish the Club with the new job description and will confer and negotiate with the Club the basic annual salaries for each such position.

## SECTION 3.03 - NON-COMPETITIVE JOB CLASSIFICATIONS

(a) In the event the Town decides to fill a vacancy, failing under this Section, assignment shall be made by the Town from the five (5) most senior officers, requesting assignment and providing that the officer(s) involved is (are) qualified as determined by the Town.

(1) A non-competitive job classification is defined as the assignment to duties not ordinarily performed by patrol officers and patrol sergeants, within the Department, on a regular or routine basis.

(2) When a vacancy exists in a non-competitive job classification or a temporary assignment as Detective, Juvenile Detective, VGN Detective, SIU Detective, Sexual Assault Detective, Fire and Arson Detective, Warrant Service Detective, Crime Scene and Evidence Team Assignments, SWAT Officer, K-9 Officer, Field Training Officer, Range Officer, Tactical Training Sergeant, Traffic Unit Officer, D.A.R.E. Officer, Community Education Officer, CPS Records Sergeant, patrol school liaison officer/sergeant or Patrol Sergeant, notice of the existence of such vacancy shall be conspicuously posted on a bulletin board in the police station for a period of twenty (20) days and officers of qualified rank may affix their name thereto, indicating their desire to be considered for the filing of such vacancies.

(3) Officers who elect and are assigned to a non-competitive job as defined in this Section shall remain in such position for a period of twelve (12) months. Assignment to such position shall begin and end on the first Monday in May and/or the first Monday in November, each year.

(a) Officers, who are assigned to such positions based upon inverse seniority, will remain in the positions for a six month period. Beginning and ending as stated above.

(b) Notice of vacancy of such position shall be posted on March 15<sup>th</sup> and September 15<sup>th</sup> and filled in accordance with this section.

(c) Notice of appointment to such position shall be posted at least fifteen (15) days before the scheduled schedule change.

(d) Assignments to such positions, after the first Monday in May and before October 31<sup>st</sup> shall terminate on the first Monday in November and assignment to such positions

after the first Monday in November and before April 30<sup>th</sup> shall terminate on the first Monday in May.

(4) An officer in a non-competitive position, for more than one year, will not be removed from the position without cause, unless the position is abolished.

(5) The Town will decide when a vacancy exists and whether or not it will be filled. If a vacancy is declared it must be filled within thirty (30) days.

(6) With the exception of those officers presently members of the S.W.A.T. Unit, in the future, not more than two detectives and no S.I.U. detective may be members of the S.W.A.T. Unit

(7) Only officers and sergeants who are assigned to the second platoon will be eligible for assignment to the patrol school liaison program. The duties of a patrol school liaison officer or sergeant are to participate and supervise in school safety initiatives, including: drug searches, weapons searches, meetings with school administrators, pre-clearance of school for exams, truancy programs, follow-up of investigations assigned to the school liaison officers/sergeants and participation in school disciplinary proceedings. Any new duties not specifically addressed above will be mutually agreed upon between the Town and the Police Club. Officers/sergeants assigned to the patrol school liaison program will work their regular tour of duty. If the Department determines it necessary to assign a patrol school liaison officer to perform any of the aforementioned duties at a time other than the officer's regular tour of duty, the Department shall be permitted to assign such officer notwithstanding any other provision in this agreement to the contrary.

(a) If the Department determines that it is necessary to assign a sergeant to perform supervisory functions for any of the aforementioned duties, at a time other than the sergeant's regular tour of duty, the Department shall be permitted to assign such duties, notwithstanding any other provision in this Agreement to the contrary.

(b) Any call in because of manpower shortage for the aforementioned shall be accomplished by a call in of officers by seniority within their assigned schools.

(c) Any call in because of manpower shortage for supervisory duties for the aforementioned shall be accomplished by a call-in of sergeant by seniority within their assigned schools.

(d) Any patrol school liaison officer or sergeant who is assigned outside of his or her regular tour of duty will be compensated for such actual hours worked, at the normal overtime rate.

### SECTION 3.04 - MOVEMENT OF DETECTIVES

(a) When a vacancy exists in a position of Detective, within the Investigative Division or any of the following bureaus, units, squads: Detective Bureau, Juvenile Unit, Vice/Gambling and Narcotics Unit, Scientific Investigation Unit, Sexual Assault Squad, Fire & Arson Squad, Warrant Service, Crime Scene & Evidence Team, an assignment to such vacancy shall be based upon seniority pursuant to Section 3.03, as a Detective, so that an officer assigned to one of these divisions will have the right to be assigned to a vacancy, in any other of these assignments, before a uniformed officer can be considered. Additionally, notice of the vacancy will be posted within the Detective Division, for ten (10) days during the time it is posted as notice to uniformed officers.

(b) If no officer so eligible requests to be so assigned, the position shall be filled in accordance with Section 3.03(b).

(c) During an officer's first six months after his appointment as a Detective, temporary assignments, for training purposes, to other units within the Detective Bureau can be made by the Chief of Police. Reassignments in these instances will not circumvent provisions of this agreement.

### SECTION 3.05 - FILLING OF VACANCIES

(a) The Town will maintain a staffing level of no fewer than one hundred nine (109) bargaining unit members in exchange for the right to eliminate the positions of CPS Records Officer, Police Officer Administrative Assistant, W.H.A.M.S. Detective, and Bailiff, and assign the duties associated with those positions to non-bargaining unit personnel. The requirement to staff the front desk and cell block with sergeants is eliminated, and the Town reserves the right to assign the duties associated with the front desk and cell block functions to non-bargaining unit personnel.

(b) The Club recognizes that the Town's ability to replace officers and thereby maintain the minimum staffing level is affected by Civil Service Law and requirements, the Town's hiring procedures, and police academy availability. However, replacements shall be made within six (6) months of the vacancy. If necessary, the parties may agree to extend the period in which to fill the vacancy.

(c) The Town reserves the right to rescind paragraph one of Section 3.05, in which event it will reassign the said positions of CPS Records Officer, Police Officer Administrative Assistant, Bailiff and W.H.A.M.S. to police officers represented by The Club, and negotiate the creation of additional Sergeants' positions to staff and supervise the front desk and cell block on a (twenty-four (24) hour, seven (7) day a week basis in accordance with Section 3.07 of this agreement.

(d) The parties further agree that in the event an impasse is reached in the course of negotiating a successor agreement, neither party will submit this Section to a panel in binding arbitration and any such arbitration panel shall not be empowered to modify or address this Section 3.05.

#### **SECTION 3.06 - ASSIGNMENTS**

When a police officer is assigned to a job classification, which is not a temporary classification, assignment to such classification shall be made permanent at the end of six months. All appointments shall be probationary for the aforementioned six months' period.

#### **SECTION 3.07 - SERGEANTS**

(a) The position of the sergeant is to be a competitive civil service position by competitive examination. A police officer must have three (3) years of service before he is qualified to take the sergeants' examination. The officer's three (3) years of service must be completed prior to the date of the sergeants' examination.

(b) If the Town elects to staff the front desk or cell block with a police officer, that officer must be the rank of sergeant or higher. Patrol duty sergeants will not be assigned to the front desk or cellblock.

(c) A patrol sergeant shall be assigned to road supervision on a twenty-four (24) hour, seven (7) day a week basis.

### **ARTICLE IV**

#### **SECTION 4.01 - UNIFORM ALLOWANCE**

(a) Each bargaining unit member shall be paid the sum of \$1,700.00 in their first year of service. Thereafter, the sum of \$1,000.00 will be added into the salary schedule, in accordance with section 6.01 – Salaries.

(b) Officers assigned to the traffic unit, motorcycle, honor guard, mounted division, SWAT, K-9 and range shall be paid an additional sum of Three hundred dollars (\$300.00) per year.

(c) Newly appointed officers will receive the additional sum of Six hundred dollars (\$600.00) for the initial purchase of uniforms.

(d) Bulletproof vests and vest covers which become worn, unserviceable, which fit improperly or are older than warranted, will be replaced without cost to the officer. Each newly

appointed officer will be property fitted and issued a new bulletproof vest without expense to the officer.

(e) Officers who wish to purchase their own bulletproof vests may do so. If an officer exercises this option the Town will provide Three hundred fifty (\$350.00) towards the purchase, provided the vest chosen meets departmental standards. When the vest warranty expires the Town will provide an additional Three hundred fifty (\$350.00) towards a replacement. This system will continue as long as the officer chooses a vest other than those provided by the Town.

(f) Uniforms and equipment unintentionally damaged by an officer in the performance of duty will be replaced, by the Town, at no expense to the officer.

(g) Uniform allowance will only be paid once during the first (1<sup>st</sup>) year of service.

(h) Each officer will be responsible for maintenance of his uniforms and equipment, and failure to reasonably maintain the same may be the subject of disciplinary action.

(i) The Town will negotiate with the Club regarding the impact of changes in articles of clothing or equipment

## ARTICLE V

### SECTION 5.01 - SENIORITY

(a) Seniority shall be based entirely upon a police officer's uninterrupted service in the department, and shall be broken if the officer leaves active service for any period of time, for any reason other than authorized sick leave, military leave or an authorized leave of absence.

(b) Seniority shall be within rank and based upon date of appointment and position on the Civil Service list where more than one (1) appointment was made on the same date. An up-to-date seniority list, showing the officer's rank and date of appointment to such position, shall be made available to all police officers.

(c) When a tie exists because two officers, or more, have the same position on the Civil Service List, seniority shall be determined by badge number with the lower badge number constituting the senior officer for purposes of seniority within this Agreement.

(d) Seniority in the Investigative Division shall be based upon the time of appointment to the Investigative Division. The Investigative Division shall include the bureaus, units, squads, or assignments listed in Section 3.04.

### SECTION 5.02 - SHIFT PREFERENCE

(a) Each police officer shall have the right to choose his work-shift, based upon seniority. Shift changes must be requested in writing, to the commanding officer of the platoon, shift or bureau, at least two (2) weeks prior to shift change. Shift change meetings will be held with two (2) representatives of the Club, selected by its members, every twenty-four (24) weeks and notice of said meetings will be posted at least fifty (50) days, prior to the meetings. Each police officer shall remain on an assigned shift for the twenty-four (24) week shift schedule.

(b) The results of shift change meetings must be posted at least ten (10) days prior to the effective date of changes resulting from the meeting.

(c) Effective each six (6) month period thereafter, each police officer, in accordance with this Section, shall have the right to choose his or her own shift, based upon seniority.

(d) Every six (6) or twelve (12) months, each police officer shall have the right to choose assignment to a non-competitive job, as defined in Section 3.03, based upon seniority on the officer's assigned shift. Appointment to those positions will be subject to the Town's prerogative of selecting from the five (5) most senior officers who request such assignment.

(e) Shift changes will take place on the first Monday in May and the first Monday in November each year, and requests for the shifts and assignments, as stated above, must be submitted to the Office of the Chief of Police not later than two (2) weeks prior to the semi-annual or annual schedule change.

(f) See Section 7.01, below, regarding shift assignments.

## ARTICLE VI

### SECTION 6.01 - SALARIES

(a) Each police officer shall be paid pursuant to the following salary schedule: *(Please note that the numbers in this schedule include the Training Incentive Pay separately noted in section 6.11, as well as, In-Service Training separately noted in section 19.01h)*

Police Salary Schedule					
		2023	2024	2025	2026
<b>Recruit</b>	<i>Annual</i>	50,566.10	52,209.50	53,906.31	55,658.27
	<i>Bi-Weekly</i>	1,944.85	2,008.06	2,073.32	2,140.70
	<i>Hrly rate</i>	24.311	25.101	25.916	26.759
	<i>O/T rate</i>				
<b>PO 1st</b>	<i>Annual</i>	66,113.89	68,153.72	70,259.84	72,434.41
	<i>Bi-Weekly</i>	2,542.84	2,621.30	2,702.30	2,785.94
	<i>2080 rate</i>	31.786	32.766	33.779	34.824
	<i>Hrly rate</i>	33.594	34.631	35.701	36.806
	<i>O/T rate</i>	50.391	51.947	53.552	55.209
<b>PO 2nd</b>	<i>Annual</i>	80,649.61	83,161.85	85,755.73	88,433.92
	<i>Bi-Weekly</i>	3,101.91	3,198.53	3,298.30	3,401.30
	<i>2080 rate</i>	38.774	39.982	41.229	42.516
	<i>Hrly rate</i>	40.980	42.257	43.575	44.936
	<i>O/T rate</i>	61.470	63.386	65.363	67.404
<b>PO 3rd</b>	<i>Annual</i>	82,836.28	85,419.58	88,086.84	90,840.79
	<i>Bi-Weekly</i>	3,186.01	3,285.37	3,387.96	3,493.88
	<i>2080 rate</i>	39.825	41.067	42.350	43.674
	<i>Hrly rate</i>	42.092	43.404	44.760	46.159
	<i>O/T rate</i>	63.138	65.106	67.140	69.239
<b>PO 4th</b>	<i>Annual</i>	87,291.32	90,019.41	92,836.17	95,744.47
	<i>Bi-Weekly</i>	3,357.36	3,462.29	3,570.62	3,682.48
	<i>2080 rate</i>	41.967	43.279	44.633	46.031
	<i>Hrly rate</i>	44.355	45.742	47.173	48.651
	<i>O/T rate</i>	66.533	68.613	70.760	72.977
<b>PO 5</b>	<i>Annual</i>	90,350.33	93,177.84	96,097.25	99,111.54
	<i>Bi-Weekly</i>	3,475.01	3,583.76	3,696.05	3,811.98
	<i>2080 rate</i>	43.438	44.797	46.201	47.650
	<i>Hrly rate</i>	45.910	47.346	48.830	50.362
	<i>O/T rate</i>	68.865	71.019	73.245	75.543
<b>Detect</b>	<i>Annual</i>	95,153.01	98,136.61	101,217.17	104,397.86
	<i>Bi-Weekly</i>	3,659.73	3,774.48	3,892.97	4,015.30
	<i>2080 rate</i>	45.747	47.181	48.662	50.191
	<i>Hrly rate</i>	48.350	49.866	51.431	53.048
	<i>O/T rate</i>	72.525	74.799	77.147	79.572
<b>Sgt.</b>	<i>Annual</i>	98,697.10	101,795.88	104,995.37	108,298.85
	<i>Bi-Weekly</i>	3,796.04	3,915.23	4,038.28	4,165.34
	<i>2080 rate</i>	47.451	48.940	50.479	52.067
	<i>Hrly rate</i>	50.151	51.726	53.351	55.030
	<i>O/T rate</i>	75.227	77.589	80.027	82.545

(b) A newly appointed officer will receive recruit pay rate throughout the duration of the Central Police Services training academy.

(c) An officer will begin the PO1 wage step upon completion of the academy. The officer will be moved up a wage step each year annually through year 4 (example: start of year 3 the officer is moved to PO3, start of year 4, the officer is moved to PO4). The PO5 wage step will be effective at the start of the officer's 12<sup>th</sup> year of police service with the Town.

(d) Officers regularly assigned to the afternoon shift will be paid the additional sum of seventy-five cents (\$0.75) per hour and officers assigned to the midnight shift will be paid the additional sum of One dollar (\$1.00) per hour. This shift differential will not apply to court pay and will not be paid to officers who are not regularly assigned to those shifts.

### **SECTION 6.02 - LONGEVITY**

(a) Each police officer shall be paid the following, cumulative longevity increments each year:

After 5 years of service	\$1,100.00
After 10 years of service	\$ 525.00
After 15 years of service	\$ 700.00
After 20 years of service	\$ 425.00
After 25 years of service	\$ 900.00

(b) Longevity pay will be paid within thirty (30) days after an officer's anniversary date and will be considered as salary for all purposes, including retirement purposes. Payment will be in a check separate from the officer's regular payroll check.

(c) Upon termination of service, prior to the anniversary date, accrued longevity shall be paid to the officer, or his estate, on a pro-rata basis.

(d) Senior longevity will be paid at the rate equal to one-hundred-forty-four-hours (144) of a members base pay, in addition to the longevity schedule listed in (a). Payment will be made starting in the year the member reaches his or her's 25<sup>th</sup> anniversary.

### **SECTION 6.03 - RATE OF PAY**

The hourly rate of pay shall be obtained by dividing the annual salary by 1968. The workweek will be four days of work followed by two consecutive days off.

### **SECTION 6.04 - OVERTIME**

(a) Overtime shall be all work beyond a normally scheduled eight-hour tour of duty and any work beyond a normally scheduled forty (40) hour workweek and such overtime shall be paid at the rate of time and one-half.

(b) Compensation for the aforementioned cannot be in the form of compensatory time off, except with the consent of the Chief of Police, or his or her designee, and the officer.

#### **SECTION 6.05 - OUT OF RANK**

(a) When a police officer is required and assigned by the Chief of Police or by the officer in charge, to perform the duties of a higher paid job classification or rank for one hour or more, the officer shall be paid the salary for the higher paid job classification or rank for the actual hours worked.

(b) If the officer is performing the duties of the higher paid job classification or rank for more than thirty (30) consecutive days, then the higher salary shall apply to all authorized time-off, of any kind, except sick bank time, pursuant to Section 13.03.

(c) If an absent lieutenant is replaced, replacement will be by a sergeant who is assigned to the shift and who is working.

(d) In the event a sergeant is absent (or a sergeant's absence is the result of a sergeant replacing an absent lieutenant) and the chief of police or the officer in charge decides to appoint an officer as "acting sergeant", then the most senior officer who is working and who is assigned to the unit affected shall first be offered the assignment. If that officer declines the assignment, then the next most senior officer who is working and is assigned to the unit will be offered the assignment, in order of seniority. However, the assignment will not be offered to an officer with less than two years' experience unless that officer has been approved for acting sergeant status by the Chief of Police or her/his designee.

(e) If no officer accepts the assignment, then the Chief of Police or the officer in charge may require an officer to fill the "acting position" on the basis of inverse seniority, from among officers, as defined above.

(f) Officers who are appointed as acting lieutenant or acting sergeant shall be notified at least twenty-four (24) hours prior to the assignment. This notice will be waived in the event of emergency or illness.

#### **SECTION 6.06 - WAIVER**

(a) If an officer is eligible for overtime or out of rank work and is aware that an officer with less seniority is being granted such overtime or out of rank assignment, it is his

responsibility to notify his supervisor, and his failure will constitute a waiver of his right to the overtime or assignment.

#### SECTION 6.07 - CALL-IN

(a) If an officer is requested to report to the police station for duty or ordered to report for duty, during other than regularly scheduled hours (except for reasons of his own neglect) and more than two (2) hours prior to the beginning of his regularly scheduled work shift, he shall be paid a minimum of three (3) hours pay at the rate of time and one-half. Court appearances and training schedules will not be considered call-in, and this Section will not apply in those instances.

(1) In the event of a general call to duty, unless otherwise detailed in this Section, call-in will be on a seniority basis, based upon seniority within the Department

(b) In the event police officers are called to duty because of manpower shortages, call-in, on each shift, shall be accomplished in the following manner:

##### Patrol Division:

- (1) On a seniority basis of assigned patrol officers;
- (2) On a combined seniority basis of the assigned traffic officers;
- (3) On a seniority basis, using a general call-in, of patrol officers.

##### Traffic Unit:

1. Notify the Traffic Unit sergeant;
2. On a seniority basis of assigned traffic officers;
3. On a seniority basis, using a general call-in, of traffic unit officers;
4. Traffic Unit sergeant.

##### Field Training Officers, during a training program:

1. If on their regular day off, within their regular assignment;
2. Will be considered for all applicable general call-ins.

##### Investigative Division:

1. On a seniority basis of assigned detectives, within each specific bureau, unit, squad;
2. On a seniority basis, using a general call-in, of detectives;

3. 3rd platoon Bureau covers a call-in need from 2400-0400, on a seniority basis;
4. 2nd platoon Bureau covers a call-in need from 0400-0800, on a seniority basis.

(c) In the event a detective or detectives are assigned a specific investigation, and a need arises which creates an overtime requirement solely related to that specific investigation, the detectives assigned to the investigation shall be called first. If additional manpower is required it shall be filled as stated above. For purposes of call-in, beyond or before the normal shift, the above shall apply except that the 1600-2400 detectives shall be called until 0400, and the 0800-1600 detectives shall be called after 0400.

- (1) The Investigative Division currently consists of:

Detective Bureau  
Vice/Gambling & Narcotics Unit  
Juvenile Unit  
Scientific Investigation Unit  
Fire & Arson Unit  
Sexual Assault Squad  
Warrant Service  
Crime Scene & Evidence Team

Patrol Sergeants:

1. On a seniority basis of assigned patrol sergeants;
2. On a seniority basis, using a general call-in of patrol sergeants;
3. If the vacancy cannot be filled in the above manner, then it shall be filled pursuant to *SECTION 6.05 - OUT OF RANK*.

#### **SECTION 6.08 - K-9 OFFICERS**

(a) An officer assigned as K-9 officer shall be paid at the same rate of salary as a detective.

(b) Each police officer assigned to K-9 duty shall be paid the sum of One hundred twenty (\$120.00) per month, for the care, maintenance and feeding of the K-9 dog assigned to him. The Town will pay all medical expenses for the dog and will install a dog run at the residence of the K-9 officer, and will post reasonable and necessary warning signs on the premises, concerning the dog.

(c) The Town will reimburse the officer the cost of boarding and kenneling of the K-9 dog when the K-9 officer is on authorized vacation of one week or longer and is out of town, in an amount not to exceed (ten dollars) \$10.00 plus tax per day.

## **SECTION 6.09 - OFF DUTY ARRESTS**

An officer will be paid for the time spent for booking and court time for necessary court appearances for arrests made during other employment, unless he is paid by another employer, or the arrest is solely related to the other employer's business and no additional, unrelated charges flow from the original arrest.

## **SECTION 6.10 - EDUCATION INCENTIVE PAY**

(a) Police officers shall receive annual incentive payments per the following schedule for the degrees from a state accredited college or university in a relevant field:

Associate Art and Science Degree - \$200.00  
(Officers appointed prior to 1/1/87)  
Bachelor of Science or Arts - \$500.00  
Master's Degree - \$600.00

(b) The Chief of Police will be the sole determinate of fields of study relevant to the Police Department and the Town of Cheektowaga. "Relevant Fields" of study will include, but not necessarily limited to, Police Science, Sociology, Psychology, Computer Science, Management, Business Administration, Criminal Justice, Teaching and Journalism.

(c) Once a relevant field of study has been identified by the Chief of Police, all officers with degrees in that area of study will be awarded the appropriate educational incentive pay.

## **SECTION 6.11 - TRAINING INCENTIVE PAY**

(a) Each officer who qualifies with his handgun, as established by the Tactical Training Sergeant, shall be paid an annual sum of One thousand nine hundred fifty dollars (\$1,950.00).

(b) The sum will be divided equally and paid in the regular weekly or bi-weekly pay when implemented.

(c) Any officer who does not qualify will be afforded the opportunity to qualify, as in the past.

(d) For all purposes herein, annual salary shall mean salary plus training incentive pay (in addition to annual salary compensation provided in Section 19.01, In-Service Training).

## **SECTION 6.12 - STAFF/SERGEANT/F.T.O./S.E.Q.R. MEETINGS**

Officers who are required to attend a F.T.O. meeting, sergeants, staff, or S.E.Q.R. (State Environmental Quality Review) meeting during off duty hours will be paid a minimum of two (2) hours at their overtime rate. Compensation for the aforementioned cannot be for compensatory time without the consent of the Chief of Police, or his designee, and the officer.

## **SECTION 6.13 - COMMUNITY SERVICE OFFICERS**

(a) Officers who are assigned to do public relations work, including but not limited to headquarters tours, speaking engagements or any other Police Department related service, during their off duty hours, will be compensated at their overtime rate. Compensation for the aforementioned may be taken in compensatory time at the officer's discretion.

(b) This will apply to Community Policing projects in an assigned district in relation to the Departments Community Policing initiatives.

## **SECTION 6.14 - TACTICAL TRAINING SERGEANT**

(a) Only civil service sergeants will be eligible for assignment to the position of Tactical Training Sergeant. The Tactical Training Sergeant will be assigned to the second platoon and work the five-two (5-2) work schedule and will receive all benefits covered under Section 7.01 of this agreement. The Tactical Training Sergeant must be certified as a NYS Firearms Instructor by the Municipal Police Training Council of NYS and must be certified as an instructor and obtain an Instructor Development School certification from the Municipal Police Training Council of NYS, within one year of appointment.

(b) Officers assigned to assist the Tactical Training Sergeant as Tactical Training Officers, shall be paid the same rate as detectives for the hours worked in that assignment.

## **SECTION 6.15 - FIELD TRAINING OFFICER**

(a) Any officer assigned as a Field Training Officer shall be paid at the rate of salary as a detective throughout the duration of the assigned program.

(b) During any extension of a Field Training Officer Program, officers not assigned a recruit will be returned to their normal rate of pay.

## **SECTION 6.16 - ARSON INVESTIGATOR**

Officers assigned, as arson investigators will be paid at the same rate as a detective for all hours worked in such assignment.

#### **SECTION 6.17 - D.A.R.E. OFFICERS**

(a) An officer assigned as a full time D.A.R.E. officer shall be paid the same rate of salary as a detective.

(b) Officers assigned to assist in the D.A.R.E. Program, as certified instructors, will be assigned in addition to, and not in lieu of, their regular assignment. Officers so assigned shall be paid at their overtime rate for the additional time. Compensation for the aforementioned may be taken in compensatory time at the officer's discretion.

#### **SECTION 6.18 - COMMUNITY EDUCATION OFFICER**

The officer assigned as the Community Education Officer shall be paid the same rate of salary as a detective.

#### **SECTION 6.19 - PAYROLL OFFICER**

The Town may eliminate the Payroll Officer classification upon the retirement, or a mutually agreeable re-assignment, of its current incumbent. The duties of the position shall be assigned to a non-bargaining civilian employee at the discretion of the Town.

#### **SECTION 6.20 - SRO Officer (s)**

An officer assigned as a full time School Resource Officer(s) shall be paid the same rate of salary as a PO 5<sup>th</sup>.

### **ARTICLE VII**

#### **SECTION 7.01 - WORK DAY AND WORK WEEK**

(a) The standard workday shall be eight (8) hours and the standard workweek shall be forty (40) hours. The workday and work week shall be pursuant to existing New York State Law. Whenever practicable, two (2) consecutive days off shall be provided within a seven (7) day calendar period. Each officer shall be entitled to a thirty (30) minute lunch period in each eight (8) hour tour of duty.

(b) When practicable, each police officer shall work a three (3)-platoon system.

(c) Each police officer shall sign-in at the start of his tour of duty and sign-out at the end of his tour of duty in order to be compensated. A daily record shall be kept by the Chief of Police or his agent, which record shall be collected, daily, and be made part of the officer's personnel record. Each officer shall observe the scheduled work hours that are posted in all reports of duty, according to the posted time and date.

(d) All officers and sergeants assigned to patrol and traffic shall be assigned and work four (4) days followed by two (2) consecutive days off. This schedule shall be referred to as the "4-2" schedule.

(e) The CPS records sergeant, detectives, range master, community education officer and full time D.A.R.E. officers shall be assigned and work five (5) days followed by two (2) consecutive days off. This shall be referred to as the "5-2" schedule. Officers assigned to the 5-2 schedule shall receive the same number of days off as officers who work the 4-2 schedule. Each officer shall be assigned to a 5-2 schedule shall have the option to take such compensation by being credited 12 hours monthly compensatory time or be paid 6 hours compensatory time in the officer's bi-weekly paycheck for the calendar year. This decision of how to be compensated needs to be communicated to the Town by July 30<sup>th</sup> of the prior calendar year (consistent with section 9.02 (c)). The granting of any such additional days off will be made in such a manner as to avoid the necessity to work officers' overtime.

(f) Officers shall not be arbitrarily removed from their selected and assigned work schedules. Officers who elect to change shifts shall be assigned a schedule by the commanding officer.

(g) An officer's thirty (30) minute lunch period shall be considered as actual hours worked toward the calculations for overtime eligibility.

#### **SECTION 7.02 - INTERRUPTED LUNCH**

(a) If an officer is prevented from eating lunch due to an order or command by headquarters or as a result of an offense committed within the officer's presence, which requires the officer's attention the officer will be compensated at the rate of time and one-half for the unused portion of the officer's thirty (30) minute lunch period.

(b) However, if an officer has the opportunity to take lunchtime, within a reasonable time of the assigned lunch time then the officer must take delayed lunch and will not be entitled to said compensation.

#### **SECTION 7.03 - SPECIAL LUNCH LEAVE**

An officer assigned to duty at a facility without food preparation facilities shall be permitted to leave said facility to secure food at a location of his choice, within the Town limits, provided said officer is properly relieved. An officer so assigned will be granted forty-five (45) minutes for lunch leave.

## ARTICLE VIII

### SECTION 8.01 - COURT PAY

(a) When a police officer is required to make a court appearance, within the Town of Cheektowaga, at any time other than regularly scheduled work hours, the officer will be compensated a minimum of three (3) hours salary at the rate of time and one half. If an officer is required to appear outside the Town of Cheektowaga, the officer will be paid a minimum of four (4) hours pay at the officer's overtime rate. If any appearance exceeds the minimum hours, the officer will continue to be compensated for the time spent at the officer's overtime rate. Compensation for the aforementioned may be taken in compensatory time at the officer's discretion.

(b) An officer scheduled to appear will be paid the minimum appearance time in the event of an adjournment, unless he is given notice of the adjournment, at least ten (10) hours prior to the scheduled appearance.

(c) The Town will provide verification court appearance forms, to be signed by the presiding judge, justice, administrative officer, court clerk, or other appropriate personnel and the Town will make reasonable efforts to pay court pay in the pay period immediately following the period during which it was earned.

(d) If an officer is required to serve as a juror, the officer will not be entitled to court pay but will receive regular salary and other benefits, which the officer would have received if the officer had worked. Such officer will not be required to work on any day during which the officer is required to serve as a juror.

## ARTICLE IX

### SECTION 9.01 - HOLIDAYS

(a) Each police officer shall be given compensatory time-off or be paid the value of the following holidays, whether he works the holiday or not:

New Year's Day

Independence Day

Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

(b) Each police officer shall notify the Chief of Police, or his designee, by December 1<sup>st</sup>, as to the holidays he elects to be paid for and the holidays he elects for compensatory time-off, during the following year. An officer who requests to be paid holiday pay will be paid in a lump sum no later than the third (3<sup>rd</sup>) pay period week of October, each year.

(c) In addition to the above holidays, each police officer shall be given compensatory time-off for any holiday granted to other employees of the Town of Cheektowaga by resolution of the Town Board or declaration of the Town Supervisor, outside of their respective collective bargaining agreements. An officer who elects to be paid for a holiday may be granted the day off which shall be charged against the officer's accumulated compensatory time-off, without loss of the holiday pay.

**SECTION 9.02 - REDEMPTION OF ACCUMULATED TIME**

(a) The Town may redeem all or a portion of the compensatory time standing to an officer's credit, in excess of eighty (80) hours, by making payment for the value of such time, or the granting of time-off in lieu thereof. This option may be exercised between October 15th and December 15th each year.

(b) Any officer who has accumulated one hundred (100) sick days as of January 1st of any calendar year shall be paid a sum equal to the regular rate of pay times forty-eight (48) hours, to be paid by the second week of February the following calendar year.

(c) Officers may, at their discretion, redeem a maximum of eighty (80) hours of compensatory time, at the officer's hourly rate. Any officer electing to exercise this option must inform the Town of the intention to do so prior to July 30th of the calendar year. Once the officer has notified of his or her intention to sell back this time, the number of hours redeemable may not be increased. However, if the officer elects to redeem less time, the request shall be granted. Payment will then be made by the Town during the third week of February of the following calendar year.

(d) Any officer, at their discretion, may redeem a maximum of one hundred forty-four (144) hours of compensatory time, at the officer's hourly rate. Any office electing to exercise this option must inform the Town of the intention to do so prior to July 30<sup>th</sup> of the calendar year. Once the officer has notified of his or her intention to sell back time, the number of hours redeemable may not be increased.

**ARTICLE X**

**SECTION 10.01 -VACATIONS**

(a) Each police officer shall be entitled to an annual vacation, with pay, during each calendar year as follows:

After 1 year	12 working days
After 5 years	19 working days
After 10 years	23 working days
After 15 years	27 working days
After 20 years	30 working days

Vacation periods will be divided into the following:

Winter	December through February
Spring	March through May
Summer	June through September
Fall	October through November

(b) A police officer shall not be entitled to more than ten (10) or twelve (12) consecutive work days of vacation, as described below, during any of the above vacation periods, unless in the opinion of the commanding officer, additional vacation days during any such period will not interfere with the smooth operation of the department. The commanding officer shall have the sole right to designate the number of police officers who will be on vacation at any time, but a minimum of four (4) police officers will be permitted vacation during any vacation period.

(c) Vacation schedules shall be posted for sixty (60) days prior to the beginning of a vacation period, and during the first forty-five (45) days, vacation scheduling shall be determined based upon seniority within each shift or bureau concerned. At the end of the said forty-five (45) days, vacation scheduling shall be determined in order of date or request and not by seniority. The choice of vacations during the first forty-five (45) days for each vacation period will be based upon seniority.

(d) Police officers shall not be permitted to split vacations during any of the vacation periods for periods of time less than one (1) calendar week.

(e) In the event an officer decides not to utilize the vacation time he selected, notice will be given to less senior officers and they will be entitled to use the vacation time not used with selection based upon seniority for that shift or bureau. Nothing contained herein shall prevent the granting of vacations one day at a time.

(f) Except as herein provided, no police officer will be permitted to carry-over or to accumulate more than 60 days' annual vacation.

(g) Officers assigned to work on a four-two (4-2) work schedule shall have the right to select vacation in accordance with seniority as follows: a minimum of four (4) consecutive working days and a maximum of twelve (12) consecutive working days during each vacation period.

(h) Officers assigned to the five-two (5-2) work schedule shall have the right to select vacation in accordance with seniority as follows: a minimum of five (5) consecutive working days and a maximum of ten (10) consecutive working days during each vacation period.

(i) Nothing contained herein shall prohibit the taking of more vacation leave, if, in the opinion of the commanding officer, there is sufficient manpower to warrant additional vacation leave during any of the vacation periods.

(j) If an officer has been granted vacation leave, during any of the vacation periods, and then requests additional leave during the same vacation period, for purposes of selecting the second leave period, his seniority will not count and he will be treated as junior, in seniority, to all other officers requesting vacation leave during the same vacation period and who have not been granted vacation leave during that same period.

(k) Once a vacation leave has been granted, if the officer changes shift or work schedule his vacation assignment will not be changed.

## **SECTION 10.02 - UNUSED VACATION**

(a) Each police officer shall be paid, at the time of retirement, the monetary value of any unused vacation time in accordance with the provisions of this agreement (Section 16.02). (b) Police officers intending to retire may notify the Town two (2) years in advance and will be permitted to accumulate vacation for one and one-half years, the value of which will be paid in accordance with the provisions of this agreement (Section 16.02)

(c) An officer may elect to be paid the value of not more than sixty (60) days of accumulated vacation, each year, in lieu of leave. Payment will be made the first pay period in February.

## **SECTION 10.03 - VACATION PAY ADVANCE**

Upon written request, at least two (2) weeks prior to vacation time, a police officer will be paid the estimated amount due him for his vacation period, not later than the Friday before he begins his vacation.

## **ARTICLE XI**

### **SECTION 11.01 - BEREAVEMENT LEAVE**

(a) Upon request, a police officer shall be granted a leave of absence of five (5) working days in the event of death within the officers' immediate family. Such leave will be granted without loss of pay or other benefit and will begin on the date of death.

(b) Immediate family, for this purpose, shall mean: mother, father, spouse, child, grandchild, grandparent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

(c) In the event of death of a relative, not included within the immediate family, the police officer, upon request, will be granted time-off, without loss of pay or other benefits, for the day of the funeral and this leave will be charged against accumulated time-off or accumulated sick leave, at the officer's choice.

## **ARTICLE XII**

### **SECTION 12.01 - PERSONAL LEAVE**

(a) Each police officer shall be entitled to five (5) non-cumulative personal leave days each year. Personal leave shall be used at the police officer's discretion.

(b) A request for personal leave, on the day that a holiday is observed, (see Section 9.01), may be refused if it will necessitate a call-in.

(c) In order to enable the department to maintain necessary manpower requirements, personal leave must be requested at least twenty-four (24) hours in advance of the requested time-off. This will not preclude the granting of personal leave on less than twenty-four (24) hours' notice, upon the approval of the commanding officer.

(d) Personal leave will not be granted if the granting of such leave will seriously hamper or impede the operation of the police department

(e) Personal leave requested in case of emergency will not be denied. Personal leave will not be used in less than one-half day increments.

(f) Personal leave will be granted based upon the priority of the emergency and if no emergency exists, upon the chronological time requested.

(g) At the end of each year or upon retirement an officer shall elect to credit unused personal leave days to vacation time or to accumulated sick leave, at the officer's option.

#### **SECTION 12.02 - PROBATIONARY POLICE OFFICERS**

(a) During Civil Service probation, police officers will accumulate sick leave and personal leave on a pro-rata basis, per month, which leave cannot be used during the probationary period.

(b) At the end of probation, police officers will continue to accumulate sick leave at the same rate for the balance of that calendar year and will be granted such leave in the same manner as is granted to other police officers.

(c) Newly appointed police officers will be granted the uniform allowance, for their first year of service herein provided, immediately, upon appointment.

(d) If a new officer leaves employment within 12 months of their hire date, they will forfeit any payout of accrued benefit time (not inclusive of compensatory time).

#### **SECTION 12.03 - AUTHORIZED LEAVE**

(a) Authorized leave means: personal leave accumulated compensatory time-off, all vacation time and all other authorized time-off.

(b) Request for authorized leave shall not unreasonably be denied. Once granted, authorized leave will not be canceled except in the event of a community disaster or unanticipated emergency. If authorized leave is otherwise canceled, the affected officer will be paid for the time he is then required to work, at the rate of time and one-half, with the option of receiving salary or compensatory time-off, at the same rate.

(c) If an officer requests time-off, which will not result in the call-in of another officer to replace said officer, the time-off can be charged against accumulated compensatory time-off or accumulated vacation time. If it will require an overtime call-in, the requesting officer can either:

1. Charge the time-off to the officer's accumulated personal leave;
2. Arrange for swap of work hours with another officer (plus eight (8) hours/minus eight (8) hours in compensatory time) or;
3. Agree to work.

(d) Requests for authorized leave for accumulated compensatory time and single vacation days shall not be made more than forty-five (45) days prior to the time leave is sought and shall be granted, based upon chronological order (in order of request).

**ARTICLE XIII**  
**SECTION 13.01 - SICK LEAVE**

(a) Each police officer, except as otherwise provided, shall be entitled to accrue one and one-half sick days per month to a maximum accumulation of three hundred (300) days. However, any officer who has accumulated one hundred (100) days as of January 1st of any calendar year shall have his/her accrual rate reduced to one day per month for that calendar year.

(b) An officer who has accumulated one hundred (100) sick days, may redeem up to eighteen (18) sick days provided one hundred (100) are maintained. Payment shall be at the officer's regular rate of pay. Any officer electing to exercise this option must inform the Town of the intention to do so prior to July 30th of the calendar year. Once the officer has notified the Town of his or her intention to sell back this time, the number of hours redeemable may not be increased. However, if the officer elects to redeem less time, the request shall be granted. Payment will then be made by the Town during the second week of February of the following calendar year.

(c) A female police officer that is incapable of performing her duties because of maternity disability may utilize accumulated sick leave credits and continue all other benefits under this Agreement during such absence.

(d) Maternity leave shall be considered to commence on the date that the officer is no longer capable of performing her duties, and shall end on the date the officer can resume the performance of her regular duties. The officer will be required to bring in a doctor's note to verify the date when she is not capable of performing her duties or when she is capable of returning to work. In addition, she may be required to submit to a physical examination by a doctor of the Town's choice to verify the starting and ending date of such maternity leave.

(e) Upon a member's 25<sup>th</sup> year of service, he or she will stop accumulating one and one (1 1/2) sick days per a month.

(f) Each member hired after January 1<sup>st</sup>, 2022 shall be entitled to accumulate a maximum of one hundred sixty five (165) sick days.

## **SECTION 13.02 - NOTIFICATION**

A police officer will not be granted sick leave, unless he notifies his commanding officer that he will be absent and the reason for the same, at least one (1) hour prior to the time he is scheduled to report for duty. In cases of emergency, the one (1) hour notice requirements will be waived.

## **SECTION 13.03 - SICK BANK**

The Town agrees to allow the Police Club to maintain and administer their own sick bank. As of December 31, 2021 the sick bank contains two thousand one hundred fifty (2,150) days.

## **SECTION 13.04 - WORKER'S COMPENSATION BENEFITS**

(a) A police officer who is entitled to receive Worker's Compensation Benefits shall be paid full pay and the benefits under Worker's Compensation, to which he is entitled, shall be assigned to the Town. Absence from duty in this event will not be chargeable against sick leave and no other benefits, provided by this Agreement, will be lost during that period of time. Absence from duty for work-related disability will not be chargeable against sick leave and no other benefits, provided by this Agreement, will be lost during such absence.

(b) In the event of a third-party claim, payment of medical expenses and wages will be made pursuant to General Municipal Law, Section 207-c, and not pursuant to Worker's Compensation Law, thereby reserving the right of the Town to pursue reimbursement for sums paid to or on behalf of the affected officer, directly from the third-party and not from the officer.

## **SECTION 13.05 - SICK LEAVE RECORDS**

Each police officer will be provided with a record of his accumulated sick leave within sixty (60) days after the beginning of each calendar year.

## **SECTION 13.06 - ILLNESS OF FAMILY MEMBERS**

(a) Sick leave shall apply to absence due to illness of a police officer's immediate family, residing in his household.

(b) Immediate family means parents, spouse, children and stepchildren.

## **SECTION 13.07 - SICK LEAVE UPON TERMINATION**

(a) Upon termination of employment, except by discharge, an officer or his estate shall be paid the present value of accumulated sick days, pursuant to this Section.

(b) In the event of retirement a police officer may convert accumulated sick days into value by written application, signifying his intention, on a form provided by the Town.

(c) Upon receipt of such notification the Town will convert such accumulated sick days into value by multiplying sixty-five percent (65%) of the daily rate of pay times the number of accumulated sick days. The resulting sum will be paid to the officer, in accordance with the provisions of this agreement (Section 16.02).

#### ARTICLE XIV

##### SECTION 14.01 - EXPENSES

(a) A police officer who is required to leave the Town by reason of his employment or as part of his official duty, shall be reimbursed for all actual, reasonable and necessary expenses incurred, including meals if he is absent from the Town during normal meal time, as follows: Breakfast, Eight dollars (\$8.00); lunch, Twelve dollars (\$12.00); and Dinner, Twenty dollars (\$20.00).

(b) A police officer on official police business will be provided with transportation by the Town and if he is required to use his own vehicle on police business, the officer shall be paid at the current rate per mile for each mile driven. In no event will a police officer be required to use his own motor vehicle during the normal course of his employment.

#### ARTICLE XV

##### SECTION 15.01 - LIFE INSURANCE

(a) The Town will provide each officer with a Twenty-five thousand Dollar (\$25,000.00) group life insurance policy, insuring the officer, without cost, pursuant to the life insurance plan offered through the Police Conference of New York, Inc. and it will allow officers to exercise the options provided in that program, through weekly payroll deductions, and will comply with the requirements of the same.

(b) The Town will provide each officer with an additional Ten thousand dollar (\$10,000.00) group life insurance policy, without cost to the officer. The Town reserves the right to choose the provider.

##### SECTION 15.02 - HEALTH INSURANCE

(a) The Town shall institute a point of service health insurance plan, including vision coverage, with benefits as set forth in Appendix "B" attached to this agreement with no cost to the officer except as set forth in this article.

- (b) The attached Appendix "B" benefits shall be termed the "Base Plan", individual officers or retired officers may enhance coverage by paying the difference in premiums of the Base Plan and any enhanced plan which is offered by the Town in its discretion.
- (c) The Town has the right at any time, and without Union approval, to switch from the Base Plan to a new plan provided that the overall level of benefits of the new plan is equal to or better than the overall level of benefits set forth in the Base Plan. The new plan shall then become the Base Plan for purposes of this article. If the Union disagrees that the overall level of benefits of a new plan is equal to or better than the overall level of benefits provided by a Base Plan, that issue shall be submitted directly to arbitration pursuant to Article 21 herein.
- (d) Upon reasonable advance written application or notice to the Employee Relations Office, officers may continue health insurance coverage in the Town of Cheektowaga Health Insurance Plan while on authorized leave of absence without pay provided that the officer makes full payment of the monthly premium on or before the first 1st day of each month that the officer is on leave.
- (e) If any officer dies while still an active officer, the Town will continue to provide health insurance benefits to the spouse and dependents until the spouse remarries or is eligible for comparable coverage.
- (f) The Town shall have the right to eliminate duplicate coverage. Upon request, an officer shall sign a statement as to whether he has or will procure health insurance coverage through the employment of a spouse, other employment of the officer or through private insurance plan.
- (g) **DOUBLE COVERAGE** - The Town agrees to pay officers a payment of Six hundred dollars (\$600.00) for dropping individual coverage and One thousand two hundred dollars (\$1,200.00) for dropping dependent coverage per year. Such option must be exercised during the month of November, effective the following January 1<sup>st</sup>. This same timing and procedure shall apply to an officer opting back into the Town plan. This payment can be made only when the officer signs a statement that the officer has or will procure health insurance through the spouse's employment, other employment of the officer, or a private insurance plan. Such payment shall be made on or about April 1<sup>st</sup> of each year. If the officer wishes to rejoin the plan within the year, the officer must repay the pro rata portion of the payment (Example; 6 months - \$300.00, individual; and \$600.00, dependent) and show a change in circumstances regarding the alternative health plan (nonvoluntary loss of coverage). Payment under this Section shall be made within (30) days of the effective day of dropping the Town's plan. Officers who exercise their option under this Section shall remain eligible for Section 14(e) benefits at time of retirement. Officers who quit prior to the end of the year shall repay the pro rata portion of such

payment. Maximum payment for a husband and wife, both of whom work for the Town is One thousand two hundred (\$1,200.00).

- (h) Officers hired on or before November 1, 2012 shall pay five percent (5%) per month for an individual or family plan during active employment, unless such officer elects the "Alternative Plan" pursuant to subparagraph (s), below. Officers hired after November 1, 2012 shall pay fifteen percent (15%) of the cost of coverage during active employment, subject to adjustment if the officer elects the "Alternative Plan" as set forth in subparagraph (s) below. All officers shall have the option of using the Town's Section 125 plan.
- (i) The Town shall also provide to officers a dental plan known as Dental Pay Plus subject to the same contribution requirement as set forth in Section (h) above (with no exemption for electing the Alternative Plan). Coverage shall include the benefits as set forth in Appendix "C" attached to this Agreement and dependent coverage up to age twenty-three (23).
- (j) The Town shall provide health insurance for retired officers who at the time of retirement are otherwise entitled to coverage under this article, and who retire in accordance with Article 16, provided the officer at the time of discontinuance of service, meets the requirements for the receipt of pension benefits of the Tier of the New York State Retirement System of which such officer is a member, and, before qualifying for such pension benefits, shall have completed ten (10) years of service with the Town. Coverage under this section shall continue for the life of the retired officer and his/her spouse, provided that a retired officer must reduce coverage to Medicare supplemental coverage at the age which he/she is entitled to Medicare, and the retired officer's spouse similarly must reduce coverage to Medicare supplemental coverage at the age which he/she is entitled to Medicare; and further provided that if the retired officer dies before his or her spouse, the spouse will have the right to continue coverage for the life of spouse provided the spouse pays the premium cost of such coverage, if permitted by the carrier. The parties agree that the carrier currently permits such continuation of coverage. Retired officers shall not be permitted to add a spouse to coverage subsequent to the date of retirement. Retired officers eligible for retiree coverage under this Section and who retire on or before June 30, 2016, shall pay three percent (3%) of the cost of such coverage during retirement. Officers who were hired on or before November 1, 2012, and who retire on or after July 1, 2016, shall contribute the same percentage towards the cost of such coverage during retirement as applied to the officer as an active employee at the time of his or her retirement. Officers hired after November 1, 2012, shall pay fifteen percent (15%) of the cost of coverage during retirement.
- (k) With respect to officers hired after November 1, 2012, the retiree coverage set forth in subdivision (j), above, shall be provided for the lesser of (i) twelve (12) years from the date of retirement from the Town, or (ii) to the date that the officer first becomes Medicare-eligible. When retiree coverage terminates pursuant to this subdivision (k), the

retired officer may continue coverage by remitting the total premium cost of such coverage directly to the Town to the extent permitted by law and the terms of the Town's health insurance plan.

- (l) Retired officers who are eligible for coverage during retirement pursuant to Section (j) or (k) above, shall be entitled to such coverage on the same basis as was the case at the time of retirement, including an overall level of benefits that are equal to or better than the overall level of benefits that the retired officer had at the time of retirement.
- (m) Any officer who retires and is eligible for Town-provided health insurance coverage upon retirement and who moves out of coverage area of plan will be provided a replacement plan substantially equivalent or better than the above plan. The parties agree that the PPO 811 (BC/BS) is a substantially equivalent plan. If the PPO 811 Plan is unavailable, the Town may propose a replacement plan to union. If the Union believes that the new replacement plan is not substantially equal or better, the Union may use the arbitration procedure in this agreement to review the new plan.
- (n) If the Town contemplates a change of carriers, the parties shall form a committee to review the contemplated changes at least five (5) months prior to the effective date of any changes. The committee shall consist of two (2) members of each union within the Town and three (3) members selected by the Town Board.
- (o) Health insurance shall commence on the first (1st) day of full-time employment. Additionally, in the event a retired officer dies, health insurance coverage will be subject to the contribution requirements set forth in Section (h) above, for the surviving spouse and their dependents until the end of the month and the following month, which shall be deemed to run concurrent with any COBRA coverage period to which spouse and/or dependents would otherwise be entitled.
- (p) If a carrier providing coverage pursuant to this agreement unilaterally eliminates a specified coverage option, the Town's responsibility shall be to provide the level of coverage that is available from the carrier that is closest to the level of specified coverage that was unilaterally changed by the carrier, provided that the Town shall not be required to provide better coverage than the coverage option that was eliminated. This shall not apply to situations where the carrier decreases coverage and continues the benefit or where the carrier changes benefits to a separate rider.
- (q) The Town shall also provide optical insurance commonly known as Blue Shield BCS Option 2 or equivalent, subject to the same contribution requirements as set forth in Section 7, above (with no exemption for electing the Alternative Plan).
- (r) Officers may annually elect an alternative health insurance plan (the "Alternative Plan") during their employment with the Town. For officers hired on or before November 1,

2012, the officer will not be required to contribute towards premium costs as set forth in Section (h) for so long as the officer is covered by the Alternative Plan. For officers hired after November 1, 2012, the officer will have his or her percentage premium contribution requirement as set forth in Section (h) reduced by five percent (5%) for so long as the officer is covered by the Alternative Plan.

- (s) The benefit levels of the Alternative Plan shall be established by the Town's health insurance broker with the approval of the Union and the Town (which approval will not be unreasonably withheld) no later than October 15th of each year, and shall ensure, in the broker's judgment, that, in each plan year (i.e., January 1<sup>st</sup> through December 31<sup>st</sup>) the premium cost of the Alternative Plan is five percent (5%) lower than the premium cost of the Base Plan. Officers will then be permitted to determine whether they wish to enroll in the Alternative Plan during the open enrollment period conducted during November of each year.
- (t) Retired officers who are provided coverage under Sections (j) or (k) above may elect to enroll in the Alternative Plan until the retired officer and/or covered spouse reach sixty-five (65) years of age. A retired officer who was hired on or before November 1, 2012 who elects the Alternative Plan under this Section will not be required to contribute towards the premium cost of such coverage for so long as the retired officer is covered under the Alternative Plan. A retired officer who was hired after November 1, 2012 will have his or her percentage premium contribution requirement, as set forth in Section (j) reduced by five percent (5%) for so long as the retired officer is covered by the Alternative Plan. The retired officer's right to elect coverage under the Alternative Plan is a supplement to the retired officer's rights under Sections (j) or (k) and does not replace the retired officer's right to coverage under those sections.

### **SECTION 15.03 - INDEMNIFICATION**

The Town will indemnify each police officer for claims made against him based upon false arrest, false imprisonment, civil rights violations and other torts within indemnification coverage, for punitive and exemplary damages pursuant to the provisions of Section 50-j of the General Municipal Law and Section 1983 *et. seq.* of the United States Code.

## **ARTICLE XVI**

### **SECTION 16.01 - RETIREMENT BENEFITS**

(a) The Town will provide and maintain a non-contributory retirement plan of benefits for police officers, pursuant to the following provisions of the New York State Retirement and Social Security Law:

- (1) The benefits provided in Sections 384 (f), (g), and (h) to provide what is commonly known as the *1/60th, 25-year retirement plan*;
  - (2) The benefits pursuant to Section 375(i), more commonly known as the *improved Retirement Benefits*;
  - (3) The benefits pursuant to Section 302, 9-d, more commonly referred to as the *Final Average Salary*, and Section 360-b, *Death Benefit*; and
  - (4) The benefits pursuant to Section 384-d, more commonly known as the *20-Year Retirement Plan*.
  - (5) The benefits pursuant to Section 384-e, more commonly known as the *20-Year, 1/60th, Retirement Plan*.
- (b) If the State allows, the Town will take all steps necessary to provide a one-year final average salary computation for Tier II police officers.

**SECTION 16.02 - REDEMPTION OF TIME UPON RETIREMENT  
OR TERMINATION**

- (a) At the time of retirement or termination of employment, for any reason, the officer will be paid the value of all accumulated time. However, if termination of the officer is by discharge or dismissal there will be no payment made for accumulated sick time.
- (b) Accumulated time includes: unused vacation time, compensatory time-off, sick leave and such other time as the parties, hereafter, may agree upon.
- (c) The value of such time shall be paid either,
1. In a lump sum at the time of retirement, or
  2. In equal monthly payments, during the last 12 months of employment, or
  3. Over a period of time in three (3) equal payments. The first payment to be made at the time of retirement, the second payment to be made during the next February and the last payment to be made the following February.
- (d) If the officer notifies the Town, of intention to retire, on or before June 30th of the calendar year preceding the calendar year in which the officer will retire, then the officer may elect the method payment. Otherwise, the Town will decide the *method of payment*.
- (e) In the event a retired officer dies before all payments have been made, the unpaid sum will be paid to the officer's estate, in a lump sum.

(f) Any officer retiring shall have accumulated time redeemed at the rate of the annual salary plus training incentive divided by 1,968.

## ARTICLE XVII

### SECTION 17.01 - CLUB REPRESENTATIVES

(a) Police officers, who are designated by the Club as representatives, for the purpose of adjusting grievances or assisting in the negotiation or administration of this or future agreements, shall be permitted a reasonable amount of time from their regular duty to fulfill these obligations, when and if so required; however, not more than two officers will be named per shift and not more than one officer may investigate a specific grievance at any one time. Reasonable advance notice shall be given to the head of the department, or his representative, stating, in brief, the reason for such absence. The President of the club, or his/her designee, shall be allowed twelve (12) hours per week, for such purposes.

(b) The President of the Club, upon request, will be assigned to the 8 A.M. to 4 P.M. shift, within the division he is presently assigned to, irrespective of the seniority provisions contained in this Agreement.

(c) The Club agrees that no more than seven (7) members of the Executive Board, plus the President and Vice President, will request time-off, with pay, to conduct the affairs of the Club, including attendance at Executive Board and Club meetings.

(d) Whenever possible, a request for time-off shall be submitted at least five (5) days prior to the required date, but the parties agree that circumstances may arise which will not permit such notice and in that event time-off will be granted upon reasonable request.

(e) Police officers who are designated by the Club may attend statewide conventions and meetings of the Police Conference of New York, Inc., Western New York Police Association, Inc., and the National Association of Police Officer, Inc., in pursuance of their profession as police officers. Attendance at these affairs shall be without loss of time or salary. This privilege will be extended to officers of the Western New York Police Association and the New York State Police Conference, Inc. Not more than seven (7) officers covered by this Agreement, plus the President, and the Vice President may be relieved from duty to attend these meetings. Up to three (3) additional officers may be granted the privilege to attend, by the Town, without pay, if

the functioning of the Police Department is not placed in jeopardy and if approval is granted by the head of the department.

**SECTION 17.02 - CLUB OFFICE**

The Town will allow the Club to install its own telephone at its own expense, which telephone will not be connected, in any manner, with present police telephone communication system.

**ARTICLE XVIII**

**SECTION 18.01 - DISCIPLINARY ACTIONS**

A police officer will be given a copy of any warning, reprimand, suspension or disciplinary action entered into his personnel record within two (2) weeks of the action taken.

**SECTION 18.02 - RECORD OF COMPLAINTS**

No record or reference to a complaint, either departmental or external, lodged against a police officer, will be entered into his record if after investigation the complaint is decided, by the Town, to be unfounded.

**SECTION 18.03 - SUBSTANCE OF COMPLAINTS**

A police officer who has a complaint lodged against him by a citizen shall have the substance of the complaint presented to him in writing.

**ARTICLE XIX**

**SECTION 19.01 - IN-SERVICE TRAINING**

(a) No officer will be required to work for compensatory time, to attend training needed for his or her assignment. No officer will be denied training needed for their assignment because of adherence to contractual rights. An officer may attend training in lieu of his regular shift at the officer's discretion.

(b) For purposes of mandated In-Service training, if necessary, an officer maybe reassigned to any shift as needed and these days need not be consecutive. A maximum of ten (10) days will be utilized each year. A minimum of fifteen (15) days' notice will be given to an officer before reassignment it will be the responsibility of the officer to notify the Training Lieutenant of any conflict that may arise, (such as: scheduled vacation, court appearances, etc.) so that rescheduling may be made necessary.

(c) When a police officer is required to attend in-service training, other than that referred to in the above paragraph, on off duty time, the officer shall be compensated for such time at a minimum of two (2) hours at the officer's overtime rate. Compensation for the aforementioned cannot be by compensatory time without the consent of the Chief of Police, or his designee, and the officer.

(d) Officers attending authorized training, at a location other than Cheektowaga Police headquarters, but within the County of Erie, will report directly to the training location as their duty assignment. The requirement of signing in and out at headquarters, prior to starting and immediately upon ending their shift (if necessary), will be waived. The proper documentation, with the knowledge of the Training Sergeant and Payroll Officer, will be filed prior to or upon completion of the training.

(e) Officers attending authorized training, at a location other than Cheektowaga Police headquarters, outside the County of Erie, will sign in and out as they normally would, taking into consideration travel time, and will be compensated for all travel time.

(f) Officers attending authorized training, at a location other than Cheektowaga Police headquarters, who are required to spend more than eight (8) hours in one day required to complete the training, must have a notice (to/from), dated and signed by the instructor or the school administrator, indicating the amount of time spent, beyond eight hours, in order to be compensated.

(g) The Town will notify all police officers, by posting, of law enforcement educational and training opportunities being offered by other departments or other police or educational agencies, so that police officers who are eligible and who desire to attend may notify their superiors of their interest or desire. The Town will provide the same notice and opportunity as to training opportunities being offered by the Town Police Department.

(h) Effective January 1, 2014, each bargaining unit member shall receive an additional Seven hundred dollars (\$700) added to his or her annual salary. Effective January 1, 2015, the amount added to each bargaining unit member's annual salary shall be increased to One thousand four hundred dollars (\$1,400.00). The sum will be divided equally and paid in the regular weekly or bi-weekly pay when implemented. For all purposes herein annual salary shall mean salary plus In-Service Training pay (in addition to annual salary compensation provided in Section 6.11, Training Incentive Pay).

## **SECTION 19.02 - TUITION**

The Town will pay the full costs of all tuition, books and other fees for all police officers, authorized by the Town or the Chief of Police, who attend school or seminars relating to Police Science courses.

## **SECTION 19.03 - PROMOTIONAL EXAMS/SCENARIO EXERCISE**

(a) The Town may request from the Civil Service Commission a new examination to be held after the expiration date of each promotional list. All existing promotional vacancies are to be filled within a reasonable time after the vacancy occurs and the promotional list is available.

(b) Officers attending interviews or exercises for consideration to an assignment to a non-competitive job classification will be compensated in accordance with Section 19.01.

(c) A Detective scenario will be held at least every three (3) years. Any officer not promoted at the end of the three years must re-take the scenario.

(d) The Town and the Police Club will mutually agree on an appropriate format for the detective scenario.

## **SECTION 19.04 - TABLE OF ORGANIZATION**

The Town agrees to establish a Table of Organization, which will include a job description of each job within the department, copies of which will be available for examination by police officers.

## **ARTICLE XX**

### **SECTION 20.01 - BULLETIN BOARD**

The Town will provide one bulletin board at the police station, which will be used exclusively for Police Club notices.

### **SECTION 20.02 - MEETING ROOM**

The Town will continue to provide a meeting room in the police station for use by the Club, without cost, where the Club may transact business and engage in other activities and also store its records and equipment. The meeting room will be furnished by the Club and the location of the same will be mutually agreed upon by the Town and the Club.

### **SECTION 20.03 - FUND RAISING**

(a) The Club may engage in fund raising activities, provided, that said activities do not interfere with the efficient operation of the department and do not violate any law, rule or regulation.

(b) The Club may purchase and maintain vending machines, to be installed and used, in the section of the building frequented solely by police officers and the revenues derived there from shall be funds of the Police Benevolent Fund and will not be used for union purposes.

(c) The Club will indemnify the Town against any claims arising out of installation or use of such machines.

#### **SECTION 20.04 - SAFETY**

(a) After officers are assigned to duty singly to each of six (6) patrol vehicles, and at least one (1) officer is assigned to duty in the accident car, additional officers, on duty, will be assigned so that additional patrol vehicles are manned by two (2) patrol officers.

(b) All patrol and detective vehicles purchased for and assigned to officers shall be equipped with air conditioning, front seat airbags and a standard police package. The Town will discuss proposed equipment changes with the Club before such changes are made.

#### **SECTION 20.05 - VEHICLE MAINTENANCE**

No officer will be required to change tires on police vehicles.

### **ARTICLE XXI**

#### **SECTION 21.01 - GRIEVANCE PROCEDURE**

(a) A grievance shall mean any difference or dispute, between the parties hereto, as to the interpretation or application of any portion of this Agreement or any administrative act affecting general working condition.

Step 1 - Any police officer may present a grievance, orally or in writing, to his immediate supervisor within twenty (20) days of the occurrence and attempt to adjust the matter. If the matter is not satisfactorily adjusted the police officer may request a representative of the Club meet with him and his immediate supervisor for the purpose of adjusting the grievance.

Step 2 - If the grievance is not satisfactorily settled, under Step 1, above, the Club representative may forward a copy of the grievance to the Club President. After review of the grievance, the Club President will forward a copy of the grievance to the Chief of Police. The Chief of Police will, within five (5) calendar days of presentation to him, discuss the matter with the Club Grievance Committee in an attempt to settle the grievance.

Step 3 - In the event the grievance is not settled, under Step 2, above, a report of the grievance will be made by the Club President to the Coordinator of Employee Relations who will discuss the grievance with the Club President, within fifteen (15) calendar days after receipt of the written report.

Step 4 - In the event the matter is not satisfactorily settled, either party may take the matter to arbitration, upon service of written notice to the other party of intention to do so. The notice must be served within twenty (20) calendar days after the close of discussion and in the event a notice of intention to arbitrate is not filed within thirty (30) days, the matter will be considered closed and not subject to further prosecution.

(b) The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Club within thirty (30) days after notice has been given from a panel of arbitrators supplied by the New York State Public Employment Relations Board.

(c) The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall issue his decision within thirty (30) calendar days after the conclusion of testimony and argument unless such time is mutually extended. The arbitrator shall not have the power to amend, modify or delete any provision of this Agreement.

(d) Expenses for arbitration shall be born equally by the Town and the Club. However, each party shall be responsible for compensating its own representatives who appear. Police officers who appear during their work hours will not suffer any loss of salary or other benefits. If either party desires a recording of the proceedings it must pay for the cost of the same and make a copy of the same available, without charge, to the other party and to the arbitrator.

#### **SECTION 21.02 - GRIEVANCE COMMITTEE**

The Grievance Committee shall consist of nine (9) members selected by the Club who shall be permitted to leave work after reasonable notice to their respective supervisors, for the purpose of adjusting grievances and to attend required meetings or arbitration's in connection with the same.

#### **SECTION 21.03 - EXTENSIONS**

The parties may mutually extend all time limitations herein.

### **ARTICLE XXII**

#### **SECTION 22.01 - BILL OF RIGHTS**

The provisions of this Article shall not apply to criminal investigations or investigations of possible criminal activity or violations.

#### **SECTION 22.02 - TIME OF INTERROGATION**

The interrogation of police officers shall be conducted at reasonable hours, preferably, when the officer is on duty and if not on duty during daylight hours, unless the exigencies of the investigation dictate otherwise.

#### **SECTION 22.03 - IDENTIFICATION OF INVESTIGATING OFFICERS**

A police officer that is under investigation for a matter, which would not constitute a crime, must be informed of the name of the officer in charge of the investigation and the names of the officers who will be conducting any portion of interrogation or investigation.

#### **SECTION 22.04 - INFORMATION REGARDING INVESTIGATION**

An officer must be informed of the nature of an investigation before any interrogation begins. The information must be sufficient to reasonably inform him of the investigation which is being conducted.

#### **SECTION 22.05 - LENGTH OF INTERROGATION**

Interrogation shall be completed with reasonable dispatch. Reasonable rest periods will be allowed and time will be provided for personal necessities, meals, telephone calls and rest periods as reasonably required.

#### **SECTION 22.06 - COERCION**

A police officer shall not be subjected to offensive language and shall not be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an *inducement to answering questions*. *Nothing herein is to be construed as to prohibit the investigating from informing an officer that his conduct may be subject to other disciplinary action with resultant disciplinary punishment.*

#### **SECTION 22.07 - RIGHT TO COUNSEL**

(a) A police officer that is under investigation has the right to have a representative of the Police Club present and also has the right to the presence of an attorney, with him, during any questioning, hearing or interrogation.

(b) The right to counsel shall not delay the questioning or interrogation for more than three (3) business days if the officer is suspended with pay, except that said time may be mutually extended.

#### **SECTION 22.08 - RECORDING OF INTERROGATION**

Interrogation of a police officer for any disciplinary investigation will be recorded, either mechanically or by a stenographer, and there will be no off-the-record statements.

#### **SECTION 22.09 - ADVICE OF CONSTITUTIONAL RIGHTS**

If a police officer is the subject or target of a disciplinary investigation he shall be advised of his constitutional rights.

#### **SECTION 22.10 - FURNISHING OF COPIES**

A police officer under investigation will be furnished with a copy of any statement he has signed or made or of any proceedings that have been recorded, in any manner.

#### **SECTION 22.11 - POLYGRAPH**

Police officers will not be given polygraph examinations.

#### **SECTION 22.12 - NON-WAIVER OF CONSTITUTIONAL RIGHTS**

No police officer will be required to or requested to waive constitutional rights granted under the United States or the New York State Constitution.

#### **SECTION 22.13 - DISCIPLINARY ACTION**

The Town may impose discipline on a unit member for just cause. The Club may challenge the imposition of such discipline through the grievance/arbitration procedure set forth in Section 21.01 - Grievance Procedure. At the option of the Club, in a dispute involving the imposition of discipline the Club may initiate a "just cause" grievance at Step 3, within twenty (20) days of said imposition of discipline. If the Club is not satisfied with the Step 3 discussion between the Coordinator of Employee Relations and the Club President, it may proceed directly to arbitration as provided in Step 4.

## **SECTION 22.14 - VIDEO/AUDIO TAPES**

Video and audiotapes, except the dispatch radio tapes, which are made in the regular course of business of the police department, will not be admissible against an officer in any disciplinary proceeding.

## **SECTION 22.15 - DRUG TESTING**

The Town and the Club will negotiate a mutually agreed Drug Testing Policy.

## **ARTICLE XXIII**

### **SECTION 23.01 - LEAVE OF ABSENCE**

Police officers may be granted leave of absence, with or without pay, as provided for in the Civil Service Law of the State of New York.

### **SECTION 23.02 - NON-DISCRIMINATION**

There will be no discrimination with respect to the race, color, creed, sex, and political persuasion or because a police officer is engaged in Police Club activities. All police officers shall receive the full protection of all of the provisions herein.

### **SECTION 23.03 - PAYROLL**

- (a)* The Town may implement a bi-weekly, direct-deposit payroll.
- (b)* The Town will provide a payroll savings and U.S. Savings Bond deduction plan and make it available for all police officers that desire the same.
- (c)* Effective at the earliest possible enrollment period following the signing of this agreement, the Town will make available to all officers, through payroll deduction, a Deferred Income Plan. Officers will have the right to choose from the following carriers for their Deferred Income Plan: Copeland or Empire Financial Services. Employees shall not change carriers within a twelve (12) month period. The Town shall also offer a "Roth" deferred compensation option consistent with law.

### **SECTION 23.04 - RESIDENCY**

After fifteen (15) years of employment as a police officer, the police officer may reside within the county of Erie. Any officer hired on or after 1/1/98 must reside within the Town of Cheektowaga.

## **ARTICLE XXIV**

### **SECTION 24.01 - MANAGEMENT RIGHTS**

All of the authority, right and responsibilities possessed by the Board and not covered by this Agreement are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Board; to determine the facilities, methods, means and number of personnel required for conduct of Board programs; to administer the examination, selection, recruitment, hiring, appraisal, training, retention, promotions, assignments or transfer of employees, pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or reclassify and to allocate or reallocate new or existing positions, in accordance with the law; and to discipline or discharge employees, in accordance with law, and within the provisions of the Agreement.

### **SECTION 24.02 - CONSTITUTIONAL RIGHTS**

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

### **SECTION 24.03 - PROFESSIONAL CONDUCT**

In order to maintain good order and moral, each supervising officer shall treat other officers with proper respect and accord. Failure to comply will not be grounds for grievance against the Town.

### **SECTION 24.04 - TERMS OF AGREEMENT**

This Agreement, except as may be hereafter modified in writing by both parties, shall become effective January 1, 2024 and remain in force until December 31, 2026, or until such time as a subsequent agreement becomes effective.

### **SECTION 24.05 - RENEWAL OF AGREEMENT**

The parties agree that negotiations for renewal of this Agreement shall commence on or about September 1, 2026, or on such other date as shall be mutually agreed upon.

### **SECTION 24.06 - PAST PRACTICE**

This Agreement shall supersede conflicting rules, regulations or practices heretofore existing. Established practices, not specifically covered herein, shall continue in force and effect.

**SECTION 24.07 - ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

**TOWN OF CHEEKTOWAGA,  
ERIE COUNTY, NEW YORK**

By:   
**BRIAN NOWAK, Supervisor**

Date Executed: \_\_\_\_\_, 2024

**CHEEKTOWAGA POLICE CLUB, INC.**

By:   
**DARRYL LESZKOWICZ, President**

Date Executed: \_\_\_\_\_, 2024

## APPENDIX "A"

The Town and the Police Club agree that Public Safety Dispatchers may be assigned to assist the Tactical Unit Support Team with radio communications during tactical situations involving the S.W.A.T. Team. They will not participate in hostage negotiations, intelligence gathering, field interviews, scene mapping, media relations, or any other duty that is now being performed by police officers assigned to the Tactical Unit Support Team.

**APPENDIX "B" - HEALTH INSURANCE**  
**Section 15.02**

	<b>BlueCross BlueShield</b>
	<b>POS 298</b>
	<b>Base Plan **</b>
<b>MEDICAL SERVICES</b>	
Office Visit	\$5 adults \$0 for pediatric visits for dependents under 19
Specialist Visit	\$10
Routine Physical	\$5
Well Child Visits & Immunizations (up to Age 19)	covered in full
Diagnostic X-rays	covered in full
Laboratory Testing	covered in full
Chiropractic Care	\$5 medically necessary
MRI	covered in full
Maternity Care	covered in full after initial co-pay
Gynecological Office Visits	\$5
Mammograms	covered in full
Pap Smears	covered in full
Inpatient Hospital	covered in full
Outpatient Surgery	\$100
Chemo, Radiation, Inhalation therapy	\$10
Cardiac Rehabilitation	\$10 24 visits per event
Occupational, Speech, Physical Therapy	\$10 30 aggregate visits PMPY
Emergency Room visit	\$100 waived if admitted to hospital

<b>Emergency Ambulance</b>	<b>covered in full medically necessary</b>
<b>Inpatient Mental Health</b>	<b>covered in full 30 days PMPY</b>
<b>Outpatient Mental Health</b>	<b>\$10 visits 1-30</b>
<b>Inpatient Detoxification</b>	<b>covered in full 30 days PMPY</b>
<b>Inpatient Substance Abuse</b>	<b>covered in full 30 days PMPY</b>
<b>Outpatient</b>	<b>\$10 60 visits PMPY</b>
<b>Diabetic Supplies &amp; Equipment</b>	<b>\$5</b>
<b>Durable Medical Equipment</b>	<b>20% co-pay (employee contribution shall be decreased to 10%, Town will self-insure this deduction)</b>
<b>Home Health Care</b>	<b>\$10 in network - unlimited visits out of network - 365 visits</b>
<b>Hospice</b>	<b>covered in full, up to 210 days</b>
<b>Prosthetic Devices</b>	<b>20% co-pay</b>
<b>Skilled Nursing Facility</b>	<b>covered in full, non-custodial</b>
<b>Prescription Drugs, Generic/Formulary</b>	<b>\$3/\$15/\$30 mail order - 1 co-pay/90 day supply (\$0 generic oral contraceptives)</b>
<b>Dependent/Student</b>	<b>19/25</b>
<b>Deductible</b>	<b>\$250/\$500</b>

<b>Coinsurance</b>	<b>80%/20%</b>
<b>Out of Pocket Maximum</b>	<b>\$2000/\$4000</b>
<b>Lifetime Maximum</b>	<b>Unlimited</b>
<b>Lasik eye surgery</b>	<b>50% / eye max of \$400 / eye</b>
<b>Wellness rider</b>	<b>\$250 aggregate allowance per contract for Massage therapy Acupuncture Gym membership</b>
<b>Wellflex program</b>	<b>Through Prism</b>

**\*\*Alternative Plan (same coverage as Base Plan, except the following changes):**

- Prescription drug co-pays - \$3/\$30/\$60 (mail order - 1 co-pay/90 day supply), \$0 generic oral contraceptives
- Outpatient surgery co-pay - \$250
- Emergency room co-pay - \$250 (waived if admitted to hospital)

**APPENDIX "C" - DENTAL INSURANCE**  
**Section 15.02 (i)**

**TOWN OF CHEEKTOWGA**  
**POLICE/SUPERVISORS/DISPATCHERS/RETIRES**  
**SUMMARY OF BENEFITS**

**In-Network**

100%	100%	100%
PREVENTATIVE SERVICE	MINOR RESTORATIVE SERVICES	MAJOR RESTORATIVE SERVICES
Oral Examinations X-Rays & Diagnostic Teeth Cleaning (1 every 6 mos.) Fluoride Treatment Topical Sealant Space Maintainers	Fillings Oral Surgery Extractions Endodontic Services Root Canal Periodontic Services Anesthesia Repair to Crowns & Bridge Work	Porcelain & Gold Crowns Partial & Full Dentures Fixed Bridges
\$1,200 Per Person Calendar Year Maximum		

**Out-Of-Network**

100% of R&C	100% of R&C	100% of R&C
PREVENTATIVE SERVICE	MINOR RESTORATIVE SERVICES	MAJOR RESTORATIVE SERVICES
Oral Examinations X-Rays & Diagnostic Teeth Cleaning (1 every 6 mos.) Fluoride Treatment Topical Sealant Space Maintainers	Fillings Oral Surgery Extractions Endodontic Services Root Canal Periodontic Services Anesthesia Repair Crowns & Bridge Work	Porcelain & Gold Crowns Partial & Full Dentures Fixed Bridges
\$1,200 Per Person Calendar Year Maximum		

Coverage will cease at the end of a calendar year in which a child reaches age 19. Coverage is extended until the end of the calendar year in which a child reaches 23 if such child is a full-time student.

The above is for illustrative purposes only. It is provided as a summary of benefits and is intended to act as a tool for employees to review the plan at the time of enrollment. It is not a comprehensive list of covered services and does not represent actual contract language. Please refer to your Summary Plan Description (SPD) booklet which you will receive after you enroll in the plan for a complete description of covered benefits under the plan.

**ORTHODONTIA RIDER  
ALL GROUPS**

**In-Network:**

100%
<b>ORTHODONTIA SERVICES</b>
Orthodontia Services Available to Children & Adults: Preliminary Appliance Initial Placement Monthly Visits
\$2,000.00 Per Person Life Maximum Benefit

**Out-of-Network:**

100% of Scheduled Amount
<b>ORTHODONTIA SERVICES</b>
Orthodontia Services Available to Children & Adults: Preliminary Appliance Initial Placement Monthly Visits
\$1,275 Per Person Lifetime Maximum Benefit

The above is for illustrative purposes only. It is provided as a summary of benefits and is intended to act as a tool for employees to review the plan at the time of enrollment. It is not a comprehensive list of covered services and does not represent actual contract language. Please refer to your Summary Plan Description (SPD) booklet which you will receive after you enroll in the plan for a complete description of covered benefits under the plan.