



AGREEMENT

between

THE TOWN OF CHEEKTOWAGA

and

**THE TOWN OF CHEEKTOWAGA
PUBLIC SAFETY DISPATCHERS ASSOCIATION**

January 1, 2024 - December 31, 2026

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AGREEMENT

between

THE TOWN OF CHEEKTOWAGA

and

**THE TOWN OF CHEEKTOWAGA
PUBLIC SAFETY DISPATCHERS ASSOCIATION**

This Agreement is made as of the 1st day of January, 2024, by and between the Supervisor of the Town of Cheektowaga, on behalf of the Town Board of Cheektowaga hereinafter referred to as the "Town", and the Town of Cheektowaga Public Safety Dispatchers Association, hereinafter referred to as the "Union", has, as its purpose, the promotion of harmonious relations between the Board and the Union; establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 ITS APPROVAL.

Article 1 RECOGNITION

The Board recognizes the Union as the rule and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for the employees to the negotiating unit, hereinafter described. Such recognition shall extend to the maximum period allowed by law.

Article 2 NEGOTIATING UNIT

The negotiating unit shall consist of all full-time appointed Public Safety Dispatchers and Senior Public Safety Dispatchers employed by the "Town". As used herein, the term "Dispatcher/PSD" shall mean a member of the bargaining unit.

Article 3
UNION SECURITY

Section 3.01 - Union Membership

(a) Each Dispatcher or Senior Public Safety Dispatcher, who on the effective date of this Agreement or who thereafter is a member of the Union and files a dues deduction authorization, shall have dues deducted from his paycheck on a weekly basis.

Section 3.02 - Payroll Deduction of Union Dues

(a) All Dispatchers who are member of the Union shall send their membership dues to the Union by signing the Authorization for Payroll Deduction of Union Dues on a form provided by the Union.

(b) The Town agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Town and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues provided by the Union from the pay of all Dispatchers who have executed such authorization for payroll deductions of Union dues.

(c) Payroll deduction of Union dues, under the properly executed Authorization for Payroll Deduction of Union Dues form, shall be deducted in the next full pay period and each period thereafter from the pay of the Dispatcher, providing the form is duly filed with the Fiscal Officer of the Town or his designee.

(d) The Town agrees to deduct from the wages of Dispatchers who are not members of the Union, an amount equal to the amount of dues paid by Union members in the same manner as Union dues. The Union agrees to establish and maintain a procedure providing for the refund to any non-union member a part of the deduction representing the pro-rata share of the expenditures of the Union in aid of activities or uses of a political or ideological nature, only incidentally related to the terms and conditions of employment.

(e) The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union, together with list from whom dues have been deducted on or before the tenth (10th) every such month.

(f) Any changes in the amount of Union dues to be deducted must be certified by the Union in writing to the Town's Fiscal Officer or his designee.

(g) The Union agrees to indemnify and hold harmless the Town for all deductions made pursuant to this section.

Section 3.03 - Bulletin Boards

The Town shall install one (1) bulletin board for the exclusive use of the Union in a convenient and reasonable place.

Section 3.04 - Aid to Other Unions

The Town agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining by the Town or those designated as its representative or subordinate staff for the purpose of undermining the Union during the term of this Agreement.

Section 3.05 - Job Security

The Town agrees that the number of permanent employees covered by this Agreement shall not decrease below twenty-seven (27) full-time Public Safety Dispatchers.

Article 4 MANAGEMENT'S RIGHTS

The Town and the Union recognize that subject only to the provisions of this Agreement, the management; direction and control of the Town's business, operation and personnel are exclusively the function of the Town. It is the intention hereof that all authority, rights, powers and responsibilities are retained by the Town, except those that are specifically abridged or modified by this Agreement. It is expressly recognized, by way of illustration and not by the way limitation, that such authority, rights, powers and responsibilities shall include, but are not limited to, determining the mission, Objectives, practices, policies and procedures of the town: directing all programs and operation of the Town determining methods, facilities, location, and hours for the conduct of the Towns programs and operations; selecting, hiring, training and promoting employees; fixing and determining employees' qualifications, duties job titles and compensation, determining the necessity for filling vacancies creating new jobs and classifications and abolishing any jobs and classifications: transferring employees from one job, classification or assignment to another; demoting, suspending, discharging and disciplining employees, assigning, supervising and directing employees in their work; determining the work to be done; releasing employees for proper, legitimate reasons; adjusting the size of the work force, fixing and determining operating and personnel schedules; making rules and regulations for the conduct of work and the maintenance of safety, order, discipline, efficiency and the protection of property, contracting of goods and services, and issuing any other orders or directives intended in carry out the managerial responsibilities and duties imposed upon the Town, by law.

Article 5
HOURS OF WORK

Section 5.01 - Regular Hours

(a) The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

(b) All employees covered by this Agreement shall be required to either sign a time sheet or use a time clock at the beginning of each shift and the conclusion thereof and at the beginning and end of each lunch break.

(c) All employees covered by this Agreement shall be afforded uninterrupted lunch periods and breaks. In the event it is necessary for work to be performed during such periods, the affected employees shall be entitled to overtime payment for the lunch period and/or break period as the case may be.

(d) All employees covered by this Agreement shall be entitled to leave the premises during lunch breaks.

Section 5.02 - Work Week

For the purpose of processing payroll, the normal workweek shall begin at 12:01 a.m. Monday and continue until midnight the following Sunday. The standard workday shall be eight (8) hours and the standard work week shall be forty (40) hours. Whenever practicable, two (2) consecutive days off shall be provided to each workweek. Each Dispatcher shall have a lunch period of one-half (1/2) hour in each eight (8) hour tour of duty. Each Dispatcher shall have a fifteen (15) minute rest period during each one half shift. The scheduling of lunch and rest periods shall be in a manner consistent with providing adequate coverage to meet the responsibilities of the Communication Center. Further, and unless permitted otherwise by an appropriate superior, rest periods are to be taken in the police building or on grounds.

Section 5.03 - Part-Time Employees

Part-time employees are employees who are hired to work year-round on a regular basis. Part-time employees shall be limited to nineteen (19) hours per week. Part-time employees shall not be entitled to any benefits provided by this Agreement

Section 5.04 - Work Schedules for Full Time Employees

(a) For the purpose of this agreement, scheduling, and vacations a "Work Week" shall be defined as a four (4) day cycle and ending with the two (2) regular days off. Senior Public Safety Dispatchers will be assigned to the five (5) day schedule, Monday - Friday, with two (2) days off, being Saturday and Sunday. There shall be three (3) primary shifts with starting times of 7:00 a.m., 3:00 p.m., and 11:00 p.m.

(b) Shift and schedule selections shall be on the basis of seniority as hereinafter defined. Shift and schedule selections shall be made between March 1 and March 31 and between September 1 and September 30.

(c) Normally, the following staffing scheduling will be followed.

First Platoon - four (4) employees

Second Platoon - five (5) employees

Third Platoon - five (5) employees

(d) The ten (10) minute period prior to the commencement of a tour of duty currently used as a briefing period shall remain unchanged. All unit members are required to be present ten (10) minutes prior to their assigned shift for the purpose of oral briefing by another unit member or a supervisor.

All Dispatchers will be paid the equivalent of one week's base salary for briefing time. This one-week salary payment to be equivalent to the employee's base salary as of December 31st of the year of payment. Payment to be made in February of the following year.

Dispatchers hired or separating midyear will receive a payment based upon the number of full months worked, multiplied by a /12th of the employee's weekly base salary as of December 31 in the year of payment. Dispatchers tardy by more than four (4) minutes for their required briefing time shall receive a deduction from their briefing time pay to an amount equivalent to ten (10) minutes of straight time at their hourly rate as of the incident of tardiness. Nothing to this Agreement shall prohibit the police Administration from exercising the option of installing time clocks.

Section 5.05 - Work Records

A daily record of time worked shall be made available to each Dispatcher upon request.

Section 5.06 - Senior Public Safety Dispatcher

(a) Senior Public Safety Dispatchers job duties, selection and performance evaluations shall be the responsibility of management.

(b) Senior Public Safety Dispatchers shall select their shift bid by seniority based upon the date of promotion as the SPSD.

(c) In the event that a Senior Public Safety Dispatcher is not working, the PSD with the greatest tenure will be paid \$1.50 per hour and be responsible for duties normally handled by the Senior Public Safety Dispatcher.

(d) Senior Public Safety Dispatchers shall at no time violate the terms and conditions of this agreement.

(e) Vacation bids for Senior Public Safety Dispatchers shall follow the procedure in Section 7.01 of this agreement.

(f) Senior Public Safety Dispatchers will not be mandated to work overtime for more than two (2) consecutive shifts, unless manpower dictates otherwise.

(g) The SPSD will be paid an additional 3 hours of straight time bi-weekly to compensate the 5/2 (5 days on, 2 days off) schedule.

**Article 6
HOLIDAYS**

Section 6.01 - Holidays Observed and Recognized

(a) The following shall be recognized and observed as paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Good Friday Easter Sunday	Thanksgiving Day
Memorial Day	December 24th
Juneteenth	Christmas Day

(b) Each Dispatcher / Senior Public Safety Dispatcher shall be given compensatory time off or be paid the value of each of the above listed holidays, whether the PSD works the holiday or not. Such value shall be determined by the Dispatcher's then current daily rate of pay. Each Dispatcher, in January of each year, shall notify the Town or its designee as to the holidays the PSD elects to be paid for and as to the holidays the PSD elects to take time off. Payment for the cumulative value of holidays, for Dispatchers who elect to receive such payment, shall be made in December of each year.

Article 7
VACATIONS

Section 7.01 - Choice of Vacation Period

(a) Dispatchers shall be furnished vacation bidding form in duplicate. One (1) is to be retained by the Dispatcher and one (1) by the Senior PSD. Approval for vacations will be based on seniority.

(b) Senior dispatchers shall be furnished vacation bidding form in duplicate. One (1) is to be retained by the Senior dispatcher and one (1) by the direct supervisor. Approval for vacations will be based on seniority.

(c) Public Safety Dispatchers / Senior Public Safety Dispatchers shall request a vacation to be taken during the periods of: May through October, and November through April. Vacation bidding request forms shall be completed and submitted to Supervision between April 1 and April 10 for the May through October period. These requests must be approved or denied no later than April 20; and between October 1 and October 10 for the November through April period. These requests must be approved or denied no later than October 20th. Any Dispatcher denied a vacation request, may re-bid between April 20-27 and October 20-27, respectively. Re-bids will be approved or denied no later than the 30th of that month.

For purposes of this article, once posted, vacation schedules will be deemed approved. No more than one (1) Dispatcher per shift may be on vacation, unless otherwise approved. This does not apply to SPSDs. SPSD vacation does not affect PSD vacation.

Vacation days may not be taken in increments of less than one (1) work day/shift. Vacation requests for less than a full work week, shall not have preference over a Dispatcher requesting vacation for a full work week or for two (2) full work weeks. Further, a PSD is limited to no more than eight (8) consecutive work days of vacation in each of the specified vacation periods, unless there are additional days available after all PSDs bidding on vacation during the said periods have been granted. Such vacation requests shall not be unreasonably denied.

(d) Once any vacation leave has been approved, said leave cannot be converted to personal leave, compensatory time or shift trades for cancelled vacation leave. Requests to cancel scheduled vacation days must be submitted in writing to Supervision at least eight hours prior to the planned leave. Once authorized vacation leave is cancelled, the PSD is prohibited from requesting personal leave, compensatory time or shift trades for cancelled vacation leave.

The following applies to vacation requests not submitted during the above mentioned vacation bidding time periods. These requests cannot be submitted more than Thirty (30) days in advance of the requested day(s). In no case shall the time taken to

approve or deny such requests exceed 72 hours. Request must be submitted at least 24 hours prior to the shift requested.

Section 7.02 - Vacation Schedule

(a) Dispatchers / Senior Public Safety Dispatchers shall accrue vacation as of their anniversary date of hire. With respect to those Dispatchers that were previously full-time employees of the Fire Alarm Committee of the Town of Cheektowaga their anniversary date of hire shall be the date on which the Fire Alarm Committee hired them. Vacations will be provided in accordance with the following schedule:

After 1 year.....	10 work days
After 5 years.....	15 work days
After 10 years.....	18 work days
After 15 years.....	23 work days
After 20 years.....	25 work days
After 25 years.....	30 work days

Section 7.03 - Vacation Credits Upon Layoff, Separation or Death

(a) Each Dispatcher / Senior Public Safety Dispatcher shall be paid at the time of retirement, Death, termination of employment for any reason, or layoff, the monetary value of any unused vacation carried over and/or accumulated. In addition, each Dispatcher shall be paid a pro-rata payment for vacation credits earned during the year of retirement, termination or layoff. The pro-rata payment shall be determined by dividing; twelve (12) into the number of vacation days earned the previous anniversary year then multiplying by the number of months since the end of the prior anniversary year.

(b) In the event of a Dispatcher's / Senior Public Safety Dispatcher's death, the monetary value of any unused vacation carried over and/or accumulated as provided in paragraph (a) as well as any pro-rata payment as also provided in paragraph (a) shall be paid to the Dispatcher's estate.

(c) In the event a Dispatcher / Senior Public Safety Dispatcher resigns from his employment, because of the acceptance of another Town position, the Dispatcher may carry over such number of accumulated vacation days as equals the minimum number of annual vacation days provided to new employees by the department into which the Dispatcher transfers. When used, the vacation days shall be paid based on the rate earned.

Section 7.04 - Vacation Carryover

Vacation carry over means carrying unused vacation entitlement from one year to the next consecutive year. As of January 1st, 2006, a PSD / SPSD may carry over no more than fifteen (15) vacation days.

Section 7.05 - Benefits Upon Retirement

(a) Each Dispatcher / Senior Public Safety Dispatcher shall be paid at the time of retirement, the monetary value of any unused vacation and any unused overtime to the PSD's credit on the date of the retirement.

(b) Dispatchers / Senior Public Safety Dispatchers intending to retire may notify the Town two (2) years in advance and may be permitted to accumulate time off and vacation for one and one half (1 ½) years. The value of which will be paid as salary during the final year of employment and included as wages for pension purposes, insofar as permitted by law.

Section 7.06 - Vacation Sell Back

A PSD/SPSD will have the ability to sell back vacation time, up to 5 days per year. The vacation sell back sheets will be distributed in July of the prior year. Payment of the vacation sellback will be in the first check of February.

Article 8 SICK LEAVE

Section 8.01 - Sick Leave Defined

(a) Sick leave shall apply to absence due to illness of a Dispatcher, his spouse, if residing in the same household as the Dispatcher or minor child(ren) or step-child(ren), parents, parent-in-law, except where such illness or injury is due to injury or disease for which the employee is entitled to receive Workers' Compensation. Employees may be required to provide medical verification for family members.

(b) Dispatchers who are unable to perform their duties as a result of injury or disease received in the course of their employment shall receive Workers' Compensation benefits in accordance with law. In addition, such Dispatchers shall receive a supplemental sum from the Town by separate check, which shall be in an amount equal to the difference between the Dispatchers regular salary and the Workers Compensation benefits. Such supplemental sum shall be deducted from the employee's accumulated compensatory time, sick leave, vacation and personal leave, in said order. Such deduction shall be on a percent basis equivalent to the percentage such supplemental sum is of the employee's regular salary.

Section 8.01(a) - Sick Leave Verification

The Town of Cheektowaga may require an employee who has been absent because of personal illness for more than three (3) consecutive working days, prior to and as a condition of returning to duty to be examined at the expense of the Town, by a physician designated by the Town, to establish that the PSD is not disabled from the performance of normal duties and that a return to duty will not jeopardize the health of other employees, or to verify such illness. If an examination is to take place during working hours, such employee shall not suffer loss of pay.

Section 8.02 - Application and Accrual

(a) Dispatchers shall earn sick leave at the rate of one and one-half (1 ½) days per month, which shall accumulate to a maximum of two hundred sixty-two (262) days. Once a dispatcher has accumulated the maximum number of sick days, he, at his option, can contribute additional earned days to the sick bank.

(b) Dispatchers hired on or after January 1, 1989 shall earn sick leave as follows:

- (1) For the first eighteen months of employment at the rate of one (1) day per month.
- (2) After eighteen (18) months of employment at the rate of one and one-half (1 ½) days per month.
- (3) Effective 1/1/2022: Upon a member's 25th year of service, the member will accumulate two thirds of a sick day per a month as long as they have at least 100 days accrued to their credit as of January 1st. If they do not have 100 days accrued they will continue to accrue one and one half sick days per a month.

(c) A Dispatcher must have actually worked at least fifteen (15) days during the month to be credited with sick leave accrual for that month. For the purposes of this subsection, paid days off, except sick leave days and Workers' Compensation days, shall be considered days actually worked.

(d) Dispatchers hired on or after January 1, 2000 will accumulate a maximum of one hundred eighty-three (183) days. If continued time off is required due to serious illness or injury, the Town will provide long-term disability insurance coverage. The terms of this coverage will be negotiated.

(e) Each Dispatcher shall receive a written net record of any accumulated sick leave balance at the end of each calendar year. The Dispatcher's record shall be debited one (1) full day for each sick day used. Partial sick days shall be debited to the nearest two (2) hours used.

(f) In the event that a Dispatcher become ill or injured, and the Dispatcher has exhausted all of his accrued sick leave, and/or any sick leave bank benefits and/or any other paid leave benefits, the Town Board may authorize a maximum of fifteen (15) paid leave days for the PSD, by Resolution. However, payment of such benefits must be repaid to the Town by the PSD upon returning to work.

(g) No sick leave shall be authorized and no payment shall be made, unless the Dispatcher:

- (1) Notifies the immediate supervisor, or designee, of the absence;

- (2) The reason for such absence; and
- (3) The anticipated date of return at the earliest opportunity prior to the time scheduled to report for work.

(h) Dispatchers believed to be abusing sick leave privileges, in the first instance, may be given written warning by the Town Supervisor, Chief of Police, or designee that any future sick leave must be supported by medical documentation and further that a failure to improve or to provide said documentation and/or improvement will be grounds for further disciplinary action.

(i) If a Dispatcher is believed to be abusing sick leave privileges after being given the warning set forth in Section 8.02(h), the PSD shall be subject to the disciplinary procedure of this agreement, without any further warnings.

(j) In the event a Dispatcher is laid off as a result of the abolition of a position and returns to employment in the bargaining unit within one (1) year, any previously accumulated sick leave balance shall be restored to the PSD.

(k) If a Dispatcher is absent for three (3) consecutive work days, the Chief of Police or designee may require a medical report attesting to:

- (1) The Dispatcher's illness;
- (2) A family member's illness; or
- (3) The PSD's inability to work before the Dispatcher shall receive pay for those days, as set forth in Section 8.01a.

If a Dispatcher is absent the day before and the day after a RDO, or the day before and the day after a holiday, such absence shall be considered as three (3) consecutive work days for purposes of this subsection.

Section 8.03 - Unused Sick Leave Upon Retirement

(a) Dispatchers who retire shall be compensated for accumulated and unused sick leave at the time of retirement in an amount equal to 65% of the total value of such accumulated and unused sick leave after application of such to retirement.

Section 8.04 - Sick Bank

In order to aid Dispatchers who have suffered a prolonged illness and whose regular sick leave has been exhausted, a sick bank is established.

1. The PSDA (Public Safety Dispatchers Association) sick bank was established in 1990 with the intent to assist members during periods of prolonged illness or disability resulting in the depletion of their accumulated leave. Participation in and use of the bank shall be limited to PSDA members. The bank shall be maintained by the Executive Board and the President or their designees.

2. Members may join the sick bank by written request within thirty (30) days of their first year of employment as a Public Safety Dispatcher and authorizing the deduction of two (2) days of their accumulated sick time for deposit to the bank. In January of each successive year, one and one half (1.5) days shall be automatically deducted for deposit into the bank by the Senior Public Safety Dispatcher or other designee.

3. Any PSDA member that is non-participating may elect to join the sick bank each year between January 1st and January 31st only. Such members must submit their request in writing and donate the required number of days retroactive to their date of hire.

4. Members will remain in the sick bank unless they resign by written request. Upon written resignation from the sick bank, all days donated while a member will thereby be forfeited.

5. As of February 1st, 2018 there are 837.25 days of accumulated sick time in the sick bank.

6. A copy of all applications to enter the sick bank will be forwarded to and reviewed by the Captain of Administration.

7. In December of each year, an audit with the Captain of Administration and a PSDA Union Official will be conducted to review accuracy of sick bank accruals.

8. A participating member will be allowed use of time from the sick bank only after his/her accumulated sick time has been depleted.

9. A member who is ill or disabled for more than one (1) week may initially draw up to ten (10) days from the sick bank. Such request shall be made in writing to the Executive Board of PSDA Union and must include supporting documentation from his / her health care professional.

10. If additional days are needed, a member must first deplete all of his / her accumulated compensatory, vacation and personal time. Members with less than ten (10) years of employment may request up to forty (40) additional days per calendar year. Members with ten (10) or more years may request up to sixty-five (65) additional days.

11. If for any reason, the sick bank is dissolved, any remaining days will be credited to participating members based upon their date of application.

12. In the event of a medical emergency nothing here prohibits the PSDA having the ability to aid members in distress with additional sick days from the PSDA Sick Bank.

Section 8.05 - Sick Leave Upon Death

If a Dispatcher dies while being an employee covered under this Agreement, payment of a portion of any accumulated and unused sick leave balance shall be made to the employee's estate. Such payment shall equal 65% of the total value of accumulated and unused sick leave.

Section 8.06 - Sick Leave Upon Resignation

In the event a Dispatcher resigns from employment as a Dispatcher, due to accepting another Town position, any accumulated unused sick leave shall be transferred to the Dispatcher's credit and usage in the new position.

Section 8.07 - Sick Leave Redemption

A Dispatcher who has accumulated one hundred (100) sick days and has longevity with the Town for less than 25 years, may redeem up to ten (10) sick days per calendar year, provided that one hundred (100) sick days are maintained. Payment shall be at the Dispatcher's regular rate of pay. Any Dispatcher 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 Dispatcher has notified the Town of his intention to sell back this time, the number of hours redeemable may not be increased. However, if the Dispatcher elects to redeem less than ten (10) sick days, the request shall be granted. Payment will be made by the Town during the second week of February of the following calendar year.

This provision is not retroactive.

Article 9 LEAVE OF ABSENCE

Dispatchers shall be eligible for a leave of absence for reasonable purpose including, but not limited to, a child rearing leave for natural or adopted children after (6) months of employment. All such leaves, whether paid or unpaid, shall be handled in accordance with the following procedure:

(a) Any request for a leave of absence shall be submitted in writing by the Dispatcher to the Board. The request shall state the reason for the leave of absence and the length of time off the Dispatcher desires.

(b) Authorization for a leave of absence shall be furnished to the Dispatcher by the Board in writing. The Board may include any conditions deemed necessary upon the granting of such leave of absence.

(c) Request for leave of absence shall be answered in a prompt fashion by the Board no later than the day succeeding the next regularly scheduled Town Board meeting following receipt of such request.

(d) No leave of absence shall exceed one year in length.

(e) A Dispatcher shall be returned to the position held at the time the leave of absence was granted. Dispatchers shall not accrue seniority while on any leave of absence granted pursuant to this Article.

(f) A request for leave of absence shall not be granted to the Dispatcher for the purpose of engaging in employment other than for the Town of Cheektowaga except that a request for a leave of absence for reasons of self-employment for a period of no longer than six (6) months may be granted at the Town Board's discretion.

(g) The granting or denying of any leave of absence is at the sole discretion of the Town Board. Its decision is final and binding on all parties and is not reviewable through the grievance procedure.

Article 10 LEAVES

Section 10.01 - Bereavement Leave

(a) Dispatchers who were previously full-time employees of the Town of Cheektowaga Fire Alarm Committee shall be granted up to five (5) consecutive days paid leave to the event of the death of the Dispatcher's spouse, parent, child, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. If a death occurs during the regular workday, that day will not be charged as one of the five days.

(b) For Dispatchers hired on or after January 1, 1989, paid bereavement leave shall be granted as follows: Death of spouse, child, parent, grandparent, grandchild, brother or sister, up to five (5) consecutive days. Death of a father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law, up to three (3) consecutive days.

(c) To be eligible to receive paid bereavement leave, the Dispatcher shall notify the immediate supervisor or designee at the earliest opportunity prior to the time the PSD is scheduled to report. The Dispatcher shall advise the immediate supervisor or designee of the reason for the absence and the anticipated number of days the PSD will be absent from work, as a result thereof.

(d) In the event of a relative's death, not previously described, the Dispatcher upon request, will be granted time-off, without loss of pay or benefits for the day of the funeral. This leave will be charged against any time off or sick leave accumulated by the Dispatcher. Which time is charged will be the Dispatcher's decision.

Section 10.02 - Personal Leave

(a) Personal leave shall mean a paid leave of absence from scheduled work for the purpose of the Dispatcher performing a personal obligation or emergency. Personal leave may not be used on Memorial Day, Independence Day or Labor Day.

(b) Dispatchers shall be granted three (3) personal leave days following completion of their first year of employment; four (4) personal leave days following completion of their second year of employment; five (5) personal leave days following

completion of their third year of employment and thereafter, five (5) personal leave days per year. The leave will be pro-rated on a calendar year basis, based upon each individual's date of hire by the Town.

(c) The Town and the Association agree to the following procedures governing personal leave. Personal leave days are non-cumulative and shall be submitted to the Public Safety Dispatchers' shift supervisor or, if unavailable, to the alternate shift supervisor. Personal leave days cannot be submitted or requested more than thirty (30) days in advance of the requested day. Personal leave days shall be approved or denied ASAP. However, no more than three (3) members of the bargaining unit will be granted personal leave for the same day, unless manpower permits. The three earliest requests submitted shall be considered first. In the event a personal leave day is submitted within twenty-four (24) hours of the requested day, such request shall not be unreasonably denied. It must be submitted to the Public Safety Dispatchers' shift supervisor or the alternate shift Supervisor, unless the request is of an emergency nature in which case an oral notification to the working shift supervisor must be made. A Public Safety Dispatcher may cancel a personal leave day, by written notice to the shift supervisor or working shift supervisor at least eight (8) hours prior to the approved leave.

(d) Any personal leave days not used by a Dispatcher shall be added to his vacation entitlement in the following year or to his sick leave accumulation, at the Dispatcher's option. Section 7.04 does not apply to this section.

Section 10.03 - Jury Duty

Dispatchers who are required to report for jury duty, must notify and provide a copy of the notice to the PSD's immediate superior. Dispatchers who report for jury duty shall be paid their full salary. However, the PSD shall assign to the Town, any monies received for serving jury duty, except those received as reimbursement for actual expenses (i.e. mileage, meals, lodging, etc.).

Section 10.04 - Civic Duty

(a) Dispatchers subpoenaed to appear before a court or other public body, on a matter not related to their work and to which they are not personally involved as plaintiff, defendant or other party, shall be granted leave with pay for the time required of such subpoena. The Dispatcher shall use compensatory time, sick leave accumulation, vacation days or personal leave days for such absence, at the employee's option, to receive pay for such. The employee must provide a copy of the subpoena to the immediate supervisor prior to the time the PSD will be absent in order to receive pay for such absence.

(b) Dispatchers subpoenaed to appear before a court or other public body on a matter related to their employment with the Town during their regularly scheduled hours of work, shall receive the regular rate of pay for such time, without less of any leave

accruals or benefits. The Dispatcher must provide a copy of the subpoena to the immediate supervisor prior to the time of the absence from work.

(c) If a Dispatcher is required to appear in the Town of Cheektowaga Justice Court on a matter related to the PSD's employment with the Town, at a time other than the PSD's regularly scheduled work hours, the PSD shall be paid a minimum of 3 hours overtime. If the Dispatcher is required to appear in any other court or administrative tribunal at a time other than his regularly scheduled work hours, and the matter is related to the PSD's employment with the Town, the PSD shall be paid a minimum of 3 ½ hours overtime. A Dispatcher scheduled to appear will be paid the minimum appearance time in the event of an adjournment, unless notice of the adjournment is received at least ten (10) hours prior to the scheduled appearance.

Section 10.05 - Military Service Leave

All Dispatchers eligible for benefits under Section 242 and 243 of the Military Law of the State of New York shall be afforded such benefits in accordance with the law.

Section 10.06 - Leave for Civil Service Examination

(a) Upon advance written application to the Town Board, a Dispatcher shall be granted time, consistent with the maintenance of the duties of the Communication Center, with no loss of pay, to take Civil Service tests related to employment with the Town. Leave will be granted for the specified time limit of the examination, as authorized by the Town Board.

(b) The parties acknowledge that the maintenance of the public safety Communication Center, and its proper functioning is of the utmost concern. If, as a result of civil service promotional examination, the manpower level of the office should fall below proper standards, as determined by the Town, those standards may be met by utilizing the Senior Public Safety Dispatcher to function in the Communication Center.

Article 11 UNPAID LEAVES

Section 11.01 - Union Business

(a) Members selected from the Union to participate in any Union activity may be granted an unpaid leave of absence, at the Union's request. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period of time upon the request of the Union.

Section 11.02 - Education

(a) After the completion of one (1) year of service a Dispatcher, upon request, may be granted a leave of absence for educational purposes. The period of time of the leave of absence shall not exceed one (1) year, but it may be extended or renewed upon the request of the Dispatcher.

(b) A one (1) year leave of absence (with any granted extension) for education purposes shall not be provided more than once every three (3) years.

(c) Dispatchers may be granted leave of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability relating to employment with the Town.

Section 11.03 - Maternity Leave

A Dispatcher who is disabled as a result of pregnancy shall be permitted maternity leave. Maternity leave shall commence on the date the Dispatcher is incapable of performing her duties and shall terminate on the date the Dispatcher is capable of returning to her regular duties, as determined by attesting medical reports. During such maternity leave, the Dispatcher shall utilize accumulated sick leave, compensatory time, personal leave and vacation. In addition, the employee may have medical insurance premiums paid by the Town, pursuant to Article 14, during such maternity leave, upon request.

Article 12 RETIREMENT PLAN

(a) The Town shall provide retirement benefits pursuant to Section 75-c of the Retirement and Social Security Law of the State.

(b) The Town shall be copied with all requests for retirement submitted to the New York State Retirement System by a PSD.

(c) The Town and the Union agree that the Copeland Group, A. G. Edwards & Sons, Inc., and Empire Financial Services shall be authorized to accept deferred compensation contributions from members. Other companies may from time to time be authorized to accept contributions from members. Dispatchers may only change carriers once within each calendar year.

(d) The Town shall make payments to the deferred compensation program on June 1 and December 1 of each calendar year.

Article 13
INSURANCE COVERAGE

The Town will provide a fifty thousand (\$50,000) dollar group life insurance policy for each member of the bargaining unit. Such policy shall become effective upon completion of three (3) months of service.

Article 14
HEALTH INSURANCE

Section 14.01 - Health Insurance

Effective January 1, 2010:

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

(b) The attached Appendix "A" benefits shall be termed the "base plan", individual employees or retirees 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 20 herein.

(d) Upon reasonable advance written application or notice to the Employee Relations Office, employees may continue health insurance coverage in the Town of Cheektowaga Health Insurance Plan while on authorized leave of absence without pay provided that the employee makes full payment of the monthly premium on or before the first 1st day of each month that the employee is on leave.

(e) The surviving spouse of a Town employee or retiree shall be entitled to continue health insurance past the maximum COBRA duration at the surviving spouse's own cost, if permitted by the carrier at issue and pursuant to Town policy.

(f) The Town shall have the right to eliminate duplicate coverage. Upon request, an employee shall sign a statement as to whether he has available or will procure health insurance coverage through the employment of a spouse, other employment of the employee or through private insurance plan.

(g) **DOUBLE COVERAGE** - The Town agrees to pay employees 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 1st. This same timing and procedure shall apply to an employee opting back into the Town plan. This payment can be made only when the employee signs a statement that the employee has or will procure health insurance through the spouse's employment, other employment of the employee, or a private insurance plan. Such payment shall be made on or about April 1st of each year. If the employee wishes to rejoin the plan within the year, the employee 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 (non-voluntary loss of coverage). Payment under this Section shall be made within (30) days of the effective day of dropping the Town's plan. Employees who exercise their option under this Section shall remain eligible for Section 14(j) benefits at time of retirement. Employees 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 \$1,200.00.

(h) Effective November 1, 2012, employees hired on or before January 1, 2004 shall pay five percent (5%) per month for an individual or family plan during active employment and shall pay three percent (3%) during retirement (retirement contribution rate to apply to employees who retire on or after June 1, 2013). Employees hired after January 1, 2004 and prior to March 12, 2012 shall pay ten percent (10%) per month for an individual or family plan during active employment and seven percent (7%) during retirement. Employees hired on or after March 12, 2012 and prior to March 8, 2022, shall pay fifteen percent (15%) for an individual or family plan during active employment. Employees hired on or after March 8, 2022 shall pay twenty percent (20%) for an individual or family plan during active employment. All employees shall have the option of using the Town's Section 125 plan.

(i) The Town shall also provide to employees a dental plan known as Dental Pay Plus subject to the same contribution requirement as set forth in Section h above. Coverage shall include the benefits as set forth in Appendix A attached to this Agreement and dependent coverage up to age twenty-three (23).

(j) The Town shall provide health insurance for employees hired prior to March 12, 2012, who at the time of retirement are otherwise entitled to coverage under this article, and who retire in accordance with Article 12, provided the employee, 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 employee is

a member, and, before qualifying for such pension benefits, shall have completed ten (10) consecutive years of service with the Town. All retirees, however, must take whatever steps necessary to enroll in Medicare supplemental coverage at the age of sixty-five (65), and the Town shall be permitted to provide a replacement plan such as a Senior Blue or Medicare Advantage Plan provided 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. Such coverage shall extend for the life of the retired employee and his/her spouse; provided if the retired employee 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. Retirees shall not be permitted to add a spouse to coverage subsequent to the date of retirement.

(k) Employees hired into a position represented by the Association on or after March 12, 2012 shall have their unused sick leave upon retirement converted to a dollar amount based upon the employee's daily wage rate at 100% of value. The Town shall then apply this dollar amount to pay for the premium cost of the continuation of health insurance coverage upon separation from employment until the dollar amount is exhausted, at which time the retiree may continue coverage by remitting the required premium cost directly to the Town to the extent permitted by law and the terms of the Town's health insurance plan.

(l) Retirees who are eligible for coverage during retirement pursuant to Section J above, shall contribute towards the premium cost of such coverage the same percentage of premiums as was applicable to the employee at the time of retirement. Such retirees 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 is equal to or better the overall level of benefits that the retiree had at the time of retirement.

(m) Any employee 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 Association. If the Association believes that the new replacement plan is not substantially equal or better, the Association 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. The Town will not change health insurance brokers or actuaries without providing advanced notice to and consulting with the Association.

(o) Health insurance shall commence on the thirty-first (31st) day of full-time employment. Additionally, in the event an employee dies, health insurance coverage will be subject to the contribution requirements set forth in Section (h) above, for the 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 an optical insurance commonly known as Blue Shield BCS Option 2 or equivalent, subject to the same contribution requirements as set forth in Section h, above.

Article 15 WAGES

Section 15.01 - Wage Schedule

The wage schedule for all PSD/SPSD shall be as set forth in Appendix "B". Each step shall be increased 3.25% for all PSD/SPSD on each of the following years taking place on January 1, 2024, January 1, 2025 and January 1, 2026. Retroactive wages will be paid to any active member of this bargaining unit working during the contract timeframe or any member who worked during the contract timeframe and has retired into the New York State Retirement System. *** See attached appendix of the wage scale

Section 15.02 - Longevity Service Pay

Effective January 1, 2013, upon the Dispatcher's anniversary date, the PSD shall receive the applicable amount in the following schedule. Such amounts shall be cumulative and paid to the employee on the next pay date following such anniversary:

After Five (5) years - \$855
After Ten (10) years - \$730
After Fifteen (15) years - \$685
After Twenty (20) years - \$805

After 25 years - senior longevity will be paid at the rate equal to 80 hours of a member's base pay, in addition to the longevity schedule listed above provided the member maintains a minimum of 100 accumulated sick days.

Section 15.03 - Pay Period

The wages of all Dispatchers covered by this Agreement shall be paid on the same day each week. In the event this day is a holiday, the preceding day shall be pay day. The Town shall be permitted to implement a bi-weekly pay period provided that such pay period is also implemented for all non-union Town employees and at least two other Town bargaining units.

Section 15.04 - Shift Differentials

(a) A Dispatcher regularly assigned to and working the second shift shall be paid an additional seventy-five (.75) cents per hour for all hours worked.

(b) A Dispatcher regularly assigned to and working the third shift shall be paid an additional one dollar (\$1.00) per hour for all hours worked. When assigned "Discovery", each bargaining unit member will be paid an additional two dollars (\$2.00) per hour for all hours worked.

Section 15.05 - Vacation Pay

A Dispatcher shall make arrangements at least two (2) weeks in advance if he desires to receive his vacation pay prior to taking his vacation.

Article 16 CALL TIME

Section 16.01 - Call Time

(a) A Dispatcher called for duty, in addition to or outside the PSD's regularly scheduled shift, and for time not contiguous to his regularly scheduled tour, shall be paid a minimum of three (3) hours call-in time at the rate of time and one-half.

(b) All call-ins shall be on a seniority basis based on:

- (1) The shift during which the call-in is necessary; and
- (2) On general seniority.

In the event no one accepts the call-in, the least senior Dispatcher not then working overtime may be held over four (4) hours and the least senior working Dispatcher scheduled to work the next shift on a non-overtime basis may be compelled to come in four (4) hours early. In such event, both Dispatchers shall be paid at the overtime rate for their respective, additional four (4) hour tours.

(c) The Town may institute an automated procedure for call-ins based on Alpha Pagers or similar state of the art technology. Provisions will be made to account for seniority preference with this system. On duty Dispatchers will be expected to operate the equipment necessary for these call-ins and to log responses. Any receivers, devices etc. necessary to receive such messages will be provided and paid for by the Town. The Union agrees and understands that the Town has this right.

(d) The Town may institute a system for call-ins using Dispatcher personnel or supervisory personnel other than those currently and previously responsible for such duties.

(e) If there is sufficient manpower working with no SPSD present for that shift, the most senior person will assume the SPSD duties.

Section 16.02 - Premium Rates of Pay

A Dispatcher who works in excess of eight (8) hours within a consecutive twenty-four (24) hour period, or more than eight (8) hours in a calendar day or forty (40) hours in a work week shall be paid at the overtime rate. This does not include shift trades.

Section 16.03 - Training Time

(a) Any Dispatcher required to attend in-service training, on off-duty time, shall be compensated at the overtime rate.

(b) For the purpose of training, a Dispatcher may be reassigned to another shift for a total not to exceed ten (10) tours of duty in a calendar year. These days may be consecutive or random. The dispatcher will be given a minimum of seven (7) calendar days' notice.

(c) A Dispatcher may be authorized by the Chief of Police or designee, to use the PSD's own vehicle to attend training. The Dispatcher will be reimbursed at the prevailing IRS rate for actual duty miles traveled.

(d) A Dispatcher required to attend training away from his normal duty site, and outside of the geographical boundaries of the Town, for a session that extends over a "Lunch Break" will be reimbursed for that meal at the prevailing Town rate. Reimbursement will be done in a timely manner, using the prescribed Town procedures.

Section 16.04 - Use of Compensatory Time

The Town and the PSDA agree to the following procedures governing compensatory time. A PSD/SPSD who intends to use compensatory time cannot submit a request more than thirty (30) days in advance of the requested day. Once requested and submitted to the shift supervisor, it will not be approved until five (5) days prior to the requested date.

Section 16.05 - Out of Title

Anytime a Dispatcher is assigned by management, in an "Acting" capacity and performs the duties of a higher rank, grade, classification or assignment, the PSD shall be paid the higher-level wage rate preference for such temporary assignment(s). The assignment of Out of Title duties shall be based on seniority, unless there is cause to bypass the senior employee due to disciplinary or other mitigating circumstances.

Section 16.06 - Training

Whenever a Dispatcher is assigned to perform formalized training (e.g. at Central Police Service) or involving daily observation reports, such Dispatcher shall receive compensation in an amount of an additional six (\$6.00) dollars per hour for such training.

Article 17 SENIORITY

Section 17.01 - Definition

Seniority shall be defined as a Dispatcher's length of continuous service with the Town since the last date of hire as a Public Safety Dispatcher or promotion to Senior Public Safety Dispatcher. In the event there is more than one promotion on one date, the order of names appearing on the resolution will determine rank within title. In the event that more than one (1) Dispatcher is hired on the same date, the Dispatcher's ranking on the Civil Service list for said position shall control seniority. In the event more than one Dispatcher is hired on a provisional basis, in the absence of any Civil Service list, the order of names appearing on the Town Board's hiring resolution shall control.

Section 17.02 - Probationary Employees

(a) All new Dispatchers shall be considered as probationary employees for the first one (1) year of employment. There shall be no seniority among probationary employees. Upon successful completion of probation, the Dispatcher shall be placed on a seniority list. Newly-hired Dispatchers shall be eligible for bereavement leave, jury duty leave and health insurance benefits, as set forth herein, on the first day of the next succeeding month following appointment. Twelve (12) weeks after the PSD's date of hire, the PSD is entitled to all benefits afforded to all regular full-time Dispatchers, except as otherwise set forth herein.

(b) Except for discharge and discipline for non-Union activity, the Union shall represent probationary Dispatchers for the purpose of collective negotiations with respect to wages, hours and other conditions of employment as set forth under Article 1 of this Agreement.

Article 18 WORK FORCE CHANGES

Section 18.01 - Competitive Civil Service Jobs

The Civil Service Law of New York and the Rules and Regulations of the State Civil Service Commission shall govern the selection of employees for position in the competitive class of Civil Service. Selections from promotional list shall be made so long as said lists remain valid before any consideration may be given to names appearing on any other list that may be in effect.

Section 18.02 - Layoff

(a) The word "layoff" means a reduction in work force. If the Board anticipates a layoff, it shall notify the affected Dispatchers and the Union fifteen (15) days prior to such anticipated layoff.

(b) The applicable provisions of the Civil Service Law shall determine competitive class employees' layoff procedure.

Section 18.03 - Recall

When the work force is increased after a layoff, Dispatchers will be recalled according to the order of seniority as defined in this Agreement. Notice of recall shall be sent to the Dispatcher at the last known address by certified mail. If a Dispatcher fails to report for work on the tenth (10) day, following the date that the notice of recall was mailed, the PSD shall be considered a "quit". Recall rights for a Dispatcher after a layoff shall expire three (3) years from the date of the layoff.

Article 19 DISCIPLINE AND DISCHARGE

(a) The procedure for taking disciplinary action against any Dispatcher covered by this Agreement shall be as set forth herein. Since covered employees are protected by Section 75 and 76 of the Civil Service Law, a Dispatcher shall have the option of resorting to the procedures therein in lieu of the procedures of this Article.

(b) Once it is determined by the Town that a Dispatcher may be subject to disciplinary action, the PSD shall be provided an election form to be signed indicating whether the employee elects to proceed pursuant to the provisions of this Article or pursuant to the provisions of the Civil Service Law. The failure of the employee to complete the form or to return it within three (3) days of the date thereof, shall constitute a waiver of the employee's election and disciplinary action shall proceed pursuant to either this Article or the Civil Service Law, at the election of the Town.

(c) Disciplinary action shall include: oral reprimand, written reprimand, suspension without pay, discharge or any combination of the foregoing.

(d) If a supervisor has reason to reprimand a Dispatcher, it shall be done privately. However, a Union representative and a representative of the Town Board may be present, but the reprimand shall be done in a manner that will not embarrass the Dispatcher before other employees or the public.

(e) If disciplinary action is to be taken against a Dispatcher, other than oral or written reprimand, notification of such shall be given the Dispatcher and the Union President in writing. Such notice shall state the reason for the disciplinary action and the penalty imposed.

(f) A reprimand, either oral or written, maybe processed only through Step 3 of the grievance procedure hereinafter set forth. In the event of disciplinary action, other than reprimand, a grievance contesting such shall be initiated at Step 2 of the grievance procedure and shall be subject to the arbitration provisions thereof.

(g) Nothing herein shall prevent the Chief of Police from suspending an employee without pay pending further disciplinary action in the event of a serious violation.

(h) Provided there are no further instances of a similar nature, a written reprimand shall be removed from the Dispatcher's file after twelve (12) months from the date thereof.

Article 20 SETTLEMENT OF DISPUTES

Section 20.01 - Grievance and Arbitration Procedure

A grievance is a dispute which may arise between the parties over the application, meaning or interpretation of the provisions of this Agreement. Grievances are to be resolved at the lowest possible level of the grievance procedure. Grievances shall be settled in the following manner:

Step I: Any grievance may be discussed informally between the grievant (a representative of the Union, if desired by the grievant), and the Senior Public Safety Dispatcher or Headquarters Lieutenant, if applicable. Such grievance shall be discussed within five (5) days of the occurrence thereof.

- (a) If unresolved, such grievance shall then be presented either verbally or in writing by the grievant to the supervisor of the communication division. Such grievance shall be presented to said supervisor within ten (10) days of the occurrence of the grievance. The supervisor shall

respond to the grievance in the same form as the grievance was presented within five (5) days of such presentation.

Step II: If still unresolved and within five (5) days after the response of the communication division's supervisor is either made or due, whichever shall occur sooner, the grievance shall be submitted in writing by the Union to the Chief of Police or designee. The Chief or designee shall discuss the matter with the Union within ten (10) days of the receipt thereof, and shall provide an answer thereto, in writing, within five (5) days after such meeting.

Step III: If the grievance is not resolved, it shall be presented in writing by the Union or its authorized representative to the Coordinator of Employee Relations within five (5) days after the response of the Chief of Police or designee is due. When presented to the Coordinator of Employee Relations, the grievance shall include all writings and responses previously made. A copy shall be served simultaneously on the Labor/Management Committee of the Town Board. The Coordinator of Employee Relations shall discuss the grievance with the Union or its designee within ten (10) working days from receiving the grievance and shall respond in writing, within five (5) working days of such meeting.

Step IV: If the grievance or dispute is still unresolved, either party may demand in writing an arbitration. Such demand must be made within twenty (20) days after the reply of the Coordinator of Employee Relations is due.

- (a) The arbitration proceeding shall be conducted by an arbitrator from the following list: James Atleson, Howard Foster, and Stuart Pohl. Cases shall be assigned on a rotating basis. If, at the expiration of this Agreement, either party should decide to eliminate the panel of arbitrators and to follow the procedures of the Public Employment Relations Board of the State of New York, that party shall give the other notice thereof, at least thirty (30) days prior to the expiration of this Agreement
- (b) The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.
- (c) Expenses for the arbitrator's services and proceedings shall be borne equally by the Town and the Union. If either party desires a transcribed copy of the proceedings, it shall pay for such transcript and make copies available without charge to the other party and to the arbitrator.
- (d) No arbitrator shall have the power to amend, modify or delete any provisions of this Agreement.

- (e) Upon the mutual agreement of both parties, an arbitrator may be requested to hear and make determination on more than one (1) case, even though the cases are not related.

Section 20.02 - Time Limitations

Time limitations to the grievance procedure may be extended and steps may be by-passed by mutual agreement in writing.

Section 20.03 - Grievance Meetings

Any grievance meeting held pursuant to this Article during a Dispatcher's working hours with the Town shall be without loss of wages for the dispatchers present at such meeting.

Article 21 UNION COMMITTEES

Section 21.01 - Grievance Committee

(a) Dispatchers selected to act on behalf of the Union shall be known as Union officers. The name, of such shall be certified in writing to the Town Board by the Union.

(b) Such representatives may investigate and process grievances during working hours, without loss of pay or benefits, consistent with the proper operation of the Communication Center.

Section 21.02 - Labor/Management Committee

Conferences between at least two (2) representative of the Police Department administration and (2) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties, will be scheduled upon request. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed. Dispatchers acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within then regular work hours.

Section 21.03 - Negotiation Committee

Dispatchers selected by the Union, not exceeding four (4) in number, to act in its behalf during the period of negotiation of a labor contract shall suffer no loss of time or pay for such time spent during their regular work hours.

Section 21.04 - Renewal Of Agreement

The Town and the Union agree to commence negotiations for a successor or amended contract within thirty (30) days following ether party's submission of contract

proposals for such contract. Contract proposals should be exchanged no later than ninety (90) days prior to the execution of the contract. Neither party shall submit contract proposals prior to June 15 of the year in which the contract expires.

In any negotiations described in this contract, each party shall have the right to select its own consultants and representatives from inside or outside the Town. It is recognized that no final agreement between the parties shall be effected without ratification by the Town Board and by the members of the Union.

Article 22 STRIKES AND LOCKOUTS

Section 22.01 - Lockouts

No lockout of employees shall be instituted by the Town during the terms of this Agreement.

Section 22.02 - Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

Article 23 GENERAL PROVISIONS

Section 23.01 - Pledge Against Discrimination and Coercion

(a) The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed disability, national origin or political affiliation. The Union shall share equally with the Board the responsibility for applying this provision of this Agreement.

(b) All reference to employees in this Agreement designate both sexes, and wherever one gender is used, it shall be construed to include both male and female employees.

(c) The Board agrees not to interfere with the rights of Dispatchers to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Town or any Town representative against any Dispatcher because of Union activity in an official capacity on behalf of the Union.

(d) The Town shall indemnify and hold harmless its bargaining unit employees against any and all expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to loss of use and/or services, bodily injury, death, personal injury or property damage arising from or which occurred while the employee was acting within the scope of his employment and duties. The Town Attorney may assume control of the representation of the employee. The

employee shall cooperate fully with the Town Attorney and those appointed by the Town Attorney in the conduct of the case.

Section 23.02 - Union Activities on Employers Time and Premises

(a) Provided that the Union activities does not interfere unreasonably with performance of work or the proper function of the Communication Center, the Town agrees that during working hours and on the Town's premises and without loss of time or pay, Union representatives shall be allowed to perform the following:

- Post Union notices;
- Distribute Union literature;
- Solicit Union membership during other Dispatcher's non-working time;
- Transmit communications authorized by the local union or its officers to the Town or its representatives;
- Consult with the Town, its representative or local union officers concerning the enforcement of any provision of this Agreement;
- Instruction of loss control and safety.

(b) Two Hundred and Forty (240) hours of union release time, with pay, per calendar year, shall be made available to the Union for conventions, educational conferences, seminars and the like. The Town shall be advised, in writing, at least two weeks in advance of the time to be utilized, the purpose of the release time, and the name(s) of the individual(s) utilizing the said time. This release time will only be approved if it does not create an overtime call-in situation.

Section 23.03 - Work Rules

(a) The Town agrees to discuss changes to existing work rules or the establishment of new work rules with the Union.

(b) In the event an agreement cannot be reached between the parties, then the Town may implement such work rule changes. However, the Union retains the right to utilize the grievance arbitration provision of this Agreement to restore the work rule to the status quo for good cause shown.

(c) When existing rules are changed or new rules are established, they shall be posted prominently on the Union bulletin board.

(d) The Town agrees to furnish each Dispatcher with a copy of all existing work rules within thirty (30) days after they become effective. Newly-hired Dispatchers shall be provided a copy of the rules at the time of hire.

(e) Dispatchers shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

(f) Any complaint as to the reasonableness of any new or existing rule or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the grievance procedure.

Section 23.04 - Uniform Allowance

(a) Dispatchers shall be given a uniform and maintenance allowance for the purchase, maintenance and cleaning of uniform in the amount of \$525 during each year of this Agreement.

(b) Any item of uniform and/or equipment damaged during a Dispatcher's tour of duty shall be repaired and/or replaced by the Town at its expense.

(c) Dispatchers who receive a uniform allowance and leave the position of Public Safety Dispatcher for any reason during the calendar year, shall return to the Town a pro-rata share of the yearly uniform allowance.

(d) Any change in the uniform specs will be subject to impact negotiations between the parties.

Section 23.05 - Personnel Policy

Fifty (50) copies of this Agreement shall be provided by the Town for distribution by the Union President. The agreement shall be typed in large font typing.

Section 23.06 - Personal Automobile Reimbursement

Dispatchers who are obligated to use their Personal automobile on Town business shall be reimbursed at the IRS rate. The Chief of Police or designee must authorize any such use.

Section 23.07 - Tuition Reimbursement

With the prior approval from the Chief of Police, the Town will pay twenty-five percent (25%) of the tuition for Dispatchers taking job-related courses provided that the Dispatcher receives a grade below "B" but not lower than the grade of "C". With the prior approval from the Chief of Police, the Town will pay fifty (50%) percent of the tuition for Dispatchers taking job-related courses, provided that the Dispatcher completes the course(s) with a grade "B" or better.

Section 23.08 - Residency Requirement

Employees covered by this Agreement shall be required to reside within the Town of Cheektowaga.

a) Newly appointed dispatchers will have one (1) year to establish residency within the Town of Cheektowaga.

b) After both five (5) years of service and five (5) years of residency within the Town of Cheektowaga, a dispatcher may relocate, if they choose, anywhere within Erie County.

Section 23.09 - New Positions

The Town agrees that in the event it establishes any new positions, duties or classifications within the negotiating unit, the Town will furnish the Association with the job descriptions and will negotiate the impact with the Association.

Section 23.10 - Office Equipment

The Town reserves the right to make equipment and/or office furniture changes when deemed necessary. The Town agrees to discuss proposed equipment and/or office furniture changes with the Association before such changes are made.

Section 23.11 - Drug and Alcohol Testing

The parties agree a random drug testing program as proposed by the Town will become an enforceable part of this Agreement once established.

Section 23.12 - E.A.P. Program

The Town agrees to continue to the current E.A.P. program with Child and Family Services or to offer equivalent program through an alternative provider.

Section 23.13 - Shift Trades

(a) Dispatchers shall be allowed to trade shifts with non-probationary Dispatchers. In such event, Dispatchers shall have a shift trade form filled out and signed by both parties. A Dispatcher who fails to report for their traded shift, without covering the shift, may be suspended from shift trades for up to six (6) months. As of January 1st, 2024, Dispatchers will be allowed to trade no more than thirty (30) shifts within a calendar year.

(b) Senior Public Safety Dispatchers will be allowed eighteen (18) shift trades in a calendar year as of January 1st, 2024. Nine (9) of which can be with any non-probationary Dispatchers, and the other nine (9) will only be allowed with another SPSD. In such event, an SPSD shall have a shift trade form filled out and signed by both parties. A SPSD who fails to report for their traded shift, without covering the shift, may be suspended from shift trades for up to six (6) months.

Section 23.14 - Office Space

The Town agrees that, if and when the Police Department moves to a new and larger facility, they shall provide the Union with an office in which to conduct union business. The Union shall be permitted to install, at its expense, such telephone lines as may be necessary.

**Article 24
RULES OF CONDUCT**

The rules and regulations of the Cheektowaga Police Department, governing the conduct of Public Safety Dispatchers are hereby incorporated in this Agreement by reference. In situations where the provisions of such rules and regulations may conflict with the provisions of this Agreement, the provisions hereof shall control. Within thirty (30) days of employment, each member shall be provided with a copy of said rules and regulations.

**Article 25
SAVINGS CLAUSE**

Should any article, section or other portion thereof of this Agreement be declared unlawful or unenforceable by any court or competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof directly specified in the decision.


**Article 26
TERMINATION AND MODIFICATION**

This Agreement shall become effective on the first day of January, 2024, as here in before set forth and shall continue in full force and effect until December 31, 2026 and from year to year thereafter, unless otherwise modified or amended.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 1st day of January, 2024 in the Town of Cheektowaga, Erie County, New York.

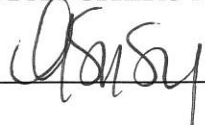
**TOWN OF CHEEKTOWAGA,
ERIE COUNTY, NEW YORK**

Date Executed: 1/21/2026

By: 
Brian Nowak, Town Supervisor

**CHEEKTOWAGA PUBLIC SAFETY
DISPATCHERS ASSOCIATION**

Date Executed: 1/21/2026

By: 
Print Name: Gini Silsby

APPENDIX "A"
Article 14 - Health Insurance

BlueCross BlueShield POS 201 All Town Employees	
MEDICAL SERVICES	
Office Visit	\$10 adults \$0 for pediatric visits for dependents under 19
Specialist Visit	\$15
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
Women's Services	
Maternity Care	Covered in full after initial copay
Gynecological Office Visits	\$5
Mammograms	Covered in full
Pap Smears	Covered in full
Hospital Care	
Inpatient Hospital	Covered in Full
Outpatient Surgery	\$10
Chemo, Radiation, Inhalation Therapy	\$10
Cardiac Rehabilitation	\$10 24 visits per event
Occupational, Speech, Physical Therapy	\$10 30 aggregate visits PMPY
Emergency Room visit	\$35 waived if admitted to hospital
Emergency Ambulance	Covered in full medically necessary
Mental Health Care	
Inpatient Mental Health	Covered in full 30 days PMPY
Outpatient Mental Health	\$10 visits 1-30

Substance Abuse Treatment	
Inpatient Detoxification	Covered in full 30 days PMPY
Inpatient Substance Abuse	Covered in full 30 days PMPY
Outpatient	\$10 60 visits PMPY
Other Services	
Diabetic Supplies & Equipment	\$5
Durable Medical Equipment	20% copay (employee contribution shall be decreased to 10%, Town will self-insure this deduction)
Home Health Care	\$10 In network - unlimited visits Out of network - 365 visits
Hospice	Covered in full, up to 210
Prosthetic Devices	20% copay
Skilled Nursing Facility	Covered in full, non-custodial
Prescription Drugs	
Prescription Drugs, Generic/Formulary	\$3/\$15/\$30 mail order - 1 copay/90 day supply (\$0 generic oral contraceptives)
Dependent Coverage	
Dependent/Student	25 years of age (or 26 years of age if required by Federal Law)
Miscellaneous(Out-of-Network Benefit)	
Deductible	\$250/\$500
Coinsurance	80%/20%
Out of Pocket Maximum	\$2,000/4,000
Lifetime Maximum	Unlimited
Lasik eye surgery	50% / eye max of \$400 / eye
Wellness rider	\$250 aggregate allowance per contract for Massage therapy Acupuncture Gym membership
Wellflex Program	Through Prism

APPENDIX "B"
Article 15 - Wage Schedule

Public Safety Dispatchers							
		After	After	After	After	After	Percent
	Starting	1 year	3 years	6 years	10 years	15 years	Increase
2023	22.303	27.290	30.220	30.653	31.545	x	x
2024	25.092	28.177	31.202	31.649	32.570	34.070	3.25%
2025	25.907	29.093	32.216	32.678	33.629	35.177	3.25%
2026	26.749	30.038	33.263	33.740	34.722	36.321	3.25%

Senior Public Safety Dispatcher				
		After	After	Percent
	Starting	2 years	5 years	Increase
2023	38.250	38.850	39.250	x
2024	39.493	40.113	40.526	3.25%
2025	40.777	41.416	41.843	3.25%
2026	42.102	42.762	43.203	3.25%