

**AGREEMENT**

**between**

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

**and**

**THE TOWN OF CHEEKTOWAGA  
CAPTAINS AND LIEUTENANTS ASSOCIATION, INC.**

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

# TABLE OF CONTENTS

Page

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.....	2
ARTICLE IV .....	2
Section 4.01 - Uniform Maintenance Allowance .....	2
ARTICLE V .....	3
Section 5.01 - Seniority Within Rank and Shift Preference .....	3
Section 5.02 - Transfers and Filling of Vacancies.....	3
Section 5.03 - Vacancies.....	3
ARTICLE VI.....	4
Section 6.01 - Salaries .....	4
Section 6.02 - Out-of- Rank Pay - Acting Captain.....	5
Section 6.04 - Rate of Pay .....	5
Section 6.05 - Overtime Pay .....	5
Section 6.06 - Call-in Pay .....	5
Section 6.07 - Longevity Pay.....	6
Section 6.08 - Redemption of Accumulated Time .....	6
Section 6.10 - Additional Salaries .....	7
Section 6.11- Off-Duty Authority.....	8
Section 6.12 - Jury Duty Pay .....	8
ARTICLE VII.....	8
Section 7.01 - Workday and Workweek.....	8
Section 7.02 - Interrupted Lunch.....	9
ARTICLE VIII .....	9
Section 8.01 - Court Pay .....	9
ARTICLE IX .....	9
Section 9.01 - Holidays.....	9
ARTICLE X.....	10
Section 10.01 - Vacations .....	10
Section 10.02 - Unused Benefits .....	11
Section 10.03 - Vacation Pay Advance .....	11
Section 10.04 - Redemption of Time Upon Retirement .....	11
ARTICLE XI .....	12

Section 11.01 - Bereavement Leave.....	12
ARTICLE XII.....	12
Section 12.01 - Personal Leave.....	12
Section 12.02 - Authorized Leave .....	13
ARTICLE XIII .....	13
Section 13.01 - Sick Leave.....	13
Section 13.02 - Procedures for Taking Sick Leave .....	13
Section 13.03 - Sick Bank .....	14
Section 13.04 - Sick Leave Records .....	15
Section 13.05 - Work-Related Disability .....	15
Section 13.06 - Sick Leave upon Termination .....	17
ARTICLE XIV .....	17
Section 14.01 - Expenses .....	17
ARTICLE XV.....	18
Section 15.01 - Life Insurance .....	18
Section 15.02- Health Insurance .....	18
Section 15.03 - Indemnification .....	22
ARTICLE XVI .....	22
Section 16.01 - Retirement Benefits.....	22
ARTICLE XVII.....	22
Section 17.01 - Association Representatives.....	22
Section 17.02 - Association Offices .....	23
ARTICLE XVIII.....	23
Section 18.01 - Disciplinary Actions .....	23
Section 18.02 - Record of Complaints.....	23
Section 18.03 - Substance of Complaints.....	23
ARTICLE XIX.....	24
Section 19.01 - In-Service Training .....	24
Section 19.02 - Tuition.....	24
Section 19.03 - Civil Service Examinations .....	24
Section 19.04 - Table of Organization.....	24
ARTICLE XX.....	25
Section 20.01 - Bulletin Board .....	25
Section 20.02 - Meeting Room .....	25
Section 20.03 - Fund Raising.....	25
ARTICLE XXI.....	25
Section 21.01 - Grievance Procedure .....	25
ARTICLE XXII .....	276
Section 22.01- Bill of Rights .....	276
Section 22.02 - Time of Interrogation .....	27
Section 22.03 - Identification of Investigating Members .....	27
Section 22.04 - Information Regarding Investigation .....	27
Section 22.05 - Length of Interrogation.....	27
Section 22.06 - Coercion.....	27

Section 22.07 - Right to Counsel.....	28
Section 22.08 - Recording of Interrogation .....	28
Section 22.09 - Advice of Constitutional Rights .....	28
Section 22.10 - Furnishing of Copies .....	28
Section 22.11 - Polygraph .....	28
Section 22.12 - Non-waiver of Constitutional Rights.....	28
Section 22.13 - Neutral Arbitration to Contest Discipline .....	28
Section 22.14 - Drug Testing .....	29
ARTICLE XXIII.....	29
Section 23.01 - Leave of Absence .....	29
Section 23.02 - Non-discrimination .....	29
Section 23.03 - Payroll Deduction/Deferred Compensation.....	29
Section 23.04 - Residency.....	29
ARTICLE XXIV.....	30
Section 24.01 - Management Rights.....	30
Section 24.02 - Conformity to Law .....	30
Section 24.03 - Terms of Agreement.....	30
Section 24.04 - Professional Conduct .....	30
Section 24.05 - Bi-Weekly Payroll.....	30
ARTICLE XXV .....	31
Section 25.01 - Renewal of Agreement.....	31
Section 25.02 - Past Practice .....	31
Section 25.03 - Entire Agreement .....	31
IN WITNESS WHEREOF .....	31
APPENDIX "A" - HEALTH INSURANCE.....	32
APPENDIX "B"- DENTAL INSURANCE.....	35

**THIS AGREEMENT** is entered into as of the 1<sup>st</sup> day of January 2024, by and between **THE TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK**, hereinafter referred to as the "Town" and **THE TOWN OF CHEEKTOWAGA POLICE CAPTAINS AND LIEUTENANTS ASSOCIATION, INC.**, hereinafter referred to as the "Association."

## **ARTICLE I**

### **Section 1.01 - Purpose of Agreement**

The parties hereto desire to provide, through this Agreement: methods for orderly collective bargaining between the Town and the Association; 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. In consideration of the mutual covenants and agreements, herein contained, the Town and the Association, 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 New York State Law and any non-conflicting local laws of the Town.

### **Section 1.03 - Legislative Requirements**

**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 II**

### **Section 2.01 - Recognition**

(a) The Town recognizes the Association as the sole and exclusive bargaining representative for all police members of the rank of Captain or Lieutenant, who are hereinafter referred to, individually as "Captain or Lieutenant" and collectively as "Captains and Lieutenants".

(b) 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 members defined herein, other than the Association.

### ARTICLE III

#### Section 3.01 - Dues Check-off

(a) Upon written authorization from a Captain or Lieutenant, on a form provided by the Association, the Town will deduct weekly from such person membership dues in an amount certified to the Town by the Association. The Town will transmit said amounts to the Association monthly within five (5) business days from the end of each month.

(b) The Town agrees to deduct from the salary of a Captain or Lieutenant who is not a member of the Association an amount equal to the amount of Association dues, which shall be known as an agency fee. Such sum shall be transmitted to the Association in the same manner as dues.

(c) The Association hereby affirms that it has established and will maintain a procedure providing for the refund to any non-member Captain or Lieutenant who shall make request of a part of such agency fee deduction which represents a pro-rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature, only incidentally related to the terms and conditions of employment.

(d) The Association agrees to indemnify and hold harmless the Town for any and all deductions made pursuant to this Section.

#### Section 3.02 - New Job Classifications

The Town agrees that, in the event it establishes any new civil service classifications within the bargaining unit, the Town will furnish the Association with the new job description and will confer and negotiate with the Association the basic annual salary for each position.

### ARTICLE IV

#### Section 4.01 - Uniform Maintenance Allowance

(a) Members assigned to one or more of the following: motorcycle, honor guard, tactical unit, scientific investigation unit shall receive a sum of Three Hundred Dollars (\$300.00) per a year, provided the assignment requires the purchase or maintenance of additional items of police clothing, uniforms or equipment.

(b) The Town at no expense to the member will replace bulletproof vest covers that become worn and unserviceable.

(c) The Town at no expense to the member will replace uniforms and equipment unintentionally damaged by a member in the performance of duty. Members will be required to complete paperwork deemed necessary by the Police Department to obtain such replacement and will forward a copy of the items damaged and the replacement cost to the appropriate court for inclusion in the defendant's file. Each member shall be responsible for maintenance of uniforms and equipment. Failure to reasonably maintain such may subject the member to disciplinary action.

(d) The Town will negotiate with the Association regarding the impact of changes in clothing or equipment.

## ARTICLE V

### **Section 5.01 - Seniority Within Rank and Shift Preference**

(a) Seniority within rank shall be determined according to the date of promotion in rank, and in the event promotion in rank is on the same day, then seniority shall be determined by badge number with the lower badge number constituting the senior member for the purposes of seniority within this Agreement.

(b) Captains and Lieutenants shall have the right to select their shift according to seniority on a particular platoon provided their choice is made within the scope of their job assignment and rank (i.e.: Patrol Captains & Lieutenants within patrol; and, Detective Lieutenants within the Detective Bureau (General Unit)). Shift changes must be requested in writing to the Office of the Chief of Police no later than three (3) weeks prior to the semi-annual schedule change. Each member shall remain on an assigned shift until the next semi-annual schedule change. The semi-annual schedule change meeting shall be held on or about the first Monday in May and the first Monday in November. Shift change requests must be submitted to the Chief of Police three (3) weeks prior to the shift change. The results of the change will be posted at least 10 days prior to the effective date of change resulting from the requests.

### **Section 5.02 - Transfers and Filling of Vacancies**

The transferring and assignments of Captains and Lieutenants will be the responsibility of the Chief of Police, in accordance with Sections 5.01 and 5.03 of this Agreement.

### **Section 5.03 - Vacancies**

(a) A vacancy exists in a job assignment, the Chief of Police shall notify, in writing, members of qualified rank, offering them the opportunity to indicate their desire and interest to

fill the vacancy. Selection shall be based on seniority, qualifications and experience, provided that the selection process is equitable and the decision is not arbitrary or capricious.

(b) If the Town declares a vacancy, the same must be filled within thirty (30) days after the vacancy exists.

(c) For the purpose of insuring the best command and administration of the department, the Chief of Police may temporarily assign or re-assign any Captain or Lieutenant for a period not to exceed thirty (30) days in reaction to any vacancy or exigent circumstances providing the re-assignment is not arbitrary or capricious. In the event a Captain or Lieutenant be so temporarily removed and reassigned, he/she shall not displace any other Captain or Lieutenant as the case may be, except with that Captain or Lieutenant’s consent. The temporarily vacated position may be temporarily filled on a voluntary basis.

## ARTICLE VI

### Section 6.01 - Salaries

(a) Additional salaries shall be added to salary for establishing the hourly rate of pay. The sum will be divided equally and paid in the regular weekly pay. For all purposes herein, annual salary shall mean salary plus additional salaries: *(Table does not reflect additional salaries)*

Rank	2024	2025	2026
Lieutenant	\$109,052.98	\$112,597.20	\$116,256.61
Captain	\$119,802.88	\$123,696.47	\$127,716.61

(b) Effective, January 1, 1999 Captains and Lieutenants regularly assigned to the third platoon will be paid the additional sum of \$.75 per hour and Captains and Lieutenants regularly assigned to the first platoon will be paid the additional sum of \$1.00 per hour. This differential will not apply to court pay, training time or to those not regularly assigned to these platoons. In the event a Captain or Lieutenant is temporarily assigned to a shift other than his normally assigned shift for one or more weeks, such Captain or Lieutenant shall receive the shift differential set forth herein during such temporary assignment. In such event, the replaced Captain or Lieutenant shall not receive a shift differential for his non-working period in excess of one (1) week or more. It is agreed that the provisions set forth herein shall not be used to replace those situations set forth in Section 6.06 *infra*.

## **Section 6.02 - Out-of- Rank Pay - Acting Captain**

(a) The Chief of Police or his or her designee may require a Captain on a patrol assignment when a Captain is not present as a result of authorized leave. The senior available Lieutenant assigned to patrol, who so desires may be assigned to such assignment and will serve as "Acting Captain." The Lieutenant so assigned shall be compensated on an out-of-rank basis as "Acting Captain" for each hour of work.

(b) The Chief of Police or his or her designee may require a Captain on a non-patrol assignment when a Captain is not present as a result of authorized leave. The senior available and/or appropriate Lieutenant, who so desires may be assigned to such assignment and will serve as "Acting Captain." The Lieutenant so assigned shall be compensated on an out-of-rank basis as "Acting Captain" for each hour of work.

## **Section 6.04 - Rate of Pay**

The hourly rate of pay shall be obtained by dividing the annual salary by 1968.

## **Section 6.05 - Overtime Pay**

Overtime shall be all work beyond a normally scheduled eight (8) hour tour of duty and any work beyond a normally scheduled forty (40) hour work week. All overtime work shall be paid at the overtime rate.

## **Section 6.06 - Call-in Pay**

(a) If a Captain or Lieutenant 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 his regularly scheduled work shift, he shall be paid a minimum of three (3) hours pay at the overtime rate. Court appearances and training schedules will not be considered call-in, and this section will not apply in those instances.

(b) In the event Captains or Lieutenants are called to duty because of personnel shortage, call-in will be accomplished on a seniority basis for each shift, and in the event of a general call to duty, on a seniority basis, based upon the seniority within the department.

(c) Call-in, on each shift, shall be accomplished in the following manner, when supervision manpower shortages exist.

Call-in will be:

- (i) By seniority within the shift, by rank and seniority, and the supervisory position (Captain or Lieutenant), if required, will be within the division and the position will be filled by a Captain or Lieutenant in the division;
- (ii) By seniority in the division;
- (iii) By seniority outside the division.

(d) Shifts may be split among members of the Association.

**Section 6.07 - Longevity Pay**

(a) Each bargaining unit member shall be paid the following cumulative longevity increments:

After 5 years of service	\$ 1,250.00
After 10 years of service	\$ 675.00
After 15 years of service	\$ 850.00
After 20 years of service	\$ 575.00
After 25 years of service	\$ 1,725.00

(b) Longevity pay will be paid within thirty (30) days after a Captain or Lieutenant's anniversary date and will be included in salary for all purposes, including retirement.

(c) Upon termination of service, prior to an anniversary date, any accrued longevity pay shall be paid to the Captain or Lieutenant, or, in the event of death, to his estate on a pro-rata basis.

(d) Senior Longevity will be paid at the rate of 144 hours, in addition to schedule (a). Payment will be made in the year the officer reaches his or her's 25<sup>th</sup> anniversary.

**Section 6.08 - Redemption of Accumulated Time**

(a) The Town may redeem all or part of the compensatory time, in excess of one hundred twenty (120) hours credited to a Captain or Lieutenant, upon 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 of each year.

(b) Starting January 1, 2016 and each year beyond, a member has the option of selling back to the Town up to an additional one hundred forty-four (144) hours of compensatory time per year. This time will be compensated at the hourly rate of pay during the year of purchase and paid in the second week of February. The Town will be notified in August of the number of hours to be sold.

### **Section 6.09 - Education Incentive Pay**

Each Captain and Lieutenant who has obtained a degree in a relevant field from a state accredited college or university shall receive, as an educational incentive, annually:

(a) Two hundred dollars (\$200.00) each year to a member who has an Associate Art and Science Degree (two year program) and who was appointed to the Department before January 1, 1987;

(b) Five hundred dollars (\$500.00) each year to a member who has a Bachelor of Science or Bachelor of Arts Degree;

(c) Six hundred dollars (\$600.00) each year to a member who has a Master's Degree or better.

(d) 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 and Criminal Justice.

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

### **Section 6.10 - Additional Salaries**

(a) Additional salaries shall be added to salary for establishing the hourly rate of pay. The sum will be divided equally and paid in the regular weekly pay. For all purposes herein, annual salary shall mean salary plus additional salaries.

(b) As of January 1, 1999, all present members will receive an additional one thousand dollars (\$1,000.00), which will be considered additional salary. As of January 1, 2013, and each year beyond, all members of this organization will receive three thousand five hundred dollars (\$3,500.00) additional salary. These payments are compensation for the monetary losses and benefits due to the re-organizational issues that were initiated in November 1999 (e.g. loss of Senior Lieutenant's pay, shift differential for those affected, loss of selective shift assignments).

## **Section 6.11- Off-Duty Authority**

All Captains and Lieutenants are presumed to be subject to duty twenty-four (24) hours per day. Any action taken by a member of the police force on his time off which would have been properly taken by the member while on active duty, shall be considered police action, and the employee shall have all the rights and benefits concerning such action as if he were then on active duty, provided that the action taken by the Captain or Lieutenant is within the scope of the Captain or Lieutenant's Town employment and authority.

## **Section 6.12 - Jury Duty Pay**

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

## **ARTICLE VII**

### **Section 7.01 - Workday and Workweek**

(a) The standard workday shall be eight (8) hours and the standard workweek shall be forty (40) hours. The workday and workweek 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 member shall be entitled to a thirty (30) minute lunch period in each eight (8) hour tour of duty.

(b) Each Captain or Lieutenant 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 designee, which record shall be collected, daily, and be made part of the member's personnel record. Each member shall observe the scheduled work hours that are posted in all reports of duty, according to the posted time and date.

(c) Effective within thirty (30) days following ratification of this Agreement, Captains and Lieutenants shall be assigned and work a schedule known as the "5-2", or Monday through Friday shift. Members assigned to the "5-2" shift will be paid an additional 6 hours, at the straight time hourly rate of pay, per a bi-weekly period. The aforementioned compensation will be considered "regular earnings" as defined by the NYSLRS and calculated as part of the Captains or Lieutenants (FAE) final average earnings.

(d) Captains and Lieutenants shall not be arbitrarily removed from their selected and assigned work schedules. The granting of any such additional days off will be made in such a manner as to avoid the necessity to work overtime.

**Section 7.02 - Interrupted Lunch**

In the event a Captain or Lieutenant is precluded from eating his meal by headquarters or as a result of an offense being committed in the Captain's or Lieutenant's presence which requires the Captain's or Lieutenant's continuous commitment throughout the shift, said Captain or Lieutenant shall be compensated at the overtime rate for the unused part of the Captain's or Lieutenant's thirty (30) minute lunch period.

**ARTICLE VIII**

**Section 8.01 - Court Pay**

(a) If a member is required to make a court appearance within the Town of Cheektowaga, at any time other than his regularly scheduled work hours, he shall be paid a minimum of three (3) hours salary at the overtime hourly rate. If a member is required to appear outside of the Town of Cheektowaga, he shall be paid a minimum of four (4) hours salary at his overtime hourly rate. If the appearance exceeds the minimum hours set forth, the member shall be entitled to payment for all actual time spent at his regular overtime hourly rate.

(b) A member scheduled to appear in court will be paid the minimum appearance times set forth above 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 member, court clerk, or other appropriate personnel. The Town will make reasonable effort to pay court pay in the pay period immediately following the time during which it was earned.

**ARTICLE IX**

**Section 9.01 - Holidays**

(a) Each Captain or Lieutenant 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         | Labor Day                 |
| Martin Luther King Day | Columbus Day              |
| Lincoln's Birthday     | Election Day              |
| Washington's Birthday  | Veterans Day              |
| Good Friday            | Thanksgiving Day          |
| Memorial Day           | December 24 <sup>th</sup> |
| Independence Day       | Christmas Day             |

(b) Each Captain or Lieutenant shall notify the Chief of Police, or his designee by August as to the holidays he elects to be paid for and the holidays he elects for compensatory time off during the following year. If requested, holiday pay will be paid in a lump sum no later than the third pay period of October.

(c) In addition to the above holidays, each Captain or Lieutenant 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's Supervisor outside of their respective collective bargaining agreements. A Captain or Lieutenant who elects to be paid for such holiday may be granted the day off which shall be charged against the Captain's or Lieutenant's accumulated compensatory time off, without loss of the holiday pay.

## ARTICLE X

### Section 10.01 - Vacations

(a) Each Captain or Lieutenant 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

Unit members are not permitted to accrue more than one hundred fifty (150) vacation days, and any vacation days credited to the member that would otherwise take the member above this accrual limit shall be forfeited without use or compensation (unless the excess accrual results from the cancellation by the administration of an approved scheduled vacation day(s), in which case the excess day(s) will continue to be available for use within twelve (12) months of the cancellation). However, the vacation accrual limit for a current unit member who has a current accrual of more than one hundred fifty (150) vacation days as of the date of ratification of this Agreement shall be that member's accrual amount as of the ratification date.

(b) Request for vacation by Lieutenants shall be submitted in writing and approved by their immediate Supervisor. Captains shall submit their requests to the Chief of Police. The lower badge number and rank shall determine seniority and vacation approval shall be based upon the seniority of the Captain and Lieutenant of each shift.

(c) Vacation periods will be divided into the following:

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

(d) Captains and Lieutenants shall not be entitled to more than ten (10) or thirteen (13) consecutive days of vacation as described below, during any of the above vacation periods, unless in the opinion of the commanding member, additional vacation days, during any such period will not interfere with the smooth operation of the department. The commanding member shall have the sole right to designate the number of Captains and Lieutenants who will be on vacation at any time.

#### **Section 10.02 - Unused Benefits**

(a) Each member of the unit shall be paid at the time of retirement the monetary value of any unused vacation time and compensatory time to his credit on the date of retirement. In the event of the death, in service, of a Captain or Lieutenant, the value of such time to his credit on the date of death shall be paid to his estate or heirs at law.

(b) Upon termination of employment, a member will be paid the value of all accumulated vacation or other time-off except as otherwise set forth in this Agreement.

(c) A Captain or Lieutenant may elect to be paid the value of up to thirty (30) days of accumulated vacation each year in lieu of such leave. Payment for such shall be made in the first pay period of February. The Town will solicit this information from the member in August of the previous year.

#### **Section 10.03 - Vacation Pay Advance**

Upon written request, at least two (2) weeks prior to vacation, a Captain or Lieutenant will be paid the estimated amount due him for his vacation period, no later than the Friday before he begins his vacation.

#### **Section 10.04 - Redemption of Time Upon Retirement or Separation from Employment**

(a) At the time of retirement or upon termination of employment, for any reason, a Captain or Lieutenant will be paid the value of all accumulated time. However, in the event termination is as a result of discharge or dismissal, there would be no payment for accumulated sick leave.

(b) A retiring Captain or Lieutenant may have the option of choosing one of the following for redemption of moneys owed as per this section:

(c) Captains and Lieutenants intending to retire will notify the Town by August 1st of the year before retirement. The compensation owed will be a one lump sum payment paid by the Town in January of the next year or any month thereafter designated by the member if so desired

(d) Captains and Lieutenants intending to retire will notify the Town by August 1st of the year before retirement. The Town will make two (2) equal payments. The first payment will be made at the time the Captain or Lieutenant retires. The second payment will be made in February of the next year following retirement.

(e) Captains and Lieutenants intending to retire will notify the Town by August 1st of the year before retirement. The Town will make three (3) equal payments. The first payment will be made at the time the Captain or Lieutenant retires. The second and third payments will be made in February of the next two (2) years following retirement.

(f) The Town will make five (5) equal payments. The first payment will be made at the time the Captain or Lieutenant retires. The second, third, fourth and fifth payments will be made in February of the next four (4) years following retirement.

(g) A retiring member may select an option of receiving at least two (2) but not more than five (5) annual payments beginning in February of the year after the retirement takes effect.

(h) In the event of a Captain or Lieutenant's death, prior to full payment, a lump-sum payment of all moneys still owed will be made to the Captain or Lieutenant's estate.

## ARTICLE XI

### Section 11.01 - Bereavement Leave

(a) Upon request of a Captain or Lieutenant, a leave of absence shall be granted because of death in his/her immediate family. Such leave shall be taken without loss of pay or other benefits and shall begin on the date of death.

(b) Such leave shall consist of four (4) working days if the member is assigned to a four (4) day workweek and of five (5) working days if the member is assigned to a five (5) day workweek.

(c) Immediate family, for the purpose of this section, shall mean mother, father, spouse, child, grandchild, grandparent, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law.

(d) In the event of death of a relative, not included in the immediate family, the member, upon request, shall be granted time off, without loss of pay or other benefits, for the day of the funeral, which time shall be charged against accumulated time off or sick leave, at the member's choice.

## ARTICLE XII

### Section 12.01 - Personal Leave

(a) Each member shall be entitled to five (5) non-cumulative personal leave days, which shall be credited in January of each year. Personal leave shall be used at the Captain or Lieutenant's discretion. 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, in the event of an emergency, upon approval of the commanding member. Personal leave will not be granted if the granting of such leave will seriously hamper or impede the operation of the police department.

(b) Personal leave will not be used in less than one-half (1/2) day increments.

(c) Each Captain or Lieutenant shall, at the end of each year, or upon retirement elect to credit unused personal leave days to vacation or accumulated sick leave, at the member's option.

### **Section 12.02 - Authorized Leave**

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

(b) Request for authorized leave shall not be unreasonably denied.

## **ARTICLE XIII**

### **Section 13.01 - Sick Leave**

(a) Each Captain or Lieutenant, except as otherwise provided, shall be entitled to accumulate one and one-half (1 1/2) sick days per month to a maximum accumulation of one hundred and sixty five (165) days.

(b) A female Captain or Lieutenant who 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.

(c) Maternity leave shall be considered to commence on the date that the member is no longer capable of performing her duties and shall end on the date that the member can resume the performance of her regular duties. The member will be required to produce a doctor's note to verify the date when she is not capable of performing her duties and 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.

(d) Each member shall have the option of selling any accumulated sick leave days in excess of one hundred sixty five (165) sick days back to the Town at the member's regular rate of pay. Determination of the number of sick leave days shall be made annually at the end of each year and payment for such shall be made in the second week of February. Any member with an excess of one hundred (100) sick days can sell eighteen (18) sick days per year back to the Town at one hundred percent (100%) of the member's regular rate of pay. In this case the member must notify the Town of his/her intention to sell these days during August each year.

(e) Upon a member's 25<sup>th</sup> year of service, he or she will stop accumulating 1 1/2 sick days per a month. Members will also be prohibited from the annual sick sell back provision, in the aforementioned section.

## **Section 13.02 - Procedures for Taking Sick Leave**

(a) Members shall report on sick leave only when suffering from illness or injury that would prevent them from properly performing their duty or illness in member's immediate family requiring the care and attention of said member. The immediate family shall include parents, spouse, children and stepchildren.

(b) Members reporting on sick leave shall notify headquarters at least one (1) hour before their scheduled starting time stating the reasons for such sick leave, and the desk member will record the information in the sick leave notification book.

(c) Members, when on sick leave, shall not leave their place of residence except to receive medical attention. If it is necessary to leave their place of residence for reasons other than to receive medical attention, headquarters must be notified and a ranking member must give authorization. This requirement may be waived by the Chief of Police or his designee upon application based upon the nature of the illness or injury and the waiver will not be unreasonably withheld.

(d) Members will not engage in any outside employment while on sick leave unless permission is granted by the Chief or his designee.

(e) Members who become sick must report it to his immediate superior before reporting off duty. Notation of such will be recorded on the member's attendance record.

(f) In the event three (3) working days of sick leave is not sufficient to recover from illness, the member will be required to submit medical documentation attesting to the member's illness, including diagnosis, prognosis and the expected duration. The documentation will be submitted to the Chief of Police.

(g) A member may be ordered to submit to a medical examination by the Chief of Police, given by a Town-designated doctor.

## **Section 13.03 - Sick Bank**

(a) In order to aid members who have suffered a prolonged illness and whose regular sick leave has been exhausted, a sick bank has been established. A Captain or Lieutenant's yearly contributions to the sick bank is suspended for the life of this agreement.

(b) Each member who participates in the sick bank has contributed two (2) accumulated sick-leave days from his current accumulated sick leave. A member who elected not to participate will not be allowed to enter the sick bank, except between January 1st and January 30 each year.

(c) The Town has contributed twenty-five (25) sick-leave days to the sick bank.

(d) If at any time, the accumulated number of sick days in the sick bank falls below seventy-five (75), the Town will contribute a sufficient number of days to bring the total number of sick-days, in the sick bank to seventy-five (75) days.

(e) A member who elects to participate and who is otherwise qualified must elect, in writing, between January 1st and January 30th each year. Members who become qualified after January 30th, in any year, must submit their election in writing, within thirty (30) days after the time they become qualified to participate and thereafter will submit their election, in writing, between January 1st and January 30th each year.

(f) Members who enter the sick bank after January 1, 1983, and who have been previously qualified to participate, will be required to contribute the same number of sick days as they would have contributed had they become a participant when first qualified to enter the sick-leave bank.

(g) As of January 1, 2000 and each year beyond the Association will maintain and exercise full control over the sick bank.

(h) The Town will provide the Association with an accounting of the number of accumulated sick-days in the sick-leave bank by March 1st of each year.

(i) If the sick-leave bank is discontinued, unused sick days shall be equally distributed to those members of the sick-leave bank, who are members at the time.

#### **Section 13.04 - Sick Leave Records**

Each Captain and Lieutenant shall be provided with a record of his accumulated sick leave within sixty (60) days of the beginning of each calendar year.

#### **Section 13.05 - Work-Related Disability**

(a) A member injured in the performance of his duties or taken sick as a result of the performance of his duties shall be entitled to the benefits of and subject to the provisions of Section 207 (c) of the General Municipal Law. Absence from duty as a result of such sickness or injury shall not be chargeable against sick leave, and no benefits provided by this Agreement will be lost during the period of time of such absence.

(b) The following procedure shall be applicable to members, pursuant to this section:

1. If a dispute exists as to whether the member was injured in line of duty or if the sickness is a result of the performance of duty, it shall be resolved:

(a) Reports, statements, etc., shall be provided to the Chief of Police, who, when necessary, shall interview the member involved, or any witnesses, and

shall make a determination, in writing, within three (3) days after conclusion of such investigation;

(b) In the event the member is dissatisfied with such decision, he shall immediately advise the Chief of Police of such, who shall immediately forward copies of all reports, statements, investigations, etc., to the Coordinator of Employee Relations for review. In the event a decision cannot be made on such review, the Coordinator of Employee Relations shall schedule a hearing on the issue;

(c) In the event the member is dissatisfied after such hearing, he may then demand arbitration of such issue before an arbitrator chosen pursuant to the rules of the American Arbitration Association;

2. In the event a dispute should arise, whether given an injury or sickness resulting from the performance of duty, the member is disabled from performing the duties of such;

(a) Pursuant to the provisions of Section 207(c) of the General Municipal Law, the Town would have the member examined by a physician appointed for that purpose to make the determination;

(b) In the event the member is dissatisfied with such determination, he may then demand arbitration;

3. In the event a dispute should arise as to whether the member's disability continues or whether he can return to work and there exists conflicting medical reports, such dispute shall be resolved by the member demanding arbitration;

4. In the event a dispute should arise as to whether a member injured in the performance of his duty or taken sick as a result of the performance of his duties, should require certain medical treatment, the Town shall send that member to a doctor, of the Town's choice, for an examination. If the dispute or difference should continue to exist, the member may again demand arbitration;

5. In the event of any arbitration proceeding, as set forth above, the cost for such shall be borne equally by the Town and the Association. An arbitrator shall be requested to render a decision immediately upon the close of the proceedings before him.

(c) It is acknowledged that the procedure set forth herein is to expeditiously resolve any disputes that may arise with respect to members allegedly injured or taken sick as a result of the

performance of duty, and is not intended to diminish the rights afforded either the member or the Town by Section 207 (c), of the General Municipal Law of the State.

### **Section 13.06 - Sick Leave upon Termination**

(a) Upon termination of employment by retirement, other than by reason of disciplinary action, the unit member shall be paid the value of accumulated, unused sick leave, as follows:

1. The member shall give written notice to the Town, on a form provided by the Town. This notice shall be, once received by the appointing member, irrevocable without the consent of the Town Board. Upon receipt, the Town will convert the member's accumulated, unused sick leave into value by determining the actual cash value of such days and multiplying said amount by sixty-five percent (65%).
2. The resulting sum shall be paid to the Captain or Lieutenant, at his option, as follows:
  - (i) As part of the final year's salary by dividing the sum by the number of pay periods, thus allowing for equal distribution over the last year of employment, or
  - (ii) In a lump sum within two (2) weeks after the effective date of retirement.
3. If more than six (6) months' notice is provided the Town, the member shall be entitled to choose one of the options set forth above. If the notice provided is six (6) months or less, payment shall be made as set forth in (a)2(ii) above.
4. In the event termination of employment is as a result of disciplinary action or non-retirement willful resignation, no payment shall be made for the value of accumulated, unused sick leave.
5. In the event of a death of a Captain or Lieutenant while employed by the Town, payment for a portion of accumulated unused sick time, as determined above, shall be made to the decedent's estate or heirs at law, as applicable, within a reasonable time after death.

## **ARTICLE XIV**

### **Section 14.01 - Expenses**

(a) A Captain or Lieutenant who is required to leave the Town by reason of his Town 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 at the following scale:

Breakfast: \$8.00

Lunch: \$10.00

Dinner \$20.00

(b) A Captain or Lieutenant on official police business will be provided with transportation by the Town. If he is required to use his own vehicle on police business, the member shall be paid at the current rate per mile. In no event will a Captain or Lieutenant 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 Captain and Lieutenant with a twenty-five thousand dollar (\$25,000) group life insurance policy insuring the Captain and Lieutenant, without cost, pursuant to the life insurance plan offered through the Police Conference of New York, Inc. and it will allow Captains and Lieutenants to exercise the options provided in that program, through weekly payroll deductions, and will comply with the requirements of the same.

(b) Effective January 1, 1999 the Town will provide each Captain or Lieutenant with an additional twenty-five thousand dollar (\$25,000) group life insurance policy, without cost to the Captain or Lieutenant. The Town reserves the right to choose the provider.

(c) Upon retirement a Captain or Lieutenant may elect to participate in this plan at his or her own expense.

### Section 15.02- Health Insurance

#### Effective March 1, 2013:

(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 XXI 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 day of each month that the employee is on leave.

(e) If any employee dies when still an active employee, the Town will continue to provide health insurance benefits to the spouse and dependents until the spouse remarries or is eligible for comparable coverage, subject to the contribution requirements set forth in Section (h), below.

(f) The Town shall have the right to eliminate duplicate coverage. Upon request, an employee 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 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 thirty (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(e) 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 one thousand two hundred dollars (\$1,200.00).

(h) Effective March 1, 2013, employees 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 employee elects the "Alternative Plan" pursuant to subparagraph (s) below. Employees hired after November 1, 2012 shall pay fifteen percent (15%) of the cost of coverage during active employment, subject to adjustment if the employee elects the "Alternative Plan" as set forth in subparagraph (s) below. All employees shall have the option of using the Town's Section 125 plan. Employee contributions to the Town's FSA-125 plan will be restricted to the maximum annual limit, as allowed by Federal law.

(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 (with no exemption

for electing the Alternative Plan). Coverage shall include the benefits as set forth in Appendix "B" attached to this Agreement and dependent coverage up to the age of twenty-three (23).

(j) The Town shall provide health insurance for employees who at the time of retirement are otherwise entitled to coverage under this Article, and who retire in accordance with Article XVI, 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) years of service with the Town. All retirees, however, must reduce such coverage to Medicare supplemental coverage at the age of sixty-five (65) or at the earliest eligible age. 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. The parties agree that the carrier currently permits such continuation of coverage. Retirees shall not be permitted to add a spouse to coverage subsequent to the date of retirement. Employees eligible for retiree coverage under this Section, and who retire on or after June 1, 2013, shall pay three percent (3%) of the cost of such coverage during retirement, except for employees hired after November 1, 2012, who shall pay fifteen percent (15%). Members hired before November 1<sup>st</sup>, 2012 and retiring after December 31<sup>st</sup>, 2023, shall pay (5%) of the cost of such coverage during retirement.

(k) With respect to employees hired after November 1, 2012, the retiree coverage set forth in subdivision (j), above, shall be provided for the lesser of (i) 12 years from the date of retirement from the Town, or (ii) to the date that the employee first becomes Medicare-eligible. When retiree coverage terminates pursuant to this subdivision (k), the retiree 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) Retirees 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 is equal to or better than 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 the 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 (BC/BS) is unavailable, the Town may propose a replacement plan to the 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 (1<sup>st</sup>) day of full- time employment.

(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 7, above (with no exemption for electing the Alternative Plan).

(r) Benefit level changes to Base Plan effective March 1, 2013;  
Appendix "A" is modified as follows:

- Increase prescription drug co-pays from \$1/\$10/\$25 to \$3/\$15/\$30;
- Outpatient surgery from \$10.00 to \$100.00;
- Emergency room from \$35.00 to \$100.00.

(s) (1) Employees may annually elect an alternative health insurance plan (the "Alternative Plan") during their employment with the Town. For employees hired on or before November 12, 2012, the employee will not be required to contribute towards premium costs as set forth in Section (h) for so long as the employee is covered by the Alternative Plan. For employees hired after November 1, 2012, the employee 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 employee is covered by the Alternative Plan.

(2) 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 15<sup>th</sup> 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 costs of the Alternative Plan is five percent (5%) lower than the premium cost of the Base Plan. Employees 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.

(3) Retirees who are provided coverage under Sections (j) or (k) above, may elect to enroll in the Alternative Plan until the retiree and/or covered spouse reach sixty-five (65) years of age or at the earliest eligible age for Medicare Supplemental coverage. A retiree 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 retiree is covered under the Alternative Plan. A retiree who was hired after November 1, 2012 will have his or her

percentage premium contribution requirement as set forth in Section (j) reduced by 5% for so long as the retiree is covered by the Alternative Plan. The retiree's right to elect coverage under the Alternative Plan is a supplement to the retiree's rights under Sections (j) or (k), and does not replace the retiree's right to coverage under those sections.

### **Section 15.03 - Indemnification**

The Town will indemnify each Captain and Lieutenant 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 Captains and Lieutenants, 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.
4. The benefits pursuant to Section 384(d), more commonly known as the 20-year Retirement Plan;
5. Effective April 1, 1994 the benefits pursuant to Section 384(e).

(b) The Town will provide a one-year final average salary computation for Tier II Police Members pursuant to the newly enacted N.Y.S. Police Retirement legislation. Section 1, paragraph (d) of subdivision (9) of Section 302 of the Retirement and Social Security Law, as amended by Chapter 1046 of the Laws of 1973.

## **ARTICLE XVII**

### **Section 17.01 - Association Representatives**

(a) Captains and Lieutenants who are designated by the Association as representatives for the purposes 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. Reasonable advance notice shall be given to the Chief of Police or his designee stating the reason for such absence. The President of the Association shall be allowed eight (8) hours per week for these purposes.

(b) The Association agrees that no more than one (1) member thereof, plus the President and Vice-President may have time off, with pay, to conduct the affairs of the Association, including attendance at Association meetings.

(c) Whenever possible, a request for time off shall be submitted at least three (3) days prior to the required date, but the parties recognize that circumstances may arise which will not permit such notice, and, in such event, time off will be granted upon reasonable request.

(d) Captains and Lieutenants who are designated by the Association to attend state-wide conventions and meetings of the Police Conference of New York Inc., Western New York Police Association Inc., and the Erie County Captains and Lieutenants Association in the pursuance of their profession as police members shall be authorized to do so without loss of time or pay. Additional members may be granted the privilege by the Town if the functioning of the Police Department is not placed in jeopardy by such attendance, as approved by the Chief of Police or his designee. The foregoing is limited in that not more than three (3) Captains and Lieutenants may attend the conventions or meetings under these provisions at any one time.

#### **Section 17.02 - Association Offices**

The Town will allow the Association to install its own telephone. The fees for installation and monthly charges will be paid by the Association. The telephone shall not be connected, in any manner, with the police telephone communication system.

### **ARTICLE XVIII**

#### **Section 18.01 - Disciplinary Actions**

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

(b) Effective January 1, 2014, each Captain and Lieutenant will receive annually, an additional salary of \$1,225.00 added to their hourly rate of pay. Effective January 1, 2015, the annual additional salary shall be increased to \$1,950.00 added to their hourly rate of pay. The Chief of Police will have the option to reassign a Captain or Lieutenant to the appropriate shift or block of time only for the purposes of meetings, training or projects for a maximum of twelve (12) days. A minimum of five days' notice will be given to a Captain or Lieutenant before reassignment to these meetings, training or projects. Captains or Lieutenants assigned as instructors outside their regularly scheduled hours will be compensated at their appropriate overtime rate.

(c) The overtime provision of this Agreement will apply to the above paragraph.

### Section 19.02 - Tuition

The Town will pay the full costs of all tuition, books, and other fees for all Captains and Lieutenants authorized by the Town or Chief of Police who attend said training or school.

### Section 19.03 - Civil Service Examinations

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

(b) A vacancy shall exist in the rank of Captain and Lieutenant when the Town Board declares the vacancy. The Town Board shall eliminate the position or declare a vacancy within forty-five (45) days of the retirement or separation of a Captain or Lieutenant.

(c) The Town agrees to notify the Association forty-five (45) days in advance of its intent to either cancel a Promotional Civil Service Exam or to request extensions of the Civil Service List.

### Section 19.04 - Table of Organization

The Chief, for the purposes of day-to-day administration will establish a Table of Organization. The design and implementation of said Table of Organization is to be the sole and exclusive prerogative of the Chief of Police. Any said Table of Organization will be established

and/or modified when and as the Chief sees fit and will not serve as the foundation for job assignments or classifications. Copies of the current Table of Organization will be provided within thirty (30) days of the signing of this Agreement.

## ARTICLE XX

### Section 20.01 - Bulletin Board

The Town will provide one bulletin board at police headquarters to be used exclusively for Association notices.

### Section 20.02 - Meeting Room

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

### Section 20.03 - Fund Raising

The Association 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.

## 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 conditions.

**Step 1** - Any Captain or Lieutenant may present a grievance, orally or in writing, to the Chief of Police or his designee within twenty (20) days of the occurrence and attempt to adjust the matter. If the matter is not satisfactorily adjusted, the Captain or Lieutenant may request a representative of the Association meet with him and the Chief of Police or his designee for the purpose of adjusting the grievance.

**Step 2** - If the grievance is not satisfactorily settled under Step 1, the Association's representative or the grievant may forward the grievance to the Association's

Grievance Committee. After review of the grievance, the Association will forward the grievance, in writing, to the Chief of Police or his designee whereupon; such grievance must be received by the Chief of Police or his designee within twenty (20) working days after the conclusion of step 1. The Chief of Police or his designee will meet with the Association's Grievance Committee and discuss the grievance within seven (7) calendar days of the receipt thereof. The Chief of Police or his designee will within seven (7) calendar days of presentation to him provide a written response to the Association's Grievance Committee.

**Step 3** - In the event the grievance is not resolved at Step 2, a report thereof, together with all written responses, will be filed with the Coordinator of Employee Relations within seven (7) calendar days of the date of the Chief's Step 2 response or the date such is due, whichever is sooner. The Coordinator of Employee Relations will meet with the Association's Grievance Committee to discuss the grievance within ten (10) work days thereof and will provide a written answer to the Association's Grievance Committee within seven (7) work days of said meeting.

**Step 4** - If the grievance is not resolved at Step 3, either party to this Agreement may take the matter to arbitration, upon service of a written demand therefore, pursuant to the provisions of the Public Employment Relations Board of New York. Such demand must be received within thirty (30) days of the date of the Step 3 response or the date said response was due, whichever is sooner.

The arbitration proceeding shall then be conducted by an arbitrator selected pursuant to the rules of the Public Employment Relations Board of New York.

(b) Expenses for the arbitrator and the arbitration proceeding shall be shared equally by the parties hereto. However, each party shall be solely responsible for compensating its own representatives that may appear. A unit member who appears during his normal work hours shall not suffer any loss of salary or benefits.

(c) If either party desires a transcript of the arbitration proceeding, it shall pay the cost thereof and shall make a copy thereof available to the other party and the arbitrator, without charge. The arbitrator shall issue his decision within thirty (30) days after the conclusion of the hearing, unless such time is mutually extended. An arbitrator shall not have the power to amend, notify or delete any provision of this Agreement, and his decision shall be final and binding on the parties.

(d) Any of the time limits set forth in this Article may be extended by the mutual consent of the parties, in writing.

## 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**

Interrogation of Captains and Lieutenants shall be conducted at reasonable hours, preferably, when the member 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 Members**

A Captain or Lieutenant who is under investigation for a matter, which would not constitute a crime, must be informed of the name of the member in charge of the investigation and the names of the members who will be conducting any portion of interrogation or investigation.

### **Section 22.04 - Information Regarding Investigation**

A Captain or Lieutenant 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 Captain or Lieutenant 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 member from informing a Captain or Lieutenant that his conduct may be subject to other disciplinary action with resultant disciplinary punishment.

### **Section 22.07 - Right to Counsel**

A Captain or Lieutenant who is under investigation has the right to have a representative of the Association present and also has the right to the presence of an attorney, with him, during any questioning, hearing, or interrogation. The right to counsel shall not delay the questioning or interrogation for more than 5 business days if the member is suspended with pay, except that said time may be mutually extended.

### **Section 22.08 - Recording of Interrogation**

Interrogation of a Captain or Lieutenant 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 any Captain or Lieutenant is the subject or target of a disciplinary investigation, he shall be advised of his constitutional rights.

### **Section 22.10 - Furnishing of Copies**

A Captain or Lieutenant 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**

Captains and Lieutenants will not be given polygraph examinations.

### **Section 22.12 - Non-waiver of Constitutional Rights**

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

### **Section 22.13 - Neutral Arbitration to Contest Discipline**

The Town may impose discipline on a unit member for just cause. The Association 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 Association, in a dispute involving the imposition of discipline the Association may initiate a "just cause" grievance at Step 3 within twenty (20) days of said imposition of discipline. If the Association is not satisfied with the Step 3 discussion between the Coordinator of Employee Relations and the Association President, it may proceed directly to arbitration as provided in Step 4.

## **Section 22.14 - Drug Testing**

The Town and the Captains & Lieutenants Association will negotiate a Drug Testing Policy that is mutually agreeable to both parties.

## **ARTICLE XXIII**

### **Section 23.01 - Leave of Absence**

Captains and Lieutenants 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 race, color, creed, sex, political persuasion, or because of a Captain or Lieutenant engaged in Association activities. All Captains and Lieutenants shall receive the full protection of all of the provisions herein.

### **Section 23.03 - Payroll Deduction/Deferred Compensation**

(a) The Town will provide a payroll savings and US Savings Bond deduction plan and make it available for Captains and Lieutenants who desire such.

(b) The Town will also make available a deferred income plan administered by The Copeland Companies.

### **Section 23.04 - Residency**

(a) Any member of the Association on or before January 1, 2000 may reside within the County of Erie, State of New York, after fifteen (15) years of employment as a police officer.

(b) Any member who joins the Association after January 1, 2000 as a continued condition of employment will reside within the Town of Cheektowaga within six (6) months of becoming a member of the Association. The Town Council reserves the right to grant an extension beyond six (6) months to a maximum of one (1) year at its discretion.

(c) If for some reason, a "qualified for promotion" police officer does not reside within the Town of Cheektowaga and is the "officer of choice" of the Town Council (the Appointing Authority), the Council may make a residency exception as outlined in Section 7 of the Town Residency Law.

ARTICLE XXIV

Section 24.01 - Management Rights

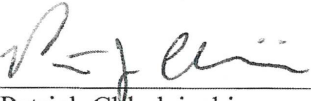
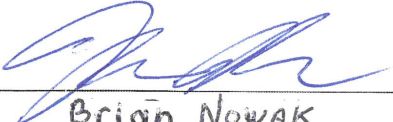
All of the authority, rights and responsibilities possessed by the Board and not covered by this Agreement are retained by it, including but not limited to, the right to determine the mission, purposes, objectives, and policies of the Board; to determine the facilities, methods, means, and number of 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 re-classify and to allocate or re-allocate new or existing positions, in accordance with law; and to discipline or discharge employees, in accordance with law, and within provisions of this Agreement.

Section 24.02 - Conformity to Law

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 a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement.

Section 24.03 - Terms of Agreement

This Agreement, except as may be hereafter modified in writing by both parties, shall become effective January 1<sup>st</sup>, 2024 (retroactively) and remain in force until December 31<sup>st</sup>, 2026, or until such time as a subsequent Agreement become effective.

	11/23/23	Date:		Date:	1/23/2024
Patrick Chludzinski			Brian Nowak		
President			Supervisor		
Town of Cheektowaga Captains and			Town of Cheektowaga		
Lieutenants Association, Inc.					

Section 24.04 - Professional Conduct

In order to maintain good order and morale, each non-supervising member shall treat each supervising member with proper respect and accord. Failure to comply will not be grounds for a grievance against the Town.

Section 24.05 - Bi-Weekly Payroll

The Town shall be permitted to implement a bi-weekly payroll upon implementation of a bi-weekly payroll with regard to each of the other Town bargaining units.

## ARTICLE XXV

### **Section 25.01 - Renewal of Agreement**

The parties agree that renewal of this Agreement shall commence on or about six months prior to the expiration of this Agreement.

### **Section 25.02 - Past Practice**

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

### **Section 25.03 - Entire Agreement**

This Agreement constitutes the entire agreement between the parties.

**APPENDIX "A" - HEALTH INSURANCE**

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

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

**In-Network**

100%	100%	100%
<b>PREVENTATIVE SERVICE</b>	<b>MINOR RESTORATIVE SERVICES</b>	<b>MAJOR RESTORATIVE SERVICES</b>
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
<b>PREVENTATIVE SERVICE</b>	<b>MINOR RESTORATIVE SERVICES</b>	<b>MAJOR RESTORATIVE SERVICES</b>
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.