

Collective Bargaining Agreement

between the

**Orchard Park Police Benevolent Association, Inc.**

- and the -

**Town of Orchard Park**

January 1, 2016 - December 31, 2020

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## PREAMBLE

This Agreement, made this 20th day of December 2017, between the Town of Orchard Park, hereinafter referred to as the "Town", and the Orchard Park Police Benevolent Association, hereinafter referred to as the "Association".

WHEREAS, the Association is a Police Organization composed solely of Police Officers employed in the Town of Orchard Park Police Department, and

WHEREAS, both the Town and the Association recognize that the development and operation of a Police Department of top efficiency and highest quality is a common concern of the parties;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree.



## ARTICLE I. RECOGNITION

**Section 1.1: Definition.** The Town, having determined that the Association has been selected by the majority of the Police Officers in the Town of Orchard Park Police Department in the following described negotiating unit as its exclusive bargaining representative, recognizes the Association as the sole and exclusive representative for all full time Police Officers, excluding part-time or seasonal Police Officers in the unit composed of:

- A. Police Officers
- B. Detectives
- C. Any new ranks or positions created which are below the rank of Lieutenant, Captain or Chief of Police.

**Section 1.2: Certification.** Subject to the provisions of the Public Employee's Fair Employment Act, Article 14 of the Civil Service Law of the State of New York, the Town agrees it will not negotiate with any police organization other than the Association with respect to the terms and conditions of employment of employees in this bargaining unit for the duration of this agreement.

**Section 1.3: No Strike.** The Association hereby confirms its position under the Civil Service Law, Article 14, whereby it does not assert the right to strike against any government, to assist or participate in any such strike or form of strike, or to impose an obligation upon its members to conduct, assist or participate in any such strike.

**Section 1.4: Rules & Regulations.** It is agreed to and understood that the Rules, Orders and Regulations of the Police Department, as they exist at the present time, are based upon those Regulations adopted by the Town of Orchard Park on March 6, 1991. Furthermore, these Codes and Rules have not and are not intended to have become or be diminished as a result of this negotiation, which produced this Agreement. In the event that changes are contemplated in said Rules, Orders and Regulations, which constitute mandatory subjects of bargaining under the Taylor Law, such changes shall be negotiated to the extent required by the Taylor Law.

## ARTICLE II. MANAGEMENT RIGHTS

**Section 2.1: Management Rights.** The management of the Police Department and the direction of the working forces and the operation of the Police Force, including the hiring, promoting and retiring of Police Officers; the suspending, discharging or otherwise disciplining of Police Officers for just cause, any reduction or increase in the

working forces, the scheduling of work, exclusive of those rights contained herein, and the control and regulation of the use of all equipment and other property of the Town, are the exclusive function of the Town Board; provided, however, that in the exercise of such functions, the Town Board shall observe the provisions of this Agreement and shall not discriminate against any Police Officer or applicant for employment because of his membership in or lawful activity on behalf of the Orchard Park Police Benevolent Association, Inc.

### ARTICLE III. GRIEVANCE PROCEDURE

**Section 3.1: Definition.** A grievance under this provision shall mean any claim by a Police Officer in the unit covered by this Agreement based upon any claimed violation of this Agreement or any rules and regulations, including matters relating to working conditions, in effect over which the Town has control.

**Section 3.2: Procedure:**

Stage One - Any Police Officer covered by this Agreement having a grievance will report it to a designated representative of the Association. The representative will then discuss it, informally, with the grievant's immediate supervisor within thirty (30) days of the occurrence or thirty (30) days of the date of discovery, with a view of resolving the grievance. A proposed resolution shall be discussed with the Chief of Police prior to any conclusion.

Stage Two - If the grievance is not resolved at stage one, it shall be reduced to writing, within fourteen (14) working days after denial at stage one, setting forth the facts upon which the claim is based, the date of the occurrence complained of, the sections of the Agreement or rules or regulations claimed to be violated, and the relief sought. Each written grievance must be signed by the grievant and presented to the Association representative for processing. The Association representative will then present the written grievance to the Chief of Police. Within ten (10) working days thereafter, the Chief of Police will render a decision thereon, in writing, and present it to the representative of the Association.

Stage Three - If the grievance is not disposed of to the satisfaction of the Association at stage two and it wishes to further process the grievance, the authorized representative of the Association shall, within five (5) working days after the decision in stage two, file notice of appeal with the Town Board. Such notice of appeal shall also contain a statement of the prior proceedings and dispositions along with copies of the papers relating thereto. Within ten (10) working days after receipt of the notice of appeal, the Town Board shall schedule a hearing on the grievance, to be held within

thirty (30) working days. Notice of such hearing will be given to the aggrieved member and the representative of the Association. The Town Board shall render its decision in writing within five (5) working days after said hearing.

Stage Four - If the Association is not satisfied with the decision of the Town Board at stage three, it may, through the authorized representative within fifteen (15) working days after receipt of the decision from the Town Board, serve written notice on the Town Board that it desires to have the grievance submitted to arbitration.

**Section 3.3: Suspension or Discharge.** Grievances involving suspension or discharge shall be instituted at stage three of the grievance procedure.

**Section 3.4: Arbitration.**

A. The Association or the Town will apply to the New York State Public Employment Relations Board for a list of five (5) arbitrators for each grievance to be heard. The Association and the Town shall select an arbitrator by each party alternately crossing off the name of an arbitrator until one remains, after commencing the procedure by a coin flip. The name of the remaining person shall be designated as the arbitrator. Each party may reject one (1) entire list of potential arbitrators supplied by P.E.R.B.

B. The arbitrator will have no power to alter or amend the provisions of this Agreement or any applicable rules or regulations relating thereto.

C. The arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearing, or if oral presentations have been waived, then from the date of submission to him. The arbitrator's decision will be in writing and will set forth his findings of fact and conclusions of the issue.

D. The Association and the Town will share equally the costs of selecting the arbitrator and the fees and expenses of the arbitrator.

E. The decision of the arbitrator shall be final and binding on all parties.

**Section 3.5: Represented By Attorney.** The aggrieved Police Officer, the Association and the Town shall have the right, commencing with stage two herein, to be represented by an attorney.

**Section 3.6: Examination.** The aggrieved Police Officer, the Association and the Town shall have the right at all stages of the grievance procedure to confront and cross-

examine all witnesses called against her/him, and to testify and call witnesses on his/her own behalf. Each party shall be furnished with a copy of any verbatim transcript of the proceedings upon request and at the expense of the requesting party.

**Section 3.7: Stenographer.** Any party may provide for a stenographer or stenographic reporter at the party's expense. If mutually agreed upon, a stenographer may be hired at the joint expense of the parties.

**Section 3.8: Reprisal.** No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Town or the Association against the Police Officer aggrieved or the Association representative or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein. Moreover, this paragraph shall not prevent the suspension from duty or termination of employment or any other disciplinary action from taking effect pursuant to Town Laws and regulations and/or the Civil Service Law, pending disposition of a grievance.

**Section 3.9: Days Definition.** For purposes of implementing the grievance procedure, "days" means week days (Monday through Friday, except for Holidays).

#### ARTICLE IV. RECORD OF DISCIPLINE

**Section 4.1: Response.** Police Officers in the unit covered by this Agreement shall have the right to respond in writing to any reprimand, suspension or other disciplinary action and any unfounded complaints entered into their personnel records. Such response by the Officer shall become a permanent part of his file.

**Section 4.2: Personnel Files.** Police Officers in the unit covered by this Agreement shall have the right to view their personnel files, provided such Police Officer gives reasonable notice to the Town and views his file in the presence of the Chief of Police or his designee. Said review shall take place no later than fourteen (14) calendar days following the date of the request. Police Officers covered by this Agreement shall have the right to initial all material in his present personnel file and any new material prior to it entering his file.

**Section 4.3: Indemnification.** Indemnification: Notwithstanding the provisions of any general, special or local law, charter or code to the contrary, the Town shall be liable for and shall assume the liability to the extent that it shall save harmless any Police Officer employed by the Town for any negligent act or tort, provided the Officer, at the time of the negligent act or tort complained of, was acting in the performance of his duties and within the scope of his employment.

A Police Officer, although excused from official duty at the time, shall be deemed to be acting in the discharge of her/his duty when engaged in the immediate and actual performance of a public duty imposed by law, and such public duty performed was for the benefit of the citizens of the community wherein such public duty was performed, and the Town authority or agency, derived no special benefit in its corporate capacity.

**Orchard Park Code: 23-9:**

A. The Town shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court or in the amount of any settlement of a claim, including punitive or exemplary damages, provided that the act or omission from which such judgment or claim arose, occurred while the employee was acting within the scope of his public employment or duties; provided, further, that in the case of a settlement the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by the governing body of the Town.

B. Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this article shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

C. Nothing in this Article shall authorize the Town to indemnify or save harmless an employee with respect to fines or penalties or money recovered from an employee pursuant to §51 of the General Municipal Law; provided however, that the Town shall indemnify and save harmless its employees in the amount of any costs, attorney's fees, damages, fines or penalties which may be imposed by the reason of an adjudication that an employee, acting within the scope of his/her public employment or duties, has, without willfulness or intent on his part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of this state or of the United States.

D. Upon entry of final judgment against an employee or upon the settlement of the claim, the employee shall serve a copy of such judgment or settlement, personally or by certified or registered mail, within thirty (30) days of the date of entry or settlement, upon the Supervisor of the Town; and if not inconsistent with the provisions of this Article, the amount of such judgment or settlement shall be paid by the Town.

## ARTICLE V. BILL OF RIGHTS

**Section 5.1: Time of Interrogation.** Time of Interrogation: The interrogation of a Police Officer who is being investigated for disciplinary violation shall take place while the Officer is on duty, unless mutually agreed otherwise.

**Section 5.2: Identification of Investigating Officer.** Identification of Investigating Officers: A Police Officer who is under investigation must be informed of the Officer in charge of the investigation, and the names of Officers who will be conducting any interrogation.

**Section 5.3: Information Regarding Investigation.** An Officer must be informed of the nature of an investigation before any interrogation commences. The information must be sufficient to reasonably inform the Police Officer of the nature of the investigation.

**Section 5.4: Length of Interrogation.** The length of an internal interrogation must be reasonable, with rest periods being called periodically for personal necessities, meals, telephone calls and rest.

**Section 5.5: Coercion.** Coercion: A Police Officer will not be threatened with transfer, dismissal or other disciplinary action, as a means of obtaining information concerning incidents under investigation. A Police Officer will not be subject to abusive language or promised a reward as an inducement for answering questions.

**Section 5.6: Right to Counsel.** Right to Counsel: A Police Officer being questioned or under investigation has the right to have counsel and a representative of the Police Association present with her/him during any interrogation.

**Section 5.7: Recording of Interrogation.** Recording of Interrogation: Any interrogation of a Police Officer for a disciplinary violation must be recorded either mechanically or by stenographer, and there will be no "off the record" questions put to him/her.

**Section 5.8: Warning of Rights.** Warning of Rights: If a Police Officer is suspected in a criminal investigation, she/he must be advised of all his Miranda Rights.

**Section 5.9: Furnishing of Copies.** Furnishing Copies: A Police Officer under investigation will be furnished an exact copy of any statement he/she has signed, or of the proceedings that are recorded, either mechanically or by stenographer.

**Section 5.10: Polygraph.** Polygraph: A Police Officer will not be given a polygraph examination for any reason.

**Section 5.11: Non Waiver of Constitutional Rights.** Non-Waiver of Constitutional Rights: No Police Officer will be required or requested to waive any constitutional rights granted to her/him under the United States or the New York State Constitution.

**Section 5.12: Investigation.** Investigation: The person being investigated must be advised whether he/she is a possible target or merely a witness of the matter being investigated.

**Section 5.13: Criminal Charges.** Criminal Charges: An Officer is not obligated to answer questions regarding a matter which may be the subject of criminal charges against the Officer.

**Section 5.14: Disciplinary Charges.** Disciplinary Charges: An Officer is not obligated to answer questions after disciplinary charges have been placed against the Officer regarding the matter for which charges have been placed..

## ARTICLE VI. COMPENSATION

**Section 6.1: Salary.** Salary: Below are the new base rates schedule adopted which governs payment of base rates during the term of this Agreement:

Effective	Wage Increase
January 1, 2016	3.75%
January 1, 2017	3.5%
January 1, 2018	3.5%
January 1, 2019	3.75%
January 1, 2020	3.75%

The new starting salaries set forth below shall only apply to employees hired after the execution of this agreement. Any police officer appointment by means of a lateral transfer will start at pay step 2.

<b>Article VI Compensation</b>							
<b>Section 6.1</b>							
<b>Effective</b>							
Years of Service	1/1/2015	1/1/2016 3.75%	1/1/2017 +\$2,000	1/1/2017 3.5%	1/1/2018 3.50%	1/1/2019 3.75%	1/1/2020 3.75%
Starting Salary	\$46,417	\$48,158	\$50,158	\$51,913	\$53,730	\$55,745	\$57,835
<b>After 1 year of continuous service</b>	\$60,792	\$63,072	\$65,072	\$67,349	\$69,706	\$72,320	\$75,032
<b>After 2 year of continuous service</b>	\$64,522	\$66,942	\$68,942	\$71,355	\$73,852	\$76,621	\$79,495
<b>After 3 years of continuous service</b>	\$68,254	\$70,814	\$72,814	\$75,362	\$78,000	\$80,925	\$83,959
<b>After 4 years of continuous service</b>	\$71,985	\$74,684	\$76,684	\$79,368	\$82,146	\$85,227	\$88,423
<b>After 5 years of continuous service</b>	\$75,721	\$78,561	\$80,561	\$83,380	\$86,298	\$89,535	\$92,892
<b>Detective</b>	\$82,536	\$85,631	\$87,811	\$90,884	\$94,065	\$97,593	\$101,253

The hourly rate shall be determined by dividing the annual salary by 2080.

Detective: The detectives shall work the OPPD 10 hour detective schedule. A detective shall be paid 9.00 % above the highest step of a Patrol Officer.

**Section 6.2: Shift Differential.** Shift Differential: Any Patrol Officer working nights (between the hours of 6 p.m. and 7 a.m.) as part of or outside of the Officer's normal tour of duty shall be paid a shift differential of \$0.50 per hour. Effective January 1, 2018, the shift differential shall be \$0.75 per hour. Effective January 1, 2020, the shift differential shall be \$1.00 per hour.



**Section 6.3: Call in Pay.** If an Officer is requested to report to the Police Station for duty or ordered to report for duty other than regularly scheduled hours (except for reasons of her/his own neglect) he/she shall be paid a minimum of two (2) hours pay the rate of time and one-half. Court appearances and training schedules will not be considered call-in, and this section will not apply in those instances.

In lieu of call-in pay, a Police Officer shall have the option of receiving earned compensatory time.

**Section 6.4: Field Training Officer Stipend.** A member assigned as a Field Training Officer shall be credited with two (2) hours of pay at the overtime rate or compensatory time per twelve (12) hour shift. This stipend shall be pro-rated when a member works a partial shift as a Field Training Officer.

**Section 6.5: Case Related Off Duty Calls.** Evidentiary or prosecutorial-related phone calls to an off duty patrol officer will result in that officer receiving one (1) hour of straight time pay. Said calls must be time-sensitive and case-specific. Additional calls within the same hour will not receive separate compensation.

Effective January 1, 2018, a Detective shall be paid five (5) hours each month at the Detective's regular straight time rate as compensation for off duty case specific as well as investigatory and/or prosecutor relevant phone calls received. The Detective shall be paid this stipend on the second pay date of each month. In the event that the Town determines that a Detective is not carrying out his/her duty to answer a reasonable number of off duty calls of this nature, it may discontinue payment of the stipend for the remainder of the year. Such a decision shall be subject to the grievance procedure.

## ARTICLE VII. LONGEVITY

**Section 7.1: Longevity** Each Police Officer in the unit covered by this Agreement shall be entitled to and will receive longevity payments according to the following schedule:

<u>Years of Continuous Service</u>	<u>Amount</u>
4	\$614.00
8	\$1,057.00

12	\$1,501.00
16	\$1,978.00
20	\$2,456.00
24	\$2,933.00
28	\$3,001.00

The computation of the years of service shall be based upon the date of hire and shall change on the anniversary date thereafter. There shall be seven (7) steps in the schedule, and the maximum longevity payment shall be capped at \$3001.00. .

### ARTICLE VIII. COURT TIME

**Section 8.1: Minimum.** For court appearances lasting up to three (3) hours, a Police Officer in the unit covered by this Agreement shall be paid a minimum of three (3) hours at the overtime rate. For court appearances between three (3) and six (6) hours, a Police Officer will be paid a minimum of six (6) at the overtime rate. Court appearances beyond six (6) hours in duration shall be compensated at the rate of time and one-half for all time actually worked.. In the event that a Police Officer is not contacted within eight (8) hours with respect to a cancellation or adjournment of a scheduled court appearance, such Police Officer shall be paid for three (3) hours at the Police Officer's overtime rate. The Officer shall have the option of receiving compensatory time in lieu of court pay.

**Section 8.2: Certification.** Verification of time in court shall be made by presenting the appropriate form to the Chief of Police. Said form is to be signed by the presiding judge.

**Section 8.3: Subpoenaed.** Any Police Officer in the unit covered by this Agreement who is subpoenaed or notified to appear and does appear as a witness before a Grand Jury, Civil Court, Family Court, MV Hearing or S.L.A. Hearing, with respect to a matter which such Police Officer was involved by virtue of the performance of his/her duties as a Police Officer for the Town, such Police Officer shall be paid the difference between any remuneration received for such appearance and her/his normal per diem rate for time actually spent, as outlined in Section 8-1.

**Section 8.4: Notification.** The Police Officer shall be required to:

A. notify the Chief of Police at least five (5) working days prior to the day such appearance is to be required, or as soon as possible:

B. provide the subpoena to the Chief of Police prior to the scheduled appearance, if one is issued:

C. cooperate with the Chief of Police in requesting excuse, delay or rescheduling the time for such appearance, where the absence of such Police Officer will adversely affect the operation of the Police Department: and

D. the Police Officer will report back for work on any day when excused.

#### **ARTICLE IX. OVERTIME**

**Section 9.1: Time and One Half.** Members required to work beyond their regularly scheduled shift or beyond the member's scheduled workweek shall be paid for such hours at the rate of time and one-half the member's regular rate of pay.

Members who are called to duty at hours other than their regularly scheduled shift shall be paid at the rate of time and one-half the member's regular rate of pay.

**Section 9.2: Mileage Reimbursement.** If any Police Officer is required to use his personal automobile for official business, the Town shall reimburse said Police Officer on a per mile basis calculated at the established Internal Revenue Service rate in effect on January 1st of each year. The Town shall assume liability for the operation of said personal automobile during its use on official business.

**Section 9.3: Compensatory Time.** In lieu of overtime pay, a Police Officer shall have the option of receiving earned compensatory time off at the rate of time and one-half (1 ½); however, a Police Officer may never have more than one hundred sixty eight (168) hours of compensatory time off accumulated at any given time. Compensatory time off may be taken in the minimum amount of one-half hour at the discretion of the Chief of Police or his designee. In the event a Police Officer's earned compensatory time off is not taken in the year earned, the Police Officer may carry over no more than seventy-two (72) hours from one year to the next, unless authorized in writing by the Chief of Police. If an Officer is paid for compensatory time, it shall be at the rate earned.

**Section 9.4: Overtime - Equal.** Except for and as long as:

- [a] requested by the Association; and
- [b] being acceptable to the Town,

the Town shall make a reasonable effort to make overtime opportunities available on an equal basis to members capable of performing the work.

All overtime shall be "on the wheel" for the purposes of equalization; however, specialized duty overtime (specialized duty overtime shall not include Court Officer and Field Training Officer) shall be counted at fifty percent (50%) of the hours worked. The PBA shall be responsible for the administration of the overtime equalization process, including recording and tracking all balances, and forwarding a weekly update to administration. In the event that a member has a dispute with the distribution of overtime while the PBA is maintaining these records, such dispute shall not be subject to the grievance procedure.

As of the dates of the ratification and legislative approval of this agreement, specialized duties include: Accident Investigator, Arson Investigator, Bike Patrol, Child Safety Technician, DARE, Defensive Tactics Instructor, ERT, Field Training Officer, Firearms (& Simulator), Less Lethal Instructor, Physical Training Instructor, Radar Instructor, School Resource Officer, and TASER Instructor.

It is agreed and understood that the foregoing list will evolve as new details, assignments, and duties are established, and current specialized duties are modified or eliminated.

The Town reserves the right to assume record keeping, as well as to review PBA overtime equalization records, and to reconcile as necessary.

**Section 9.5: Patrol Zone Staffing.**

In the event that the absence of a unit member creates the need to call in an employee to work overtime, the Town will call in a unit member to work that assignment.

**Section 9.6: Forced Overtime.**

In the event of a forced overtime, the junior member can only be forced to work one (1) time in a 30 day period for any length of time greater than 2 hours. The forced overtime will then move to the next junior member. In the event that all members are either

forced or unable to be forced pursuant to this section, the forced overtime rotation would start over with the junior member, thereby excluding the 30 day rule.

## ARTICLE X. VACATIONS

**Section 10.1: Schedule.** Vacation periods with pay shall be granted to Police Officers in the unit covered by this Agreement as follows:

After 1 year of employment	80 hours
After 5 years of employment	120 hours
After 10 years of employment	160 hours
After 15 years of employment	200 hours

After the completion of an Officer's twentieth (20<sup>th</sup>) year of employment, the officer will be granted an additional eight (8) hours of vacation. After the completion of each successive year after the twentieth (20<sup>th</sup>), the officer shall be granted an additional eight (8) hours of vacation, up to a maximum of 240 hours of vacation. The maximum annual vacation granted shall be 240 hours.

**Section 10.2: Bidding.** Vacation time shall not be accumulated or carried over. The yearly vacation period shall commence on January 1st and end on December 31st of the same calendar year.

Police Officers shall be allowed to bid for vacation time during the last week of the calendar year where said week laps over into the ensuing calendar year.

**Section 10.3: Vacation Week.** For purposes of vacation, a vacation week shall commence at 7:00 am on any given Monday.

**Section 10.4: Unused Vacation.** In the event any Police Officer has unused vacation at the time of his/her retirement, or upon her/his death, he/she, in the event of her/his retirement, or his/her estate, in the event of her/his death, shall be entitled to a sum of money which is equal to the sum that such Police Officer would have been paid had he/she used that vacation time.

**Section 10.5: Allotment.** Except as set forth in section 10.7 (E), all Police Officers shall submit their vacation requests to the Chief of Police or his designee on December 1st of each year. Not more than two (2) Police Officers will be allowed on vacation during any given week, except where permitted by section 10.8. In addition, not more than one (1) Detective will be allowed to take vacation during a given period.

**Section 10.6: Seniority.** Where two (2) or more requests for the same week are submitted, seniority shall determine the selection of Police Officers to that vacation period.

During the week in which the annual convention of the Police Conference of the State of New York is held, not more than two (2) Officers shall be allowed vacation leave. The two (2) Officers who are allowed to be on vacation during the convention week may be a combination of, a Detective and a Police Officer, or two Police Officers. This selection shall be determined by overall departmental seniority.

**Section 10.7: Bidding Rotation.** The selection of vacation periods shall take place as follows:

A. Members will be limited to seventy-two (72) hours to bid their shift schedule once it is that member's turn to select vacation periods.

B. Officers shall bid their vacation requests in increments which shall be no longer than two (2) weeks.

C. The Association will attempt to make a warning notification to the bidding member after forty-eight (48) hours have elapsed. If a member does not bid her/his schedule or make arrangements to have the member's schedule bid on the member's behalf within seventy-two (72) hours, the member will be bypassed and the next most senior member will be eligible to bid. Bypassing of a member shall continue until such time as the member bids his/her shift. Bidding will be annotated by the member's initials along with a date and time.

D. The above noted bidding rules shall remain in effect and apply to the bidding of vacation schedules as well.

E. Vacation bidding is conducted bi-annually for whole week vacation periods being requested in conjunction with the upcoming shift schedule bid. The vacation bid will coincide with the schedule bid so officers can select their vacation time after determining what their shift schedule will be.

F. Members will request a week's vacation by requesting time off on the applicable three (3) or four (4) days of work during the requested week. If a member is normally scheduled to work for three (3) days on the selected week, that member must bid all three (3) days as a vacation week. Likewise, if a member is normally scheduled to work for four (4) days on a selected week, that member must bid all four (4) days as a vacation week except as set forth below.

G. No more than two (2) day shift Officers and two (2) night shift officers can request a week's vacation during any given week. Once a day has been bid as part of a vacation week by a member, that day cannot be bid as part of a vacation week by another member of the same shift, except that if manpower allows the second bidding officer will be given priority when identifying and requesting such overlapping day as part of the Officer's vacation bid and designating that day as a "vacation tie in." This restriction does not apply to single day off requests submitted during or after the open bidding process. The vacation tie in provision applies to four (4) day work weeks only and in the event that a vacation tie in day is denied, the bid vacation week will continue as a three (3) day vacation week. The member will still be responsible for attendance on the denied day.

H. An Officer may extend his vacation two (2) additional days during January through April and one (1) additional day during May through December, provided the Chief of Police approves. The Chief of Police may, at his discretion, allow one (1) additional day off during the May through December period. Such time off may only be approved if the requesting Officer has compensatory time off standing to his credit. Granted time off will be deducted from the Officer's accumulated compensatory time standing to his credit.

A request to extend vacation will not take precedence over other requests for time off, unless such request has been made prior to the posting of the work schedule.

Vacation bid may be doubled up (overlapped) one (1) day on the 1<sup>st</sup> or the 4<sup>th</sup> day of a four (4) day bid. If this practice results in more than four (4) days in overtime pay in any calendar year, the Town has the option of declaring this addition null and void.

I. Members who elect to pass on one or both weeks of vacation on the first bi-annual vacation bid will receive priority in bidding vacation for the second bi-annual vacation bid. A member receiving pass priority will bid within the pass group based on seniority. Once all members with pass priority have bid their vacation schedule for the second bi-annual vacation bid, the second bi-annual vacation bid will proceed to the remaining Association members based on seniority.

**Section 10.8: Qualification.** To be eligible for vacation benefits in any Calendar year during the term of this Agreement, the Police Officer must not have been absent from duty for more than one hundred twenty (120) days, exclusive of sick leave time, during the twelve (12) month period immediately preceding the beginning of the vacation period in a given year (January 1st).

**Section 10.9: Vacation Sell Back.** A Police Officer may submit a voucher to the Town setting forth the number of vacation days to sell back to the Town up to a maximum of fifteen (15):

A. A Police Officer may sell back up to fifteen (15) vacation days by submitting a voucher to the Town setting forth the number of vacation days that the officer intends to sell back (up to 15) no later than February 15<sup>th</sup>. Payment for any vacation days sold back to the Town by February 15<sup>th</sup> shall be made on the first pay date in March.

B. A Police Officer may sell back the balance of the fifteen (15) vacation day annual maximum (fifteen (15) days less those vacation days sold back by February 15<sup>th</sup>) by submitting a voucher to the Town setting forth the number of vacation days that the officer intends to sell back no later than November 15<sup>th</sup>. Payment for any vacation days sold back to the Town by November 15<sup>th</sup> shall be made on the first pay date in December.

C. A member who misses a deadline set forth in this section may appeal to the Town Board or its union liaison, whose decision shall be final and binding.

**Section 10.10: Single Days.** A Police Officer will be allowed to use up to ninety-six (96) hours of vacation leave in single day increments, subject to prior approval by the Chief of Police or his designee.

## ARTICLE XI. HOLIDAYS

**Section 11.1: Schedule.** In addition to regularly scheduled days off, every Police Officer in the unit covered by this Agreement will be entitled to the following holidays with full pay:

- |                           |                     |
|---------------------------|---------------------|
| A. New Year's Day         | H. Independence Day |
| B. Martin Luther King Day | I. Labor Day        |
| C. Lincoln's Birthday     | J. Columbus Day     |
| D. Washington's Birthday  | K. Veterans' Day    |
| E. Good Friday            | L. Election Day     |
| F. Easter Sunday          | M. Thanksgiving Day |
| G. Memorial Day           | N. Christmas Day    |



**Section 11.2: Unused Holidays.** Members of the Association may submit a voucher to the Town setting forth the number of holidays to sell back to the Town up to a maximum of fourteen (14):

A. A Police Officer may sell back up to fourteen (14) holidays by submitting a voucher to the Town setting forth the number of holidays that the officer intends to sell back (up to 14) no later than February 15<sup>th</sup>. Payment for any holidays sold back to the Town by February 15<sup>th</sup> shall be made on the first pay date in March.

B. A Police Officer may sell back the balance of the fourteen (14) day annual maximum (fourteen (14) holidays less those holidays sold back by February 15<sup>th</sup>) by submitting a voucher to the Town setting forth the number of holidays that the officer intends to sell back no later than November 15<sup>th</sup>. Payment for any holidays sold back to the Town by November 15<sup>th</sup> shall be made on the first pay date in December.

C. A Police Officer who sells back a holiday or holidays pursuant to this section but leaves employment, for any reason, prior to one (1) or more of these holidays is observed by the Town in any calendar year, must reimburse the Town for the value of all unobserved holidays sold back prior to the Police Officer's last day of employment. In the event that an Officer does not reimburse the Town prior to his last day of employment, the Town may deduct the value of those unobserved holidays from any payment due to the Officer, including, but not limited to, the Officer's final wages, payment for unused time off, etc.

D. A member who misses a deadline set forth in this section may appeal to the Town Board or its union liaison, whose decision shall be final and binding.

**Section 11.3: Holiday Stipend.**

For the calendar year 2016 **ONLY**, the parties agree that the Town will pay each officer that is actively employed with the Town as of December 1<sup>st</sup> a stipend of \$2,000.

It is agreed and understood by the parties that 2016 will be the last year for which this Holiday Stipend is paid, and effective January 1, 2017, the 2016 annual salaries shall be increased by two thousand dollars (\$2,000) prior to the percentage increase effective January 1, 2017 being applied.

The parties agree that effective January 1, 2017, there will be no additional compensation for Holidays beyond that provided in sections 11.1 and 11.2.

In recognition of the \$2,000 across the board increase in salaries effective January 1, 2017, the parties agree that henceforth there will be no stipend or bonuses for holidays

or super holidays included in this collective bargaining agreement. It is further agreed that this paragraph shall be preserved in every successive collective bargaining agreement to memorialize the terms of this *quid pro quo* exchange.

**Section 11.4: Holiday Hours.**

The hours of a unit member's holidays shall equate to the number of hours in the unit member's scheduled work day.

**ARTICLE XII. MEDICAL INSURANCE**

**Section 12.1: Health Insurance.** The Town shall provide, at no cost to the police officer (except as set forth herein), coverage under the following medical insurance policies in accordance with the terms and conditions set forth below:

Blue Cross/Blue Shield PPO881 coverage (with National Access Coverage) that is in effect on June 1, 2008 with prescription drug coverage of \$1/10/25. New hires only shall have the option of selecting Blue Cross/Blue Shield PPO881 or Community Blue POS-203 with prescription drug coverage of \$1/10/25 as set forth below:

**Officers Hired After February 1, 2012:**

For the duration of their employment with the Town, employees hired after February 1, 2012 shall contribute ten percent (10%) of the health insurance premium in effect in each year.

**Officers Hired Prior to February 1, 2012:**

Effective January 1, 2016, unit members hired prior to February 1, 2012 shall contribute five percent (5%) of the health insurance premium in effect in each year.

Effective January 1, 2018, unit members hired prior to February 1, 2012 shall contribute six percent (6.0%) of the health insurance premium in effect in each year.

Effective January 1, 2019, unit members hired prior to February 1, 2012 shall contribute seven percent (7.0%) of the health insurance premium in effect in each year.

Effective January 1, 2020, unit members hired prior to February 1, 2012 shall contribute eight and one-half percent (8.5%) of the health insurance premium in effect in each year.

**Pre-Tax Contributions:**

To the extent permitted by law, these contributions shall be made by pre-tax payroll deduction, and/or, at the employee's option, on a pre-tax basis through the IRC Section 125 Flexible Spending Plan.

**Changes by Carrier:**

In the event that the health insurance company unilaterally changes the coverage in the above plans, including the drug formulary, the Town is not responsible to maintain the removed or altered coverage. Notwithstanding the foregoing, the Town will not request any changes in coverage. If the health insurance carrier no longer makes available the \$1/10/25 drug coverage, the Town will purchase the prescription drug levels most equivalent (but not worse when the plans are viewed in their totality) to the current level of benefit coverage offered by the health insurance carrier. If the Union disagrees that the prescription drug coverage is most equivalent, the issue is subject to the grievance and arbitration procedure.

**Spouse or Partner Benefits:**

For employees whose spouses do not qualify for the benefits provided under Section 12-4 of this Agreement, in the event of death of an active Town employee receiving coverage under this section including employees on leave (disability or 207-c or other leave), such coverage will be extended four (4) months to the employee's surviving spouse.

Any officer having dependent children and in turn carrying family medical coverage may enroll his or her/his domestic partner in said family plan in accordance with and to the extent permitted by the NYS Domestic Partner criteria and the guidelines set forth by the insurance provider. In the event the officer has no dependent children, said officer should retain single coverage and pay any difference in premium to include domestic partner coverage.

**Health Reimbursement Account (105-h)**

The Town shall provide a 105(h) - Health Reimbursement Account, debit card of one hundred (\$100) dollars per month for each full-time employee who is employed by the Town and is receiving Town health insurance. The effective starting date of the 105(h) - Health Reimbursement Account shall be the first of the month that the terms of the tentative agreement have been ratified by both the parties and the terms become effective including the adoption of the 105(b) plan document, which shall be accomplished as soon as possible, but in no event later than thirty (30) days following

such ratification. Any unused amount(s), remaining balance(s) at the end of each month on the employee's debit card will be carried over to the next month or the next calendar year should there be any unused amount(s), remaining balance(s) on December 31<sup>st</sup>. The Health Reimbursement Account may be used by the employee for any expenses outlined in the 105(h) plan document. All retired officers shall continue to have access to the accumulated balance in their 105-h account for the purposes set forth in the established 105-h plan.

### **IRC Section 125 Flexible Spending Account**

The Town shall provide an IRC Section 125 Flexible Spending Account program allowing for employee contribution as provided by the plan on a pre-tax basis.

In the event an officer chooses to retain medical coverage through his or her spouse or partner, other employment of the employee or a private insurance plan, the officer shall be compensated as follows;

Family Plan - \$2400.00 annually/\$200.00 monthly

Single Plan - \$ 800.00 annually/\$100.00 monthly

The officer shall notify the town, in writing, during the Town's annual option period, and shall provide written verification of medical coverage elsewhere. The officer will have his or her full benefits restored as a result of death of dependent, a court action requiring him or her to do so, loss of dependent benefit or other employment or private insurance or at said time the officer chooses to do so in conjunction with the town's annual option period, to be effectuated as soon as possible, but in no event later than the first pay period of the month following his/her election to return to Town coverage. At said time, the officer, if a new hire within the meaning of this Article, shall have his or her choice of said health insurance plans that are set forth in Section 12-1. Benefits contained herein shall be made at the first pay period following the effective date of the annual option period ending, as the case may be, and shall be pro-rated on a monthly basis.

The Town reserves the right to change health insurance plans and/or companies but not before consultation and discussion with the Union at least 90 days before such change, and provided the new plan is equivalent or better in coverage, which determination shall be made with consideration given to any commitment by the Town to self-insure certain benefits. If the Union disagrees that the plan is equivalent or better, the issue is subject to the grievance and arbitration procedure. A Police Officer shall not be provided with health insurance coverage by the Town if the Police Officer is provided

with equivalent coverage elsewhere, without cost to the Officer. If said insurance is terminated, the Officer will be provided coverage as provided herein. The Town shall have the option of providing two (2) single health insurance policies instead of a family plan, for married employees who have no dependent children when permitted by the health insurance company. In the event a family plan is needed due to dependents, the change from single to family will be accomplished as soon as possible.

#### **Miscellaneous Provisions:**

(A.) The Blue Cross Blue Shield PPO 881 plan shall be provided to all members upon retirement at no cost to any Officer hired prior to January 1, 1999. In the event that an Officer, hired after January 1, 1999, should choose to elect the Blue Cross Blue Shield PPO 881 plan upon retirement, he will pay the difference between the highest cost HMO and the PPO 881. The benefits of this paragraph are pursuant to the provisions contained in Section 12-1 and Section 12-3.

(B.) In the event the Town should want to adopt HMO plans that are one (1) level below the highest cost HMO's available, and self-insure for the difference in coverages provided, the PBA agrees to open negotiations during the term of this agreement for the purpose of establishing a claims procedure of the self-insured portion of benefits. In no event will the benefits be less than those currently enjoyed.

(C.) The Town shall make available Domestic Partner Coverage

**Section 12.2: Dental Insurance.** Effective immediately, the Employer agrees to provide, at no cost to the employee, coverage under the CSEA Employee Benefit Fund Horizon Dental Plan or, if such plan is eliminated, an equivalent plan. In the event that the insurer unilaterally changes the coverage, the Town is not responsible for maintaining the removed or altered coverage. Notwithstanding the foregoing, the Town shall not request any changes in coverage. The Town reserves the right to change dental insurance plans and/or companies but not before consultation and discussion with the Union at least 90 days before such change, and provided the new plan is equivalent or better in coverage, which determination shall be made with consideration given to any commitment by the Town to self-insure certain benefits. If the Union disagrees that the plan is equivalent or better, the issue is subject to the grievance and arbitration procedure.

**Section 12.3: Retirement.** A Police Officer who retires from this department with a New York State service or work related disability pension, (not a resignation or discharge), shall continue to receive, at no cost to the Police Officer, health insurance as provided in Section 12-1 until such member becomes eligible for Medicare, but not

before age 65. In the event a member is not eligible for Medicare by age 65, the provisions of this section shall be provided until such member becomes eligible for Medicare. For continued health insurance coverage as provided in Section 12-1 after the age of sixty five (65), the Police Officer's remaining unused sick leave days, as provided in Section 15-7, computed at his daily rate of pay at the time of his/her retirement shall be used to pay the monthly premium rates. This benefit may be deferred, at the Police Officer's request, until notice to the Town of Orchard Park to commence this benefit on the first day of the month following. The benefits of this section (12-3) shall be provided for the surviving spouse of a retired Officer until the spouse remarries or during such time as he/she is provided with equivalent coverage; but such benefit will only be provided to the Officer's 65th birthday, at which time the benefit will be continued by applying the value of the deceased retiree's accumulated sick time. Retired employees who, as active employees were contributing toward their monthly health insurance premiums, shall continue to do so during retirement, provided that they so contribute, in total (during employment and retirement), only for the number of years, and at the same percentage as set forth under Section 12-1 of this Agreement. All retired officers shall continue to have access to the accumulated balance in their 105-h account for the purposes set forth in the established 105-h plan.

**Section 12.4: Surviving Spouse.** The benefits provided for in Section 12-3 shall be provided for the surviving spouse of a Police Officer who has completed twenty (20) years of service with the Town, however had not retired prior to his or her death. Said coverage may be suspended during such time as he or she is provided with equivalent coverage or is remarried.

### ARTICLE XIII. LIFE INSURANCE

**Section 13.1: Schedule.** The Town shall provide twenty thousand dollars (\$20,000.00) group term life insurance for every Police Officer in the unit covered by this Agreement, at no cost to the Police Officer. Police Officer's shall have the option to convert to Family Whole Life Policy at the Police Officer's expense.

### ARTICLE XIV. RETIREMENT

**Section 14.1: Plans.** The Town will provide and maintain non-contributory retirement plans pursuant to the following provisions of the New York State Retirement and Social Security Law: the benefits provided in Section 384 (f), (g) and (h), commonly known as the 1/60th 25 Year Retirement Plan; the benefits pursuant to Section 375 (I) commonly known as the Improved Retirement Benefits; the benefits provided pursuant to Section 3.02 (9)(d); and the benefits pursuant to Section 384 (d) more commonly known as the 20 Year Retirement Plan; Section 384 (e) more commonly known as the

1/60 20 Year Plan; and the benefits pursuant to Section 443 (f) more commonly known as the final year average salary plan.

**Section 14.2: Open Window 384 (e).** Section 384 (e) shall be available to eligible Police Officers for enrollment between 12/31/94 and 12/31/95. (effective January 1, 2003 section 14-2 shall be removed from the collective bargaining agreement and all the benefits of section 14-1 shall be provided to all members).

## ARTICLE XV. SICK LEAVE

**Section 15.1: Accumulation.** A Police Officer in the unit covered by this Agreement shall earn sick time allowance for illness at the rate of twelve (12) hours per month, which sick time shall be accumulated to a maximum of 2,160 hours .

**Section 15.2: Disposal of Sick Leave Credits.** Disposal of Sick Leave Credits: In order to qualify for any sick leave benefit, a Police Officer who is unable to report for duty by reason of illness or physical disability shall immediately and not less than two (2) hours prior to his scheduled tour of duty, notify the Police Department of that fact and shall state the nature of his illness or disability. When the Police Officer is unable to report in his own behalf, a responsible person may make the report.

Every absence in excess of three (3) days shall be certified by a licensed physician, said certification to be presented to the Chief of Police or his designee. Prior to returning to work, after any sick leave in excess of three (3) days, the Police Officer shall present a release from a licensed physician indicating his ability to perform his required duties. In the absence of such said report, unless waived by the Chief of Police for good cause, time lost shall not be considered sick leave, and such Police Officer shall receive no benefits therefor.

**Section 15.3: Abuse.** Any abuse of sick leave privileges shall result in appropriate disciplinary action.

**Section 15.4: Workman's Compensation.** Police Officers in the unit covered by this Agreement, who are required to attend Worker's Compensation hearings during hours when they are on duty, shall do so without loss of salary and without charge to sick leave.

**Section 15.5: 207C.** Work related sick leave benefits shall apply to Police Officers in the unit covered by this Agreement to the extent required by Section 207-c of the General Municipal law. Where a work related injury resulting in disability occurs an injured employee shall have available to him, in addition to the benefits provided by

Section 207-c of the General municipal Law, all other contractual benefits which would have been available to him had his disability arisen off the job.

**Section 15.6: Illness in Immediate Family.** : Illness in Immediate Family: Leave of absence with pay not to exceed sixty-four (64) hours per year, non-accumulative, to be applicable to sick leave benefit for illness in immediate family. Immediate family for the purpose of this paragraph shall include spouse, son, daughter, step children, parent, and parents-in-law. Immediate family for the purposes of this paragraph shall also include a domestic partner, as the term is defined by the State of New York. A Police Officer who is unable to report for duty by reason of illness in the immediate family shall immediately, and not less than, one (1) hour prior to his or her scheduled tour of duty, notify the Police Department of that fact and shall state who in the family is ill and in need of his or her attention.

**Section 15.7: Sick Leave Redemption.** Sick Leave Redemption: At the time when a Police Officer retires, the Officer shall be compensated for Seventy Five (75%) of the Officer's accumulated sick time as provided for in Section 15-1. At his or her choice, the officer may choose to have said funds payable as follows:

- a. 100 % or any portion thereof payable upon retirement
- b. Any portion diverted to January of each year, of a two year period, following his or her retirement year.

The value of the Officer's remaining sick time, Twenty Five percent (25%), shall be applied to continue health insurance after the age of sixty-five (65) as provided in Section 12-3. The Benefits provided herein shall be available to an officer's surviving spouse of an officer who had completed fifteen (15) years of service.

## ARTICLE XVI. PERSONAL LEAVE

**Section 16.1: Schedule.** Effective January 1, 2012 and on every January 1<sup>st</sup> thereafter, non-cumulative personal leave of not more than six (6) days annually, with full pay will be granted to each Police Officer in the unit covered by this Agreement for personal business not specifically covered elsewhere in this Agreement. Personal business shall be deemed to include only business of such nature that it cannot be conducted at a time other than such Police Officer's regularly scheduled working hours.

Applications for such personal leave shall be submitted to the Chief of Police not less than three (3) days prior to the requested absence except in cases of emergency. Not more than one (1) Police Officer in the road patrol shall be granted personal leave per shift per day (beginning and ending at 0700 (+/- 1 hour), unless such limitation is



waived by the Chief of Police. The Town agrees that personal leave shall be granted as requested for whatever reason except where valid emergencies exist not permitting same.

**Section 16.2: Unused.** Personal leave days not used may be added to accumulated sick leave.

**Section 16.3: Units.** Personal leave may be utilized in units of not less than four (4) hours.

## ARTICLE XVII. DEATH IN FAMILY

**Section 17.1: Bereavement Leave Days.** Leave of absence with pay, not to exceed four (4) consecutive days, will be granted to Police Officers in the unit covered by this Agreement in the event of a death occurring in such member's immediate family. Immediate family, for the purpose of this paragraph shall include parent, parent in-law, spouse, son, daughter, step-children, brother, sister, grandparent, grandparent in-law, grandchild, brother in-law, sister in-law, son in-law or daughter in-law. This leave will extend to a domestic partner or the minor child of a domestic partner, provided the Police Officer and domestic partner have executed an AFFIDAVIT OF DOMESTIC PARTNERSHIP, that such domestic partnership remains current and that the Police Officer has provided a copy to the Town and the Chief prior to the date of the death in question.

Leave of absence with pay, not to exceed one (1) day, to be taken on the day of the funeral or memorial service, will be granted to Police Officers in the unit covered by this Agreement in the event of an aunt, uncle, or step parent.

Effective upon execution of this agreement, bereavement leave days under this Article shall be calculated as 12, 10, or 8 hour days for all members working the 12, 10, or 8 hour shifts. Unless otherwise authorized by the Chief of Police, bereavement leave must be taken on consecutive days and no bereavement leave may be used later than thirty (30) days from date of death.

It is understood and agreed that the changes to this section will only take effect prospectively from the date of ratification and legislative approval of the successor collective bargaining agreement.

**Section 17.2: Travel Day.** For any out of state death in the family, as enumerated in the above paragraph, two (2) day travel time with pay will be granted.

Section 17.3: **Death benefits.** The Town hereby agrees that Section 208(b) of the General Municipal Law is hereby adopted by the parties and made part of this Agreement.

### ARTICLE XVIII. NON-CIVIL SERVICE VACANCIES

**Section 18.1: Posting.** The Town shall establish qualifications for non-civil service job classifications created after the effective date of this Agreement. When the Town determines that a vacancy exists in such non-competitive job classification, notice of such vacancy will be conspicuously posted for a period of at least ten (10) calendar days for the purpose of providing Police Officers of qualified rank to indicate their desire to be considered for the filling of such vacancy. Such Police Officers shall so indicate by affixing their names to such posting. Such vacancies shall be filled by appointing Police Officers possessing the necessary qualifications and experience.

### ARTICLE XIX. TOURS OF DUTY

**Section 19.1: Bidding.** Each Officer shall bid his tour of duty and days off based upon department seniority and on a semi-annual basis as provided

September - February

March - August

Day off requests and approvals shall be posted at least forty five days in advance of the beginning of the month requested. Any new appointee who completes his training during a half-year shall bid his or her schedule, based upon seniority, by filling any deleted schedule that would have been filled. The DARE Officer shall bid the OPPD schedule in accordance with departmental seniority and shall work said schedule when not assigned as DARE.

**Section 19.2: Flex time.** As mutually agreed upon by police administration and a unit member, any member assigned to a non-manpower position will be allowed to flex his/her schedule provided doing so will not knowingly generate overtime cost to the town.

**Section 19.3: Directed Patrol.** The Town shall continue the assignment of a "Directed Patrol Officer" for traffic enforcement, targeted patrol of high crime areas, and directed enforcement of state and local laws under the following terms and conditions:

- A. Directed Patrol Officers shall be scheduled for ten (10) hour shifts;
- B. The member selected for the Directed Patrol assignment will not count toward manpower.
- C. The Chief or his designee will assign a unit member to the Directed Patrol Assignment. The member will be selected from applying unit members.
- D. The member selected for the Directed Patrol assignment shall be permitted to take contractual time off without regard to the Town's manpower needs.
- E. The Directed Patrol assignment shall be applied for twice a year in accordance with Section 19.1 of the collective bargaining agreement.
- F. Holidays under Article XI of the collective bargaining agreement, and Personal Days under Article XVI of the collective bargaining agreement, shall continue to be valued at 12 hours each for the member in the Directed Patrol assignment.
- G. In the event that no member applies for the Directed Patrol assignment, no member will be forced to work the Directed Patrol assignment for that bid.
- H. The Town will not change the hours for the Directed Patrol assignment after a member has been selected, except where mutually agreed upon by police administration and the member selected for that assignment..
- I. The Town acknowledges that Section 19.5 of the collective bargaining agreement requires twelve (12) hour shifts, except for detectives, and agrees not to create additional work schedule without prior good faith negotiations with the Union.
- J. The town is not required to fill the Directed Patrol Assignment.
- K. The Town may discontinue or otherwise not fill the Directed Patrol Assignment in its discretion, subject to the other terms of this collective bargaining agreement.

**Section 19.4: Shift Trading.** Shift Trading: Police Officers within the bargaining unit may trade shifts with each other. Also Detectives within the bargaining unit may trade shifts with another Detective. A notice of the trade shall be submitted to the Chief of Police or his designee at least one (1) hour prior to the trade taking place. These trades shall be made with the understanding that for the purpose of computing

overtime and shift differential, all hours worked pursuant to this trade shall be considered as hours worked by the Officer originally scheduled to work such hours. The Officer actually working waives any consideration of such hours for overtime compensation. Police Department required or sponsored activities, in addition to an Officer's normal tour of duty, shall not be considered in conjunction with any shift exchange and in particular the "consecutive days" requirement.

**Section 19.5: Scheduling - OPPD12**

Bid - Biannual based by unit, then seniority

3 week blocks as follows:

Week 1: 3 days on (36 hours) - 4 days off

Week 2: 3 days on (36 hours) - 4 days off

Week 3: 4 days on (48 hours) - 3 days off

The Town and the Union expressly agree that the foregoing schedule represent and are intended to be a 21-day work period within the meaning of Section 7(k) and that, accordingly, for the duration of the OPPD 12 schedule, employees shall not be statutorily entitled to overtime pay except insofar as they work in excess of the Section 7(k) threshold. Notwithstanding the foregoing, for the duration of the OPPD12 schedule, employees shall be entitled to overtime or compensatory time under Article IX of this Agreement to the extent that they work in excess of 36 hours in Week 1, 36 hours in Week 2, or 48 hours in Week 3.

**Scheduling - OPPD10 Hour Detective Schedule**

The Town and Union expressly agree that the foregoing schedule represents and is intended to be a 14 days' work period within the meaning of Section 7(k) and that, accordingly, upon establishment of the ten (10) hour day schedule and for the duration of said schedule, employees shall not be statutorily entitle to overtime pay except insofar as they work in excess of the Section 7(k) threshold. Notwithstanding the foregoing, for the duration of the said ten (10) hour schedule, employees shall be entitled to overtime or compensatory time under Article IX of this agreement to the extent they work in excess of forty (40) hours in any week on the ten (10) hour schedule.

## ARTICLE XX. CHANGE OF SCHEDULE

**Section 20.1: Exceptions.** Officers in the unit covered by this Agreement shall not be required to change the working schedule they have chosen in the manner provided for herein, except in the event of strikes, riots, conflagrations or occasions when large crowds shall assemble, or any other emergency determined to be such by the Chief of Police.

## ARTICLE XXI. OUT OF RANK PAY

**Section 21.1: Compensation.** In the event that a Police Officer in the unit covered by this Agreement is specifically assigned by the Chief of Police and/or the Town to a higher classification on a temporary basis, such Police Officer will be compensated for all time actually worked in such higher classification at the minimum rate of such higher classification. Unless so specifically assigned to such higher position, a Police Officer shall not be accountable for all of the responsibilities of such higher position.

## ARTICLE XXII. IN-SERVICE TRAINING

**Section 22.1: Compensation.** Any member of the bargaining unit specifically required to attend in-service training (i.e., training under the direction of the Town of Orchard Park Police Department) shall be compensated for such time at his regular straight time rate of pay if the training takes place during the regularly scheduled tour of duty, and at the rate of time and one-half (1 ½), if the in-service training takes place during the Officer's off duty hours.

## ARTICLE XXIII. CLOTHING ALLOWANCE

**Section 23.1: Uniform.** The following articles of clothing shall be furnished and issued by the Town for each uniformed Police Officer in the unit covered by this Agreement and replaced by the Town when deemed necessary by the Chief of Police:

- A. one (1) set Alpha's (long sleeve shirt, short sleeve shirt, pants);
- B. three (3) sets of Bravos ((long sleeve shirt, short sleeve shirt, pants);
- C. 1 jacket;
- D. ; 2 turtlenecks/mock turtlenecks
- E. 1 raincoat;

- F. 2 ties;
- G. 1 hat with rain cover;

**Section 23.2: Damaged.** Non-uniformed Police Officers in the unit covered by this Agreement shall be compensated for clothing actually damaged or destroyed while in the course of their duties and as a result of carrying out same.

**Section 23.3: Allowance.** Every Police Officer in the unit covered by this Agreement shall receive a supplemental annual uniform allowance consisting of \$525.00. Effective January 1, 2018, the uniform allowance shall be increased to \$750.00 per year. Effective January 1, 2018, Detectives shall receive an additional \$400.00 per year.

**Section 23.4: Pro Rated.** New hires and Officers terminating employment with the Town shall receive a clothing allowance prorated on a monthly basis for that calendar year.

**Section 23.5: Payment.** Said clothing allowance shall be payable in a lump sum payment the first pay period in March.

#### ARTICLE XXIV. EQUIPMENT ALLOWANCE

**Section 24.1: Schedule.** The following equipment shall be purchased and provided by the Town and replaced when deemed necessary by the Chief of Police:

- A. Pistol and ammunition;
- B. Holster and belt with keepers;
- C. Ammunition case;
- D. Whistle;
- E. Flashlight and batteries;
- F. Baton and Ring;
- G. Handcuffs & handcuff carrying case;
- H. Badge;
- I. Collar insignia;

- J. Pepper Spray and holster;
- K. 1 Glove Pouch with Gloves; and
- L. Such other equipment as deemed necessary by the Chief of Police.

## **ARTICLE XXV. EDUCATION OPPORTUNITIES AND TUITION REIMBURSEMENT**

**Section 25.1: Tuition, Books, Fees.** The Town shall pay the full cost of tuition, books, and fees only for Officers specifically authorized by the Town Board (the denial of which authorization shall not be subject to the grievance procedure herein) to attend schools or seminars relating to police service courses, provided:

A. Officers shall advise the Chief of Police, in writing as to their desire to attend such courses and details as to the nature of such courses, and the dates, times, places, and costs of such course; and

B. Officers shall submit to the Board appropriate documentary evidence of the costs of tuition, books and fees for such courses.

**Section 25.2: Notification.** Notification of such courses shall be posted in order to provide the Police Officers in the unit covered by this Agreement with the opportunity to advise the Town of their interest in being considered for such courses.

## **ARTICLE XXVI. ASSOCIATION RIGHTS**

### **Section 26-1: Union Release Time**

A) The Association president or designee shall be granted a reasonable amount of time from her/his regular duties – without loss of wages and benefits, and provided said time does not generate overtime cost to the Town – for the purpose of synchronously administering this Agreement in behalf of its members. Administration of this Agreement is understood to include: presiding at official Association-, SOP- and CBA-related meetings; processing, investigating, and adjusting grievances; preparing for and attending arbitrations as well as PERB conferences and hearings; attending official meetings of the Western New York Police Association; and attending Town and/or Village Board public and executive meetings (the latter requiring pre-approval from the Supervisor or Mayor), or that of their respective committees, in relation to and only for those agenda items which may affect the Association or any of its members.

B) The president or designee will request said time in writing as far in advance of the known or reasonably expected administering of the Agreement as practicable, including therein the general reason for such request vis-à-vis subparagraph (A).

C) Requested time off shall be granted/denied in a timely fashion.

D) In the event of an exigent circumstance a request may be made and granted verbally.

E) In the event of an actual or anticipated emergency a request may be denied and/or a previous approval rescinded.

F) Where there is insufficient manpower for release, the Association president or designee may attend to the administration of this Agreement vis-à-vis subparagraph (A) only within the geographical confines of the Town of Orchard Park. With the exception of an arbitration hearing, if needed the president or designee shall be required to respond to calls.

**Section 26.2: Conventions, Conferences.** Two members of the Association designated to represent its members shall have the right to attend state wide conventions and meetings of the Police Conference and shall be allowed three (3) days per year without loss of pay for the purpose of attending same. If an Officer's scheduled tour of duty includes all four (4) days of the conference he shall be entitled to four (4) days without loss of pay or benefits. The Town agrees to pay the necessary and ordinary expenses incurred by such delegates. Such Police Officers shall obtain approval one (1) week in advance from the Chief of Police for such attendance so as to allow for efficient operation and schedule adjustment.

**Section 26.3: Bulletin Board.** The Association shall have the right to post notices and communications limited to Association business on a bulletin board designated by the Town for such purposes at a location agreed upon by the Town and the Association on the premises and facilities of the Police Department. Each notice or communication must be signed by an Officer of the Association before posting.

## ARTICLE XXVII. DUES DEDUCTION

**Section 27.1: Authorization.** The Town agrees to deduct from the salaries of the Police Officers in the unit covered by this Agreement on the Police Department payroll,



the dues of the Association, as such Police Officers individually and voluntarily authorize in writing.

**Section 27.2: Dues Amount.** The Association shall certify to the Town, in writing, the current rate of its membership dues: in the event of any change of the rate of its membership dues during the duration of this Agreement, the Association shall give the Town thirty (30) days' notice prior to the effective date of such change.

**Section 27.3: Schedule.** Deductions referred to in the paragraph above shall be made biweekly commencing with the first pay period following the effective date of this Agreement and in every pay period thereafter during the term of this Agreement. No later than thirty (30) days prior to the first such period, the Association shall provide the Town with a list of, and the original signed payroll deduction authorization cards of, those Police Officers in the unit who have voluntarily authorized such dues deductions for the Association.

**Section 27.4: Additional Deductions.** Additional deduction authorizations submitted at least thirty (30) days prior to any pay period shall be honored and deductions shall be made accordingly.

**Section 27.5: Transmitted Quarterly.** The Town shall transmit to the Association all dues deducted on a quarterly basis.

**Section 27.6: Save Harmless.** The Association shall defend and save the Town harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken or not taken by the Town to comply with the terms hereof, or in reliance on a certification issued by the Association.

**Section 27.7: Agency Fee.** Any present or future employees represented by the Town of Orchard Park Police Benevolent Association who are not Association members and who do not make application for membership, shall have deducted from their wage or salary after completion of their probationary period, the amount equivalent to the dues levied by such employee organization. The Town shall make such deductions and transmit the sum so deducted to such employee organization, provided, however, the employee organization has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes only incidentally related to terms and conditions of employment.

The employee organization shall indemnify and hold harmless the Town and its Officials or employees from any cause of action, claim, loss or damages incurred as a result of the Town's deduction of an agency fee from any employee. The employee organization shall have no right or interest in any agency fee deduction until such collected monies are actually paid to the employee organization. Upon the forwarding by mail of payment of the agency fee deduction to the last known address of the employee organization, the Town, its Officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the employee organization.

## ARTICLE XXVIII. MISCELLANEOUS PROVISIONS

**Section 28.1: Legislative Action.** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**Section 28.2: Whole Agreement.** This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and no departure from any provision of this Agreement by either party or their Officers, agents, representatives or members of the negotiating unit shall be construed to constitute a continuing waiver of the right to enforce any provision of this Agreement.

**Section 28.3: State/Local Benefits.** The Town agrees that it will not alter or revoke any benefits accruing to members under presently effective State/Local laws except to the extent modified by this Agreement.

**Section 28.4: Scheduled Days Off Changes.** Upon posting of the work schedule by the Chief of Police, any scheduled days off granted under the provisions of the Collective Bargaining Agreement may not be canceled by the Chief of Police, except in the event of strikes, riots, conflagrations, or an imminent threat to the public as declared by the Chief of Police. The creation of an overtime situation shall not be grounds for cancelling a scheduled day off under this section. Also, said scheduled days off cannot be canceled by the requesting Officer unless forty eight (48) hours' notice is given. The scheduled days off shall be posted at the time of posting of the shift schedule.

The Town agrees that it will not cancel a member's scheduled day off if that member is outside of a thirty (30) mile radius of the Police Station.

**Section 28.5: Seniority.** Effective January 1, 1989, Police Officers appointed to the Orchard Park Police Department shall have their seniority based on the date of appointment to the Orchard Park Police Department.

**Section 28.6: Past Practice.** This Agreement will supersede conflicting rules, regulations or past practices, heretofore existing. Established past practices not specifically covered herein shall continue in full force and effect.

**Section 28.7: Residency.** All Police Officers shall reside within the Town of Orchard Park. After ten (10) years of service with the Town of Orchard Park Police Department, an Officer may reside anywhere within a thirty (30) mile radius of the Police Station, excluding Canada.

**Section 28.8: Negotiations.** It is mutually agreed that the first negotiation meeting will be held no later than twenty (20) calendar days after the Town or Association receives notification of the other party's intent to enter into negotiations. At this meeting each side shall set forth the sections to be revised and the proposed revisions thereto. In no event shall negotiations commence before September 1st of the termination year.

**Section 28.9: Time Reimbursement.** Time Reimbursement: Any days or time sold in conjunction with the Collective Bargaining Agreement shall be based on the hourly rate as set forth in section 6-1.

**Section 28.10: Road Patrol Levels.** The Chief of Police, Assistant Chief of Police, and Detectives will not count for road patrol levels. Provided there are an equal number of Patrol Officers per shift, the Saturday minimum road patrol level shall be the same as that for Mondays. Otherwise, it shall be established as one (1) less than Mondays. .


**Section 28.11: Disability Insurance Deduction.** Disability Insurance Deduction: The Town shall provide, at no tax consequence to the town, the payroll deduction services necessary for the purpose of providing disability insurance to an officer covered herein. Said deductions shall be pre or after tax dependent upon the plan agenda chosen by the OPPBA.

**Section 28.12: Dispatcher Agreement.** See Appendix A.

**ARTICLE XXIX. DURATION AND SIGNATURE**

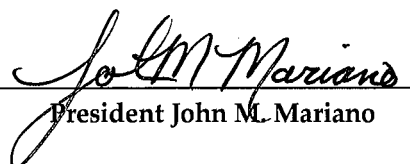
**Section 29.1: Duration.** This Agreement shall become effective as of January 1, 2016, and shall continue in full force and effect until midnight December 31, 2020.

**THE TOWN OF ORCHARD PARK**

By   
Supervisor Patrick Keem

**DATED: Orchard Park, New York**  
July 20, 2018

**THE ORCHARD PARK POLICE  
BENEVOLENT ASSOCIATION, INC.**

By   
President John M. Mariano

**DATED: Orchard Park, New York**  
July 20, 2018

**APPENDIX A  
DISPATCHER AGREEMENT**

1. The Town of Orchard Park (hereinafter referred to as the "Town") and the Orchard Park Police Benevolent Association (hereinafter referred to as the "OPPBA" or "Union") agree that coterminous with the collective bargaining agreement currently being negotiated, the Town may assign civilian dispatchers (hereinafter referred to as "dispatchers") to perform the work of police dispatcher/clerk, as set forth herein. The Town agrees that the following duties shall continue to be performed only by Police Officers, and that the performance of any of these duties shall not destroy any exclusivity that the Union enjoys to such work:

- A. All criminal/reportable complaints and investigations that require the complaint be followed up at a later time when practicable;
- B. Handling of evidence;
- C. All test operations;
- D. All personnel complaints; and
- E. All prisoner processing and handling.

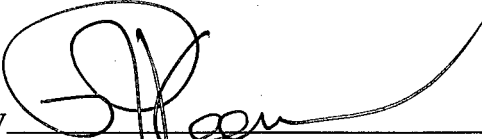
2. The Town agrees to assign Police Officers to work within the Police Department while performing Police Officer duties, in their own schedule/shift, whenever an Officer is recovering from a non-work-related injury or illness, provided doing so is in conformity with the orders of the Officer's physician. Should an Officer be assigned in this manner and another Officer become ill or injured, another temporary position shall be established to accommodate such Officer as follows:

- A. at any posted schedule/shift to accommodate Officers normally assigned to the night shift; or
- B. at a day shift to accommodate Officers normally assigned to the day shift.

3. The Town agrees that in the event of layoffs, or reduction in work force, dispatchers/clerks shall be laid off ahead of any Police Officers.

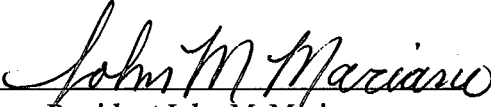
4. The parties agree that upon ratification of this agreement by the membership of the Orchard Park Police Benevolent Association it shall become part of the collective bargaining agreement.

**THE TOWN OF ORCHARD PARK**

By   
Supervisor Patrick Keem

DATED: Orchard Park, New York  
July 20, 2018

**THE ORCHARD PARK POLICE  
BENEVOLENT ASSOCIATION, INC.**

By   
President John M. Mariano

DATED: Orchard Park, New York  
7/20, 2018