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POL | 7480

**A G R E E M E N T**

-between-

**TOWN OF TONAWANDA**

-and-

**TOWN OF TONAWANDA POLICE CLUB, INC.**

1/1      12/31  
2005 - 2008

**RECEIVED**

**MAY 30 2006**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

100



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PREAMBLE

THIS AGREEMENT, entered into this 25 day of July 2005, by and between the TOWN OF TONAWANDA, hereinafter referred to as the "TOWN" and the TOWN OF TONAWANDA POLICE CLUB, INC., hereinafter referred to as the "CLUB."

WITNESSETH:

WHEREAS, the parties hereto desire to provide, through this Agreement, methods for orderly collective bargaining between the Town and the Club to secure prompt and equitable disposition of any grievances that might arise; to establish fair wages and working conditions for police personnel in the recognized negotiating unit; and to promote to the highest degree, efficiency in providing service to the public.

WHEREAS, 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 also, non-conflicting local laws of the Town.

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Town and the Club, through their duly authorized representatives, agree as follows:

ARTICLE I

RECOGNITION

SECTION 1.01 - Definition

The Town recognizes the Club as the sole and exclusive representative and collective bargaining agent for all full-time police personnel in the negotiating unit as defined below. Such personnel shall be hereinafter referred to individually as "Police Officer," and collectively as "Police Officers."

All Police Officers employed by the Town pursuant to the New York State Civil Service Law, excluding the Chief of Police, the Assistant Chief of Police, the Captain of the Detective Bureau and all other employees of the Town.

SECTION 1.02 - Duration

Such recognition shall extend until December 31, 2008, and the Town shall not negotiate with any organization on behalf of Police Officers other than the Club for the duration of such period of recognition.

SECTION 1.03 - Chief of Police

Chief of Police, or Head of the Department, as used in this Agreement, shall mean the Chief of Police, acting Chief of Police or his designated representative.

SECTION 1.04 - Agency Fee

Any present or future employees represented by the Town of Tonawanda Police Club who are not union 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 and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the employee organization.

## ARTICLE II

## MANAGEMENT

### SECTION 2.01 - Rights

The management, direction and control of the Town's Police Department and personnel are exclusively the function of the Town and it retains for itself all of its rights, privileges and powers granted to it by law or tradition not herein specifically abridged or modified or waived.

ARTICLE III

CLUB REPRESENTATION

SECTION 3.01 - Designated Representatives

Seven (7) Police Officers who are designated by the Club as its representatives for the purpose of assisting in negotiating this or future Agreements, shall be permitted a reasonable amount of time from their regular duties to fulfill these obligations when so required. Reasonable advance notice shall be given to the Chief of Police, or his representative, stating in brief the reason for such required absence. A list of said representatives shall be given in writing to the Chief of Police from time to time.

SECTION 3.02 - Meetings

Two (2) elected Police Officers who are designated by the Club will be allowed to attend State-wide conventions and meetings of the New York State Police Conference and the Western New York Police Association, Inc. Conference, in the pursuance of their profession as Police Officers. Attendance at such affairs shall be without loss of pay or time. The privilege will be extended additionally to officers of the Western New York Police Association. However, the functioning of the Police Department will not be placed in jeopardy. Additional Police Officers may be granted this privilege by the Town if the functioning of the Police Department is not placed in jeopardy, and such attendance is approved by the Department Head.

SECTION 3.03 - Club Meetings

Club officers may attend regular and special meetings of the Club without loss of pay or time. However, reasonable

notice must be given the Duty Captain, stating the reason for such required absence, and the functioning of the Police Department must not be placed in jeopardy. Other Executive Board members may also be allowed to attend such meetings without loss of pay or time at the discretion of the Duty Captain.

#### SECTION 3.04 - Discrimination

The parties to this Agreement agree there will be no discrimination with respect to race, color, creed, sex or political persuasion of any Police Officer; that all Police Officers covered by this Agreement shall receive the full protection of the provisions herein, and that all employment, promotion, upgrading, demotion and termination shall be accomplished without regard to any Police Officer's race, color, creed, sex or political persuasion.

#### SECTION 3.05 - Dues Check off

The Town, upon request of the Club, shall deduct from the wages of Police Officers and remit regularly to the Club, the Club's membership dues for those Police Officers who have signed authorization cards permitting such payroll deductions. The form of the authorization cards shall be mutually agreed to by the Town and the Club.

#### SECTION 3.06 - Bulletin Board

It is agreed that the Club may use one official bulletin board for the purpose of posting Club notices to members, provided such notices shall be clearly identified as Club Notices.

SECTION 3.07 - Office Space

The Town shall provide, at no cost to the Association, office space in the Police Headquarters Building for the Association to transact business. The Association shall pay for and be responsible for installing telephones and furnishing said office. Notwithstanding the foregoing, the Town retains the authority to rescind this section upon thirty (30) days prior notification, in writing, to the Association. Within said thirty (30) days period, the Town and the Association representatives shall meet to discuss alternative office space, however, the Town's decision shall not be the subject of a grievance. In the event this section is rescinded, the present space shall revert back to the Association.

be final and binding on the parties, and the arbitrator shall issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

No arbitrator functioning under Step IV of the Grievance Procedure shall have any power to amend, modify or delete any provision of this Agreement.

Expenses for the arbitration services and the proceedings shall be borne equally by the Town and the Club. However, each party shall be responsible for compensating its own representatives and witnesses. Police Officers who appear as witnesses during their work hours will not suffer any loss of salary. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the other and to the arbitrator.

#### SECTION 4.02 - Commitment

As to any grievance concerning an alleged breach, misinterpretation or misapplication of any of the terms of this Agreement, this grievance procedure shall first be exhausted by a Police Officer or a party before recourse to any other procedure or remedy in another form.

#### SECTION 4.03 - Grievance Committee

The Club Grievance Committee shall consist of eight (8) members selected by the Club. The Committee members shall be permitted to leave their work after requesting permission from their respective supervisors for the purpose of adjusting grievances, or administering this or future agreements, or to

attend the required meetings with the Chief of Police or the Town Supervisor or his/her representative and shall be permitted a reasonable amount of time from their regular duties to fulfill these obligations when so required.

SECTION 4.04 - Town Authorization

The parties agree that the grievance procedure set forth above may be utilized by either party. Any dispute which the Town may have with the Club or an employee can be presented by the Town Supervisor, Chief of Police, or their representative to the Club Grievance Committee at Step III of the Grievance Procedure.

SECTION 4.05 - Time Limits Rigidly Applied

Time limits outlined in the Grievance Procedure will be rigidly applied, unless an extension is provided by mutual agreement, in writing.

- b. Fourth (4th) year of service and thereafter -  
paid as provided in the contract.

Employees hired after April 1, 2001 shall pay a portion of the health insurance premium as follows:

- a. After Six (6) months of employment to the first of the month following four (4) years of service - 25%
- b. Fifth (5<sup>th</sup>) year of service and thereafter - paid as provided in the contract

ARTICLE VI

WORK DAY AND WORK WEEK

SECTION 6.01 - Definition

The standard work day shall be eight (8) hours and the standard work week shall be forty (40) hours. The work day and the work week shall be pursuant to the existing New York State Law. Two (2) consecutive days off shall be provided within a seven (7) calendar day period. The above language shall not apply to any modified work schedule.

The parties agree to negotiate a change in the work schedule. Pending resolution, the Town may implement the change. The parties agree that all negotiations shall begin as soon as possible.

SECTION 6.02 - Two Days Off

Whenever two (2) consecutive days off are not provided, such affected Police Officer shall be paid one and one-half (1-1/2) times his/her regular daily rate for the next day worked unless such affected Police Officer is given eight (8) hours compensatory time. However, if a Police Officer volunteers or requests to split his/her two (2) days off, he/she will not be paid time and one-half (1-1/2) for the next day worked.



SECTION 7.02 - Salary Anniversary Dates

For the purpose of applying the above-stated basic annual salary schedule for Police Officers (First year - Fourth year), increases will become effective the first payroll period following the Police Officer's anniversary date of hire.

SECTION 7.03 - Daily Rate

Daily rate of pay effective January 1, 2005, shall be obtained by dividing the basic annual salary by 260. Daily rate of pay effective January 1, 2006, shall be obtained by dividing the basic annual salary by 260. Daily rate of pay effective January 1, 2007, shall be obtained by dividing the basic annual salary by 261. Daily rate of pay effective January 1, 2008, shall be obtained by dividing the basic annual salary by 262.

SECTION 7.04 - Hourly Rate

Hourly rates of pay shall be obtained by dividing the daily rate of pay by eight (8).

SECTION 7.05 - Overtime

Police Officers required to work beyond a regular eight (8) hour shift or beyond a regular forty (40) hour week shall be paid for such overtime hours at the rate of time and one-half (1-1/2) the Police Officer's straight time rate of pay. However, a Police Officer must have worked the full forty (40) hour week, including paid absences, before any time and one-half (1-1/2) rate is paid.

"Incidental and Casual" overtime - not "regular" or "scheduled" overtime not exceeding fifteen (15) minutes, will not be paid at the time and one-half (1-1/2) overtime rate. But, if

such overtime work exceeds fifteen (15) minutes, a Police Officer shall be paid at the time and one-half (1-1/2) rate for all such time worked. However, a Police Officer must have worked the full forty (40) hour week, including paid absences, before being entitled to time and one-half (1-1/2).

All reasonable efforts shall be made to equalize specialized assigned overtime in a given bureau or division and in the same job classification, except in emergencies. Such overtime shall be offered to Police Officers on a rotating basis, which shall be shown on an overtime record.

A Police Officer who is offered overtime work, and who is not then on sick leave, vacation or excused absence, and who elects not to work the overtime offered shall be charged on the overtime record with the number of hours offered. A Police Officer shall not be paid for the overtime he/she does not work.

Overtime records shall be available for examination by all Police Officers.

Police Officers who are called to duty at other than their regularly scheduled duty hours shall be paid at the rate of time and one-half (1-1/2) the Police Officer's straight time rate of pay with a minimum pay equivalent to three (3) hours straight time in each instance, regardless of whether such overtime is paid in monetary compensation or compensatory time off. However, this paragraph shall not apply to instances such as extending their tour of duty or when a Police Officer is called to duty due to the Officer's neglect.

In lieu of overtime pay, a Police Officer may request

compensatory time off at straight time, provided that such request is made to and is approved by the Chief of Police or his designated representative. The minimum amount of time that could be approved is one (1) hour. Any unused accumulated compensatory time shall be paid at the rate of time and one-half (1-1/2) provided the hours worked were at the time and one-half (1-1/2) rate. Any hours accumulated at the straight time rate shall be paid at the regular hourly rate. All of the foregoing payments shall be made in the last pay period of the calendar year.

SECTION 7.06 - Shift Premium

In addition to the regular daily rate of pay, Police Officers shall be paid a shift premium as follows:

- a. Third (afternoon) shift - Thirty (.30) cents per hour for each hour worked. Forty (.40) cents per hour for each hour worked effective January 1, 1999.
- b. First (night) shift - Sixty (.60) cents per hour for each hour worked. Eighty (.80) cents per hour for each hour worked effective January 1, 1999.

Split Shifts - A Police Officer assigned to work a split shift in which four (4) or more hours are worked during a premium shift shall be paid a shift premium for all hours worked at the higher premium rate applicable.

SECTION 7.07 - Longevity Pay

Each Police Officer will be entitled to longevity pay in accordance with the following schedule. Longevity payments shall be made by the Town each calendar year on the first or second pay day in November, at the election of the Town, if

permitted by law.

<u>Longevity Pay Schedule</u>	<u>EFFECTIVE 1/01/05</u>	<u>1/01/06</u>	<u>1/01/07</u>	<u>1/01/08</u>
Five (5) years of service.....	\$ 650.00	\$ 700.00	\$ 750.00	\$ 800.00
Six (6) years of service.....	\$ 725.00	775.00	825.00	875.00
Seven (7) years of service.....	\$ 800.00	850.00	900.00	950.00
Eight (8) years of service.....	\$ 875.00	925.00	975.00	1025.00
Nine (9) years of service.....	\$ 950.00	1000.00	1050.00	1100.00
Ten (10) years of service.....	\$ 1025.00	1075.00	1125.00	1175.00
Eleven (11) years of service....	\$ 1100.00	1150.00	1200.00	1250.00
Twelve (12) years of service....	\$ 1175.00	1225.00	1275.00	1325.00
Thirteen (13) years of service..	\$ 1250.00	1300.00	1350.00	1400.00
Fourteen (14) years of service. \$	1325.00	1375.00	1425.00	1475.00
Fifteen (15) years of service.. \$	1400.00	1450.00	1500.00	1550.00
Sixteen (16) years of service... \$	1475.00	1525.00	1575.00	1625.00
Seventeen (17) years of service.\$	1550.00	1600.00	1650.00	1700.00
Eighteen (18) years of service.. \$	1625.00	1675.00	1725.00	1775.00
Nineteen (19) years of service.. \$	1700.00	1750.00	1800.00	1850.00
Twenty (20) years of service.... \$	1775.00	1825.00	1875.00	1925.00

Each year after twenty (20) the annual increase will be one hundred (100) dollars.

For the purpose of applying the above schedule to Police Officers, they must work one (1) week in the calendar year in which their anniversary date would occur to be entitled to longevity pay.

#### SECTION 7.08 - Holiday Pay

In addition to the above basic annual salaries, Police Officers shall be paid an additional sum of money equal to the wage value of thirteen (13) paid holidays at time and one-half (1-1/2) of the daily rate.

The daily rate shall be obtained by dividing the basic annual salary, plus the Police Officer's longevity amount by 260 in 2005, 260 in 2006, 261 in 2007, and 262 in 2008. This holiday pay add-on is to be paid whether the Police Officer works on the

holiday or is scheduled to be off. Police Officers required to work on any of the listed holidays below shall receive pay at the hourly rate of time and one-half (1-1/2) their regular rate in addition to their holiday pay add-on. A Police Officer assigned out-of-rank on a holiday as provided in 7.14 shall receive the rate of the rank so serving.

The holidays are as follows:

New Year's Day (January 1)	Labor Day (Sept. 5, 2005)
	(Sept. 4, 2006)
Lincoln's Birthday (February 12)	(Sept. 3, 2007)
	(Sept. 1, 2008)
Washington's Birthday (Feb. 22)	
	Columbus Day (October 12)
Good Friday (March 25, 2005)	
(April 14, 2006)	Veteran's Day (November 11)
(April 6, 2007)	
(March 21, 2008)	
Easter Sunday (March 27, 2005)	Thanksgiving Day (Nov. 24, 2005)
(April 16, 2006)	(Nov. 23, 2006)
(April 8, 2007)	(Nov. 22, 2007)
(March 23, 2008)	(Nov. 27, 2008)
Memorial Day (May 30)	Christmas Day (Dec. 25)
Independence Day (July 4)	Employee's Birthday

#### SECTION 7.09 - Promotional Pay

Upon appointment to a higher pay classification or position within the negotiating unit, such Police Officer shall receive the salary rate for that higher pay classification or position.

#### SECTION 7.10 - Court Pay

The Town agrees to pay a Police Officer required to appear in court or before a Grand Jury or any regulatory agency,

except workmen's compensation hearings and evaluations and New York State unemployment, by reason of his/her employment, at times other than the Police Officer's regularly scheduled work time, at the rate of time and one-half (1-1/2) based on time actually spent, provided that no officer shall receive less than four hours' pay at his normal straight time rate. It is further agreed that a minimum of four (4) hours' pay shall be allocated for one or more such appearances within a regular shift period, regardless of whether such court appearance is paid in monetary compensation or in compensatory time off. The rate shall be computed in accordance with paragraphs 7.03 and 7.04.

In lieu of court pay, a Police Officer may request compensatory time off at straight time, provided that such request is made to and is approved by, the Chief of Police or his designated representative. The minimum amount of time that could be approved is one (1) hour. Any unused accumulated compensatory time shall be paid at the rate of time and one-half (1-1/2) provided the hours worked were at the time and one-half (1-1/2) rate. Any hours accumulated at the straight time rate shall be paid at the regular hourly rate. All of the foregoing payments shall be made in the last pay period of the calendar year.

#### SECTION 7.11 - In-Service Training

Any Police Officer required to attend in-service training (i.e., training under the direction of the Police Department) on his/her off-duty time, shall be compensated for such time, at the rate of time and one-half (1-1/2) his/her regular rate of pay.

The Town will notify all Police Officers by posting of law enforcement educational and training opportunities being offered by other departments or other police or educational agencies, so that Police Officers who are eligible, and desire to attend, may notify their superiors of their interest or desire.

#### E.R.T. TRAINING

1. The department may schedule training for members of the E.R.T. at the department's discretion. Attendance at such training will not hamper another officer's ability to take time off on that training day when such affected officer gives 24 hours notice of such time off request. Requesting officer must use a full vacation or personal leave day.
2. The department will provide a detailed plan as to the staffing, posting, selection, qualifications and probationary period of the E.R.T. Discretion to have an E.R.T. will always remain with the Chief of Police.
3. If an officer is a member of, or requesting to be a member of the E.R.T., he thereby agrees to the following:

The department may switch the officer's days off or shift without overtime consideration for regular scheduled training, or special detail without loss of shift premium. Special details include scheduled raids, protests, dignitary protection, and other scheduled events that are not considered to be within patrol function duties. The officer

who has his day off switched, will receive an additional four (4) hours of straight compensatory time in lieu of overtime consideration.

SECTION 7.12 - Tuition

The Town will pay the full cost of all tuition, books and other fees for all Police Officers authorized by the Town Board to attend schools or seminars relating to Police Science Courses.

SECTION 7.13 - Out-of-Rank Pay

When a job vacancy exists for two (2) hours or more, after September 1, 1987, Police Officers assigned to fill the vacancy shall be paid the rate of pay for the job filled, on a pro-rata basis.

However, although the normal complement of officers on "Road Patrol" tours of duty consist of one (1) Captain and two (2) "Patrol" Lieutenants, it is understood that:

a. In the absence of one (1) of the regularly assigned "Patrol" Lieutenants, his/her position will not be filled by a Police Officer working out-of-rank so long as an assigned Captain is on duty; however,

b. In the absence of an assigned Captain, one of the two assigned "Patrol" Lieutenants will be compensated on an out-of-rank basis as the "acting" Captain.

c. In either of the two situations described above, it is agreed that minimally, the complement of officers shall be a "Lieutenant" and a "Captain."



SECTION 7.14 - Cleaning Allowance

Police Officers shall receive the sum of \$850.00 and effective January 1, 1999, each Police Officer shall receive the sum of \$950.00 for the cleaning of uniforms which shall be paid no later than February 15th of each year. Effective January 1, 1999, members of the Detective Bureau shall receive an additional sum of \$200.00. This cleaning allowance shall be pro-rated on a monthly basis in the first and last years of employment.

SECTION 7.15 - Basic Police Training Course

Police Officers attending the Basic Training Course shall receive a mileage allowance.

SECTION 7.16 - Compensation under Section 207-c

A Police Officer receiving compensation under 207-c of the General Municipal Law shall continue to receive Life Insurance as provided in Section 11.08.

SECTION 7.17 - Salary with Prior Experience

Should the Town hire a Police Officer with prior law enforcement experience from another jurisdiction, the Police Officer's starting salary with the Town will be the next higher basic annual salary as provided in Article VII (First year to Fourth year) from the basic annual salary he/she received from his/her previous employer.

All remaining provisions will be effective as so stated in the bargaining agreement. Prior seniority credit will apply only for layoff purposes from the Town of Tonawanda as provided in Civil Service Law.

SECTION 7.18 - Shooting Incentive

Each officer must qualify yearly with his/her departmental issued service weapon. Each department member will be subject to uniformed training determined by the Chief of Police or his designee.

Payment for shooting incentive effective January 1, 2005 will be seven hundred (\$700.00), effective January 1, 2006 will be eight hundred (\$800.00), effective January 1, 2007 will be nine hundred (\$900.00), effective January 1, 2008 will be one thousand (\$1,000) based upon the officer's previous years qualification. Payment will be made on or about the first pay period in June.

ARTICLE VIII

LEAVE OF ABSENCE

SECTION 8.01 - Bereavement Leave

In the event of the death of a Police Officer's immediate family, upon his/her request, the Police Officer shall be granted the following:

<u>FAMILY</u>	<u>LEAVE ALLOWED</u>
I Spouse Children Mother Father Sister Brother	Seven (7) calendar days from date of death
II Grandparents Father-in-law Mother-in-law Grandchildren	Minimum of three (3) to a maximum of seven (7) calendar days off without loss of pay or other benefits from the day of death through the day of the funeral.
III Brother-in-law Sister-in-law Grandparents (spouse)	Day of Funeral or memorial service.

During such bereavement leave he/she shall be paid, however, only for his/her scheduled work days occurring within the above granted time. This time is for the purpose of attending the wake and funeral of the deceased member of the family.

In the event an officer is working the midnight shift (12:00 a.m. to 8:00 a.m.) the day following the funeral, he/she shall be granted one (1) additional bereavement day for that day.

In the event that a family member in Group II has a memorial service in lieu of a funeral, the Police Officer will be given three (3) calendar days off, from the date of death. If a memorial service is out of town and additional time is needed, it will be at the discretion of the Chief of Police.

#### SECTION 8.02 - Sick Leave

Police Officers shall be entitled to a non-accumulative six (6) months' sick leave each year. The Town Board shall have the right to have the Town Physician examine or re-examine any Police Officer who is on sick leave at such time as it shall deem necessary. If, at the end of six (6) months, a Police Officer is still on sick leave, the Town Board shall then review the complete case.

Misuse and/or abuse of sick leave will be grounds for severe disciplinary action.

Sick leave for illness or injury covered by Workers' Compensation shall not be deducted from a Police Officer's sick leave.

In the event a police officer is on sick leave for four

(4) consecutive work days or more, he or she shall, upon request, submit a doctor's statement when returning to work.

A Police Officer on sick leave shall not absent himself from his residence or place of confinement during his scheduled tour of duty except for necessary visits to his physician, or for such treatment as may be prescribed. A Police Officer wishing to be absent from his residence or place of confinement shall request permission for such absence from the Chief of Police or the Chief's designee.

#### SECTION 8.03 - Personal Leave

Each Police Officer shall be entitled to six (6) days paid personal leave each year, which shall not be accumulative. Such personal leave may be used at the Police Officer's discretion, provided that he/she gives at least forty-eight (48) hours' notice to his/her supervisor, except in the case of an emergency, and also provided that his/her absence will not seriously hamper or impede the necessary work of his/her department. The taking of personal leave days shall be on the basis of seniority. Such leave shall not be taken in units of less than one-half (1/2) working day.

#### SECTION 8.04 - Civil Service Exams

A Police Officer shall be granted time to take a Civil Service examination, for promotion within Police ranks, which is held on his/her shift or on the shift next following a shift he worked, chargeable to personal leave, compensatory time, or vacation, at the option of the officer.

ARTICLE X

VACATION

SECTION 10.01 - Schedule

Each Police Officer shall be entitled to an annual vacation, with pay, on a calendar year basis who has completed:

<u>Service</u>	<u>Vacation Allowance</u>
One (1) year service	Ten (10) work days
Three (3) years service	Twelve (12) work days
Six (6) years service	Fifteen (15) work days
Eight (8) years service	Seventeen (17) work days
Ten (10) years service	Twenty (20) work days
Twelve (12) years service	Twenty-two (22) work days
Fifteen (15) years service	Twenty-five (25) work days
Seventeen (17) years service	Twenty-seven (27) work days

SECTION 10.02 - Scheduling

Vacations are to be scheduled in accordance with present practice in the Town. Insofar as practicable, scheduling of vacations shall be determined by the Chief of Police or his/her representative, according to departmental seniority and on the shift being worked.

Police officers who come to the police department after 7/1/87 from other departments within the Town of Tonawanda, who are entitled to service 6, 10 and 15 vacation weeks by the length of their service time with the Town, must take these vacation days in single or half day units. Once the police officer has completed his/her service time with the police department, then they may take their vacation in full one or two week blocks.

SECTION 10.03 - Unused

Notwithstanding any other provision of law, a Police Officer shall be entitled to be paid at the time of his/her retirement from the Town's service for the monetary value of unused vacation time standing to his/her credit at the date of his/her retirement. In the case of the death in service of any Police Officer, such payment shall be made to his/her beneficiaries.

SECTION 10.04 - Vacation Purchase

Each Police Officer shall have the option of electing to receive the cash equivalent of a maximum of two vacation weeks in lieu of taking such earned vacation time, in which event he shall also be paid for time actually worked, provided the Police Officer gives notice of his election in writing no later than December 1st of the preceding year. Payment shall be made on the first pay day of March. The election to receive cash may be made in installments of not less than one week's vacation entitlement.

Notwithstanding the foregoing, the Chief of Police in his discretion may authorize a Police Officer to work his full vacation allowance and the Chief's denial of said authorization shall not be subject to the grievance procedure hereunder.

SECTION 10.05 - Disability During Vacation

In the event sickness, disability or a compensable accident occurs prior to or during the scheduled vacation of an officer, the vacation will be rescheduled by the Chief of Police whenever practicable within the calendar year. If prolonged hospitalization followed by convalescence occurs prior to or

during an officer's vacation and makes it impossible for him to take or complete such vacation time that year, he shall be allowed his regular vacation pay.

SECTION 10.06 - Vacation Pay Advance

Upon written request, at least three (3) weeks prior to vacation time, a Police Officer will be advanced the estimated amount due him, no less than two (2) weeks, that he would have received during his vacation period. This will be paid on a regular payday prior to his vacation.

ARTICLE XI

INSURANCE

SECTION 11.01 - Health Insurance

Subject to the limitation in the employee's options on medical insurance the Town shall offer the following medical insurance coverage. If the health insurance carrier unilaterally changes the coverage offered, the Town is not responsible to maintain the specified coverage herein. However, the Town is responsible to maintain the most comparable medical coverage offered as specified herein by the health insurance carrier.

- A. The Town shall offer Blue Cross Blue Shield coverage both single and family coverage where applicable identified as follows:

Hospital contract 42-43 with Rider R-8 dependents to age 23; R-46 - pre-care plus; R-48 - out of area hospitals; Medical contracts 60-61 with Rider R-8 dependents to age 23; Riders R-4 outpatient emergency care; R-21 psychiatric care; R-22 ambulatory care; R-48 out of area medical benefits; major medical riders BCMM-7 rider FF \$100.00/\$200.00 family with Rider 8; Drug Rider C \$5.00 co-pay with RX Rider 8.

- B. The Town shall have the option at any time to include or discontinue within the Blue Cross Blue Shield policy, the Independent Health Gold (Encompass A-1) Plan, Community Blue II or Health Care Plan/Choice Care Premier Plan a \$250.00 hospitalization deductible rider. Such deductible shall be self-insured by the



Town. Employees incurring the hospitalization deductibles or a portion thereof shall be reimbursed by the Town.

- C. If the monthly premium rates effective January 1, 2001 for the above identified insurance coverage increases during the life of a two (2) year agreement more than 15%, three (3) year agreement more than 20% and four (4) year agreement more than 25%, the increase will be negotiated by the parties to determine who will pay the additional premium rate.
- D. The Town will offer HMO coverage as follows:
  - 1. Independent Health Gold (Encompass A-1)
  - 2. Health Care Plan - Premier
  - 3. Community Blue II
- E. In the event a police officer dies, while employed as a police officer of the Town, has completed twenty (20) years of Town service or would have been eligible for retirement, his/her spouse will receive the same health benefits as if he/she retired.
- F. 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. In the event a family plan is needed, due to dependents, the change from single to family will be done as soon as possible. The Town reserves the right to change health insurance companies, provided the coverage is equivalent.

SECTION 11.02 Health Insurance Selection

During a selection period to be named, current employees as of December 31, 1995 in which the Town pays a portion or all of their health insurance, shall have an opportunity to select medical insurance coverage from the coverages described above at no cost to the employee, except as provided in Section 11.03 (1).

A. All new employees hired after January 1, 1996 must select medical coverage only from the three (3) HMO's described above. If a new employee hired after January 1, 1996 selects traditional Blue Cross Blue Shield coverage that employee must pay the difference between the premium of the most expensive HMO coverage offered and the premium of the traditional Blue Cross Blue Shield coverage.

B. Employees hired prior to January 1, 1996 that have selected HMO coverage have an opportunity to obtain traditional coverage as specified herein after January 1, 1996, during any open window period, without cost to that employee as long as the employee is selecting traditional Blue Cross Blue Shield coverage for any of the following reasons:

1. Upon retirement of the employee or in the event the employee wishes to change to traditional Blue Cross Blue Shield coverage after retirement. If the employee has previously received a bonus for opting out of Blue Cross/Blue Shield, the employee will be required to repay the bonus.

2. The employee has a family member covered by the employee's medical coverage that is leaving or has left the geographical area covered by the HMO.
3. Requests of employees hired prior to January 1, 1996 to move to traditional coverage will be granted for serious medical conditions other than provided by an HMO. These cases will be reviewed on a case by case basis by a committee consisting of two (2) Town representatives selected by the Town and two (2) Club representatives selected by the Club. The majority will rule in these cases. If the committee does not agree and there is no majority, then the matter will go to arbitration pursuant to Article IV of the Collective Bargaining Agreement.

The Town's position to encourage current employees as of December 31, 1995 to select HMO medical coverage was not intended to harm or to be to the detriment of any current employee as of December 31, 1995. The intent is for employees to be allowed to return to traditional coverage for a bona fide reason only.

The Police Club agrees to change to one health insurance carrier, provided that the Police Club is part of the decision making process in determining which health care provider and what medical coverage is offered. It is also agreed that the Police Club and the Town will negotiate the disbursement of any monetary savings that would come from said change to a single health insurance carrier. Should the health insurance carrier

change the coverage offered, the Town is responsible to maintain the most comparable medical coverage offered as specified in the current Agreement, which expired on December 31, 2004.

SECTION 11.03 - Health Insurance During Probation

Employees hired after August 1, 1985 shall pay a portion of their health insurance premium as follows:

1. After probation to the first of the month following three (3) years of service twenty five (25%) percent.
2. Fourth year of service thereafter - fully paid by the Town.

Employees hired after April 1, 2001 shall pay a portion of the health insurance premium as follows:

1. After probation to the first of the month following four (4) years of service - twenty-five (25%)
2. Fifth year of service and thereafter - fully paid by the Town as provided in this Agreement.

SECTION 11.04 - Health Insurance After Retirement

The payment of health insurance premiums shall be made on behalf of an employee who has retired and is collecting a New York State Retirement allowance or is receiving an Ordinary/Accidental Disability Retirement allowance and is not employed where similar health insurance is available to him/her without cost, except that when such employment terminates, his/her rights shall be reinstated. Premiums are to be paid during the life of the retired employee or his/her spouse upon the employee's death, but only until he/she remarries or dies. An employee would not be eligible for this benefit if their spouse was receiving equal

or better coverage at no cost and could cover our retiring employee. If an employee or spouse is not initially eligible for this benefit because the employee or spouse is receiving equal coverage, but circumstances change where coverage is no longer available without cost, then the employee or spouse would be eligible for Town payment of health insurance.

If a National health insurance program of equal coverage is enacted the above provided payment shall cease for retired employees.

Retirees on or after December 14, 1993, if health insurance premiums for retirees increase by more than fifteen (15%) percent in any one year, the increase greater than fifteen (15%) percent shall be shared equally by the retiree and Town, with a \$100.00 maximum payment per year by the retiree.

Employees who retire must enroll in Medicare Part B when eligible.

Any Officer who retires, and requests Traditional coverage due to the portability, shall select an HMO if it offers similar portability and the Officer has no other reasons to need Traditional BC/BS under Section 11.02 C.

#### SECTION 11.05 - Double Coverage

The Town agrees to pay employees a payment of Four Hundred (\$400.00) dollars for dropping individual coverage and Nine Hundred (\$900.00) dollars for dropping dependent coverage per year. Such option must be exercised during the month of November, to be effective the following January 1. This same 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 1 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, \$200.00 - Individual and \$450.00 - Dependent) and show a change in circumstances regarding the alternative health plan (non-voluntary loss of coverage). The Town agrees to let the employee back into the plan after one (1) year. Payment under this Section shall be made within thirty (30) days of the effective day of dropping the Town's plan.

If a husband and wife are both employed by the Town, then they shall be eligible for only one policy pursuant to this Section.

Employees who exercise their option under this Section shall be eligible for Section 11.04 at time of retirement. Employees who quit prior to the end of the year shall repay the pro rata portion of such payment.

Post-probation employees hired after August 1, 1985 with less than three years of service with the Town are entitled to Section 11.05 at 75% of the stated amount. Post-probation employees hired after April 1, 2001 with less than four years of service with the Town are entitled to Section 11.05 at 75% of the stated amount.

SECTION 11.06 - Death Benefit

The Town agrees to provide and maintain the Guaranteed Ordinary Death Benefit of three times an employee's annual rate of pay (rounded to the next higher multiple of \$1,000) with a maximum of \$20,000 pursuant to Section 360-b of the New York State Policemen's and Firemen's Retirement System Law.

SECTION 11.07 - False Arrest and False Imprisonment Insurance

The Town agrees to provide false arrest and false imprisonment insurance protection at no cost to the Police Officer, which coverage shall include claims against off-duty Police Officers acting within the course or furtherance of their employment, or for the benefit of the Town.

SECTION 11.08 - Life Insurance

The Town will provide Police Officers with a life insurance policy which will provide for a death benefit of ten thousand dollars (\$10,000.00) regardless of the cause of death and which can be converted upon retirement.

SECTION 11.09 - Health & Welfare

The Town agrees to contribute \$400.00 towards a health and welfare plan for each unit member, per year. The contribution shall be fully paid into the fund by January 31 of each year.

ARTICLE XII

RETIREMENT BENEFITS

SECTION 12.01 - 384 f, g, h

The Town agrees to provide and maintain a non-contributory retirement plan of benefits for Police Officers pursuant to the New York State Policemen's and Firemen's Retirement System, Section 384 f, g, h (1/60th pension after 25 years).

SECTION 12.02 - 302, 9-d; 341-k

The Town also agrees to provide and maintain retirement benefits under Section 302, 9-d of the New York State Policemen's and Firemen's Retirement Law and further agrees to maintain retirement benefits under Section 341-k.

SECTION 12.03 - 384-d; 375-i

The Town agrees to maintain improved retirement benefits under New York State Policemen's and Firemen's Retirement Law, Section 384-d (Twenty Year Retirement Plan) and the benefits under Section 375-i.

SECTION 12.04 - 384-e

Effective January 1, 1992, the Town agrees to provide and maintain retirement benefits under Section 384-e of the New York State Policemen's and Firemen's Retirement Law.



ARTICLE XIII

OCCUPATIONAL VACANCIES

SECTION 13.01 - Transferring & Assignment

The transferring and assignment of Police Officers will be the sole responsibility of the Town, subject to the provisions of this Agreement and to the following:

a. Civil Service examinations and procedures, as specified by the laws of the State of New York.

b. Qualifications for non-Civil Service, non-competitive job classifications and temporary work assignments within the department shall be established by the Town.

SECTION 13.02 - Table of Organization (changes)

The Club recognizes the right of the Town to make bona fide changes in the Table of Organization of the Police Department and thereby make new designations to perform certain functions within the department, subject to the provisions of this Agreement. As illustration, and not by limitation of such right, the parties are aware that the Town is studying the feasibility of changing the operation of the desk in the Police Department and Police Officers other than Desk Lieutenants may be assigned thereto. If such a change were to be made, such Police Officers are not to be considered "temporarily serving in a higher classification" pursuant to Section 7.14 hereof. Further, there will be no necessity for calling for a promotional list under Section 13.06 if a particular rank is no longer to be used in said department. The Town agrees that no Police Officer will

be reduced in rank or salary by reason of a change in the Table of Organization.

SECTION 13.03 - Detectives (non-competitive)

Detectives are considered to be non-competitive promotions within the department. It is agreed that nothing in the Agreement above shall cause any interference with bona fide changes that might be made in the Town's Table of Organization.

SECTION 13.04 - New Classifications

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

SECTION 13.05 - Vacancies

When a vacancy exists in the following non-competitive classifications:

Records Review Officer

Detective

• Records & Communications Officer

\*\* Field Training Officer

\*\*\* Shift Range Officer

A notice of the existence of such vacancy shall be conspicuously posted, with the time and date, upon a bulletin board in the Police building for a period of ten (10) calendar days. Police Officers who desire to be considered for such vacancy will submit their names and qualifications in writing to the Chief of Police prior to the termination of the ten (10) day

period.

\* Vacancy in Records and Communications Officer and Shift Range Officer will be posted only on the shift the vacancy occurred, if no bidders, the Chief of Police may assign.

\*\* Effective upon the signing of this Agreement, three (3) Field Training Officers, per shift, shall be appointed by the Chief of Police, not subject to the bidding procedures. Thereafter, permanent vacancies, determined by the Chief, shall be posted, only on the shift affected, and filled as per section 13.05. If no bidders, the Chief of Police may assign Field Training Officers. Field Training Officers shall be paid the hourly rate of a Records and Communications Officer for the hours worked as FTO. In the event no police officer is working holding the FTO appointment, the Chief, or his designated representative, may temporarily assign a Police Officer as FTO. No police officer shall receive the designation as FTO until having completed his/her probationary period.

The Police Officer to fill the same shall be selected from the top ten (10) qualified Police Officers who have submitted their names, based upon their seniority and qualifications. For each additional vacancy, three (3) qualified personnel, based upon their seniority and qualifications, shall be added to the group from which the selections shall be made.

The Police Club shall receive a list of the Police Officers who have submitted their names for consideration. All appointments referred to herein shall be probationary for a period of six (6) months.

\*\*\* Shift Range Officers shall be compensated forty (\$40.00) dollars per full month they are the Primary Range Officer for their platoon.

SECTION 13.06 - Examinations

The Town agrees to request from the Civil Service Commission a new examination to be held within one (1) month after the expiration date of each promotional list. All existing promotional vacancies are to be filled within a reasonable time, not to exceed sixty (60) days, from the time the vacancy occurs and a promotional list is available.

ARTICLE XIV

GENERAL

SECTION 14.01 - Uniforms

The regular police uniforms are the required and distinctive identifying clothing worn by Police Officers while employed by the Town of Tonawanda during scheduled tours of duty on behalf of its citizens.

The wearing of police uniforms, in full or in part, except on officially assigned tours of duty, shall only be permitted within the Town of Tonawanda and with the written consent of the Chief of Police.

SECTION 14.02 - Practices

This Agreement shall supersede conflicting rules, regulations or practices heretofore. Established practices not specifically covered herein shall continue in force and effect during the term of this Agreement.

SECTION 14.03 - Annual Fund-Raiser

The Club is hereby authorized to sponsor an Annual Fund-Raiser. It is understood that this function is not to be either publicized or solicitation requested which indicate in any manner that such Annual Fund-Raiser is an official function of the Town of Tonawanda Police Department.

SECTION 14.04 - Personnel File

a. Upon request and at reasonable intervals of time, a Police Officer shall be permitted to examine his/her official department employment personnel file. Reasonable intervals of time shall be deemed intervals of no less than one (1) year.

b. There shall be only one (1) department "Employee Personnel File."

c. A Police Officer shall be entitled to submit a written answer to any material in his/her personnel file which shall be attached to the file copy.

SECTION 14.05 - Weapon - Off Duty

It shall be optional for a Police Officer to carry his/her weapon when not on duty.

SECTION 14.06 - Prisoner Screens

All newly ordered marked radio motor patrol cars, shall be provided with prisoner screens.

SECTION 14.07 - Air Conditioning

All new patrol and detective vehicles (unmarked) will be equipped with air conditioning.

SECTION 14.08 - Personal Items

A Police Officer shall be compensated for the loss or damage of personal items to equipment, false teeth, watches, glasses and clothing while on duty for the Town of Tonawanda. In the event other items are lost or damaged, compensation shall be at the discretion of the Chief of Police. Such loss or damage must be reported by the Police Officer by the end of the tour of duty when it occurs.

SECTION 14.09 - Sick Leave Incentive

A Police Officer who works his regularly scheduled tour of duty, or does not report to work due to a job related injury during any month, shall be credited with four (4) hours monetary compensation. The Police Officer shall have the option to be

paid said monetary compensation the first pay period of the month following the month that the paid compensation was earned or have all accumulated monetary compensation paid in the first pay period of December. In lieu of monetary compensation, a Police Officer may request compensatory time off provided that such request is made to and is approved by the Chief of Police or his designated representative. Such request to receive compensatory time off may be made in the month following the month in which the compensatory time off is earned.

#### SECTION 14.10 - Vehicle Maintenance Record

To ensure employee awareness of continuing vehicle problems and/or needed repairs, the Town shall establish and maintain a vehicle maintenance record sheet for each police vehicle. These maintenance sheets shall be conspicuously posted in the "Briefing Room" of Police Headquarters, to enable the employees the opportunity to inspect them prior to using the vehicles.

#### SECTION 14.11 - Carry Over Time

A police officer may carry over to the next calendar year up to forty-four (44) hours of unused time off earned in the current year. This carry over may consist of November or December sick leave and compensatory time earned prior to November 23rd of that year. All hours, maximum of forty-four (44), carried over to the next year become compensatory time, valued at the officer's basic hourly rate of pay at the time it was earned. An officer must use all of the carried over hours but sixteen (16) hours of this time by May 1st of the subsequent

year, or the original monetary value of these hours will be paid to the officer in May. Officers that wish to carry over the above must submit an intra-departmental communication to their commander specifying what hours are to be carried over: vacation, personal leave, or compensatory time, by November 23rd of each year. Such Police Officer may, at his/her discretion, designate any portion or all of the forty-four (44) hours (only in full days) to be added to his/her accumulated days, Section 11.04. In the event the procedure to earn accumulated days, Section 11.04, would be eliminated sometime in the future, the full days donated by the Police Officer could be reclaimed and paid to the police officer at the basic straight time rate of when they were earned. Any days earned per Section 11.04 could not be reclaimed. It is understood between the parties the normal accumulation of Section 11.04 may not exceed 150 days, however, the donated days from the forty-four (44) hour carry over may be additional days over the 150.

Compensatory time earned between November 23rd and December 31st of each year can be carried over in a separate carry over bank at its earned value, but must be used by February 1st of next year or an officer will be paid for its value in February. Any of this time earned and credited this year will automatically be carried into the next year unless used as time off.

None of the above restricts the Chief of Police or his designee in paying off compensatory time, at the basic rate when earned, instead of granting time off.



#### SECTION 14.12 Residency

Town of Tonawanda Police Officers with more than eight (8) full years of service with the Town may reside within a thirty (30) mile radius of the Police Headquarters, 1835 Sheridan Drive, Kenmore, New York 14223, excluding Canada.

A permanent Police Officer with less than eight (8) full years of service with the Town may request to reside within the thirty (30) mile radius of Police Headquarters, (1835 Sheridan Drive, Kenmore, New York 14223, excluding Canada) if such Police Officer feels it would be an undue hardship to remain a resident within the Town of Tonawanda. The final approval to allow such Police Officer to reside within the thirty (30) miles radius of Police Headquarters, excluding Canada, shall be at the complete discretion of the Town of Tonawanda Town Board and not subject to the Grievance Procedure.

#### SECTION 14.13 - Jury Duty

A Police Officer summoned for jury duty (not volunteers) will be excused for such service, and if he/she is actually required to attend and serve, will be paid their base rate of pay, up to eight (8) hours per day for his/her normal scheduled tour of duty. An employee on call for jury duty who is not required to serve on any day, must report for duty as scheduled. A police officer will notify the Chief of Police or his designee of such absence and accompany such request with a copy of the court order or jury summons. The police officer may retain mileage, meals or related fees paid for jury service.

ARTICLE XV

JOINT HEALTH AND SAFETY COMMITTEE

SECTION 15.01 - Members and Meetings

A committee of six (6) members, three (3) members designated by the Chief of Police and three (3) members designated by the Club, will review and investigate complaints regarding working conditions or work requirements.

This committee will make recommendations to the Chief of Police.

The Chief of Police will advise the committee of his opinion and recommendations concerning these matters.

If the Chief of Police rejects the committee's recommendations, he will advise the committee the reason for his rejection.

The Joint Health and Safety Committee will meet every three months.

This Article shall not be subject to the Grievance Procedure.

ARTICLE XVI

SAVINGS CLAUSE

SECTION 16.01 - Invalid or Unconstitutional

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

ARTICLE XVII

TERM OF AGREEMENT

SECTION 17.01 - Duration

This Agreement, except as may be modified within the individual sections hereof, shall be effective beginning January 1, 2005, and remain in force and effect until December 31, 2008.

SECTION 17.02 - Renewal

The parties agree that negotiations for renewal of this Agreement shall commence on or about August 15, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, each by its duly authorized officials and representatives, the day and year first above written.

TOWN OF TONAWANDA, NEW YORK

By

Ronald J. Malone  
Supervisor

By

Susan M. Jordan  
Personnel Supervisor

TOWN OF TONAWANDA POLICE CLUB, INC.

By

Todd C. Cichonaki  
President

DATE EXECUTED: February 27, 2006

MEMORANDUM OF UNDERSTANDING

It is agreed between the Town of Tonawanda and the Town of Tonawanda Police Club, Inc., the following will become effective September 2, 1977.

The intent of this Memorandum is that during the phase-out period of the job title of Desk Lieutenant, the following is agreed upon:

1. Present police personnel holding the rank of "Desk Lieutenant" will receive the same basic annual salary as "Police Lieutenant."
2. All three positions; Communications Room and the Front Desk will eventually be "Records and Communications" assignments. If a "Desk Lieutenant" is off or in another assignment, he will only be replaced with a "Records and Communications" assignment.
3. During the period of phase-out, Desk Lieutenants will be assigned principally to the position of "Records and Communications," and this will not set a precedent that "R.C." assignments should receive the salary of "Desk Lieutenant" or "Police Lieutenant" unless otherwise negotiated or agreed upon.
4. Except in an emergency, a "Police Lieutenant" will not be required to fill in for an "R.C." assignment.
5. When a permanent vacancy becomes available in the position of "Police Lieutenant" a Civil Service List will be called for, and the top three candidates will all be considered, as prescribed by law.
6. In the event a "Desk Lieutenant" could be considered for promotion to "Police Lieutenant" by virtue of his position on a Civil Service Lieutenant's promotional list, and he is in fact promoted, it is agreed he can perform the duties of a "Desk Lieutenant" until such time as a "Police Lieutenant's" vacancy is available.

TOWN OF TONAWANDA

By James V. Ryan  
Supervisor

TOWN OF TONAWANDA POLICE CLUB, INC.

By Robert C. Berlinghoff  
President

DATE EXECUTED:

September 16, 1977

MEMORANDUM OF UNDERSTANDING

Preferred Overtime

A Police Officer desiring to be eligible for placement on the Police Department's preferred overtime list must notify the Chief of Police or his designee in writing. An officer's placement on this list shall make him/her eligible to work on his scheduled days off at the current straight time daily rate of pay pursuant to the conditions of Form TTP 200. Consideration and placement of an officer on the preferred overtime list shall be at the discretion of the Chief of Police or his designee and shall not be subject to the Grievance Procedure.

TOWN OF TONAWANDA, NEW YORK

By Ronald H. Moline, Supervisor

TOWN OF TONAWANDA POLICE CLUB, INC.

By Charles Volk, President

DATE EXECUTED: \_\_\_\_\_, 1987

MEMORANDUM OF UNDERSTANDING

It is agreed between the Town of Tonawanda and the Town of Tonawanda Police Club, Inc., to the following:

The decision and impact of new means, methods and equipment put into service by the department, through and including June 30, 2005, that affect terms and conditions of employment are in agreement with the Town of Tonawanda Police Club.

TOWN OF TONAWANDA

By N. J. Stocker  
Labor Consultant

TOWN OF TONAWANDA POLICE CLUB, INC.

DATE EXECUTED:

By Todd Ciehonski  
President

July 19, 2005