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#### **Contract Database Metadata Elements**

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Depew, Village Of And Depew Police  
Benevolent Assn Inc

~~VI~~  
POL

COPY

AGREEMENT

between

VILLAGE OF DEPEW, NEW YORK

and

DEPEW POLICE BENEVOLENT ASSOCIATION, INC.

JUNE 1, 2000 THROUGH MAY 31, 2004

**RECEIVED**

AUG 22 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

31

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INTRODUCTION

This agreement, entered into this        day of        , 2001 between the Village of Depew, a municipal corporation hereafter referred to as the "Village" and the Depew Police Benevolent Association, Inc., hereafter referred to as "union" or the "PBA".

SINCE it is the public policy of the Village to promote harmonious and cooperative relationship between it and its employees, and

SINCE it is the policy of the Village to protect the public by insuring, at all times, the orderly and uninterrupted operation and function of its government, and

SINCE these policies are best effectuated as provided by Civil Service Law by:

- (a) Granting to its public employees the right to organize and be represented, and
- (b) Requiring the Village to negotiate and enter into written agreements with the Union which has been certified and/or recognized and which represents public employees, and

SINCE the Village has recognized the PBA, for the purpose of negotiating , collectively, the method of determination and administration of grievances, arising under the terms and conditions of employment and, also to negotiate and enter into written agreements with the PBA containing such terms and conditions of employment and

SINCE the parties desire to embody the terms of interest arbitration awarded previously granted, NOW, IN CONSIDERATION OF the following mutual covenants and agreements, it is hereby agreed as follows:

**SECTION 1 - RECOGNITION**

The Village recognizes the PBA as the sole bargaining agent for all Civil Service police officers, employed by the Village, below the rank of Captain and also excluding the Chief of Police.

**SECTION 2 - DISAFFIRMANCE OF THE RIGHT TO STRIKE**

The PBA affirms that it does not and will not assert the right to strike or engage in any other concerted stoppage of work or slow-down by its members against the Village and it will not assist or participate in any such acts and will not counsel, advise, urge or impose, upon its members, an obligation to conduct, assist or participate in such strike or in other acts as herein defined. In the event the PBA or any of its members should violate any of the provisions of this Section, the PBA or its members will be subject to the penalties imposed by law.

**SECTION 3 - TERM OF AGREEMENT**

This agreement shall be effective beginning June 1, 2000 for a term of four (4) years and will expire May 31, 2004.

The parties agree to begin negotiations for a successor to this Agreement in the last fiscal year of this Agreement, following written notice by either party to the other, that it wishes to begin negotiations. The notice should be given no later than February 1st of the last fiscal year of this agreement and within thirty (30) days of the notice the parties will begin negotiations. Failure to send such written notice will not prevent negotiating a successor agreement. The parties may, by mutual consent, extend any time limits contained in this paragraph, provided that such extensions be in writing and signed by both parties.

**SECTION 4 - MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, past practice and applicable law, the Village possesses the sole right to operate Village Government and all its authority, rights and responsibilities are retained by it. The exercise of such authority, rights, or responsibilities will not be subject to the grievance or arbitration procedures contained in this Agreement, unless there is a violation hereof. It is expressly recognized, by way of

illustration and not by way of limitation, that such authority, rights and responsibilities shall include, but are not limited to, the right to determine the mission, purposes, objectives and policies of the Village; to direct all programs and operations of the Village; to establish, maintain and/or alter work and personnel rules and schedules of work; to recruit, hire, train, promote, transfer, schedule, set hours of work, lay-offs and assign employees; to determine the work to be done and the standards to be met by employees; to determine new and/or change existing methods, facilities, means and number of personnel for the conduct of Village programs and operations; to contract-out for any goods or services; to determine qualifications of employees and to suspend, demote, discharge and/or take any other disciplinary action against employees; and to take whatever action is necessary to carry out the functions of the Village; subject, however, to the Agreement, past practice and existing law.

#### **SECTION 5 - DUES CHECK-OFF**

The Village will deduct dues, on a monthly basis, for officers who authorize the Village to do so. The PBA will furnish the Village with a proper authorization form for the deduction of such dues and the Village will transmit the dues to the PBA, promptly.

All present or future officers, represented by the PBA, who are not union members and who do not make application for membership, shall have deducted from their earnings an amount equivalent to dues as levied by the PBA. The Village will make such deductions and transmit the money to the PBA, provided, however, the PBA has established and maintains a procedure providing for refund, to any officer who demands a return or any part of this agency shop fee deduction, which represents the officer's pro-rata share of expenditures by the PBA in aid of activities or causes only incidentally related to the terms and conditions of employment.

The PBA will hold the Village harmless against all claims, suits, demands and liability arising out of and in connection with this provision.



**SECTION 6 - LEGISLATIVE REQUIREMENTS**

It is agreed by and between the parties, that any provision of this Agreement, requiring legislative actions 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.

**SECTION 7 - GRIEVANCE - DEFINED**

A "grievance" shall mean any difference or dispute between the parties to this Agreement or those police officers to whom it applies concerning the interpretation or application of the terms of this Agreement.

**SECTION 8 - GRIEVANCE PROCEDURE**

**Step 1**

A police officer who feels he has been aggrieved must present his grievance, in writing, to his immediate supervisor within forty (40) calendar days of the date of the occurrence of the grievance or of the date the officer should have known of such occurrence, whichever is later. The grievance must be signed by the officer and should contain the date, time and place of the alleged violation, the facts of the violation, the particular section of this agreement claimed to have been violated and the relief sought.

**Step 2**

If the grievance is not satisfactorily resolved, under Step 1, the grievant shall forward the grievance to the PBA Grievance Committee, within five (5) calendar days after response by the immediate supervisor (per Step 1) or within ten (10) calendar days after the grievance is filed whichever is sooner.

After review of the grievance the committee will forward a copy of the grievance to the Chief of Police with three (3) proposed dates to meet with the committee with the time of the meeting to be mutually agreed to by the parties. The Chief of Police will within ten (10) calendar days of presentation to him will discuss the matter with the PBA Grievance Committee. The Chief of Police shall render a decision to the PBA within ten (10) calendar days from the

day of the Step 2 meeting. Should the grievance committee pursue the grievance to Step III, the committee will inform the Chief of Police that it is pursuing the grievance to Step III prior to doing so. This notification will be in writing.

### Step 3

If the discussion, under Step 2 does not result in resolution, then within five (5) calendar days a written report of the dispute will be made by the PBA Grievance Committee and by the Chief of Police to the Mayor or his designee who will discuss the grievance with the PBA Grievance Committee within ten (10) calendar days from receipt of the request and shall thereafter issue a decision to the PBA within fifteen (15) calendar days from the day of the Step 3 meeting.

### Step 4

If the grievance is not satisfactorily resolved, within the time set forth above, either party may demand arbitration by service of a written notice of the other intention to do so, within twenty (20) calendar days after the expiration of the fifteen (15) calendar days referred to in Step 3, above. The time limits contained in this provision are of the essence. However, they may be extended by mutual consent of the parties. Failure of the grievant to proceed within the limits herein shall terminate the complaint with prejudice at that Step. Failure of the Village to answer, within the time limits herein, requires the grievant to proceed to the next Step of the procedure and within a timely manner as if the grievance received a timely response.

### Step 5

When grievance is moved to the point of arbitration the parties will utilize the New York State Public Relations Board in that regard. All costs involved in arbitration shall be born, equally, by the parties and decisions rendered shall be final and binding on the parties and on police officers who are affected. Arbitrators shall have no power to add to, subtract from, or modify any terms of this Agreement.

**SECTION 9 - EXHAUSTION OF REMEDIES**

The grievance procedure must be utilized by the parties in processing complaints in which it is claimed that either party has violated the meaning, intent or application of any portion of this agreement. A grievance which concerns an alleged breach, misinterpretation or misapplication of and express provision of this agreement must be processed through the grievance procedure, above, before recourse through any other forum.

**SECTION 10 - GRIEVANCE COMMITTEE**

The PBA Grievance Committee shall consist of not more than four officers, selected by the PBA. The PBA will provide the Chief of Police a written list of the names of the committee members and of any changes thereof.

The committee members will be permitted to leave work for the purpose of adjusting grievances and attendance at required meetings with the Chief of Police or the Mayor or their representatives and permission for such leave will not be unreasonably denied.

In the event of denial of permission to leave work, for such purposes, the time limitations, set forth above shall be extended by the number of days or delay which results from such denial.

**SECTION 11 - DISCIPLINARY ACTION**

[This section intentionally left blank]

**SECTION 12 - UNFOUNDED COMPLAINTS**

No record or reference to a complaint, either Departmental or External, which is lodged against a police officer, will be entered into the officer's personnel record if, after investigation, the complaint is determined to be unfounded.

### SECTION 13 - REVIEW OF PERSONNEL HISTORY

13.1

For the purpose of this section, there shall be one official personnel file maintained for an employee. An employee shall, within five (5) working days of a written request to the Chief of Police or his designee have an opportunity to review his official personnel file. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

13.2

Subject to an employee's request, the employee will be provided copies of all documents and notations in his official personnel file of which he has not previously been given copies.

13.3

Upon an employee's written request, a verbal counseling memorandum or written reprimand over seven (7) years old shall be removed from the official personnel file, provided that the employee has received no additional counseling memos or written reprimands. Any reference to such counseling memorandum appropriately removed shall not be contained in the official personnel file. Such verbal counseling memorandum or written reprimand which has been removed from the employee's personnel file shall be admissible for purposes of determining an appropriate penalty in a disciplinary arbitration hearing.

### SECTION 14 - OFFICER'S RIGHTS

A police officer who has a complaint lodged against the officer will have the substance of the complaint presented to the officer, in writing, if the complaint is to be used against the officer and is placed in the officer's personnel file. The written complaint must be signed. The purpose of the provisions herein is to provide a Bill of Rights for police officers employed by the Village of Depew to be followed by superior officers in the conduct of investigations concerning officers' conduct.

1. Informing the Officer

(a) An officer who was the subject of an investigation will be advised of the name, rank and command of the officer in charge of the investigation and of the name, rank and command of the interrogating officer and of all persons present during interrogation. If an officer is directed to leave his post and report for interrogation to another location, his own command shall be promptly notified of his whereabouts.

(b) The officer shall be informed of the nature of the investigation before interrogation begins, including the name of the complainant. The officer shall be given sufficient information to reasonably be apprised of the allegations.

(c) If it is known that an officer is to be interrogated as a witness, only, the officer shall be so informed at the time the officer is notified to appear.

(d) If an officer is arrested he shall be informed of and given all rights pursuant to the Miranda Decision rendered by the United States Supreme Court.

2. Conduct of Investigation

(a) The procedure contained in this provision, shall be observed by all superior officers in conducting investigation of actions of police officers.

(b) The interrogation of an officer shall be at a reasonable hour, preferably when the officer is on duty, unless the exigencies of the investigation dictate otherwise.

(c) Questioning shall not be overly long. Reasonable respites shall be allowed and time will be provided for personal necessities, meals, telephone calls and reasonable rest periods.

(d) An officer shall not be subjected to offensive language, shall not be threatened with transfer, dismissal or other punishment and no promises of reward shall be made as an inducement to answer questions.

(e) The entire interrogation shall be recorded, either mechanically or by a stenographer. There will be no "off the record" discussions and the record will reflect all recesses.

(f) No officer shall be ordered to submit to a polygraph test.

(g) An officer who is interrogated shall be furnished with a copy of all statements he has signed or made at the conclusion of the interrogation.

(h) There will be no secret recording of an interrogation or interview of an officer, at any time.

(i) A police officer, who is being investigated, has the right to have a PBA representative and/or attorney present during a hearing, questioning or interrogation unless such presence will cause undue delay in the questioning, hearing or interrogation.

## SECTION 15 - SENIORITY

### 15.1

Seniority, as defined in the Department Rules and Regulations, shall be based upon a police officer's uninterrupted service in the department and shall be broken if he leaves active service, for any period of time, for any reason, except authorized sick leave.

15.2

Seniority will be within rank and based upon date of appointment and position on the civil service list, where the effective date of the appointment is the same. An up to date seniority list, showing the officers' rank and date of appointment to such positions shall be made available to all police officers. Seniority in the Detective Division shall be based upon the time of appointment to the Detective Division.

15.3

Police officers attending in-service training, as directed by the Chief of Police, or when an emergency arises, as determined by the Chief of Police, will be given preference irrespective of seniority.

15.4

The Village retains the right to change an officer's shift for reasons of reprimand, based upon cause, or when special qualifications require assignment to a particular shift. This right is subject to the provisions of the discipline and discharge sections of this collective bargaining agreement.

15.5

If an officer's shift has been so changed the officer will be entitled, upon request to be provided with the reason for such change, in writing and the statement will become part of the officer's personnel file.

#### **SECTION 15-A - SHIFT PREFERENCE**

##### **15-A.1**

Each police officer shall have the right to choose his own shift and vacation on a rotating basis, one week at a time, based upon seniority. Shift change/vacation meeting will be held once a year. Notice of said meeting will be posted at least fourteen (14) days prior to the meeting. Said meeting will be held on or before January 1st, unless the parties mutually agree to postpone the meeting to a later date.

15-A.2

Effective once a year, each police officer, in accordance with this section, shall have the right to choose his own shift and vacation based upon seniority.

15-A.3

Shift changes and vacation will take effect no later than January 10th, unless otherwise mutually agreed by the parties, and requests for shifts must be submitted to the office of the Chief of Police no later than two weeks prior to the annual meeting.

**SECTION 16 - BEREAVEMENT LEAVE**

- (a) (Four Working Days). Each police officer will be entitled to bereavement leave, upon request, and will be granted such time off without loss of pay or other benefits for a period of time coinciding with the date of death/memorial service, but not exceeding four (4) working days, in the event of death of a member of the officer's immediate family; the immediate family will include the following: parent, spouse, child, sibling, father-in-law, mother-in-law, grandparent or grandchild of the officer.
- (b) (Two Working Days.) In the event of death of a brother-in-law or sister-in-law, an officer will be granted not more than two (2) working days off without loss of pay or other benefits, which shall coincide with the date of death/memorial service.
- (c) (One Working Day.) In the event of death of an aunt, uncle or grandparent of a spouse of an officer, the officer will be granted one working day of bereavement leave coinciding with the date of death/memorial service, without loss of pay or other benefits.

**SECTION 17 - OUT-OF-RANK PAY**

When a police officer works out-of-rank, the officer will be paid the rate of pay of the higher classified position in which the officer performs duties. The difference in pay between the officer's regular salary and the higher paid position will be paid monthly.

A police officer will not be required to work out-of-rank unless the officer consents.



### SECTION 18 - PROMOTIONAL PAY

When an officer is appointed to a higher paid classification or position the officer will be paid the increased salary immediately.

### SECTION 19 - COURT PAY

When an officer is required to appear in a Court within the Village, during non-scheduled work hours, the officer will be paid a minimum of two (2) hours pay or be paid for the actual time spent, whichever is greater, at the rate of time and one-half, based upon the officer's hourly adjusted salary rate.

When an officer is required to appear in any other Court or before a grand jury or any other regulatory agency, during non-scheduled work hours, the officer will be paid a minimum of four (4) hours pay or be paid for the actual time spent, whichever is greater, at the rate of time and one-half at the officer's hourly adjusted salary rate.

Each officer is required to inquire at the desk or of the Court officer, at least four (4) hours prior to a scheduled Court appearance, to ascertain whether the matter has been adjourned or rescheduled. If an officer is not notified of an adjournment or rescheduling he will be paid in accordance with the above provisions, even if the matter has been adjourned or rescheduled.

### SECTION 20 - COURT TIME - OTHER EMPLOYMENT

When a police officer, who is employed in another capacity, is required to appear in Court for reasons related to such other employment, the officer will not be paid Court pay as provided above.

### SECTION 21 - IN-SERVICE-TRAINING

When an officer is required to attend in-service training, during off-duty hours, then at the officer's election the officer will be granted compensatory time-off or be paid at the officer's regular hourly adjusted rate for the time spent in such training.

## SECTION 22 - EDUCATIONAL OPPORTUNITIES

The Village will post notice of law enforcement educational and training opportunities so that police officers, who are eligible and who desire to attend such courses, may notify the Chief of Police of their interest to attend.

The opportunity to attend will be based upon qualifications, seniority and the needs of the department. If an officer has attended a school, the officer's name will be placed at the bottom of the list which is maintained for purposes of attending educational courses. This does not obligate the Village to grant attendance.

## SECTION 23 - CALL-IN-TIME

When an officer is ordered to report to work or to duty on other than regularly scheduled work days or work hours, the officer will be paid a minimum of three (3) hours pay or be paid for the time spent, at the rate of time and one-half using the officer's hourly adjusted salary rate.

Each officer may be required to attend three (3) annual staff meetings, at the direction of the Chief of Police or his designee, during non-scheduled work days or work hours, without compensation. An officer who fails to appear for such meetings, without excuse by the Chief of Police or his designee, will be subject to reprimand or other disciplinary action.

## SECTION 24 - PERSONAL LEAVE

Each officer will be granted five (5) days paid personal leave, each fiscal year which shall not be cumulative.

In order to enable the department to maintain necessary manpower requirements, personal leave must be requested at least forty-eight (48) hours in advance of the requested time off. This will not preclude the granting of personal leave on less than forty-eight (48) hours notice, upon approval of the Chief or Captain. If the Chief or Captain is not available in a timely fashion, the Shift Lieutenant may grant the request according to established policies.

Personal leave requested in the case of emergencies will not be unreasonably withheld.

At the end of each fiscal year each police officer may redeem unused personal days at the regular rate of pay.

Personal leave will not be used in less than four (4) hour increments. Use of the four (4) hour increment must be at

either the start of or at the end of the shift only. An eight (8) hour request or holiday request shall take preference over a four (4) hour request. Said four (4) hour request only, when granted, shall be a first come basis. The four (4) hour request may be denied due to minimum staff requirements.

Personal leave, other than four (4) hour request, will be granted upon seniority.

Beginning June 1, each fiscal year, each officer may give written notice to the Chief of Police of five (5) dates requested for "guaranteed" personal leave days. If a guaranteed personal leave day absence will seriously hamper the necessary work of the police department, the Chief of Police may deny the request unless another officer agrees to work as replacement. A detective must be replaced by another detective.

In the event more than one officer requests the granting of a "guaranteed" personal leave day for the same day and only one replacement officer agrees to work, the request for leave will be granted to the officer who requested the leave first.

#### **SECTION 25 - VACATIONS**

Each police officer shall be granted annual paid vacation, each calendar year as follows:

<b>LENGTH OF SERVICE</b>	<b>VACATION LEAVE</b>
After 1 year	10 days
After 5 years	15 days
After 10 years	20 days
After 20 years	25 days
After 25 years	30 days

Vacations shall be listed in days (1 week equals five [5] work days) not weeks. If an officer selects a short week for vacation, the additional day(s) are to be used when the schedule permits as determined by the Chief of Police.

## SECTION 26 - UNUSED VACATIONS

At the time of retirement or death, each police officer or beneficiaries shall be paid the monetary value of unused vacation time standing to the officer's credit.

## SECTION 27 - SICK LEAVE

(a) Each officer's sick leave, accumulated before the date of this agreement, shall remain to the officer's credit. An officer shall be credited sick leave at the rate of one and one-half (1-1/2) days each month during which the officer is on full pay status at least 50% of the work days. An officer may accumulate sick leave credit to a maximum of 220 days. Arbitration Award PERB Case No. A85-368, regarding sick leave, shall apply to sick leave only and that decision will not affect other issues such as vacation time, longevity pay, uniform allowance, personal leave days and other similar benefits.

(b) If an officer who was hired, before June 1, 1994, retires or dies, while still employed by the Village, the officer or the officer's estate will be paid the value of unused sick days to a maximum of 200 days.

If an officer who was hired after June 1, 1994, retires or dies, while still employed by the Village, the officer or the officer's estate will be paid the value of unused sick days to a maximum of 100 days.

At the police officer's discretion, once he has accumulated leave days of one hundred and twenty (120), he may at his option, sell back to the Village ten (10) days per year and putting said value of redeemed time into his deferred compensation plan. Any amount of accumulated sick leave pay bought back on an annual basis will be decreased from the officer's maximum buy back of 200 days. The officer may sell back accumulated sick leave, at ten (10) days per year down to a "0" buy back.

(c) An officer who is unable to report for duty, due to illness or disability, must submit to examination by a physician, selected by the Village, if requested to do so by the Chief of Police. The officer will be paid salary and all other benefits and all costs incurred shall be paid by the Village.

(d) Sick leave may be utilized when an officer is incapacitated or unable to perform duties by reason of

1. Sickness or injury
2. Quarantine
3. Emergency medical or dental visits

(e) When sick leave absence is requested, the officer will report the same to the Chief of Police, or his designee, at least one hour prior to the start of the officer's next work shift. Failure to so report, except for reasons satisfactory to the Chief of Police, or his designee, will be a basis to refuse the granting of sick leave and the officer will not be paid for such absence. The parties agree that the Chief has the authority to monitor sick leave.

(f) Time-off for disability for which Worker's compensation Benefits are paid, will not be charged against an officer's accumulated sick leave.

(g) A certificate or statement, from a physician, confirming incapacity or inability of the officer to perform duties, may be required by the Chief of Police in the event of absence for more than two (2) consecutive work days or more than three (3) days in a thirty (30) day period. Such certificate or statement must be provided by the Chief of Police or his designee. Before an officer is required to obtain such certificate or statement the officer will be warned of the necessity to do so. Following said warning, if an officer fails to provide proof of illness, when requested to do so, the officer's absence will not be charged against the officer's sick leave and will be considered time-off without pay.

Each day on which an officer requests sick leave, the officer or a representative must report to the officer assigned to the desk, of the reason for such absence.

(h) Abuse of sick leave shall be grounds for disciplinary action.

**SECTION 28 - SICK LEAVE BANK**

The PBA may establish a sick leave bank which it will administer.

1. Each officer who elects to participate in the bank will contribute to it, from the officer's accumulated sick days, a number of sick days as determined by the PBA and the Village will debit such time from the officer's sick days and credit it to the sick leave bank.

Officers who participate may be required to contribute additional sick days, as determined by the PBA, at any time.

2. Officers who elect to participate in the sick leave bank, may do so upon compliance with such terms and conditions as the PBA determines.

3. An officer who is a participant in the sick leave bank, and who has exhausted all accumulated sick leave standing to the officer's credit, and all other accumulated time, may apply for sick leave of absence to the PBA.

If such sick leave is granted the PBA will notify the Village of the number of sick days granted to said officer and the Village will pay the absent officer one (1) day's for each day of authorized absence. The Village will deduct one (1) sick leave day from the sick bank for each day of sick leave absence which has been approved.

4. Such sick leave may be authorized by the PBA, only, and it will establish rules and guidelines to determine when such sick leave will be granted.

5. The PBA will notify the Village of the names of officers who are members of the sick leave bank and the number of sick days contributed by each officer.

6. The Village will provide the PBA with an accounting of accumulated sick days, in the sick leave bank, on or before September 1, each year.

7. The PBA may discontinue the sick leave bank, at any time, and in that event the Village will credit all unused sick days to those officers presently participating in the sick leave bank equally.

#### **SECTION 29 - SPECIAL LEAVE**

In recognition of outstanding police work the chief of Police, at his sole discretion, may grant time-off to a police officer.

#### **SECTION 30 - POLICE UNIFORMS**

Each officer shall be paid uniform allowance, each fiscal year, in the sum of \$900 of which amount \$650 shall be paid to each officer as follows: \$325 in the first pay period in June and \$325 in the first pay period in November, which shall be used for care, maintenance and purchase of uniforms. The balance of said allowance shall be credited to each officer and be used for the purchase of items of uniforms or equipment.

The Village will pay the cost of repair and replacement of uniforms which have been damaged, lost or destroyed, within the line of duty, if approved by the Chief of Police.

The Village will arrange for alternative uniform vendors so that officers and detectives may make purchases of uniforms from such vendors.

### **SECTION 31 - RETIREMENT BENEFITS**

The Village will continue to provide and maintain non-contributory retirement benefits, for police officers, pursuant to the provisions of the New York State Retirement Social Security Law Section 384, (f), (g) and (h) (25 year retirement and career plan), Section 302, 9.d. (1 year final average salary) and Section 341, k. (Credit for certain military service).

The Village will also provide, without cost, retirement benefits in accordance with New York State Retirement Social Security Law Section 384-d (20 year retirement) and 384-e (enhanced retirement benefit).

### **SECTION 32 - DEATH BENEFITS**

The Village will continue to pay for the benefits provided in New York State Retirement Social Security Law Section 360 (ordinary death benefit) and will also pay reasonable funeral expense incurred on behalf of an officer killed or who dies in the line of duty, in the sum which does not exceed \$5,000.

The Village will also provide, without cost to each officer, a life insurance policy with a face value of \$25,000 in accordance with the life insurance plan provided through the Police Conference of New York, Inc. and in accordance with said plan the Village will allow officers to obtain additional coverage at their own expense. Premiums for additional coverage will be deducted from each officer's salary and payment will be forwarded in accordance with the insurance company's requirements.

### **SECTION 33 - HEALTH INSURANCE**

The Village will provide and pay the full cost of the Independent Health Gold Plan providing family coverage and dependant children to age 25 years. If an officer selects alternative health coverage, which is more expensive, the officer will be required to pay the excess cost. If an officer selects a less expensive plan, the officer will not be entitled to receive the difference. The coverage provided will include \$5.00 co-pay for prescriptions.



Each fiscal year the Village will continue or renew the Independent Health Gold Plan or it may, in its discretion, select another plan which is less expensive but which provides equivalent benefits as those provided in the Independent Health Gold Plan.

Retired police officers may remain in the group and pay group rates by paying premiums directly to the Village Treasurer, on a monthly basis.

The Village will pay the monthly premium for each officer who retires from the Village Police Department with at least 20 years of service. This benefit will not begin until the officer reaches 50 years of age and it will terminate when the officer reaches age 65 years.

The Village will contribute \$12,000 each year to a supplemental benefit fund to be managed by the PBA to be used only for health care benefits for officers who retire from the Village Police department with at least 20 years of service and reaches age 65 years.

The Village shall pay the costs of a Dental Plan, known as the Guardian Dental guard Preferred PPO 589 W1 Dental guard IV Plan, the monthly costs of same not to exceed \$1,640 for the entire bargaining unit, or \$51.25 per month per police officer.

The Village shall pay the cost of the VSP Plan not to exceed \$7.00 per month per police officer, the plan to be determined by the PBA.

In the event the premium of either of the Dental or Vision insurance coverage shall exceed the monthly premium set forth above, the difference between the above-indicated premium and the premium due shall be borne by the police

officer. If the Dental and/or Vision premium is less than the above-indicated monthly premium, the officer will not be entitled to receive the difference.

An officer, who is entitled to family coverage, as provided above, may waive such coverage if the officer's spouse is provided with family medical coverage. Officers who waive such coverage may be required to submit proof of spouse's coverage to both the Village and the PBA. An officer who waives this coverage must submit written notice to both the Village and the PBA and waiver of such coverage will be effective the first day of the month following thirty (30) days after the date of receipt of such notification to the Village. A copy of the written request shall be placed in the officer's personnel file. If an officer's spouse is employed by the Village, the officer is not eligible to waive this coverage. Officers who waive this coverage will be paid 50% of the amount of the monthly premium saved by the Village in lieu of payment of premium for such officer. This 50% of payment in lieu of medical coverage applies only to the monthly premium paid by the Village for the medical coverage covered under this section of the agreement. This paragraph does not apply to premiums paid for Dental and/or Vision coverage. A police officer will not be entitled to a payment or partial payment in lieu of Dental and/or Vision coverage.

#### **SECTION 34 - OTHER INSURANCE**

The Village will provide, without cost, insurance to protect officers against claims based upon false arrest, false imprisonment and it will comply with requirements of Section 50-j of the General Municipal Law.

#### **SECTION 35 - NON-COMPETITIVE JOBS**

If the Village decides to fill a vacant position of Detective, it will post notice of such vacancy for a period of fifteen (15) days before filling the vacancy.

If the Village decides to fill a vacant position or create an additional position or positions of Detective, the officer(s) who express an interest in being considered will do so, in writing, to the Chief of Police by the date indicated on the

notice. The list of police officer(s) who express an interest in the position will be posted on the Department bulletin board at least two (2) weeks before the appointment is made.

#### **SECTION 36 - CIVIL SERVICE LIST**

The Village will provide and maintain civil service lists for each position, in the department, at all times.

#### **SECTION 37 - POLYGRAPH TEST**

Neither the Village nor the Police Department, nor anyone acting on their behalf, will require investigatory polygraph testing of any police officer.

#### **SECTION 38 - WORKING CONDITIONS**

The PBA will be permitted space and a bulletin board to the same extent as it currently enjoys.

Upon written request or the complaint of an alleged unsafe condition, the Chief of Police, or his designee, shall cause the matter to be immediately investigated and within two (2) weeks shall give the complaining party a written response, including the action taken or to be taken.

The Chief of Police shall consider a request by the PBA to change the required uniform, due to weather conditions, and the Chief of Police will determine the appropriate uniform to be worn, in his sole and exclusive discretion.

Mail which is addressed to a police officer, at the police station, will not be opened except by the officer to whom it is addressed.

Notices which require an officer to appear in any Court or which contains any type of benefit, whatsoever, will be promptly copied and a copy given to the duty officer who is in charge of daily activities. This is to allow for

scheduling required Court appearance for officers and for reducing unnecessary Court appearances and for disclosing the receipt of any benefit, by an officer, by mail.

#### **SECTION 39 - POLICE BALL**

In accordance with past practice, the Village will continue to allow time-off for all its police officers in order to attend the PBA Ball which is held annually. The PBA has the right to present annual awards, to outstanding officers of its choice, and to conduct the ball as it sees fit. The Village will request the Chief of Police to request coverage by the Erie County Sheriff's Department for the date on which the ball is held but if such coverage is not provided, the Depew Police Department will cover the Village.

The PBA will also provide a desk officer to work the afternoon and night shift to provide dispatch service to the Erie County Sheriff's Department, in accordance with past practice.

#### **SECTION 40 - UNION REPRESENTATION**

Four (4) delegates of the PBA may attend the annual New York State Police Conference, Inc. Convention without loss of time or pay but the Village will not pay their expenses. Not more than two (2) PBA officers may attend the monthly meetings of the Western New York Police Association, without loss of time or pay, schedule permitting. The Chief of Police may allow a Lieutenant to attend monthly meetings of the Erie County Captains and Lieutenants Association, without loss of pay or time. Written notice of permission to attend such meetings must be given to the Chief of Police or his designee at least one week prior to the meeting.

The PBA president may be granted not more than four (4) hours off, per week, to attend union business, schedule permitting. When using such leave, the PBA president shall sign-out before leaving his post and shall sign-in upon return to duty, if more than one (1) hour remains on the officer's shift. The time-off, referred to herein, provides maximum allowance only and only union business may be conducted during such sign-out time.

**SECTION 41 - LONGEVITY PAY**

Each officer will be paid, in addition to other pay or salary annual longevity pay as follows:

<u>Length of Service</u>	<u>June 1, 2000</u>	<u>June 1, 2001</u>	<u>June 1, 2002</u>	<u>June 1, 2003</u>
After 1 year	\$425	\$425	\$425	\$425
5 years	\$1,050	\$1,050	\$1,050	\$1,050
10 years	\$1,150	\$1,150	\$1,150	\$1,150
15 years	\$1,250	\$1,250	\$1,250	\$1,250
20 years	\$1,350	\$1,350	\$1,350	\$1,350
25 years	\$1,425	\$1,425	\$1,425	\$1,425

Longevity time is computed from actual date of appointment to the police department and purchased military time may be used for retirement only.

**SECTION 42 - HOLIDAYS**

An officer is entitled to 15 holidays which may be used in the following manner:

1. An officer may take all holidays off in one (1) day increments, one week increments, or elect to sell all or some of them back.
  - A. Conditions: an officer must notify the Chief of Police or Captain prior to the vacation meeting the number of days of sell-back.
  - B. An officer must notify the Chief of Police or Captain, prior the vacation meeting, how many one week increments he will take, which will then be selected at the vacation meeting and granted based on the vacation selection process and accorded vacation status as in the past
  - C. An officer will notify the Chief of Police or Captain prior to the vacation meeting how many one day increments he elects to use.
2. Holiday requests must be submitted at least 48 hours in advance and will be based on schedule permitting.
3. Holiday requests of 5 days in a row, after the vacation meeting, will be considered as one day requests and

may be canceled based upon manpower and a senior officers request.

4. An officer will be solely responsible for using his holidays with the calender year or lose them. Due to circumstance which may make it difficult for an officer to have his holiday requested granted, a grace period of two (2) months will be granted allowing an officer to carry a maximum of two (2) holidays into the new year with a deadline of the last day in February.

**SECTION 43 - SHOOTING PROFICIENCY**

The Village will make arrangements for shooting, for all police officers, so that they may qualify annually.

**SECTION 44 - SALARY**

Each police officer shall be paid, in accordance with the following schedule:

<u>POSITION</u>	<u>6/1/00</u> <sup>1</sup> (0.0%)	<u>6/1/01</u> <sup>2</sup> (0.0%)	<u>6/1/02</u> (3.10%)	<u>6/1/03</u> (3.10%)
Police Officer Top Step	\$49,053.89	\$49,053.89	\$50,574.56	\$52,142.37
Detective	\$51,192.28	\$51,192.28	\$52,779.24	\$54,415.40
Lieutenant	\$58,862.64	\$58,862.64	\$60,687.38	\$62,568.70

**SECTION 45 - OVERTIME PAY**

A) When an officer works thirty (30) minutes beyond the officer's regularly scheduled shift, the officer will be paid for all time worked, exceeding eight (8) hours, at the rate of time and one-half.

The Village will maintain an overtime list which list will be based upon seniority.

B) [This section intentionally left blank].

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<sup>1</sup>Payment of \$1,000 per officer.

<sup>2</sup>Payment of \$1,000 per officer.

**SECTION 46 - PAST PRACTICE**

This agreement will supersede conflicting rules, regulations or practice, not specifically covered and past practice will remain in full force and effect.

**SECTION 47 - RULES AND REGULATIONS**

The Village has the right to establish, maintain and alter work and personnel rules but these shall be applied in a reasonable and non-discriminatory manner.

**SECTION 48 - DISCIPLINE AND DISCHARGE**

(A) A police officer will be given a copy of any warning, reprimand, suspension or other disciplinary action with just cause which is entered into the officer's personnel record, within three (3) days of the date of the action taken. An officer who is disciplined or discharged has the right to file a grievance at Step 4 of the grievance procedure, contained in this agreement. An officer who so grieves, waives the right to the discipline and discharge procedure contained under both Village Law and Civil Service Law. An arbitrator's award, arising out of such a grievance, as concerns the appropriate discipline or discharge, may vary from the types of discipline contained in both the New York Village Law and New York Civil Service Law.

B) a police officer will only be disciplined or discharged for just cause. A police officer will be requested to meet with the Chief for disciplinary action at a mutually agreed time and date. A police officer will be given a copy of any warning, reprimand, suspension or other disciplinary action which is entered into to the officer's personnel record, with three (3) days of the date of the action taken.

**SECTION 49 - RESIDENCY**

An officer must reside with the Village during the first ten (10) years of service but, thereafter, may reside wherever the officer chooses.

**SECTION 50 - DEFERRED COMPENSATION**

The Village will provide a deferred compensation plan for police officers, in accordance with the requirements with U.S. Internal Revenue Code.

**SECTION 51 - LIAISON COMMITTEE**

The Chief of Police or his designee, once per quarter, will meet with a liaison committee from the Depew PBA on a mutually agreed date, to discuss general working conditions.

**SECTION 52 - JURY DUTY**

A police officer summoned for jury duty shall, if scheduled to work that day, or the midnight shift immediately preceding the date summoned for jury duty, shall be compensated his regular pay for said work day.

**SECTION 53 - SHIFT EQUALIZATION PAY**

Each officer shall receive shift equalization pay of \$915. Said shift equalization pay shall be paid the first pay period of that fiscal year and each fiscal year thereafter.

**SECTION 54 - DAY OFF AUTHORIZATION**

An officer will be granted a day off (PL, Holiday, Vacation Day or Comp Day) schedule permitting, and will not be "bumped" from the day by a more senior officer under the following procedures:

1. The officer submits his request of the day off at least seven (7) days prior to the day off requested, but not more than thirty (30) days prior to the day off requested.
2. More than one officer submitting his request on the same day under subdivision 1 for the same day off the request will be granted to the senior officer with said seniority waiver attached.
3. Day off requests must be presented to the Chief of Police or the Captain in person or via



telephone to be dated and verified by the officer and the administration, with signature, nature, date and time required.

4. The time of the request is not controlling on said request, only on the day of said request.

#### **SECTION 55 - POLICING GRANTS**

Officers assigned to any policing grants will be assigned on a rotating schedule base upon a "wheel" as agreed to by the PBA and the Chief of Police depending upon the type of grant.

IN WITNESS WHEREOF, the parties have here onto set their hands this 1<sup>st</sup> day of September 2001.

Frank DeSantis  
President, Depew Police  
Benevolent Association, Inc.

APPROVED AS TO FORM  
Paul D W  
PAUL D. WEISS, VILLAGE ATTORNEY

[Signature]  
Mayor - Village of Depew, N.Y.

The foregoing police contract, which was made effective June 1, 2000 through May 31, 2004 has been negotiated by the following member of the PBA who hereto affixed their signatures.

Bernard Favre

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[Signature]

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Anthony Manna

\_\_\_\_\_

Karl Ciccaro

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