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AGREEMENT BETWEEN THE  
VILLAGE OF EAST AURORA

EAST AURORA QUAKER CLUB POLICE BENEVOLENT

ASSOCIATION

COVERING THE PERIOD

JUNE 1, 2008 THROUGH MAY 31, 2013

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## AGREEMENT

This Agreement made and entered into this 10<sup>th</sup> day of October, 2008 shall be between the VILLAGE OF EAST AURORA, hereinafter called the "Village" and the EAST AURORA QUAKER CLUB POLICE BENEVOLENT ASSOCIATION, hereinafter called the "PBA".

### LEGISLATIVE REQUIREMENT

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.

### APPLICABLE LAW

This Agreement has been negotiated pursuant to the provisions of the Public Employees' Fair Employment Act and is governed by the provisions of the law of the State of New York, the laws of the United States and non-conflicting local laws and ordinances of the Village.

## ARTICLE I

### RECOGNITION

The Village recognizes the PBA as the sole and exclusive representative and bargaining agent for all police officers in the negotiating unit as defined by NYS Public Employment Relations Board certification of Representative dated February 10, 1982. During the term of agreement, the Village will not negotiate with any other organization on behalf of Police Officers other than the PBA.

## ARTICLE II

### AGENCY SHOP

Section 1 - The PBA having been recognized or certified as the exclusive representative of police officers within the negotiating unit, shall be entitled to have deductions made from the wage or salary of members of said bargaining unit who are not members of PBA in an amount equivalent to the dues levied by PBA for the purpose of negotiating and administrating the provisions of this Agreement. The Village shall make such deductions and transmit the sum so deducted to the Treasurer of the East Aurora Quaker Club Police Benevolent Association, 571 Main Street, East Aurora, New York 14052.

Section 2 - A police officer wishing to withdraw his membership from the PBA shall notify the Village Clerk-Treasurer in writing at least seven (7) days prior to effective date that his said Association membership is to cease. The Village shall send a copy of any such written notice to the PBA President upon receipt of the same.

Section 3 - The PBA shall indemnify and save the Village harmless against any and all claims, demands, suits, or other forms of liability that may arise by reason of action taken or not taken by the Village for the purpose of complying with any of the foregoing provisions of this section.

### ARTICLE III

#### MANAGEMENT RIGHTS

The Village has the exclusive right to manage its affairs; to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement or best interests. Such management prerogatives shall include but not be limited to the following rights:

- a) To select, hire, promote, transfer, assign, discharge, discipline or lay off police officers or discontinue their positions, except that police officers who have completed twelve months' service shall be discharged or otherwise be disciplined only for just cause and any such police officer, except supervisors, who is not entitled to a hearing under Section 75 of the Civil Service Law shall have the right to grieve such a discharge or disciplinary action under the Contract Grievance procedure. Failure to present such a grievance as provided herein shall result in a waiver of all rights involved.
- b) To maintain discipline and efficiency of employees.
- c) To determine schedules of work including overtime. If overtime scheduling would produce more efficient operation of the Police Department in the opinion of the Chief of Police, any overtime so scheduled shall be paid for as provided in Section 4 of Article XX of this Agreement.
- d) To contract for the performance of any of its services and increase or decrease the scope thereof.
- e) To install or remove equipment.
- a) To establish and maintain reasonable operating rules and regulations.

It is agreed that no conduct or action of the Village hereunder shall be inconsistent with any provisions of this Agreement or the Civil Service Laws and Rules issued there under.

### ARTICLE IV

#### PROHIBITION AGAINST STRIKES

Neither the PBA or its agents or any employee(s) for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the Village.

## ARTICLE V

### PBA REPRESENTATION

Section 1 - Police officers who are designated by the PBA as its representatives for the purpose of adjusting grievances or assisting in negotiating or administering this or future agreements, shall be permitted reasonable time from their duties to fulfill these obligations. Reasonable advance notice shall be given to the head of the department or his representative of such absence.

Section 2 - Representatives of the PBA shall be allowed to visit police officers on the job so long as the visitation does not interrupt the operation of the police department.

## ARTICLE VI

### BULLETIN BOARD

It is agreed that the PBA may use one official bulletin board in police headquarters provided by the Village for the purpose of posting PBA notices to members, which notices shall be clearly identified.

## ARTICLE VII

### SAVINGS CLAUSE

Section 1- If any section, subsection, 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.

Section 2 - The parties further agree to meet within thirty (30) days to renegotiate the subject matter of any such negated section or clause. Failure to reach agreement in connection with renegotiating said subject matter shall not affect the validity of the remaining portions of this Agreement.

## ARTICLE VIII

### DISCRIMINATION

The parties to this Agreement agree there will be no discrimination with respect to race, color, creed, age, 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 age, race, color, creed, sex, political persuasion or involvement in PBA activities or collective bargaining negotiations.

## ARTICLE IX

## ENTIRE AGREEMENT

The parties agree that this Agreement or any of the provisions contained in this Agreement may only be amended in writing and executed by the Village of East Aurora and the PBA.

### ARTICLE X

#### POLICE TRAINING COURSES

##### Section 1 - Available Police Training

In order that as many police officers as possible participate in professional, educational and training courses, the Village, when possible, agrees to post on bulletin boards at Police Headquarters, 10 day advance notice of the availability of such courses which are either compulsory for a segment of staff as prerequisites to promotion or improved assignment, or may be optional for the purpose of improving the performance of police officers. Eligible police officers shall have the opportunity to request permission to attend such schools. Final selection will be made by the Chief of Police.

##### Section 2 - Educational Courses

The cost of all courses sponsored by the Sheriff s Department, the FBI and the State Police and other institutions or agencies sponsoring police training will be paid for by the Village, provided attendance is given prior approval by the Chief of Police.

##### Section 3 - Union Conferences

The PBA President or his designee may attend state-wide conventions and meetings of the New York State Police Conference and the` Western New York Police Association, Inc. Conference, without loss of pay or time, with a limit of no more than twelve (12) working days, per annum, to be allowed for such conventions and meetings.

Section 4 - If a police officer is required by the Chief of Police to attend any educational program for training purposes, he shall receive full pay at the appropriate rate while attending such training.

Section 5 - If a police officer is required by the Chief of Police to attend range duty at a time other than during his regularly scheduled shift, he shall receive full pay at the appropriate rate.

### ARTICLE XI

#### INSURANCES

##### Section 1 - False Arrest Insurance

The Village will provide False Arrest and False Imprisonment Insurance protection for each police officer at its expense for all on-duty arrests and for off duty arrests within the Town of Aurora, provided insurance protection can legally be provided by the Village.

## Section 2 - Health Insurance

For police officers hired prior to December 5, 2006, the Village agrees to provide and pay the full cost of the following HMOs at the option of the officer:

Community Blue Option II, with \$5/\$20/\$40 co-pays.

Univera Health Care Plan Preferred, with \$5/\$15/\$35 co-pays.

Independent Health Silver Plan, with \$5/\$15/\$30 co-pays.

Police officers shall not be reimbursed for co-payments for prescription drugs that exceed plan co-pays (this does not include co-payments that exceed plan co-pays that were incurred prior to December 5, 2006).

Police officers hired on or after December 5, 2006, will contribute fifteen percent (15%) toward the premium of health insurance selected by the police officer from the three plans offered above.

Police officers shall not be entitled to Blue Cross and Blue Shield Select 66/61 insurance coverage, except in the case of an unusual need for such coverage. Such unusual need must be agreed to, in writing, by both the Village and the Association. In such event, the Village will provide such coverage to the Officer at the Village's cost, except that the Officer shall pay fifteen percent (15%) of the cost of the coverage.

The parties agree, in the future, to continue to explore health care options including the Empire Plan.

## Section 3 - Waiver of Health Insurance:

During the annual enrollment period, an officer who is eligible for coverage, at his/her option, may waive health insurance coverage and receive fifty percent (50%) of the premium value of the officer's health insurance plan less contribution. The officer will receive quarterly cash payments (taxable) during each year that the officer waives coverage. The officer (and his/her eligible dependents) must have other health insurance to be able to elect this option. The officer can change his/her election only during the open enrollment period which is the month of October of each year.

## Section 4 - Dental Insurance

The Village agrees to provide the CSEA Dutchess Dental Insurance Plan for all police officers. The Village shall pay the full premium costs for single and family coverage.

## Section 5 - Life Insurance

Effective June 1, 1991, the Village will provide and pay premium costs for a \$20,000 group term life insurance policy for each member.



## Section 6 - Disability Benefits Insurance

The Village agrees to provide "disability benefits" insurance for police officers covered by this Agreement in accordance with the provisions of Article 9 of the New York State Workers Compensation Law providing benefits to such employees eligible therefore by reason of disability resulting from injury or sickness not arising out of and in the course of employment by the Village, provided the police officers covered by this Agreement contribute the employee's share of the cost of such disability benefits insurance in accordance with the provisions of Article 9 of the Workers Compensation Law; and the PBA agrees that the police officers covered by this Agreement will so contribute to the cost of providing such disability benefits insurance during the term of this Agreement.

## Section 7 - Vision Care Insurance

The Village agrees to provide and pay the full premium cost of the CSEA Platinum 12 Vision Plan, with occupational rider, for all full time employees covered by this Agreement.

# ARTICLE XII

## LEAVE

### Section 1 - PBA Time

The Duty Officer shall allow any one (1) member of the three (3) Police Officer Negotiating Committee necessary time off during a tour of duty to conduct necessary PBA business with the Village Board or its agents.

### Section 2a - Personal Leave

Each officer shall be entitled to six (6) personal leave days each year. Personal leave shall be granted provided he gives at least forty-eight (48) hours notice to the Chief of Police, except in the case of emergency, and also provided that his absence will not seriously hamper or impede the necessary work of the department. Personal leave days may not be accumulated from year to year.

### Section 2b - Compensatory Time

In lieu of overtime compensation, employees may elect to receive compensatory time (as defined in the Fair Labor Standards Act) for overtime hours worked. Employees may accumulate compensatory time to a maximum of 24 hours. In no case will compensatory time off be granted in increments of less than two (2) hour intervals. Compensatory time off may be taken at the employee's request within a reasonable period after making the request so long as the use of compensatory time does not unduly disrupt the operations of the Police Department as determined by the Chief of Police. In making his/her determination, the Chief of Police will consider such factors as minimal staffing levels, anticipated peak workloads, emergency circumstances, the availability of substitute staff, and other relevant factors that may exist. Neither personal leave nor vacation will be substituted in the event a compensatory time request is denied.

Denial of a compensation time request by the Chief of Police shall not be grievable. All unused compensation time accumulated at the end of the Village's fiscal year shall be paid to the member at the overtime rate of pay then existing.

An employee may continue to replenish his/her compensatory time for time used throughout the year provided he/she does not surpass the 24 hour maximum.

#### Section 3a - Sick Leave

Each police officer shall be entitled to sick leave with full pay at the rate of seventeen (17) working days per year from date of hire. After the accumulated sick leave has been exhausted; a police officer shall be entitled to an additional sixty (60) days sick leave at half pay which is not cumulative.

Section 3b - Any police officer on compensated sick leave under this provision, shall not engage in non-Village employment, contracted work or self-employment during such period of benefit.

Section 3c - The Village reserves the right to verify (after 5 consecutive days) sick leave absences by personal visit to the employee, by a representative of the Village and/or require a written Doctor's excuse.

Section 3d - An officer with eight (8) or more instances of sickness in any given fiscal year may be required to provide a doctor's certificate from a duly licensed doctor attesting to his sickness.

Section 3e - It shall be the responsibility of all employees utilizing sick leave to provide the Village with the nature and type of illness and the employee's best estimation of the duration of sick leave.

Section 3f - Any police officer can use up to three (3) sick leave days as family sickness provided the Village has the right to verify in accordance with Section 3c herein.

#### Section 3g - Health Benefits Continuation

The Village agrees to provide continuation of health care benefits to members in the event an officer is injured in the performance of his duties or who is taken sick as a result of the performance of his duties within the meaning of Section 207-C(I) of the General Municipal Law.

#### Section 3h - Sick Leave Conversion upon Retirement

For officers hired prior to December 5, 2006:

Each officer with twenty (20) or more years of service including at least fifteen (15) years of service with the Village of East Aurora Police Department shall be entitled to convert up to one hundred twenty-five (125) accumulated sick days to cash upon retirement or leaving of employment. For each year of service beyond twenty (20) years, such officer may convert an additional ten (10) days of accumulated sick days.

An officer who retires with an accidental disability or performance of duty retirement may convert to cash up to one hundred twenty-five (125) accumulated sick days without requirement that he complete twenty (20) years of service and without requirement that at least fifteen (15) of those years be with the East Aurora Police Department.

For officers hired on or after December 5, 2006, the following applies:

Each officer with twenty (20) or more years of service including at least fifteen (15) with the Village of East Aurora Police Department shall be entitled to convert up to one hundred twenty-five (125) accumulated sick days to cash upon retirement or leaving of employment. For each year of service beyond twenty (20) years, such officer may convert an additional ten (10) days of accumulated sick days. An officer hired after December 5, 2006 must use his/her first one hundred sixty-five (165) days of accumulated sick leave toward credited service with the NYS Police and Fire Retirement System (Section 341-j) allowance. Days in excess of one hundred sixty-five may be converted to cash.

#### Section 4 - Bereavement Leave

A police officer will be entitled to bereavement leave upon the death of a member of his immediate family, upon his request, and will be granted time off without loss of pay or other benefits for four (4) working days immediately following the death of the family member. Additional time off for this reason may be taken with the approval of the Chief of Police and deducted from the police officer's vacation leave. Immediate family will include wife, husband, child, mother, mother-in-law, father, father-in-law, brother, sister, grandparents, step-child, step-mother, step-father, step-brother, step-sister, or other relatives residing in the police officer's household.

A police officer will be entitled to one (1) day off without loss of pay or other benefits in the event of death of his brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, step brother-in-law, or step sister-in-law.

### ARTICLE XIII

#### RETIREMENT BENEFITS

Section 1 - The Village agrees to provide and maintain a non-contributory retirement plan for police officers pursuant to Section 375-I of the New York State Retirement and Social Security Law.

Section 2 - The Village shall provide the option for police officers to elect the non-contributory 20 year Retirement Plan pursuant to 384-d of the Retirement and Social Security Law. Effective May 31, 2005, the Village agrees to provide and maintain retirement benefits under Section 384-e of the New York State Policemen's and Firemen's Retirement Law.

Section 3 - The Village agrees to provide and pay the full cost of medical and health insurance coverage for all police officers covered by this Agreement after their retirement from the Village for a period of ten (10) years as members of the same medical and health insurance

plan provided for active Village employees. The ten (10) years of Village paid coverage above shall be extended by one year for each year of Village service beyond ten (10) years. This extended period of coverage will not be available if an officer or his spouse has available comparable paid health insurance coverage from any source other than the Village (other coverage does not mean eligible for government programs such as Medicaid)

Notwithstanding the foregoing, an officer who is hired on or after May 31, 2000, who thereafter retires and who is otherwise eligible for medical and health insurance shall contribute the sum of \$7.50 per month for individual coverage or the sum of \$15.00 per month for family coverage.

The above obligations, however, shall cease upon a member reaching the age of 65. A police officer shall have the duty to demonstrate to the Village in written form that comparable coverage is not available.

Any dispute as to what constitutes "comparable" coverage shall be referred to a mutually acceptable impartial arbitrator for basic determination or adjustments, as the case may be.

In the event alternative health coverage contemplated in this section shall end within the coverage period, a member shall be entitled to Village coverage for the period remaining.

In the event a police officer is required to retire from Village employment by reason of illness or disability before attaining fifty-five (55) years of age, the Village agrees to consider the providing of such medical and health insurance coverage for the disabled, retired police officer after review of the circumstances causing such illness or disability.

Section 4 - The Village agrees that a police officer covered by this Agreement who retires from Village employment shall be covered under a Village Group. Life Insurance Plan for life insurance coverage in the amount of Fifteen Thousand (\$15,000.00) Dollars, fully paid for by the Village for the rest of such retired police officer's life.

#### Section 5 - Deferred Compensation Conversion

Members shall be permitted, at their option, to convert up to ten (10) sick leave days per year according to the following schedule:

0 sick days used	up to 10 days deferred
1 or 2 sick days used	up to 7 days deferred
3 sick days used	up to 5 days deferred
4 or more sick days used	up to 4 days deferred

Members shall also be permitted, at their option, to convert up to five (5) vacation days per year (of prior year's sick or vacation leave) into an authorized deferred compensation program. The Village shall make such payment to the deferred compensation program on or about June 1 of each year (at the start of the Village's fiscal year), upon receipt of appropriate advance written notice (no later than March 1) from the members.

In addition, members are entitled to convert any overtime pay, holiday pay, or accumulated compensatory time (to the extent permitted in accordance with Article XII, Section 2b) to the deferred compensation program upon receipt of appropriate advance written notice from the members.

The Village agrees to provide an accounting mechanism through itself or an authorized agency to provide members with an accounting of each member's deferred compensation account on an annual basis. The Village and PBA agree to examine the possibility of expanding the number of plans and companies authorized to accept deferred compensation contributions from members.

Section 6 - The Village shall maintain Retirement Benefit 341- j, allowance for unused Sick Leave Plan.

## ARTICLE XIV

### SENIORITY

Subject to the provisions of Subdivision 7 of Section 85 of the New York State Civil Service Law, in the event of a layoff, appointment date and position on the Civil Service List shall be the means of determining the police officer or police officers to be laid off, starting with the last appointee first. The police officers will acquire seniority upon appointment to permanent status dating to date of appointment as a police officer. Seniority will be broken if a police officer leaves active service for any other reason except sick leave, military leave, authorized leave of absence or reduction of the number of police officers by the Village for budget purposes, provided such police officers are recalled to active duty within four (4) years.

## ARTICLE XV

### WORK SCHEDULE

The Chief of Police will establish a working schedule. A tour of duty will consist of four (4) shifts and special assignment as may be required. The shifts will approximate the following schedule

Shift No. 1	11:00 PM	to	7:00 AM
Shift No. 2	7:00 AM	to	3:00 PM
Shift No. 3	3:00 PM	to	11:00 PM
Shift No. 4	7:00 PM	to	3:00 AM

Police officers shall be assigned to a steady shift or platoon with the right of each police officer to choose his tour of duty based upon seniority. A steady 7:00 p.m. to 3:00 a.m. shift shall be available for bid when in the discretion of the Chief of Police manpower permits. Shifts shall be bid every three (3) months. Relief shifts shall be posted for bid. In the event no one bids a relief shift, it shall be manned by the least senior officer. Members assigned to the "relief

shift" shall not have their pass days split to avoid payment of overtime and shall receive at least three (3) days notice prior to switching a shift.

A day shift relief officer can work the 3:00 PM to 11:00 PM shift but not the 11:00 PM to 7:00 AM shift. A midnight shift relief officer can work days but cannot work doubles. An afternoon shift relief officer can work midnights, but no doubles.

The Chief of Police may, in an emergency situation or for the good of the Police Department, change assignments and/or work schedules without adhering to the above provisions of this Article.

The parties agree to discuss and consider alternative work schedules. Any discussions regarding the same shall be at mutually agreed time(s). Any agreement reached shall be incorporated within the successor collective bargaining agreement.

## ARTICLE XVI

### PROBATIONARY PERIOD

New police officers shall remain probationary and shall not become regular police officers until after completion of twelve (12) months of service from the date of last hiring. The employment of probationary police officers may be terminated without notice at the discretion of the Village, without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the police officers shall acquire seniority status from the date of said probationary hiring.

## ARTICLE XVII

### HOLIDAYS

Section 1 - Each police officer shall be paid the value of thirteen (13) working days at his salary rate in effect for the agreement year during which the holidays occurred, in a lump sum payment to be made on the first regular payroll day in June following the contract year for the following holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and two (2) Floating Holiday(s). Floating Holiday(s) shall be selected by the police officer with approval of the Chief of Police.

This provision will eliminate compensatory time off for police officers who work on any of the above-named holidays.

If a police officer's service with the Village is terminated, he will receive a lump sum payment equal to the holidays which have occurred from June 1 through the last date of employment. This lump sum payment will be made at the time the final salary payment is made at the rate in effect during the agreement year during which the holidays occurred.

Section 2 - At the beginning of each fiscal year (June 1) a police officer may elect to take up to thirteen (13) holidays off per year (including floating holidays) and be paid in cash for the remaining holidays pursuant to Section 1 hereto provided that:

- a) such time off in the opinion of the Chief of Police does not seriously hamper or impede the necessary work of the department; and/or
- b) such time off does not result in overtime pay.
- c) no more than five (5) holidays may be taken during prime time. Prime time is considered the last day of the school year to the first day of the next school year.

In the event any officer electing to take the thirteen (13) days off is not able to do so, he shall be paid in cash as provided in Section 1 of this Article.

## ARTICLE XVIII

### VACATIONS

Section 1- All vacation must be used within the periods covered by this contract, except that with the written permission of the Chief of Police, a maximum of TEN (10) days vacation can be carried over to the following year.

Section 2 - Effective June 1, 2000 officers will be allowed the following vacations:

After one (1) year of service	Ten (10) days vacation
After two (2) years of service	Twelve (12) days vacation
After three (3) years of service	Fourteen (14) days vacation
After four (4) years of service	Fifteen (15) days vacation
After five (5) years of service	Sixteen (16) days vacation
After six (6) years of service	Seventeen (17) days vacation
After seven (7) years of service	Seventeen (17) days vacation
After eight (8) years of service	Eighteen (18) days vacation
After nine (9) years of service	Nineteen (19) days vacation
After ten (10) years of service	Twenty (20) days vacation
After eleven (11) years of service	Twenty (20) days vacation
After twelve (12) years of service	Twenty-two (22) days vacation
After thirteen (13) years of service	Twenty-three (23) days vacation
After fourteen (14) years of service	Twenty-four (24) days vacation
After fifteen (15) years of service	Twenty-five (25) days vacation
After sixteen (16) years of service	Twenty-six (26) days vacation
After seventeen (17) years of service	Twenty-seven (27) days vacation
After eighteen (18) years of service	Twenty-eight (28) days vacation
After nineteen (19) years of service	Twenty-nine (29) days vacation
After twenty (20) years of service	Thirty (30) days vacation
After twenty-five (25) years of service	One additional day for each subsequent year of service.

Section 3 - No police officer can take more than ten (10) working days of his vacation during "Prime Time" which means the period of time between closing of school for the summer vacation and the day school opens for the fall session.

Section 4 - Vacations will be taken on a seniority basis and a vacation request sheet will be posted not later than February 1 and the Prime Time vacation list shall be completed by April 1, or within one (1) week after the bidding for such Prime Time vacation is completed. Notice of the said Prime Time vacation list shall be posted immediately upon its completion. Requests for vacation other than Prime Time vacation submitted after the foregoing bidding procedure is completed will be granted on a first-come, first-granted basis without regard to seniority.

All police officers making such requests for other than Prime Time vacation will be notified by the Chief of Police within one (1) week of the quarterly bid whether the vacation bids are accepted or denied. No police officer's request for vacation will be unnecessarily denied by the Chief of Police if such request is made more than three (3) days in advance of the date requested off.

Section 5 - Each police officer at the time of retirement, termination or discharge, shall be paid the monetary value of any unused vacation. In the event of death, the value of such vacation shall be paid to his estate.

## ARTICLE XIX UNIFORM ALLOWANCE

Each police officer shall receive a uniform allowance for purchase and maintenance of his clothing and equipment (including black shoes to be worn on duty) in an amount of:

Effective June 1, 2008 each police officer will receive \$1,450.00 per year. Effective June 1, 2009 each police officer will receive \$1,550.00 per year. Effective June 1, 2010 each police officer will receive \$1,650.00 per year. Effective June 1, 2011 each police officer will receive \$1,750.00 per year. Effective June 1, 2012 each police officer will receive \$1,850.00 per year.

A newly hired police officer who has not completed his probationary twelve (12) month period shall receive \$150.00 initial clothing allowance to be paid in a lump sum at time of employment. Upon completion of twelve (12) months of service, he/she will receive the above clothing allowance in the manner prescribed below.

If there is a major change in uniforms, the cost of replacement will be paid for by the Village and will not be deducted from the annual uniform allowance provided to each member.

The above described uniform allowance will be paid in lump sums of one-half (1/2) the amount due in June of each year and the other one-half (1/2) in December of each year.

Clothing destroyed or damaged in the course of police duty (other than normal wear and tear) will be replaced by the Village upon approval of the Chief of Police.



When a police officer separates from service with the Village, said uniform allowance will be prorated and any excess payment deducted from the police officer's final pay check.

## ARTICLE XX

### INCENTIVE PAY

#### Section 1 - Academic Incentive Pay

For all officers hired on or after December 5, 2006, Academic Incentive Pay shall be eliminated.

For officers hired prior to December 5, 2006, the following shall apply:

In order to encourage professionalism of the law enforcement function and to recruit competent and professional personnel, the Village recognizes the need for education by agreeing that police officers who have earned and are possessed of an Associate Degree in related Criminal Justice from an accredited institution of higher learning shall receive, in addition to all salary and benefits herein, academic pay equal to 2.5% of his annual salary and if a police officer earns or possesses a Baccalaureate Degree in related Criminal Justice from an accredited institution, he shall receive an additional 2.5% of his salary, or a total of 5%.

Current employees as of June 1, 1986 who hold degrees shall not be affected by this provision.

Any police officer currently receiving academic incentive pay or who has completed or enrolled in non-police science studies prior to June 1, 1982 will be eligible for the Academic Incentive benefit upon the award of the appropriate degrees.

Incentive pay shall be paid in lump sum, one-half (1/2) in March of each year and one-half in August of each year.

#### Section 2 - Court Pay

Police officers who are required to appear in Court, or before a Grand Jury or any regulatory agency shall be paid for such appearance and duty at the rate of time and half for time spent. Each officer shall receive for each appearance or a period of non-shift duty a minimum for two (2) hours pay at the rate of time and a half for appearances in courts of local jurisdiction and a minimum for four (4) hours pay at the rate of time and half for appearances outside of courts of local jurisdiction.

If any officer is not given twenty-four hours advance notice of cancellation, he/she will receive the minimum court pay time for the jurisdiction he/she was scheduled for.

#### Section 3 - Private Motor Vehicles

When a police officer's personal car is used by him for official authorized police business (schools, Motor Vehicle Department hearings, court appearances, etc.), that said police officer will be reimbursed by the Village for such official authorized business use at the then

current Village travel allowance rate per mile. Personal vehicles shall only be used when a police vehicle is not available.

#### Section 4a - Overtime Pay

Overtime pay shall be considered any time beyond a normal scheduled eight hour tour of duty or any time beyond a normal scheduled forty (40) hour work week.

#### Section 4b - Callout

Police Lieutenants and police officers who are called out to perform shift duty during what would otherwise be off duty time, shall be paid for two (2) hours or for actual time devoted to such extra shift duty, whichever is greater, and shall be paid therefore at the rate of 1 1/2 times the normal pay computed on an hourly basis.

The Village agrees that for the purposes of overtime assignment for other than special events and traffic control, all full-time police officers shall be given preference; that is to say, that full-time officers shall be called for overtime first before involving any part-time officers in overtime.

Overtime shall be paid at the rate of 1 1/2 times the normal pay and shall be paid in each pay period, if submitted on time.

It is agreed and understood that when required, police officers may be required to work overtime at the sole discretion of a superior officer and paid for said work in accordance with this section.

#### Section 4c - Holdover

In the event of a forced holdover, where a Police Officer from a shift is to be ordered to stay past his normal ending time, said holdover shall first be offered to the officers then working by seniority. If no officer accepts the holdover then the least senior officer can be compelled to stay. Seniority shall be based on department seniority.

#### Section 5 – Out of Title Work/Shift Differential

A police officer or lieutenant assigned as a detective shall receive additional compensation on the basis of \$2,500.00 per year during the period he is so assigned.

A \$.50/hour shift differential shall be paid to an officer working the midnight shift (11:00 PM to 7:00 AM) and a \$.25/hour shift differential shall be paid to an officer working the afternoon shift (3:00 PM to 11:00 PM) in addition to the officer's regular or overtime rate of pay for all hours worked. Shift differential shall only be calculated at a straight time rate even though an officer may be paid at the overtime rate for the shift.

### Section 6 - Field Training Officer Pay

An employee who is assigned to train one or more other employees shall receive field training officer pay. Any such officer shall be paid one (\$1.00) dollar per hour more for the duration of the assignment.

### Section 7 - K-9 Unit

A police officer assigned to the K-9 unit or a dog shall receive an annual stipend of \$2,500.00 payable in the first pay period following the start of the fiscal year (June 1 to May 31). The said stipend shall be in lieu of any other payment for the care, grooming and the feeding of the officer's dog. Veterinarian and related bills shall be paid by the Village. The said stipend shall not be added to the base pay nor be used for purposes of calculating the officer's regular hourly rate and/or overtime rate of pay.

### Section 8 - Dare/Juvenile Officer

An employee assigned as a Dare Officer shall receive an annual stipend of \$250.00 per fiscal year. The said stipend shall not be added to the officer's base pay therein not increasing the officer's hourly or overtime rates.

### Section 9 - Range Officer

An employee assigned as a Range Officer shall receive an annual stipend of \$250.00 per fiscal year. The said stipend shall not be added to the officer's base pay therein not increasing the officer's hourly or overtime rates.

## ARTICLE XXI

### LONGEVITY PAY

Longevity payments shall be made as follows for continuous service as police officers with the Village of East Aurora:

After five (5) years of continuous service	\$ 900
After ten (10) years of continuous service	\$1,200
After fifteen (15) years of continuous service	\$1,500
After twenty (20) years of continuous service	\$2,000
After twenty-five (25) years of continuous service	\$2,500

If a police officer's 5, 10, 15, 20 or 25 years of continuous service from date of hire occurs during the period covered by this Agreement, he shall, receive the longevity increment commencing June 1<sup>st</sup> of the Fiscal Year (June 1<sup>st</sup> to May 31<sup>st</sup>) during which date of hire occurs.

The above longevity pay shall not be included with base pay for purposes of overtime rate compensation. Longevity pay shall be paid on the payroll closest to November 1 each year with normal payroll deductions. An officer may elect to have the payment made into the Deferred Compensation Plan.

## ARTICLE XXII

### GRIEVANCE PROCEDURE

Section 1 - A "grievance" shall mean any difference or dispute between the parties of this Agreement of those police officers to whom it is applicable as to the interpretation or application of this Agreement as it relates to wages, hours and other terms and conditions of employment, agreed to herein.

Section 2 - A police officer may be represented at all steps of this grievance procedure by the PBA, legal counsel or both. All grievance meetings shall be mutually agreed upon and scheduled by both parties.

Section 3 - The PBA Grievance Committee shall consist of four (4) members of the association; namely - President, Vice-President, Secretary, Treasurer and one (1) lieutenant.

One (1) committee member shall be permitted to leave duty with no loss of wages after due notice to his supervisor and for the purpose of adjusting a grievance at steps 1 and/or 2.

Two (2) committee members shall be permitted to leave duty with no loss of wages after due notice to his supervisor and for the purpose of adjusting a grievance at steps 3, 4 and/or 5.

Should any police officer be aggrieved by determination as provided for in this article, application may be made for judicial review as provided by law.

The following steps shall be followed in adjusting grievances:

STEP 1 - Any police officer believing he may have a grievance may present such grievance, either orally or in writing, to his immediate supervisor for the purpose of attempting to adjust the grievance.

STEP 2 - If the grievance is not satisfactorily settled under Step 1 above, the PBA representative may forward the grievance to the PBA's Grievance Committee. After review of the grievance, the PBA will forward a copy of the grievance to the Chief of Police within five (5) calendar days of receipt by the Grievance Committee. The Chief of Police will, within five (5) calendar days of presentation to him, discuss the matter with the PBA Grievance Committee in an attempt to satisfactorily settle the grievance.

STEP 3 - Should this discussion fail to produce a satisfactory settlement within five (5) calendar days, then a written report of the dispute will be made by the PBA Grievance Committee and the Chief of Police and it will be forwarded within five (5) calendar days to the Village Administrator or his representative or representatives. The Village Administrator or his represent-ative or representatives will discuss the grievance with the PBA Grievance Committee within fifteen (15) calendar days of receipt of the original report.

STEP 4 - In the event the dispute is not satisfactorily settled within this period, either party can take the grievance to arbitration, upon service of written notice to the other party of its

intention to do so. This notice shall be served within thirty (30) calendar days after the close of discussion. In the event neither party files such notice, the matter will be considered closed and not subject to further appeal.

STEP 5 - ARBITRATION - The parties agree that when a grievance is moved to the point of arbitration, the parties will utilize the New York State Public Employment Relations Board to resolve the grievance. All costs involved in the arbitration of a grievance shall be borne equally between parties and decisions rendered shall be final and binding on the parties and on the police officer(s) who is affected. The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement.

ARTICLE XXIII

DISCIPLINARY PROCEDURE

If a police officer is to be suspended or disciplined for any violation of Departmental Rules, whenever practicable, he will be called before the Chief of Police and informed of said violation before said action is enforced.

No record or reference to a complaint, either departmental or external, lodged against a police officer shall be entered into his personal record if, after investigation, such complaint is decided by the Village Board to be unfounded:

After a period of three (3) years, a review of any disciplinary action entered in a police officer's record may be removed from said record after a review by representatives of the Village and the PBA

ARTICLE XXIV

SALARY SCHEDULE

Section 1 - All police officers shall be paid the following salaries for their services with the Village of East Aurora Police Department during the periods indicated:

	<u>6/1/08-5/31/09</u>	<u>6/1/09-5/31/010</u>	<u>6/1/010-5/31/011</u>
1) Police officers with less than one year of police experience during their first year of service.	\$52,541	\$54,118	\$55,741
2) Police officers on the first anniversary of their most recent date of employment.	\$55,827	\$57,502	\$59,227
3) Police officers on the second anniversary of their most recent date of employment.	\$59,108	\$60,881	\$62,707
4) Police officers on the third anniversary of	\$62,394	\$64,266	\$66,194

their most recent date of employment.

5) Police officers on the fourth anniversary of their most recent date of employment.	\$65,675	\$67,645	\$69,674
6) Detective	\$69,583	\$71,670	\$73,820
7) Police Lieutenants	\$75,527	\$77,793	\$80,126

	<u>6/1/11-5/31/12</u>	<u>6/1/12-5/31/13</u>
1) Police officers with less than one year of police experience during their first year of service	\$57,413	\$59,136
2) Police officers on the first anniversary of their most recent date of employment.	\$61,004	\$62,834
3) Police officers on the second anniversary of their most recent date of employment.	\$64,588	\$66,526
4) Police officers on the third anniversary of their most recent date of employment.	\$68,180	\$70,225
5) Police officers on the fourth anniversary of their most recent date of employment.	\$71,765	\$73,918
6) Detective	\$76,035	\$78,316
7) Police Lieutenants	\$82,530	\$85,006

Section 2 - The Village may employ new police officers with prior experience at a level other than the first step. In such cases, the police officer will advance to the next salary step following one year of service and each consecutive year after that.

Section 3 - For the contract year June 1, 2003 thru May 31, 2004, police officers shall receive a lump sum payment of \$600. Detectives and lieutenants shall receive a lump sum payment of \$700. Payments shall be made on or before June 15, 2003.

## ARTICLE XXV

### LAYOFF AND RECALL

Section 1 - Lay off will be conducted according to Civil Service Law.

Section 2 - Call Back - Any laid off members of this bargaining unit shall be called back in order of seniority, which means that the most senior laid off employee shall be called back first; provided such recall occurs within two (2) years. All laid off police officers shall be called back by means of a certified letter. Failure of a laid off police officer to respond to a call back within fifteen (15) days shall be deemed a resignation by such police officer.

ARTICLE XXVI  
MISCELLANEOUS

Section 1 - Bid Sheets

Bid Sheets shall be posted every three (3) months.

Section 2 - Shift Commander Duties

The police officer designated as a Shift Commander will supervise the shift in accordance with the directives of the Chief of Police and/or his designated representative. The Shift Commander will have supervisory assistance available as required in accordance with Department regulations.

Shift Commander Pay

The police officer designated as shift commander shall be the senior scheduled officer. The police officer designated as shift commander will supervise the shift in accordance with the directives of the Chief of Police and/or his designated representative. The shift commander will have supervisory assistance available as required in accordance with Department regulations. The police officer designated as shift commander shall be paid for all hours worked at the lieutenant's rate of pay. He shall also be entitled to shift differential pay, pursuant to the terms of Article XX, Section 5. Shift Commander pay shall not be paid in the event of temporary absences during the shift of the scheduled commander.

Section 3 - Lieutenant Replacement Procedure

If a Lieutenant is scheduled off duty for any reason, the Shift Commander provision in Section 2, Article XXVI will apply. If a Lieutenant is scheduled to work but is unable to perform his duties prior to the shift, an off duty available Lieutenant will be called first to work the available shift. If no replacement is available, the provisions of Section 2, Article XXVI will apply.

Section 4 - Part-time Officers

The Village agrees not to employ or utilize part-time officers unless all full-time officers have first been afforded the opportunity to work overtime. Part-time officers may only be used for traffic control at the following events:

1. Toyfest Weekend
2. Roycrofters at Large Association Festival
3. Racing Days Weekend

Section 5 - Drug Testing

The Village and the Association agree to forego adopting and implementing a drug testing policy until such time as a drug problem arises within the Department. In such event, the Village and the Association agree to adopt and implement a drug testing program modeled upon

policies in effect in other western New York municipalities and acceptable to the parties to this agreement. When adopted the drug testing policy shall be attached to this agreement.

#### Section 6 - Residency

In the event a residency requirement be imposed in the future, all officers then employed shall be exempt from any said residency requirement.

### ARTICLE XXVII

#### GENDER

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees.

### ARTICLE XXVIII

#### SAFETY COMMITTEE

There shall be a Safety Committee during the term of this Agreement. The Safety Committee shall consist of two (2) representatives appointed by the PBA and two (2) representatives from the Village. Safety Committee Meetings shall not be held on working hours unless agreed to by the designated representatives on the Committee.

### ARTICLE XXIX

#### BILL OF RIGHTS

##### Section 1 - Purpose

The purpose of this Article is to establish guidelines to be followed by superior officers in the conduct of investigations arising from a member's conduct as a police officer.

##### Section 2 - Informing the Member

- a) The member shall be informed of the nature of the investigation before any interrogation begins.
- b) If it is known that the member is to be interrogated only as a witness, he shall be so informed at the initial notification to appear.
- c) If the member is under arrest, or is likely to be, (that is, if he is a suspect or the target of a criminal investigation), he shall be informed of his rights.

##### Section 3 - Conduct of Investigation

- a) The interrogation of a member shall be at a reasonable hour and of a reasonable duration.
- b) The interrogation shall take place at a location designated by the investigating officer.



- c) The member shall not be threatened with transfer, dismissal, or other punishment.,
- d) The complete interrogation shall be recorded, either mechanically or by a stenographer.
- e) If a member so requests, he shall be given the opportunity to consult with counsel before being questioned concerning a serious violation of the Department Rules, provided the interrogation would not be delayed unduly thereby: In such cases, the interrogation may not be postponed past 10:00 AM of the day following the notification of interrogation. Counsel, if available, and a representative of a line organization may be present during the interrogation.
- f) No police officer covered by this Agreement shall be ordered to submit to a polygraph test.

### ARTICLE XXX

#### LABOR MANAGEMENT COMMITTEE

The VILLAGE agrees with the ASSOCIATION in forming a labor-management committee comprised of representatives of the Village and Police Association to be used as a vehicle for ongoing relationships between labor and management. The purpose of this committee shall be to promote a good working relationship between labor and management, to further an understanding of our mutual goals and individual problems, and to provide an atmosphere which is conducive to same in dealing with non-contract issues (i.e. that the committee must be viewed as being "problem solving and productive" rather than as a body where labor and management simply air their grievances with each other).

### ARTICLE XXXI

#### TERM OF AGREEMENT

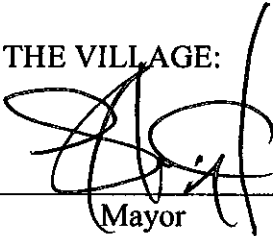
This Agreement shall be effective as of the first day of June 2008, and shall remain in full force and effect until the 31<sup>st</sup> of May 2013, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall then remain in full force and effect during the entire period of negotiations for a modification of this Agreement, and shall automatically be extended until such time as a new or modified agreement is approved by both parties, effective date of termination notwithstanding.

FOR THE VILLAGE:

FOR THE PBA:

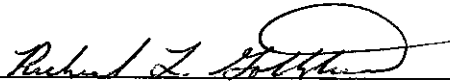
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FOR THE VILLAGE:



\_\_\_\_\_  
Mayor

FOR THE PBA:

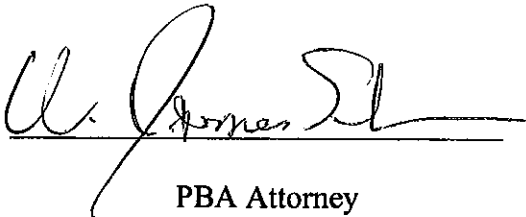


\_\_\_\_\_  
PBA President

APPROVED AS TO FORM:



\_\_\_\_\_  
Village Attorney



\_\_\_\_\_  
PBA Attorney