

COPY

HICKORY CLUB CONTRACT

January 1, 2008 - December 31, 2012

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Article 1: Introductory

1.1 PREAMBLE

This agreement, made and entered into this 1st day of January, 2010, by and between the CITY OF LOCKPORT, a political subdivision of the State of New York (hereinafter referred to as the "City"), and the HICKORY CLUB P.B.A. Inc. (hereinafter referred to as the "Hickory Club").

1.2 PURPOSE

The purpose of this Agreement is to enhance the material conditions of the Police officers covered hereunder; to promote their morale, well-being, and security; to promote the general efficiency of the City; and to eliminate as far as possible political considerations from hiring policy.

1.3 LEGISLATIVE REVIEW

It is agreed by 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.

Article 2: Recognition

2.1 RECOGNITION

The City recognizes the Hickory Club as the designated representative of Police officers for the purpose of collective negotiations with respect to wages, hours, and working conditions of employment. Police officers shall include all of the ranks set forth in Schedule "A" annexed hereto.

2.2 Discrimination on the Basis of Hickory Club Activity

There shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any member of the Hickory Club because of any activity permissible under state law and this agreement.

It is agreed that the City nor the Department will not discharge, suspend, discipline, or otherwise discriminate against any employee because the employee has filed a complaint, affidavit, grievance, or given information or testimony on a grievance.

Article 3: Union-Management Relations

3.1 NEGOTIATIONS

All collective negotiations with respect to wages, hours, working conditions, and other conditions of employment on behalf of member Police officers shall be conducted by authorized representatives of the City and authorized representatives of the Hickory Club.

3.2 TIME OF NEGOTIATIONS

Collective negotiations between the parties will be conducted during the regular business hours of the Municipal Building at a predetermined time. The City shall grant release time without loss of pay, sick leave, vacation or other benefits, and without the requirement to make up lost time to not more than two (2) members of the bargaining unit.

A renewal of this agreement will begin no later than the end of the first week of August in the year this Agreement expires.

3.3 VISITATION OF PREMISES

The City agrees, subject to obtaining permission from the Police Chief or Shift Supervisor, to permit representatives of the Hickory Club to enter the Police Department premises at any time for individual discussion of working conditions with Bargaining Unit Police officers, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the Police officer.

3.4 GRIEVANCE CONSULTATIONS

Any elected Hickory Club Executive Board member, or their designated representative, may be permitted time during regular working hours to handle grievances, providing arrangements satisfactory to the Chief of Police or Acting Chief of Police, are made in advance and provided no more than one (1) Executive Board member is involved at any one time.

3.5 RELEASE TIME

The City shall grant release time without loss of pay or time for the President and one (1) delegate from the Hickory Club to take four (4) days each to attend the annual PCNY Pre-Convention and the annual PCNY Convention.

The City shall grant release time without loss of pay or time for the President and one (1) delegate from the Hickory Club to take three (3) days each to attend regularly scheduled meetings of the PCNY.

The City shall grant release time without loss of pay or time for the President and one (1) delegate from the Hickory Club to take one (1) day each to attend regularly scheduled meetings of the Western New York Police Association.

The City shall grant release time without loss of pay or time for the President and one delegate from the Hickory Club to take seven (7) days each to attend the annual NAPO Convention.

The Hickory Club will provide the Chief of Police with ten (10) days advance notice of the dates of the above Conventions and/or meetings. The above days also include travel time to and from each event. The above time off will not count toward minimum manning.

If a member that is attending a PCNY or Western New York Police Association function is scheduled to work the midnight shift the day he/she returns from the function, that member may take the following day off by using one of the allotted days to attend the function.

Article 4: Safety and Health

4.1 DEFINITION

Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

4.2 SAFTEY COMPLAINT

Should a Police officer complain that his work requires him to be in a situation in violation of acceptable safety rules, the matter shall be adjusted as soon as possible by representatives of the City. If the matter is not adjusted satisfactorily, a grievance may be processed

4.3 SAFTEY SUGGESTIONS

Police officers may submit health or safety suggestions or recommendations to the Police Board in writing. Any such suggestions or recommendations will be reviewed at the next regular meeting of the Police Board.

4.4 SAFTEY BOARD

The parties agree there shall be a non binding Safety Board which shall meet at least quarterly or as agreed upon for the purpose of discussing topics of mutual concern to be comprised of the Police Chief or his representative as Chairman, one (1) Common Council member appointed annually by the Mayor and two (2) members of the Unit appointed annually by the President of the Hickory Club. Any member can request a special meeting of the committee by requesting same of the Police Chief, who will set up a meeting of the committee within 2 weeks of the date of the original request.

Article 5: Working Rules

5.1 PAST PRACTICE

Should a dispute arise in which the issue is neither specifically covered or conferred upon Police officers as a result of past practice, the parties shall discuss such issue on the basis of the cooperative spirit of this Agreement.

5.2 PROFESSIONALISM

The Hickory Club and the City consider themselves mutually responsible to improve the public service through creation of improved Police officer morale and efficiency. In this connection the parties shall encourage Police officers to conduct themselves on the job in a professional manner.

5.3 RESIDENCY (Revised 1-1-2008)

All sworn Police Officers working for the City of Lockport Police Department may reside anywhere within Niagara County. This will supersede any past City of Lockport resolutions including but not limited to section C-45 of the City of Lockport Code.

5.4 MAINTAINING MEDICAL STANDARDS—BODY WEIGHT

A Police officer, covered by this Agreement, shall keep his body weight consistent with his body size, bone structure, and age, as determined by accepted medical standards, so that he will perform his assigned duties effectively.

5.5 SAVINGS CLAUSE

The parties mutually agree that the rules governing the Police Department adopted by the Board of Police Commissioners should remain in full force and effect.

Article 6: Discipline and Discharge

The following disciplinary procedure shall replace Sections 75 and 76 of the Civil Service Law, and shall be used exclusively in lieu thereof.

6.1 METHODS OF DISCIPLINE (1-1-2008)

Disciplinary action shall be limited to the following actions:

1. Oral reprimand (with written confirmation)
2. Written reprimand
3. Suspension
4. Probation
5. Fine (as allowed by Civil Service Law)
6. Discharge

An employee shall not be subject to discipline except for just cause. Only the Chief of Police may suspend. The Chief may suspend for a period of no more than three days. A suspension in excess of three days shall be made by the Board of Police Commissioners.

6.2 NOTICE OF DISCIPLINE (1-1-2003)

Discipline must be commenced no later than the tenth (10th) day after the conduct occurred or the day the supervisor should have become aware of the conduct.

A written notice of disciplinary action must be given to the employee and a copy of said notice shall be provided to the President of the Hickory Club no later than 5 days after the employee was notified of the discipline.

6.3 EMPLOYEE RIGHTS (1-1-2003)

Prior to questioning an employee or requesting a statement from an employee concerning conduct which could reasonably lead to discipline, a supervisor must notify the employee that he is entitled to have a Hickory Club representative or legal counsel present during questioning.

An employee may waive his right to counsel and Hickory Club representation but only may do so in the presence of either his legal counsel or Hickory Club representative (Weingarten). Any statement made by an employee during a disciplinary interview shall not be used against the employee in any criminal proceedings (Garrity).

Prior to any questioning of any employee which could lead to discipline, the employee and a Hickory Club officer must sign a statement which states that the employee was explained the above rights.

6.4 OBJECTIONS TO DISCIPLINE (1-1-2003)

In the event that an employee is disciplined, he/she may grieve such discipline as provided in this Agreement (Grievance Procedure). Objection to said discipline shall commence as Chief of Police level.

6.5 RECORDS (1-1-2003)

If no cause for the discipline is found at any point, all references to discipline imposed by the City shall be removed from the employee's personnel file and either returned to the employee or destroyed, at the employee's option.

6.6 CITIZEN COMPLAINTS (1-1-2003)

Police officers who have complaints logged against them by citizens shall have the substance of the claim presented to them in writing. There shall not be any unsupported claims in the officer's personnel file.

Article 7: Bill of Rights

7.1 IDENTIFICATION OF INVESTIGATING OFFICERS

A Police officer who is under investigation for any departmental wrong-doing, excluding criminal activity, must be informed by the officer-in-charge of the investigation and the names of officers who will be conducting any interrogation.

7.2 INFORMATION REGARDING INVESTIGATION

A Police officer must be informed of the nature of investigation before any interrogation commences. The information must be sufficient to reasonably inform the Police officer of the nature of the investigation.

7.3 LENGTH OF INVESTIGATION

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

7.4 COERCION

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

7.5 RIGHT TO COUNCIL

A Police officer under investigation may have counsel or a representative of the Hickory Club present with him during any interrogation.

7.6 RECORDING OF INTERROGATION

Any interrogation of a Police officer, for a disciplinary violation, must be recorded either mechanically or by a stenographer, and there will be no "off the record" questions put to him.

7.7 FURNISHING COPIES

A Police officer under investigation will be furnished an exact copy of any statement he has signed.

7.8 POLYGRAPH

Police officers will not be required to submit a polygraphic examination for any reason.

7.9 NON-WAIVER OF CONSTITUTIONAL RIGHTS

No Police officer will be required or requested to waive any constitutional rights granted to him under the United States Constitution or the New York State Constitution for the purpose of departmental disciplinary proceedings.

Article 8: Grievance Procedure

8.1 DEFINITION

The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the provisions of this Agreement.

8.2 GRIEVANCE STEPS (Revised 1-1-2003)

1. Immediate Supervisor

Should any Police officer feel that his rights and privileges have been violated, he shall present the facts in writing to the Police officer's immediate supervisor no later than fifteen (15) calendar days from the date the alleged grievance occurred. Within fifteen (15) calendar days thereafter, the immediate supervisor shall submit the answer in writing to the aggrieved Police officer.

2. Police Chief

Should the aggrieved Police officer decide that the reply of the immediate supervisor is unsatisfactory, the aggrieved police officer shall within fifteen (15) calendar days submit the facts of the grievance in writing to the Chief of Police. The Chief of Police shall within fifteen (15) calendar days reply to the aggrieved police officer in writing giving his decision.

3. Labor/Management Committee

If the police officer is not satisfied with the Chief of Police's answer, the Hickory Club may within fifteen (15) calendar days after the receipt thereof, request that the matter be submitted to a committee consisting of two (2) representatives of the Hickory Club and two (2) representatives of the City, who shall meet and provide a recommendation within five (5) days after the Hickory Club's request and will provide an earnest effort to settle the submitted grievance.

The recommendations of the aforementioned committee will not be binding upon the City of Lockport or the Hickory Club, and will be without prejudice.

4. Arbitration

If not satisfied with the answer from the Chief of Police, or is not satisfied with the recommendation received by the Labor/Management Committee, or the Labor/Management Committee fails to provide a timely recommendation, the Hickory Club may, within fifteen (15) calendar days, serve a demand for arbitration upon the City. The demand for arbitration shall be in compliance with Section 207.4 of the Civil Service Law - Rules and Regulations. The parties agree to Voluntary Grievance Arbitration hereunder pursuant to the provisions of Part 207 of Chapter VII of the Rules and Regulations of the Civil Service Commission and Department of Civil Service. In accordance with the said Rules and Regulations, the Arbitrator shall issue his/her decision within thirty (30) days after the Arbitrator has declared the hearing closed. His/her decision shall be binding upon the parties. Expenses for the Arbitrator's services shall be borne by the City and the Hickory Club equally.

Article 9: Postings

9.1 POSTING OF ANNOUNCEMENTS

Announcements in addition to the posting of the semi-annual seniority list, shall be posted in conspicuous places where police officers enter or leave the premises. Parties to this agreement, who may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory, political, or inflammatory written material on such bulletin boards. There shall be an automatic exchange of copies of all materials posted by either party. The Hickory Club may maintain its own bulletin board for Club information only.

9.2 IN-SERVICE TRAINING

The City will notify police officers, by posting, of law enforcement, educational, and training opportunities, in order that police officers who are eligible and desire to attend such courses, may notify their superiors of their interest.

The opportunity to attend will be based upon qualifications, seniority, and the needs of the department, with the Chief of Police having sole and absolute discretion to determine who shall, if any, attend law enforcement, educational, and training opportunities.

9.3 NON-CIVIL SERVICE VACANCIES

When a vacancy exists in a non-competitive job classification or temporary assignment, notice of the existence of the vacancy will be conspicuously posted on a bulletin board in the police station for a period of ten (10) calendar days, and police officers of qualified rank may affix their name thereto, indicating desire to be considered for the filling of such vacancy.

Article 10: Seniority

10.1 PROBATIONARY PERIOD

New police officers shall remain probationary and shall not become regular police Officers until after the completion of a minimum of fifty-two (52) weeks of service. Upon satisfactory completion of the probationary period, the police officer shall acquire seniority status from the date of original employment.

10.2 DEPARTMENTAL SENIORITY DEFINITION

A police officer shall acquire seniority status upon the completion of their probationary period. Seniority shall be based entirely upon a police officer's uninterrupted service to the City Police Department from date of hire. Seniority shall be broken in the event a police officer leaves active service for any period of time, and for any reason other than authorized sick, military, or authorized leave-of-absence. Where more than one police officer is appointed on the same date, then the police officer's position on the Civil Service List will govern.

10.3 RANK

Seniority in rank shall be determined according to the date of promotion into that rank. In the event more than one promotion into rank is made on the same day, then position on the Civil Service List from which the police officer was promoted will govern.

10.4 SENIORITY and DETECTIVES

Seniority of Detectives shall be determined on a departmental basis from date of permanent hire.

10.5 SENIORITY LIST

An up-to-date seniority list, including all police officers in the department by rank and seniority, shall be posted.

10.6 LAY-OFF

In the event of a lay-off, the police officer's original permanent appointment date shall be the means of determining the police officers to be laid off, beginning with the last appointee first.

10.7 WORK ASSIGNMENTS

Work assignments in patrol cars shall be based on ability to perform the work required, including skill and efficiency, and on length of continuous service, at the discretion of the Chief of Police.

Article 11: Work Week/Work Day

11.1 PATROL DIVISION

A. Working Schedule and Working Hours

1. Patrol officers who are assigned the A, B, and C shifts shall work a 4-2 schedule. Meaning they will work four days on and two days off and the cycle shall continue. (1-1-2008)

2. The following shifts will apply for patrol officers:
 - A- Shift -- Midnight shift shall be 2300 hours to 0700 hours
 - B- Shift -- Day shift shall be 0700 hours to 1500 hours
 - C- Shift -- Afternoon shift shall be 1500 hours to 2300 hours
3. The Chief of Police shall determine the number of officers assigned to each shift.
4. All other officers not assigned to the 4-2 schedule will accumulate 6 PLD's in lieu of extra days worked. Including, but not limited to, the Detective Division and Support Services. (1-1-2008)
5. There will be training days and/or special assignments scheduled, without additional pay, for the members of the Lockport Police department working the 4/2 schedule. (see paragraph 4 below) (1-1-2008)
 - a) The Chief shall have the right to schedule training days/special assignments to all police officers working a 4/2 schedule as follows: (8hr blocks or 4hr Blocks)
 - b) The Chief of police will post assignments on the bulletin board for the entire year giving officers an opportunity to sign up for training and/or special assignments at their choosing on a first come first service basis.
 - c) If the Chief of Police orders officers to participate in certain training the Officers who are already scheduled off will not have to cancel their time off to attend training and will have to make up training at a later date.
 - d) The Hickory Club will "give back" 3 training days per year to the City of Lockport, as indicated below:
 - a. 2010—3 Training days
 - b. 2011—2 Training days
 - c. 2012---1 Training day
 - e) After December 31, 2012 the Hickory Club will no longer and forever not owe any training days to the City of Lockport.
6. Officers required too attend training and/or special assignments must fill out a training/special assignments slip for the time worked and submit training/special assignment slip to the Chiefs office to get credit for training and/or special assignments that the officer has worked. Officers will receive a monthly notice giving them the time worked and time owed. Once the officer has fulfilled his requirements for training under this Article said officer will then be paid time and one half for any further training required by the Lockport Police Department (1-1-2008)

B. Bidding for shifts

1. Each uniformed officer, assigned to the A, B, or C shifts may bid for shift choice, based on seniority.
2. By way of exception, the Police Chief may assign officers who have less than two years seniority to any shift that he deems appropriate.
3. Seniority shall be determined based upon date of appointment to the Lockport Police Department, except that supervisor's seniority shall be determined from date of promotion.

C. Time of Bidding

1. Bidding for A, B, and C shifts shall be made during November of each year. Assignment will be posted in the first week of December for the following year, which assignment will be effective January 1st. Bids will be made in writing and assignment will also be made in writing by the Police Chief.
2. After shift assignment, officers will not be allowed to indiscriminately change shifts. However, a request for shift change, between officers, will be accommodated if all seniority requirements regarding the patrol division are satisfied by posting the position at least ten (10) days prior to assignment.

D. Shift Vacancies

When a vacancy occurs within the patrol shifts, as a result of retirement, death, promotion or transfer, notice of vacancy will be posted, allowing officers an opportunity to request assignment to the vacant position, which will be filled based upon seniority, if the Police Chief decides to fill the vacancy. Notice of vacancy will be posted ten days prior to filling of the vacancy, during which time the Police Chief may fill the vacancy on a temporary basis.

E. Transfers

1. If an Officer requests a transfer from a specialized unit to A, B, or C shifts, the Officer being transferred from the specialized unit will be assigned to the shift from which his replacement came. Voluntary A, B, or C, shift transfers may be made to accommodate the transferred Officer, taking into account seniority requirements. If this can not be accomplished, the transferred Officer will be required to await the yearly bidding process to effect his seniority.
2. An officer will not be allowed to "Bump through the A, B, and C shifts at the time of his initial transfer.

F. Notice of Vacancy

All positions or vacancies within the bargaining unit, will be posted for ten days prior to the filling of the same.

11.2 K-9 DIVISION

K-9 Officer shall work a four-three work week, that is, each Officer shall be assigned to work four ten-hour days followed by three days off, and the cycle shall then be repeated.

11.3 ALL OTHERS

All other Officers shall work eight hours per day and their work week shall consist of an average of forty hours per week. The Chief of Police shall have full authority to set or change starting time and completion time within these parameters which shall be subject to any applicable provisions herein contained.

Article 12: Wages/Compensation

12.1 WAGES (1-1-2008)

Wages as set forth in Appendix A of the January 1, 2008 agreement shall be increased as follows:

January 1, 2008	2% (no retroactive pay)
January 1, 2009	2% (Total 4%)(2% 08 and 2% 09)
January 1, 2010	2%
July 1, 2010	2%
January 1, 2011	2%
July 1 2011	2%
January 1, 2012	2%
July 1, 2012	2%

12.2 DETECTIVE PAY (Revised 1-1-2008)

All patrolman assigned to the Detective Division (including Juvenile Aid Officers) are considered detectives and each will receive additional annual compensation of a sum equal to 4% of the base salary of a top paid patrolman as indicated on the salary schedule.

12.3 TRAFFIC CAPTIAN

The Captain of Traffic will receive additional annual compensation equal to 4.0% of the base salary of an officer of the same rank.

12.4 K-9, WARRANT OFFICER, SUPPORT SERVICE OFFICER and SRO (1-1-2008)

K-9, Warrant Officer, Support Service Officer and SRO shall receive additional annual compensation of a sum equal to 2% of the base salary of a top paid patrolman as indicated on salary schedule starting in 2009 and continuing every year thereafter

12.5 OUT OF GRADE PAY

Every police officer who works out-of-grade or in an acting position of higher rank shall Receive higher pay for such position immediately commencing with the first day worked in such position.

12.6 SHIFT DIFFERENTIAL (1-1-2003)

In addition to the regular rate of pay, Police Officers, K-9 officer, and Detectives working the following shifts shall be paid a shift premium as follows:

3:00PM to 11:00PM shift – thirty five cents (\$.35) per hour worked
11:00PM to 07:00AM shift – thirty five cents (\$.35) per hour worked
K-9 Officer – thirty five cents (\$.35) per hour worked
Detectives – thirty five cents (\$.35) per hour worked past 4:00PM

- A. Shift differential will be computed on the basis of two hundred and sixty (260) days worked and will be added to the officers base salary, and will be paid in compliance with the FLSA standards in the officers annual, daily, hourly, and overtime rate.

12.7 BRIEFING AND DEBRIEFING TIME

All police officers shall receive additional compensation at straight time rates for the ten minute period prior to the commencement of each tour of duty and for the ten minute period after the completion of each tour of duty. Payment shall be made annually, by separate check thereof, on the first pay period in December and shall be computed on the basis of two hundred and sixty (260) days worked.

12.8 COMPENSATORY PAY (1-1-2008)

The Chief of Police or his designee may at his discretion give police officer(s) "good time" for going above and beyond his/her duties. This time can not exceed anymore than 8hrs of compensatory time per officer per event.

12.9 FTO/INSTRUCTOR INCENTIVE (1-1-2008)

- A. All certified Field Training Officers (FTO's) will receive 2hrs of compensatory time for every day they are training/supervising a new police officer.
- B. All certified Instructors will receive a minimum of 2hrs of compensatory time for training of police officers, if said training is not during the officer's normal working hours. This will include but not limited to training at the Lockport Police Department and at the Niagara County Law Enforcement Academy.

12.10 PAY FOR SCHOOLING

- A. The City agrees that any police officer who has graduated from the regular or associated course of Federal Bureau of Investigation National Academy, New York State Police School, or any other similar non-degree course of at least ten (10) weeks duration shall receive the sum of one hundred dollars (\$100.00) annually added to the basic salary upon certification presented to the Chief of Police. Initially, said amount shall be pro-rated accordingly and thereafter to be appropriated to pay periods in equal in installments. Any police officer who has graduated from any accredited college, university, or institute of higher education with a degree in the Police Science field, having attended for a minimum of two (2) years, shall receive a 4 ½% increase added to the basic salary upon presentation to the Chief of Police. A qualifying police officer shall be entitled to one such increase only, regardless of the number of degrees obtained.
- B. Police Officer who have completed a credit-bearing course which may be applied toward the requirements for graduation from an accredited college, university, or institution of higher education, as aforesaid, shall not be eligible for the \$100.00 increment for such course: such course shall be deemed to be covered by the provision herein concerning a percentage increment for attaining a degree in the Police Science field.
- C. Members of the bargaining unit attending college toward a degree in Police Science or Criminal Justice will be allowed to use all compensatory time and all vacation time for said school attendance. When all compensatory time and vacation time has been used in each year of said contract, an additional five (5) days of City time in each year may be granted by the Chief of Police subject to approval by the Police Board. All tuition and required books for each course up to and including a Bachelor's Degree shall be paid for by the City of Lockport upon satisfactory completion of the course and written certification from the educational facility that a passing grade was acquired in the course.

12.11 SELL BACK PRIVILEGES

Between January 1st and June 30th, a police officer may, at his option, choose to sell-back at straight time rates (5) days of holiday time or (5) days of vacation time, subject to the maximum of 275 days, effective January 1, 1990, and a departmental minimum of 300 days, effective January 1, 1991 on a first come, first serve basis. In the event the maximum is not exceeded, then between July 1st and December 31st, a police officer may at his option, choose to sell-back at straight time rates an additional five (5) days of holiday time or five (5) days of vacation time on a first come, first serve basis. In the event the departmental maximum is not utilized, each police officer shall be allowed to sell-back five (5) more additional days of holiday or vacation time at straight time rates at the end of each calendar year.

12.12 FORFEITURE

Police Officers who terminate employment with less than three (3) years of accumulated service will not be entitled to payment for vacation, holiday, briefing or debriefing pay accumulated.

12.13 STEP INCREASE FOR NEW HIRES (1-1-2008)

- b) The Hickory Club agrees to two new steps for new hires at the beginning of the Salary Schedule for Police Officers hired after the date of this contract being ratified. See attached salary schedule.
- c) Any Full Time Certified New York State Police Officer that has continuous employment with another police agency and his hired by the City of Lockport either by lateral transfer or off the eligible NYS civil service exam will be placed into a salary step based on his/her experience.

For Example:

No Academy-----First Step Starting
 One full year-----Completion 1 year of service
 Two full years-----Completion 2 " " "
 Three full years----Completion 3" " "
 Four full years-----Completion 4" " "
 Five full years-----Completion 5" " "

ARTICLE 13: COURT APPEARANCE

13.1 DEFINITION

Any Police Officer who, in connection with his duties on behalf of the City, appears on his day off, or when not actually on duty, in Court in the City of Lockport or any other jurisdiction, shall be credited for the number of hours spent in court with a guaranteed minimum of four (4) hours for each court appearance. When a police officer receives more than one court subpoena returnable on the same date and time, he shall be compensated for only one court appearance.