

HICKORY CLUB CONTRACT

January 1, 2013 - December 31, 2023

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Table of Contents

Article 1	Introduction
1.1	Preamble
1.2	Purpose
1.3	Legislative Review
Article 2	Recognition
2.1	Recognition
2.2	Discrimination on basis of Hickory Club Activity
Article 3	Union-Management Relations
3.1	Negotiations
3.2	Time of Negotiations
3.3	Visitation of Premises
3.4	Grievance Consultations
3.5	Release Time
Article 4	Safety and Health
4.1	Definition
4.2	Safety Complaint
4.3	Safety Suggestions
4.4	Safety Board
Article 5	Working Rules
5.1	Past Practice
5.2	Professionalism
5.3	Residency
5.4	Maintaining Medical Standards -- Body Weight
5.5	Savings Clause
Article 6	Discipline & Discharge
6.1	Methods of Discipline
6.2	Notice of Discipline
6.3	Employee Rights
6.4	Objection to Discipline
6.5	Records
6.6	Citizen Complaints
Article 7	Bill of Rights
7.1	Identification of Officers
7.2	Information Regarding Investigations
7.3	Length of Interrogation
7.4	Coercion
7.5	Right to Council
7.6	Recording of Interrogation
7.7	Furnishing Copies
7.8	Polygraph
7.9	Non-waiver of Constitutional Rights

- Article 8 Grievance Procedure
 - 8.1 Definition
 - 8.2 Grievance Steps

- Article 9 Postings
 - 9.1 Postings of Announcements
 - 9.2 In-Service Training
 - 9.3 Non-Civil Service Vacancies

- Article 10 Seniority
 - 10.1 Probationary Period
 - 10.2 Departmental Seniority Definition
 - 10.3 Rank
 - 10.4 Seniority and Detectives
 - 10.5 Seniority List
 - 10.6 Lay-off
 - 10.7 Work Assignments

- Article 11 Work Week/Work Day
 - 11.1A Patrol Division 12 hour shifts (Effective 1/1/13- Expires 6/1/2017 *see 11.1B)
 - 11.1B Patrol Division 8 hour shifts (Effective 6/1/17)
 - 11.2 K-9 Division
 - 11.3 All Others
 - 11.4 Management Prerogative – Job Duties and Responsibilities

- Article 12 Wages/Compensation
 - 12.1 Wages
 - 12.2 Detective Pay
 - 12.3 K-9, Warrant Officer, Support Service Officer, SRO Pay
 - 12.4 Out-of-Grade Pay
 - 12.5 Shift Differential
 - 12.6 Briefing and Debriefing Time
 - 12.7 Compensatory Pay
 - 12.8 FTO/Instructor Incentive
 - 12.9 Pay for Schooling
 - 12.10 Sell Back Privileges
 - 12.11 Forfeiture
 - 12.12 Step Increases
 - 12.13 Working Holiday Pay
 - 12.14 Training Pay Back Days

- Article 13 Court Appearance
 - 13.1 Definition
 - 13.2 Outside Lockport Appearance
 - 13.3 Compensation Option
 - 13.4 Jury Duty

- Article 14 Overtime

- 14.1 Definition
- 14.2 Call-in Pay

- Article 15 Holidays
 - 15.1 Definition

- Article 16 Vacation
 - 16.1 Vacation Entitlement
 - 16.2 Vacation Scheduling
 - 16.3 Vacation not Cumulative

- Article 17 Sick Leave
 - 17.1 Statement of Purpose
 - 17.2 Sick Leave Accumulations
 - 17.3 Eligibility
 - 17.4 Sick Leave Incentive

- Article 18 Bereavement Leave
 - 18.1 Immediate Family
 - 18.2 Other Relatives
 - 18.3 Extension

- Article 19 Personal Leave
 - 19.1 Personal Leave Time

- Article 20 Miscellaneous Leave with Pay
 - 20.1 Leave for Dental or Medical Visits
 - 20.2 Leave for Civil Service Exam

- Article 21 Longevity Pay
 - 21.1 Longevity Pay

- Article 22 Uniforms
 - 22.1 Clothing Maintenance
 - 22.2 Damaged Clothing and/or Equipment
 - 22.3 Changes in Uniform Specifications
 - 22.4 Bullet Proof Vest

- Article 23 Healthcare Benefits
 - 23.1 Hospital and Medical Insurance Benefits
 - 23.2 Active Employees
 - 23.3 New Hires 201 \$7/\$15/\$35 203 and 204 PLAN
 - 23.4 Retirees
 - 23.5 Retirees living within the 8 Counties of WNY
 - 23.6 Retirees living outside the counties of WNY
 - 23.7 Retiree Buyout Option
 - 23.8 Employee/Retiree Death
 - 23.9 Open Enrollment
 - 23.10 HRA 105 Account

- 23.11 Separation from Service
- 23.12 Change in Coverage Status
- 23.13 Part B Premiums
- 23.14 Prescription Drug Reimbursement
- 23.15 Miscellaneous
- 23.16 Flexible Spending Accounts
- 23.17 Repair/Replacement of Eyeglasses and Dentures
- 23.18 Savings Clause (Medical)

Article 24 Retirement and Death Benefits

- 24.1 Sick Leave
- 24.2 Retirement Benefits
- 24.3 Death Benefits

Article 25 Continuation of Benefits

Article 26 Savings Clause

Article 27 Entire Agreement

Article 28 Appendixes A Through G

Appendix A Salary Schedule

Appendix B Light Duty Policy

Appendix C Garrity Statement

Appendix D Summary of Healthcare Benefits

Appendix E Summary of Healthcare Benefits

Appendix F Summary of Healthcare Benefits

Appendix G Summary of Healthcare Benefits

Article 29 Terms and Renewal Agreement

Article 1: Introductory

1.1 PREAMBLE

This agreement, made and entered into this 1st day of January, 2013, 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 Appendix "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.

Negotiations for 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 two (2) 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 two (2) 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 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 President or his designee shall use a PCNY day to attend the above functions which will not count toward minimum manning and will create a holdover.

The delegate may be allowed to take a "PCNY or Western Day" to attend the above functions based upon time off slot availability which will count toward minimum manning and will not create a holdover.

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 SAFETY 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 accordingly.

4.3 SAFETY 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 SAFETY 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 nor 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

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 Article II section C-45 of the City of Lockport Charter.

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

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 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

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/she 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/her 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

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 at Chief of Police level.

6.5 RECORDS

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

Police officers who have complaints lodged 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 to 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

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 the police officer is 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 inflammatorily 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

Probationary period for new police officers hired after January 1, 2016 will be eighteen (18) months and can be used as temporary dispatchers and count towards minimum staffing of the 6 Officers on patrol shifts until they are able to attend the next available Niagara or Erie County Police Academies. Notwithstanding the above language the new hire must be properly trained prior to filling in as a temporary dispatcher.

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

The City shall hire three (3) additional Police Officers no later than January 1, 2016 and an additional three (3) Police Officers no later than January 1, 2017. Thereafter, the City shall employ no less than a total complement of forty-nine (49) Police Officers, except that such total complement shall be reduced by one Police Officer for each Police Captain who retires or otherwise separates from employment up to a total of two (2) Police Captains. The City shall have no obligation to fill any Police Captain position vacated due to retirement or separation of up to two (2) Police Captains. Upon the retirement or separation of two (2) Police Captains, the total complement will be forty-seven (47) Police Officers. Notwithstanding this department staffing level, the parties agree that if the City becomes classified as NY State Comptroller's Office as a fiscally distressed municipality, additional reductions below the above listed staffing level could occur only as a last resort, through attrition, but the City must sit down and talk with the PBA prior to any reductions. Notwithstanding the language found in the preceding paragraph, the parties agree it is without prejudice to the City's position all manning level decisions are a management decision, and are a non-mandatory subject of negotiations.

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

10.8 Temporary Shift Assignments

The Chief of Police shall have the ability and discretion to move administrative personnel to a temporary shift assignment within the patrol division to help with manpower issues if manpower reaches a critical level due to prolonged injury or FMLA only, as follows:

A. Patrol staffing on a shift will be deemed critical when any patrol shift's staffing drops to 10 officers on any shift working the 8 hour 4-2 schedule.

- i. Officer(s) with less than 5 years**
- ii. Officer(s) on Light Duty**

- iii. Officer(s) (Non-supervisory) in an administrative position
- iv. Supervisor in Administrative positions by their rank and time in grade.
- v. If displaced to assist with man power, the displaced Officer or supervisor will have the choice of which shift they will work according to their departmental seniority and rank.
- vi. A displaced officer will not be penalized for time off that they requested.

B. This provision shall only be effective if the City of Lockport Police Department is fully staffed with 12 Police Officers per 8 hour shift. Any scheduling changes made pursuant to this provision shall not exceed a three month period.

Article 11: Work Week/Work Day

11.1A PATROL DIVISION 12 HOUR SHIFTS (Revised 1/1/2013- Expires 6-1-2017 *see 11.1B)

A. SHIFT DEFINITION

1. All Police Officers working in the patrol division will work a 12 hour schedule. Meaning they will work 2 on 2 off, 3 on 2 off, 2 on 3 off and schedule will then repeat itself. Refer to Appendix "D"
2. The Hours for each shift will be as follows:
 - A) Days: 7:00AM – 7:00PM
 - B) Nights: 7:00PM – 7:00AM
3. The following shifts will apply for patrol officers:
 - A- Squad -- Days: 7:00AM – 7:00PM
 - B- Squad -- Nights: 7:00PM – 7:00AM
 - C- Squad -- Days: 7:00AM – 7:00PM
 - D- Squad -- Nights: 7:00PM – 7:00AM
4. The Chief of Police shall determine the number of officers assigned to each shift.
5. All other officers not assigned to the 12 schedule will accumulate 6 Personal leave days in lieu of extra days worked. Including, but not limited to, the Detective Division and Support Services. (1-1-2008)

B. BIDDING FOR SHIFTS

1. Each uniformed officer, assigned to the A or B shifts may bid for shift choice, based on seniority.
2. By way of exception, the Police Chief may assign officers who have less than three 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,C,D shifts shall be made during November of each year. Assignment will be posted in the first week of December for the following year, which that shift assignment will be effective the first week of January.
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, C, or D shifts, the Officer being transferred from the specialized unit will be assigned to the shift from which his replacement came. Voluntary A, B, C, or D, 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 affect his seniority.
2. An officer will not be allowed to "Bump" through the A, B, C, and D 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.

11.2A K-9 DIVISION

K-9 Patrol Officer will work a 12 hour schedule. Meaning they will work 2 on 2 off, 3 on 2 off, 2 on 3 off and schedule will the repeat itself. Refer to Appendix "D"

The K-9 Officer's training days will not be counted towards minimum manning.

11.3A ALL OTHERS

All other Officers including the Patrol Captain 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.

11.1B PATROL DIVISION 8 HOUR SHIFTS (Revised 1-1-16/ Effective 6-1-17)

A. SHIFT DEFINITION

1. All Police Officers working in the patrol division will 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 Personal leave days in lieu of extra days worked. Including, but not limited to, the Detective Division and Support Services. (1-1-2008)

B. BIDDING FOR SHIFTS (Revised 1-1-16)

1. Each uniformed officer, assigned to the A, B, or C shifts may bid for shift choice, based on seniority.
2. The Chief of Police shall have discretion to move any police officer hired after January 1, 2015 and with five (5) years or less time on the job to any shift as needed.
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.
4. The SRO Officer may bid for a shift at the time of bidding and when the SRO is not working their normal duties in the Lockport Schools they will be assigned to the shift they bid during the bidding process.

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 the first week of January. Bids will be made in writing and assignment will also be made in writing by the Police Chief.

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 affect 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.

11.2B ALL OTHERS

All other Officers including the Patrol Captain 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 (Revised 1-1-2013/ Extended through 2023 on 1-1-16)

- A. Wages as set forth in Appendix A of the January 1, 2013 thru 2023 agreement shall be increased as follows:

January 1, 2013 0%

January 1, 2014	0%
January 1, 2015	0%
January 1, 2016	0%
January 1, 2017	1.5%
July 1, 2017	1.5%
January 1, 2018	1.5%
July 1, 2018	1.5%
January 1, 2019	2%
January 1, 2020	2%
January 1, 2021	2%
January 1, 2022	2%
January 1, 2023	2%

B. New Titles and Positions:

- a) Police Officer
- b) Sr. Patrol Lieutenant
- c) Jr. Patrol Lieutenant
- d) Detective Lieutenant
- e) Administrative Lieutenant (Position eliminated 1-1-2016)
- f) Patrol Captain
- g) Detective Captain

12.2 DETECTIVE PAY (Revised 1-1-2013)

Detective pay will follow the wages as set forth in Appendix A of the January 1, 2013 thru 2023 agreement

12.3 K-9, WARRANT OFFICER and SRO (1-1-2013)

K-9, Warrant Officer and SRO will follow the wages as set forth in Appendix A of the January 1, 2013 thru 2023 agreement

12.4 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.

12.5 SHIFT DIFFERENTIAL (Revised 1-1-2016)

In addition to the regular rate of pay, Police Officers, K-9 officer, and Detectives working the following hours shall be paid a shift premium of 1% on base salary as follows for the following hours worked:

3:00PM to 11:00PM shift

11:00PM to 07:00AM shift

Detectives working 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 includes but is not limited to training at the Lockport Police Department and at the Niagara County Law Enforcement Academy.

12.10 PAY FOR SCHOOLING

- A.** 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 base 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.** 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 base 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.
- C.** Police Officers 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.
- D.** 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 (Revised 1-1-13)

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 departmental maximum of 275 days, effective January 1, 1990, and a departmental maximum 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 (Revised 11-30-2015)

- a) The Hickory Club agrees to 7 steps for new hires at the beginning of the Salary Schedule for Police Officers hired after 11-30-15 of this contract being ratified. All other Officers working prior to 11-30-15 will follow the old Appendix A salary 5 step Scale. See attached salary schedule.
- b) Any Full Time Certified New York State Police Officer that has continuous employment with another police agency and is hired by the City of Lockport either by lateral transfer or off the eligible NYS Civil Service exam list will be placed into a salary step based on his/her experience.

Pay Steps are as follows (see Appendix A for Salary Schedule):

- Start First Step Starting
- One full year Completion 1 year of service
- Two full years Completion 2 years of service
- Three full years Completion 3 years of service
- Four full years Completion 4 years of service
- Five full years Completion 5 years of service
- Six full years Completion 6 years of service

12.14 WORKING HOLIDAY PAY (1-1-2008)

1) All Officers who work on:

Presidents Day Easter

Labor Day Columbus Day

Thanksgiving Christmas

shall be paid at a rate of time and one half.

2) All Officers working overtime on:

Presidents Day Easter

Labor Day Columbus Day

Thanksgiving Christmas

shall be paid at a rate of double time and a quarter.

12.15 TRAINING PAY BACKS (Revised 1-1-2016/ Effective 1-1-2018)

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 D below)

- 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" Four (4) training days to the City of Lockport, as indicated below:
 - a. Two (2) Pay Backs shall be used for training purposes only these days may be broken down in four hour training blocks equaling 16 hours.
 - b. Two (2) Pay Backs may be used for switching with other Officers. And any other means to pay back the two (2) days will be at the discretion of the Chief of Police.
- e) Officers required to 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.

ARTICLE 13: COURT APPEARANCE

13.1 DEFINITION

Any Police Officer who, in connection with his/her duties on behalf of the City, appears on his/her 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/she shall be

compensated for only one court appearance.

13.2 OUTSIDE LOCKPORT APPEARANCE

When a police officers appears in any court other than Lockport City Court, he/she shall be credited for the reasonable time spent in traveling to and from said court, the reasonableness of said travel time being subject to determination by the Shift Supervisor, subject to the ultimate authority of the Chief of Police.

Police Officers will be compensated for the above court appearances with pay at straight time rates or compensatory time at the option of the police officer, provided adequate notice of the election is given to the Shift Supervisor, subject to the ultimate authority of the Chief of Police.

The Shift Supervisor, subject to the ultimate authority of the Chief of Police, may either provide a City vehicle or direct a police officer to use his own vehicle for court appearances. In the event a police officer uses his own vehicle, he shall be paid mileage compensation at a rate equal to the mileage compensation paid to other employees of the City of Lockport.

13.3 COMPENSATION OPTION

Police officers will be compensated for the above court appearances with pay at straight time rates or compensatory time at the option of the police officer, provided that adequate notice of the election is given to the Shift Supervisor, subject to the ultimate authority of the Chief of Police.

13.4 JURY DUTY (1-1-2003)

1. Definition

A police officer shall be paid for time off for Jury Duty, under the following conditions:

- a) Prompt submission of written notice to appear for jury duty by employee to his immediate supervisor.
- b) Juror fees, except mileage reimbursement, shall be remanded to the City
- c) Service as a juror will not result in any loss of sick time, vacation or other contractual time.
- d) Jury Duty shall include both the required time of presence and reasonable travel to and from the court involved.

2. Written Verification

The police officer must obtain written verification (in such form as may be acceptable to the particular court) from the court clerk or authorized court personnel documenting the fact of the officer's presence and the times (starting and ending) said officers was required to be present. The officer shall deliver that verification to his immediate supervisor for immediate submission to the Chief of Police.

3. A Platoon

A Police Officer working 11PM to 7AM shift and scheduled for jury duty at (for example) 9AM shall be excused from working his shift the night before.

4. B Platoon

A Police Officer working the 7AM to 3PM shift who completes four hours or less of jury duty shall be required to report to work that day to complete the Officer's regular shift. If the police officer completes more than four hours of jury duty, said officer shall be excused from reporting to work that day.

(ie. Jury Duty from 9AM to 1:00PM, police officer must report to work to complete his 7AM to 3PM shift that day.)

(ie. Jury Duty from 9AM to 1:01PM, police officer is excused from reporting to work to complete his 7AM to 3PM shift that day.)

5. C Platoon

A Police Officer working the 3PM to 11PM shift who completes four hours or less of jury duty shall be required to report to work that day to complete the Officer's regular shift. If the police officer completes more than four hours of jury duty, said officer shall be excused from reporting to work that day.

(ie. Jury Duty from 9AM to 1:00PM, police officer must report to work to complete his 3PM to 11PM shift that day.)

(ie. Jury Duty from 9AM to 1:01PM, police officer is excused from reporting to work to complete his 3PM to 11PM shift that day.)

ARTICLE 14: OVERTIME

14.1 DEFINITION

Overtime, including holdovers and call-ins for emergency will be paid at time and one half (1 ½). Holdover time shall be considered time in excess of fifteen (15) minutes beyond regular normal tour of duty. The police officer shall have the option of taking compensatory time or monetary compensation on a time and one half basis and the police officer shall designate his option when submitting his time sheet.

Compensatory

time may be taken at the discretion of the shift supervisor, subject to the ultimate

authority of the Chief of Police, subject to reasonable notice being given of the request for compensatory time.

14.2 CALL-IN-PAY

All officers who are called back to work, having worked a regular shift, shall be paid at the rate of time and one half with a guaranteed minimum of 4 hours of straight time compensation, with the exception of drills which will have a guaranteed minimum of (2) two hours straight time compensation.

ARTICLE 15: HOLIDAYS

15.1 DEFINITION

There shall be thirteen (13) paid holidays per year for all police officers, and they shall be as follows:

New Year's Day Dr. Martin Luther King Day

Lincoln's Birthday Washington's Birthday

Good Friday Easter

Memorial Day Fourth of July

Labor Day Columbus Day

Veteran's Day Thanksgiving Day

Christmas Day

Holidays shall not accumulate where a police officer has been on sick leave for a continuous period exceeding one (1) calendar year or is absent on Worker's Compensation disability and/or General Municipal Law Section 207-c Disability.

ARTICLE 16: VACATIONS

16.1 VACATION ENTITLEMENT

Each police officer shall be entitled to an annual vacation with pay as follows:

Completion of	1 year continuous service:	10 days	
	5	"	15 days
	10	"	17 days
	15	"	20 days
	20	"	25 days
	25	"	27 days

Police officers entitled to two (2) weeks of vacation or more shall be entitled to take one (1) week of their vacation one (1) day at a time subject to the approval of the Chief of Police.

Any police officer eligible for five (5) weeks vacation may elect to take two weeks (10 Days) one at a time.

Upon retirement from service of a police officer, all the police officer's accrued vacation and holiday time shall be computed on a pro-rata basis and paid to him/her in accordance with the normal rate of pay the police officer was receiving at the time.

16.2 VACATION SCHEDULING

Vacations, when practical, shall be granted at a time requested by each police officer (excluding lieutenants and captains). The Chief of Police shall have discretion to designate the number of police officers who may be on vacation at any one time, with seniority serving as a determinant.

16.3 VACATION NOT CUMULATIVE

Vacation shall not be accumulative from one calendar year to the next, except in the case of sickness or emergency, and only after approval by the police board.

Nor shall vacation accumulate where a police officer has been on sick leave for a continuous period exceeding one (1) calendar year or is absent on Worker's Compensation disability and/or General Municipal Law Section 207-c Disability.

ARTICLE 17: SICK LEAVE

17.1 STATEMENT OF PURPOSE (Revised 1-1-2008)

Sick leave is hereby defined as leave of absence from duty with pay, granted to a police officer and by reason of a police officers immediate family member's sickness or disability.

The "immediate family" shall include spouse, child, father, mother, grandparents, brother, sister, of the police officer and the Officers spouse, or a person occupying the position of parent of the police officer or their spouse.

Under no circumstances is sick leave to be construed as additional vacation due a police officer, or as an excuse for leave of absence with pay or for any other purpose.

Sick leave shall be construed only as insurance or a protection to the police officer provided by the City against the police officers loss of income due to the Officers legitimate sickness or an immediate family members legitimate sickness or disability, provided that such police officer has met certain conditions and has accumulated sufficient sick leave credits to cover the period of sickness or disability allowed for the calendar year.

Police officers will not be required to remain at their residence during their use of sick leave or disability.

17.2 SICK LEAVE ACCUMULATIONS

Each police officer will be allowed to accumulate sick leave credits without a limit at the rate of one and one quarter (1 ¼) working days for each month completed in service.

Sick leave credits shall be computed from the first day of service, provided, however, that no sick leave shall be authorized until the police officer has completed six (6) months of continuous employment.

These credits, together with any previous sick leave credits which would have been usable on that date, shall be cumulative.

“Cumulative” is hereby construed to mean the accumulation of all unused sick leave credits for any number of years in which such credits were properly allowed.

The unit of computation of sick time used shall not be less than one half (1/2) day. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time “served” by the police officer, provided, however, that sick leave credits shall not accumulate after a police officer has been on sick leave for a continuous period exceeding thirty (30) calendar days, nor after a police officer has been absent on Workman’s compensation disability and/or General Municipal Law Section 207-c disability for a continuous period exceeding ninety (90) calendar days.

17.3 ELIGIBILITY

A police officer is eligible for sick leave under the following terms and conditions.

- A. The police officer must have sufficient accumulative and unused sick leave credits to cover the period in question.
- B. The police officer, or his agent, must report such sickness or disability on the first working day of such absence at least thirty (30) minutes before his scheduled tour of duty to the ranking officer on duty, except in case of emergency.
- C. The Chief of Police may require a physician’s certificate for any absence.

A police officer may, at his option, utilize the City Physician for the purpose of obtaining a physician’s certificate, at no expense to the police officer.

Where the illness or disability is of long duration, a physician’s certificate shall be required for each seven (7) days of continuous absence. In any case, the Chief of Police may require an examination by the city physician, and the Chief of Police shall arrange such appointment.

Whenever a police officer has been on sick leave for thirty (30) successive days, the Chief of Police must require that the police officer be examined by the City Physician before he/she returns to duty. The Chief of Police will arrange for the examination to be held within one (1) or two (2) working days. In the event such police officer shall fail to

submit or refuse consent to such medical examination, he/she shall be deemed to have waived his/her rights under this Article.

D. In the event an officer is properly required by the Chief of Police to obtain a physician's certification in order to validate any sick days taken, the Officer shall not be penalized by any delay in the ability to obtain such certificate, so long as the physician's appointment is made as soon as same is available. However, in the event said physician's certificate does not validate the sick days, then any delayed time will also be charged to the Officer, in addition to the sick day(s) taken.

E. Whenever a police officer shall be absent on sick leave and the period for which he is absent includes a day or days upon which such police officer was not scheduled to work, such day shall not be charged against his accumulated and unused sick leave credits.

F. The Chief of Police shall maintain records of accumulated unused sick leave credits for each police officer and a record of the total sick leave granted to each police officer.

17.4 SICK LEAVE INCENTIVE (1-1-2003)

An employee shall earn additional Personal Days for limited use of sick days as follows;

a.) Zero sick days used in calendar year:
3 additional Personal Days earned

b.) One or two sick days used in calendar year:
2 additional Personal Days earned

c.) Three or four sick days used in calendar year:
1 additional Personal Day earned

ARTICLE 18: BEREAVEMENT LEAVE

18.1 IMMEDIATE FAMILY (Revised 1-1-2008)

Each police officer of the Police Department shall be granted a maximum leave of four (4) working days plus the date of death, without loss of pay, accumulated sick leave, vacation or other benefits on account of death in the police officer's immediate family.

Such leave shall require satisfactory evidence of such death and the Officer will not be denied the above time off, if said evidence is provided.

The immediate family shall include an employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including step sibling), grandparent, grandchild, parent-in-law, and any other person who is a member of the household (the Chief may request written documentation from the employee to verify residency of other household members)

18.2 OTHER RELATIVES (Revised 1-1-2008)

Each police officer of the Police Department shall be granted a maximum leave of two (2) working days plus date of death, subject to the requirements in paragraph 18.1 herein on account of the death of a brother-in-law, sister-in-law; also to include, as relatives, aunts and uncles, either related through blood or marriage.

18.3 EXTENSION (Revised 1-1-2008)

Each Police Officer of the Police Department shall be allowed to use sick leave up to a maximum of five (5) days for the extension of bereavement.

In the event that the officer's family does not have a ceremony/funeral immediately following the passing of a family member the Officer may utilize the above time granted to them to take care of family and also may use the remaining days to attend a ceremony/funeral at a later date.

ARTICLE 19: PERSONAL LEAVE

19.1 PERSONAL LEAVE TIME

Each police officer is entitled to four (4) non-cumulative personal leave days per calendar year which shall not be chargeable against the police officer's sick leave credits.

The personal leave may be used at the Police Officer's discretion, provided, however, that the police officer gives reasonable notice to the shift supervisor, subject to the ultimate authority of the Chief of Police (except where an emergency makes the giving of notice impossible).

Personal leave shall not be taken on a recognized holiday, nor the day before or the day after the police officer's vacation.

Notwithstanding the foregoing, the shift supervisor or the Chief of Police may deny or cancel a personal leave request because of manpower needs or other emergencies,

ARTICLE 20: MISCELLANEOUS LEAVE WITH PAY

20.1 LEAVE FOR DENTAL OR MEDICAL VISITS

Discretionary with the Chief of Police, occasionally required medical or dental visits may be allowed police officers of the Police Department without loss of pay, sick leave, vacation, or other benefits except that such absence in excess of two (2) hours shall be charged to the earned sick leave credits in one-half (1/2) day units.

20.2 LEAVE FOR CIVIL SERVICE EXAMINATIONS

Police officers of the Police Department shall be allowed time, with pay, to take open competitive and promotional Civil Service examinations for City positions at the appropriate center.

ARTICLE 21: LONGEVITY PAY

21.1 LONGEVITY PAY (Revised 1-1-2013)

Effective January 1st, 2017 officers with five or more years of service shall receive annually a lump sum longevity payment by separate check to be paid annually in January equal to three and one quarter percent (3.25%) of the employee's base annual salary.

ARTICLE 22: UNIFORMS

22.1 CLOTHING MAINTENANCE (Revised 1-1-2013)

Officers shall receive annually a clothing maintenance of twelve hundred and fifty dollars (\$1250), provided that such clothing maintenance shall be paid only to police officers on active duty with the department as of the first payroll period in December of each year.

There shall be no pro-rata payment to any police officer who is not on active duty as of such time.

The City shall also provide at its own expense for each police officer the following: raincoats, boots, belts, gloves, shoulder insignia, and bullets in addition to items of equipment already furnished.

22.2 DAMAGED CLOTHING OR EQUIPMENT (1-1-2008)

If any article(s) of clothing or equipment gets damaged in the line of duty the City of Lockport will replace the article(s) in full. Officer must notify the Quartermaster and turn in the damaged article(s) of clothing and/or equipment before being reimbursed by the City of Lockport.

22.3 CHANGES OF UNIFORM SPECIFICATION (1-1-2008)

If the Chief of Police changes the uniform specifications and requires new articles of clothing or equipment including and in an addition to what is stated above (Article 22.1), at ANY time, the City of Lockport fully understands that they, the City of Lockport, will purchase the additional clothing and equipment at the City of Lockport's expense. The only uniform item that will not be covered under this agreement is the officer's footwear; everything else will be paid for in full by the City of Lockport.

22.4 BULLET PROOF VESTS

The City shall obtain and distribute, at City expense, appropriate new bullet proof vests to each officer/P.B.A. member and to replace such vests (also at City expense) as needed.

The need for replacement will be determined on not less than a five year rotation on a vest-by-vest basis by the already existing Safety Committee (composed of members of the City and the P.B.A.).

Any vests needing replacement shall be replaced at City expense.

The Chief, in conjunction with the Police Board, shall create proposed written regulations to require patrol officers to wear the vests while on the road and to require detectives to wear the vests during "high-risk" operations. The term "high-risk" shall be defined by a joint management/P.B.A. committee of equal representation.

The design of both parties is to devise a fair system whereby the vests are actually utilized (and required to be utilized) in the identifiable high-risk phases of police work.

For road patrol that is whenever the officer is on duty, in uniform and on the road

For the detectives it is only during such times as are "high-risk", such as when they are executing a court-ordered search warrant, when attempting to take a known felon fugitive into custody, and so forth.

It is not intended that the officers be required to wear the vests while in the station or courthouse; nor is it intended to require the detectives to wear the vests during the majority of their duty hours.

ARTICLE 23: HEALTHCARE BENEFITS

23.0 (1-1-16) All Police Officers hired on or after November 30th, 2015 shall contribute, through

payroll deduction Fifteen percent (15%) towards the applicable health insurance premium throughout their employment.

All Police Officers hired on or after November 30th, 2015 with at least twenty (20) years of service as a Police Officer for the City, but not more than twenty-five (25) years of service as a Police Officer for the City, shall contribute twenty percent (20%) toward their retiree health insurance, Medicare Part B, and any Medicare Advantage or Supplemental premiums and shall be responsible for all Medicare Part B, Advantage Plan or Supplemental co-payments and deductibles.

All Police Officers hired on or after November 30th, 2015 with more than twenty-five (25) years of service as a Police Officer for the City shall contribute fifteen percent (15%) towards their retiree health insurance, Medicare Part B, and any Medicare Advantage or Supplemental premiums and shall be responsible for all Medicare Part B, Advantage Plan or Supplemental co-payments and deductibles.

All Police Officers hired on or after November 30th, 2015 with less than twenty (20) years of service with the City shall not be eligible for health insurance in retirement.

Upon Qualification for Medicare Part B, All retirees, the eligible spouse or eligible dependent must enroll and provide the required Medicare Part B information to the Payroll Office.

Police Officers employed by the City of Lockport Police Department as of October 1st, 2015, and as more fully set forth in the list attached hereto as Exhibit B (Please see Appendix F for Exhibit B also known as "Departmental Seniority List") (referred to in this paragraph as "Retiree, shall not, except as permitted by this agreement, be required as a retiree to enroll in any health insurance plans other than those plans currently being provided to Police Officers on October 1, 2015, without the express written consent of the Retiree and/or the Union. Each member listed in Exhibit B shall be guaranteed lifetime healthcare benefits paid for 100 percent by the City. Such entitlement to healthcare benefits by the City shall be a vested right in each individual specified in Exhibit B.

Each Retiree eligible for Medicare shall enroll in Medicare Part B and shall also enroll or be enrolled in either the Blue Cross/Blue Shield of western New York Medicare Advantage Plan 799 or the Blue Cross/Blue Shield of Western New York Medicare Advantage (Out of Network) plan 799 (collectively "the Medicare Advantage Plans"). Upon retirement, and continuing only for the lifetime of the retiree, the City shall fully reimburse each Retiree and his/her spouse, currently enrolled in Medicare Part B and one of the Medicare Advantage Plans or upon becoming so enrolled, whether in area or out of area, the full amount of their Medicare Part B premiums currently in effect, and as they may be increased or decreased in the future.

The City shall continue to provide to each Retiree and/or his/her spouse eligible for Medicare, currently or in the future, only during the lifetime of the retiree, medical benefits through the Medicare Advantage Plans at no cost to the retiree and/or his/her spouse, subject to the applicable co-pay amounts for prescription drugs, physician visits, durable goods, other co-pays and allowances.

In the event that one or more of the Medicare Advantage Plans is discontinued by the provider and/or the City desires to change plans, the City shall provide the affected Retiree and/or his/her spouse with a new plan that provides coverage and benefits, except for co-pays substantially equal to or better than those provided under the applicable Medicare Advantage Plan with the full cost to be paid by the City, and there shall be no cost or contribution required of the retiree and/or his/her spouse for the new plan. The parties expressly agree that the City shall reimburse the affected Retiree and his/her spouse, only during the lifetime of the retiree, the difference between such co-pays or allowances provided for under such new plan and those provided for under the Medicare Advantage Plans.

The City shall continue to provide to each Retiree and his/her spouse not yet eligible for Medicare, only during the lifetime of the Retiree and until the Retiree and his/her spouse becomes eligible for Medicare, medical benefits through the plans offered to them by the City as of October 1, 2015, including the equivalency of Blue Cross/Blue Shield POS 201, POS 201 Plus, POS 203, POS 203 Plus, POS 204, POS 204 Plus or 812 National plans (the Pre-Medicare Plans) at no cost to the Retiree and/or his/her spouse, subject to the co-pay and allowances provided for in the plans as of October 1, 2015.

In the event that one or more of the Pre-Medicare Advantage Plans is discontinued by the provider and/or the City desires to change plans, the City shall provide the affected Retiree and/or his/her spouse with a new plan that provides coverage and benefits, except for co-pays substantially equal to or better than those provided under the discontinued Plan with the full cost to be paid by the City, and there shall be no cost or contribution required of the retiree and/or his/her spouse for the new plan. The parties expressly agree that the City shall reimburse the affected Retiree and his/her spouse, only during the lifetime of the retiree, the difference between such co-pays or allowances provided for under such new plan and those provided for under the Pre-Medicare Advantage Plans.

23.1 HOSPITAL AND MEDICAL CARE BENEFITS

1. For purposes of this Agreement, the definition of the term “active employee (s)” shall include any Police Officer who is on the payroll including, but not limited to, those employees on paid leave of absence.
2. The definition of the term “retiree(s)” shall include any Police Officer that from this date forward, retires from employment with the City of Lockport.
3. The “core” medical insurance plan shall be the equivalent of POS 201/POS 201 Plus with the \$5.00 Formulary RX coverage.
4. The City of Lockport agrees to pay the full cost of all referenced medical insurance benefits, as follows:

23.2 ACTIVE EMPLOYEES

The parties hereto agree that there shall be provided to each active employee, family or single medical insurance benefits fully paid by the City of Lockport. Active employees shall have a choice of the following medical plans as follows:

- Option One - equivalent of POS 201 or POS 201 Plus with \$5.00 RX co-pay
- Option Two - equivalent of POS 201 or POS 201 Plus with \$7/\$15/\$35 RX co-pay
- Option Three - equivalent of POS 203 or POS 203 Plus with HRA 105 Account
- Option Four - equivalent of POS 204 or POS 204 Plus with HRA 105 Account

Benefit summaries for these plans are as outlined in the attachments and are part of this agreement.

The employee shall have the opportunity to switch options during the annual open enrollment period each year.

23.3 NEW HIRES 201 \$7/\$15/\$35 203 and 204 PLAN

Any Police Officer, hired after the ratification of this agreement will be required to enroll into the POS 201 \$7/\$15/\$35, POS 203 or POS 204 plans and have that plan paid for in full by the City of Lockport.

23.4 RETIREES

All Police Officers retiring under this agreement shall have the option of single or family medical coverage, paid for in full, by the City of Lockport. All Police Officer retirees shall be entitled to membership in the City of Lockport health Insurance Plan as outlined in this agreement or in a plan that offers equal to or better healthcare coverage benefits, at no cost to the retiree, for the life of the retiree.

The right to health insurance in retirement is a vested right. This right becomes valid on the date of retirement.

The Police Officers retiring under this agreement shall have the opportunity to switch options during the annual open enrollment period each year. The open enrollment period shall be held during the month of October each year. In the event that the Hickory Club and the City agree to an alternate date for the open enrollment period, the City shall notify all retirees via U.S. mail at least ten (10) days prior to the alternate open enrollment period.

In addition, any retiree that had previously opted out of the Medical Benefits program and received the lump-sum annual buy-out may at any time, opt to receive the Medical Benefits listed in this agreement.

All retired Police Officers shall have the opportunity to switch options during the annual open enrollment period each year.

Retired Police Officers shall have the option of single or family medical coverage fully paid by the City of Lockport, as follows:

23.5 RETIREES LIVING WITHIN THE 8 COUNTIES OF WNY

1. NOT Medicare Eligible, Living within the 8 Counties of WNY

All employees, NOT Medicare eligible, retiring under this agreement and living within the eight (8) counties of WNY may enroll in the following BC/BS of WNY insurance plans:

Option One equivalent of POS 201 or 201 Plus w/\$5 co-pay

Option Two equivalent of POS 201 or 201 Plus w/\$7/15/\$35 RX

Option Three equivalent of POS 203 or 203 Plus w/ HRA 105 Account

Option Four equivalent of POS 204 or 204 Plus w/ HRA 105 Account

2. Medicare Eligible Living within the 8 WNY Counties

All employees who retire under this agreement and the retirees spouse, who become Medicare eligible, living within the eight (8) counties of WNY must enroll in the BC/BS of WNY Medicare Advantage plan 799 \$5/\$5/\$5/\$5 with the City of Lockport reimbursing the retiree and their spouses Part B premium in full for those employees hired prior to November 30, 2015. Employees hired on or after November 30, 2015 shall be governed by Section 23.0.

In the event that the retiree or their spouse has not become Medicare eligible, he or she shall remain enrolled in one of the current POS plans of their choosing at a single rate until he or she becomes Medicare Eligible, at which time the retiree or spouse will enroll in BC/BS of WNY Medicare Advantage plan 799 \$5/\$5/\$5/\$5, with the City of Lockport reimbursing the retiree and/or their spouses Part B premium in full for those employees hired prior to November 30, 2015. Employees hired on or after November 30, 2015 shall be governed by Section 23.0.

For those employees hired prior to January 1, 2014 and eligible to receive the HRA, when a retiree becomes Medicare eligible and the retiree's spouse is not Medicare eligible, the spouse shall enroll in the POS single plan of his/her choice. The spouse is not entitled to the HRA. However, if the spouse becomes Medicare eligible, before the retiree, and the spouse enrolls in the BC/BS of WNY Medicare Advantage plan 799 and the retiree goes into the POS single plan of his/her choice, the retiree shall be entitled to the difference between the core POS 201 \$5 plan and the single plan the retiree elects, in the form of an HRA.

If a retiree becomes Medicare eligible and has legal dependants, that retiree shall have the right to maintain BC/BS POS 201, 203,204 family plan with a HRA until such time as the dependent(s) are no longer eligible for healthcare coverage under this agreement, at which time the retiree will enroll in the BC/BS of WNY Medicare Advantage plan 799.

23.6 RETIREES LIVING OUTSIDE 8 COUNTIES OF WNY

1. NOT Medicare Eligible. Living Outside the 8 WNY Counties

All employees, not Medicare eligible, retiring under this agreement, living outside the eight (8) counties of WNY shall be enrolled in the BC/BS PPO 812 plan.

2. Medicare Eligible Living Outside the 8 WNY Counties

All employees who retire under this agreement and the retiree's spouse, who become Medicare eligible, living outside the eight (8) counties of WNY will enroll in the BC/BS of WNY 2009 Traditional Blue Medicare PPO 799 Out of Area Plan \$1/\$1/\$1/\$1 plan with the City of Lockport reimbursing the retiree and their spouses Part B premium in full for those employees hired prior to November 30, 2015. Employees hired on or after November 30, 2015 shall be governed by Section 23.0..

If the retiree becomes Medicare eligible and the retiree's spouse is not Medicare eligible, the spouse shall enroll in the single BC/BS PPO 812 plan. If the spouse is Medicare eligible and the retiree is not Medicare eligible, then the retiree shall be enrolled in the single BC/BS PPO 812 plan.

If the employee retiring under this agreement becomes Medicare eligible and has legal dependants, the retiree will have the right to maintain BC/BS PPO 812 family plan until such time as the dependent(s) are no longer eligible for healthcare coverage under this agreement. At such time the retiree shall be enrolled in the BC/BS of WNY 2009 Traditional Blue Medicare PPO 799 Out of Area Plan.

The PPO 812 will be available only to those retired employees who reside in an area outside the eight Western New York counties currently served by the Blue Cross/Blue Shield POS plans listed above for more than 180 days in a calendar year.

Any retiree who chooses to relocate outside the eight Western New York Counties served by the POS plans any time during their retirement can opt into the PPO 812 National plan.

Benefit summaries for these plans are as outlined in the attachments and are part of this agreement.

3. Residency

All retirees participating in the PPO 812 National Plan may be required to submit to the City of Lockport proof of their residency outside the POS Plan coverage area. Acceptable proof of residency will be any one of the following:

- Valid driver's license
- Utility bill showing the mailing address outside the POS Plan coverage area
- Rental agreement for a property located outside the POS Plan coverage area

23.7 RETIREE BUYOUT OPTION

Any Police Officer who elects in writing not to participate in the medical plan shall receive a lump sum of \$1500.00 by reason of such non-participation. Said sum shall be paid on the first pay day in December, and will be pro-rated if necessary. If, after opting out, a member wishes to re-enter plan, the City shall process applications and pro-rate the \$1500.00 buyout.

Those individuals, who chose to receive the savings by virtue of their not participating in the medical insurance plan provided, may rejoin the plan during any open enrollment period, or upon the death of their spouse, or upon any qualifying life-changing event.

23.8 EMPLOYEE/RETIREE DEATH

The City shall allow the spouses of all employees, active and retired, to continue participation in the Medical Benefits Plan upon the death of the employee/retiree at the surviving spouse's own expense.

23.9 OPEN ENROLLMENT

The City shall make written notification to the President and Vice President of the Hickory Club ten (10) days prior to the open enrollment period, informing them of the open enrollment period. In addition, upon the request of the Hickory Club, the City of Lockport shall arrange for a representative(s) of Blue Cross/Blue Shield to make themselves available to all employees on City of Lockport property, during employee work hours for the purposes of explaining benefits to aid in selection of the employee's medical plan.

23.10 HRA ACCOUNT

P & A Administrative Services, Inc., at the expense of the City of Lockport, shall administer the HRA 105 account and the existing Flexible Spending Account 125.

If an active employee or retiree dies and said employee/retiree has funds remaining in their HRA 105 account or their Flexible Spending Account 125, those funds shall be transferred over to the employee's surviving spouse and remain with the surviving spouse until and only until the surviving spouse exhausts the remaining funds in his/her HRA/FSA account. The City of Lockport has no right to any monies in the surviving spouse's HRA/FSA account. However, the City of Lockport will not be required to make any future contributions to the HRA after the employee's or retiree's death.

For those employees hired prior to January 1, 2014 and eligible to receive the HRA, when the retiree becomes Medicare eligible and enrolls in the BC/BS of WNY PPO 799 plans and the retiree's spouse is not Medicare eligible and is enrolled in a single POS healthcare plan, the spouse will not be eligible for the HRA. When the spouse is Medicare eligible and the retiree is not Medicare eligible the retiree shall be eligible for a HRA under the guidelines of this agreement.

The following shall apply to the HRA 105 account component of the POS 203/203 Plus and POS 204/204 Plus plan options offered to all retirees and active employees:

For those employees/retirees hired before January 1, 2014 opting for the POS 203/203 Plus or the POS 204/204 Plus plans, the City shall contribute the equivalent of the difference between the annual premium of the "core" POS 201 with \$5.00 RX plan and the annual amount of the premium of the chosen plan into the HRA 105 account of each employee or retiree choosing a Medical Plan with the HRA 105 component. The HRA 105 contributions shall be made in a lump sum by the City to coincide with the initial start date of the agreed upon health plan and annually thereafter on the anniversary of the initial start date.

In addition, the City shall notify, in writing, the President and Vice-President of the Hickory Club the annual dollar amount of the City's HRA 105 contribution for each eligible POS Plan, ten (10) days prior to the initial open enrollment period and 10 days prior to the open enrollment period in all subsequent years, thereafter.

Employees hired on or after January 1, 2014 shall not have the right to an city funded HRA 105 account.

23.11 Separation from service

Should an employee separate from service, for any reason other than retirement, said employee shall be allowed to access any balance in his/her HRA account for eligible health related expenses. The separated employee may be required, due to IRS rules and regulations, to lose use of the flex-card and be required to make an expenditure that then may be submitted for reimbursement.

23.12 Change in coverage status

Should an employee/retiree's coverage status change from a PPO to POS or POS to PPO plan, said employee/retiree shall have full access to any and all monies in their HRA at the time of such coverage status change for eligible health related expenses. .

23.13 PART B PREMIUMS

As stated and referenced in this agreement and for clarification and so there is no misunderstanding, the City of Lockport agrees to fully reimburse the retiree and his/her spouse, whether in area or out of area, the full amount of their Part B premiums including any annual increases once the retiree and/or spouse is Medicare eligible for those employees hired prior to November 30, 2015. Employees hired on or after November 30, 2015 shall be governed by Section 23.0.

This reimbursement shall be paid to the retiree and/or spouse, through an HRA account set up by P&A Administrators and the City of Lockport. Retirees shall be reimbursed the full cost of Part B premiums by check or direct deposit after submitting a statement to P&A Administrators showing proof of Part B premium deduction from their social security checks.

Retiree may submit their social security stub or any other proof, on a monthly basis to P&A Administrators or once at the beginning of each calendar year at which time P&A Administrators shall send a check or direct deposit funds on a reoccurring basis at the beginning of each month.

This benefit shall continue until and only until the retiree and/or his/her spouse dies.

23.14 PRESCRIPTION DRUG REIMBURSEMENT

If a particular prescription drug is on the active employee's formulary (POS/PPO plans, in area/out of area plans) and the particular prescription drug is not on the Medicare formulary,

the City of Lockport shall reimburse the Retiree the amount of the drug prescription minus his/her co-pay, after the employee or family member exhausts all administrative and procedural remedies available.

23.15 MISCELLANEOUS

The City of Lockport and the Hickory Club PBA understand that if the Medicare plans listed in this agreement are no longer funded or supplemented by the United States Government in any way, shape or form the City of Lockport and the Hickory Club PBA will negotiate plans that are equal to or better than the currently listed plans set forth in this agreement and the plans shall continue to be paid in full by the City of Lockport and there shall be no cost or contribution to the retiree including Part B benefits or any other benefits that may be required for those employees hired prior to November 30, 2015. Employees hired on or after November 30, 2015 shall be governed by Section 23.0.

The City of Lockport and the Hickory Club understand that if at any time the Medicare plans listed in this agreement cost more than the current plans that are listed and set forth herein, the City and the Hickory Club will negotiate a plan that is equal to or better than the benefits listed in this agreement. The City understands that they cannot unilaterally change plans without the consent of the Hickory Club. The plans shall continue to be paid in full by the City of Lockport and there shall be no cost or contribution to the retiree including Part B benefits or any other benefits that may be required for those employees hired prior to November 30, 2015. Employees hired on or after November 30, 2015 shall be governed by Section 23.0.

No changes shall be made to this Medical Benefits Agreement by either party by any method, including but not limited to, Common Council Resolution or collective bargaining agreement language that has not been agreed to and ratified by the City of Lockport and the Hickory Club.

23.16 FLEXIBLE SPENDING ACCOUNTS (1-1-2003)

The City shall open and maintain a flexible spending account program, as outlined by the P & A Administrative Associates, Inc.; which shall be administered by the P & A Administrative Associates, Inc. (or such other administrator as may be mutually agreed by the parties); and which shall be made available to all police officers. The plan will be for the purpose of group insurance deductions and other options offered pursuant to the terms of the plan. The administrative costs of three (\$3.00) dollars per member per month shall be paid by the City. Any increases in such administrative costs during the term of this contract will be paid by the police officers through the P.B.A.

23.17 Repair/Replacement of Eyeglasses and Dentures

The City agrees to pay for repair or replacement of eyeglasses and dentures when not covered by Workmen's Compensation, provided they are broken or lost in the line of duty.

23.18 Healthcare Savings Clause (12-1-2013)

The parties agree the City may, with the Hickory Club's participation and consent, solicit and select the manner by which contractual health, medical and drug benefits are provided, either on an insured or self insured basis. Further, The parties agree the City may solicit and select, with the Hickory Club's participation and consent, a qualified Pharmacy Benefits Manager (PBM) to provide contractual drug prescription benefits. Should any change in PBM result in monetary savings to the City, such savings in providing those same benefits shall be shared on a 50% / 50% basis with the Hickory Club on a pro rata basis. (Hickory Club members as a percentage of all City employees and the Hickory Club members as a percent of the Union.)

ARTICLE 24: RETIREMENT AND DEATH BENEFITS

24.1 SICK LEAVE (Revised 1-1-2003)

- a. Upon retirement from active service, the value of unused sick leave time will be paid in a lump sum commensurate with the police officer's regular normal rate of pay at the rate of fifty percent (50%).
- b. The police officer shall have the option of taking his/her entire entitlement immediately upon retirement, or may elect to receive such entitlement over three years as follows:
 1. One-third of the entitlement shall be paid immediately upon retirement;
 2. Another one-third of the entitlement shall be paid one year after the effective date of retirement, and
 3. The final one-third of the entitlement shall be paid two years after the effective date of retirement.

Such entitlement shall be vested to the retiree, and in the event of the death of such police officer, any remaining entitlement shall be paid over as provided herein to the estate of such police officer.

- c. All provisions of the sick leave and vacation regulations for the City employees of the City of Lockport, New York, shall not apply during the terms of this Agreement to the members of the Police Department.

24.2 RETIREMENTS BENEFITS

- a. The City shall provide retirement benefits for all current and future officers, pursuant to Section 384-e of the New York State Retirement and Social Security Law. The City of Lockport shall bear all responsibility in paying for enrollment of all officers into the 384-e

plan and all annual premiums associated with the officers retirement plan under New York State retirement rules and regulations.

24.3 DEATH BENEFITS

- a. In the event of the death of a police officer, his estate shall be paid all earned, but deferred benefits such as wages, compensatory time (to be paid for in cash), overtime pay, holidays, unused vacation time, unused-personal leave days, accrued sick leave, and other like compensation.
- b. The City shall furnish to all police officers the protection afforded under Section 208-b of the General Municipal Law of the State of New York, relative to benefits for deceased member's families, arising out of death in the line of duty.

ARTICLE 25: LIGHT DUTY

25.1 PURPOSE

The purpose of this program is to afford light duty/transitional work opportunities to all members of the Department who are temporarily unable to perform the essential functions of their regular duties. These light duty opportunities will remain of a temporary nature while the affected employee undergoes treatment and/or the recovery process.

25.2 POLICY

Temporary light duty assignments are for sworn personnel in this Department who, because of a disability, are temporarily unable to perform their regular assignments but who are capable of performing alternative duty assignments. Use of such assignments can provide employees with an opportunity to remain productive while convalescing as well as to provide a work option for employees who may otherwise risk their health and safety, or the safety of others, by remaining on duty when deemed by medical personnel to be physically or mentally unfit for their regular assignment. Therefore, it is the policy of the City of Lockport and of this Department that eligible personnel be given a temporary light duty assignment which is consistent with this policy and the labor policies of the City of Lockport.

25.3 DEFINITIONS

1. Collective Bargaining Agreement (CBA) – The Collective Bargaining Agreement between the Hickory Club and the City of Lockport.
2. Department – City of Lockport Police Department.
3. Disability – Any medical condition, whether sustained on or off duty, which prevents a member from performing regular assignments. Disability also includes pregnancy.
4. Eligible Personnel – Any full-time sworn member of this Department suffering from a medically certified illness, injury, or disability requiring treatment of a licensed healthcare provider and who, because of said injury, illness, or disability is unable to perform their regular assignment but is capable of performing alternative assignments.

5. Employer – City of Lockport.
6. Family and Medical Leave Act (FMLA) – Federal Law provides for up to twelve (12) weeks of leave for workers, in addition to leave provided by this Department, due to illness, injury, or certain other family conditions and situations.
7. Medically Certified Illness, Injuries, or Disability – Such condition as verified by personal treating physician of member.
8. Member – Full-time sworn member of the City of Lockport Police Department, also referred to as “Employee”.
9. Full-Time Light Duty Schedule – A Member who is working his/her regular full-time work departmental schedule assigned to his/her Division, but is assigned to temporary light duty as outlined in this agreement.
10. Full Day Light Duty Officer – A Member who is on temporary light duty and is working an 8-hour work day.
11. Partial Day Light Duty Officer – A Member who is on temporary light duty and is working less than an 8-hour work day.

25.4 GENERAL PROVISIONS

1. Temporary light duty must be provided for members who have been certified by member’s physician for temporary light duty.
2. Temporary light duty must be provided only for members who have sustained a disability.
3. Assignments may be changed at any time, upon approval of member’s treating physician, if deemed in the best interest of the Member of the Department.
4. This policy does not affect the privileges of employees under FMLA, the Fair Labor Standards Act, the Americans Disabilities Act, or any other applicable Federal or State Law, or member’s rights to grievance procedures under the Collective Bargaining Agreement, or section 207(C) of the General Municipal Law.
5. Assignment to temporary light duty shall not affect an employee’s payroll classification, pay increases, promotions, or retirement benefits.
6. Light duty assignments shall be temporary, and no light duty assignment shall exceed six (6) months in duration. No member assigned to light duty shall be eligible for overtime.
7. In the event the employer has reason to believe that a disability is likely to qualify a member for permanent retirement, then the employer shall have the option of commencing the medical review process as set forth herein.

8. A member shall be deemed eligible for secondary employment when said member is capable of working a full-time light duty schedule.
9. Depending on the nature and the extent of the disability, an officer on temporary light duty may be prohibited or restricted from wearing the Departmental uniform, carrying the service weapon, or otherwise limited in employing police powers as determined by the Chief of Police.
10. Officers may not refuse light duty assignments which are supported by member's treatment provider or which have been otherwise certified pursuant to the medical review process as set forth herein.
11. The Department shall be required to create and maintain light duty positions. However, the Department shall not arbitrarily eliminate any existing light duty position, nor create any new light duty position which is inconsistent with those described in Section 25.7, Schedule A "Duty Checklist".
12. Medical Review Process – the Medical Review Process shall be available to determine questions of eligibility for permanent retirement and eligibility for performance of light duty as follows:
13. In the event the employer believes a member is eligible for permanent disability retirement or is eligible for light duty despite contrary finding of member's physician, then employer may require examination of a member by employer's designated physician.

If said two medical examinations do not concur, then member shall be required to have a third examination (independent medical examination) by a mutually agreed upon physician selected by the member and the employer, at the expense of the employer. This exam will be scheduled within 30 days of member's receipt of report from employer's physician.

Said third physician will be one who specializes in that particular field of disability of said member, chosen by said member subject to employer approval. Such approval shall not be unreasonably withheld.

A physician that has already treated and/or diagnosed said member for that particular injury or disability in question will be excluded from participating in any third examination (IME).

(Member shall not be entitled to such independent examination in questions of eligibility for light duty, for which member has already been examined by member's physician and determined to be eligible.)

In situations where the above two medical examinations do not concur:

- I. In questions of permanent retirement, member shall not be deemed eligible unless and until said third examination supports employer's position.
- II. In questions of eligibility for light duty, member shall not be deemed eligible unless and until said third examination supports employer's position.

14. Member will be assigned to light duty on the member's regular work shift and Division prior to the member's disability. This includes, but not limited to, Patrol Division, Detective Division, Support Service Division.
15. If more than one full day light duty officers are working, only one officer will count towards minimum manning.
16. If more than one full day light duty officers are working, said officers will rotate in the Comm I position if the member is cleared by the medical review process set forth herein.
17. Members assigned to the Patrol, Detective, and/or Support Service Divisions and are eligible for temporary light duty, that member will not leave Police Headquarters to perform any work function for the City of Lockport.
18. In no case shall light duty assignment to a particular shift be made for punitive or disciplinary reasons.
19. Ranking officers on temporary light duty shall hold no rank.
20. Members on full day light duty shall only count toward established shift manpower standards if said member is qualified under the medical review process to work the Comm 1 position as set forth in Schedule A.

25.5 TEMPORARY LIGHT DUTY ASSIGNMENTS

Temporary light duty assignments may be drawn from a range of technical and administrative areas, consistent with Section 25.7, Schedule A and subject to the medical review process as set forth herein.

In addition to the considerations listed above, decisions on temporary light duty assignments shall be based on the availability of an appropriate assignment given the member's knowledge, skills, abilities, and physical limitations placed upon the member.

25.6 SUBMISSION OF MEDICAL CERTIFICATIONS

When a member is certified for temporary light duty assignment, the healthcare provider's notice shall be forwarded to the Deputy Chief or Chief of Police.

Pending the submission of a medical certification, an employee may be reassigned if, in the opinion of the Chief of Police, failure to reassign may jeopardize the safety of the member, other employees, or the public.

The checklist annexed hereto as Schedule A shall be illustrative of the nature and scope of available light duties, and shall also include duties consistent with those set forth therein, and may be used by member's medical provider in making initial determination on member's eligibility for said duties.

25.7 SCHEDULE A: DUTY CHECKLIST

Regular Duty Assignments: Police-Related Duties

- Patrol (Uniformed, Armed, Wear Duty Belt and Body Armor)
- Arrest
- Search of Persons, Property, and seizure of Persons, Property
- Operate Motor Vehicle – Pursuit Driving
- Operate Motor Vehicle – Normal Operation
- Walking
- Running
- Climbing, Crawling
- Render Physical Assistance
- Physically Control Persons in Custody
- Also includes those duties listed below under light duty

Light Duty Assignments

Dispatch Desk

- Comm 1 (Answer land line telephones and E911 lines, NYSPIN terminal, dispatch road patrol, take complaints and walk-up window at Police Station (separated from public via bulletproof glass; armed, uniformed member on duty at all times even if dispatch desk is staffed by members on light duty)
- Bicycle Registrations
- Parking Permits and Handicap Permits

Report Taking

- Report writing and reviewing
- Motor Vehicle Accident Reports (In-House)
- Conduct Interviews

Clerical

- File Maintenance
- Typing
- Word Processing
- Answer Telephones
- Computer Data Entry
- Photocopying
- Spreadsheet and Database Work
- Freedom of Information Law Requests

Administrative

Research Projects

- Statistical Data Gathering and Analysis
- Traffic Counts and Studies

Breath Testing Equipment Calibrations
Public Relations

ARTICLE 26: DISPATCH

- 1) The Lockport Police Department shall be answering point for the City of Lockport's E911 system and 24 hour telephone service. Members of the PBA shall dispatch and provide the 24 hour service for all landline and E911 **Police calls** for the City of Lockport.
- 2) The most senior Patrolman on duty shall be the Communication Patrolman. The position of Communication Patrolman shall be determined by shift seniority. The senior Patrolman may only be able to decline the position of Communication Patrolman at the discretion of the Shift Supervisor with the Chief of Police having ultimate authority.
- 3) In the event that there is no Shift Supervisor working in communications, the most senior Patrolman shall be Acting Lieutenant and shall work in the communication room as the Communication Supervisor. The position of Acting Lieutenant shall be determined by shift seniority. The senior Patrolman may only be able to decline the position of Acting Lieutenant at the discretion of the Shift Supervisor with the Chief of Police having ultimate authority. The next most senior Patrolman shall then be the Communication Patrolman. The position of Communication Patrolman shall be determined by shift seniority. The senior Patrolman may only be able to decline the position of Communication Patrolman at the discretion of the Shift Supervisor with the Chief of Police having ultimate authority.
- 4) The Shift Supervisor's first two days of their scheduled work week shall be as the Road Supervisor, and the other supervisor on duty shall be the Communication Supervisor. The Shift Supervisor's last two days of their scheduled work week shall be as the Communication Supervisor, and the cycle shall then be repeated. In the event that there is only one Shift Supervisor on duty, said Shift Supervisor shall be the Road Supervisor.
- 5) The City of Lockport shall provide CPR training on a yearly basis to all Police Officers of the Police Department. The City shall also provide yearly training for use of the "flip charts".
- 6) Any training not mentioned herein that comes up after the ratification of this agreement will be brought to the attention of the Safety and Health Committee per Article 4 of the current CBA between the PBA and the City.
- 7) No changes will be made including, but not limited to, the Lockport Police Department's rules and regulations, operating procedures, or personnel regarding communications and/or dispatch, or any other functions that deals with communications and/or dispatch and/or the manning of the same unless it has been agreed to in writing by both the City of Lockport and the PBA.
- 8) The City has required of PBA members additional responsibilities, training requirements, and dispatch duties previously performed by members of the Lockport Firefighter's Association. Therefore, the City agrees to modify, retroactive to January 1, 2012, the wages of the PBA members as currently set forth in Article 12.1 of the parties current Collective Bargaining Agreement by increasing the wages on the

member's base pay by 3.25% as indicated and incorporated herein, and attached as Appendix "A" Amended as per MOA dated 07-19-12.

- 9) Communication Patrolman: A Patrolman that is assigned to dispatching duties for the City of Lockport Police Department as outlined in this Memorandum of Understanding.

Communication Supervisor: A Patrol Captain or Acting Captain, Patrol Lieutenant, or Acting Lieutenant that is assigned to dispatching duties for the City of Lockport Police Department as outlined in this Memorandum of Understanding.

Shift Supervisor: Captains and Lieutenants

- 10) An officer that is working a holdover shall not be entitled to work as Communication Patrolman unless all other officer's working that shift decline and the guidelines stated above are met.
- 11) In the event of a Shift Supervisor holdover, the Shift Supervisor already scheduled to work that shift will have the discretion to work as the Road Supervisor or Communication Supervisor.
- 12) This Memorandum of Agreement is incorporated by reference into the parties current Collective Bargaining Agreement. All other terms and conditions of said current Collective Bargaining Agreement not specifically addressed herein, including but not limited to Articles 12.2, 12.3, and 12.4 shall remain in full force and effect.
- 13) This Memorandum of Agreement shall begin the first Monday following receipt by the City of written notice of ratification by the PBA members.
- 14) Salary pay increases incorporated herein and attached as Appendix "A" Amended as per MOA dated 07-19-12.
- 15) This shall settle all issues, including monetary, with the Hickory Club PBA from their filing of both a grievance dated May 7, 2010 and improper practice charge with PERB dated November 30, 2010 relating to the assignment of dispatch to the City of Lockport Police Department from the Lockport Fire Department on or about April 2010. This settlement shall be retroactive to January 1, 2012.

ARTICLE 27: CONTINUATION OF BENEFITS

25.1 CONTINUATION OF BENEFITS

Upon, the expiration of the term of this Agreement, all terms, conditions, benefits, etc., hereunder, shall continue until a successor agreement is approved and executed.

ARTICLE 28: SAVINGS CLAUSE

26.1 SAVINGS CLAUSE

Should any provision of this Agreement be found to be in violation of Federal, State, or Local Law or Ordinance by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 29: ENTIRE AGREEMENT

27.1 ENTIRE AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of police officers in the unit. The parties acknowledge that they have had the opportunity to present and discuss the proposals' on any subject which is (or may be) subject to collective negotiations. Any prior commitment or agreement between the Employer and the Union or any individual police officer covered by this Agreement is superseded.

ARTICLE 30: APPENDIX A through G (1-1-2016)

Appendix A : Wage Schedule (1-1-2016) (Illustrative purposes only)

Appendix B : Light Duty Agreement (incorporated into CBA)

Appendix C : Dispatch Agreement (1-1-2016) (incorporated into CBA)

**Appendix D : Departmental Manning/Positions Charts (1-1-2016)
(Illustrative purposes only)**

Appendix E : Hickory Club Healthcare Retirement Contract (1-1-2016)

Appendix F : Summary of Healthcare Benefits (Illustrative purposes only)

Appendix G : Garrity Statement

ARTICLE 31: TERMS AND RENEWAL AGREEMENT

31.1 TERMS and RENEWAL AGREEMENT

This Agreement shall be effective as of the first day of January 1, 2013 and shall remain in full force and effect until the thirty-first day of December, 2023.

Hickory Club P.B.A., INC.

City of Lockport

By: _____
Paul Zapp, President

By: _____
Anne McCaffrey, Mayor

By: _____
Robert Boreanaz
Hickory Club Counsel

By: _____
David Blackley
Deputy Corporation Counsel