

**AGREEMENT**

**BETWEEN**

**TOWN OF AMHERST**

**COUNTY OF ERIE, NEW YORK**

**AND**

**AMHERST POLICE CLUB, INC.**

**January 1, 2025 – December 31, 2028**



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## **LEGISLATIVE REVIEW**

It is agreed by and between the parties that any provisions 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.

## **PREAMBLE**

This agreement entered into by and between the TOWN OF AMHERST, ERIE COUNTY, NEW YORK and the AMHERST POLICE CLUB, INC. for the purpose of establishing for those employees covered by this agreement equitable and uniform wage rates and working conditions compatible with joint responsibilities of the Town and its employees to serve the public. It shall be the further purpose of this agreement of the parties to promote the highest degree of effectiveness in the conduct of the Town's services.

## **WITNESSETH**

It is mutually agreed and understood that this agreement is made and executed pursuant to the Public Employees Fair Employment Act, Article 14 of the Civil Service Law of the State of New York, as now is in effect and as may hereinafter be amended from time to time, and also pursuant to the provisions of the Local Laws of the Town of Amherst.

For purposes of this agreement, the parties hereto shall be hereinafter referred to as follows :

- Town of Amherst, "Town"
- Amherst Police Club, Inc., "Club".

## **ARTICLE 1** **RECOGNITION**

The Town hereby recognizes the Club as the exclusive bargaining agent for all Police Officers in the Town except the Chief of Police and Assistant Chief of Police.

The Club agrees that it will not interfere with, coerce or intimidate any employee into joining the Club. The Club recognizes that no employee is required to join the Club but that every employee has the right to choose of his own free will as to whether or not he will or will not join the Club.

The Town agrees that it will not interfere with, coerce or intimidate any employee because of his membership in the Club.

## **ARTICLE 2** **MANAGEMENT**

Without limitations upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Town Board and Department Heads shall have the

unquestioned right to exercise all normally accepted management prerogatives subject to the grievance procedure hereinafter provided, including:

- A. Subject to the provisions of the Civil Service Law of the State of New York and such rules as the personnel officer of the County of Erie may adopt and make applicable to the Town, to appoint such employees as it may require for the performance of its duties, fix and determine their qualifications, duties, job titles and compensation, to suspend, discharge, discipline, promote, demote or transfer or release employees because of lack of work or for other proper and legitimate reasons.
- B. The right to fix operating and personnel schedules, determine workloads, arrange transfers, order new work assignments and issue any other order or directive intended to carry out the managerial responsibilities and duties imposed upon the Town officials by law.

### **ARTICLE 3** **MANAGEMENT'S RESPONSIBILITIES**

1) Equality of Opportunity

It is agreed by the Town, the Department and the Police Club, that the Town is obligated legally and morally, to provide equality of opportunity, consideration and treatment of all members employed by the Department in all phases of the employment process.

2) Labor Organization

The Town will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreements with any such group or organization which would violate any rights of the Club under this contract.

3) Discrimination

The Town shall not discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization. The Town shall not discriminate against any employee because he has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the labor organization recognized under the terms of this agreement.

4) Meetings, Etc.

The Town or Chief shall not refuse to meet, negotiate or confer on proper matters with representatives of the Club as set forth in this agreement.

5) Fair and Impartial

The Town shall so administer its obligations under this agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

**ARTICLE 4**  
**DISAFFIRMATION OF RIGHT TO STRIKE**

The Club affirms that it does not and will not assert the right to strike or to engage in other stoppage of work or slow down by its members against the Town, nor to assist or participate in any such acts, nor to advise, urge or impose upon its members an obligation to conduct, assist or participate in such a strike or other acts as herein defined.

In the event that the Club or any of its members shall violate any of the provisions of this section, the Club or its said members shall be subject to all the penalties authorized by law.

**ARTICLE 5**  
**CIVIL SERVICE PROCEDURES**

Appointment, promotion, transfer, reinstatement, probation, disciplinary action, retirement and other Civil Service procedures shall be pursuant to the Rules for the Classified Civil Service for the County of Erie and the provisions of the laws of the State of New York, unless stipulated to the contrary in this contract.

**ARTICLE 6**  
**POLICE CLUB DUES CHECK OFF**

1) Dues

The Town agrees to accept and honor signed payroll deduction forms which read as follows:

**AUTHORIZATION TO CHECK-OFF UNION DUES**

TO: TOWN OF AMHERST

I hereby assign to the Amherst Police Club, Inc. and authorize you to deduct from wages hereafter earned while this authorization remains in effect, an initiation fee amounting to \$\_\_\_\_\_ and membership dues and assessments amounting to \$\_\_\_\_\_ per month (or the amount certified by the Town by the Club treasurer in accordance with its By-Laws). This deduction shall be taken from the pay bi-monthly. This sum shall be paid over to the treasurer of the Amherst Police Club, Inc. within ten days after the last deduction of each month. The authorization may be terminated by me at any time by giving you thirty (30) days notice in writing and sent by certified mail.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Ident. No.          Date

2) Change in Working Methods or Conditions

The Town shall notify the Club at least seven days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Town has no control.

3) New Classifications

The Town agrees that in the event it establishes new classifications, it will furnish the Club with the new job descriptions.

4) Monthly Meetings

The Club shall be allowed to use the police conference room in Police Headquarters for monthly meetings, if scheduled in advance, at no cost to the Club.

5) Storage of Equipment

The Club shall be allowed to store ordinary and necessary Club equipment, including a filing cabinet, at no cost to the Club, with permission of the Chief of Police.

6) Bulletin Boards

The Club shall have the right to post notices and communications upon the bulletin boards maintained in the locker room of Police Headquarters. The material posted shall be restricted to union business and will not contain salacious or non-union political material.

7) Release Time for P.C.N.Y. / N.A.P.O. / Western NY Police Association

A. Police Conference of New York (P.C.N.Y.)

i. Police Conference Monthly Meeting

Two (2) representatives of the Police Club shall be allowed to attend meetings of the Police Conference on a frequency of once a month during the legislative session for a period of not to exceed three (3) days, with no loss of pay.

ii. Police Conference Convention

Up to ten (10) representatives of the Club who are designated to represent the police officers shall have the right to attend the Police Conference state-wide convention, with no loss of pay and not to exceed five (5) days per year. Work schedules and days off will remain the same. The foregoing designation of Police Officers will be done in a manner to ensure that no more than twenty percent (20%) of the complement of each of the Traffic and Detective Divisions shall be selected. On or about January 31 of each year, the Club shall furnish the Chief of Police with a tentative list of officers proposed to be designated to attend the Police Conference.

B. Nation Association of Police Organizations

i. Annual Convention

Two (2) representatives of the Police Club shall be allowed to attend the annual convention once a year for a period not to exceed seven (7) days, with no loss of pay.

ii. Meetings

The Club President or his designee shall be allowed to attend any other seminars or legislative meetings not to exceed three (3) days for each meeting, with no loss of pay.

C. Western New York Police Association, Inc.

i. Meetings

Any club member, who holds an executive office with the Western New York Police Association, Inc., may attend any and all meetings of this organization with no loss of pay.

8) Club President and Vice President Excused

The Club President and Vice President shall be excused from duty, with pay, to attend any and all Amherst Police Club, Inc. meetings so that they may rightfully represent their membership.

9) Police Club Executive Board Members

Sufficient Police Club Executive Board members to constitute a quorum shall be excused from duty, with no loss of pay, to attend Executive Board special and regular Club meetings so long as it does not seriously affect the operation of the Department, as determined by the Chief of Police. Seven (7) days advance notice will be given the Department whenever possible.

10) Annual Police Ball

The Club shall have the right to conduct an annual Police Ball and present awards to their choice of outstanding officers of the year at said Ball. The Club President and Vice President will be excused from duty with pay to attend said Ball.

11) Negotiations

For the purpose of negotiating renewals or extensions of this collective bargaining agreement, the Town agrees to continue its practice of allowing up to five (5) officers time off from duty, upon reasonable advance notice to the department, for the purpose of attending and participating in negotiating sessions. In addition, a maximum of twenty-four (24) hours shall be allowed to the negotiation committee, upon reasonable advance notice to the department, in the three (3) month period prior to the actual commencement of negotiations and during the period of negotiations, for the purpose of preparing for negotiations. The Club shall provide the Town with a list of names of such officers prior to the start of negotiations.

12) Club Officers Release Time

A. President

The union President shall be entitled to a total of (24) hours per month for union business.

B. Vice President

The union Vice President shall be entitled to a total of eight (8) hours per month for union business.

C. Treasurer

The union Treasurer shall be entitled to a total of four (4) hours per month for union business

The Chief of Police shall approve the use of such hours each month, and such total shall not be exceeded except for in the case of emergency.

## **ARTICLE 7** **GRIEVANCE PROCEDURE**

- 1) The Town and the Club desire that all officers of the Club be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest level and that nothing in this article should be interpreted as discouraging an officer or his representative from discussing any problem in an informal manner with his immediate supervisor or department head. Such discussion shall not interfere with the right of any officer to process grievances through the grievance procedure.
- 2) Grievances shall be processed in accordance with the provisions of this article. The term "grievance" as used herein shall mean a complaint by either party to this contract that there has been a violation, misapplication, misinterpretation, or inequitable application of this agreement or of the Rules and Regulations of the Amherst Police Department: provided, however, that the term "grievance" shall not apply to any matter as to which
  - A. A method of review is prescribed or provided by law or by any regulation having the force of law: or
  - B. The Town is not empowered to act.
- 3) To encourage the resolution of the grievance at the department level, it shall be the fundamental responsibility of supervisors at all administrative levels to make prompt determination respecting grievances in accordance with these procedures. Both parties shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination and reprisal by any person or party to this agreement.
- 4) An officer may be represented at all steps of this grievance procedure by the Club or counsel, or both. All grievance meetings shall be mutually agreed upon and scheduled by the parties.
- 5) When several members of the Club have an identical grievance, the Club may select one individual case for processing, with the understanding that the decision in such case shall be applied to the other identical case.
- 6) A record of all grievances filed pursuant to these procedures and the disposition made thereof shall be maintained by the Police Department for reference purposes.
- 7) The time limit specified herein shall be observed, unless extended in writing by mutual agreement of the parties. Failure of the grievant to request review of a determination made at any step of the grievance procedure within the specified time limit shall automatically conclude the grievance process as to such grievance.
- 8) Grievances shall be filed within five (5) working days from the time the grievant becomes aware of the facts or omissions which gave rise to the grievance, unless for good cause, the grievant is unable to do so.

### **STEP 1**

The grievant shall present his grievance orally to his immediate supervisor and attempt to adjust the matter.

### **STEP 2**

If the grievance is not satisfactorily adjusted at Step 1, the grievant shall present his grievance in writing, on a form to be provided, to his immediate supervisor within five (5) working days from the decision at Step 1. The written grievance shall contain a factual statement outlining the acts constituting the grievance, the date, time and place of the occurrence, and the relief requested. The written grievance shall contain a statement of the section of the Collective Bargaining Agreement or the written Rules of the Police Department which he contends has been violated. The immediate supervisor shall give his answer in writing within five (5) working days of the receipt thereof.

### **STEP 3**

If the grievance is not satisfactorily settled at Step 2, the Police Club representative, within five (5) working days, shall forward the grievance to the Club's Grievance Committee.

If, upon review of the grievance, the Committee believes the grievance is valid, it will forward a copy of the written grievance and the written answer of the immediate supervisor to the Chief of Police within five (5) working days of receipt of the grievance by the Grievance Committee.

The Chief of Police shall, within a period of five (5) working days of presentation to him, discuss the matter with the Grievance Committee in an attempt to satisfactorily settle the grievance. Should this discussion fail to produce a satisfactory settlement within five (5) working days from the date of completion of the discussion, then separate written reports of the dispute shall be made by the Grievance Committee and the Chief of Police.

The written report made by the Club Grievance Committee and the Chief of Police at Step 3 shall be filed within five (5) working days with the Personnel Director, and at the same time, served on the other party.

The Club Grievance Committee shall consist of three (3) members selected by the Club. One Committee member shall be permitted to leave work with no loss of pay after notice to his Supervisor for the purpose of adjusting a grievance at Steps 1 and 2, and all three Grievance Committee members shall be permitted to attend the meeting at Step 3 with the Chief of Police with no loss of pay.

### **STEP 4**

Should the grievance fail to be resolved, as outlined at Step 3, either of the parties may avail themselves of the services of the Public Employment Relations Board to provide a list of five (5) arbitrators. The arbitration proceeding shall be conducted by the arbitrator as soon as possible after

his selection. The method of selection of the arbitrator shall be that the party requesting arbitration shall strike one name of the five submitted and the other party shall then strike one name. This procedure shall be repeated until one arbitrator remains. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the hearing is concluded.

The parties shall share the cost of the arbitrator equally.

The arbitrator is prohibited from adding to, subtracting from, or modifying the terms of the Collective Bargaining Agreement or the written Rules and Regulations of the Department. Each party shall be responsible for compensating its own representatives and witnesses. The grievant and the three Grievance Committee members shall be permitted to attend the arbitration hearing but shall not be paid by the Town for said attendance, except for one Grievance Committee member who shall be excused from duty with no loss of pay.

If either party desires a verbatim record of the proceeding, it may cause such record to be made, provided it pays for the record and makes a copy of the record available, without charge, to the other party and the arbitrator.

#### **STEP 5**

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

### **ARTICLE 8** **COMPENSATION**

#### 1) Salary

- A. *Effective January 1, 2025*, the Town will increase the compensation to employees as set forth on Schedule A, hereto attached, reflecting a 3.5% increase.
- B. *Effective January 1, 2026*, the Town will increase the compensation to employees as set forth on Schedule A, hereto attached, reflecting a 4.25% increase.
- C. *Effective January 1, 2027*, the Town will increase the compensation to employees as set forth on Schedule A, hereto attached, reflecting a 4.5% increase.
- D. *Effective January 1, 2028*, the Town will increase the compensation to employees as set forth on Schedule A, hereto attached, reflecting a 4.75% increase.
- E. Calculation of Daily/Hourly Rate
  - i. *Effective January 1, 2000*, the daily rate of pay for officers shall be obtained by dividing the base annual salary by 252. The hourly rate of pay shall be obtained by dividing the daily rate of pay by 8.

F. Traffic Division

- i. Officers appointed to and serving as Accident Investigators shall receive an additional adjustment to the patrolman base salary as noted in schedule A.
- ii. Officers appointed to and serving as Senior Accident Investigators shall receive an additional adjustment to the patrolman base salary, upon the completion of basic crash management, advanced crash management, and accident reconstruction, (or equivalent courses) as noted in schedule A.
- iii. Officers appointed to Accident Investigator or Senior Accident Investigator must complete all (3) courses listed above in section ii (or equivalent courses) within a reasonable amount of time in order to keep said appointment and remain in the Traffic Division.

G. Range Officer

- i. The officer assigned to the range, as the Range officer shall receive an adjustment to the patrolman base salary as noted in schedule A.

H. *Effective July 1, 2008*, Officers hired on or after this date shall be eligible for their first step increase, as outlined in Schedule A, hereto attached, following completion of eighteen (18) months of service.

2) Promotional Pay

Upon promotion or appointment to a higher paid classification or position within the negotiating unit, such police officers shall receive the salary rate for that higher paid classification or position commencing upon appointment.

3) Lieutenants

At least two (2) Lieutenants shall work each shift. If for any reason two (2) Lieutenants are not available, the Chief of Police, at his discretion, may elect to appoint an acting Lieutenant.

4) Acting Assignments

Among those officers who are determined to be qualified by the Chief of Police, acting assignments for the position of Road Lieutenant shall be equally distributed.

5) Higher Rated Work

When any employee is performing higher rated work for a period of more than two consecutive hours, but less than four consecutive hours, the subordinate shall receive the higher rate of pay for four hours. When performing higher rated work for more than four consecutive hours, but less than eight consecutive hours, the subordinate shall receive the higher rate of pay for eight hours. When performing higher rated work beyond eight consecutive hours, the subordinate shall receive the higher rate of pay for the time worked.

6) Briefing Time

All employees are required to attend customary briefing sessions, inspections and line-ups of fifteen (15) minutes duration each day. As compensation for the foregoing, employees shall be paid an

additional two and one-half (2-1/2) hours pay per week at straight time rates. This payment shall be limited to days actually worked and authorized paid leave days.

7) Overtime

A. Overtime

All work performed over eight (8) hours and fifteen (15) minutes in anyone day, and excluding briefing time paid under Article 8 (Section 6) hereof, shall be considered as overtime and paid for at the overtime rate of time and one-half. However, a police officer must have worked a full forty (40) hour week before time and one-half rate is paid. Paid absences for holidays, vacation, personal leave, blood donation time, jury duty and bereavement shall be considered as time worked for the purpose of computing overtime. Absences from work for any other reason, regardless of whether such absences are otherwise compensated or paid for including, without limitation, absences for sick leave and compensatory time shall not be considered as time worked.

B. Compensatory Time

Employees shall have the option to elect compensatory time, if requested, at the straight time hourly rate or time and one-half rate, whichever is applicable, provided that adequate notice of the election is made to and is approved by the department's scheduling authorities. The Town will have the right to buy back compensatory time on the books for all officers, or a portion of such compensatory time over 50 hours. If an officer has over 50 hours accumulated, the Chief may, at his option, order the officer to take the time off or pay the officer for all or a portion of the hours over 50. The Chief will exercise this option right from November 15 to December 15 of each year.

8) Recall

- A. If an officer is recalled after he has returned home, he shall be guaranteed a minimum of three (3) hours pay at the overtime rate.
- B. When necessary to contact a supervisory officer during off-duty hours for supervisory direction and decision making the officer shall receive (1) hour of compensation at the straight time rate. In the event the contact results in the supervisory officer returning to duty, the supervisor shall receive recall in lieu of one hour of straight time pay. This clause shall pertain only to those conditions where the on-duty officer is not authorized to render a decision due to the unusual nature or significance of the event or situation, or pursuant to the department standard operating procedures. Examples include but are not limited to police emergencies, serious crimes, important personnel matters, or unusual circumstances where notifying the supervisory officer is in the best interest of the police department.

9) Overtime Meals

A meal, or a meal allowance of \$7.50 in lieu thereof, shall be allowed for all overtime work of not less than four (4) hours. The election to provide the meal or the money shall be made by the Chief of Police or his designee. Where possible, a one-half hour meal period will be allowed.

10) Court Time

- A. Any officer who, in connection with his duties, appears in court in the Town of Amherst or the Village of Williamsville Court shall be paid at the overtime rate for the number of hours spent in court with a minimum of three (3) hours pay for each court appearance.
  - i. If an officer has more than one court appearance for Town or Village Court within Amherst and the scheduled times are three or more hours apart then the officer is guaranteed a minimum of six (6) hours of overtime court pay. If the scheduled times are less than three hours apart then the officer shall be paid as if it was for one appearance.
  - ii. If an officer has more than one court appearance in different venues, (i.e Grand Jury and Amherst Town Court) regardless of the scheduled times, then the officer is guaranteed a minimum of six (6) hours of overtime court pay.
- B. Court time shall include physical and virtual appearances before recognized administrative bodies such as the Motor Vehicle Bureau, the State Liquor Authority, etc.
- C. Time spent by an officer traveling from his home to Amherst Town Court or Village of Williamsville Court is home to work travel and is not considered hours worked for computation of pay. If an officer travels to court outside the Town and travels less than 25 miles in one direction as calculated from Police Headquarters that time is considered home to work travel and is not considered hours worked. If an officer travels more than 25 miles in one direction as calculated from Police Headquarters, or is ordered to take a departmental vehicle, or has to prepare material or transport material from Police Headquarters to court that time is considered hours worked for the purposes of calculating court overtime pay.
- D. An officer scheduled to appear in the Town of Amherst Court will be paid the minimum appearance time in the event of an adjournment, unless he is given notice of the adjournment at least three (3) hours prior to the scheduled appearance time.
- E. With respect to PERB conferences and hearings, each party must be notified of witnesses appearing on their respective behalf at least seven (7) days prior to the conference or hearing.

11) Appointments and Promotions

- A. The Town agrees to request from the Civil Service of Erie County a new examination within one month after the expiration date of an existing list.

- B. All existing promotional vacancies shall be filled within thirty (30) days from the time the vacancy occurs and a valid promotional list exists, unless the Town intends to abolish said position.
- C. Where a temporary assignment is made to a position, for a period in excess of thirty (30) days, such assignment shall be made from the existing valid Civil Service List, if one exists.
- D. Subject to applicable law, including any requirements for appointments based on civil service examination, assignments to the Detective Bureau will be made at the discretion of the Chief of Police. The assignments include Detective, Detective Sergeant, and Detective Lieutenant. Assignments will be made pursuant to the provisions of Article 10 of this Agreement, consistent with applicable law.

12) Change of Working Hours

- A. If an officer's hours are changed without a seven-day notice, he shall be paid four (4) hours pay for each change provided; however, the change is not necessitated by an emergency and shall exclude "special teams".

13) Education Incentive

- A. Police Officers shall receive, as additional compensation, an education incentive based on the following percentages of the top base police officer's salary. The added pay is made permanent only upon completion of a degree from an accredited college or university; otherwise, credit hours are counted for the preceding six (6) years.

<b>Degree / Credit Hours</b>	<b>Percent</b>
Associate's Degree (AAS)	2.3
Bachelor's Degree – Relevant Field	4.5
Master's Degree or Professional Degree (M.A., M.S., J.D.)	5.5
Per Credit Hour Before Bachelor's	.03

- B. Officers who are probationary are entitled to credits for college courses already taken. In the event that a participant in this program returns to an accredited college or university, as defined above, having had previous credits, he will then be entitled to the increments for the prior credit hours upon his being re-accepted to a college or university of his choice and he must furnish his transcript of prior credits and an affidavit indicating his re-acceptance and the date thereof.
- C. Payments under this incentive plan shall be made twice yearly at half the annual rate, on the first payday in February and the first payday in July. Credits shall be accumulated as of the date the individual is notified by the college of his successful completion: only courses with satisfactory grades shall be counted.
- D. The scheduling of class hours shall be the responsibility of the individual and shall not interfere with scheduling that may be made by the Department from time to time.

E. *Effective July 1, 2008*, the incentive for an Associate's degree shall be eliminated for officers hired on or after this date.

14) Shift Premium

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

A. Afternoon Shift:

\$1.20/hr - *Effective 01/01/2025*

B. Night Shift

\$1.40/hr - *Effective 01/01/2025*

15) Canine Officer Stipend

A police officer, assigned to canine duty, shall be paid the sum of two and one-half (2 ½) hours of pay per week, at straight time rate, for the care, maintenance and feeding of the canine dog assigned to him.

A. The Town will pay all medical expenses for the dog and will install a dog run on the premises of the Canine Officer, and will post reasonable and necessary signs on the premises, concerning the dog.

B. With respect to the boarding and kenneling of the canine dog, the Town will be responsible for such kenneling at a kennel selected by the Department when the Canine Officer is on authorized vacation of one week or longer, or is out of town.

16) Field Training Officer

Officers assigned as Field Training Officers, shall be paid at the Detective rate of pay while training another officer. This includes, but is not limited to; the FTO and OJT programs.

## **ARTICLE 9**

### **WORK SCHEDULES AND MISCELLANEOUS PROVISIONS**

1) Work Day: Work Week

A. The workday shall consist of eight (8) consecutive hours, with a fifteen-minute briefing period prior to and in addition thereto. The workday for a police officer shall commence and terminate at Police Headquarters. Each workday shall include a paid meal period of one-half hour for each eight-hour shift.

B. Work Schedules. *Effective January 1, 1993*, officers assigned to patrol and traffic shall be assigned and work four (4) days followed by two (2) consecutive days off, followed by four (4) work days and two (2) consecutive days off, followed by five (5) days worked and two (2) consecutive days off and the cycle shall then be repeated continually to provide rotating days to officers so assigned. This schedule shall be referred to as the 4-2 / 4-2 / 5-2 work schedule. *Effective July 1, 2008*, officers hired on or after this date will continue to work a straight 5-2 work schedule for the first eighteen (18) months of service in conjunction with their probationary period as prescribed by Erie County Civil Service.

- C. Detectives shall be assigned and work a 5-5/2, 4/3 work schedule. Detective Sergeants assigned by the Chief of Police as "Shift Supervisory Detective Sergeants" will work the detective schedule.
- D. Captains, Detective Lieutenants, Detective Sergeants, Detectives, Range Officers, Headquarter Officers, Evidence Technicians, Property Control Officers, Officers assigned to computer data entry and analysis, and any other sworn police personnel who work the 5/2 / 4/3 work schedule shall receive an additional two (2) days off per year, *effective January 1, 2000*. The two (2) additional days off are flexible and an officer may choose to take those days off at their discretion, schedule permitting and according to the following: January 1- June 30 (1st day) & July 1 - December 31 (2nd day). *Effective January 1, 2001*, the same previously mentioned officers shall receive another (1) day off per year. The (3) additional days off are flexible and an officer may choose to take those days off at his discretion, schedule permitting and according to the following: January 1 - April 30 (1st day) & May 1 - August 31 (2nd day) & September 1 - December 31 (3rd day). The sixth week the officer will be assigned three (3) days off: the day off to be attached to his regular days off as determined by the Chief of Police or his designee.
- E. Special squads, which may require special hours and days, which are assigned on a temporary basis, may work varying days or hours which will be mutually agreed to by the officer(s) and the Chief of Police and will not conflict with the provisions of this agreement.
- F. The Police Department shall maintain a daily record of the attendance and punctuality of each officer. The Police Department shall establish rules regarding penalties for tardiness, which shall not preclude disciplinary action.

2) Days Off

Each officer shall be guaranteed at least two (2) consecutive days off in every seven-day period, unless mutually agreed otherwise between the individual officer and his superior, except upon changeover from one shift to another. The Chief, at his option and with adequate notice, may call officers to work for training any day they are scheduled off, three (3) days in one week to be paid at straight time rate.

3) Changed Shift Assignment

Advance notice of any shift assignment change will be given to the individual officer, if possible, and the Town will post changes in shift schedules one week in advance, except in emergency situations.

4) Overtime Rate

The overtime rate at time and one-half, when applicable, will be made pursuant to the provisions of the Fair Labor Standards Act.

5) Out-of-Town Assignments

An officer on out-of-town assignment shall be paid the reasonable cost of travel, meals and lodging when the assignment is approved by the Chief of Police. If the assignment continues for two weeks

or more, the officer shall be allowed to return home once for every two-week period at the cost of the Town. Any officer that travels more than 25 miles in one direction attending departmental training on official business and works over (8) eight hours shall be compensated for the time spent during that travel and at the overtime rate.

6) Mileage Allowance

When an officer is required to use his own vehicle on assignment, he will be paid at the rate prescribed by the Internal Revenue Service guidelines.

7) Educational Opportunities

A. Required departmental training courses, schools, seminars, etc., when scheduled, shall be so arranged whenever practical, to coincide with an attending officer's work schedule. Said courses shall be deemed in-service training when conducted during working hours.

Attendance to in-service training not conducted during working hours shall be compensated at overtime rate or recall rate, whichever is applicable.

B. The Department shall email members or post on the bulletin boards located at Police Headquarters, announcements of all courses to be given which are either compulsory for a segment of the staff or are prerequisites for promotions or improved assignment, or which may be optional for the purpose of improving the professional standard of the officer or the Department. All eligible police officers who desire to attend such courses shall have the opportunity to notify the Department of their interest. The Department will attempt to select personnel for the courses based on evaluations of an officer's training, skill, experience, education and qualifications. In the event that the foregoing considerations are subsequently equal, the more senior officers will be selected.

8) Method of Payment

It is agreed that the method of payment of wages will continue as it has in the past.

9) Payroll and Bond Savings Plan

Each officer shall have the opportunity to implement a payroll savings plan and/or bond deduction plan at a financial institution approved by the Town. Each officer shall comply with all rules and regulations of the banking institution and execute the necessary authorization to approve the payroll deductions.

10) Temporary Assignments

No police officer shall suffer any loss or diminution in benefits by reason of temporary assignment.

## **ARTICLE 10** **POSTINGS AND VACANCIES**

The Department will post on the bulletin board at least fifteen (15) days in advance notice of the existence of a vacancy or job opening in a non-competitive position. Any member of proper rank may affix his name to the notice indicating his desire to fill the vacancy. All qualified members of the Department who have affixed their names to the notice shall be considered for the assignment. Where the opening or

vacancy concerns specialized units or divisions, the notice shall set forth any unusual job characteristics. The Department will attempt to select personnel for the assignment based on evaluations of an officer's training, skill, experience, education and qualifications. In the event that the foregoing considerations are substantially equal, the more senior officers will be selected. The following chart lists assigned positions and Article 10 positions.

<b>ARTICLE 10 POSITION</b>	
Administrative Lieutenant	Intelligence Officer
Community Outreach Lieutenant	K-9
Community Outreach Officer	Quartermaster
Computer Division	Range Officer
Community Engagement & Support K-9 Officer (CESCO)	School Resource Officer
Court Officer	Sergeant
Detective *	Support Services Lieutenant
Detective Lieutenant	Task Force
Detective Sergeant	Technical Services Officer
Evidence/Property Officer	Traffic Unit
Family Offense Officer	Traffic Unit Lieutenant
Field Training Supervisor	Training Lieutenant

<b>ASSIGNED POSITION</b>	
Community Outreach Assistant	Evidence Team Supervisor
Crisis Intervention Team	Field Training Officer
Crisis Negotiation Unit	Headquarters Officer
Detective Lieutenant - Unit Assignment	Honor Guard
Detective Sergeant - Unit Assignment	Intelligence Unit Assistant
Detective - Unit Assignment	Safety Officer
Emergency Response Team	School Liaison Officer
Emergency Response Team Medic	SCUBA Team
Evidence Team	Technical Services Assistant

- Currently, appointments to the Detective position are governed by Erie County Civil Service. Should applicable laws, rules, or controlling interpretations change to otherwise permit appointments, the procedures outlined in Article 10 shall apply.

## **ARTICLE 11** **RETIREMENT**

### 1) Retirement Benefits

The Town agrees to maintain the present retirement plans as authorized by law.

### 2) Section 384-e

*Effective January 1, 1998*, the Town agrees to provide retirement benefits under Section 384-e of the New York State Retirement and Social Security Law.

3) Retired Members

Upon a police officer's retirement, they will be permitted to retain until the end of accumulated leave, all equipment they customarily carried, and their identification folder and badge which shall be marked "retired" and returned to them.

4) Section 443-f → Tier II Final Average Salary

*Effective January 1, 2003*, the Town agrees to provide retirement benefits under Section 443-f of the New York State Retirement and Social Security Law. Commonly referred to as the Tier II final average salary.

A. The Town recognizes and will honor the one-year final average salary calculation for past, present and future members of the Club, regardless of Tier.

5) Retiree Court Compensation

Retired Officers will be compensated a flat fee of \$250 per court appearance. Court notices will be submitted to the Human Resources department at Amherst Town Hall for compensation. Retired Officers will be compensated for court appearances for up to two (2) years post separation from the department.

**ARTICLE 12**  
**HOLIDAYS**

1) Number

Each police officer shall be entitled to compensation or compensatory time off for the following sixteen (16) holidays each year, regardless of the number of holidays worked:

- |                                |                      |
|--------------------------------|----------------------|
| 1. New Year's Day              | 9. Juneteenth        |
| 2. Martin Luther King, Jr. Day | 10. Independence Day |
| 3. Lincoln's Birthday          | 11. Labor Day        |
| 4. Washington's Birthday       | 12. Columbus Day     |
| 5. Good Friday                 | 13. Election Day     |
| 6. Easter                      | 14. Veteran's Day    |
| 7. National Peace Officers Day | 15. Thanksgiving     |
| 8. Memorial Day                | 16. Christmas        |

2) Holidays Falling on Weekends

When a holiday falls on Sunday, the Monday following shall be observed as the holiday, and when the holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

3) Compensatory Time

The option to take compensation or compensatory time off for holidays shall be made known no later than December 1 of the year preceding the year in which the compensation or compensatory time off would otherwise be taken and when made shall be for the entire calendar year.

4) Holiday Pay

Pay called for under this Section shall be paid the first pay in November. Each officer shall receive an additional eight (8) days pay paid at the straight time rate. This holiday pay shall be paid the first pay in November.

5) Eligibility

This article shall apply to each employee who is required to report for duty during the twenty-four (24) hour period, which comprises the holiday commencing at 12:01 a.m.

6) Retirement

Notwithstanding any other provisions of law, a member shall be entitled to be paid in cash at the time of his retirement pursuant to the Civil Service Law and other statutory provisions of the State of New York for the monetary value of the unused holiday time standing to the credit of such member at the time of his retirement, and, in case of death in service of any member, such payment shall be made to his beneficiary.

7) Additional Holidays

Each police officer shall receive as additional holiday or holidays any special day or days taken as a non-working day by the majority of other Town employees and granted pursuant to a declaration by the President of the United States, the Governor of the State of New York, the Executive of the County of Erie or the Supervisor of the Town of Amherst. Police officers shall celebrate and receive holiday benefits for those additional holidays in the same manner as other holidays specifically named herein.

8) Use of a Holiday

A police officer shall be entitled to use a holiday prior to accrual, and may accumulate holidays to use at a later time at the officer's discretion. This option to take these holidays shall be granted on a seniority basis, manpower permitting, and shall be made upon adequate notice to the appropriate supervisor. This practice shall be effective January 1, 2003 and may be extended by mutual agreement by the parties after a one-year trial basis.

9) Sale of a Holiday

All officers shall be allowed to sell any number of holidays from one (1) to sixteen (16) as they desire. If at the end of the calendar year an officer has unused holidays he may sell those back to the Town. Notification must be made no later than December 15<sup>th</sup>.

10) Super Holiday

Christmas shall be designated as a super holiday. Those officers required to work the super holiday shall be compensated at 1½ the daily rate if they work the designated super holiday in addition to any other holiday compensation to which they are entitled pursuant to this agreement. *Effective January 1, 2003*, the Fourth of July is designated as a super holiday.

**ARTICLE 13**  
**VACATIONS**

1) Entitlement

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

- |                                              |             |
|----------------------------------------------|-------------|
| - Upon Completion of (18) Months of Service  | Three Weeks |
| - Upon Completion of Five Years of Service   | Four Weeks  |
| - Upon Completion of Ten Years of Service    | Five Weeks  |
| - Upon Completion of Twenty Years of Service | Six Weeks   |

NOTE: prior vacation allotments found in this corresponding section from prior Collective Bargaining Agreements are no longer in effect and are superseded by the terms of this Agreement.

2) Cash Equivalent

Each police officer shall have the option of electing to receive the cash equivalent of his annual vacation in lieu of taking his earned vacation, in which event he shall also be paid for time actually worked, provided the officer gives notice of his election in writing no later than December 1 of the year preceding the year in which the vacation would otherwise be taken. Payment shall be made on the first payday of March. The election to receive cash may be made in installments of not less than one week's vacation entitlement.

3) Holidays Excluded

In calculating vacation time, intervening holidays will not be considered as vacation days.

4) Six Months Employment

Any officer continuously employed for six (6) months or more may be granted vacation in proportion to the number of months employed.

5) Vacations by Rank

Vacations shall be taken by rank as follows: Patrol Officers, Detectives, Detective Sergeants, Road Lieutenants, Detective Lieutenants, and Captains. All classes shall pick their vacation times by seniority. The only exceptions to this rule are: if an officer's wife is expecting a baby, or if there is an operation due in the officer's family, or if the officer is moving from one home to another. All classes are to pick a time for a vacation in their own class: there are to be no separate lists among classes. Proof of any exception is to be in writing.

6) Time of Vacation

Vacations shall be granted only at such times as the work of the Department will permit and subject to the discretion of the Department Head, unless stated otherwise within this section. If an employee is transferred or promoted, he shall have the right to maintain his previously selected vacation.

7) Vacation Not Cumulative

Vacation time shall not be cumulative, and if not taken, expires at the end of the calendar year, unless stipulated otherwise in this section. An employee, during his final two years of service, shall

be permitted to accumulate his vacation time and shall have the option to receive pay for the monetary value of the unused vacation time standing to his credit at the time of retirement.

8) Reinstatement and Leave of Absence

A leave of absence without pay or a resignation followed by reinstatement within one (1) year shall not constitute an interruption of service, provided, however, that leave without pay for more than six (6) months, or the period between resignation and reinstatement, shall not be counted in determining the eligibility for annual vacation in any calendar year.

9) Granting Accumulated Vacation Upon Resignation or Retirement

Upon separation from the service by resignation or retirement, an officer will be granted accumulated vacation, to be taken prior to the date of resignation or retirement.

10) Emergencies

Officers who are required by the Town to forego any portion of their vacation period due to emergency duty shall receive compensation pursuant to the provisions of Article 8 (Section 8) for hours worked and be given equal time off for all such time worked during the vacation.

11) Illness

In the event that sickness, disability or compensable accident occurs prior to and interferes with the scheduled vacation of an officer, the vacation will be rescheduled whenever practicable within the calendar year. If prolonged disability occurs prior to an officer's vacation and makes it impossible for him to take such vacation time that year, he shall be allowed his normal vacation pay without curtailment of concurrent Group Insurance Plan benefits, Workers' Compensation benefits, or disability pay supplement.

12) Cancelled Vacation

Vacation time due an officer during any given year which is cancelled by the Town (Police Department) and expires at the end of that year due to unavailability of time, shall be rescheduled the following year during the months of January, February or March.

13) Military

Whenever an officer enters military service, is laid off, discharged, or retires, he shall be entitled to his earned vacation, based on his services during the previous year, or in lieu thereof, paid at his basic rate of pay.

14) Death

In the case of death in service of any officer, such officer's beneficiaries shall receive pay for the monetary value of unused vacation time standing to his credit in the year that death occurs.

15) Split Vacation

An officer may take up to two (2) weeks of his vacation (i.e., ten (10) days, eighty (80) hours), in four (4) hour increments, five (5) days of which or forty (40) hours must be used by July 31st of each year; provided that (1) he gives written notice of his intention and the number of days/hours to be taken no later than December 1 of the year preceding the year in which the vacation would

otherwise be taken; (2) that the officer gives adequate notice of the day he intends to take as part of his split vacation option; (3) that the split vacation and/or the day/hours or days intended to be taken thereunder are agreeable to the appropriate supervisor. *Effective January 1, 2009*, in addition the above two weeks an officer may take one (1) week, five (5) days, forty (40) hours, used in two (2) hour increments.

## **ARTICLE 14** **PERSONAL LEAVE**

1) **Number**

Each employee shall be entitled to six (6) personal leave days per year, non-cumulative. Personal leave may be granted in minimum units of one-half day. *Effective January 1, 2009*, officers may use sixteen (16) hours of the six (6) days in two (2) hour increments.

NOTE: prior personal leave accrual rates found in this corresponding section from prior Collective Bargaining Agreements are no longer in effect and are superseded by the terms of this Agreement.

2) **Notice**

Personal leave shall be for matters that cannot be conducted during an employee's regular time off from work. Whenever possible, advance written application of 72 hours shall be submitted to the Department Head or his designee. One-half day units shall be allowed on shorter notice with the approval of the Department Head or designee as required manpower levels permit.

3) **Reason for Denial**

In the event the personal leave is denied, the Department Head shall set forth the reason or reasons for the denial.

4) **Unused Days**

Unused personal days at the end of a calendar year shall not be lost but shall be added to the employee's accumulated sick leave, not to exceed the maximum accumulation allowed under Article 15.

5) **Seniority**

In the event more personnel than the Department can allow request a personal leave on the same day, seniority shall be the determining factor.

## **ARTICLE 15** **SICK LEAVE**

1) **Sick Leave Credits**

A credit for sick leave under this rule shall be allowed at the rate of one and one-quarter working days per month of service. Such leave as is not used shall accumulate, but not to exceed 320 days. A physician's certificate as to illness or injury shall not be required unless it exceeds three (3) days in length.

NOTE: prior sick leave accrual rates found in this corresponding section from prior Collective Bargaining Agreements are no longer in effect and are superseded by the terms of this Agreement.

2) Notice of Absence on Sick Leave

When absence is required under this rule, the officer shall report the same to the Lieutenant or acting Lieutenant at least one hour before the starting time of his shift, where possible.

3) Sick Leave Records

Accurate records of the attendance and sick leave status of each officer shall be maintained and open for his inspection. Each officer will be provided with a record of his accumulated sick leave within sixty (60) days after the beginning of each calendar year.

4) Absence for Less Than One-Half Day

Absence of less than one-half day due to illness shall not be chargeable to sick leave. *Effective January 1, 2009*, officers will be charged ½ sick day for the use of four hours or less.

5) Course of Duty Injuries

When an officer is injured in the course of his duties, any time required immediately after the injury to obtain first aid or treatment by a physician shall be considered as time worked unless he is admitted as an in-patient in a hospital. Time lost from duty because of injuries sustained in the course of duty shall be compensated without deduction from sick leave accumulation, provided the officer is making sufficient recovery to enable him to return to duty in a reasonable time. Workers' Compensation payments received by the officer in connection with the injury shall be paid over to the Town. *Effective, 12/23/2009*, the Town and Police Club agreed to a procedure for implementing coverage under General Municipal Law, Section 207-c. Attached as Appendix H.

6) Physical Examinations

The expense of any physical examination requested by the Town shall be paid for by the Town and be performed during the employee's working hours.

7) Application of Rule

This rule shall not apply to temporary employees.

8) Reasons for Granting of Sick Leave

Sick leave with pay may be granted in accordance with this rule to an officer when incapacitated or unable to perform the duties of his position because of:

- A. Sickness or injury.
- B. Serious illness in the officer's immediate family requiring care and attendance of the officer. "Immediate family" shall include the parent, spouse, brother, sister, son, daughter, grandparent, or other blood relative who is an actual member of the officer's household.
- C. Quarantine regulations.
- D. Medical or dental visits.

9) Sick Leave Credits to Part-time Employees

Part-time employees who are required to work a fixed number of hours, five days per week, shall earn sick leave credits prorated on the basis of the number of hours required to work per week.

10) Extended Sick Leave

An employee may receive such additional sick leave with pay as may be approved by the Town Board, but no additional sick leave shall be approved in excess of a period of seven months in addition to sick leave accumulated by such employee. A leave of absence without pay or without a resignation followed by reinstatement within one year shall not constitute an interruption of continuous service.

11) Transfer of Sick Leave Credits

In case of transfer to a different department, accumulated sick leave shall be transferred with the employee and he shall receive credit in the department to which he is transferred.

12) Sick Leave Confinement

Officers on sick leave seeking to leave their place of confinement shall submit to the Department for approval a written request therefor and a physician's certificate that the same will aid in recuperation. The Department's approval shall not be unreasonably withheld.

13) Sick Leave Buy-back

The Town agrees that upon retirement, any accumulated, unused sick leave up to 300 days shall be bought back and paid as follows with the officer having the following options:

- A. 50% of the unused sick leave shall be immediately paid upon retirement: 25% of the entitlement shall be paid one year after the effective date of retirement, and the final 25% of the entitlement shall be paid two years after the effective date of retirement.
- B. 25% of the unused sick leave shall be immediately paid upon retirement: 25% of the entitlement shall be paid one year after the effective date of retirement, and the final 50% of the entitlement shall be paid two years after the effective date of retirement.
- C. 25% of the unused sick leave shall be immediately paid upon retirement: 50% of the entitlement shall be paid one year after the effective date of retirement, and the final 25% 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 death of such retiree; any remaining entitlement shall be paid to the estate of such retiree. Upon the death of an officer, his beneficiary shall be paid 100% of the present value of accumulated sick days pursuant to this section.

14) Sick Leave Incentive

*Effective January 1, 2025*, an officer who does not use any sick time in any quarterly period of the year (January 1 - March 30), (April 1 - June 30), (July 1 - September 30), and (October 1 - December 31) shall be given twelve (12) hours pay for each such quarter.

15) Sick Time Sell Back

- A. *Effective January 1, 2005.* Any officer may sell back up to ten (10) sick days in a calendar year, provided that the officer's accumulated sick time does not fall below hundred (100) days. This option must be exercised by September 1<sup>st</sup> of the year preceding such payment, and payment shall be made by April 1<sup>st</sup> of the following year.
- B. *Effective January 1, 2025.* Any officer may sell back up to (15) sick days in a calendar year, provided that the officer's accumulated sick time does not fall below two hundred fifty (250) days. This option may be exercised by September 1<sup>st</sup> of the year preceding such payment, and payment shall be made by April 1<sup>st</sup> of the following year.

16) Sick Bank

- A. The Town and the Club agree to establish a Sick Bank. The Sick Bank will be administered and managed solely at the discretion of the Club. For an employee to be eligible to receive benefits from the Sick Bank said employee must donate an initial (8) hours of sick time to the bank. The Town agrees to match each employee's initial (8) hour donation at a 1:1 ratio. Sick Bank time may only be used upon the depletion of all of a participating employee's time and must be used in relation to an illness or injury to the employee or the employee's immediate family. Additionally, any employee may donate any additional hours to the bank as they may desire from time to time. In the event that a participating employee feels that they may need to access Sick Bank hours they must present an application to the Club, which will then review and evaluate said application and make a determination. The Club may then request additional time donations from other employees. However, the Town is not obligated to match these requested additional donations. No individual employee has any specific right to access Sick Bank time and the Club has sole discretion to determine how to best utilize, manage, and maintain this Sick Bank for the benefit of all participating employees.
- B. The record of Sick Bank hours accumulated from the membership will be maintained by the Amherst Police Club. The number of hours accumulated will be turned over upon request to the Town.

**ARTICLE 16**

**LEAVE OF ABSENCE WITH PAY**

1) Bereavement Leave

- A. Leave of absence with pay of not to exceed five (5) days shall be granted to an officer in the event of death occurring in the officer's immediate family: namely, spouse, parent, child, brother or sister.
- B. Leave of absence with pay of not to exceed three (3) days shall be granted to an officer in the event of death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or a sister-in-law.

C. Leave of absence with pay of not to exceed three (3) days may be granted by the Chief of Police for any other relative or, for anyone in the position of loco parentis.

2) Jury Duty

On proof of required jury duty, leave of absence shall be granted with pay to all employees. If an officer is required to report for jury duty for five (5) consecutive days and the officer is scheduled for his regular tour of duty on Saturday and Sunday the officer's schedule shall be adjusted to release him from their scheduled duty on Saturday and Sunday.

3) Civil Service Examinations

Permanent employees shall be allowed time off with pay to take Departmental promotional Civil Service examinations. An employee taking such an examination shall be granted at least eight (8) hours off from work prior to the examination.

4) Blood Donation Day

A. Employees shall be provided four (4) hours of Blood Donation time off for each time they participate in a Town designated blood drive. Each employee may participate up to four (4) times per calendar year. This time will be added to a separate bank and a maximum of sixteen (16) hours may be in this bank at any time. Only four (4) hours may be carried over between calendar years.

B. Employees may use Blood Donation time in fifteen (15) minute increments.

5) Maternity / Paternity Leave

A. All employees will be granted ten (10) days of paid leave for the birth or adoption of a child.

B. Birthing Parent

- i. The birthing parent will be allowed to use up to eight (8) weeks of their sick time without the requirement of a note from their doctor. The birthing parent may use less than eight (8) weeks if desired.
  - a. If a Doctor deems a birthing parent is not fit for duty, then the birthing parent may use more of their allotted sick time. The amount of time to be used will be notated by the birthing parent's Doctor.
- ii. Upon the exhaustion of leave specified in A & B listed above, the birthing parent may use their own Vacation time and Holidays for additional leave.
- iii. Upon the exhaustion of Vacation time and Holidays as listed above, the birthing parent is entitled to unpaid maternity leave.
- iv. The birthing parent may use, but is not required to use, their Personal Days and/or Compensatory Time if desired for additional paid leave prior to unpaid leave.

**ARTICLE 17**  
**LEAVE OF ABSENCE WITHOUT PAY**

1) Application for Leave Without Pay

Application for leave of absence without pay shall be filed by the employee with the Head of the Department and be subject to approval by the Town Board. Such application shall state the reasons for the requested leave and the duration thereof.

2) Military Leave of Absence

Any officer who is required to render ordered military duty shall be granted military leave of absence pursuant to the Military Law.

3) Public Office Leave of Absence

If an officer seeks public office and it is necessary for him to discontinue his activities as a police officer in order to effectively campaign, he shall be granted a leave of absence without pay for a period not to exceed one year for the purpose of campaigning for that office.

4) Extended Illness

When an employee has exhausted all his sick leave credits and is still incapacitated and unable to perform the duties of his position, he may be granted a leave of absence without pay for a period not to exceed one year.

5) War Work

A permanent employee may, at the discretion of the Department head and approved by the Town Board, be granted a leave of absence without pay for a period not exceeding one year to enter the service of the Federal Government in time of war. Such leave of absence may be renewed for additional periods, not exceeding one year in each instance. However, no such renewal of leave of absence without pay shall extend beyond six months after the termination of the war.

6) Educational Leave for Veterans

Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State law, shall be granted leave of absence without pay for the period of such education, training or vocational rehabilitation. Such leave of absence shall not extend beyond a period of four years nor beyond the period for which the veteran shall be eligible to continue the education, training or vocational rehabilitation, and it shall terminate at any time that the veteran ceases actual attendance upon the courses required by the education, training or rehabilitation program.

7) Maternity / Paternity Leave

In addition to sick leave entitlement, and upon the exhaustion of accumulated leave credits (specified in Article 16 - Section 5), an employee shall be entitled to leave without pay for maternity / paternity leave, provided that the total of leave without pay and accumulated sick leave shall not exceed twelve (12) months (this 12-month period starts at the birth of the child). Medical coverage will continue while on maternity / paternity leave.

**ARTICLE 18**  
**MEDICAL COVERAGE**

1) Basic Medical Coverage.

The Town agrees to provide Family Type PPO medical coverage as is in effect September 1, 2005 under a plan issued by Independent Health or by any other company, provided the coverage is at least equal to that provided under the present policy with Independent Health. The level of benefits are attached as Appendix E. The plan shall provide this coverage for retired employees who have worked for the Town on a full-time and continuous basis for at least five (5) years prior to their retirement, and shall be extended to the retired employee's spouse, spouses of deceased in-service employees and their insured children, as defined in the policy, for the life of the spouse or until remarriage.

- A. The Town shall have the option at any time to include or discontinue a \$250 hospitalization deductible. Such deductible shall be self-insured by the Town. Employees incurring the hospitalization deductible or a portion thereof shall be reimbursed by the Town.
- B. Any actively employed officer that elects to remain in a Traditional Health Plan shall be required to contribute 25% of the annual premium for this coverage. The level of Traditional Plan Coverage currently provided through Independent Health is attached as Appendix E.
- C. Traditional Style Coverage with Independent Health or any other company providing Traditional Coverage that is at least equal to that previously provided by the Traditional Blue Cross & Blue Shield plan shall be available upon retirement at no cost to the officer.
- D. If there is a substantial change of any material component of the Independent Health PPO plan that diminishes the level or scope of benefits offered, officers can enroll into Traditional Style Health coverage plan at no cost, provided the Town could not offer equivalent coverage. This would effectively eliminate Section B of this Article. Examples of this would include, but not be limited to the following: out of network coverage, and significant reduction in physicians in the network.

2) Prescription Drug Coverage

The Town shall provide \$1/\$10/\$25 tiered prescription coverage. The maximum out-of pocket cost per officer is \$150.00 per quarter for prescription costs. Any active officer that subsequently retires and elects the PPO plan will receive paid prescription coverage provided for by the Town. *Effective January 1, 2016*, the Town has the option to modify the tiered prescription to \$1/\$14/\$30.

3) Dental Plan

The Town shall provide a dental plan through The Guardian Life Insurance Company of America or an equivalent carrier.

- A. This coverage shall be provided at no cost to actively employed officers.

- B. Retired employees or actively employed officers who subsequently retire, and who elect to maintain this coverage post retirement, will pay the same rate the Town pays for active employees.

4) Vision Care Plan

The Town shall provide vision coverage through Vision Services Plan (VSP) or an equivalent carrier.

- A. This coverage shall be provided at no cost to actively employed officers.
- B. Retired employees or actively employed officers who subsequently retire, and who elect to maintain this coverage post retirement, will pay the same rate the Town pays for active employees.

5) Continuation of Optional Benefits

Upon retirement, officers may, at their option, elect to continue their dental and vision coverage provided they make the required premium payments to the Town of Amherst for such coverage. In addition, officers selecting Traditional plan coverage shall have the option of continuing prescription drug coverage, provided they make the required premium payments to the Town of Amherst for such coverage.

6) Double Health Coverage

*Effective January 1, 2025*, the Town agrees to pay officers (\$2,500.00) per year for waiving individual coverage, and (\$4,200.00) per year for waiving family coverage. Payment will be made the first payday in April.

- A. This payment can be made only when the officer signs a statement that the officer has or will procure health insurance through his spouse's employment, other employment of the employee, or through a private insurance plan. The statement shall contain a waiver of all responsibility and hold harmless the Town and the Collective Bargaining Unit for any consequences that may arise when an officer exercises this option.
- B. The Town agrees to let the officer rejoin the plan after one year. The officer must notify the Town in writing in October for his coverage to be effective the following January 1. If the officer wishes to rejoin the plan within the year, the officer must show an unanticipated change in circumstances regarding the alternative health plan (non-voluntary loss of coverage), and repay the prorated portion of the waiver payment. Officers who resign or are terminated prior to the end of the year shall repay the prorated portion of such payment.
- C. Officers on probation may waive his health insurance coverage at the time of eligibility and be paid on a prorated basis for the remainder of the calendar year.
- D. If both husband and wife are employed by the Town with no dependent children, they shall be eligible for two (2) individual health insurance policies. In the event family coverage becomes necessary due to the addition of dependents, the change from individual to family coverage shall occur as soon as possible. If both husband and wife are employed by the

Town with dependent children, they shall be eligible for one family plan policy, and the double coverage waiver for one individual policy pursuant to this section.

E. Officers exercising the waiver option pursuant to this section shall remain eligible for dental and vision coverage subject to Section D and any other applicable Sections of Article 18.

7) Health Insurance After Retirement

For police officers hired on or after January 1, 1993, the payment of health insurance premiums shall be made on behalf of an employee who has retired and is collecting a New York State Retirement allowance or is receiving, an Ordinary/Accidental Disability Retirement allowance and is not employed where similar health insurance is available to him/her without cost, except that when such employment terminates, his/her rights shall be reinstated. Premiums are to be paid during the life of the retired employee or his/her spouse upon the employee's death, but only until he/she remarries or dies. An employee would not be eligible for this benefit if his/her spouse was receiving equal or better coverage at no cost and could cover our retiring employee. If an employee or spouse is not initially eligible for this benefit because the employee or spouse is receiving equal coverage, but circumstances change where coverage is no longer available without cost, then the employee or spouse would be eligible for Town payment of health insurance.

8) Employee Contribution

*Effective January 1, 2025*, all active officers shall be required to contribute the following annual amounts for coverage.

<u>YEAR</u>	<u>SINGLE COVERAGE</u>	<u>FAMILY COVERAGE</u>
<b>2025</b>	\$600	\$1400
<b>2026</b>	\$650	\$1500
<b>2027</b>	\$700	\$1600
<b>2028</b>	\$800	\$1900

This payment shall be made through payroll deduction on a biweekly basis. The annual contributions cease upon retirement for all officers.

9) Co-pay

*Effective January 1, 2016*, the Town has the option to increase the \$5 co-pay for office visit non-preventive to \$10.

**ARTICLE 19**  
**UNIFORMS AND EQUIPMENT**

The Town, at its cost, agrees to supply all uniforms and equipment for all police officers and to replace and repair the same.

**ARTICLE 20  
LONGEVITY PAY**

Police officers shall receive longevity pay annually on their anniversary date in accordance with the following schedule:

	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>5 Years</b>	<b>\$2,200</b>	<b>\$2,300</b>	<b>\$2,400</b>	<b>\$2,500</b>
<b>7 Years</b>	<b>\$2,400</b>	<b>\$2,500</b>	<b>\$2,600</b>	<b>\$2,700</b>
<b>10 Years</b>	<b>\$2,550</b>	<b>\$2,650</b>	<b>\$2,750</b>	<b>\$2,850</b>
<b>15 Years</b>	<b>\$2,800</b>	<b>\$2,900</b>	<b>\$3,000</b>	<b>\$3,100</b>
<b>20 Years</b>	<b>\$3,200</b>	<b>\$3,300</b>	<b>\$3,400</b>	<b>\$3,500</b>

- For each year beyond twenty the rate shall increase by \$250.00 for each subsequent year.

**ARTICLE 21  
LIFE INSURANCE - DEATH BENEFITS**

1) Life Insurance

*Effective September 1, 1999*, the Town will provide, without cost to the employees, life insurance of \$25,000.00.

2) Death Benefits

In addition to the foregoing, the Town agrees to pay the designated beneficiary of any officer upon his death in the line of duty 1 ½ years' salary plus \$2,000.00 for each officer's child under 18 years of age. For purpose of this subparagraph, the salary to be paid shall include payment for unused vacation, personal days, holidays, longevity pay earned but not paid during the calendar year in which the officer's death occurs, and 100% of the present value of accumulated sick leave pursuant to the provisions of Article 15, Section 13.

**ARTICLE 22  
SENIORITY**

1) Seniority within Rank

Seniority within rank shall be determined according to the date of promotion into the rank, and in the event promotion into rank is on the same date, then score on the Civil Service list from which the member was originally promoted will govern.

- A. Captain: If members score on the Civil Service list are the same, then seniority within their present rank will govern.
- B. Lieutenant: If members score on the Civil Service list are the same, then seniority based on their hire date will govern.

2) Seniority of Detective Positions

Seniority of Detective positions shall be determined according to date of appointment as Detective, Detective Sergeant, etc. Where appointment is on the same date, position on the Departmental Seniority List will govern.

- A. When promotion is from a Civil Service list, then score on the Civil Service list will govern. If members are promoted into rank on the same date, and have the same score on the Civil Service list, then seniority will be based upon their original hire date.

3) Seniority List

An up-to-date Seniority List showing officers in each rank by name, date of appointment and position on Civil Service Lists will be made available to the Club by the Town.

4) Interruptions

Accumulated seniority will not be interrupted by leaves of absence of one year or less as authorized and provided for in this agreement.

5) Platoon Vacancy

When a platoon vacancy occurs, the most senior officer shall have the option to fill the vacancy.

**ARTICLE 23**  
**CIVIL LAWSUIT DEFENSE**

In the event a police officer is named as a defendant in a civil lawsuit, and the suit arises out of the officer's performance of his duties and is based upon actions taken by the officer which are within the scope of his employment and authority, whether on or off duty, the Town, at its option, shall either furnish a defense for the officer or assume his reasonable attorney's fees and other reasonable cost of defense.

**ARTICLE 24**  
**POLICE OFFICER INVESTIGATIONS**

1) Investigations

- A. If a police officer's behavior or conduct is investigated pursuant to or following a written charge or complaint, and the officer is exculpated upon the completion of the investigation, a memorandum summarizing the disposition of the charge or complaint shall be furnished to the officer and the memorandum and the charge or complaint shall be cleared from the officer's personnel file.
- B. Except in circumstances requiring immediate interrogation, the interrogation of a police officer who is being investigated for a disciplinary violation normally will occur between 9:00 a.m. and 5:00 p.m., and preferably while the officer is on duty.
- C. A police officer under investigation will be furnished an exact copy of any statement he has signed, or of the proceedings that are recorded, either mechanically or by stenographer.

## 2) Bill of Rights

When any police officer is under investigation and subjected to interrogation by his commanding officer, or any other member of the police department, which could lead to punitive action, such interrogation shall be conducted under the following conditions. For the purpose of this article, punitive actions are defined as any action which may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer for the purpose of punishment.

### A. Identification of investigating officers

A police officer that is under investigation must be informed of the officer in charge of the investigation and the names of the officers who will be conducting any interrogation.

### B. Information regarding investigation

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

### C. Length of the interrogation

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

### D. 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. An officer will not be subject to abusive language, or promised a reward, as an inducement for answering questions.

### E. Right to Counsel

A police officer under investigation must have counsel or a representative of the Police Club present with him during any interrogation, unless waived in writing by the officer and co-signed by a Club officer.

### F. Recording of Interrogation

Any interrogation of a police officer, for disciplinary violation, must be recorded either mechanically or by a stenographer, unless waived in writing by the officer and co-signed by a Club officer, and there will be no "off the record" questions put to him.

### G. Non-Waiver of Constitutional Rights

No police officer will be requested to waive any constitutional rights granted him under the United States or New York Constitutions.

### H. Unfounded Complaints

No reference or record to any complaint lodged against an officer shall be entered into the officer's personnel file if, upon investigation, the complaint is determined to be entirely unfounded.

### 3) Discipline

- A. In the event that Section 75 of the New York State Civil Service Law is not waived the Town and Club agree to mutually select an independent hearing officer pursuant to the procedures established by the American Arbitrators Association.
- B. In the event Section 75 of the New York State Civil Service Law is waived and the Town advises a police officer that he is being disciplined, the Club, upon request of the employee, shall thereafter be forthwith notified. The Club may by request made in writing to the Town within ten (10) days of receipt of the notice of discipline, file a demand for disciplinary arbitration pursuant to the rules of the New York State Public Employment Relations Board. The authority of the arbitrator shall be limited to:
  - i. Determine whether just cause existed to impose discipline; and
  - ii. Determine if the proposed disciplinary penalty was appropriate, and, if not, then impose different discipline.
  - iii. The award of the arbitrator shall be final and binding. Should any person be aggrieved by the determination as provided for in this article, application may be made for judicial review, as provided by law.
  - iv. The parties shall request a list of arbitrators from the New York State Public Employment Relations Board within five (5) days of the receipt by the Town of the demand for arbitration. The method of selection shall be by alternate striking (with the first strike being taken by the Town).
  - v. All references to discipline imposed by the Town shall be removed from the personnel folder of the police officer and returned to the police officer or destroyed, at the officer's sole option, if not just cause for the discipline is found by the arbitrator, or after proceedings reversed by a court of competent jurisdiction.

## **ARTICLE 25** **OUTSIDE EMPLOYMENT**

The Town agrees to permit outside employment by police officers subject to prior authorization and approval by the Chief of Police. Such employment may be terminated or modified by order of the Chief of Police from time to time, and the Chief of Police may reasonably limit the hours of such employment in excess of 20 hours.

## **ARTICLE 26** **OFF- DUTY AUTHORITY**

All police officers are presumed to be subject to duty twenty-four hours per day. Any action taken by a member of the police force on his time off which would have been properly taken by the officer while on active duty if present and available shall be considered police action, and the employee shall have all of his

rights and benefits concerning such action as if he were then on active duty, provided that the action taken is within the scope of the officer's employment and authority.

## **ARTICLE 27** **PERSONNEL FILES**

1) Derogatory Material

No derogatory material of any nature which might reflect adversely upon the officer's character or career will be placed in any personnel file without his knowledge. The officer shall be given the opportunity to respond in writing to any such derogatory material and to have the response maintained as part of his personnel file.

2) Unsupported Charges

If complaints of charges lodged against an officer and maintained in his personnel file are subsequently found to be unsupported, all record thereof shall be removed from the officer's personnel file and maintained in departmental investigative files.

3) Inspection

Upon request of the officer concerned, his personnel file shall be made available to him for review. The personnel file cannot be removed from its regular place of maintenance or storage and must be reviewed in the presence of the normal custodian of such files.

## **ARTICLE 28** **DOCUMENTS**

When any reference in the contract is made to documents or papers where the originals are in the possession of the Town, these documents shall be made available to representatives of the Police Club. Personnel records will be available to the individual to whom they pertain unless written permission is given to the Club by said individual to review these records.

## **ARTICLE 29** **SAVINGS CLAUSE**

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

## **ARTICLE 30** **MISCELLANEOUS RULES**

1) Mail

Mail addressed to individual police officers at the Town's Police Department will not be opened except by the addressee.

2) Forms

The Town shall not submit to the Police Club or to police officers any new or substitute forms with respect to personal or family affairs, medical history or financial status without prior consultation with and approval of the Club. It is understood, however, that departmental or police matters are not included in this provision.

3) Personal Rights

The Town shall not encroach upon the individual personal rights of the officer in any way.

4) Privacy

The Town and its employees shall not forward to anyone outside the Police Department any personal or private information regarding an officer without the officer's written authorization. It is understood, however, that departmental or police matters are not included in this provision.

5) Due Respect

In order to maintain the good order and morale' of the Police Department, each member of the Department shall extend proper respect to all fellow officers while on duty, regardless of rank.

6) Polygraph Testing

Except for probationary police officers (officers with less than one year's service) and applicants for employment with the Town as police officers, no officer shall be required to submit to a polygraph test.

7) Reimbursement for Damage

Upon the petition of the police officer to the Chief of Police, and upon the officer's showing of his freedom from negligence, neglect or carelessness, the Town shall replace or reimburse the officer for any destruction or damage to his personal property which shall have been brought about while the officer was engaged in the pursuit of his duties as a police officer, whether on or off duty.

8) Safe Place to Work

The Town and the Chief of Police will make every effort to provide employees with equipment to insure their safety.

9) Line of Duty Injuries

In cases involving an injury to the police officer in the line of duty which requires hospitalization and where reasonable cause exists to believe that the officer may be exposed to the threat of further physical harm, the Town will provide a private room.

10) Auxiliary Police

To avoid citizen confusion, the Department will investigate the advisability of providing Auxiliary Police with uniforms of a design sufficient to distinguish them from the Town's professional police officers and will make appropriate recommendations to the Town Board. In this regard, the Department will receive and consider suggestions and recommendations of the Amherst Police Club, Inc.

11) Violation of the Contract

An officer cannot be asked to violate any provision of the contract by a ranking officer.

**ARTICLE 31**  
**RESIDENCY**

Ten (10) years prior to becoming eligible for service retirement under the New York State and Local Police and Fire Retirement System, police officers may reside within a 30-mile radius (excluding Canada) of the Town of Amherst Police Department, 500 John James Audubon Parkway, Amherst, New York.

**ARTICLE 32**  
**IMPASSE PROCEDURE**

If the Town and the Club are unable to reach an agreement in their negotiations in future contracts as to any matter that may arise under Article 14 of the New York Civil Service Law, the matter or matters in dispute shall be referred to the New York State Public Employees Relations Board pursuant to Section 209 of said Article for disposition.

**ARTICLE 33**  
**PAST PRACTICE**

The Town and the Police Club agree that during the term of this agreement no existing practice or term or condition of employment not specifically covered by the terms of this agreement shall in any manner be impaired or diminished. Included among the items to which this article relates are practices and provisions relating to computation of overtime pay, vacation schedules, holidays, sick leave, bereavement leave, and the like. The foregoing enumeration is not intended to be exclusive but is descriptive merely of the type of practices and terms and conditions of employment to which this article is intended to relate.

**ARTICLE 34**  
**EFFECTIVE DATE AND TERM**

The effective date and term of this agreement shall be from January 1, 2025, and the agreement shall continue in full force and effect for a period of four (4) years thereafter until December 31, 2028, unless extended or modified by mutual agreement of the parties.

Notice of intent to change or amend the provisions of this agreement shall be served in writing by the party desiring such change or amendment to the other party at least one hundred eighty (180) days prior to said expiration date.

If neither party sends a notice of intent to change or amend this agreement, then this agreement shall be considered to have been automatically renewed for the term of (1) year.

The provisions hereinbefore stated shall apply to all male and female officers.

IN WITNESS WHEREOF, the parties have set their hands and seal this 5th day of September 2025.

AMHERST POLICE CLUB, INC.

TOWN OF AMHERST



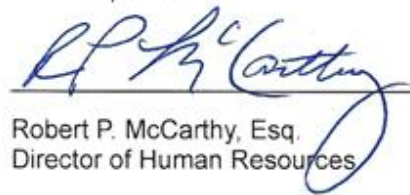
William Julicher Jr.  
President



Mark Doldan  
Secretary



Brian Kulpa  
Town Supervisor



Robert P. McCarthy, Esq.  
Director of Human Resources



## APPENDIX A

### Patrol Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	1	2	3	4	off	off	1
2	2	3	4	off	off	1	2
3	3	4	5	off	off	1	2
4	3	4	off	off	1	2	3
5	4	off	off	1	2	3	4
6	5	off	off	1	2	3	4
7	off	off	1	2	3	4	off
8	off	1	2	3	4	5	off
9	off	1	2	3	4	off	off
10	1	2	3	4	off	off	1
11	2	3	4	5	off	off	1
12	2	3	4	off	off	1	2
13	3	4	off	off	1	2	3
14	4	5	off	off	1	2	3
15	4	off	off	1	2	3	4
16	off	off	1	2	3	4	5
17	off	off	1	2	3	4	off
18	off	1	2	3	4	off	off
19	1	2	3	4	5	off	off
	13	13	13	13	13	13	13

$365/133=2.74$  rotations x 42 RDO'S = 115.26 RDO'S per year

## APPENDIX B

### Detective Bureau Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	off						off
2					off	off	off
3	off						off
4	off						off
5	off	off					
6	off	off					

## APPENDIX C

### Shift Lieutenants Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	off	off					off
2	off						off
3	off					off	off
4					off	off	
5					off	off	
6				off	off		
7			off	off			
8			off	off			
9		off	off				
10	off	off					
	3	3	3	4	4	3	3
	3	4	4	3	3	4	4

365/70 = 5.21 Rotations x 22 RDO's = 114.51 RDO's Per Year vs. 115.08 Patrol

**APPENDIX D**

**MEMORANDUM OF AGREEMENT**

Reference is made to the negotiations between the Town of Amherst and the Amherst Police Club, Inc. for amendments to the contract which expired December 31, 1984.

In connection with these negotiations, it is agreed between the Town of Amherst and the Amherst Police Club, Inc. that civilian personnel will be employed to perform the duties and responsibilities in the operation of communication equipment and perform clerical work in the dispatch channel of the Town Police Headquarters. As a result of this uniformed personnel utilization improvement, effective January 1, 1986, each officer's salary will be adjusted by three hundred seventy-five dollars.

Subject to the approval of the Civil Service Department, these positions will be classified Police Dispatcher. During emergency conditions, Police Officers may perform police dispatch/complaint writer duties. Such assignments will be made based on seniority, with the least senior available permanent officer being considered first. However, this will be waived if a more senior officer requests such assignment.

With respect to this changeover to civilian dispatchers, meetings between the Chief of Police and/or his designee and a representative of the Police Club shall be held to discuss issues which may arise during the changeover period. These meetings will be in the nature of advisory only.

This Memorandum of Agreement supersedes any and all provisions of the present contract as amended or as modified by Memorandums of Agreement to the extent that the provisions herein are in conflict with those said prior provisions.

Dated: July 2, 1985

TOWN OF AMHERST

By Patricia Dupree  
Personnel Director

AMHERST POLICE CLUB, INC.

By Charles W. Lynch  
President

**APPENDIX D**

**MEMORANDUM OF AGREEMENT**

Reference is made to the negotiations between the Town of Amherst and the Amherst Police Club, Inc. for amendments to the contract which expired December 31, 1982.

In connection with these negotiations, meetings between the Chief of Police and/or his designees, and no more than three (3) representatives of the Police Club, shall be held to discuss:

1. Work Schedules.
2. Employee Performance Evaluations.
3. Uniform and Equipment supplied to employees;
4. General Health and Safety.

These meetings will be in the nature of advisory only. It is agreed, however, that any matter discussed but not agreed upon will not be taken up as a grievance or under any circumstances be processed through the grievance or arbitration procedure.

Dated: April 25, 1983

TOWN OF AMHERST  
By *Patricia A. Dupree*  
Personnel Director

AMHERST POLICE CLUB, INC.  
By *Edward W. Gyzik*  
President

## APPENDIX E



511 Farber Lakes Drive, Buffalo, New York 14221 716 631 3001 [www.independenthealth.com](http://www.independenthealth.com)

**Group Name: Town of Amherst**

### Benefit Summary

	PPO		
	In-Network	Out-of-Network	Additional Information
<b>Preventive Services</b>			
Bone mineral density measurements or tests Cholesterol test (lipid panel) Colonoscopy and sigmoidoscopy Contraceptive Drugs, Devices and Counseling Immunizations Mammogram Pap smear Physical exam Prenatal and one postpartum visit Prostate test (Prostate Specific Antigen "PSA") Well child visit Well Woman visit	\$0	Deductible then 20% coinsurance	All preventive services are covered in full with \$0 member liability when performed by a participating provider.
<b>Physician and Other Services</b>			
Primary Office Visit	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	Children up to age 19
Specialist Office Visit	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Allergy Testing & Treatment	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Outpatient Surgical Procedures (in physician's office)	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
<b>Emergency &amp; Urgent Care Services</b>			
Emergency Room	\$35 copay/visit	\$35 copay/visit	Waived if admitted
Ambulance	\$50 copay/trip	\$50 copay/trip	Must be deemed medically necessary
Participating After Hours Care Centers	Adults: \$5 copay/visit Children: \$0 copay/visit	Not Applicable	
<b>Hospital Services</b>			
Inpatient Hospital	\$0 copay/admission	Deductible then 20% coinsurance	Semi-private room, per admission
Inpatient Hospital: Physician/Surgeon Fees	\$0 copay/visit	Deductible then 20% coinsurance	
Outpatient Surgical Procedures (Facility)	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	
Outpatient Surgical Procedures (Facility): Physician/Surgeon Fees	Adults: \$0 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	
Skilled Nursing Facility	\$0 copay/admission	Deductible then 20% coinsurance	Semi-private room, per admission Up to 45 days per contract
<b>Diagnostic Testing Services</b>			
Laboratory Testing	\$0 copay/visit	Deductible then 20% coinsurance	
EKG	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Routine Radiology	\$5 copay/visit	Deductible then 20% coinsurance	

## APPENDIX E

<b>Benefit Summary</b>	<b>PPO</b>		
	In-Network	Out-of-Network	Additional Information
<b>Diagnostic Testing Services</b>			
Advanced Radiology	\$5 copay/visit	Deductible then 20% coinsurance	Radiology services, other than X-rays, including but not limited to MRI, MRA, CT Scans, myocardial perfusion imaging and PET Scans.
<b>Maternity Services</b>			
Physician Services: Prenatal and Postnatal Care	\$0 copay/visit	Deductible then 20% coinsurance	No charge after the initial diagnosis
Inpatient Maternity	Delivery: \$0 copay/admission Physician: \$0 copay/procedure	Deductible then 20% coinsurance	Semi-private room, per admission
<b>Mental Health &amp; Substance Abuse</b>			
Inpatient Mental Health	\$0 copay/admission	Deductible then 20% coinsurance	Semi-private room, per admission
Outpatient Mental Health	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	
Inpatient Substance Abuse - Rehab	\$0 copay/admission	Deductible then 20% coinsurance	Semi-private room, per admission
Inpatient Substance Abuse - Detox	\$0 copay/admission	Deductible then 20% coinsurance	Semi-private room, per admission
Outpatient Substance Abuse	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	
<b>Diabetic Supplies and Services</b>			
Diabetic Equipment (e.g. Blood glucose monitor, etc.)	\$0 copay	Deductible then 20% coinsurance	
Insulin and Other Oral Agents	Please see pharmacy benefit .	Deductible then 20% coinsurance	
Diabetic Medical Supplies (Test Strips, Syringes, etc.)	\$0 copay	Deductible then 20% coinsurance	Up to a 30 day supply
<b>Rehabilitation Services</b>			
Chiropractic Services	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Physical - Occupational - Speech Therapies	\$15 copay/visit	Deductible then 20% coinsurance	Up to 30 visits per contract year
Cardiac Rehabilitation	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	Up to 36 visits per event Children: Up to age 19
Pulmonary Rehabilitation	\$5 copay/visit	Deductible then 20% coinsurance	Up to 24 visits per contract year
<b>Additional Services</b>			
Durable Medical Equipment	20% coinsurance	Deductible then 50% coinsurance	
Prosthetics and Appliances	\$0 copay	Deductible then 50% coinsurance	
Chemotherapy	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Home Health Care	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	Up to 40 visits per contract year

## APPENDIX E

<b>Benefit Summary</b>	<b>PPO</b>		
	In-Network	Out-of-Network	Additional Information
<b>Prescription Drug Coverage</b>			
Prescription Plan	\$1/\$10/\$25	Not Covered	Must be fill at a participating pharmacy
Maintenance Medications	\$2.50/\$25/\$62.50	Not Covered	Mail order must be obtained from a participating Mail Order Pharmacy. Retail pharmacy must be filled at participating Pharmacy
<b>Vision Services</b>			
Medical Eye Exam	Adults: \$5 copay/visit Children: \$0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Routine/ Refractive Exam	\$15 copay/visit	Not Covered	Once every 12 months
Standard Plastic Lenses	Single: \$50 Bifocal: \$70	Not Covered	Contact EyeMed for additional options at 1-877-842-3348
Frames	40% discount	Not Covered	Discount is based on retail pricing
Conventional Contact Lenses	15% discount	Not Covered	Materials only
Laser Vision Correction	20% copayment	Not Covered	Up to \$1000 per eye
<b>Dental Services</b>			
Preventive and Routine	Not Covered	Not Covered	
Accidental Dental	Based on services rendered	Based on services rendered	Must be deemed medically necessary
<b>Dependent Coverage</b>			
Dependent Eligibility	26	26	Up to the end of the birthday month
<b>General Information</b>			
Deductible	Not Applicable	\$100/\$200	
Coinsurance	Applies Where Indicated	20%	
Out-of-Pocket Maximum	\$3,300/\$6,600	\$500/\$1,000	
Annual Maximum	Not Applicable	Not Applicable	
Lifetime Maximum	Not Applicable	Not Applicable	
<b>Important Notes</b>			
<p>Out-of-Network: Member is responsible for the difference between Independent Health's allowed amount and the non-participating provider's billed amount.</p> <p>Pre-Existing Conditions: Not Applicable</p> <p>Pre-Certification: Certain services and benefits are subject to pre-certification. Member is responsible for contacting Independent Health for pre-certification.</p> <p>This benefit summary is designed to highlight the benefits of the plan and DOES NOT detail all benefits, limitations and exclusions. For more detailed information, consult your Summary Plan Description.</p> <p>All indicated benefits assume the member has appropriate authorization to receive services.</p>			

# benefit summary

## APPENDIX E



Group : AMHERST, TOWN OF - ACTIVE

<b>Group Number:</b>	<b>B2406J</b>	
<b>Benefit</b>	<b>Traditional L017</b>	<b>Out of Network</b>
<b>Participating networks</b>		
Network Selected	Independent Health Corp. participating providers	
<b>Outpatient Services</b>		
Office Visit	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Adult Immunizations	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Well-Child Visits	Covered in full	Covered in full (based on eligible expenses)
Allergy Testing/Treatment	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Chemotherapy	Covered in full	Covered in full (based on eligible expenses)
EKGs and Other Diagnostic Procedures	Covered in full	Covered in full (based on eligible expenses)
Diagnostic X-rays	Covered in full	Covered in full (based on eligible expenses)
Mammogram	Covered in full	Covered in full (based on eligible expenses)
Laboratory Testing, Including Pap Smears	Covered in full	Covered in full (based on eligible expenses)
Rehabilitation Therapies (physical, occupational, and speech)	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Outpatient Surgical Procedures	Covered in full	Covered in full (based on eligible expenses)
Medical Eye Exam	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Chiropractic Services	Subject to deductible and coinsurance	Subject to deductible and coinsurance
<b>Maternity Services</b>		
Physician Services	Covered in full	Covered in full (based on eligible expenses)
Inpatient Hospital Services	\$250	\$250
<b>Hospital Services</b>		
Inpatient Hospital	\$250	\$250
Hospice	\$250	\$250
<b>Emergency Services</b>		
Medically Necessary Ambulance Transportation	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Emergency Room	Covered in full	Covered in full
After Hours Care Center	Subject to deductible and coinsurance	Subject to deductible and coinsurance
<b>Outpatient Mental Health Services</b>		
Mental Health For short-term, medically necessary crisis intervention	Up to 62 outpatient visits (combined in and out of network): Subject to deductible and 50% coinsurance	Up to 62 outpatient visits (combined in and out of network): Subject to deductible and 50% coinsurance
<b>Substance Abuse Treatment (visit limits apply)</b>		
Detoxification	\$250	\$250
Inpatient Rehabilitation	Covered. Inpatient copayment applies.	Covered. Inpatient copayment applies.
Outpatient Treatment	Covered in full for 60 visits per calendar year. (limit combines both in and out of network visits)	Covered in full for 60 visits per calendar year. (limit combines both in and out of network visits)
<b>Additional Services</b>		
Durable Medical Equipment and External Prosthetics and Appliances	Subject to deductible and coinsurance	Subject to deductible and coinsurance
Skilled Nursing Facility	Up to 50 days per calendar year. Inpatient copayment/coinsurance applies. (limit combines both in and out of network)	Up to 50 days per calendar year. Inpatient copayment/coinsurance applies. (limit combines both in and out of network)
Home Care Services	Covered in full.	Covered in full (based on eligible expenses)
Cosmetic Procedures	Subject to deductible and coinsurance.	Not covered

<b>Diabetic Supplies and Services</b>		
Durable Medical Equipment (for treating Diabetes)	Subject to 20% coinsurance	Subject to 20% coinsurance
Insulin and Other Oral Agents	Subject to 20% coinsurance, or your prescription copay, whichever is less	Subject to 20% coinsurance, or your prescription copay, whichever is less
Up to a 30 day supply of outpatient diabetic medical supplies (test strips, syringes, etc.)	Subject to 20% coinsurance	Subject to 20% coinsurance
<b>Vision Plan</b>		
Vision Coverage	Preferred Vision Plan	Not covered
Annual Refractive Examination	Annual refractive examination: \$15	Not covered
Standard Plastic Lenses	Single Vision: \$35 Bifocal: \$55 Trifocal: \$90 Lenticular: \$90 Progressive: \$100	Not covered
Lens Options	UV Coating: \$12 Tint: \$12 Standard Anti-Reflective: \$45 Standard Polycarbonate: \$35 Standard Scratch Resistance: \$12 Other Services: 20% Discount	Not covered
Frames	Frames: Member pays 50% of retail price up to \$130, and 80% of the balance (if any)	Not covered
Contact Lenses	Conventional contact lenses: 15% discount (applies to materials only) (Fitting and Follow-up are not a covered benefit)	Not covered
Frequency Limitations	Examinations: Once every 12 months Contact Lenses: Unlimited Frames: Unlimited Lenses: Unlimited	
<b>Prescription Plan</b>		
Prescription Drug Coverage	\$1/\$10/\$25	When outside of WNY, prescriptions should be filled using Independent Health's nationwide pharmacy network. In-network benefits apply.
Contraceptive drugs and devices	Includes contraceptive drugs and devices	See above
<b>Limitations</b>		
Deductible (Combined In- and Out-of-Network)	\$100/ \$200 Combined in and out of network	\$100/\$200 Combined in and out of network
Coinsurance	80%-20%	80%-20%
Out of Pocket Maximum	N/A	\$500/ \$1,000
Annual Maximum Benefit	Unlimited maximum	Unlimited maximum
Lifetime Maximum Benefit	Unlimited maximum	Unlimited maximum
<b>Dependent Eligibility</b>		
	To age 23	To age 23
Dependent Eligibility Extension	Dependents terminate at the end of the month in which their eligibility expires.	Dependents terminate at the end of the month in which their eligibility expires.
<b>Exclusions</b>		
<p>Items such as television set rental and phone charges while an inpatient in a Hospital*Hearing aid appliances*Custodial care or rest cures*Experimental medical procedures*Long-term physical therapy*Military-related disabilities*In-Vitro fertilization, gamete intrafallopian tube transfers*Physical examinations requested for employment, licensing, insurance, camp*Outpatient medical supplies (except diabetic supplies)*Dental surgery, treatment or care **Note: Certain exclusions may not apply if your group has included a rider. All benefits of this plan are subject to coordination of benefits. This benefit summary is designed to highlight the benefits of the plan and DOES NOT detail all benefits, limitations, and exclusions. It is NOT a contract and may be subject to change. For more detailed information, consult your Group Health Contract, attached Riders (if any), or Certificate of Coverage. Certain inpatient and outpatient procedures require you to receive precertification from Independent Health.</p>		

## APPENDIX F

Your VSP Vision Benefits Summary  
TOWN OF AMHERST and VSP provide you with an affordable vision plan.

**PROVIDER NETWORK:**

VSP Signature

**EFFECTIVE DATE:**

09/01/2023



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
<b>Your Coverage with a VSP Provider</b>			
<b>WELLVISION EXAM</b>	<ul style="list-style-type: none"> <li>Focuses on your eyes and overall wellness</li> </ul>	\$15	Every 12 months
<b>ESSENTIAL MEDICAL EYE CARE</b>	<ul style="list-style-type: none"> <li>Retinal screening for members with diabetes</li> <li>Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more.</li> <li>Coordination with your medical coverage may apply. Ask your VSP doctor for details.</li> </ul>	\$0 per screening \$20 per exam	Available as needed
<b>PRESCRIPTION GLASSES</b>		<b>\$25</b>	
<b>FRAME*</b>	<ul style="list-style-type: none"> <li>\$220 featured frame brands allowance</li> <li>\$200 frame allowance</li> <li>20% savings on the amount over your allowance</li> </ul>	Included in Prescription Glasses	Every 24 months
<b>LENSES</b>	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> </ul>	Included in Prescription Glasses	Every 12 months
<b>LENS ENHANCEMENTS</b>	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 40% on other lens enhancements</li> </ul>	\$0 \$80 - \$90 \$120 - \$160	Every 12 months
<b>CONTACTS (INSTEAD OF GLASSES)</b>	<ul style="list-style-type: none"> <li>\$130 allowance for contacts; copay does not apply</li> <li>Contact lens exam (fitting and evaluation)</li> </ul>	Up to \$60	Every 12 months
<b>LIGHTCARE™</b>	<ul style="list-style-type: none"> <li>\$200 allowance for ready-made non-prescription sunglasses, or ready-made non-prescription blue light filtering glasses, instead of prescription glasses or contacts</li> </ul>	\$25	Every 24 months
<b>EXTRA SAVINGS</b>	<p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"> <li>Extra \$20 to spend on featured frame brands. Go to <a href="https://www.vsp.com/offers">vsp.com/offers</a> for details.</li> <li>30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li> </ul> <p><b>Routine Retinal Screening</b></p> <ul style="list-style-type: none"> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> </ul>		

**YOUR COVERAGE GOES FURTHER IN-NETWORK**

With so many in-network choices, VSP makes it easy to get the most out of your benefits. You'll have access to preferred private practice, retail, and online in-network choices. Log in to [vsp.com](https://www.vsp.com) to find an in-network provider.

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change.

†Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

+Coverage with a retail chain may be different or not apply.

VSP guarantees member satisfaction from VSP providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business. TruHearing is not available directly from VSP in the states of California and Washington.

To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on [vsp.com](https://www.vsp.com).

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VSP, Eyeconic, and WellVision Exam are registered trademarks, and VSP LightCare and VSP Premier Edge are trademarks of Vision Service Plan. Flexon and Dragon are registered trademarks of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners. 102898 VCCM

**APPENDIX G**

**Town of Amherst  
Dental Guard II Preferred  
In – Network**

100%	100%	100%*
Preventative Services	Basic Services	Major Services
Emergency Visit Oral Examinations X-rays Teeth Cleaning <b>For Children:</b> Fluoride Treatments Topical Sealants Space Maintainers Harmful Habit Appliances	Fillings Amalgam, Silicate & Acrylic Periodontic Services Oral Surgery Root Canal Bridgework & Crowns Maintain Bridgework & Dentures Acrylic/Plastic Crowns	Porcelain Fillings & Crowns Installation of Dentures & Bridgework Implants*  *Covered at 50%
<b>\$1500 Per Person Calendar Year Maximum</b>		

**Out – of - Network**

100%	70%	50%
Preventative Services	Basic Services	Major Services
Emergency Visit Oral Examinations X-rays Teeth Cleaning <b>For Children:</b> Fluoride Treatments Topical Sealants Space Maintainers Harmful Habit Appliances	Fillings Amalgam, Silicate & Acrylic Periodontic Services Oral Surgery Root Canal Bridgework & Crowns Maintain Bridgework & Dentures Acrylic/Plastic Crowns	Porcelain Fillings & Crowns Installation of Dentures & Bridgework
<b>\$750 Per Person Calendar Year Maximum</b>		

	<b>Paid by the Guardian</b>
	<b>Paid by the Employee</b>

Child Orthodontia: In – Network Only/ 50% Paid by Guardian, 50% Paid by Employee  
\$2000 Lifetime Maximum

## **APPENDIX H**

### **TOWN OF AMHERST** **GENERAL MUNICIPAL LAW 207-C POLICY**

#### **SECTION 1: PURPOSE & APPLICABILITY**

The Town of Amherst (“Town”) and the Amherst Police Club (“APC”) Incorporated have agreed to a procedure for implementing coverage under General Municipal Law, Section 207-c.

§207-c of the General Municipal Law provides that any police officer of a Town in New York State who is injured in the performance of his duties or whom is taken sick as a result of the performance of his duties so as to necessitate medical or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising there from has ceased and, in addition such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.

The Town and the APC mutually agree that determinations arising by virtue of the administration of General Municipal Law, §207-c provisions must satisfy the interests of the Town and those eligible for benefits and the Town and APC can both benefit by an established procedure for implementing, processing, administering, and resolving General Municipal Law (“GML”), §207-c claims. This policy is intended to be a supplement to the express language of §207-c of the GML and is not intended to reduce any benefits granted by the statute.

#### **SECTION 2: DEFINITIONS**

- 1) Town – Town of Amherst
- 2) Claimant – Any sworn police officer of the Town of Amherst who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties.
- 3) Claims Manager – the individual designated by the Town of Amherst who is charged with the responsibility of administering the procedures herein.
- 4) Days – All references in this procedure to "days" shall refer to Monday through Friday, excluding holidays.
- 5) C-2 form – Employer’s report of work-related injury/illness, State of New York Workers’ Compensation Board

### **SECTION 3: APPLICATION FOR BENEFITS**

- 1) Any claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties shall file a written incident report and C-2 form with the Chief of Police and the Claims Manager within (5) days of the injury or illness or any claims arising there from shall be barred. Upon sufficient reason, an application for §207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary incident report within the required five (5) days.
- 2) The incident report shall include the following information:
  - a) The time, date and place of the incident;
  - b) a detailed statement of the facts surrounding the incident;
  - c) the nature and extent of the claimant's injury or illness; and
  - d) the names of any possible witness to the incident.
- 3) An application for §207-c benefits may be filed on behalf of a claimant within ten (10) days of either the date of the incident giving rise to the claim or the discovery of any incident produced injury or illness provided the necessary reporting requirements have been satisfied. The application may be made by either the claimant or by some other person authorized to act on behalf of the claimant. All applications for §207-c benefits shall be made in writing, using any official application form, which shall include the following information:
  - a) The time, date and place where the injury or illness producing the incident occurred;
  - b) a detailed statement of the particulars of the incident;
  - c) the nature and extent of the claimant's injury or illness;
  - d) the claimant's mailing address;
  - e) the names of any potential witnesses; and
  - f) the name and address of all claimant's treating physicians.
- 4) The Claims Manager may, in his/her discretion, excuse the failure to file the application within the ten-day period, upon showing of good cause.

### **SECTION 4: AUTHORITY AND DUTIES OF CLAIMS MANAGER**

- 1) The Claims Manager shall have the sole and exclusive authority to determine whether a claimant is entitled to §207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.

- 2) The Claims Manager shall have the authority to:
  - a) Employ experts and specialists to assist in the rendering of the determination of eligibility;
  - b) require the production of any book, document or other record that pertains to the application or inquiry;
  - c) require the claimant to submit to one or more medical examinations;
  - d) require the claimant to sign forms for the release of medical information that bears upon the application;
  - e) require the attendance of the claimant and all other witnesses for testimony upon reasonable notice; and
  - f) do all that is necessary or advisable in the processing of said application.
- 3) On an initial determination investigation, a claimant must cooperate with the Town and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made based upon the investigation without holding a hearing.
- 4) The Claims Manager shall mail a written copy of his/her decision to the claimant and the Chief of Police within ten (10) days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

#### **SECTION 5: TIME OFF PENDING INITIAL DETERMINATION**

- 1) Pending the initial determination of benefit eligibility, any time off taken by the claimant that he/she claims is the result of an injury or illness giving rise to the application shall be charged to the claimant's leave time accruals in the following order: sick time; personal leave, vacation leave and any such other leave time accruals as may exist. If the claimant has exhausted all of his/her available leave accruals, the Claims Manager may, in his/ her sole discretion, authorize the payment of the claimant's benefits throughout the period which the application is being processed, if it appears probable that the claimant will be eligible for such benefits and the Claims Manager so determines.
- 2) If the Claims Manager determines that the claimant is eligible for §207-c benefits, all accruals charged to the claimant during the pendency of the application shall be re-credited to the claimant. If the applicant is determined to ineligible for §207-c benefits, any benefits

paid to the claimant beyond the claimant's accruals shall be refunded to the Town and may be recovered in a civil action or payroll deduction.

## **SECTION 6: MEDICAL TREATMENT**

- 1) After the filing of an application, the Claims Manager may require a claimant to submit to one or more medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render an initial determination of eligibility, ability to perform light duty, continuation of benefits, or to process an application for accidental disability or performance of duty retirement. Any §207-c recipient who refuses to submit to or cooperate with such medical examination shall be deemed to have waived his/her rights under §207-c from that day forward subject to proceeding under §11 hereof.
- 2) The claimant shall also have the right to obtain a medical or other health examination(s) from a physician of the claimant's own choosing, for all purposes and situations outlined in 6.1 above at his/her own expense. In the event of a conflict in medical conclusions or determinations between the physician(s) selected by the Claims Manager and the physicians(s) selected by the claimant, the matter will be resolved pursuant to the hearing procedure set forth in §11 hereof.
- 3) Medical Reports - All physicians, specialists and consultants treating a claimant or recipient of §207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The claimant or recipient shall execute all necessary releases and shall be responsible for the filing of said reports.
- 4) Payment of Medical and Related Services – A claimant approved to receive §207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.
- 5) No claim for surgical operations or physiotherapeutic shall be paid unless such procedures were required in an emergency or authorized in advance by the Claims Manager.
- 6) Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a physician with the Claims Manager for the particular items billed, stating thereon that the items supplied were required as a consequence of the injury or illness which claim for §207-c benefits is based.

**SECTION 7: LIGHT DUTY ASSIGNMENTS**

- 1) Any claimant receiving §207-c benefits may be examined by a physician chosen by the Claims Manager to determine the employee's ability to perform certain specified light duty. Any employee deemed able to perform specified light duty by the Claims Manager may be directed by the Chief of Police, in his/her sole discretion, to perform such light duty.
- 2) Any claimant who disagrees with the order to report for light duty, either as to the order to report or as to the nature of the light duty, may file a request for a review under §11 hereof, within (2) days after receipt of the order of the Chief of Police. Pending a determination with respect to the order, the claimant may use available vacation, or personal leave accruals.
- 3) Payment of full §207-c benefits shall be discontinued with respect to any individual who fails or refuses to perform light duty if the same is available and offered to the individual. If the individual is ultimately found to be incapable of performing light duty following a review pursuant to §11 hereof, or if the light duty assigned is determined after review to have been inappropriate, the full amount of his/her regular salary or wages and/or accruals shall be reimbursed retroactive to the date of discontinuance.

**SECTION 8: CHANGES IN CONDITION OF RECIPIENT**

Every §207-c recipient shall be required to notify the Claims Manager of any change in his/her condition which may enable the recipient to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing within (2) days of any such change.

**SECTION 9: RIGHT OF PERPETUAL REVIEW AND EXAMINATION**

- 1) The Claims Manager shall have the right to review the eligibility of every §207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:
  - a) requiring recipients to undergo medical diagnosis by physician or physicians chosen by the Claims Manager;
  - b) requiring recipients to testify as to their current conditions, in which case a transcript shall be made and a copy provided to the recipient, and
  - c) requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.
- 2) The Claims Manager shall have the sole and exclusive authority to determine whether a claimant is entitled to continuation of §207-c benefits. In making the determination, the

Claims Manager shall examine the facts and circumstance giving rise to the application for such benefits and the recipient's current condition.

**SECTION 10: BENEFITS**

- 1) Any recipient of §207-c benefits shall receive all the rights, benefits and medical coverage under the collective bargaining agreement for the first (18) months such recipient is unable to return to full duty as a result of the injury or illness. Said benefits include but are not limited to salary, briefing time, education incentive, longevity, holiday pay, sick leave accrual, vacation accruals, holiday accruals, personal leave accruals, health, dental and eye insurance.
- 2) In the event of the recipient's injury or illness causes he/she to enter into the (19) month off work, said recipient shall continue to receive salary pursuant to Article 8, paragraph A of the collective bargaining agreement, health, dental and eye insurance, but no other benefits or accumulations.

**SECTION 11: TERMINATION OF BENEFITS**

If for any lawful reason, including but not limited to all the reasons specified in these procedures, the Claims Manager determines that a recipient is no longer or was never eligible for benefits; the Claims Manager shall terminate such benefits as of the date of determination of ineligibility. Notice of such termination, the reasons therefore and a list of materials and/or information considered shall be served by mail upon the claimant and the Chief of Police. The claimant, within ten (10) days after receipt of the notice of termination, may request a review of the decision to terminate §207-c benefits. Pending a determination under this section, the claimant may use available vacation or personal leave accruals. Any §207-c benefits paid to a claimant who is later determined to have been ineligible for all or part of such benefits shall be required to refund to the Town that amount of monies received to which he/she was un-entitled. If such refund is not made immediately, it may be recovered by the Town in a civil action, or by payroll deduction.

**SECTION 12: REVIEW PROCEDURES**

A review requested under the provisions of these procedures shall be conducted as follows. The Parties shall select a neutral arbitrator through the lists and procedures in such cases made and provided by the New York State Public Employment Relations Board. The arbitrator selected shall be provided with all of the information and materials upon which the determination was based. If the recipient offers the Claims Manager any material or information in support of his/her application

that the Claims Manager declined to consider, he/she shall have the right to submit that information or material to the arbitrator. The arbitrator shall have no authority to consider any information, materials or testimony other than that previously described. The arbitrator shall review the record presented and consider whether determination under review was supported by a preponderance of the evidence. After such review, the arbitrator shall render a final and binding determination reviewable only pursuant to Article 75 of the CPLR.

**SECTION 13: COORDINATION OF WORKERS'S COMPENSATION BENEFITS**

Upon payment of §207-c benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the Town for periods which a claimant received §207-c benefits. If the claimant shall have received any worker's compensation benefits hereunder which were required to be paid to the Town, the claimant shall repay such benefit received to the Town or such amounts due may be offset from any §207-c benefits thereafter. Upon termination of §207-c benefits, any continuing worker's compensation benefits shall be payable to the applicant.

**SECTION 14: DISABILITY RETIREMENT**

Pursuant to the General Municipal Law, payment of the §207-c benefits shall be discontinued with respect to any claimant who is granted an accidental disability retirement or retirement incurred in the performance of duty or similar disability pension.

**SECTION 15: MISCELLANEOUS**

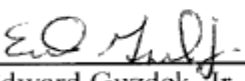
Any claimant or recipient currently receiving §207-c benefits, or on light duty shall not be permitted to work overtime or any other off-duty employment during such period as prescribed in the Standard Operating Procedures of the Police Department.

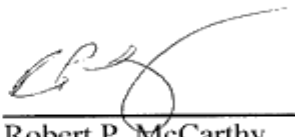
The provisions hereinbefore stated shall apply to all male and female police officers.

IN WITNESS WHEREOF, the parties have set their hands and seal 23 Dec. 12009.

AMHERST POLICE CLUB, INC.

TOWN OF AMHERST

  
\_\_\_\_\_  
Edward Guzdek, Jr.  
President

  
\_\_\_\_\_  
Robert P. McCarthy  
Director of Human Resources

## NOTES