

3. An officer must be informed of the nature of an investigation, before any interrogation begins. The information must be sufficient to reasonably inform the officer of the nature of the investigation which is being conducted.
4. Interrogation must be completed with reasonable dispatch. Reasonable rest periods will be allowed and time will be provided for personal necessities, meals, telephone calls and rest periods, as reasonably required.
5. A police officer shall not be subjected to offensive language and shall not be threatened with transfer, dismissal or any other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions. Nothing, herein, is to be construed to prohibit the investigating officer from informing the police officer that the officer's conduct can become the subject of disciplinary action, resulting in disciplinary punishment.
6. A police officer, who is under investigation, has the right to have a representative of the police Club present or the presence of an attorney, with the officer, during any questioning, hearing or interrogation unless such presence would cause a delay in the questioning, hearing or interrogation.
7. There will be no secret recording of any interrogation or interview, of an officer, pursuant to this section.
8. A police officer, under investigation, will be furnished with a copy of any statement, signed or made by the officer or of any proceedings that have been recorded, in any manner.
9. Police officers will not be given polygraph examinations.
10. No police officer will be required or requested to waive constitutional rights, granted under the United States or the New York State Constitutions.
11. Evidence attained in violation of this section, may be excluded in a disciplinary proceeding.

SECTION 14.6 – LABOR MANAGEMENT COMMITTEE

The Town and the Club shall establish a Labor Management Committee to evaluate issues and concerns relating to elimination of desk lieutenant positions; to discuss and establish practices and procedures concerning the pick-up and drop-off of officers; to discuss the status of Field Training Officers; and to monitor health care costs and to explore possible savings.

SECTION 14.7 – OFF-DUTY EMPLOYMENT POLICY

Any off-duty employment that involves wearing the uniform of the Town of West Seneca Police Department or utilizing any equipment (includes Town firearm) must be pre-approved in writing by the Chief of Police.

All off-duty employment must not interfere with the officer's employment with the Town of West Seneca and must comply with State Law. It is understood that any off-duty employment may not bring the Department into disrepute or impair the operation or efficiency of the Department or officer. A denial of an officer's request must be presented to the officer in a timely manner, with the reason for the denial. Any denial of off-duty employment may be submitted to the grievance procedure as set forth in SECTION 4.1 of the collective bargaining Agreement.

ARTICLE 15 – UNIFORMS

SECTION 15.1 – UNIFORM ALLOWANCE

Each police officer shall be granted a clothing maintenance allowance in the amount of \$975.00, which shall be paid to each officer not later than March 1st of that year. Police officers assigned to motorcycle duty shall be paid the additional sum of \$75.00 per year.

Newly appointed police officers, in addition to the uniform maintenance allowance, shall be paid the sum of \$100.00 during the first year of appointment, which sum will be used towards the purchase of police uniforms and equipment.

ARTICLE 16 – UNION RIGHTS

SECTION 16.1 – CLUB OFFICERS

Club officers shall be allowed to attend the regular monthly meeting of the Police Club without loss of pay or time. Not more than two (2) officers may be absent from duty, for attendance at such meetings.

SECTION 16.2 – OTHER MEETINGS

Two (2) police officers, designated by the Club, will be authorized to attend the meetings of the Western New York Police Association, Inc. without loss of pay, time or other privileges. This privilege will also be extended to members of the West Seneca Police Benevolent Association, who are officers of the Western New York Police Association, Inc. However, not more than one (1) member of the West Seneca Police Benevolent Association, who is an officer of the Western New York Police Association, Inc., shall be extended this

privilege. Subject to manpower requirements, midnight officers will be allowed to use Western days.

SECTION 16.3 – STATE CONVENTIONS

Three police officers, designated by the Club, plus the president of the Police Benevolent Association, or a member designated by the President if the President is unable to attend, will be permitted to attend statewide Police Conference of New York (“PCNY”), without loss of pay, time or other privileges and the Town will pay, not more than \$200.00 toward the expenses of each officer, so attending. This privilege may also be extended to police officers who are officers of the Western New York Police Association, Inc.

Additional police officers may be granted this privilege, by the Town Board, if the functioning of the police department is not placed in jeopardy and if the head of the department approves attendance.

SECTION 16.4 – UNION LEAVE TIME

The Club officers shall be permitted a total of thirty (30) days per year, excused absence with pay, to attend to union business or to attend conferences.

SECTION 16.5 – BULLETIN BOARDS

It is agreed that the Club may use one official bulletin board, for the purpose of posting notices to officers, provided such notices are clearly designated “Club notices”.

SECTION 16.6 – HEALTH AND WELFARE LEAVE TIME

The secretary of the Health and Welfare Fund shall be permitted fifteen (15) days excused absence with pay to attend to the business of the Health and Welfare Fund. The secretary of the Health and Welfare Fund will be required to sign-in and sign-out on the excused day.

The secretary shall be so excused one (1) day each month thereby using 12 of such days. The remaining days may be taken as required. These excused days shall be non-cumulative and if not so used, they shall be lost.

SECTION 16.7 – NOTICE OF ABSENCE

Notice of any absence provided for in this ARTICLE should be given to the Chief or his designee prior to the posting of the next month’s work schedule. Such posting normally occurs ten (10) days prior to the commencement of the next month’s work schedule. In the event that such notice is not provided prior to the posting of the work schedule, the absence may be denied by the Chief or his designee in order to guarantee minimum manpower staffing.

ARTICLE 17 – SHOOTING

ARTICLE 17.1 – SHOOTING TIME

It is agreed and understood that officers interested in participating in the Western New York Police Pistol League will supply their own ammunition and receive no compensation from the Town of West Seneca for their attendance.

ARTICLE 18 – RESIDENCY

SECTION 18.1 – RESIDENCY

After 15 years of continuous service as a police officer, in the Town of West Seneca, a police officer may reside outside the township.

ARTICLE 19 – TERMS OF AGREEMENT

SECTION 19.1 – CONFLICTS

This Agreement shall supersede conflicting rules and regulations or practices, heretofore established. Rules and regulations, not specifically covered, shall continue in force and effect.

SECTION 19.2 – SEPARABILITY

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 shall not effect the validity of the remaining portion of this Agreement.

SECTION 19.3 – RENEWAL OF AGREEMENT

The parties agree that negotiations for renewal of this Agreement shall commence on or about May1, 2019.

SECTION 19.4- EFFECTIVE DATES

This Agreement, except as modified hereafter, in writing, shall be in effect beginning January 1, 2017 and shall remain in force and effect until midnight, December 31, 2020.

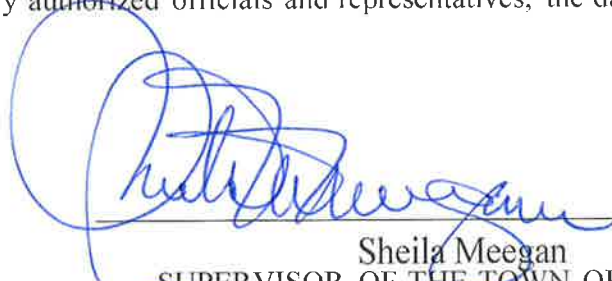
SECTION 19.5- CONTINUATION OF TERMS

The terms of this Agreement shall remain in force and effect until such time as a subsequent Agreement becomes effective.


In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, by its duly authorized officials and representatives, the day and the year first above written.

11/29/2016
Date

12/01/2016
Date



Sheila Meegan
SUPERVISOR OF THE TOWN OF WEST SENECA



Robert A. Bebak
PRESIDENT, WEST SENECA POLICE
BENEVOLENT ASSOCIATION,
INC.

Rank		1/1/2016	1/1/2017	1/1/2018	1/1/2019
Annual Rate Increase %		2.00%	2.50%	2.50%	2.25%
Police Officer (training rate)	Hourly	23.41	23.99	24.59	25.14
Annual Salary	Annual	46,999.67	48,174.67	49,379.03	50,490.06
Police Officer (starting rate)	Hourly	24.51	25.12	25.75	26.33
Annual Rate	Annual	49,215.37	50,445.76	51,706.90	52,870.31
Police Officer (2nd year)	Hourly	27.20	27.88	28.58	29.22
Annual Rate	Annual	54,624.43	55,990.04	57,389.79	58,681.06
Police Officer (3rd year)	Hourly	29.90	30.65	31.42	32.13
Annual Rate	Annual	60,047.68	61,548.87	63,087.59	64,507.06
Police Officer (4th year)	Hourly	32.60	33.42	34.25	35.02
Annual Rate	Annual	65,463.83	67,100.43	68,777.94	70,325.44
Police Officer (5th year)	Hourly	35.30	36.18	37.09	37.92
Annual Rate	Annual	70,879.99	72,651.98	74,468.28	76,143.82
Police Officer (6th year)	Hourly	38.00	38.95	39.92	40.82
Annual Rate	Annual	76,296.14	78,203.54	80,158.63	81,962.20
Police Officer (7th year)	Hourly	40.69	41.71	42.75	43.72
Annual Rate	Annual	81,712.29	83,755.10	85,848.98	87,780.58
Detective	Hourly	42.72	43.79	44.88	45.89
Annual Rate	Annual	85,785.60	87,930.24	90,128.49	92,156.38
Patrol Lieutenant	Hourly	47.10	48.28	49.49	50.60
Annual Rate	Annual	94,581.25	96,945.78	99,369.43	101,605.24
Detective Lieutenant	Hourly	47.10	48.28	49.49	50.60
Annual Rate	Annual	94,581.25	96,945.78	99,369.43	101,605.24
Captain	Hourly	49.45	50.69	51.96	53.13
Annual Rate	Annual	99,303.60	101,786.19	104,330.84	106,678.29

1/1/2020
2.25%
25.71
51,626.09
26.92
54,059.89
29.88
60,001.38
32.85
65,958.47
35.81
71,907.76
38.77
77,857.06
41.74
83,806.35
44.70
89,755.64
46.93
94,229.90
51.74
103,891.36
51.74
103,891.36
54.32
109,078.55

College Incentive	1/1/2016	1/1/2017
Annual Rate Increase %	2.00%	2.50%
Bachelor's Degree	\$787.16	\$1,000.00
Associate's Degree	\$423.87	\$500.00
Per Credit Hour	\$4.24	\$5.00

Longevity Pay	
5 -9 years	1,250.00
10-14 years	1,400.00
15-19 years	1,600.00
20-24 years	2,075.00
25+ years	2,250.00

1/1/2018	1/1/2019
2.50%	2.25%
\$1,025.00	\$1,048.06
\$512.50	\$524.03
\$5.13	\$5.24