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MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF BUFFALO

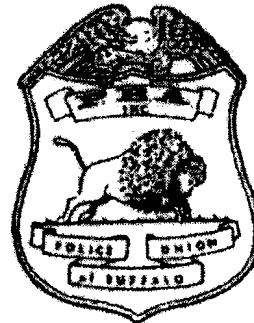
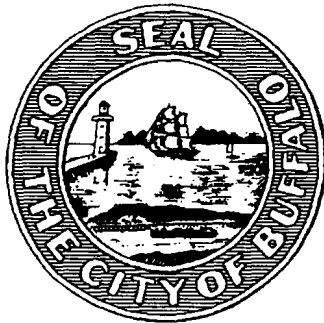
AND

THE BUFFALO POLICE

BENEVOLENT ASSOCIATION

7/1/02 - 6/30/07

Dated 19 MARCH 2003



ANTHONY M. MASIELLO, Mayor

ROCCO J. DIINA, Commissioner, Police

LEONARD A. MATARESE, Commissioner, Human Resources

LOUIS R. GIARDINA, Director, Labor Relations

MICHAEL B. RISMAN, Corporation Counsel

SEAN P. BEITER, Attorney

ROBERT P. MEEGAN, JR., President

JOHN J. JUSZKIEWICZ, 1st Vice President

RANDIE J. JOSEPH, 2nd Vice President

RAYMOND A. FIELDS, Recording Secretary

WILLIAM J. MISZTAL, Treasurer

JAMES SCHWAN, Attorney

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OCT 24 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF BUFFALO
AND
THE BUFFALO POLICE BENEVOLENT ASSOCIATION**

The City of Buffalo ("City") and the Buffalo Police Benevolent Association ("PBA") have reached agreement for a successor collective bargaining agreement:

1. The parties agree to a successor collective bargaining agreement for the period of July 1, 2002 to June 30, 2007 and it shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the termination date that it desires to modify this Agreement.
2. The parties agree to implement a one-officer patrol car system as is generally described in the Policy Statement attached hereto.
3. The parties agree to continue and maintain the ten-hour schedule for Police Officers assigned to Patrol with the schedule being:

Shift 1	2400 - 1000 hours
Shift 2	0600 - 1600 hours
Shift 3	1000 - 2000 hours
Shift 4	1530 - 0130 hours
Shift 5	2000 - 0600 hours

The above new ten-hour day schedules apply to the Patrol Division including Traffic and Flex Units. Lieutenants in Patrol will be assigned to the 0600-1600, 1530-0130 and the 2000-0600 shifts. Captains will be assigned to the 1000-2000 and the 2000-0600 shifts.

Detective Sergeants, Detectives, and personnel assigned to headquarters shall have no change in their schedule.

Shift bidding shall be consistent with the current practice of in house posting for shift and shall be by seniority within the District.

Overtime call ins for Police Officers in the Patrol Division shall also be by District seniority.

The parties agree that in the absence of an Assistant Chief, the functions and duties performed by that classification can be reassigned elsewhere within the bargaining unit to employees holding the rank of Detective or above. The Assistant Chief classification shall be eliminated only through attrition.

The parties agree that the Department can reassign Inspectors as Duty Officers. They would be assigned to the 1000-2000 and the 2000-0600 shifts by seniority.

It is agreed and understood that in the absence of an on duty Inspector, the Senior Captain in Patrol for the 1000-2000 and 2000-0600 shifts shall be responsible for responding to serious incidents outside his/her assigned district until the situation is resolved or he/she is relieved.

4. Until such time as the number of sworn officers in the Police Department has been reduced to 675:
 - (A) The City agrees that no PBA bargaining unit member shall be laid off. The reduction in the current number of sworn officers and/or the number of positions within the existing ranks and/or classifications shall be by attrition.
 - (B) The PBA agrees not to object to the reduction in the size of the force and agrees that the parties have fully and completely bargained over these issues and waives its right, if any, to further bargain over the reduction in the numbers of sworn officers or the impact thereof, and further waives its right, if any, to submit any issues relating to the reduction in the numbers of sworn officers or the implementation and/or impact thereof to Compulsory Interest Arbitration

It is expressly acknowledged by both parties that the reduction in the number of sworn officers in the Police Department to 675 may not be accomplished by June 30, 2007, and the agreements set forth shall continue past the expiration of this Agreement until that reduction is achieved.

Once the number of sworn officers in the Police Department has reached 675, the agreements set forth in (A) and (B) above shall terminate, and the parties shall revert to whatever rights they had with respect to these issues prior to this Agreement.

5. In consideration of this Agreement, the PBA shall withdraw its pending Petition for Compulsory Interest Arbitration regarding the impact of the prior layoffs. The PBA shall withdraw its Declaration of Impasse regarding the contract period subsequent to June 30, 2002. The Union agrees that the parties have fully and completely bargained over the implementation and impact of the matters and subjects of this Agreement and the Union waives any right to further bargain over the implementation and/or impact of these matters and subjects or the impact thereof, and further waives the right to submit any issues relating to the implementation and/or impact of these matters and subjects to Compulsory Interest Arbitration. It is agreed and understood that the Union has not waived its right to grieve disputes arising under this Agreement and to submit such disputes to arbitration under the grievance and arbitration procedure set forth in the collective bargaining agreement.

6. It is agreed that no officer shall be reduced in rank or classification as a result of the reduction in the size of the force agreed to as part of this Agreement.
7. The parties agree to compile a successor written collective bargaining agreement incorporating agreements reached since the July 1, 1986 to June 30, 1988 CBA as well as since issued compulsory interest arbitration awards by April 1, 2005.
8. In recognition of the significant improvements in productivity resulting from this Agreement, particularly the implementation of one officer cars, the alteration of shift starting times, civilianization of certain positions, and the ability to utilize exempt positions in command of the Districts, the City agrees to a retroactive \$5,000 across the board increase in base wages or salaries effective July 1, 2002.
9. In addition to the foregoing, the following salary or wage adjustments shall be implemented:

<u>Effective</u>	<u>Percentage Increase</u>
7/1/03	3.4%
7/1/04	3.4%
7/1/05	3.4%
7/1/06	3.4%

10. The City agrees that it will not make any reductions in the rank of Detectives until all Detectives demoted on July 1, 2002 have been re-appointed and/or their right to re-appointment based on the existing preferred list expires.

The City agrees that it will not make reductions in the ranks of Captain and Lieutenant until the current vacancies for those ranks (1 for Captain, 2 for Lieutenant) have been filled by permanent appointment within thirty (30) days from Common Council approval and PBA ratification.

The City agrees that it will not make reductions in the rank of Police Officer until the four Police Officers currently working for the Erie County Sheriff's Department are recalled. These officers shall be recalled within fourteen (14) days of the Common Council approval and PBA ratification of this Agreement.

11. During the term of this Agreement, the City agrees to maintain a minimum number of officers for each rank as is set forth in Appendix A. The City shall, at all times, employ a minimum of 450 Police Officers. In the event the minimum for a rank position falls below the stated minimum, the vacancy shall be filled within 45 days of the created vacancy. It is agreed that individuals hired as Police Officers, who are either academy cadets or who are awaiting assignment to the academy shall be included in the number of Police Officers employed by the City for the purpose of this section.

12. In consideration of the productivity improvements generated by this Agreement and the significant changes in departmental operations that will result from this Agreement, the City agrees to reimburse the PBA during the term of this Agreement for its actual, out-of-pocket expenses incurred for the operation of the "On-Duty Emergency Legal Assistance Program". It is agreed and understood that this Program covers legal assistance in connection with an initial statement and consultation in the event that an individual is injured or killed by the actions of an officer, on duty, in the performance of his/her duty. It does not include a criminal defense. The PBA shall submit documentation of its actual, out-of-pocket expenses as received to the Commissioner of Human Resources, and the reimbursement payment to the PBA shall be made within 45 days.
13. The parties mutually recognize that there may, from time to time, be need to adjust manpower levels in response to announced retirements. From July 1, 2003 to June 30, 2007, the City shall have the right to review and adjust manpower levels semi-annually on July 15th and January 15th due to reductions in manpower caused by retirements. Thereafter, the City shall have the right to review and adjust manpower levels annually.
14. It is agreed that the photographer, property office, court liaison, quartermaster, and public information officer positions may be civilianized by attrition. It is further agreed that the City shall have the right to assign the work of transporting prisoners to and from the cell block to the Erie County Sheriff's Department.
15. It is agreed that the City shall have the right to utilize an exempt, non-union position (Chief or Commander or alternative title) as District or Division Commander to be taken from the Lieutenant or above ranks.
16. During the period of this Agreement the City agrees not to merge or consolidate the Buffalo Police Department with the Erie County Sheriff's Department without the PBA's written consent. With the consent of the PBA, the City shall have the right to transfer limited duties or activities to the Erie County Sheriff's Department or other law enforcement agencies in order to achieve the reduction in force described in the above paragraphs. This provision shall terminate at midnight on June 30, 2007, and shall not continue in effect past that date, regardless of whether a successor agreement or Compulsory Interest Arbitration Award is in place. The parties shall revert to whatever rights they had with respect to these issues prior to this Agreement.
17. The parties recognize that, from time, to time disputes may arise as a result of the implementation and application of this Agreement. The parties agree to expeditiously resolve said disputes. To do so, the parties agree to formulate a committee comprised of an equal number of City and PBA representatives. In addition, the Commissioner of Human Resources shall act as a non-voting Chair of the committee. The committee shall be charged with the responsibility to

attempt to resolve all disputes at the lowest possible level. Nothing shall preclude the parties from also utilizing the grievance / arbitration procedures.

18. The parties acknowledge that the City is currently unable to fund the initial costs associated with this Agreement without assistance from the State of New York, the County of Erie and/or the United States Government, and this agreement is contingent upon receipt of such assistance by May 31, 2003. The parties agree to aggressively work together to obtain such funding. Both parties recognize the benefits this Agreement will provide to the residents of the City of Buffalo, and to the members of the Buffalo Police Department.
19. This Agreement is subject to approval of the Common Council and PBA membership ratification.

FOR THE CITY

Amely M. Mancels

MAYOR

Date: 3/19/03

[Signature]

COMMISSIONER OF HUMAN
RESOURCES

Date: 3/19/03

APPROVED AS TO FORM

[Signature]

CORPORATION COUNSEL

Date: 3/19/03

FOR THE PBA

[Signature]

PRESIDENT

Date: 3/19/03

[Signature]

ATTORNEY FOR PBA

Date: 3/19/03

[Signature]

APPENDIX A

Title / Classification	Minimum Permanent Positions
Police Officer	450
Detectives	85
Photographer	0
Detective Sergeant	0
Lieutenants	90
Assistant Chiefs	0
Captains	18
Inspectors	2

BUFFALO POLICE DEPARTMENT

PATROL UNITS CALL FOR SERVICE RESPONSE POLICY

One-officer **vehicles/units** have always been a feature within the Buffalo Police Department. Historically, and to this day, supervisors, traffic cars, motorcycles, radar, K-9, AIU, bicycle patrols, etc, operate with only one person in the vehicle. Traditional areas of operation for these vehicles have been traffic control, fire duty, accident calls, cover calls, crossing details, funeral escorts, report taking, tagging, etc. These duties can be expanded to increase operational efficiency without jeopardizing officer safety.

The Police Commissioner, or the Commissioner's designee shall determine when and where one-officer units and two-officer units are assigned.

The Department has taken various steps to ensure Officer safety in support of the one-officer manned vehicle:

- A policy is in effect for officers receiving 911 calls to call on scene and to call back in service upon completing the call. The Radio Dispatcher is required to monitor calls and obtain a status report from officers who have been out of service on a call.
- Training in the effective use of Chemical Agent Projectile (CAP) Spray has been and is made available, as well as the spray itself, to all patrol personnel.
- Patrol vehicles are equipped with Mobil Computer Terminals in which officers have been trained in procedures to call in at scene.
- All personnel have been equipped with bulletproof vests and portable radios.

One-officer units may be designated primary responders to answer calls without limitation, with CAD being programmed to dispatch such. CAD will also be programmed to assign two one-officer units to selected calls. See attached CAD call types designating 1 unit and 2 (1unit) or 1 (2 unit) responders.

Responsibility of Radio Units

- A. A radio unit shall mean any member or members of the Patrol Division who have been assigned to a mobile patrol unit and whose primary responsibility is responding to calls for service.
- B. Upon receipt of a call by a broadcast (i.e. either by MCT or police radio) from the Radio Dispatcher, the unit shall immediately acknowledge receipt of that call. All units shall acknowledge the call by use of the voice radio and MCT. All calls must be acknowledged within one minute from the time they were originally transmitted.
- C. After receipt of the call, the unit shall immediately proceed by the most direct route, to the location of that call. As soon as the unit arrives at the location, the arrival will be acknowledged by using the MCT.

PATROL UNITS CALL FOR SERVICE RESPONSE POLICY

Page 2 of 4

- D. The unit will not leave the patrol vehicle without first advising Radio Dispatch of his or her exact location, and a brief report, (i.e.) registration number of any vehicle involved, occupants, anticipated length of time out of the vehicle, etc. He or she will not leave the vehicle until acknowledgement has been received from the Radio Dispatcher. While at the scene, the unit shall take appropriate police action.
 - E. For designated calls requiring two one-unit responders, the first unit on the scene will exercise extreme caution and will give the radio dispatcher a preliminary assessment from a safe distance of the circumstances (e.g. fake call, additional assistance required, ambulance needed, etc.). The backup officer will work as the partner to the officer originally responding to the call. The backup officer will remain at the scene only until his presence is no longer needed at which time he/she will call back into service. The initial unit assigned the call by the Dispatcher will be responsible for taking all appropriate police action following this initial assessment.
 - F. Upon completion of the call, the unit shall immediately notify the Radio Dispatcher and enter the call's disposition through the MCT. Units must notify the Radio Dispatcher that they have either completed the call or that additional time is required.
 - G. Units shall maintain a complete, legible Radio Log Sheet (P-1124), recording the time a call was received, the type of call, the time of arrival on scene, the time the call was completed, and the disposition of each call. The contents of each simulcast shall also be recorded on the Radio Log.
 - H. Units must respond to all transmissions from the Radio Dispatcher whether or not they are currently handling a call for service. A unit may be required to leave a call of lower priority in which they are currently involved in order to respond to a higher priority call.
 - I. Units shall not leave their assigned area of patrol during their tour of duty unless they are involved in police business, have first obtained permission of a superior officer and they have notified the Radio Dispatcher.
 - J. Units must inform the Radio Dispatcher whenever they leave their mobile patrol unit.
 - K. Units not assigned to a particular call and who are in close proximity may assist the unit to which the call was assigned, but only after informing the Radio Dispatcher.
 - L. For crimes in progress calls, responding units shall coordinate their response through the use of the police radio and or the MCT. The backup officer will work as the partner to the officer originally assigned the call. The officer will remain at the scene only until his presence is no longer required. The backup officer will then clear the scene and join in the search of the area for the suspect.
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PATROL UNITS CALL FOR SERVICE RESPONSE POLICY

Page 3 of 4

Supervisory Responsibilities

- A. Patrol Lieutenants in command of a work shift shall continuously monitor the police radio and respond to, and assume command of, all serious incidents, including car and foot pursuits.
- B. Patrol Lieutenants will be responsible for the safety and actions of their employees and direct accordingly while notifying Radio Dispatch.
- C. Patrol Lieutenants will monitor radio communications and the status of officers out of service and correct deficiencies within their own command.
- D. Patrol Lieutenants will monitor calls for service and backlogs in their respective districts via MCT and consider redeployment of sector units within their district.

Radio Dispatcher Responsibilities

- A. A patrol unit will not be dispatched to a call designated for 2 units until a second unit is available.
- B. The Patrol Lieutenant must be advised when units are sent to a radio call requesting two units, and acknowledgment must be received.
- C. The Radio Dispatcher must monitor to ensure that patrol units advise the Radio Dispatcher of their exact location at all times when leaving the patrol vehicle and the reason for leaving.
- D. In all circumstances, where any doubt whatsoever exists as to the nature of the call (i.e., unknown trouble), two patrol units must be dispatched.
- E. For crimes in progress calls, the dispatcher will give the units responding to the call air priority in order for the responding officers to coordinate their response.

911 Lieutenant Responsibilities

- A. The 911 Lieutenant will monitor all radio calls and ensure that proper procedures are being followed by the Radio Dispatchers.

Single Unit Implementation Plan

Training

- A. The Inspector, Captains, Lieutenants and designated patrol officers from the first district where one-officer units will first be implemented will be sent to the City of Rochester to receive familiarity training with one-officer units. One-officer units have been in existence in Rochester since 1978.
- B. Radio Dispatchers will also be sent to Rochester to be trained in dispatching to single units.

PATROL UNITS CALL FOR SERVICE RESPONSE POLICY

Page 4 of 4

- C. All remaining patrol districts will receive familiarity training from already trained personnel assigned to the districts where single units have been implemented.
- D. All Patrol Officers will be trained in the proper techniques for vehicle stops. This training will be through video instruction offered via the Law Enforcement Resource Center (Vehicle Stops and Officer Safety).
- E. Shotgun training will be provided to all patrol officers.

Implementation

- A. B District will be the first district where one-officer units are to be utilized. The district will phase one-officer patrol units into the district until the entire district is equipped with all one-officer patrol units. This process will take up to sixty days.
- B. The next district where one-officer patrol units will be implemented (to be determined) will follow the same process as the B District. However, before any officer is assigned to a single unit, he/she will receive on the job training in B District.
- C. Each of the remaining districts will also follow the same process initiated in B District and officers will be trained in those districts that now have single units.

Steering Committee

- A. Throughout the implementation process, a steering committee comprised of Police Department managers, union representatives, government officials, (i.e. Council members), community representatives, participating key personnel such as, a 911 Lieutenant, Radio Dispatcher, District Patrol Captain, Lieutenant, Inspector, etc. This committee will meet at least bi-weekly and will evaluate the implementation process, and will make changes and recommendations when necessary.