Contract
&
By~Laws

"SUCCESS IN ALL YOUR ENDEAVORS"

BUFFALO POLICE BENEVOLENT ASSOCIATION, INC.

CONTRACT AND BY-LAWS

74 FRANKLIN STREET, ROOM 110
BUFFALO, NY 14202

(716) 851-4501 OR 842-1258

LT. JAMES PANUS
PRESIDENT

PO KEVIN KENNEDY
1ST VICE PRESIDENT

DET WILLIAM GAMBINO
2ND VICE PRESIDENT

PO JOHN EVANS
RECORDING SECRETARY

INSP. WILLIAM J. MISZTAL
TREASURER

Agreement

(dated December 30, 1987)

July 1, 1986

through

June 30, 1988

(Including Sands and Prosper Awards)

AGREEMENT BETWEEN

CITY OF BUFFALO, NEW YORK

and the

BUFFALO POLICE BENEVOLENT ASSOCIATION, INC.

JULY 1, 1986 - JUNE 30, 1988

&

* JOHN SANDS AWARD DATED SEPTEMBER 5, 1989

JULY 1, 1988 - JUNE 30, 1990

&

** PETER PROSPER AWARD DATED JUNE 29, 1992

JULY 1, 1990 - JUNE 30, 1992

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(*) John Sands Award - July 1, 1988 - June 30, 1990
(**) Peter Prosper Award - July 1, 1990 - June 30, 1992

AGREEMENT

THIS AGREEMENT, entered into this 30th day of December, 1987 by and between the CITY OF BUFFALO, NEW YORK, a municipal corporation, hereinafter called the "City" and BUFFALO POLICE BENEVOLENT ASSOCIATION, hereinafter called the "Union".

WITNESSETH :

WHEREAS, it is the public policy of the City of promote harmonious and cooperative relationships between the City and its employees; and

WHEREAS, it is the further policy of the City of protect the public by assuring at all times the orderly and uninterrupted operations and functions of its government, and

WHEREAS, these policies are best effectuated by

(a) Granting to its public employees the right of organization and representation; and

(b) Requiring the City to negotiate with and enter into written agreements with Unions representing public employees which have been certified or recognized, and

WHEREAS, the City has recognized the Union for the purpose of negotiating collectively in the determination of, and administration of, grievances arising under the terms and conditions of employment and also for negotiating and entering into a written agreement with the said Union to determine such terms and conditions of employment; and

WHEREAS, the parties hereto have negotiated in good faith with respect to compensation and other terms and conditions of employment; and

WHEREAS, the parties following extended and deliberate negotiations have reached certain understandings and desire to embody them in a formal agreement, which the Common Council of the City has authorized the Mayor to execute pursuant to Common Council Proceeding Item No. 74 of October 27, 1987.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

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NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows

ARTICLE I

RECOGNITION

1.1 Exclusivity

The City hereby recognizes the Union as the sole and exclusive negotiating agent for all of the employees whose job titles appear on Schedules "A" through "D", annexed for the purpose of establishing compensation and other terms and conditions of employment for the life of this Agreement.

1.2 Dues and Fees

The City shall deduct membership initiation fees from the wages of those employees who have filed with the Comptroller an appropriate written authorization to do so and shall remit the same to the Union. The City shall also deduct Union dues every two (2) weeks from the wages of those employees who have filed with the Comptroller an appropriate written authorization and shall remit the same to the Union. The necessary authorization forms shall be provided by the Union. The amount to be deducted from each employee's wage shall be certified to the Comptroller by the Secretary-Treasurer of the Union.

1.3 Agency Shop

(A) Any present or future employee represented by the Buffalo Police Benevolent Association, Inc., who is not a Union member and who does not make application for membership, shall have deducted from their wage or salary the amount equivalent to the dues levied by such employee organization. The Comptroller shall make such deductions and transmit the sum so deducted to such employee organization, provided however, the employee organization has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes only incidentally related to terms and conditions of employments.

(B) For the purpose of this Agreement, the term "Employee" shall mean, unless otherwise specified, only permanent, probationary, or provisional personnel, or those who have been in City service on a full-time basis for six (6) consecutive months of more.

(C) The employee organization shall indemnify and hold harmless the City of Buffalo and its officials or employees from any cause of action, claim, loss, or damages incurred as a result of the Employer's deduction of an agency fee from any employee. The employee organization shall have no right or interest in any agency fee deduction until such collected monies are actually

paid to the employee organization. Upon the forwarding by mail of payment of the agency fee deduction to the last known address of the employee organization, the City of Buffalo and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the employee organization.

1.4 Disaffirmance of Right to Strike

The Union affirms that it does not and will not assert the right to strike or to engage in other concerted stoppage of work or slow-down by its members against the City nor to assist or participate in any such acts nor to counsel, 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 Union or any of its members shall violate any of the provisions of this Section, the Union or its said members shall be subject to all the penalties imposed by law.

1.5 City Service Defined

For the purposes of this Agreement, the term 'City service' shall include service with the Buffalo Board of Education, Buffalo Housing Authority, Buffalo Sewer Authority, and any City of Buffalo department or division whose job title is found in the approved City salary ordinances. Service with any other employer will not be considered City service.

If an employee is hired by the Buffalo Police Department in a position represented by the Union and has immediate service or a break in service of one (1) year or less from the above-referenced agencies, the employee's vacation and personal leave entitlements shall be based on their original date of hire in these agencies, with appropriate adjustments made for any breaks in service. Personal leave utilized in the previous twelve (12) month period shall be deducted from the member's entitlement in the first year of hire in the Police Department. Appointments at other than the first salary increment step shall be made only with the approval of the Commissioner of Police and Director of Labor Relations, and shall not be subject to the grievance procedures outlined in this Agreement.

If the employee's hiring by the Buffalo Police Department is preceded by a break in service of more than one (1) year, he shall be treated as a new employee. Prior City service will count for vacation purposes only.

ARTICLE II

SALARIES AND HOURS OF WORK

2.1 Salary

(A) Retroactive to July 1, 1986, each employee shall receive a salary increase of $100, as reflected in Salary Schedule "A".

(B) Retroactive to July 1, 1986, each employee shall receive a salary increase of four (4) percent; and each employee holding the rank of Police Officer shall receive an additional salary increase of $100, as reflected in Salary Schedule "A".

(C) Retroactive to January 1, 1987, each employee shall receive a one (1) percent salary increase, as reflected in Salary Schedule "B".

(D) Retroactive to July 1, 1987, each employee shall receive a five (5) percent salary increase and each employee holding the rank of Police Officer shall receive an additional salary increase of $100, as reflected in Salary Schedule "C".

(E) Effective January 1, 1988, each employee shall receive a one (1) percent salary increase, as reflected in Salary Schedule "D".

(F) The City shall pay all salaries and wages upon a biweekly basis. In the event that the regularly scheduled day of payment is a holiday, payment shall be made upon the day preceding.

2.2 Hours of Work

(A) The regular hours of daily work shall be consecutive except for interruptions for lunch periods.

(B) All Employees shall be scheduled to work a regular work shift as determined by the Commissioner of Police, which work shift shall have a regular starting and quitting time. The present platoon system shall remain the same and the hours are:

0730 hours to 1530 hours
1530 hours to 2330 hours
2330 hours to 0730 hours

All shifts not listed above shall remain the same.

Except for emergency situations, as declared by the Commissioner of Police as outlined in 2.2(D), work shift schedules shall not be changed by the Commissioner of Police unless the changes are mutually agreed upon. Work shift schedules shall not be changed as a disciplinary measure, or for the purpose of depriving any employee of a benefit to which he would otherwise be entitled.

*** * * AWARD * * ***

*** - SANDS AWARD - SALARY - ARTICLE II - Section 2.1**

1. Effective on the date of this Award, the base annual salaries of bargaining unit personnel shall be increased by an amount equal to ten percent (10%) of the rate in effect on July 13, 1988.

2. Effective July 1, 1988 and July 1, 1989 the base annual salaries of bargaining unit personnel shall be increased by five percent. Those increases shall not include any portion of the preceding paragraph's ten percent adjustment.

3. If the City retains a municipal law enforcement consulting organization to address modernization issues, the parties shall establish a joint labor-management committee to consider those issues and to work with the consultants to facilitate implementation of modernization programs.

**** - PROSPER AWARD - SALARY - ARTICLE II - Section 2.1**

Effective July 1, 1990, salary shall be increased by four (4%) percent.
Effective January 1, 1991, salary shall be increased by four (4%) percent.
Effective July 1, 1991, salary shall be increased by four (4%) percent.

(C) The City shall maintain and make available to all its employees a daily record showing the time worked by each employee.

(D) Whenever public demands require the Commissioner of Police to suspend any vacation or any W-V day or to increase any tour of duty, all employees affected thereby shall be paid for such suspended vacation and/or leave, or increased tour of duty at the rate of time and one-half (1 1/2).

2.3 Employee Notification

It shall be the responsibility of an employee to keep the employer informed of his current address and telephone number, where he can be notified of emergencies. In disciplinary action, the City shall notify the PBA if the employee cannot be reached.

All notices of change of address and/or telephone numbers to the Commissioner of Police shall be filed within ten (10) days of the effective day of the change.

Except as otherwise provided, each employee is required to report all unscheduled absences from work to a telephone number designated by the Police Department no later than the beginning of the employee's regularly assigned starting time. An employee failing to report an absence shall be deemed to be absent without leave. An employee who reports for work within one (1) hour of the regularly assigned starting time shall not be considered absent without leave. Such employee shall be considered tardy.

Unreported absences and tardiness may result in disciplinary action.

2.4 Reporting Time

The fifteen (15) minute period prior to the commencement of a tour of duty required by police regulation shall be compensated at time and one-half (1 1/2) and such period shall neither be reduced nor eliminated. To be entitled to such payment, an employee must have actually reported for duty.

The twenty-five (25) minute period subsequent to the conclusion of a tour of duty shall be compensated at time and one-half (1 1/2), and such period shall neither be reduced nor eliminated. Employees shall not be required to remain on duty upon the completion of the regular duty hours as stated in Article 2.2(B), except in those circumstances when it is necessary for an employee to complete a task begun in the course of regular duty hours. To be entitled to such payment, an employee must have actually reported for duty.

Employees injured in the line of duty will continue to receive forty (40) minutes of reporting time per day to be paid at the rate of time and one-half (1 1/2).

Whenever an employee, who is properly relieved by his superior, terminates his tour of duty without completing a full eight (8) hours, said employee shall receive forty (40) minutes of reporting time to be paid at the rate of time and one-half (1 1/2).

2.5 Overtime Compensation

Whenever any employee represented by the Union is required to remain on duty or report for duty in excess of a regular work shift, such employee shall be compensated at the rate of time and one-half (1 1/2) for the time worked in excess of the regular work shift.

Overtime shall consist of all work performed in excess of eight (8) hours in any tour of duty, or in excess of the regularly scheduled work week of forty (40) hours per week. Overtime shall be earned in multiples of fifteen (15) minute periods and shall begin after the twenty-five (25) minute period immediately following a tour of duty.

2.6 Overtime Procedure

In the event the Commissioner of Police determines overtime is required, the opportunity to work overtime shall be offered as follows:

(A) The senior off-duty Police Officer assigned to the platoon/unit in which the manpower shortage occurs, shall be offered the opportunity to work overtime. If that off-duty Police Officer declines to accept the overtime the opportunity to work the overtime shall be given to the next most senior off-duty Police Officer within the platoon/unit. Said opportunity shall likewise pass through the platoon/unit based on seniority.

(B) In the event no Police Officer, who is assigned to the platoon/unit in which the manpower shortage occurs, accepts the overtime, then the opportunity to work overtime shall be offered to the most senior off-duty Police Officer assigned to the precinct/bureau in which the manpower shortage occurs, and said opportunity shall likewise pass through the precinct/bureau based on seniority.

(C) If no Police Officer who is assigned to the platoon/unit - precinct/bureau in which the manpower shortage occurs accepts the overtime, then the most junior Police Officer assigned to that precinct/bureau will be assigned to fill the vacancy. In instances of emergency, and upon approval of the commanding officer, the junior Officer may obtain a replacement to fill the vacancy.

(D) In case of emergency, where a command officer cannot readily contact Police Officers pursuant to this Section, then the command officer may retain Police Officers from the platoon which is then on duty, based on seniority as contained herein.

CALLING RT'S FOR OVERTIME

JMD on 10/31/96 at 05:27 PM
Category: 96 - Administrative

ATTENTION: ALL UNITS

IT HAS COME TO MY ATTENTION THAT WHEN THE SITUATION ARISES WHERE IT BECOMES NECESSARY TO FILL A REPORT TECHNICIAN OVERTIME POSITION BY TELEPHONE CANVASSING; SOME UNITS HAVE BEEN FOLLOWING A PROCEDURE WHEREBY THE PERSON CALLING TO FILL THE OVERTIME WAITS FOR A PERIOD OF FIFTEEN (15) MINUTES FOR A POSSIBLE RETURN CALL BEFORE CALLING THE NEXT RT ON THE LIST. THIS IS A CUMBERSOME, TIME CONSUMING AND UNNECESSARY PROCEDURE. ALL UNITS ARE DIRECTED TO USE THE SAME OVERTIME CALLING PROCEDURE WITH REGARD TO WAITING FOR RETURN CALLS AS IS USED WHEN CALLING TO FILL P.O. OVERTIME; i.e. THE WAITING PERIOD FOR A CALL-BACK SHOULD BE FIVE (5) MINUTES. THIS IS A FAIR PROCEDURE AND WILL EXPEDITE THE RT OVERTIME PROCEDURE.

RT J. DIGIULIO

GEORGE M. LONCAR/DPC

(E) Police Officers assigned steady days off (W-V) shall be assigned to platoon W-V section, and shall be offered the opportunity to work overtime when that platoon section is on W-V.

(F) The Police Officer whose absence created the manpower shortage shall not be considered to fill the vacancy, except those on regularly scheduled annual vacations of one (1) or more weeks. Those Police Officers on single A-V days are ineligible for overtime except in emergencies.

(G) For purposes of overtime, seniority shall be based upon the length of a Police Officer's service in that rank, beginning with the date of appointment to that rank.

(H) Personnel on military leave, bereavement leave, leave of absence, sick leave or maternity leave will not be considered for overtime work.

(I) When there is a requirement to replace an absent Detective or Detective Sergeant, the most senior officer, of the rank to be replaced, and in the assignment, shall be given the first opportunity to work overtime. Said opportunity shall likewise pass through the assignment based on seniority. If the overtime is not accepted pursuant to this Section, the least senior officer within the assignment shall fill the vacancy.

In the event department-wide general detective duty is required, selection shall be made from the general roster of Detectives beginning with the most senior Detective and progressing down the seniority list of such officers. The least senior Detective shall fill the vacancy in those instances where overtime is declined pursuant to this Section.

(J) In the event of the necessity to replace an absent Lieutenant, the most senior Lieutenant within the assignment concerned shall be given the first opportunity to work overtime. Said opportunity shall likewise pass through the assignment based on seniority. If the overtime is not accepted pursuant to this Section, the least senior officer within the assignment shall fill the vacancy.

(K) An employee receiving "Preferred Overtime" shall not be considered for an overtime tour of duty until all other preceding procedures have been exhausted.

(L) In the event of the necessity to replace a Captain or Inspector, the most senior officer, of the rank to be filled, shall be given the first opportunity to work overtime, and said opportunity shall likewise pass through the applicable rank based on seniority. If the overtime is not accepted pursuant to this Section, the least senior officer within the applicable rank shall fill the vacancy.

6-116

City would propose that to settle the outstanding grievances filed by the PBA relating to the overtime procedure utilized for the St. Patrick's Day Parade (G-115), the Allentown Art Festival (G-146, G-147) and the Italian Food Festival (G-163) to do the following:

1) Sustain the above mentioned grievances without prejudice and without precedential effect and;

2) Effectuate, as the remedy to these grievances, a agreement with the PBA amending Article II, Section 2.6 by adding a new subdivision to read as follows:

2.6(M) OVERTIME FOR SPECIAL EVENTS

1) In the event that the Commissioner determines that there is a need for "additional manpower" within a precinct due to a "special event" occurring within the geographic confines of of a precinct and in the event the Commissioner determines that overtime is required, then the opportunity to work overtime shall be offered to those off-duty Police Officers in the affected precinct on the basis of seniority.

2) For the purposes of Article II, Section 2.6(M) the term "additional manpower" shall mean manpower over and above the number of Police Officers normally on duty at the affected precinct.

3) For the purposes of Article II, Section 2.6(M) the term "off duty" is defined by reference to Article II, Section 2.6, subdivisions (F) and (H).

CITY OF BUFFALO

Rafael V Digennaro
Police Commissioner, City of Buffalo

APPROVED

BUFFALO POLICE BENEVOLENT ASSOCIATION

Robert P. Morgan
PRESIDENT Buffalo Police Benevolent Assc., Inc.

Upon representations made to me by Stanley J. Silvia, and W. James Schwan, Esq., for their Principals, the persons signatory to this document have freely and voluntarily entered into this Settlement Stipulation in good faith and have requested that it be incorporated into a Consent Award. This I hereby do by my signature below. Further, I retain jurisdiction as Arbitrator of the named grievances in the event that a dispute arises in the implementation of this Stipulated Settlement.

Theodore W. Lang, Arbitrator

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF BUFFALO

AND

THE POLICE BENEVOLENT ASSOCIATION

The parties agree to amend the first sentence in Section (C) of the Memorandum of Agreement, dated August 9, 1994, to read as follows:

"The parties agree that effective with this agreement employees covered under the provisions of the collective bargaining agreement, other than officers in the U.R.T., S.W.A.T., H.M.T. and K-9 Bomb Squad as covered by existing practice, who are off-duty and are called into work resulting from a shortage of manpower will receive a minimum of four (4) hours pay starting from the start of this requested tour of duty."

The parties further agree K-9 Bomb Squad Officers Paul Koenig, John O'Rourk and Walter Gnorek are eligible to receive a minimum call-in of eight (8) hours of overtime pay for each call-in on April 21, 1995.

In execution of the above, the parties hereto have set their hands this 23 ED day of June 1995.

ROBERT P. MEEGAN
PRESIDENT
POLICE BENEVOLENT ASSOC.

GREGORY D. JOOS
DIRECTOR,
LABOR RELATIONS

BUFFALO POLICE DEPARTMENT INTRA-DEPARTMENTAL CORRESPONDENCE

TO	COMMANDING OFFICER S.W.A.T., U.R.T., H.M.T.	SUBJECT	DATE 1/26/87
FROM	Ralph V. Degenhart Commissioner of Police	Overtime/Compensatory Time Rates for S.W.A.T., U.R.T. and H.M.T.	

The following shall be the guidelines for granting overtime/compensatory time to members of the S.W.A.T., U.R.T. and H.M.T. Teams:

1. If a S.W.A.T., U.R.T. or H.M.T. member is on duty and participates in an operation, he shall be granted eight (8) hours compensatory time. If a member is on duty and reports to a scene but does not participate, he is not entitled to compensatory time.

2. If a member is off duty and is called in and participates in an operation, he shall be granted either eight (8) hours overtime pay or sixteen (16) hours compensatory time.

3. If a member is off duty and the operation exceeds eight (8) hours in duration, the member will be entitled to compensatory time only for each hour in excess of eight (8) hours computed at the rate of two (2) hours compensatory time granted for each hour worked in excess of eight (8) hours.

4. If a member is off duty and is called in but does not participate in the operation, he shall be granted either four (4) hours overtime pay or eight (8) hours compensatory time.

Commanding Officers of the affected Units are to advise Team members of the above.

Ralph V. Degennart
Commissioner of Police

RVD/jcw

2.7 Preferred Overtime

Employees desiring to be placed on the Department of Police preferred overtime list, must so notify the Commissioner of Police, or his designee, in writing, six (6) months prior to the employee's requested retirement date. The lists established as a result of this notification procedure shall be in effect for the six (6) consecutive month period following the month of notification only, and shall be assembled and utilized in order of the seniority of the applicants. The preferred overtime list shall contain the names of those employees desiring to work overtime on those days they are scheduled by the department head for approved annual or personal leave.

All hours worked as a result of the preferred overtime list are done so while an employee is using approved annual and personal leave and shall be paid at the rate of time and one-half (1 1/2) of the employee's base salary hourly rate.

An employee who has worked overtime while on annual or personal leave and who subsequently is off duty due to illness or off-duty injury more than six (6) days in the calendar year following his placement on the preferred overtime list, shall have deducted the number of days in excess of six (6) days from his accumulated unused vacation time which would otherwise be paid in a lump sum. Exceptions for serious illness can be made at the sole discretion of the Commissioner of Police.

An employee may work overtime from the preferred overtime list during one (1) calendar year only. Such employee may not work more than one (1) week of preferred overtime in any calendar month. Such employee will not be eligible to work overtime while on annual or personal leave in any subsequent calendar year.

The practice of paying the cash value of unused annual leave shall continue as presently in effect.

If the preferred overtime list procedure is abused, those abuses will be corrected to the reasonable satisfaction of the City.

2.8 Court Time

Police Officers who are required to appear in court before any regulatory or administrative agency for the purpose of testifying at any time other than during their own regularly scheduled work period shall be paid at their regular hourly rate for all time so spent and they shall be guaranteed at least four (4) hours of pay at their regular hourly rate for such time.

2.9 Departmental Conference

Any member who is directed to appear at a departmental

*** * * AWARD * * ***

*** - SANDS AWARD - COURT TIME - ARTICLE II - Section 2.8**

Article 2.8 of the parties' collective bargaining agreement shall be amended to add this sentence: "Court Time shall not be paid to an officer subpoenaed by the Union in a proceeding for the Union's interest."

2.7 Preferred Overtime

Employees desiring to be placed on the Department of Police preferred overtime list, must so notify the Commissioner of Police, or his designee, in writing, six (6) months prior to the employee's requested retirement date. **The requested retirement date shall be clearly stated in the notification to the Commissioner.** The lists established as a result of this notification procedure shall be in effect for the six (6) consecutive month period following the month of notification only, and shall be assembled and utilized in order of the seniority of the applicants. The preferred overtime list shall contain the names of those employees desiring to work overtime on those days they are scheduled by the department head for approved annual or personal leave.

All hours worked as a result of the preferred overtime list are done so while an employee is using approved annual and personal leave and shall be paid at the rate of time and one-half (1 1/2) of the employee's base salary hourly rate.

An employee who has worked overtime while on annual or personal leave and who subsequently is off duty due to illness or off-duty injury more than six (6) days in the calendar year following his placement on the preferred overtime list, shall have deducted the number of days in excess of six (6) days from his accumulated unused vacation time which would otherwise be paid in a lump sum. Exceptions for serious illness can be made at the sole discretion of the Commissioner of Police.

An employee may work overtime from the preferred overtime list during one (1) calendar year only. Such employee may not work more than one (1) week of preferred overtime in any calendar month. Such employee will not be eligible to work overtime while on annual or personal leave in any subsequent calendar year. **Any employees using the Preferred Overtime is using it in anticipation of retirement. If the employee does not retire on the stated retirement date, he/she will not thereafter be entitled to any overtime that becomes available unless all other officers eligible for the overtime decline the opportunity to work that overtime.**

The practice of paying the cash value of unused annual leave shall continue as presently in effect.

If the preferred overtime list procedure is abused, those abuses will be corrected to the reasonable satisfaction of the City.

Richard T. Donovan
Commissioner of Police

Dated: 12/14/92

Robert P. Meegan, Jr.
President, PBA

Dated: 12/14/92

Subject: PREFERRED OT
Date: Wed Dec 16 08:25:25 EST 1992

From: !hql
Message-ID: 19423

ATTN ALL PERSONNEL
SUBJ AGREEMENT REGARDING PREFERRED OVERTIME

ATTN ALL PERSONNEL

AS OF DECEMBER 14, 1992, THE BUFFALO POLICE DEPT AND THE POLICE BENEVOLENT ASSOCIATION HAVE ENTERED INTO AN AGREEMENT MODIFYING ARTICLE II, SECTION 2.7 OF THE COLLECTIVE BARGAINING AGREEMENT CONCERNING PREFERRED OVERTIME.

AGREEMENT REGARDING PREFERRED OVERTIME

NOW, A MEMBER REQUESTING TO BE INCLUDED ON THE PREFERRED OVERTIME LIST MUST CLEARLY STATE HIS/HER REQUESTED RETIREMENT DATE. PREFERRED OVERTIME IS TO BE USED IN ANTICIPATION OF RETIREMENT. IF THE EMPLOYEE DOES NOT RETIRE ON THE STATED RETIREMENT DATE, HE/SHE WILL NOT THEREAFTER BE ENTITLED TO ANY OVERTIME THAT BECOMES AVAILABLE UNLESS ALL OTHER OFFICERS ELIGIBLE FOR THE OVERTIME DECLINE THE OPPORTUNITY TO WORK THAT OVERTIME.

A COPY OF THIS AGREEMENT WILL BE FORWARDED IN THE BUSINESS.

RT M SCHRECKENBERER LAWRENCE R BAYERL/DPC

Subject: BRIDGE CLOSINGS
Date: Wed Dec 16 08:26:22 EST 1992

From: !hql
Message-ID: 19424

MICHIGAN AVE BRIDGE AND OHIO LIFT BRIDGES OPENINGS AND CLOSINGS FOR 12/16/92

ATTENTION ALL COMMANDS.....

INFORMATION RECEIVED FROM DON POLETO, OF THE DEPT OF PUBLIC WORKS THAT AT 0800 HRS, WEDNESDAY, DEC 16-1992, ONE LANE OF THE MICHIGAN AVE BRIDGE WILL BE REOPENED...ALSO ON WEDNESDAY, DEC 16TH, THE OHIO STREET LIFT BRIDGE WILL CLOSE AT 0900 HRS UNTIL 1300 HRS.
THE ENTIRE MICHIGAN AVE BRIDGE WILL CLOSE AGAIN AT 1300 HRS THAT SAME DAY, WEDNESDAY, DEC 16, 1992.
THE OHIO STREET LIFT BRIDGE WILL REOPEN COMPLETELY AT 1300HRS, ALSO ON WEDNESDAY, DEC 16, 1992.
RT M SCHRECKENBERGER CAPT A.GAWRON/TRAFFIC DIVISION

Subject: ECC COLLEGE COURSE
Date: Wed Dec 16 08:27:13 EST 1992

From: !hql
Message-ID: 19425

ATTN ALL

ATTENTION ALL COMMANDS

IN AN ARTICULATION AGREEMENT, ERIE COUNTY COMMUNITY COLLEGE IS WILLING TO CONDUCT TWO (2) COURSES FOR BUFFALO POLICE OFFICERS THAT WOULD EARN COLLEGE CREDITS. THESE COURSES ARE:

COURSE: C.R. 160 - CRIME IN SOCIETY - 3 CREDITS
REGISTRATION FEE - $185.00

THIS COURSE WOULD BE CONDUCTED AT THE BUFFALO POLICE TRAINING ACADEMY AT 1200 TO 1300HRS EVERY MONDAY, WEDNESDAY AND FRIDAY BEGINNING FEBRUARY 1, 1993 AND ENDING MAY 7, 1993.

93660

WYSSLING, SCHWAN & MONTGOMERY
ATTORNEYS AND COUNSELORS AT LAW
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OF COUNSEL
ERNEST G. ANSTEY

October 13, 1994

City of Buffalo
Division of Labor Relations
City Hall, Room 225
Buffalo, New York 14202

Attn: Daniel J. Farberman, Director of Labor Relations

Re: Buffalo PBA Overtime

Dear Dan:

Pursuant to our recent discussion regarding the use of call-in lists versus hold-over lists, I have the following proposed language that may resolve this matter. The parties agree that when overtime is necessary at the end of the shift or the beginning of the next shift, the following rules will apply:

1. In cases where an employee is involved in a particular duty, such as arrest, the employee will continue to the completion of that duty and will be held-over with no minimum payment of overtime.

2. That in the case where there is an absence on the subsequent shift and the employer determines that such vacancy shall be filled, the call-in list will be utilized to fill such vacancy and a minimum of four (4) hours will be due such called in officer.

3. That in cases where there is extra workload on a particular shift which results in all calls not being completed within that shift, the employer has the option of either holding over employees from the previous shift or calling in employees on the recall list, or a combination thereof. In such cases, the employer will pay a minimum of four (4) hours pay in such circumstances to hold over or called-in employee

4. In examples numbered 2 and 3 above, the employer will request employees to work such shift in order of seniority and if refused or declined, then the employer will, by inverse order of seniority, assign such officers.

If you have any further questions regarding this matter please do not hesitate to call or write my office.

Very truly yours,

WYSSLING, SCHWAN & MONTGOMERY

Richard H. Wyssling

RHW:pb
cc: W.J. Schwan, Esq.
Robert Meegan, President PBA
John J. Juszkiewicz, Vice President PBA

City Of Buffalo - Department Of Police
Deputy Commissioner Of Police

To: All Precinct Captains

From: Lawrence R. Bayerl
Deputy Commissioner Of Police

Subject: O.T. for Community Police Officers

Date: October 24, 1994

The Department will not oppose the PBA's insistence that those Police Officers designated to work as Community Police Officers are not entitled to overtime in the normal rotation. When it is necessary to fill a vacancy, Community Police Officers will be eligible only after all other Officers in the Precinct/District have been solicited, but prior to officers on preferred overtime, single AV's or those officers who have worked less than 14 tours after returning from sick/IOD leave.

Lawrence R. Bayerl
Deputy Police Commissioner

conference either by his immediate superior or by the Commissioner of Police shall be compensated for the time so spent at his regular hourly rate of pay where his appearance is required at a time other than during his own regularly scheduled work period. This provision shall not apply in the case of a member who is himself the subject of such conference of investigation.

2.10 Pay Increments

The following procedure will be effective through the term of this Agreement:

(A) There will be no increment steps in promotional ranks.

(B) All employees appointed to the position of Police Officer on or after July 1, 1980 shall have a starting salary and four (4) incremental steps. The incremental steps shall be obtained on the employee's anniversary date of hire, which date shall be adjusted for any leaves of absence, suspensions without pay, or absences without leave. An employee will reach the maximum salary in four (4) years from the (revised) date of hire.

(C) Preferential rates of pay for employees formerly holding Desk Lieutenant rank shall be abolished. These employees shall receive the regular compensation paid to Police Officers.

2.11 Night Shift Differential

(A) In addition to the established wage rates, the City shall pay a night shift differential of $.15 per hour to all second and third shift precinct personnel. This differential shall apply for all hours worked on shifts beginning at 1530 hours to 0730 hours.

(B) For employees not assigned to precinct duty, a night shift differential of $.15 per hour shall be paid to those employees whose tour of duty is between 1400 and 0730 hours.

The night shift differential listed in 2.11 (A) and (B) shall not be paid for the fifteen (15) minute period prior to the commencement of a tour of duty or the twenty-five (25) minute period subsequent to the conclusion of the tour of duty.

ARTICLE III

HOLIDAYS

3.1 Holidays Recognized and Observed

The following are recognized holidays for the purposes of this Agreement:

New Year's Day	Labor Day
Dr. Martin Luther King Day	Columbus Day
President's Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Dr. Martin Luther King Day shall be celebrated on the third Monday in January. President's Day shall be celebrated on Washington's Birthday.

Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

3.2 Holiday Pay

Beginning in December of 1987, and in recognition of the police officers' work schedule, each employee shall receive, on or before December 15 of each year, a lump sum payment which is equal to four (4) hours' pay at the straight time rate of pay for each of the above-referenced holidays.

ARTICLE IV

VACATIONS

4.1 Eligibility and Allowance

Each employee who shall have been in the employ of the City for at least one (1) year shall be granted a vacation in each calendar year of the following duration corresponding to his years of service:

Years of Completed Service	Vacation Allowance
1,2,3,4	2 weeks
5	3 weeks
6	3 weeks, 1 day
7	3 weeks, 2 days
8	3 weeks, 3 days
9	3 weeks, 4 days
10	4 weeks
11	4 weeks, 1 day
12	4 weeks, 2 days
13	4 weeks, 3 days
14	4 weeks, 4 days
15 and over	5 weeks

Employees hired by the City on or after July 1, 1984 into positions represented by the Union, shall be granted vacation entitlements according to the following schedule:

Years of Completed Service	Vacation Allowance
1-2	1 week
3-6	2 weeks
7-9	3 weeks
10-15	4 weeks
16 and over	5 weeks

4.2 Non-cumulative

Except as provided for under Section 4 hereof, vacations are non-cumulative and must be taken during the calendar year in which the employee became eligible for such vacation period.

4.3 Prorated

In the event an employee does not complete a full twelve (12) month year, the employee's vacation period shall be prorated in accordance with the vacation entitlement chart which appears in this Article.

4.4 Carryovers

Vacation carryover means carrying unused vacation

entitlement from one (1) year to the next consecutive year. Vacation carryover shall be limited to a maximum of two (2) weeks. The Commissioner may allow vacation carryover in the specific instances which follow:

(A) The Commissioner requesting or requiring an employee to forego scheduled vacation in order that said department may provide and maintain adequate service to the public.

(B) Any employee entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation requesting carryover privileges, provided that such illness or accident is medically verified by the attending physician specifying the nature and date of the disability.

(C) An employee being injured in the discharge of his duties.

4.5 Scheduled Changes

There shall be no change in any vacation schedule once the same has been posted unless the members affected by such change consent thereto.

4.6 Weekly-Vacation (W-V) Days

Each employee may, at his option, use a maximum of two (2) weeks' vacation (up to ten [10] days), one (1) at a time. Additionally, he may have two (2) W-V days immediately preceding each of his vacation periods, and have two (2) W-V days immediately following his vacation period, provided the vacation period is a minimum of one (1) week or five (5) days. However, only five (5) A-V days, one (1) day at a time, can be taken in the months of June, July and August. These five (5) individual days may be taken in addition to any other scheduled summer vacation, provided they are not taken in consecutive units, except those employees who work the long and short days in the precincts may take two (2) consecutive A-V days.

4.7 Monetary Equivalent

Upon an employee's termination for reasons other than discharge, he or his estate shall receive a monetary equivalent of his unused annual vacation entitlement earned in the previous year. Annual vacation entitlement earned in the year of termination shall also be paid on a pro-rated basis, upon termination in accordance with the Vacation Entitlement Chart which appears in this Article.

4.8 Vacation Anniversary Date

An employee's vacation anniversary date shall be affected by all leaves of absence or suspensions without pay. For example, an employee's date of hire is October 1, 1982. If that same employee received a six (6) month leave of absence, his vacation anniversary date would be adjusted according to the length of the leave. Therefore, his new anniversary date is April 1, 1983.

*** * * AWARD * * ***

*** - SANDS AWARD - VACATION - ARTICLE IV - Section 4.4**

1. The third sentence of Article 4.4 of the parties collective bargaining agreement shall be amended to read, "The Commissioner shall allow vacation carryover in the first two specific instances which follow and may allow it in the third:"

2. Subparagraphs (B) and (C) of Article 4.4 shall be exchanged so that present (C) becomes the second specific instance and present (B) becomes the third.

4.9 Retroactive Vacation Entitlement

An employee requesting prior vacation service time with the City must make a written request to the Division of Labor Relations within twenty-four (24) months of his date of hire in the Police Department. Retroactive vacation entitlements will be credited retroactive the immediately preceding twenty-four (24) months.

VACATION ENTITLEMENT CHART

COMPLETED MONTHS OF SERVICE IN QUALIFYING YEAR

Years of Service	12	11	10	9	8	7	6	5	4	3	2	1
2 through 4	10	9	8	7	7	6	5	4	3	3	2	1
5	15	14	12	11	10	9	8	6	5	4	2	1
6	16	15	13	12	11	9	8	7	5	4	3	1
7	17	16	14	13	11	10	8	7	6	4	3	1
8	18	16	15	14	12	10	9	7	6	4	3	1
9	19	17	16	14	13	11	10	8	6	5	3	2
10	20	18	17	15	13	12	10	8	7	5	3	2
11	21	19	17	16	14	12	10	9	7	5	3	2
12	22	20	18	17	15	13	11	9	7	6	4	2
13	23	21	19	17	15	13	12	10	8	6	4	2
14	24	22	20	18	16	14	12	10	8	6	4	2
15 or more	25	23	21	19	17	15	12	10	8	6	4	2

ARTICLE V

SICK LEAVE BENEFITS

Employees shall be granted sick leave upon the terms and conditions set forth in Section 207-c of the General Municipal Law and Section 238 of the Charter of the City.

Employees hired by the City on or after July 1, 1984, into positions represented by the Union, shall be granted sick leave entitlements according to the following schedule and under the following procedures:

Employees shall be granted full pay during absences due to sickness or other physical disability, to the extent of their sick leave credits, upon the following terms and conditions:

(A) Employees with less than one (1) year of service shall earn sick leave credits at the rate of eight (8) hours per calendar month of service which shall be credited on the first day of the month next following the completion of each credited month of service.

(B) Employees with more than one (1) year of service shall earn sick leave credits at the rate of eleven (11) hours per calendar month of service which shall be credited on the first day of the month next following the completion of each credited month of service.

(C) A credited month of service is defined as a calendar month in which an employee has been compensated for all but three (3) or less shifts.

(D) Employees shall accumulate sick leave as long as they are in the service of the City up to a maximum of two thousand four hundred (2,400) hours.

(E) Accumulated sick leave credits shall be transferred with an employee from one branch of the City service to any other branch thereof.

(F) The City agrees that upon retirement or death, any accumulated, unused sick leave, up to a limit of one thousand four hundred forty (1,440) hours can be "bought back" at a ratio of 1:3 (e.g. an employee with two thousand four hundred [2,400] hours unused sick leave may use only one thousand four hundred forty [1,440] hours at a ratio of 1:3).

(G) Sick leave may be used in whole shifts units only.

(H) 1) In instances of disability due to illness which lasts three (3) shifts or less, an employee may return to duty without the written certification of a physician, provided notification is given by the employee to his Captain.

2) In instances of disability due to illness which lasts more than three (3) shifts, an employee must obtain the written certification of a physician and/or the Department surgeon before that employee may return to duty.

3) In instances of disability due to an off-duty injury or accident, the employee must obtain written certification of a physician and/or the Department surgeon before that employee may return to duty. This requirement may be waived by the Commissioner of Police or his designee.

(I) It shall be the responsibility of the employee to maintain and monitor an accurate account of his current sick leave entitlements. Employees who request and receive sick leave in excess of their entitlements shall have an equal number of hours deducted in a subsequent pay period.

(J) All absences due to illness are to be reported to the Commissioner of Police or his designee on or before the first day of such absence, and the Commissioner may require reasonable proofs of illness. In the event of a failure to comply with the notice requirements in this Article, the employee's absence may be considered as unauthorized leave. Abuse of sick leave privileges may be cause for disciplinary action.

(K) An employee who is disabled due to illness or off-duty injury, will be permitted to return to work on light duty in lieu of using sick leave subject to determination by the Department surgeon that the employee can perform light duty.

*** * * AWARD * * ***

**** - PROSPER AWARD - Article V**

A new clause shall be added to the Agreement which specifies a confinement policy as proposed by the City as follows:

(a) Unless otherwise authorized by the Commissioner, or his designated representative, a member of the Department on sick leave will not leave his residence or place of confinement except for:

(1) Obtaining professional medical treatment;

(2) Performing exercise prescribed in writing by his physician which is part of his recovery treatment, a copy of which must be submitted to his Commanding Officer prior to commencing such exercise.

(b) Permission to leave the residence for reasons other than cited above must be documented, in writing, by the employee's commanding officer.

(c) IOD (injured on duty) personnel are excluded from this Section.

ARTICLE VI

PERSONAL LEAVE

6.1 Entitlement

Employees hired before July 1, 1980, and each fiscal year thereafter, shall be entitled to seven (7) days' personal leave with pay each fiscal year, which leave shall be non-cumulative. An employee requesting personal leave shall do so in writing at least forty-eight (48) hours in advance to his commanding officer. Personal leave shall be denied if the commanding officer deems that granting such a request will seriously hamper or impede the operation of his command. In the event of a personal emergency, which makes the giving of a written notice impossible, the employee must otherwise notify his commanding officer prior to the start of his shift. Said emergency personal leave day may be granted provided sufficient documentation of the emergency is produced upon request. Such personal leave may not be taken in units of less than one-half (1/2) of a working day.

All full-time employees hired on or after July 1, 1980, shall be entitled to personal leave time with pay as follows:

(A) Two (2) days in their first year of employment. This personal leave entitlement must be used prior to the employee's first anniversary date.

(B) Four (4) days in their second year of employment. This personal leave must be used prior to the employee's second anniversary date.

(C) Seven (7) days per year in their third year and subsequent years of employment. Said employees must use this personal leave entitlement prior to their next succeeding anniversary date.

6.2 Personal Leave Date

An employee's personal leave date shall be affected by all leaves of absence, suspensions without pay, or absences without leave. For example, an employee's date of hire is October 1, 1982. If that same employee received a six (6) month leave of absence, the employee's personal leave date would be adjusted according to the length of the leave, and the revised personal leave date would be April 1, 1983.

DIVISION OF LABOR RELATIONS
Room 225 City Hall
Buffalo, New York 14202
(716) 851-5904

Department of Administration
and Finance
Eva M. Hassett
Commissioner

Daniel J. Farberman
Director

October 19, 1994

Capt. Edward Hempling
Buffalo Police Department
74 Franklin Street
Buffalo, New York 14202

Dear Capt. Hempling:

This letter is to confirm our conversation of October 17, 1994 as regards personal leave day allowances for rookie police officers. Rookie police officers who exercise their contractual right for a personal leave day during the Police Academy shall receive 8 hours; thereafter, upon assignment to the Patrol Division, they shall receive 10 hours. Therefore, these personal leave days shall be considered work shifts rather than hours worked.

This change is necessary to gain conformance with the provisions of the Collective Bargaining Agreement and its 10 hour workday provisions.

Please make whatever administrative adjustments are required to implement this change.

Yours very truly,

Daniel J. Farberman, Director
Division of Labor Relations

DJF/lk
cc: R. Gil Kerlikowske, Commissioner, Buffalo Police Department
Lawrence Bayerl, Deputy Commissioner, Buffalo Police Department
Richard Pawarski, City Auditor, Dept. of Audit & Control
Joel Giambra, City Comptroller, Dept. of Audit & Control
Lt. Robert Meegan, President, Buffalo PBA, Inc.

File: PLdays

PAGE 16A

ARTICLE VII

BEREAVEMENT LEAVE

Each permanent employee who is absent from duty on account of a death in his immediate family shall receive his established compensation for a period commencing from the day of death. Such period shall not exceed five (5) consecutive calendar days for each such death. This bereavement leave shall be non-cumulative and non-chargeable to any other leave. The employee must attend the funeral or memorial service and shall notify the Commissioner of Police or his designated representative of his request for such leave.

The immediate family shall include the spouse, grandparent, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and any other relatives of the employee or of the employee's spouse residing in the household of the employee. Step-relatives are defined as stepparent, stepbrother, stepsister and stepchild.

ARTICLE VII

BEREAVEMENT LEAVE

Each permanent employee who is absent from duty on account of a death in his immediate family shall receive his established compensation for a period commencing from the day of death. Such period shall not exceed five (5) consecutive calendar days for each such death. This bereavement leave shall be non-cumulative and non-chargeable to any other leave. The employee must attend the funeral or memorial service and shall notify the Commissioner of Police or his designated representative of his request for such leave.

The immediate family shall include the spouse, grandparent, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and any other relatives of the employee or of the employee's spouse residing in the household of the employee. Steprelatives are defined as stepparent, stepbrother, stepsister and stepchild.

Subject: Bereavement Leave

Date: November 22,1993

After much discussion, the Department and the PBA have decided that Bereavement Leave will be calculated in hours and that the total number of hours will be set at 40.

It is also the Policy of the Buffalo Police Department in relation to a death in the family as covered by the contract between the PBA and the City that, if a person has his WV's scheduled at the time of the bereavement, the WV's shall be cancelled and the person will be put on bereavement leave.

The Wv's can then be taken at the end of the bereavement leave or at any time within the next 60 days.

Lawrence R. Bayer
Deputy Police Commissioner

ARTICLE VIII

LEAVES OF ABSENCE WITHOUT PAY

8.1 General

(A) Whenever a leave of absence without pay is granted to an employee, the head of the department or City agency granting such leave of absence without pay shall forthwith file with the City Clerk, for presentation to the Council, a certificate setting forth the date on which the leave of absence begins and ends.

(B) Any permanent employee who is elected or appointed to public office shall, at the discretion of the Commissioner of Police, be granted a leave of absence without pay for a period of not more than one (1) year from the effective date of his election of appointment to such public office. Such leave of absence shall be renewable for successive periods of not more than one (1) year in the sole discretion of the Commissioner of Police.

8.2 Union Business

Any employee who is elected to a Union office or who is designated by the Union to do work which takes him from his employment with the City, shall, upon the written request of the Union, and the consent of the Commissioner of Police, be granted a leave of absence without pay. This leave shall not exceed two (2) years, but it shall be renewed or extended at any time upon the written request of the Union and the consent of the Commissioner of Police. Any member of the Union who is selected by the Union to participate in any other Union activity shall be granted a leave of absence at the written request of the Union and the consent of the Commissioner of Police. Such leave is not to exceed one (1) month but it shall be renewed at any time upon the written request of the Union and the consent of the Commissioner of Police.

8.3 Maternity

Maternity leaves, not to exceed six (6) months, shall be granted upon the request of an employee. Maternity leaves shall, upon the request of the employee, be extended or renewed for an additional period not to exceed six (6) months.

8.4 AWOL

Any member absent without an authorized leave for more than twenty (20) working days may have his employment terminated by the department head without a hearing. Such termination shall be final without recourse to the disciplinary procedures contained in the collective Agreement. Upon such termination, the City will provide the employee with all benefits which he has previously earned. The above shall also apply to a member who

fails to return from an authorized leave of absence without pay within five (5) days subsequent to the expiration of the leave of absence without pay.

ARTICLE IX

RETIREMENT BENEFITS

9.1 20-Year Retirement Plan (Section 384-D)

The City has adopted the necessary resolution to provide that "final average salary" shall mean the regular compensation earned during the twelve (12) months of actual service immediately preceding the date of retirement as provided in Section 302, subd. 9 paragraph (d) of the Retirement Security Law.

Employees shall also be entitled to obtain credit for retirement purposes for military service during World War II as provided by statute.

The City will make available the Twenty (20) Year Retirement Plan provided in Section 384-d of the Retirement and Social Security Law which shall include the 1/60th benefit, when authorized.

The City has adopted the necessary resolution to provide the Career Retirement Plan set out in Section 375-i of the Retirement and Social Security Law (twenty [20] years, 1/50th fraction).

9.2 Career Retirement Plan (Section 375-i)

Any employee presently in a retirement plan other than the Career Retirement Plan set out in Section 375-i of the Retirement and Social Security Law (the 375-i plan), may transfer to the 375-i plan during the period from February 15 to March 15 of any calendar year. Any employee who so elects to transfer to the 375-i plan shall receive a salary adjustment based upon the Employer's cost savings as a result of such transfer. That annual salary adjustment will be equal to one-third (1/3) of the difference between the Employer's cost for coverage of said employee in the retirement plan from which he transferred and the 375-i plan. This salary adjustment shall be paid in a lump sum on December 15, commencing with the year in which the employee exercised his option and each year thereafter. The initial salary adjustment will be based upon the Employer's cost savings for a full twelve (12) month period ending on March 31 of the year in which the employee elected to transfer to 375-i. In each year thereafter, the salary adjustment will be based upon the Employer's cost savings for the full twelve (12) month period ending on March 31 of the calendar year of payment.

this "1/60" additional pension benefit to unit members, the City violated the Agreement.

Accordingly, the following Final and Binding Award is hereby made:

AWARD

1. The grievance is procedurally arbitrable.
2. The City violated its Agreement with the Association by not implementing the "1/60" fraction pension benefit after it had been authorized by Sec. 384-e of the Retirement and Social Security Law.
3. The City shall forthwith proceed to implement the contract clause to the fullest degree that this is legally possible retroactive to the August 1, 1988 effective date of Sec. 384-e.
4. If there are legal impediments to the full implementation of this Award, further hearings will be ordered to fashion a remedy to compensate employees or retirees who cannot be made whole as to their pensions due to the City's delay in implementing the clause.
5. This Arbitrator retains jurisdiction solely in regard to the implementation of Nos. 3 and 4 above. The Arbitrator will order further hearings or "in camera" sessions with the attorney advocates upon the request of either party.
6. Since PERB Arbitration A 89-034 was consolidated with this Case for hearing and study purposes, the

Buffalo Police Board & Association

Arbitrator's Bill shall be paid as follows:

The City - 50%

Buffalo PBA- 25%

Buffalo Professional Fire Fighters Association- 25%

Theodore H. Lang
THEODORE H. LANG, Arbitrator

Dated:
11/7/90
NOV 07 1990

STATE OF NEW YORK:
SS:
COUNTY OF NEW YORK:

I hereby affirm pursuant to CPLR Sec. 7507 that I am the individual described in and who executed this instrument which is my Award.

Theodore H. Lang
THEODORE H. LANG, ARBITRATOR

ARTICLE X

SENIORITY

10.1 Definition

Seniority means the length of an employee's service commencing with the date of his appointment to the rank of probationary Police Officer.

The Department recognizes the importance of seniority in filling vacancies and shall make every effort to adhere to this policy, provided the senior applicant has the ability and qualifications to perform the work involved. While consultation with the Police Benevolent Association President on such matters is not mandatory, the final decision of the Department shall be subject to the grievance procedure.

1) Whenever it is determined that a vacancy or additional position in a precinct is to be filled from among employees already assigned to that precinct, such employees shall be entitled to bid on such vacancy or position. The vacancy or position shall be filled on the basis of seniority, provided the senior applicant has the ability and meets the qualifications as specified by the Commissioner of Police prior to the filling of the vacancy. In the event that no one in the affected precinct bids on the vacancy/position, the position shall be filled by the employee within the affected precinct with the least seniority, that has the ability and meets the qualifications as specified by the Commissioner of Police.

2) Prior to any newly appointed Police Officers being assigned a precinct patrol vacancy or additional precinct position, the Commissioner of Police shall announce the assignments to be filled via the police teletype. Bids shall be accepted on a departmental wide basis to fill such positions, and such positions will be filled on the basis of seniority, provided the senior applicant has the ability and qualifications to perform the work involved. The bidding procedure within subsection 10.1 (2) shall take place only once, prior to the assignment of any rookie class.

3) Whenever it is determined that an employee from a designated precinct be temporarily assigned outside of said precinct, such assignment shall be made on the basis of seniority of the employees within that precinct. In those cases when such temporary assignments are not requested by any employee said temporary assignments shall be made on the basis of least seniority. However, in the event an employee does not satisfactorily perform this temporary assignment, that employee may not be considered for this temporary assignment in the future.

10.2 Vacation and Personal Leave Day

Vacations and personal leave days shall be selected on the

basis of seniority. In the event that circumstances make it necessary to limit the number of employees on vacation or on personal leave at any one time, the employee with the greater seniority shall be given preference.

10.3 Officer

The term seniority as applied to officers in the Lieutenant rank and above shall mean the length or an employee's service in that rank commencing with the date of his permanent appointment to that rank.

10.4 Detective Sergeant, Detective, and Acting Detective

(A) Demotion Upon the Abolition or Reduction of a Position - In the event of the abolition or reduction of allocated positions in the details of Detective Sergeant, Detective, or Acting Detective due to budgetary or administrative reasons, demotions shall be made in the inverse order of seniority within the respective detail.

(B) Appointments - All assignments to the detail of Detective Sergeant shall be made from the detail of Detective. All assignments to the detail of Detective shall be made from the detail of Acting Detective. Assignments to the details of Acting Detective, Detective, and Detective Sergeant are not subject to the provisions of 10.1 within this Article and are made at the discretion of the Commissioner of Police.

(C) Continuous Service - For the purpose of this Section the original appointment of Detective Sergeant, Detective and Acting Detective shall mean the date of his first appointment to such position followed by continuous service up to the time of the abolition or reduction of the position. Any period of sixty (60) days or longer during which an employee did not serve in such position shall constitute an interruption of continuous service for the purpose of this Section.

(D) No Detective or Detective Sergeant shall be assigned patrol duties, either in or out of uniform, except in emergency situations as specified in Article 2.2(D) of this Agreement.

ARTICLE X – SENIORITY

MEMORANDUM OF AGREEMENT

WHEREAS, there have been continuing issues regarding the application of seniority within the Buffalo Police Department, and

WHEREAS, the parties have had continuing discussions regarding whether seniority accrues during periods of absence and, if so, under what circumstances, and

WHEREAS, the parties have reached agreement as to when seniority accrues or does not accrue, and

WHEREAS, the parties desire to memorialize their agreement, understanding, and interpretation of the collective bargaining agreement.

IT IS, THEREFORE, AGREED, as follows:

1. This Memorandum of Agreement, effective September 1, 2005, supersedes the parties' Settlement Agreement dated December 1, 1994. This Memorandum of Agreement does not, however, modify or amend paragraphs 1., 2. or 4. of the December 1, 1994 Settlement Agreement. The said provisions continue in full force and effect.

2. Effective September 1, 2005, an employee who applies for and is approved for or otherwise takes a personal leave of absence, education leave of absence and/or a leave of absence for employment outside of the PBA bargaining unit shall not accrue bargaining unit seniority during the leave period. This provision shall also apply to all bargaining unit members who are elected and/or appointed to public office.

3. In the event an officer returns to a bargaining unit position following a personal leave of absence, an education leave of absence and/or an employment leave of absence, as the case may be

said officer shall be restored with the bargaining unit seniority he/she had when the leave commenced. This provision shall also apply to all bargaining unit members who are elected and/or appointed to public office.

4. Excepting as provided in Paragraphs 1., 2., and 3. above, an officer shall continue to accrue seniority during leave periods.

5. It is expressly agreed that any bargaining unit member or former bargaining unit member who is currently on leave from a bargaining unit position and who is currently employed within the City of Buffalo Police Department shall continue to accrue bargaining unit seniority so long as he/she continues to serve in his/her current position.

6. In the event the Department is unable to fill an exempt position because of the prospective non-accrual of seniority, the parties shall meet to resolve any appointment problem or dispute. Absent resolution, either party may submit the dispute to Arbitrator Selchick for resolution.

IN WITNESSETH WHEREOF, the parties have executed this Agreement this 20th day of July, 2005.

CITY OF BUFFALO
POLICE DEPARTMENT

By: _____

BUFFALO POLICE BENEVOLENT ASSOCIATION

By: _____

CITY OF BUFFALO

By: _____

APPROVED AS TO FORM:

_____
Assistant Corp Counsel

SETTLEMENT AGREEMENT

WHEREAS, a number of grievances have been filed concerning the City's application of seniority within the Buffalo Police Department, and

WHEREAS, the parties have had numerous discussions concerning whether seniority accrues during periods of absence and, if so, under what circumstances, and.

WHEREAS, a specific issue has been whether an officer who takes a leave of absence for employment outside the Buffalo Police Department accrues seniority during the leave period, and

WHEREAS, the parties are in agreement as to whether seniority accrues when an officer is employed outside the City of Buffalo Police Department while on leave of absence from the Department, (excepting leaves for military service), and

WHEREAS, the parties desire to memorialize their agreement, understanding, and interpretation of the collective bargaining agreement.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Police Officers who take an unpaid leave of absence from the Buffalo Police Department for purposes of employment outside the Buffalo Police Department (other than military service) shall not accrue bargaining unit seniority during such leave periods. Their bargaining unit seniority shall be frozen upon the commencement of the leave period. In the event an officer actually returns from such leave, he/she will be credited with the bargaining unit seniority

standing to his/her credit as of the date the leave initially commenced.

2. Police officers who have been erroneously credited with bargaining unit seniority covering period(s) when said officers were on unpaid leaves of absence from the Buffalo Police Department and employed elsewhere (other than military service) shall have their bargaining unit seniority adjusted so as to be consistent with paragraph 1. above.

3. This Settlement Agreement is limited to the situation outlined in paragraph 1 above and does not otherwise address other seniority issues affecting police officers including seniority issues relating to military service.

4. In consideration of the subject settlement agreement and upon its execution, the Buffalo Police Benevolent Association will withdraw the following grievances and any other grievances, or parts thereof, involving the same issue: G93-235 thru G93-244, G93-320, G93-399, G93-491, G93-492, G94-136 thru G94-139, G94-270, G94-271, G94-336, G94-305, G94-418, G94-749, G94-773, and G94-774.

IN WITNESSETH WHEREOF, the parties have executed this Agreement this 1ST day of December, 1994.

CITY OF BUFFALO

By: [signature] 12/1/94
DIRECTOR LABOR RELATIONS

BUFFALO POLICE BENEVOLENT ASSOCIATION

By: Robert P. Meegan
PRESIDENT, PBA

MEMO FROM: JOHN F. BRILL
Inspector

DATE Nov 1, 1991

TO All Inspectors
All 911 Lieutenants

Per information from Deputy Police Commissioner Bayerl, Officers may only be detailed within their respective Division.

John F. Brill

John F. Brill, Inspector
Administration & Communications

JFB:eac

ARTICLE XI

SETTLEMENT OF DISPUTES

11.1 Grievance and Arbitration Procedure

(A) Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1 - The employee and/or the Union shall submit the grievance orally to the employee's immediate superior and the employee's Union representative within twenty (20) calendar days of the occurrence of the facts giving rise to the grievance or notice of such facts to the employee, whichever is later.

Step 2 - If a satisfactory settlement of disposition is not made within two (2) days after the oral submission of the grievance, the employee and/or the Union may submit the grievance in writing to his next immediate superior who shall answer same within five (5) days. If the answer is a rejection of the grievance, then the said superior shall detail his reasons therefore in writing.

Step 3 - If a satisfactory settlement of disposition is not made within five (5) days from the date of the written submission of the grievance, the Union may, within ten (10) days thereafter, submit the grievance with the answer of the said superior, with any reply thereto, to the Commissioner of Police. The Commissioner of Police shall schedule a meeting to be held not later than ten (10) days after the date of the receipt of the grievance and any accompanying papers at his office at which time the employee and/or the Union is entitled to be present. The Commissioner of Police shall, within five (5) days thereafter, set forth in writing his answer to the grievance.

Step 4 - If not satisfied with the Commissioner of Police's answer, the Union may, within ten (10) days after receipt thereof, request that the matter by submitted to an impartial arbitrator to be selected in accord with the Public Employment Relations Board procedures. The Arbitrator shall issue his decision within thirty (30) days after the conclusion of testimony and argument. His decision shall be final and binding upon the parties.

(B) The failure of the Union or of an employee to take any of the action authorized by this Section within the time limited therefore, shall constitute a waiver of the right to proceed further and shall terminate the proceeding.

11.2 Matters Relevant to Grievance Procedure

(A) The Union shall provide agreed upon grievance forms in adequate numbers.

*** * * AWARD * * ***

*** - SANDS AWARD - GRIEVANCE PROCEDURE - Article XI**

1. Article XI of the parties' collective bargaining agreement shall be amended in the following respects:

   (a) Step 1 shall read:

*** - SANDS AWARD - GREIVANCE PROCEDURE - Article XI**

The employee and/or the Union shall submit the grievance orally to the employee's direct line superior holding the rank of not lower than Captain (or to the Captain's designee when the Captain is not on duty) within twenty (20) calendar days . . . [Continue as in original.]

(b) Step 2's first sentence shall read:

If a satisfactory settlement or disposition is not made within two (2) days after the oral submission of the grievance, the employee and/or the Union may submit the grievance in writing within ten (10 days thereafter to the employee's direct line supervisor holding a rank of not lower than Division Inspector (or to the Division Inspector's designee when the Division Inspector is not on duty), who shall answer same in writing within ten (10) days.

(c) In Step 3's first sentence, the five (5) day time limit shall be changed to ten (10) days.

(d) Step 4's first sentence shall be amended to read:

If not satisfied with the Commissioner of Police's answer, the Union may, within ten (10) days after receipt thereof, submit the grievance to arbitration by one of the following panel of Arbitrators, who shall receive cases in the following alphabetical order of rotation:

Elizabeth Croft	Wade Newhouse
Howard Foster	David Randles
Paul Klein	Eli Taub

In all other respects Public Employment Relations Board procedures shall govern the arbitration proceeding.

(e) Article 11.2 (E) shall be amended to change the word, "may," to read, "shall."

(B) The time limits in the procedure may be extended by mutual agreement, in writing.

(C) Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

(D) Neither the Commissioner of Police nor the arbitrator may consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.

(E) In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Commissioner of Police by the Union.

(F) For purpose of definition, days shall not include Saturday, Sunday, or holidays except as otherwise specified in 11.1, Step 1 of this Article.

(G) Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Union.

(H) No arbitrator functioning under provisions of the grievance procedure shall have the power to amend, modify, or delete any provision of this Agreement or render any award contrary to the laws of the State of New York.

(I) The Union shall provide to the Division of Labor Relations a copy of each grievance filed at each step, at the time of submission, in accordance with this Article. However, failure to do so will not constitute a waiver of the right to proceed further.

ARTICLE XII

DISCIPLINE AND DISCHARGE

12.1 Disciplinary Action

(A) A permanent employee shall not be removed or otherwise subjected to any disciplinary penalty provided in this Article except for incompetency or misconduct or for committing a felony or any crime involving moral turpitude, and then only after a hearing upon stated charges.

(B) Disciplinary action or measures shall consist only of the following:

Reprimand.

A fine not to exceed one hundred dollars ($100) to be deducted from salary or wages.

Suspension without pay for a period not to exceed sixty (60) days.

Demotion in grade and title.

Dismissal from the service.

12.2 Procedure

(A) A permanent employee against whom disciplinary action is proposed shall be served with a written copy of the charges preferred against him and shall have ten (10) days to answer in writing, said answer to be served upon the Commissioner of Police. A copy of the charges shall also be served upon the Union. Failure to serve a written answer within the time provided shall be deemed an admission of the charges. However, where the accused defaults in answering, he shall be permitted to show matters in mitigation of any punishment which may be imposed.

(B) Within ten (10) days after the receipt of the written answer to the charges preferred, the Commissioner of Police shall conduct an informal conference upon the charges. At such conference, the accused person shall have the right to be represented by the Union or by legal counsel. He may, if he desires, present witnesses in his behalf. The Commissioner of Police shall have the power to dismiss or withdraw the charges if the conference so warrants, or accept a plea of guilty.

(C) In the event that the charges are not withdrawn or dismissed after such informal conference or it a plea of guilty

has not been entered, a formal conference shall then be held upon the charges before an impartial hearing officer mutually selected by the parties. Such impartial hearing officer shall be deemed to be the person designated by the Commissioner of Police for that purpose within the meaning of Section 75 of the Civil Service Law of the State of New York. If the parties are unable to agree upon a hearing officer, or, if the hearing officer agreed upon is or becomes unable or unwilling to act, then the parties shall mutually apply to the Supreme Court of the State of New York for the appointment of a hearing officer.

(D) The impartial hearing officer so selected and so designated shall be vested with all the powers of the Commissioner of Police and shall make a record of such conference. His findings and recommendations shall then be referred to the Commissioner of Police for review and decision.

(E) Upon the said formal hearing, the accused person shall have the right of representation by counsel and also the right to summon witnesses upon his behalf. The burden of proving the charges preferred shall be upon the person alleging same. Compliance with technical rules of evidence shall not be required.

(F) The time limits in this procedure may be extended by mutual agreement in writing.

12.3 Suspension Pending Determination of Charges: Penalties * See next page

(A) Pending the hearing and determination of charges, the person against whom such charges have been preferred may be suspended without pay for a period not to exceed thirty (30) days.

(B) The penalty or punishment imposed shall be as set forth in 12.1, paragraph (B) of this Article.

(C) If the charges are not sustained, the accused person shall be restored to his position with full pay for any period of suspension less the amount of compensation which he may have earned in any other occupation or employment or any unemployment benefits he may have received during such period.

(D) If the accused person is found guilty, a copy of the charges, his written answer thereto, a transcript of the hearing, and the final determination itself shall be filed in the office of the department or agency in which he has been employed and a copy thereof shall also be filed with the Municipal Civil Service Commission. A copy of the transcript of the hearing shall, upon the request of the accused person so found guilty, be furnished to him without charge.

(E) No removal or disciplinary proceeding shall be commenced more than one (1) year after the occurrence of the wrong-doing

*** * * AWARD * * ***

**** - PROSPER AWARD - ARTICLE XII - Section 12.2(D)**

Add the following to Section 12.2(D):

If the Union disagrees with the decision of the Commissioner of Police to change the decision recommended by the Hearing Officer, it may seek review of such change in decision by an arbitrator mutually selected by the parties through the American Arbitration Association within seven (7) calendar days after service of the Commissioner's decision. It is understood that such arbitrator shall not be authorized to conduct a rehearing of the matter, but only to review the record of the proceeding to determine whether the change in decision by the Commissioner was supported by substantial evidence in the record. If the arbitrator so determines, he shall have the authority to award an appropriate remedy which shall be final and binding upon the parties and the police officer involved. It is further understood that the cost of such arbitration shall be shared equally between the parties.

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF BUFFALO

AND

THE POLICE BENEVOLENT ASSOCIATION

The parties agree to the following interpretation of Article 12.3, Suspension Pending Determination of Charges: Penalties, of the Collective Bargaining Agreement:

"Disciplinary charges are to be served upon an employee within one (1) day of any suspension from duty except where extenuating circumstances exist, for example, a holiday weekend. In such cases, charges are to be served upon an employee within three (3) days of suspension."

In execution of the above, the parties hereto have set their hands this 30TH day of November 1994.

ROBERT P. MEEGAN
PRESIDENT
POLICE BENEVOLENT ASSOC.

DANIEL J. FARBERMAN
DIRECTOR
LABOR RELATIONS

complained of or its discovery, if later. However, such limitation shall not apply where the wrong-doing complained of would, if proved in a court of appropriate jurisdiction, constitute a crime.

(F) Any person believing himself aggrieved by a penalty or punishment of demotion in or dismissal from service or suspension without pay, or a fine imposed pursuant to the provisions of this Article, may appeal from such determination either by an application to the Buffalo Municipal Civil Service Commission, or by an application to the Court, in accordance with the provisions of Article 78 of the Civil Practice Law and Rules. If such person elects to appeal to the Commission, he shall file such appeal with the Commission in writing, within twenty (20) days after receiving written notice of the determination to be reviewed. The decision of the Commission shall be final and conclusive and not subject to further review in any Court.

ARTICLE XIII

UNION ACTIVITIES ON CITY'S TIME AND PREMISES

13.1 Representatives

(A) The City agrees that during working hours, on or off its premises, and without loss of pay, accredited Union representatives shall be allowed to:

Investigate and process grievances

Post Union notices

Distribute Union literature

Solicit Union membership during other employees' non-working time

Attend negotiating meetings

Transmit communications, authorized by the local Union or its officer, to the City or its representative

Consult with the City, its representatives, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

(B) The present practice of granting released time to accredited Union representatives for Union business shall be continued.

ARTICLE XIII

PBA RELEASE TIME

(c) In clarification of Article XIII of the Collective Bargaining Agreement, the parties mutually agree as follows:

1. The PBA agrees to withdraw and deem settled the following outstanding grievances concerning union release time: G132, G201, G249, G270, G89-228, G90-35, G90-57, G90-69, G90-124, G90-144, G90-152, G90-156, G91-56, and G91-535 and any other outstanding pending grievances involving the same issue(s).

2. Full Time Release for the PBA President. The Department agrees to place the PBA President on full detach duty with pay and benefits during his term of office to investigate and process grievances, attend labor-management meetings, attend PBA meetings, and to perform other PBA business for the members of the police bargaining unit.

3. Release Time for the PBA Grievance Committee Chairperson. The chairman of the PBA Grievance Committee shall be entitled to be present at all Step 3 grievance hearings and/or arbitration hearings between the parties.

4. Release Time for Administrative or Court Proceedings. In any administrative proceedings such as PERB or a court proceeding where presence is required for background, testimony, or settlement discussions with City representatives, any of the elected PBA officers (President, First Vice President, Second Vice President, Secretary or Treasurer) shall be given release time.

5. Subpoena Release for Arbitration, Administrative or Court Proceeding. In the event any elected PBA officer's (as referred to in (4) above) testimony is required by the PBA in a proceeding, whether arbitration, administrative or court, counsel for the PBA may issue subpoena, on behalf of the PBA, without necessity of prior court approval. Consistent with the Sands Panel Interest Arbitration Award, the PBA shall be solely responsible for the payment of any incurred witness fee and/or expense and the officer subpoenaed by the PBA shall not be entitled to court time under Article 2.8 of the collective bargaining agreement.

DEC 19 1991

6. Release Time for Distribution of the PBA Blue Line. It is expressly recognized that the monthly distribution of the Blue Line is within the ambit of Article XIII, Section 13.1(A) of the contract. The PBA will make every effort to use off-duty personnel for distribution purposes. However, where this is not possible, two (2) PBA representatives will be allotted a maximum of two (2) tours each for each distributed edition of the Blue Line, not to exceed one distribution per month for release time purposes. Such release time shall not be cumulative. Release time is contingent upon advance written notice by the PBA to the Deputy Commissioner of Administration, such notice to include the names, dates and times associated with such distribution. Such release time shall not result in the payment of overtime.

7. Relief for the PBA President. Consistent with the current PBA practice, whenever the PBA President is not scheduled to work, i.e., vacations, personal leave day, etc. or is out of Western New York on PBA business, the PBA President may designate one of the other four elected officers to fill in during his absence, with pay and benefits. Whenever possible, the PBA shall notify the Commissioner or his designee at least one week prior to the President's absence, but if this is not possible, as much notice to the Commissioner or his designee shall be given as is possible. It is understood and agreed that the obligation of the Department pursuant to this provision shall not result in the payment of overtime to any officer.

In an effort to avoid future disputes concerning union release time for various union activities, the parties agree to the following:

8. Release Time for the State P.C.N.Y. Annual Convention and Pre-Convention Actitivies.

a. Pre-convention Activities. The Department will give release time with pay to the five (5) PBA elected officers for pre-convention activities not to exceed a maximum of three (3) days per elected officer.

b. Annual Police Conference of New York Convention. In addition to the five (5) elected PBA officers, the House Chairman, Vice Chairman, Sergeant at Arms, and Public Relations Officer will be excused for the annual Police Conference of New York Convention, for a maximum of four (4) days for each representative, with pay and benefits.

c. Notice. Whenever possible, the PBA shall notify the Commissioner or his designee at least two (2) weeks in advance of any date for which release time is to be granted, such notice shall include the names of all representatives that will be attending, as well as the function for which they are released. Where the two (2) week notice is not possible, the PBA agrees to give as much advance notice as possible.

9. P.C.N.Y. Monthly Meetings. The Department will release the President and other elected officers as designated by the PBA President for attendance at the monthly P.C.N.Y. meetings as follows:

a. for the two (2) legislative meetings (currently held in December and February or March), all five (5) PBA elected officers (including the President);

b. for the remaining five (5) meetings, the President and two (2) other officers designated by the President.

Release time shall be granted with pay and benefits up to a maximum of two (2) days for each of the stated meetings.

c. Notice. The PBA President shall advise the Deputy Commissioner of Administration in advance, with as much notice as is possible, as to the officers who will be attending each monthly P.C.N.Y. meeting.

10. Release Time for PBA Negotiations. The City will grant release time with pay and benefits to the PBA Negotiation Committee, not to exceed five (5) members including the PBA President as follows:

(a) one tour for each representative for the preparation of PBA proposals;

(b) one tour for each representative for the preparation of any interest arbitration, where required;

(c) full release time for all representatives for any negotiation session conducted with the City;

(d) such additional time as may reasonably become necessary, with prior approval of the Commissioner or his designee, which shall not unreasonably be withheld.

Notice of release time shall be provided to the Deputy Commissioner of Adminstration as far in advance as possible.

11. PBA Awards Night Dinner. The City will grant release time with pay and benefits to the five officers, the House Chairman, Vice House Chairman, and Sergeant at Arms, for one tour, for the annual PBA awards night dinner.

12. PBA Open House. The five (5) elected PBA officers in addition to the House Chairman, Vice House Chairman, and Sergeant at Arms will be excused to attend the Annual Open House. Release time shall be limited to two (2) tours of duty, without loss of pay and benefits, except for those officers scheduled for a long/short day, who shall be released for three (3) tours.

13. Regular and Special PBA Meetings. Consistent with current PBA practice, the City will give release time with pay and benefits to all accredited union representatives for attendance at regular and special PBA executive committee meetings.

14. Release Time for the PBA Board of Directors Meeting. Release time shall be granted for PBA Board of Directors meetings. The number of individuals released shall not exceed ten (10) delegates and five (5) elected officers.

15. Release Time for the NAPO Convention. Two accredited PBA representatives (including the PBA President as the case may be), as designated by the PBA President shall be granted release time for the annual NAPO Convention. At least seven (7) days prior to each convention, the PBA President shall advise the Deputy Commissioner of Adminstration as to the name(s) of the union representative(s) designated for release time, the location of the convention, and the time required.

16. Schedule to Avoid Release Time. No accredited union representative's work schedule shall be modified, changed or altered so as to avoid release time. PBA officers working a relief schedule shall be scheduled so that release time is available for usage for negotiating, interest arbitration, and the monthly executive committee meetings.

17. PBA Notification to Department Regarding PBA Officers. It shall be the duty of the PBA President or his designee to keep the Department current with respect to:

(1) PBA officers;

(2) official PBA delegates or representatives who are to be provided with release time as provided for in this agreement.

18. No individual utilizing release time shall suffer any loss of pay and/or benefits as a result of such utilization.

Dated: Buffalo, New York
December 31, 1991

FOR THE CITY

By: Michael McKeating
Michael McKeating
Director of Labor Relations

FOR THE BUFFALO PBA

By: Robert P. Meegan
Robert Meegan
President

ARTICLE XIV

PLEDGE AGAINST DISCRIMINATION AND COERCION

(A) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

(B) Work rules shall be reasonable and shall be applied or enforced in a fair and equitable manner.

(C) All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

(D) The City agrees not to interfere with the rights of employees as stated in Section 209a of the Civil Service Law.

ARTICLE XV

MAINTENANCE OF BENEFITS

All conditions or provisions beneficial to employees now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the City and the Union.

ARTICLE XVI

JOINT HEALTH AND SAFETY COMMITTEE

A committee of four (4) members, two (2) members designated by the Commissioner of Police and two (2) members designated by the Union, will review and investigate complaints regarding working conditions or work requirements.

This committee will make recommendations to the City for improvements.

The City will advise the committee of its decision or recommendations concerning these matters.

If the City rejects the committee's recommendations, it will advise the committee the reason for its rejection.

The joint Health and Safety Committee will meet every three (3) months.

ARTICLE XVII

TEMPORARY ASSIGNMENT

Whenever an employee is temporarily assigned to perform the duties of a higher rank, grade, classification, or detail assignment, he shall be paid a wage rate at the increment level of the person whom he is replacing, or, if not replacing anyone, at the top of the rank, grade, classification or detail assignment. Preference for such temporary assignments shall be based on seniority as defined in Article X.

ARTICLE XVIII

TRANSFERS

When any member of the Department is transferred, he shall be entitled, upon his request, to have the reason therefore stated in writing and with particularity, which statement shall become a part of his personnel file. The phrase "for the good of the service" shall not constitute an adequate or sufficient reason for transfer.

PRESIDENT MEEGAN
NEW BUSINESS (CONTINUED)

ARTICLE IN NEWS ON SICK LEAVE USE - PBA STRONGLY OBJECTED TO THE BUFFALO NEWS FOR THE BIASED, INACCURATE ARTICLE PRINTED IN THE SUNDAY NEWS ON MAY 6, 1995. PBA BELIEVES THAT THIS WAS AN ATTEMPT BY THE CITY TO TAKE THE ATTENTION AWAY FROM THE ELIMINATION OF 92 SWORN OFFICER POSITIONS. PBA ALSO FEELS THE NEWS AND THE DEPARTMENT SHOULD BE ASHAMED OF THEIR COMMENTS REGARDING FORMER POLICE SURGEON DR. THOMAS MURPHY. THEY WERE UNTRUE AND RIDICULOUS. AT THE LEAST, THEY OWE DR. MURPHY AN APOLOGY.

TRANSFER REQUEST LIST - TRANSFER REQUESTS MUST BE IN PRIOR TO 1200 HOURS ON THE FIRST PAYDAY THURSDAY OF THE MONTH AND THEY MUST BE TIME STAMPED AT THE COMMISSIONERS OFFICE.

PBA DAYS AT DARIEN LAKE - PBA DAYS AT DARIEN LAKE WILL BE HELD TUESDAY JULY 11 AND WEDNESDAY JULY 12,1995. TICKETS ARE $10.00 EACH AND WILL BE AVAILABLE NEXT MONTH.

100 CLUB POLICE-FIRE APPRECIATION DAY - WILL BE HELD ON SUNDAY AUGUST 6, 1995 AT PILOT FIELD. TICKETS ARE $5.00 EACH.

PARTY IN HONOR OF DR. THOMAS MURPHY - A PARTY HONORING POLICE SURGEON DR. THOMAS MURPHY WILL BE HELD THURSDAY JUNE 8,1995 AT THE POLISH FALCON HALL.. FOR TICKETS CONTACT RETIRED DEPUTY FIRE COMMISSIONER THOMAS DIMARIA PHONE # 836-7882.

THE BLUE LINE - ANOTHER GREAT PAPER PUT OUT BY EDITOR RAY FIELDS AND STAFF.

MOTION TO ADJOURN BY J. NIGRELLI, AND 2ND BY J.HASSETT.

SINCERELY,
Robert P. Meegan Jr.
ROBERT P. MEEGAN, JR.
PBA PRESIDENT

SINCERELY,
James Cudney
JAMES F. CUDNEY
PBA RECORDING SECRETARY

TO	ALL PERSONNEL	SUBJECT	DATE 02-13-90
FROM	Ralph V. Degenhart Commissioner of Police	New Transfer Policy and Procedures	

This Administration and the PBA have agreed upon a new transfer policy and its procedure, and they will take effect immediately. The policy will work as follows:

1) There will be a thirty (30) day moratorium on departmental transfers (from today's date). This will give officers sufficient time to update their transfer requests.

2) All prior transfer requests will become null and void as of this date. Officers must resubmit updated transfer requests. If you wish to be considered for more than one assignment, submit one P-73 and indicate your choices in order of preference. If your request is to go to either Precinct #3, Precinct #10, or Precinct #5, then your first preference will be Precinct #3, your 2nd preference will be Precinct #10 and your third preference will be Precinct #5. All multiple transfer requests must have an order of preference. All transfer requests should be sent through the Chain of Command and addressed to Commissioner Ralph V. Degenhart by Monday, March 12, 1990. Transfer requests must be received in the Commissioner's Office by this March 12th date. All transfer requests are time and date stamped when received by the Commissioner's Office. Therefore, please make sure that you submit your P-73 early enough to ensure that it is received in the Commissioner's office by Monday, March 12, 1990. A receipted copy of your request will be sent back to you indicating that your request has been received and entered into the transfer request system.

3) After this information is received, it will be entered into a computer and a transfer report will be posted in the Police Academy. Once this program is in place, it will be updated each month, and will then be posted on the bulletin board in the Police Academy. A copy will also be provided to the PBA Office. This report will list all transfer requests to a particular unit in order of rank date.

4) We will also be providing an updated, department-wide, seniority list to the PBA as soon as possible. This list will enumerate all members by rank; the member with the most seniority will be listed first, and the member with the least seniority will be listed last. Members that were appointed or promoted on the same date will all be listed together, and not in any particular order. We are working on updating this list to include a field called "signing order", which will list members appointed on the same date in the order that they signed the book in the Bureau of Administrative Services. This should be the correct seniority order in most cases, and if it is incorrect, then the member contesting must resolve his place on the list through Civil Service. A written statement from Civil Service to the Commissioner must be submitted before his/her seniority date is corrected.

ALL PERSONNEL	SUBJECT	DATE 02-13-90
DM Ralph V. Degenhart Commissioner of Police	New Transfer Policy and Procedures Page 2 . . .	

5) Once a member is transferred under this new procedure, all other transfer requests will become null and void. This will occur even if a member is transferred to their second or third preference. Members must then update their transfer file by submitting a new request.

6) Members should also be advised that requests for a particular shift and/or platoon cannot be honored. Requests must also specify what unit(s) you wish to be considered for. For example, a transfer request for the day platoon anywhere, cannot be honored.

7) When a member submits a transfer request, all prior transfer requests will be deleted. This will ensure that a member is not transferred to a unit/precinct he/she no longer wishes to go to. Therefore, when submitting a P-73 for a new transfer request, make sure it includes <u>all</u> units/precincts you wish to be transferred to.

8) Transfer requests will be kept on file until a member is either transferred (at that point, all other requests are automatically deleted) or when the individual member <u>rescinds</u> a request. To rescind a request, you must submit a written P-73 to the Commissioner through the Chain of Command. You will also receive a receipted copy once this request has been received and entered into the transfer request system.

If you have any questions or need further clarification regarding the above, please contact the PBA Office at 842-1258.

Ralph V. Degenhart
Commissioner of Police

RVD:ECH:mao

P-73 **BUFFALO POLICE DEPARTMENT INTRA-DEPARTMENTAL CORRESPONDENC**

TO ALL INSPECTORS/CAPTAINS	SUBJECT	DATE 3/13/90
FROM RALPH V. DEGENHART COMMISSIONER OF POLICE	Transfer Requests	

In order to establish a correct and speedy computer system for Transfer Requests, I would ask that you instruct members of your command to include their dates of appointment and social security numbers on all future transfer requests.

They should also be reminded that a particular platoon or shift cannot be requested.

In addition, many Officers are requesting transfers along with requests for promotions. A request for a promotion is a seperate request and should not be included in the transfer request.

Ralph V. Degenhart
Commissioner of Police

RVD/wp

ARTICLE XIX

UNIFORM ALLOWANCE

19.1 Allowance

Effective September 15, 1986, the City shall pay an annual uniform allowance of Three Hundred and Eighty Dollars ($380) in two (2) equal payments of One Hundred Ninety Dollars ($190) each. Such payment will be made on or before September 15 and May 15 respectively of each fiscal year. Employees will be eligible to collect clothing allowance if they are on the active payroll on September 15 and May 15. The employee shall be responsible for the maintenance and replacement of all items of clothing.

19.2 Equipment

The City shall be responsible for furnishing the following items of equipment:

(1) Helmets
(2) Badges
(3) Night Sticks

and any other new equipment deemed by the Commissioner to be job related.

*** * * AWARD * * ***

*** - SANDS AWARD - UNIFORM AND EQUIPMENT - ARTICLE XIX - Section 19.1 & 19.2**

Effective on the date of this Award. Article XIX of the parties' contract shall be amended to read:

19.1 - Original and Replacement Items

Effective September 5, 1989, at its own expense the City shall provide bargaining unit personnel with all mandated items of original and replacement items of uniform and equipment. For present members of the Department this provision shall apply prospectively for replacement items of currently-owned uniforms and equipment.

19.2 - Maintenance and Cleaning

Effective September 5, 1989, the City shall make annual payments of $100 to all bargaining unit employees to be used exclusively for maintenance and cleaning to required standards of uniforms and equipment required by the City.

ARTICLE XX

GROUP LIFE INSURANCE

The City will continue to provide a group life insurance plan for all members covered by this Agreement which contains the following provisions:

(A) A five thousand dollar ($5,000) payment upon the death of the insured;

(B) An additional five thousand dollar ($5,000) payment if the cause of death is accidental;

(C) A maximum payment of five thousand dollars ($5,000) for limb dismemberment according to a schedule of payments in the current policy providing this coverage;

(D) A two thousand dollar ($2,000) payment upon the death of the current spouse;

(E) A one thousand dollar ($1,000) payment upon the death of each dependent child from age seven (7) days to nineteen (19) years;

(F) A waiver of premium and conversion privilege.

SEE CUGAJL AWARD dated 04/25/96

All the above increased to:

a) $25,000
b) additional $25,000
c) $10,000
d) $5,000
e) $2,500
f) Waiver & conversion continued.

ARTICLE XXI

HEALTH AND DENTAL CARE COVERAGE

21.1 Blue Cross and Blue Shield

The City will provide hospital and medical coverage for all employees under the Blue Cross/Blue Shield plan generally known as 82-83 at no cost to the employee.

The City will provide for all employees the following Blue Cross/Blue Shield benefit riders at no cost to the employees:

MMER - $1,000.00
MMER - 82-83 (deductible $50.00)
Rider 8
Prescription Drug Rider as provided below
Rider 8
Blue Cross Rider 8
Dependents to age 23
Blue Shield Rider 4
Emergency O.P. EKG 82-83
Blue Shield Rider 8
Dependents to age 23 82-83

The City will provide the Blue Cross prescription drug $3.00 co-pay prescription plan for all employees at no cost to the employees.

21.2 Medical Insurance Upon Retirement

Employees who retire during the life of this Agreement, or until a successor Agreement is executed by the Mayor or imposed by interest arbitration, shall be entitled to receive, until their death, medical insurance benefits without cost as listed below:

BC/BS basic plan (generally known as 82-83)
$3.00 drug prescription card (carrier identical to provider of current employees plan)

These benefits are guaranteed only to those employees who retire during this period. This language shall be incorporated into a separate Agreement with each employee who retires in the period described above.

The City and Union mutually agree to publish a comprehensive handbook for employees represented by the Union, covering all current benefits and benefits upon retirement.

21.3 Dental Program

All employees represented by the Union shall be provided the Group Health Incorporated Dental Plan known as Type M-1 together with the appropriate rider providing 100% of schedule, for basic, prosthetics and orthodontia; fluoride treatments (8); dependent

* * * AWARD * * *

*** - SANDS AWARD - ARTICLE XXI - Section 21.1**

Effective on the date of this Award, the City shall improve its medical benefit program for bargaining unit personnel by adding a rider covering psychiatric illness and coverage for catastrophic illness at the base level of benefits for employees hired on or after July 1, 1984.

**** - PROSPER AWARD - ARTICLE XXI - Section 21.1**

The current Rider 14 is to remain as part of the health insurance coverage, and Rider 21 is rescinded.

student covered to age twenty-five (25) for all benefits except orthodontia which is to age nineteen (19); with no deductible amount, at no cost to the employee.

The Union agrees the City may seek bids for alternate dental coverage. All bid specifications will be submitted to the Union for its approval prior to publication. Upon receipt of the bids and notice to the Union, the City may select alternate dental coverage, subject to the Union's further prior approval of such dental coverage.

21.4 Notification of Status

Each employee must notify the Division of Labor Relations of any changes in marital and/or dependent status within ten (10) days of the effective date of the change.

21.5 Payment in Lieu of Insurance Coverage

(A) Any employee, represented by the Union, entitled to Blue Cross/Blue Shield family coverage as provided above may elect to waive such coverage if his spouse has Blue Cross/Blue Shield coverage. Employees waiving coverage may be required to show proof of spouse's coverage to the City and to the Union. An employee who desire to waive such Blue Cross/Blue Shield coverage shall notify the City and the Union, in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the City. Those employees choosing to waive coverage shall have their written request placed in their personnel file. All employees waiving coverage will receive the sum of forty dollars ($40) per month to be paid by separate check, on September 30 and March 30 of each year.

Should the spouse's coverage be terminated for any reason, the employee will immediately notify the City. Upon such notification, the City shall transfer the employee to the Blue Cross/Blue Shield plan provided herein, and the employee will be provided full family coverage without any preconditions or lapse in coverage.

An employee who has waived his or her Blue Cross/Blue Shield coverage and who desire to be reinstated to such Blue Cross/Blue Shield coverage as provided in Section 21.5 shall notify the City and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the date of receipt of such notification by the City.

(B) Effective January 1, 1988, the City will not provide medical or hospital insurance coverage, regardless of the type of plan, for any employee or retiree whose spouse has comparable or superior coverage as the result of employment in, or retirement from, City service as defined in Article 1.5. Said employee or retiree, however, shall receive four hundred and eighty dollars ($480) per year, (forty dollars [$40] per credited month) payable on or before June 30 of each year as payment in lieu thereof.

(C) Any employee represented by the Union who is entitled to dental insurance coverage may elect to waive such coverage. An employee who desires to waive such coverage shall notify the City and Union in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the City. All employees waiving coverage will receive the sum of twelve dollars and fifty cents ($12.50) per month (up to one hundred fifty dollars [$150] per year), to be paid by separate check on December 15 of each year.

An employee who has waived his or her dental insurance coverage and who desires to be reinstated to such dental insurance coverage as provided in Section 21.5 shall notify the City and Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the date of receipt of such notification by the City.

(D) Effective January 1, 1988, the City will not provide dental insurance coverage, regardless of the type of plan, for any employee or retiree whose spouse has comparable or superior coverage as the result of employment in, or retirement from, City service as defined in Article 1.5. Said employee or retiree, however, shall receive one hundred twenty dollars ($120) per year, (ten dollars [$10] per credited month) payable on or before June 30 of each year as payment in lieu thereof.

21.6 Alternate Insurance Coverage

The Union agrees the City may seek bids for alternative dental and/or medical and hospital insurance coverage, or provide coverage by self-insurance, for its employees and/or retirees. All bid specifications or the terms of self-insurance will be submitted to the Union for its approval prior to publication, and such approval will not be unreasonably withheld. After approval and upon receipt of the bids the City may elect alternate insurance coverage. Such alternate coverage will pay the full cost of all treatment, services, or other benefits as are now enjoyed under the present plan, and it will not add to the employee's costs for insurance benefits.

It is the intent of the City to provide benefits that are equivalent to, or better than, those currently in effect. Therefore, disputes concerning the level of benefits shall be resolved through the grievance arbitration procedure. Pending receipt of the arbitration award, benefits will remain unchanged.

DIVISION OF LABOR RELATIONS
Room 225 City Hall
Buffalo, New York 14202
(716) 851-5904

Department of Administration and Finance
Richard Planavsky
Commissioner

Michael McKeating
Acting Director

May 13, 1993

Mr. John Ordon
GHI Incorporated
77 Broadway
Buffalo, New York 14203

Re: Change in PBA Dental Coverage

Dear John:

This is further to our telephone conversation. Effective June 1, 1993, the PBA Dental Insurance coverage will be switched to the Spectrum Plus Plan, pursuant to the new Collective Bargaining Agreement. Please take the necessary steps to send the PBA members their new cards.

Very truly yours,

Michael P. McKeating

MICHAEL P. McKEATING
Director of Labor Relations

cc: Robert Meegan
Thomas Keenan
James Pajak

ARTICLE XXII

POLICEMEN'S BILL OF RIGHTS

22.1 Purpose

The purpose of this Article is to adopt a "Bill of Rights" for members of the Buffalo police force, setting down guidelines to be followed by superior officers in the conduct of investigations arising from the member's conduct as a police officer.

22.2 Informing the Member

(A) The member shall be informed of the rank, name, and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer, and all persons present during the interrogation. If a member is directed to leave his post and report for interrogation to another command, his own command shall be promptly notified of his whereabouts.

(B) The member shall be informed of the nature of the investigation before any interrogation begins, including the name of complainant. The addresses of the complainant and/or witnesses need not be disclosed. However, the member shall be given sufficient information to reasonably apprise him of the allegations.

(C) If it is known that the member is to be interrogated only as a witness, he shall be so informed at the initial notification to appear.

(D) If the member is under arrest, or is likely to be, (that is, if he is a suspect or the target of a criminal investigation), he shall be informed of, and given, all his rights, pursuant to the "Miranda" decision as set forth by the Supreme Court of the United States.

22.3 Conduct of Investigation

(A) The guidelines set down in this Section of the Agreement shall be observed by all superior officers in conducting investigation of actions of members of the police force.

(B) The interrogation of a member shall be at a reasonable hour, preferably when the member is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime, and the reassignment of the member to the first platoon should be employed. If any time is lost, the member shall be compensated.

(C) The interrogation shall take place at a location designated by the investigating officer. Usually it will be at the command to which the investigating officer is assigned, or at the precinct within which the incident allegedly occurred.

(D) The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and reasonable rest periods.

(E) The member shall not be subjected to offensive language, nor shall he be threatened with transfer, dismissal, or other punishment. No promises or reward shall be made as an inducement to answer questions.

(F) The complete interrogation shall be recorded, either mechanically or by a stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.

(G) If a member so requests, he shall be given the opportunity to consult with counsel before being questioned concerning a serious violation of the Departmental rules, provided the interrogation would not be delayed unduly thereby. In such cases, the interrogation may not be postponed past 10:00 A.M. of the day following the notification of interrogation. Counsel, if available, and a representative of a line organization may be present during the interrogation.

(H) No employee covered by this Agreement shall be ordered (by the City) to submit to a polygraph test.

22.4 Minor Violations

In cases of investigations of minor violations of the Departmental rules, requests to consult with legal counsel or with a line organization representative will be denied unless sufficient reasons are advanced. In cases of minor violations, the investigating officer shall have discretion as to whether or not the interrogation shall be recorded.

22.5 Disciplinary Action

In any case, the refusal of a member to answer pertinent questions may result in disciplinary action.

ARTICLE XXIII

LONGEVITY

(A) Each permanent employee who has completed the years of service set forth in Column I below shall receive annually in additional to his salary, the payment set forth in Column II:

The following schedule shall take effect July 1, 1986:

COLUMN I YEAR	COLUMN II AMOUNT
5 - 9	$ 200
10 - 14	400
15 - 19	600
20 - 24	800
25	1,200

The following schedule shall take effect July 1, 1987:

COLUMN I YEAR	COLUMN II AMOUNT
5 - 9	$ 200
10 - 14	450
15 - 19	700
20 - 24	950
25	1,200

(B) Eligible service for the computation of this benefit shall be determined as follows:

(1) Only active services rendered in a permanent position, the salary of which is paid on an annual basis, under "personal services" of the City budget, may be counted. Seasonal and per diem service is not eligible service. Unpaid "leave time" should not be counted.

(2) Service rendered by employees on a temporary or provisional basis, or in the exempt, non-competitive, or unclassified service, which immediately precedes permanent service, is eligible service.

(3) An authorized leave of absence without pay does not constitute service time.

(4) Service with any City department or agency is counted as eligible service for the computation of longevity payments, including service with the Board of Education, Municipal Housing Authority, and the Sewer Authority.

(5) Employees who are granted an approved leave of absence for Union activities and who remain as active employees under the terms of the New York State Retirement System will accrue longevity credit during such leave.

(C) Longevity payment shall be made in a lump sum upon the close of the pay period within which the anniversary date of hire occurs including adjustments for any leave of absence(s). Longevity payments shall be included in the calculation of court time, overtime and reporting time.

(D) An employee's longevity date shall be affected by all leave of absence of suspensions without pay. For example, an employee's date of hire is October 1, 1982. If that same employee received a six (6) month leave of absence his longevity date would be adjusted according to the length of the leave. Therefore, his new longevity date is April 1, 1983.

ARTICLE XXIV

TENURE

Detectives, Detective Sergeants, Assistant Detective Chiefs and the Chief of Homicide, upon completion of eighteen (18) months of service, shall not be removed from their respective positions except for cause.

ARTICLE XXV

PRINTING OF CONTRACT

The cost of printing this Agreement in booklet form in the number of one thousand five hundred (1,500) copies shall be borne equally by the City and the Union. Printing shall be performed in-house.

ARTICLE XXVI

TERMINATION

This Agreement shall be effective as of the 1st day of July, 1986 and shall remain in full force and effect until the 30th day of June, 1988. It shall be automatically 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.

Either party may submit proposals no earlier than October 1, 1987. Upon receipt of a party's request to commence negotiations and its proposals the other party must submit its proposals no later than thirty (30) days from the date of such receipt. Thereafter, the parties shall meet and commence negotiations within thirty (30) days.

ARTICLE XXVII

GENERAL PROVISIONS

This Agreement and all provisions herein are subject to all applicable controlling laws and to the appropriation of funds by the Common Council. In the event that any provisions herein is found to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had never been a part of this Agreement.

ARTICLE XXVIII

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the City including, but not limited to, the right to determine the mission, methods, purposes and objectives of the City, to include the examination, selection, recruitment, hiring or promotion of employees pursuant to law, to establish specifications for each class of positions and to classify or to reclassify and to allocate or to reallocate new or existing positions in accordance with law, and to discipline or discharge employees in accordance with law and the provisions of this Agreement, are retained by it.

ARTICLE XXIX

POLICE DEPARTMENT VEHICLES

Police Inspectors shall be assigned Police Department vehicles for official business only.

ARTICLE XXX

CIVIL INDEMNIFICATION

The provisions contained in Section 50-k of the New York State General Municipal Law regarding civil actions against employees of the City and members of the Union, are made a part of this Agreement.

*** * * AWARD * * ***

*** - SANDS AWARD - NEW ARTICLE XXXI**

ARTICLE XXXI

DEFERRED COMPENSATION

The City shall provide the Section 457 deferred compensation plan for bargaining unit personnel.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

In Witness Whereof, the parties have set their hands this 30th day of December, 1987.

LARRY BAEHRE, PRESIDENT
POLICE BENEVOLENT ASSOC.

JAMES D. GRIFFIN, MAYOR

RICHARD PLANAVSKY, COMMISSIONER
ADMINISTRATION & FINANCE

JANICE M. HUPKOWICZ, DIRECTOR
DIVISION OF LABOR RELATIONS

*** * * AWARD * * ***

*** - SANDS AWARD - AFFIRMATION**

Pursuant to Article 75 of the Civil Practice Law and Rules a majority of us affirm the foregoing as our Interest Arbitration Award in the above matter and that at least a majority of us has concurred in each item of this Award.

Dated: South Organge, NJ
September 5, 1989

JOHN E. SANDS

Dated: Buffalo, NY
September 5, 1989

RICHARD PLANAVSKY

Dated: Buffalo, NY
September 5, 1989

ROBERT P. MEEGAN

**** - PROSPER AWARD**

Dated: June 29, 1992

PETER A. PROSPER
PUBLIC PANEL MEMBER AND CHAIRMAN

I (concur) (do not concur) with the Above Award

Dated: June 29, 1992

JOSEPH L. RANDAZZO, ESQ.
EMPLOYER PANEL MEMBER

I (concur) (do not concur) with the Above Award

Dated: June 29, 1992

ROBERT P. MEEGAN, JR.
EMPLOYEE ORGANIZATION PANEL MEMBER

Appendix A

SALARY SCHEDULE "A"

JULY 1, 1986 - DECEMBER 31, 1986

JOB TITLE	GROSS SALARY
Police Inspector	$34,826
Chief of Detectives	$34,826
Police Captain	$31,649
Chief of Homicide	$31,649
Assistant Chief of Detectives	$29,574
Chief, Bureau of Administrative Services	$29,574
Police Instructor	$29,574
Police Lieutenant	$27,624
Polygraph Examiner	$27,624
Detective Sergeant	$25,865
Police Photographer	$25,579
Assistant Police Dispatcher	$25,579
Detective	$24,730
Police Officer * Step 1	$17,552
Police Officer * Step 2	$19,103
Police Officer * Step 3	$20,656
Police Officer * Step 4	$22,208
Police Officer * Step 5	$23,763

The above Salary Schedule includes the value of twelve (12) paid holidays at the rate of time and one-half (1 1/2).

Appendix B

SALARY SCHEDULE "B"

JANUARY 1, 1987 - JUNE 30, 1987

JOB TITLE	GROSS SALARY
Police Inspector	$35,174
Chief of Detectives	$35,174
Police Captain	$31,965
Chief of Homicide	$31,965
Assistant Chief of Detectives	$29,869
Chief, Bureau of Administrative Services	$29,869
Police Instructor	$29,869
Police Lieutenant	$27,900
Polygraph Examiner	$27,900
Detective Sergeant	$26,123
Police Photographer	$25,834
Assistant Police Dispatcher	$25,834
Detective	$24,977
Police Officer * Step 1	$17,727
Police Officer * Step 2	$19,294
Police Officer * Step 3	$20,862
Police Officer * Step 4	$22,430
Police Officer * Step 5	$24,000

The above Salary Schedule includes the value of twelve (12) paid holidays at the rate of time and one-half (1 1/2).

Appendix C

SALARY SCHEDULE "C"

JULY 1, 1987 - DECEMBER 31, 1987

JOB TITLE	GROSS SALARY
Police Inspector	$36,932
Chief of Detectives	$36,932
Police Captain	$33,563
Chief of Homicide	$33,563
Assistant Chief of Detectives	$31,362
Chief, Bureau of Administrative Services	$31,362
Police Instructor	$31,362
Police Lieutenant	$29,295
Polygraph Examiner	$29,295
Detective Sergeant	$27,429
Police Photographer	$27,125
Assistant Police Dispatcher	$27,125
Detective	$26,225
Police Officer * Step 1	$18,713
Police Officer * Step 2	$20,358
Police Officer * Step 3	$22,005
Police Officer * Step 4	$23,651
Police Officer * Step 5	$25,300

The above Salary Schedule includes the value of twelve (12) paid holidays at the rate of time and one-half (1 1/2).

Appendix D

SALARY SCHEDULE "D"

JANUARY 1, 1988 - JUNE 30, 1988

JOB TITLE	GROSS SALARY
Police Inspector	$37,301
Chief of Detectives	$37,301
Police Captain	$33,898
Chief of Homicide	$33,898
Assistant Chief of Detectives	$31,675
Chief, Bureau of Administrative Services	$31,675
Police Instructor	$31,675
Police Lieutenant	$29,587
Polygraph Examiner	$29,587
Detective Sergeant	$27,703
Police Photographer	$27,396
Assistant Police Dispatcher	$27,396
Detective	$26,487
Police Officer * Step 1	$18,900
Police Officer * Step 2	$20,561
Police Officer * Step 3	$22,225
Police Officer * Step 4	$23,887
Police Officer * Step 5	$25,553

The above Salary Schedule includes the value of twelve (12) paid holidays at the rate of time and one-half (1 1/2).

*** * * AWARD * * ***

***-SANDS AWARD - Effective July 1, 1988 - June 31, 1989 an increase of 5%**

Appendix E

SALARY SCHEDULE "E"

JULY 1, 1988 - JUNE 31, 1989

JOB TITLE	GROSS SALARY
Police Inspector	$39,166.05
Chief of Detectives	$39,166.05
Police Captain	$35,592.90
Chief of Homicide	$35,592.90
Assistant Chief of Detectives	$33,258.75
Chief, Bureau of Administrative Services	$33,258.75
Police Instructor	$33,258.75
Police Lieutenant	$31,066.35
Polygraph Examiner	$31,066.35
Detective Sergeant	$29,088.15
Police Photographer	$28,765.80
Assistant Police Dispatcher	$28,765.80
Detective	$27,811.35
Police Officer * Step 1	$19,845.00
Police Officer * Step 2	$21,589.05
Police Officer * Step 3	$23,336.25
Police Officer * Step 4	$25,081.35
Police Officer * Step 5	$26,830.65

The above Salary Schedule includes the value of twelve (12) paid holidays at the rate of time and one-half (1 1/2).

*** * * AWARD * * ***

***-SANDS AWARD - Effective July 1, 1989 - June 31, 1990 an increase of 5%**

Appendix F

SALARY SCHEDULE "F"

JULY 1, 1989 - JUNE 31, 1990

JOB TITLE	GROSS SALARY
Police Inspector	$41,124.35
Chief of Detectives	$41,124.25
Police Captain	$37,372.55
Chief of Homicide	$37,372.55
Assistant Chief of Detectives	$34,921.69
Chief, Bureau of Administrative Services	$34,921.69
Police Instructor	$34,921.69
Police Lieutenant	$32,619.97
Polygraph Examiner	$32,619.67
Detective Sergeant	$30,542.56
Police Photographer	$30,204.09
Assistant Police Dispatcher	$30,204.09
Detective	$29,201.92
Police Officer * Step 1	$20,837.25
Police Officer * Step 2	$22,668.50
Police Officer * Step 3	$24,503.06
Police Officer * Step 4	$26,335.42
Police Officer * Step 5	$28,172.18

The above Salary Schedule includes the value of twelve (12) paid holidays at the rate of time and one-half (1 1/2).

*** * * AWARD * * ***

***-SANDS AWARD - Effective July 13, 1988 in increase of 10%**

Appendix G

SALARY SCHEDULE "G"

JULY 13, 1988

JOB TITLE	GROSS SALARY
Police Inspector	$44,854.45
Chief of Detectives	$44,874.45
Police Captain	$40,762.35
Chief of Homicide	$40,762.35
Assistant Chief of Detectives	$38,089.19
Chief, Bureau of Administrative Services	$38,089.19
Police Instructor	$38,089.19
Police Lieutenant	$35,578.37
Polygraph Examiner	$35,578.37
Detective Sergeant	$33,312.86
Police Photographer	$32,943.69
Assistant Police Dispatcher	$32,943.69
Detective	$31,850.62
Police Officer * Step 1	$22,727.25
Police Officer * Step 2	$24,724.60
Police Officer * Step 3	$26,725.56
Police Officer * Step 4	$28,724.12
Police Officer * Step 5	$30,727.48

The above Salary Schedule includes the value of twelve (12) paid holidays at the rate of time and one-half (1 1/2).

*** * * AWARD * * ***

***-PROSPER AWARD - Effective July 1, 1990 - December 31, 1990 an increase of 4%**

Appendix H

SALARY SCHEDULE "H"

JULY 1, 1990 - DECEMBER 31, 1990

JOB TITLE	GROSS SALARY
Police Inspector	$46,648.63
Chief of Detectives	$46,648.63
Police Captain	$42,392.84
Chief of Homicide	$42,392.84
Assistant Chief of Detectives	$39,612.76
Chief, Bureau of Administrative Services	$39,612.76
Police Instructor	$39,612.76
Police Lieutenant	$37,001.50
Polygraph Examiner	$37,001.50
Detective Sergeant	$34,645.37
Police Photographer	$34,261.44
Assistant Police Dispatcher	$34,261.44
Detective	$33,124.64
Police Officer * Step 1	$23,636.34
Police Officer * Step 2	$25,713.58
Police Officer * Step 3	$27,794.58
Police Officer * Step 4	$29,873.08
Police Officer * Step 5	$31,956.58

The above Salary Schedule includes the value of twelve (12) paid holidays at the rate of time and one-half (1 1/2).

*** * * AWARD * * ***

***-PROSPER AWARD - Effective January 1, 1991 - June 31, 1991 an increase of 4%**

Appendix I

SALARY SCHEDULE "I"

JANUARY 1, 1991 - JUNE 31, 1991

JOB TITLE	GROSS SALARY
Police Inspector	$48,514.58
Chief of Detectives	$48,514.58
Police Captain	$44,088.55
Chief of Homicide	$44,088.55
Assistant Chief of Detectives	$41,197.27
Chief, Bureau of Administrative Services	$41,197.27
Police Instructor	$41,197.27
Police Lieutenant	$38,481.56
Polygraph Examiner	$38,481.56
Detective Sergeant	$36,031.18
Police Photographer	$35,631.90
Assistant Police Dispatcher	$35,631.90
Detective	$34,449.63
Police Officer * Step 1	$24,581.79
Police Officer * Step 2	$26,742.12
Police Officer * Step 3	$28,906.36
Police Officer * Step 4	$31,068.00
Police Officer * Step 5	$33,234.84

The above Salary Schedule includes the value of twelve (12) paid holidays at the rate of time and one-half (1 1/2).

*** * * AWARD * * ***

***-PROSPER AWARD - Effective July 1, 1991 - June 31, 1992 an increase of 4%**

Appendix J

SALARY SCHEDULE "J"

JULY 1, 1991 - JUNE 31, 1992

JOB TITLE	GROSS SALARY
Police Inspector	$50,455.16
Chief of Detectives	$50,455.16
Police Captain	$45,852.09
Chief of Homicide	$45,852.09
Assistant Chief of Detectives	$42,845.16
Chief, Bureau of Administrative Services	$42,845.16
Police Instructor	$42,845.16
Police Lieutenant	$40,020.82
Polygraph Examiner	$40,020.82
Detective Sergeant	$37,472.43
Police Photographer	$37,057.18
Assistant Police Dispatcher	$37,057.18
Detective	$35,827.62
Police Officer * Step 1	$25,565.06
Police Officer * Step 2	$27,811.80
Police Officer * Step 3	$30,062.61
Police Officer * Step 4	$32,310.72
Police Officer * Step 5	$34,564.23

The above Salary Schedule includes the value of twelve (12) paid holidays at the rate of time and one-half (1 1/2).

Sands Award

(dated September 19, 1989)

July 1, 1988

through

June 30, 1990

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Interest Arbitration Between

CITY OF BUFFALO,
Public Employer,
And

BUFFALO POLICE BENEVOLENT ASSOCIATION, INC.,
Employee Organization

PERB CASE NOS. IA88-29;M88-345

JS Case No. 1423

OPINION AND AWARD

Before the Public Arbitration Panel:

JOHN E. SANDS, Public Member and Chairman
RICHARD PLANAVSKY, Public Employer Member
ROBERT P. MEEGAN, Employee Organization Member

OPINION

This interest arbitration case arises under Section 209.4 of New York State's Civil Service Law. On December 28, 1988 PERB Chairman Harold R. Newman appointed this Public Arbitration Panel to make a just and reasonable determination of the parties' collective bargaining impasse.

Pursuant to our statutory authority, we conducted hearings in Buffalo, New York on May 10, 11, and 12, 1989. Both sides appeared by counsel and had full opportunity to adduce evidence, to crossexamine each other's witnesses, and to make argument in support of their respective positions. Each submitted post-hearing briefs, and neither has raised objection to the fairness of this proceeding.

This Panel met in executive session in Buffalo on July 27, 1989. We have reviewed all of the parties' evidence and arguments taking into consideration Section 209.4(c)(v)'s express criteria:

> a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
>
> b. the interests and welfare of the public and the financial ability of the public employer to pay;
>
> c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
>
> d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

Upon that consideration, a majority of us have reached the following relevant conclusions.

SALARIES

First, both in absolute and relative terms, Buffalo police compensation lags far behind that of comparable employees in comparable communities and behind relevant averages as well. Here are a few examples:

Department	Effective Date	Police Officer Minimum / Maximum	Yrs. to Max	Buffalo Deficit at Maximum In $$$ / In %%%
Suffolk Cty	1/1/88	23,914 / 42,592	5.0	17,039 / 66.7%
Nassau Cty	1/1/88	28,620 / 43,927	5.0	18,374 / 71.9%
New York City	7/1/88	25,977 / 34,633	5.0	9,080 / 35.5%
Syracuse	1/1/88	23,749 / 28,831	4.0	3,278 / 12.8%
Rochester	7/1/88	23,105 / 33,007	2.7	7,454 / 29.2%
Yonkers	3/1/88	26,686 / 35,094	4.0	9,541 / 37.3%
AVERAGE		25,342 / 36,347	4.3	10,794 / 42.2%
Amherst	1/1/88	20,163 / 29,001	3.0	3,448 / 13.5%
Cheektowaga	1/1/88	23,338 / 30,832	3.0	5,279 / 20.7%
Tonawanda Twn	1/1/88	22,279 / 30,388	4.0	4,835 / 18.9%
AVERAGE		21,927 / 30,074	3.3	4,521 / 17.7%
Buffalo	1/1/88	18,900 / 25,553	4.0	xxx / xxx

In connection with that subject, a majority of us find unpersuasive the City's argument that Buffalo police are appropriately paid when considered (a) against a nationwide list of cities identified by an ingenious "cluster analysis" of demographic, crime and budget characteristics and (b) against local community data statistically adjusted to neutralize local income differentials.

The City's nationwide list of comparables, although chosen on a consistently applied statistical basis, fails to reflect more relevant regional impellers of compensation levels. The statutory context in which wage determination occurs, for example, will have more to do than per capita serious crime data with determining police compensation. All large New York State cities must negotiate under the Taylor Law with politically

active employee organizations. That fact makes their compensation data intuitively more relevant to Buffalo than those of cities in Alabama or Virginia that impose police wages unilaterally. Moreover, cluster analysis fails to reflect important but difficult-to-quantify cultural values that inevitably affect police compensation: attitudes concerning public safety, status in the community of police service, and ethnic and cultural diversity that can complicate police work.

The City's community income differential analysis is similarly flawed in its practical application. Notwithstanding their rank in the relatively-depressed income hierarchy of Buffalo, Buffalo police must still live on the real wages they receive. For example, when an Amherst, New York police officer goes into an area supermarket, he or she still has between four and five thousand dollars per year more to spend than a Buffalo police officer even though, compared to residents of that affluent-but-close-by community, the Amherst police officer may be less well off.

As noted, Buffalo lags far behind the large New York State cities in almost every measure of police compensation. In the parties' last interest arbitration award, Public Member and Chairman John Drotning addressed that situation with compelling candor, although that year Buffalo's serious inability-to-pay prevented significant catch-up steps:

> It must be clear that the relatively low maximum and starting salary for Buffalo Police Officers cannot be corrected by this award since the amount of the adjustment would bankrupt the City. However, the difference should not be allowed to increase and the gap narrowed to some extent.
>
> [Union Exhibits A-91 and A-140, p. 31.]

Although Buffalo now enjoys vastly improved ability-to-pay by reason of effective and responsible fiscal and political management, the need for a dramatic catch-up in police compensation has not changed. Indeed, even Buffalo's Common Council has certified that fact. In 1988 the Common Council established a tri-partite, "blue ribbon" Committee to Review Police Salaries. That Committee met and reviewed much of the same data the parties have presented to this Public Arbitration Panel. And it concluded without dissent that, before any interest arbitration proceeding to determine appropriate current compensation, Buffalo police must receive an immediate, ten-percent wage increase across-the-board. The Committee noted, also without dissent, that the City could recoup some of the cost of that increase by productivity improvements:

> . . .[S]uch controversial issues raised by the City as shift realignment, judicious use of one-officer patrol cars, increased use of civilians in support positions and telephone reporting for certain matters are examples of some of the policies and procedures this Committee recommends be explored by officers, police administration and city officials alike. These issues, if properly examined, should address concerns raised by the PBA, provide additional resources to fund salary and other benefit increases and, more importantly, ensure a consistent and adequate police presence in our city.
>
> [Union Exhibit 136, p. 3]

A majority of us find the Common Council's own Committee to Review Police Salaries' extraordinary report both compelling and impossible to ignore. We have therefore decided to grant, effective on the date of this Award, the Committee's immediate, ten-percent across-the-board increase of base annual police salaries computed on the basis of salary levels in effect on the date of the Committee's report. We have also decided to put in place the joint labor-management committee that the Common Council Committee recommended to help address the various operational issues necessary to accomplish its purpose of improving police service in Buffalo.

We note that the City has already enjoyed productivity improvements in the form of more police work accomplished by fewer police officers and limitations on off-duty employment. More important, the City can secure further productivity gains through judicious use of variable assignments, one-officer cars in relatively safe areas and duties, and civilianization of functions. Those are all within the City's managerial prerogative to do (subject, of course, to bargaining about such decisions' impact) and more "possible" to accomplish successfully after police compensation is at the level certified appropriate by the Common Council's own Committee to Review Police Salaries. We feel confident that those productivity improvements and the extraordinary character of the Commission's report are such unique factors that no other City bargaining unit should be able to justify a similar catch-up adjustment.

We further find that, having thus addressed the dramatic disparity between Buffalo police compensation and that in comparable communities, there is no reason for Buffalo police compensation otherwise to depart from the five percent/five percent two-year pattern the City has established and justified for all of its other units. And we will so

AWARD

1. Effective on the date of this Award, the base annual salaries of bargaining unit personnel shall be increased by an amount equal to ten percent (10%) of the rate in effect on July 13, 1988.

2. Effective July 1, 1988 and July 1, 1989 the base annual salaries of bargaining unit personnel shall be increased by five percent. Those increases shall not include any portion of the preceding paragraph's ten percent adjustment.

3. If the City retains a municipal law enforcement counsulting organization to address modernization issues, the parties shall establish a joint labor-management committee to consider those issues and to work with the consultants to facilitate implementation of modernization programs.

I concur.

JOHN E. SANDS

I dissent.

RICHARD PLANAVSKY

I concur.

ROBERT P. MEEGAN

MEDICAL BENEFITS

In this area, a majority of us agree that the Union's demands are appropriate for (a) psychiatric illness rider to existing coverage and (b) catastrophic illness coverage at the base level of benefits for bargaining unit personnel hired on or after July 1, 1984, who have limited sick leave benefits. Both demands address situations that involve the unique stresses and perils of police service, and, at a cost of one-tenth of one percent, each is well within the City's ability-to-pay. And we so

AWARD

Effective on the date of this Award, the City shall improve its medical benefit program for bargaining unit personnel by adding a rider covering psychiatric illness and coverage for catastrophic illness at the base level of benefits for employees hired on or after July 1, 1984.

I concur.

JOHN E. SANDS

I dissent.

RICHARD PLANAVSKY

I concur.

ROBERT P. MEEGAN

DEFERRED COMPENSATION

The Union seeks a Section 457 deferred compensation plan funded by voluntary comtributions of bargaining unit members. This is a no-cost item that the City has already granted to at least one other major bargaining unit. We therefore find it appropriate, and we so

AWARD

The City shall provide the Section 457 deferred compensation plan for bargaining unit personnel.

I concur.

JOHN E. SANDS

I dissent.

RICHARD PLANAVSKY

I concur.

ROBERT P. MEEGAN

COURT TIME

On this subject, our executive conference established that the City's principal concern is a potential abuse that the Union does not seek. The City fears that the Union can use existing contract language to generate Court Time payments by subpoenaing its own members in proceedings for the Union's interest. Because the parties agree on this qualification to their contract's language we so

AWARD

Article 2.8 of the parties' collective bargaining agreement shall be amended to add this sentence: "Court Time shall not be paid to an officer subpoenaed by the Union in a proceeding for the Union's interest."

I concur.

JOHN E. SANDS

I dissent.

RICHARD PLANAVSKY

I concur.

ROBERT P. MEEGAN

VACATIONS

A majority of us find no reason to delete the "second tier" of benefits for employees hired on and after July 1, 1984. In 1984 the Union bargained that concession to support additional benefits still being received.

Nor are we convinced that the Union's demand is appropriate for "sell-back" of up to three weeks' vacation time at either premium or straight-time rates. Vacation time is necessary for effective stress management, and the City has not expressed a need for the additional staffing this would provide.

There is, however, a real issue of fairness presented by the Union's remaining Vacation demand. Under present contract language the Commissioner "may" allow carryovers of vacation time missed by employees in instances of (a) request or order by the Commissioner to forego vacation to enable the Department to "provide and maintain adequate service to the public," and (b) line-of-duty injuries. We feel that no employee under those two circumstances should be subject to the additional sacrifice of vacation entitlement and that, as to those two instances, carry-over should be mandatory. And we so

AWARD

1. The third sentence of Article 4.4 of the parties collective bargaining agreement shall be amended to read, "The Commissioner shall allow vacation carryover in the first two specific instances which follow and may allow it in the third:"

2. Subparagraphs (B) and (C) of Article 4.4 shall be exchanged so that present (C) becomes the second specific instance and present (B) becomes the third

I concur. _____
JOHN E. SANDS

I dissent. _____
RICHARD PLANAVSKY

I concur. _____
ROBERT P. MEEGAN

UNIFORM ALLOWANCE

Current practice pays $380 per year to officers for replacement and maintenance of uniforms and equipment costing far more than that. The City Council's Commission on Police Salaries made special mention of the current uniform allowance's inadequacy. The City's objection to incurring the cost of additional uniform allowance payments is that nothing guarantees officers will use those payments for the intended purpose.

Both parties' concerns can be met by changing entirely the nature of the uniform benefit. We shall require the City hereafter to provide all mandated original and replacement items of uniform and equipment. The City shall make annual payments to officers of $100 to be used exclusively for maintenance and cleaning to required standards of uniforms and equipment required by the City. And we so

AWARD

Effective on the date of this Award, Article XIX of the parties' contract shall be amended to read,

UNIFORMS AND EQUIPMENT

19.1 Original and Replacement Items

Effective September 5, 1989 at its own expense the City shall provide bargaining unit personnel with all mandated items of original and replacement items of uniform and equipment. For present members of the Department this provision shall apply prospectively for replacement items of currently-owned uniforms and equipment.

19.2 Maintenance and Cleaning

Effective September 5, 1989 the City shall make annual payments of $100 to all bargaining unit employees to be used exclusively for maintenance and cleaning to required standards of uniforms and equipment required by the City.

I concur. _____
JOHN E. SANDS

I dissent. _____
RICHARD PLANAVSKY

I concur. _____
ROBERT P. MEEGAN

GRIEVANCE PROCEDURE

The City seeks a number of amendments to the grievance procedure that it intends to facilitate efficient processing of grievances. After extensive discussion by the Panel, mediation by the Chairman, and compromise by the partisan Members, we unanimously direct that the Grievance Procedure be amended in the following respects to accomplish that purpose; and we so

AWARD

1. Article XI of the parties' collective bargaining agreement shall be amended in the following respects:

(a) Step 1 shall read,

> The employee and/or the Union shall submit the grievance orally to the employee's direct line superior holding the rank of not lower than Captain (or to the Captain's designee when the Captain is not on duty) within twenty (20) calendar days . . . .[Continue as in original.]

(b) Step 2's first sentence shall read,

> If a satisfactory settlement or disposition is not made within two (2) days after the oral submission of the grievance, the employee and/or the Union may submit the grievance in writing within ten (10) days thereafter to the employee's direct line supervisor holding a rank of not lower than Division Inspector (or to the Division Inspector's designee when the Division Inspector is not on duty), who shall answer same in writing within ten (10) days.

(c) In Step 3's first sentence, the five (5) day time limit shall be changed to ten (10) days.

(d) Step 4's first sentence shall be amended to read,

If not satisfied with the Commissioner of Police's answer, the Union may, within ten (10) days after receipt thereof, submit the grievance to arbitration by one of the following panel of Arbitrators, who shall receive cases in the following alphabetical order of rotation:

Elizabeth B. Croft
Howard Foster
Paul Klein
Wade J. Newhouse
David Randles
Eli I. Taub

In all other respects Public Employment Relations Board procedures shall govern the arbitration proceeding.

(e) Article 11.2 (E) shall be amended to change the word, "may," to read, "shall."

I concur.

JOHN E. SANDS

I dissent.

RICHARD PLANAVSKY

I concur. ✓

ROBERT P. MEEGAN

TERM

We unanimously agree that the term of the contract imposed by this Award should be the Taylor Law's two-year maximum, and we so

AWARD

The term of the parties' collective bargaining agreement shall be two years, from July 1, 1988 to June 30, 1990.

I concur.

JOHN E. SANDS

I concur.

RICHARD BLANAVSKY

I concur.

ROBERT MEEGAN

RESIDUAL MATTERS

As to all other matters raised by the parties, a majority of us as to each find insufficient evidence in the record before us to justify any change in the status quo. And we so

AWARD

There shall be no other changes in the parties' collective bargaining agreement.

I concur.

JOHN E. SANDS

I dissent.

RICHARD PLANAVSKY

I concur.

ROBERT MEEGAN

AFFIRMATION

Pursuant to Article 75 of the Civil Practice Law and Rules a majority of us affirm the foregoing as our Interest Arbitration Award in the above matter and that at least a majority of us has concurred in each item of this Award.

Dated: South Orange, NJ
September 5, 1989

JOHN E. SANDS

Dated: Buffalo, NY
September 5, 1989

RICHARD PLANAVSKY

Dated: Buffalo, NY
September 5, 1989

ROBERT P. MEEGAN

Prosper Award

(dated June 29, 1992)

July 1, 1990

through

June 30, 1992

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In The Matter of The Interest Arbitration Between BUFFALO POLICE BENEVOLENT ASSOCIATION, INC. AND THE CITY OF BUFFALO, NEW YORK PERB Case No. IA91-010; M91-041	FINAL AND BINDING OPINION AND AWARD OF TRIPARTITE ARBITRATION PANEL

The Public Arbitration Panel members are:

PUBLIC PANEL MEMBER AND CHAIRMAN:
Peter A. Prosper
Union College
Department of Economics
Schenectady, New York 12308

PUBLIC EMPLOYEE PANEL MEMBER
Robert P. Meegan, Jr., President
Buffalo Police Benevolent Association
74 Franklin Street
Buffalo, NY 14202

PUBLIC EMPLOYER PANEL MEMBER:
Joseph L. Randazzo, Esq.
Flaherty, Cohen, Grande, Randazzo and Doren
135 Delaware Avenue
Buffalo, NY 14202

APPEARANCES:

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Wyssling, Schwan and Montgomery
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For the City of Buffalo

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135 Delaware Avenue
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Pursuant to the provisions of Civil Service Law, Section 209.4, Pauline R. Kinsella, Chairperson of the New York State Public Employment Relations Board, designated the undersigned on August 21, 1991, as the Public Arbitration Panel for the purpose of making a just and reasonable determination on the matters in dispute between the City of Buffalo ("City") and the Buffalo Police Benevolent Association, Inc. ("PBA" or "Association").

The City of Buffalo is located in Erie County, on the shore of Lake Erie. It has a population of approximately 324,000, the second largest city in the state of New York. It is also the county seat and the major metropolitan area within the county. The Buffalo Police Benevolent Association, Inc. represents a bargaining unit consisting of all sworn police officers employed by the City police department except the Commissioner and the three deputy commissioners. Total number of sworn police officers in the bargaining unit is approximately 998. Of this number, 754 are police officers, 67 detectives, 16 assistant dispatchers, 3 police photographers, 20 detective sergeants, 104 police lieutenants, 23 police captains, 6 police inspectors, 5 directors or chiefs (police training, administrative services, homicide, detectives), and one polygraph examiner.

The prior Collective Bargaining Agreement between the parties covered the period from July 1, 1986, until June 30, 1988. Negotiations in 1988 for a successor agreement were unsuccessful, and impasse was declared. After

mediative efforts failed, the PBA filed a petition for compulsory interest arbitration. An arbitration panel was designated, with John Sands, Esq., as chairman. The arbitration panel issued its award on September 5, 1989, covering the period from July 1, 1988 through June 30, 1990.

The parties began negotiations anew for a successor agreement in early 1990, with a combined total of fifty-nine Proposals submitted by both parties. On April 10, 1991, the PBA filed a declaration of impasse with the State of New York Public Employment Relations Board. A mediator's efforts were unsuccessful, and the PBA filed a petition for compulsory interest arbitration. The Chairperson of the Public Employment Relations Board designated the above-named arbitration panel to resolve the dispute. Hearings were held in Buffalo, New York on Wednesday, November 20, 1991, Thursday, November 21, 1991, Friday, November 22, 1991, and Saturday, November 23, 1991, at which time both parties were provided opportunity to introduce evidence, present testimony, summon witnesses, cross-examine witnesses, and otherwise support their respective positions on the outstanding issues. The parties filed post-hearing briefs and reply briefs.

At the hearing the parties agreed to submit approximately eight issues each for evaluation and decision by the arbitration panel. Those issues are: Shifts; Vacations; Sick Leave (Confinement); Sick Leave Incentive; Sick Leave Abuse; Discipline and Discharge; Overtime; Seniority; Uniform Allowance;

One-Man Patrols; Health Insurance Coverage; Maintenance of Benefits Article; Dental Insurance; Reporting Time; Longevity; Educational Incentive;

All issues and their attendant support submitted by each party were carefully considered, as well as the responses by the opposing party.

The Public Arbitration Panel met in executive session on April 30, 1992, and deliberated on each of the outstanding issues, carefully and fully considering all the data, exhibits and testimony received from both parties. The results of those deliberations are contained in the AWARD, which constitutes the Panel's best judgment as to a just and reasonable solution of the impasse. Those issues presented by the parties which are not specifically dealt with in detail in this AWARD were also carefully considered by the Public Arbitration Panel, but rejected in their entirety. For each issue, the discussion below presents the positions of the parties and the Panel's analysis and conclusion.

In arriving at the determination contained herein, the Public Arbitration Panel has considered the following statutory guidelines with which it was charged by Section 209.4:

> (v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:
>
> a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions

and with other employees generally in public and private employment in comparable communities.

b. the interests and welfare of the public and the financial ability of the public employer to pay;

c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

TERM OF AWARD

Both parties are in agreement that because of the date of this Award and pursuant to the provisions of Civil Service Law Section 209.4(vi), the Public Arbitration Panel is limited to a maximum of a two-year Award, the term of this Award shall be from July 1, 1990 through June 30, 1992.

SALARY

Average annual salaries, exclusive of longevity but including step increment, of police officers for the City of Buffalo currently in effect are:

Police Officers	$29,755
Ranks Above Police Officers	$34,958
Average For Unit	$31,033

When longevity payment are included, the average annual base pay, including longevity is:

Police Officers	$30,182
Ranks Above Police Officers	$35,846
Average For Unit	$31,573

In addition to the salaries above, provision is made for payment of reporting time, night shift differential, court time, holiday pay and uniforms.

Position of the Police Benevolent Association

The PBA seeks a salary increase of twelve (12%) effective July 1, 1990, and a twelve (12%) salary increase effective July 1, 1991. The City makes no salary proposal. The Association supports its proposed salary increases on the bases of comparable salaries received by other police officers in similar jurisdictions, the hazardousness nature of the work performed by police officers, and the pattern of salary increases received in the past in comparison with

police units in other cities and in other employee units employed by the City of Buffalo.

The PBA maintains that the proper comparables are those used by compulsory interest arbitration panels in previous years, specifically, the Sands panel. Those jurisdictions used by the Sands panel for comparison of salaries and other benefits are the counties of Nassau and Suffolk, the cities of New York, Syracuse, Rochester, and Yonkers, and the towns of Amherst, Cheek-towaga and Tonawanda.

A comparison of the Sands panel nine-unit average salaries with Buffalo police salaries reveals that Buffalo police salaries are substantially lower. Salaries for Buffalo police officers are $10,331 lower than the average of those of Suffolk County, Nassau County, New York City, Syracuse, Rochester and Yonkers, which is equal to a 33.6 percent difference. Comparing Buffalo's salaries with those of the towns of Amherst, Cheektowaga and Tonawanda, a deficit of $3,923 is experienced, resulting in Buffalo police officers salaries being approximately 12.8 percent less than the average of those towns.

The PBA argues that, "...a Buffalo police officer is seriously underpaid whether compared on a thirty-three municipality basis, using the comparables found appropriate by the Sands panel, or using even more limited comparables [the Cities of Rochester and Syracuse and the largest suburban towns of Amherst, Cheektowaga and Tonawanda]. This is true whether a comparison is made on the basis of total annual earnings or total cumulative career earnings.

When the thirty-three municipality comparables are used, the disparity, on average exceeds twelve (12%) percent. When the Sands panel comparables are used, the disparity exceeds, on average, twenty-four (24%) percent. When a more limited five municipality comparison is done, the disparity exceeds eleven and one-half (11.5) percent" [PBA Post-Hearing Memorandum, pp. 26-27]. The PBA asserts that its proposed increase in salary is not only equitable, but fully justified as well.

Position of the City of Buffalo

The City of Buffalo contends that the comparables used by the PBA in its argument for salary increases are inappropriate. Stating that its use of the criteria of geographical proximity, population and union representation, its selection of comparable units are (a) Erie County cities and towns of Buffalo, Amherst, Cheektowaga, Depew, East Aurora, Town of Hamburg, Town of Lancaster, Village of Lancaster, City of Tonawanda, Town of Tonawanda, and West Seneca; (b) Niagara County cities of Lockport, Niagara Falls, North Tonawanda; and, (c) other large cities in Western New York of Rochester and Syracuse.

The City resists a salary increase on the grounds that the City is simply unable to pay. According to the City, "Buffalo is currently struggling for economic survival" [City Post-Hearing Brief, p. 8]. The City of Buffalo is heavily dependent on state aid. Over one-half of the City's budget was State funded

in 1991. The proportion of State aid fell in recent years, and the decrease has created a shortfall of over $13 million, which the City has made up by increasing the property tax by 9.5%, deleting 117 funded jobs, elimination of 59 positions in the police department, and increased the use of the attrition factor from 3.0% to 3.5% on all jobs for all departments in the City. Even with these measures, the City comptroller projected an $11.7 million budget imbalance by the end of the 1991-92 fiscal year.

If the budget deficit grows, it would create additional fiscal and financial problems including higher costs incurred in issuing long-term debt and other financial obligations.

In addition to the loss in state aid, adverse economic conditions which the national economy has experienced has fallen particularly hard on the City of Buffalo. Unemployment applications filed in Erie County have reached 6.9%, coupled with an additional net loss of 9,100 jobs. The number of bankruptcies were at a record high in recent years, with 4,000 in 1990, and 4,409 in 1991.

Discussion on Salary

The issue of appropriate comparable police departments must be addressed first. Both parties use some of the same cities and towns for comparison purposes, but their general concepts differ. The PBA chose the units used by the Sands panel, which includes New York City, and two counties (Suffolk and Nassau) and one city (Yonkers) in the Greater New York Metropoli-

tan Area. Apparently, the Sands panel selected on the basis of size of departments. The City, on the other hand, chose cities, towns and other political subdivisions in the Buffalo area, including Erie and Niagara Counties, as well as the upstate New York larger cities of Rochester and Syracuse.

A selection of units for wage and salary comparisons must be based on meaningful criteria. In the instant case, police departments of other jurisdictions must be comparable in significant ways to the Buffalo police department. Most labor economists and other labor practitioners would agree that one critical criterion of comparability is geographical proximity, that is, the relevant labor market area for the occupational group under consideration. If two police departments, for example, draw their personnel from the same competitive locality, the criterion of geographical proximity is satisfied. However, geographical proximity is not the only relevant criterion. If, within a particular geographic area, a large city does not compete with a much smaller political subdivision for personnel, geographical proximity is irrelevant. The labor market area for the two units are separate and distinct. In like manner, two large city police forces may be comparable even if they are relatively distant from each other if size of city, price levels, size of police force, and other factors are relatively equal.

Considering the criteria of similar labor market area, similar size and function of police force, and other economic factors, it is possible to conclude that jurisdictions such as New York City, Yonkers, Suffolk and Nassau Counties

are not appropriate for comparisons with Buffalo. New York City and its police force, obviously, is substantially larger than Buffalo, and some of its problems are of a substantially different nature. In addition to size, the New York Greater Metropolitan Area, including Yonkers, Nassau and Suffolk Counties, has a significantly different set of economic conditions. Prices and the Consumer Price Index are substantially higher, salaries in general are substantially higher, and police officer salaries in particular are substantially higher. The area's population is more than half the population of the entire state. Therefore, conditions in that area are so substantially different that a comparison with Buffalo is meaningless.

Syracuse and Rochester are two larger cities in the State, and are outside the New York Metropolitan Area. Their police forces and populations, although not equal in size to those of Buffalo, are sufficiently large to permit credible comparisons.

On the other hand, certain proximate jurisdictions cited by the City are so small and do not derive their employees from the same labor pool as does Buffalo that they cannot be reasonably considered comparable. Examples of such jurisdictions are East Aurora with a 14-person police force, Lancaster Village with a total of 15 in the police department, the City of Tonawanda with a total of 31 persons in the police department.

Considering the criteria of competitive labor market area, population of jurisdiction, size of police force, and other economic factors, an appropriate

grouping of jurisdiction for comparison with Buffalo would be larger jurisdictions within the Buffalo area and larger cities outside the Buffalo area; but also outside the Metropolitan New York City Area. That grouping would be the towns of Amherst, Cheektowaga and Tonawanda, as well as the cities of Syracuse and Rochester.

All the evidence affirms that salaries of Buffalo police officers lag behind those of comparable police forces. The City denies the assertion of the PBA, stating that, "the PBA's members have fared well in terms of wages and benefits. A comparison of these wages and benefits to those in Buffalo's market basket area reveals that Buffalo's officers lead the average salaries in every category" [City Post-Hearing Reply Brief, p. 1]. The City's conclusion rests on the use of a grouping which contains some inappropriate jurisdictions. Removing those inappropriate jurisdictions results in data which show that Buffalo police officers are in an inferior position relative to comparable jurisdictions.

The City asserts that even if a difference exists, the City's finances are such that it just cannot afford to increase salaries at this time.

The response of the PBA to the City's position is that the City has taken the same position "in every past interest arbitration proceeding since the present mayor has been mayor" [PBA Post-Hearing Reply Brief, p. 7]. When the City and PBA went through an interest arbitration with the Drotning panel, the City

claimed that it could not pay salary increases, yet the Drotning panel awarded 7.7% and 6.8% salary increases which the City absorbed without incurring budget deficits or incurring significant tax increases. Between 1977 and 1989, the City property tax levy increased only 11.3%. There were no real property tax increases in 1989 and 1990.

The City claimed inability to pay when its representatives testified before the Sands panel. For 1989-90, both police and fire were awarded twenty percent salary increases which the City not only paid but the City ended the fiscal year of 1989-90 with a $10.8 million surplus.

The City's witness, Thomas F. Keenan, City Budget Director, testified that the City was not "crying wolf" this time, that the fiscal problems it faces are real. "...a number of events that have occurred over the last several months make some of the doom and doom news....reality as opposed to conjecture...the Comptroller...reported a deficit for the City's general fund for the first time in over fourteen years...the state government has indeed cut the amount of general purpose revenue..." [Transcript, p. 357-58].

There is no doubt that the City of Buffalo is experiencing a difficult financial period. A combination of reduced revenues from the state, the current recession, and rising material, insurance and other costs have contributed to budget difficulties. These difficulties require a tempering of salary increases for police officers, but for competitive and other purposes, a salary increase is

appropriate. To deny a salary increase for police officers would be inequitable because City firefighters recently received salary increases, as well as police officers in other jurisdictions. Were this panel to award no salary increase, police officers in the City would be seriously underpaid compared to other units, creating not only a decrease in morale and possibly productivity, but the City could lose a substantial number of highly effective police officers who would seek employment elsewhere. In addition, recruiting would be more difficult, creating still greater personnel problems.

It is the opinion of the Public Arbitration Panel that the salary Award herein is a fair and equitable salary increase.

Based upon the evidence and arguments presented by the respective parties, the Public Arbitration Panel **AWARDS** salary increases as follows:

Effective July 1, 1990, salary shall be increased by four (4%) percent.
Effective January 1, 1991, salary shall be increased by four (4%) percent.
Effective July 1, 1991, salary shall be increased by four (4%) percent.

EDUCATION INCENTIVE

The Association proposes an education incentive for police officers. Its specific proposal is:

> All bargaining unit members shall receive, as additional compensation, an education incentive based on the following percentages of the members top base salary
>
> | DEGREE/CREDIT HOURS | (IN PERCENT) |
> |---|---|
> | Associate's Degree (AAS) | 2.0 |
> | Bachelor's Degree (BA or BS) | 4.0 |
> | Bachelor's Degree - Relevant Field | 6.0 |
> | Master's or Professional Degree (MA, MS, JD) | 8.0 |

Position of the Police Benevolent Association

The Association argues that a highly educated police officer is essential in today's society. The responsibilities of a police officer are so varied that education is a must. The PBA asserts that if a police officer has a college education (s)he will develop an ability to rely on his or her own judgment, use discretion properly, and apply policing to a variety of crisis situations. College educated police will being new ideas, an environment for change, and a more sensitive approach to their duties. An education incentive has the added value of attracting more qualified personnel to police work.

Many cities, towns and villages have realized the advantage of education and have enacted education incentives. Some of those jurisdictions are the City of Rochester, the City of North Tonawanda, the City of Lockport, the Village of East Aurora, the Town of Amherst, and the Town of Cheektowaga.

Finally, the PBA argues that the Salary Review Commission sponsored by the City of Buffalo Common Council recommended a salary education incentive in 1988, as well the International Chiefs of Police Report commissioned by the City of Buffalo in 1990.

Position of the City of Buffalo

The City states that, "while the desire of a police officer to improve himself is commendable, the City is regrettably not in the position to pay a stipend for such" [City Post-Hearing Reply Brief, p. 23]. The City believes that the PBA proposal is excessive relative to other units. The Common Council's Report provided for a maximum stipend of $300.00 for an Associate's Degree, and $600.00 for a Bachelor's Degree. The City's resources simply do not permit such a drastic increase sought by the PBA.

Discussion on Educational Incentive

The arguments presented by the Association are well thought through and valid. This Public Arbitration Panel embraces the concept of an education incentive. However, the City is currently experiencing financial difficulties, and adding the percentage increases to salary proposed by the PBA for education incentive, in addition to the salary awarded above would place too great a burden on the City at the present time. We recommend that the City and the PBA negotiate an education incentive with a modest stipend initially. This

would accomplish the goal of alerting police officers to the City's acknowledgement of the value of education for police officers, and at the same time fit within the financial constraints experienced by the City.

The Public Arbitration Panel, while embracing the concept of an education incentive, and recommending that the two parties negotiate such a clause, makes no **AWARD** on this issue.

HEALTH INSURANCE

The PBA had proposed, and the City had tentatively agreed, that for health care coverage, Rider 14 of the Blue Cross and Blue Shield program, be replaced with Rider 21. Although City representatives tentatively agreed to the proposal, the Public Arbitration Panel, in its deliberations on the issue, concluded that Rider 14, while less expensive to the City than Rider 21, actually provided greater coverage for the expressed needs of the PBA. Therefore, we make the following **AWARD:**

> The current Rider 14 is to remain as part of the health insurance coverage, and Rider 21 is rescinded.

DIVISION OF LABOR RELATIONS
Room 225 City Hall
Buffalo, New York 14202
(716) 851-5904

Department of Administration
and Finance
Richard Planavsky
Commissioner

Michael McKeating
Acting Director

December 29, 1993

Robert P. Meegan, President
Police Benevolent Association
74 Franklin Street
Buffalo, New York 14202

RE: Perfect Attendance Incentive

Dear Lt. Meegan:

As you know, the Collective Bargaining Agreement for the period 1992-95 provides for a perfect attendance incentive, but does not specify when it shall be paid.

Per our previous discussion, this is to confirm that we have agreed that it shall be paid on the second payday of July each year, and will reflect the incentive due for the previous July 1- June 30 period.

Very truly yours,

MICHAEL P. McKEATING
Acting Director of Labor Relations

lmk

18) ARTICLE 8 (LEAVE OF ABSENCE WITHOUT PAY)

Change title of Section 8.3 to read "Maternity/Paternity Leave." (This leave shall also include adoption of a child under 2 years of age.)

19) SENIORITY

By side letter exempting a Captain in Administration and Communications from the application of the seniority provisions.

20) SETTLEMENT OF DISPUTES

Incorporate current Memorandum of Agreement reached by the parties on February 27, 1992 into the contract.

21) PBA RELEASE TIME

Incorporate PBA Release Time Agreement dated December 31, 1991 into the contract.

22) DENTAL

The City shall provide the GHI Spectrum Plus Dental Program to unit members. The City reserves the right to change carriers or to self insure at anytime, with the PBA's consent, so long as the benefits by the new carrier or by self insurance are overall, equal to or better than those provided by the existing carrier. Reasonable advance notice shall be provided to the PBA President in advance of any such change. The PBA shall not unreasonably withhold its consent to such proposed change.

In the event any dispute arise between the parties concerning the above, either party may submit the dispute to expedited arbitration.

23) FLEXIBLE SPENDING ACCOUNT

The City and the PBA may negotiate the terms of a flexible spending account plan. The purpose of the plan shall be to provide unit members which more benefit selections and pre-tax dollar opportunities while at the same time helping the City to contain its benefit costs. Administrative fees associated with the plan shall be paid by the City. Monies may be used, on a pre-tax basis, for health benefits, dental benefits, life insurance and dependent care expenses to the extent allowed by law.

24) ONE/TWO OFFICER PATROLS

By side letter re-state the parties' Agreement to comply with the Prosper Interest Arbitration Award concerning one/two officer patrols with the following provision:

Each party to this Agreement pledges its best effort towards moving to a one/two officer patrol system.

25) EVALUATION OF UNIT MEMBERS

The parties shall negotiate terms and conditions associated with the evaluation of PBA unit members. Either party may submit unresolved issues to interest arbitration not earlier than 3 months following ratification of the 1992-95 Agreement.

26) CIVILIANIZATION

The PBA agrees that the Department may civilianize (partially or completely), at the City's option, the following areas:

1) Desk duties in the Precincts or Districts.
2) Cell Block attendants
3) Dispatching (by attrition).

No unit employee shall be laid off as a result of the City's civilianization efforts noted above.

27) DRUG AND ALCOHOL TESTING

The parties agree to enter into negotiations for a drug and alcohol testing program as soon as possible after the signing of this Agreement. This clause shall not be interpreted as a waiver of whatever legal rights the parties may possess in this area.

28) EDUCATION STIPEND # see next few pages

Add the following: 1993 MOA RPM

(A) Effective July 1, ~~1992~~, eligible employees shall receive the following stipend:

1) Employees possessing an associate's degree or 60 college credits shall receive $350.00 in addition to regular salary and longevity amounts.

2) Employees possessing a bachelor of arts or a bachelor of science degree or 120 college credits shall receive a $700.00 stipend in addition to regular salary and longevity amounts.

3) Employees possessing a master of arts or a master of science degree or a higher degree shall receive a $900.00 stipend in addition to regular salary and longevity amounts.

MEMORANDUM

TO: Richard C. Pawarski, City Auditor
Division of Audit

FROM: Daniel J. Farberman, Director DJF
Division of Labor Relations

DATE: August 9, 1994

SUBJ: Educational Stipend

In response to your request for a clarification of issues pertaining to the PBA and Local 282 Educational Stipend, please be advised of the following:

-If a new hire is on the active payroll, receiving paid compensation, for more than fifteen (15) calendar days in the month, the employee is eligible to receive credit for that month.

-If an employee is payless, AWOL, suspended or on a leave of absence during any month, the employee is eligible to receive credit for that month provided the employee is on the active payroll, receiving paid compensation, for more than fifteen (15) calendar days in that month.

-In order to be eligible for this stipend, an employee must submit an official transcript, with a raised seal, from a college accredited by the New York State Department of Education. Student copies of transcripts should not be accepted. Copies of diplomas should not be accepted as an alternative to an official transcript. In the next few weeks, the Police and Fire Departments will be advised to request official transcripts from those employees who have previously submitted a copy of their diploma, rather than an official transcript, as proof of education.

-An employee possessing a degree does not need to meet the criteria concerning passing a course with a grade of C or better.

If you have any questions concerning this matter, please contact me.

cc: Mark Bidell, Sr. Auditor
Robert Meegan, President, PBA
David Donnelly, President, Local 282

CITY OF BUFFALO

DEPARTMENT OF
AUDIT AND CONTROL
DIVISION OF AUDIT

ANTHONY R. NANULA
COMPTROLLER

FRANK BELLIOTTI
CITY AUDITOR

May 17, 2001

George Loncar
Deputy Police Commissioner
Police Department
74 Franklin Street
Buffalo, NY 14202

Re: PBA, Education Stipends

Dear Deputy Commissioner:

In order to process payments to the PBA members entitled to the Educational Stipend (payable July 1, 2001), please provide our office with the following information and documentation:

- New Hires (fiscal year 2000-01) - hire date, back up documentation including certified copies of college transcripts, copies of diplomas, type and amount (prorated) should be forwarded first to Labor Relations for approval.
- Education stipends that were prorated for fiscal year 2000-01 should be reviewed and recalculated if necessary.
- Stipends should be prorated for Leave of Absences, suspensions, AWOL, or payless time exceeding 15 calendar days in any month.
- Retirees prior to 7/1/01 are not entitled to the Education Stipend.

Attached is a listing of Education Stipend payments to PBA members for 7/1/00. Thank you in advance for your cooperation in this matter.

Sincerely,

Frank A Belliotti

FRANK A. BELLIOTTI
CITY AUDITOR

FAB:AJ:jm
Attachment
cc: Rocco Diina, Police Commissioner

(B) General rules pertaining to degree or stipend payment:

1) All credits and degrees must have been obtained and earned at a college accredited by the New York State Department of Education.

2) For employees seeking the foregoing stipend as a result of credits earned, courses must have been passed with a grade of "C" or better, or, for pass/fail courses, a passing grade.

3) Employees requesting the foregoing stipend must present the Commissioner or his designee with an official transcript, together with a completed form as agreed upon by the City and PBA.

4) Employees shall only be eligible for one payment in any category described above. Furthermore, payments pursuant to these categories shall not be cumulative. Thus, an employee having two bachelor's degrees and an associate's degree shall be eligible for only one stipend of $700.00.

(C) **Payment:** Eligible about July 1 MPM RPM employees shall receive a lump sum payment on or ~~before June 30th~~ of each year in a full or pro rata amount, whichever is applicable, provided they are on the payroll on this payment date.

(D) In the event an associate degree is required for entry level employment (for future recruits), said recruits shall not be eligible for associate degree stipend.

29) **DETAILING**

(A) The parties agree that the Department shall have the right to detail officers of any rank on the basis of seniority. Detailing may be used by the Department to cover for short term absences such as personal leave, vacation time, sickness, blood days, etc. It shall be the intent of the Department to detail on a shift by shift basis and within the officer's division.

(B) Based on the aforegoing, the PBA withdraws all detailing grievances together with any related demand(s) for arbitration.

30) **HEALTH/HOSPITALIZATION**

See Attached

DIVISION OF LABOR RELATIONS
Room 225 City Hall
Buffalo, New York 14202
(716) 851-5904

Department of Administration
and Finance
Richard Planavsky
Commissioner

Michael McKeating
Acting Director

July 1, 1993

Robert P. Meegan, President
Police Benevolent Association
74 Franklin Street
Buffalo, New York 14202

Dear Bob:

This is to confirm our conversations today regarding drug card coverage for Police Officers with the various HMO's. It was agreed that the drug card co-pay for officers with HMO coverage should be as close a possible to that agreed to in the contract for officers with the core Blue Cross coverage. Thus, it was agreed that PBA members with Community Blue and Independent Heath should have a $7 co-pay drug card with oral contraceptives, and those with Health Care Plan should have a $5 co-pay drug card with oral contraceptives. This is the highest co-pay available from these respective HMO's. I have notified the HMO's that this chage will take effect 8/1/93.

Very truly yours,

Michael P. McKeating

MICHAEL P. McKEATING
Director of Labor Relations

DIVISION OF LABOR RELATIONS
Room 225 City Hall
Buffalo, New York 14202
(716) 851-5904

Department of Administration
and Finance
Richard Planavsky
Commissioner

Michael McKeating
Acting Director

July 1, 1993

Jill Syracuse
Independent Health
511 Fraber Lake Drive
Williamsville, New York 14221

Re: PBA Group 30056

Dear Jill:

The City of Buffalo and the Police Benevolent Association (PBA) have agreed that we wish to change the prescription card coverage for Group 30056, from $3 co-pay without oral cobtraceptives to $7 co-pay with oral contraceptives, effective 8/1/93.

Please proceed with this change and send out new drug cards. If we need to sign anything, let me know.

Very truly yours,

MICHAEL P. McKEATING
Director of Labor Relations

cc: Robert Meegan,
PBA President

DIVISION OF LABOR RELATIONS
Room 225 City Hall
Buffalo, New York 14202
(716) 851-5904

Department of Administration
and Finance
Richard Planavsky
Commissioner

Michael McKeating
Acting Director

July 1, 1993

Joanne Koprevich
Community Blue
1901 Main Street
Buffalo, New York 14240-0159

Re: PBA Group 12180001

Dear Joanne:

The City of Buffalo and the Police Benevolent Association (PBA) have agreed that we wish to change the prescription card coverage for Group 12180001, PBA active employees, from $3 co-pay without oral contraceptives to $7 co-pay with oral contraceptives, effective 8/1/93.

Please process this change and send out the new drug cards. If we need to sign anything, let me know.

Very truly yours,

MICHAEL P. McKEATING
Director of Labor Relations

cc: Robert Meegan,
PBA President

ARTICLE 21

HEALTH AND DENTAL CARE COVERAGE

21.1 Health Insurance

The City shall provide, at its expense, health and medical coverage for all employees under the Blue Cross Hospital, Medical/Surgical Traditional 90-91 Plan with the following riders:

(A) Unlimited Major Medical Expense Rider (BCMM-7), without prescription drug benefit, with a $100/$200 deductible. The City may self-fund above the $100/$200 to a $500/$1,000 deductible using a third party administrator.

(B) Rider 8 (Dependents to Age 23)

(C) Rider 4 (Emergency Outpatient EKG)

(D) Rider 14 (Psychiatric Rider)

(E) Increase the current prescription drug rider to a $5.00 (generic)/$10.00 (brand name) co-pay.[1]

In the event the City elects to self fund as described above, it shall provide reasonable advance notice to the PBA President in advance of such change. The PBA shall not unreasonably withhold consent to such proposed change. In the event any dispute arise between the parties concerning such self funding, either party may submit the dispute to expedited arbitration.

In the event the City self funds above the $100/$200 level then no participant's expenses shall exceed the $100/$200 level.

21.2 Medical Insurance Upon Retirement

Employees who retire during the life of this Agreement or until a successor Agreement is executed by the Mayor or imposed by interest arbitration with 20 or more years of service with the Buffalo Police Department, or who take a disability retirement resulting from an injury sustained in the line of duty shall be entitled to receive paid health/hospitalization (less major medical coverage) with a $5.00 (generic)/$10.00 (brand name) drug rider. This shall be a lifetime benefit for those retirees who retire during the term of this Agreement.

21.3 Dental Insurance

See Paragraph 22 to main packet captioned "Dental".

21.4 Notification of Status

Current (1986-88) contract language.

---

[1] Whenever a $5.00/$10.00 co-pay is listed in this Article, the City may, at its option, substitute a $9.00 drug co-pay pending approval of Blue Cross's application for a $5.00/$10.00 co-pay provision said $9.00 co-pay shall include contraceptives.

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21.5 Ban on Duplicate Enrollment

(A) Ban for Active Employees

(1) No employee shall be entitled to health or dental insurance coverage at City expense if the employee is eligible for coverage under another comparable health insurance or dental plan. This ban on duplicate health or dental coverage also applies where both spouses and/or family members are employees of the City.

(2) Employees subject to the no duplication ban noted in (A) above shall be entitled to the following waiver in lieu of coverage:

(a) $1,000 for waiver of the health insurance plan (family coverage) (or $500 for waiver of single coverage) following a full year of waived health insurance. Pro rata amounts shall be paid for each full month of health insurance waived.

(b) An employee who is entitled to dental coverage may elect to waive such coverage. All employees waiving coverage will receive the sum of $12.50 per month (up to $150.00 per year).

(c) The City will not provide dental coverage for any employee whose spouse has comparable or superior coverage as the result of employment in City service. Said employee shall receive the sum of $10.00 per month (up to $120.00 per year).

(B) Ban on Duplicate Enrollment - Retirees: The City shall not be obligated to provide any medical or hospital insurance coverage, regardless of the type of plan, for any retiree who is eligible for coverage under another comparable health insurance plan. Retirees hereunder shall be entitled to an annual waiver fee of $720.00 or a pro rata sum of 1/12th for each full month waived. Payment shall be made on or before June 30 of each year.

(C) Full Year Defined: For purposes of this Article, a full year shall be defined as July 1 of one year to June 30 of the next.

(D) Payments: Payments for waived insurance under this Article shall be made on or before June 30 of each year.

(E) Re-entry Into the City's Plan: Should the employee's or retiree's alternate health or dental coverage be terminated for any reason, such employee will be entitled to coverage under the City's health and/or dental plan herein, provided the employee notifies the City, in writing, immediately following the loss of alternate coverage, and provides proof thereof. Coverage shall be reinstated as soon as possible, but in no event later than the first day of the month following the City's receipt of the above notification.

21.6 Alternate Health Insurance Coverage

Current (1986-88) contract language.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2nd IN WITNESS WHEREOF, the parties have set their hands this day of April, 1993.

FOR THE BUFFALO PBA

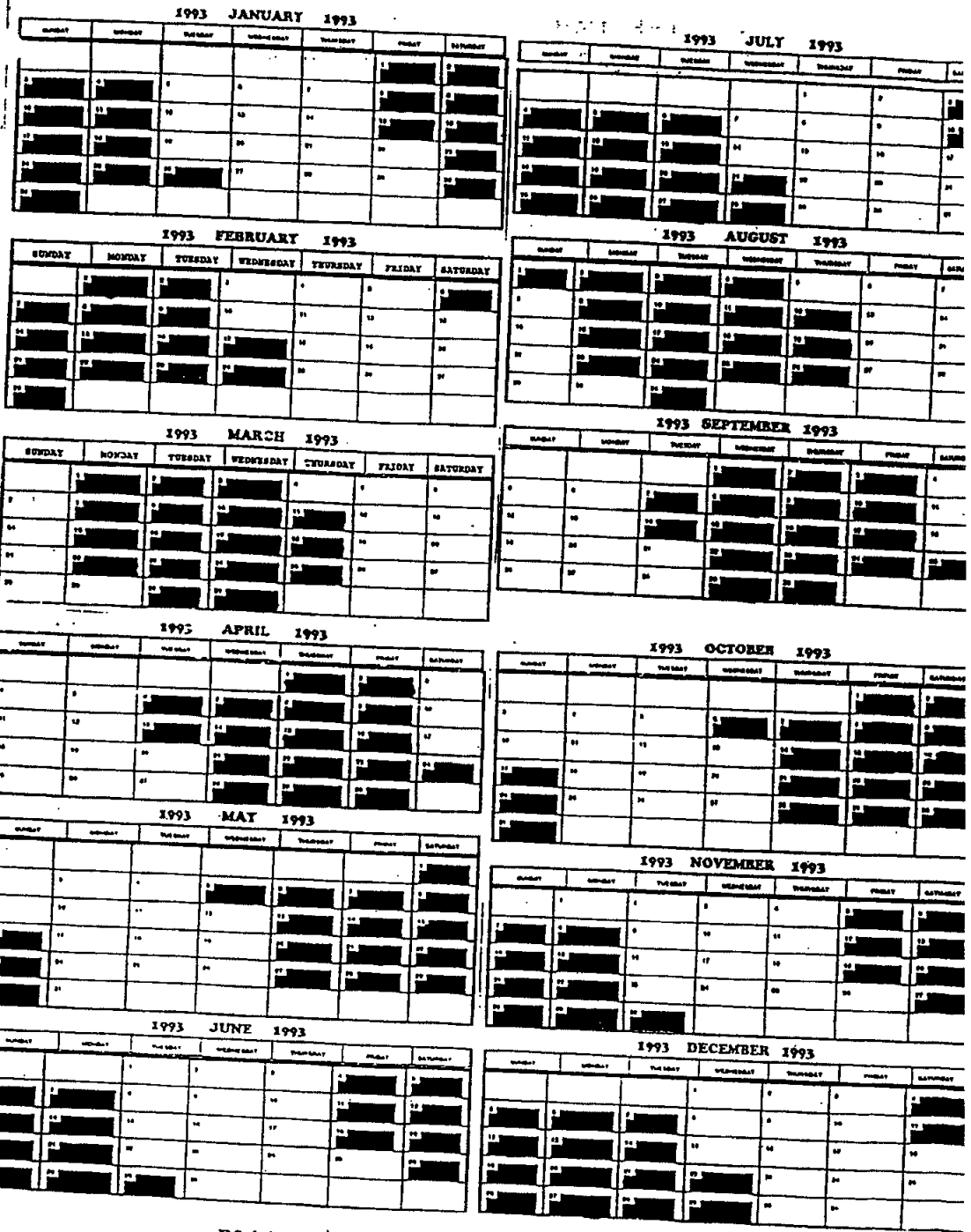
Robert Meegan, President

FOR THE CITY OF BUFFALO

Michael McKeating, Director of Labor Relations 4/22/93

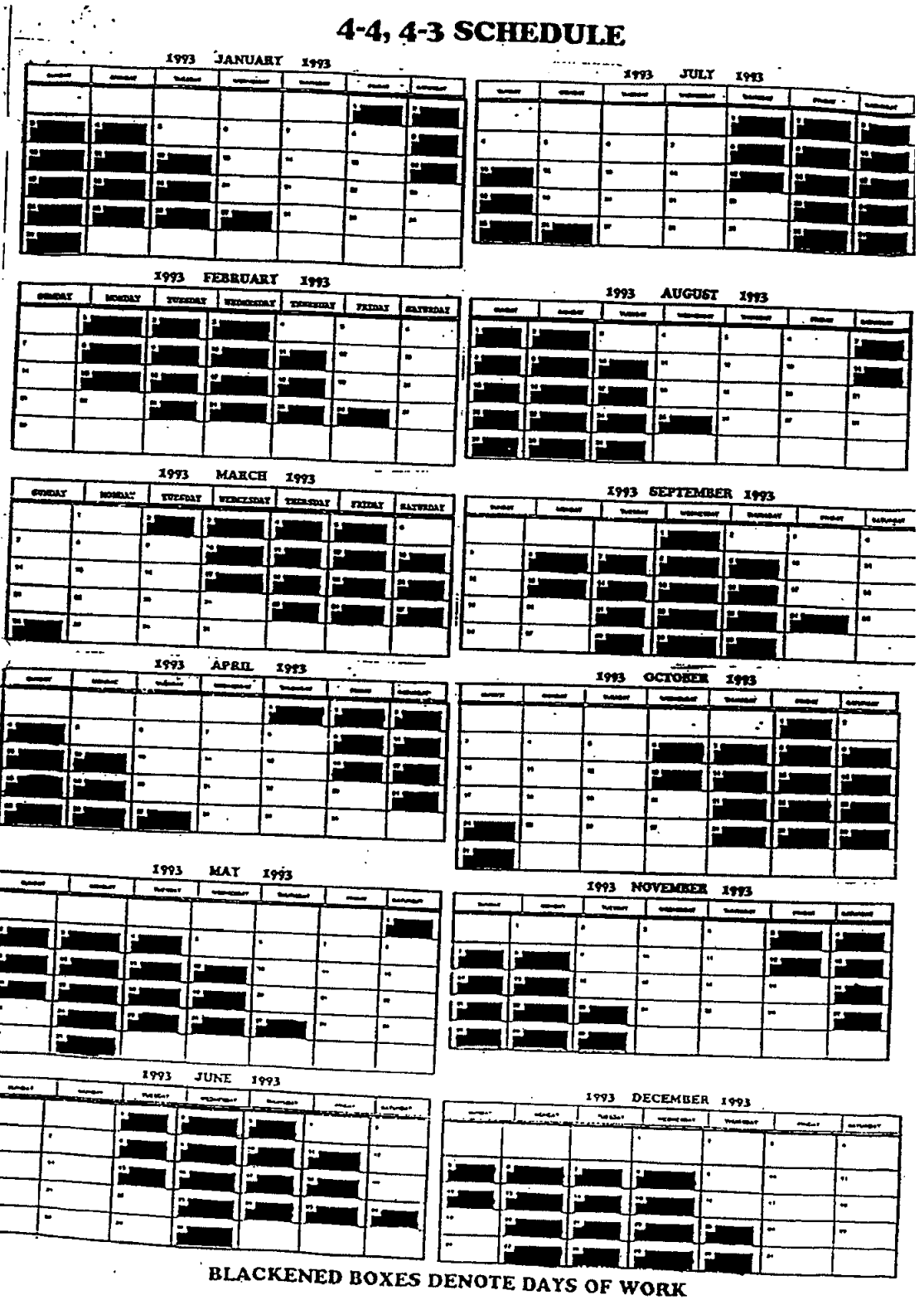
4/22/93

4-3, 4-3, 4-4 SCHEDULE



BLACKENED BOXES DENOTE DAYS OF WORK

4-4, 4-3 SCHEDULE



BLACKENED BOXES DENOTE DAYS OF WORK

JANUARY 1993

GHI PARTICIPATING DENTISTS — REFERRAL LIST GHI

ERIE COUNTY

Arrowhead Dental Care, 1025 French Rd., Cheektowaga 14227 656-9432
Barzman, Stuart, DDS, 3800 Sheridan Dr., Amherst 14226 832-6122
Barzman, Stuart, DDS, 523 Delaware, Buffalo 14202 886-4430
Bergler, Roland M., DDS, Mez. Lvl. Statler Towers, Buffalo 14202 854-5543
Bergler, Roland M., DDS, 1328 E. Delavan Ave., Buffalo 14215 894-2840
Biondo, Thomas, DDS, Mez. Lvl. Statler Towers, Buffalo 14202 854-5543
Biondo, Thomas, DDS, 34 Lake Ave., Blasdell 14219 822-6319
Bonfante, David, DDS PC, 2559 Main St., Buffalo 14214 832-6332
Braunstein, Steven, DDS, 233 West Ferry St., Buffalo 14213 885-1905
Braunstein, Steven, DDS, Mez. Lvl. Statler Towers, Buffalo 14202 854-5543
Brown, Michael J., DDS, 8460 Main St., Williamsville 14221 632-8641
Casey, Thomas A., DDS, 2123 Bailey Ave., Buffalo 14211 892-2318
Cavaretta, Peter, DMD, 4044 Clinton St., West Seneca 14224 675-5500
Chmiel, Robert, A., DDS, 777 Maple Rd., Williamsville 14221 633-5800
Delavan Dental Center, 1517 Delavan Ave., Buffalo 14215 892-2333
Denture Center of Buffo , 189 N F Blvd , Amherst 14226 834-1133
Dickman, David, DDS, 1025 French Rd., Cheektowaga 14227 656-9432
Dommer, Robert DDS, 2768 Harlem Rd., Cheektowaga 14225 893-2211
Downtown Dental Associates, 530 Liberty Bldg., Buffalo 14202 852-0766
East Side Health Center 1500 Broadway, Buffalo 14212 891-7711
Faricellie, William III, DDS 3292 Bailey Ave , Buffalo 14215 832-2665
Feuerstein, Marvin DDS 189 N F Blvd , Amherst 14223 834-1133
Feuerstein, Michael DDS 189 N F Blvd , Amherst 14223 834-1133
Feuerstein, Michael DDS 439 Richmond Ave , Buffalo 14222 886-7992
Fink, John, DDS, 3800 Sheridan Dr , Amherst 14226 832-6122
Fink, John, DDS, 523 Delaware Ave , Buffalo 14202 886-4430
Fintescu, T.S , DDS 3800 Sheridan Dr , Amherst 14226 832-6122
Fintescu, T.S , DDS 523 Delaware Ave Buffalo 14202 886-4430
Gamat Dental Center 2777 Sheridan Dr Tn Tonawanda 14150 881-9922
(Taglienti Orlando DDS)
Gianadda, Robert DDS 233 West Ferry St Buffalo 14213 885-1905
Gianadda, Robert DDS Mez Lv Statler Towers Buffalo 14202 854-5543
Goldstein, David M DDS 1430 Main St Buffalo 14209 883-1400
Holland, Walter Jr DDS 360 William St Buffalo 14204 854-1038
Jesse Nash Dental Health Center 608 William St Buffalo 14206 858-6191
Jevtic, Ljubica DDS 3686 Seneca St West Seneca 14224 675-4884
Kasimov, Jerald DDS 523 Delaware Ave Buffalo 14202 886-4430
Kasimov, Jerald DDS 3800 Sheridan Dr Amherst 14226 832-6122
Klipfel, Dale O DDS 4754 Main St Snyder 14226 839-2515
Kubick, Joseph A DDS 1517 E Delavan Ave Buffalo 14215 892-2333
Kuna Timothy DDS 3800 Sheridan Dr Amherst 14226 832-6122
Kuna Timothy DDS 523 Delaware Ave , Buffalo 14202 886-4430
Kuna, Timothy DDS 2121 Main St Seton Bldg Buffalo 14214 832-3107
Lackawanna Health Center 33 Wilkes Barre Ave , Lackwna 14218 823-0131
LaPetina DDS 379 Potters Rd Buffalo 14220 822-4403
Lynch Richard DDS 233 West Ferry St Buffalo 14213 885-1905
Lynch Richard DDS 34 Lake Ave Blasdell 14219 822-6319
McClure Guilford C DDS 775 Main St Buffalo 14203 852-6542
Mewar Manesh DDS 3720 South Park Ave , Blasdell 14219 822-1118
Michaels Bernard DDS 3800 Sheridan Dr , Amherst 14226 832-6122
Michaels Bernard DDS 523 Delaware Ave Buffalo 14202 886-4430
Mraz, Paul J DDS 860 Union Rd West Seneca 14224 674-9696
Novak, Kenneth DDS 3993 Harlem Rd Snyder 14226 839-4164
Oyler Mary DDS 777 Maple Rd Amherst 14221 633-5800
Pema Samuel F DDS 39 Delaware Rd Kenmore 14217 874-9981
Peschio, Philip A DDS 3800 Union Rd Cheektowaga 14225 681-0064
Peschio Philip A DDS 6836 Lakeshore Rd Derby 14047 681-0064
Piesur, S S DDS 6760 Main St Williamsville 14221 632-7224
Roberto Clemente Center 104 Maryland St Buffalo 14201 858-8813
Rao, Ramesh K DDS 2095 Kensington Ave , Snyder 14226 839-2170
Sadler, Ronald DDS 3800 Sheridan Dr , Amherst 14226 832-6122
Sadler, Ronald DDS 523 Delaware Ave , Buffalo 14202 886-4430
Saydak, Irene J DDS 315 Alberta Dr Amherst 14226 835-3252
Schifley, C.E., DDS, 269 Abbott Rd., Buffalo 14220 822-6992
Schwartz, Michael, DDS, 1670 Hertel Ave., Buffalo 14216 835-2630
Schwartz, Michael, DDS, 1152 Main St., Buffalo 14209 886-1000
Sidford, George, DDS, 260 Lake St., Hamburg 14075 649-6864
Starkey, Peter J., DDS, 1328 E. Delavan Ave., Buffalo 14215 894-2840
Starkey, Peter J., DDS, 34 Lake Ave., Blasdell 14219 822-6319
Sturniole, Anthony, DDS, 530 Liberty Bldg., Buffalo 14202 852-0766
Taglienti, Orlando, DDS, 2777 Sheridan Dr., Tn. Tonawanda 14150 881-9922
Thomas, Edmund, DDS, 2866 Bailey Ave., Buffalo 14215 838-6633
Union Dental Clinic, 2501 Union Rd., Cheektowaga 14227 668-1201
Vieth, David, DDS, 523 Delaware Ave., Buffalo 14202 886-4430
Vieth, David, DDS, 3800 Sheridan Dr., Amherst 14226 832-6122
Vyas, Prakash, 1707 Abbott Rd., Lackawanna 14218 821-9370
Zarzour, Alfred, DDS, 2501 Union Rd., Cheektowaga 14227 683-6078

GROUPS — DENTAL

Barzman, Kasimov & Vieth, DDS PC
3800 Sheridan Dr., Amherst 14226 832-6122
523 Delaware, Buffalo 14202 886-4430
Bergler, Gianadda, Braunstein & Biondo, DDS PC
Mez. Lvl. Statler Towers, Buffalo 14202 854-5543
233 West Ferry St., Buffalo 14213 885-1905
34 Lake Ave., Blasdell 14219 822-6319
1328 E. Delavan Ave., Buffalo 14215 894-2840

ORAL SURGERY

Bryan, Amy, DDS, 117 Linwood Ave., Buffalo 14209 882-6333
Bryan, Amy, DDS, 901 Amherst Manor Rd., Williamsville 14221 633-8710
Chmiel, Ronald, Jr., DDS, 777 Maple Rd., Williamsville 14221 633-8400
Schulenberg, Gilbert, DDS, 117 Linwood Ave., Buffalo 14209 882-6333
Schulenberg, Gilbert, DDS, 901 Amherst Manor Rd., Wms. 633-8710

ORTHODONTIST

DeLuke, Anthony, DDS, 2047 Baseline Rd., Grand Island 14072 773-0976
Mewar, Suren, DDS, 3720 South Park Ave., Blasdell 14219 822-1118
Mewar, Suren, DDS, 8650 Sheridan Dr., Clarence 14221 631-9924
Rowland, Jay C., DDS, 3993 Harlem Rd., Snyder 14226 839-2831
Rowland, Jay C., DDS, 2180 Niagara Falls Blvd. 14150 692-8600
Spiller, Henry, DDS, 1275 Delaware Ave., Buffalo 14209 883-1617
Stern, Milton, DDS, 867 Hopkins Rd., Wms. 14221 688-5065
Stern, Milton, DDS, 3178 Delaware, Kenmore 14217 877-5933
Stern, Milton, DDS, 260 Lake St., Hamburg 14075 649-5254
Suburban Orthodontics, 3178 Delaware Ave., Kenmore 14217 877-5933
Suburban Orthodontics, 260 Lake St., Hamburg 14075 649-5254
Wright, Laurence, DDS, 3985 Main St., Amherst 14226 832-1550
Wright Laurence, DDS, 1879 Whitehaven Rd., G.I. 14072 773-3082

PEDODONTICS (Practice limited to children only)

Bernat Joseph, DDS 219 Bryant St., Buffalo 14222 878-7145
Creighton Paul R , DDS, 219 Bryant St., Buffalo 14222 878-7145
Houghtaling, John L , DDS, 1115 Delaware Ave., Buffalo 14209 885-0510
Houghtaling, John L , DDS, 901 Amherst Manor, Wms. 14221 634-8690
Levin Joel M , DDS, 3800 Sheridan Dr., Amherst 14226 832-6122
Levin Joel M , DDS, 523 Delaware Ave., Buffalo 14202. 886-4430
Levin, Joel M , DDS, 1115 Delaware Ave., Buffalo 14209 885-0510
Levin, Joel M , DDS, 901 Amherst Manor, Wmsville 14221 634-8690
University Pediatric Dentist, 219 Bryant St., Buffalo 14222 878-7145

PROSTHODONTICS

Balcerak, Robert D., DDS, 2319 Kensington, Snyder 14226 839-5043

This list is subject to change without notice.
Please contact the GHI office for updates—852-7711.

LIEUTENANT'S SCHEDULE

4-3, 4-3, 4-4 * 10 HOUR DAYS																						
22 DAY CYCLE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	X	X	X	X				X	X	X	X				X	X	X	X				
2					X	X	X	X				X	X	X	X				X	X	X	X

4-3, 4-4 * 10 HOUR DAYS															
15 DAY CYCLE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	X	X	X	X				X	X	X	X				
2					X	X	X	X				X	X	X	X

MONETARY CALCULATIONS:

1) Hourly Rate - Divide the annual salary by the number of regular hours in the work year e.g. $38,957.34 (Step 5 Police Officer effective 07/01/93) by 1992 hours = $19.56 hourly rate. E.g. no later than 01/01/95 (Step 5 Police Officer) $41,723.31 divided by 1948 hours = $21.42 hourly rate.

OK 9AM 4-22-93
RPM 4/22/93

	BASE SALARY 06/30/92	2% 07/01/93	10.5% 07/01/93	PRO-DUCTIVITY STIPEND	07/01/93 1992 HOURLY RATE	2% 06/30/94	5% 07/01/94	1992 HOURLY RATE	1948 HOURLY RATE
Police Officer Step 1	25,565.06	26,076.36	28,814.38	576.29	14.47	29,390.67	30,860.20	15.49	15.84
Police Officer Step 2	27,811.80	28,360.04	31,337.84	626.76	15.73	31,964.60	33,562.83	16.85	17.23
Police Officer Step 3	30,062.61	30,663.86	33,883.57	677.67	17.01	34,561.24	36,289.30	18.22	18.63
Police Officer Step 4	32,310.72	32,956.93	36,417.41	728.35	18.28	37,145.76	39,003.05	19.58	20.02
Police Officer Step 5	34,564.23	35,255.51	38,957.34	779.15	19.56	39,736.49	41,723.31	20.95	21.42
Detective	35,827.62	36,544.17	40,381.31	807.63	20.27	41,188.94	43,248.39	21.71	22.20
Assist. Radio Dispatcher, Police Photographer	37,057.18	37,798.32	41,767.14	835.34	20.97	42,602.48	44,732.60	22.46	22.96
Detective Sergeant	37,472.43	38,221.88	42,235.18	844.70	21.20	43,079.88	45,233.87	22.71	23.22
Police Lieutenant, Polygraph Examiner	40,020.82	40,821.24	45,107.47	902.15	22.64	46,009.62	48,310.10	24.25	24.80
Assist. Chief of Detectives, Chief of Administrative Serv., Police Instructor	42,845.16	43,702.66	48,290.78	965.82	24.24	49,256.60	51,719.43	25.96	26.55
Chief of Homicide, Police Captain	45,852.09	46,769.13	51,679.89	1,033.60	25.94	52,713.49	55,349.16	27.79	28.41
Chief of Detectives, Police Inspectors	50,455.16	51,464.26	56,868.01	1,137.36	28.55	58,005.37	60,905.64	30.58	31.27

RPM 4/22/93
OK mom 4-22-93

SICK LEAVE (CONFINEMENT)

The City proposes a confinement policy. Presently, no confinement policy exists. The City's proposed clause is as follows:

> (a) Unless otherwise authorized by the Commissioner, or his designated representative, a member of the Department on sick leave will not leave his residence or place of confinement except for:
>
> (1) obtaining professional medical treatment;
>
> (2) performing exercise prescribed in writing by his physician which is part of his recovery treatment, a copy of which must be submitted to his Commanding Officer prior to commencing such exercise.
>
> (b) Permission to leave the residence for reasons other than cited above must be documented, in writing, by the employee's commanding officer.

Position of the City of Buffalo

The City argues that there has been an increase in the use of both sick leave and IOD (Injured on duty) time since 1982. The confinement policy would not harm anyone. Those officers who are truly sick would normally be at home during their shift at any rate. Individuals who are injured and who are able to get out and about can seek permission to do so. The policy would permit the Department to monitor sick leave usage with periodic phone calls or visits.

Other departments in the area have a confinement policy, notably Amherst, the Town of Lancaster, the City of North Tonawanda, and the Town of Tonawanda.

Position of the Police Benevolent Association

The Association objects to the City's inclusion of IOD time for confinement, stating that the City's proposal submitted for interest arbitration excluded IOD time. The PBA argues that officers who report off sick not only see the Department surgeon weekly, but I.A.D. weekly. Those officers are subject to periodic phone calls or visits. If an officer abuses his sick leave privileges, he is subject to formal disciplinary charges. There has not been a single established case of abuse; therefore, there is no reason to disturb the established practice.

Discussion on Confinement Policy

Although this Public Arbitration Panel does not believe that excessive sick leave abuse occurs among officers of the Department, a confinement policy limited to an individual's tour of duty will discourage any person from an attempt in the future to abuse it. The confinement policy does not affect those officers who do not take sick leave, nor does it affect those officers who are ill and confined to their homes or hospitals. A person with the flu or other illness would not feel like going out of his home. The person whom the policy would effect is an individual who has an arm or a leg in a cast, or have some other off-duty injury or illness which prevents him or her from performing his or her duties as a police officer, but who has some ambulatory capacity. But, the City

argues that a person in that situation could get permission to leave his or her home.

This Public Arbitration Panel believes that the City's proposal does no harm to police officers who are ill, and may discourage potential sick leave abuse. This Public Arbitration Panel agrees with the PBA that the issue presented before it excluded IOD (injured on duty) personnel, and the City's proposal presented above reflects that. Therefore we make the following **AWARD:**

> A new clause shall be added to the Agreement which specifies a confinement policy as stated above as the City's proposal.

DISCIPLINE AND DISCHARGE

Article XII of the Agreement contains definitions and procedures concerning disciplinary action. Section 12.2 (D) currently is the following:

> The impartial hearing officer so selected and so designated shall be vested with all the powers of the Commissioner of Police and shall make a record of such conference. His findings and recommendations shall then be referred to the Commissioner of Police for review and decision.

The PBA proposes deleting the last sentence of that paragraph and substituting it with the following sentence:

> The hearing officer, mutually selected by the parties, shall have authority to render final and binding determination.

Position of the Police Benevolent Association

The Association states that under the present Agreement, the hearing officer may only make findings and recommendations which are referred to the Commissioner of Police for review and decision. It states: "While the mutually appointed hearing officer is empowered to determine whether the City has met its burden of proof, the Commissioner of Police, who initially authorizes the service of charges, is the ultimate determinator" [PBA Post-Hearing Brief, p. 57]. The PBA further states: "As is evident from Joint Exhibit No. 2, the Commissioner frequently does not follow the recommended penalty" [PBA Post-Hearing Brief, p. 57]. The PBA charges that the Commissioner has found guilt even after the hearing officer recommended dismissal of charges. Of twenty disciplinary cases, the Commissioner followed the hearing officer's recommendation less than fifty-percent of the time. The PBA further asserts that there are a number of instances in which an officer has plead guilty and sustained a pre-stated lesser penalty because he or she felt that there would not be a fair review following a formal hearing.

The PBA states: "The substitution of a neutral arbitrator empowered to render final and binding determination for a hearing officer will better protect each officer's due process rights" [PBA Post-Hearing Brief, p. 58].

Position of the City of Buffalo

The City opposes the Association's proposal. It asks the Public Arbitration Panel to take judicial note that due process requires only that an individual be apprised of the charges and be given an opportunity to respond. The current section of the Agreement far exceeds those minimal rights.

Discussion on Discipline and Discharge

When a person is charged with actions that will result in discipline or discharge, that individual must have the right of due process, that is (s)he must be apprised of the charges, and must receive a full and fair hearing. If found guilty, the severity of the penalty must be consonant with the infraction.

At some point in the past, the City and the PBA negotiated the present discipline and discharge section of the Agreement. It is noted that similar language is included in the Agreements of other bargaining units within the City. None of the eight bargaining units in the City have Agreements which contain a binding arbitration clause.

Although the City is consistent in its discipline and discharge clause among the various bargaining units, the high incidence of changes in the hearing officers' recommended penalty is cause for concern. Also cause for concern to the extent that it occurs, is the fact that individuals plead guilty to charges of which they are innocent out of fear of more substantial penalty.

The Public Arbitration Panel does not wish to decrease the role of the Commissioner of Police in this process, nor does it wish to completely alter the general thrust of Article 12.2. The Award below, while adding one layer to the process, thus making it somewhat cumbersome, is intended to permit the process to continue as before, while at the same time provide an avenue of appeal for any police officer who believes that an increase in penalty recommended by the hearing officer is unjustified.

The Public Arbitration Panel makes the following **AWARD**

Add the following to Section 12.2 (D):

> If the Union disagrees with the decision of the Commissioner of Police to change the decision recommended by the Hearing Officer, it may seek review of such change in decision by an arbitrator mutually selected by the parties through the American Arbitration Association within seven (7) calendar days after service of the Commissioner's decision. It is understood that such arbitrator shall not be authorized to conduct a rehearing of the matter, but only to review the record of the proceeding to determine whether the change in decision by the Commissioner was supported by substantial evidence in the record. If the arbitrator so determines, he shall have the authority to award an appropriate remedy which shall be final and binding upon the parties and the police officer involved. It is further understood that the cost of such arbitration shall be shared equally between the parties.

MAINTENANCE OF BENEFITS

The current Agreement contains the following maintenance of benefits clause:

> All conditions or provisions beneficial to employees now in effect which are not specifically provided for in this Agreement or which have not been replaced by provisions of this Agreement shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the City and the Union.

The City seeks to remove this clause from the Agreement.

Position of the City of Buffalo

The City states that, "[G]iven the current fiscal plight the City now faces, it cannot afford to play games with a catch-all clause such as that above. The City must know what its potential liability is under this clause." The City is willing to incorporate specific conditions or practices relating to terms and conditions of employment into the contract, but those conditions must be clearly identified by the PBA.

Position of the Police Benevolent Association

The Association argues that the City has presented no facts to support its proposal. Although the City pleads ignorance as to the meaning of the

Article, the meaning is well understood because it has been in a series of Agreements between the City and the PBA.

Discussion on Maintenance of Benefits Clause

If this Public Arbitration Panel were to award the City's proposal, it would in fact potentially eliminate some terms and conditions of employment enjoyed by the bargaining unit that are established practices which are have not been reduced to writing in the Agreement. It may be argued that all recognized terms and conditions of employment should be identified and placed in an agreement, that was not the charge placed before this Public Arbitration Panel. Therefore, we decline to award the City's proposal.

SHIFTS

Section 2.2 of the Agreement provides for three shifts of fixed time:

7:30 a.m to 3:30 p.m.

3:30 p.m. to 11:30 p.m.

11:30 p.m. to 7:30 a.m.

The current policy is for a 5-2 "double back" shift. Under this arrangement, there is a 42-day cycle, within which police officers work 26 days.

The City seeks to alter the shift system to provide for a straight 5-2, eight-hour shift schedule, with a fourth "power shift."

Position of the City of Buffalo

The City seeks the shift change because it has a lower "relief factor," and is more efficient because it permits 71.4% of the manpower to be scheduled at any one time, compared with the present 66.7%.

Buffalo is the only Department within the comparables that has a double-back shift.

With the double-back shift, one-third of available manpower is scheduled off each weekend, and 68.7 officers report off on average each day. Given this, approximately 249 officers are off each day of every weekend, leaving too few officers available to respond to calls.

Officers work both second and third shift on a rotational basis on the double-back shift. This is harmful to both officers and citizens because the schedule is inflexible. Staffing is distributed fairly evenly by time of day and day of week. The most obvious discrepancy, according to the City, is on the second and third shifts on Saturdays, and the third shift on Sundays. More officers are needed on those shifts than the present system provides.

In addition, with the rotational shifts, the constant change in work hours is destructive to sleep patterns.

Position of the Police Benevolent Association

The Association states that the City does not propose a particular schedule whether it be a 5-2, 4-4, 4-3, 4-2, or other possible schedule. Nor does the City propose any definitive set or set starting and quitting times. The City's proposal does propose an increase in work hours since employees now work eight hours inclusive of lunch, whereas under the City's proposal they would work an eight-hour day exclusive of lunch.

The PBA argues that other than the assertion that a straight 5-2 schedule would result in better deployment, the City has presented no evidence justifying a change in the schedule. "Given the absence of specifics as to what is encompassed within the City's proposal as well as failure to present compelling data supporting the straight 5-2 schedule....there is insufficient evidence in the record to change the existing provisions" [PBA Post-Hearing Brief, pp. 62-63].

Discussion on Shifts

The report, *Policing Buffalo in the Nineties,* submitted by the International Association of Police Chiefs [City Exhibit No. 12], recommends that the present double-back shift scheduling be eliminated in order to increase the efficiency of operations, provide greater service to the residents of Buffalo, and increase productivity in general.

This Public Arbitration Panel believes that a change in shift schedule will provide for greater flexibility and efficiency of operations, and it endorses a movement away from the 5-2 double back shift system with rotating shifts. However, the Panel is not convinced that the straight 5-2 is the best alternative. At the same time it is not convinced that the straight 5-2 shift system is not the most efficient pattern. The Public Arbitration Panel has not been provided with sufficient information to make that judgment, although with the limited information it has, it appears that the straight 5-2 shift system would be appropriate for this City of Buffalo Police Department.

Because of the relative inefficiency of the modified 5-2 shift system (the double back system), this Public Arbitration Panel makes the following **AWARD:**

> The parties are directed to negotiate a change from the modified 5-2 double back shift to either a straight 5-2-8 hour shift or some other more efficient pattern mutually acceptable to the parties. If negotiations do not result in agreement after a period of six months after issuance of this Award, the unresolved issues may be submitted to arbitration by either party using the procedures of the American Arbitration Association.

ONE MAN PATROLS

The City of Buffalo uses two-man vehicles for police patrol service. The City seeks to establish a combination of one/two person vehicles, and makes the following proposal:

(A) A committee of equal City/PBA membership be formed to study and discuss such matters as:

(i) safety
(ii) bargaining unit impact
(iii) recommended implementation of the combined one/two man patrol

(B) The Committee makes effective recommendations to the Commissioner of Police.

(C) The Commissioner will give the PBA and the Committee at least six (6) months notice prior to his intent to implement the one man/two man vehicle system.

(D) Unresolved matters involving safety and/or bargaining unit impact, as they affect terms and conditions of employment as defined by the Taylor Law, may be submitted to interest arbitration by either the City or the PBA prior to the Commissioner's implementation.

Position of the City of Buffalo

Buffalo remains one of a group of major cities that maintains almost exclusive reliance on two-man cars. This system has led to "stacking" of calls wherein dispatchers give several calls to one unit. Officers may not be able to respond to all the calls because of the lack of time.

The fiscal state of the City of Buffalo demands a more efficient use of services, and a well-planned use of one/two man vehicles will "enhance the efficient and effective use of police services" [City Post-Hearing Brief, p. 28].

Position of the Police Benevolent Association

The PBA avers that the City's proposal is unclear. It states that it is clear that the City wishes to ultimately establish a combination of one/two man vehicles, "...it is unclear whether...the City is asking that this panel approve a concept, a procedure, or an implementation" [PBA Post-Hearing Brief, p. 70]. The PBA believes that the issue should be deferred to the next round of negotiations.

Discussion on One Man Patrols

The report submitted by the International Association of Chiefs of Police recommends one/two person patrols. The arguments by the City regarding the efficiency, flexibility, and cost-saving aspects of a change to a combination of one-person/two-person patrol vehicles is impressive. This Public Arbitration Panel heartily endorses the concept of one/two person patrol vehicles so long as officer safety concerns are met. However, it cannot award the City's proposal as it is written because of the immense problems of implementation. The City's proposal would permit the implementation of the system within six

months, and any and all problems flowing from that implementation be resolved as they arise.

As tempting and reasonably rational as that proposal sounds, it carries with it severe limitations. For example, the City, in arguing for the proposal states: "Operating a one-man/two-man patrol system will require the Department to have a superior dispatch discipline, unfailing back-up procedures, stronger field supervision, better equipment, and officers better trained in police field procedures. Properly done, a complete move to a one-person/two-person patrol system could take three (3) to five (5) years to accomplish" [City Post-Hearing Brief, p. 29].

The Association informs the Panel that Jerome Needle's letter of July 22, 1991, cautioned that the one-man/two-man patrol system "must be done with total regard for officer safety...Conversion must be part of a package of changes, all put in place prior to actual implementation" [PBA Post-Hearing Brief, p. 70]. The report then goes on to state that the new CAD system is critical, dispatchers must be trained, better vehicles must be purchased, body armor, batons, support training, and other items must be provided.

It is clear that the implementation of one-person patrols must be preceded by careful planning, the acquisition of certain types of equipment, and proper training of particular personnel. The actual implementation will have some substantial impact on terms and conditions of employment, and such impact should be anticipated as thoroughly as possible.

The issues and problems in implementing the plan are so complex that the concept of a committee suggested by the City is an excellent suggestion. But, because those issues and problems are so complex, it is not possible for this Public Arbitration Panel to endorse the City's proposal to provide the Commissioner with the ability to implement the procedure at his will.

The Public Arbitration Panel endorses the concept of one-person/two-person patrol vehicles, and makes the following **AWARD:**

> A Committee of equal City of Buffalo/Police Benevolent Association membership is to be formed to study and discuss such matters as safety, bargaining unit impact, and other items regarding a shift to one-person/two-person patrol vehicles. The total number of members is to be mutually determined by the City and the PBA.
>
> The Committee shall make effective recommendations to the Commissioner of Police.
>
> The City and the PBA shall negotiate a timetable for the implementation of one-person/two-person patrols.

OTHER ISSUES

The City of Buffalo withdrew its proposal regarding Union Release Time. Other issues presented to the Public Arbitration Panel which were examined, evaluated and rejected are the following: Reporting Time (PBA); Vacations (PBA); Sick Leave Incentive (PBA); Uniform Allowance (PBA); Dental Coverage (PBA); Longevity (PBA); Sick Leave Abuse (City); Overtime (City); Seniority (City); Reporting Time (City); Health Insurance (City). All other provisions and

language contained in the Agreement are hereby continued, except as specifically modified in this Award.

Respectfully submitted,

Date: June 29, 1992

Peter A. Prosper
Public Panel Member and Chairman

I (concur) (do not concur) with the Above Award

Date:

Joseph L. Randazzo, Esq..
Employer Panel Member

R.P.M. RPM.
I (concur) ~~(do not concur)~~ with the Above Award

Date: June 25, 1992

Robert P. Meegan, Jr.
Employee Organization Panel Member

STATE OF NEW YORK)
COUNTY OF) SS:

On this day of , 1992, before me personally came and appeared JOSEPH L. RANDAZZO, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

STATE OF NEW YORK)
COUNTY OF Erie) SS:

On this 25th day of June , 1992, before me personally came and appeared ROBERT P. MEEGAN, JR., to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

[illegible], State of New York
[illegible] in Erie County
My Commission Expires Nov. 21, 19[illegible]92

STATE OF NEW YORK)
COUNTY OF Schenectady) SS:

On this 29th day of June , 1992, before me personally came and appeared PETER A. PROSPER, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Com. expires June 30, 1994

RITA M. MICHALEC
Notary Public, State of New York
Saratoga County
Commission Expires March 30, 19[illegible]94
June

Contract Settlement

(dated April 22, 1993)

July 1, 1992

through

June 30, 1995

CONTRACT SETTLEMENT BETWEEN BUFFALO POLICE BENEVOLENT ASSOCIATION, INC. AND THE CITY OF BUFFALO

1) **AGREEMENT DATES:** July 1, 1992 thru June 30, 1995

2) **WAGES:**

07/01/93 - 2% across-the-board increase rolled into the base.

- 10.5% reporting time based on annual salary effective 06/30/92 rolled in the base.

- 2% one time productivity stipend paid based on base pay as of July 1, 1993.

06/30/94 - 2% across-the-board increase rolled into the base.

07/01/94 - 5% across-the-board increase rolled into the base.

3) **MONETARY CALCULATIONS:**

1) Hourly Rate - Divide the annual salary by the number of regular hours in the work year. Calculation of hourly rates consistant with hours worked per year and the FLSA.

- Hourly rate will be used for calculation of all payments, except overtime, such as Court Time.

2) Overtime Rate - Hourly rate plus add-ons such as shift differential times 1 1/2.

3) Twenty-six (26) equal paychecks.

4) HOURS OF WORK:

1) The regular hours of daily work shall be consecutive except for interruptions for lunch.

2) Unit members shall be assigned to the following schedules:

(a) Unit Members Working in Precincts and Consolidated Divisions:

4 (on), 3 (off) followed by 4 (on), 3 (off), followed by 4 (on), 4 (off) -- ten (10) hour schedule. [4-3, 4-3, 4-4, (10)].

(b) Other Units: All other unit titles not addressed above, including but not limited to Special Frauds, Correspondence, and Extradition, Internal Affairs, Administration and the Detective Bureau (detectives not working in Precincts or consolidated divisions) shall work a 5-2, 5-2, 5-2, 5-2, 4-3, 8 hour schedule.

changed by Feb. 2nd 1997 agreement

Implementation: Implementation of the 4-3, 4-3, 4-4, ten (10) hour schedule, and the (5-2)^4, 4-3, eight (8) hour schedule shall occur not later than three (3) months following ratification. (see below)

(c) Schedule as of 01/01/95

1) Consolidated Divisions (and left over Precincts): 4-3, 4-4, 10 hour schedule. The City may "consolidate," at its discretion, any remaining Precincts as of 01/01/95. implementation was moved to 9/11/94 by agreement not 1/1/95.

changed by Feb. 2nd 1997 agreement

2) Other Units: (5-2)^4, (4-3)^2, 8 hour schedule.)

(d) In consideration of the aforegoing schedules, the PBA shall cooperate with the City in its consolidation efforts. Accordingly, the PBA president (or his designee) shall have a standing invitation to all committee meetings where consolidation is planned, discussed or implemented. The Department agrees to send the PBA president notice of any such meetings in advance of their occurrence.

* see attachment on H.Q. personnel.

RPM

5) **SHIFT TIMES:**

6:45 am to 4:45 pm	0645 - 1645
4:00 pm to 2:00 am	1600 - 0200
9:00 pm to 7:00 am	2100 - 0700

The Commissioner shall have flexibility in scheduling 8 hour shift personnel assigned to headquarters by scheduling first shift employees to begin no earlier than 0600 hours or later than 1000 hours consistent with current practice.

6) **SHIFT BIDDING:**

Unit members within each Precinct, Department, Unit, Division, Bureau, or Section shall bid on an available shift. In determining the placement of unit members regarding shift preference, seniority will be determining factor.

(1) The Commissioner of Police, or his designee, may set and adjust manpower levels annually on all shifts and within all departmental units. Notwithstanding the aforegoing, manpower levels may be adjusted more frequently due to exigent circumstances.

(2) The current agreement between the City and the PBA regarding the assignment of Probationary Officers shall continue.

7) **DELETE 2.4 (REPORTING TIME)** and replace with the following:

The value of the reporting time paid for the 1992-93 contract year (07/01/92 - 06/30/93) shall be rolled into the schedule effective 07/01/93 at a value of ten and one-half (10 1/2) percent.

8) **BRIEFING PERIOD:**

The first 15 minutes of each shift time noted in (5) above shall be designated as briefing times. Employees must be present daily for briefing time unless otherwise excused by their commanding officer.

9) **OVERTIME COMPENSATION:**

Whenever any employee represented by the Union is required to remain on duty or report for duty in excess of a regular work shift, such employees shall be compensated at the rate of time and one-half (1 1/2) for the time worked in excess of the regular work shift.

Overtime shall consist of all work performed in excess of eight (8) hours in any eight (8) hour tour of duty or in excess of ten (10) hours in any ten (10) hour tour of duty or in excess of forty (40) hours per week. Overtime shall be earned in multiples of fifteen (15) minute periods.

10) **OVERTIME PROCEDURE:**

1) Article II, Section 2.6 shall be amended to reflect consolidated divisions.

2) Unit members who utilize sick and/or IOD time shall not be eligible to work overtime (except when all other overtime procedures have been exhausted) for a fourteen (14) day period from their return from such leave. The 14 day period noted above is a "rolling period" which is calculated upon return following use of sick and/or IOD time.

11) **COURT TIME:**

1) Court Time shall not be paid to any officer subpoenaed by the Union in a proceeding for the Union's interest.

2) Employees must appear in full uniform or with a sport coat, dress slacks or suit and tie (or the equivalent for female Police Officers) for any appearance in court.

12) **NIGHT SHIFT DIFFERENTIAL:**

1) Revise Article II, Section 2.11 to reflect change in shift times.

13) **VACATIONS:**

1) Employees hired by the City before July 1, 1984, and who have been an employee of the City for at least one year shall be granted vacation in each calendar year corresponding to his/her years of service pursuant to Schedule A below.

Completed Years of Service	8 Hour Schedule Weeks	Days	Tours	Hours	10 Hour Schedule Tours	Hours
1-4	2	0	10	80	8.0	80
5	3	0	15	120	12.0	120
6	3	1	16	128	13.0	130
7	3	2	17	136	13.5	135
8	3	3	18	144	14.5	145
9	3	4	19	152	15.0	150
10	4	0	20	160	16.0	160
11	4	1	21	168	17.0	170
12	4	2	22	176	17.5	175
13	4	3	23	184	18.5	185
14	4	4	24	192	19.0	190
15 and over	5	0	25	200	20.0	200

2) In those situations where an employee is entitled to less than a full tour in accordance with the above schedule such employee shall be entitled to take the said hours as vacation time in half units.

3) Employees hired by the City on or after July 1, 1984, shall be granted vacation entitlements pursuant to the following Schedule B:

Completed Years of Service	8 Hour Schedule Weeks	Tours	Hours	10 Hour Schedule Tours	Hou
1- 2	1	5	40	4	4
3- 6	2	10	80	8	8
7- 9	3	15	120	12	12
10-15	4	20	160	16	16
16 and over	5	25	200	20	20

4) Revise Section 4.3 (Prorated)

Should an employee not complete a full twelve (12) month year, the employee shall be entitled to a pro rata share of his/her vacation entitlement pursuant to Schedule A or B above, computed by taking the total number of months worked over a twelve month period, dividing by twelve (12) and multiplying it times his/her vacation entitlement, as rounded to the nearest half.

5) Revise Section 4.4 (Carryovers)

The Commissioner shall allow vacation carryover in the specific instances which follow:

a) The Commissioner requesting or requiring an employee to forego scheduled vacation in order that said department may provide and maintain adequate service to the public.

b) An employee being injured in the discharge of his duties.

6) Revise Section 4.6 (Weekly - Vacation [WV]) Days

4.6 Use of Single Annual Vacation (A-V) Days Employees may use at his/her option up to ~~eight~~ (5) single A-V days for ten (10) hour employees [ten (10) single A-V days for eight (8) hour employees], one at a time, during the months of June, July and August. These ~~eight~~ (5) [or ten (10)] individual days may be taken in addition to any other scheduled summer vacation, provided they are not taken in consecutive units. The current procedure as applied to the application and granting of such single A-V days shall continue.

7) Revise the vacation entitlement chart to correspond with a ten (10) hour work schedule.

14) **SICK AND INJURY**

1) Delete the following provisions from the expired contract:

(H) 1) In instances of disability due to illness which lasts three (3) shifts or less, an employee may return to duty without the written certification of a physician, provided notification is given by the employee to his Captain.

2) In instances of disability due to illness which lasts more than three (3) shifts, an employee must obtain the written certification of a physician and/or the Department surgeon before that employee may return to duty.

3) In instances of disability due to an off-duty injury or accident, the employee must obtain written certification of a physician and/or the Department surgeon before that employee may return to duty. This requirement may be waived by the Commissioner of Police of his designee.

(I) It shall be the responsibility of the employee to maintain and monitor an accurate account of his current sick leave entitlements. Employees who request and receive sick leave in excess of their entitlements shall have an equal number of hours deducted in a subsequent pay period.

(J) All absences due to illness are to be reported to the Commissioner of Police or his designee on or before the first day of such absence, and the Commissioner may require reasonable proofs of illness. In the event of a failure to comply with the notice requirements in this Article, the employee's absence may be considered as unauthorized leave. Abuse of sick leave privileges may be cause for disciplinary action.

2) Replace the above deleted provision with the following provisions:

Employees will be eligible for sick leave only when suffering from an illness or off-duty injury that would prevent the performance of their duties. Employees who misuse or abuse sick leave privileges may be subject to disciplinary action.

All absences due to illness or injury are to be reported to the Commissioner or his designee on or before the first day of such absence, and the Commissioner may require reasonable proofs of illness (or injury). In the event of a failure to comply with the notice requirements in this Article, the employee's absence may be considered as unauthorized leave. Abuse of sick leave privileges may be cause for disciplinary action.

3) Obligation of Employee on Sick or IOD Leave to Remain at Home or in Place of Confinement - Shift Only

(A) Unless authorized by the Commissioner or his designated representative, a member of the Department on sick or IOD leave will not leave his residence or place of confinement except for:

(1) obtaining professional medical treatment;

(2) performing exercise prescribed in writing by his physician which is part of his recovery treatment, a copy of which must be submitted to the Commissioner or his designee, prior to commencing such exercise.

(B) Permission to leave the residence for reasons other than cited above must be documented by the Commanding Officer, Duty Officer, or IAD.

(C) For employees on an unchallenged IOD leave, the Commissioner may grant a waiver of confinement for all or part of such leave. The Commissioner's determination shall be made on a case-by-case basis.

15) NOTICE

Employees who anticipate being absent from work due to injury or illness must make every reasonable effort to give notice to their commanding officer as far in advance as possible prior to the start of their shift time.

16) COURT TIME WHILE ON SICK LEAVE OR IOD

Officers who, while on sick or IOD leave status, are required by the City, the District Attorney's Office, any court or administrative agency to appear for any reason which relates to an incident, action or event involving the officer acting within the performance of his duties as a Buffalo Police Officer (not while employed by another employer), must appear (if medically able). Such officer shall be considered as working on such day(s), entitling the officer to court time. If the officer is medically unable to appear, reasonable advance notice of such fact must be given to the authority requiring his/her presence.

17) PERFECT ATTENDANCE INCENTIVE

*See next page

Officers who have had perfect attendance for each two (2) month period (beginning with July 1 of each contract year) (i.e., have not taken any sick or IOD time) shall receive, on or before June 30 of each fiscal year, eight (8) hours credit for each such two (2) month period. The officer may either take the credits in cash, or, at his/her option, may bank the entire credit amount. Officers who elect cash shall be paid at the then contractual straight-time rate. Officers who elect to have such credits banked may cash them in at the time of retirement, resignation or death at the then straight-time rate.

Cugalj Award

(dated April 25, 1996)

July 1, 1995

through

June 30, 1996

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
CASE: IA 95-020; M95-165

* * * *

In The Matter of Interest Arbitration

- between -

CITY OF BUFFALO

- and -

BUFFALO POLICE BENEVOLENT ASSOCIATION

*

AWARD

OF

ARBITRATION

AND

OPINION

* * * *

APPEARANCES

For the PBA

W. James Schwan, Esq., Spokesman
Joseph J. Madison, Economic Consultant, Witness
Edward Fennell, Government Finance Consultant, Witness
John Juszkiewicz, PBA 1st Vice President, Witness
James F.Cudney, PBA Recording Secretary, Witness

For the City

Peter J. Hurtgen, Esq., Spokesman
James N. Schmit, Esq. Spokesman
Honorable Anthony Masiello, Mayor, Witness
Barbara Slominski, Ass't Director of Labor Relations, Witness
James B. Milroy, Director of Budget, Witness
Joseph J. Tanzella, Commissioner of Assessment (retired), Witness

For the Panel

Samuel Cugalj, Chairman and Public Panel Member
Norman J. Stocker, Public Employer Panel Member
Robert P. Meegan, Jr., Employee Organization Panel Member

PBA which the latter rejected as being untimely. No negotiation sessions were held. On March 7, 1995, the PBA filed a Declaration of Impasse with the New York State Public Employment Relations Board (PERB). The parties, thereafter, agreed to submit the above referenced class action grievance to expedited arbitration before Arbitrator Eischen. On June 30, 1995, this Arbitrator ruled:

> "1. The City of Buffalo did violate the 1992-95 Collective Bargaining Agreement when it ailed to submit its proposals to modify that contract by February 17, 1995.
>
> 2. As a consequence of the City's failure to submit its proposals in a timely manner, it may not compel negotiations on its February 27, 1995 proposals for modifying the 1992-95 agreement.
>
> 3. Negotiations for changes, if any, in the provisions of the 1992-95 Agreement shall commence forthwith on the basis of the proposals submitted by the PBA under date of January 16, 1995."
>
> [Referenced Joint Exhibit 1,2]

The Eischen Award was confirmed in State Supreme Court on August 28, 1995. On July 27 and 31, 1995 the PBA again requested mediation services from PERB, and mediation sessions were held with a State Mediator on August 23 and September 6. No progress was reported. The PBA filed a Petition for Interest Arbitration on September 11, 1995, and on October 12 PERB designated this three (3) member Public Arbitration Panel to resolve their impasse. Hearings were held in Buffalo, New York on December 27 and 28, 1995 and on January 23, 1996. A stenographic record of the proceedings was made available to Panel members. The Panel met in Executive Session on November 28 and prior to the Hearing on December 27 to discuss the impact of the Eischen Arbitration Award and the Taylor Law's procedural requirements. The Panel determined the CITY was

precluded from presenting its proposals for "at least" the first year because of (a) the Eischen Award, which the Panel had no jurisdiction to alter, and (b) the CITY did not submit its proposals to PERB in its 9/26/95 response to the Interest Arbitration Petition as required under Section 205.5 (b) of the Taylor Law. The CITY disagreed with the Panel's determination. The Panel also directed the parties to brief the issue of a one (1) or two (2) year award herein.

At the Hearings, the Panel received extensive material including Hearing Briefs, seven (7) Joint Exhibits, five (5) CITY and ten (10) PBA Exhibits. The parties were given full opportunity to present argument in support of their positions on the open items, introduce evidence and witnesses, and to engage in their examination and cross-examination. They were given the opportunity to file Post Hearing Briefs and both were postmarked by the agreed upon date of March 5.

Panel members independently reviewed the Exhibits and Hearing transcripts extensively, then met in Executive Sessions on March 4, 19, 21, 25 and 28. The Panel fully discussed the merits of their arguments, the evidence submitted, and structured this AWARD in view of satisfying Section 209.4 (iii through vi) of the Taylor Law as follows:

> "(v) the public arbitration panel shall make a just and reasonable determination the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:
>
> a. comparison of the wages, hours and conditions of the employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

b. the interest and welfare of the public and the financial ability of the public employer to pay;

c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training skills.

d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions of salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off, and job security.

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority."

A W A R D

ISSUE - ARTICLE XXVI (Term of Contract)

The term of this Agreement shall be from 7/1/95 through 6/30/96.

ISSUE 1 - ARTICLE II, SECTION 2.1, (Salary)

a) Effective 7/1/95, the 1994-95 wage schedule shall be increased by two (2%) percent.

Effective 1/1/96, the wage schedule in effect on this date shall be increased by one (1%) percent.

ISSUE 3 - ARTICLE II, SECTION 2.11, (Night Shift Differential)

DEMAND DENIED.

ISSUE 5 - ARTICLE XI, SECTION 11.1 (b) (Settlement of Disputes)

DEMAND DENIED.

ISSUE 6 - ARTICLE XX, (Group Life Insurance)

A) A $25,000 payment upon the death of the insured;

B) An additional $25,000 payment if the cause of death is accidental;

C) A maximum payment of $10,000 for limb dismemberment according to a schedule of payments in the current policy providing this coverage.

D) A $5,000 payment upon the death of the current spouse;

E) A $2,500 payment upon the death of each dependent child from age fourteen (14) days to age nineteen (19) years, or to age twenty-three (23) for a full time student.

F) A waiver of premium and conversion privilege.

These changes are to be effective May 1, 1996 if this insurance coverage is not put out for competitive bid, or June 1, 1996 if coverage is put out for bid.

ISSUE 7 - ARTICLE XXI, SECTION 21.7, (Health and Dental Coverage)

DEMAND DENIED.

ISSUE 8 - ARTICLE XXIII, (Longevity)

Amend Paragraph (A) as follows:

(A) Effective July 1, 1995, each permanent employee who has completed one (1) year of service shall receive annually, in addition to their salary, seventy-five ($75) longevity payment for each completed year of service, to a maximum of twenty-five (25) years.

(Note - There is no change in sub-sections (B), (C) and (D).

ISSUE 10 - Education Incentive - (New)

DEMAND DENIED.

ISSUE 11 - ARTICLE XIX, (Uniforms and Equipment)

DEMAND DENIED.

ISSUE 13 - ARTICLE III, SECTION 3.2 (Holiday Pay)

DEMAND DENIED.

INCLUDED AS PART OF THIS AWARD ARE "ADDENDUM A", SUBMITTED BY THE EMPLOYEE ORGANIZATION REPRESENTATIVE, AND A DISSENTING OPINION FILED BY THE EMPLOYER REPRESENTATIVE.

ALL OTHER ISSUES AND DEMANDS BROUGHT UP AS PART OF THESE NEGOTIATIONS ARE HEREBY CONSIDERED NULL AND VOID FOR THE TERM OF THIS AGREEMENT.

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 25th day of April 1996, before me personally came and appeared Samuel Cugalj, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Samuel Cugalj
SAMUEL CUGALJ
Public Panel Member and Chairman
Concurs

Karen R. Kovacevic

KAREN R. KOVACEVIC
NOTARY PUBLIC, State of New York
Qualified in Erie County
My Commission Expires 5/31/98

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this day of April 1996, before me personally came and appeared Norman J. Stocker, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Norman J. Stocker
NORMAN J. STOCKER
Employer Panel Member
Dissents

Carol J. Czyz, Notary

CAROL J. CZYZ
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 4/27/98

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 25th day of April 1996, before me personally came and appeared Robert P. Meegan, Jr., to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Robert P. Meegan Jr.
ROBERT P. MEEGAN, JR.
Employee Organization Panel Member
Concurs

Marietta Adymy

MARIETTA ADYMY
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 2-5-98

CHAIRMAN'S OPINION

In determining the preceding AWARD, the Panel did take into account its statutory responsibilities under Section 209.4 of the Taylor Law. For each issue, the discussion below summarizes the positions of the parties and the Panel's rationale.

ISSUE - ARTICLE XXVI, (Term of Contract)

The PBA sought a two (2) year agreement. They argued that since the inception of the Taylor Law, every negotiated or interest arbitration award involving this bargaining unit has been for at least two (2) years. The PBA's initial proposal to the CITY in these negotiations was a two (2) year proposal. Furthermore, the PBA believes the Eischen Award precluded the CITY from advancing its proposals for a two (2) year period.

The CITY's position is that a one (1) year AWARD is most appropriate. They argue that there is a need for the parties to return to the bargaining table as soon as possible, because there are critical issues the CITY needs to discuss with the PBA. A two (2) year award would put off these critical discussions for an additional year, placing additional and unnecessary strain on CITY finances and operations. They interpret the Eischen Award as

denying the CITY from compelling negotiations on their proposals for one (1) year.

A Panel's majority gave greater weight to the need to return to the bargaining table as soon as possible. This is more consistent with the intent of the Taylor Law emphasizing collective bargaining. It is also in the public interest to encourage collective bargaining, where possible, on mutual needs and problems. The CITY's oversight in its untimely response to the PBA's initial proposals should not result in a windfall for the PBA by denying the CITY's proposals for two (2) years. Buffalo, and other municipalities, are undergoing budgetary problems for a variety of reasons. These problems impacts their operations and bargaining units, and to deny the CITY access to collective bargaining for two (2) years is overly harsh. On the other hand, the CITY cannot realistically expect a windfall in terms of having no change in wages/benefits for the PBA. Effective police services are critical to the CITY's quality of life. The maintenance of quality police services stem from a motivated police force. A Panel majority believes it has struck a balance between the competing objectives of the parties.

ISSUE 1 - ARTICLE II, SECTION 2.1 (Salary)

The PBA sought wage increases equal to the cost of living index change plus two (2%), or a six (6%) wage schedule increase, whichever is higher, in each of two (2) years. Their comparable communities include the Towns of Amherst, Cheektowaga, Hamburg, Tonawanda and West Seneca, and the City of Rochester. They believe PBA wages are $2,200 to $4,400, on average, below these comparisons. Furthermore, it takes police offers 5 years to reach the maximum wage, while comparable communities take 3.3 years.

The PBA argues the CITY is not filling bargaining unit positions being vacated. The result is a decrease from one thousand forty-one (1,041) police officers in 1988 to current staffing of eight hundred ninety-five (895), directly impacting productivity of the bargaining unit. Meantime, they point out that civilians in the department increased from one hundred thirteen (113) to one hundred thirty-four (134).

The PBA counters the CITY's claim of an inability to pay. They believe Federal aid has increased annually since 1991, and between 1992-94, State aid increased from $57.1 million to $63.7 million. However, this is a reality the CITY shares with most communities in the state, including the comparison communities. The PBA believes the CITY's property tax base is not as depressed as alleged, by showing there has been a fifty (50%) increase in the CITY's total assessed valuation over the last ten

(10) year period. The PBA discounts the CITY's predictions of budgetary shortfalls by showing a pattern of similar claims by CITY officials in the past, only to be followed by a positive end-of-fiscal year fund balance.

The CITY offers no salary increase. They argue they are unable to pay such increases because of declining State aid, continuing budget deficits, and declining property tax base. Not only is the property base declining, but forty-five (45%) of CITY property is tax exempt. The CITY depends on property tax revenue to a greater extent than Rochester and Syracuse because the latter two share greater county sales tax revenue. While Buffalo is at 80.2% of its constitutional tax limit, Rochester at 68.3%, and Syracuse at 51.1% of its taxing limit. They argue Buffalo is forced to rely more on property taxes than Rochester and Syracuse because it receives less sales tax revenue. Median 1989 household income in the CITY is $18,482, Rochester reported $22,785 and Syracuse at $21,242.

The CITY's list of comparable communities includes the towns of Amherst, Cheektowaga, Tonawanda and the cities of Rochester, Syracuse, Niagara Falls, and the Erie County Sheriff's Department. The 1994-95 average base wage for PBA members is $42,979, and including other cash payments increases the average to $53,528. The CITY believes these averages compare favorably with their comparison group. The maximum base salary in Amherst is $39,679,

Cheektowaga $42,229, Tonawanda $38,625, Rochester $41,753, Syracuse $36,484. The CITY maintains PBA base salaries increased ninety-two and six-tenths (92.6%) from 1986-95, while the cumulative CPI increased thirty-seven and nine-tenths (37.9%).

As to the staffing argument of the PBA, the CITY argues they work within their budget, maintaining a ninety-eight (98%) vacancy control rate. From 1984-85, all other departments in the CITY experienced a decline of approximately twenty-four (24%) in the number of employees, while the PBA has experienced a decline of approximately five (5%). The increase in the numbers of civilians in the department is compensating for the reduction of PBA personnel as recommended in the report, *Policing Buffalo in the Nineties*, submitted by the International Association of Police Chiefs ("IAPC"). The CITY argues that their population has declined four and six-tenths (4.6%) since the 1990 census. They believe crime statistics have shown a more favorable, declining pattern.

The Panel recommends using the same wage comparison group recommended by the Prosper Interest Arbitration Panel in 1992, i.e., the cities of Rochester and Syracuse, and the Towns of Amherst, Cheektowaga and Tonawanda. That Panel's rationale is still meaningful and its use provides continuity. Excluding the Town of Tonawanda, which has not settled its 1995 police negotiations, a comparison of total annual pay (base, longevity,

shift differential, etc.) shows that at Step 5, Buffalo is $3,100 below Rochester, and $3,300 below the comparison group average. At Step 21, Buffalo is $4,104 below Rochester, and $4,185 below the group average. 1995 wage settlements for the comparison group averaged 3.67% (mean) and 4.08% (median). Justification for the wage improvement in this AWARD clearly exits, but is tempered by overall CITY finances.

The work load for police officers has not lightened. While the decrease in the number of police officers is less than the decrease of other CITY department personnel, fewer police officers and continuing high incidents of crime also provide meaningful justification for the changes awarded herein. Latest available crime statistics show a modest decrease in total crime incidents from 1992 to 1993, but the change is too modest to be meaningful. Crime remains high and exceeds Rochester and Syracuse levels. The public's identification of crime as one of its top concern is not surprising. This concern supports the CITY's need to maintain a police force which is highly motivated, trained and responsive to the needs of this community.

The CITY relied heavily on State Aid in the past, and there is little argument that recent trends are not encouraging for the CITY (and other communities). From 1991-95, State aid decreased 19.6%, and Federal aid increased 0.8%.

To its credit, the CITY has been persistent in continuing to encourage housing and retail development. Major new

home construction is advancing in many neighborhoods, and more than 1,000 new homes are planned (Prospectus). From fiscal year ending 6/30/94, taxable property increased $8.3 million (State Comptroller Report). Full valuation increased from a 1993-94 fiscal year reassessment of $6.8 billion to $7.8 billion for 1995-96 (Prospectus). While not reflecting dynamic growth, it does reflect modest growth in property values.

"In recent years, sales tax revenue in the Buffalo area has grown at a higher rate than the rest of the State due to the increase of Canadian trade and Western New York shopping" (Prospectus). Earlier this year, it was reported that the CITY's portion of 1995 County Sales Tax revenue was $50 million, an increase of approximately $800,000 over anticipated revenue. The City School District received $25 million, separate from the CITY's share.

The Panel took note of the CITY's showing that cumulative police wage increases have outpaced the cumulative CPI over a ten (10) year period. However, this data must be tempered by the starting point 10 years ago. More importantly, though, is how police wages compare presently.

Some budgetary data presented by parties represents a snapshot in time, as funds are routinely transferred to and from accounts in the normal course of business. With that in mind, it is noted that the CITY paid $2.3 million less for the PBA's 1995-96 pension

costs than were budgeted. Unreserved/undesignated funds in the budget were estimated between $1 million - $2.9 million. The current budget funded 919 officers, while staffing is at 898. No increase in staffing is planned for this budgetary year. Finally, the wherewithal for funding the AWARD can be realized by canceling other unnecessary expenditures that need not be made or by reallocation of budget lines and expenditures. It is acknowledged that some police budget accounts exceed funded amounts, but these are subject to management's control. However, strong budgetary/financial controls by CITY officials resulted in positive general fund balances of $10 million (6/30/95), $13.3 million (6/30/94) and $7 million (6/30/93). A Panel majority was encouraged by this pattern. This AWARD will not disturb this regularity. While the financial environment is challenging, the CITY has the wherewithal to fund this AWARD. It is very much in the public interest to maintain a motivated police force, and the changes herein are important to that desired objective.

The change in wages is an effective two and one-half (2.5%), with an estimated cost of $986,715. With the FICA roll-up approximately $75,484, the combined increased cost is 2.69%. The CPI for the Buffalo area was 2.9%.

ISSUE 6 - ARTICLE XX, (Group Life Insurance)

The PBA seeks to improve current life insurance coverage for police officers from $5,000 to $50,000; an additional $50,000 for accidental death; spouse coverage from $5,000 to $10,000; child insurance from $1,000 to $5,000; and $10,000 for limb dismemberment.

The CITY's pleads an inability to pay.

A Panel majority believes the PBA were not competitive in this area. Given the nature of police work, the forward cost of this benefit, and modest cost for benefits received, the AWARD is a needed improvement. Estimated cost is $76,571, or 0.19% of payroll. Competitive bidding should be effective in keeping the additional cost to a minimum.

ISSUE 8 - ARTICLE XXIII, (Longevity)

The PBA seeks to improve its current longevity schedule by adding a new step one (1) full year of service at $100.00.

The CITY's position is an inability to pay.

A Panel majority supported a reduced longevity improvement from the original PBA demand because they were not competitive with

the comparison group. After six (6) years, Buffalo police officers received $275 less annually, and by the twentieth (20) year, Buffalo was $320 less than the comparison group. Additional cost of this change improvement is estimated at $383,285, or 0.97% of payroll.

OTHER DEMANDS

The following demands were also presented to the Public Arbitration Panel by the PBA, and were examined, evaluated and denied: Night Shift Differential, Settlement of Disputes, Optical Plan-New, Education Incentive, Uniforms and Equipment, Holiday Pay. While some of these demands had merit, overall it was inappropriate to include them as part of this AWARD.

April 25, 1996
Buffalo, New York

Samuel Cugalj
SAMUEL CUGALJ
CHAIRMAN AND PUBLIC PANEL MEMBER

cc: Richard A. Curreri, Director of Conciliation, PERB
Charles Leonard, Supervising Mediator, Buffalo PERB

STATE OF NEW YORK
COUNTY OF ERIE

I, Samuel Cugalj, do hereby affirm upon my oath as Arbitrator, that I am the individual described in and who executed the enclosed instrument, as Chairman of this Interest Arbitration Panel, on April 25, 1996.

Samuel Cugalj
Arbitrator

4/25/96
Date

ADDENDUM "A"

	2%	Hour Rate	1%	Hour Rate	
	7/1/95	7/1/95	1/1/96	1/1/96	
Police Officer Step 1	31,477.40	16.16	31,792.18	16.32	
Police Officer Step 2	34,243.74	17.58	34,586.17	17.75	
Police Officer Step 3	37,015.09	19.00	37,385.24	19.19	
Police Officer Step 4	39,783.11	20.42	40,180.94	20.63	
Police Officer Step 5	42,557.78	21.85	42,983.35	22.07	
Detective	44,113.36	22.65	44,554.49	22.87	
(Assist. Radio Dispatcher & Police Photographer)	45,627.25	23.42	46,083.52	23.66	
Detective Sergeant	46,138.55	23.69	46,599.93	23.92	
(Police Lieutenant & Polygraph Examiner)	49,276.30	25.30	49,769.07	25.55	
(Assist.Chief of Detectives, Chief of Administrative Serv., & Police Instructor)	52,753.82	27.08	53,281.36	27.35	
(Chief Homicide & Police Captain)	56,456.14	28.98	57,020.70	29.27	
(Chief of Detectives, & Police Inspectors)	62,123.75	31.89	62,744.99	32.21	

Rabin Award

(dated December 15, 1997)

July 1, 1996

through

June 30, 1998

State of New York
Public Employment Relations Board

Interest Arbitration between

City of Buffalo

and

Buffalo Police Benevolent Association

No. IA96-035; M96-297

Before:

Robert J. Rabin, Public Member and Chairperson
Edward G. Piwowarczyk, Employer Member
Robert P. Meegan, Jr., Union Member

Decision and Award of Panel

This Interest Arbitration Panel was appointed on March 18, 1997. Pre-hearing briefs were filed, and evidence was taken and arguments presented at a hearing on July 1 and 2, 1997, in Buffalo, N.Y. The parties submitted post-hearing briefs at the end of August. The Panel members met in Executive Session on October 23, and subsequently exchanged positions in writing and by phone.

Issues

The primary issue in this dispute is economic. It is closely tied to several demands raised by the City for greater efficiencies and cost savings in the deployment of personnel, in the handling of disciplinary matters, and health insurance. The Panel will discuss the economic issues before turning to the demands pressed by the City.

This dispute covers a two year contractual period of July 1, 1996 to June 30, 1998. The PBA seeks a salary increase of 6% in each year, or a cost of living adjustment plus 2% in each year. The PBA also seeks a host of other economic improvements in areas that will be explained. The City proposes a salary freeze for both years. While it opposes a salary increase, it says that any increase awarded by the Panel must be tied to the cost saving resulting from its demands regarding

deployment, discipline and health insurance.

Economic Issues

The economic data, particularly as set out in the City's pre-hearing brief at page 25-40, compares police salaries in Buffalo with those of several nearby jurisdictions used historically as comparisons, such as Amherst, Cheektowaga, Hamburg, Tonowanda and West Seneca, as well as Rochester, the closest large city. Whether you look at the annual salary or the average hourly rates, the figures for 1996 and 1997 show that Buffalo police salaries are roughly equivalent to those in the comparison districts (tables at pages 37-39 of City brief). Since the Buffalo police officers have not had an increase for the last two years, for purposes of comparison the Panel assumed an aggregate 6% increase in the Buffalo police salaries for that period. With such an adjustment, the hourly rate for the highest Buffalo patrol officer would be in line with those of the comparison districts in the nearby area (p. 39). The same adjustment would bring the highest police officer salary to $45,563, above the listed 1997 salaries in the comparison localities for 1997 (p. 38).

The PBA points out that Buffalo police salaries have run a sporadic course over the last 15 or so years (p. 16 of PBA presentation of Joseph Madison), and that the increases in the last two years, 2% and 1%, were especially low. But while the aggregate increases over these years may be slightly lower than the comparison districts, Buffalo salaries still wind up at or near the top of the comparison group. As the next section indicates, the City of Buffalo is not well off financially, and the comparison cities probably have stronger economic bases. For this reason, the Panel concludes that the salary of Buffalo police officers is competitive with the neighboring units.

The PBA does not dispute the salary comparison, but argues that the true picture must take into account the total compensation package, including such items as night shift differential, education pay differential, holidays and personal days, vacation allowances, uniform provisions and vision care. When all these figures are put together, Buffalo police lag about 6% behind their counterparts, as shown in the table at page 4 of the Madison presentation. The City does not dispute these figures as far as they go, but asserts they should be offset by the additional income an officer receives in Buffalo from overtime and court duty, as well as by the savings to the officer of not having to contribute to any health insurance premiums.

The Panel concludes that the most effective mode of comparison is to treat salaries as one item, and other economic benefits as a separate item. The salary increase should keep pace with the increases in the comparison districts. The other economic items will be discussed separately.

Economic Constraints on the City

The Taylor Law requires the Panel to consider "the interests and welfare of the public and the financial ability of the public employer to pay (Civil Service Law Sec. 209(4)(C)(v))." As the PBA correctly points out, the City does not plead inability to pay in this proceeding, nor, most likely, could it do so. But the facts do back up the City's assertion that it has only a limited ability to pay.

The evidence shows that over the years the percentage of state aid has decreased, putting more and more of a burden on the property tax to carry the load of financing city operations. At the same time, residential property values are decreasing. Meanwhile, police and fire protection consume an increasingly large share of the municipal budget. This means the individual taxpayer pays more and more for this vital service, and, with a relatively static budget, receives fewer and fewer other services, such as street repair and maintenance. The City has room under its constitutional ceiling to increase property taxes, but the wisdom and fairness of such an increase is a different matter. As the City's budget director points out, as you raise taxes without improving services, residents realize they can get a better deal elsewhere. This creates an incentive for the better off to move, leaving behind those least able to afford to support the City and the most in need of its services. An indicator of the tax squeeze is that the City had to rely on a garbage user fee to take some of the pressure off the property tax.

The City has enjoyed comfortable fund balances of up to $30 million in the past, but suffered through years when the fund balance dropped to $20 million in the hole. The current fund balance is a modest $10 million, much of which is already encumbered for other purposes than salary. Use of the fund balance is at best a one-time cure, for if it is used to fund a salary increase it simply pushes the financial pressure into the next year. Recognition of the City's poor financial condition is found in the City's low bond ratings, which jeopardize its borrowing powers.

The data suggests that some of the comparison cities, especially the smaller surrounding townships, have a stronger base of economic support. See Appendix IV, tab D, of City pre-hearing brief.

The City points out that it has budgeted 3% for a salary increase for the first year of the agreement. But it contends that even with that budgeted amount, the funding of the full PBA proposed salary increase will take an additional tax increase of 4.3% (City post-hearing brief p. 51). The tax increase required to fund the full set of PBA economic demands is considerably higher, about 8.8%.

Current comparison settlements

In the Panel's judgment, a salary increase is required if the Buffalo police officers are to remain in the comparison ballpark. This increase must be in the range of the current settlements in the comparison area. The data on settlements for 1997 and 1998 is very thin. Further, it is not always possible to determine their true worth, for they don't always indicate what concessions and adjustments may have gone into the salary figure.

The Panel concludes that current settlements are in the 3-4% range, including Amherst, Cheektowaga, Tonowanda and the State troopers. The City has settled with its blue and white collar workers for 3% annually for this period.

The Public member agrees with the City that the amount of the salary increase should depend in some part on the extent to which the City is able to gain cost savings through the other demands that it has placed on the table. The Public member also agrees with the PBA that the normal expectation of a public employee is that a substantial salary increase is needed to compensate for the removal of a valuable existing contract right.

However, when the Panel met in executive concession, the PBA strongly opposed those demands that might result in significant cost savings. The validity of the City's demands and of the PBA's opposition to them will be discussed in a subsequent section of this decision. Suffice it to say that as a result of the discussions in executive session it became apparent that the opportunities for cost savings through these approaches were limited.

Since the Panel award will not result in the magnitude of cost savings hoped for at the outset, the salary award will be in the middle of the 3-4% range. The salary increase will be 3.5% of the base salary for each year of the agreement.

The City has budgeted 3% to cover the costs of an increase for one of the years in question. The balance of the cost must be met through other budget savings, or, if necessary, through tax increases. But given the City's estimate of the salary increase that would be required to fund the PBA's full set of demands, if any tax increase is necessary to fund this more limited award, it should be modest.

Other economic adjustments

In his initial correspondence with the other Panel members, the Chair indicated that some adjustment should be made for other economic benefits where Buffalo officers are behind the norm. The PBA Panel representative indicated the priority of

its demands. Based on this, and on the relative significance of the items in question, the Panel awards as follows:

1. Optical insurance. This is a benefit enjoyed in several comparison units, and is of major importance to the membership. The annual cost of this benefit is about $75,000. This benefit is administered through the PBA, and under this award the City shall reimburse the PBA for this payment.

2. Holidays. Officers are somewhat behind their counterparts in this area, though the shortfall is offset by the fewer work hours assigned. The holiday benefit, which now calls for 48 hours of annual holiday pay, should be increased by 12 hours.

3. All holiday pay should be prorated upon retirement.

While there may be merit to some of the other fringe demands, only a limited economic adjustment can be made, given the economic circumstances.

As a practical matter, these benefits, for the most part, cannot be implemented retroactively. The changes in the agreement that will result in cost savings to the City can be realized prospectively only. The panel concludes that the most equitable and expedient resolution is to make the cost saving changes and fringe benefit improvements on a prospective basis only. With respect to the fringe benefits, this means that:

1. For the calendar year 1998 and thereafter, the City shall pay $75,000 for the annual cost of optical insurance.

2. The 12 hour increase in holiday pay shall be in effect for the calendar year 1998 and thereafter.

3. The holiday pay proration for retirees shall be in effect for the calendar year 1998 and thereafter.

City demands that would result in cost savings

Seniority

The City made a number of demands that would give it greater flexibility in making assignments. The Commissioner testified persuasively that in a modern, effective police force, he needs to be able to place the best people in key positions. The PBA strongly opposed these demands, which it sees as dangerously jeopardizing the traditional role of seniority in the assignment of officers. In executive session the City winnowed its demands to four, all of which it deems essential.

The basic seniority provision in the current contract (Section 12.2. of City's version) says that:

> "The department recognizes the importance of seniority in filling vacancies and shall make every effort to adhere to this policy, provided the senior applicant has the ability and qualifications to perform the work involved."

The existing provision is not crystal clear, since the "make every effort" clause may give the City some leeway to depart from seniority, and because there is a core requirement of "ability and qualifications" before the applicant may invoke seniority. This open-endedness may invite litigation. However, the numerous awards submitted by the PBA tend to uphold the senior bidder in almost all contested cases, suggesting that the principle of seniority is fairly clear.

Command officers

Two of the City's demands cover the City's command and investigative positions (Inspectors, certain Captains, Lieutenants, Detectives, Detective Sergeants, and officers assigned to Special Units). One such demand would permit the City to make overtime assignments within this grouping on the basis of qualifications, training, experience, job responsibilities and seniority. It says "if the other considerations are demonstrably equal, the most senior employee should be offered the overtime opportunity."

The other City demand would allow the City to make and change permanent assignments of officers in these positions on the same basis as the assignment of overtime, that is, with seniority governing assignments only if the other considerations are "demonstrably equal."

In the Public member's judgment, in the long run the City should be permitted to take into account an officer's qualifications for a key assignment, and where those qualifications are demonstrably superior, they should be allowed to trump seniority. In a labor relations climate of trust, appropriate language would protect the principle of seniority, and would insure that departures from seniority are based solely on demonstrable merit, and not on favoritism. In executive session the Public member proposed language that would require the Commissioner to give great weight to seniority, but would allow him to consider other objective and demonstrable factors that measure ability for the job. In other words, the burden would be on the City to depart from seniority, while under the City's proposal it is the other way around. The Public member also suggested that this departure from the current language should initially apply only to a small group of officers.

The PBA continued to object even to these more modest proposals. The primary basis for its resistance is its claim that historically promotions in Buffalo have been based on political factors and favoritism. As a result, the PBA has been forced to spend considerable money to protect its contractual rights through arbitration. The PBA submitted a packet of arbitration awards that it claims show that the City is not honoring the present contract language. Without repeating the details of these awards, it is sufficient to state that the language of some of the arbitrators shows that there is a real problem of trust.

The PBA's objections are significant. First, the parties will get nowhere with a marked departure from the current principles of seniority unless there is a better climate of trust. The new language demanded by the City may very well lead to an increase in the already large volume of arbitral litigation about seniority, and that is not good for labor relations or for saving money.

Second, interest arbitration is an essentially conservative process. Substantial changes should come about as the result of give and take at the bargaining table. The parties have a much greater familiarity with the history of this issue and its potential pitfalls than any third party can gain through this brief proceeding. An imposed award could do more harm than good. Nor is an arbitrator in a position to determine whether and to what extent acceptance of the demand requires additional compensation in the economic package. These are matters better resolved at the bargaining table.

While the award does not incorporate the City's demands, the Public member suggests that now that the City has narrowed down its demands, this provides a good beginning for constructive discussions in the upcoming negotiations. Until the parties come up with solutions that permit greater flexibility in deployment, the economic settlement will not be at the higher end of the range. There has to be some incentive for the PBA to work constructively with the City towards meeting a mutual need.

All officers

The City placed two other demands on the table in executive session that affect all officers, not just those in command positions.

Detailing for educational purposes

This demand would allow the City to

> "detail an officer, regardless of seniority, from one shift to another for educational and/or training purposes."

The City points out that under current practice the training programs are usually offered

on the day shift. This means that an officer on any other shift not only gets overtime for the shift in which he is trained, but may be too fatigued, after serving the earlier shift, to get the most out of his training.

The City's concern is legitimate. Its proposed language would allow it to offer training on a more rational basis, without running into overtime costs. This demand does not jeopardize the larger principle of seniority, and the potential for problems is limited, given that it is confined to training and education.

Other detailing

The second City demand, as framed during the Panel discussions, allows the City to

> "detail an officer between Districts within the same shift by inverse order of seniority within that officer's district."

Under an existing agreement, the City has the right to detail officers to cover short term absences. The language provides:

> "The parties agree that the Department shall have the right to detail officers of any rank on the basis of seniority. Detailing may be used by the Department to cover for short term absences such as personal leave, vacation time, sickness, blood days, etc. It shall be the intent of the Department to detail on a shift by shift basis and within the officer's division."

The parties advise that in addition the City has the right, in emergency situations, to reassign officers within their shift even without regard to seniority.

In its presentation in the interest arbitration, the City gave several grounds for its various proposals on detailing. Neither the specific language of its proposals, nor their actual impact on the members of the bargaining unit, was discussed in much detail in the arbitration, though, as agreed during the arbitration hearing, this was addressed by the Panel members in their correspondence.

As the Panel understands it, the City seeks the right to make these changes in advance of an emergency, and for a broader array of reasons than now permitted under the contract. It asserts that its proposal will save some overtime costs, as officers from a lighter district may be moved to cover needs in a heavier district.

The PBA strongly opposes these proposed changes. The PBA is concerned that the City will not use this provision in good faith, but will make wholesale, long term

transfers that undermine the assignments officers have obtained through seniority. The PBA says that if the City can readily transfer employees, it will not face up to the pressing need to hire more officers to meet the City's overall law enforcement obligations.

The Public member agrees with the City that it should be allowed greater flexibility in making these assignments. These proposals do not jeopardize the larger principle of seniority that the PBA has assiduously protected. The City contends in its brief that most of the comparison jurisdictions have greater flexibility than Buffalo in deploying its officers. A review of the contracts submitted in evidence indicates that for the most part this is so, particularly in view of the managements' rights clauses in several of these agreements. A recent interest arbitration award for the City of Rochester (Selchick, 1995) recognizes the need for greater flexibility in the deployment of police personnel as we enter the 21st century.

At the same time, the Public member concludes that the City's rights in this regard should be specifically limited and defined. As with the other City deployment demands, a lack of mutual trust prevents a constructive approach to greater flexibility in detailing. Further, this is another area better suited to resolution at the bargaining table than through interest arbitration. Therefore the award supports only limited changes in this area.

The Panel does not agree that the City should have the absolute right, as asserted in its initial demand quoted above, to detail officers from one District to another. Rather, the City's right to detail between districts should be limited to two specific situations:

1. To cover short term absences.

2. To cover specific events, such as sporting events, concerts, demonstrations and the like, as represented in the City's pre and post-arbitration briefs.

In order to insure that these assignments are temporary and meet specific needs, detailing on this basis may not exceed 15 working days.

Further, the language should recognize the current practice of allowing senior officers to accept the assignments on a voluntary basis.

To accomplish these objectives, the Panel awards the following language change:

"The City may detail officers of any rank between Districts within the same

shift by inverse order of seniority within that officer's district for the following:

1. To cover short term absences such as personal leave, vacation time, sickness, blood days, etc.

2. To cover specific events, such as sporting events, concerts, demonstrations and the like.

This detailing may not exceed 15 working days

Except in cases of emergency, the City shall offer the assignment to another District to officers in seniority order. In the event that the assignment is not voluntarily accepted, the least senior officer (s) shall be assigned to the other District.

This language is to be viewed as a provisional solution to the problem. The parties may monitor the City's utilization of these provisions and propose changes and modifications in the upcoming negotiations. In any future interest arbitration, the panel should consider the parties' experience with this language.

Health Insurance

The City proposes significant relief in its health insurance costs. The City presently pays 100% of the costs of health insurance coverage for all employees in the unit. The data shows a variety of patterns in comparison districts, with some officers paying for a portion of their health insurance costs. As a result, Buffalo police officers enjoy a substantially greater benefit than officers in some comparable units. Further, the City asserts that it needs savings in this area to fund a salary increase.

As a preliminary matter, the PBA contends this matter is not properly before the Panel. However, the Panel observes that the City had placed a demand for relief in health insurance costs on the table. That proposal has been modified, but the modification is not more burdensome on the employees, nor does it change the basic nature of the demand. Hence the Panel concludes it has the authority to deal with this issue.

The City proposes to approach this issue in a way that it says is relatively easy for officers to absorb. The City is willing to continue to pay the full premiums for both single and family coverage for the two current plans, both HMO's, that presently have the lowest premium costs. It proposes that covered officers then pay the full amount of the difference between those premiums and the premiums of the more expensive plan the officer chooses. If an officer does not want to pay this additional premium, he may

elect the less expensive plan. The City saves money by not having to pay the full premium costs of the more expensive plan. The City points out that the majority of the employees have chosen the less expensive HMO plans, indicating they are competitive with the more expensive plans.

While the proposal has appeal, there are obstacles to it.

First, the cost of the choice is high. The numbers in the City's brief (p. 38) show it could cost an officer more than $1,200 for a single plan and over $2,200 for a family plan. The officer who wants to remain with the current plan has to pay an enormous premium --the equivalent of perhaps a 5% pay increase -- just to maintain his current coverage. This becomes a very expensive give back.

Second, because there has not been a lot of discussion at the bargaining table, the PBA has not been in a position to assess the benefits of the various plans. The best solution would be for the City to persuade the PBA at the bargaining table that all the members will have adequate coverage under the less expensive plans.

Third, there is no control over the less expensive plans. If they prove to be inadequate, officers may be forced into the more expensive plans. In executive session the City proposed to correct this risk by agreeing to take any savings resulting from a cut back of benefits and purchasing new benefits with them.

The Panel concludes that the City's proposal has merit because more officers will have an incentive to move into the less expensive plans. However, it does not take an additional charge of over $2,000 to encourage an officer to change plans. In the Panel's judgment, a much more modest premium differential should be enough to persuade the officer to move to the less expensive plan, if the benefits are relatively similar, as the City contends.

The Panel concludes that an officer should be required to pay 25% of the differential between the premium of the second lowest of the lowest two plans and the higher cost plan he elects, for single coverage, and 15% of the differential for the family plan.

While the Panel cannot be confident that this differential will move a substantial number of employees out of the more expensive plans, this determination is at least a start in the direction of greater cost savings in health insurance plans. The experience in the next few months should give the parties a better data base if they revisit this issue in the next round of negotiations.

The City should make this change during an open enrollment period as soon as practicable after this Award is finalized.

Disciplinary matters

A third area in which the City seeks relief that may result in cost savings is in the handling of disciplinary matters. As matters now stand, the City may not terminate an employee or suspend him for more than 30 days without affording the officer a hearing. The present provision calls for the hearing to be before a hearing officer, with the costs borne completely by the City.

The City asks for the right to discipline an employee without any prior hearing, with the employee having the right to challenge that discipline through arbitration. The PBA raises substantial objections to this proposal.

First, the PBA argues that requiring officers to give up their statutory and constitutional rights to a pre-discipline hearing should only come about through voluntary agreement by the union, and not through an imposed award. Whether or not this position is mandated by the Constitution, it reflects a solid principle for interest arbitration. The Public member views interest arbitration as an inherently conservative process, in which significant changes should whenever possible be made at the bargaining table. In the wake of the concern over the Gilmer case and the general waiver of statutory rights, the Public member is reluctant to impose a new procedure on the parties.

Second, the PBA points out that the use of arbitration will impose significant costs on its treasury, as the PBA will have to share in the costs of the proceedings. This means officers must now pay, through their union dues, for the right to challenge disciplinary matters.

The Public member sees no problem with the City imposing discipline prior to hearing if it does not result in suspension or termination. In these cases, the individual's rights are adequately preserved through a hearing after the discipline is imposed. But even here the shifting of these challenges to arbitration hits the PBA's treasury. The Public member made some suggestions to the panel members for ways of resolving these cases without immediate arbitration, with the PBA reducing its objections to writing, and saving adjudication for a later day, if and when the officer is suspended or discharged. However, the parties were unable to come to agreement on this. The Panel makes no change on this issue. The Public member observes that this is another area that deserves intensive discussion in collective bargaining.

Other City Demands

The City had a several other demands on deployment of officers on the table, including the changing of rotations. These demands were subordinated to the four that the City pressed in executive session, and no further award is made in this area.

The City also demanded a reduction in union release time, which currently involves as many as three union officials who devote their full time to labor relations matters. There should be no change in the current system. The system works, and there is no evidence of abuse. This is a large unit, with complex labor relations issues, and cutting back on union service may actually make relationships worse.

Indemnification

The PBA made a demand for indemnification where an officer is acquitted after he defends a criminal charge that arises in the line of duty. The demand is generated by an actual recent situation. By law, the City is required to indemnify officers in civil matters.

While the demand may appear to be equitable, further investigation in executive session reveals that this is a safeguard that is rarely found in collective agreements. And when it does appear, there are some preconditions to its usage. Following the precept that interest arbitration is not the place to pioneer contractual provisions, the Panel does not grant the PBA's demand.

Dated:

December 15, 1997

Robert J. Rabin, Public Member and Chairperson

Edward G. Piwowarczyk, Employer Member

(I dissent) Robert P. Meegan, Jr., Union Member

STATE OF NEW YORK)
COUNTY OF Onondaga) ss.:

On this 22 day of December, 1997, before me personally came and appeared Robert J. Rabin, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Notary Public

JAMES K. WEEKS
Notary Public, the St. of New York
Qualified in Onon. Co. No. 4632280
My Commission Exp. May 30, 19 99

STATE OF NEW YORK)
COUNTY OF) ss.:

On this 23 day of December, 1997, before me personally came and appeared Edward G. Piwowarczyk, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Notary Public

SEAN P. BEITER
Notary Public, State of New York
Qualified in Erie County
Commission Expires Dec. 11, 1998

STATE OF NEW YORK)
COUNTY OF) ss.:

On this 6th day of ~~December~~ Jan., ~~1997~~ 1998, before me personally came and appeared Robert P. Meegan, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Notary Public
1/15/99

RANK	1% 01/01/96	HOUR RATE 01/01/96	3.5% 07/01/96	HOUR RATE 07/01/96	3.5% 07/01/97	HOUR RATE 07/01/97
POLICE OFFICER STEP 1	$31,792.18	$16.32	$32,904.91	$16.89	$34,056.58	$17.48
POLICE OFFICER STEP 2	$34,586.17	$17.75	$35,796.69	$18.37	$37,049.57	$19.02
POLICE OFFICER STEP 3	$37,385.24	$19.19	$38,693.72	$19.86	$40,048.00	$20.56
POLICE OFFICER STEP 4	$40,180.94	$20.63	$41,587.27	$21.35	$43,042.82	$22.10
POLICE OFFICER STEP 5	$42,983.35	$22.07	$44,487.77	$22.84	$46,044.84	$23.64
DETECTIVE	$44,554.49	$22.87	$46,113.90	$23.67	$47,727.89	$24.50
ASSIST. RADIO DISPATCHER & POLICE PHOTOGRAPHER	$46,083.52	$23.66	$47,696.44	$24.49	$49,365.82	$25.34
DETECTIVE SERGEANT	$46,599.93	$23.92	$48,230.93	$24.76	$49,919.01	$25.63
POLICE LIEUTENANT & POLYGRAPH EXAMINER	$49,769.07	$25.55	$51,510.99	$26.44	$53,313.87	$27.37
ASSIST. CHIEF OF DETECTIVES CHIEF OF ADMIN. SERV. & POLICE INSTRUCTOR	$53,281.36	$27.35	$55,146.21	$28.31	$57,076.33	$29.30
CHIEF OF HOMICIDE & POLICE CAPTAIN	$57,020.70	$29.27	$59,016.42	$30.30	$61,081.99	$31.36
CHIEF OF DETECTIVE & POLICE INSPECTORS	$62,744.99	$32.21	$64,941.06	$33.34	$67,214.00	$34.50

Memorandum

of

Agreement

(dated December 22, 1999)

July 1, 1998

through

June 30, 2000

MEMORANDUM OF AGREEMENT

The City of Buffalo ("City") and the Buffalo Police Benevolent Association ("PBA") hereby agree upon the following terms for a new collective bargaining agreement for the term July 1, 1998 to June 30, 2000.

1. Increase base wages by 3.0% retroactive to July 1, 1998 (including retirees).

2. Increase base wages by 3.0% retroactive to July 1, 1999 (including retirees).

3. Article XXIII (Longevity)

   Amend Paragraph (A) as follows:
   (A) Effective July 1, 1999, each permanent employee who has completed one (1) year of service shall receive annually, in addition to their salary, one hundred and twenty-five dollars ($125) longevity payment for each completed year of service, to a maximum of twenty-five (25) years.

4. All employees hired after 6/30/00 shall be required to contribute to the cost of health insurance as follows:

   a. Either of the two (2) lowest cost plans - No contribution;

   b. Employee shall be required to pay the full cost of the difference in premium cost between the second lowest cost plan and the higher cost plan selected by the officer.

5. The City may change both shifts and scheduled work days/days off (including WV days, PL days, and vacations) for educational and training purposes as follows:

a. Lieutenants - Supervisory Training as mandated by New York State;

b. SWAT, HMT, URT, and Honor Guard for training exercises.

All subject to ratification in its entirety by the Union and then approval by the Mayor and Common Council.

DATED: December 22, 1999

FOR THE UNION

FOR THE CITY OF BUFFALO

560154 1

FORM ONLY

DEC 22 1999
MICHAEL B. FISMAN
MARIO D. PEACE
Corporation Counsel

HON. ANTHONY M. MASIELLO

FAX NUMBER: 852-4228	**DATE/TIME:**
FAX TO: Lt. ROBERT MEEGAN, JR PBA	**FROM:** KATHLEEN O'HARA 851-4270 (Tel)
NUMBER OF PAGES INCLUDING COVER SHEET: 2	

CITY OF BUFFALO
ADMINISTRATION & FINANCE
DIVISION OF LABOR RELATIONS
ROOM 225 CITY HALL
BUFFALO, NEW YORK 14202
TEL: (716) 851-5904
FAX: (716) 851-4968

REMARKS:

ANTHONY M. MASIELLO, MAYOR
EVA M. HASSETT, COMMISSIONER
JAMES L. JARVIS, JR., DIRECTOR

SALARY AND WAGE SCHEDULE "C"
EFFECTIVE JULY 1, 1998

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
(HR.)	($18.01)	($19.59)	($21.18)	($22.76)	($24.35)	(HR.)
1	35,079	38,161	41,249	44,334	47,426	
2					49,160 ($25.24)	
3					50,847 ($26.10)	
4					51,417 ($26.40)	
5					54,913 ($28.19)	
6					58,788 ($30.18)	
7					62,914 ($32.30)	
8					69,230 ($35.54)	

THE ABOVE SCHEDULE IS EFFECTIVE RETROACTIVE TO JULY 1, 1998

These schedules are applicable to uniformed members of the Police Department - Local P.B.A.

SALARY AND WAGE SCHEDULE "C"
EFFECTIVE JULY 1, 1999

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
(HR.)	($18.55)	($20.18)	($21.81)	($23.44)	($25.08)	(HR.)
1	36,131	39,306	42,486	45,664	48,849	
2					50,635 ($25.99)	
3					52,372 ($26.89)	
4					52,960 ($27.19)	
5					56,560 ($29.04)	
6					60,552 ($31.08)	
7					64,801 ($33.27)	
8					71,307 ($36.61)	

THE ABOVE SCHEDULE IS EFFECTIVE RETROACTIVE TO JULY 1, 1999

These schedules are applicable to uniformed members of the Police Department - Local P.B.A.

Shapiro Award

(dated September 5, 2002)

July 1, 2000

through

June 30, 2002

State of New York
Public Employment Relations Board

In the Matter of the Interest Arbitration between

Opinion and Award

Buffalo Police Benevolent Association
Petitioner

PERB Case No.
IA 201-003; M 200-238

-and-

City of Buffalo, New York
Respondent

Before: The Public Arbitration Panel
Sumner Shapiro, Public Member and Chairperson
Edward G. Piwowarczyk, Esq. Public Employer Member
Robert P. Meegan, Jr., Employee Organization Member

I. INTRODUCTION

This document constitutes the Opinion and Award of a Public Arbitration Panel designated by the New York State Public Employment Relations Board (PERB), pursuant to Civil Service Law Section 209.41 on July 17, 2001. The petitioner is the Buffalo Police Benevolent Association, hereinafter referred to variously as "the PBA", "the Employees", "the Union", "the Officers" or "the Petitioner". The respondent is the City of Buffalo, New York, hereinafter referred to variously as "the Employer", "the City", "Buffalo", or "the Respondent." The PBA and the City were parties to a Collective Bargaining Agreement (CBA) the term of which expired on June 30, 2000. The parties entered into negotiations for a successor agreement on October 23, 2000 and following a number of unfruitful negotiating sessions, filed a joint Declaration of Impasse. On December 6, 2000, PERB designated a mediator who conducted an unfruitful mediation session between the parties on January 12, 2001. The parties determined that further mediation sessions were unlikely to be productive and the PBA petitioned for Compulsory Interest Arbitration on April 6, 2001. On July 17, 2001, PERB, over the signature of Richard A. Curreri, Director of Conciliation designated the Public Arbitration Panel in this matter. The panel's jurisdiction is for two contract years; namely, July 1, 2000 through June 30, 2001 which is referred to hereinafter as "Year 1" or "the first year" and July 1, 2001 through June 30, 2002 which is referred to hereinafter as

"Year 2" or "the second year". As the Award in this matter will issue after the close of the second year there is need to refer to the next succeeding year even though that year falls beyond the panel's purview and the scope of the record before it. When such reference is made, that succeeding year is referred to as "Year 3" or "the third year".

Civil Service Law, Section 209.4 (v) directs the panel as follows:

(v) the Public Arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

a. comparison of the wages, hours and conditions of employment of the Employees involved in the arbitration proceeding with wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

b. the interest and welfare of the public and the financial ability of the public employer to pay;

c. comparison of peculiarities in regard to other trades of professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

The panel conducted hearings at the Hyatt Regency Hotel in Buffalo, New York on November 7 and 8, 2001, November 8, 2001, December 4, 2001, February 12 and 13, 2002, and March 19, 2002 at which time the parties were afforded unfettered opportunity to prevent testimonial and documentary evidence, to examine and cross-examine witness, and to offer arguments in support of their respective positions. At the close of the hearing the parties opted to exchange and file post hearing briefs on or before May 6, 2002 which day was subsequently briefly extended by mutual

consent, whereupon the briefs were timely filed. The Panel met in executive session at the Radisson Suite Hotel Buffalo on July 25, 2002.

Appearances were as follows:

For the PBA

James W. Schwan, Esq. Schwan, Sammarco & Sammarco Buffalo, New York	PBA Counsel
Edward Fennel Wynantskill, New York	Finance Consultant
John Juszkiewicz Police Officer, Buffalo Police Department	PBA Witness
William Misztal Inspector, Buffalo Police Department	PBA Witness
Raymond Fields Patrol Officer, Buffalo Police Department	PBA Witness
Randie Joseph Lieutenant, Buffalo Police Department	PBA Witness

For the City

Sean P. Beiter, Esq Jaeckle, Fleischman & Mugel, LLP Buffalo, New York	Employer Counsel
Anthony Masiello Mayor, City of Buffalo, New York	City Witness
James Milroy Director of Budget and Management City of Buffalo, New York	City Witness

Ann Forti-Sciarrino City Accountant and Deputy Comptroller, City of Buffalo	City Witness
Kathleen O'Hara Commissioner of Human Resources City of Buffalo	City Witness
Susan Wheatley Assistant Corporation Counsel City of Buffalo	City Witness
Matthew Van Vessem Assistant Corporation Counsel City of Buffalo	City Witness
Rocco Diina Police Commissioner City of Buffalo	City Witness

The parties jointly submitted 20 Exhibits and in conjunction with the testimony of witnesses the PBA submitted 13, and the City submitted 15 Exhibits. All were admitted without objection and as they are thoroughly identified in the transcripts, we omit a redundant listing here.

II. Background

In its petition for Compulsory Interest Arbitration the PBA presented 23 proposals, the first and probably most significant one of which (PBA Proposal 1) was a proposal for salary increases of not less than 6 percent to be increased if the CPI plus 2 percent exceeded 6 percent in a particular year. The proposed salary adjustment formula was the same for both the first and second year. A number of other proposals were very significant and along with the Salary issue are discussed subsequently herein. The City, in its response to the petition, dated May 22, 2001, stipulated that it did not agree to any of the PBA proposals, and was in turn proposing 14 modifications. With respect to the PBA's Salaries and Hours of Work proposal it counter proposed (City Proposal 5) wage increases of 2.5 percent in each of the two years. Subsequently, on October 4, 2001, the City filed an amended response modifying its Proposal No. 5 now proposing that no wage increase be forthcoming in either of the two years.

PBA Proposal 5 wherein the Union sought to amend Article XI, Settlement of Disputes, Section 11.1 was subsequently held to be a nonmandatory subject.

Both parties here involved are experienced in pursuing their options through Compulsory Interest Arbitration. Their last written and negotiated CBA terminated on June 30 1988 and since then six successor agreements have been implemented -- two through Memoranda of Agreement and four through Arbitration. Historically, the PBA's central thesis was that its members were being denied benefits and rewards being received by fellow officers in comparable jurisdictions which represent the true and fair market value of Buffalo PBA members' services. The City, though challenging the reliability of some Union statistics, has consistently emphasized its precarious fiscal position constraining its ability to pay. In the present matter, these same aspirations and arguments continued to prevail and this document preliminarily focuses on the, salary and health insurance issues. We summarize findings and rationale relating to the other issues with special emphasis on those of greater significance in a subsequent section..

III. Positions of the Parties

A. PBA Position on Salary and Health Related Insurance Issues

The Union asserts the established comparable jurisdictions relied upon in past compulsory interest arbitrations are three contiguous towns namely; Amherst, Cheektowaga, and Tonawanda. All three are not only contiguous to Buffalo but also constitute the three largest towns in Erie County. The Employees offer a comparison on a "monetary" basis; i.e., a basis which includes longevity pay, shift differentials, sick incentives, holiday pay, shooting incentives and the like on both an annual compensation and per hour rate basis. They assert Buffalo officers, on an annual monetary basis, fall short of the average of the comparable communities by 9.7 percent, 9.3 percent, and 9 percent, at the 5, 10, and 15 year longevity levels. On an hourly basis they claim these differentials drop to 8.1 percent, 5.7 percent, and 6.6 percent, respectively, at the same longevity levels. The Union further emphasizes that these comparisons exclude uniform allowances wherein the $100 per year compensation paid its members fall short of the average comparable communities by nominally $1000 per annum. Additionally, the PBA asserts, since their members are paid less than their colleagues in the contiguous comparable communities they also receive

relatively inferior retirement benefits. Moreover, it asserts the disadvantageous Buffalo position is exacerbated for its Tier II employees (employees hired after July 1, 1973) as Buffalo does not provide the one year final average salary option for its retirees as do both Cheektowaga and Tonawanda. The one year final average option would effect raises in Buffalo retirement pensions by 8 percent.

The Employee's seek (PBA Proposal 1) an across the board increase equivalent to the increase in a previous year's Consumer Price Index (CPI) all urban consumers series plus 2 percent or a total of 6 percent, whichever is higher in each of the two years. With the benefit of hindsight, the proposed across the board increase is 6 percent in each of the two years.

The PBA is seeking two significant improvements in Health Insurance. The first relates to officers who retired since July 1, 1986 with 20 or more years of Buffalo department service or those who have taken disability retirement resulting from line of duty injuries. These retirees receive paid health/hospitalization insurance but do not receive major medical coverage and the drug rider entitling them to prescription drugs with a $5 generic and $10 brand name co-pay obligation. PBA Proposal 14, calls for the City to provide paid major medical coverage and all existing riders upon retirement. The Union seeks to justify this proposal on the basis that it is provided in comparable employment in the Towns of Amherst, Cheektowaga and Tonawanda.

The second health/hospitalization related proposal (PBA Proposal 15) is for the City to upgrade its present GHI Spectrum t Plan dental coverage to GHI Preferred Plus dental coverage. It bases this proposal on a claim that there are less than 30 participating dentists providing service under the Spectrum Plan when there are in excess of 300 dentists accepting patients covered by the GHI Preferred dental coverage. As GHI Spectrum is being phased out in favor of its Preferred Plus program, the Union pleads the replacement is necessary

The Union challenges the validity of the Employer's claim that it is burdened by a severe inability to pay which absolutely supports a determination that no wage increase should be forthcoming in either the first or second year. The PBA asserts that Buffalo entered the first year of our concern in very sound fiscal condition. Its unreserved general fund balance as of June 30, 2000 was nominally $15.5 million which represented an improvement of nominally $1.4 million over the fund balance at the conclusion of the

preceding year on June 30, 1999. In that preceding year the Union notes that its members received a base pay increase of 3 percent and significant improvements in longevity pay. The base pay increase induced a further cost increase in certain pay benefits like holiday pay, overtime pay, and court pay among others. The City, it contends, was not only able to absorb the incurred increased costs in the 1999 – 2000 contract year, but in addition accumulated a nominal $1.4 million fund balance increase. Moreover, during that year, the Buffalo Board of Education revenues exceeded expenditures by nominally $8.85 million and its accrued surplus surpassed the City's. Finally, as of June 30, 2000, the Union notes no principal or interest on City indebtedness was past due, and that since then none has become past due and Buffalo has never defaulted on the payment of principal or interest on any indebtedness.

Buffalo, the Union urges, was clearly on fiscally sound ground as of June 30, 2000 with its combined General fund and Board of Education funds and working capital having improved in each of the preceding five fiscal years ending June 30, 2000. Specifically, it offers that on June 30, 1996 assets exceeded liabilities by 15.2 percent whereas on June 30, 2000 the excess had risen to 37 percent.

The Union contends the Employer habitually understates expected revenues and overstates expected expenses creating phantom projected deficits when in reality, substantial surpluses evolved. For the first year of our jurisdiction, July 1, 2000 through June 30, 2001, the PBA reports that the City had projected ending with a nominal $3 million surplus whereas, in fact, it ended the year with an undesignated fund balance of nominally $9.7 million or approximately $7 million more than it had conservatively estimated. In that year the City expenditures fell nominally $8.9 million under budget while its revenues fell short by only $2.7 million creating a budgetary surplus of nominally $6.3 million. The PBA contends the City had set aside in the first year budget, funding to provide a 3 percent across the board increase to the PBA and that in keeping with generally accepted accounting practices, that funding is treated as already expended in the financial statements and that there is therefore no justification for withholding payment of the fully funded 3 percent across the board increase, and urges the panel to award same.

The Union focuses on the cash flow aspect of the City's position. It notes that at the commencement of the second year, the City was in possession of nominally $109 million in cash coming from the proceeds of a $120 million

RAN issue, state and federal aid, sales tax receipts, real property tax receipts, and other receipts balance against nominally $130 million in cash disbursements. In the Union view, Buffalo should have had enough cash to last for several months, yet, by October, it was claiming it would run out of money by the end of November, 2001. This, the Union notes, did not occur and it cites the City's demeanor as yet another example of the City promoting an unwarranted image of poverty when negotiations are pending or in progress.

Buffalo, the Union asserts, in the fiscal year ending June 30, 2001 realized accumulated fund balances for both the City and School District exceeding expectations. The initial projected budget deficit for the second year was, the Union acknowledges, $31 million. However it notes that a $5 million reduction was obtained through reductions in retirement system costs and further reductions were accomplished by spending freezes, layoffs of seasonal and temporary workers, the closing of fire companies on a rotating basis, and avoidance of overtime and similar action. By the time of the last hearing in the present procedure, the Union emphasizes, the deficit had been reduced to $4.3 million. Thus in a span of five months, the Employer had reduced its projected deficit from $31 million to less than $5 million. The PBA urges that the projected deficit has already taken into account across the board salary increases for bargaining units that have not settled. These monies have been set aside as though they had already been spent and they include at least a 2.5 percent across the board increase according to the testimony of the City's Budget Director and possibly 3 percent in the testimony of the PBA's financial expert. Hence, an Award providing for a minimum of a 2.5 percent and possibly as much as a 3 percent across the board increase in each of two years will, it is urged, not adversely affect the residual projected deficit.

The Union further proposes that projected budget shortfalls are not unknown in Buffalo. In 1994, it attributes to the current mayor a warning of a $31 million deficit only to have the fiscal year end with a nominal $6.25 million surplus. In a fiscal years ending June 30, 1996, 1997, 1998, 2000 and 2001 there were similar budgetary surpluses though in the fiscal year ending June 30, 1999 there was a small operating deficit. The Union sees no reason to expect that the City will not end the second fiscal year in the black. It notes that in the first year the City Tax levying margin was nominally $20 million but that in each year since the fiscal year ending June 30 1997, the homestead tax rate has decreased and is now less than it was in 1997. The PBA further contends the City, in the past year, made a $22 million one-time

contribution to settle litigation involving the Board of Education. It will not be required to make such extraordinary one-time payments in the second fiscal year and it cites a pronouncement by the Commissioner of Police that the department is expected to complete the fiscal year $4 million under budget. A further source of potential revenue, according to the Union, lies in the retirement and recruitment programs. As officers retire they are not being replaced and their duties are being assumed by the remaining complement. This imposes additional work burdens on the remaining officers and leaves undisbursed, money which would have been expended as salaries had the retired officers remained on active-duty, providing at once justification for improved compensation and the means with which to pay for same.

The Union supports its optimistic forecast for closing the second year budget gap and generating an actual surplus in the course of the fiscal year by asserting that the central business district vacancy rate has been relatively stable since 1991 with incremental vacancy rate improvement since 1994. It quotes extensively from the Official Bond Statement dated February 26, 2001 which enumerates various projects, some of which have been completed and others of which are underway or in prospect painting a picture of a burgeoning urban renaissance and its implicit salutary impact on Buffalo's tax base.

B. City Position on Salary and Health Related Issues

The City in reviewing its budgeting procedures relating to salaries informs that though it had proposed a 2 1/2 percent wage increase for both year one and year two that it actually set aside money to fund an award or negotiated raises in the range of 3 percent for the first year and 2.5 percent for the second year. It notes, however, that the City was prepared to settle for these amounts on the basis of two assumptions; namely, (1) that sufficient State Aid would be forthcoming and (2) that Buffalo would obtain adequate health insurance concessions in return. The City offers that in the wake of the disaster of September 11, 2001, its State Aid anticipations were drastically altered and it found itself confronting a multi-million dollar revenue shortfall prompting the submission of the Amended Response to the Petition for Compulsory Interest Arbitration in which it withdrew its salary proposal and substituted a proposal for zero percent increase in each and other two years.

The Employer asserts the PBA refuses to acknowledge the seriousness of the City's financial position in both its cash flow and total revenue

considerations. It refuses to acknowledge that the budgeted 3 and 2.5 percent increases were effectively nullified when the State was unable to provide the $31 million aid increase. So far as Buffalo is concerned, the money to pay these increases never actually existed within its resources and now, never will. The Employer believes that the 3 percent increase for the first year standing alone would cost the City nominally $1.7 million for the first year and another nominally $1.75 million in the second year and the City does not have that money and is not in any position to obtain it. An Award of 3 percent for the first year and 2.5 percent for the second, each effective at the commencement of the contract year, would cost the City nominally $5.9 million when it is already facing a $9 million budget gap. The City urges that it is unable to respond positively to the PBA wage proposal as is absolutely unable to fund it as it (1) cannot obtain more State Aid, (2) is extremely unlikely that it could borrow the required funds, (3) cannot raise taxes to fund the proposal without severely jeopardizing the City's bond rating, and (4) is facing a negative cash position in the second year, rendering it unable to finance any portion of the proposal out of savings of reserves. The only option open to the City for funding the proposal would be to lay off personnel, most likely public safety personnel, which Buffalo proposes would be contrary to the interest and welfare of the public, a factor which must be considered as it is expressly recognized by the statute.

The City urges the Panel to discount testimony by the Union's financial expert that $3.2 million of undesignated reserves was available presumably for funding any awarded salary increase in the June 30, 2000 financial audit. It notes that the City, in addressing its year two and year three problems, was already planning to utilize available fund balances to close the gap between expenditures and revenues. It calls attention to City Exhibit 10 which was placed in evidence on February 12, 2002 consisting of a financial statement for the City as of June 20, 2001 which showed an undesignated unreserved fund balance of $9.7 million. The Employer offers that those dollars are not available for funding increases as $2.7 million has been allocated to gap closure in the second year, and the remaining $7 million has been allocated to the third year. All that money therefore, has been targeted and spent and is no longer available for funding PBA salary demands. Buffalo, it is argued, clearly lacks the financial ability to pay for any increases in either of the two years within the purview of the panel's deliberations.

In addressing the specifics of the PBA comparisons, Buffalo notes that the contiguous towns have already settled their 2000-2001 CBAs in which they

awarded wage increases of approximately 4 percent per annum (Amherst), 3 percent per annum (Cheektowaga) and approximately 2.5 percent per annum (Tonawanda), and that the Buffalo PBA members do not lag far behind. The City bases its comparison on the current wage of top step police officers which shows a lag of only about 1 percent behind Amherst, and nominally 5.3 percent behind Cheektowaga. However it emphasizes, that "similar public employees working under similar conditions" is only one factor and that the panel must in addition consider whether the City of Buffalo with its budgetary and cash flow problems, its credit rating, its shrinking tax margin, its declining population, its lower per capita income, its declining property values, and its work rules is comparable to the more affluent communities cited by the PBA.

In fact, the City pleads; there is no "comparable" for it in the second year. No other municipality has the severe problem of being at its practical maximum with respect to property tax revenues. Moreover Buffalo has no reason to forecast a sharp rise in sales tax revenue and the prospect for State Aid is for it to be flat at best. It reports that it has no reserves and it is unlikely that it would be able to borrow money and further, predicts it will run out of cash in June. The comparable contiguous communities relied upon by the PBA, it is argued, are not constrained by the same financial limitations and they can afford increases which are beyond Buffalo's reach. They employ far fewer police officers and are not, according to the City, bumping up against a constitutional tax limit nor are they faced with bond ratings which are in jeopardy. Comparisons with these communities, Buffalo asserts, is truly unfair.

The City urges that the PBA calculation of total compensation for police officers in the comparable communities may be afflicted with computational problems. Moreover it challenges the validity of the assumptions supporting these calculations such as, for example, the subtraction of the cost of health insurance contributions for Buffalo but not for Amherst and Cheektowaga. The City urges that the PBA comparisons are totally selective and should not be considered in evaluating the parties' positions.

Finally, with respect to the salary issue, Buffalo argues that there is no statutory requirement or suggestion that its officers must be paid wages exceeding or equal to those in Amherst, Cheektowaga and Tonawanda. The small margins by which PBA members fall short of their colleagues in these contiguous communities is putatively, not of such magnitude as to outweigh the statutory admonition to accord weight to "ability to pay" concerns. The

City offers that the time to argue for lockstep compatibility will come when the City has recovered financially and is on a sound basis. Future panels can implement the appropriate corrections if and when that happens, but the City urges that the current panel must avoid relying upon comparable practice to award benefits which the City, in its present strained condition, is unable to fund.

The City's first health related proposal (City Proposal 17) grows out of a change in the prescription drug coverage benefits provided by the City's Health Maintenance Organization providers. Prior to the change, scheduled to take effect on July 1,2002, individuals being served by the Independent Health provider paid a $7 dollar per prescription co-payment but, after the change, became obligated to pay a $7/$15/$30 co-payment for generic, brand name, and non-formulary prescriptions respectively. Those covered by the Univera Healthcare paid a $5 co-payment per prescription and the new three-tier prescription rider will assess a $5/$15/$35 per prescription co-payment for generic, brand name, and non-formulary prescriptions, respectively. The City relates that it was informed it could no longer obtain a "single tier" prescription rider and it pleads that as a result it is no longer able to continue the prior benefits of the "single tier" rider. The Employer urges the Panel to recognize that this change is occurring or occurred outside of its control and that it does not accrue to the Employer's advantage in any respect. It seeks a determination from the panel that its continuing obligation is only to provide a prescription drug benefit as offered by the providers. Buffalo seeks a CBA provision insulating it from liability for increased prescription drug co-payments arising out of the implementation of three tier co-payment plans by the providers. The City does not provide an estimate of the increased costs which will arise as a result of the three-tier implementation, but does indicate that it considers the significance of their being insulated from absorbing same to be of a very high order.

A second City health-care related proposal (City Proposal No. 12) would affect employees hired prior to July 1, 2000 who currently pay twenty-five percent of the difference in cost between the second lowest cost HMO and either of the two more expensive plans; namely, Blue Cross and Blue Shield or Community Blue for single coverage, and 15 percent of the difference for family coverage. Employees hired after July 1, 2000 who elect the more expensive coverage, pay 100 percent of the difference and the City proposes that this requirement be extended to all employees irrespective of the date of hire. The Employer advises that this change would reduce its very high health care premium costs by approximately $410,000 per annum. It advises

that only 249 out of 862 bargaining unit members currently subscribe to one of the more expensive coverages. Most of the savings would come from increased contributions by the 179 members who subscribe to traditional Blue Cross and Blue Shield coverage. Their individual annual contributions would rise to nominally $1650 for single coverage, and $2800 for family coverage which the Employer concedes is a substantial burden, the imposition of which is designed to create a significant disincentive to select high-cost coverage.

A third City health-care related proposal (City Proposal No. 13) relates to new hires who currently make no out-of-pocket contribution if they select either of the two lowest price HMO options. The City proposes that new employees henceforth be required to contribute 25 percent of the cost of single coverage, and 15 percent of the cost of family coverage of the lowest price option. Buffalo states the intent of this proposal is to "institutionalize the notion of health insurance cost savings going forward with new employees." Additionally, the Employer believes implementation will strongly encourage employees to select the least expensive coverage. At the present cost level and assuming an average of 20 new employees per year, the City calculates this change would save $14,500 per annum and would grow in successive years to rise to possibly 0.13 percent of wages at the end of five years. The City describes this as a minor concession, and urges implementation proposing that even small incremental savings may not be overlooked in view of its severe fiscal problems.

A fourth City health-care related proposal (City Proposal No. 14) relates to retirees. At present retirees continue to receive HMO coverage without making contributions and in this proposal Buffalo seeks to assess them for coverage on the same basis as new employees, as outlined in the discussion of City Proposal No. 13, supra. Buffalo believes the implementation of this amendment to the CBA would provide savings of about $14,500 per year at the inception with the possibility that it might increase if there were a number early retirements.

IV. Opinion on Salary and Health-Related Issues

The salient consideration in evaluating the Salary and Health related proposals is the question of ability to pay. We believe the Union correctly asserts that Buffalo's financial position as of June 30, 2000 did not preclude the possible adoption of improvements in wages and other terms of employment. The City itself proposed across-the-board salary increases of

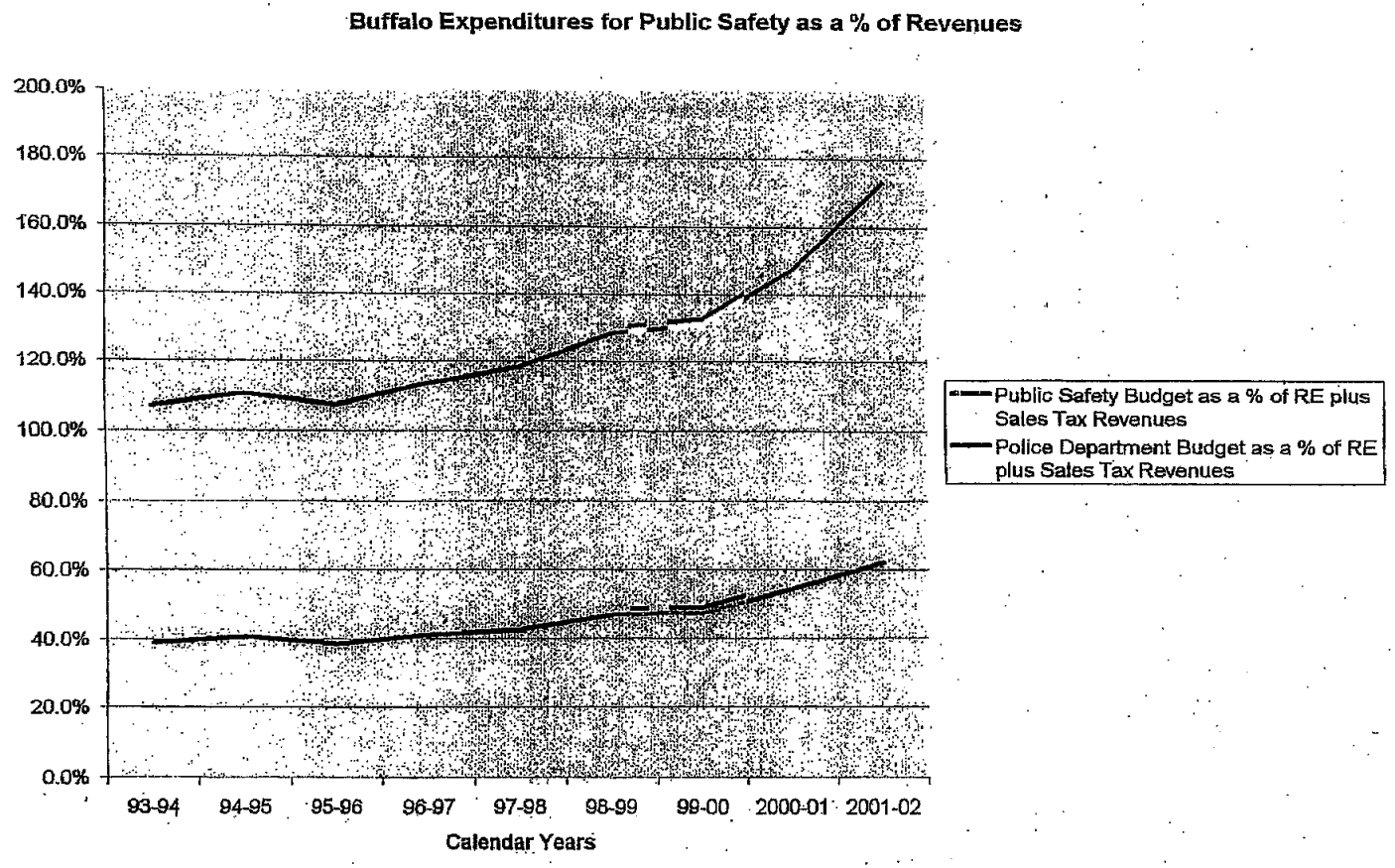
2.5 percent in each of the two years. Subsequently, it budgeted for a 3 percent and 2.5 percent sequence, albeit with the hope and expectation of achieving some reduction in health insurance premiums. However, Buffalo suffered a severe reversal of fortune following the historic disaster of September 11, 2001 which led to a traumatic reduction of $31 million in expected State Aid. This adversely affected both gross revenues and cash flow. The Union understates the magnitude of the "gap" yet to be closed at the time of the last hearing, placing it at $5 million whereas the Budget Director's undisputed testimony placed it at $9 million (the earlier reported sum of $7 million plus an additional $2 million in indebtedness incurred by an unusually severe snowfall). Moreover, undisputed testimony supports the conclusion that the $22 million Board of Education appropriation was not siphoned out of the City's regular revenue stream and therefore, we should not expect a like sum to become available on an undesignated basis in succeeding years because that expenditure was a one-time event.

Cash flow is concerned with the rate of inflow of incoming dollars which is characterized by crests and troughs. When the aggregate inflow at any point in the budget year is not equal to or in excess of the aggregate payments of its obligations, the City is compelled to borrow funds to tide it over by issuing Revenue Anticipation Notes (RANS) or Tax Anticipation Notes (TANS) which indirectly affect its ability to pay by siphoning funds from its revenue stream to finance underwriting and interest charges. The PBA, in its arguments, suggests that the prevalence of an adequate cash flow evidences an ability to pay. In reality, it is more precisely related to how well income and expenditures are coordinated time wise. The true measure of ability to pay is the ratio of the magnitudes of available income to necessary expenditures. Excesses of income over expenses generate surpluses which appear in the fund balance, and the PBA cites the accrual of a $1.4 million fund balance in the 1999/2000 budget year which grew to $9.7 million in the 2000/2001 budget year as persuasive proof of improved fiscal stamina and positively enhanced ability to pay. The Budget Director confirmed that he has consistently striven to increase the fund balance in an effort to provide a margin of reserve to cope with contingencies and reduce dependency upon borrowing to meet cash flow shortfalls. We support the City's assertion that undesignated fund balances are not necessarily available to fund employee benefits. These monies may be required to achieve a balanced budget in the next succeeding year without raising the tax levy. However, even the fund balance is carried forward and regenerated, perhaps with some augmentation, in the succeeding year it continues to contribute to the Employer's ability to pay by reducing underwriting and interest expenses

which might otherwise be incurred. For cities as for individuals, a lender's position is preferable to a borrower's. We are unable to support the implied thesis that an employer's ability to pay has not reached its limit so long as any positive fund balance is being maintained. We take further exception to the Union assertion that the Employer's past claims of inability to pay were without merit as it was able to absorb costs generated by substantial past salary and fringe benefit improvements without adverse effect as in our finding, there has been a significant cumulative effect. This is illustrated graphically in Panel Chart I (page 16) which plots Buffalo expenditures for public safety functions as a percent of its total revenues from real estate and sales taxes. The chart indicates the percentage for the Police Department to have been relatively stable into the 1997/98 budget year after which it began rising at first somewhat modestly and then, rather sharply from 1999/00, the year cited by the PBA as the one in which it received a 3 percent base salary increase and "significant improvement" in longevity pay which was allegedly readily absorbed. The fact is that the Police Department operating costs have risen to now consume nominally 62 percent of the City's total real estate and sales tax revenues. Public Safety costs have risen to level 111 percent of that revenue level. This means that Buffalo, within its present tax structure constraints, would fall short of funds with which to sustain its Public Safety functions if it allocated every penny of tax revenues to Public Safety.

While the foregoing indicates the severity of the City's financial plight, one should not erroneously infer that this unhappy circumstance arises because the PBA has enjoyed lavish increases. That would be far from the truth as the fact is that the total compensation package of Buffalo officers continues

Panel Chart I

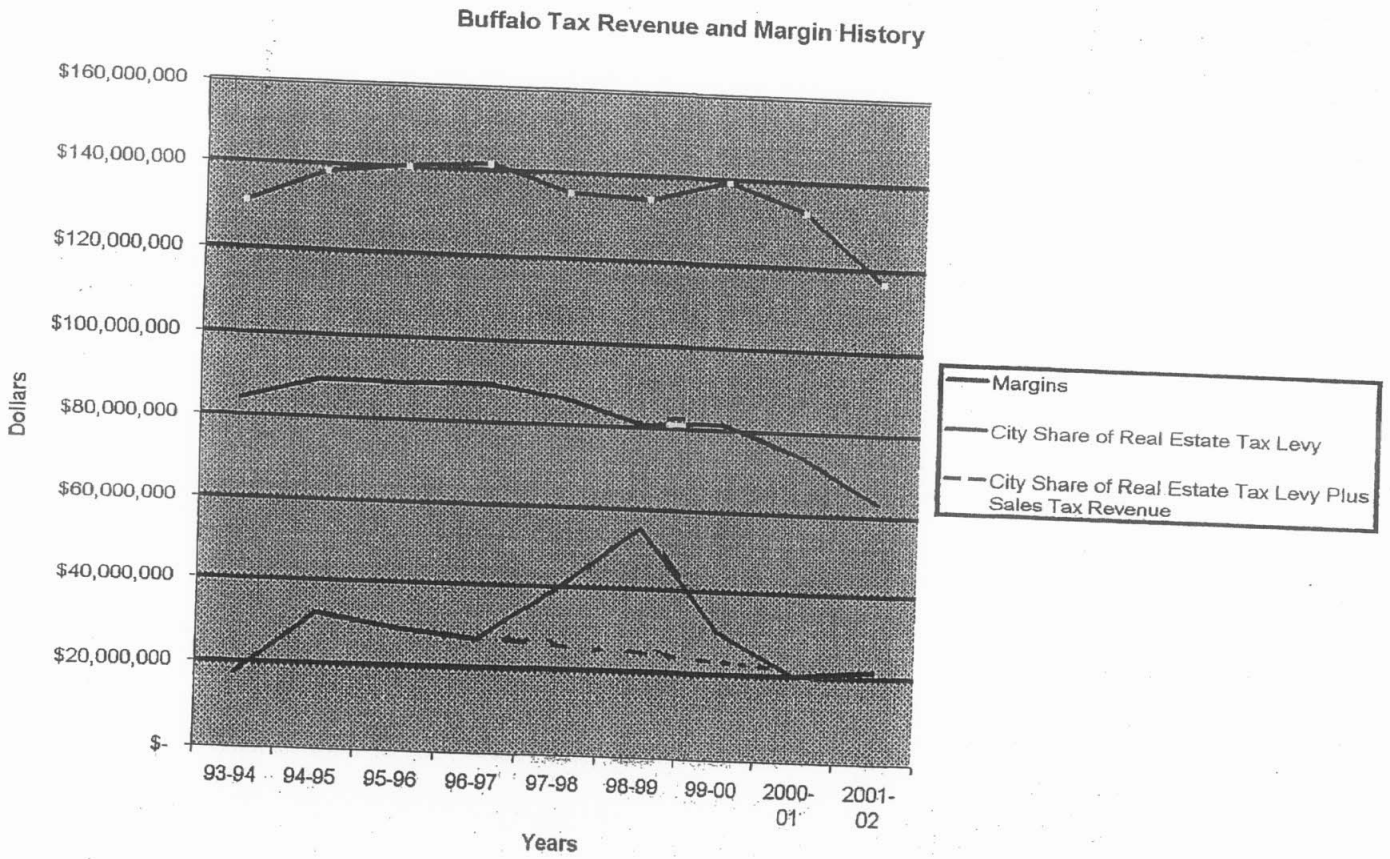


to lag behind those of similarly employed colleagues as it appears to have done historically. Panel Chart II (page 18) plots Buffalo Tax Revenues and Margin levels since 1993. For the recent period in which the sharp increases occurred in Chart I, we find sharp declines in the City's share of the real estate tax levy as well as in its Real Estate Tax plus the Sales Tax revenue. The sharp rise shown in the tax margin plot is misleading as it arises out of a faulty formula issued by New Your State in the 98/99 budget year which was corrected the next year. Were it not for this error the plot would have followed approximately the dotted line between 1996 and 2000.

The most basic and vital employer responsibility is to provide effective Public Safety services. If those services falter, a city will decline and ultimately cease functioning. A city may offer good schools and recreational facilities, but if the public cannot access and enjoy them in safety, they are of little value. The Budget Director in his testimony outlined his "gap closing" procedure in which the Public Safety functions are the last to be exposed to the cost shaving scalpel and it is clear that the magnitude of State Aid circumscribes the City's options. The Mayor's testimony emphasized the City's dependency upon State Aid observing that without it, the City would be experiencing insurmountable difficulties. The record supports that assertion as between 1993/94 and 2000/01, State Aid virtually doubled reaching a level of nominally $123.5 million. In most of that period, the property tax levy hovered around $150 million per annum, but by the year 2000/01 the full value average dropped and the City was compelled to reduce the rate in order to retain the tax margin. It was compelled to repeat this procedure for the year 2001/02. The City continues to be faced with declining fortunes and though everyone concerned undoubtedly hopes the Union's optimistic forecast materializes and enriches the City's coffers, one may not consider that prospect has augmented Buffalo's ability to pay until it is actually realized. Buffalo budget development is a high wire act executed while hovering over insolvency and grasping state aid as a balancing pole. The Mayor testified to his frequent and continuing pilgrimages to Albany to solicit State Aid and it does appear that duty will continue to be a prominent presence in his job description.

We do not concur in the Union view that available money has been concealed in the past and that the practice continues at this time. The Employer may have engaged in a bit of hyperbole, but it is clear that Buffalo has not accumulated obscene fund balances and there has been no suggestion

Panel Chart II



the City has frivolously appropriated funds to other projects which more responsibly should have been devoted to Public Safety.

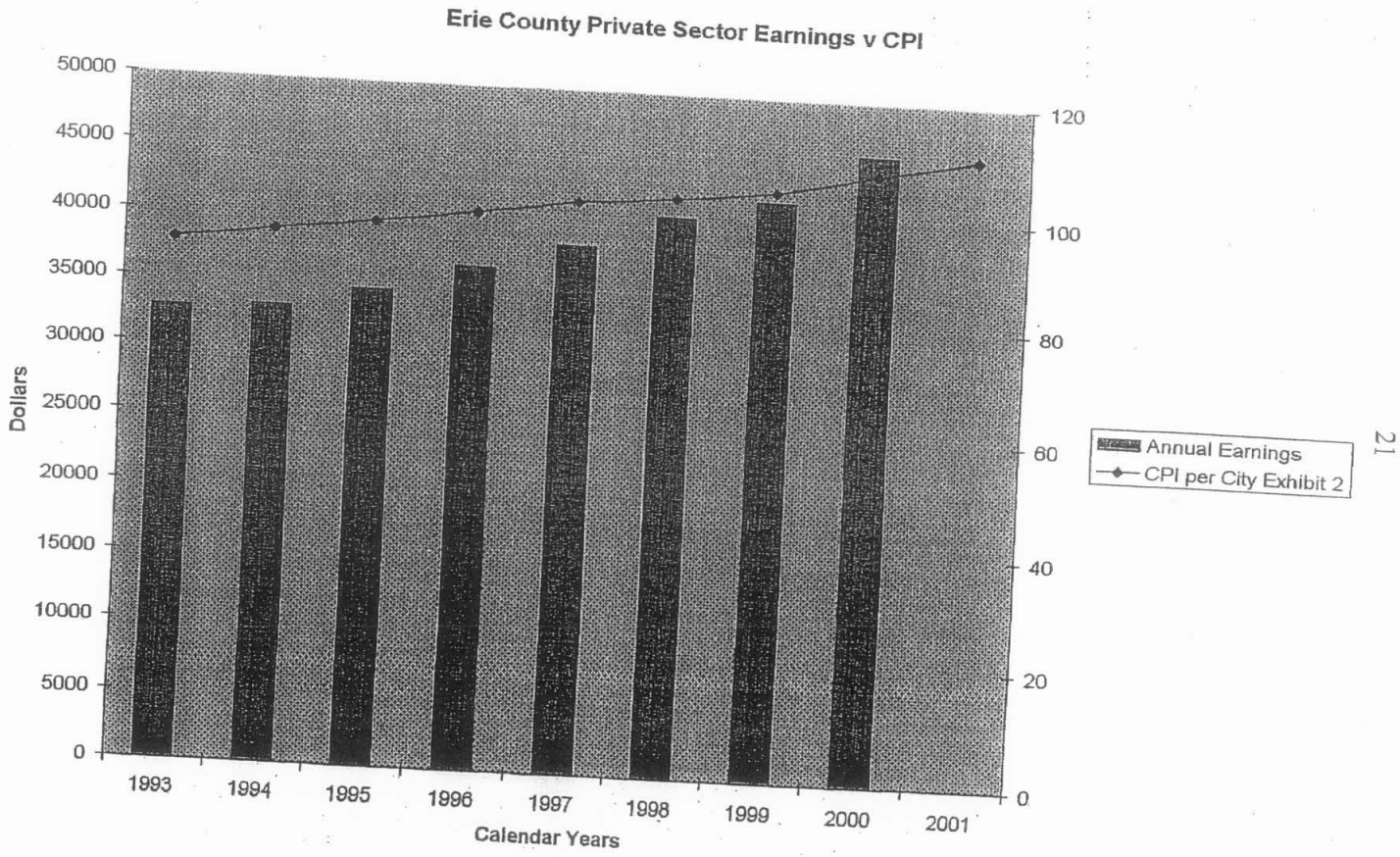
The City had reserved funding of $1.7 million to support a 3 percent increase in the first year, and $3.28 million to fund the carry forward of the 3 percent plus an additional 2.5 percent increase in year two. These monies were in the budget data presented to the panel when the Financial Statement as of June 30, 2001 (City Exhibit 10) was introduced, showing an undesignated, unreserved fund of $9.7 million. $2.7 million of that amount had already been allocated to the second-year in the process of "gap" closing for that year. The remaining $7 million was allocated to the third year, a year which lies beyond the jurisdiction of this panel. While City Exhibit 7, which is in evidence, does discuss the third fiscal year, its inclusion in the document is not the equivalent of a budget presentation which has been subjected to adversarial examination and debate. The allocation of $7 million into the third year may well have been prudent and executed without intent to conceal but the fact of its transfer beyond the term of the Panel's jurisdiction nonetheless here presents an impediment as the implementation of our Award will necessarily occur during the third year. By way of illustration, we refer to the $31 million loss of State Aid in the second-year. $19 million of that sum was attributed to a loss of "spin-up", a term which refers to the practice of permitting a municipality to book an allocation forthcoming in the next fiscal year in the immediately preceding fiscal year. At some point in history, Buffalo was first authorized to do this and in that year $19 million was booked twice. If no further action were taken, $19 million would not have been forthcoming in the next year with payment on schedule being reinstituted in the third or next occurring year. However, that did not occur, presumably because the City could not do without the $19 million in the second-year, as another "spin-up" was authorized. That procedure continued sequentially until the cutback was implemented in the 2001/02 budget year. The Mayor, under cross-examination, was asked whether the 2001/02 withholding represented a permanent revocation of the benefit or merely an action which would synchronize payments with the budget year in which they actually become due. The witness responded that he was not certain about whether the payments would be restored on a timely basis or were being permanently withdrawn and further opined that he thought the latter likely to be the case. Clearly, the restoration or non-restoration of the former "spin-up" may be very significant but since it would presumably occur during the third year, this Panel would be unaware of it and both unable and unauthorized to factor it into its thinking.

As we comprehend it, the statutory requirement to weigh-in "ability to pay" does not imply a binary choice between "pay" and "no pay". We perceive we are obligated to limit the magnitude of costs to maintain them within the Employer's reasonable reach whereas comparability, standing alone, would justify greater payments. This could of course lead to awarding a zero increase but that is clearly only one option in the matter at hand. We have considered that option but sought to identify other possibly more equitable solutions consistent with respecting the fiscal straitjacket encasing the City.

We are directed to consider among others, prevailing working conditions and earnings in private employment in comparable communities. Panel Chart III (page 21) plots the relationship between Erie County private sector annual earnings and the CPI U for Erie County per City Exhibit 2. This indicates that the earnings of private sector employees have not only kept pace with the CPI, but actually rose at a slightly higher rate in the last several years. Again relying upon City Exhibit 2, and viewing the first and second years retrospectively, we find CPI increases of 3.6 and 3.1 percent respectively. We note also that the average wage increase of the contiguous Towns for the first year was nominally 3.2 percent but there are no data in the record relating to the second-year. Panel Chart III includes all the private sector and all the Erie County communities, some of which are affluent. Buffalo regrettably, is not among them, and it is a harsh economic reality that employees share in the poverty of their employer. The PBA members have lagged behind similarly employed colleagues in more affluent communities, and it is surely not realistic to expect that those differentials can be narrowed in a period when the jurisdiction is withstanding a $31 million reduction in State Aid. The significance of this reduction becomes sharply defined when one considers that the scheduled State Aid equaled more than twice the City's revenue from the property tax levy. We have sought to devise a proposal which will only minimize any broadening of the compensation differentials without exceeding Buffalo's ability to pay.

We have established that the City continues to hold in reserve sufficient funds to support a 2.5 percent increase in the second-year but has not reserved any money to fund an increase in the first year. We conclude an equitable resolution of the salary aspect can be reached by awarding a 2 1/4 percent increase in each of the two years.

Panel Chart III



Accordingly, our award will provide as follows:

1. **Effective July 1, 2000, all salaries shall be increased by two and one quarter (2 ¼%) percent.**
2. **Effective July 1, 2001, all salaries shall be increased by two and one quarter (2 ¼%) percent**
3. **The following chart (page 23) shall be appended to the Agreement:**

SALARIES EFFECTIVE 07-01-2000 & 07-01-2001

RANK	2.25% 07/01/2000	HOUR RATE 07/01/2000	2.25% 07/01/2001	HOUR RATE 7/01/2001
POLICE OFFICER STEP 1	$36,944	$18.97	$37,775	$19.39
POLICE OFFICER STEP 2	$40,196	$20.63	$41,094	$21.10
POLICE OFFICER STEP 3	$43,442	$22.30	$44,419	$22.80
POLICE OFFICER STEP 4	$46,691	$23.97	$47,742	$24.51
POLICE OFFICER STEP 5	$49,948	$25.64	$51,072	$26.22
DETECTIVE	$51,774	$26.58	$52,939	$27.18
ASSIST. RADIO DISPATCHER & POLICE PHOTOGRAPHER	$53,559	$27.49	$54,755	$28.11
DETECTIVE SERGEANT	$54,152	$27.80	$55,370	$28.42
POLICE LIEUTENANT & POLYGRAPH EXAMINER	$57,533	$29.69	$59,134	$30.36
ASSIST. CHIEF OF DETECTIVES CHIEF OF ADMIN. SERV. & POLICE INSTRUCTOR	$61,914	$31.78	$63,307	$32.50
CHIEF OF HOMICIDE & POLICE CAPTAIN	$66,259	$34.01	$67,750	$34.78
CHIEF OF DETECTIVE & POLICE INSPECTORS	$72,911	$37.43	$74,551	$38.27

Our focus at this juncture is on the funding of the 2 1/4 percent awarded for the first year. Each 1 percent of salary aggregates to $571,000 per annum. Hence, the cost of financing a 2 1/4 percent increase will equal nominally $1,285,000 for a each of the two years. It may be necessary to fund this increase through staff reduction to effect an offsetting saving. Utilizing the

Budget Director's figure, of $60,000 per year per position, this would lead to a reduction of 21 positions. Thus, the choice we perceive is between retaining a force of nominally 815 officers who are likely to respond to a zero salary adjustment with diminished morale and esprit de corps, and retaining a force of nominally 790 officers whose resentment against a compulsion to work harder may be mollified by the knowledge that the employer has, under extremely difficult circumstances, attempted, with less than complete success, to maintain their compensation status vis-à-vis colleagues in the region at large. We recognize that this poses a dilemma. Neither choice is a happy one and reasonable people may readily differ in identifying the less desirable option. We believe a lay-off, should it be required, though not always desirable, is the preferable course of action at this point in this situation. Beyond helping to maintain morale, it encourages the parties to innovate and devise productivity improvements. The increases enjoyed in private employment in Erie County (Panel Chart III) undoubtedly reflected the impact of productivity improvements. Employees should be aware that productivity improvements in their employment situations may help to support wage and salary improvements. We acknowledge the limitations of this option, as severe staffing reductions are prone to create demands for more overtime and therefore become counterproductive.

We face a second problem in adopting this remedy is that staff adjustments may not be retroactively applied, and the two-year term of this panel's jurisdiction has already expired. As noted earlier, the retroactive first-year salary amounting to nominally $2.57 million will need to be paid in the third year in addition to the monies reserved to pay a 2.5 percent second-year increase. We are not privy to the resources which may be available in the third year and we acknowledge that if the cost is to be offset solely through staff reductions, it may be necessary to borrow. Such action would be in lieu of seeking sharper staff reductions in an effort to recoup funds required to discharge an obligation incurred over a two-year period in a shorter period of time.

The PBA proposes (PBA Proposal 14) that the City commence providing fully paid major medical coverage and all existing riders upon retirement. We deny that proposal as, at best, only a very small margin of ability to pay is available, and it should be allocated to higher priority proposals.

The second health-related PBA proposal (PBA Proposal 15) is for the upgrade of the GHI Spectrum One Plan to the GHI Preferred Plan. We support this proposal with an effective implementation date of June 29, 2002. The cost of this upgrade is just shy of $300,000 per annum and is therefore the equivalent of nominally 1/2 percent of salary. The City has prepared for a 2 1/2 percent increase in the second-year and as we have awarded 2 1/4 percent, there exists a residual 1/4 percent which may be employed to defray half the cost of the dental program upgrade. There is, of course, no retroactive cost associated with this benefit as it functionally takes effect with the inception of the third year. The Award will provide for the inclusion of the following in a successor CBA:

Article XXI, Section 21.3 Dental Insurance

Amend paragraph one to read as follows:

> **Effective June 30, 2002, the City shall provide, at no cost to the employee, GHI preferred Dental Coverage.**

The City's first health-related proposal (City Proposal 17) is to be insulated from responsibility or liability to absorb costs arising as a result of the implementation of the "three-tier" prescription drug rider by the HMO providers. The purpose of co-payments is to sensitize consumers to the cost of services and products thereby to encourage prudent purchasing where possible. It is therefore appropriate to burden consumers with increased co-pay charges. We therefore support the City's petition and the Award will provide for the inclusion of the following in the successor CBA:Article XXI Section 21.1

Add fourth paragraph in blue book (7/1/86-6/30/88) CBA to read:

> **Effective June 30, 2002, changes in the co-pay prescription drug requirement arising out of implementation of the three-tier prescription co-pay provisions by the HMO (Health Maintenance Organization) health care providers shall be the responsibility of the individual subscriber.**

There is a second outstanding issue relating to the co-payment change which is limited to coverage provided by the Univera HMO plan which scheduled its adoption of the three-tier arrangement on July 1, 2001. This change precipitated a grievance against the City by the PBA which is currently awaiting resolution in arbitration. This award will provide for the withdrawal of that demand for arbitration and ceding adjudicative responsibility to this panel as a matter of retained jurisdiction.

The PBA shall withdraw its demand for arbitration concerned with possible co-payment responsibilities of subscribers to the Univera HMO plan for the period commencing July 1, 2001 to June 30, 2002 with adjudicatory authority over that matter being ceded to this Panel as a matter of retained jurisdiction.

Article XIX, Section 19.1 – Uniform, Equipment, and Maintenance Allowance

19.1 Allowance

Effective July 1, 2001, the City shall pay an annual uniform allowance of One Hundred and Fifty ($150) Dollars. Such payment shall be made on or before September 30th of each year.

Buffalo's second health-care related proposal (**City Proposal 12**) is to require all employees subscribing to the more expensive options to pay 100 percent of the difference between the cost of that option and the second lowest cost plan. This would affect employees hired prior to July 1, 2000 who are now contributing only 25 and 15 percent for individual and family coverage, respectively. The added charge would be the equivalent of a 3 to 4 percent pay cut an affected employees. We believe that would be inequitable and the proposal is denied.

The City's third health-care related proposal (**City Proposal 13**) is for newly hired people, who currently make no out-of-pocket contribution if they opt for coverage under the two lowest price HMO plans, be required to contribute 25 percent of the cost of single coverage and 15 percent of the cost of family coverage of the lowest price option. We support the City to the extent of implementing this requirement for the first four years of

employment after which the benefit will be provided on the same basis as for people employed prior to the implementation of this new provision. Accordingly, our Award will provide for the inclusion of the following in the successor agreement:

Article XXI- Section 21.1

Add the following provision

> **All employees hired on or after June 30, 2002, shall pay twenty-five (25%) percent of the monthly premium for the "core coverage" for individuals and fifteen (15%) percent of the monthly premium for the "core coverage" for family coverage. "Core coverage" is understood to consist of the least expensive Medical Insurance Option available at the time of hire. If a new hire elects enrollment in one of the more expensive plans, he/she will contribute in addition to the foregoing, one hundred (100%) percent of the difference between the cost of the selected plan and the cost of "core coverage".**
>
> **Upon completion of four (4) years of service, with anniversary dates being calculated on the same basis as for longevity entitlements, an employee's coverage shall become the same as for employees hired prior to June 30, 2002.**

The City's fourth health-care related proposal (**City Proposal 14**) would require new retirees who heretofore continued to receive HMO coverage without making contributions to commence doing so on the same basis as new employees. We believe the proposal violates at least an implied social contract between the retiree and the City under the terms of which the retiree rendered service with the reasonable expectation that he/she would be provided fully paid HMO coverage in retirement. We therefore deny the proposal.

V. Other Proposals Included in Award

Funeral Related Expenses (PBA Proposal 9)
The Union has petitioned for a provision which would obligate the Employer provide as much as $15,000 to be used for funeral-related expenses incurred in connection with the interment of an officer killed in the line of duty. In such tragic circumstances the parties are partners in grief and we think it appropriate that their partnership extend to funding a tribute. This panel provides for the establishment of a jointly-funded reserve of $25,000 to be funded by equal contributions by the Employer and the Union. Accordingly, the successor Agreement shall be amended to include the following:

Article XXXI- Funeral Expense Fund

> **The City and the PBA shall establish a Funeral Expense Fund of twenty-five thousand dollars ($25,000) to be used to defray funeral expenses and directly related costs which may be incurred in the interment or in paying respect to an officer killed in the line of duty. The City and the PBA shall contribute to the Fund with payments of twelfth thousand five hundred dollars ($12,500) each which Fund shall be administered by the PBA. The money shall be maintained in a separate interest-bearing account with the Police Credit Union. The PBA shall promptly advise the City of any withdrawal from the fund and shall provide accounting upon request. Expended funds shall be replenished by the City and the PBA with equal contributions by each, within thirty (30) calendar days following disbursement. Any dispute regarding the Fund shall be submitted to expedited arbitration.**

Longevity Allowances (PBA Proposal 8)
PBA proposes an officer become entitled to a pro rata share of his/her longevity allowance in his/her final year of service where employment terminates efore the individual's anniversary date. We conclude the proposal

is supportable only as it relates to severance occasioned by retirement. This does not impose a cost burden on the City as an individual delaying until his/her anniversary date would collect the full increment. More significantly however, a retiring senior officer who may be drawing over $2,000 per annum in longevity allowance will be replaced by a new recruit who at that moment will not have qualified for a longevity allowance. The granting of this proposal should in fact provide Buffalo with a small annual saving and the successor Agreement shall be amended to include the following:

Article XXIII (E)- Longevity

> **Effective July 1, 2001, an Employee who is retiring on an effective date prior to his/her anniversary date, shall receive longevity pay pro rated on a monthly basis to be calculated by multiplying one twelfth (1/12 th) of the full annual entitlement by the number of fully completed months of service commencing with his/her anniversary date and concluding with the effective date of retirement.**

Uniform Maintenance **(PBA Proposal 11)**

The expired Agreement provides for the payment of $100 per annum to be used for the care and cleaning of uniforms. PBA pleads that this allowance is grossly inadequate, having become effective in September 1989. The PBA proposes an increase to $675 per annum and seeks to justify its proposal on the basis of comparable practice in other jurisdictions. The City contends this money is intended only for washing and cleaning of the Officer's uniform and that it is therefore, entirely reasonable. The City asserts the PBA Proposal would add about $565,000 to its annual cost which is the nominal equivalent of 1 percent of wages. A panel majority does not subscribe to the notion that an allowance established in 1989 continues to be "entirely reasonable" but neither can we subscribe to the Union proposal which is clearly much too costly. We have settled on a nominal adjustment of $50 raising the allowance to $150 per annum effective July 1, 2001. This will add a modest $40,000 per annum to be accommodated in a budget of over $70 million. Accordingly, the successor Agreement shall be modified to state as follows:

Article XIX, Section 19.1-Uniform, Equipment, and Maintenance Allowance

19.1 Allowance.

Effective July 1, 2001, the City shall pay an annual uniform allowance of One Hundred and Fifty ($150) Dollars. Such payments shall be made on or before September 30th of each year.

***Paychecks* (PBA Proposal 12)**

The Union proposes that each officer's paycheck be placed in a sealed envelope prior to distribution in order to prevent disclosure of confidential information to anyone viewing the table on which the checks are deposited for pick-up.. The City maintains the PBA has not shown a true need for this change which would require the City to either purchase new equipment or hire an additional employee to perform the function, neither of which it can afford. The panel concurs in the assertion that an officer is entitled to confidentiality and that personal information appearing on the deduction stub may breach that entitlement. We have further determined that the stub may be folded over and stapled concealing the personal information while leaving the payee's identification fully visible. The successor Agreement will therefore provide for the delivery of paychecks with the stub folded and stapled or otherwise secured. Accordingly, the successor Agreement shall incorporate the following:

Article II, Section2.1 (G)

Pay checks shall be delivered with the flap folded and stapled to conceal the amount of the check and deductions and the nature thereof.

***Detailing* (PBA Proposal 18)**

Detailing in the present context refers to the practice of assigning an officer outside of his patrol district.. While some detailing has long been

permissible, Buffalo sought to broaden the number of permissible conditions for resorting to detailing. The Union opposed any extension of the Employer's options, contending it would be used to make long-term assignments and implement wholesale transfers instead of maintaining staffing levels. This issue was addressed in very substantial detail in an Award by a Compulsory Interest Arbitration panel (PERB Case No IA 96-035; M 96-297) chaired by Robert Rabin which is referred to as the Rabin Award. This Award denied the City the absolute right to detail officers between Districts, but it did extend the City's options in recognition of the need for greater flexibility in the deployment of its personnel. The Award delineates specific guidelines for detailing officers of any rank between Districts. The Award further specifies that the language provided is to constitute a provisional solution under which the City's utilization would be monitored and provide a basis for proposed future changes admonishing any future interest arbitration panel to "consider the parties' experience with this language."

The PBA claims the City has abused the provision and has been found to have done so in a grievance arbitration before Arbitrator Pohl. It advises that more than 5,000 grievances have been filed and it petitions the present panel to rescind the Rabin provisional award. The City argues that the Rabin Panel's determination evolved after extensive argument in the hearing process and later in executive session. It argues that it was well understood that the City's effort was aimed at improving its ability to allocate manpower and reduce overtime expenses. If further charges that the PBA has consistently opposed expanding the detailing rights in an effort to increase overtime opportunities and of course, attendant costs. The City acknowledges that 1,561 grievances have been filed but asserts that the primary dispute is over the purpose of the detailing and argues that the filing of grievances is not, in and of itself, evidence of abuse. It argues that the one case brought before an arbitrator led to a ruling in the City's favor and pleads that if the City were to lose or be curtailed in its ability to deploy manpower, most likely, shortages in certain districts would need to be filled on an overtime basis or be neglected. Buffalo argues that it cannot afford more overtime and it should not be expected to neglect its responsibilities.

The single arbitration decision to which both parties refer appears in the record as PBA Exhibit 9. In it arbitrator Pohl did deny the grievance on the basis that there was insufficient evidence from which to conclude the City violated either the CBA and/or the Rabin Interest Arbitration Award. The

fundamental difficulty, as we perceive it, is that the Rabin Award has not been tested in arbitration despite the fact that more than 1500 grievances await adjudication. This problem arises because the parties' arbitration process has broken down. This panel is not empowered to address the problem but it is obvious that it is sorely in need of attention. Other issues before us were denied basically because the proposals relating thereto presumed an access to a working arbitration process. It is important for the parties to establish a resurrected effective and efficient arbitration process. In dealing with the detailing problem we do not find sufficient support for revocation of the Rabin provisional language. Arbitral resolutions of but a few of the 1500 grievances should, we believe, flesh out the skeletal provisions of the provisional language. We therefore urge the parties to re-establish a working arbitration system and hold that the Rabin provisional language should be extended in full force and effect in the successor Agreement.

The Rabin Panel Award respecting Detailing shall be preserved on the existing provisional basis in the successor Agreement.

Overtime Procedures **(City Proposal 16)**

Under the expired Agreement overtime must be offered to Captains or Inspectors on a seniority basis. The Employer contends this limits effective supervision as for example where there may have been a homicide requiring the call-in of a Captain and the City would be required to call-in the most senior Captain rather than the homicide Captain. Similarly, if there is a special situation in a particular district and the overtime involvement of the Inspector is required, the City cannot call-in the Inspector from that district unless he/she coincidently happens to be the most senior Inspector. Rather, the City is required to offer the overtime to the senior Inspector from another District in the City who will not subsequently be involved with the problem.

The Union protests, stating that it has gone to arbitration several times to enforce the relevant provision in the expired Agreement and claims that Buffalo has yet to pay the grievant, a command officer, pursuant to the last award. The Union charges the City Proposal would serve to give the Commissioner of Police total discretion in awarding overtime. It insists the provision which the City proposes to change has been in the CBA since at least July 1, 1986 and it ensures that senior officers, if available, are given the first opportunity to work available overtime -- a fair and workable

procedure. The more important assurance, it elaborates, is that it thwarts Commissioners from rewarding friends to the detriment of others.

We find the City's logic to be compelling. Relying upon seniority as a sole and absolute standard for assigning senior officers; namely, Captains and Inspectors who are the department's functional chiefs, without regard to specialties and regular assignments indisputably impedes efficient operation and we support the City's proposal in principle. Accordingly, the successor Agreement shall include the following:

Article II, Section 2.6 (l)

> **In the event the Commissioner of Police determines overtime is required for the Chief of Detectives, Professional Standards Division Inspector, Professional Standards Division Captain, Major Cases Unit Captain, or Narcotic Captain in their respective assignments, the available overtime shall be first offered to said individual. Said individual(s) shall not be eligible for any other rank overtime unless all other eligible individuals have declined the opportunity to work that overtime.**
>
> **Except as provided above, in the event of the necessity to replace a Captain or Inspector, the most senior officer, of the rank to be filled within the assignment, shall be given the first opportunity to work overtime, and said opportunity shall likewise pass through the applicable rank based on seniority. If the overtime is not accepted pursuant to this Section, the least senior officer within the applicable rank shall fill the vacancy.**

The terms "in their respective assignments" and "within the assignment" are intended to lead to the distribution of overtime consistent with the following illustrative and non exclusive examples:

When an overtime need arises related to a homicide, it should be assigned to the Major Crimes Unit Captain; if related to a narcotics operation, the narcotics Captain should be assigned ; if the assignment is

in "C" District, it should be filled by the Inspector in "C" District; if a meeting is called with citizens of "A" District to address concerns about a crime wave there, the "A" District Inspector should be assigned. If "B" District is building a new headquarters, the "B" District Inspector should be assigned overtime required to attend a meeting relating thereto.

VI. Disposition of Other Proposals before the Panel

Death Benefit (PBA Proposal 2)
The PBA proposes a substantial increase in the $25,000 double indemnity life insurance coverage Award by a prior panel (Cugali) in the event of a Line of Duty death..

We find the provision in the expired Agreement to be reasonably comparable to prevailing practice elsewhere. We decline to support this proposal which would unnecessarily add to the Employer's cost burden. The proposal is denied

Shift Differential (PBA Proposal 3)
The PBA proposes that the present night shift differential of 15 cents per hour be increased to 5 percent of the hourly rate.. It argues that the present allowance has been in effect since 1986, and is clearly deficient. The City responds that the Union Proposal would add $725,000 per annum to its costs.

We find more generous shift differentials to be in effect elsewhere but in a period of austerity, we do not view this as a high priority item and are not disposed to add to the Employer's cost burden. The proposal is denied.

Vacations (PBA Proposal 4)
The PBA proposes an increase in vacation time, and further that employees be permitted to take vacation in half-day units. It argues that Buffalo officers currently receive substantially fewer vacation days than do counterparts in Amherst and Cheektowaga. The City responds that Buffalo officers work a ten-hour day on a 4-on/3-off/4-on/4-off cycle under which they may already take three scheduled off-days plus 4 vacation days plus 4 scheduled off-days, thereby enjoying 11 sequential days off the job, while drawing down only four vacation days.

We find that other jurisdictions do provide longer vacation time. But we also find that Buffalo while lagging behind Rochester in early years,

compares favorably in later years. In comparison with Syracuse, Buffalo lags for the first 10 years, but surpasses thereafter. Moreover we find merit in the City's point that the ten-hour shifts and cycles results in an officer working approximately 195 days per year and receiving 170 days off from work, whereas people working traditional eight-hour five-day weeks work 260 days per year and receive only 105 days off. We are persuaded that Buffalo officers enjoy a distinct advantage in that they receive 65 more days off per year than people working a more conventional eight-hour five-day week. In light of that consideration and the City's limited financial resources, we conclude this proposal should be denied.

Settlement of Disputes **(PBA Proposal 5)**
The City urges that the Panel is barred from considering this proposal pursuant to PERB Order 089.

The Panel concurs and as noted earlier declines to consider this proposal.

Group Life Insurance **(PBA Proposal 6)**
This proposal differs from PBA Proposal 2, supra, in that it relates to any death but PBA relies upon the same arguments employed in the earlier proposal.

The panel denies this proposal on the same basis as in a case of PBA Proposal 2.

Vacation Increments **(PBA Proposal 7)**
The PBA proposes that an officer be permitted to take vacation days in five hour increments and further that officers be provided the option of converting unused vacation time and personal leave time to sick leave accumulation.

We deny the latter two on the basis that they were not discussed or debated in the hearing process, and we deny the former on the basis that we have already found the vacation provision not to be inadequate.

Education Stipend **(PBA Proposal 10)**
The PBA proposes extensive improvements in educational allowances on the basis of comparable practice. The City argues that this would add nominally $556,000 to its educational stipend costs, nearly doubling the present expenditure.

The Panel, while believing education monies to be well spent, agrees that it cannot support an increase in this item at a time of austerity and the proposal is denied

Holidays (PBA Proposal 13, City Proposal 6)
The PBA proposes increasing the 60 hours of holiday pay provided under the expired Agreement to 120 hours per annum on the basis of comparability with comparable communities. This benefit was achieved in the Rabin Award which added 12 hours of holiday pay to prior practice. The City proposes revocation of the Rabin toward and reverting to pay straight time for the designated holidays for employees on active-duty on the payroll at the time of the specified holiday while excluding entitlements by persons on leave of absence, suspension, or administrative leave. Buffalo estimates it would save $270,000 per annum through adoption of its proposal. In proposing revocation of the Rabin panel's modification, the City is in effect proposing a wage cut. The Union, on the other hand, in seeking additional hours, is seeking an added wage increase.

We have earlier addressed and exhausted the wage topic and at this juncture deny both parties' proposals.

Defense of Criminal Charges (PBA Proposal 16)
The PBA proposes the addition of a provision under which an officer accused of engaging in criminal conduct that allegedly occurred in the course of performance of his/her duties and where thereafter the charges are favorably disposed of, shall be entitled to reimbursement for attorney fees, disbursements and other litigation expenses. The City opposes the proposal stating that could be very costly and that it would impede the City's own investigatory procedures which would generally be involved in reaching a decision to seek indictments.

The Panel was initially, favorably disposed toward this proposal but, in executive session, concluded the matter was more complicated than initially understood. Furthermore, it presented potential administrative problems for which solutions were not readily apparent. This proposal is denied.

Sick Leave Sell Back (PBA Proposal 17)
The PBA seeks to increase the number of unused sick leave days which an officer may sell back upon retirement. It bases this proposal on cited prevailing comparable practice. The City opposes the proposal which, if

adopted, would allegedly more than triple the existing cost of sick leave buyback.

The Panel views sick leave arrangements to be insurance policies which ensure employees against salaried losses for a specified total number of days when they are unable to work due to illness. The Employer is a self insurer and like any insurer, it does not anticipate that every covered individual will make a claim, let alone a maximum claim. Buyback practices have evolved out of a desire to dissuade workers from abusing their entitlements and, regrettably, they have grown into a common practice. But that does not alter the fact that a sick day entitlement is not the equivalent of a vacation day entitlement. Especially in the present circumstances where we have bumped up against the limits of ability to pay, this proposal must be denied.

Disability Retirement **(PBA Proposal 19)**

The PBA is seeking for all officers granted accidental retirement pursuant to the Social Security provisions as a result of disability incurred in the performance of duty, continued supplemental payment by the City to maintain income at full salary and benefits until such time as he/she reaches mandatory service retirement age. This is a benefit enjoyed by Buffalo Fire Fighters and the Union argues that its members should be entitled to the same benefits as other public safety employees. The City reiterates that it cannot afford to pay individuals who are not working when it is struggling to pay current offices who are working their salaries and benefits. It further urges that the State Retirement and Social Security programs provide for accidental retirement, and that the City contributes significant sums to the State Pension Fund to finance those protections.

The Panel views it as not entirely fair and probably unfair, to deny a police officer a benefit which the City provides and presumably recognizes to be justified, to firefighters. However, upon determining the potential cost of this benefit, we were dissuaded from a more thorough review of the merits as we concluded the likely costs are substantial and irrespective of merit, place the provision out of reach at this time.

Work Schedules **(PBA Proposal 20)**

The PBA is seeking a changed work schedule through the implementation of a 4-on/4-off/ 10 hour schedule. It argues that the City is refusing to increase pay and is proposing give-backs and that the officers therefore, should not have to continue to work the current schedule. The adoption of the proposed schedule would reduce annual work hours but, the Union contends, it would

have very little impact on the patrol district. The City disagrees that this would have very little impact, claiming that the adoption of the proposed schedule would reduce the schedule workdays to about half of the days in a year. The employer contends the new schedule would add over $104,000 worth of lost time to the department's burden and would be the equivalent of a losing 55 full-time officers.

The Panel first holds that the Union's fundamental rationale is flawed as the officers are in fact receiving some added benefits and have been spared proposed give-backs. Secondly while there may be some unproductive redundancy arising in the existing scheduling arrangement, the answer in our view is to find productive uses for that time. This proposal is denied.

Conferences **(PBA Proposal 21)**

The PBA states it here seeks to formalize an understanding it is supposed to have in effect insofar as notification provisions are concerned. The term "conferences" refers to supervisory discussions perhaps bordering on discipline and the Union asserts it should be notified within 24 hours if an officer has been "conferenced" along with details about what transpired.
The City asserts a conference is not considered to be disciplinary action and there is no compelling need for the Union to know of any conference within 24 hours. Moreover, the Employer maintains, there is no compelling reason for notifying the Union since there is no impediment to the affected officer doing so if he wishes to invoke Union involvement. In fact, the Employer claims, there may be instances where the member chooses not to share this information with the Union.

The panel finds the City's argument that the affected officer is free to communicate information to his Union most persuasive, and the proposal is denied.

Indemnification **(PBA Proposal 23)**

This proposal is similar to PBA Proposal 16, Defense of Criminal Charges, but it here seeks reimbursement of PBA incurred costs. Proposal 16 has been denied and the present matter is disposed of similarly.

Messages **(PBA Proposal 24)**

This proposal is for a provision barring the Department from internally publicizing pending disciplinary actions or circulating information on actions taken against an officer except on a "need to know basis". The City

maintains the officer is already protected by New York State Civil Rights Law section 50-(a), and that the City is legally bound to comply with that section.

In reviewing this matter, we conclude the parties do not truly disagree. We therefore take no action on this proposal

Salaries and Hours of Work (City Proposal 1)

The City proposes to change work schedules of the shifts of each of 3 separate groups; namely, (1) Captains and Inspectors, (2) Detectives, and (3) Personnel assigned to headquarters. In each case it seeks to convert from the 10 hour 4-3/4-4 schedule which requires 1946.6 work hours per year over 195 days to an 8-hour work day on a 5-2/5-2/4-3 schedule which would also constitute 1946.6 work hours per year but spread over 243 rather than 195 days. In each case, the Employer argues that the affected employees are assigned to duties which regularly require them to interact with other agencies or community groups working the more typical five-day 8-hour schedules. The fact that they are on duty when they are unable to contact and work with these other persons because they are on duty at times which do not coordinate with the conventional workdays, is said to create delays and inefficiencies, The police personnel cannot effectively be deployed when their contacts are unavailable.

We are firmly inclined to support the City's proposal in that we view the implementation of enhanced productivity to be vital to the long-term interests of both parties. We have proposed adoption of the City's proposal, contingent upon the payment of a salary differential to compensate the affected employees for reporting to work on approximately 48 more days per year than was required when working the 10 hour schedule. We had proposed a 5 percent differential which the Employer rejected advising that it views any requirement for a differential to be unacceptable, but contends the schedules should be interchangeable without further salary considerations because both require the same number of work hours (1946.6) per year. Yet, the City in its opposition to PBA Proposal 4, Vacations, offered a most persuasive argument in asserting that the 10 hour schedule is a very valuable benefit as people working that schedule are required to report on only 195 days per year as opposed to 243 days as do people working a normal 8 hour five-day schedule. Buffalo emphasized that 10 hour people can readily and repeatedly enjoy 13 sequential days off duty while having only 40 hours charged against their vacation entitlements.

However, in promoting its Proposal 1, the City denies that days work per year should be the standard and proposes that the more rational standard should be hours worked. This is a complete reversal of its prior persuasively argued rationale and we are constrained to conclude that a petition to switch personnel from the 10 hour schedule to a five-day 8 hour schedule without providing some differential in recognition of the diminished benefit must be denied.

Salaries and Hours of Work (City Proposal 2)

The City is seeking contractual license to adjust manpower levels four times per year where it is currently restricted to making such adjustments only once per year. The City asserts it should be able to adjust manpower levels to account for seasonal demand like increased waterfront activity in summer as well as to make adjustments for retirements or illnesses or injuries impacting a particular district or shift. The City emphasizes that it proposes preserving existing procedures such as the Transfer Policy and Procedures which takes seniority into account as it is seeking only a reasonable application of its right to manage the workforce. The Union responds that the existing policy has been in effect since 1990, and provides for transfers to vacant positions. The PBA contends the City is not only proposing that bidding continue to be based on transfers to available shifts, but further proposes that for other than the officers assigned to patrol, assignment should be based on seniority, supervisory, operational and career development factors as determined by the Commissioner. It contends that for this latter group, seniority is not even a determining factor but one of at least four factors, including the non-specific supervisory, operational and career development factors. In effect, the Union asserts that the City's is proposing to replace a seniority system which has been in place since 1967 with reliance upon the Commissioner who can then exercise preference and place friendly individuals into desirable positions and preferred shifts. It further protests that the City is seeking to empower the Commissioner to adjust manpower levels on all shifts and within all departmental units. The Commissioner, it argues, already is endowed with contractual power to adjust manpower levels more frequently due to do exigent circumstances. It charges that the City is now seeking latitude within which the Commissioner may adjust manpower and shifts to avoid overtime or other contractually required compensation such as court time pay.

The panel supports the Union position respecting this proposal. It does appear that the Commissioner is already empowered to adjust manpower levels to address exigent conditions and it does appear that the additional

criteria which the City seeks to employ in determining qualification are subjective and very difficult to define on a reliable basis. City Proposal 2 is therefore denied

Court Time **(City Proposal 4)**

The City seeks to impose a minimum guarantee of two hours per appearance instead of the four hours provided in the expired Agreement. It estimates this change would reduce the City's Court Time expense by nearly half. That expense amounted to more than $3.2 million in the 2000/01 fiscal year. The City is proposing a minimum pay of two hours with the officer being paid for the actual time spent in court if it exceeds two hours. What is being eliminated, in the City's view, is the pay that officers receive for not being in court as when an officer appears for 30 minutes and continues to receive pay for the next 3 1/2 hours after which he or she has left court. The Union responds that Buffalo's allowances are already substandard and that there is no justification for the City Proposal.

We find Buffalo's Court Time payments to be below those of the contiguous Towns as well as those of some cities though both Rochester and Syracuse have three-hour minimums. On balance, we conclude the Buffalo allowance in the expired Agreement is not unreasonable in the context of comparable practice and other elements of its compensation structure. Consequently City Proposal 4 is denied.

Perfect Attendance Incentive **(City Proposal 7)**

The Employer pays a perfect attendance incentive of eight hours pay for each two-month period of perfect attendance commencing with July 1 of each contract year. The City now proposes to pay based on each three-month period of perfect attendance. Buffalo asserts it is seeking to protect itself from paying an employee who is suspended, the eight hours pay for the three-month period during which the suspension occurred. It justifies its proposal on the basis that a person who has been suspended has made him/herself unavailable for work due to misconduct and that individual therefore, should not be awarded a bonus for perfect attendance.

Contrary to the City's claim that its objective is to avoid rewarding employees who may have been suspended, it clearly is also seeking to extend the prior qualifying period of two months to three months. The City has presented no evidence of failure of the existing system and we therefore deny this proposal.

Disciplinary Action (City Proposal 8)

The City is seeking to modify Article XII, Discipline and Discharge, section 12.1 which permits removal transfer or disciplinary penalties only where competency or misconduct, or the commission of a felony or crime involving moral turpitude is involved and then, only after a hearing upon stated charges. The permissible disciplinary action under the expired agreement is a reprimand, a monetary fine not to exceed $100, suspension not to exceed 60 days, demotion in grade or title, or dismissal from service. The proposed revision would permit disciplinary action upon a showing of misconduct essentially based upon due process and just cause. It would also add disciplinary options, including transfer and/or changing shifts and probation. The PBA argues that the current procedure has been in effect with only one modification since the first negotiated CBA, and that the Employer continues to enjoy substantial disciplinary power pursuant to Section 75 of Civil Service Law. The Union further asserts the clause in the expired agreement has served to with only a minor change for 35 years, having been modified only once by the Prosper Panel Award which granted the Union a right to appeal a decision by the Commissioner to change a Hearing Officer's finding by proceeding to arbitration within seven calendar days.

The Panel concludes the Employer has established a need for more flexibility but also believes that an Interest Arbitration Panel is held to making minimal modifications. We therefore decline to disestablish the Hearing Officer arrangement and substitute empowering the Commissioner to act under a "just cause" standard, subject to review in arbitration. We believe this matter is deserving of more thorough study, and that it is likely the disciplinary options should be extended. However, the workability of proposed or available alternatives depends upon having in place, an efficient functioning arbitration mechanism. As noted earlier herein, there prevails a glaring absence of such a vehicle in this jurisdiction, and we are therefore constrained to deny City Proposal 8.

Disciplinary Action (City Proposal 9)

This City proposal is concerned with procedures for imposing and appealing disciplinary actions. The City pleads that the current system simply takes too long, and by way of illustration cites the March 2, 2000 arrest of four narcotics officers by the FBI for a variety of different charges which led to their suspension. The trial concluded two years later during which time the City was compelled to suspend the officers with pay. During that period one of the arrested officers retired, and one was acquitted in federal court but

remained suspended and is awaiting departmental charges. The remaining two were terminated pursuant to their felony convictions. The two terminated officers were suspended for over two years during which period they received full pay. The City cites another case in which charges punishable by discharge were levied on an officer in 1996 and did not come to hearing until December 2000. After the expiration of his brief initial suspension, the officer was placed back on street patrol while awaiting hearing. Thus, except for the brief suspension period, he was working for four years between charges and the disposition thereof. Buffalo maintains the existing system inefficiently selects a Hearing Officer and preserves the least desirable parts of both, the Civil Service Law, Section 75 and voluntary arbitration. Buffalo proposes that these impediments should be removed by the adoption of a "just cause" system wherein recognized vehicles such as PERB panels, AAA panels, or FMCS panels are employed expeditiously to reach just conclusions. The Union relies upon its response to City Proposal 8 supra.

The Panel too references its response to City Proposal 8 and denies City Proposal 9.

Union Release Time **(City Proposal 10)**

The City is proposing to henceforth allow full-time detached duty for the Union president and the first vice president, and to limit all other paid release time for union representatives to a maximum of 1948 hours per year. It argues that under the expired agreement the City is compelled to appropriate the equivalent of nominally three full-time employees to investigate and process grievances, attend meetings, and perform other union business. It pleads that the City can no longer afford to retain officers who are not working, claiming that the cost of paid Union time-off has been escalating. The Union cites the Rabin Award which denied a prior City Proposal and pronounced the provision in the expired agreement sound, workable and free of abuse. The Union maintains the City has advanced no reason for disturbing the Rabin Award.

We are in substantial agreement with the Union position respecting City Proposal 10, and therefore deny same.

Printing of Contract **(City Proposal 15)**

The Commissioner testified that an updated agreement would facilitate the functioning of all concerned and Buffalo proposes that the parties agree to cooperate in compiling and printing a Contract/Agreement which

incorporates all the provisions of the CBA up to and including the settlement of the current negotiation. The City further proposes that the cost of printing be divided equally between the City and the Union. They further propose a meeting procedure which must culminate in a mutually acceptable written document within three months. The City seeks to specify that any unresolved differences about contract language shall be immediately submitted to an arbitrator after the expiration of the three-month period. The Union offers that ten years ago the parties undertook to compile and print an up-to-date Agreement and that the effort disintegrated, allegedly because the City was deleting provisions, moving provisions from one article to another and redacting language. It agrees there is merit in having a comprehensive documented agreement, but believes the City on its own initiative should draft the document and present it to the Union for review and approval. The PBA rejects the proposal for submitting matters to an arbitrator, arguing that it is not an arbitrator's function to craft language which may change intents, and asserts that differences about contract language are for the parties to resolve but adds, that it does not foresee a likelihood of language issues arising given the past memoranda and panel awards.

The writer, having wrestled these many weeks with numerous documents in repeated efforts to determine the substance of the expired Agreement and various memoranda and arbitration awards, is acutely aware of the impediments which should be removed by the drafting of a coherent Agreement. We believe it is incumbent upon the City to compose and submit a copy to the Union for discussion, if necessary, and approval. We view the submission of the issue before this Panel as being at least untimely in the absence of such a recent prior effort. It appears that much initial progress could be made by merely assembling a compendium of changed and new provisions which have appeared in Memoranda of Agreement and/or Compulsory Interest Arbitration Awards since the last printing.

VII. Award

The undersigned, constituting the duly designated Compulsory Interest Arbitration Panel, with two members concurring and one dissenting, find and award as follows:

A. Salaries

1. Effective July 1, 2000, all salaries shall be increased by two and one quarter (2 ¼%) percent.

2. Effective July 1, 2001, all salaries shall be increased by two and one quarter (2 ¼%) percent

3. The following chart (page 23 and page 46) shall be appended to the Agreement:

SALARIES EFFECTIVE 07-01-2000 & 07-01-2001

RANK	2.25% 07/01/2000	HOUR RATE 07/01/2000	2.25% 07/01/2001	HOUR RATE 7/01/2001
POLICE OFFICER STEP 1	$36,944	$18.97	$37,775	$19.39
POLICE OFFICER STEP 2	$40,150	$20.63	$41,054	$21.10
POLICE OFFICER STEP 3	$43,442	$22.30	$44,419	$22.80
POLICE OFFICER STEP 4	$46,691	$23.97	$47,742	$24.51
POLICE OFFICER STEP 5	$49,948	$25.64	$51,072	$26.22
DETECTIVE	$51,774	$26.58	$52,939	$27.18
ASSIST. RADIO DISPATCHER & POLICE PHOTOGRAPHER	$53,550	$27.49	$54,755	$28.11
DETECTIVE SERGEANT	$54,152	$27.80	$55,370	$28.42
POLICE LIEUTENANT & POLYGRAPH EXAMINER	$57,833	$29.69	$59,134	$30.36
ASSIST. CHIEF OF DETECTIVES CHIEF OF ADMIN. SERV. & POLICE INSTRUCTOR	$61,914	$31.78	$63,307	$32.50
CHIEF OF HOMICIDE & POLICE CAPTAIN	$66,259	$34.01	$67,750	$34.78
CHIEF OF DETECTIVE & POLICE INSPECTORS	$72,911	$37.43	$74,551	$38.27

B. Dental Insurance

Article XXI, Section 21.3 Dental Insurance

Amend paragraph one to read as follows:

> **Effective June 30, 2002, the City shall provide, at no cost to the employee, GHI preferred Dental Coverage.**

C. Prescription Drug Co-pay

Add fourth paragraph in blue book (7/1/86-6/30/88) CBA to read:

> **Effective June 30, 2002, changes in the co-pay prescription drug requirement arising out of implementation of the three-tier prescription co-pay provisions by the HMO (Health Maintenance Organization) health care providers shall be the responsibility of the individual subscriber.**

D. Arbitration Demand Relating to Univera Three-Tier Prescription Drugs

> **The PBA shall withdraw its demand for arbitration concerned with possible co-payment responsibilities of subscribers to the Univera HMO plan for the period commencing July 1, 2001 to June 30, 2002 with adjudicatory authority over that matter being ceded to this Panel as a matter of retained jurisdiction. Retention shall be for one calendar year following the date of this Award and if the matter is not resolved or submitted in that period of time, it shall be considered to have been abandoned.**

E. Health Insurance

Article XXI- Section 21.1

Add the following provision:

All employees hired on or after June 30, 2002, shall pay twenty-five (25%) percent of the monthly premium for the "core coverage" for individuals and fifteen (15%) percent of the monthly premium for the "core coverage" for family coverage. "Core coverage" is understood to consist of the least expensive Medical Insurance Option available at the time of hire. If a new hire elects enrollment in one of the more expensive plans, he/she will contribute in addition to the foregoing, one hundred (100%) percent of the difference between the cost of the selected plan and the cost of "core coverage".

Upon completion of four (4) years of service, with anniversary dates being calculated on the same basis as for longevity entitlements, an employee's coverage shall become the same as for employees hired prior to June 30, 2002.

F. Funeral Expense Fund

Article XXXI- Funeral Expense Fund

The City and the PBA shall establish a Funeral Expense Fund of twenty-five thousand dollars ($25,000) to be used to defray funeral expenses and directly related costs which may be incurred in the interment or in paying respect to an officer killed in the line of duty. The City and the PBA shall contribute to the Fund with payments of twelfth thousand five

hundred dollars ($12,500) each which Fund shall be administered by the PBA. The money shall be maintained in a separate interest-bearing account with the Police Credit Union. The PBA shall promptly advise the City of any withdrawal from the fund and shall provide accounting upon request. Expended funds shall be replenished by the City and the PBA with equal contributions by each, within thirty (30) calendar days following disbursement. Any dispute regarding the Fund shall be submitted to expedited arbitration.

G. Longevity Allowance

Article XXIII (E)- Longevity

Effective July 1, 2001, an Employee who is retiring on an effective date prior to his/her anniversary date, shall receive longevity pay pro rated on a monthly basis to be calculated by multiplying one twelfth (1/12 th) of the full annual entitlement by the number of fully completed months of service commencing with his/her anniversary date and concluding with the effective date of retirement.

H. Uniform Maintenance

Article XIX, Section 19.1-Uniform, Equipment, and Maintenance Allowance

19.1 Allowance

Effective July 1, 2001, the City shall pay an annual uniform allowance of One Hundred and Fifty ($150) Dollars. Such payments shall be made on or before September 30th of each year.

I. Paychecks

Article II, Section2.1 (G)

Pay checks shall be delivered with the flap folded and stapled to conceal the amount of the check and deductions and the nature thereof.

J. Detailing

The Rabin Panel Award respecting Detailing shall be preserved on the existing provisional basis in the successor Agreement.

K. Overtime Procedures- Captains and Inspectors

Article II, Section 2.6 (l)

In the event the Commissioner of Police determines overtime is required for the Chief of Detectives, Professional Standards Division Inspector, Professional Standards Division Captain, Major Cases Unit Captain, or Narcotic Captain in their respective assignments, the available overtime shall be first offered to said individual. Said individual(s) shall not be eligible for any other rank overtime unless all other eligible individuals have declined the opportunity to work that overtime.

Except as provided above, in the event of the necessity to replace a Captain or Inspector, the most senior officer, of the rank to be filled within the assignment, shall be given the first opportunity to work overtime, and said opportunity shall likewise pass through the applicable rank based on seniority. If the overtime is not accepted pursuant to this Section, the least senior officer within the applicable rank shall fill the vacancy.

The following ancillary explanation of the intent of the above language shall be included in the agreement as a

footnote or appended and referenced in the body of the document.

The terms "in their respective assignments" and "within the assignment" are intended to lead to the distribution of overtime consistent with the following illustrative and non exclusive examples:

When an overtime need arises related to a homicide, it should be assigned to the Major Crimes Unit Captain; if related to a narcotics operation, the narcotics Captain should be assigned; if the assignment is in "C" District, it should be filled by the Inspector in "C" District; if a meeting is called with citizens of "A" District to address concerns about a crime wave there, the "A" District Inspector should be assigned. If "B" District is building a new headquarters, the "B" District Inspector should be assigned overtime required to attend a meeting relating thereto.

This Panel has considered and addressed every proposal placed before it by the parties. Any which are not included in the Award were denied or determined to be improperly before us for reasons enumerated in the Opinion section of this document.

Delmar, New York
September 5, 2002

Respectfully submitted

Sumner Shapiro
Chairperson

State of New York)
)
County of Albany)

Sworn to me this 5 day of September, 2002

Notary Public

RICHARD J. SCHAEFER
Notary Public, State of New York
No. 01SC5085321
Qualified in Albany County
Commission Expires Sept. 03, 2006

Robert P. Meegan Jr.
PBA Designated Panel Member
Concurring in Award

State of New York)
)
County of Erie)

Sworn to me this 5th day of September, 2002

Notary Public

State of New York)
)
County of Erie)

Edward G. Piwowarczyk, Esq.
City Designated Panel Member
Dissenting

Sworn to me this _____ day of September, 2002

Notary Public

Memorandum

of

Agreement

(dated March 19, 2003)

July 1, 2002

through

June 30, 2007

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March 19, 2003

W. James Schwan, Esq.
SCHWAN & SAMMARCO
Ninth Floor, Dun Building
110 Pearl Street
Buffalo, New York 14202

RE: Buffalo Police Benevolent Association, Inc. v. City of Buffalo
Index No. I2002-9862

Dear Mr. Schwan:

This correspondence shall confirm the side agreement reached during negotiations for the July 1, 2002 to June 30, 2007 collective bargaining agreement that:

1. The City of Buffalo ("City") agrees to withdraw its Motion to Reargue and its Notice of Appeal in the above referenced matter; and in consideration thereof

2. The Buffalo Police Benevolent Association, Inc. ("PBA") waives any claim to interest on the back pay arising from the Shapiro Panel Award and the above referenced matter.

3. The City and the PBA agree to execute such additional documents as may be required to accomplish the foregoing agreements.

Kindly execute this correspondence to indicate the PBA's agreement to these terms.

Very truly yours,

JAECKLE FLEISCHMANN & MUGEL, LLP

By: S. P. B.
Sean P. Beiter
Attorneys for the City of Buffalo

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF BUFFALO

AND

THE BUFFALO POLICE BENEVOLENT ASSOCIATION

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

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 waive 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:

Effective	Percentage Increase
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

MAYOR
Date 3/14/03

COMMISSIONER OF HUMAN RESOURCES
Date 3/14/03

APPROVED AS TO FORM

CORPORATION COUNSEL
Date: 3/13/03

FOR THE PBA

PRESIDENT
Date: 3/19/03

ATTORNEY FOR PBA
Date: 3/19/03

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.

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.

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.

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.

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

	$5,000										
	Upgrade	Hour Rate	3.40%	Hour Rate	3.40%	Hour Rate	3.40%	Hour Rate	3.40%	Hour Rate	
NAME	7/1/02		7/1/03		7/1/04		7/1/05		7/1/06		
POLICE OFFICER STEP 1	$42,775	$ 21.96	$44,229	$ 22.71	$45,733	$ 23.48	$47,288	$ 24.28	$48,896	$ 25.10	
POLICE OFFICER STEP 2	$46,094	$ 23.66	$47,661	$ 24.47	$49,282	$ 25.30	$50,957	$ 26.16	$52,690	$ 27.05	
POLICE OFFICER STEP 3	$49,419	$ 25.36	$51,099	$ 26.23	$52,837	$ 27.12	$54,633	$ 28.05	$56,491	$ 29.00	
POLICE OFFICER STEP 4	$52,742	$ 27.08	$54,535	$ 28.00	$56,389	$ 28.95	$58,307	$ 29.93	$60,289	$ 30.95	
POLICE OFFICER STEP 5	$56,072	$ 28.78	$57,978	$ 29.76	$59,950	$ 30.78	$61,988	$ 31.82	$64,096	$ 32.90	
DETECTIVE	$57,939	$ 29.74	$59,909	$ 30.75	$61,946	$ 31.80	$64,052	$ 32.88	$66,230	$ 34.00	
ASS'T RADIO DISPATCHER POLICE PHOTOGRAPHER	$59,755	$ 30.68	$61,787	$ 31.72	$63,887	$ 32.80	$66,060	$ 33.91	$68,306	$ 35.07	
DETECTIVE SERGEANT	$60,370	$ 30.99	$62,423	$ 32.04	$64,545	$ 33.13	$66,739	$ 34.26	$69,008	$ 35.43	
POLICE LIEUTENANT POLYGRAPH EXAMINER	$64,134	$ 32.92	$66,315	$ 34.05	$68,569	$ 35.20	$70,901	$ 36.40	$73,312	$ 37.64	
ASS'T CHIEF OF DETECTIVES CHIEF OF ADMIN. SERV POLICE INSTRUCTOR	$68,307	$ 35.07	$70,629	$ 36.26	$73,031	$ 37.49	$75,514	$ 38.77	$78,081	$ 40.08	
CHIEF OF HOMICIDE POLICE CAPTAIN	$72,750	$ 37.35	$75,224	$ 38.62	$77,781	$ 39.93	$80,426	$ 41.29	$83,160	$ 42.69	
CHIEF OF DETECTIVES POLICE INSPECTORS	$79,551	$ 40.84	$82,256	$ 42.23	$85,052	$ 43.66	$87,944	$ 45.15	$90,934	$ 46.68	

Buffalo Police Department

Drug Testing Policy

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I. PRECONDITIONS TO DRUG TESTING

(A) All employees in the PBA's bargaining unit must be provided information on what drugs or substances are prohibited, prior to the implementation of this policy.

(B) Any drug testing policy which is applied to the members of the PBA's bargaining unit will be applied to all sworn personnel and the Commissioner and Deputy Commissioners.

(C) The City and the Union will jointly select the MRO.

(D) Random drug testing shall be performed only as noted herein.

(E) The following drug testing methodology shall be used for any drug test performed on sworn personnel:

(1) Initial Test: The initial test shall use an immunoassay (EMIT) test as a screening test to rule out the presence of a controlled substance or its metabolite. Those samples which test positive shall be subject to confirmatory testing as described below.

(2) Confirmatory Testing: All specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry ("GC/MS") technique. Testing shall be conducted by a laboratory with National Institute on Drug Abuse ("NIDA") certification. All confirmed test results shall be referred to a medical review officer ("MRO"), described below. If at any time there exists a test with a higher rate of reliability than the GC/MS test, as determined by the U.S. Dept. of Health and Human Services ("HHS"), such test shall be used in place of the GC/MS test if requested by the PBA.

(3) Cutoff Levels - The cutoff levels utilized by the U.S. Department of Health and Human Services (U.S.H.H.S.) shall be utilized for initial and confirmatory testing. Tested levels which fall below these cutoff levels shall be considered negative results.

II. DEFINITIONS

(1) Test - refers to an on duty drug test.

(2) Urine Test - A urine sample submitted to a laboratory for testing.

(3) Collection Site - A place designated by the City where employees present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

(4) Medical Review Officer (MRO) - A licensed physician responsible for receiving laboratory results generated by the City's testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information.

(5) Positive Test Result - A test result that shows evidence of a drug, drug metabolite, in a person's system, without a valid medical explanation, at or above the cutoff level assigned to that substance as reviewed by the M.R.O..

(6) Rehabilitation - Treatment of a drug abuse problem, including counseling and monitoring from providers.

(7) Treatment - A therapeutic residential or outpatient program for employees with drug abuse problems.

(8) Immediate discharge or immediate discharge without recourse implies no review through the grievance/ arbitration procedure of the collective bargaining agreement between the PBA and the City.

III. PROHIBITED SUBSTANCES

The Department may test for the presence of any of the following substances: marijuana, cocaine, opiates (ie:heroin, morphine), amphetamines and phencyclidine ("PCP").

IV. INDIVIDUALS SUBJECT TO DRUG TESTING AND TESTING CIRCUMSTANCES

Sworn police personnel may be subject to drug testing under the following circumstances:

(A) Testing Based on Assignment (Group A): The following police personnel may be subjected to random urinalysis tests at any time while on duty, but not more than twice any calendar year (January 1 - December 31):

(1) Personnel assigned to the Commissioner's office.

(2) Personnel assigned to Internal Affairs.

(3) Personnel assigned to the Narcotics and/or Public Morals Bureau.

(4) Personnel assigned to the Special Weapons and Tactics Team (SWAT).

(5) Personnel assigned to the Underwater Recovery Team (URT).

(6) Personnel assigned to the K-9 Bomb Detection Team.

(7) Personnel assigned to hostage management.

(8) Helicopter pilots and helicopter observers.

(9) Regular police personnel with a first confirmed positive test result.

(10) Probationary police personnel.

(B.1) Other sworn personnel not included in (A) above (Group B) may be subjected to random testing at any time, but not more than one time any calendar year.

(B.2) The city will test all the employees covered under the provisions of this policy during the first year of testing.

(C) The selection of any employee for random testing shall not prevent any other or further testing for that employee as provided in this policy.

(D) For random testing in either Group Assignment A or B, an individual's name shall be withdrawn from the pool for any of the following reasons: IOD leave approved prior to a notice of testing, hospitalization, layoff, vacation, approved personal leave or any other absence.

(E) Other Testing Circumstances:

(1) Post-Accident: Police personnel shall be tested when:

(a) The Commissioner, his designee, commanding officer, inspector or department head has reasonable suspicion that drugs were involved in the accident.

(2) Post-Rehabilitative/Follow-up: Employees who are returned to work following participation in a drug rehabilitation program shall be required, at the City's option, to submit to "return to work" and "follow-up" drug test to ensure that they remain substance free for the following time period: Group Assignment A - 4 years; Group Assignment B - 2 years. Such testing shall be in addition to any other testing which may be required/authorized under this policy.

(F) **Positive Test Results**: Unless otherwise noted in this policy, a final positive test result shall result in immediate discharge.

(G) **Reasonable Suspicion**: An employee may be tested where there exists a reasonable suspicion that the employee is under the influence of drugs as defined under the provisions of this policy. The term 'reasonable suspicion' shall, for the purposes of this program, be defined as observed aberrant unusual on-duty behavior not immediately explained by causes other than that of drug use and/or the physical manifestations of drug use (e.g., drug paraphernalia, observed possession of drugs, etc.) A test may be conducted when:

(1) Observed by the employee's immediate supervisor or higher ranking officer and confirmed by the observation of another officer or supervisor. Such observations must be documented.

(2) The type of behavior observed and documented is a recognized and accepted symptom of intoxication, impairment or use of drugs.

These signs may be , but are not limited to:

- difficulty in maintaining balance;
- slurred speech;
- abnormal or erratic behavior;
- apparent inability to perform assigned duties in a safe and satisfactory manner.

Employees who are directed to submit to reasonable cause testing shall be relieved from all police duties and placed on administrative leave of absence, with pay, pending the receipt of test results and the completion of any investigation conducted by the City.

A positive reasonable suspicion testing will result in immediate discharge.

V. TESTING AND TEST RESULTS

(A) **Drug Testing Procedures**: The following procedure shall be used whenever an employee is required to give a urine sample:

(1) A urine sample will be taken of the employee. The collection shall be done in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

(2) Immediately after the sample has been given, it will be divided into two (2) equal parts, provided at least 60 ml. have been provided. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. One (1) of the samples will be sent or delivered to a testing laboratory, the other retained at the collection center.

(3) (a) In each instance of a drug test, a chain of custody procedure will be followed. This procedure is used to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.

(b) A chain of custody form will be used from the time of collection to receipt by the testing laboratory(s). Upon receipt by the laboratory(s), an appropriate laboratory chain of custody form accounting for the sample within the laboratory shall be used.

(4) A tamperproof sealing system designed in the manner such that the specimen bottle will be sealed against undetected opening and the bottle can be identified utilizing an identification number identical to that appearing on the urine custody and control form. Space shall be provided to initial the bottle, thereby affirming its identity.

(5) Should the employee be unable to pass the required amount of urine, he/she shall remain at the collection center and follow all directives given by the collection site person until such time as 60 ml. or more of urine has been passed. Should the employee be unable to pass at least 60 ml. of urine during his/her shift, he/she shall be referred to the City's designated physician who shall determine if such inability was purposefully done or medically unavoidable. If medically unavoidable, the employee shall be eligible for retesting at any times designated by the Commissioner during a twelve month period.

(B) Report and Review by MRO: All confirmed positive drug test results shall be referred to an MRO who shall perform the following tasks:

(1) Review the chain of custody documents and test results for completeness and accuracy.

(2) Give the employee an opportunity to discuss the results.

(3) If there appears to be no medical reason for the positive test result which is acceptable to the MRO, the test shall be verified as positive and the same reported to the Deputy Commissioner of Administration, the City's EAP Coordinator and the employee.

(4) Should the employee provide a medically acceptable explanation to the MRO, the MRO shall report the test as negative to the collection clinic, which in turn shall report same to the Deputy Commissioner.

(C) Retest Procedures Following Positive Drug Test Results: If the confirmatory test and medical review is positive for the presence of an illegal drug, the employee will be so notified and the employee and the PBA will be provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The second untested sample, which has been retained by the collection center shall be submitted by the City to the testing laboratory using the testing procedure noted herein. The employee, the PBA and the City will be given a copy of the results. Should the second result be positive, the employee and PBA waive any right to challenge the integrity of the chain of custody or the testing protocol for either sample.

(D) Specimen Integrity and Employee Conduct: Specimen collection will occur in a clinical setting and under strict procedures so as to avoid specimen tampering. Careful chain of custody procedures shall be followed at all times. Any attempt to hinder collection procedures or to adulterate or substitute a urine sample will result in disqualification of an applicant and disciplinary charges against the employee and a re-test.

(E) Negative Reasonable Suspicion Test Results: The PBA shall be immediately provided a complete listing of all of its members who are tested either for the random or reasonable suspicion test. The PBA may thereafter review any negative reasonable suspicion testing. Such review shall be through the contract's grievance and arbitration mechanism. Each such question should be initiated by the PBA directly at Step 3. Should an arbitrator ultimately determine that there was bad faith on the part of the supervising officer who initiated the reasonable

suspicion test, or that he/she otherwise acted in an arbitrary or capricious manner, the arbitrator may award the employee involved up to one-day's pay at his/her regular straight time rate, and any other penalty deemed appropriate by the arbitrator.

(F) Positive Test Results Procedures: For the purposes of this policy, unless otherwise stated, an employee may not be terminated or otherwise subjected to any disciplinary action for prohibited drug usage until the re-testing procedures are completed as defined in section (V)C of this procedure and said test is deemed a positive test by the M.R.O..

(G) Refusal to Submit to Test: Employees who fail or refuse to immediately appear for testing as directed shall be subject to the discipline procedures of the collective bargaining agreement. Such a failure to submit to a test will result in the suspension of the employee and thereafter he/she will be required to submit to a test within 24 hours of the original test request. A further failure to submit to this second test will result in discharge under the provisions of this policy.

(H) Employee Rights: Employees shall have a right to refuse a random test above and beyond the requirements set forth in this agreement.

VI. EMPLOYEE ASSISTANCE AND REHABILITATION

(A) Employee Assistance: The City, with the cooperation of the PBA, shall promptly develop an Employee Assistance Program ("EAP"). It shall be the purpose of the EAP to:

(1) Educate employees about the dangers of substance abuse;

(2) Provide a resource for treatment of alcohol and drug abuse problems;

(3) Assist employees with a number of other services unrelated to substance abuse designed to aid in the identification, intervention and resolution of personal problems (e.g., family, marital, financial, etc.) which negatively impact on the employee's employment with the Buffalo Police Department;

(4) Provide initial counseling, problem identification, short-term counseling, referral if necessary, to a professional agency or person who can assist the employee to resolve his/her problem, and to offer follow-up support and monitoring.

(B) The services of the EAP shall be free to any employee. The costs of any professional help to which the employee or immediate family member is referred, beyond the services of the EAP and what may be covered by the employee's health insurance program, shall be the responsibility of the employee.

(C) Use of EAP services or any further professional help by an employee shall not preclude discipline for incompetence, misconduct or unsatisfactory job performance. Any discipline imposed shall be pursued in accordance with applicable provisions of the collective bargaining agreement.

(D) **Confidentiality:** Use of EAP services or further professional help shall be confidential except when confidentiality is waived by the employee as discussed below. EAP records shall be maintained separately by the EAP coordinator, and shall not be included in personnel files. The EAP shall provide the City's EAP coordinator with statistical data only regarding the use of the program by City employees and members of their immediate families. In this regard, there shall be no names or reference of any type whatsoever that would enable any Department official to identify any subject of the EAP program.

(E) **Terms Pending Drug Rehabilitation:** While undergoing treatment in the Buffalo Police Department's approved program the employee:

(1) Shall be relieved of duty, utilizing whatever leave time may be available in accordance with the collective bargaining agreement and/or the federal law. The employee shall be required to utilize all paid leave credits (vacation, personal) before utilizing paid sick leave.

(2) Return to Light Duty Following Rehabilitation: Employees may be returned to "light duty" (contingent upon the availability of such an assignment) when:

(a) They have successfully completed the required in/outpatient rehabilitation program, and

(b) They have obtained a full release from the designated EAP counselor/physician, and

(c) They continue the recommended/prescribed rehabilitation program as determined by the EAP.

While on such light duty, the employee may be subject to regular and frequent urinalysis drug testing.

(3) Return to Full Duty

(a) The employee may not return to full duty until he/she has satisfactorily completed the City-approved drug/substance abuse program and obtained a negative drug urinalysis test result, and gained written clearance from the City's designated physician.

(b) Should the employee be returned to full duty status, he/she shall be placed in Group Assignment A for a period of fortyeight (48) months.

VII. AMNESTY REHABILITATION PROGRAM

(A) Treatment/Rehabilitation Encouraged: Members of the PBA bargaining unit who have a drug abuse or addiction problem are hereby encouraged to seek treatment and rehabilitation under this City/PBA EAP program. Participation in this program shall be without fear of any discipline or discharge penalties provided:

(1) Entry and participation in such treatment and rehabilitation must occur prior to employee selection for random drug testing or selection for reasonable suspicion or post-accident testing.

(2) An employee's refusal to participate in any material aspect of the subject EAP counseling/ rehabilitation program or a failure to complete counseling and testing as may be required by the EAP, the referral agency, doctor,or counselor, shall be cause for termination from employment.

(3) The employee must sign any and all releases and/or waivers so as to allow the City to ensure employee participation in the counseling/ rehabilitation program. Information acquired by the City shall be viewed by only those in a need to know status, and shall be filed separately from the employee's personnel file. In all other respects, the employee's right to confidentiality shall be respected.

(4) Confirmed Positive Test Result: A positive drug test result and the MRO's confirmation of a positive drug test result following entry in and/or completion of any treatment/rehabilitation program shall result in the employee's discharge under the provisions of this policy.

(5) Awareness And Education Program: An Awareness and Education program will be in effect during the first three (3) months following the effective date of the agreement, and during this three 3) month period no drug testing under the provisions of this policy or until the joint EAP program is in effect shall be conducted.

VIII. PART OF CITY/PBA CONTRACT

This policy shall be considered part of the City/PBA Collective Bargaining Agreement.

IX. CHANGES IN MEDICAL COVERAGE BY PROVIDERS

In the event that any or all the providers of health care benefit insurance modify or change the levels or coverage for drug treatment related medical activities during the life of any collective bargaining agreement the employees covered under the provisions of this drug testing policy shall have the following insurance protection.

1) Any employee so affected shall have the option to select any other health care insurance plan offered by the city without limitation to open enrollment periods.

2) Any out of pocket expense experienced by the employee for drug treatment related activities not covered by an insurance provider during this period will be covered by the city.

X. APPENDIX

This drug testing policy was negotiated between the parties to complete obligations contained in an interest arbitration decision. The alcohol portion of the interest arbitration decision was discussed between the parties and resulting from arguments and information presented by the union as to the city's current abilities to effectively deal with any alcohol abuse issues through existing policy and procedure the city has agreed to review alcohol testing needs and will raise this issue with the union in the future if required.

IN WITNESS THEREOF, the proper officials of each party do hereby set their hands this 9TH day of AUGUST 1994.

Robert Meegan, President
Buffalo Police Benevolent
Association, Inc.

R.Gil Kerlikowske,
Commissioner of Police
City of Buffalo

Daniel J. Farberman, Director
Division of Labor Relations
City of Buffalo

PBS RPM

ADDENDUM TO BUFFALO POLICE DEPARTMENT DRUG TESTING POLICY

The CITY OF BUFFALO POLICE DEPARTMENT (hereinafter "DEPARTMENT") AND THE BUFFALO POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter "PBA") agree to amend the Drug Testing Policy adopted on August 9, 1994 as follows:

1. There will be one hundred percent (100) participation by police officer employees of the Department (including the Commissioner and Deputy Commissioners) and members of the PBA in drug testing for the first three years of the program..

If after December 31, 1998, the parties hereto have not agreed to an alternate percentage of participation by the police force, then participation shall be set at fifty percent (50%) of sworn members of the Department.

2. There will be a ninety (90) day moratorium on testing under the Drug Testing Policy following the signing of the Addendum. During this moratorium, the Department will initiate an awareness and education program relating to the Drug Testing Policy and procedures thereunder.

3. The Department will notify the PBA by January 31st of each calendar year of any bargaining unit members who were not tested during the course of the preceding calendar year.

4. Drug testing shall be performed on a random basis using computer software, except in circumstances arising under

HOS RPM

Article IV, Sections (E) and (G) of the Drug Testing Policy. A certified copy of the selection software shall be provided to the PBA. The Department will not conduct the selection process without the participation of a PBA elected officer.

5. The Department will provide reasonable notice to the PBA President, or his designee, for selection of bargaining unit members for drug testing pursuant to Article IV, Sections (E) and (G) of the Drug Testing Policy.

6. Oscar Lopez, M.D. is jointly selected by the parties hereto as the Medical Review Officer ("MRO") pursuant to Article V, Section (B) of the Drug Testing Policy. If the MRO should resign or otherwise be removed from his or her responsibilities as MRO, the parties will jointly select a replacement MRO.

At the end of each calendar year, each party will have the opportunity to rescind its designation of the MRO. In the event one of the parties rescinds its selection of the MRO, the MRO then in the position will continue his or her responsibilities under Article V, Section (B) of the Drug Testing Policy until the parties have selected a successor.

7. The Parties agree to use Business Care with offices located at 2605 Harlem Road, Cheektowaga, New York. The collection site will be Buffalo Police Headquarters.

PGS RPM

8. Article IV, Section (A) is amended to provide as follows:

(A) Testing Based on Assignment (Group A): The following may be subjected to random urinalysis tests at any time during their regularly scheduled tour of duty, but not more than twice any calendar year (January 1-December 31):

(1) Personnel assigned to the Commissioner's office.

(2) Personnel assigned to Internal Affairs.

(3) Personnel assigned to the Narcotics and/or Public Morals Bureau.

(4) Personnel assigned to the Special Weapons and Tactics Team (SWAT).

(5) Personnel assigned to the Underwater Recovery Team (URT).

(6) Personnel assigned to the K-9 Bomb Detection Team.

(7) Personnel assigned to hostage management.

(8) Helicopter pilots and helicopter observers.

(9) Regular police personnel with a first confirmed positive test result.

(10) Probationary police personnel.

9. During the first year of implementation of this Drug Testing policy, the City and the PBA agree to meet quarterly to review said Drug Policy. After the first year, the City and the PBA agree to meet twice a year to further review the Drug Testing Policy.

HBS RPM

IN WITNESS WHEREOF, the proper officials of each part do hereby set their hands this 19TH day of JAN., 1996.

ROBERT P. MEEGAN, JR.
President, Buffalo PBA

PATRICK G. STAFFORD
Deputy Commissioner Buffalo Police Department

GREGORY D. JOOS
Director of Labor Relations
City of Buffalo

Scheduling Information

MEMORANDUM OF AGREEMENT

This agreement entered into the 24th day of January, 1997, by and between the City of Buffalo (hereinafter the "City") and the Buffalo Police Benevolent Association (hereinafter the "PBA").

WITNESSETH

WHEREAS, the City and the PBA have negotiated in good faith to resolve problems involving headquarter's schedules.

NOW, THEREFORE, in consideration of the following mutual covenants it is hereby agreed as follows:

1. The parties shall continue to discuss schedule(s) for A.I.U. and Traffic.

2. The attached, schedules, to the extent not currently in effect, shall be put into effect on or about February 2, 1997.

The PBA acknowledges that the Police Commissioner reserves his authority under the agreement to adjust the work hours for 5-2 personnel between 6:00 a.m. and 10:00 a.m.

The PBA further acknowledges that for positions covered by the 5-2 schedule, the Commissioner may create new positions for the afternoon and/or night shifts.

3. The attached schedules and the parties' agreement concerning the schedules modifies and/or amends Section 4 (2) (b) and (c) of the Contract Settlement Agreement dated April 22, 1993, to the extent that the enclosed schedules are inconsistent with the schedules referenced in the said Contract Settlement agreement.

RJK
RPK

4. Where shift schedules are changed as a result of the parties' agreement concerning the enclosed schedules, only those schedules actually changed will be subject to shift bidding.

5. The parties reaffirm the Commissioners's right to annually adjust manpower levels on all shifts.

6. The parties agree to meet and discuss problems which might arise as a result of the changed schedules.

7. In consideration of the attached schedules and understandings and agreements between the parties concerning the attached schedules, the PBA will withdraw with prejudice upon execution of this agreement grievances G 91-174, G 92-477, G 96-59, G 96-78 and G 96-91.

8. Except to the extent specifically addressed in this Memorandum of Agreement and in the Settlement Agreement dated April 22, 1993. the provisions of Article II, Section 2.2 of the collective bargaining agreement shall remain in effect.

IN WITNESS WHEREOF, the proper officials of each parties do hereby set their hands this 24th day of January, 1997.

R. GIL KERLIKOWSKE
COMMISSIONER OF POLICE

ROBERT P. MEEGAN, JR.
PRESIDENT, BUFFALO PBA

SCHEDULE.OFF

LIEUTENANT - ID	4-3, 4-3, 4-3, 3-4	(T-W-R-F)	This enables the ID Lt. to assist the Records Lt. during
	DAYS		the business day he is normally off and vice versa.
LIEUTENANT - RECORDS	4-3, 4-3, 4-3, 3-4,	(M-T-W-R)	This enables the ID Lt to assist the Records Lt. during
	DAYS		the business day he is normally off and vice versa.
LIEUTENANT-PROPERTY	4-3, 4-3, 4-3, 3-4	(M-T-W-R)	
	DAYS		
Police Officers -PROPERTY	4-3, 4-3, 4-3, 3-4		
	DAYS		
	T-F(3); M-W(1)		
	3-4, 4-3, 4-3, 4-3		
	DAYS		
	M-W(1); M-T(3)		
QUARTERMASTERS	4-3, 4-3, 4-3, 3-4		Will provide relief on business day to Property Function
	DAYS		when others are off.
	M-T(3); M-W(1)		
P.O. ADMIN/COMM.	4-3, 4-3, 4-3, 3-4		
	DAYS		
	M-T(3); M-W(1)		
CAPTAIN, STAFF INSPECTIONS	5-2 (2); 4-3 (1)		
	DAYS		
	M-F (2); M-T(1)		

RMK

SCHEDULE.OFF

CAPTAIN, COMMUNICATIONS:	5-2(2); 4-3(1)		NO CHANGE
CAPTAIN, BUDGET	DAYS		NO CHANGE
CAPTAIN, PLANNING	M-F(2), M-T(1)		NO CHANGE
CAPTAIN, ACADEMY	OR		NO CHANGE
	M-F(2); T-F(1)		
ACADEMY:	5-2(2); 4-3(1)		
LT. & P.O.'S	DAYS		
	M-F(2); M-T(1)		
HOMICIDE:			
LIEUTENANTS	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		
DET & DET/SGTS	4-3; 4-4		
	FLIP/FLOP		
	DAYS/NIGHTS		
CAPTAIN	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		
SOS:			
LIEUTENANTS	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		
DET & DET/SGTS	4-3; 4-4	0800-1800	
		1600-0200	

RJK

SCHEDULE OFF

AUTO THEFT:			
DETECTIVE(S)	4-3, 4-3, 4-3, 3-4		
	DAYS		
	M-T(3); M-W(1)		
	0645-1645		
	3-4, 4-3, 4-3, 4-3		
	DAYS		
	M-W(1); T-F(3)		
	0645-1645		
BURGLARY TASK FORCE:			
LIEUTENANTS	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		
	0800-1600		
DETECTIVES	4-3; 4-4		
	0645 - 1645		
PROPERTY RECOVERY:	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		
PC'S OFFICE	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		

SCHEDULE OFF

COURT LIAISON	5-2(2); 4-3(1)		
Lieutenant	DAYS		
	M-F(2); M-T(1)		
POLICE COMMUNITY			
SERVICES:			
Lieutenant,Detective,	5-2(2); 4-3(1)		
and Police Officers	DAYS		
	M-F(2); M-T(1)		
CORRESPONDENCE	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		
EVIDENCE			
(ALL)	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		
PHOTOGRAPHY			
(ALL)	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		

RJK

RANGE (FIREARMS)	4-3(3); 3-4(1)		
	M-T(3); M-W(1)		
	0700-1700		
	1600-0200		
ROBBERY:			
LIEUTENANT	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		
DETECTIVE & DET/SGT	4-3; 4-4		
	0800 - 1800		
SPECIAL FRAUDS	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		
ADMINISTRATIVE CAPT	4-3; 4-4		
DETECTIVE DIV	DAYS		
TRAFFIC	4-3; 4-4	DAYS	0700 Hours - 1700 Hours
Captains, Lieutenants, and		NIGHTS	1500 Hours - 0100 Hours
Police Officers			
HIT AND RUN	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		

RJK

SCHEDULE OFF

P.I.O.	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		
ARSON	5-2(2); 4-3(1)		
	DAYS		
	M-F(2); M-T(1)		
CENTRAL BOOKING:	4-3, 4-3, 4-3, 3-4		
LIEUTENANT	DAYS		
	M-T(3); M-W(1)		
DUTY INSPECTOR			NO CHANGE
			Inspector position currently assigned 5-2(2), 4-3(1)
			Open hour on weekends, holidays and during weekdays will be offered to senior inspector working either on-duty shift.
			District Inspectors 4-3, 4-4
Professional Standards Div	4-3(3); 3-4(1)		
(P.S.D.):	M-T(3); M-W(1)		
Lieutenant & Detective	T- F(3); W-F(1)		
	DAYS		

NARCOTICS, VICE, INTELLIGENCE:			
CAPTAINS	5-2(2); 4-3(1) DAYS	M-F(2) M-T(1)	NO CHANGE
LIEUTENANTS	5-2(2); 4-3(1) DAYS	M-F(2) M-T(1)	NO CHANGE
LIEUTENANTS & DETECTIVES	4-3 ; 4-4	EVENING SHIFT	1600 HOURS - 0200 HOURS
LIEUTENANTS & DETECTIVES	5-2(2); 4-3(1)	M-F(2) M-T(1)	1000 HOURS - 1800 HOURS
DOG HANDLER:	5-2(2); 4-3(1) M-F(2); M-T(1)	1600-2400	
TELEPHONE HARASSMENT ASSET FORFEITURE INTELLIGENCE	5-2(2); 4-3(1) M-F(2); M-T(1) DAYS		
COMMUNICATIONS:			
LIEUTENANT 911	4-3; 4-4		Contractual (ten) 10 hour day Overlap hours to be assigned to Central Booking Outside Communication Division to Detective Division on non-precedential basis.
ADMINISTRATIVE 911 LT. LIEUTENANT	5-2(2); 4-3(1) DAYS M-F(2); M-T(1)		

DISPATCHERS	4-3; 4-4		CONTRACTUAL 10 HOUR DAY
ASSISTANT CHIEF (SHIFT OFFICE)	4-3; 4-4		Contractual ten (10) hour day Will provide relief to 911 Lieutenant for a maximum five(5) hour block. Otherwise, pre-scheduled ten (10) hour shifts will be offered on an overtime basis to 911 Lieutenants. Outside Detective Division to Communication on non-precedential basis.

RJK

BUFFALO POLICE DEPARTMENT

Date: 01/22/98

to take effect 1/26/98 RPM

To: R. Gil Kerlikowske
Commissioner of Police

From: Capt. Gerald Schoenle, Lt. Mark Makowski, Lt. Daryl Ricigliano

Approved RMKerlikowske 1-26-98

Subject: Change to 10-Hour Workday

Attention: **Insp. John F. Brill, Administration & Communications**
Lt. Robert Meegan, PBA

Sir:

We respectfully request that the following positions be changed to the 10-hour workday:

Position	**Current Schedule**	**Requested Schedule**
Captain, Communications	5-2(2); 4-3(1) DAYS M-F(2), M-R(1)	4-3,4-3,4-3,3-4 – DAYS (M-T-W-R)
Lt. or Capt. Planning & Analysis	"	4-3,4-3,4-3,3-4 – DAYS (T-W-R-F)
Lt. or Capt. Fiscal Management	"	4-3,4-3,4-3,3-4 – DAYS (T-W-R-F)

Respectfully submitted,

Gerald W. Schoenle
Capt. Communications

Mark Makowski
Lt. Planning & Analysis

Daryl J. Ricigliano
Lt. Fiscal Management

Buffalo Police Benevolent Association, Inc.

74 FRANKLIN STREET
BUFFALO, NEW YORK 14202

(716) 842-1258
FAX (716) 852-4228

ROBERT P. MEEGAN
President
JOHN JUSZKIEWICZ
1st Vice President
RANDIE JOSEPH
2nd Vice President
JAMES CUDNEY
Recording Secretary
WILLIAM MISZTAL
Treasurer

SETTLEMENT

A copy of your correspondence to Robert P. Meegan and John Juszkiewicz dated June 26, 1997 concerning the proposed work schedule for members of the AIU has been given to me for review.

The PBA is agreeable to withdrawing grievances G-97-39, G-97-55, G-97-61, G-97-70, G-97-71, G-97-80, G-97-81, and G-97-84 as referenced in item 2. of your June 26, 1997 correspondence.

As for, item 1., members of the AIU will work the same number of hours as currently scheduled, but there will be weeks when they are regularly scheduled, due to the approved schedules, to work more than forty (40) hours. In other weeks, however, they will be regularly scheduled and work less than forty (40) hours. We agree no additional compensation is due as a result of the schedule itself. The agreed upon schedules will be 11-9, 3-1, 7-5 and are on a weekly, rotating basis.

This Agreement and grievance resolution is consistent with and in compliance with the Memorandum of Agreement dated January 24, 1997.

Robert P. Meegan, Jr.
President
Buffalo Police Benevolent
Association, Inc.

Dated: 7/21/97

R. Gil Kerlikowske
Commissioner of Police
City of Buffalo

Dated: 7/21/97

Affiliated with: Western New York Police Conference, Inc.; Police Conference of New York, Inc. and National Association of Police Organizations, Inc.

AGREEMENT

Pursuant to a discussion had this date between Deputy Commissioner George Loncar and PBA President Robert Meegan wherein the PBA was advised that it was the desire of the Department to post three new Captain's positions for bid purposes and for assignment from the next Transfer List, and that one of the Captain's positions, an additional Captain in the Police Academy, would be for a work shift other than what is presently being worked in the Academy, the Parties agree as follows:

1. The Department will post the three new Captain's positions on this date, February 3, 2000, for bid pursuant to the Transfer List Agreement and will transfer and assign the affected Captains from the next Transfer List. The PBA acknowledges that the bid period will only be for twenty-eight days instead of the required thirty days and affirmatively waives that requirement in this instance.

2. The Department wishes to assign the newly created Captain's position in the Police Academy to a ten (10) hour rotation schedule (4-4, 4-3) with the shift commencing at 1600 instead of the eight (8) hour shifts currently worked by existing Academy personnel. The PBA agrees that the newly created Captain's position will work the ten hour schedule (1600 - 0200) and that all other Academy schedules will remain the same.

Dated: February 3, 2000

Rocco J. Dilna, Commissioner
Buffalo Police Department

Robert P. Meegan, President
PBA

Bob's Copy

City Of Buffalo - Department Of Police
Office of the Deputy Police Commissioner

To: Robert Meegan, President
PBA

From: George M. Loncar
Deputy Police Commissioner

Subject: Change in 'Wheel' configuration; selected Divisions/Units

Date: December 3, 1997

Dear President Meegan,

As you are aware, since January 1997, Patrol Districts 'B', 'D' and 'E' have been working schedules designed around a two (2) Wheel concept. These schedules were inaugurated after consultation with the PBA and were implemented on a trial basis to assess their impact and acceptability. It has been found to be working satisfactorily and it is now desired that it would be beneficial to continue the two-wheel schedule in those Districts in which it is now being worked and to expand its use to other Districts/Uints. In furtherance of this goal, it is proposed that:

1. The two-wheel scheduling will continue in Districts 'B', 'D' and 'E'.
2. The two-wheel schedule will be implemented in District 'A' and the Traffic Bureau, effective January 1998.
3. The two-wheel schedule will be implemented in District 'C' when that district is fully consolidated.
4. The use of the two-wheel schedule will have no effect and will not change the contractually determined starting and ending times of individual shifts as now used in the Districts and the Traffic Bureau.

Please advise of your concurrence and/or rejection of the above proposal.

RPM

R M Kirkwood
12-4-97
Robert P. Meegan 12/4/97

Very truly yours,

George M Loncar

LIEUTENANT'S SCHEDULE

4-3, 4-3, 4-4 • 10 HOUR DAYS

22 DAY CYCLE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	X	X	X	X				X	X	X	X				X	X	X	X				
2					X	X	X	X				X	X	X	X				X	X	X	X

4-3, 4-4 • 10 HOUR DAYS

15 DAY CYCLE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	X	X	X	X				X	X	X	X				
2					X	X	X	X				X	X	X	X

BUFFALO POLICE
BENEVOLENT ASSOCIATION, INC.

74 Franklin Street, Room 110
Buffalo, New York 14202

Area Code: (716) Phone: 851-4501 or 842-1258
Fax: (716) 852-4228
E-Mail: buffalopba@verizon.net
Website: buffalopba.org

LT. JAMES W. PANUS.
PRESIDENT

PO KEVIN M. KENNEDY
1ST Vice President

DET. WILLIAM GAMBINO
2nd Vice President

PO JOHN EVANS
Recording Secretary

INSP. WILLIAM J. MISZTAL
Treasurer

PBA By-Law Committee:

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BY-LAWS

of

BUFFALO POLICE BENEVOLENT

ASSOCIATION, INC.

AMENDED August 17, 2005

* * *

ARTICLE I

Name

The name of this Association shall be the Buffalo Police Benevolent Association, Inc. (Hereinafter referred to as the Association)

ARTICLE II

Purposes

The purposes of the Association are:

(a) To negotiate collectively with the City of Buffalo in the determination of terms and conditions of employment, and act as the exclusive bargaining agent on behalf of all City of Buffalo Police Officers,

(b) To promote greater economic status and better working conditions for City of Buffalo Police Officers,

(c) To promote greater acknowledgment from the public of Police Officers as members of their profession,

(d) To serve as a means of exchanging information among member police associations on matters of common interest,

(e) To propose, support, and promote favorable legislation,

(f) To oppose legislation detrimental to the interest of Police Officers and contrary to the good of the public,

(g) To give aid and assistance to Police Officers and police associations wherever possible, and

(h) To promote a completely democratic society within the Executive Committee which is composed of Delegates elected from each District, Bureau, Division, etc.

ARTICLE III

Membership and Dues

Section 1 - Membership

Membership shall be restricted to Bargaining Unit Employees of the City of Buffalo Police Department. All applications for membership shall be in writing on forms provided by the Association and shall be signed by the applicant. Such application together with the initiation fee of ten dollars ($10.00) shall be forwarded to the Treasurer for action at the next Executive Committee meeting. New members shall be elected by a majority vote of the members who are present at such meeting. The Association's Secretary shall notify each new member of their acceptance and shall enroll their names on the official records of the Association. New members, upon payment of the initiation fee and signing of payroll authorization cards, shall immediately be eligible for all benefits, rights and privileges of membership.

Section 2 - Members on Leave of Absence

Any member who takes a leave of absence without pay from the Buffalo Police Department shall be considered an Associate Member upon payment of a Twenty-five Dollar ($25.00) maintenance fee.

Section 3 - Member on Unpaid Sick Leave

Any member in good standing who shall have exceeded his/her allotted sick leave time shall remain a member in good standing and shall not be assessed any dues while on unpaid sick leave.

Section 4 - Change of Address

Each member is required to keep the Secretary informed of his/her current address and is further required to provide any other data or information as may from time to time be requested by the Association.

Section 5 - Maintenance in Good Standing

Maintenance in good standing in this Association includes any person who has fulfilled the requirements for membership and who has not voluntarily withdrawn from membership, become ineligible for continued membership, or been suspended or expelled as provided in this Constitution and By-Laws. Members who fail to pay their dues or assessments within the periods prescribed will be considered delinquent and subject to automatic suspension from membership. Members who are delinquent, under suspension, or otherwise not in good standing are not entitled to any voice or vote in any Association meeting nor shall they be eligible for any benefit, right and/or privilege accorded to members in good standing.

Section 6 - Testifying

Any PBA member, who is required, requested, ordered or subpoenaed to testify in a Grievance Arbitration or Improper Practice concerning the PBA, by the City or Police Administration, must immediately notify the PBA President or the PBA Officer who is replacing the President. Failure to notify the PBA according to this Section will constitute a violation of Article XII, Section 1 and will subject the violator to fine, suspension, and/or expulsion.

Section 7 - Dues

All PBA bargaining members shall be required to pay dues through payroll deduction, which amount shall be equivalent of one percent (1%) of any and all such gross earnings.

Due to expected legal expenses PBA dues check off will be one and one half percent (1.5) of gross salary until further notice. Motion carried August 13, 2003.

Section 8 - Retirement Notification

All members of the Buffalo Police Benevolent Association, Inc. contemplating retirement from the Buffalo Police Department shall notify the PBA no later than 30 days in advance of anticipated date of retirement in order to be eligible for PBA retirement allotment. Only under extreme individual emergency on a case-to-case basis will this by-law be waived and only after a simple majority vote is obtained at a regular meeting of the executive meeting.

Section 9 – PBA Individual Retirement Account Allotment

If you retire from the Buffalo Police Department and receive your PBA individual retirement account allotment (IRA), and later return to the Department, you will receive an additional IRA at a rate of fifty dollars ($50.00) per year until retirement.

Section 10 – Funds

The Association has established, and shall maintain while funds are available, or otherwise at the will of the membership, a Death Benefit Fund, a Severance Benefit Fund and a Health and Welfare Benefit Fund. Such Funds, shall be maintained for the benefit of members in good standing of the Association (and their beneficiaries), and to the extent provided in the plan of benefits of the Death Benefit Fund, retired members in good standing. The Death Benefit Fund is established as of April 17, 1953, and the Retirement Benefit Fund, and the Health and Welfare Benefit Fund are established as of March 21, 1987. The Death Benefit Fund and the Health and Welfare Benefit Fund were both established pursuant to an Agreement and Declaration of Trust entered into by and between the Trustees of the particular Fund and the Association.

The President and the Treasurer are authorized, as necessary on behalf of the Association, to enter into agreement with the Trustees amending and restating the said Agreements and Declaration of Trust. However, no such amendment shall affect the terms of the plans or programs pursuant to which benefits are paid under the Funds, as described in Section 12 below. It is intended that all these Funds shall meet the requirements for a tax-exempt trust under the provisions of the Internal Revenue Code, and that each such Fund shall be administered accordingly. A two-thirds (2/3) vote of the membership shall be required to terminate any of the Funds.

Section 11 – Contributions

The Association shall contribute, to each of the said Funds such portion of the dues paid by Members in Good Standing, or such other amounts, as the Executive Committee shall from time to time determine.

Section 12 – Plan of Benefits

The plan or program pursuant to which benefits are paid under the Death Benefit Fund, the Severance Benefit Fund and the Health and Welfare Benefit Fund, and any amendment to any such plan or program, shall be subject to the approval of the majority of the membership. A proposed amendment shall be submitted to the Executive Committee at or prior to the monthly meeting, and shall be distributed by the Delegates to their districts, bureaus, divisions and various associations. Each member eligible to vote may vote either for or against the proposed amendment at the same time and in the same manner as he or she votes for the election of the Officers of the Association pursuant to Section 2 of Article VI of the By-Laws, and a proposed amendment shall become effective only if it receives a majority of such votes.

However, any such amendment, which affects the rights, duties or responsibilities of the Trustee of a particular Fund, shall only become effective if consented to by such Trustees, in writing. The consent of the Trustees to an amendment may be obtained either before or after the adoption of such amendment by the membership as herein provided.

Section 13 – Offices of Trustees

The Death Benefit Fund, Severance Benefit Fund and the Health and Welfare Benefit Fund shall each have five (5) Trustees. The President, the Treasurer, the 1st Vice President, the 2nd Vice President and Recording Secretary of the Association shall constitute the Board of Trustees and shall serve as Trustees for so long as they hold their respective union offices or their earlier death or disability. To be a Trustee a participant must be a member in good standing as defined in Article III – A. of these By-Laws. The Trustees of the separate funds must approve at each quarterly meeting all PBA retirement allotments by a majority vote. PBA retirement allotment checks will, from January 1st, 1996 on, be made available on the last business day of each successive quarterly monthly meeting of January, April, July, and October.

Section 14 – Vacancies

If any vacancy occurs in the Board of Trustees of any Fund, as a result of the death or disability of a Trustee or for any other reason, the President shall appoint a successor Trustee to serve until such time as the President has filled the vacant office, which shall also constitute appointment of a Trustee for the balance of the officer's term.

Section 15 – Indemnification

"Effective retroactively to January 1, 1988, Erie Club of Buffalo Police Benevolent Association, Inc. hereby agrees to indemnify and hold harmless the Officers of the Association while fulfilling their duties as an Officer of the Association or as a Trustee of the benefit funds, and each such Officer or Trustee shall be indemnified and held harmless against any and all claims against him incurred during such period of service and fulfillment of duties, except in a case of the Officer's own personal misconduct."

ARTICLE IV

Officers

Section 1 - President

The President shall preside at all meetings of the Association and preserve order. He/She shall enforce the By-Laws and perform such other duties, as the By-Laws of the Association shall direct. He/She shall appoint all committees and shall be a ex-officio member of all Committees.

The President shall have the power to call special meetings of the Executive Committee as well as all Committees whenever he/she deems it necessary.

The President must, together with the Treasurer sign all bank drafts and checks.

The President shall have the authority to act for the Association between Executive Committee meetings, unless there is a conflict with any portion of the By-Laws.

If a vacancy occurs during the year in any elected office, other than the Presidency, said office shall be filled by the President.

Should the President be prevented by illness or otherwise from performing his/her duties, the First Vice President shall perform the duties of the President.

Section 2 - First Vice President.

The First Vice President shall observe and obey all orders from the President, and in the absence of the President shall perform all the duties of the President.

The First Vice President shall be an ex-officio member of all Committees.

If for any reason the office of President shall become vacant, the First Vice President shall become President for the remainder of the un-expired term.

Section 3 - Second Vice President.

The Second Vice President shall observe and obey all orders from the President, and in the temporary absence of the First Vice President shall perform all duties of the First Vice President.

The Second Vice President shall be an ex-officio member of all Committees.

If, for any reason, the office of President and First Vice President become vacant, the Second Vice President shall become President for the un-expired term. In the event the Second Vice President is unable to fulfill the obligations of the office of President, then a special election shall be held to fill the un-expired term within sixty (60) days.

Section 4 - Treasurer

It shall be the duty of the Treasurer to verify that all monies paid to the Association be deposited in a bank, which shall be a member of the Federal Reserve System. He/She shall prepare an annual budget to be presented to the Executive Committee for its approval at the regular meeting in the month of December.

The Treasurer shall be an ex-officio member of all Committees.

The Treasurer shall sign all the checks with the President.

Section 5 - Recording Secretary

It shall be the responsibility of the Recording Secretary to insure the accuracy of the Minute Book and the General Roll Call Book. He/She shall be responsible for an accurate account and record of the proceedings of the Executive Committee meetings.

In the event of a roll call vote at a meeting, the results of each roll call vote shall be published in that month's minutes.

The Recording Secretary shall be an ex-officio member of all Committees.

It shall be the responsibility of the Recording Secretary to list and publish in the minutes of every Executive Committee meeting the presence and absence of all members.

Section 6 - Removal or Suspension

The elected officers of this Association may be suspended or removed from office for incompetence, inattention to duties, misconduct in the performance of their duties as officers, or for conduct unbecoming their standing in the Association. Such suspension or removal from office shall require a two thirds (2/3) vote by the Executive Committee. Except as otherwise provided by this Section, the procedures, rights, and privileges set forth in Article XII shall apply.

ARTICLE V

Eligibility for Office

In order to be eligible for an office in the Association, a member must be in good standing and must attend three (3) Executive Committee meetings during the twelve (12) months prior to nominations.

ARTICLE VI

Nomination and Election of Officers

Section 1 - Nomination of Officers

All officers of the Association shall be nominated at the regular meeting of the Association in the month of October. In order to be eligible as a nominee for office, a member must be present to accept the nomination and must be a member in good standing as defined under Article III. No member shall be nominated for more than one (1) office.

Section 2 - Election of Officers

The election of officers of the Association shall be held on two consecutive days commencing on the day of the regular monthly meeting in the month of November. Polls shall be open from the time of the adjournment until 10:00 p.m. on the first day and from 2:00 p.m. to 10:00 p.m. the following day. The candidate receiving the highest number of votes for each office shall be elected for a term of two (2) years commencing on the first day of January.

Section 3 - Eligibility to Vote

No member shall be entitled to vote who is in arrears to the Association for dues, nor shall any member be entitled to vote who is under suspension. Members may vote in person only and not by proxy.

ARTICLE VII

Executive Committee

Section 1 - Members

The Executive Committee shall consist of elected Delegates as follows:

DISTRICTS A, B, C, D AND E	**3 Shift Delegates** **2 At-Large-Delegates**
FLEX UNIT	**1 Police Officer Delegate**
HEADQUARTERS	**2 Police Officer Delegates**
TRAFFIC	**3 Police Officer Delegates**
DETECTIVES/DETECTIVE SERGEANTS	**5 Detective Delegates**
OFFICERS (Insp.,Capts., Lts.)	**4 Officer Delegates**

Section 2 – Eligibility For Office and Voting

(a) District Delegates shall be comprised of **(1)** Police Officer Delegate from **MP-1 & 5** combined. One **(1)** police officer delegate from **MP-2 & 3** combined and one **(1)** delegate from **MP-4**. The members of the Delegate's respective shift shall elect such Delegates. Also, **(2)** Police Officer At-Large Delegates shall be elected by the entire police officer rank of the respective District.

(b) Detective Division Delegates shall be comprised of **(5)** delegates elected by the entire Detective and Detective Sergeant rank throughout the department.

(c) The remainder of the provisions for Eligibility for Office and Voting shall occur in accordance with PBA By-Laws, Article VII, Section 5 – Annual Nomination of Delegates and Section 6 – Annual Election of Delegates.

Section 3 - Duties

Delegates shall attend all meetings of the Executive Committee and all other Committees to which they may be assigned. They shall bring to the attention of the Executive Committee all matters pertaining to the Association. Each Delegate shall see that the members he/she represents are informed of all pertinent business conducted by this Association. At the regular meeting in December, the Delegates shall authorize an annual budget for the expenditures of the Association for the following year.

Section 4 - Meetings

(a) Regular meetings of the Executive Committee shall be held each month. Meetings shall be held alternating, one month during the day, the following month in the evening. The presence of not less than a majority of the Delegates shall constitute a quorum at any meeting.

(b) The Recording Secretary will close the General Roll Call Book fifteen minutes after the President has called the meeting to order. After this time no delegate or member will be allowed to sign the General Roll Call Book and will not be considered as having attended that particular meeting. Delegates and members will be permitted to remain at the meeting notwithstanding their arrival after the closing of the General Roll Call Book. Attendance at the regular meeting of the Executive Committee is restricted to delegates, members in good standing, and guests attending at the invitation of the President.

Section 5 - Annual Nomination of Delegates

Any member in good standing, of any District, Bureau or Division may nominate any other member in good standing, of such District, Bureau or Division, as a Delegate for membership on the Executive Committee. Such nomination shall be made in writing and shall be delivered to the Recording Secretary not later than Friday at 1200 Hours preceding the first regular meeting in October in each year. Upon receipt of such nominations, the Recording Secretary shall procure separate ballots for each District, Bureau or Division which shall contain the names of all persons nominated therein as candidates for Delegates. Such names shall be arranged in alphabetical order, except that an incumbent nominated for re-election shall have his/her name positioned first on the ballot. The Recording Secretary or his designee running the election is responsible for the distribution of the ballots to every eligible voting member of the District, Bureau, or Division.

Section 6 - Annual Election of Delegates

Delegate elections are to be held each year prior to the November meeting. Elections for District Delegate to (MP-1 & 5), (MP-2 & 3) and (MP-4) will be held on the District double up day during a one (1) hour period covering the combined shifts involved, determined by the Recording Secretary. Elections for District Delegate At-Large will be held on a payday (Thursday) from 1430 to 2130 hours determined by the Recording Secretary. All other delegate elections will be scheduled by the Recording Secretary. Each member eligible to vote shall cast his/her ballot in person by depositing such ballot in the ballot box provided by the Recording Secretary or his designee, for voting purposes. If there are two or more delegate candidates, the incumbent Delegate, Recording Secretary or designee shall count the ballots. Each candidate shall have the right to be present when

the ballots are counted, or designate a teller in his/her place. If the Recording Secretary is not available for the election, his designee shall deliver the ballots to the Recording Secretary within two (2) days of the election. The Delegate candidate receiving the highest number of votes cast shall be approved as Delegate at the regular meeting in December. In the event of a tie, the election of a Delegate will be determined by lot, at the regular meeting in November.

Section 7 – Detective/Detective Sergeant and Command Officer Delegate Elections

In the event of a Delegate nomination for the position of Detective/Detective Sergeant or Command Officer Delegate all incumbent delegates for that respective position must also run for re-election. In the case of Detective/Detective Sergeant election the top five (5) vote getters will be delegates. In the case of a Command Officer election the top four (4) vote getters will be delegates.

Section 8 - Removal of Delegates

Delegates may be removed when sufficient cause exists for such removal. The Executive Committee shall be empowered to entertain written charges against any Delegate. The Executive Committee may adopt such rules as it may in its discretion consider necessary in conducting its hearings. A charged Delegate may be represented by a member in good standing at any removal hearing. Upon receipt of charges against a Delegate, such charges will be tabled until the next regularly scheduled Executive Committee meeting for hearing and decision.

Section 9 - Replacement of Delegates

(a) In the event a Delegate, relinquishes his/her position as Delegate prior to the end of his/her term, the effected District, Bureau, or Division shall post the Delegate position for twenty (20) days. Upon receipt of nominations the Recording Secretary shall schedule an election (as stated in Article VII, Section 5 and Section 6 of the PBA By-Laws).

(b) In the event of a transfer, re-assignment, or detail (away from his/her assignment) of a Delegate then in office, that Delegate must relinquish his/her position within thirty (30) days. If a majority of the members he/she represents move to retain him/her as a Delegate, such request for retention shall be made in writing containing a simple majority of the signatures of the members he/she represents wishing to retain said Delegate. After completion of that term as Delegate and the Executive Committee concludes that said Delegate was transferred, re-assigned, or detailed (away from his assignment) due to that Delegates union activity(s), that Delegate may run for Delegate of his former command in accordance with Article VII Section 5 & 6, Annual Nomination of Delegates and Annual Election of Delegates.

(c) In the event no nominations for Delegate are received from the District, Bureau, or Division, then that particular District, Bureau, or Division shall not have a PBA Delegate until such time a PBA member is duly nominated in accordance with (PBA By-Laws Article VII, Section 5).

ARTICLE VIII

Board of Directors

Section 1 - Members

The Board of Directors shall consist of ten (10) members from the Executive Committee. There shall be five (5) members from the uniformed Police Officer rank, two (2) members from the Detective rank, three (3) from the Officers rank.

Section 2 - Selection

At the regular meeting of the Executive Committee in January the five (5) members from the rank of uniformed Police Officer shall be selected for the Board of Directors by a vote of Police Officer Delegates. Also, the two (2) top vote getters for the Detective/Detective Sergeant Delegates, and the three (3) top vote getters for the Officers Rank Delegate positions will be declared Board of Director members. In the case no election for either Detective/Detective Sergeant or Command Officers Delegate position is held, the incumbent Board of Directors for each rank will maintain their respective Board of Directors position. In the event of a tie, the election of a Board of Director Member will be determined by lot, at the regular meeting in January.

Section 3 – Duties

The duties of the Board of Directors shall be to collect and study proposals, to make recommendations for the use of legal counsel, and to assist in the preparation of items to be submitted for negotiation of contracts.

Section 4 – Meetings

The Board of Directors shall meet monthly, or upon the call of the President. The presence of not less than a majority of the Board of Directors shall constitute a quorum.

Section 5 – Removal

Whenever any member of the Board of Directors fails to attend two (2) consecutive Board of Directors meetings without good cause and/or legitimate reason, the President shall be empowered to declare the position vacant and to appoint another eligible member in good standing to complete the un-expired term.

A Board of Director member, upon recommendation of the President, may be removed by the Executive Committee when sufficient cause exists for such removal.

ARTICLE IX

Committees

Section 1 - Standing Committees

There shall be the following standing Committees of the Association and such additional standing Committees as may from time to time be necessary:

(a) Health & Welfare Committee
(b) Death Benefit Committee
(c) Finance/Audit Committee
(d) Legal Committee
(e) By-Law Committee
(f) Grievance Committee
(g) Membership Committee
(h) Public Relations Committee
(i) Political Action Committee
(j) House Committee

Section 2 - Request for Funding

Any requests for funds from the Association shall be made in a timely fashion in advance of the requested funding.

Any request for funds from the Association for an annual event in the following year, shall be submitted in the month of October.

All requests for funds shall be first reviewed by the Finance Committee, then reviewed by the Board of Directors, and, thereafter, submitted to the Executive Committee for final determination.

Section 3 - President's Authority

The President shall be empowered to act for the Association between Committee meetings when the time requirements cannot be met.

Section 4 - Legal Matters

(a) Whenever a member in good standing is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his/her duties, the Association may defray the costs of legal fees in accordance with the established schedule of fees.

A member shall be deemed to be engaged in the performance of his/her duties whenever he/she makes a lawful arrest, or attempts to make a lawful arrest, is conducting an official investigation, or answering a call for service while on duty during a regularly scheduled tour of duty.

Section 4 - Legal Matters (Continued)

Legal counsel will be made available to any member in good standing for an initial statement following a shooting or death of a suspect.

The PBA shall not provide legal assistance to any member in any criminal and/or departmental disciplinary proceeding otherwise instituted against said member.

(b) Schedule of legal fees:

Consultation for Grand Jury appearance when the individual is the target of the probe	up to $ 250.00
Summons hearing to determine if a warrant should be issued	up to $ 500.00
Misdemeanor	up to $1,500.00
Felony	up to $3,000.00

The above fees shall be the maximum fees paid by the Association.

In cases where a decision may affect the overall membership, the Association may provide the member with one of the Association's attorneys.

Section 5 - Committee Members

Each of the above Committees, whenever possible, shall have a minimum of five (5) members who shall be appointed by the President in January to serve for a period of one year, unless sooner terminated.

Section 6 - Incidents Involving Members of the PBA

Whenever an incident results between members of the PBA in good standing, the PBA will assume a neutral stance, except for disciplinary and contractual items. However, to protect the integrity of the contract, the PBA Labor Attorney will be provided for the initial statements. Any further legal representation and/or financial assistance will be the responsibility of the affected members.

Section 7 - Quorum

A majority of the members on each Committee shall constitute a quorum at all Committee meetings.

ARTICLE X

Order of Business

The Order of Business of each Executive Committee meeting shall be as follows:

(a) Pledge of Allegiance,

(b) Roll call of Officers and Delegates,

(c) Acceptance of Minutes of previous meeting,

(d) Approval of new members,

(e) Bills and communications,

(f) Report of Officers and Committees,

(g) Unfinished business,

(h) New business,

(i) For the good of the Association,

(j) Adjournment.

All questions of order not provided in these By-Laws shall be determined by "Roberts Rules of Order".

ARTICLE XI

Amendments to By-Laws

These By-Laws may only be amended at two consecutive Executive Committee meetings. Any amendment(s) must be offered and submitted in writing to the By-Laws Committee prior to presentation to any Executive Committee meeting. Such amendment may be passed only by a two-thirds (2/3) vote of all Delegates present and voting at two (2) consecutive Executive Committee Meetings. The Recording Secretary shall enter all proposed amendments in the minutes.

ARTICLE XII

Misconduct and Penalties

Section 1 - Misconduct and Penalties

Except as otherwise provided in this Constitution and By-Laws, any Officer or member of the Association, after charges, trial, and conviction of any of the following offenses, or in the event of his/her refusal or failure without good reason to stand trial on such charges, may be reprimanded, fined, removed from office, suspended, or expelled as the evidence and circumstances may warrant in the judgment of the trial tribunal by whom he/she is tried.

The following shall constitute misconduct:

(a) Refusal or failure without justifiable cause to comply with or abide by the provisions of this Constitution and By-Laws, the valid decision of any Officer or Officers thereof or the valid decisions of the Executive Committee.

(b) Committing any act of fraud, embezzlement, larceny, or misappropriation of any funds of property or other thing of value belonging to the Association or refusing, failing or neglecting to comply with the provisions of this Constitution and By-Laws requiring a full and accurate accounting of all funds, property, books, and records for examination and audit.

(c) Libeling or slandering or causing to be libeled or slandered any Officer or member of the Association, except in the form of charges of misconduct properly filed against an Officer or member as provided by this Constitution and By-Laws.

(d) Failing, refusing or neglecting to appear, without proper cause, as a prosecuting witness after filing charges against a member or Officer of this Association.

(e) For advocating or encouraging any labor or any other rival organization or acquiring membership in any such organization.

(f) Maintaining membership in the Communist Party or advocating or encouraging communism.

(g) Acquiring membership by fraud, false representation or deceit.

(h) Filing false charges against any Officer or member of the Association provided, however, that it is understood that for the purposes of this provision false charges are not merely charges of which an Officer or member is acquitted, but rather charges which are filed recklessly or in bad faith without substance, foundation, or reasonable basis or support.

Section 1 – Misconduct and Penalties (continued)

(i) Committing any physical assault upon any Officer, member, representative or employee of the Association while such person is engaged in the performance of his/her duties.

(j) Engaging in conduct detrimental to the best interests of the Association which places or tends to place it in disrepute with other labor organizations, employers, or the public.

(k) Failure or refusal to abide by the rules of order or parliamentary procedure established for the conduct of meetings of the Association.

(l) Conduct unbecoming a member of this Association; provided, however, that utilization of this provision shall be valid only when the charges are set forth in specific terms specifying the act or acts or conduct alleged to be unbecoming a member.

Section 2 - Who may Prefer Charges

Any member in good standing may prefer charges of misconduct as defined in Section 1. against any Officer or member of the Association.

Section 3 - Form of Charges

All charges shall be preferred in the following way:

(a) Be in writing;

(b) Be signed by the party or parties preferring same;

(c) Contain a statement of the facts out of which such charges originated, and set forth the specific act or acts alleged to constitute misconduct, the dates, places, and persons I involved;

(d) State the nature of the violation or violations alleged;

(e) Refer to the Articles and Sections of this Constitution and By-Laws, the established policies, decisions, rules or regulations or other governing laws which it is alleged have been or are being violated.

Section 4 - Notice of Charges Against Officers or Members

Notice of charges against any Officer or member of this Association shall be sent by the Officer or member preferring the charges by registered mail to the accused and a copy shall be filed with the Association's Secretary.

Section 5 - Trials of Officers or Members

Whenever charges are preferred against an Officer or member of this Association, the accused shall be tried within one hundred twenty (120) days, of discovery of violation by the Trial Board.

Section 6 - Trial Board

The Chairman of the Legal Committee shall serve as Chairman of the Trial Board. The Chairman shall preside at the trial and rule upon all questions and points of order. The Chairman shall not, however, be empowered to participate in the Trial Board's decision on the charges or to vote on the charges.

Excepting the Chairman, the Trial Board shall be three (3) members from the Legal and/or By-Law Committee, and two (2) members of the Executive Committee. The names of the By-Law, Legal, and Executive Committee members shall be given to the accused at least fourteen (14) days prior to the date set for trial. The accused then shall have seven (7) days in which to designate the five (5) By-Law, Legal, and/or Executive Committee members he/she designates to serve as the Trial Board. In the event the accused fails to timely designate five (5) Trial Board members as stated, the Chairman of the Trial Board shall designate the five (5) members to serve as the Trial Board.

Section 7 - Absence of Trial Board Members

It shall be the duty of each member of the trial board to attend all sessions of the trial. In the event that a member is unavoidably absent from a session of the trial, it may proceed in his/her absence provided a majority of the Trial Board member are present.

Section 8 - Right to Representation

Each party to the case shall have the privilege of designating any member in good standing of the Association except a member of the Trial Board or other member involved in the proceedings to act as his/her counsel in the trial proceedings.

Section 9 - Request for Adjournment

For good cause shown, the accused or party preferring charges may request a postponement of the date set for trial. Such motion shall be addressed to the Chairman of the Trial Board and shall be subject to approval or rejection within the discretion of the members of the Trial Board.

Section 10 - Decisions of the Trial Board

After all evidence has been presented and arguments made by all parties, the Trial Board shall conclude the trial and, as soon as may be practicable, assemble for consideration of its decision.

The decision of the Trial Board shall be by majority vote of its members, shall be reduced to writing, and shall contain a statement of the pertinent facts involved, the violations charged, reference to all relevant Articles and Sections of this Constitution and By-Laws or other governing laws involved, a pronouncement of the guilt or innocence of the party charged, and the penalty to be imposed in the event the verdict is one of guilt which shall be reprimand, fine, suspension from office, or suspension or expulsion from membership. The decision of the Trial Board shall be final and binding subject to appeal to the Executive Committee.

Section 11 - Appeals

Any member in good standing adversely affected by any decision of the Trial Board may take an appeal, and receive an automatic stay of verdict and penalty as herein provided.

Appeals shall be in writing, shall be made within thirty (30) days from the date of the Trial Board's decision from which appeal is taken, and shall be filed with the Association's President. Following receipt of said appeal, the Association's President shall present the appeal to the Executive Committee for consideration and determination. The Executive Committee shall upon at least five (5) days prior notice to the member appealing the Trial Board decision render its determination. Prior to determination, the member shall be afforded the privilege of presenting his/her arguments to the Executive Committee for review and decision. The decision of the Executive Committee shall be final and binding.

Section 12 - Appeal to Courts of Law or other Civil Authority

No Officer or member of the Association shall resort to any court of law, or equity, or other civil authority for the purpose of securing an opinion, or decision in connection with any alleged grievance, or wrong concerning any case arising within the Association until such party shall have first exhausted all remedies by appeal, or otherwise provided in this Constitution and By-Laws not inconsistent with applicable law for the settlement and disposition or such alleged rights, grievances, or wrongs.

Section 13 - Civil Action/Fines

No member shall be considered in good standing until any and all imposed fines are fully paid. Fines shall be paid to the Association's Treasurer within thirty (30) days of the Trial Board's decision or if internal appeal were timely filed within thirty (30) days of the Executive Committee's decision which ever is later. The Association's President and/or Treasurer are empowered to commence civil action in any court of competent jurisdiction against any member who fails and/or refuses to timely pay any imposed fine to collect the fine. In the event such civil action be necessary, the member shall be responsible for all expenses and costs incurred in collecting the fine.

ARTICLE XIII

By-Laws in Effect

Upon the adoption of these By-Laws by this Association, all former By-Laws of the Association are hereby repealed, and all provisions of these By-Laws shall be in effect immediately.

Dated: May 2005

ROBERT P. MEEGAN, JR.
PBA President

RANDIE J. JOSEPH
PBA 2nd Vice-President
CHAIRMAN
PBA By-Laws Committee

PBA RESOLUTION

93-1

WHEREAS, the City of Buffalo has proposed in current and past contract negotiations that one/two officer patrols be implemented, and

WHEREAS, the Buffalo Police Benevolent Association strongly opposes the implementation of one officer patrol vehicles at the present time, and

WHEREAS, the IACP in a supplemental report dated July 22, 1991 noted, amongst other things, that conversion to one officer cars requires the prior implementation of numerous changes within the police department including but not limited to additional and better training, schedule changes, pre-programmed CADS dispatch system, issuance of necessary equipment, etc., and

WHEREAS, the IACP has stated that even if done properly, conversion to one/two officer patrol vehicles is 3 to 5 years away, and

WHEREAS, the City of Buffalo has done little to nothing to comprehensively prepare for any implementation of one/two officer vehicle patrols, and

WHEREAS, the City of Buffalo has repeatedly demonstrated its lack of concern for the safety, health and welfare of Buffalo police officers, and

WHEREAS, the implementation of one officer patrols raises grave safety issues not only to individuals who might be assigned to one officer patrol vehicles but to other sworn officers as well,

BE IT RESOLVED, that any officer who voluntarily accepts assignments to a one officer patrol vehicle and/or vehicle which is assigned to perform any patrol function be subject to internal union charges pursuant to the procedures set forth in the Constitution and By-Laws, and

BE IT FURTHER RESOLVED, that any officer who is found to have acted inconsistent with the Resolution be subject to the loss of all membership privileges, and

BE IT FURTHER RESOLVED, that any officer who voluntarily accepts assignment to a one officer patrol vehicle and/or vehicle which is assigned to perform any patrol function shall not be eligible for any legal assistance from the Buffalo Police Benevolent Association, and

BE IT FURTHER RESOLVED, that this Resolution continue in full force and effect until such time as it be rescinded by the delegates.

Dated: February 11, 1993

UNANIMOUSLY PASSSED,
AND ADOPTED BY THE PBA EXECUTIVE BOARD.

PBA RESOLUTION

94-1

WHEREAS, the Department has announced that it no longer intends to promote within the Department strictly in accordance with rank standing on promotional civil service eligibility lists, and

WHEREAS, the PBA has filed improper practice charge with the New York State Public Employment Relations Board protesting the City's unilateral change in historic practice, and

WHEREAS, the department has announced that it will formulate an Executive Committee Selection Panel to review the qualifications and abilities of those considered for promotion, and

WHEREAS, any member who participates on said Executive Committee Selection Panel or who otherwise assists the Department in changing the referenced practice seriously undermines the position of the PBA, the rights of its members, and terms and conditions of employment.

BE IT RESOLVED, that any member who participates on the Executive Committee Selection Panel or who otherwise assists the Department in changing the subject promotional practice be subject to internal union charges pursuant to Article XII of the PBA's Constitution and By-Laws.

Motion By: **William Cusella**
Seconded By: **Dennis Adams**

Dated: **July 7, 1994**

PBA RESOLUTION

96-1

BE IT RESOLVED, this, the 18th day of April, 1996, at the regularly scheduled Executive Board Meeting of the Buffalo Police Benevolent Association, Inc. (PBA), that all PBA members utilizing the Buffalo PBA Emergency Legal Assistance Program must abide by the advise and/or counsel of a PBA elected Officer and/or PBA Attorney. Failure to abide by the advice of the PBA elected Officer and/or PBA Attorney will result in the PBA member assuming financial responsibility from the onset that advice and/or counsel was not adhered to.

Motion By: **William Fulston**
Seconded By: **Steven Nicosia**

Dated: **April 18, 1996**

PBA RESOLUTION

97-1

The following resolution was unanimously passed, by all delegates in attendance, at the regularly scheduled Buffalo PBA meeting held on Thursday, June 5, 1997, at the CPO Club.

"Any PBA member that takes or secures a position, voluntarily or involuntarily, that he or she is not entitled to under the strict seniority provision of the Collective Bargaining Agreement will be subject to Union charges. The PBA will seek redress in the courts in compliance with the current PBA By-Laws to collect in the form of a fine any and all monies made in overtime or otherwise as a result of the individual securing that positions."

Dated: **June 5, 1997**

PBA RESOLUTION

99-1

WHEREAS, the City of Buffalo has proposed in current and past negotiations that a Field Training Officers (F.T.O.) program be implemented, and

WHEREAS, the Buffalo Police Benevolent Association, Inc., (PBA) strongly opposes the implementation of a Field Training Officer (F.T.O.) program at the present time, and

WHEREAS, the City of Buffalo has unsuccessfully in past grievances attempted to initiate a Field Training Officers (F.T.O.) program without good faith bargaining with the PBA, Inc., and

WHEREAS, the City of Buffalo has proposed an F.T.O. program which is contrary to many provisions of our current Collective Bargaining Agreement (C.B.A.).

BE IT RESOLVED, that any officer who voluntarily accepts assignment as a Field Training Officer, or F.T.O. Coordinator, or F.T.O. Administrator will be subject to internal union charges pursuant to the procedures set forth in the Constitution and By-Laws, and

BE IT FURTHER RESOLVED, that any officer who is found to have acted inconsistent with this Resolution be subject to the loss of all membership privileges, benefits, and

BE IT FURTHER RESOLVED, that this Resolution continue in full force until such time as it be rescinded by the delegates.

Dated: **July 8, 1999**

PBA RESOLUTION

2001-1

WHEREAS, the City has announced that it has adopted certain qualifications to officers seeking appointment to Narcotics, Vice and Intelligence, and

WHEREAS, the City has further announced that it intends to void the Transfer Agreement and List as applied to Narcotics, Vice and Intelligence, and

WHEREAS, the City has further announced that individuals requesting transfer to Narcotics, Vice and Intelligence must complete an Application Form to be considered for transfer, and

WHEREAS, said actions by the City are wholly contrary to the Collective Bargaining Agreement and related agreements and the rights of negotiating unit members.

Be it resolved that no member submit any application form for consideration for Narcotics, Vice and Intelligence, and

Be it further resolved that all members resist the City's attempts to violate the Collective Bargaining Agreement and rights of negotiating unit members, and

Be it further resolved that negotiating unit members continue to follow the procedures set forth in the Transfer Agreement regarding transfer requests.

Dated: **November 15, 2001**

PBA RESOLUTION

2005-1

WHEREAS, Article XII, Section 1(j) of the PBA's By-Laws defines misconduct as engaging in conduct detrimental to the best interests of the Association which places the Association or tends to place the Association in disrepute with other labor organizations, employers, or the public, and

WHEREAS, PBA members have repeatedly been advised that working second front jobs at strike scenes and/or in connection with a labor dispute places the Association in disrepute with other labor organizations and/or the public, and

WHEREAS, it is the obligation of the PBA members to adhere to and/or uphold the PBA By-Laws.

BE IT RESOLVED, that any PBA member who accepts and/or works a second front job at a strike scene and/or in connection with a labor dispute be disciplined consistent with and in conformance with the PBA's By-Laws.

August 17, 2005

PBA RESOLUTION

2005-2

WHEREAS, any PBA Members employed off duty working a second front at the Blue Cross/Gas Works picket line site at 4th and Genesee Streets is in violation of Article XII, Section 1(j) of the PBA By-Laws and PBA Resolution 2005-1, and

WHEREAS, said member(s) working off duty 2nd fronts at Blue Cross/Gasworks site are to immediately terminate their employment at said site.

BE IT RESOLVED, failure to comply with this Resolution will lead to Union Charges being placed against said member(s) in violation of this Resolution.

August 17, 2005

SUMMARY PLAN DESCRIPTION

BUFFALO POLICE BENEVOLENT ASSOCIATION DEATH BENEFIT PLAN

PLAN NO. 1

The following pamphlet presents a summary description of the Police Benevolent Association Death Benefit Plan ("Plan"). This Plan is maintained by the Buffalo Police Benevolent Association, Inc. ("Association") located at 74 Franklin Street, Buffalo, New York 14202. We urge you to read it carefully for a better understanding of the benefits that are available to you.

This pamphlet is intended only as a summary of the Plan. Every effort has been made to accurately describe the Plan provisions, which are contained in the Plan documents. You should consult the Plan document in the event you have any questions about your benefits and the Plan's provision that this pamphlet does not answer.

You may become more familiar with your Plan by reading the documents which are available at the office of the Association during regular business hours. If you would like your own copy of the documents, you may obtain one by writing to your Plan Administrator. There may be a small charge for this service.

PLAN NAME AND EFFECTIVE DATE

The Buffalo Police Benevolent Association Death Benefit Plan originally became effective April 17, 1953.

This pamphlet describes the Plan in operation effective May 16, 1995, as updated for the Tax Reform Act of 1986 (TRA '86), the Omnibus Budget Reconciliation Act of 1986 (OBRA '86) and the Unemployment Compensation Amendment of 1992 (UCA '92)

PLAN YEAR AND RECORDS

Records of the Plan are kept on a Plan Year basis. The Plan Year is the 12 – month period beginning January 1st each year and ending on December 31st.

DESCRIPTION OF BENEFITS

The benefit provided under this Plan is a lump sum death benefit in the amount of $5,000 payable upon the death of an eligible Association member subsequent to January 1, 1982, or eligible retired Association member.

No Vested Rights. No Participant, beneficiary or any person claiming by or through a Participant or Beneficiary shall have any vested right, title, or interest in or to the Fund or any money or property of the Fund or any part thereof, except as may be specifically determined by the Trustees under the Plan and in conformance with ERISA.

ELIGIBILITY

To be eligible for death benefits under the Plan, the deceased must have been an Association member in good standing at the time of his/her death subsequent to 1982; or a retired police officer who was formerly an Association member in good standing and prior to his/her death was declared eligible to receive a retirement benefit under the retirement program of the State of New York and was a member in good standing of the Association prior to the date on which he/she received such benefit. Except for any such retired officer, no former member of the Association, whether continuing in the employ of the City of Buffalo or not, shall not be considered a "member" for purposes of determining eligibility under this Plan.

1. As set forth in the Association By-Laws "membership" in the Association is restricted to Bargaining Unit Employees of the Buffalo Police Department.

2. "Member in good standing" shall mean any person who has fulfilled the requirements for Association membership as set forth in its By-Laws and who has not voluntarily withdrawn from membership, become ineligible for continued membership, or been suspended or expelled from membership.

3. Upon retirement as provided for above, a Participant must elect to continue participation in the Plan, and shall be billed $50 on January 1st of each year commencing the first January 1st, immediately subsequent to his retirement.

FINANCING OF PLAN

The primary source of financing of the Plan is fund raising activities by the Association and any interest which accrues on the proceeds of these fund raising activities.

The Plans funds are held in trust by the Trustees pursuant to the terms of the "Agreement and Declaration of Trust of the Buffalo Police Benevolent Association Death Benefit Fund" first established April 17, 1953.

In the event of the death of an eligible member who is not retired, the death benefit is paid directly from the Fund. A group term life insurance policy is purchased for eligible retirees with Plan funds through United States Life Insurance Co. In the event of a death of an eligible retired member the death benefit is payable through this insurance.

BENEFICIARY

Upon becoming a member of the Association, you must choose a beneficiary on a form available from the Plan Administrator.

It is necessary that you keep the Plan Administrator informed of your Beneficiary's proper name and address at all times. This will insure that your chosen Beneficiary will receive the death benefit available under the Plan.

If you do not designate a Beneficiary or if no named Beneficiary survives you, your death benefit will be distributed in accordance with the terms of the Plan. Please contact your Plan Administrator for further details.

ADDITIONAL INFORMATION

TRUSTEES:

NAMES	ADDRESS	TITLE
JAMES PANUS	74 Franklin Street Buffalo, NY 14202	Chairman
WILLIAM MISZTAL	74 Franklin Street Buffalo, NY 14202	Co-Chairman/Treasurer
KEVIN KENNEDY	74 Franklin Street Buffalo, NY 14202	Trustee
WILLIAM GAMBINO	74 Franklin Street Buffalo, NY 14202	Trustee
JOHN EVANS	74 Franklin Street Buffalo, NY 14202	Secretary

Your Plan's Number: 01

The Association's Employer ID. No. is 16-1240173

Plan Administrator: The Trustees will serve as Plan Administrator and will be responsible for administration of the Plan and benefit information. Robert Meegan, President of the Association has been designated to represent the Plan Administrator. You may contact him at 74 Franklin Street, Buffalo, NY 14202, Telephone No. (716) 842-1258.

Agent for Service of Legal Process: Your Plan Administrator is designated to receive any summons or legal notice delivered to inform the Plan of a legal action concerning it.

Plan Fiduciaries: This Plan's Fiduciaries are the Trustees and the Plan Administrator.

Type of Administration: This Plan is operated as a self funded benefit plan for eligible members. Upon retirement eligible retirees are covered by an insurance policy issued by a commercial life insurance company.

Type of welfare plan: Death Benefit payable upon death.

YOUR ERISA RIGHTS

As a Participant, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In additional to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan are called "Fiduciaries" of the Plan and are identified in the ADDITIONAL INFORMATION section of this booklet. They have a duty to operate the Plan prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer or other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If your beneficiary has a claim for a benefit which is denied or ignored, in whole or in part, your beneficiary may file suit in a state or federal court. If it should happen that the Plan Fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs an fees, if for example, it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

PAYMENT OF DEATH BENEFITS

To claim a death benefit under the Plan, your Beneficiary should make an appointment with the Plan Administrator to complete the forms necessary to process the benefit. Your Beneficiary must bring with him/her a copy of the death certificate. The Plan Administrator will assist in completing the forms, which may have to be signed by both the Beneficiary and the Plan Administrator. If approved by the Plan Administrator, the forms will then be sent to the insurance company for processing,

A decision regarding the status of this claim should be made by the Plan Administrator to the Beneficiary within 90 days from the date the claim is filed.

IF YOUR CLAIM IS DENIED

Government regulations set forth specific procedures to take care of the rare instance when a claim for a benefit is denied in whole or in part. A claim for a benefit might be denied if:

1. The Plan Administrator does not believe a Participant is entitled to a death benefit.

2. The Plan Administrator disagrees with the amount of benefit to which the Participant believes he is entitled.

If this happens, the Plan Administrator should notify your Beneficiary in writing, of the reasons for the denial within 90 days of the date of the claim. If more time is required for a special case, the Plan Administrator may take up to an additional 90 days, but your Beneficiary will receive written notification explaining the special circumstances which require more time as well as indicate the date by which a final decision is expected (See the NOTE on the following page). The notice of denial should:

Explain why the claim for a benefit has been denied and specify the Plan provisions on which the denial was based;

Provide a description of any additional information needed and an explanation of why it is necessary;

Explain the claim review procedure.

If your Beneficiary does not receive notice of the status of the claim or the denial of the claim from the Plan Administrator within 90 days, or within 180 days if it is a special case, the Beneficiary can assume the claim has been denied and may then request a review of the denial.

REVIEW OF THE DENIAL

If the claim has been denied, your Beneficiary may request a review of the denial. He/she has 60 days after receipt of the written notice of denial to request a review. This request must be in writing and be made to any Plan Fiduciary. (The ADDITIONAL INFORMATION section of the booklet identifies the Plan Fiduciaries.) If you wish, your Beneficiary may also review the Plan documents and submit issues and comments supporting the claim, in writing, to the appropriate Fiduciary.

A review of the denial should be made in writing by the Plan Fiduciary within 60 days (See the NOTE below) after the request is received. The decision should:

Be written in a manner which can easily be understood;

Specify the Plan provisions on which the decision is based;

Tell the results of the review.

If your Beneficiary does not receive a decision on his/her request for review within 60 days, he/she can assume the request has been denied.

If he/she disagrees with the results of the review, he/she may file suit in federal or state court. If the suit is successful, the court may award his/her legal costs including attorney's fees.

NOTE: The 90 and 60 day deadlines may be extended under special circumstances. Your Beneficiary will be told of the extension in writing before the end of the 90 (or 60) day period. The extension notice will state why the extension is needed and the date your Beneficiary may expect a decision.

SUMMARY PLAN DESCRIPTION

BUFFALO POLICE BENEVOELNT ASSOCIATION HEALTH & WELFARE BENEFIT PLAN

PLAN NO. 2

The following pamphlet presents a summary description of the Police Benevolent Association Health & Welfare Benefit Plan ("Plan"). This Plan is maintained by the Buffalo Police Benevolent Association, Inc. ("Association") located at 74 Franklin Street, Buffalo, New York 14202. We urge you to read it carefully for a better understanding of the benefits that are available to you.

This pamphlet is intended only as summary of the Plan. Every effort has been made to accurately describe the Plan provisions which are contained in the Plan documents. You should consult the Plan document in the event you have any questions about your benefits and the Plan's provisions that this pamphlet does not answer.

You may become more familiar with your Plan by reading the documents which are available at the office of the Association, during regular business hours. If you would like you own copy of the documents, you may obtain one by writing to your Plan Administrator. There may be a small charge for this service.

PLAN NAME AND EFFECTIVE DATE

The Buffalo Police Benevolent Association Health & Welfare Benefit Plan originally became effective March 21, 1978.

This booklet described the Plan in operation on May 16, 1995, as updated for the Tax Reform Act of 1986 (TRA ' 86), the Omnibus Budget Reconciliation Act of 1986 (OBRA '86) and the Unemployment Compensation Amendment of 1992 (UCA '92).

PLAN YEAR AND RECORDS

Records of the Plan are dept on a Plan Year basis. The Plan Year is a 12-month period beginning January 1st each year and ending on December 31st.

DESCRIPTION FO BENEFITS

1. **Optical Program.** Members, their spouses and eligible dependents will be provided vision services as detailed below.

PBA OPTICAL PLAN PAYMENT SCHEDULE

A. STERLING OPTICAL IS THE PLANS' PROVIDER:

Locations are as follows

8962 Porter Road
Niagara Falls, NY
297-4994

Boulevard Mall
Amherst, NY
833-7766

Eastern Hill Mall
Williamsville, NY
632-5497

Main Place Mall
Buffalo, NY
852-7571

B. THE BENEFITS ARE AS FOLLOWS:

1. One (1) eye exam in a two (2) year period,

2. One (1) pair of lenses and frames, or one (1) pair of contacts (Daily Wear), or (2) boxes of Standard Disposable contacts in a two (2) year period.

The two (2) year period begins on January 1, 2005, and ends two (2) years later, December 31, 2006. The next two (2) year period will begin January 1, 2007, etc.

C. PROGRAM PROCEDURE:

Vouchers will be issued at the association Office prior to receiving optical care to eligible PBA members only. Dependants over 21 can contact the PBA office and a sight Saver 1 Discount Card.

D. MEMBER'S FINANCIAL OBLIGATIONS:

On any Additional Benefits, please refer to this Payment Schedule.

FUND PAYS IN FULL THE FOLLOWING PACKAGES (*):

1) Complete Eye Examination Including Tonometry
including, Frames up to $99.00 Retail (*)
and Single Vision Lenses (Glass or Plastic)
Or, Bifocals (TK, FT28, FT35 or Exec [Glass or Plastic])
Or, Trifocals (All Types [Glass or Plastic])
Or, Contact Lenses with Exam and Fitting (Standard Daily Wear)
Or, Contact Lenses with Exam (Two (2) boxes of Standard Disposable)

(*) All frames in the store are covered in full, including all children's frames. The only exception will be the Designer Lines.

FUND PAYS IN FULL THE FOLLOWING NON-PACKAGES (*):

1) Eye Exam Only (No-Lenses/No Frames)

2) Complete Glasses as listed above (No Exam) (*)
   7) Single Vision Lenses with Frames
   8) Bifocals with Frames
   c) Trifocal with Frames

3) Lenses only, as listed above (No Exam/No Frames)
   a) Single Vision Lenses
   b) Bifocals Lenses
   c) Trifocals Lenses

4) Frames only, as listed above (*) (No Exam/No Lenses)

5) Contact Lenses Only (No Exam) — Retail, Less 10%, Less $72.00

ADDITIONAL BENEFITS (*):

1) Scratch Resistant (Includes Warranty)	Fund Pays in Full
2) Tints in Plastic Lenses Only (If Requested)	Fund Pays in Full
3) "Safesite" Polycarbonate Lenses for children under 18	Fund Pays in Full
4) Progressive Bifocals (basic standard size)	Member Pays $49.00
5) Progressive Bifocals (basic short size)	Member Pays $65.0
6) Designer Frames	Member Pay Retail Less $99.00
7) All other merchandise	20% Discount Less
8) Sight Saver 1 Discount Program	No Cost

ALL DISCOUNTS FEATURED ABOVE ARE IN LIEU OF (AND THEREFORE CANNOT BE COMBINED WITH) ANY OTHER DISCOUNT OR PROMOTIONAL OFFICERS

No Participant, beneficiary or any person claiming by or through a Participant shall have any vested right, title, or interest in or to the Fund or any money or property of the Fund or any part thereof, except as may be specifically determined by the Trustees under the Plan and in conformance with ERISA.

ELIGIBILITY

All Association members in good standing, their spouses and eligible dependents are eligible for benefits under this Plan. A eligible dependent is an unmarried child up to age 21 years, who resides with either spouse or is away at school.

1. As set forth in the Association By-Laws, "membership" in the Association is restricted to Bargaining Unit Employees of the Buffalo Police Department.

2. "Member in good standing" shall mean any person who has fulfilled the requirements for Association membership and who has not voluntarily withdrawn from membership, become ineligible for continued membership, or been suspended or expelled from membership.

FINANCING OF PLAN

The primary source of financing of the Plan is fund raising activities by the Association and Association Membership Dues and any interest which accrues on these funds.

The Plans fund are held in truest by the Trustees pursuant to the terms of the "Agreement and Declaration of Trust of the Buffalo Police Benevolent Association Health & Welfare Benefit Fund" first established March 21, 1978.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS

A Qualified Medical Child Support Order is a medical child support order that creates or recognizes the existence of an alternate recipient's right to, or assigns to an alternate recipient the right to receive benefits for which a participant or beneficiary is eligible under a group health plan.

While ERISA generally protects Plan benefits against creditors, Qualified Medical Child Support Orders are an exception.

The Plan Administrator must notify you if the Plan receives a domestic relations order and must also determine, within a reasonable time, if the order is qualified.

You and each alternate recipient will be notified of the decision.

In the meantime, the benefits affected are segregated in a separate account.

ADDITIONAL INFORMATION

TRUSTEES:

NAMES	ADDRESS	TITLE
JAMES PANUS	74 Franklin Street Buffalo, NY 14202	Chairman
WILLIAM MISZTAL	74 Franklin Street Buffalo, NY 14202	Co-Chairman/Treasurer
KEVIN KENNEDY	74 Franklin Street Buffalo, NY 14202	Trustee
WILLIAM GAMBINO	74 Franklin Street Buffalo, NY 14202	Trustee
JOHN EVANS	74 Franklin Street Buffalo, NY 14202	Secretary

Your Plan's Number: 02

The Association's Employer ID. No. is 16-1240173

Plan Administrator: The Trustees will serve as Plan Administrator and will be responsible for administration of the Plan and benefit information. Robert Meegan, Association President has been designated to represent the Plan Administration. You may contact him at 74 Franklin Street, Buffalo, NY 14202, Telephone No. (716) 842-1258.

Agent for Service of Legal Process: Your Plan Administrator is designated to receive any summons or legal notice delivered to inform the Plan of a legal action concerning it.

Plan Fiduciaries: This Plan's Fiduciaries are the Trustees and the Plan Administrator.

Type of Welfare Plan: Supplementary benefit plan providing optical and laboratory benefits.

Type of Administration: This Plan is operated under a Trust. This means that deposits are made to the Trust benefits are paid either directly from the Trust or by the purchase of insurance policies and benefits are then paid directly from the insurance carrier.

YOUR ERISA RIGHTS

As a Participant, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In additional to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan are called "Fiduciaries" of the Plan and are identified in the ADDITIONAL INFORMATION section of this booklet. They have a duty to operate the Plan prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer or other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for a benefit which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that the Plan Fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if for example, it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

REIMBURSEMENT PROCESS

You are responsible for 100% of the payment to the providers of the covered vision services and medical laboratory testing. You will be provided with vouchers in advance for covered services under the vision care plan, provided for by the Payment Schedule. You will be reimbursed for covered laboratory testing up to a maximum amount of 20% of the entire charge. Claims for reimbursement must be made within six (6) months of the date of service and receipts for the service must be submitted along with the claim.

Exclusions and Limitations:

1. Services rendered after the date the member cases to be covered hereunder

2. Reimbursements requested after six (6) months of the date the service was performed.

3. Care or treatment rendered, finished or started, prior to the effective date of your coverage.

A decision regarding the status of your claim should be made by the Plan Administrator within 90 days from the date the claim is filed.

IF YOUR CLAIM IS DENIED

Government regulations set forth specific procedures to take care of the rare instance when a claim for a benefit is denied in whole or in part. A claim for a benefit might be denied is:

1. The Plan administrator does not believe a Participant is entitled to a benefit.

2. The Plan Administrator disagrees with the amount of benefit to which the Participant believes he is entitled.

If this happens, the Plan Administrator should notify you in writing, of the reasons for the denial within 90 days of the date of the claim. If more time is required for a special case, the Plan Administrator may take up to an additional 90 days, but you will receive written notification explaining the special circumstances which require more time as well as indicate the date by which a final decision is expected (See the NOTE below).

Explain why the claim for a benefit has been denied and specify the Plan provisions on which the denial was based;

Provide a description of any additional information needed and an explanation of why it is necessary;

Explain the claim review procedure.

If you do not receive notice of the status of the claim or the denial of the claim from the Plan Administrator within 90 days, or within 180 days if it is a special case, you can assume the claim has been denied and may then request a review of the denial.

REVIEW OF THE DENIAL

If the claim has been denied, you may request a review of the denial. You have 60 days after receipt of the written notice of denial to request a review. This request must be in writing and be made to any Plan Fiduciary. (The ADDITIONAL INFORMATION section of this booklet identifies the Plan Fiduciaries.) If you wish, you may also review the Plan documents and submit issues and comments supporting the claim, in writing, to the appropriate Fiduciary.

A review of the denial should be made in writing by the Plan Fiduciary within 60 days (See the NOTE below) after the request is received. The decision should:

1. Be written in a manner which can easily be understood;

2. Specify the Plan provisions on which the decision is based;

3. Tell the results of the review.

If you do not review a decision on your request for review within 60 days, you can assume the request has been denied.

If you disagree with the results of the review, you may file suit in federal or state court. If the suit is successful, the court may award your legal costs including attorney's fees.

NOTE: The 90 and 60 day deadlines may be extended under special circumstances. You will be told of the extension in writing before the end of the 90 (or 60) day period. The extension notice will state why the extension is needed and the date you may expect a decision.

AMENDMENT NO 1 TO THE AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST

-of the-

BUFFALO POLICE BENEVOLENT ASSOCIATION HEALTH & WELFARE PLAN

The Amended and Restated Agreement and Declaration of Trust of the Buffalo Police Benevolent Association Health & Welfare Plan, dated May 16, 1995 is hereby amended as follows:

ARTICLE VIII

AMENDMENT AND TERMINATION

Section 1. **Unchanged.**

Section 2. **Termination by the Trustees.** This Agreement and Declaration of Trust may be terminated by an instrument in writing, executed by all the Trustees when the Executive Committee of the Association cases to make contributions to the Fund.

Section 3. **Unchanged.**

Section 4. **Unchanged.**

IN WITNESS WHEREOF, the Association and the Trustees have hereunto affixed their signatures this 5th day of February, 1996.

BUFFALO POLICE BENEVOLENT ASSOCIATION, INC.

BY: _____
President

BY: _____
Treasurer

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

SUMMARY PLAN DESCRIPTION

BUFFALO POLICE BENEVOLENT ASSOCIATION SEVERANCE BENEFIT PLAN

PLAN NO. 3

The following presents a summary description of the Police Benevolent Association Severance Benefit Plan ("Plan"). This Plan is maintained by the Buffalo Police Benevolent Association, Inc. ("Association") located at 74 Franklin Street, Buffalo, New York 14202. We urge you to read it carefully for a better understanding of the benefits that are available to you.

This pamphlet is intended only as summary of the Plan. Every effort has been made to accurately describe the Plan provisions, which are contained in the Plan documents. You should consult the Plan document in the event you have any questions about your benefits and the Plan's provisions that this pamphlet does not answer.

You may become more familiar with your Plan by reading the documents, which are available at the office of the Association, during regular business hours. If you would like you own copy of the documents, you may obtain one by writing to your Plan Administrator. There may be a small charge for this service.

PLAN NAME AND EFFECTIVE DATE

The Buffalo Police Benevolent Association Severance Benefit Plan originally became effective March 21, 1978.

This pamphlet described the Plan in operation on May 16, 1995, as updated for the Tax Reform Act of 1986 (TRA ' 86), the Omnibus Budget Reconciliation Act of 1986 (OBRA '86) and the Unemployment Compensation Amendment of 1992 (UCA '92).

PLAN YEAR AND RECORDS

Records of the Plan are kept on a Plan Year basis. The Plan Year is a 12-month period beginning January 1st each year and ending on December 31st.

DESCRIPTION OF BENFITS.

The benefits provided under this Plan are a lump sum retirement benefit payable to eligible Association members (as defined below) upon this retirement or payable to the eligible member's Beneficiary in the event said member dies before retirement. Said payment shall be in the amount of $1,500 for an Association member of twenty years plus an additional $50 for each year of membership in excess of the required twenty years. In the event of payment based on separation or death or disability where the Participant has less than twenty years of membership, his benefit shall be based upon $75 per year for each year or partial year of service.

No Participant, beneficiary or any person claiming by or through a Participant or Beneficiary shall have any vest right, title, or interest in or to the Fund or any money or property of the Fund or any part thereof, except as may be specifically determined by the Trustees under the Plan and in conformance with ERISA.

ELIGIBILITY

Employees eligible to participate under the Plan are those who are members in good standing of the Association at the time of his/her death, disability or retirement and have been a member of the Association a minimum of twenty (20) years at the time of his/her retirement or retired due to disability or died prior to having completed twenty (20) years of service.

As set forth in the Association By-Laws "Membership" in the Association is restricted to Bargaining Unit Employees of the Buffalo Police Department. A "member in good standing" includes only those who has fulfilled the requirement for membership, and have not voluntarily withdrawn from membership, become ineligible for continued membership or been suspended or expelled from membership.

FINANCING OF PLAN

The primary source of financing of the Plan is fund raising activities by the Association and any interest which accrues on the funds so raised.

The Plans funds are held in trust by the Trustees pursuant to the terms of this "Agreement and Declaration of Trust of the Buffalo Police Benevolent Association Retirement Benefit Fund."

DISTRIBUTION OF BENEFITS

Choosing Your Beneficiary

Upon becoming a member of the Association, you should choose a Beneficiary on a form available from your Plan Administrator.

If you are married and you die prior to retirement but are eligible for these benefits under the Plan, the Plan requires that your retirement benefits be paid to your spouse.

You may waive your spouse as your Beneficiary and designate someone else as your Beneficiary under the Plan. Your spouse must consent to this waiver in writing. This written consent must be witnessed by the Plan Official or Notary Public.

Your spouse may consent to this waiver in one of two ways:

1. Your spouse's consent may specifically acknowledge your designation of a person other than your spouse, in which case any future change of Beneficiary designation must have your spouse's written consent, or

2. Your spouse's consent need not specifically identify the non-spouse beneficiary, in which case you could change the Beneficiary designation in the future without your spouse's consent.

You may revoke the waiver at any time before your death, which would thus make your spouse the Beneficiary. If you want, you may then make a new election subject to the same provisions as specified above concerning spousal consent.

It is important that you and your spouse understand your respective rights and obligations concerning benefits payable upon your death, and particularly, the financial implications for your spouse of waiving his/her right to benefits upon your death.

Upon the death of any married Participant, the terms of the Plan document will supersede any Beneficiary designation on file that does not comply with the requirements stated above.

Since your spouse has certain government-mandated rights to your retirement benefits, you should immediately inform the Plan Administrator of any change in your marital status.

If you are not married, and you die prior to retirement, but are eligible for retirement benefits under the Plan, your retirement benefit will be distributed to the Beneficiary you have designated under the Plan.

It is important that you keep the Plan Administrator informed of your Beneficiary's proper name and address at all time. This will insure that your chosen Beneficiary will receive the retirement benefit available under the Plan.

If you do not designate a Beneficiary or if no name Beneficiary survives you, your retirement benefit will be distributed in accordance with the terms of the Plan. Please contact your Plan Administrator for further details.

QUALIFIED DOMESTIC RELATIONS ORDERS

A Qualified Domestic Relations Order is a court order that creates or recognizes an alternate payee's (e.g. spouse, former spouse, child) right to part or all of your Plan benefits. While ERISA generally protects Plan benefits against creditors, Qualified Domestic Relations Orders are an exception. Such an order may require payment of benefits to an alternate payee before the Participant has or is entitled to a distribution on account of death, even though the Plan prohibits distributions to the Participant earlier than this event. The Plan Administrator must notify you if the Plan receives a domestic relations order and must also determine, within a reasonable time, if the order is qualified. You and each alternate payee will be notified of the decision. In the meantime, the benefits affected are segregated in a separate account.

ADDITIONAL INFORMATION

TRUSTEES:

NAMES	ADDRESS	TITLE
JAMES PANUS	74 Franklin Street Buffalo, NY 14202	Chairman
WILLIAM MISZTAL Chairman/Treasurer	74 Franklin Street Buffalo, NY 14202	Co-
KEVIN KENNEDY	74 Franklin Street Buffalo, NY 14202	Trustee
WILLIAM GAMBINO	74 Franklin Street Buffalo, NY 14202	Trustee
JOHN EVANS	74 Franklin Street Buffalo, NY 14202	Secretary

Your Plan's Number: 03

The Association's Employer ID. No. is 16-1240173

Plan Administrator: The Trustees will serve as Plan Administrator and will be responsible for administration of the Plan and benefit information. Robert Meegan, Association President has been designated to represent the Plan Administrator. You may contact him at 74 Franklin Street, Buffalo, NY 14202, Telephone No. (716) 842-1258.

Agent for Service of Legal Process: Your Plan Administrator is designated to receive any summons or legal notice delivered to inform the Plan of a legal action concerning it.

Plan Fiduciaries: This Plan's Fiduciaries are the Trustees and the Plan Administrator.

Type of Pension Plan: Separation payment based on years of service.

Type of Administration: This Plan is operated under a Trust into which deposits are made and from which benefits are paid.

YOUR ERISA RIGHTS

As a Participant, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In additional to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan are called "Fiduciaries" of the Plan and are identified in the ADDITIONAL INFORMATION section of this booklet. They have a duty to operate the Plan prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer or other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for a benefit which is denied or ignored, in whole or in part, you may file suit in a state or federal court. It should happen that the Plan Fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs an fees, if for example, it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

PAYMENT OF BENEFITS

The retirement benefit under this Plan is payable to you upon receipt by the Plan Administrator of notice (by teletype) that you have retired and you will start to receive your pension under the New York Retirement System. In the event you die before retirement but are eligible for benefits under this plan, your Beneficiary should make an appointment with the Plan Administrator

to complete the forms necessary to process the benefit. Your Beneficiary should bring with him/her a copy of the death certificate.

A decision regarding the status of your claim should be made by the Plan Administrator within 90 days from the date the claim is filed.

IF YOUR CLAIM IS DENIED

Government regulations set forth specific procedures to take care of the rare instance when a claim for a benefit is denied in whole or in part. A claim for a benefit might be denied if:

1. The Plan Administrator does not believe a Participant is entitled to a death benefit.

2. The Plan Administrator disagrees with the amount of benefit to which the Participant believes he is entitled.

If this happens, the Plan Administrator should notify you in writing, of the reasons for the denial within 90 days of the date of the claim. If more time is required for a special case, the Plan Administrator may take up to an additional 90 days, but you will receive written notification explaining the special circumstances which require more time as well as indicate the date by which a final decision is expected (See the NOTE on the following page). The notice of denial should:

1. Explain why the claim for a benefit has been denied and specify the Plan provisions on which the denial was based;

2. Provide a description of any additional information needed and an explanation of why it is necessary;

3. Explain the claim review procedure.

If you do not receive notice of the status of the claim or the denial of the claim from the Plan Administrator within 90 days, or within 180 days if it is a special case, the Beneficiary can assume the claim has been denied and may then request a review of the denial.

REVIEW OF THE DENIAL

If the claim has been denied, you may request a review of the denial. You have 60 days after receipt of the written notice of denial to request a review. This request must be in writing and be made to any Plan Fiduciary. (The ADDITIONAL INFORMATION section of the booklet identifies the Plan Fiduciaries.) If you wish, you may also review the Plan documents and submit issues and comments supporting the claim, in writing, to the appropriate Fiduciary.

A review of the denial should be made in writing by the Plan Fiduciary within 60 days (See the NOTE below) after the request is received. The decision should:

1. Be written in a manner which can easily be understood;

2. Specify the Plan provisions on which the decision is based;

3. Tell the results of the review.

If you do not receive a decision on your request for review within 60 days, you can assume the request has been denied.

If you disagree with the results of the review, you may file suit in federal or state court. If the suit is successful, the court may award your legal costs including attorney's fees.

NOTE: The 90 and 60 day deadlines may be extended under special circumstances. You will be told of the extension in writing before the end of the 90 (or 60) day period. The extension notice will state why the extension is needed and the date your Beneficiary may expect a decision.