

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF BUFFALO
AND
THE BUFFALO POLICE BENEVOLENT ASSOCIATION, INC.
ADDRESSING STAFFING SUFFICIENCY & IMPACT BARGAINING
RELATED TO PUBLIC SAFETY EFFORTS**

This Memorandum of Agreement (hereinafter “Agreement”) is made by and between the City of Buffalo (hereinafter the “City”), through its Commissioner for the Department of Police (“BPD”), and the Buffalo Police Benevolent Association, Inc., (hereinafter “PBA” or “Union”) and resolves issues related to public welfare which are also related to subjects of collective bargaining.

WITNESSETH

WHEREAS, the City became self-insured in 2016, and the Union filed Class Action Grievance 16-008 which demanded the City engage in impact bargaining regarding the change to self-insurance and proceeded to progress towards arbitration on the issue **[Exhibit “A”]**; and

WHEREAS, the City and Union resolved Grievance 16-008 through Memorandum of Agreement dated 3 October 2018 (“2018 MOA”) which stated, *inter alia*, the following **[Exhibit “B”]**:

“3. The parties agree that all aspects of the existing health care benefits for all active PBA members, including, but not limited to the level of benefits and contribution rates for a member's first four (4) years of service, shall continue exactly as they are through June 30, 2026. This benefit under ¶3 herein applies to active members who are employed as of the execution date of this document. For those employees who are hired *after* the execution of this document, the parties will bargain health insurance coverage when the instant CBA expires. It is understood by the parties that prescription benefits are separate from health care benefits as contemplated in this paragraph.”

4. In the event an active PBA member dies, or a retired PBA member who retired on or after January 1, 2018 dies, at the option of the surviving spouse and/or eligible dependent(s), the surviving spouse and/or eligible dependent(s) will continue to receive the same health insurance benefits the member or the retired member would have been entitled to for a period of 36 months at either no cost or under the same contribution plan as the member or retired member would have paid. If the plan is the 998 Plan, the surviving spouse and/or eligible dependent(s) will continue to receive the same health insurance benefits for a period of 36 months. If the plan is the 298 Plan, the surviving spouse and/or eligible dependent(s) will continue to receive the same health insurance benefits for up to a period of 36 months, but if the surviving spouse and/or eligible dependent(s) become eligible for enrollment in a Medicare plan, they may be required to enroll in such plan. It is agreed and understood that should the surviving spouse and/or eligible dependent(s) obtain substantially similar health insurance during the 36 month period, the City will no longer be obligated to provide health insurance benefits to the spouse and/or eligible dependent(s).” ; and

WHEREAS, since the execution of the 2018 MOA, the parties entered into a new Collective Bargaining Agreement spanning the years 1 July 2021 to 30 June 2025, which increased the period of a Union member's contribution to healthcare to ten (10) years, for all members hired after 16 January 2024; and

WHEREAS, the Union has brought to the City's attention that a large number of their active members intend to retire before 30 June 2026—the imminent date stated in the above language from the 2018 MOA—out of belief that their current healthcare contributions may be increased if they fail to retire prior to that date [Exhibit "C"]; and

WHEREAS, a substantial number of Union members who are at risk of retiring out of belief that their current healthcare contributions may be increased are Lieutenants, who are the first line, immediate supervisors of the Police Officers who regularly interact with the public; and

WHEREAS, the City and Union understand the need to maintain sufficient police staff at all levels of supervision in order to efficiently enforce the law and create a safe environment for citizens of, and visitors to, the City of Buffalo; and

WHEREAS, the City believes that the police staff's use of certain equipment—to wit: Tasers and Vehicle Cameras—will create greater public safety and lead to better enforcement of the law; and

WHEREAS, the Union has indicated to Police management its belief that use of such equipment would result in a significant impact on their daily duties such that collective and impact bargaining is required as a matter of Civil Serve Law; and

WHEREAS, the extension of the Collective Bargaining Agreement between the parties is still in the early stages of negotiation, but public safety demands that certain actions be taken prior to the finalization of that agreement—

NOW, THEREFORE, with the intention of maintaining sufficient police staffing and supervision, of promoting the Police Department's use of equipment which in the Commissioner's discretion best serves the public safety, and of fostering good labor relations, and in consideration of the mutual agreements set forth herein, the parties agree as follows:

Promoting Sufficient Staffing and Supervision

1. After the date of the last signature on this Agreement, all aspects of the existing health care benefits for all active PBA members hired before 16 January 2024, including, but not limited to the level of benefits and contribution percentages for a member's first four (4) years of service, shall continue exactly as they are through 30 June 2029, such that these current active members hired before 16 January 2024 shall contribute to their healthcare premium for only four (4) years, and if this contribution obligation has already been met, then they shall pay nothing towards their healthcare premium.
2. After the date of the last signature on this Agreement, all aspects of the existing

health care benefits for all active PBA members hired after 16 January 2024, including, but not limited to the level of benefits and contribution percentages for a member's first ten (10) years of service, shall continue exactly as they are through 30 June 2029, such that these current active members hired after 16 January 2024 shall contribute to their healthcare premium for only ten (10) years.

3. All aspects of the existing health care benefits for all PBA members hired after the date of the last signature on this Agreement, including, but not limited to the level of benefits and contribution percentages, may be a subject of negotiations for the collective bargaining agreement currently being negotiated for the fiscal year beginning 1 July 2025.
4. Paragraph 4 of the 2018 Agreement shall be modified as stated below, applicable *only* for pertinent family members of such active members, or for pertinent family members of such retirees affected by those members' or retirees' deaths which occur after the date of the last signature on this Agreement:

"In the event an active PBA member dies, at the option of the surviving spouse and/or eligible dependent (s), the surviving spouse and/or eligible dependent(s) may choose to continue to receive the same health insurance benefits the member would have been entitled to for a period of 60 months, provided that the surviving spouse and/or dependents must pay the same amount that the deceased member would have been obligated to contribute at the time of death based on the member's date of hire. If the plan is the 998 Plan, the surviving spouse and/or eligible dependent(s) will continue to receive the same health insurance benefits for up to a period of 60 months. If the plan is the 298 Plan, the surviving spouse and/or eligible dependent(s) will continue to receive the same health insurance benefits for up to a period of 60 months, but only if the surviving spouse and/or eligible dependent(s) enroll in a Medicare plan if they become eligible for such plan, and failure to enroll in a Medicare plan for which they are eligible may result in termination of their City health insurance benefits. It is further agreed and understood that should the surviving spouse and/or eligible dependent(s) obtain substantially similar health insurance during the 60 month period, or if the surviving spouse should remarry, or if a dependent other than the surviving spouse should reach the age of twenty-six (26) years, the City will no longer be obligated to provide health insurance benefits to the spouse and/or eligible dependent(s).

In the event a retired PBA member who retired on or after January 1, 2018 dies, at the option of the surviving spouse and/or eligible dependent (s), the surviving spouse and/or eligible dependent(s) may choose to continue to receive the same health insurance benefits the retiree would have been entitled to for a period of 36 months, provided that the surviving spouse and/or dependents must pay the same amount that the retiree would have been obligated to contribute at the time of death based on the member's date of hire. If the plan is the 998 Plan, the surviving spouse and/or eligible dependent(s) will continue to receive the same health insurance benefits for up to a period of 36 months. If the plan is the 298 Plan, the surviving spouse and/or eligible dependent(s) will continue to receive the same health insurance benefits for up to a period of 36 months, but only if the surviving spouse and/or eligible dependent(s) enroll in a Medicare plan if they become eligible for such plan, and failure to enroll in a Medicare plan for which they are

eligible may result in termination of their City health insurance benefits. It is further agreed and understood that should the surviving spouse and/or eligible dependent(s) obtain substantially similar health insurance during the 36 month period, or if the surviving spouse should remarry, or if a dependent other than the surviving spouse should reach the age of twenty-six (26) years, the City will no longer be obligated to provide health insurance benefits to the spouse and/or eligible dependent(s).

Promoting Superior Policing, Law Enforcement, & Public Perception

5. After the date of the last signature on this Agreement, the *Taser Pilot Memorandum of Agreement and Policy* dated 23 October 2019 (“*Taser Agreement*”) [**Exhibit “D”**] shall be deemed to be a permanent agreement between the parties, with no ending date or sunset provision, and the Police Commissioner may enforce the provisions within this Taser Agreement.
6. After the date of the last signature on this Agreement, the *Memorandum of Agreement Relating To Body Worn Cameras* dated 11 September 2020 (“*Body Camera Agreement*”) [**Exhibit “E”**] shall remain in full force and effect, provided however, that Section III (B) (1) of the Body Camera Agreement shall be deemed to add the following language to Recording Procedures-Activation:
 - “k. For purposes of this agreement, ‘responding to, or servicing any call for service’ shall mean:
 - (1) the time immediately following when an officer, or other ranking employee, *begins* to respond and proceed *en route* to a call, regardless of whether they have acknowledged that they are officially responding to dispatch, and regardless of whether lights and/or sirens have been activated (sometimes referred to as “self-dispatch”), and/or
 - (2) the time immediately following when an officer or higher-ranking member progresses from routine patrolling to engaging in investigation or looking into suspicious activity.
 - l. For purposes of this agreement, ‘discussing tactics or strategy’ (or variants of that phrase, e.g., “tactical discussion”) shall mean discussions between sworn members, including discussions between lower ranking sworn members and sworn supervisors, which are not meant to be heard by the public, and which have the expectation of privacy, and which:
 - (1) are necessary to plan, coordinate, or brief the apprehension, containment, or setting of perimeters for suspect(s); and/or
 - (2) are necessary to plan, coordinate, or brief the execution of an order; and/or
 - (3) are necessary to plan, coordinate, or brief the execution of a warrant; and/or
 - (4) are necessary to review standard operational procedures, intelligence, or officer safety information which is not related to public interaction, and which is used in apprehending a suspect; and/or
 - (5) are necessary to review standard operational procedures, intelligence, or officer safety information which is not related to public interaction, and which is used in executing an order; and/or
 - (6) are necessary to review standard operational procedures, intelligence, or officer safety information which is not related to public interaction, and which is used in executing a warrant; and/or

(7) are administrative directives between supervisory sworn members and lower ranking sworn members which are not relevant to a public encounter.

m. For purposes of this agreement, ‘create a tactical disadvantage’ shall be narrowly construed, and shall involve situations where operating a Vehicle Camera would possibly expose sworn members’ plans on how to apprehend a suspect, execute an order, and/or execute a warrant, or expose standard operational procedures used in apprehending a suspect, executing an order, and/or executing a warrant.

n. Buffering mode must be activated upon an officer’s leaving the station house for their shift, and the body worn camera shall remain in buffering mode for the remainder of the shift until the body worn camera is activated or placed in non-recording mode or mute mode; provided however, that body worn cameras shall then be again placed in buffering mode when activation, non-recording, or mute mode usage has ended pursuant to the terms set forth in this policy. It is agreed that the period of pre-activation captured video while in buffering mode shall not exceed thirty (30) seconds.”

7. After the date of the last signature on this Agreement, the *Memorandum of Agreement Relating To Body Worn Cameras* dated 11 September 2020 (“*Body Camera Agreement*”) [Exhibit “E”] shall remain in full force and effect, provided however, that Section III (B) and Section III (C) shall be modified as follows:

- Section III (B) (3) shall be relabeled, “*Non-Recording and Mute Mode*”;
- The duplication of subparagraph “b” shall be corrected such that the second “b” shall now be labelled “c”— “*Mute Mode Usage*”;
- Section III (B) (3) (b) (iii) will be removed and addressed in the new Section III (B) (3) (c).
- There shall now also be Section III (B) (3) (d), resulting in the following new language:

“*III. Policy and Procedures...*

B. Recording Procedures...

3. Non-Recording and Mute Mode:

- a. *During any of the situations outlined in Section III(B)(1) above, an officer is not required to activate their BWC if:*
 - i. *The officer or another person is in immediate danger and activating the BWC is unsafe;*
 - ii. *Activating the BWC would be impractical, or would create a tactical disadvantage (as differentiated from “discussing tactics”) to the officer;*
 - iii. *Activating the BWC would delay an officer’s response to the safety needs of a citizen or fellow officer; or*
 - iv. *The officer’s BWC malfunctions.*

In any of these situations, an officer shall activate the BWC at the first reasonably safe opportunity to do so, and shall explain why there was a delay in activation, while recording, if possible, and additionally shall always complete a P-1385.

- b. *Certain situations should not be recorded by BWC due to their*

sensitive or confidential nature. These include the following:

- i. Conversations with Confidential Informants unless they become targets of a law enforcement investigation;
- ii. Conversations with undercover officers;
- iii. Locations where a special privacy concern exists, such as in the PBA office, rest rooms, locker rooms, places of worship, hospitals, detoxification facilities, or other medical facilities;
- iv. Inside of police buildings, or when present during the nonenforcement activities of other officers, unless law enforcement activities are being carried out in these areas;
- v. Inside of police vehicle when the officers are not otherwise engaged in actions laid out in Section III(B);
- vi. Conversations with potential witnesses who ask to remain anonymous or confidential;
- vii. Conversations with a victim or witness who requests that they not be recorded;
- viii. When explosives may be present;
- ix. When working with sexual assault survivors; or
- x. When working with juvenile victims or juvenile witnesses and the juvenile witness or juvenile victim requests the officer stop recording.

c. Mute Mode Usage:

- i. Mute mode may be used in situations where sworn law enforcement personnel are “discussing tactics,” as that phrase is contemplated above in Section II—“Definitions.”
- ii. Officers shall state on camera the reason for activating Mute Mode prior to activating Mute Mode.
- iii. Officers must disengage Mute Mode and reactivate their regular Body Worn Camera immediately after the tactical discussion is complete and/or when otherwise re-engaging the public or returning to activity which is related to investigation or returning to activity which would be considered evidentiary activity outside of the scope of regular patrol.

d. Reporting of a Non-Recorded Situation or Failure to Engage Mute Mode:

- i. If an officer fails to activate their BWC, chooses to terminate a BWC recording, or experiences a malfunction of their BWC, that officer must complete a P-1385 form articulating the reason(s) why the officer failed to activate their BWC, why the officer did not activate Mute Mode, why the BWC recording was interrupted, why the BWC recording was terminated, or explaining the malfunction of their BWC.
- ii. This P-1385 form must be filled out prior to the end of the officer's shift and submitted to their supervisor. Their supervisor shall then review all such P-1385 forms and forward them to the Agency Administrator; provided however, that if the sworn

officer has stated on camera the reason for failure to record or failure to enter mute mode, said officer may state on the P-1385 that the statement required on the P-1385 can be found on the camera footage.

...

C. Download Procedures...

- 3. An officer may request that recordings of an incident be retained for a longer period of time than that called for by the procedures created and published by the Agency Administrator (see, Section IV [E], below) by submitting a request to the Agency Administrator in a P-1385 form. The Agency Administrator is authorized to approve or deny such a request for retention beyond five (5) years. ”*
8. After the date of the last signature on this Agreement, the *Memorandum of Agreement Relating To Body Worn Cameras* dated 11 September 2020 (“*Body Camera Agreement*”) **[Exhibit “E”]** shall remain in full force and effect, provided however, that Section VII (B) shall read:

“B. BWC footage that is recorded in contravention of this MOA or any other applicable law shall not be retained or used for disciplinary or evidentiary purposes except where preservation is required by law, court order, litigation hold, statutory retention requirement, or where destruction could be reasonably construed to constitute spoliation of evidence in a pending or reasonably foreseeable legal or administrative proceeding.
9. After the date of the last signature on this Agreement, the *Memorandum of Agreement Relating To Body Worn Cameras* dated 11 September 2020 (“*Body Camera Agreement*”) **[Exhibit “E”]** shall remain in full force and effect, provided however, that Section VIII (D) shall now read:

“D. If the Internal Affairs Division determines that a sworn civilian complaint was not demonstrably false, and/or if the Internal Affairs Division decides not to refer a civilian sworn complaint to the Erie County District Attorney's Office for prosecution, the officer involved in such complaint will not face discipline for referring the case to the Erie County District Attorney's Office for criminal prosecution himself/herself while off duty. Furthermore, an officer may refer a civilian complaint he/she believes is fraudulent to the Erie County District Attorney's Office for criminal prosecution through their own counsel.”
10. After the date of the last signature on this Agreement, the parties acknowledge that Vehicle Cameras will be utilized in police vehicles of the Police Commissioner's choosing pursuant to the attached *Vehicle Camera Policy* **[Exhibit “F”]**.
11. After the date of the last signature on this agreement, the Commissioner of Human Resources may require individuals processing to be appointed to the title of Police Officer to submit proof of domiciled residency within the corporate limits of the City of Buffalo prior to examination or prior to hiring, and upon hiring, police officers and Union members shall maintain such domiciled residency within the corporate limits of the City of Buffalo for seven (7) years from the date of hire. Proof of such domiciled residency must be submitted to the Department of Human Resources upon demand, and dismissal from service for failure to meet this residency requirement shall not be a subject of discipline for the Police Commissioner, but shall instead be an issue of qualification for employment, which the Commissioner of Human Resources shall have the sole authority to

determine, and the Commissioner of Human Resources' determination on that issue shall be subject to appeal only pursuant to Article 78 of the New York State Civil Practice Law and Rules; provided however, that the seven (7) year residency requirement contained within this clause shall only apply to those individuals hired from eligible lists established after the date of the last signature on this agreement and who are appointed during the four (4) years immediately following the date of the last signature on this agreement.

12. The following parameters shall apply to the Special Weapons and Tactics Team ("SWAT Team"):

- a) After the date of the last signature on this Agreement, the SWAT Team Commander's regular shift shall be 06:45 to 16:45 hours, Monday through Thursday, and the SWAT Team Commander shall be a full-time position which operates out of the Police Garage at 341 Seneca Street as his/her designated workspace, and notwithstanding this being an assignment which is exempt from the bidding process for taking an assignment, the Commissioner shall only use the SWAT Team Commander in SWAT Team roles. SWAT Team Commander shall be appointed and serve at the Commissioner's discretion from any civil service rank in the Department in conformity with the Specialized Unit MOA dated August 2015 [Exhibit "G"].
- b) After the date of the last signature on this Agreement, only individuals holding the rank of Police Officer, Lieutenant, Detective, and Detective Sergeant may apply to serve on the SWAT Team.
- c) Toward the goal of curtailing costs, after the date of the last signature on this Agreement, unless contemplated in the language below making an exception for current members of the SWAT Team, the number of Lieutenants on the SWAT Team shall not exceed three (3) in number unless the SWAT Team Commander is a Lieutenant, in which case the number of Lieutenants on such Team shall not exceed four (4) in number (i.e., individuals may promote to Lieutenant and maintain their assignment to the SWAT Team so long as the above limitations are met).
- d) Notwithstanding the terms set forth above in Paragraph 12 (c), any individuals who are on the SWAT Team prior to the date of the last signature on this Agreement, and who hold a rank of Lieutenant or Captain shall be allowed to remain on the SWAT Team in those ranks until such time that they leave the SWAT Team, and after leaving the SWAT Team, shall not be permitted to return to the SWAT Team, unless returning as a Lieutenant, and subject to the limitations set forth above in Paragraph 12 (c), and Captains may not return to SWAT unless appointed as SWAT Team Commander.
- e) Notwithstanding the terms set forth above in Paragraph 12 (c) and Paragraph 12 (d) above, and irrespective of the total number of Lieutenants which are on the SWAT Team, any sworn member who is on the SWAT Team prior to the date of the last signature on this Agreement, and who is on the currently active preferred eligible list (List Number 2240021) for

appointment to police Lieutenant, or who is on the currently active promotional eligible list (List Number 2240023) for police Lieutenant, and who thereafter is appointed to the rank of Lieutenant from such list(s), may remain on the SWAT Team as a *Lieutenant only*, until they promote above Lieutenant—at which time they will be removed from the SWAT Team unless appointed to the role of SWAT Team Commander pursuant to Paragraph 12 (a) above—or until such time that they leave the SWAT Team, and shall not be permitted to return to the SWAT Team at a rank higher than Lieutenant, unless appointed SWAT Team Commander, and as limited by the terms in Paragraph 12 (c) above; however, any sworn member who is currently on the SWAT Team prior to the date of the last signature on this agreement, who then thereafter takes the next promotional Lieutenant's exam, will be removed from the SWAT Team if they accept appointment to the rank of Lieutenant from the list generated from such new exam, regardless of whether they were previously on either List Numbers 2240021 and 2240023, unless there is an opening on the SWAT Team as subject to the limitations set forth in Paragraph 12 (c).

- f) Any Police Officer, Lieutenant, Detective, or Detective Sergeant who is on the SWAT Team prior to the date of the last signature on this Agreement, and who thereafter promotes above the rank of Lieutenant, while on the SWAT Team, shall be removed from the SWAT Team if required by Paragraph "c"; provided however, individuals may promote to the ranks of Detective or Detective Sergeant and maintain their assignment to the SWAT team.
- g) Any sworn member above the rank of Lieutenant or Detective Sergeant who is on the SWAT Team prior to the date of the last signature on this Agreement, and who thereafter promotes higher than their current rank shall be removed from the SWAT Team.
- h) Police Officers who join the SWAT Team *after* the date of the last signature on this Agreement, and who thereafter promote to the rank of Lieutenant, shall be removed from the SWAT Team if such promotion to Lieutenant causes the SWAT Team to exceed the parameters set forth above in Paragraph 12 (c).

13. The Internal Affairs Division shall be relocated to 1345 Bailey Avenue by 31 March 2026, and the Behavioral Health Team shall be relocated to Police Headquarters located at 68 Court Street by 31 March 2026.

Miscellaneous

- 14. This agreement shall *not* be construed as a Memorandum of Agreement establishing a new Collective Bargaining Agreement for the year beginning 1 July 2025.
- 15. Should a court of competent jurisdiction find any part of this Agreement to be inoperable or void, such part shall not be enforced, but the remainder of this Agreement shall remain in effect, shall be binding on the parties, and will be fully enforced to the extent the law permits.

16. This Agreement shall be deemed executed and effective as of the date of the last signature on this Agreement.

17. This Agreement may be executed in counterparts, and facsimiles or photocopies of this Agreement with signature shall have the same force and effect as the original document.

FOR CITY OF BUFFALO:

Dated: _____ December 2025

Christopher P. Scanlon,
Mayor

FOR CITY OF BUFFALO:

Dated: _____ December 2025

Alphonso Wright,
Commissioner,
Department of Police

FOR CITY OF BUFFALO:

Dated: _____ December 2025

Patrick Overdorf
Deputy Commissioner,
Department of Police

**FOR BUFFALO POLICE
BENEVOLENT ASSOCIATION, INC.:**

Dated: _____ December 2025

John Davidson,
President

**FOR BUFFALO POLICE
BENEVOLENT ASSOCIATION, INC.:**

Dated: _____ December 2025

Robert S. Joyce, Jr.,
1st Vice President

**FOR BUFFALO POLICE
BENEVOLENT ASSOCIATION, INC.:**

Dated: _____ December 2025

Mark Goodspeed,
2nd Vice President

FOR CITY OF BUFFALO:

Dated: _____ December 2025

Joseph Fahey,
Deputy Commissioner,
Department of Police

FOR CITY OF BUFFALO:

Dated: _____ December 2025

Gladys Herndon-Hill,
Commissioner
Department of Human Resources

FOR CITY OF BUFFALO:

Dated: _____ December 2025

John J. Hannibal, IV, M.D., J.D.
Acting as Director of Employee Relations

APPROVED AS TO FORM ONLY:

Dated: _____ December 2025

Robert E. Quinn, Esq.,
Corporation Counsel
City of Buffalo Department of Law

**FOR BUFFALO POLICE
BENEVOLENT ASSOCIATION, INC.:**

Dated: _____ December 2025

Meghan Sullivan,
Recording Secretary

**FOR BUFFALO POLICE
BENEVOLENT ASSOCIATION, INC.:**

Dated: _____ December 2025

Robert Danner,
Treasurer

APPROVED AS TO FORM ONLY:

Dated: _____ December 2025

Daniel M. Killelea, Esq.,
Gilmour & Killelea, LLP
For Buffalo Police Benevolent Association