

## **CHAPTER 10: WORK HOURS, VACATIONS, TIME OFF, RECORD KEEPING**

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## **1.0 LABOR RELATIONS**

### **1.1 POLICY**

The City of Buffalo Department of Human Resources shall be the City agency primarily responsible for carrying out all those duties regularly regarded as being part of the labor relations function. It is the policy of the Buffalo Police Department to assist and advise the Department of Human Resources as it relates to Police Department matters and to actively participate, in conjunction with the Department of Human Resources, in all labor relations functions.

### **1.2 COLLECTIVE BARGAINING**

- A. The City of Buffalo Department of Human Resources is responsible for engaging in collective bargaining with the various collective bargaining representatives of Police Department employees. The Commissioner shall designate one or more persons to represent the Department's interest in any such negotiations.
- B. The four major collective bargaining units representing members of the Police Department are as follows:
  - 1. The Buffalo Police Benevolent Association
  - 2. The American Federation of State, County, and Municipal Employees, AFL-CIO – Local 650
  - 3. The American Federation of State, County, and Municipal Employees, AFL- CIO – Local 264
  - 4. Buffalo Crossing Guards Association
- C. The Department will advise and assist the Department of Human Resources and will actively participate in good faith negotiations with respect to wages, hours and other terms and conditions of employment.
- D. The Department will abide by all laws and ground rules for collective bargaining that arise out of, or pertain to, the collective bargaining process and labor arbitration.
- E. The Department will abide, in both the letter and the spirit, of all collective bargaining agreements, interest arbitration and grievance arbitration awards.

### **1.3 CONTRACT MANAGEMENT**

- A. The Commissioner shall designate a person who shall be primarily responsible for ensuring compliance with collective bargaining agreements, interest arbitration awards, grievance arbitration awards, and related court orders. Such person shall work in conjunction with the City of Buffalo Department of Human Resources in performing this function.
- B. Such person shall maintain copies of all current collective bargaining agreements, interest arbitration awards, grievance arbitration awards and court orders, that impact

on the wages, hours and terms and conditions of employment of Department employees.

- C. Such person shall be responsible for amending all written directives and procedures to reflect the terms of collective bargaining agreements, interest arbitration awards, grievance arbitration awards and court orders.
- D. Such person shall communicate to bargaining unit members any changes in wages, hours and terms and conditions of employment by which the member may be affected and such person shall provide to the members' managers and supervisors, a written copy of such changes.

1.4 WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT

Members of the Department are entitled to those wages, hours and terms and conditions of employment that are required by collective bargaining agreements, interest arbitration awards, grievance arbitration awards, court orders and applicable statutes. Questions concerning wages, hours and terms and conditions of employment shall be forwarded to that person whom the Commissioner has designated as being responsible for contract compliance (refer 10/1.9A above).

1.5 RETIREMENT PROGRAM

All employees of the Department are members of the New York State Retirement System. Information concerning retirement programs is available through the Department of Human Resources or directly through the New York Retirement System.

1.6 HEALTH AND LIFE INSURANCE PROGRAMS

Employees of the Department are entitled to health insurance and life insurance as specified in the respective collective bargaining agreements. Questions concerning applicability and coverage should be directed to the Department of Human Resources.

1.7 DISABILITY

Employees of the Department are entitled to disability benefits as specified in the respective collective bargaining agreements. Questions concerning disability shall first be directed to the Administration Deputy Commissioner.

1.8 UNIFORMS, EQUIPMENT AND CLOTHING ALLOWANCE

Uniforms, equipment and clothing allowance shall be provided to members of the Department in accord with the terms of the respective collective bargaining agreements. Refer to M.O.P. Chapter 12 - Uniforms and Equipment. Questions concerning uniforms and equipment shall be directed to the Department's Quartermaster.

1.9 EDUCATIONAL INCENTIVES

Educational incentives for Department members shall be as specified in the respective collective bargaining agreements. Questions concerning such benefits shall be directed to the Department of Human Resources.

1.10 CIVIL INDEMNIFICATION

General Municipal Law section 50-j together with the collective bargaining agreement between the City and the PBA, dictate the terms for civil indemnification for PBA members.

**2.0 WORK SHIFTS - PBA MEMBERS**

2.1 POLICY

It is the policy of the Buffalo Police Department to work cooperatively with the collective bargaining representatives of its employees so that personnel resources may be allocated in a manner that is most conducive to the efficient and effective provision of police services to the citizens of the City of Buffalo.

2.2 DEPARTMENT CALENDAR

For purposes of the Buffalo Police Department the daily, weekly and annual calendars are configured as follows:

- A. The calendar day begins at 0001hrs and ends at 2400hrs each day.
- B. The calendar weeks begin at 0001hrs each Sunday and end at 2400hrs the ensuing Saturday.
- C. Pay periods begin at 0001hrs on a Monday and continue for fourteen days concluding at 2400hrs on a Sunday.
- D. The calendar years begin at 0001hrs on January 1st and ends at 2400hrs on the ensuing December 31st.
- E. The fiscal year begins on July 1st and ends on the ensuing June 30th.

2.3 WORK HOURS FOR PBA REPRESENTED EMPLOYEES

Members of the Department represented by the Buffalo Police Benevolent Association shall work those hours that have been agreed upon pursuant to the Collective Bargaining Agreement.

- A. The regular hours of work shall be consecutive except for interruptions for lunch.
- B. Members of the Department represented by the PBA and assigned to Patrol Districts shall work a ten hour work shift, working four consecutive tours of duty followed by three days off, and then working another four consecutive tours of duty followed by four days off (i.e., 4-3, 4-4).
- C. Members of the Department who are represented by the PBA and who are not assigned to a ten hour work shift shall be assigned to an eight hour work shift as described in the collective bargaining agreement.

- D. Except for emergency situations, as declared by the Commissioner of Police, as outlined in paragraph "E" below, 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 an employee of a benefit to which (s)he would otherwise be entitled.
- E. Whenever public demands require the Commissioner of Police to suspend any vacation or any WV 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.

2.4 UNREPORTED ABSENCES AND TARDINESS

- A. Unless otherwise directed, members are required to report to a superior officer on duty in the command to which the member is assigned, all unscheduled absences from work. Such report shall be made no later than the beginning of the member's regularly assigned starting time. In the event that a superior officer is not readily available, the member shall contact the ***911 Lieutenant who shall in turn, notify the members command.***
- B. A member failing to report an absence shall be deemed to be absent without leave.
- C. A member who is scheduled to work and reports for duty within one (1) hour of the regularly assigned starting time shall not be considered absent without leave. Such member shall be considered tardy.
- D. Unreported absences and tardiness may result in disciplinary action.

2.5 SHIFT TIMES – SWORN

- A. For members of the Department represented by the PBA and assigned to Patrol Districts, shift times shall be as follows:

Second Platoon	0600hrs – 1600hrs
Third Platoon	1000hrs – 2000hrs
Fourth Platoon	1530hrs – 0130hrs
Fifth Platoon	2000hrs – 0600hrs

- B. The first fifteen (15) minutes of each shift shall be designated as briefing times. Employees must be present daily for briefing time unless otherwise excused by their Commanding Officer.
- C. For members of the Department represented by the PBA who are assigned to the first shift in headquarters and who are working an eight-hour schedule, their starting time shall begin no earlier than 0600hrs and no later than 1000hrs, consistent with current practice.

## 2.6 OVERTIME COMPENSATION – SWORN

- A. Whenever any employee represented by the PBA 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.
- B. Overtime shall consist of all work performed in excess of eight (8) hours performed in any eight (8) hour tour of duty and 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) minutes periods.
- C. Members who are off duty and are called into work because of a shortage of manpower, other than members of the URRT, SWAT, CMT, and K-9 will receive a minimum of four (4) hours pay at the rate of time and one-half. Members reporting for work after the time they are requested shall receive compensation (four hour minimum at the rate of time and one-half) starting at the time of their actual arrival.

## 2.7 OVERTIME PROCEDURE – SWORN

- A. In the event that the Commissioner of Police determines overtime is required, the opportunity to work overtime shall be offered as follows:
  - 1. The senior off duty Police Officer assigned to the District, 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 District. Said opportunity shall likewise pass through the District based on seniority.
  - 2. If no Police Officer who is assigned to the District or Bureau in which the manpower shortage occurs accepts the overtime, then the most junior Police Officer assigned to that District or Bureau would 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.
  - 3. In case of emergency, where a command Officer cannot readily contact a Police Officer 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.
  - 4. The Police Officer who created the manpower shortage will not be considered to fill the vacancy, except those on regularly scheduled annual vacation of one (1) or more weeks
  - 5. 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.

6. 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.
    - a. 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 Detectives 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.
  7. 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.
  8. In the event of the necessity to replace a Captain or Inspector, the most senior Officer, of the rank to be filled within that 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.
  9. 16 Hour Rule – In no instances shall a sworn Officer work more than 16 hours in a 24 hours period.
- B. In the event of the necessity to replace a member consistent with the provisions contained in "A" above, the opportunity to work overtime shall not be offered:
1. to members on personal leave days until all other eligible members have first been offered the opportunity;
  2. to members on single AV days until all other eligible members including members on personal leave days, have first been offered the opportunity;
  3. to members who have availed themselves of the "Preferred Overtime" incentive until all other eligible members including members on personal leave days and members on single AV days, have first been offered the opportunity;

4. to members who have been off due to sickness or injury within fourteen (14) days of the overtime opportunity, until all other eligible members including members on personal leave days, members on single AV days, and members who have availed themselves of the "Preferred Overtime" incentive, have first been offered the opportunity.
5. to members on military leave, bereavement leave, leave of absence, sick leave, maternity leave, or on a limited duty assignment, under any circumstances.

## 2.8 OVERTIME PRE-APPROVAL REQUIRED IN CERTAIN CASES

In order to provide some auditing capability and some documentation, overtime must be pre-approved. This pre-approval requirement does not apply to instances of overtime which are authorized to fill minimum staffing levels, late 911 calls, late arrests, and call outs of specialized units (i.e. SWAT, CMT, URRT, Det. Division Squads, K-9, etc.).

- A. After the individual command determines that overtime is necessary, the District Commander or his/her designee shall prepare the Authorization For Overtime form and forward it to the appropriate Chief/DPC/or Police Commissioner. This form should be forwarded well in advance of the date for which overtime is requested.
- B. The request is reviewed and the approval or disapproval is faxed or e-mailed to the requesting command the same day.
- C. If overtime has been approved the Officer working the overtime prepares form P-77 that is forwarded to the Chief's Office along with a copy of the approval and a copy of form P-3 for the tour worked.
- D. Upon verification by the Chief the documentation is delivered to the Office of Fiscal Management for entry into the payroll system.

## 2.9 MINIMUM OVERTIME - HAZARDOUS DUTY SQUADS

Unit members who perform hazardous duties in SWAT, URRT, CMT and K-9 Bomb Detection shall receive the minimum pay guarantee as noted below:

- A. If the team member is on duty and participates in the operation, (s)he shall be granted four (4) hours of straight time pay, at his/her regular hourly rate. If the member is on duty, reports to the scene but does not participate, (s)he is not entitled to any additional stipend.
- B. If a team member is off duty, is called in and participates in an operation, (s)he shall receive eight (8) hours of overtime pay at the rate of time and one-half which shall begin from the time of the call. The foregoing eight (8) hours shall include that time the team member actually works.
- C. If a team member is off duty and the operation exceeds eight (8) hours in duration, (s)he shall receive overtime at the rate of time and one-half for all time worked.

- D. If a team member is off duty, is called in but does not participate in the operation, (s)he shall be granted four (4) hours of overtime pay, at the rate of time and one-half, which shall begin from the time of the call.

## 2.10 PREFERRED OVERTIME - SWORN

The "Preferred Overtime" incentive is a program that may be used by PBA members in anticipation of retirement. Generally, it allows them to work on an overtime basis when they would otherwise be scheduled on AV's and/or PL's. The details and requirements of the "Preferred Overtime" incentive are fully described in the collective bargaining agreement.

## 3.0 WORK HOURS - LOCAL 650 MEMBERS

### 3.1 POLICY

It is the policy of the Buffalo Police Department to work cooperatively with the collective bargaining representatives of its employees so that personnel resources may be allocated in a manner that is most conducive to the efficient and effective provision of police services to the citizens of the City of Buffalo.

### 3.2 WORK HOURS - LOCAL 650 MEMBERS

Members of the Department represented by Local 650 shall work as follows:

- A. The regular hours of daily work shall be consecutive except for interruptions for lunch. Each employee who works a minimum of four hours is entitled to a one hour lunch period. In addition, employees are entitled to a fifteen-minute rest period during each one-half shift.
- B. Employees shall be scheduled to work at a regular work shift as determined by the Commissioner, which work shift shall have a regular starting and quitting time. Except where otherwise agreed to by the City and the member's bargaining representative, each member shall work a five day, eight hour work schedule, with two off days per week.

### 3.3 OVERTIME - LOCAL 650 MEMBERS

A. Members of Local 650 shall be compensated at the rate of time and one-half for:

- 1. All work performed in excess of eight hours in any workday and all work performed in excess of forty hours in any workweek;
- 2. All worked performed before or after any scheduled work shift;
- 3. All work performed on the sixth and seventh day of their regular workweek;
- 4. All work performed on holidays.

B. For the purpose of this section, excused absence or sick leave within a regularly scheduled five day workweek shall be counted as days worked for the purpose of computing overtime compensation.

- C. No overtime compensation shall be made unless the overtime work has been specifically authorized by the Commissioner or his/her designee.
- D. At the option of the individual employee, compensation for overtime worked may be taken in the form of either time or money. Compensation time is set at a maximum of 48 hours per fiscal year (which is cumulative), once the maximum number of hours is met within the fiscal year, money must be taken in lieu of time.
- E. A record of overtime hours worked by each Local 650 member shall be posted by the Department and maintained on a weekly basis on the bulletin boards of each effected unit.

3.4 MINIMUM OVERTIME COMPENSATION

Local 650 employees called to work outside their regularly scheduled shift shall be paid for at least four (4) hours work at their straight time rate of pay, whether the entire four (4) hours are worked or not. Those employees who work in excess of two and three-fourths (2 3/4) hours shall be compensated at time and one-half (1 1/2) for all time worked.

3.5 PRE-APPROVED OVERTIME REQUIRED IN CERTAIN CASES

Refer to M.O.P. Chapter 10 above.

3.6 HOLIDAYS - LOCAL 650 MEMBERS

A. The following days are paid holidays for Local 650 members:

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

- B. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the paid holiday. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the paid holiday.
- C. Any employee who is required to work on any of the holidays listed above shall be compensated at the rate of time and one-half in addition to the holiday pay.
- D. For the purpose of computing overtime compensation, all holiday hours, whether worked or not worked, for which a member is compensated, shall be regarded as hours worked.

- E. Should any of the holidays listed above occur during an employee's vacation period, his/her vacation shall be extended by the number of days equal to the number of holidays falling within that vacation period

#### **4.0 WORK HOURS - LOCAL 264 MEMBERS**

##### **4.1 POLICY**

It is the policy of the Buffalo Police Department to work cooperatively with the collective bargaining representatives of its employees so that personnel resources may be allocated in a manner that is most conducive to the efficient and effective provision of police services to the citizens of the City of Buffalo.

##### **4.2 WORK HOURS - LOCAL 264 MEMBERS**

- A. The normal workweek for members represented by Local 264 shall consist of five (5) consecutive, eight (8) hour days, including a lunch period, Monday through Friday, inclusive. In the case of members assigned to perform radio dispatching duties, cell block related duties, or maintenance related duties in Police Headquarters or in the various stationhouses, the Commissioner may negotiate with the collective bargaining representative of Local 264 to create a schedule other than a Monday through Friday schedule.
- B. All employees represented by Local 264 shall be scheduled to work at a regular work shift as determined by the Commissioner, which work shift shall have a regular starting or quitting time, except for emergency situations or seasonal operations as declared by the Commissioner. Work shift schedules shall not be changed except when the change is mutually agreed upon.
- C. The work schedules for employees represented by Local 264 shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of the one-half (1/2) shift whenever feasible. Under no condition shall a member receive less than two (2) fifteen minute rest periods during any one (1) complete work shift. Members who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before beginning work on the next shift. In addition, they shall be granted the regular rest periods that occur during the said shift.
- D. Employees represented by Local 264 shall be granted a fifteen (15) minute personal clean up period prior to the end of each work shift. In the event that the employee works beyond his/her regular quitting time, the personal clean up period will be taken prior to their leaving work.

##### **4.3 OVERTIME - LOCAL 264 MEMBERS**

- A. No overtime payment shall be made unless the work has been specifically ordered by the Commissioner or his/her designated representative.

- B. Members of Local 264 shall be compensated at the rate of time and one-half (1 1/2) for any of the following work:
  - 1. all work performed in excess of eight (8) hours in any workday;
  - 2. all work performed in excess of forty (40) hours in any workweek;
  - 3. all work performed before or after any scheduled work shift;
  - 4. all work performed on Saturday or Sunday by any member who's work shift does not regularly include the Saturday or Sunday in which (s)he was requested to work;
  - 5. for members who are regularly scheduled to work on Saturday or Sunday, all work performed on the sixth or seventh day of their regular workweek;
  - 6. all work performed on any of the holidays listed in M.O.P. Chapter 10.
- C. Compensatory time off shall not be used in lieu of overtime pay.
- D. For purposes of this section, excused absences or paid sick leave within a regularly scheduled five (5) day work week shall be counted as days worked for the computation of overtime pay.

4.4 MINIMUM OVERTIME COMPENSATION – LOCAL 264 MEMBERS

- A. Employees represented by Local 264 who are called in to work outside of their regularly scheduled shift, from Monday through Friday, shall be paid for at least two (2) hours at their overtime rate whether the entire two (2) hours are worked or not.
- B. Employees represented by Local 264 who are called in to work outside of their regularly scheduled shift on Saturdays, Sundays and holidays shall be paid at least (4) hours at their overtime rate whether the entire four (4) hours are worked or not.

4.5 OVERTIME PROCEDURE - LOCAL 264 MEMBERS

- A. Overtime shall be shared equally by all members working within the same job classification within the Department.
- B. The opportunity to work overtime shall be offered to members within the same job classification on a rotation basis. Members who are offered overtime work on this basis but who decline to accept shall be considered to have worked overtime for the purpose of determining equal distribution of overtime.
- C. Except in cases of emergency, overtime work shall be voluntary and there shall be no discrimination against any employee who declines to work overtime.
- D. In emergency circumstances, the Commissioner may direct employees to work overtime for reasonable periods.
- E. A record of the overtime hours worked by each member represented by Local 264

shall be posted and maintained on a weekly basis on a Department bulletin board.

4.6 PRE-APPROVED OVERTIME REQUIRED IN CERTAIN CASES

Refer M.O.P. Chapter 10 above.

4.7 HOLIDAYS - LOCAL 264 MEMBERS

A. Employees represented by Local 264 shall be eligible for holiday pay if:

1. the employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff, or sick leave, and
2. the employee worked his/her last scheduled workday prior to the holiday unless (s)he is excused by the City or if (s)he was absent for any reasonable purpose.

B. If a holiday is observed during an employee's vacation period, the employee shall be given an additional day off.

C. In addition employees represented by Local 264 are entitled to the same holiday benefits enumerated in M.O.P. Chapter 10.

4.8 EMPLOYEE ABSENCE – LOCAL 264 MEMBERS

A. Unless otherwise directed employees represented by Local 264 shall report all absences from work to their Superior Officer no later than the beginning of the employee's regularly assigned starting time.

B. Any employee who fails to report an absence will be considered absent without leave.

C. An employee who reports for work within thirty (30) minutes of the regularly assigned starting time shall not be considered as having an unreported absence but instead, shall be considered tardy.

D. Anticipated tardiness must be reported to the employee's Superior Officer no later than the beginning of the member's assigned starting time.

E. Unreported absences and tardiness will result in disciplinary action.

**5.0 VACATIONS**

5.1 POLICY

The Department recognizes that vacation time is an important benefit to its employees and that it is an integral part of the work environment. It is the policy of the Department to balance the need to provide police service to the public, with the employee's entitlement to vacation, and to do so in a manner consistent with the collective bargaining

agreement.

## 5.2 VACATION ENTITLEMENT

Vacation time shall be granted in compliance with the collective bargaining agreements in existence between the City of Buffalo and the respective bargaining units (i.e., PBA, Local 650 and Local 264).

## 5.3 VACATION PERIODS

- A. Vacation periods shall be divided into Spring, Summer, and Fall vacation periods.
- B. Before the first of December of each year, the Commissioner will designate the dates and times of each vacation period.

## 5.4 DRAWING FOR ANNUAL VACATIONS

- A. Annual vacations shall be granted on the basis of seniority in grade, within the respective Departmental units.
- B. Selection of vacation shall be made under the supervision of the respective Commanding Officers, and posted in the command, not later than January 15th of each year.
- C. Vacation schedules shall be submitted to the respective Division/District Commanders for final approval, not later than January 10th of each year.
- D. Vacation selections shall be made during the month of December, for the following year.

## 5.5 ANNUAL VACATION SCHEDULING - PBA

Annual vacation scheduling for members represented by the PBA shall be as follows:

- A. The most senior member in grade in each platoon or unit shall select his/her vacation first. In Patrol Districts in which each platoon is divided into two wheels, the most senior member in each wheel will select his/her vacation first. Other members shall then select in order of seniority.
- B. Generally, a maximum of two full weeks may be taken during the summer vacation period. For members working an eight-hour schedule this is equivalent to ten, eight-hour days. For members working a ten-hour schedule, it is equivalent to eight, ten-hour days. However, if, after all members of the platoon/wheel/unit have had an opportunity to make their vacation selections and there continues to exist vacancies in the summer vacation period, they may be filled on the basis of seniority. In such case only one additional week may be allowed in the summer vacation period (i.e., five, eight hour days for members on the eight-hour schedule, and four, ten hour days for members on the ten hour schedule).



- C. A member represented by the PBA may use at his/her option up to five (5) single AV days for ten-hour employees, or ten (10) single AV days for eight-hour members, one at a time, during the months of June, July and August. These single AV days may be taken in addition to any other scheduled summer vacation, provided they are not taken in consecutive units.
- D. Captains shall choose their annual vacations, by seniority, from within their respective commands. No more than one Captain from any one command shall be on annual vacation at the same time.

#### 5.6 ANNUAL VACATION SCHEDULING - LOCAL 650 AND LOCAL 264

- A. Vacations for members of Local 650 and Local 264 shall be granted for the period requested by the employee, subject to the approval of the Commissioner. Such approval shall not be unreasonably withheld. If it is necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority with the City shall be given his/her choice of vacation period. No vacation request shall exceed more than twenty-five (25) consecutive days at one time.
- B. Employees represented by Local 264 may take vacation leave in units of four (4) hours or eight (8) hours.

#### 5.7 SCHEDULING LIMITATIONS

- A. Commanding Officers shall designate the number of members in each unit who may be on annual vacation at one time.
- B. In platoons, work wheels, or groups, of sixteen members or less, no more than two members may be on annual vacation at one time.
- C. In platoons, work wheels, or groups, of more than sixteen members, no more than three persons may be on annual vacation at one time.
- D. Only one Lieutenant per platoon in a district shall be on annual vacation at one time.
- E. Commanding Officers shall be responsible for regulating vacation schedules so that manpower requirements can be adequately met.

#### 5.8 PREPARING REQUEST FOR PAID LEAVE OF ABSENCE (P-12)

- A. An employee must prepare a Request for Leave of Absence (Form P-12) in every instance in which (s)he is taking vacation time.
- B. The employee's immediate superior shall in all cases forward the P-12 to his/her Commanding Officer.
- C. Requests for single AV days that would create a personnel shortage shall not be

initialed by the immediate superior but shall be forwarded to the Commanding Officer for review. The immediate superior shall apprise the Commanding Officer when there is not sufficient personnel to grant such request.

- D. Any personnel submitting a request for a leave with pay due to City business, must submit a Request for Leave of Absence (P-12) requesting such leave. The P-12 must include the following:
  - 1. the location of City business
  - 2. the time
  - 3. a description of the request must be filled in under the “reason” portion of the leave slip.

The completed P-12 MUST be submitted to the Police Commissioner or a Deputy Police Commissioner prior to the City business leave date(s) for authorization.

#### 5.9 CHANGING VACATION SCHEDULES

- A. Employee's annual vacations shall not be changed, except by mutual consent of the employee and the employee's Commanding Officer (Captain or above).
- B. Employees shall take their annual vacations as scheduled unless they have previously asked for, and received permission from, their Division/District Commanding Officer (Captain or above) to change their vacation schedule. Other employees of the unit affected by the changes must also consent. In any other case, other than in those specific instances in which an employee is allowed to carry vacation over to the next consecutive year, employees will forfeit their vacation unless it is taken as scheduled.
- C. Except upon promotion, a transferred employee shall retain his/her selected annual vacation. Promoted employees shall retain their selected annual vacation whenever possible.

#### 5.10 VACATION CARRYOVER - PBA MEMBERS

The Commissioner shall allow vacation time to be carried over into the next year consecutive year for members represented by the PBA when:

- A. the Commissioner requests or requires a member to forego scheduled vacation in order that the Department may provide and maintain adequate service to the public;  
  
or
- B. the member is unable to take his/her annual vacation as scheduled due to being injured in the discharge of his/her duties.

#### 5.11 VACATION ACCUMULATION - LOCAL 650 AND LOCAL 264 MEMBERS

Members represented by Local 650 and Local 264 are entitled to accumulate vacation time. In no instance shall any member be allowed to exceed the maximum bank

allotment. The maximum bank allotment is described in the collective bargaining agreement between the City and Local 650 and the City and Local 264. The Commissioner at his/her sole discretion may allow a maximum of ten (10) additional vacation days to accumulate in excess of the maximum bank allotment but only in the following circumstances.

- A. The Commissioner requested and the employee agreed to forego scheduled vacation in order that the Department could provide and maintain adequate service to the public.
- B. The employee became ill or incapacitated prior to taking such vacation and the illness or accident is medically verified by the attending physician or a physician designated by the City, who specifies the nature and date of the disability.
- C. The employee was injured during the discharge of his/her duties.

## **6.0 LEAVES OF ABSENCE - WITH PAY**

### **6.1 POLICY**

The Department recognizes that occasionally there may arise circumstances in which its members require time off from work, separate and apart from their regularly scheduled vacations. It is the policy of the Buffalo Police Department to grant these leaves of absence consistent with existing laws and applicable collective bargaining agreements so long as granting the leave request does not diminish the Department's ability to adequately provide police services to the public.

### **6.2 PERSONAL LEAVE TIME - PBA MEMBERS**

- A. Members may utilize Personal Leave Time to the extent of their personal leave allotment as specified in the Collective Bargaining Agreement.
- B. Personal leave time may not be taken in units of less than one-half (1/2) of a working day.
- C. Members must prepare and submit a Request for a Leave of Absence (Form P-12) at least forty-eight (48) hours in advance of the leave.
- D. When an emergency situation makes the giving of the required forty-eight (48) hour notice impossible, the member may request to be allowed to take the personal leave time on an emergency basis. The request for an Emergency Personal Leave must be made to either the member's Lieutenant, Captain or District Chief, or in their absence, the ***Senior on duty Command Officer***. Said emergency personal leave day may be granted provided sufficient documentation of the emergency is produced upon request.

6.3 PERSONAL LEAVE TIME - LOCAL 650 AND LOCAL 264 MEMBERS

- A. Employees represented by Local 650 and Local 264 may use personal leave to the extent of their personal leave allotment as specified in the existing collective bargaining agreement. It may be used at the employee's discretion so long as the absence will not seriously hamper or impede the necessary work of the Department.
- B. Personal leave may not be taken in units of less than one-half (1/2) of a working day.
- C. Employees must prepare and submit form P-12 at least twenty-four (24) hours in advance of the leave except where an emergency situation makes the giving of notice impossible.

6.4 UNION RELEASE TIME

Accredited union representatives shall be allowed time off consistent with the existing collective bargaining agreements and release time agreements.

6.5 BEREAVEMENT LEAVE - PBA MEMBERS

- A. Each permanent Department member represented by the PBA is entitled to forty (40) hours of bereavement leave for a death of an immediate family member. This bereavement leave is non-cumulative and is non-chargeable to any other leave and if taken, must commence on the day of death and continue on consecutive calendar days.
- B. If a member was on regularly scheduled WV's during the time of bereavement, the WV's shall be canceled and the member placed on Bereavement Leave. The WV's that were canceled may be taken at the end of the bereavement leave or within the ensuing sixty (60) days.
- C. The member must cause a Request for Leave of Absence (P-12) to be prepared and is required to attend the funeral or memorial service.
- D. The immediate family includes 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 steparent, stepbrother, stepsister and stepchild.

6.6 BEREAVEMENT LEAVE - LOCAL 650 MEMBERS

- A. Employees of the Department represented by Local 650 are entitled to five (5) consecutive calendar days off for a death in their immediate family (except as specified in subsection F, below).
- B. The first day of the bereavement leave is as follows:

1. the day of death provided the death occurs during those hours which are considered the member's hours of work, regardless if the member is actually scheduled to work;
  2. the day following the death when the death occurs subsequent to those hours which are considered the member's hours of work, regardless of whether the employee is actually scheduled to work.
- C. This bereavement leave is noncumulative and non-chargeable to any other leave.
- D. The employees must cause a P-12 to be prepared and must attend the funeral or memorial service.
- E. The immediate family of the employee or his/her spouse shall include the spouse, grandparent, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, or step-relatives, and any other relatives of the employee or of his/her spouse residing in the household of the employee. Step-relatives are defined as follows: stepparents, stepbrother, stepsister, stepchildren, and step grandchildren, step grandparents.
- F. One day of bereavement leave shall be allowed for the death of an aunt, uncle, niece, or nephew.

#### 6.7 BEREAVEMENT LEAVE - LOCAL 264 MEMBERS

- A. Employees represented by Local 264 who are absent from duty on account of a death in his/her immediate family of his/her spouse's family shall received his/her established compensation for a period not exceeding five (5) days for each such death (except as specified in subsection E and F, below).
- B. Bereavement leave is noncumulative and non-chargeable to any other leave.
- C. The employee must cause a form P-12 to be prepared, attend the funeral or the memorial service, and shall upon request of the Department, submit proof of the relationship to the deceased.
- D. Immediate family shall include the spouse, grandparent, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, step relatives and any other relatives of the employee or their spouse residing in the household of the employee. Step relatives are defined as step grandparents, stepparents, stepbrother, stepsister, stepchildren and step grandchildren.
- E. Bereavement leave for the employee's or their spouse's brother-in-law and sister-in-law shall be three (3) consecutive days.
- F. In the event that death occurs to the employee's aunt, uncle, niece or nephew, (s)he shall be entitled to one (1) day's absence with pay. Such excused day shall be the day

of the funeral or burial service.

6.8 JURY DUTY

Employees of the Department with at least thirty (30) days of service who are required to serve for jury duty shall be granted a leave of absence with pay on the date(s) on which they actually serve.

6.9 CIVIC DUTY - LOCAL 264 MEMBERS

Employees represented by Local 264 who are required to appear before a court or other public body on any matter not related to their work and in which they are not personally interested shall be granted a leave of absence therefore. The City will pay them the difference, if any, between the compensation they receive from the court or other public body and their regular wages for each day of service.

6.10 BLOOD DAYS

Each employee of the Department who makes a blood donation to the Red Cross, UNYTS or Roswell Park, shall be entitled to a leave of absence of one tour of duty for each donation, limited to a maximum of two (2) tours of duty per calendar year. All such leave time must be used within sixty (60) days of the date of the donation.

6.11 VETERAN'S DAYS

All PBA employees that have served in the United States Military and has been Honorably Discharged or, who are still serving in the United States Military; shall receive three days off with pay for each calendar year. Proper proof of United States Military service, such as a DD-214 or similar document must be provided in order to receive the veteran accruals. These veteran accruals shall be designated on the affected employee's payroll stubs as vet's days. The payroll stubs shall indicate when an employee earns a vet's day and when such day is utilized. The vet's days will be earned on Independence Day (July 4<sup>th</sup>), Veteran's Day (November 11<sup>th</sup>) and Memorial Day. According to past practice, each employee will have one year from the day a vet's day is earned to use it.

6.12 PREPARING REQUEST FOR LEAVE OF ABSENCE (FORM P-12)

- A. A Request for Leave of Absence (Form P-12) shall be prepared in duplicate for all leaves of absence and it shall be submitted to the employee's immediate superior. Leave requests shall be submitted at least forty-eight (48) hours before the start of such leave unless indicated otherwise.
- B. The immediate supervisor shall initial the P-12 if there is sufficient manpower and the Commanding Officer shall sign such request if (s)he deems the member entitled to such leave.
- C. Leave requests that would create a personnel shortage shall not be initialed by the immediate superior but shall be forwarded to the Commanding Officer for review. The immediate superior shall apprise the Commanding Officer when there is not sufficient personnel to grant leave requests.

## **7.0 LEAVES OF ABSENCE - WITHOUT PAY**

### **7.1 POLICY**

The Department recognizes that occasionally circumstances may arise in which its members require time off from work without pay. It is the policy of the Buffalo Police Department to grant these leaves of absence without pay for good cause, consistent with existing laws and applicable collective bargaining agreements. However, granting such leave requests must be balanced against the Department's ability to adequately provide police services to the public.

### **7.2 UNPAID LEAVES OF ABSENCE – GENERALLY**

- A. The Commissioner may grant unpaid leaves of absence. Leaves of absence shall not exceed one (1) year, however, such leave may be renewed or extended.
- B. Requests for leaves of absence in excess of thirty (30) days that have the consent of the Commissioner shall be filed with the City Clerk for presentation to the Common Council. The certificate shall set forth the date on which the leave of absence begins and ends.
- C. Whenever a leave of absence without pay is granted to an employee of the Department, the Commissioner shall file a certificate with the Municipal Civil Service Commission, showing the starting and ending dates of the leave.

### **7.3 RETURNING FROM AN UNPAID LEAVE OF ABSENCE**

- A. Employees of the Department who have been on an unpaid leave of absence of thirty (30) days or more shall contact their Commanding Officer at least one day prior to the employee's return to duty.
- B. Employees of the Department who have been on an unpaid leave of absence of ten (10) days or more and who wish to return to duty prior to the scheduled expiration of their leave, shall apply to the Commissioner for permission on an Intra-Departmental Memorandum, at least three (3) days before his/her anticipated return to duty.

### **7.4 FAILURE TO RETURN FROM AN UNPAID LEAVE OF ABSENCE - PBA**

Members of the Department represented by the PBA who fail to return from an authorized leave of absence without pay within five (5) days subsequent to the expiration of the leave shall be terminated by the Department without a hearing. Such termination shall be final without recourse to the disciplinary procedures contained in the collective bargaining agreement.

### **7.5 FAILURE TO RETURN FROM AN UNPAID LEAVE OF ABSENCE - LOCAL 650 MEMBERS**

Failure to report for duty within five consecutive working days of the expiration of an unpaid leave of absence, or any extension thereof, shall be deemed a resignation from the

Department. The Department may commence a disciplinary hearing against the employee in accordance with Section 75 of the NYS Civil Service Law.

7.6 FAILURE TO RETURN FROM AN UNPAID LEAVE OF ABSENCE - LOCAL 264

Failure to report for duty immediately following the expiration of a leave of absence without pay or any extension thereof will be deemed a resignation from the Department. Twenty (20) days prior to the expiration of the leave, the employee will be notified by registered mail, return receipt requested, that if (s)he fails to return to work immediately upon the expiration of the leave, (s)he will be terminated.

7.7 ELECTION OR APPOINTMENT TO PUBLIC OFFICE - PBA MEMBERS

Any permanent member of the Department represented by the PBA who is elected or appointed to public office shall, at the discretion of the Commissioner, be granted a leave of absence without pay for a period of not more than one (1) year from the effective date of his/her election or 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.

1.8 ELECTION OR APPOINTMENT TO PUBLIC OFFICE - LOCAL 650 AND LOCAL 264 MEMBERS

A. Any permanent employee of the Department who is represented by either Local 650 or Local 264 and who is elected to any public office or is appointed to public office in the City service shall be granted a leave of absence without pay for the duration of the term of that public office.

B. Any permanent employee of the Department who is represented by Local 650 and who is elected to any public office which is not in the City service shall be granted a leave of absence without pay for not more than one (1) year. If requested by the employee, successive periods of not more than one (1) year may be granted in the sole discretion of the Commissioner.

C. Any permanent employee of the Department who is represented by Local 264 and who is appointed to a public office which is not in the City service shall be granted a leave of absence without pay for not more than one (1) year. If requested by the employee, successive periods of not more than one (1) year may be granted in the sole discretion of the Commissioner.

7.9 EMPLOYMENT OPPORTUNITIES - LOCAL 650 & LOCAL 264 MEMBERS

Employees of the Department represented by Local 650 or Local 264 who are permanently classified in subordinate positions shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to competitive class, as long as the employment is with an agency of the City. In addition, employees represented by Local 650 shall be granted a leave of absence without pay for periods necessary to



qualify for permanent appointment to a position of a higher class that requires such condition to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the City.

7.10 EDUCATIONAL LEAVES - LOCAL 650 AND LOCAL 264 MEMBERS

Employees of the Department represented by Local 650 or Local 264 may take a leave of absence without pay for educational purposes in accord with the provisions of their respective collective bargaining agreements.

7.11 UNPAID LEAVES OF ABSENCE - UNION BUSINESS

Employees of the Department engaged in union business may be granted unpaid leaves of absence in accord with the terms of the existing collective bargaining agreements.

7.12 MATERNITY LEAVES - LOCAL 650 AND LOCAL 264 MEMBERS

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

7.13 MATERNITY/PATERNITY LEAVES - PBA MEMBERS

Unpaid maternity/ paternity leaves, not to exceed six (6) months, shall be granted upon the request of a member represented by the PBA. Unpaid maternity/paternity leaves shall, upon the request of the member, be extended or renewed for an additional period not to exceed six (6) months. Unpaid maternity/paternity leave shall be granted upon the request of the member when a child is adopted and the adopted child is less than two (2) years of age.

7.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Refer to M.O.P. Chapter 13.

7.15 DEPARTMENTAL PROPERTY AND SERVICE WEAPONS

Members of the Department on an unpaid leave of absence of more than thirty (30) days shall surrender all Department owned firearms, weapons, badges, wreaths, Departmental identification, radios and cap spray to the Property Office with a P-10. All other Department property should be secured in the individual's police locker. Firearms owned by a member who does not have a valid pistol permit shall be turned in to the Property Office for safekeeping or otherwise properly disposed of. ***In the event of an emergency (i.e., Military Leave) the property and P-10 shall be given to the Commanding Officer who will forward it to the Property Office.***

**8.0 MILITARY LEAVE**

8.1 POLICY

The Buffalo Police Department recognizes that some of its employees must fulfill military obligations that require them to be away from duty. It is the policy of the Department to grant military leave time in a manner consistent with law and consistent with existing collective bargaining agreements.

## 8.2 EMPLOYEES ENTERING THE MILITARY

An employee of the Department who enters into active service in the armed forces of the United States while in the employ of the Department shall:

- A. submit an Intra-Departmental Memorandum requesting a leave of absence without pay for the duration of his/her active military duty
- B. immediately present the military orders directing that (s)he report for active duty to his/her Commanding Officer;
- C. be granted a leave of absence without pay for the period of his/her military service;
- D. be allowed to exhaust his/her vacation and personnel leave benefits prior to entry.

## 8.3 MILITARY LEAVE UNDER SECTION 242 OF THE NYS MILITARY LAW

- A. Employees of the Department covered by section 242 of the New York State Military Law are entitled to a maximum of either thirty (30) calendar days or twenty-two (22) working days, leave of absence with pay per year, for military duty.
- B. To be eligible employees must be performing "ordered military duty." Ordered military duty means:  
*"Any military duty performed in the service of the state or of the United States, including but not limited to attendance at any service school or schools conducted by the armed forces of the United States, by a public officer or employee as a member of any force of the organized militia or of any reserve force or reserve component of the armed forces of the United States, pursuant to orders issued by competent state or federal authority, with or without the consent of such public officer or employee. Participation in routine reserve officer training corps training is not considered military duty except when performing advanced training duty as a member of a reserve component of the armed forces."*
- C. An employee of the Department ordered to report for military duty shall immediately present the military orders to his/her Commanding Officer.
- D. Form P-12 shall be completed a sufficient time prior to the effective date of the leave.
- E. Employees of the Department who are ordered to report for military duty are subject to a limit of thirty (30) calendar days or twenty two (22) working days, per year, whichever is greater.

## 9.0 ADDITIONAL EMPLOYMENT - SWORN PERSONNEL

### 9.1 POLICY

It is the policy of the Buffalo Police Department that all employment outside of the Department by sworn members must be pre-approved by the Commissioner of Police. The Commissioner will not unreasonably or arbitrarily withhold his/her consent.

## 9.2 LIMITATIONS ON ADDITIONAL EMPLOYMENT

A sworn member of the Department shall not engage in any outside employment or business enterprise that will:

- A. Exceed twenty (20) hours per week;
- B. Conflict with a member's regular duties;
- C. Conflict with a member's availability for emergency duty;
- D. Affect his/her physical condition so as to impair his/her ability to efficiently perform his/her duties.
- E. violate State or Federal law.

## 9.3 FILING ADDITIONAL EMPLOYMENT FORMS

- A. Sworn members of the Department shall file with his/her Commanding Officer, Form P-1295 (additional Employment), completely filled out, attested to and signed.
- B. Sworn members shall not commence any outside employment or business enterprise, nor change such employment or business enterprise, without first having filed an application with the Commissioner and receiving the Commissioner's permission.
- C. Sworn members terminating or changing employment or business enterprises shall submit a new Form P-1295 as outlined in subparagraph "A" above.
- D. Sworn members having no additional employment shall note this fact on Form P-1295.
- E. In any case involving the application or interpretation of this section, the judgment of the Commissioner shall be final.

## 9.4 LEGISLATIVE RESTRICTIONS ON OFFICERS

Members of the Department are Police Officers by definition in the Criminal Procedure Law of the State of New York. The following legislative restrictions apply to them.

1. Alcoholic Beverage Control Law prohibits Officers from having any interest in the sale of manufacture of alcoholic beverages (ABC Law 128).
2. The Election Law (EL #17I 110) prohibits a Police Officer from using his office or powers to aid or oppose any political party; to reward or retaliate against any Police Officer with respect to voting or party affiliation, or to solicit funds for a political party or other such organization.
3. The Racing, Pari- Mutuel Wagering and Breeding Law (RWBL #107) prohibits

police officers from holding any office or employment with any firm that is licensed to conduct video lottery gaming or horse racing activities; conducts its business at racetracks where pari-mutuel race meets or video lottery gaming are conducted; owns or leases to a licensed entity racetrack at which pari-mutuel racing or video lottery gaming is conducted, or participates in the management of any licensee conducting video lottery gaming or pari- mutuel racing.

4. State and Municipal Police Officers are subject to provisions of the Public Officers' Law, Article 4 or General Municipal Law, Article 18, respectively. These statutes deal mainly with conflict of interest. They impose certain prohibitions on activities by public officers and employees of municipal governments. Activities include:
  - A. Acceptance of gifts worth any amount of money is prohibited - \$0.00
  - B. Disclosure of confidential information learned in the course of official duties.
  - C. Receiving compensation for providing services relating to matters before an agency of the employing government.
  - D. The same law also imposes several affirmative duties, including:
    - 1) Disclosures of any interest in any contract or dealings with the employing government.
    - 2) Disclosure of the fact that a municipal or state employee has an interest in any real property for which an application for any sort of variance is made.
    - 3) Effective January 1, 1991, annual filing of financial disclosure forms will be required of certain employees.

## **10.0 TRANSFERS**

### **10.1 POLICY**

It is the policy of the Buffalo Police Department to assign its employees to the position to which they are best suited, consistent with the terms of the collective bargaining agreement.

### **10.2 TRANSFER PROCEDURE – PBA MEMBERS**

- A. Members of the Department represented by the PBA who wish to be transferred to a specific assignment shall submit an automated Transfer Request Form. The automated form can be located in the Department's computerized information system (Lotus Notes) within the “*Departmental Forms on BPDNOTES*” tab. The form must be signed by the member requesting the transfer and the date/time must be stamped at the Commissioner's Office. From the Commissioner's Office a receipted copy will be sent back to the Officer. To be included on that month's Transfer Request List,

transfer requests must be received in the Commissioner's Office no later than 1200hrs on the first payday (Thursday) of the month.

- B. Based on the transfer requests received in the Commissioner's Office a Transfer Report will be generated on the first Friday after the first payday of the month and posted on the Administrative Bulletin Board in Lotus Notes. The Transfer Report will list all transfer requests to a particular unit in order of rank date. A copy of this will also be provided to the PBA Office.
- C. Once a member is transferred under this procedure all other transfer requests become null and void. This occurs even if the member is transferred to an assignment other than his/her first preference. A new transfer request on an Intra-Departmental Memorandum must be submitted if the member is to be considered for transfer to an alternate assignment.
- D. When a member submits a transfer request, all prior transfer requests will be deleted.
- E. Requests for transfers that also include a request for a particular shift and/or platoon cannot be honored.
- F. Transfer requests will be kept on file until either a member is transferred (at which point all other transfer requests are automatically deleted) or until the individual member rescinds his/her request. To rescind a transfer request, the member must submit such rescission request to the Commissioner's Office. A receipted copy of this rescission request will be returned to the member once it has been received and entered into the transfer request system.

## **11.0 RECORD KEEPING**

### **11.1 POLICY**

It is the policy of the Buffalo Police Department to maintain complete, accurate and current records of hours worked by its members.

### **11.2 OFFICIAL TIME RECORDS**

The Commanding Officer of each individual Department unit shall cause accurate records to be maintained showing the time worked by each employee of his/her command. The records shall be maintained on official forms and in a manner prescribed by the Department. All entries shall be made on a daily basis.

### **11.3 DISTRIBUTION OF PAYCHECKS**

- A. Paychecks are distributed in twenty-six (26) equal payments from the Office of the City Treasurer on a bi-weekly basis according to a schedule set up each fiscal year by the City Controller.
- B. Commanding Officers of payroll units or his/her designee, upon notice from the

payroll office that paychecks are ready, shall obtain them in the Administration and Finance Office (Room 120). The Commanding Officer or his/her designee shall sign for the paychecks. Members on long-term (over 1 year) IOD status shall pick their paychecks up in the IAD Office.

- C. Pay checks shall be personally delivered to desk personnel in units in which desk personnel are assigned, or to employees specifically designated to handle the paychecks in units where desk personnel are not assigned. Desk personnel or employees specifically designated to handle paychecks, shall distribute the paychecks to the persons to whom they are issued.
- D. No paycheck shall be distributed to any person other than the payee named thereon, or a person authorized by the payee in writing. A person who has been authorized by the payee in writing shall personally sign for it on Form P-1284. However, when the payee is on sick leave, the Commanding Officer may direct that the paycheck be delivered to the payee by an employee of his/her command.
- E. Paychecks not claimed within five (5) days shall be returned to the City Treasurer's Office accompanied by an Intra-Departmental Memorandum stating the reason for the return. One copy of the letter shall be receipted by the person at the Treasurer's Office who receives the returned paycheck and this copy shall be returned to the employee's Commanding Officer.

#### 11.4 INCOME TAX DEDUCTIONS

- A. Upon appointment to the Department, employees shall be required to file with the Fiscal Management Section a completed Employees Federal Withholding Tax Certificate (Form W-4).
- B. An updated Form W-4 shall be filed with the Fiscal Management Section whenever an employee's family status changes.

#### 11.5 PAYROLL DEDUCTIONS

- A. Employees desiring to have payroll deductions made from their pay check shall contact the Fiscal Management Section and shall file all the necessary forms with that office.
- B. Employees wishing to discontinue payroll deductions shall forward the request on an Intra-Departmental Memorandum to the Fiscal Management Section.

#### 11.6 CURRENT ADDRESS AND TELEPHONE NUMBER MUST BE FILED WITH THE DEPARTMENT

- A. It is the responsibility of all members to keep the Department informed of his/her current address and telephone number, where (s)he can be notified in case of

emergencies.

- B. All notices of change of address and/or telephone number shall be filed with the Commissioner within ten (10) days of the effective date of the change.
- C. Form P-24 (Change of Residence) shall be completed and forwarded through the chain of command to the Office of Administration and Finance when reporting a member's new address.
- D. An electronic message identifying the change of address must be posted in the "Administrative Bulletin Board" by the member's command. The new address must be incorporated within the message.

#### 11.7 RESIGNATIONS

An employee of the Department desiring to resign his/her position shall prepare Form P-30 (Resignation Form) in accordance with the instructions printed on the form, and shall forward the completed form through channels to the Commissioner.

#### 11.8 APPLYING FOR REINSTATEMENT AFTER RESIGNATION

Persons who have resigned from the Department may apply for reinstatement after one year of their resignation. The request shall be made in writing to the Commissioner. Such request is subject to the approval of the Commissioner and the Municipal Civil Service Commission.

### 12.0 GRIEVANCES AND ARBITRATION

#### 12.1 POLICY

It is the policy of the Buffalo Police Department to adhere to the respective collective bargaining agreements as they apply to grievances and arbitration.

#### 12.2 GRIEVANCES AND ARBITRATION - PBA

For members of the Department represented by the PBA, grievances and arbitration shall be governed by Article XI of the collective bargaining agreement between the City of Buffalo and the Police Benevolent Association.

#### 12.3 GRIEVANCES AND ARBITRATION - LOCAL 650

For employees of the Department represented by Local 650, grievances and arbitration shall be governed by Article XIX of the collective bargaining agreement between the City of Buffalo and Local 650, American Federation of State, County, and Municipal Employees, AFL-CIO.

#### 12.4 GRIEVANCES AND ARBITRATION - LOCAL 264

For employees of the Department represented by Local 264, grievances and arbitration shall be governed by Article XXI of the collective bargaining agreement between the City of Buffalo and Local 264, American Federation of State, County, and Municipal Employees, AFL-CIO.