

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, executed on the 28th day of November 2018 between THE CITY OF NIAGARA FALLS (hereinafter “the City”) and THE NIAGARA FALLS POLICE CLUB, INC. (hereinafter “the Union”), WITNESSETH THAT:

WHEREAS, the parties hereto are parties to a collective bargaining agreement covering the period of January 1, 2011 through December 31, 2018 governing the terms and conditions of employment in the Niagara Falls Police Department (hereinafter “the CBA”); and

WHEREAS, the City finds itself in temporary financial difficulties and has requested certain concessions from the strict enforcement of the CBA from the Union in order to help it through its temporary financial difficulties; and

WHEREAS, the Union is willing to make certain concessions from the terms of the CBA on certain terms and conditions to assist the City,

NOW, THEREFORE, IT IS AGREED as follows:

1. All terms and conditions of the CBA other than those specifically modified by this Agreement shall remain in full force and effect.
2. The Union is only willing to make the concessions set forth herein on the condition that the City shall not lay off any member of the bargaining union that it represents during the term of this Agreement and that should any such layoff occur, this Agreement shall become null, void and of no force and effect and all parties shall be restored to the position they would have been in had this agreement never been executed.
3. The duration of this Agreement is two years from the date of signing.

HOLIDAY AND PERSONAL DAY DEFERRAL

4. All holiday benefits as described in Section 9.01 of the collective bargaining agreement and all personal leave benefits as described in Section 9.10 of the collective

bargaining agreement shall be deferred for the period of this agreement, which means that Union members will defer compensation for all twelve (12) holidays which they earn at 12 hours per holiday amounting to 144 hours per year and all five (5) personal days which they earn at straight time amounting to 40 hours per year will be deferred for the two year duration of this memorandum of understanding. The total hours deferred (368 hours) shall be converted to compensatory time which will be maintained in a separate and segregated compensatory time bank and may only be used for cash conversion at the time of retirement and paid out at the officer's pay rate at the time of retirement.

SCHOOL RESOURCE OFFICERS

5. Effective immediately, three officers are removed from patrol and permanently assigned Monday through Friday to serve as school resource officers.

MANPOWER DEPLOYMENT, SECTION 12.09

6. The manpower deployment schedule set forth in Section 12.09 of the collective bargaining agreement shall remain in place and shall be adhered to unless the specified minimum manning standard cannot be obtained by any means other than forced overtime. Officers will not be required to work forced overtime to maintain the specified manpower deployment levels unless the staffing level would drop below seven road patrol beat cars, in which case forced overtime would be used to fill at least seven road patrol beat positions.

MANPOWER DEPLOYMENT, SECTION 12.09, CITY HALL SECURITY

7. The Union agrees to permit the City to continue its present practice of assigning four different patrol officers to provide City Hall security, each in two hour increments, which the Union contends violates the manpower deployment standard set forth in Section 12.09 of the CBA until January 1, 2019. As of January 1, 2019 the Union will allow the City to hire private security forces to patrol City Hall on a permanent basis on the condition that the City agree that it

will never argue or assert as a defense to any grievance or improper practice charge that the Union may bring that the Union waived it's exclusivity rights with respect to City Hall Security which has historically been provided by bargaining unit members.

By signing this Agreement in the space provided below, each signor affirmatively represents that he does so pursuant to full authority of the organization they represent and that all steps necessary to providing him with such effective authority have been taken.

Dated: November 28, 2018

CITY OF NIAGARA FALLS

NIAGARA FALLS POLICE CLUB

By: _____
Paul A. Dyster, Mayor

By: _____
Michael Lee, President

By: _____
Nicholas A. Melson, City Administrator