

#811689
**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF BUFFALO**

**AND
THE PROFESSIONAL FIREFIGHTERS ASSOCIATION,
LOCAL 282, IAFF, AFL-CIO.**

The City of Buffalo ("City or Employer") and the Buffalo Professional Firefighters Association, Inc., Local 282 ("Local 282" or "Union") hereby agree to the following terms for a successor collective bargaining agreement:

- 9/17/03
1. The parties agree to a successor collective bargaining agreement for the period of July 1, 2000 to June 30, 2002.
 2. Effective July 1, 2000, all salaries shall be increased by 2.25%. Effective July 1, 2001, all salaries shall be increased by 2.25%.
 3. Effective as soon as practicable after the ratification and approval of this agreement, the City shall provide, at no cost to the employee, GHI preferred Dental Coverage.
 4. Effective June 30, 2002, changes in the co-pay prescription drug requirement arising out of implementation of the three-tier prescription co-pay provisions by the HMO (Health Maintenance Organization) health care providers shall be the responsibility of the individual subscriber.
 5. Local 282 shall withdraw its demand for arbitration concerning possible co-payment responsibilities to subscribers to the HMO health care plans for the period commencing July 1, 2001.
 6. All employees hired after the execution of this Agreement, shall pay twenty-five (25%) percent to the monthly premium for the "Core Coverage" for individuals and fifteen (15%) percent of the monthly premium for the "Core Coverage" for family coverage. "Core Coverage" is understood to consist of the least expensive Medical Insurance Option available at the time of hire. If a new hire elects enrollment in one of the more expensive plans, he/she will contribute in addition to the foregoing, one hundred (100%) percent of the difference between the cost of the selected plan and the cost of "Core Coverage".

Upon completion of four (4) years of service, with anniversary dates being calculated on the same basis as for longevity entitlements, an employee's coverage becomes the same as for employees hired prior to execution of this Agreement.
 7. Effective July 1, 2001, an Employee who is retiring on an effective date prior to his/her anniversary date, shall receive longevity pay pro rated on a monthly basis to be calculated by multiplying one twelfth (1/12th) of the full annual entitlement by the number of fully completed months of service commencing with his/her anniversary date and concluding with the effective date of retirement.

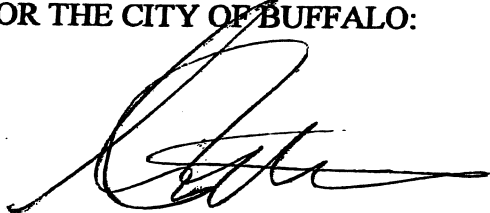
8. Effective July 1, 2001, the annual uniform allowance shall be increased by fifty dollars (\$50).
9. The City and Local 282 shall establish a Funeral Expense Fund of twenty-five thousand dollars (\$25,000) to be used to defray funeral expenses and directly related costs which may be incurred in the interment or in paying respect to a firefighter killed in the line of duty. The City and Local 282 shall contribute to the Fund with payments of twelve thousand five hundred dollars (\$12,500) each which Fund shall be administered by Local 282. The money shall be maintained in a separate interest-bearing account with Local 282's Credit Union. Local 282 shall promptly advise the City of any withdrawal from the fund and shall provide accounting upon request. Expended funds shall be replenished by the City and Local 282 with equal contributions by each, within thirty (30) calendar days following disbursement. Any dispute regarding the Fund shall be submitted to expedited arbitration.
10. In consideration of this Agreement, Local 282 shall withdraw its pending Petition for Compulsory Interest Arbitration regarding the contract period July 1, 2000 through June 30, 2002.
11. The parties recognize that from time to time disputes may arise as a result of the implementation and application of this Agreement. The parties agree to expeditiously resolve said disputes. To do so, the parties agree to formulate a committee comprised of an equal number of City and Local 282 representatives. In addition, the Commissioner of Human Resources shall act as a non-voting Chair of the committee. The committee shall be charged with the responsibility to attempt to resolve all disputes at the lowest possible level. Nothing shall preclude the parties from also utilizing the grievance/arbitration procedures.
12. The parties agree to amend Article XII, Section 12.1 of the expired collective bargaining agreement by adding a new option (C) to read as follows: "Six (6) day shifts of nine (9) hours each."
13. The parties agree to amend Article XVII, Section 17.3 D. of the expired collective bargaining agreement to read: "A Firefighter with less than three (3) years of continuous service time may not be assigned to act out of title."
14. The parties agree to replace Article IX, Section E(k) of the expired collective bargaining agreement with the following language:
 - (k) **Light Duty Assignments**
 - 1) It is agreed that light duty assignments for employees that are disabled due to off duty illness or injury shall be limited to work at the service station. Such light duty assignments shall be further limited to one (1) position on days and two (2) positions per platoon, for a total of nine (9) light duty positions at the service

station. The light duty assignment at the service station shall not exceed a period of twelve (12) months per person per occurrence of illness or injury.

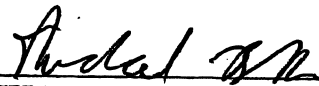
- 2) In order for an employee that is disabled due to off duty illness or injury to be eligible for a light duty assignment, the employee must be able to provide a statement from a physician that the employee is not physically or mentally capable of performing the duties of a firefighter but is physically and mentally capable of performing the light duty assignment at the service station. The City may require an employee to undergo a medical examination at the City's expense prior to making the determination whether the employee is capable of performing the light duty assignment at the service station.
- 3) Further, an employee shall not be eligible for a light duty assignment at the service station until the employee has exhausted all accrued sick time. Vacant light duty assignments to the service station shall be on the basis of departmental seniority. Employees working a light duty assignment shall not be eligible for overtime. In the event an employee is unable to obtain a light duty assignment at the service station through seniority, the employee shall remain off duty until such time as the employee is physically and mentally able to return to full duty or the employee is able to obtain light duty assignment at the service station through departmental seniority. Said employee who is off duty may utilize accrued sick leave and other accrued leave. In the event an employee's light duty assignment has expired after twelve (12) months of service in the light duty assignment, the employee shall remain off duty until such time as the employee is physically and mentally able to return to full duty. Said employee may utilize accrued sick leave and other accrued leave. Nothing in this agreement shall limit the parties or any individual from exercising their contractual or statutory rights when an individual has exhausted all their accrued leave.
- 4) It is agreed and understood that this provision shall apply to light duty assignments that were made prior to the date of this Agreement. The twelve (12) month maximum period on permitted light duty assignment shall commence for existing light duty assignments on June 30, 2002, or the date the light duty assignment commenced, whichever is later.
- 5) It is further agreed and understood that no acting time shall be permitted at the service station. The Commissioner of Fire shall have the discretion to change an individual's platoon while assigned to the service station in a light duty assignment. An officer assigned to the service station in a light duty assignment shall perform all light duty assignments of the service station without reduction in salary rate.
- 6) This section shall not apply to disability due to pregnancy or maternity leave. All rules, regulations, agreements, practices or other policies in effect regarding light duty assignment during pregnancy or maternity leave shall remain in full force and effect, notwithstanding this provision.

15. The parties agree to delete Article IX, *Leaves – Sick and Injury*, Section E, (d) of the expired collective bargaining agreement. The parties further agree that there shall be no change to the current limit of 1440 hours of unused sick leave that may be “bought back” as described in Article IX, Section (f).
16. It is agreed and understood by the parties that this Agreement is the first step in a process designed to reach a long-term successor collective bargaining agreement. The parties agree to immediately commence negotiations for a long-term agreement, and the parties have identified a number of subjects to be addressed in these negotiations, including wages, manpower levels, equipment, §207-A procedures, drug testing, job security, and sick time accumulation.
17. This Agreement is subject to approval of the Common Council and Local 282 membership ratification.

FOR THE CITY OF BUFFALO:


3/27/03
LEONARD MATARESE,
COMMISSIONER OF HUMAN RESOURCES

APPROVED AS TO FORM:


MICHAEL RISMAN,
CORPORATION COUNCIL

FOR THE BUFFALO PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 282, IAFF, AFL-CIO:


3/27/03
JOSEPH E. FOLEY, PRESIDENT