

AGREEMENT

Between

CITY OF BUFFALO, NEW YORK

and

BUFFALO

PROFESSIONAL FIREFIGHTERS

ASSOCIATION, INC.

LOCAL 282, I.A.F.F., AFL-CIO

July 1, 1984 - June 30, 1986




TABLE OF CONTENTS

Title	Page
Witnesseth	1-2
ARTICLE I RECOGNITION	2-4
1.1 Exclusivity	2
1.2 Dues and Fees	2
1.3 Agency Shop	3
1.4 Disaffirmance of Right to Strike	4
1.5 City Service	4
ARTICLE II PLEDGE AGAINST DISCRIMINATION AND COERCION	4
ARTICLE III SALARIES AND HOURS OF WORK	5-9
3.1 Salary and Adjustment	5-6
3.2 Hours of Work	7-8
3.3 Emergencies	9
3.4 Judicial and Administrative Hearings	9
ARTICLE IV LONGEVITY	9-10-11
4.1 Years of Service	9-10
4.2 Eligible Service	10-11
4.3 Payments	11
ARTICLE V HOLIDAYS	11
ARTICLE VI HEALTH AND LIFE INSURANCE	12-16
6.1 Blue Cross and Blue Shield	12-14
6.2 Dental Plan	14-15
6.3 Group Life Insurance	15-16
ARTICLE VII UNIFORM ALLOWANCE	16
ARTICLE VIII VACATIONS	17-20
8.1 Initial Vacation Entitlement	17
8.2 Subsequent Vacation Entitlements	17
8.3 Entitlement Schedule	17-18
8.4 Non-Cumulative	18
8.5 Credited Time	19
8.6 Prorated Vacations	19
8.7 Scheduling Method	19
8.8 Vacation Carryover	19-20
Vacation Pro-rating Chart	20
ARTICLE IX LEAVES — SICK AND INJURY	20-23
ARTICLE X SAFETY COMMITTEE	23

TABLE OF CONTENTS (Contd.)

Title	Page
ARTICLE XI BEREAVEMENT LEAVE	23-25
11.1 Bereavement Leave Allowance	24
11.2 Definition of Immediate Family	24
11.3 Bereavement Leave During Vacation or Compensatory Time	24-25
ARTICLE XII PERSONAL LEAVE	25-27
12.1 Entitlement	25-26
12.2 Availability of Manpower	26
12.3 Notice	26
12.4 Switch Time	26
12.5 Prorate	26-27
12.6 Excess Leave	27
ARTICLE XIII UNION ACTIVITIES ON CITY'S TIME	27-28
ARTICLE XIV LEAVES OF ABSENCE WITHOUT PAY	28-29
14.1 Union Business	28
14.2 Educational Leaves	29
14.3 "AWOL"	29
ARTICLE XV RETIREMENT BENEFITS	29-31
15.1 Final Average Salary	29
15.2 Military Service	29
15.3 Option 384-d	30
15.4 Option 375-i	30
15.5 Pre-Retirement Return Option	30
15.6 Transfers to 375-i Plan	30-31
ARTICLE XVI SENIORITY	31-34
16.1 Definition	31
16.2 Officers	31
16.3 Exceptional Transfers	31-32
16.4 Vacancies	32-33
16.5 Filling of Vacancies	34
ARTICLE XVII TEMPORARY ASSIGNMENT	34-36
17.1 Rates of Pay	34-35
17.2 Rotation of Assignments	35
17.3 Assignment to Acting Lieutenant	35
17.4 General	35

TABLE OF CONTENTS (Contd.)

Title	Page
17.5 Designation of Drivers and Tillermen	35-36
17.6 Date of Effectiveness	36
ARTICLE XVII PROMOTIONS	36-37
18.1 Former Assignment Up for Bids	36
18.2 Last Week of Promotional List	36
18.3 Selection	37
ARTICLE XIX AUTO ALLOWANCE	37
ARTICLE XX SHIFT CHANGE TRANSPORTATION	37
ARTICLE XXI APPARATUS, APPLIANCE AND FIREHOUSE MAINTENANCE	37-39
21.1 Exceptions	37-38
21.2 Automotive Inspection	38
21.3 Equipment Maintenance Committee	38
21.4 Occupant Protection	38
21.5 Firehouse Facilities	38-39
21.6 Firehouse Maintenance	39
21.7 Parking Facilities	39
21.8 Snow Removal	39
ARTICLE XXII RULE BOOK UPDATING	39
ARTICLE XXIII SETTLEMENT OF DISPUTES	39-42
23.1 Grievance and Arbitration Procedures	40-41
23.2 Matters Relevant to Grievance Procedure	41-42
ARTICLE XXIV DISCIPLINE AND DISCHARGE	42-46
24.1 Disciplinary Action	42-43
24.2 Procedure	43-44
24.3 Suspension Pending Determination of Charges; Penalties	44-46
ARTICLE XXV GENERAL PROVISIONS	46
ARTICLE XXVI MANAGEMENT RIGHTS	46
ARTICLE XXVII MAINTENANCE OF BENEFITS	46-47
ARTICLE XXVIII TERMINATION	47
ARTICLE XXIX COST OF PRINTING	47
SALARY SCHEDULE "A"	49
SALARY SCHEDULE "A-1"	50
SALARY SCHEDULE "A-2"	51
LETTER OF INTENT	52-53

AGREEMENT

THIS AGREEMENT, entered into this 12th day of June, 1984, by and between the CITY OF BUFFALO, NEW YORK, a municipal corporation, hereinafter called the "City", and BUFFALO PROFESSIONAL FIREFIGHTERS ASSOCIATION, INC., LOCAL 282, I.A.F.F., AFL-CIO, hereinafter called the "Union".

WITNESSETH

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

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

a. Granting to its public employees the right of organization and representation and

b. Requiring the City to negotiate with and enter into written agreements with Unions or Associations representing public employees which have been certified or recognized; and

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

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

WHEREAS, the parties following extended and de-

liberate negotiations have reached certain understandings and desire to embody them in a formal agreement, which the Common Council of the City has authorized the Mayor to execute pursuant to Common Council Proceeding, Item No. 88 of June 12, 1984.

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

ARTICLE I
Recognition

1.1 Exclusivity

The City hereby recognizes the Union as the sole and exclusive negotiating agent for all employees, whose job classifications appear on Schedule "A" hereto annexed, for the purpose of establishing compensation and other terms and conditions of employment.

1.2 Dues and Fees

The City shall deduct membership initiation fees from the wages of those employees who have filed with the Comptroller an appropriate written authorization to do so and shall remit the same to the Union. The City shall also deduct Union dues and assessments every pay period from the wages of those employees who have filed with the Comptroller an appropriate written authorization and shall remit the same to the Union. The necessary authorization forms shall be provided by the Union.

The amount to be deducted from each employee's wage shall be certified to the Comptroller by the Financial Secretary of the Union. These deductions shall continue in effect until a written authorization of revocation is filed with the Comptroller and the Financial Secretary of the Union by the employee.

1.3 Agency Shop

A. Any present or future employee represented by the Buffalo Professional Firefighters Association, Inc., Local 282, I.A.F.F., AFL-CIO, who is not a Union member and does not make application for membership, shall have deducted from their wage or salary the amount equivalent to the dues levied by such employee organization. The Comptroller shall make such deductions, and transmit the sum so deducted to such employee organization, provided however, the employee organization has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes only incidentally related to terms and conditions of employment.

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

C. The employee organization shall indemnify and hold harmless the City of Buffalo and its officials or employees from any cause of action, claim, loss, or damage incurred as a result of the Employer's deduction of an agency fee from any employee. The employee organization shall have no right or interest in any agency fee deduction until such collected monies are actually paid to the Employee organization. Upon the forwarding by mail of payment of the agency fee deduction to the last known address of the employee organization, the City of Buffalo and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the employee organization.

1.4 Disaffirmance of Right to Strike

The Union affirms that it does not and will not assert the right to strike or to engage in other concerted stoppage of work or slowdown by its members against the City nor to assist or participate in any such acts nor to counsel, advise, urge or impose upon its members an obligation to conduct, assist, or participate in such a strike, or other acts as herein defined.

In the event that the Union or any of its members shall violate any of the provisions of this section, the Union or its said members shall be subject to all the penalties imposed by law.

1.5 City Service

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

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

ARTICLE II

Pledge Against Discrimination and Coercion

A. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status,

race, color, creed, national origin, political affiliation or for any reason whatsoever. The Union shall share equally with the City the responsibility for applying this provision of the agreement.

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

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

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

ARTICLE III

Salaries and Hours of Work

3.1 Salary and Adjustment

A. Effective July 1, 1984, the City agrees to pay all employees represented by the Union a salary increase of three (3) percent as reflected in Schedule "A" annexed, and made part of this agreement. Effective July 1, 1985, the City agrees to add \$650 to the base salary of all employees represented by the Union as reflected in Schedule "A-1" annexed, and made part of this agreement. Effective January 1, 1986, the City agrees to pay all employees represented by the Union a salary increase of five (5%) percent as reflected in Schedule "A-2" annexed, and made part of this agreement.

The City agrees to pay all permanent and probationary employees represented by the Union a one-time bonus on the date and in the amount as follows:

On July 1, 1984 a one-time bonus of 3½% of the

employee's base salary.

The bonus specified above will be paid by separate check, payable to the employees on or before the date specified.

B. Effective July 1, 1982 the City will pay each employee the cash equivalent of a forty (40) minute lunch period for each day actually worked. It is agreed between the City of Buffalo and Buffalo Professional Firefighters Association, Local 282, that the meal allowance referred to in the parties' current contract shall be paid, in the sole discretion of the Commissioner, to employees seriously injured in the line of duty and employees on Union leave. No reasons need be given by the Commissioner for the denial of such benefits.

C. The City shall pay all salaries and wages upon a bi-weekly basis. In the event that the regularly scheduled day of payment is a holiday, payment shall be made upon the day preceding.

D. Employees hired prior to April 1, 1981, holding the rank of Firefighter/Marine Oiler, shall have a starting salary and two incremental steps as shown in Grade 1 of Schedules A, A-1, and A-2.

Employees hired on or after April 1, 1981 to the rank of Firefighter/Marine Oiler shall have a starting salary and four incremental steps, as shown in Grade 1A of Schedules A, A-1, and A-2. The incremental steps shall be obtained on the member's anniversary date of hire. A member will reach the maximum salary in four years from his date of hire.

For all ranks above Firefighter/Marine Oiler there shall be only a maximum salary as reflected in Schedules A, A-1, and A-2.

E. The positions of Superintendent of Fire Apparatus

and Superintendent of Fire Alarm Systems shall be upgraded to a salary grade equivalent to that of Battalion Chief, as shown in Schedules A, A-1, and A-2.

3.2 Hours of Work

A. The regular hours of daily work shall be consecutive. The work day shall consist of two shifts: the day shift with hours of 8 a.m. to 5 p.m. and the night shift with hours of 5 p.m. to 8 a.m.

B. All employees shall be scheduled to work a regular work shift as determined by the Commissioner, which work shift shall have a regular starting and quitting time.

C. Except for emergency situations, regular work shift schedules of the line firefighting companies shall not be changed by the Commissioner unless the changes are mutually approved by the Commissioner and the Union.

D. Work shift schedules, as described in A above shall not be changed as a disciplinary measure or for the purpose of depriving any employee of a benefit to which he would otherwise be entitled.

E. In emergency situations, as determined and declared by the Commissioner, through the media of communications available to him, work shift schedules may be changed, for a reasonable period of time.

F. When deemed necessary by the officer or man in charge at a fire or other emergency, a member may be held beyond his regular quitting time.

G. Any member may see his personal file on request. The member may have a witness present. The City shall have a witness present.

A member may request a hearing before the Com-

missioner of Fire to discuss any objections to the contents of his or her file of which said member has no knowledge.

H. Whenever any firefighters, fire officers or other departmental personnel are required to remain on duty or report for duty during a tour in excess of a normal work schedule, they shall be compensated as follows:

1) If called in while off duty he shall receive a minimum of four (4) hours overtime in units of one (1) hour multiples.

2) If directed to remain on duty more than 15 minutes beyond scheduled relief time, he shall receive a minimum of one (1) hour straight time pay in units of one (1) hour multiples. If directed to remain on duty less than 15 minutes beyond scheduled relief time, he shall receive no overtime pay.

3) A Battalion call-in roster shall be kept on a rotation basis. In normal circumstances a member shall not be charged with a refusal if called after 1000 hours and 1900 hours.

4) In an emergency, call-ins may be taken out of order; however, member called will be charged a call-in from call-in roster. If said call-in is four hours or less, member will not be charged for said call-in. During an emergency, members not called in shall not be charged with a refusal.

5) All "call-in" time shall be paid at time and one-half on the basis of the hours actually worked.

i. Employee Address and Telephone Numbers

It shall be the responsibility of an employee to keep the Commissioner of Fire informed of his or her primary place of residence and current telephone number

where the employee may be contacted during emergencies, disciplinary actions, sick and injury leaves of absence and other important department matters.

In disciplinary action, the City shall notify the Union if the employee cannot be reached.

All notices of changes of address and/or phone numbers, to the Commissioner of Fire, shall be on Inter-Departmental Correspondence (form 8) and shall be filed within ten (10) days of the effective date of change.

3.3 Emergencies

If a City-wide state of emergency is declared by the Mayor and/or Commissioner of Fire which results in the mobilization of the Fire Department, all employees called in from other than their normal tours will be paid at the rate of time and one-half (1½) for all hours worked in excess of their normally scheduled tours.

3.4 Judicial and Administrative Hearings

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

ARTICLE IV

Longevity

4.1 Years of Service

Each employee who has completed the years of service set forth in Column I below shall receive an-

nually, in addition to his salary, the payment set forth in Column II:

Column I	Column II
5 years	\$100.00
10 years	200.00
15 years	300.00
20 years	400.00
25 years	600.00

4.2 Eligible Service

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

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

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

C. An authorized leave of absence without pay does not constitute service time. Total active service whether continuous or not shall constitute service time.

D. Service with any City department or agency is counted, including service with the Board of Education, Municipal Housing Authority, and the Sewer Authority.

E. Employees who are granted an approved leave of absence for Union activities and who remain as active employees under the terms of the New York

State Retirement System will accrue longevity credit during such leave.

4.3 Payments

Longevity payments shall be made in a lump sum upon the close of the pay period within which the anniversary date of hire occurs. Longevity payments shall be included in the calculation of per diem.

ARTICLE V

Holidays

A. Effective July 1, 1978 the following are recognized holidays for the purposes of this agreement:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

B. In accordance with the provisions of Section 63 of the Public Officers' Law any qualified veteran who is required to work on Memorial Day or on Veteran's Day shall be entitled to a leave of absence with pay on another day. In the event either or both of the said days shall fall during a qualified veteran's regularly scheduled vacation period or compensatory time, he shall be entitled to an additional day off with pay. Memorial Day shall be observed on May 30 and Veteran's Day shall be observed on November 11.

ARTICLE VI

Health and Life Insurance

6.1 Blue Cross and Blue Shield

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

Effective January 1, 1983 the City will provide for all employees the following Blue Cross/Blue Shield benefit riders at no cost to the employees:

- MMER—\$1,000,000.00
- MMER 82-83 (deductible \$50)
- Rider 8
- Prescription Drug Rider as provided below
- Rider 8
- Blue Cross Rider 8
- Dependents to age 23
- Blue Shield Rider 4
- Emergency O.P. EKG 82-83
- Blue Shield Rider 8
- Dependents to age 23 82-83

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

Employees who retire during the period of July 1, 1984 through and including June 30, 1986, or until a successor agreement is executed by the Mayor or imposed by interest arbitration, shall be entitled to receive, until their death, medical insurance benefits without cost as listed below:

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

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

The Union agrees the City may seek bids for alternate drug prescription coverage. All bid specifications will be submitted to the Union for its approval, prior to publication. Such Union approval shall not be unreasonably withheld. Upon receipt of the bids and notice, to the Union, the City may elect alternate drug prescription coverage. The City agrees any alternate drug prescription coverage will pay the full cost of all treatment, services or other benefits as are now enjoyed under the present drug prescription plan. The City further agrees that any alternate drug prescription coverage will provide bargaining unit employees the same services or benefits by the same medical providers as are currently available.

Thus any alternate drug prescription plan will not add to the employee's health costs for benefits and will not reduce the number of specific health providers.

The City agrees that it will adopt an acceptable procedure requiring that information relating to any specific employee's use of the City's self-insured prescription co-pay plan will be retained as confidential information by the City's third party administrator and will not be released to the City or any of its agents, employees, or persons acting on the City's behalf, except upon authorization by the employee or subpoena as provided by law.

6.1 (a) Duplication of Coverage

Any employee, represented by the Union, entitled to Blue Cross/Blue Shield family coverage, as provided above, may elect to waive such coverage if his

spouse has Blue Cross/Blue Shield coverage. Employees waiving coverage may be required to show proof of spouse's coverage to the City and to the Union. An employee who desires to waive such Blue Cross/Blue Shield coverage shall notify the City and the Union, in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the City. All employees waiving coverage will receive the sum of \$40.00 per month to be paid by separate check, without withholding or deductions, on September 15, December 15, March 15, and June 15 of each year.

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

An employee who has waived his or her Blue Cross/Blue Shield coverage and who desires to be reinstated to such Blue Cross/Blue Shield coverage as provided in Section 6.1 shall notify the City and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty days after the date of receipt of such notification by the City.

6.2 Dental Plan

Effective January 1, 1983 all employees represented by the Union shall be provided the Group Health Incorporated Dental Plan known as Type M-1, together with the appropriate rider providing prosthetics at 100% of schedule, with no deductible amount, at no cost to the employee.

Any employee represented by the Union who is en-

titled to dental insurance coverage may elect to waive such coverage. An employee who desires to waive such coverage shall notify the City and Union in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the City. All employees waiving coverage will receive the sum of \$12.50 per month (up to \$150 per year), to be paid by separate check on December 15 of each year.

An employee who has waived his or her dental insurance coverage and who desires to be reinstated to such dental insurance coverage as provided in Section 6.2 shall notify the City and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty days after the date of receipt of such notification by the City.

6.2 (a)

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

6.3 Group Life Insurance

The City will continue to provide a Group Life Insurance Plan for all members covered by this agreement which contains the following provisions:

- A. A \$5,000 payment upon the death of the insured.
- B. An additional \$5,000 payment if the cause of death is accidental.
- C. A maximum payment of \$5,000 for limb dis-

membership according to a schedule of payments in the current policy providing this coverage.

D. A \$2,000 payment upon the death of the current spouse.

E. A \$1,000 payment upon the death of each dependent child from age 7 days to 19 years.

F. A waiver of premium and conversion privilege.

G. Any change in the current carrier must be approved by the Union.

ARTICLE VII

Uniform Allowance

Employees represented by the Union shall receive a uniform allowance of \$300 per year, payable annually in two equal payments of \$150 on or before September 15 and May 15 respectively.

The City agrees to pay all employees represented by the Union a one-time clothing allowance payment on the date and in the amount as follows:

On July 1, 1984 a one-time clothing allowance payment of \$500.

The payment specified above will be paid by separate check, payable to the employees on or before the date specified.

Employees will be eligible to collect clothing allowance if they are on the active payroll on September 15 and May 15.

The employee shall be responsible for the maintenance and replacement of all items of clothing.

ARTICLE VIII

Vacations

8.1 Initial Vacation Entitlement

Each full time employee who has completed one (1) full year of employment for the City of Buffalo shall be eligible for an annual paid vacation on the first anniversary date of the employee's hire. The Commissioner may grant the first year vacation entitlement before the first anniversary date if scheduling constraints make it necessary to do so. In no case will an employee receive vacation entitlement in the same calendar year as his date of hire.

8.2 Subsequent Vacation Entitlements

For subsequent years of employment an employee shall be eligible for vacation entitlements on January 1st of the calendar year following his anniversary date.

8.3 Entitlement Schedule

Vacation will remain the same except for employees hired after July 1, 1978. Said new employees will receive four (4) shifts of vacation as their initial vacation entitlement. Subsequent vacation entitlement will remain the same.

The length of vacation is determined by years of service as defined in the following table:

Years of Completed Service	Vacation Entitlement (In Shifts)
1	4
2, 3, 4	8
5	12
6	13
7	14
8	15

9	16
10	16
11	17
12	18
13	19
14	20
15 and over	20

Employees hired on January 23, 1984, only, shall receive eight (8) shifts as their initial vacation entitlement in calendar year 1985. For subsequent years vacation entitlement shall be as per Sections 8.2 and 8.3 contained herein.

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

Years of Completed Service	Vacation Entitlements (In Shifts)
1- 2	4
3- 6	8
7- 9	12
10-15	16
16 and over	20

Years of service shall be defined as total years of service whether continuous or interrupted. Shifts shall be defined as either the nine (9) consecutive hours of day work or the fifteen (15) consecutive hours of night work.

8.4 Non-Cumulative

Vacations are non-cumulative and must be taken during the calendar year in which the employee became eligible for such vacation, except as noted in Section 8.8 of this Article.

8.5 Credited Time

Vacations are earned by the employee by being on the active payroll of the City. To be credited with a month on the active payroll an employee must be on the active payroll for a minimum of ten (10) days within the credited month. Days on the active payroll are the total of days actually worked in the capacity hired plus any days of vacation, sick leave, personal leave, bereavement leave, military leave (maximum of thirty (30) days), or jury duty.

8.6 Prorated Vacations

In instances of employees not completing a full twelve (12) month year, except for the initial twelve (12) months of employment, the employee's vacation period shall be prorated in accordance with the vacation entitlement chart which appears in this article.

8.7 Scheduling Method

The method used by the Fire Department in 1978 for the scheduling of vacation periods shall continue.

8.7 (a)

On the work schedule, delete the letter "D" and replace with number "9". Also delete the letter "N" and replace with number "15".

8.8 Vacation Carryover

Vacation carryover means carrying unused vacation entitlement from one year to the next consecutive year. The Commissioner may allow vacation carryover in the specific instances which follow:

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

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

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

D. An employee earning initial vacation entitlement (as in Section 1 of this article) after December 1.

VACATION PRO-RATING CHART

	Months of Qualifying Service												
	12	11	10	9	8	7	6	5	4	3	2	1	
Years of Service:													
2-4	8	7	7	6	5	5	4	3	3	2	1	1	
5	12	11	10	9	8	7	6	5	4	3	2	1	
6	13	13	11	10	9	8	7	5	4	3	2	1	
7	14	13	12	11	9	8	7	6	5	4	2	1	
8	15	14	13	11	10	9	8	6	5	4	3	1	
9	16	15	13	12	11	9	8	7	5	4	3	1	
10	16	15	13	12	11	9	8	7	5	4	3	1	
11	17	16	14	13	11	10	9	7	6	4	3	1	
12	18	17	15	14	12	11	9	8	6	5	3	2	
13	19	17	16	14	13	11	10	8	6	5	3	2	
14	20	18	17	15	13	12	10	10	7	5	3	2	
15 & over	20	18	17	15	13	12	10	10	7	5	3	2	

VACATION ENTITLEMENTS IN SHIFTS

ARTICLE IX

Leaves - Sick and Injury

A. Employees shall be granted the line-of-duty sick

and injury leaves provided in Section 207a of the General Municipal Law.

B. In case of non line-of-duty sickness, the Commissioner shall grant to the employee a leave with full pay for the time the sickness exists, not to exceed six (6) months.

C. In case of a non line-of-duty injury, the Commissioner may, in his discretion, grant to the employee a leave with full pay for the time the injury exists not to exceed six (6) months.

D. The Commissioner may require a doctor's certificate from any employee who is absent as a result of non line-of-duty sickness or injury.

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

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

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

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

(c) A credited month of service is defined as a calendar month in which an employee has been com-

pensated for all but 3 or less shifts.

(d) Employees shall accumulate sick leave as long as they are in the service of the City up to a maximum of 2400 hours.

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

(f) The City agrees that upon retirement or death, any accumulated, unused sick leave, up to a limit of 1440 hours can be "bought back" at a ratio of 1:3 (e.g. an employee with 2400 hours unused sick leave may use only 1440 hours at a ratio of 1:3).

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

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

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

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

(i) It shall be the responsibility of the employee to maintain and monitor an accurate account of his

current sick leave entitlements. Employees who request and receive sick leave in excess of their entitlements shall have an equal number of hours deducted in a subsequent pay period.

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

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

ARTICLE X

Safety Committee

A committee of six (6) members, three (3) members designated by the Commissioner of Fire and three (3) members designated by the Union, will review and investigate complaints regarding working conditions or work requirements. This committee will make recommendations to the City for improvements. The City will advise the Committee of its decision or recommendations concerning these matters. If the City rejects the Committee's recommendations, it will advise the Committee the reason for its rejection. The Safety Committee will meet every three (3) months.

ARTICLE XI

Bereavement Leave

11.1 Bereavement Leave Allowance

Bereavement leave shall be granted to any permanent employee who has suffered a death in his immediate family. Such leave will begin from the day of death through and including the funeral or memorial service. However, because of the firefighters work schedule (4 on and 4 off) all members will receive four (4) working shifts when death occurs while on their scheduled days off. If death occurs while member is working, member will receive the day of death and the following three (3) shifts off. Bereavement leave shall be non-cumulative.

11.2 Definition of Immediate Family

The immediate family shall consist of the spouse, parents, grandparents, child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and any other relative of the employee or his wife (husband) residing in the household of the employee. The following terms shall be defined as follows: brother-in-law (a) the brother of one's spouse; (b) the husband of one's sister; sister-in-law (a) the sister of one's spouse; (b) the wife of one's brother.

11.3 Bereavement Leave During Vacation or Compensatory Time

Should any employee have a death of one or more of the above listed relatives, such employee shall be entitled to go from vacation or compensation leave to bereavement leave upon notification to the Commissioner. Such notification shall include a phone call to the Commissioner on the day of the death, and a copy of the bereavement notice and verification of the relationship of the deceased immediately upon the employee returning to work. Failure to give proper notice or to produce the requested verification shall result in

the effect that the time taken will not be charged to bereavement leave, but to personal or vacation leave.

ARTICLE XII Personal Leave

12.1 Entitlement

Effective July 1, 1982, all full-time employees hired before March 30, 1981, shall be entitled to personal leave time with pay during each fiscal year in the amount provided below:

A. Three (3) day shifts of nine (9) hours each and two (2) night shifts of fifteen (15) hours each, or

B. One (1) day shift of nine (9) hours and three (3) night shifts of fifteen (15) hours each.

Effective February 1, 1983 all employees hired after March 30, 1981 shall be entitled to personal leave time with pay, as follows:

A. In their first year of employment such employees shall receive one (1) day shift of nine (9) hours and one (1) night shift of fifteen (15) hours. This personal leave entitlement must be used prior to the employee's first anniversary date.

B. Following their first anniversary and during their second year of employment, such employee shall receive two (2) day shifts of nine (9) hours each and two (2) night shifts of fifteen (15) hours each. This personal leave entitlement must be used prior to the employee's second anniversary.

C. Thereafter said employee shall receive the full complement of personal leave provided for employees hired prior to March 30, 1981. Said employees must use this personal leave entitlement prior to their next succeeding anniversary date.

Personal leave shall be non-cumulative beyond the fiscal year and/or anniversary date. Personal leave may not be taken in units of less than one (1) shift, except for members attending an educational course in a field consistent with the work assignment of the employee, and approved by the Commissioner. Under these circumstances, a member may elect to take personal leave units of one-half (1/2) night shift or seven and one-half (7 1/2) hours.

12.2 Availability of Manpower

Personal leave shall be granted subject to the availability of manpower, including call-ins. In extraordinary circumstances, i.e., natural disaster, state of emergency, etc., personal leave may be limited to a reasonable amount.

12.3 Notice

An employee requesting personal leave time shall give at least twenty-four (24) hours notice, in writing, to his superior. In the event of a personal emergency which makes the giving of a written notice impossible, the employee must otherwise notify his supervisor or the Department of Fire prior to the start of his shift. His supervisor may determine the cause of the emergency as unacceptable for use of personal leave.

12.4 Switch Time

An employee may switch time with another employee only after using all his personal leave entitlement and with the permission of the Battalion Chief. The Commissioner or his Deputy may waive this rule in unusual circumstances.

12.5 Prorate

Employees who work less than twelve (12) months in a fiscal year shall be entitled to a pro-rated amount

of personal leave in that fiscal year (see schedule). A credited month shall mean the same as in Sec. 8.5.

PRORATED PERSONAL LEAVE SCHEDULE

Credited Months of Service	Hours of Personal Leave Entitlement
1 month	4.75 hours
2 months	9.50 hours
3 months	14.25 hours
4 months	19.00 hours
5 months	23.75 hours
6 months	28.50 hours
7 months	33.25 hours
8 months	38.00 hours
9 months	42.75 hours
10 months	47.50 hours
11 months	52.25 hours
12 months	57.00 hours

12.6 Excess Leave

Employees who receive personal leave hours in excess of their entitlement shall work, at the City's discretion, at no compensation, whenever a call-in is required, for the amount of hours overdrawn.

ARTICLE XIII

Union Activities on City's Time

A. The Union agrees that Union activities on City time shall be kept at a reasonable level, as determined by the Commissioner or his designee.

These Union activities are:

- Investigate and process grievances
- Post Union notices
- Distribute Union literature
- Solicit Union membership during other employ-

ees' non working time

Attend negotiating meetings

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

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

Attending Union business on City time.

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

ARTICLE XIV

Leaves of Absence Without Pay

14.1 Union Business

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

14.2 Educational Leaves

Educational leaves of absence up to a duration of one (1) year may be granted if properly approved by the Commissioner provided that the education to be pursued is in a field consistent with the work assignment of the employee and provided further that the employee has signified his intention to return to duty with the department.

14.3 "AWOL"

Any member absent without leave for more than twenty (20) working days may have his employment terminated by the Department Head without a hearing. Such termination shall be final without recourse to the disciplinary procedures contained in the collective agreement. Upon such termination the City will provide the employee with all benefits which he has previously earned.

ARTICLE XV

Retirement Benefits

15.1 Final Average Salary

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

15.2 Military Service

Employees shall also be entitled to obtain credit for retirement purposes for military service whenever provided by statute.

15.3 Option 384-d

The City will make available the twenty (20) year Retirement Plan provided in Section 384-d of the Retirement and Social Security Law which shall include the additional fraction benefit when authorized by the New York State Legislature.

15.4 Option 375-i

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

15.5 Pre-Retirement Return Option

When any member of the unit reaches a retireable age, in his pension plan, he shall be entitled to a three (3) month leave of absence without pay for a period not to exceed three (3) months. After the duration of this period he must either return to duty or take his pension. Members will be granted this benefit only once. A physical examination will be required prior to reinstatement.

15.6 Transfers to 375-i Plan

Effective January 1, 1983 any employee presently in a retirement plan other than the Career Retirement Plan, set out in Section 375-i of the Retirement and Social Security Law (the 375-i plan) may transfer to the 375-i plan during the period from February 15 to March 15 of any calendar year. Any employee who so elects to transfer to the 375-i plan shall receive a salary adjustment based upon the employer's cost savings as a result of adjustment based upon the employer's cost savings as a result of such transfer. That annual salary adjustment will be equal to one-third of the difference between the employer's cost for coverage of said employee in the retirement plan from

which he transferred and the 375-i plan. This salary adjustment shall be paid in a lump sum on December 15, commencing with the year in which the employee exercised his option, and each year thereafter. The initial salary adjustment will be based upon the employer's cost savings for a full twelve month period ending on March 31 of the year in which the employee elected to transfer to 375-i. In each year thereafter, the salary adjustment will be based upon the employer's cost savings for the full twelve month period ending on March 31st of the calendar year of payment.

ARTICLE XVI

Seniority

16.1 Definition

Seniority means the length of an employee's service commencing with the date of permanent departmental appointment. Any period of time that a member has been on leave of absence without pay from the department shall be deducted from his accrued seniority.

16.2 Officers

The term seniority as applied to officers shall include time on either temporary, permanent or contingent permanent service so long as such time in grade shall have been consecutive.

16.3 Exceptional Transfers

All transfers, except disciplinary transfers, within the Department shall be made upon the basis of seniority, with the exception of Aides, members of the Fire Investigation Unit, the Service Station and the Training Bureau. The Commissioner of Fire shall have the authority to make or deny transfers for disciplinary

purposes subject to conditions set forth in other sections of this agreement. Such disciplinary denial shall not exceed twelve (12) months.

16.4 Vacancies

A. Mutual trades between members shall not be permitted without the approval of the Union and the Commissioner in each individual case.

B. Whenever a vacancy occurs in the Department, notice thereof shall be posted for a period not less than twelve (12) days. The vacancy shall be filled by appointing to it that qualified member of the Department who has the greatest seniority in the grade eligible for such appointment.

C. It shall be the primary responsibility of the individual requesting a transfer to make sure that his transfer request has been so recorded by the on-duty Deputy Commissioner by 4:00 p.m. of the last day as contained on the posted notice for said transfer.

D. 1) A successful transferee shall not be eligible to use his seniority rights for the purpose of transferring to another company within one (1) year of date of transfer, except for extenuating circumstances and must be approved by the Commissioner and the Union in each individual case. The year starts the day bids close.

2) In the event the City closes any line firefighting companies (engines, trucks, or rescues) a bid sheet shall be issued within sixty (60) days of date of closing. This bid sheet, when issued, will be deemed to comply with the terms and conditions of Section 16.4 (D). All time elements for members of units affected shall be waived.

3) At the discretion of the Commissioner, bid sheets may be issued as often as practical to provide for

department stability and efficiency.

4) At least one (1) bid sheet shall be issued within 300 days of the last bid sheet.

E. Any member transferred for disciplinary purposes by the Commissioner of Fire shall not be eligible to bid on a transfer without the express permission of the Commissioner for a maximum of twelve (12) months.

F. If there is no bid for a posted vacancy, member who has been assigned by Commissioner to fill this position shall consider it a temporary assignment and the position shall be posted on each succeeding bid sheet until such position is filled by a bonafide bid. The word "position" shall not conflict with the word "appointment" as used by the Civil Service Commission. A "detail" shall not be considered an assignment for bidding purposes. There shall be no transfers of any kind without carrying with it the Seniority clauses as outlined in this article.

G. Any member appointed or detailed by the Commissioner to a special assignment, for his own benefit, loses his vacated permanent status assignment when his absence exceeds six (6) months.

H. A member who is absent from his permanent assigned position due to a service connected injury for a period exceeding one year forfeits his permanent assigned position.

I. Rookie Firefighters are not eligible to bid on any vacancy until they have successfully completed their one year probationary period.

J. Any member who vacates a permanent assigned position to accept a detailed assignment for his own benefit forfeits his permanent assigned position.

16.5 Filling of Vacancies

The responsibility to fill both permanent and temporary vacancies in the Fire Department rests with the Commissioner.

The Commissioner will attempt to fill all vacancies prior to the expiration of existing lists until the position is scheduled to be abolished.

The Commissioner recognizes the concern of the Union and will review any particular vacancy with the Union upon request.

ARTICLE XVII

Temporary Assignment

The City of Buffalo agrees to transfer officers of the Buffalo Fire Department for the period of time that such officers are receiving benefits required under the provisions of Section 207-a of the General Municipal Law to the administrative services function of the Fire Department. Salary ordinance lines provided for such transfers will be designated "207-a only". The vacancy created by the transfer of an officer to the administrative services function under this section shall be filled by the appointment or promotion of an officer on a permanent or contingent permanent basis. In any event, the transfer of an officer from the administrative services function to firefighting services function will not increase the number of positions available in the firefighting services function and may result in the "bumping back" of employees in that function. The transfers contemplated in this section will take place one year from the date of injury of the member or sooner at the discretion of the Commissioner of Fire.

17.1 Rates of Pay

34

Whenever an employee is temporarily assigned to perform the duties of a higher rank, he shall be paid the per diem difference between his rank and the maximum level of the rank in which he is performing, exclusive of longevity.

17.2 Rotation of Assignments

For the purpose of temporary assignments to a higher rank, all officers shall be on a rotation basis unless there is an eligible Civil Service list, in which case the assignment shall be made from such list. This procedure shall be followed in all officer ranks unless altered with the consent of all parties affected.

17.3 Assignment to Acting Lieutenant

For the purpose of such temporary assignments to Acting Lieutenant, vacancies shall be filled from among permanent members of a company platoon in the following order:

A. Rotation among such members placed on the appropriate Civil Service List.

B. Departmental seniority of permanent members of the company platoon.

C. All members will be subject to the firefighter detail roster.

D. A Firefighter may not be assigned to act out-of-title during probationary period.

17.4 General

Whenever a member is assigned to the duties of a higher rank, he shall be compensated for such time assigned at the higher rate of pay for that position.

17.5 Designation of Drivers and Tillermen

The designation of drivers and tillermen of fire ap-

35

paratus shall be the responsibility of the commanding officers of the respective platoons. They shall adhere to the Rules and Regulations of the Buffalo Fire Department and Lesson #24 of the Buffalo Fire Department Training Manual that were promulgated for all members' guidance.

17.6 Date of Effectiveness

This article shall be consistent with Communication #2 dated July 1, 1978, page 15 and page 16 and Memo #3 dated February 8, 1982, unless altered with the consent of the Union and the City of Buffalo.

ARTICLE XVIII

Promotions

18.1 Former Assignment Up for Bids

Whenever a member accepts a temporary promotion, his permanent assignment cannot be put up for bids until he receives a permanent promotion, contingent permanent appointment or waives his permanent assignment on his own volition.

18.2 Last Week of Promotional List

If, due to an emergency during the last week of the existence of a promotional list, a vacancy occurs, the Commissioner of Fire shall have the authority to certify the highest eligible member in that grade to permanent status, subject to normal procedural certification as soon as available.

As this procedure is controlled by Civil Service Law, the Commissioner's office will direct correspondence to the Civil Service Commission and the Commissioner of Administration and Finance requesting that lists do not expire on either Saturday or Sunday.

18.3 Selection

If other than the top name on an entrance or promotional list is selected for appointment or promotion or contingent permanent, the Commissioner of Fire must show to the Union, in writing, his reasons for not appointing or promoting the top name.

ARTICLE XIX

Auto Allowance

Employees who, at the direction of the Commissioner, are required to use their personal automobiles on City business shall be compensated at the rate of \$5.50 per day.

ARTICLE XX

Shift Change Transportation

The City "must" make every effort to provide transportation for all members of the unit when they report for duty and their company or relief is at a working fire emergency, rescue, etc. This shall also be provided for those members returning from same.

ARTICLE XXI

Apparatus, Appliance and Firehouse Maintenance

21.1 Exceptions

All daily normal apparatus maintenance shall be the responsibility of the on-duty crew and officer. Normal apparatus maintenance shall not include the following except as noted:

- A. Lubrication (except for firefighting equipment to

include prime pump).

- B. Oil Change.
- C. Tire and wheel change on firefighting apparatus only (except for Chiefs' vehicles).
- D. Damage or repair.
- E. Spot painting.
- F. Battery changing on firefighting apparatus only.
- G. Electrical or radio work.

21.2 Automotive Inspection

The automotive equipment inspection procedure of all Fire Department apparatus will be supervised by the Superintendent of Fire Apparatus to conform with the New York State inspection procedure.

21.3 Equipment Maintenance Committee

A committee consisting of representatives from the office of the Fire Commissioner, the Director of Labor Relations and the Superintendent of Fire Apparatus, and also from the Union, will be created to meet on a regular basis for the purpose of reviewing equipment maintenance in the Department.

21.4 Occupant Protection

The Department will initiate a plan to safeguard stored items in its vehicles.

Protective, sturdy, substantial grill work shall be installed in all station wagons and panel trucks between the occupants and the storage section.

21.5 Firehouse Facilities

A. The Department will attempt to replace firehouse stoves and refrigerators as required.

B. The Department will seek to provide adequate chairs, lighting, screening and door locks.

C. The Department must provide adequate, sanitary toilet facilities and toilet tissues, and will correct these deficiencies where necessary.

21.6 Firehouse Maintenance

Firehouse maintenance shall not include painting, plumbing, or electrical work or wall washing. However, normal and reasonable house maintenance is required and firehouse cleanliness shall be included as a part of the daily chores of the members.

21.7 Parking Facilities

The City will provide adequate off-street parking as facilities therefor become available.

21.8 Snow Removal

The City will attempt to provide snow removal procedures as soon as possible. However, this will not preclude the necessity for Fire Department personnel to effect minor snow removal when required.

ARTICLE XXII

Rule Book Updating

A. The Departmental Book of Rules and Regulations shall be revised and brought into concert with this contract and any changes of this contract and the effective date of same.

B. Interdepartmental correspondence shall include the signature of the maker.

ARTICLE XXIII

Settlement of Disputes

23.1 Grievance and Arbitration Procedures

A. Any controversy or dispute which may arise between the parties regarding the application, meaning or interpretation of this agreement shall be settled in the following manner:

STEP 1a

The employee and/or the Union shall submit the grievance orally to the employee's immediate superior within five (5) days of its occurrence.

STEP 1b

If the Union is unaware of the grievance when it arises, it shall take it up within five (5) days of learning of its existence.

If the grievance is filed pursuant to Step 1b and if the arbitrator finds a violation of a specific provision of this agreement, the arbitrator's award shall not be retroactive in its monetary effects earlier than five (5) days preceding the filing of the grievance.

STEP 2

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

STEP 3

If a satisfactory settlement or disposition is not made within five (5) days from the date of the written submission of the grievance, the employee and/or the Union may, within ten (10) days thereafter, submit

the grievance with the answer to the said superior, with any reply thereto, to the Commissioner. The Commissioner shall schedule a meeting, to be held not later than ten (10) days after the date of the receipt of the grievance and any accompanying papers, at his office at which time the employee and/or the Union is entitled to be present. The Commissioner shall, within five (5) days thereafter, set forth, in writing, his answer to the grievance.

STEP 4

If not satisfied with the Commissioner's answer the Union may, within ten (10) days after receipt thereof, request that the matter be submitted to an impartial arbitrator to be selected from a panel of at least three (3) arbitrators mutually agreed upon by both parties. The arbitrator shall issue his decision within thirty (30) days after the conclusion of testimony and argument. His decision shall be final and binding upon the parties. In the event that the parties are unable to agree upon an impartial arbitrator within ten (10) days, then the party or parties shall apply to the Arbitration Section of the New York State Public Employment Relations Board.

B. Failure of the Union or of an employee to take any of the action by this Section within the time limited therefor, shall constitute a waiver of the right to proceed further and shall terminate the proceeding.

23.2 Matters Relevant to Grievance Procedure

A. The Commissioner shall provide agreed upon grievance forms in adequate numbers.

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

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

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

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

F. For the purposes of definition, days shall not include Saturday, Sunday or holidays.

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

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

ARTICLE XXIV

Discipline and Discharge

24.1 Disciplinary Action

A. A person holding a position by permanent appointment or employment shall not be removed or otherwise subjected to any disciplinary penalty provided in this Article except for incompetency or misconduct or for committing or having been convicted of a felony or any crime involving moral turpitude, and then only after a hearing upon stated charges. The Union is entitled to be present at such hearing.

Any member against whom any disciplinary action is contemplated may agree to an oral informal hearing at which time he may elect to accept the findings and/or penalties as directed by the Commissioner,

thus waiving the procedures contained in Section 24.2.

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

Reprimand

Transfer

Deny a transfer

A fine not to exceed \$100 to be deducted from salary or wages

Suspension without pay for a period not to exceed two (2) months

Demotion in grade and title

Dismissal from the service

24.2 Procedure

A. A person against whom disciplinary action is proposed shall be served with a written copy of the charges preferred against him and shall have ten (10) days to answer same in writing, said answer to be served upon the Commissioner. A copy of the charges shall also be served upon the Union. Where the accused defaults in answering, he shall be permitted to show matters in mitigation of any punishment which may be imposed.

B. Within ten (10) days after the receipt of the written answer to the charges preferred, or, if the accused defaults in answering, then within ten (10) days after his time to answer has expired the Commissioner shall conduct an informal hearing upon the charges. At such hearing the accused person shall have the right to be represented by the Union or by legal counsel. He may, if he desires, present witnesses in his behalf. The Commissioner shall have the power to dismiss or withdraw the charges if the hearing so warrants. As an alternative to the hearing before the impartial arbitrator provided for below, the accused

member may have the issue of guilt and the measure of punishment determined by the Commissioner.

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

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

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

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

24.3 Suspension Pending Determination of Charges: Penalties

A. Pending the hearing and determination of charges, the person against whom such charges have

been preferred may be suspended without pay for a period not to exceed thirty (30) days.

B. The penalty or punishment imposed shall be as set forth in Section 24.1B.

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

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

E. No removal or disciplinary proceeding shall be commenced more than one year after the occurrence of the wrong-doing complained of or its discovery, if later. However, such limitation shall not apply where the wrong-doing complained of, if proved in a court of appropriate jurisdiction, constitutes a crime.

F. Any person believing himself aggrieved by a penalty or punishment of demotion in or dismissal from service or suspension without pay, or a fine imposed pursuant to the provision of this Article, may appeal from such determination either by an application to the Buffalo Municipal Civil Service Commission, or by an application to the court in accordance with the provisions of Article 78 of the Civil Practice Law and Rules. If such person elects to appeal to the Commission, he shall file such appeal with the Commis-

sion in writing within twenty (20) days after receiving written notice of the determination to be reviewed. The decision of the Commission shall be final and conclusive and not subject to further review in any court.

ARTICLE XXV

General Provisions

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

ARTICLE XXVI

Management Rights

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

ARTICLE XXVII

Maintenance of Benefits

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

ARTICLE XXVIII

Termination

This agreement shall be effective as of July 1, 1984 and shall remain in full force and effect until the 30th day of June, 1986. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred fifty (150) days prior to the termination date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the termination date. During the period of negotiations, neither the City nor the Union shall issue any formal statement concerning the subject matter of the negotiations, except with mutual consent.

ARTICLE XXIX

Cost of Printing

The cost of printing the contract for 1984-86 shall be divided equally between the City and the Union.

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

IN WITNESS WHEREOF, the parties hereto have set their hands this 8th day of November, 1984.

FOR BUFFALO PROFESSIONAL FIREFIGHTERS
ASSN., INC., LOCAL 282, I.A.F.F., AFL-CIO
LOUIS MONIN, President

FOR THE CITY OF BUFFALO
JAMES D. GRIFFIN, Mayor

APPROVED AS TO FORM ONLY
By JAMES J. McLOUGHLIN, Corporation Counsel
November 5, 1984

SALARY SCHEDULE "A"

July 1, 1984 — June 30, 1985

Division Fire Chiefs			\$31,248
Battalion Chiefs			28,338
Chief of Communications			28,338
Superintendent of Fire Apparatus			28,338
Superintendent of Fire Alarm Systems			28,338
Chief Fire Administrator			25,888
Fire Captain			25,888
Master of Fire Boat			25,888
Assistant Superintendent of Fire Alarm Systems			25,888
Fire Lieutenants			24,652
Marine Engineer			24,652
Fire Alarm Dispatcher			24,652
Assistant Marine Engineer			22,780
Assistant Fire Alarm Dispatchers			22,780
Firefighters	16,518	18,770	21,025
Marine Oilers	16,518	18,770	21,025
Firefighters (hired on or after April 1, 1981)			
Step 1			15,337
Step 2			16,758
Step 3			18,180
Step 4			19,601
Step 5			21,025
Marine Oilers (hired on or after April 1, 1981)			
Step 1			\$15,337
Step 2			16,750
Step 3			18,180
Step 4			19,601
Step 5			21,025

SALARY SCHEDULE "A-1"

July 1, 1985 — December 31, 1985

Division Fire Chiefs	\$31,898
Battalion Chiefs	28,988
Chief of Communications	28,988
Superintendent of Fire Apparatus	28,988
Superintendent of Fire Alarm Systems.....	28,988
Chief Fire Administrator	26,538
Fire Captains	26,538
Master of Fire Boat	26,538
Assistant Superintendent of Fire Alarm Systems	26,538
Fire Lieutenants	25,302
Marine Engineer	25,302
Fire Alarm Dispatcher	25,302
Assistant Marine Engineer	23,430
Assistant Fire Alarm Dispatchers	23,430
Firefighters	17,168 19,420 21,675
Marine Oilers	17,168 19,420 21,675
Firefighters (hired on or after April 1, 1981)	
Step 1	15,987
Step 2	17,408
Step 3	18,830
Step 4	20,251
Step 5	21,675
Marine Oilers (hired on or after April 1, 1981)	
Step 1	15,987
Step 2	17,408
Step 3	18,830
Step 4	20,251
Step 5	21,675

50

SALARY SCHEDULE "A-2"

January 1, 1986 — June 30, 1986

Division Fire Chiefs	\$33,492
Battalion Chiefs	30,437
Chief of Communications	30,437
Superintendent of Fire Apparatus	30,437
Superintendent of Fire Alarm Systems.....	30,437
Chief Fire Administrator	27,864
Fire Captains	27,864
Master of Fire Boat	27,864
Assistant Superintendent of Fire Alarm Systems	27,864
Fire Lieutenants	26,567
Marine Engineer	26,567
Fire Alarm Dispatcher	26,567
Assistant Marine Engineer	24,601
Assistant Fire Alarm Dispatchers	24,601
Firefighters	18,026 20,391 22,758
Marine Oilers	18,026 20,391 22,758
Firefighters (hired on or after April 1, 1981)	
Step 1	16,786
Step 2	18,278
Step 3	19,771
Step 4	21,263
Step 5	22,758
Marine Oilers (hired on or after April 1, 1981)	
Step 1	16,786
Step 2	18,278
Step 3	19,771
Step 4	21,263
Step 5	22,758

51

June 7, 1984

Mr. Samuel Iraci, Jr.
Director, Labor Relations
Room 225—City Hall
Buffalo, New York 14202

Re: Buffalo Professional Firefighters Association, Inc.,
Local 282 — 1984 Negotiations

Dear Mr. Iraci:

I am writing this letter to confirm our understanding of the implementation or application of the provisions of Paragraph 5 of the Memorandum of Agreement between the City of Buffalo and Local 282 for the 1984-86 collective agreement. This letter will constitute a memorandum of understanding applicable to Article VI, Section 6.1 of the collective agreement of the 1984-86 collective agreement.

The City and the Union agree that in order to guarantee employees will not lose coverage as currently provided by druggists accepting the Blue Cross plan, the City agrees to reimburse employees the cost of prescriptions presented to the listed druggists if those druggists refuse to accept the alternative provider of this benefit selected by the City. However, it is agreed that, if a druggist goes out of business or is no longer a part of the Blue Cross plan, the City will not be responsible for that lapse in coverage.

In connection with Article VI, Section 6.1, the City assures the Union that Blue Cross and Blue Shield will accept the accumulated co-payments made in connection with the City's alternative prescription co-pay plan as a part of the deductible requirement of the Blue Cross major medical plan. In the event Blue Cross major medical plan does not accept these payments, the City will reimburse any affected employee for the resultant losses.

52

I have taken this language from our previously discussed language as found in my letter to you of March 22, 1984.

It was also agreed that the one time clothing allowance, payable July 1, 1984, in the amount of \$500.00, as provided in paragraph 4 of the Memorandum of Agreement, will be payable to all employees, including those receiving benefits under 207.a of the General Municipal Law.

Very truly yours,
Lipsitz, Green, Fahringer,
Roll, Schuller & James
By: /S/ Carmin R. Putrino
Carmin R. Putrino

CRP:em
Read & Agreed to as Director of
Labor Relations on behalf of the
City of Buffalo
/S/ Samuel F. Iraci, Jr.
Samuel Iraci, Jr.

53

**ARBITRATION PANEL'S AWARD
AND OPINION**

**Case No. IA86-26; M86-352
Paul G. Kell, Arbitrator**

ARBITRATION PANEL'S AWARD

The Arbitration Panel renders the following Award:

A. Issue No. 1: Salary

- 1) Retroactive to July 1, 1986, a 4% increase across the board for all Steps and Ranks; plus an additional \$100 upgrading for Firefighter
- 2) Retroactive to January 1, 1987, a 1% increase across the board for all Steps and Ranks
- 3) Retroactive to July 1, 1987, a 5% increase across the board for all Steps and Ranks; plus an additional \$100 upgrading for Firefighter
- 4) Effective January 1, 1988, a 1% increase across the board for all Steps and Ranks

B. Issue No. 2: Lunch Money

Retroactive to July 1, 1987, lunch money shall be sixty minutes at straight time, said payment is to include injury on duty; which injury on duty is determined by the Commissioner, subject to grievance and arbitration.

C. Issue No. 3: Increments for Firemen and Superior Officers

Both the Union and the City proposals for changes in Increments are denied.

D. Issue No. 4: Longevity

Retroactive to July 1, 1986, Longevity shall be as follows:

5 years	\$ 200.00
10 years	\$ 400.00
15 years	\$ 600.00

20 years	\$ 800.00
25 years	\$ 1,200.00

Retroactive to July 1, 1987. Longevity shall be as follows:

5 years	\$ 200.00
10 years	\$ 450.00
15 years	\$ 700.00
20 years	\$ 950.00
25 years	\$ 1,200.00

E. Issue No. 5: Dental and Medical Insurance

The City proposal for contributions to dental and medical insurance is denied.

F. Issue No. 9: Upgrading

Retroactive to July 1, 1986, Assistant Fire Alarm Dispatcher shall receive an additional \$500.00 per year, and Fire Alarm Dispatcher shall receive an additional \$750 per year.

G. Issue No. 12: Personal Leave

Effective January 1, 1988, twenty-four hour notice shall be given to the Fire Commissioner or his designee for personal leave; the Fire Commissioner or his designee may deny emergency leave, providing a reason is given for said denial, which denial should not be unreasonable.

H. Issue No. 14: Double Coverage

Effective January 1, 1988, where as a result of employment in or retirement from City service as defined in Article 1.5, the City shall not provide medical, dental or hospitalization for an employee or retiree where the spouse of said employee or retiree has comparable or superior coverage; and said employee or retiree shall receive an amount of \$600 in lieu thereof.

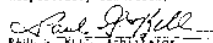
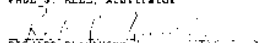
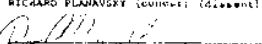
I. Issue No. 16: Holiday

The City proposal relating to Holiday is denied.

J. Issue No. 18: Printing of Agreement

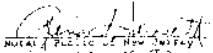
The change in the cost of printing of the Agreement is denied.

Dated: September 23 1987

Respectfully submitted,

PAUL G. KELL, ARBITRATOR

RICHARD PLANAVSKY, SECRETARY (SANDS)

DAVID J. DONNELLY, SECRETARY (POLICE)

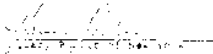
STATE OF NEW JERSEY
COUNTY OF HUDSON ss:

On this 23rd day of September 1987, before me, the subscriber, a Notary Public of New Jersey, personally came and appeared PAUL G. KELL, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed the same.


NOTARY PUBLIC, NEW JERSEY
COMMISSION EXPIRES 09/18/89
By Commission Exp. 09/18/89

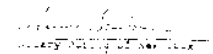
STATE OF NEW YORK
COUNTY OF ss:

On this 23rd day of September 1987, before me, the subscriber, a Notary Public of New York, personally came and appeared RICHARD PLANAVSKY, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed the same.


NOTARY PUBLIC, NEW YORK
COMMISSION EXPIRES 09/18/89
By Commission Exp. 09/18/89

STATE OF NEW YORK
COUNTY OF ss:

On this 23rd day of September 1987, before me, the subscriber, a Notary Public of New York, personally came and appeared DAVID J. DONNELLY, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed the same.


NOTARY PUBLIC, NEW YORK
COMMISSION EXPIRES 09/18/89
By Commission Exp. 09/18/89

**ARBITRATION PANEL'S
OPINION AND AWARD**

PERB Case No. IA88-30, M88-185

Douglas J. Bantle, Arbitrator

AWARD ON SALARY

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

*PLEASE NOTE: The July 13, 1988 date is based upon the release date of a Common Council Committee report concerning police unit raises. There is a dispute as to whether the ten percent (10%) should be paid on the basis of the wages in effect at the end of the prior arbitration award, the Levin Award, that is as of June of 1988, or whether the intention of the Sands panel was to pay whatever wage rates would have been in effect, given the rest of its Award, on July 13, 1988. The sentence open to interpretation from the Sands Award on page 6 reads, "We have therefore decided to grant, effective on the date of this Award, the Committee's immediate, ten percent across-the-board increase of base annual police salaries computed on the basis of salary levels in effect on the date of the Committee's report."

The majority of this panel in keeping with the spirit of this Award agree that the Firefighters Unit shall be paid in the same fashion that the Police Unit is ultimately paid on this issue. It makes no difference whether the payment is determined voluntarily between the parties, by an arbitrator, or a court of competent jurisdiction. The method or calculation of the payment is to be the same for this unit as for the Police Unit.

2. Effective July 1, 1988 and July 1, 1989, the base annual salaries of bargaining unit personnel shall be increased by five percent (5%). Those increases shall not include any

portion of the preceding paragraph's, labeled as #1, ten percent adjustment.

3. There has been an ongoing dispute over the application of two, one hundred dollar (\$100) upgradings awarded to firefighters by the Kell Panel in 1987. The dispute is whether the men titled "Marine Oilers" are entitled to the upgrades. The answer of the above mentioned majority is "Yes". These men should be treated the same. Union Exhibit #73 clearly demonstrates that the Firefighter and Marine Oiler ranks have been assigned identical pay grades in the past. In the last signed contract, the 1984-1986 agreement, in Appendix "A" the Marine Oilers and the Firefighters were also paid at the same rate. This should become the case again and thus is part of this Award.

AWARD: JOINT LABOR-MANAGEMENT COMMITTEE DEALING WITH PRODUCTIVITY

The City and the Union agree that productivity improvements are an important goal in the Fire Department. If the City hires a consultant to achieve this goal the parties agree to establish a joint labor/management committee to work toward achieving productivity improvements.

AWARD: MEDICAL BENEFITS

The medical benefits provided by the City for this unit will remain unchanged except for the following:

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

If at some point in time in the future a sick leave bank is established between the parties, the parties may elect to drop the catastrophic insurance rider and put the savings toward a life insurance benefit package.

AWARD: GRIEVANCE PROCEDURE

The language of Step 2 in any subsequent agreement should read:

58

If a satisfactory settlement or disposition is not made within two (2) days after the oral submission of the grievance, the employee and/or the Union may submit the grievance in writing within thirty (30) days thereafter to his next immediate superior who shall answer the same within five (5) calendar days. If an answer is a rejection of the grievance, then the said superior shall detail his reasons therefore in writing.

AWARD: DURATION OF CONTRACT

The term of the parties, collective bargaining agreement shall be two (2) years, from July 1, 1988 to June 30, 1990.

AWARD: REMAINING ISSUES

Any items other than changed by this Award remain "status quo" as they existed under the 1984-1986 contract and the subsequent Kell interest arbitration award. For the purposes of this Award there shall be no other changes in the parties, collective bargaining agreement.

59

DATED: OCTOBER 16, 1989

No. 148
BY: MR. AMOS

AFFIRMATION

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

**Salary Ordinance Amendment
21—Department of Fire—1988-89
Buffalo Professional Firefighters Association
Local 282**

The Common Council of the City of Buffalo do ordain as follows:

October 16, 1989
Mendon, New York 14506

Douglas J. Bantle, Esq.
DOUGLAS J. BANTLE, ESQ.
PUBLIC MEMBER OF THE PANEL

STATE OF NEW YORK
ss:
COUNTY OF MONROE

I, DOUGLAS J. BANTLE, ESQ., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument.

That Section I of Chapter I of the Ordinances of the City of Buffalo, relating to 21-0 Department of Fire, under the various subheadings relating to positions covered by the Buffalo Professional Firefighters Association—Local 282 bargaining agreement, is hereby amended as follows:

(NOTE: Old salaries are in brackets)

October 16, 1989

Richard P. Pisanovsky

STATE OF NEW YORK
ss:
COUNTY OF ERIE

Richard Pisanovsky
EMPLOYER PANEL MEMBER

Sworn to me before me this _____ day of October, 1989.

Notary Public

STATE OF NEW YORK
ss:
COUNTY OF ERIE

David Donnelly
David Donnelly
EMPLOYEE PANEL MEMBER

Sworn to me before me this _____ day of October, 1989.

Notary Public

DOROTHY F. PANKE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Feb 16, 1990

21- Department of Fire

011—Fire Fighting Services

4 Division Fire Chief	(37,306)	39,171
20 Battalion Chief	(33,903)	35,598
42 Fire Captain	(31,037)	32,588
123 Fire Lieutenant	(29,593)	31,072
731 Firefighter	(18,905-25,558)	19,850-26,835

012—Fire Prevention Services

1 Battalion Chief	(33,903)	35,598
7 Fire Captain	(31,037)	32,588
7 Fire Lieutenant	(29,593)	31,072

013—Fire Boat Services

5 Master of Fire Boat	(31,037)	32,588
4 Marine Engineer	(298,593)	31,072
4 Assistant Marine Engineer	(27,403)	28,773
4 Marine Oiler	(18,697-25,349)	19,850-26,835

021—Administrative Services

1 Chief Fire Administrator (31,037) 32,588

022—Fire Defense & Training Services

1 Battalion Chief (33,903) 35,598
1 Fire Captain (31,037) 32,588
1 Fire Lieutenant (29,593) 31,072

023—Fire Alarm Telegraph System

1 Superintendent of Fire Alarm System (33,903) 35,598
1 Chief of Communications (33,903) 35,598
1 Asst. Superintendent of Fire Alarm Systems (31,037) 32,588
4 Fire Alarm Dispatcher (30,395) 31,914
12 Assistant Fire Alarm Dispatcher (27,938) 29,334

032—Servicing Automotive Equipment

1 Superintendent of Fire Apparatus (33,903) 35,598

This ordinance shall be effective retroactive to July 1, 1988.

It is hereby certified, pursuant to Section 34 of the Charter, that the immediate passage of the foregoing ordinance is necessary.

WE, ALBERT G. DUKE, Commissioner of Fire and Thomas F. Keenan, Director of Budget recommend that the compensation for said positions be raised and fixed at the respective amounts set forth in the foregoing ordinance.

ALBERT G. DUKE
Commissioner of Fire

THOMAS F. KEENAN
Director of the Budget

We, James D. Griffin, Mayor and Robert E. Whelan, Comptroller, hereby certify that the positions of the City will be subserved by the increase in compensation provided for the positions set forth in the foregoing ordinance.

JAMES D. GRIFFIN, Mayor

ROBERT E. WHELAN, Comptroller

APPROVED AS TO FORM

SAMUEL F. HOUSTON
Corporation Counsel

Aves—13. Noes—0

**Salary Ordinance Amendment
21—Department of Fire—(7/1/89)**

Common Council of the City of Buffalo do ordain as follows:

Section I of Chapter I of the Ordinances of the City of Buffalo, relating to 21-0 Department of Fire, under the various subheadings relating to positions covered by the Buffalo Professional Firefighters Association Local 282 bargaining agreement, is hereby amended as follows

(NOTE: Old salaries are in brackets)

21—Department of Fire

011—Fire Fighting Services

4 Division Fire Chief (39,171) 41,120
20 Battalion Chief (35,508) 37,377
42 Fire Captain (32,588) 34,217
123 Fire Lieutenant (31,072) 32,625
725 Firefighter (19,850- 26.83 5) 20,842 --28,176

012—Fire Prevention Services

1 Battalion Chief (35,598) 37,377

1 Fire Captain	(32,588)	34,217
7 Fire Lieutenant	(31,072)	32,625

013—Fire Boat Services

5 Master of Fire Boat	(32,588)	34,217
4 Marine Engineer	(31,072)	32,625
4 Assistant Marine Engineer	(28,773)	30,211
4 Marine Oiler	(19,850-26,835)	20,842-28,176

021—Administrative Services

1 Commissioner of Fire	(54,812)	57,552
2 Deputy Commissioner of Fire	(47,864)	50,257
1 Chief Fire Administrator	(32,588)	34,217

022—Fire Defense & Training Services

1 Battalion Chief	(35,598)	37,377
1 Fire Captain	(32,588)	34,217
1 Fire Lieutenant	(31,072)	32,625

023—Fire Alarm Telegraph System

1 Superintendent of Fire Alarm System	(35,598)	37,377
1 Chief of Communications	(35,598)	37,377
1 Asst. Superintendent of Fire Alarm System	(32,588)	34,217
4 Fire Alarm Dispatcher	(31,914)	33,509
12 Assistant Fire Alarm dispatcher	(29,334)	30,800

032—Servicing Automotive Equipment

1 Superintendent of Fire Apparatus	(35,598)	37,377
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This ordinance shall be effective retroactive to July 1, 1989.

It is hereby certified, pursuant to Section 34 of the Charter, that the immediate passage of the foregoing ordinance is necessary.

We, James D. Griffin, Mayor and Albert G. Duke, Commissioner of Fire each recommends, with respect to the positions set forth in the foregoing ordinance to which he has the power of appointment, and the Director of the Budget recommends that the compensation for said positions be raised and fixed at the respective amounts set forth in the foregoing ordinance.

JAMES T. GRIFFIN
Mayor

ALBERT G. DUKE
Commissioner of Fire

THOMAS F. KEENAN
Director of the Budget

We, James D. Griffin, Mayor and Robert E. Whelan, Comptroller, hereby certify that the positions of the City will be subserved by the increase in compensation provided for the positions set forth in the foregoing ordinance.

JAMES D. GRIFFIN, Mayor

ROBERT E. WHELAN, Comptroller

APPROVED AS TO FORM

SAMUEL F. HOUSTON
Corporation Counsel

Passed.

Ayes —13, Noes—0

BY: Mr. AMOS

**Salary Ordinance Amendment
21—Department of Fire—1988-89
Buffalo Professional Firefighters Association
Local 282**

The Common Council of the City of Buffalo do ordain as follows:

That Section I of Chapter I of the Ordinances of the City of Buffalo, relating to 21-0 Department of Fire, under the various subheadings relating to positions covered by the Buffalo Professional Firefighters Association— Local 282 bargaining agreement, is hereby amended as follows:

(NOTE: Old salaries are in brackets)

21—Department of Fire

011—Fire Fighting Services

4 Division Fire Chief	(41,129)	44,859
20 Battalion Chief	(37,377)	40,767
42 Fire Captain	(34,217)	37,320
123 Fire Lieutenant	(32,625)	35,584
725 Firefighter	(20,842-28,176)	22,732-30,731

012—Fire Prevention Services

1 Battalion Chief	(37,377)	40,767
1 Fire Captain	(34,217)	37,320
7 Fire Lieutenant	(32,625)	35,584

013—Fire Boat Services

5 Master of Fire Boat	(34,217)	37,320
4 Marine Engineer	(32,625)	35,584
4 Assistant Marine Engineer	(30,211)	32,951
4 Marine Oiler	(20,842-28,176)	22,732-30,731

021—Administrative Services

1 Commissioner of Fire	(57,552)	62,772
2 Deputy Commissioner of Fire	(50,257)	54,815
1 Chief Fire Administrator	(34,217)	37,320

022— Fire Defense & Training Services

1 Battalion Chief	(37,377)	40,767
1 Fire Captain	(34,217)	37,320
1 Fire Lieutenant	(32,625)	35,584

023—Fire Alarm Telegraph System

1 Superintendent of Fire Alarm System	(37,377)	40,767
1 Chief of Communications	(37,377)	40,767
1 Asst. Superintendent of Fire Alarm System	(34,217)	37,320
4 Fire Alarm Dispatcher	(33,509)	36,548
12 Assistant Fire Alarm Dispatcher	(30,800)	33,593

032—Servicing Automotive Equipment

1 Superintendent of Fire Apparatus	(37,377)	40,767
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This ordinance shall take effect October 16, 1989

It is hereby certified, in pursuant to Section 34 of the Charter, that the immediate passage of the foregoing ordinance is necessary.

WE, JAMES D. GRIFFIN, Mayor and ALBERT G. DUKE, Commissioner of Fire each recommends, with respect to the positions set forth in the foregoing ordinance to which he has the power of appointment, and the Director of the Budget recommends that the compensation for said positions be

raised and fixed at the respective amounts set forth in the foregoing ordinance.

JAMES D. GRIFFIN
Mayor

ALBERT G. DUKE
Commissioner of Fire

THOMAS F. KEENAN
Director of the Budget

We, James D. Griffin, Mayor and Robert E. Whelan, Comptroller, hereby certify that the positions of the City will be subserved by the increase in compensation provided for the positions set forth in the foregoing ordinance.

JAMES D. GRIFFIN, Mayor

ROBERT E. WHELAN, Comptroller

APPROVED AS TO FORM

SAMUEL F. HOUSTON
Corporation Counsel

Passed

Ayes — 13, Noes — 0.

DISCLAIMER

Buffalo Professional Firefighters Association, Inc., Local 282, I.A.F.F., AFL-CIO has printed this document without conceding any issues in dispute with the City of Buffalo at the time of printing.

**MEMORANDUM OF AGREEMENT
BETWEEN**

THE CITY OF BUFFALO

and

**LOCAL 282, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, INC.**

I.A.F.F., AFL-CIO

The above referenced parties agree to adopt the following as new language in the 1984-86 collective bargaining agreement between the City of Buffalo and Local 282, I.A.F.F., AFL-CIO:

In Article 3.2(H) add the following as a new Subsection "6":

Employees desiring to be placed on the Department of Fire preferred overtime list, must so notify the Commissioner of Fire, or his designee, in writing. The list established as a result of this notification procedure, shall be in effect for the next twelve (12) consecutive month period following the month of notification only, and shall be assembled and utilized in order of the seniority of the applicants. The preferred overtime list shall contain the names of those employees desiring to work overtime on those days they are scheduled by the department head for approved annual leave and earned compensatory time up to a maximum of one (1) tour. In calendar year 1985 only, an employee may notify the Commissioner of Fire of his desire to be placed on the preferred overtime list for 1985.

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

An employee who has worked overtime while on approved annual leave and earned compensatory time up to a maximum of one (1) tour and who subsequently is off duty due to illness or off duty injury more than (6) days in the calendar year following his placement on the preferred overtime list, shall have deducted the number of days in excess of six (6) days from his accumulated unused vacation time which would otherwise be paid in a lump sum. Exceptions for serious ill-

ness can be made at the sole discretion of the Commissioner of Fire.

An employee may work overtime from the preferred overtime list during one calendar year only. Such employee may not work more than one (1) week of preferred overtime in any calendar month. During this calendar year only, the Commissioner of fire shall have the right to schedule the employee's approved annual leave and earned compensatory. Such employee will not be eligible to work overtime while on approved annual leave or earned compensatory in any subsequent calendar year.

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

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

In Article 7, add the following to the first paragraph:

"Effective September 15, 1986, employees represented by the Union shall receive a uniform allowance of Three Hundred and Eighty (\$380) Dollars per year, payable annually in two (2) equal payments of One Hundred and Ninety (\$190) Dollars on or before September 15 and May 15 respectively." and;

Add the following to paragraph three:

"All employees on the payroll as of June 1, 1985, shall receive an additional one time clothing allowance payment of Two Hundred (\$200) Dollars on or before June 30, 1985."

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

IN WITNESS WHEREOF, the parties hereto have set their hands this day of , 1985.

For The Union

For The City

LOUIS MONIN
President

RICHARD PLANAVSKY
Commissioner
Administration & Finance

SAMUEL F. IRACI, JR.,
Director, Labor Relations