

MEMORANDUM OF AGREEMENT

Arbitration No. A2012-131

Grievance No. 2012-05-09

NUB O.R.P.

This Memorandum of Agreement ("Agreement") is made and entered into this 17 day of ~~September~~ 2015 by and between the City of Buffalo ("City") and the Buffalo Professional Firefighters Association, Inc. Local 282 ("Local 282").

February

WITNESSETH

NUB O.R.P.

WHEREAS, Local 282 filed grievance number 2012-05-09 alleging that the City violated Articles XXVII and IX of the parties' collective bargaining agreement by failing to compute deductions from compensatory time correctly. This class action grievance alleged that members had had the incorrect amount of compensatory time deleted from their banks due to being off on sick leave;

WHEREAS, the City denies any violation as claimed by Local 282; and

WHEREAS, the parties desire to enter into an agreement resolving this grievance,

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is acknowledged by both parties, it is hereby agreed as follows:

- 1) The Union shall withdraw grievance 2012-05-09.
- 2) The City will continue to prorate the amount of compensatory time awarded to a member when the member is off duty sick or injured.
- 3) The City agrees that a member shall not have his or her compensatory time prorated if the member is off and uses only sick time, except for members hired before July 1, 1984.
- 4) If the employee uses sick time and has an IOD absence (even one day of IOD), the City shall be allowed to prorate the compensatory time as appropriate.

NUB O.R.P.

Dated: *February* ~~September~~ 17, 2014

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Garnell W. Whitfield, Jr.
Garnell W. Whitfield, Jr.
Commission of Fire, City of Buffalo

Daniel Cunningham
Daniel Cunningham
Vice-President, Local 282

Omar R. Price

Omar R. Price
Director of Employee Relations

MARTIN V. BARETT