

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF BUFFALO
AND
THE BUFFALO PROFESSIONAL FIREFIGHTERS ASSOCIATION,
LOCAL 282, IAFF, AFL-CIO

The City of Buffalo ("City" or "Employer") and the Buffalo Professional Firefighters Association, Inc., Local 282, IAFF, AFL-CIO ("Local 282" or "Union") hereby agree to the following terms for a successor Collective Bargaining Agreement:

1. The parties agree to a successor Collective Bargaining Agreement for the period of July 1, 2017 to June 30, 2025.
2. The term "effective upon ratification of this Agreement" shall mean effective at such time as this Agreement has been executed by the parties; ratified by the members of Local 282; reviewed and commented upon by the Buffalo Fiscal Stability Authority; and approved by the Buffalo Common Council.
3. Effective July 1, 2017, all salaries shall be increased by 0%. Effective July 1, 2018, all salaries shall be increased by 2%. Effective July 1, 2019, all salaries shall be increased by 4%. Effective July 1, 2020, all salaries shall be increased by 4%. Effective July 1, 2021, all salaries shall be increased by 4%. Effective July 1, 2022, all salaries shall be increased by 4%. Effective July 1, 2023, all salaries shall be increased by 3%. Effective July 1, 2024, all salaries shall be increased by 3%.
4. Effective upon ratification of this Agreement, the following salary steps from the 2013 Agreement shall be eliminated: "A," "5," "7," and "10." The new salary steps for Firefighters shall be as set forth and as numbered in the following chart. Firefighters hired on or after the date of ratification shall be placed in Step 1 and shall remain in Step 1 until second anniversary of their date of hire, whereupon they shall be placed in Step 2. Thereafter, upon each anniversary of their date of hire, all Firefighters shall be placed in the next higher Step until such time as they have reached Step 9, i.e., the highest Step. In addition, upon ratification of this agreement, Classes 09-01, and 10-01 shall be placed at Step 9. All subsequent step increases shall occur on the member's Buffalo Fire Department seniority date, except for Classes 11-01 and 12-01, which shall step up every July 1st, as per the 2013 Agreement, until they reach Step 9.

New Salary Steps for Firefighters:

	<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>	<u>7/1/23</u>	<u>7/1/24</u>
Step 1	\$38,500.00	\$39,270.00	\$40,840.80	\$42,474.43	\$44,173.41	\$45,940.35	\$47,318.55	\$48,738.11
Step 2	\$41,233.00	\$42,057.66	\$43,739.97	\$45,489.57	\$47,309.15	\$49,201.51	\$50,677.56	\$52,197.89
Step 3	\$43,946.00	\$44,824.92	\$46,617.92	\$48,482.63	\$50,421.94	\$52,438.82	\$54,011.98	\$55,632.34
Step 4	\$46,669.00	\$47,602.38	\$49,506.47	\$51,486.73	\$53,546.20	\$55,688.05	\$57,358.69	\$59,079.45
Step 5	\$49,392.00	\$50,379.84	\$52,395.03	\$54,490.83	\$56,670.47	\$58,937.29	\$60,705.41	\$62,526.57
Step 6	\$54,838.00	\$55,934.76	\$58,172.15	\$60,499.04	\$62,919.00	\$65,435.76	\$67,398.83	\$69,420.80
Step 7	\$60,284.00	\$61,489.68	\$63,949.27	\$66,507.24	\$69,167.53	\$71,934.23	\$74,092.26	\$76,315.02
Step 8	\$63,007.00	\$64,267.14	\$66,837.83	\$69,511.34	\$72,291.79	\$75,183.46	\$77,438.96	\$79,762.14
Step 9	\$68,461.00	\$69,830.22	\$72,623.43	\$75,528.37	\$78,549.50	\$81,691.48	\$84,142.23	\$86,666.49

Officer Pay Shall Increase as Follows:

	<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>	<u>7/1/23</u>	<u>7/1/24</u>
Lieutenant								
1	\$73,436.50	\$74,905.23	\$77,901.44	\$81,017.50	\$84,258.20	\$87,628.52	\$90,257.38	\$92,965.10
Lieutenant								
2	\$78,412.00	\$79,980.24	\$83,179.45	\$86,506.63	\$89,966.89	\$93,565.57	\$96,372.54	\$99,263.71
Captain								
	\$82,118.00	\$83,760.36	\$87,110.77	\$90,595.21	\$94,219.01	\$97,987.77	\$100,927.41	\$103,955.23
Battalion								
Chief	\$89,049.00	\$90,829.98	\$94,463.18	\$98,241.71	\$102,171.38	\$106,258.23	\$109,445.98	\$112,729.36
Division								
Chief	\$97,443.00	\$99,391.86	\$103,367.53	\$107,502.24	\$111,802.33	\$116,274.42	\$119,762.65	\$123,355.53

- Effective January 1, 2019, all line work shifts (i.e., those following the platoon schedule) shall be changed to twenty-four (24) hours, with the current four (4) platoons remaining intact. Accordingly, one (1) work tour shall now consist of working one (1) twenty-four (24) hour shift, followed by being off for one (1) twenty-four (24) hour shift, followed by working one (1) twenty-four (24) hour shift, followed by being off for five (5) twenty-four (24) hour shifts. Therefore, each tour shall still consist of forty-eight (48) hours of work. In addition, members shall be permitted to exchange an unlimited number of shifts (i.e., members shall be permitted unlimited "swapping"); see "Buffalo Fire Department Swapping Guidelines," attached as "Appendix A." Shift change shall be at 0800 hours. In no event shall members be permitted or required to work more than forty-eight (48) consecutive hours, and those members working forty-eight (48) consecutive hours shall be required to be off for at least twenty-four (24) hours, except in cases of emergency.

6. Effective upon ratification of this Agreement: Vacation Time must be taken in twenty-four (24) hour increments. During the Summer Vacation Schedule, Vacation time must be taken as an entire tour (i.e., forty-eight [48] consecutive work hours); during the rest of the year Vacation time may be taken in a single twenty-four (24) hour shift. Compensatory Leave Time ("C Time") must be taken in twenty-four (24) hour increments, is no longer required to be taken as an entire tour (i.e., forty-eight [48] consecutive work hours), and cannot be taken during Summer Vacation Schedule; Sick Time must be taken in twenty-four (24) hour increments; and Personal Leave Time ("PL Time") may be taken in either twenty-four (24) hour increments, fifteen (15) hour increments beginning at 1700 hours, or nine (9) hour increments beginning at 0800 hours. A member may take PL time in any of these agreed-upon allotted increments as long as they remain under the fifty-seven (57) hour threshold. A member shall be entitled to take Vacation Time provided the member has given prior notice to the member's Battalion Chief no later than the end of the member's prior tour. A member shall be entitled to take C Time or PL Time provided the member has given prior notice to the member's Battalion Chief no later than twenty-four (24) hours prior.

7. Effective upon ratification of this Agreement, the following change shall be made to Article IX of the existing Collective Bargaining Agreement: Section E is modified to read as follows: "All members shall accrue Sick Leave at eight (8) hours per month."

8. Effective upon ratification of this Agreement, the following shall replace Section 5 of the 2013 Collective Bargaining Agreement:

"5. The following shall be added to Article XXVI:

A. From the ending of the Summer Vacation Schedule through the beginning of the Summer Vacation Schedule of the following year, one (1) Fire Company, and no more than one (1), may be removed from service when there are five (5) or more employees out on Sick Leave (i.e., "off sick"), subject to the following conditions:

i. The Buffalo Fire Department minimum manpower for shift line company manpower (i.e., nineteen [19] Engines, nine [9] Ladders, and one [1] Rescue) is one hundred seventeen (117).

ii. In order for a company to be closed pursuant to this provision therefore, the shift manpower for line companies must be at minus four (-4), i.e., one hundred thirteen (113).

iii. From the ending of the Summer Vacation Schedule through the beginning of the Summer Vacation Schedule of the following year,

only an employee's Sick Leave absence or absences during the first single tour of a Sick Leave absence shall be counted toward the five (5) employees out on Sick Leave for the purposes of this provision, and a member's Sick Leave absences in consecutive subsequent tours shall not be counted towards the five (5) members out on Sick Leave (i.e., "off sick") required to trigger the Company removal from service.

- B. From the beginning of the Summer Vacation Schedule through the ending of the Summer Vacation Schedule, one (1) Fire Company, and no more than one (1), may be removed from service when there are five (5) or more employees out on Sick Leave, subject to the following conditions:
- i. The Buffalo Fire Department minimum manpower for the following shift positions: line company members (i.e., nineteen [19] Engines, nine [9] Ladders, and one [1] Rescue), the one Division Chief, the four (4) line Battalion Chiefs, the one (1) F-40, the one (1) F-20, and the three (3) members of the Service Station members, is one hundred twenty-seven (127).
 - ii. In order for a company to be closed pursuant to this provision therefore, the shift manpower for those positions must be at minus three (-3), i.e., one hundred twenty-four (124).
 - iii. From the beginning of the Summer Vacation Schedule through the ending of the Summer Vacation Schedule, a member's sick leave absence shall be counted towards the manpower calculation for every shift they are off sick, and shall count toward the five (5) employees out on Sick Leave for the purposes of this provision.
- C. The Commissioner shall provide the Union with a list of the five (5) employees who are out on Sick Leave leading to the removal of a Company from service at the beginning of any shift in which a Company is to be removed from service.
- D. This provision shall be suspended during the period of any Common Council approved temporary closing of one (1) or more Fire Companies by the City.
- E. This provision shall immediately expire upon the permanent closing of one (1) or more Fire Companies by the City.

F. A member with a pending IOD or in an IOD dispute who is out on Sick Leave shall not count towards closure of companies pursuant to this provision.”

9. Effective upon ratification of this Agreement, the policy of Home Confinement as it relates to members who call in sick shall be conducted pursuant to the established Fire Department Home Confinement Policy; see “Buffalo Fire Department Home Confinement Policy,” attached as “Appendix B.” The City may conduct Home Confinement checks only on the twelve (12) agreed-upon holidays or once a member is off sick for more than two (2) consecutive twenty-four (24) hour shifts. If a member is off sick for four (4) consecutive twenty-four (24) hour work shifts that member may be required to provide reasonable proof of illness to the Commissioner. If a member is off sick for more than eight (8) twenty-four (24) hour shifts within a calendar year, the Commissioner may direct that member to submit to an Independent Medical Examination to verify their off-duty illness or injury. To utilize Sick Leave, a member must call in sick to the Alarm Office of the Buffalo Fire Department and to the member’s fire station. If a member remains off sick, that member must call in sick again at the beginning of each subsequent tour. During business hours members may check back in telephonically, but must speak with a Buffalo Fire Department Headquarters staff member to ensure that a slip is filled out and that 14-day clock information is verified.
10. Effective upon ratification of this Agreement, members shall be permitted to take Sick Leave for care of family members covered under Article XI of the Collective Bargaining Agreement, including those family members added by paragraph 12, *below*.
11. Effective upon ratification of this agreement, Article XI, Section 11.1 of the existing Collective Bargaining Agreement shall be amended to read as follows: “Bereavement Leave shall be granted to any permanent employee who has suffered a death in their immediate family, and such Bereavement Leave shall begin on the day of such death. However, because of the firefighters’ work schedule (one [1] on, one [1] off, one [1] on, five [5] off), all members shall receive two (2) consecutive twenty-four (24) hour work shifts off when death occurs while on their scheduled days off. If death occurs while member is working, member shall receive the day of death and the following twenty-four (24) hour shift. Bereavement Leave shall be non-cumulative.”
12. Effective upon ratification of this Agreement, Article XI, Section 11.2 shall be amended to include Bereavement Leave for the death of step-relatives (e.g., step-parents, step-children, step-siblings, step-grandparents, step-grandchildren, etc.) and any relative of the member or member’s spouse residing in their household.
13. The existing Perfect Attendance Incentive shall continue as previously agreed between Local 282 and the City.

14. Effective January 1, 2019, members shall receive the generic equivalent of all newly prescribed medications.
- a. Any members choosing to receive a name-brand medication in lieu of that medication's generic equivalent shall be required to pay that name-brand medication's co-pay along with the difference in retail cost between that name-brand medication and its generic equivalent.
 - b. Generic maintenance medications shall be dispensed in ninety (90) day supplies through the mail rather than in-person. A maintenance medication is agreed to be a medication which is prescribed on a recurrent basis to treat a chronic condition. Those members currently receiving maintenance medications shall not be required to change medications when this section is implemented.
 - c. Any members prescribed name-brand or specialty medications for which there is no generic equivalent shall be entitled to receive those medications as prescribed, and shall pay only the indicated co-pays for said medications.
 - d. The prescription co-pay schedule shall be set at \$5 for generic medications, \$20 for name-brand medications, and \$35 for specialty medications. The co-pay for ninety (90) day maintenance medications shall be two-and-one-half (2½) times the scheduled co-pay for a thirty (30) day supply.
15. Effective upon ratification of this Agreement, there shall be one (1) biddable Captain position, and three (3) biddable Lieutenant positions at the Service Station. Overtime assignments at the Service Station shall not be limited to those members assigned to work at the Service Station.
16. Effective upon ratification of this Agreement, the Planning Office of the Buffalo Fire Department may be staffed with the following non-biddable positions: four (4) Firefighters, two (2) Lieutenants, and one (1) Captain. Any member who accepts assignment to the Planning Office shall forfeit their bid position immediately upon accepting said assignment. These positions in the Planning Office must be filled with members already holding these ranks and no temporary appointments may be utilized to fill them; i.e., there shall be no acting out of title. The members holding positions at the Planning Office shall be required to work either five (5) eight (8) hour shifts from Monday through Friday, 0800 hours until 1600 hours, or four (4) ten (10) hour shifts between Monday and Friday, 0700 hours until 1700 hours, at the discretion of the Commissioner. Those members holding positions at the Planning Office shall not be eligible to work overtime in line shifts, and any overtime they work shall count towards their overtime eligibility if they leave their position(s) at the Planning Office and return to working line shifts.

17. The positions of Special Operations Division Chief and Safety Battalion Chief shall remain biddable. The Battalion Chief of the Training Bureau shall remain non-biddable. There shall be a position of Captain of EMS, and it shall be non-biddable.
18. Effective upon ratification of this Agreement, the Training Bureau of the Buffalo Fire Department shall be staffed with the following biddable positions: two (2) Firefighters, four (4) Lieutenants, and one (1) Captain. At the discretion of the Commissioner there may also be additional positions at the Training Bureau, which may or may not be biddable. In addition, there may be one (1) additional, and non-biddable, Firefighter position at the Training Bureau to be filled by a member chosen by the Chief of the Training Bureau, and that position shall be designated the Chief of the Training Bureau's Assistant. Any member who accepts assignment as the Chief of the Training Bureau's Assistant shall forfeit their bid position immediately upon accepting said assignment. Those members holding positions at the Training Bureau shall be required to work either five (5) eight (8) hour shifts from Monday through Friday, 0800 hours until 1600 hours, or four (4) ten (10) hour shifts between Monday and Friday, 0700 hours until 1700 hours, at the discretion of the Commissioner. Those members holding positions at the Training Bureau shall not be eligible to work overtime in line shifts, and any overtime they work shall count towards their overtime eligibility if they leave their position(s) and return to working line shifts.
19. Effective upon ratification of this Agreement, the City and Local 282 agree that in the event that the Training Bureau commences with training of outside agencies and/or personnel, the parties shall meet to discuss the potential for the sharing of any profits generated by such training, except for recruit academies and first line officer training (i.e., "flip school").
20. Effective twenty-four (24) months from the ratification of this Agreement, any training beyond daily shift training shall only be conducted through the Buffalo Fire Department Training Bureau. Any EMS training must be conducted by the EMS Captain, F-20s, the Deputy Commissioner of EMS, or the Training Bureau. If there are no qualified instructors therein, trainings shall only be provided by qualified and certified instructors from outside of the Buffalo Fire Department. Any training offered to members shall first be offered to members assigned to the Training Bureau. No members shall be removed from their companies to perform training except for recruit academies or first line officer training (i.e., "flip school"). Members shall be utilized for training only within their own companies and only as an assistant to a Training Bureau member.
21. Effective upon ratification of this Agreement, when an officer position becomes vacant for any reason and results in the number of members holding that position falling below the agreed-upon minimum, the City shall promote from the then-existing promotional list, pursuant to Civil Service Law, within sixty (60) days of the position becoming vacant. If a member is not so promoted, on the sixty-first (61st) day after the position

became vacant the salary of the next member from the then-existing promotional list shall be increased to that of the rank to which the member was eligible to be promoted. A member so being paid the salary of a higher rank shall not serve in the capacity of that rank unless and until the member is actually promoted. The member shall be treated according to their lower rank and shall not be counted towards the agreed-upon minimum number of officers at that rank. However, the member so being paid may act according to the existing rules concerning acting time. If the then-existing promotional list expires, the member who was not promoted shall continue to receive such increased salary until the next promotional list is certified. In the case of multiple officer positions becoming vacant, the City shall promote members from the then-existing promotional list, pursuant to Civil Service Law, within sixty (60) days of the positions becoming vacant. If members are not so promoted, on the sixty-first (61st) day after the positions became vacant, the salaries of the next members from the then-existing promotional list shall be increased to that of the rank(s) to which those members were eligible to be promoted. Any members so being paid the salary of a higher rank shall not serve in the capacity of that rank unless and until they are actually promoted. The members shall be treated according to their lower ranks and shall not be counted towards the agreed-upon minimum number of officers at that rank. However, the members so being paid may act according to the existing rules concerning acting time. If the then-existing promotional list expires, those members who were not promoted shall continue to receive such increased salaries until the next promotional list is certified. The City agrees to staff the Buffalo Fire Department with at least the following officer positions: one hundred ten (110) Lieutenants; forty (40) Captains; nineteen (19) Battalion Chiefs; and five (5) Division Chiefs. These numbers shall be subject to modification in the event that the City of Buffalo either closes or opens a fire company in the future.

22. Effective upon ratification of this Agreement, the Buffalo Fire Department shall furnish officers and firefighters to provide emergency services (i.e., "Special Details") at public events expected or anticipated to last in excess of four (4) hours when the Commissioner or the Commissioner's designee determines that such events would require fire and/or Emergency Medical Services. All such Special Details shall be conducted with off-duty members on overtime and shall not include assignment of any on duty members. Members so detailed shall be properly equipped to cope with all anticipated contingencies. Any such event requiring services furnished by the Buffalo Fire Department shall require at least four (4) members to be called in on overtime. However, this paragraph shall not apply when the Buffalo Fire Department line companies are "overstaffed," which shall mean whenever minimum manning requirements (i.e., one hundred seventeen [117] members) for the line companies (i.e., the nineteen [19] Engine companies, nine [9] Truck companies, and one [1] Rescue company) are exceeded. In such case, if the Fire Department is overstaffed for a shift with a "Special Detail," those members who are assigned to overstaffed companies may be utilized for the Special Detail thereby reducing the number of call-ins accordingly. The call-ins for Special

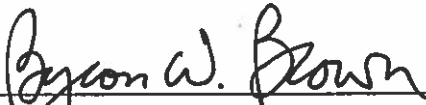
Details described in this paragraph shall be made pursuant to the Memorandum of Agreement dated September 3, 2014.

23. Effective upon ratification of this Agreement, the "IOD Policy," attached as "Appendix C," shall supersede and replace the Injured On Duty ("IOD") policy previously in existence.
24. The changes to the IOD Policy reflected in paragraph 23, *above*, shall only apply to members whose injuries have occurred on or after the date of ratification of this Agreement, and members already on IOD status as of the date of ratification of this Agreement who have not yet applied for a G.M.L. §207-a retirement shall be subject to Sections 7 and 8 of said IOD policy.
25. Effective upon ratification of this Agreement, the Union agrees to actively participate with the City's efforts to enter into agreements with those individual members presently receiving G.M.L. §207-a benefits and who are, or who shall become, eligible for retirement. In addition, the Union, in cooperation with the City, shall meet with those members receiving G.M.L. §207-a benefits who are identified by the City as potential candidates for such agreements, and shall encourage those members to enter into such agreements.
26. Effective upon ratification of this Agreement, Section 14(K)(1) of the 2002 Memorandum of Agreement shall be modified to read as follows: "It is agreed that light duty assignments for members that are disabled due to off-duty illness or injury shall be limited to work at the Service Station and Fire Prevention Bureau. Such light duty assignments shall be further limited to one (1) non-manpower light duty position on days (i.e., 0800 hours to 1600 hours) at the Service Station, four (4) non-manpower light duty positions on platoon schedule at the Service Station, eight (8) manpower light duty positions on platoon schedule at the Service Station, and two (2) modified duty positions at the Fire Prevention Bureau. The light duty positions at the Service Station and the modified duty positions at the Fire Prevention Bureau shall not exceed a period of twelve (12) months per person per occurrence of injury or illness. Members who are injured off-duty shall be assigned to the Service Station and/or the Fire Prevention Bureau even if the thirteen (13) available positions at the Service Station and the Fire Prevention Bureau are already filled with members who were IOD. In such event, those members injured off-duty shall replace the members IOD, and those members injured on-duty shall be permitted to remain off-duty." Section 14(K)(3) of the 2002 Memorandum of Agreement shall be amended to remove the clause "until member has exhausted all sick time," and Section 14(K)(6) of the 2002 Memorandum of Agreement shall be amended to remove the clause "This section shall not apply to disability due to pregnancy or maternity." Therefore, upon a pregnant member's request, that pregnant member shall be entitled to the same benefits as a member who has suffered an off-duty injury.


27. Effective upon ratification of this Agreement, the City shall increase the Automobile Allowance to \$22 per day.
28. Effective upon ratification of this Agreement, the City shall provide Local 282 with the bi-weekly payroll records of all members. These records shall be provided in order to allow Local 282 to account for all overtime worked by members. These records shall be used to place members in the overtime call-in system administered by Local 282.
29. Effective upon ratification of this Agreement, the maximum number of members assigned to line duty in the twenty-nine (29) fire companies (i.e., the nineteen [19] Engine companies, the nine [9] Ladder companies, and the one [1] Rescue company) who may be off on Vacation Time and C Time for any given shift shall be thirty-one (31). These numbers shall be subject to modification in the event that the City of Buffalo either closes or opens a fire company in the future.
30. Effective upon ratification of this Agreement, the parties agree to immediately commence with Labor-Management Committee Meetings which shall thereafter occur on at least a monthly basis. This Labor-Management Committee may address issues including, but not limited to changes in Departmental operations, member health care, job specifications, and safety.
31. Effective upon ratification of this Agreement, the parties shall immediately commence negotiations towards producing an updated Collective Bargaining Agreement which is intended to incorporate all previous contract settlement agreements, interest arbitration awards, memoranda of agreement, and grievance arbitration awards, including this Agreement.
32. All terms and conditions of employment, contract provisions, Interest Arbitration Decisions, and past practices currently in effect that are not specifically modified or replaced by provisions of this Agreement shall remain in full force and effect, unless mutually agreed to be modified by the parties, and shall be incorporated into the updated Collective Bargaining Agreement which is contemplated by paragraph 31, *above*.
33. This Agreement is subject to approval of the Buffalo Common Council and ratification by the membership of Local 282. It is understood that this Agreement shall be presented first to Local 282's membership for ratification, at which time Local 282's Negotiating Committee shall recommend the Agreement and utilize its best efforts to secure ratification. Following ratification by Local 282, this Agreement shall be presented to the Buffalo Fiscal Stability Authority for review and comment, and then shall be presented to the Buffalo Common Council for approval, at which time the City's Negotiating Committee will recommend the Agreement and utilize its best efforts to secure approval.

FOR THE CITY OF BUFFALO:


FOR THE CITY OF BUFFALO:



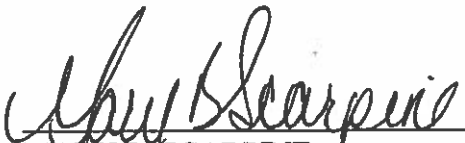
HON. BYRON W. BROWN,
MAYOR



WILLIAM RENALDO,
COMMISSIONER OF FIRE

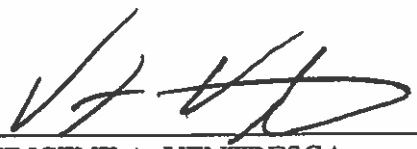


DONNA ESTRICH,
COMMISSIONER OF ADMINISTRATION,
FINANCE, POLICY & URBAN AFFAIRS




MARY B. SCARPINE,
DIRECTOR OF EMPLOYEE RELATIONS

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



VINCENT A. VENTRESCA,
PRESIDENT

APPROVED AS TO FORM ONLY:



TIMOTHY A. BALL,
CORPORATION COUNSEL



JOHN J. GILMOUR,
GILMOUR & KILLELEA, LLP

Appendix A

Buffalo Fire Department Swapping Guidelines

1. Members shall first attempt to swap within their own company, and then within their respective battalion, before seeking a city-wide swap.
2. Swaps shall be rank for rank.
3. All swaps must be completed within the budgetary year (i.e., July 1st to June 30th).
4. The member who is scheduled to work a shift shall be responsible for that shift. If no member reports for a swapped shift, the scheduled member shall be penalized with the forfeiture of time in the following order: Vacation time, then C time, then PL time, then Sick time. If that member has no accrued time available then that member will be considered AWOL, and appropriate disciplinary actions shall be taken.
5. All swap requests will be made at least a full twenty-four (24) hours in advance.
6. All swap requests shall be recorded in the Journal by the Company Officer.
7. Shift change shall be at 0800 hours. In no event shall members be permitted, or required, to work more than forty-eight (48) consecutive hours, and those members working forty-eight (48) hours shall be required to be off for at least twenty-four (24) hours, except in cases of emergency.
8. A member may not swap a shift that has already been swapped.
9. Approval for swapping shall begin at the Company Officer level, and must follow the Chain of Command, with the Division Chief being the final approving authority.

Appendix B

Buffalo Fire Department Home Confinement Policy

1. Local 282 shall be informed as to whom or which entity will be conducting home confinement checks.
2. The individual(s) conducting the home confinement checks shall follow the following parameters: upon arrival at the member's home address, the individual shall call the member's cell phone and
 - A. If phone contact is made:
 - i. The individual conducting the home confinement check shall approach the member's residence to verify that the member is home;
 - ii. The individual conducting the home confinement check shall show the member valid employer and personal identification;
 - iii. The individual conducting the home confinement check shall provide the member with written documentation of their home confinement check.
 - B. If phone contact is not made:
 - i. The individual conducting the home confinement check shall leave a voicemail message on the member's cell phone;
 - ii. The individual conducting the home confinement check shall take photographs of the member's home and driveway;
 - iii. The individual conducting the home confinement check shall then approach the member's home and ring the doorbell (if any) and knock on the door.
 - iv. Once ten (10) minutes have passed, the individual conducting the home confinement check shall leave written documentation of the home confinement check adhered to the door of the member's home.
 - v. When there has been no response from the member following this ten (10) minute period, there shall be a rebuttable presumption that the member has violated the Buffalo Fire Department's Home Confinement Policy.
3. A member may be subjected to a home confinement check up to two (2) times in a shift for which they are off sick.
4. Once a member is presumed to have violated the home confinement policy, such member shall not be subject to another home confinement policy in the same shift.

5. Once the Buffalo Fire Department has decided to initiate home confinement checks for members off sick, it shall either:
 - A. Check every member who is off sick for a given shift; or
 - B. Contact the President of Local 282 or the President's designee; and
 - i. Inform the President that random home confinement checks for those members off sick are to be initiated;
 - ii. Notify the President of the number of members off sick;
 - iii. Notify the President of the number of members who shall be subjected to a home confinement check; and
 - iv. Obtain from the President a random list of numbers which shall be utilized to select those members from the Commissioner's list of members off sick who shall be subjected to a home confinement check.

6. Once the Buffalo Fire Department has decided to initiate home confinement checks for members off IOD it shall either:
 - A. Check every member who is off IOD for a given shift; or
 - B. Contact the President of Local 282 or the President's designee; and
 - i. Inform the President that random home confinement checks for IOD are to be initiated;
 - ii. Notify the President of the number of members off IOD;
 - iii. Notify the President of the number of members who shall be subjected to a home confinement check; and
 - iv. Obtain from the President a random list of numbers which shall be utilized to select those members from the Commissioner's list of members off IOD who shall be subjected to a home confinement check.

Appendix C

IOD Policy

1. Section 1: Intent and Definitions

- a. This procedure is intended to implement the express language of §207-a of the New York State General Municipal Law and is not intended to reduce any benefits that firefighters are entitled to pursuant to G.M.L. §207-a, including any benefit, requirement, or limitation under statute or case law the effective date of which is subsequent to the enactment of this policy.
- b. The parties hereto specifically acknowledge that the purpose of this agreement is to enact procedural requirements for the provision of G.M.L. §207-a benefits in the Buffalo Fire Department. The enactment of this policy is in no way intended to alter the coverage available under G.M.L. §207-a for any particular type of injury/illness, nor does it supersede any applicable case law concerning when coverage applies or is available.
- c. For the purposes of this procedure, “business day” shall mean Monday through Friday excluding any holiday when City Hall is closed for regular business.
- d. For the purposes of this procedure, “member” shall mean any member of the Buffalo Fire Department who is covered under the provisions of G.M.L. §207-a.
- e. For the purposes of this procedure, “Commissioner” shall mean the Commissioner of Fire, or the Commissioner’s designee.
- f. “Physician” shall refer to a medical doctor, physician’s assistant, chiropractor, nurse practitioner, doctor of osteopathy, medical specialist, or other similarly qualified medical professional.

2. Section 2: Notice of Disability or Need for Medical or Hospital Treatment

- a. A member, or anyone acting on a member’s behalf, who claims a right to benefits under G.M.L. §207-a either because of a new illness or injury or the recurrence of a prior illness or injury that was approved for IOD status, shall make written application for those benefits within ten (10) business days of when the member reasonably should have known that the illness or injury would give rise to the

claim of entitlement to G.M.L. §207-a benefits. The member shall have the continuing right to supplement or amend their application with any information obtained subsequent to the filing of such application, which shall re-start the application process. Any dispute arising over an alleged failure of the member to file application within the time limits set forth herein shall be subject to the dispute resolution procedure provided for in Section 6, below. The application to be filed shall include:

- i. Form F-51 (Buffalo Fire Department Injury Report);
 - ii. New York State Fire Service Casualty Report;
 - iii. Member's and witness(es)' statements, which are to be provided on separate Form-8s;
 - iv. HIPPA Release forms (i.e., those agreed to by the City and Local 282) relating to treatment for claimed illness/injury from any and all providers;
 - v. Form F-51-1, if applicable (Buffalo Fire Department Infectious Exposure Form);
 - vi. Members shall provide the discharge paperwork from the emergency facility at which they were treated for their initial injury visit; and
 - vii. Members are also encouraged to submit any additional medical documentation available to them at the time of their application concerning their claimed illness/injury.
- b. The failure to satisfy any time limits specified in Section 2(a), above, shall render a notice of filing untimely and shall preclude an award of any benefits pursuant to G.M.L. §207-a; provided, however, that the Commissioner shall have the discretionary authority to excuse a failure to provide notice or file a report upon good cause shown. Any alleged failure to satisfy the time limits under this section shall be subject to the dispute resolution procedure set forth in Section 6, below.
- c. Upon submission of the member's application for G.M.L. §207-a benefits, the Commissioner shall have five (5) business days (exclusive of the date of filing) to object to the form and completeness of the application.
- d. If the Commissioner declares that the application is improper in form or is incomplete, the member shall receive an email and a telephonic notification, with an email and telephonic notification to Local 282, which email shall include the

basis for the declaration that the member's application is improper in form or is incomplete. This declaration shall serve to toll the Commissioner's five (5) business day deadline.

- e. When the member has been so notified by the Commissioner, the member shall have the right to supplement and/or amend their application with any forms or information necessary to make said application complete and proper. Such supplement and/or amendment shall be made within five (5) business days of the Commissioner's notification to the member.
- f. The Commissioner shall then notify the member by email and telephonically with an email to Local 282 whether the member's submission of additional materials has completed the member's application, or whether any additional materials or information are still necessary to complete said application.
- g. In such case, the member shall have the right to supplement and/or amend their application with any additional forms or information necessary to make said application complete and proper. Upon the member's submission of such additional forms or information, the Commissioner's five (5) business day deadline shall no longer be tolled.
- h. If no such email and telephonic notice is received by Local 282 and the member within the Commissioner's five (5) business day deadline (exclusive of the date of filing), the member's application shall be deemed to have been properly made. In the case of an application deemed to have been properly made, that application shall not then be denied based upon the incompleteness or improper form of said application.

3. Section 3: Status Pending Determination of Eligibility for Benefits

- a. The member shall be placed on Sick Leave pending determination of the member's eligibility for G.M.L. §207-a benefits.
- b. If the member's G.M.L. §207-a application is approved by the Commissioner, the City shall reimburse the member for all Sick Leave expended during the determination period within thirty (30) business days of the date of approval of said application (exclusive of the date of the approval).

4. Section 4: Benefit Determinations

- a. Once the member's application for G.M.L. §207-a benefits has been deemed to have been properly made, the Commissioner shall promptly review that application and either approve or deny it within ten (10) business days (exclusive of the date the application is accepted).
- b. To facilitate the Commissioner's determination of the member's application, the Commissioner may send the member to a physician(s) of the Commissioner's choosing for a medical examination at the City's expense. Whenever a member is sent for a medical examination the member shall be paid a minimum of two (2) hours of overtime at the member's then-current salary unless the examination is scheduled during the member's regularly-scheduled work shift.
- c. The Commissioner shall have the right to obtain any and all medical records pursuant to the authorizations in the member's application for G.M.L. §207-a benefits. The Commissioner shall then provide the member, without cost to the member, a copy of those records and reports provided to the City pursuant to said authorizations. The medical authorizations shall be specifically limited to the illness or injury for which benefits are claimed pursuant to Section 2(a), above.
- d. The Commissioner's determination shall be made in writing to the member by email, with a copy to Local 282 by email, setting forth in detail any and all reasons for said determination.
- e. In the event that the application is denied, the written denial shall include, without cost to the member, a copy of all medical or other information produced or acquired by the Commissioner in connection with the member's application for G.M.L. §207-a benefits. The Commissioner shall continue to provide the member with additional medical information subsequently produced or acquired.
- f. Denial of G.M.L. §207-a benefits is appealable, at the member's option, pursuant to the terms of Section 6, *below*. The Commissioner's determination shall include notice and instructions to the member regarding how to initiate the appeal process.
- g. If the Commissioner fails to make a determination on the member's application for G.M.L. §207-a benefits within ten (10) business days (exclusive of the date the application is accepted) the member's application shall be deemed to have been approved in all respects on the next (i.e., eleventh) business day.

- h. The Commissioner shall also notify the appropriate Retirement System and Comptroller in writing of the member's approved application for G.M.L. §207-a benefits upon the Commissioner's approval of the member's application.

5. Section 5: Assignment from IOD to Full Duty/Manpower Light Duty/Non-Manpower Light Duty

- a. The Commissioner may review the medical status of any member receiving benefits under G.M.L. §207-a to make a determination as to that member's fitness to return to full duty.
 - i. To facilitate the Commissioner's determination of the member's fitness for duty, the Commissioner may send the member to a physician(s) of the Commissioner's choice for a medical examination at the City's expense. Whenever a member is sent for a medical examination the member shall be paid a minimum of two (2) hours of overtime at the member's then-current salary unless the examination is scheduled during the member's regularly-scheduled work shift.
 - ii. If the physician chosen by the Commissioner determines that the member is fit for full duty, the member shall have ten (10) business days from the date the member receives notification of that determination, which shall be made in writing by email and telephonically to the member with a written copy emailed to Local 282, to submit conflicting medical information indicating that the member is not fit to return to full duty. If no conflicting medical information is presented by the member or anyone acting on the member's behalf, the member may be removed from IOD status on the eleventh (11th) business day.
 - iii. If there is a disagreement between the physician chosen by the Commissioner and the member's physician as to the member's fitness to return to full duty, the Commissioner may opt to send the member to an agreed-upon Independent Medical Examiner (IME) for evaluation at the City's expense; any and all IMEs shall be selected as provided for in paragraph 5e, *below*. If the IME is in agreement that the member may return to full duty, then the Commissioner may direct the member to return to full duty. It is understood that a member shall not be returned to full duty until after the IME has made its determination of the member's fitness. If the IME is in agreement that the member is not fit to return to full duty, then the member continues to receive G.M.L. §207-a benefits.

- b. As authorized by the provisions of G.M.L. §207-a(3), the Commissioner may assign a disabled member specified light duties, consistent with the member's status as a firefighter. There shall be two (2) types of specified light duties: manpower light duty, and non-manpower light duty.
- i. Members who are assigned to manpower light duty shall be those deemed fit to perform those duties agreed-upon by and between the Commissioner and Local 282, at the Buffalo Fire Department Service Station. There shall be twelve (12) positions for manpower light duty at the Service Station, three (3) per platoon, and four (4) of which may be filled with non-manpower light duty members, one (1) per platoon.
 - ii. Members who are assigned to non-manpower light duty shall be those deemed fit to perform those limited duties agreed-upon by and between the Commissioner and Local 282, at the Buffalo Fire Department Service Station. There shall be (4) positions for non-manpower light duty at the Service Station on the platoon schedule, one (1) per platoon.
 - iii. If the positions referenced in Section 5(b)(i) and 5(b)(ii) are already filled, whether by members injured on-duty or off-duty, the member shall continue to receive G.M.L. §207-a benefits and remain off-duty.
- c. After a period of seventy (70) calendar days (exclusive of the date the application is approved) the Commissioner may advise the member receiving benefits under G.M.L. §207-a that the member may be evaluated to determine whether the member can perform manpower light duty.
- i. To facilitate the Commissioner's determination of the member's fitness to perform manpower light duty, the Commissioner may send the member to a physician(s) of the Commissioner's choosing for a medical examination at the City's expense. Whenever a member is sent for a medical examination the member shall be paid a minimum of two (2) hours of overtime at the member's then-current salary unless the examination is scheduled during the member's regularly-scheduled work shift.
 - ii. If the physician chosen by the Commissioner determines that the member is fit for manpower light duty, the member shall have ten (10) business days from the date the member receives written notification of that determination to submit conflicting medical information indicating that the member is not fit to perform manpower light duty. If no conflicting medical information is presented by the member or anyone acting on the member's behalf, the member may be placed on light duty on the eleventh (11th) day.

- iii. If there is a disagreement between the physician chosen by the Commissioner and the physician of the member's choosing as to the member's fitness to perform manpower light duty, then the Commissioner may opt to send the member to an agreed-upon Independent Medical Examiner (IME) for evaluation at the City's expense; any and all IMEs shall be selected as provided for in paragraph 5e, *below*. If the IME is in agreement that the member is fit to perform manpower light duty, then the Commissioner may assign the member to manpower light duty. It is understood that a member shall not be assigned to manpower light duty until after the IME has made its determination of the member's fitness. If the IME is in agreement that the member is not fit to perform manpower light duty, then the member continues to receive G.M.L. §207-a benefits.

- d. After a period of one-hundred ten (110) calendar days (exclusive of the date the application is approved) the Commissioner may advise the member receiving benefits under G.M.L. §207-a that the member may be evaluated to determine whether the member can perform non-manpower light duty.
 - i. To facilitate the Commissioner's determination of the member's fitness to perform non-manpower light duty, the Commissioner may send the member to a physician(s) of the Commissioner's choice for a medical examination at the City's expense. Whenever a member is sent for a medical examination the member shall be paid a minimum of two (2) hours of overtime at the member's then-current salary unless the examination is scheduled during the member's regularly-scheduled work shift.

 - ii. If the physician chosen by the Commissioner determines that the member is fit for non-manpower light duty, the member shall have ten (10) business days from the date the member receives written notification of that determination to submit conflicting medical information indicating that the member is not fit to perform non-manpower light duty. If no conflicting medical information is presented by the member or anyone acting on the member's behalf, the member may be placed on non-manpower light duty.

 - iii. If there is a disagreement between the physician chosen by the Commissioner and the member's physician as to the member's fitness to perform non-manpower light duty, then the Commissioner may opt to send the member to an agreed-upon Independent Medical Examiner (IME) for evaluation at the City's expense; any and all IMEs shall be selected as provided for in paragraph 5e, *below*. If the IME is in agreement that the member is fit to perform non-manpower light duty, then the Commissioner may assign the member to non-manpower light duty. It is understood that a member shall not be assigned to non-manpower light duty until after the

IME has made its determination of the member's fitness. If the IME is in agreement that the member is not fit to perform non-manpower light duty, then the member continues to receive G.M.L. §207-a benefits.

- e. The IME shall be chosen by a joint Labor-Management Committee consisting of two (2) Local 282 members to be chosen by the President of Local 282, and two (2) individuals who are employed by the City of Buffalo but are not members of Local 282, to be chosen by the Commissioner. Once chosen, the IME shall be required to tour the Service Station and become fully familiar with the physical requirements of all light duty assignments. If the joint Labor-Management Committee is unable to agree upon an IME, then the matter shall be submitted to arbitration pursuant to the terms of Section 6, *below*. Pending the resolution of said arbitration, the member shall continue to receive all G.M.L. §207-a benefits to which the member is entitled.
- f. Members who had been receiving G.M.L. §207-a benefits and who are working at the Service Station in manpower light duty positions may accept overtime at the Service Station if contacted for such overtime; however, those members shall not exclusively be selected for those overtime assignments. In addition, those members in manpower light duty positions who are eligible may act in officer positions as per the existing policy.
- g. Members who had been receiving G.M.L. §207-a benefits and who are working at the Service Station in non-manpower light duty positions shall not be entitled to overtime opportunities, and shall not be eligible to act in officer positions.
- h. It is understood that assignment to manpower light duty and non-manpower light duty for members who had been receiving G.M.L. §207-a benefits is temporary, and in no event shall a member who had been receiving G.M.L. §207-a benefits be held in any type of manpower light duty and non-manpower light duty position(s) for more than one (1) year, six (6) months, except as noted in Section 8, *below*.

6. Section 6: Dispute Resolution Procedure

- a. In the event that the Commissioner initially denies a member's application for G.M.L. §207-a benefits; seeks to discontinue G.M.L. §207-a benefits; there is an issue with respect to outside employment; there is an issue regarding whether a member has waived the member's benefits; the parties are unable to agree upon an IME pursuant to Section 5e, *above*; or any other dispute concerning continued entitlement to G.M.L. §207-a benefits, the matter shall be submitted to an

impartial arbitrator for determination pursuant to the procedure outlined in this section, *below*.

- b. An arbitrator shall be appointed from a panel agreed to by the parties, based upon a rotating schedule of availability. Said panel shall be subject to annual review and each party may strike an arbitrator from the panel on an annual basis with written notice to the other party by December 1st of each year. The parties shall then mutually select a replacement for each stricken arbitrator. A hearing shall be held within thirty (30) calendar days of appointment except that the deadline may be extended upon mutual consent in writing. The arbitrator shall render a decision within thirty (30) calendar days of the hearing date. The arbitrator's determination shall be based upon the submissions made at the hearing, and the parties shall not be permitted to submit post-hearing briefs or arguments, unless mutually agreed to.
- c. The parties shall have the option, upon mutual consent and whenever practicable, to submit their respective evidence and positions to the arbitrator upon a stipulated record and written arguments, without necessity of a hearing. In this case, such submission shall be made to the arbitrator on or before day thirty (30), measured from the date of the Commissioner's contested determination.
- d. Should the arbitration process extend beyond ninety (90) calendar days measured from the date of the Commissioner's contested determination, the member shall be placed on interim G.M.L. §207-a leave until such time as the arbitrator makes a final determination. Any leave time advanced pursuant to this paragraph shall be recouped by the City, in the event that the arbitrator finds that the member's application for benefits should be denied.
- e. Should the arbitrator's decision award the member G.M.L. §207-a benefits, the member shall have restored to the member any accruals expended during the hearing process within thirty (30) calendar days of the date of said decision.
- f. The determination of the arbitrator shall be final and binding upon the City and the member, but shall not preclude further review at a subsequent date based upon new or supplemental medical or other information. The cost of the arbitration shall be borne equally by the City and Local 282. The costs of any transcript, or medical testimony, shall be borne by the person/party requesting the same.

7. Section 7: Disability Retirement

- a. Consistent with G.M.L. §207-a, the City may file an application on the member's behalf for retirement under Sections 363 or 363-c of the New York State Retirement and Social Security Law. Any injured or sick member who is receiving G.M.L. §207-a benefits shall permit reasonable medical inspections in connection with such an application for accidental disability retirement or performance of duty disability retirement. Whenever a member is sent for a medical examination the member shall be paid two (2) hours of overtime at the member's then-current salary unless the examination is scheduled during the member's regularly-scheduled work shift.
- b. Salary payments provided by G.M.L. §207-a shall terminate upon the member being retired pursuant to an accidental disability retirement or a performance of duty disability retirement as set forth in the Retirement and Social Security Law. Upon such retirement, the member may also be entitled to those benefits provided for under G.M.L. §207-a. The City reserves the right to make a determination independent of the findings of the New York State Comptroller as to whether the member is entitled to G.M.L. §207-a benefits, including those benefits available under G.M.L. §207-a(2). Notwithstanding the member's retirement status, the member shall be entitled to appeal any denial of, or failure to process, a request for G.M.L. §207-a benefits to binding arbitration pursuant to Article XXIII of the Collective Bargaining Agreement.

8. Section 8: Assignment to Modified Duty

- a. Modified Duty shall consist of positions created at the Fire Prevention Bureau and at the Service Station to be filled by those members who have been denied both an accidental disability retirement two (2) times, as well as a performance of duty disability retirement two (2) times. Modified duty is understood to be the equivalent of what is commonly referred to as "desk duty." These newly-created positions are in addition to any other agreed-upon positions.
- b. A member who has been denied an accidental disability retirement two (2) times as well as a performance of duty disability retirement two (2) times may then be evaluated to determine the member's fitness to perform Modified Duty.
- c. The Commissioner may notify the member who has been denied an accidental disability retirement two (2) times as well as a performance of duty disability retirement two (2) times that the member's fitness to perform Modified Duty is being reviewed. The Commissioner may then send the member to the physician(s) of the Commissioner's choosing for a medical examination at the City's expense.

- d. If the physician chosen by the Commissioner determines that the member is fit to perform Modified Duty, the member shall have ten (10) business days from the date of the Commissioner's determination to submit conflicting medical evidence. If no conflicting medical information is presented by the member or anyone acting on the member's behalf, the member may be placed on modified duty on the eleventh (11th) business day.
- e. If there is a disagreement between the physician chosen by the Commissioner and the member's physician as to the member's fitness to perform Modified Duty, the Commissioner may opt to send the member to an agreed-upon Independent Medical Examiner (IME) for evaluation at the City's expense; any and all IMEs shall be selected as provided for in paragraph 5e, *above*. If the IME is in agreement that the member is fit to perform Modified Duty, then the Commissioner may assign the member to Modified Duty. It is understood that a member shall not be assigned to Modified Duty until after the IME has made its determination of the member's fitness. If the IME is in agreement that the member is not fit to perform Modified Duty, then the member continues to receive G.M.L. §207-a benefits.
- f. In the case of a member assigned to Modified Duty, the member's Modified Duty assignment shall become the member's permanent assignment in the Buffalo Fire Department. That member shall then be trained to fulfill all of the duties and responsibilities of that Modified Duty position and will become eligible to work overtime in that position.

9. Section 9: Continuation of Contract Benefits

- a. For the first one-hundred eighty (180) days of leave pursuant to G.M.L. §207-a, a member shall continue to accrue all contract benefits. After one-hundred eighty (180) days from the date of the member's injury, the member shall not accrue any contract benefits except for wages, applicable longevity, health and dental insurance; however, nothing contained herein shall operate to restrict any benefit available under G.M.L. §207-a.

10. Section 10: Outside Employment

- a. If, as a result of an investigation, the Commissioner determines that a member has engaged in paid outside employment while simultaneously receiving salary pursuant to G.M.L. §207-a, the Commissioner shall provide written notice of such determination to the member with a copy to Local 282. The notice shall specify in detail any and all reasons and the factual basis for those reasons for the determination. The member may appeal the determination pursuant to Section 6,

above. The arbitrator shall have the authority to determine the amount of benefit to be reimbursed, if any, and direct the manner in which such reimbursement shall be made. The member must provide the City, upon request, with a W-2 form or tax returns or other proof other than sworn statements. The member may redact irrelevant information from the income tax information requested by the City, e.g., spousal income. Additionally, the Commissioner shall have the right to discipline the member pursuant to Article XXIV of the Agreement.

Attachment 1 to IOD Policy

Manpower Light Duty

DISTINGUISHING FEATURES OF THE CLASS

An incumbent to a position in this class drives or rides while responding to an alarm of fire and other emergency calls on F9 or other Service Station apparatus. Duties include working a 24-hour shift, manual repetitive work, hooking up and unhooking air bottles from air-packs, delivering of supplies, daily house work, applicable training.

TYPICAL WORK ACTIVITIES

Work a 24-hour shift.

Drive or Ride apparatus specific to the service station (excluding Fire Engines/Trucks) sometimes in emergency conditions (Lights and Sirens) to all levels of critical incidents; Entering Service Station vehicle (F9, subject to change) 18.5 inches from ground to first step, 15 inches first step to second step, 15 inches second step into vehicle, all steps are straight up leading to cab;

Deliver Supplies, loading and unloading: Full ½ hour bottles- 11 lbs, Full 1 hour bottles- 18 lbs., Air-pack, only- 17.1 lbs., Full large O2 bottle- 18 lbs., Full small O2 bottle- 8 lbs;

Loading and unloading of Monthly Supplies with assistance: Boxes of supplies up to 50 lbs., Oil Absorbent- 50 lbs., Fire Ade 2000- 40 lbs., Extinguishers weighing up to 40 lbs., Tools weighing up to 50 lbs., Turnout Gear weighing up to 30 lbs., Case of bottled water- 30 lbs;

Fill Air Bottles: Pushing while twisting to turn off bottles, unscrewing bottle connection, removing bottles from air-packs, hook empty bottles up to filling station, removing bottles from chest to knee height, replacing bottles on air-packs, lifting empty and full Hour and half hour bottles, load and unload water cooler, full of ice and water, repetitive bending, twisting and lifting of bottles;

Duties at Service Station: Load and unload bottles from apparatus, load and unload bottles from cart, wheel bottles to filling station, load bottles into filling station, connecting bottles to filling station;

Housework: Sweeping, mopping, moving chairs, washing dishes, washing BFD apparatus;

Watch duties: Responsible for monitoring and recording, flow of personnel and equipment, incoming alarms, notifying appropriate personnel for response, recording supply orders, deliver correspondences locally;

Attend or perform necessary and applicable training.

Attachment 2 to IOD Policy

Assignment for Manpower Light Duty Members

A member MUST be able to perform ALL of the following duties in order to be recommended for Manpower Light Duty assignment.

Drive apparatus specific to Service Station (excluding Fire Engines/Trucks), in some cases while responding to critical incidents under full emergency conditions (lights and sirens).

Ride apparatus specific to Service Station (excluding Fire Engines/Trucks), in some cases while responding to critical incidents under full emergency conditions (lights and sirens).

Do the repetitive work of Filling Air Bottles, in some cases at emergency scenes.

Deliver Supplies

Housework

Stand Watch

Work a 24-hour shift

Attachment 3 to IOD Policy

Non-Manpower Light Duty

DISTINGUISHING FEATURES OF THE CLASS

An incumbent to a position in this class responds as a passenger to an alarm of fire and other emergency calls on F9 or other Service Station apparatus. Duties include working a 24-hour shift, assisting other Service Station Personal at quarters and emergency scenes, assist with deliveries, daily housework, applicable training.

TYPICAL WORK ACTIVITIES

Work a 24-hour shift.

Ride apparatus specific to the Service Station (not Fire Engine/Truck), including under full emergency conditions (lights and sirens) to all levels of critical incidents;

Entering Service Station vehicle (F9, subject to change) 18.5 inches from ground to first step, 15 inches first step to second step, 15 inches second step into vehicle, all steps are straight up leading to cab;

Deliver Supplies: Assisting Manpower members to the level that they are medically capable;

Fill Air Bottle: Assisting Manpower members to the level that they are medically capable;

Housework: Sweeping, mopping, moving chairs, washing dishes, washing BFD apparatus.

Watch duties: Responsible for monitoring and recording, flow of personnel and equipment, incoming alarms, notifying appropriate personnel for response, recording supply orders, deliver correspondences locally.

Attend or perform necessary and applicable training.

Attachment 4 to IOD Policy

Assignment for Non-Manpower Light Duty Members

A member MUST be able to perform ALL of the following duties in order to be recommended for Non-Manpower Light Duty assignment.

Ride Service Station apparatus (not Fire Engine/Truck), in some cases while responding to critical incidents under full emergency conditions (lights and sirens).

Assist with Delivering Supplies

Housework

Stand Watch

Work a 24-hour shift