



CITY OF BUFFALO

BYRON W. BROWN
MAYOR

December 28, 2023

Dr. Jeanette Jurasek
Interim Vice Chair
Buffalo Fiscal Stability Authority
617 Main Street-Suite 200
Buffalo, New York 14203

Dear Dr. Jurasek,

Enclosed for board review is a Tentative Agreement between the City of Buffalo and the Buffalo Police Benevolent Association ("PBA").

This Tentative Agreement covers the fiscal years from July 1, 2021 through June 30, 2025, and covers approximately 812 budgeted positions. The agreement provides for a 3% retroactive annual increase in salaries from July 1, 2021 through June 30, 2022. It also calls for a retroactive annual increase of 4% in salaries for July 1, 2022 through June 30, 2023; a retroactive annual increase of 4% from July 1, 2023 through June 30, 2024; and finally provides for an annual increase in salaries of 4% from July 1, 2024 through June 30, 2025. The agreement further increases longevity payments by \$20 per year of the Agreement, retroactive to the first year of the term. The Agreement also includes changes in management rights regarding evaluations and training. Bargaining unit members are now permitted to be evaluated up to four times per year by their direct supervisors and can be required to attend additional training. In addition, there is a residency requirement of seven (7) years that will be in effect until June 30, 2025, upon ratification of this Agreement.

Included in the contract is the requirement that all members hired after the ratification shall contribute to health insurance for a period of ten (10) years, up two and a half times the current 4-year contribution period. This provides additional savings within our healthcare lines.

Retroactive payments have been booked on an annual basis at year end and will cover the prior years. Buffalo's current year budget includes funding for contract settlements and the current year payment will be transferred from the Salary Adjustment account.

Thank you for your input on this important contract.

Sincerely,

A handwritten signature in blue ink that reads "Byron W. Brown".

Byron W. Brown

Tentative Agreement
Between
City of Buffalo & City of Buffalo PBA

TERM

Amend the Preamble & Article I so that the term of the Agreement shall be effective July 1, 2021, through June 30, 2025, (4 year term).

HEALTH INSURANCE

Amend Article XXI so that unit employees hired after the date of ratification and approval of this agreement will contribute the contractual premium contribution for new hires for a period of ten years. This changes the current 4 year contribution period to 10 years. All current health insurance benefits and other provisions of Article XXI remain unchanged and in full force and effect for all unit employees hired prior to ratification and approval of this tentative agreement.

WAGES

Amend Article II so that all unit employees' wages are adjusted as follows:

Effective July 1, 2021 - a retroactive increase to base wage of 3%.

Effective July 1, 2022 - a retroactive increase to base wage of 4%.

Effective July 1, 2023 - a retroactive increase to base wage of 4%.

Effective July 1, 2024 - increase to base wage of 4%.

RESIDENCY

Effective upon ratification of this agreement, all members hired after ratification of this agreement shall be domiciled residents of the City of Buffalo at the time of hire and shall remain so domiciled for seven (7) years. This provision shall remain in effect until June 30, 2025.

LONGEVITY

Amend Article XXIII so that: effective July 1, 2021, all Longevity rates are retroactively increased by \$20.00; effective July 1, 2022, all Longevity rates are retroactively increased by \$20.00; effective July 1, 2023, all Longevity rates are retroactively increased by \$20.00; effective July 1, 2024, increase all Longevity rates by \$20.00. The Parties understand that longevity payments are received by unit employees on their "anniversary" hire date.

ROUTINE EVALUATIONS

Amend Article XXVIII so that unit employee routine evaluations may be conducted by a unit employees' direct supervisor (i.e. Lieutenant, Captain, Inspector, Chief, Deputy Commissioner, or Commissioner), at a maximum of 4 times per year, not to exceed 1 evaluation every 3 months (i.e. quarterly). As a result of a routine evaluation, the evaluating supervisor(s) may require the unit employee to attend a (1) training session conducted by a City of Buffalo Training Academy trainer, not to exceed 4 routine training sessions per year. If training is scheduled outside unit employee's regularly scheduled shift, it is understood that contractual overtime rates will apply. If scheduled during a unit employee's regularly scheduled shift, contractual overtime rates will not apply. When the unit employee completes the required routine training session, the evaluating supervisor shall record the evaluation as concluded.

MISCELLANEOUS

All terms and conditions of the expired CBA and interest arbitration award not changed, modified, or superseded hereby remain in full force and effect and are included herein by reference.

All other proposals are deemed withdrawn by both parties.

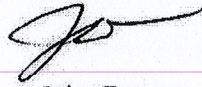
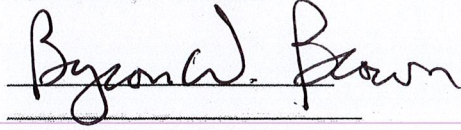
This Agreement shall be fully ratified once it has been executed by the parties; ratified by the union members; reviewed by the Buffalo Fiscal Stability Authority;

and approved by the City's Common Council. The Union's Negotiating Committee will use its best efforts to secure ratification of this Agreement by the members of the bargaining unit. Following ratification by the bargaining unit, the City's Negotiating Committee will use its best efforts to secure approval of this Agreement by the Common Council.

Dated 12/20/23 Buffalo, New York

For the City of Buffalo

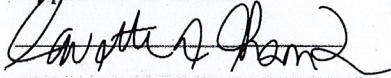
For the PBA



Hon. Byron W. Brown
Mayor of the City of Buffalo

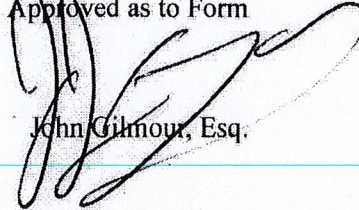
John Evans
President, Buffalo PBA

Approved as to Form



Cavette Chambers, Esq
Corporation Counsel

Approved as to Form



John Gilmour, Esq.



BYRON W. BROWN
Mayor of Buffalo

DELANO D. DOWELL, SR.
Commissioner

DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS

To: Buffalo Fiscal Stability Authority
From: Delano Dowell, Sr. Commissioner of Administration and Finance
Date: December 28, 2023
Re: CBA Between the City and Buffalo PBA

The City of Buffalo and Buffalo Police Benevolent Association have reached an agreement covering fiscal years 2022 to 2025. Below is a summary of the key terms of the tentative Agreement:

- Salary Adjustment
 - FY 21-22 3%
 - FY 22-23 4%
 - FY 23-24 4%
 - FY 24-25 4%

- Increase longevity rates by \$20 for each year of the contract. Retroactively effective July 1, 2021.
- City residency provision of 7 years for members hired after ratification.
- Ten (10) year health insurance contributions for all members hired after ratification.
- New language for routine evaluations that specifies who may conduct them, how often, and exclusions.

**CITY OF BUFFALO POLICE BENEVOLENT ASSOCIATION v. PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 282, IAFF, AFL-CIO
COMPARISON OF KEY CONTRACT PROVISIONS**

CBA Clause	PBA Previous CBA Expired June 30, 2019	PBA Proposed CBA Proposed January 2024	Firefighters Local 282 Existing - Expires June 30, 2025
Employees Covered	PBA members—including patrol officers, detectives, and command officers.	PBA members—including patrol officers, detectives, and command officers.	Local 282 members—firefighters and command officers
Period Covered	July 1, 2009 - June 30, 2019	CBA: July 1, 2021 - June 30, 2025 Arbitration award addressed fiscal years 2019-20 and 2021-21 (7/1/19 - 6/30/21)	July 1, 2017 - June 30, 2025
Salary Increases and Steps	CBA: 7/1/09 – 7/1/11 – 0% annually 7/1/12 – 1% 7/1/13 – 1.5% 7/1/14 – 2% 7/1/15 – 3% 7/1/16 – 3% 7/1/17 – 3% 7/1/18 – 3% 7 step schedule for new hires as of August 6, 2015.	Arbitration Award: 7/1/19 – 3% 7/1/20 – 3.5% CBA: 7/1/21 – 3% 7/1/22 – 4% 7/1/23 – 4% 7/1/24 – 4%	July 1, 2017 – 0% July 1, 2018 – 2% July 1, 2019 – 4% July 1, 2020 – 4% July 1, 2021 – 4% July 1, 2022 – 4% July 1, 2023 – 3% July 1, 2024 – 3% 5 titles with firefighters on a 9-step salary schedule (elimination of 4-steps) Lieutenants are on a 2-step schedule All other command officers do not have salary steps. All new hires as of December 11, 2018, will be on step 1 for their first two years before progressing up the step schedule.

**CITY OF BUFFALO POLICE BENEVOLENT ASSOCIATION v. PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 282, IAFF, AFL-CIO
COMPARISON OF KEY CONTRACT PROVISIONS**

CBA Clause	PBA Previous CBA Expired June 30, 2019	PBA Proposed CBA Proposed January 2024	Firefighters Local 282 Existing - Expires June 30, 2025
Health Insurance	<p>All employees contribute for the first four years of employment:</p> <ul style="list-style-type: none"> • 25% of premium for single plan • 15% of premium for family plan <p>After initial four years, employee contributes 0% towards health insurance</p> <p><u>Hired prior to July 1, 2015:</u> Choice between POS 201 and PPO 901 plan</p> <p>The cosmetic surgery rider was eliminated from the PPO 901 plan, effective with the 2013 arbitration award.</p> <p><u>Hired after July 1, 2015:</u> PPO 901 has been eliminated for any new hires. Employees have the option of enrolling in POS 201 or POS 201 Plus.</p>	<p><u>Hired before ratification:</u> No change.</p> <p><u>Hired after ratification:</u> All new hires will contribute towards healthcare for the first ten years of service.</p>	<p><u>All employees</u> May enroll in a POS 201 plan.</p> <p>An employee may opt for the costlier POS 901 plan and pay 100% of the difference.</p> <p>The Cosmetic Surgery Rider was eliminated.</p> <p><u>Employees hired before July 1, 2013:</u> Contribute 0%</p> <p><u>Employees hired after July 1, 2013 contribute:</u> 25% of premium (single) 15% of premium (family)</p> <p>Effective January 1, 2019, members shall receive the generic equivalent of all newly prescribed medications (i.e., generic mandate).</p> <p>Members must pay for price difference for name-brand if not medically necessary. If medically necessary or if there is no generic equivalent, the member is entitled to receive and pay the co-pay.</p> <p>Generic maintenance medications shall be dispensed in 90 day supplies through the mail.</p>

**CITY OF BUFFALO POLICE BENEVOLENT ASSOCIATION v. PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 282, IAFF, AFL-CIO
COMPARISON OF KEY CONTRACT PROVISIONS**

CBA Clause	PBA Previous CBA Expired June 30, 2019	PBA Proposed CBA Proposed January 2024	Firefighters Local 282 Existing - Expires June 30, 2025
Retiree Health Care	<p><u>Employees Hired prior to July 1, 2015:</u> No cost to retiree and retiree shall have the option of selecting either POS 201 or PPO 901 at the time of retirement.</p> <p>Retirees enrolled in POS 201 are required to enroll in Medicare at age 65, and are responsible for the monthly premium cost.</p> <p>Retirees enrolled in the PPO 901 are not required to enroll in Medicare.</p> <p><u>Employees Hired after July 1, 2015:</u> PPO 901 is not available to new employees hired after July 1, 2015.</p> <p>A portable health care plan will be made available at retirement.</p> <p>No employee contribution</p>	No change	<p><u>Employees hired prior to July 1, 2013:</u> Employees who retired on or before 6/30/15 were able to continue PPO 901 Traditional Coverage with no contribution cost.</p> <p>Employees who retire post July 1, 2015 shall receive POS 201 in retirement at no cost to them.</p> <p>Employees who retired after August 6, 2015, shall enroll in Medicare Part B as their primary coverage and the City shall pay the cost of such Part B coverage.</p> <p><u>Employees hired after July 1, 2013:</u> Employees contribute to health insurance at retirement at the same rates applicable to new active employees: 25% of premium (single) 15% of premium (family)</p> <p>Employees who retire on or after January 1, 2019, shall receive the generic equivalent of all newly prescribed medications. The prescription drug provisions in effect as active employees continue into retirement.</p>

**CITY OF BUFFALO POLICE BENEVOLENT ASSOCIATION v. PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 282, IAFF, AFL-CIO
COMPARISON OF KEY CONTRACT PROVISIONS**

CBA Clause	PBA Previous CBA Expired June 30, 2019	PBA Proposed CBA Proposed January 2024	Firefighters Local 282 Existing - Expires June 30, 2025
Longevity Payments	<p>After completion of one year of service:</p> <p>7/1/15 – \$165/per year of service 7/1/16 – \$175/per year of service 7/1/17 – \$185/per year of service 7/1/18 – \$195/per year of service</p> <p>Caps out at 25 years of service.</p>	<p>After completion of one year of service:</p> <p>7/1/21 – \$215/per year of service 7/1/22 – \$235/per year of service 7/1/23 – \$255/per year of service 7/1/24 – \$275/per year of service</p> <p>Caps out at 25 years of service.</p>	<p>\$210/per year of service, up to 30 years</p>
Overtime	<p>Overtime opportunity, by rank, is based on platoon/unit-wide seniority.</p> <p>If called in for OT, employee is guaranteed minimum 4 hours of OT pay.</p>	<p>No changes</p>	<p>Overtime opportunity, by rank, is based on District-wide seniority.</p> <p>If called in for OT, employee is guaranteed minimum 2 hours of OT pay.</p>
Personal Leave	<p><u>All employees:</u> Year 1 = 2 days Year 2 = 4 days Year 3+ = 7 days</p> <p>One day = 10 hours</p>	<p>No changes</p>	<p><u>All employees:</u> Year 1 = 24 hrs Year 2 = 48 hrs Year 3+ = 57 hrs</p> <p>Personal leave shall not exceed 57 hours in a year and personal leave shall be accrued based on the current years of service schedule.</p> <p>Personal leave may be taken in 24 hour increments, 15-hr increments (between 5pm-8am), or 9-hr increments (between 8am-5pm).</p>

**CITY OF BUFFALO POLICE BENEVOLENT ASSOCIATION v. PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 282, IAFF, AFL-CIO
COMPARISON OF KEY CONTRACT PROVISIONS**

CBA Clause	PBA Previous CBA Expired June 30, 2019	PBA Proposed CBA Proposed January 2024	Firefighters Local 282 Existing - Expires June 30, 2025
Vacation Policy and Carryover	<p><u>Employees hired before July , 1984:</u> 80 hours = 2 weeks of vacation or 8 tours 1 tour = one ten-hour shift</p> <p>1 – 4 years = 80 hours/yr 5 years = 120 hours/yr 6 years + = 130 hours/yr + 1 tour for each subsequent anniversary. Maximum of 200 hours reached at 15 years of service.</p> <p>Vacation carryover of two weeks that can be carried over from year to year.</p> <p><u>Employees hired after July 1, 1984:</u></p> <p>1 – 2 years = 40 hours/yr 3 – 6 years = 80 hours/yr 7 – 9 years = 120 hours/yr 10 – 15 years = 160 hours/yr 16 years + = 200 hours/yr</p> <p>Vacation carryover of two weeks that can be carried over from year to year.</p>	No changes	<p><u>All Employees:</u> 1 tour = 48 hours</p> <p>1 – 4 years = 48 hours/yr or 1 tour 5 – 12 years = 96 hours/yr or 2 tours 13 – 16 years = 144 hours/yr or 3 tours 17 – 21 years = 192 hours/yr or 4 tours 22+ years = 240 hours/yr or 5 tours</p> <p>Vacation time must be taken in 24-hr increments. During the summer vacation schedule, vacation time must be taken as an entire tour of (2) 24-hr shifts; during the rest of the year the vacation time may be utilized in a single 24-hr shift.</p> <p>Compensatory leave time must be used in 24-hr increments and no longer has to be taken as a full tour (48-hrs) and cannot be used during the summer schedule.</p> <p>No vacation carryover, except in special circumstances.</p> <p>There are no vacation buy-back provisions.</p>

**CITY OF BUFFALO POLICE BENEVOLENT ASSOCIATION v. PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 282, IAFF, AFL-CIO
COMPARISON OF KEY CONTRACT PROVISIONS**

CBA Clause	PBA Previous CBA Expired June 30, 2019	PBA Proposed CBA Proposed January 2024	Firefighters Local 282 Existing – Expires June 30, 2025
Perfect Attendance Incentive	Employees who have perfect attendance (not using sick time or IOD time) for each two (2) month period beginning July 1 of each contract year shall receive 8 hours credit for each period. Employees shall be paid at the contractual straight time rate.	No changes	Employees who have perfect attendance (not using sick time or IOD time) for each two (2) month period beginning July 1 of each contract year shall receive 8 hours credit for each period. Employees shall be paid at the contractual straight time rate.
Holidays	12 recognized holidays, employees receive compensation for 60 hours per year.	13 recognized holidays, addition of Juneteenth per MOA in December 2020, employees receive compensation for 65 hours per year.	13 recognized holidays, addition of Juneteenth per MOA in December 2020, employees receive compensation for 65 hours per year. Loss of 5 hours of holiday pay if employee calls in sick on a holiday.
Court Time	Minimum four hours at regular rate.	No changes	Not applicable
Bereavement Leave	Up to 5 days	No changes	Up to 4 shifts
Health Care - Survivor Benefits	The spouse, as long as they do not remarry, and dependents until age of 26 of an officer killed in the line of duty or dies as a result of the performance of their duties, shall receive the same medical coverage as the deceased, for life, without cost.	No changes	Not applicable
In-Lieu-of Health Insurance	\$480 per year for waiving family coverage	No changes	\$600 per year for waiving family coverage
Residency	All members hired after ratification shall be domiciled residents of the City of Buffalo at the time of hire and shall remain domiciled for seven years. This provision expired June 30, 2019. Commissioner and Deputy Commissioners are required to maintain City residency during employment.	All members hired after ratification shall be domiciled residents of the City of Buffalo at the time of hire and shall remain domiciled for seven years. This provision sunsets on June 30, 2025.	All employees hired on or after January 1, 2012 must maintain active domiciled residency within the City of Buffalo throughout their employment with the Department.

**CITY OF BUFFALO POLICE BENEVOLENT ASSOCIATION v. PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL 282, IAFF, AFL-CIO
COMPARISON OF KEY CONTRACT PROVISIONS**

CBA Clause	PBA Previous CBA Expired June 30, 2019	PBA Proposed CBA Proposed January 2024	Firefighters Local 282 Existing – Expires June 30, 2025
Dental Plan	All employees shall be provided GHI Preferred dental plan at no cost to the employee. Payment in lieu of dental insurance of \$150 per year if employee participates in spouse’s dental coverage.	No changes	All employees shall be provided GHI Preferred dental plan at no cost to the employee. Payment in lieu of dental insurance of \$150 per year if employee participates in spouse’s dental coverage.
Work Boots/ /Uniform Allowance	The City shall provide all required clothing/equipment and replacement items as well as an annual maintenance and cleaning allowance of \$150.	No changes	Uniform allowance of \$430 annually.
Military Veteran Credit	All PBA personnel that are prior or current military personnel shall receive three additional paid days off – Independence Day, Veterans Day, and Memorial Day	No changes	Any qualified veteran who is required to work on Memorial Day or Veteran's Day shall be entitled to a leave of absence with pay on another day. If either holiday falls on an employee’s regularly scheduled vacation period or compensatory time, the employee shall be entitled to an additional day off.
Pending Litigation	Discontinuance of any and all pending matters with prejudice and without cost in any forum, state, federal or administrative. Such withdrawals shall include any and all Improper Practice Proceedings commenced with PERB and the Union agrees to withdraw all pending grievances and demands for arbitration.	Not included	Discontinuance of any and all pending lawsuits and the NYS Public Employees Relations Board charges, except for fourteen specific grievances and any and all IOD cases.