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AGREEMENT

BETWEEN

CITY OF BUFFALO, NEW YORK

AND

LOCAL 2651

AMERICAN FEDERATION OF STATE,

COUNTY, AND MUNICIPAL EMPLOYEES

AFL-CIO

JULY 1, 1998 TO JUNE 30, 2001
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THIS AGREEMENT, entered into this 1st day of July, 1998 by and between the CITY OF
BUFFALO, NEW YORK, a municipal corporation, hereinafter called the "City", and LOCAL 2651,
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES 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
the orderly and uninterrupted operations and functions of its government; and

WHEREAS, these policies are best effectuated by

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

b) Requiring the City to negotiate with and enter into written agreements with Unions
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 and also for negotiating and entering into a
written agreement with the said Union; and

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

WHEREAS, the parties following extended and deliberate 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. 49,
February 6, 1996.

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

1.1 REINSTATEMENT

This agreement upon its ratification, supersedes all prior agreements, unless expressly provided for by the parties herein.

Furthermore, all current active open grievances written on or prior to the effective date of this agreement shall be considered settled between the parties as a part of this Collective Bargaining process.

1.2 EXCLUSIVITY

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

The City agrees that it will consult with the Union regarding other job classifications which it may establish or change as to salary grades and rates of compensation thereof, and which are represented by the Union.

1.3 DUES AND FEES

a) 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 every two (2) weeks from the wages of those employees who have filed with the Comptroller an appropriate written authorization and shall remit 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 Secretary-Treasurer of the Union. These deductions shall continue in effect for the life of the Agreement or until a written revocation of the authorization is filed with the Comptroller by registered mail and a duplicate copy thereof has been served upon the Union by registered mail. This revocation shall take effect thirty (30) days after such filing and service.

b) Payroll deduction of Union dues under the properly executed authorization form, "Payroll Deduction of Union Dues", shall become effective at the time the form is signed by the employee, and shall be deducted from the first pay period possible and each pay period thereafter from the pay of the employee.

c) The aggregate total of all such deductions, together with a list of those from whom dues have been deducted, shall be remitted to the Union on or about the tenth day of every month.

d) Any change in the amount of Union dues to be deducted shall be certified by the Union in writing and be forwarded to the City.
1.4 DISAFFIRMANCE OF RIGHT TO STRIKE

The Union reaffirms that it does not and will not assert the right to strike or to engage in other concerted stoppage of work or slow-down 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 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, methods, 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.

1.6 PRODUCTIVITY

The Union recognizes the necessity of continuous improvement in productivity throughout the City's operations covered by this Collective Bargaining Agreement and, in this connection, it will urge its representatives and members to cooperate with the City in accomplishing this result.

1.7 UNION BULLETIN BOARDS

The City agrees to furnish and maintain mutually agreed upon number and location of suitable bulletin boards in convenient places in each work area to be used by the Union. The size of these boards shall be mutually agreed to and shall display the Union insignia. The Union shall limit its posting of notices and bulletins to such boards.

1.8 ACCESS TO PREMISES

The City agrees to permit representatives of the International Union, the Union Council, and the Local Union to enter the premises of the City for individual discussion of working conditions with employees and Union-sponsored programs, provided such representatives do not unduly interfere with the performance of duties assigned to the employee, and provided that the Director of Labor Relations shall be notified in advance.
1.9 AGENCY SHOP

a) Any present or future employee represented by the Building Inspectors A.F.S.C.M.E. Local 2651 who is not a Union member and who does not make application for membership shall have deducted from their wage or salary the amount equivalent to the dues levied by such Union. The Comptroller shall make such deductions and transmit the sum so deducted to the Union, provided, however, the Union 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 Union in aid of activities or causes only incidentally related to terms and conditions of employment.

b) For the purpose of this Agreement, the term "employee" shall mean, unless otherwise specified, only permanent, probationary, provisional or temporary personnel, or those who have been in City service on a full time basis for six (6) consecutive months or more. Daily and seasonal workers are not covered by the terms of this Agreement.

c) The Union 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 City's deduction of an agency fee from any employee. The Union shall have no right or interest in any agency fee deduction until such collected moneys are actually paid to the Union. Upon the forwarding by mail of payment of the agency fee deduction to the last known address of the Union, 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 Union.

1.10 RESIDENCY REQUIREMENT

Effective January 1, 1977, the following shall apply:

a) Any employees presently living outside of the City will be exempt from the provisions of Section 4, Chapter 1 of the City ordinances.

b) Non-residents (whose non-residency is authorized) shall be eligible for promotional appointments of a permanent nature only and upon such appointment must establish a City residence within six (6) months of their appointment, upon failure to do so the appointment shall become null and void.

c) All present City employees who reside in the City and who are not entitled to a statutory exemption from residence are required to maintain their residence within the City.

Residency shall be defined as a qualification of temporary, provisional, and permanent employment, and not as misconduct or incompetence. As such, employees failing to maintain this necessary qualification shall be subject to dismissal from service after being afforded a hearing. Said hearing shall adhere to the procedures outlined in the Discipline and Discharge Article of this Agreement.

1.11 CITY SERVICE DEFINED

For the purpose of this Agreement, the term "City service" shall include service with the Buffalo Board of Education, Buffalo Housing Authority, Buffalo Sewer Authority, the Buffalo Urban Renewal Agency and any City of Buffalo department or division whose job title is found in the approved City salary ordinances. Services with any other employer will not be considered City service, under any circumstances.
If an employee is hired by the City of Buffalo in a position represented by the Union and has immediate service or a break in service of one (1) year or less from the above-referenced agencies, the employee's vacation and personal leave entitlements shall be based on their original date of hire in these agencies, with appropriate adjustments made for any breaks in service. Appointments at other than the first salary increment step shall be made at the sole discretion of the department head and Director of Labor Relations, and shall not be subject to the grievance procedures outlined in this Agreement.

If the employee's hiring by the City of Buffalo 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
ALARIES AND ADJUSTMENTS AND HOURS AND CONDITIONS OF WORK

2.1 SALARIES AND ADJUSTMENTS

a) Effective as of the first day of July, 1998 City agrees to pay all of the annual employees represented by the Union the rate of compensation as determined by the wage schedule annexed hereto and marked Schedule "A". Schedule "A" represents a salary increase of three (3) percent.

b) Effective July 1, 1999, the City agrees to pay all of the annual employees represented by the Union the rate of compensation as determined by the wage schedule annexed hereto and marked Schedule "A-1". Schedule "A-1" represents a salary increase of three (3) percent.

c) Effective July 1, 2000, the City agrees to pay all of the annual employees represented by the Union the rate of compensation as determined by the wage schedule annexed hereto and marked Schedule "A-2". Schedule "A-2" represents a salary increase of three (3) percent.

d) All new employees hired on or after January 1, 1981, and who are represented by the Union, shall be hired to positions having a starting salary and four (4) incremental steps. The incremental steps shall be attained on the member's anniversary date of hire. The member will reach the maximum salary in four (4) years from his (revised) date of hire, which date shall be adjusted for any leaves of absence or suspensions without pay.

e) The City shall pay shall salaries and wages upon a biweekly basis. In the event that the regularly scheduled day of payment is a holiday, payment shall be made upon the preceding day.

f) If the City determines that it has the capability of providing direct deposit, the employee will have the option to directly deposit his/her paycheck into his/her account at the participating banks.

2.2 HOURS OF WORK

a) The regular hours of daily work shall be consecutive except for interruptions for lunch.

b) The normal work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.

c) The normal work day for employees shall consist of not more than eight (8) hours each from 8:30 o'clock AM to 4:30 o'clock PM, with a one (1) hour lunch period.

d) In the event that the City reduces the normal work schedule for any other employees not covered by this Agreement under the schedule set forth herein, then that reduced schedule shall supersede and replace the schedule herein.
e) All employees shall be scheduled to work at a regular work shift as determined by the department head, which work shift shall have a regular starting and quitting time. Except for emergency situations, no changes shall be made in work shifts without prior consultation with the Union.

f) The City shall maintain and make available to the Union a daily record showing the time worked by each employee.

g) Any employee who works overtime at the direction of his superior shall be granted time off at the rate of time and one-half (1 1/2) if such time off is given within the pay period. If the time off is not taken off within the pay period, the employee shall be compensated at time and one-half (1 1/2) for such time.

h) All employee work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift wherever this is feasible. Employees who for any reason work beyond their regular quitting time into the next shift, shall be granted the regular fifteen (15) minute rest periods that occur during the said shifts.

i) All employees shall be paid at time and one-half (1 1/2) for all work performed in excess of eight (8) hours in any work day, for all work performed in excess of forty (40) hours in any work week, and for all work performed on holidays recognized by this Agreement. Any employee called to work outside his regularly scheduled shift shall be paid at time and one-half (1 1/2) and for a minimum period of two (2) hours. Sick leave shall not be counted as work performed for the purposes of overtime eligibility.

j) Overtime work shall be offered equally to all employees working within the same job classification or department. The opportunity to work overtime shall be offered to the employees within the same job classification of the department involved on a rotation basis, however, if a job extends beyond the normal work day, the employee on that job shall be entitled to remain on an overtime basis. Employees who are offered overtime work on this basis, but who decline to accept shall be considered to have worked overtime for the purpose of determining equal distribution of overtime. Overtime work shall be voluntary and there shall be no discrimination against any employee who declines to work overtime, except in cases of emergency. In case such a circumstance, the department head is authorized to direct his employees to work overtime for reasonable periods.

k) No overtime payments shall be made unless the overtime work has been specifically authorized by the department head or his designated representative. In addition, no overtime work shall be ordered unless there has been an appropriate appropriation of funds for that purpose.

l) A record of the overtime hours worked by each employee shall be posted by the department head and maintained on a weekly basis on the department bulletin boards.

m) No management employees shall perform any in-unit work for the purpose of avoiding overtime payments.

n) The City will review the four (4) day ten (10) hour work schedule as a vehicle to provide greater service to the public and allow employees to perform their tasks with a higher level of efficiency. The parties will work jointly to review such plans as presented be either the Union or the City and to attempt to implement such plans that increase the overall operational efficiency and effectiveness of departmental operations.
2.3 EMPLOYEE NOTIFICATION

a) Except as otherwise provided employees are required to report all absences from work to a telephone number designated by the appropriate department no later than the beginning of their regularly assigned starting time. Employees failing to report an absence may be considered absent without leave. Employees who report for work within one (1) hour of their regularly assigned starting time shall not be considered as having an unreported absence. Such employee shall be considered tardy.

The City and Union recognize that unreported employee absences cause serious operational problems and place an undue burden upon fellow employees. In order to keep these situations to a minimum, the parties agree that unreported absences may result in disciplinary action. The Tardiness Control Procedure is herein incorporated by reference.

b) It shall be the responsibility of the employee to keep the City informed of his current address and telephone number where he can be notified of emergencies, changes in schedule, disciplinary actions, standby, overtime assignments and other matters. The City shall not be liable under this Article if failure to give previous notice that work is not available or that the employee's schedule is changed results from the employee's failure to keep the City so informed. In disciplinary actions the City shall notify the Union if the employee cannot be reached. All notices of change of address and/or phone number to the department head shall be filed within ten (10) days of the effective date of change.

2.4 ACTING IN A HIGHER TITLE

a) Any employee who is requested by management to perform work within the bargaining unit that is classified as a higher rated position under the terms of this Collective Bargaining Agreement will be compensated at the higher rate after having worked in that higher rated classification of one (1) day.

b) This provision shall only effect continuous days of work such as vacation replacement or temporary periods and will not effect individual unconnected days.

2.5 RATE OF PAY UPON PROMOTION

An employee promoted from one (1) job, in a lower salary grade, to another job, in a higher salary grade, represented by the Union and within the promotional ladder as determined by the Civil Service Commission, shall receive the rate of pay in the beginning step of the higher salary grade.

If the beginning step in the higher salary grade is less than a two hundred fifty (250) dollar increase, the employee shall receive the lowest increment in the higher job grade that represents at least a two hundred fifty (250) dollar increase.
ARTICLE III
HOLIDAYS

3.1 HOLIDAYS RECOGNIZED AND OBSERVED

a) The following are recognized holidays for the purpose of this Agreement for which an employee shall receive a day’s pay:

New Year’s Day Columbus Day
Dr. Martin Luther King Day General Election Day
President’s Day Veteran’s Day
Good Friday Thanksgiving Day
Memorial Day Day after Thanksgiving
Independence Day Christmas Day
Labor Day

Dr. Martin Luther King Day shall be celebrated on the third Monday in January. President’s Day shall be celebrated on Washington’s Birthday.

Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday.

b) Any employee who is required to work on any of the holidays listed above shall be compensated at time and one-half (1 1/2) for all hours worked in addition to his annual rate of pay.

c) For the purpose of computing overtime, all holiday hours, whether worked or unworked for which an employee is compensated, shall be regarded as hours worked.

d) Should any of the holidays listed above occur during an employee’s vacation period, his vacation shall be extended by the number of days equal to the number of holidays falling within his vacation period.

e) If an employee uses sick time the day before or after said holiday, reasonable proof of illness, including but not limited to a physician’s certificate may be required.
ARTICLE IV
VACATIONS

4.1 ELIGIBILITY AND ALLOWANCES

a) Each employee who shall have been in the employ of the City for twelve (12) full months shall be eligible for a two (2) week [ten (10) days] vacation entitlement on the anniversary date of the employee's date of hire.

b) Subsequent vacation entitlements will accrue and be available for use on a monthly basis. Employees hired prior to July 1, 1983 shall be granted subsequent vacation entitlements according to Schedule B-1.

SCHEDULE B-1
(Employees Hired Prior to July 1, 1983)

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>RATE PER MONTH (HOURS)</th>
<th>RATE PER YEAR (DAYS)</th>
<th>MAXIMUM BANK OF UNUSED VACATION DAYS OR (HOURS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 5*</td>
<td>6 2/3</td>
<td>10</td>
<td>20 160</td>
</tr>
<tr>
<td>Beginning of:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>10 2/3</td>
<td>16</td>
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<tr>
<td>7</td>
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<td>30 240</td>
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<td>10</td>
<td>13 1/3</td>
<td>20</td>
<td>40 320</td>
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<tr>
<td>11</td>
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<td>21</td>
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<tr>
<td>12</td>
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<td>22</td>
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<td>23</td>
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<td>14</td>
<td>16</td>
<td>24</td>
<td>40 320</td>
</tr>
<tr>
<td>15 and over</td>
<td>16 2/3</td>
<td>25</td>
<td>50 400</td>
</tr>
</tbody>
</table>

*Upon completion of 5 years - five (5) additional days or forty (40) hours added to bank.

c) Employees hired on or after July 1, 1983, shall be granted subsequent vacation entitlements according to the following schedule:

SCHEDULE B-2
(Employees Hired on or after July 1, 1983)

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>RATE PER MONTH (HOURS)</th>
<th>RATE PER YEAR (DAYS)</th>
<th>MAXIMUM BANK OF UNUSED VACATION DAYS OR (HOURS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 5*</td>
<td>6 2/3</td>
<td>10</td>
<td>20 160</td>
</tr>
<tr>
<td>6-10*</td>
<td>10</td>
<td>15</td>
<td>30 240</td>
</tr>
<tr>
<td>11 - 15*</td>
<td>13 1/3</td>
<td>20</td>
<td>40 320</td>
</tr>
<tr>
<td>16 and over</td>
<td>16 2/3</td>
<td>25</td>
<td>50 400</td>
</tr>
</tbody>
</table>

*Upon completion of employee's 5th, 10th and 15th year only, employee receives forty (40) additional hours.
d) Vacation is earned in the following manner: Each month that an employee receives paid compensation in the form of actual hours worked, vacation, sick leave, personal, bereavement, jury duty, or any other form of paid compensation for ten (10) or more days, he shall have been deemed to have earned his vacation entitlement. This vacation entitlement will be added to the employee's bank on the first day of the month next following the completion of each credited month of service.

e) If an employee's vacation anniversary date falls in the first fifteen (15) days of the month, that employee would begin earning the next level of vacation entitlement listed in Schedules B-1 or B-2 at the start of the following month. If the employee's vacation anniversary date falls on or after the sixteenth day of the month, that employee would begin earning the next level of vacation entitlement listed in Schedules B-1 or B-2, on the first day of the month following thirty (30) days after the employee's anniversary date. For example:

<table>
<thead>
<tr>
<th>DATE</th>
<th>EMPLOYEE EARNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNIVERSARY DATE</td>
<td>HIGHER VACATION ENTITLEMENT</td>
</tr>
<tr>
<td>March 12</td>
<td>April 1</td>
</tr>
<tr>
<td>March 21</td>
<td>May 1</td>
</tr>
</tbody>
</table>

4.2 VACATION PAY

a) The rate of vacation pay shall be the employee's regular straight time pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

b) Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period, provided a written request for same has been submitted to the Payroll Department at least seven (7) days in advance.

4.3 CHOICE OF VACATION PERIOD

Vacations shall be granted for the period requested by the employee subject to the approval of the department head, which shall not be unreasonably withheld. If the nature or other circumstances of the work make it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority with the City shall be given his choice of vacation period in the event of any conflict. No vacation request shall exceed more than twenty-five (25) consecutive days at any one time.

Vacation leave may be taken in units of four (4) or eight (8) hours only. Up to five (5) days or forty (40) hours of vacation leave may be taken in two (2) hours increments.

4.4 VACATION RIGHTS IN CASE OF LAYOFF, RETIREMENT OR SEPARATION

Any employee who is laid off, retires, or separates from the service of the City for any reason (save for cause) shall be compensated in cash for the monetary value of his unused vacation time standing to his credit at the time of his separation from service. In case of an employee's death in service, payment shall be made to his beneficiaries or estate.
4.5 CHANGING VACATION PERIODS

Once vacation periods have been approved by a department head they shall not be changed unless such change is mutually agreed upon by the department head and the employees affected.

4.6 VACATION ACCUMULATION

In no instance shall any employee be allowed to exceed his maximum bank allotment (as listed in Schedules B-1 and B-2) unless written permission is received by his department head. The department head, at his sole discretion, may allow a maximum of ten (10) additional vacation days to accumulate in excess of the maximum bank of unused vacation as listed in Article 4.1(e) in those specific instances which follow. In no instance, however, will employees be compensated for any vacation days in excess of the employee's maximum bank of unused vacation as outlined in Sections 4.1 and 4.4.

a) The department head requesting and the employee agreeing 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 may request carryover privileges, provided that such illness or accident is medically verified by the attending physician and/or a physician designated by the City specifying the nature and date of the disability.

c) An employee being injured in the discharge of his duties.

4.7 TRANSFEREES

Those employees transferring into a position represented by the Union from another position with the City, the Board of Education, Municipal Housing Authority or Buffalo Sewer Authority will receive automatic credit for months of qualifying service in the current calendar year as found in 4.1(d). Months and/or years of service which have been previously credited and/or compensated for vacation purposes will be adjusted accordingly. Under no circumstances will an employee be credited with vacation entitlement more than once for any period (months and/or years) of time. Determination of appropriate vacation entitlement shall be made by the Division of Labor Relations with the provision contained in this Article.
4.8 VACATION ANNIVERSARY DATE

If an employee believes his vacation anniversary date should be changed to reflect additional service time, the employee must send a letter to the Division of Labor Relations for final determination. If the Director of Labor Relations determines that the employee’s vacation anniversary date should be changed to reflect additional service time, the vacation anniversary date will be amended and additional vacation entitlement will be credited, based on the revised vacation anniversary date, retroactive the immediately preceding twelve (12) months. In no case shall the additional vacation entitlement exceed the retroactive period as stated below.

EXAMPLE

Current Vacation Anniversary Date: January 5, 1981
Revised Vacation Anniversary Date: January 5, 1977
Request Received by Labor Relations on April 5, 1984

<table>
<thead>
<tr>
<th>RECEIVED</th>
<th>SHOULD RECEIVE</th>
<th>BALANCE DUE</th>
</tr>
</thead>
<tbody>
<tr>
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<td>6 2/3</td>
<td>12</td>
</tr>
<tr>
<td>4/1/84</td>
<td>6 2/3</td>
<td>12</td>
</tr>
</tbody>
</table>

80 Hrs. 138 Hrs. 58 Hrs.

An employee’s vacation anniversary date shall be affected by all leaves of absence, suspensions and/or breaks in service which exceed ten (10) calendar days in duration. For example, an employee’s date of hire is October 1, 1982. If that same employee received a six (6) month Leave of absence his vacation anniversary date would be adjusted according to the length of the leave. Therefore his new vacation anniversary date is April 1, 1983.

The above shall also apply to an employee’s longevity, personal leave and salary increment dates. Any adjustment to an employee’s entitlement dates which may be required based on the above shall be prospective only and shall not result in any retroactive leave time entitlements and/or payments.
ARTICLE V
SICK LEAVE

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 hired prior to February 22, 1985 with less than one (1) year of service shall be allowed sick leave credits at the rate of three-fourths (3/4) of a working day per calendar month of service which shall be credited on the first day of the month next following the completion of each month of service.

b) Employees hired on or after February 22, 1985 with less than one (1) year of service shall be allowed sick leave credits at the rate of one-half (1/2) of a working day per calendar month of service which shall be credited on the first day of the month next following the completion of each month of service.

c) Employees hired prior to February 22, 1985 with more than one (1) year of service shall be allowed sick leave credits at the rate of one and one fourth (1 1/4) working days per calendar month of service which shall be credited on the first day of the month next following the completion of each month of service.

d) Employees hired on or after February 22, 1985 with more than one (1) year of service shall be allowed sick leave credits at the rate of one (1) working day per calendar month of service which shall be credited on the first day of the month next following the completion of each month of service.

e) Sick leave shall be earned by an employee for any month in which the employee is compensated for twenty (20) or more days of work.

f) Employees shall start to earn sick leave from thirty (30) days after their date of hire and they shall accumulate sick leave as long as they are in the service of the City, up to a maximum of three hundred (300) working days.

g) Sick leave may be taken in units of four (4) or eight (8) hours only.

h) Accumulated, unused sick leave, earned by the employee while in prior City service as defined in Article 1.10, shall be transferred to the employee's account upon the employee's appointment to a position represented by the Union, provided said sick leave is standing to the employee's credit at the time of present appointment.

i) All absences due to sickness are to be reported to the appropriate department head before the shift of such absences, and the department head may require reasonable proofs of illness including, but not limited to, a physician's certificate. In the event of a failure to comply with the notice requirement, or if the proofs of illness are unsatisfactory, the employee's absence may be considered as unauthorized leave. Abuse of sick leave privileges may be cause for disciplinary action.

j) The Mayor's Sick Leave Policy and Procedures is herein incorporated by reference.

k) Absence from duty for medical, dental, optical or other physical examinations may be charged against accumulated sick leave credits when approved by the department head.
l) Each employee entitled to benefits wider the provisions of the Workers' Compensation Law, who is temporarily unable to perform the duties of his position by reason of an injury received in the discharge of his duties and by reason thereof is necessarily absent from duty during a period of temporary disability which does not exceed a maximum of seven (7) days in duration following any such injury, may, in the discretion of the head of his department or City agency, be allowed full pay for the working days he is so absent during any such period of temporary disability which does not exceed a maximum of seven (7) days in duration following any such injury, provided, however, that no such allowance of pay shall be made to an employee unless he shall have immediately returned to duty at the termination of the period of his temporary disability of not more than seven (7) days and unless an accident report respecting his injury shall have been duly executed and filed, and, when required by the head of his department or City agency, unless a medical report respecting his injury shall have been duly executed and filed. Any different allowance of compensation to an employee on account of injury received in the discharge of his duties shall be determined exclusively by the Common Council. Injury leave allowances made in accordance herewith shall not be charged against accumulated sick leave credits.

m) When an employee is separated from service for other than disciplinary reasons and is subsequently reinstated or reemployed within one (1) year from such separation, or is reinstated or reemployed while eligible for reinstatement from a preferred list, his sick leave credits accumulated and unused at the time of his separation shall be restored.

n) The City agrees that upon retirement or death, any accumulated, unused sick leave, up to a limit of two hundred (200) days, can be "bought back" at a ratio of forty (40) percent. [e.g. an employee with three hundred (300) days unused sick leave may use only two hundred (200) days at a ratio of forty (40) percent]. The other one hundred (100) days can be applied to the employee's additional service credit for retirement as per Section 41-j of the New York State Retirement Act.

The City agrees that employees hired on or after January 1, 1999, may upon retirement or death "buy back" any accumulated sick leave, up to a limit of one hundred fifty (150) days at a ratio of forty (40) percent, [e.g. an employee with three hundred days unused sick leave may use only one hundred fifty (150) days at a ratio of forty (40) percent]. The other one hundred fifty (150) days can be applied to the employee's additional service credit for retirement as per Section 41-j of the New York State Retirement Act.

o) Employees hired on or after February 22, 1985 with more than ten (10) years of service shall be allowed sick leave credits at the rate of one and one-fourth (1 1/4) working days per calendar month of service which shall be credited on the first day of the month next following the completion of each month of service.

p) Employees who have had perfect attendance for each three month period, beginning July 1 of each contract year, shall receive eight (8) hours credit for each three (3) month period. Employees shall be paid at the then contractual straight-time rate.

The usage of any sick time during a calendar quarter will disqualify said employee for that quarter only. Employees on leaves of absence without pay, worker's compensation, or disciplinary suspension are not eligible for this benefit.

Employees who retire prior to June 30 of any fiscal year, who at the time of their retirement, would otherwise be entitled to payment herein, shall receive a payment prorated to the nearest calendar quarter.

Employees will be paid no later than August 15 of each year.
ARTICLE VI
LEAVES OF ABSENCE WITH PAY

6.1 JURY DUTY

The City shall grant a leave of absence with full pay to any employee with thirty (30) days service who is required to serve for jury duty during such period as he is actually upon such duty.

6.2 PERSONAL LEAVE

a) All full-time, annual employees hired prior to January 1, 1981 shall be entitled to six (6) days' personal leave with pay during each fiscal year, which leave shall be noncumulative. Employees who have not completed a full year of service with the City shall earn personal leave time as follows:

1) A full-time, annual employee commencing work prior to October 1 shall be credited with six (6) days upon the completion of three (3) months of City service.

2) A full-time, annual employee commencing work on or after October 1, but prior to January 1, shall be credited with three (3) days upon the completion of three (3) months of City service.

3) A full-time, annual employee commencing work on or after January 1, but prior to April 1, and completing three (3) months of City service shall be credited with six (6) days on July 1.

b) All full-time, annual employees hired on or after January 1, 1981, shall be entitled to the following personal leave:

1) Two (2) days' personal leave upon the completion of one (1) year of service.

2) Four (4) days' personal leave upon the completion of two (2) years of service.

3) Six (6) days' personal leave upon the completion of three (3) years of service.

c) This personal leave may be used at the employee's discretion, provided that he gives at least twenty-four (24) hours' notice, in writing, to his superior, except where an emergency situation makes the giving of notice impossible and provided further, that his absence will not seriously hamper or impede the necessary work of his department. Such personal leave may not be taken in units of less than one-half (1/2) of a working day.

d) If personal leave is not used, it shall be added to the employee's sick leave credits.

e) An employee's personal leave date shall be affected by all leaves of absence or suspensions without pay. For example, an employee's date of hire is October 1, 1982. If that same employee received a six (6) month leave of absence his personal leave date would be adjusted according to the length of the leave. Therefore, his revised personal leave date is April 1, 1983.
6.3 UNION LEAVE

Any member of the Union who is elected or designated to attend a function of the Union's International or other subordinate body shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, provided that the said time off is of a reasonable duration as determined by the Director of Labor Relations. This right of attendance, moreover, shall be governed by any conditions, restrictions or limitations contained in the International Constitution of the Union.

6.4 BEREAVEMENT LEAVE

Each employee who is absent from duty on account of death in his immediate family shall receive his established compensation for the period so absent from the day of death through and including the day of the funeral or burial service. Such time off shall be consecutive days off, and it shall be clearly understood that the nature of consecutive days off shall include non-scheduled days as well as scheduled work days. This bereavement leave shall be noncumulative and supersede any other leave.

However, none of the above time off shall exceed five (5) consecutive days off.

The immediate family shall include the spouse, grandparents, parents, child, grandchild, brother, sister, father-in-law, mother-in-law, or steprelatives and any other relatives of the employee or his wife (husband) residing in the household of the employee. Steprelatives are defined as follows: stepparents, stepbrothers, stepsisters, stepchildren, and stepgrandchildren.

Bereavement leave for the employee's brother-in-law and sister-in-law shall be three (3) consecutive days.

If a death occurs during the regular work day, the day will not be charged as one of the three (3) or five (5) days.

In the event that death occurs to the employee's aunt, uncle, niece, or nephew, the employee shall be entitled to one (1) day's absence with pay, which day shall be the day of the funeral or memorial service. The employee shall be required to attend said service.

Bereavement leave is for the purpose of allowing the employee time away from work to bereave the death and attend to related matters. Bereavement leave is not earned leave time, in that if a death occurs during a period of time that the employee is otherwise off work, i.e. sick leave or Workers' Compensation, no benefit from this section is realized.

Failure of the employee to produce sufficient proof of relationship to the deceased shall be cause for denial of bereavement leave.
ARTICLE VII
LEAVES OF ABSENCE WITHOUT PAY

7.1 GENERAL

a) A **permanent employee** who has served continuously for at least one (2) year in the City service may be granted a leave of absence without pay for a period not exceeding one (1) year by his department head. Such leave may be extended or renewed for any reasonable period.

b) A **permanent employee** who is in his first year of service, and who, because of illness or disability finds it necessary to be absent from his position, may be granted a leave of absence without pay by his department head for a period not to exceed six (6) months, upon presentation of a physician's certificate stating the nature and estimated duration of the illness or disability, which shall be subject to the approval of the Municipal Civil Service Commission.

c) Failure to report for duty following the expiration of a leave of absence without pay or any extension thereof, that it will be determined that the employee has resigned from City service. Twenty (20) days prior to the expiration of the leave, the employee will be notified by registered mail, return receipt requested, that if he/she fails to return to work immediately upon the expiration of the leave, they will be terminated.

d) Whenever a leave of absence without pay is granted to an employee, the head of the department or City agency granting such leave of absence without pay shall forthwith file with the City Clerk, for presentation to the Council, a certificate setting forth the date on which the leave of absence begins and ends.

e) Any permanent employee who is elected or appointed to public office shall, at the discretion of the department head, be granted a leave of absence without pay for a period of not more than one (1) year from the effective date of his election or appointment to such public office. Such leave of absence shall be renewable for successive periods of not more than one (1) year in the sole discretion of the department head.

f) An employee requesting a leave of absence without pay shall submit said request at least one (1) month in advance of the requested commencement date of the leave, and said request shall specify the reason(s) for, and the duration of, said leave. The department head may waive this requirement where one (1) month advance notification is not possible.

The City may require substantiation of any leave of absence or request for leave of absence.

g) The City's policy concerning the Family and Medical Leave Act is herein incorporated by reference.

7.2 UNION BUSINESS

Any employee who is elected to 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, 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 for a similar period of one (1) year.
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. Such leave is not to exceed one (1) month, but it shall be renewed at any time upon the written request of the Union.

7.3 MATERNITY

Maternity leaves, not to exceed six (6) months, shall be granted upon the request of the employee. This leave shall be extended or renewed for an additional period not to exceed six (6) months.

The same amount of leave for adoption procedures of children and extension shall be granted.

7.4 EDUCATIONAL LEAVE

a) After completing one (1) year of service, any employee, upon request in writing, and with the consent of the department head, shall be granted a leave of absence for educational purposes. The period of leave of absence shall not exceed one (1) year, but may be extended or renewed at the request of the employee. Such approval shall not be unreasonably withheld.

b) One (1) year leave of absence, with any requested extension, for educational purposes, shall not be provided more than once every three (3) years.

c) Employees shall also be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

7.5 EMPLOYMENT OPPORTUNITIES

Employees permanently classified in subordinate positions shall be granted a leave of absence, without pay, to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the City.

7.6 RETURN FROM MEDICAL LEAVE

An employee returning from a medical leave of absence without pay shall be required to secure a physician's release, which release shall certify that the employee is fit and able to return to work. The release shall be submitted to the employee's department before the employee will be permitted to return to work.

Additionally, the employee may be required, upon the request, and at the expense, of the department, to undergo a physical examination which shall be conducted by a physician selected by the City.

An employee who does not obtain a physician's release and/or undergo an examination by a physician selected by the City, and who does not request and receive an extension of the medical leave of absence without pay prior to the day he or she is scheduled to return to work upon the expiration of the leave, and the employee may, in the discretion of the department head, be deemed absent without leave on each subsequent day.
ARTICLE VIII
MILITARY SERVICE

8.1 TRAINING PROGRAMS

Any employee who is a member of the reserve forces of the United States or of the State of New York and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of New York shall be granted a leave of absence with pay for a period not to exceed thirty (30) days a year during such service.

8.2 ACTIVE SERVICE

Any employee who enters into active service in the armed forces of the United States while in the employ of the City shall be granted a leave of absence without pay for the period of his military service. However, any voluntary service in excess of six (6) years shall be deemed a resignation.

The City will permit each employee who enters into the active service of the United States military service to exhaust his vacation and personal leave benefits prior to such entry.

ARTICLE IX
RETIREMENT BENEFITS

a) The City shall continue to provide the benefits of the Career Retirement Plan set forth in Section 75-i of the New York State Retirement and Social Security Law [twenty (20) year retirement plan with one-fiftieth fraction, thereafter]. It also agrees to provide the guaranteed ordinary death benefit authorized by Section 60-b of the Retirement and Social Security Law [three (3) times’ annual earnings] and also an additional service credit for retirement purposes of one (1) additional day for each day of accumulated and unused sick leave up to a maximum of one hundred sixty-five (165) days, as provided in Section 41, sub. j of the Retirement and Social Security Law.

Employees shall also be entitled to obtain credit for retirement purposes for military service during World War II as provided by statute.

The retirement benefits enumerated above have been created by statute and are dependent for their continued existence upon the maintenance of such statute. Retirement benefits for new employees will be dependent upon the provisions of the Retirement and Social Security Law as it has been or may hereafter be amended.
MEDICAL INSURANCE PROVIDED UPON RETIREMENT

a) Any current employee as of the effective date of this agreement currently provided within single medical insurance coverage at the time of his/her retirement shall receive single coverage for the duration of his/her natural lifetime, and this single coverage shall not be subsequently changed to family coverage option during the lifetime of the retiree for any reason.

b) Any current employee as of the effective date of this agreement currently provided with family medical insurance coverage at the time of his/her retirement must individually specify the name of the employee’s dependent spouse and the name of each dependent child. This family coverage as provided to the employee shall revert to single coverage when:

1) The dependent children, who are specifically identified by the retiree at the time of retirement, are no longer eligible for benefits under the terms of the medical insurance plan, and

2) The dependent spouse, as identified by the retiree at the time of retirement, is no longer the legal spouse of the retiree or upon the death of the covered spouse.

The retiree shall then and thereafter continue to receive single medical insurance coverage for the remaining duration of his/her natural life, and said coverage shall not be subsequently changed to a family plan for any reason.

ARTICLE X
SENIORITY

10.1 DEFINITION

Seniority means the date of an employee’s first appointment on a permanent basis in the classified service followed by continuous service in the classified service on a permanent basis.

Every twelve (12) months the department head shall post on all bulletin boards a seniority list showing the continuous service of each employee. Five (5) copies shall be given to the Union by the City of the official Civil Service Seniority List every twelve (12) months.

10.2 PROBATION PERIOD

Every appointment, permanent in character, from an open-competitive list shall be for a probationary term of not less than three (3) months nor more than six (6) months in accordance with the rules of the Municipal Civil Service Commission.

10.3 BREAKS IN CONTINUOUS SERVICE

An employee’s continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee who has resigned is reinstated, as provided by ordinances or law, to work in any capacity within one (1) year thereafter, the break in continuous service shall be removed from his record.


10.4 LAYOFF

In the event it becomes necessary to lay off employees for any reason they shall be laid off in the inverse order of their seniority.

10.5 CONSOLIDATION OR ELIMINATION OF JOBS

Employees displaced by the elimination of jobs through job consolidation [combining the duties of two (2) or more jobs], the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or by any other circumstance, shall be permitted to exercise their seniority rights to transfer to any other jobs in the service of the City within their own job classification where an opening exists, with the approval of the Municipal Civil Service Commission, and also with the consent of the appointing officers whose departments are affected.

10.6 RECALL

The City will notify the laid off employee by registered mail, at his last known address, that he has been offered recall in line with his continuous service. If the employee fails to report for work by the tenth working day from the date of mailing of the notice of recall, he shall be considered a “quit”.

10.7 LAYOFF PROCEDURE

Any laid off permanent employee will be given ten (10) days’ notice.

ARTICLE XI
WORK FORCE CHANGES

11.1 METHOD OF FILLING POSITIONS

a) The term “promotion” means the advancement of an employee to a higher-paying position represented by the Union.

b) In case of promotion or whenever a new job classification opening or vacancy occurs, other than temporary, the position shall be filled in accordance with Civil Service Rules of Procedure and selections shall be made from the appropriate Civil Service list until the list of names is incomplete.

c) Should a new position or vacancy occur which cannot be filled by reason of the absence of an appropriate Civil Service list, then, in such case, an appropriate notice of the said opening shall be posted on all bulletin boards for a period of ten (10) working days, stating the job title, pay rate and necessary qualifications for the job. Employees in the bargaining unit will fill the vacancy in line with the seniority of the employees applying to fill the vacancy. However, in case of emergency the department head may fill such openings by appointment upon due notice to the Union.

d) An employee may apply in writing for such position and submit such application to his immediate supervisor.

e) Where the department head determines that a position is to be filled, it shall be filled from among employees who have made such application and who are qualified. The position shall then be filled from among the three (3) most senior qualified employees applying for the vacancy.
11.2 TEMPORARY VACANCIES

a) Temporary job vacancies are defined as job vacancies that may periodically develop in any job classification which do not exceed ten (10) days. Job openings which recur on a regular basis and remain open more than ten (10) days at a time shall not be considered temporary job openings.

b) In the event of temporary job vacancies, and in the absence of an appropriate Civil Service list, seniority shall prevail in the selection of employees to fill temporary vacancies provided they are qualified.

c) Whenever an employee is assigned to fill a temporary vacancy, he shall be paid the minimum wage rate established for the position, or his own rate, whichever is higher.

11.3 TRANSFERS

a) Where transfers are permitted by the department head, employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

b) Employees requesting transfers for reasons other than the elimination of jobs may be transferred to equal or lower-paying job classifications on the basis of seniority, provided a vacancy exists, with the approval of the Civil Service Commission, and also, with the consent of the appointing officers whose departments are affected.

c) Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal pay and classification on the basis of seniority, with the approval of the Civil Service Commission, and also, with the consent of the appointing officers whose departments are affected.

11.4 BUMPING

In accordance with the provisions of Section 80 of the Civil Service Law, a seniority employee who is displaced from his own classification shall have the following bumping rights within his department:

a) He may bump into a job held by another seniority employee with less seniority in the next lower-occupied title in the direct line of promotion, or

b) He may bump another employee with less retention rights who is serving in a position formerly occupied on a permanent basis by the bumping employee.

11.5 PERMANENT EMPLOYEES REDUCED TO TEMPORARY

My employee reduced from permanent to temporary would continue to receive all of the economic fringe benefits.
ARTICLE XII
SETTLEMENT OF DISPUTES

12.1 GRIEVANCE AND ARBITRATION PROCEDURES

a) Any grievance, 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 1: The employee shall submit the grievance orally to the employee's immediate superior and the employee's Union representative within twenty (20) calendar days of the occurrence of the facts giving rise to the grievance, or notice of such facts to the employee, whichever is later.

STEP 2: If a satisfactory settlement or disposition is not made within two (2) working days from the date of the submission of the grievance, the employee and/or the Union may submit the grievance in writing, within five (5) working days thereafter, to the superintendent or superior who shall answer same within five (5) working days. If the answer is a rejection of the grievance, the superintendent or superior shall detail his reasons therefor in writing.

STEP 3: If a satisfactory settlement or disposition is not made within five (5) working days from the date of the written submission of the grievance, the Union may, within ten (10) working days thereafter, submit the grievance with the answer of the superintendent or superior, with any reply thereto, to the department head. The department head shall schedule a meeting to be held not later than ten (10) working days after the date of the receipt of the grievance and any accompanying papers at his office, at which time the Union with or without the employee, is entitled to be present. The department head shall, within five (5) working days thereafter, set forth in writing his answer to the grievance.

STEP 3(A): In the case of a group, policy, or organizational type grievance, the grievance and any accompanying papers shall be submitted directly to the department head by the Union within ten (10) working days of the occurrence of the facts giving rise to the grievance. The department head shall schedule a meeting to be held not later than ten (10) working days after the date of receipt of the grievance and any accompanying papers at which time the Union is entitled to be present. The department head shall, within twenty (20) working days thereafter, set forth in writing his or her answer to the grievance.

STEP 4: If not satisfied with the department head's answer, the Union may, within ten (10) working days after receipt thereof, request that the matter be submitted to the Director of Conciliation of the New York State Public Employment Relations Board, and the selection shall be made in accordance with the Board's Rules of Procedure. The arbitrator shall schedule such hearing within thirty (30) days and 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.

b) The parties intend that this language shall act as an express condition precedent to arbitration. Therefore, the failure of the Union or of an employee to take any of the action authorized by this Section within the time limited therefor shall constitute a waiver of the right to proceed further and shall terminate the proceeding.
12.2 ALTERNATE SELECTION PROCEDURE

In lieu of the procedure for the selection of an arbitrator outlined in 12.1(a), Step 4, and upon the mutual written agreement of the parties, the following procedure shall be utilized:

The parties shall establish a list composed of five (5) mutually acceptable arbitrators. The placement of each name on the list shall be in the order that each was selected. The list shall take effect on the day in which the last arbitrator is mutually agreed upon and the list shall continue in effect for a period of one (1) year from the date the list took effect. During the period this list is in effect, the parties waive any right to select an arbitrator pursuant to 12.1(a), Step 4, and Demands for Arbitration filed within the one (1) year period shall be heard by only those arbitrators contained on the mutually selected list, regardless of whether the list has technically expired.

Should a Demand for Arbitration be submitted following the date the list takes effect, the first arbitrator on the list shall be designated to hear the case. Each subsequent arbitration will be heard by the next arbitrator on the list on a rotation basis.

Should the parties resolve an issue prior to an arbitration hearing, the designated arbitrator in the matter shall be utilized in the next succeeding Arbitration.

12.3 MATTERS RELEVANT TO GRIEVANCE PROCEDURE

a) The department head 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 department head 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) For purposes of definition, "days" shall not include Saturday, Sunday or holidays.

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

g) No arbitrator 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.

h) No arbitrator functioning under the provisions of the grievance procedure shall exceed the remedy mutually agreed to by the City and the Union.

i) The Union shall provide to the Division of Labor Relations a copy of each grievance filed at the time of grievance submission in accordance with this Article.

j) The arbitrator shall have no power or authority to make any decision on any issue that is not submitted before him, nor shall any award of any arbitrator that may do so be binding on the parties.
l) If any employee and or the union acting on his/her behalf submits a grievance pursuant to the provisions of this agreement neither the employee nor the union simultaneously or thereafter make the occurrence which is the subject or the grievance subject of any other proceeding before any other administrative, judicial, or legislative tribunal. Additionally, any matter that is or has been the subject of any proceeding before any administrative, judicial, or legislative tribunal shall not be subject to the provisions of the grievance procedure of this collective bargaining agreement.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

13.1 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 incompetence or misconduct, shown after a hearing upon stated charges.

b) Disciplinary action or measures shall consist of the following:

Reprimand

A fine not to exceed one hundred (100) dollars 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.

c) If the accused is acquitted, he shall be restored to his position with full pay for the 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.

13.2 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 in writing. A copy of the charges shall also be served upon the Union. The answer shall be served upon the department head. 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, within ten (10) days after his time to answer has expired, the department head shall conduct an informal conference upon the charges. At such conference, the accused person shall have the opportunity to be represented by the Union or legal counsel. He may, if he desires, present witnesses in his behalf. The department head shall have the power to dismiss or withdraw the charges if the conference so warrants, or accept a plea of guilty.
c) In the event that the charges are not withdrawn or dismissed after such conference, or if a plea of guilty has not been entered, a formal hearing shall then be held upon the charges before a hearing officer mutually selected by the parties. Such impartial hearing officer shall be deemed to be the person designated by the department head for that purpose within the meaning of Section 75 of the Civil Service Law of the State of New York.

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

e) Upon the said formal hearing, the accused person shall have the right to 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 cost of the mutually selected hearing officer and transcripts shall be borne by the City.

13.3 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 13.1(b).

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 (1) year after the occurrence of the wrongdoing complained of, or its discovery, if later. However, such limitation shall not apply where the wrongdoing complained of would, if proved in a court of appropriate jurisdiction, constitute a crime.

f) Any person believing himself aggrieved by a penalty or punishment of demotion in or dismissal from the service, or suspension without pay, or a fine imposed pursuant to the provisions 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 Supreme 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, in writing, within twenty (20) days after receiving written notice of the determination to be reviewed. In accordance with the provisions of Section 76 of the Civil Service Law, the decision of the Commission shall be final and conclusive and not subject to further review in any court.
ARTICLE XIV
UNION ACTIVITIES ON CITY'S TIME AND PREMISES

14.1 UNION OFFICERS AND REPRESENTATIVES

a) The City agrees that during working hours, on its premises, for reasonable periods of time, and without loss of pay, Union officers or properly designated Union representatives shall be allowed to:

1) Investigate and process grievances

2) Post Union notices

3) Distribute Union literature

4) Solicit Union membership during other employees' non-working time

5) Attend negotiating meetings

6) Transmit communications, authorized by the Local Union, or its officers, to the City or its representatives

7) Consult with the City, its representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of the Agreement

b) The names of employees who are officers, and the names of other Union representatives who may represent employees shall be certified in writing to the City by the Union.

c) Accredited Union representatives shall notify their department head or his designee whenever they wish to attend to Union business on City time.

14.2 GRIEVANCE COMMITTEE

a) The Union Grievance Committee may, upon request, meet with the department head once a month at a mutually convenient time.

b) The Union Grievance Committee shall consist of the Union President, Grievance Committee Chairman, and the Grievance Committee member from the particular department involved.

c) All Grievance Committee meetings, where practical, shall be held during working hours, on the City's premises, and without loss of pay.
ARTICLE XV
AUTO ALLOWANCE AND DECAL

5.1 AUTO ALLOWANCE

Effective July 1, 1996 - Employees who are required to use their personal automobiles on City business shall be compensated at the rate of twelve (12) dollars per day, with a six (6) dollar half-day rate.

Those employees who are required to travel throughout the City on City business shall be reimbursed for any travel expenses incurred when they do not own automobiles or do not use their automobiles. Prior approval of the department head is required for any such travel expenses incurred.

The City shall prepare a list of those employees eligible for this benefit. Circumstances shall this authorized payment be withheld.

15.2 PARKING AND VEHICLE DECAL

a) The City will make every effort to provide an agreed-upon decal.

b) Employees shall be provided parking passes, with a lockout provision, for the Charles R. Turner Parking Ramp. The daily work hours for which parking shall be permitted are 8:00 a.m. to 10:30 a.m. and 1:30 p.m. to 4:30 p.m.

In addition, employees shall be given the option of receiving an all-day parking permit for the Gas Company parking lot, located on West Genessee Street, in lieu of the above-referenced parking passes for the Charles R. Turner Parking Ramp.

ARTICLE XVI
PLEDGE AGAINST DISCRIMINATION AND REPRISAL

a) The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, disability, or political affiliation. 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 to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.
ARTICLE XVII
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. Provided, however, that where a provision of this Agreement specifically replaces such a condition or provision, then the latter shall no longer continue to be applied.

ARTICLE XVIII
OPEN-COMPETITIVE AND PROMOTIONAL EXAMINATIONS

The City hereby waives the right to charge a filing fee of any employee covered by this Agreement who files an application for the purpose of taking a promotional or open-competitive examination.

Employees shall be allowed time off with pay on days they are scheduled to work in order to take open-competitive and promotional examinations given by the Buffalo Civil Service Commission.

ARTICLE XIX
MEDICAL AND DENTAL INSURANCE

19.1 INSURANCE NOTIFICATION

Each employee must notify the Division of Labor Relations of any change in marital and/or dependent status within ten (10) days of the effective date of the change.

19.2 MEDICAL INSURANCE

a) The City will provide to all employees covered under the terms of this agreement a selection of four medical insurance plans. The city will pay 100% of the cost of the two most reasonably priced plans. Employees who elect to enroll in either of the other higher priced plans will be required to pay the difference between the city contribution and the cost of the selected plan.

b) In order to qualify for the above-referenced medical insurance upon retirement, an employee must have at least ten (10) years of service.

c) Employees who select either of the two plans that require an employee contribution will make these contributions on a pre tax basis.

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19.3 PLAN OPTIONS

The following plans will be offered to the employees covered under the terms of this collective bargaining agreement during July 1, 1996-June 30, 1998. In the event of a change in any of the plans or changes in the costs of any or all the plans the city will conduct an open enrollment period. Additionally, no changes in medical insurance will take effect until an open enrollment has been conducted by the city.

1. Blue Cross 60/61 Select Plan
   - In hospital deductible $250.00
   - Major Medical deductible $100/200
   - Rx plan $5/$10
   - Dependents to age 23

2. Independent Health Gold Plan
   - Physician Copays $8.00
   - Rx Plan $3.00
   - Dependents to age 19, 23 if full time student

3. Community Blue I Plan
   - Physician Copays $5.00
   - Rx Plan $3.00
   - Dependents to age 19, 25 if full time student

4. Health Care Plan Premier
   - Physician Copays $5.00
   - Rx Plan $3.00
   - Dependents to age 9, 25 if full time student

19.4 WAIVER OF MEDICAL INSURANCE COVERAGE

Any employee, represented by the Union, entitled to family coverage, as provided above, may elect to waive such coverage if his spouse has 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 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. Those employees choosing to waive coverage shall have their written request placed in their personnel file. All employees waiving coverage (eff. 7/1/96) will receive the sum of sixty (60) dollars per month to be paid by separate check on 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 open enroll said employee into one of the plans 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 coverage and who desires to be reinstated to such coverage as provided in Section 19.3 shall notify the City and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the date of receipt of such notification by the City.
19.5 DUPLICATION OF MEDICAL/DENTAL INSURANCE COVERAGE

The City will not provide dental or hospital and medical insurance coverage, regardless of the type of plan, to any employee, or retiree, whose spouse has comparable or superior insurance coverage as the result of employment in, or retirement from, City service as defined in Article 1. However, should the spouse’s coverage be terminated for any reason, the employee, or retiree, may immediately transfer his coverage to the City and receive full coverage to which he is entitled as a City employee or retiree. Any expense or loss of benefits incurred by the employee or retiree as the result of the transfer of coverage to the City shall be reimbursed by the City to the extent that the employee or retiree would have been covered by the City’s coverage provided that the loss of benefits did not result from a failure by the employee or retiree to notify the City in a timely fashion of his change in status.

19.6 ALTERNATIVE MEDICAL AND DENTAL INSURANCE COVERAGE

The City may seek bids for alternative medical and dental coverage or provide that coverage by self-insurance. All bid specifications or the terms of self-insurance will be submitted to the Union for its approval prior to publication, and such approval will not be unreasonably withheld. Upon receipt of the bids and sufficient notice to the Union, the City may elect alternate medical and dental coverage. Such alternate coverage will pay the full cost of all treatment, services, or other benefits as are now enjoyed under the present plans, and it will not add to the employee’s health costs for medical benefits.

If the savings with the bidding or self-insurance process exceed twenty-five (25) percent of the current total premium, the City shall apply ten (10) percent of these savings to improving health insurance benefits in areas agreed to by both parties.

19.7 ALTERNATIVE DRUG PRESCRIPTION COVERAGE

The Union agrees the City may seek bids for alternate prescription drug 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 drug coverage, subject to the Union’s further prior approval of such prescription drug program coverage.

19.8 DENTAL INSURANCE

The City agrees to continue the current dental plan with the total costs of the plan paid by the City. Additionally, the dental opt-out provisions will also be convened by the sum of $100.00 per year.

19.9 FLEXIBLE SPENDING ACCOUNTS

The city will establish flexible spending accounts for employees covered by the agreement to allow employees to re-direct earned income into a pre-tax account for spending on family needs.
ARTICLE XX
LONGEVITY

a) Each employee who has completed the years of service as set forth in Column I below shall receive in addition to his salary the payment set forth in Column II:

<table>
<thead>
<tr>
<th>COLUMN I</th>
<th>COLUMN II</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Years</td>
<td>$260</td>
</tr>
<tr>
<td>10 Years</td>
<td>$585</td>
</tr>
<tr>
<td>15 Years</td>
<td>$910</td>
</tr>
<tr>
<td>20 Years</td>
<td>$1,235</td>
</tr>
<tr>
<td>25 Years</td>
<td>$1,560</td>
</tr>
</tbody>
</table>

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

1) Only active services rendered in a 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.

2) 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.

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

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

5) 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.

c) Longevity payments shall be made in a lump sum upon the close of the pay period within which the anniversary date of hire occurs.

d) An employee's longevity date shall be affected by all leaves of absence or suspensions without pay. For example, an employee's date of hire is October 1, 1982. If that same employee received a six (6) month leave of absence his longevity date would be adjusted according to the length of the leave. Therefore, his new longevity date is April 1, 1983.

Upon an employee's death in service, the prorated amount of longevity due the employee as of the date of death shall be paid to the employee's estate. This provision shall take effect June 30, 1989.

f) Upon an employee's retirement from service, the prorated amount of longevity due the employee as of the date of retirement shall be paid to the employee. This provision shall take effect January 1, 1992.
ARTICLE XXI
ATTENDANCE AT COMMON COUNCIL PROCEEDINGS

Where matters pertaining to the Union activities are being considered by the Common Council, the Union President or his designee may attend the proceedings before the Council.

Notice shall be given to the department head of such attendance.

ARTICLE XXII
GENERAL PROVISIONS

This Agreement and all provisions herein are subject to all applicable 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 had never been a part of this Agreement.

ARTICLE XXIII
TERMINATION

This Agreement shall be effective as of the first day of July, 1995 and shall remain in full force and effect until the thirtieth day of June, 1998. 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.

This Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE XXIV
PRINTING OF THIS AGREEMENT

The City and Union agree to share in the cost of printing one hundred (100) copies of this Agreement. Distribution and cost shall be apportioned as follows:

City: 25 percent
Union: 75 percent.
ARTICLE XXV
LIFE INSURANCE COVERAGE

The City will provide all employees a group life insurance plan which will provide the following benefits:

- $10,000 - upon the death of the insured
- $10,000 - additional upon the accidental death of the insured
- $3,000 - upon the death of the current spouse of the insured
- $1,000 - upon the death of each dependent child from age fifteen (15) days to nineteen (19) years or to age twenty-three (23) for a full time student

Waiver of premium and conversion privilege.

ARTICLE XXVI
IDENTIFICATION BADGE AND SAFETY EQUIPMENT

The City agrees to issue a badge for identification as any other law enforcement person.

The City of Buffalo will provide the following safety equipment for use, if needed, during working hours. The City of Buffalo will provide twelve (12) of each item listed below for Building Inspectors:

- Safety Hard Hats
- Safety Goggles
- Rain Gear
- Work Boots

It is understood that the City will not replace these items, that they are solely the responsibility of the Union.

ARTICLE XXVII
EFFECTIVENESS AND EFFICIENCY COUNCIL

The City and Union agree to establish a joint Effectiveness and Efficiency Council during the term of this Agreement. The purpose of said Council will be to determine if procedures can be agreed upon for providing to Union members a share of the benefits derived by the City from cost savings or productivity improvements proposed by Union members. Additionally, the parties agree to conduct quarterly production meetings.

ARTICLE XXVIII
DRIVER'S LICENSE REQUIREMENT

An employee required to operate a motor vehicle in the performance of his or her duties shall, upon request, be required to produce the appropriate, valid New York State Driver's License. Each employee shall immediately notify the department head should the employee fail to possess, for any reason, or at any time, a valid New York State Driver's License. Said notification shall be made no later than the next scheduled work day immediately following New York State's notification to the employee.
ARTICLE XXIX
TOOL ALLOWANCE

Effective in the 1995-1996 contract year, the City will provide a maximum annual allowance of fifty ($50) dollars to employees for the purchase, replacement, and repair of any tools needed to perform the duties of their position. Employees shall be paid by separate check on or before June 30th of each year.

ARTICLE XXX
TRAINING

a) The City agrees to provide Twenty Four (24) hours of instruction per year toward certification, and will further agree to allow up to six (6) employees to attend the New York State educational conference. The number of attendees at this conference will be subject to management review in consideration of operational efficiencies and may be modified, however any such modification will be discussed with the union in advance.

b) The City agrees to provide New York State Uniform Code Books to all members of the bargaining unit.

c) The City agrees to provide members of the bargaining unit Lap-top computers and appropriate software and training for their official use in the performance of their duties as city employees.

ARTICLE XXXI
REVIEW OF PERSONAL HISTORY FILE

An employee shall, within fifteen (15) days of a written request to his/her Department, have an opportunity to review his personal history folder in the presence of an appropriate official of the Department. The employee shall be allowed to place in such file a response of reasonable length to any disciplinary actions contained in the file.
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 on this _ day of December, 1999.

FOR THE UNION

REYN F. FITZGERALD
PRESIDENT

RAYMOND E. McGILM
EXECUTIVE VICE-PRESIDENT

COURT PETRUCI
TREASURER

FOR THE CITY

JAMES L. JARVIS, JR., DIRECTOR
DIVISION OF LABOR RELATIONS

EVA M. HASSETT, COMMISSIONER
ADMINISTRATION & FINANCE

ANTHONY M. MASIELLO
MAYOR

APPROVED
AS TO FORM ONLY
2/19/99
Corporation Counsel
APPENDIX A
SALARY AND WAGE SCHEDULE “A”*
1998 - 1999

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This schedule is subject to change, and the salary ordinances of the City of Buffalo shall be the controlling document.

* Steps 1, 3 and 5 only applicable to employees hired prior to January 1, 1981.

APPENDIX B
SALARY AND WAGE SCHEDULE “A”II*
1999 - 2000

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This schedule is subject to change, and the salary ordinances of the City of Buffalo shall be the controlling document.

* Steps 1, 3 and 5 only applicable to employees hired prior to January 1, 1981.

APPENDIX C
SALARY AND WAGE SCHEDULE “A”III*
2000 - 2001

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This schedule is subject to change, and the salary ordinances of the City of Buffalo shall be the controlling document.

* Steps 1, 3 and 5 only applicable to employees hired prior to January 1, 1981.
### APPENDIX D

**LOCAL 2651 JOB TITLES AND SALARY GRADES**

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