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#### Contract Database Metadata Elements

Title: **Buffalo, City of and Buffalo City Employees Unit, AFSCME, AFL-CIO, Local 2651 (2004) (MOA)**

Employer Name: **Buffalo, City of**

Union: **Buffalo City Employees Unit, AFSCME, AFL-CIO**

Local: **2651**

Effective Date: **07/01/2004**

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4

**AGREEMENT**

**BETWEEN**

**THE CITY OF BUFFALO, NEW YORK**

**AND**

**AFSCME LOCAL 2651**

**AFL-CIO**

**JULY 1, 2004 – JUNE 30, 2012**

**AGREEMENT**

**As Regards Article 1.10 – RESIDENCY REQUIREMENT**

**All employees hired after July 1<sup>st</sup>, 2004, must be residents of the City of Buffalo and maintain domicile within city limits as a stipulation of any and all employment.**

**As Regards Article 2.0 SALARIES AND ADJUSTMENTS OF WORK AND HOURS AND CONDITIONS:**

**Add the following sentence to the first paragraph:**

2.1 (a) For the period between July 1, 2004 and June 30, 2007, there will be no retroactive wage increases.

**Under 2.1 (d) add the following 2<sup>nd</sup> paragraph:**

**New Hires – 7 Step Incremental Agreement**

All new employees represented by the Union hired after the ratification of this agreement, shall be hired to positions having a starting salary and seven (7) incremental steps. The incremental steps shall be attained on the members' anniversary date of hire. The member will reach the maximum salary in six (6) years from his (revised) date of hire, which date shall be adjusted for any leaves of absence or suspensions without pay. New employees reach top of grade in seven (7) steps. (currently 5 steps) (First year and second year 60%, third year 65%, fourth year 70%, fifth year 75%, sixth year 85%, seventh year and thereafter 100%.

*SEE SALARY AND WAGE SCHEDULE F "EMPLOYEES HIRED AFTER RATIFICATION"*

**Under 2.1 (d) PLACEMENT OF MEMBERS AT APPROPRIATE STEP - add third paragraph to read:**

All employees shall be placed at the appropriate step effective 7/1/07.

**As Regards Article 2.0 HOURS OF WORK – Add the following language**

**Under 2.2 (g) Amend as follows:**

Any employee who works overtime at the direction of his supervisor shall be granted time off at the rate of time and one-half (1 ½) if such time off is given within the pay period. If the time off is not taken off within the pay period earned, the employee shall be compensated at time and one half (1 ½) for such time to the extent funds have been appropriated to the department for such purposes. If there are not sufficient funds to pay an employee for overtime, then the employee shall receive compensatory time at the rate of time and one half (1 ½)

u

**AGREEMENT**

**Under Article 2.2 (i) HOURS OF WORK – Add the following language:**

**All employees shall be paid (paid or compensatory time as the case may be) at time and one half (1 ½) for all work performed in excess of eight (8) hours in any work day (for i.e., court time), 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. Only employees who have left the shift and are called in to return to work outside the regular shift (i.e., block club meetings) shall be compensated at time and one half (1 ½) and for a minimum of four accrued hours (2.55 worked hours equal 4 accrued hours).**

**As regards Article 4.0 – VACATIONS**

**4.1 ELIGIBILITY AND ALLOWANCES**

Insert Schedule B-3 to reflect terms of vacation accruals for employees hired after the ratification of this contract:

Schedule B-3 to read:

<b>Yrs of Service;</b>	<b>Rate/Mo;</b>	<b>Rate/Yr;</b>	<b>Max Bank Unused Vacation</b>
<b>1-5 yrs;</b>	<b>6 2/3 hrs;</b>	<b>10 day</b>	<b>20 days</b>
<b>6-15 yrs;</b>	<b>10 hrs;</b>	<b>15 days</b>	<b>30 days</b>
<b>16 yrs +;</b>	<b>13 1/3 hrs</b>	<b>20 days</b>	<b>40 days</b>

**Amend 4.1 (e) as follows:**

**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 B1, B2 or B3 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 enrollment listed in Schedules B-1, B-2 or B-3 on the first day of the month following thirty (30) days after the employee's anniversary date.**

AGREEMENT

1

**A As regards Article 5.0 - SICK LEAVE**

**Delete (a) thru (d) and replace with the following: the**

- (a) All current employees shall accrue sick days at the rate of 9.34 hours per month (not to exceed a total of 14 days per year) for the length of their employment.
- (b) Employees hired after the ratification of the collective bargaining agreement shall accrue sick days at the rate of six (6) hours per month (not to exceed a total of 9 days per year) for the length of their employment.

**Regards Article 5.0 – SICK LEAVE**

Replace existing language in Article 5 (g) as follows:

**Members of the collective bargaining unit will be allowed to use 2 hours sick time at beginning or end of their shift; at any other time, they will be required to use sick time in 4 and 8 hour time blocks.**

Add sub-clause (q) to read:

The option to create a sick bank for employees shall exist per MOU hereby referred to as Attachment A.

**As Regards Article 6.0 - LEAVES OF ANSENCE WITH PAY:**

**Under 6.2 (a) Personal Leave**

Delete 6.2(a) in its entirety and replace with the following:

- (a) Effective July 1, 2009 all employees hired prior to the signing of this agreement with three years' service are eligible for five (5) days personal leave.

**Under 6.2(c) -**

Replace last sentence with "such personal leave may be taken in any combination of two (2) hour units."

8

**AGREEMENT**

**As regards Article 6.2 - PERSONAL LEAVE**

Add the following graduated schedule as 6.2 (f)

- (f) All employees hired after the signing of this agreement will be eligible for personal time up to a maximum of three (3) days according to the following graduated schedule:

After one year of service	One (1) day
After two years of service	Two (2) days
After three years of service	Three (3) days

**Personal days shall be credited on the employee's anniversary date.**

**As Regards Article 7.3 – MATERNITY LEAVE – AMEND TO READ MATERNITY/PATERNITY LEAVE**

**Amend (a) and add (b) as follows:**

- (a) Maternity Leaves shall not exceed six (6) months and shall be granted upon the request of an employee and submission of supporting medical documentation. Maternity Leaves, upon the request of the employee and with supporting medical documentation, shall be extended or renewed for an additional period not to exceed six (6) months. The City may temporarily fill any position affected by the medical leave for the duration of the leave request.
- (b) In the case of a new child, by birth or adoption, employees shall be granted upon request, an unpaid Paternity/Maternity leave not to exceed (6) months. The City may temporarily fill any position affected by the Paternity/Maternity Leave for the duration of the leave request.

**As regards Article 8.0 - MILITARY SERVICE**

**Under 8.2 Active Service:**

**Add following to Article 8.2 - Iraq Freedom Military leave agreement (Iraq Freedom) hereby referred to as Attachment B.**

**AGREEMENT**

**As regards Article 9.0 MEDICAL INSURANCE PROVIDED UPON RETIREMENT – Insert the following:**

**Under 9.2 Retirement Benefits**

Medical Insurance Upon Retirement - If an employee has 20 (twenty) years of service, then 100% of the insurance costs shall be paid by the City of Buffalo; If an employee has 15 (fifteen) years of service, then 90% of the insurance costs shall be paid by the City of Buffalo; if an employee has 10 (ten) years, then 80% of the insurance cost shall be paid by the City of Buffalo; Medicare Part B payment by retiree.

**Add Article 9.3 - Senior Care Products**

City may offer, at its option, senior care product for retirees. Surviving spouse shall have the option to buy into City plan for medical and dental at no cost to City. The City of Buffalo will contribute toward the health insurance cost for any retiree who purchases health care coverage outside the area, up to the cost the City would have otherwise contributed for local coverage in Western New York.

**As Regards to Article 10.0 SENORITY**

**Under Article 10.2 PROBATIONARY PERIOD – Amend as follows:**

Every appointment, permanent in character, from an open competitive list, shall be for a probationary term of not less than two (2) months and not more than twelve (12) months, in accordance with the rules of the Municipal Civil Service Commission. No change to eligibility for benefits.

**As regards Article 15.0 – AUTO ALLOWANCE AND DECAL**

**Amend paragraph one as follows:**

**Under 15.1 - eliminate existing language and replace with:**

**Daily Auto allowance shall be increased to \$18/day, effective July 1, 2008.**

## AGREEMENT

### As regards Article 19.0 - MEDICAL AND DENTAL INSURANCE

#### Under 19.2 - MEDICAL INSURANCE

**Under 19.2(b)** Add second paragraph to read:

Option for current employees to select 201 plans at retirement until 6/30/2018 at no cost, then the 204 plan. Future retirees shall be subject to the same payment terms as when they retired.

**Under 19.2(c)** Add the following sentence regarding contributions to health care for New Hires:

Employees hired after the ratification and approval of this contract shall make contributions to the cost of their health care as follows; 25% contribution of cost of monthly premium for single health coverage and 15% of monthly premium for family coverage.

**As Regards Article 19.2 -- MEDICAL INSURANCE -- Add the following:**

Add 19.2 (d) to read that definition of "spouse" for purposes of medical insurance coverage includes "domestic partners".

**Under 19.2 Add the following sub-clause (d) as regards 105(h) Plans for New Hires**

Members of this collective bargaining unit hired after the ratification of this contract will have no 105(H) accounts.

**Add sub-clause (e) to Article 19.2:**

The Union recognizes and agrees that the City may be able to achieve more competitive health care rates by bidding out contracts, so long as the benefit levels are identical to the benefits currently in place, with alternate health care carriers for alternate medical insurance coverage. Upon request, annually, the City agrees that it will meet and confer with the Union regarding proposals that have been received before making any changes to the carrier. The Union may submit a shared-savings proposal and the City will bargain to agreement or impasse on any distribution of cost savings. Failure to agree on a formula for shared savings will be subject to impasse procedures.



**Under Article 19.3 – Plan Options - Delete current language in its entirety and replace with the following:**

*Current Employees Move to 204 Plan:*

**Add sub-clause (a) to read:**

Current employees move to the 204 plan with a 105(H) account funded by 50% of difference between 201 and 204. Plan 201 shall be available to any employee who pays the difference. No 105(H) plan shall be offered in retirement.

**As Regards Article 19.4 – WAIVER OF MEDICAL INSURANCE COVERAGE:**

Eliminate last sentence of paragraph one.

**Insert the following after paragraph one:**

- (a) **An employee waiving single medical coverage shall have his or her written request placed in the employee's personnel file. The employee will receive the sum of sixty (\$60) per month to be paid by separate check on June 30<sup>th</sup> of each year.**
- (b) **An employee waiving family coverage shall have his or her written request placed in the employee's personnel file. The employee will receive the sum of one hundred (\$100) per month to be paid by separate check on June 30<sup>th</sup> of each year.**

**Add the following to paragraph 1 under 19.8 Dental Insurance**

City holds flexibility to bid and name dental insurance provider, provided benefits remain equal or better (same as medical).

**Amend Article 19.8 – As regards Dental Insurance**

**Add second paragraph to read:**

Employees hired after the ratification of the collective bargaining agreement shall be required to contribute five (5%) percent per month towards their dental insurance.

**AGREEMENT**

**As regards Article 20 - LONGEVITY**

**Under 20 (a) add the following paragraph:**

All employees hired after the ratification of the collective bargaining agreement shall have their longevity reduced one hundred (\$100) dollars per step.

**FOR NEW HIRES Add paragraph 3 to reflect the following:**

**As regards Article 29 -- TOOL ALLOWANCE**

Eliminate the existing language and replace with:

Tool Allowance is eliminated for all employees. The City agrees to provide members with tools and safety equipment necessary to perform the duties of their respective positions.

## Appendix A

As regards Article 2.0 – SALARIES AND ADJUSTMENTS, HOURS AND CONDITIONS OF WORK

13

**Article 2.1 (a)**, replace paragraph (a) with the following language to read:

**"There shall be no wage increase for years 2004 thru 6/30/2007"**

**Article 2.1 (b)** Eliminate language in paragraph and replace with the following:

**"Effective 7/1/08 there shall be an increase to the base salary of all members of AFSCME Local 2651 in the amount of \$2250 prior to any other wage increases."**

**Article 2.1 (c)** Eliminate existing language in paragraph and incorporate the following wage increase schedule:

<b>Effective 7/1/07</b>	<b>3% wage increase</b>
<b>Effective 7/1/08</b>	<b>\$2,250 added to base + 3% wage increase</b>
<b>Effective 7/1/09</b>	<b>3% wage increase</b>
<b>Effective 7/1/2010</b>	<b>3% wage increase</b>
<b>Effective 7/1/2011</b>	<b>3% wage increase</b>

## AGREEMENT

14

### As regards LITIGATION:

Union agrees to withdraw all pending lawsuits and grievances **with prejudice.**

1. Wage freeze - See pending
2. IP - Buffalo Fire Department - See G Attachment

### As Regards - DRUG AND ALCOHOL TESTING POLICY

All employees will be subject to drug and alcohol testing per procedure outlined in AFSCME Local 2651 agreement hereby referred to as Attachment C.

### As regards THE MAYOR'S HANDBOOK - Add Article 32.0 Mayor's Handbook

Effective with the ratification of a collective bargaining agreement (henceforth referred to as a CBA) between the City of Buffalo and AFSCME Local 2651, the Mayor's Handbook shall become authenticated, implemented and enforceable with the following applicable exceptions previously agreed upon and attached hereto:

SEE Attachment D.

**AS REGARDS MOA'S:**

15

Incorporate the following MOA's into the respective bargaining agreement respectively:

- (1) Distribution of Overtime-** Eliminate Article 2.2 (j) and replace with Distribution of Overtime MOA.
- (2) Single Carrier Health Insurance Provider-** Eliminate Article 19.3 and replace with Single Carrier Health Insurance Provider MOA. Language regarding 103 (H) shall remain in full force and effect.
- (3) Iraqi Freedom-** Modify Article 8.2 to incorporate Iraqi Freedom MOA.
- (4) Sick Bank-** Add sub-clause (q) to Article 5 to incorporate sick bank MOA.

MEMORANDUM OF AGREEMENT

This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2007 and shall remain in full force and effect until June 30, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least one hundred fifty (15) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the termination date.

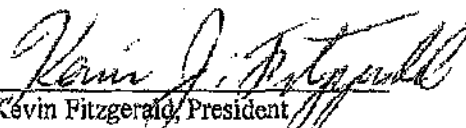
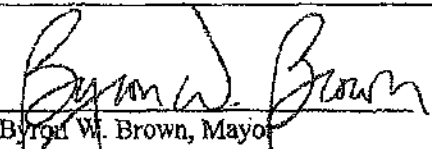
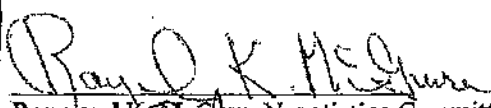
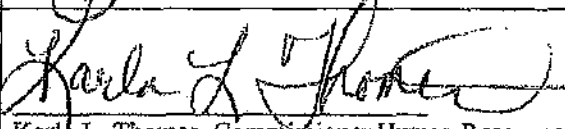
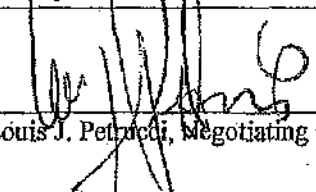
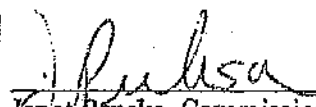
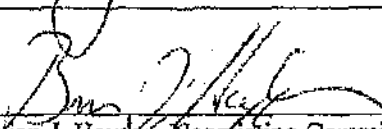
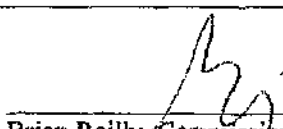
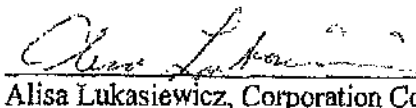
This Agreement shall remain in full force and effect during the period of negotiations.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATION ACTION AND APPROVAL BY THE BUFFALO FISCAL STABILITY AUTHORITY 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 mutually set their hands to this agreement on the 6<sup>th</sup> day of March, 2009.

FOR AFSCME LOCAL 2651, AFL-CIO

FOR THE CITY OF BUFFALO

 Kevin Fitzgerald, President	 Byron W. Brown, Mayor
 Raymond K. McCurn, Negotiating Committee	 Karla L. Thomas, Commissioner Human Resources
 Louis J. Petrucci, Negotiating Committee	 Janet Penska, Commissioner Administration and Finance, Policy and Urban Affairs
 Brian J. Hayden, Negotiating Committee	 Brian Reilly, Commissioner Permits and Inspections,
	 Alisa Lukasiewicz, Corporation Counsel