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#### **Contract Database Metadata Elements**

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Employer Name: **Buffalo, City of**

Union: **International Union of Operating Engineers, AFL-CIO**

Local: **71**

Effective Date: **07/01/95**

Expiration Date: **06/30/98**

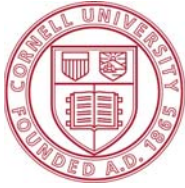
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# **AGREEMENT**

**BETWEEN**

**CITY OF BUFFALO, NEW YORK**

**AND**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 71, AFL-CIO**

**JULY 1, 1995 - JUNE 30, 1998**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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THIS AGREEMENT, entered into this first day of July, 1996, by and between the CITY OF BUFFALO, NEW YORK, a municipal corporation, hereinafter called the "City", and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 71, 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, and
- (B) Requiring the City to negotiate with and enter into written agreements with employee organizations representing public employees who 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 other 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 Mayor of the City of Buffalo has been authorized to execute by the Common Council, pursuant to Common Council Proceeding Item No. 57, of September 17, 1996;

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

## ARTICLE I

### RECOGNITION

#### 1.1 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.

Excluded from the bargaining unit are all part-time, seasonal, and per diem employees.

#### 1.2 DUES AND FEES

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 the 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 by the Comptroller to the Secretary-Treasurer of the Union. These deductions shall continue in effect until a written revocation of the authorization is filed with the Comptroller by the employee.

#### 1.3 AGENCY SHOP

(A) Any present or future employee represented by Local 71 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 employee organization. The Comptroller shall make such deductions and transmit the sum so deducted to such employee organization, provided, however, the employee organization 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 organization in aid of activities or causes only incidentally related to terms and conditions of employment.

(B) The employee organization shall indemnify and hold harmless the City of Buffalo and its officials or employees from any causes of action, claim, loss, or damage incurred as a result of the City's deduction of an agency fee from any employee. The employee organization shall have no right or interest in any agency fee deduction until such collected moneys are actually paid to the employee organization. Upon the forwarding by mail of payment of the agency fee deduction to the last known address of the employee organization, 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 employee organization.

#### 1.4 DISAFFIRMANCE OF RIGHT TO STRIKE

The Union affirms that it does not and will not assert the right to strike or to engage in any other concerted stoppage of work or slow-down by its members against the City, or to assist or participate in any such acts, or 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 EMPLOYEE DEFINED

For the purposes of this Agreement, the term "employee" shall mean, unless otherwise specified, only permanent, probationary, or provisional personnel, or those who have been in the City service on a full-time basis for six (6) consecutive months or more.

#### 1.6 CITY SERVICE DEFINED

For the purposes of this Agreement, the term "City service" shall include service with the Buffalo Board of Education, the Buffalo Municipal Housing Authority, the Buffalo Sewer Authority, and the Buffalo Urban Renewal Agency.

#### 1.7 RESIDENCY

Effective July 1, 1977, the following shall apply:

(A) Any new employee must be a resident of the City of Buffalo at the time of examination and appointment and must continue to be a resident through the lifetime of his employment.

(B) Any present employee may continue residency outside the City of Buffalo and shall be eligible for any promotional examination and subsequent appointment. However, he must become a City resident within six (6) months of the date of the appointment or forfeit such appointment.

(C) Any present employee who now resides in the City must continue City residence.

### 1.8 WORK FORCE REDUCTION

The City will attempt under normal operating circumstances to accomplish any work force reduction by attrition.

### 1.9 JOB IMPROVEMENTS

Both the Union and the City recognize that productivity, improvements, and efficiencies are vital to the interests of the City. Therefore, the right of the City to implement those areas of job improvements not otherwise limited by the provisions of this Agreement is recognized. The City agrees to inform the Union of any proposed developments prior to implementation.

## ARTICLE II

### PLEDGE AGAINST DISCRIMINATION AND COERCION

(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.

## ARTICLE III

### SALARIES AND HOURS OF WORK

#### 3.1 SALARY AND ADJUSTMENT

##### SALARY, THREE YEAR CONTRACT

95/96 0%

96/97 3%

97/98 3%

SALARY UPGRADES, EFFECTIVE 7-1-96, All salaries to be increased by \$225 prior to any percentage increases.

SALARY UPGRADES, EFFECTIVE 7-1-97, All salaries to be increased by \$375 prior to any percentage increases.

(A) Effective July 1, 1996, 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. Schedule A represents a salary increase of 3 percent.

(B) Effective July 1, 1997, 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 3 percent.

(C) All employees hired on or after July 1, 1983 into positions represented by the Union shall have a starting salary and four (4) equal incremental steps. The incremental steps shall be attained on the member's anniversary date of hire. The employee will reach the maximum salary in four (4) years from his date of hire.

(D) The City shall pay all 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 day preceding.

(E) Where an employee represented by the Union requires a special City license before he is entitled to perform any of the services under a given job title, such employee, upon his obtaining such license, shall be paid the maximum salary of the grade in which the job title appears.

### 3.2 HOURS OF WORK

(A) The regular hours of daily work shall be consecutive except for interruptions for lunch periods.

(B) 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 emergencies, no work shift schedule shall be changed unless a five (5) day notice of such change shall have first been posted.

(C) The City shall maintain and make available to all of its employees a daily record showing the time worked by each employee.

(D) All employees shall be paid at time and one-half (1 1/2) for all work performed in excess of forty (40) hours in any work week, eight (8) hours in any work day, and all work performed on holidays recognized in this Agreement.

Excused absence or paid sick leave within a regularly schedule five (5) day work week shall be counted as days worked for the purpose of computation of premium pay.

(E) It is the intent of the City that overtime shall be equally distributed among qualified employees as far as is practicable over the period of this contract.

Overtime work shall be voluntary. However, employees can be expected to work reasonable amounts of overtime when deemed necessary by the department head.

(F) Employees called in to work for other than an extension of their normal working hours shall be entitled to call-in pay for two (2) hours.

(G) According to a Memorandum of Understanding between the City and Union, dated June 30, 1997, effective January 1, 1997 the following titles are entitled to 1/4 hour pay at time and one-half for time actually worked over eight (8) hours in any given day or forty (40) hours in any given work week: Senior First Class Stationary Engineer, Associate Chief Stationary Engineer, Pumping Plant Operator, Chief Pumping Plant Operator, Supervisor of Engineering and Technical Operations (North Americare Park) and Maintenance. Assistant (Water).

(H) Except in cases of emergency, no seasonal, part-time, or per diem employees shall work for overtime without permanent employees first having been offered to work said overtime.

### 3.3 EMPLOYEE NOTIFICATION

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 action 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 days of the effective date of the change.

### 3.4 REPORTING REQUIREMENT

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 the employee's regularly assigned starting time. An employee failing to report an absence as required will be considered absent without leave. An employee who reports for work within one hour of the regularly assigned starting time shall not be considered as having an unreported absence. Such employee shall be considered tardy. The Tardiness Control Procedure is hereby incorporated by reference, and said procedure shall govern employee tardiness (see Appendix D).

The parties recognize that unreported employee absences cause serious operational problems and place an undue burden upon fellow employees. As such, unreported absences may result in disciplinary action.

### 3.5 RATES OF PAY UPON PROMOTION

An employee promoted from one (1) job, in a lower salary grade, to another job, in a higher salary grade, 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 \$250 increase, the employee shall receive the lowest increment in the higher job grade that represents at least a \$250 increase.

### 3.6 NIGHT SHIFT DIFFERENTIAL

The City shall pay a \$.30 per hour night shift differential for hours actually worked by employees whose shift is scheduled to begin between the hours of 2:00 p.m. and 7:00 a.m. EFFECTIVE 7-1-96.

### 3.7 LICENSE RENEWAL FEE

The City agrees to waive the annual license renewal fee for all employees required by the City to hold a particular license to perform their job. For those employees holding a higher-classified license other than the one required by their City position, the employee shall pay the difference between the lower and higher license fee if they wish to renew the higher-classified license.

### 3.8 SPECIAL EMERGENCY OR HOLIDAY

Whenever a special emergency or holiday is declared for the City by proclamation of the Mayor necessitating the closing of City Hall, those employees covered by this agreement required to work shall be compensated in accordance with overtime rates.



ARTICLE IV

LONGEVITY

4.1 YEARS OF SERVICE

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

<u>COLUMN I</u>	<u>COLUMN II</u>
5 to 9 Years	\$ 260
10 to 14 Years	585
15 to 19 Years	910
20 to 24 Years	1,235
25 Years and Over	1,560

4.2 ELIGIBLE SERVICE

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

(A) 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.

(B) 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.

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

(D) Service with any City department or agency is counted, including service with the Board of Education, Municipal Housing Authority, the Sewer Authority, and Urban Renewal Agency.

(E) 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.

(F) An employee holding a provisional or temporary position while on a leave of absence from a permanent position with any City department, agency or authority shall be entitled to longevity.

#### 4.3 PAYMENTS

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

#### 4.4 LONGEVITY DATE

An employee's longevity date shall be affected by all leaves of absence or suspensions without pay which exceed thirty calendar days. For example, an employee's date of hire is October 1, 1982. If that same employee received a six 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.

#### 4.5 PRORATED LONGEVITY

Upon an employee's retirement or death in service, the prorated amount of longevity due the employee as of the date of retirement or death shall be paid to the employee or the employee's estate, whichever is applicable. This provision shall take effect upon Common Council approval of this Agreement, Proceeding No. 57, of September 17, 1996.

## ARTICLE V

### HOLIDAYS RECOGNIZED AND OBSERVED

(A) Each employee shall receive a day's pay on each of the following days, provided that the employee shall have worked on a day either before or after the said holiday:

New Year's Day

Dr. Martin Luther King Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veteran's Day

Thanksgiving Day

Friday After Thanksgiving

Christmas

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

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

(C) Any employee who is required to work on any of the holidays listed above shall be paid at the rate of time and one-half for the hours worked, in addition to his holiday pay.

(D) 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.

## ARTICLE VI

### HEALTH AND LIFE INSURANCE PLANS

#### 6.1 HEALTH INSURANCE

(A) Effective January 1, 1997 the City will provide at no cost to the employee, the two least expensive of the health insurance plans now offered. Any employee exercising the option of choosing one of the more expensive plans, will contribute the difference in premium by payroll deduction.

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

(C) 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 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. Independent Health Encompass  
Physician Copays \$8.00  
Rx Plan \$3.00  
Dependents to age 19, 23 if full time student
2. Community Blue I Plan  
Physician Copays \$5.00/\$10 specialist  
Rx Plan \$3.00  
Dependents to age 19, 25 if full time student
3. Health Care Plan Premier  
Physician Copays \$5.00  
Rx Plan \$3.00  
Dependents to age 19, 25 if full time student
4. Blue Cross 60/61 Select Plan  
Major Medical deductible \$100/200  
Rx plan \$5/\$10  
Dependents to age 23

## 6.8 GROUP LIFE INSURANCE COVERAGE

The City will provide a group life insurance plan for all members covered by this Agreement which contains the following provisions:

\$5,000 - upon the death of the insured

\$5,000 - additional upon the accidental death of the insured

\$2,000 - upon the death of the current spouse of the insured

\$1,000 - upon the death of each dependent child from age seven (7) days to nineteen (19) years

Waiver of premium and conversion privilege

## 6.9 WAITING PERIOD FOR NEW HIRES

Each employee appointed to a position represented by the Union shall be eligible for medical, dental, and life insurance benefits on the first day of the month following six (6) credited months of employment in said position. This waiting period shall not apply to employees transferring from other City departments, agencies or authorities. An employee who has not yet fulfilled his eligibility period as outlined above shall be permitted to participate in group medical, dental and/or life insurance plans provided to employees represented by the Union provided the employee assumes the entire cost of the premium that would have been paid by the City on behalf of the employee.

## ARTICLE VII

### AUTO ALLOWANCE

Effective July 1, 1997 employees who are required to use their personal automobiles on City business shall be reimbursed at the rate of twelve dollars(\$12.00) per day. An employee who utilizes their personal automobile for four (4) hours, or less, shall be reimbursed at the rate of six (6) dollars per day. The purpose of the half day rate is to pay only half day rate in instances of short, intermittent use of the employees personal automobile. When an employee uses his personal auto on a daily basis, as a normal part of his job duties, the half day rate will be applicable when the employee is absent from work on authorized leave for one-half of a work day and works one-half of the day.

ARTICLE VIII

VACATIONS

8.1 INITIAL VACATION ENTITLEMENT

Each employee who shall have been in the employ of the City for one (1) full year shall be eligible for vacation entitlement on the anniversary date of the employee's date of hire.

8.2 SUBSEQUENT VACATION ENTITLEMENT

Employees hired prior to July 1, 1983 shall be eligible for subsequent vacation entitlements at any time after January 1 of the calendar year following his anniversary date. The length of vacation is determined by years of service as follows:

Employees Hired Prior to July 1, 1983

<u>YEARS OF SERVICE</u>	<u>LENGTH OF VACATION (Days)</u>
1 to 4	10
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	23
14	24
15+	25

Those employees represented by the Union and who are hired on or after July 1, 1983, shall receive vacation entitlements in accordance with the following schedule:

Employees Hired on or After July 1, 1983

<u>YEARS OF SERVICE</u>	<u>LENGTH OF VACATION (Days)</u>
1-4	10
5-9	15
10-14	20
15+	25

With the exception of the initial vacation, all vacations shall be considered earned in the calendar year prior to the year the employee becomes eligible.

8.3 ACTIVE PAYROLL REQUIREMENT

Employees must be on the active payroll of the City sometime during the calendar year to become eligible for vacation entitlements for that year.

8.4 NONCUMULATIVE

Vacations are noncumulative and must be taken during the calendar year the employee becomes eligible.

8.5 CREDITED TIME

Vacations are earned in the following manner: Each month 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 one-twelfth (1/12) of his vacation entitlements.

8.6 VACATION ANNIVERSARY DATE

An employee's vacation anniversary date shall be affected by all leaves of absence or suspensions without pay which exceed thirty calendar days. For example, an employee's date of hire is October 1, 1982. If that same employee received a six 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.



## 8.7 ELIGIBLE SERVICE

Service with any City department or agency is counted, including service with the Board of Education, Municipal Housing Authority, the Sewer Authority, EEA Service, and CETA service. All City service, whether continuous or interrupted, is to be counted.

## 8.8 VACATION ENTITLEMENT

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 to the month of January of the calendar year immediately preceding the request. In no case shall the additional vacation entitlement exceed the retroactive period as stated above. Example:

Current Vacation Anniversary Date: January 5, 1981

Revised Vacation Anniversary Date: January 5, 1977

Request Received by Labor Relations on April 5, 1984

<u>Received</u>	<u>Should Receive</u>	<u>Balance Due</u>
1/1/84 10 days	16 + 1 on 1/5/84	7 days

## 8.9 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 payday 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.

#### 8.10 CHOICE OF VACATION PERIOD

Vacations shall be granted for the period requested by the employee subject to 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 as defined in Article 16 section 1, shall be given his choice of vacation period in the event of any conflict. Vacation periods shall be taken each calendar year and shall be Noncumulative.

At the sole discretion of the department head, and under this circumstance only, the use of one-half (1/2) vacation days, between September 15 and May 15, may be permitted. Refusal by the department head to grant such leave shall not be subject to the grievance procedures outlined in Article 19 of the contract.

#### 8.11 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 entitlement. 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.

#### 8.12 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.

#### 8.13 PRORATED VACATIONS

In instances of employees not completing a full twelve (12) month year, the employee's vacation period shall be prorated in accordance with the vacation entitlement chart which appears in this Article.

**8.14 VACATION CARRYOVER**

Vacation carryover means carrying unused vacation entitlement from one (1) year to the next consecutive year. Vacation carryover shall be limited to a maximum of two (2) weeks. The department may allow vacation carryover in the specific instances which follow:

- (A) The department head requesting an employee 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 requesting carryover privileges, provided that such illness or accident is medically verified by the attending physician specifying the nature and dates of disability.
- (C) An employee being injured in the discharge of his duties.
- (D) An employee earning initial vacation entitlement (as in 8.1) after December 1.

**VACATION ENTITLEMENT BASED ON MONTHS OF CREDITED SERVICE**

**COMPLETED MONTHS OF SERVICE**

<u>YEARS OF SERVICE</u>	12	11	10	9	8	7	6	5	4	3	2	1
1 - 4	10	9	8	7	7	6	5	4	3	3	2	1
5	15	14	12	11	10	9	8	6	5	4	2	1
6	16	15	13	12	11	9	8	7	5	4	3	1
7	17	16	14	13	11	10	8	7	6	4	3	1
8	18	16	15	14	12	10	9	7	6	4	3	1
9	19	17	16	14	13	11	10	8	6	5	3	2
10	20	18	17	15	13	12	10	8	7	5	3	2
11	21	19	17	16	14	12	10	9	7	5	3	2
12	22	20	18	17	15	13	11	9	7	6	4	2
13	23	21	19	17	15	13	12	10	8	6	4	2
14	24	22	20	18	16	14	12	10	8	6	4	2
15+	25	23	21	19	17	15	12	10	8	6	4	2

## ARTICLE IX

### 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 June 30, 1986 with less than one (1) year's 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 prior to June 30, 1986 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 of the month next following the completion of each month of service.

(C) All employees hired on or after June 30, 1986 shall earn sick leave at the rate of one-half (1/2) day per month in their first year of employment and one (1) day per month in all subsequent years.

(D) Employees who have been absent from duty without pay for in excess of two (2) working days in a calendar month shall not receive sick leave credit for that month.

(E) 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.

The Mayor's Sick Leave Policy and Procedure is hereby incorporated by reference into this Agreement with the same force and effect as "if more fully set forth".

(F) Accumulated sick leave credits shall be transferred with an employee from one (1) branch of the City service to any other branch thereof.

(G) Each individual absence due to an employee's illness or physical disability is, whenever practicable, to be reported to the employee's department head or designee no later than the beginning of the employee's scheduled work day 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.

(H) Absence from duty for medical, dental, optical, or other physical examination may be charged against accumulated sick leave credits when approved by the department head.

(I) Each employee, other than an employee entitled to benefits under the Workers' Compensation Law, who is injured in the discharge of his duties and is absent from duty by reason thereof, may be allowed by his department head full pay for not to exceed six (6) working months in each year while so disabled.

(J) Each employee entitled to benefits under 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.

(K) When an employee is separated from service for other than disciplinary reasons and is subsequently reinstated or reemployed within one (1) year after 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.

(L) The City agrees that upon retirement or death, any accumulated sick leave up to a limit of one hundred eighty (180) days can be bought back at a rate of forty (40) percent, with the remainder applying to the employee's additional service credit, as per Section 41-j of the New York State Retirement Act.

## ARTICLE X

### LEAVES OF ABSENCE WITH PAY

#### 10.1 JURY DUTY

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

#### 10.2 PERSONAL LEAVE

(A) All permanent employees hired prior to July 1, 1980 shall be entitled to personal leave entitlement.

Personal leave entitlement shall be at the rate of one-half day earned for each month of active service within a fiscal year, and shall be Noncumulative beyond said year. Such personal leave may be taken in advance for the total number of anticipated months in active service within said year. Active service shall mean months on the active payroll as defined in 8.5. Employees who receive excess personal leave entitlement shall repay such excess hours taken in money or time as determined by the department head. All unused personal leave time at the end of the fiscal year shall be added to accumulated sick time.

All full-time annual employees hired on or after July 1, 1980 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.

Personal leave entitlement which is not used by the next succeeding anniversary date will be converted to sick leave.

(B) Personal leave may be used at the employee's discretion, provided that he gives at least forty-eight (48) 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. Personal leave may not be taken in units of less than one-half (1/2) of a working day.

At the sole discretion of the department head, and under this circumstance only, the use of one-half (1/2) personal leave days, between September 15 and May 15, may be permitted. Refusal by the department head to grant such leave shall not be subject to the grievance procedures outlined in Article 19 of the contract.

In cases of emergency which makes the giving of notice impossible, the employee, upon return to work, shall provide his supervisor with an explanation of the emergency, and the supervisor shall have the right to determine the cause as unacceptable for the use of personal leave.

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

### 10.3 UNION LEAVE

Members of the Union may be permitted to attend functions of the Union's International or other subordinate bodies as determined by the department head.

### 10.4 BEREAVEMENT LEAVE

Each permanent employee who is absent from duty on account of death in his immediate family shall receive his established compensation for the period so absent, not exceeding five (5) consecutive calendar days for each such death. This leave shall be Noncumulative and nonchargeable to any other leave. The employee must notify the department head or his designated representative of his need for such leave, and he must also attend the funeral or memorial service. Proof of the relationship to the deceased shall be submitted by the employee upon request of the department head.

The immediate family shall include the spouse, grandparent, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepparents, stepbrothers, stepsisters, stepchildren, grandchildren, or any other relatives of the employee or his wife (husband) residing in the household of the employee. Brother-in-law shall be defined as (a) the brother of one's spouse, (b) the husband of one's sister. Sister-in-law shall be defined as (a) the sister of one's spouse, (b) the wife of one's brother.

All permanent employees will be allowed one (1) day bereavement leave to attend the funeral or memorial service of an aunt, uncle, niece, or nephew.

## 10.5 MILITARY 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 of the State of New York, shall be granted a leave of absence with pay for a period not to exceed thirty (30) days in a calendar year during such service.

## ARTICLE XI

### LEAVES OF ABSENCE WITHOUT PAY

#### 11.1 GENERAL

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

(B) Failure to report for duty immediately following the expiration of a leave of a leave of absence without pay or any extension thereof, of failure to return to work the next work day when absent without leave, shall be deemed the equivalent of a resignation from the service provided, however, registered letters, return receipt requested, are sent to the employee at his last known address and to the Union during said leave and after the expiration of the leave. The letter shall reproduce this Section and indicate to the employee that a failure to return as outlined in this Section constitutes termination from service.

(C) 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.

(D) An employee returning from 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.

An employee who does not obtain a physicians release, and who does not request an extension of the medical leave of absence without pay prior to the day he or she is scheduled to return to work, shall not be permitted to return to work upon the expiration of the leave, and the employee shall be deemed absent without leave.

(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 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.



## 11.2 UNION BUSINESS

Any employee who is elected to a 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 and the consent of the department head, 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 and the consent of the department head. 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 and the consent of the department head. Such leave is not to exceed one (1) month, but shall be renewed upon the written request of the Union and the consent of the department head.

## 11.3 MILITARY LEAVES

Leaves of absence without pay for military service shall be granted in accordance with the provisions of federal and state laws.

ARTICLE XII

UNION ACTIVITIES ON CITY'S TIME AND PREMISES

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

Investigate and process grievances

Post Union notices

Distribute Union literature

Solicit Union membership during other employee's non-working time

Attend negotiating meetings

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

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

(B) Accredited Union representatives shall obtain the consent of their department head or of his designee whenever they wish to attend Union business on City time, which consent shall not be withheld unreasonably.

## ARTICLE XIII

### 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 [1/50] 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 with a maximum of \$20,000) 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, subd. 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.

## ARTICLE XIV

### PROTECTIVE FOOTWEAR

(A) All employees shall receive an annual cash allowance of seventy-five (75) dollars to be used for the purchase, repair and replacement of protective footwear.

(B) The protective footwear allowance shall be issued no later than September 30 of each year. An employee must be on the active payroll on September 30 in order to be eligible to receive said allowance. Employees on Worker' Compensation are considered to be on active payroll for the purpose of this allowance. Employees on leave of absence will have their shoe allowance prorated on a monthly basis.

(C) The City will require employees to use said footwear for the protection and safety of the employee.

(D) If protective footwear is not worn by an employee in the performance of his duties, the following action shall be taken:

(1) Denial of the right to work until such footwear is worn

(2) Subject to further disciplinary action if an employee repeatedly violates City safety policy.

## ARTICLE XV

### TOOL ALLOWANCE

A \$50 tool allowance shall be paid on July 1 of each year to incumbents of the positions of Senior first-class Stationary Engineer, second-class Stationary Engineer, and first-class Stationary Engineer.

Each incumbent who has received the tool allowance payment shall purchase and maintain the necessary tools as indicated by their department head.

Failure to possess required tools shall be considered misconduct, and subject employee to disciplinary proceedings.

## ARTICLE XVI

### SENIORITY

#### 16.1 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. Employees entering the bargaining unit after January 1, 1996, shall have as their seniority date for purposes other than layoff, the date of the first permanent appointment in any job represented within this bargaining unit.

#### 16.2 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.

#### 16.3 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 law, to work in any capacity within one (1) year thereafter, the break in continuous service shall be removed from his record.

#### 16.4 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.

A permanent employee subject to layoff shall be given ten (10) working days' notice prior to such layoff.

#### 16.5 CONSOLIDATION OR ELIMINATION OF JOBS

Where, because of economy, consolidation, or abolition of functions, curtailment of activities, or otherwise, positions in the competitive class are abolished or reduced in rank or salary grade, suspension or demotion, as the case may be, among incumbents holding the same or similar jobs, shall be made in the inverse order of original appointment on a permanent basis in the classified service. Suspension or demotion shall be made from among employees holding the same or similar jobs in the entire department or agency within which such abolition or reduction occurs.

#### 16.6 SHIFT ASSIGNMENT

When future shift and/or building vacancies occur in the Division of Buildings of the Department of Public Works, employees shall have the opportunity to fill such vacancies in accordance with a bidding procedure based on the employee's seniority as defined in the bargaining agreement between the City of Buffalo and I.U.O.E. local 71. In the event that vacancies are not bid upon, they shall be filled in inverse order of seniority.

## ARTICLE XVII

### WORK FORCE CHANGES

#### 17.1 METHOD OF FILLING POSITIONS

(A) The term promotion means the advance of an employee to a higher-paying position along the promotional lines as established by the Municipal Civil Service Commission.

(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 it be determined by the City that a new position or vacancy is to be filled, and lacking the appropriate Civil Service eligible list, the City shall post a notice for ten (10) working days containing the following information: job title, pay rate, and necessary qualifications for the job. Employee selection for said position shall be based on the following: seniority, ability, experience, merit, and skills. However, in cases 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 the head of the department where such position exists.

#### 17.2 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, 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, the consent of the appointing officers whose departments are affected.

### 17.3 BUMPING

When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump within the department, i.e., to replace an employee with less seniority. Such employee may, if he so desires, bump any employee in the same job classification within the department, provided he has greater seniority than the employee whom he bumps.

### 17.4 PERMANENT EMPLOYEES REDUCED TO TEMPORARY

Any permanent employee reduced to temporary shall continue to receive the economic fringe benefits.

## ARTICLE XVIII

### PART-TIME, PER DIEM, AND SEASONAL WORKERS

(A) The City agrees to consult with the Union to obtain a list of names of individuals interested in working as part-time, per diem, or seasonal workers for the City, whenever the City requires their service.

(B) The City shall give first consideration in hiring to those so listed, provided that the City shall have the right to select those names on the list considered by the City to be qualified to perform the available work.

(C) In the event that the City, after careful consideration of the list, does not find individuals considered satisfactory by the City, the City shall have the right to hire any other person.

(D) Any individual whose name appears on the list provided by the Union and who is ultimately hired by the City, shall pay to the Union a monthly fee for each month employed by the City, equal to the amount of monthly Union dues.

## ARTICLE XIX

### SETTLEMENT OF DISPUTES

#### 19.1 GRIEVANCE AND ARBITRATION PROCEDURES

(A) A grievance is defined as a claim that the City has violated one (1) or more of the provisions of this labor Agreement. Any grievance 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 and/or the Union 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 and the Union, whichever is later.

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

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

Step 4: If not satisfied with the Director of Labor Relations answer, the Union may, within ten (10) days after receipt thereof, request that the matter be submitted to an impartial arbitrator to be selected from a list of qualified individuals provided by the Public Employment Relations Board in accordance with the rules and procedures of said Board.

(B) 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.



## 19.2 MATTERS RELEVANT TO GRIEVANCE PROCEDURE

(A) The time limits in the procedure may be extended by mutual agreement, in writing.

(B) Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

(C) 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.

(D) In the case of a group, policy, or organization type grievance, the grievance, and any accompanying papers shall be submitted directly to the department head by the Union within twenty (20) calendar 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) calendar days after the date of the 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) calendar days thereafter, set forth in writing his or her answer to the grievance.

(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) 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.

## ARTICLE XX

### DISCIPLINE AND DISCHARGE

#### 20.1 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, for committing a felony, or any crime involving moral turpitude, or for any act reflecting adversely upon the City or his department, and then, only after a hearing upon stated charges.

(B) Disciplinary action or measures shall consist only of the following:

Reprimand

A fine not to exceed \$100 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

## 20.2 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, which answer shall be served upon the department head. A copy of the charges shall also be served upon the Union. Failure to serve a written answer within the time period provided for herein shall be deemed an admission of the charges. However, 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, 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 by 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 an impartial hearing officer. 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 impartial 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 of 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.

### 20.3 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 20.1(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 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. The decision of the Commission shall be final and conclusive and not subject to further review in any court.

## ARTICLE XXI

### VALIDITY OF 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 XXII

### 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, including the examination, selection, recruitment, hiring, or promotion of employees pursuant to law, the establishment or reclassification, and the allocation and reallocation of new or existing positions in accordance with law, and the disciplining or discharge of employees in accordance with law, and the provisions of this Agreement, are retained by it.

## ARTICLE XXIII

### 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.

ARTICLE XXIV

PRINTING OF AGREEMENT

The parties agree that the cost and distribution of the contract shall be apportioned as follows:

100 copies: Union

40 copies: City

The City agrees to compile, print and provide to the Union one hundred (100) Copies of the full current Agreement within ninety (90) days of legislative approval of the Collective Bargaining Agreement.

ARTICLE XXV

DEFERRED COMPENSATION

The City will provide members of the Union with the opportunity to join the City's Deferred Compensation Plan, pursuant to Section 457 of the Internal Revenue Code.

ARTICLE XXVI

BUILDING ASSIGNMENT

The City shall provide a five (5) day notice to an employee for any change in building assignment, except in cases of emergency as determined by the Department Head.

ARTICLE XXVII

DIRECT DEPOSIT OF PAYROLL CHECK

The employee will have the option to have the City directly deposit his payroll check into the employee's designated account.

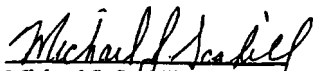
**ARTICLE XXVIII**  
**TERMINATION**

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.

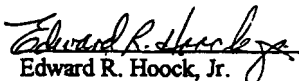
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have set their hands this 6<sup>TH</sup> day of AUGUST, 1997.

FOR INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 71



Michael J. Scatill  
Business Manager



Edward R. Hook, Jr.  
President/Business  
Representative

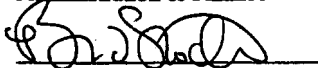
FOR CITY OF BUFFALO



Anthony M. Masiello  
Mayor



Eva M. Hassett  
Commissioner  
Administration & Finance



Brian J. Stocker  
Director  
Division of Labor Relations

APPENDIX A

SALARY AND WAGE SCHEDULE "E"  
1995-1996

<u>SALARY GRADE</u>	<u>SALARY RANGE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>
1E	\$22,437-25,950	\$22,437	\$23,316	\$24,192	\$25,070	\$25,950
2E	23,210-26,910	23,210	24,135	25,061	25,984	26,910
3E	26,180-30,728	26,180	27,316	28,457	29,591	30,728
4E	27,807-33,052	27,807	29,121	30,430	31,742	33,052
5E	29,184-35,000	29,184	30,637	32,090	33,544	35,000
6E	30,422-36,447	30,422	31,929	33,436	34,939	36,477
7E	33,781-40,555	33,781	35,447	37,112	38,803	40,555
8E	43,135-52,017	43,135	45,303	47,476	49,747	52,017
9E						32,760
10E	36,842-43,495	36,842	38,505	40,168	41,831	43,495

\*Steps 1, 3 and 5 only applicable to employees hired prior to July 1, 1994

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

APPENDIX B

SALARY AND WAGE SCHEDULE "E-1"  
1996-1997

<u>SALARY</u> <u>GRADE</u>	<u>SALARY RANGE</u>	<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>
1E	\$23,342-26,960	\$23,342	\$24,247	\$25,150	\$26,054	\$26,960
2E	24,138-27,949	24,138	25,091	26,045	26,995	27,949
3E	27,197-31,882	27,197	28,367	29,542	30,710	31,882
4E	28,873-34,275	28,873	30,226	31,575	32,926	34,275
5E	30,291-36,282	30,291	31,788	33,284	34,782	36,282
6E	31,566-37,772	31,566	33,119	34,671	36,219	37,772
7E	35,026-42,003	35,026	36,742	38,457	40,199	42,003
8E	44,661-53,809	44,661	46,894	49,132	51,471	53,809
9E						33,975
10E	38,179-45,032	38,179	39,892	41,605	43,318	45,032

\*Steps 1, 3 and 5 only applicable to employees hired prior to July 1, 1996

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



APPENDIX C

SALARY AND WAGE SCHEDULE "E-2"  
1997-1998

<u>SALARY GRADE</u>	<u>SALARY RANGE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>
1E	\$24,428-28,155	\$24,428	\$25,361	\$26,290	\$27,222	\$28,155
2E	25,248-29,174	25,248	26,230	27,212	28,191	29,174
3E	28,399-33,224	28,399	29,604	30,815	32,018	33,224
4E	30,125-35,690	30,125	31,519	32,908	34,300	35,690
5E	31,586-37,756	31,586	33,128	34,669	36,212	37,756
6E	32,900-39,292	32,900	34,498	36,097	37,692	39,292
7E	36,463-43,650	36,463	38,231	39,997	41,791	43,650
8E	46,387-55,810	46,387	48,687	50,992	53,402	55,810
9E						35,380
10E	39,711-46,769	39,711	41,475	43,239	45,003	46,769

This Schedule "E" shall become retroactive to July 1, 1997

APPENDIX D

LOCAL 71 JOB TITLES AND SALARY GRADES

<u>JOB TITLE</u>	<u>SALARY GRADE</u>
Assistant Examiner of Stationary Engineers and Steam Boilers	7E
Assistant Pumping Plant Superintendent	7E
Associate Chief Stationary Engineer	4E
Boiler Inspector	5E
Chief Examiner of Stationary Engineers and Steam Boilers	8E
Chief Pumping Plant Engineer	6E
Combustion Inspector	5E
Maintenance Assistant (Water)	2E
Principal Chief Stationary Engineer	7E
Principal Chief Stationary Engineer (Auditorium)	7E
Pumping Plant Operator	5E
Pumping Plant Superintendent	8E
Second-Class Stationary Engineer	1E
Senior First-class Stationary Engineer	3E

These salary grades are subject to change, and the salary ordinance of the City of Buffalo shall be the controlling document.

## APPENDIX E

### TARDINESS CONTROL PROCEDURE

#### PURPOSE

To establish a uniform procedure covering personnel who are tardy for work; also to establish uniform disciplinary measures for those who are guilty of excessive tardiness.

#### GENERAL

(1) For the City of Buffalo to plan production properly and insure a high degree of operating efficiency, it is necessary for employees to be at their place of work at the start of their shift and after normal breaks, as per the employee's union contract.

(2) Disciplinary measures will be applied when the employee has had excessive tardiness.

#### DEFINITIONS

(1) Tardiness is arriving on the job after the scheduled starting time.

(2) Tardiness is also arriving on the job after the employees normal break or lunch time has elapsed.

(3) Tardiness Control Procedure will also pertain to employees leaving work prior to the end of their normal shift.

(4) Excessive tardiness is defined as reporting to the job late or leaving work early four or more times in any thirty-day period.

(5) Tardiness may be excused in cases such as weather factors, or other conditions beyond the employee's control.

## DISCIPLINARY MEASURES FOR EXCESSIVE TARDINESS

- |     |   |   |
|-----|---|---|
| (1) | Tardy four or more times in a thirty-day period   | - Oral Notice - note oral notice in personnel |
| (2) | Tardy four or more additional times in a thirty-day period within six months following an oral notice         | - Written Notice - file                       |
| (3) | Tardy four or more additional times in a thirty-day period within six months following a written notice       | - Two-Day Suspension                          |
| (4) | Tardy four or more additional times in a thirty-day period within six months following a two-day suspension.  | - Five-Day Suspension                         |
| (5) | Tardy four or more additional times in a thirty-day period within six months following a five-day suspension. | - Discharge                                   |

When an employee works six months without being tardy four times in any thirty-day period, his past tardiness shall not count against him.

Measures (1), (2) shall not constitute a reprimand, but rather, advisory notice.

Measures (3), (4), and (5) shall follow the procedures outlined in all discipline and discharge articles which appear in the various collective bargaining agreements.

Employees who develop a pattern of excused tardiness may be subject to disciplinary action, up to and including discharge.

## EXCUSED TARDINESS

Tardiness may be excused in cases such as weather factors or other conditions beyond the employee's control.

Each instance of excused tardiness should be documented in the employee's personnel file. There will be a number of reasons and events which call for an excused tardiness, and department heads/supervisors will be required to have insight and patience when confronted with these cases. Department heads/supervisors should help to change an employee's attitude or help him to cope with the problems causing tardiness.

However, if, after reasonable efforts have been made, and the employee fails to develop a more reasonable work attitude, disciplinary action should commence.

## PROCEDURE: ARRIVING AT WORK AFTER THE START OF THE SCHEDULED SHIFT

The employee will be allowed to start work as soon as he arrives in his unit or function and contacts his immediate supervisor. The immediate supervisor will complete a Tardiness Notice form, which will be forwarded to the department head. The general office in the employee's department will keep an accurate record of all tardiness and will instruct the department head when an employee has violated this Tardiness Control Procedure.

A copy of all Tardiness Notices will be sent to the office of Labor Relations, Absentee Control Unit. Also, a copy of all correspondence or communications to employee concerning tardiness should be sent to the aforementioned office.

All employees are to be treated as a uniform and fair manner when being disciplined for poor attendance. Department heads will administer discipline as soon as practicable. Remember, enforcement of this program is a form of "corrective" discipline.

An employee guilty of being tardy will be docked an equal amount of money from his salary. The attached conversion chart should be used in converting the number of tardy minutes into days.

EXAMPLE

During a pay period, an employee is late for work three times, with seven minutes, three minutes, and ten minutes tardy. Also, the employee took twelve minutes extra for lunch one day.

Add the number of minutes tardy:   7 minutes  
  3 minutes  
   10 minutes  
   12 minutes  
   32 minutes

Use conversion sheet - 32 minutes - .07 days tardy, OR divide:

32 minutes tardy  
480 minutes/day = .0666 (round to the nearest .07)

At the end of the pay period subtract the number of days tardy from the number of days in the pay period:

10.00 Days in Pay Period  
- .07 Days Tardy  
-----  
9.93 Days Worked

Use 9.93 instead of ten days on the payroll. (City payroll will compute the employee's salary).