International Union of Operating Engineers
LOCAL 409, A.F.L.-C.I.O.

MASTER CONTRACT

July 1, 2001 thru June 30, 2010

BETWEEN THE
BOARD OF EDUCATION
OF THE CITY OF BUFFALO
AND
LOCAL 409, A.F.L.-C.I.O.
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This Agreement entered into this 3rd day of January, 2007 by and between the Board of
Education of the City of Buffalo, hereinafter called the “District” and Local 409 International Union
of Operating Engineers, hereinafter referred to as “Union”.

WITNESSETH

WHEREAS, the Union as the exclusive representative of the Engineer-Custodians,
Stationary Engineers of the Board, has all of the rights and privileges granted to it by the said
resolution adopted by the Board on October 11, 1967 and

WHEREAS, the Board and the Union recognize and declare that it is desirable to provide
quality building maintenance with the highest standards of cleanliness, comfort and safety for the
children of the City of Buffalo and

WHEREAS, the Union has affirmed that it does not assert the right to strike against any
government or will not assert the right to strike, to assist or participate in any such strike, or to
impose an obligation to conduct, assist or participate in such a strike:

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

ARTICLE I

Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of
establishing salaries and wages, hours of work and other terms and conditions of employment and
the administration of grievances arising thereunder for the term of this Agreement, pursuant to the
provisions of the Public Employees' Fair Employment Act, along with certain matters of policy for
all of the engineering employees employed by the Board. Further, the Board hereby grants the
Union unchallenged representation status in the below described bargaining units for the maximum
period permitted by law.

ARTICLE II

Bargaining Unit - Job Titles and Salary Grades

<table>
<thead>
<tr>
<th>Grade</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Steam Heating Equipment Worker</td>
</tr>
<tr>
<td>2</td>
<td>Second Class Engineer - Custodian</td>
</tr>
<tr>
<td>3</td>
<td>First Class Engineer - Custodian</td>
</tr>
<tr>
<td>4</td>
<td>Senior Chief Stationary Engineer</td>
</tr>
<tr>
<td>5</td>
<td>Chief Engineer - Custodian</td>
</tr>
<tr>
<td>6</td>
<td>Custodial Inspector</td>
</tr>
</tbody>
</table>
## Salary Schedule

### First Class Engineer Custodian – Grade 3

<table>
<thead>
<tr>
<th>Date</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to July 1, 2007</td>
<td>34,457</td>
<td>35,869</td>
<td>37,279</td>
<td>38,734</td>
<td>40,185</td>
</tr>
<tr>
<td>July 1, 2007 - 2%</td>
<td>35,146</td>
<td>38,025</td>
<td>40,989</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 1, 2008 - 2%</td>
<td>35,849</td>
<td>38,786</td>
<td>41,809</td>
<td></td>
<td></td>
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<tr>
<td>July 1, 2009 - 2%</td>
<td>36,566</td>
<td>39,562</td>
<td>42,645</td>
<td></td>
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</tr>
</tbody>
</table>

### Chief Engineer Custodian – Grade 5

<table>
<thead>
<tr>
<th>Date</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to July 1, 2007</td>
<td>38,790</td>
<td>40,493</td>
<td>42,196</td>
<td>43,900</td>
<td>45,605</td>
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<td>July 1, 2007 - 2%</td>
<td>39,566</td>
<td>43,040</td>
<td>46,517</td>
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<tr>
<td>July 1, 2008 - 2%</td>
<td>40,357</td>
<td>43,901</td>
<td>47,447</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 1, 2009 - 2%</td>
<td>41,164</td>
<td>44,779</td>
<td>48,396</td>
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<td></td>
</tr>
</tbody>
</table>

### Custodial Inspector – Grade 6

<table>
<thead>
<tr>
<th>Date</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to July 1, 2007</td>
<td>42,731</td>
<td>44,592</td>
<td>46,454</td>
<td>48,358</td>
<td>50,257</td>
</tr>
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<td>July 1, 2007 - 2%</td>
<td>43,586</td>
<td>47,383</td>
<td>51,262</td>
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<td></td>
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<tr>
<td>July 1, 2008 - 2%</td>
<td>44,458</td>
<td>48,331</td>
<td>52,287</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 1, 2009 - 2%</td>
<td>45,347</td>
<td>49,298</td>
<td>53,333</td>
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<td></td>
</tr>
</tbody>
</table>

[NOTE: Grades 1, 2, 3, 4, 5 and 6 were formerly grade 7, 10, 12A, 13, 15A and 17 respectively.]

Bargaining Unit Job Titles & Salary Grades reflected in the salary schedule above are as follows:

- For the July 1, 2001-2001 fiscal year 0%
- For the July 1, 2002-2003 fiscal year 0%
- For the July 1, 2003-2004 fiscal year 0%
- For the July 1, 2004-2005 fiscal year 0%
- For the July 1, 2005-2006 fiscal year 0%
- For the July 1, 2006-2007 school year

  *Effective upon final approval of the collective bargaining agreement by the Buffalo Fiscal Stability Authority (BFSA), there will be a $5,000 across the board base salary increase.*

- For the 2007-2008 fiscal year – Effective July 1, 2007 – 2%
- For the 2008-2009 fiscal year – Effective July 1, 2008 – 2%
- For the 2009-2010 fiscal year – Effective July 1, 2009 – 2%
B. Wages

- It is understood and agreed that when the BFSA lifts the current wage freeze, employees will remain on the step they are currently frozen.

- Effective July 1, 2007, employees not on the highest salary step will move up one salary step from their current placement and will continue to advance on a yearly basis until they reach the top step.

- Effective July 1, 2007, the parties agree that it will eliminate the current second and fourth salary steps.

- New salary schedule effective July 1, 2007.

C. Longevity

Effective upon final approval of the Agreement by the Buffalo Fiscal Stability Authority, employees will be placed on their correct longevity rate as measured from their original Civil Service appointment. (See Article X)

ARTICLE III

Experience Credit Upon Employment

All Civil Service engineering personnel appointed from open competitive lists may be credited with up to five years of experience in the determination of initial salary and immediately upon attainment of permanent status.

Experience credit is allowable only for full time satisfactory and comparable service within the ten-year period immediately preceding appointment. Terms of service which amount to less than one year with a given organization may be disallowed. Employment on a part-time, self-employed, or commissioned basis and employment carried on at home are not creditable.

Each employee is responsible for having former employers certify his prior service directly to the Department of Human Resources.

ARTICLE IV

Membership Dues

(a) The District shall deduct union membership dues each pay period from the wages of Civil Service employees covered by this Agreement who have filed with the Board appropriate written and individually signed authorization cards. The necessary authorization forms shall be provided by the Union.
The amount to be deducted from each employee’s wages shall be certified by the Union. These deductions shall continue in effect for the life of the Agreement, or until a written revocation of the authorization is filed by such employee with the District by registered mail and a duplicate copy thereof has also been served upon the Union by registered mail.

(b) Payroll deductions of union dues under the properly executed authorizations, “Payroll Deduction of Union Dues” forms, shall become effective at the time the form is signed by the employee and shall be deducted in the next payroll period thereafter from the pay of the employee.

(c) The aggregate total of all such deductions together with a list of those employees from whose wages membership dues has been deducted shall be remitted to the Union Financial Secretary on a bi-weekly basis.

(d) Any change in the amount of union dues to be deducted shall be certified by the Union in writing and be forwarded to the District by registered mail.

Agency Fee Deductions

Any present or future employee represented by the Union who is not a Union member and who does not make application for membership shall have deducted from his/her wage or salary the amount equivalent to the dues levied by such Union. The District shall make such deductions and transmit the sum so deducted to said Union, provided, however, the Union has established and maintained a procedure providing for the refund to any employee demanding the return of any part of any agency shop fee deduction which represents the employee’s pro-rata share of expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment.

For the purpose of this Article, the term “employee” shall mean permanent, probationary, provisional or temporary personnel.

The Union shall indemnify and hold harmless the District and its officials or employees from any causes of action, claim, loss or damage incurred as a result of the employer’s deduction of any agency shop fee from any employee. The Union shall have no right or interest in any agency shop deduction until such collected monies are actually paid to the Union. Upon the forwarding by mail of payment of the agency shop deduction to the last known address of the Union, the District shall be relieved from all liabilities to deduct such fees and deliver such deductions to the Union.

ARTICLE V

Fair Practices

A. If a new position is created during the life of this Agreement, the inclusion of said position shall be determined by mutual agreement of the parties.

B. The Union agrees to maintain its eligibility to represent all engineering and custodial personnel by continuing to admit persons to membership without discrimination on the basis of race creed,
color, national origin, sex or marital status, and to represent equally all employees without regard to
membership or participation in, or association with the activities of any employee organization.

C. The District agrees to continue its policy of nondiscrimination against any employee on the basis
of race, creed, color, national origin, sex, marital status or membership or participation in, or
association with the activities of any employee organization.

ARTICLE VI

Definitions

A. "District" means the City School District of the City of Buffalo and applies to all persons
(e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board
of Education) properly authorized to act on behalf of the District.

B. "Board" means the Board of Education of the District and applies only when it is intended
that the Board itself shall act or refrain from action.

C. "Superintendent of Schools" means the person appointed by the Board to serve on a regular
or acting basis as the chief administrator.

D. "Union" means Local 409 and applies to all persons (e.g., the President of the Union and
other officers) and bodies (e.g., the Executive Committee) properly authorized to act on
behalf of the Union.

E. "Employee" means a person in a position included in the unit described in Article II of this
Agreement.

F. "Party" means the District or the Association.

G. "Parties" means the District and the Association.

H. "Agreement" means this Agreement, all appendices referred to in this Agreement, Letters of
Understanding and all amendments to this Agreement.

I. "Amendment" means a change in the provisions of this Agreement made during its term by
mutual consent of the parties.

J. "Day School Services" shall mean those custodial services required to keep school buildings
open, safe, clean, heated and operating on school days and all other workdays between the
hours of 7:00 a.m. and 5:00 p.m. for the Early Schedule Schools: 7:30 a.m. and 5:30 p.m. for
the Middle Schedule Schools, and 8:00 a.m. and 6:00 p.m. for the Late Schedule Schools
unless otherwise specified.

Included are such services as are required prior to day school sessions in order to have the
school buildings heated, cleaned, and otherwise ready for use at the time of such day school
sessions, and such further cleaning and other services as are required as a result of day school
sessions.

Engineer and Custodial overtime will be minimized except in cases where the facility is open
to the general public for a non-District sponsored activity or where the C.E.C. (Custodial
Engineer Contract) staffing does not allow for the flexibility required without a diminishment
of “Day School Services”. It is recognized and agreed by the parties that the aforementioned
conditions are without prejudice or precedent to any of the other terms and conditions as set
forth in this Agreement or the F.L.S.A.

K. Whenever the word “required” or “requirements” shall appear in relation to the performance
of custodial duties, such word shall be reasonably interpreted by the Associate
Superintendent of Plant Services and School Planning or the Director of School Plant
Operations in light of the requirements of cleanliness, heating, and other services in
accordance with the Rules and Regulations of the Custodial Force and other official
directives of the Board of Education of the City of Buffalo relating to custodial functions
presently in existence or to be promulgated in the future.

L. “Extra Activities” shall mean those activities specifically authorized by the Board, but not
included in the definition of “Day School Services” hereinabove defined in (J) of this Article.

ARTICLE VII

Rights of the Parties

A. The Associate Superintendent of Plant Services and School Planning and representatives of
the Union shall meet on request with advance notice to discuss matters relating to the
implementation of this Agreement, and other matters of concern. If the Associate
Superintendent of Plant Services and School Planning is not available he shall designate his
representative or, if the Union prefers, the meeting shall be rescheduled for the earliest date
on which he is available.

B. The Principal of each school and the Engineer—Custodian or the Stationary Engineer of that
building shall confer periodically to discuss mutual problems in the operation of their
building.

Periodically for the purposes of this section shall be at least once each month during the
school year. Mutual problems shall be defined as those which impact directly on the school’s
ability to provide the proper environment for learning. Problems may include but are not
limited to: unresolved work requisitions, building committee concerns, vandalism both in
and outside the building, safety issues, security issues and any new construction or major
renovation(s) that may impact services. These meetings shall be scheduled at the discretion
of the Principal and shall ordinarily not exceed one (1) hour in length. The Engineer
Custodian and/or the Stationary Engineer shall not refuse to meet with the Principal at any
time except in cases where illness, personal leave, vacation or the needs of the building cause
a conflict or hardship.
C. The District shall make available to the Union, upon request, any and all information, statistics and records relevant to negotiations, or necessary for the proper administration or enforcement of this Agreement.

D. Whenever the Board is considering a proposed School Budget, it will give notice to the Union and will give the Union the opportunity to meet with either the Board or such other representatives as the Board may select to discuss and give advice regarding the proposed budget as it pertains to the provisions of this Agreement.

E. The President of the Union or his representative shall be allowed to visit schools, to investigate working conditions, engineering or custodial employee complaints, problems, or for other purposes relating to Union affairs, provided that such absence from his school will not impair or affect the efficient operations and maintenance of his school and that the Division of Plant Services and School Planning be notified of such absence. When such activities cannot be performed other than during school hours, the President or his representative shall be given such time upon the approval of the Superintendent or his representative. Upon the arrival of the President or his representative at a school, he shall report his presence to the Principal of the school or to his representative and shall confer with the Principal, if necessary, in order to facilitate the purpose of the visit. The Union and its officers recognize and agree that this privilege should not be abused.

F. Whenever representatives of the Union are mutually scheduled by the parties to participate during working hours in conferences meetings, or in negotiations, they shall suffer no loss in pay. It is understood and agreed, however, that the District shall not be obligated to pay the salaries of more than three (3) representatives of the Union for each such session. Negotiations shall, whenever practicable, be scheduled during normal business hours.

G. There shall be two (2) seats reserved for the Union at School Board meetings when there is business pertaining to the Union on the agenda. Union representative present at Board meetings held during regular business hours will receive full pay as per present Board policy.

H. Upon request made to the Board Office no later than 12:00 noon the Tuesday preceding a Board meeting, the Union shall be given an early place on the agenda of that regular meeting.

I. The Union shall be notified of any anticipated federal and state programs which impact members of the bargaining unit, and the District shall negotiate with the Union the effect of such programs on the operation of the building(s) affected. Any agreement entered into by the parties as the result of such negotiations shall terminate upon expiration of the relevant federal or state program.

J. The Union shall have the right to use school buildings, facilities and equipment, pursuant to existing practices and policies, provided that such use shall not interfere with the regular school program and provided that when any meeting is held in the evening and special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms just before the commencement of the school day, nor until the end of day school services.
K. School building facilities, classrooms, gyms, shops, swimming pools, shall not be used for any reason other than the instruction of students after day school services without written permission of the Superintendent of Schools.

L. If an engineering employee is disciplined by his supervisor for any infraction of rules or delinquency in the performance of duties, such employee shall have the right to discuss the matter further with his supervisor, and if such employee determines it necessary, he may have a representative of the Union present at such discussion.

M. In those instances where engineering employees are covered by Section 75 of the Civil Service Law, such employees shall not be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the provisions of Section 75 of the Civil Service Law. No official written reprimand shall be placed in an Engineer—Custodian’s or Stationary Engineer’s personnel file without his knowledge and an opportunity to make a written statement in response. A copy of the reprimand will be furnished to the employee involved.

N. **Discipline and Discharge**

   In the event that the Board initiates disciplinary proceedings against any permanent competitive Civil Service employee covered by this agreement, the employee so affected shall, within ten (10) days of having been served two (2) copies of the disciplinary charges and specifications against him, elect, in writing, on a form provided by the Board, one of the two following options he wishes to utilize in defending himself against said disciplinary action.

   The two (2) options available to him shall be either, (1) the full and complete provisions specified in Section 75 and 76 of the Civil Service Law, or (2) the utilization of the binding arbitration provision provided for in the Grievance Procedure of this Agreement.

   If said employee chooses option 2, and, it is found by a court of competent jurisdiction to be invalid, then option 2 shall become null and void unless said option is approved by an act of the state legislature.

   The disciplinary action that may be taken under either of these options shall consist of those actions or measures provided for in Section 75 of the Civil Service Law. Any employee against whom disciplinary charges are brought may only be suspended for the period provided in Section 75 of the Civil Service Law. No employee shall be disciplined for alleged incompetency or misconduct which occurred more than eighteen (18) months prior to the serving of the disciplinary charges and specifications.

   If an arbitrator finds that an employee has been unjustly suspended or discharged, he shall reinstate said employee and said employee shall be reinstated with no loss of income for
all lost time and with full restoration of all other rights and conditions of employment, as the
arbitrator may determine or as determined after a final arbitration hearing.

The Board shall furnish a copy of the transcript of the hearing to the Union.

O. If any engineering employee is sued as a result of any action taken by said employee while
acting in the discharge of his duties within the scope of his employment, the Board will, upon
written request, provide legal counsel through the Office of the Corporation Counsel and
render all necessary assistance to such employee in his defense. The employee shall notify
the Superintendent of Schools of such action within ten (10) days after the action is brought
against him. In the event action is submitted to the Board concerning said employee, the
employee will be notified by the Superintendent’s office.

Nothing herein contained shall restrict the right of the employee to retain his own counsel in
such matter, but in such event, the Board shall not be obligated to pay the fee and expenses
for outside counsel retained by the employee.

P. The Board shall make every effort to provide, where not now provided:

1. A room suitable as an office for Engineer—Custodians and Stationary Engineers and a
washroom and locker room for male and female employees.

2. A telephone extension or separate telephone in an appropriate place adjacent to or in the
boiler room of all schools to be used for official school business only. The separate
phones shall be determined by the needs of the building.

3. Equipment and supplies deemed necessary by the District for the efficient maintenance of
the buildings except outdoor power-driven equipment. Any disputes arising under this
subparagraph shall be referred to the Labor Management Committee for resolution.

Q. Engineer—Custodians shall be responsible for their assigned buildings 24 hours daily, seven
days a week. In the event of an emergency call-in, they will not be eligible for additional
overtime compensation unless their presence is required for more than one hour. If a
particular emergency call-in lasts greater than one hour and the engineer is required to work
by the Plant Department, all hours directed to be worked will be compensated at the
appropriate overtime rate.

If additional units are required for any emergency, all overtime including that of the
Engineer—Custodian shall start at the time the employee reports for duty. The Director of
School Plant Operations shall be called and informed of the emergency and help allotment
will be determined by agreement with him and the Engineer—Custodian. In no event will
the Director of School Plant Operations deny additional units without an investigation by
himself or by his representative.
Overtime rates for such emergency service shall be determined at 1.5 of an employee’s hourly rate from Monday through Friday and 1.6 of the employee’s hourly rate on Saturday and Sunday or any Holiday as specified in Article IX, Paragraph C of this Agreement.

R. Cases of assault upon employees covered by this Agreement shall be promptly reported as follows:

If upon a competitive Civil Service employee – to his Building Principal and to the Director of School Plant Operations.

Upon his request, legal counseling shall be provided to the employee through the Office of the Corporation Counsel in connection with the handling of the incident with law enforcement and judicial authorities.

S. Management Rights

The Union recognizes that the District retains any and all rights in it by law, and further recognizes that the District shall continue exercising those rights, as well as any and all rights which may hereafter be vested in the District by law, including, but not limited to, the following rights except as this Agreement expressly provides otherwise: to select, hire and promote employees; to determine the necessity for filling a vacancy; to create new jobs and classifications and to abolish any job or classification; to demote, suspend, discharge and discipline employees; to train employees and require their participation in training programs; to assign, supervise and direct employees in their work; to determine the work to be done; to lay off employees and to adjust the size of the working force; and to make reasonable rules for the conduct of the work and the maintenance of safety, order, discipline, efficiency and the protection of property.

ARTICLE VIII

Seniority-Lateral Transfer Procedure

In the event that a vacancy occurs in a school building which must be staffed by an Engineer—Custodian, the following rules and procedure shall be followed:

A. For the purposes of this Article, each of the following Engineer—Custodian job titles shall be considered a separate entity:

1. Chief Engineer—Custodian
2. First Class Engineer—Custodian
3. Second Class Engineer—Custodian

An Engineer—Custodian in these job titles must hold a license required by the City of Buffalo under Article X of Chapter VI of the City Ordinances.

B. Lateral transfers within each of the above job titles shall be accomplished on the basis of length of service within a given job title as an employee of the Board.
C. The following bidding procedure shall be observed in assigning an Engineer—Custodian to another school building:

1. Each Engineer—Custodian on the job title mandated for the school where the vacancy exists shall be sent a copy of the Unit Service Allowance Compensation “Contract” for such school subject to bidding and an attached vacancy announcement letter containing a section for indicating their interest in the vacancy (Bid Form).

2. Such Engineer—Custodians shall have five (5) working days from the date of issuance to return their acceptance or rejection of the Bid Form, in writing, to the Director of School Plant Operations.

3. Lateral transfer assignments and the resulting awarding of a school “Contract” will be made on the basis of length of job title service as defined hereinabove, except that the Associate Superintendent of Plant Services and School Planning shall have the right of choice in accordance with present policy. However, any Engineer—Custodian with the greatest length of job title service who bid for, but was not given the assignment, shall be so advised.

4. The President of the Union shall be informed, in writing, of all school bids and shall be informed of any assignments made as a result of the bids sent out.

5. The Director of School Plant Operations shall personally notify the successful bidder of his award of said school within ten (10) days of the closing of the bidding period. The successful bidder will be assigned to the school he has bid on when all school which were subsequently opened for bid and successfully bid on are established. Each open school shall be processed as quickly as possible.

6. A successful bidder for such a school vacancy shall accept the “Contract” for said school for a period of not less than one (1) year from day of notification and will not be eligible to bid on another school vacancy within that period except that all Engineer—Custodians in the mandated job title may bid on a new position created by new construction ready for assignment or for a vacancy resulting from death. This bidding opportunity will be once per new construction; thereafter, the regular bidding procedure will be followed.

“The one year minimum assignment can be waived if a school which has been put out for bid has not been bid for, if an engineer has requested assignment to that school and if the waiver has the approval of the Associate Superintendent for Plant Services and School Planning.”

However, in the event of a new construction on the same or adjoining site which provides that the existing building shall be closed or demolished in conjunction with the erection of a new building and such new building is to be a replacement for the existing building, the Engineer—Custodian of the existing building shall retain his assignment to the new building and all other new construction shall be bid as per present policy. However, the Engineer—Custodian retaining such assignment shall do so provided that he possesses the qualifications necessary for the new position and that the size of the new building is not less than 75% of the existing building.
the engineer’s license appropriate to the City of Buffalo Ordinance license requirements for such building and is reachable on an eligible list established for the job title applicable to the situation.

7. Engineer—Custodians appointed from eligible lists shall be assigned to whatever school in which there is a vacancy and the one (1) year provision for bidding on this school vacancy will not be in effect. However, no appointments from eligible lists shall be made until existing school vacancies have been made subject to this bidding procedure.

8. An engineering or custodial employee promoted as the result of a competitive Civil Service examination shall have the right to revert back to his prior job classification in accordance with Civil Service Law. In such event, he shall be placed back on the "seniority list" in accordance with his prior job title service supplemented by the time served in his promoted position and he shall be eligible to bid on the next school vacancy in his original job title.

9. Credit for military service entered upon voluntarily shall be held to one (1) enlistment and such time shall be creditable to his length of job title service.

D. Seniority Lay-off Procedure

In the event that it becomes necessary to layoff one (1) or more bargaining unit members as a result of a reduction in force or school closings, the following method shall be followed:

1. This procedure gives the person laid off, job title seniority rights to the position from which he was displaced for a period of twenty-four (24) months.

2. Should the person so displaced return before the end of the twenty-four (24) month period, he shall return to his last job title and school location assignment.

3. At the end of the twenty-four (24) month period the school location to which he was assigned shall be posted for bidding in accordance with the procedure specified in Section C of the Lateral Transfer Procedure hereinafter.

4. That the person laid off would continue to accumulate job title seniority until such time as he receives written notice to return and fails to, but in no event shall such accumulation exceed the time span of the applicable preferred eligibility list as determined by the Buffalo Municipal Civil Service Commission.

5. In the event that two or more positions are abolished simultaneously in the same job title, the unit member with the most job title seniority will have the choice of school location assignment of those available.

E. The District shall make every effort to adjust appointments with school closings or staff reduction, so that no members of this bargaining unit, who have permanent Civil Service status, shall be displaced.
ARTICLE IX

Wages, Hours of Attendance and Working Conditions

A. An Engineer—Custodian or Stationary Engineer shall be in attendance at his assigned school for day school services on weekdays, except at such times when official permission has been granted for him to leave his building. They shall be granted permission to leave their building on pay days to attend to necessary banking and payroll business. The Principal or his representative shall be notified of all departures and returns by the Engineer—Custodian or Stationary Engineer during work hours. Whenever the Engineer—Custodian or Stationary Engineer is required to be absent from his building for any reason, a member of his custodial staff shall be on duty to secure the building at the close of the normal day school service or at the close of an extra activity programs.

B. All overtime rates presently in effect will apply to all hours in excess of 40 hours for all engineering personnel.

These rates are:

1.5 times the basic hourly rate after the first eight (8) hours of work on any normal school day.

1.6 times the basic hourly rate on any Saturday, Sunday or holiday when there is any scheduled extra activity according to present Board Policy.

Emergency call-in time will be as defined in Paragraph Q of Article VII.

C. Where Service Units are a requirement for service beyond a 40 hour week, or for service necessary for holiday service, the following shall apply:

1.5 times the basic hourly rate after the first eight (8) hours of work on any normal school day.

1.6 times the basic hourly rate on any Saturday, Sunday or holiday when there is any scheduled extra activity.

Holidays to be included in this agreement are as follows:


However, should a licensed H.V.A.C. Unit or a Custodial H.V.A.C. Unit be required, subject to District approval, on Christmas Day, New Year’s Day, or Easter Day which occurs on a Saturday or Sunday, the unit rate will be twice the basic hourly unit service rate.
D. An Engineer—Custodian or Stationary Engineer shall be required to be present for extra activities conducted after normal school day and on Saturdays, Sundays or any holiday. In the event of his absence during such activities, he shall provide his own substitute of at least equal license rating and notify the Director of School Plant operations. If the Engineer—Custodian or Stationary Engineer is unable to provide a substitute during his absence, he will request the Director of School Plant Operations to provide a substitute.

E. Civil Service engineering employees, including temporary and probationary employees, shall be entitled to regular pay for all days when school is closed. Illness or short term leaves with pay spanning such days when schools are closed shall not be a basis for denying the employee his pay for such days. There shall be no loss of sick time benefits for these days, provided the employee has sick leave credits on the day prior to the holiday.

F. Recommendations will be sought from the Union regarding the determination of the help and area allowances for any new building constructed or any new addition to any existing building.

The District will make every effort to supply the building engineer of record a copy of all “Spec sheets” and “blue prints” regarding renovations or new construction affecting their location, which documents shall be properly stored and shall remain in the building.

G. Engineer—Custodians’ responsibilities shall be as defined in the Engineer—Custodians’ Log Book provided in every school building by the Board. The Union reserves the right to review this Log Book upon request to the Associate Superintendent of Plant Services and School Planning to recommend any additions or deletions as may be necessary for a more harmonious operation of the school buildings under this Agreement.

The District will provide to each Engineer, a log book it chooses for the purpose of maintaining a working record of activities conducted or occurring in a school or building maintained by each Engineer. The logs will be kept in a manner prescribed by the Plant Department and available to the District upon request.

H. The installation of vending machines in any school building shall be limited to an authorized area. This area shall be determined by the Associate Superintendent of Plant Services and School Planning. Engineer—Custodians shall not be responsible for the servicing, operating or maintenance of any vending machine.

I. Engineer—Custodians, Stationary Engineers or any member of their staff shall not be expected to perform duties outside their area of responsibility.

J. The provisions of the Save Harmless Law including but not limited to Public Officers Law Section 18 shall apply to all employees and they shall be informed by the Board of their rights and obligations under this law.

K. Engineer—Custodians and Stationary Engineers shall make every effort to have their buildings open and ready for use on every scheduled school day.
L. If due to abnormal weather and building conditions an Engineer—Custodian or a Stationary Engineer cannot keep his building at proper temperatures, he may supplement his regular custodial heating equipment unit allotment with additional units. This unit supplement shall be granted only on approval of the Director of School Plant Operations in the same manner as provided in Article VII, Paragraph Q.

M. Mileage reimbursement for the approved use of personal vehicles on Board business, the mileage allowance shall be at the rate of forty-five cents ($0.45) per mile, effective the first of the month this agreement is ratified and/or approved by all parties.

N. No employee shall be required to transport a pupil in a personal automobile, provided that when an employee is requested and agrees to transport pupil, the Board will assume all liability in connection therewith.

O. Each Engineer—Custodian or Senior Chief Engineer shall have a designated parking space on or near the boiler room area.

P. The Supplemental Memorandum of Agreement regarding the Lighted Schoolhouse Programs agreed upon on June 23, 1975, is by this reference included in this Agreement.

Q. Interference with Duties: The Board will not direct building administrators or teaching personnel to interfere with the Engineer—Custodian or his staff in the performance of their duties.

R. Engineer-Custodians shall make such minor repairs to their buildings and equipment as determined to be required by the Associate Superintendent of the Plant Division or Director of School Plant Operations. This section incorporates the MOU regarding Minor Repairs entered into by the parties on or about June 23, 1987.

S. All paid holidays, vacation days, sick leave and personal leave days, days while on jury duty or required court attendance, as well as other paid leave, shall be considered time worked for overtime purposes.

T. Unit Service Agreement

The Parties agree to the following increases:

- Effective 7/1/01 0%
- Effective 7/1/02 0%
- Effective 7/1/03 0%
- Effective 7/1/04 0%
- Effective 7/1/05 0%
- For 2006-2007 2% Effective upon final approval of the Agreement by the BFSA
- Effective 7/1/07 2.5%
- Effective 7/1/08 2.5%
- Effective 7/1/09 3%
- Effective 7/1/10 3.5%
- In addition, effective upon final approval of the agreement by the BFSA, there will be a one time only bonus paid to each Unit Service Worker employed full time in the Buffalo Schools. The amount of the payment will be $500 per unit employee. Each engineer will submit a list of his eligible employees and their length of service. The District will issue a lump sum payment to each engineer who will issue checks to his or her employees in the agreed upon amount.

- In addition, effective July 1, 2007, each Custodial Service Unit employee employed full time in the Buffalo Schools will receive a $500 across the board base salary increase. Each engineer will submit a list of his or her eligible employees. The salary increases will be reflected in the Custodial Engineer Contract.

U. Records

1. The District will receive the following records beginning with the first tax quarter after a successor agreement is signed and ratified by the Board and Local 409. (e.g. July 1 – September 30, 1995 due in October will be the first form)
   a. The reporting form will be identical to NYS45-ATT (or the form in use by the State to report quarterly wages) with the following exceptions:
      - Column A will be a reference to the employee’s status, part time or full time. Part-time reference will include the months worked. The Social Security Number will not appear in this column.
      - Column B will be a reference to the employee’s job description, cleaner, custodian, etc. This column will not include the employee’s name.
      - Column C will be the exact wages as they appear on the State reporting form (NYS45-ATT).
   b. The Power of Attorney (which the District presumes is the Payroll Company) will sign an affidavit each quarter stating that the NYS45-ATT forms are identical to those submitted to the State, with the exception as noted in A. 1 and 2 above.

2. Disclosure of Records
   The parties agree to establish a joint committee to review the information currently given to the District and to determine if the current practices can be revised to meet the perceived needs of the District while protecting the “sole proprietor” status of the Engineer Custodians.
ARTICLE X

Longevity

Longevity Increments

Annual salaries of Civil Service engineering employees shall be increased for longevity purposes upon receipt of written notification from the employee to the Personnel Office. Longevity payments are to be made in a lump sum in the first pay period of January following the completion of the appropriate years of service according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Longevity Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years through 9 years</td>
<td>$260.00</td>
</tr>
<tr>
<td>10 years through 14 years</td>
<td>$585.00</td>
</tr>
<tr>
<td>15 years through 19 years</td>
<td>$910.00</td>
</tr>
<tr>
<td>20 years through 24 years</td>
<td>$1,235.00</td>
</tr>
<tr>
<td>25 years and over</td>
<td>$1,560.00</td>
</tr>
</tbody>
</table>

ARTICLE XI

Vacations

A. All Civil Service engineering and custodial employees who shall have been in the employ of the District for at least one (1) year as of July 1st shall be granted a vacation with pay in each fiscal year in accordance with the following applicable schedule. Vacation is earned on the basis of service in the preceding fiscal year. All continuous service for the City of Buffalo and the Board of Education will be used to determine the years of service of such employee for the purpose of determining length of vacation.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Length of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 10 months</td>
<td>One (1) day for each month or half month</td>
</tr>
<tr>
<td></td>
<td>Two weeks</td>
</tr>
<tr>
<td></td>
<td>Three weeks</td>
</tr>
<tr>
<td></td>
<td>Three weeks, One day</td>
</tr>
<tr>
<td></td>
<td>Three weeks, Two days</td>
</tr>
<tr>
<td></td>
<td>Three weeks, Three days</td>
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<tr>
<td></td>
<td>Four weeks</td>
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<td></td>
<td>Four weeks, One day</td>
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<td></td>
<td>Four weeks, Two days</td>
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<tr>
<td></td>
<td>Four weeks, Three days</td>
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<tr>
<td></td>
<td>Four weeks, Four days</td>
</tr>
<tr>
<td></td>
<td>Five weeks</td>
</tr>
<tr>
<td>1 Year</td>
<td></td>
</tr>
<tr>
<td>5 Years</td>
<td></td>
</tr>
<tr>
<td>6 Years</td>
<td></td>
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<tr>
<td>7 Years</td>
<td></td>
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<td>8 Years</td>
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<td>9 Years</td>
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<td>10 Years</td>
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<td>11 Years</td>
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<tr>
<td>12 Years</td>
<td></td>
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<tr>
<td>13 Years</td>
<td></td>
</tr>
<tr>
<td>14 Years</td>
<td></td>
</tr>
<tr>
<td>15 Years</td>
<td></td>
</tr>
</tbody>
</table>
Such employees must take their total length of vacation during the months of June, July and August and shall complete their vacations one week preceding the first day of school.

B. Special Vacation Plan

IT IS MUTUALLY AGREED AS FOLLOWS:

The Board in agreement with the Union will allow eighteen engineers to take one week of vacation during the school year, as noted below:

1. Eighteen engineers, in order of their Board seniority as determined by their dates of original probationary appointment, may choose to take one week or their regular vacation during the school year, excluding the weeks to be determined by the Board.

2. No more than one (1) eligible employee will be authorized vacation in any given week. Choice of week will be determined by seniority.

3. An employee, once having taken the one (1) week vacation will not be eligible for the following two (2) years to exercise seniority rights for such purpose, unless enough declinations occur so as to make the employee eligible without bypassing someone who has not received the opportunity.

4. Any employee who chooses at this time not to apply does not forfeit the right to do so in the future.

5. Personal leave days shall not be permitted on the scheduled work day immediately before or immediately after the vacation week.

6. If a holiday occurs during the vacation week, the extra day of vacation shall be taken immediately before, or immediately after the vacation week or during the months of July and August.

7. The Engineer on vacation shall make arrangements to insure that the building is open, safe, clean, heated and operating during the week of vacation. The Engineer shall instruct the staff that they are to cooperate fully with the relief Engineer assigned.

C. Vacation Pay

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

(b) If a paid holiday occurs during an employee's vacation period, absence on such holiday will not be charged against the employee's vacation entitlement.
(c) An employee may submit a written request for his/her advanced vacation pay and receive such pay on the payday prior to the vacation period, provided that the request is for a two (2) week vacation period only and the request is received by the payroll department two (2) weeks prior to the payday noted above.

D. Vacation Rights in Case of Lay-Off, Retirement or Separation

Any employee, who is laid off, retires or separates from the service of the Board for any reason shall be compensated in cash for the monetary value of his accumulated and 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.

E. General

Time on paid sick leave and all other time paid for, but not actually worked, shall be considered as days worked for the purpose of computing vacation eligibility.

F. Changing Vacation Periods

Once vacation periods have been approved by the Director of School Plant Operations, they shall not be changed unless such change is mutually agreed upon by him and the employee(s) affected.

G. Vacation Carryover

Vacation carryover is carrying unused vacation entitlement from one year to the next consecutive year. Vacation carryover is within the discretion of the Associate Superintendent or designee and shall be limited to a maximum of two (2) weeks.

ARTICLE XII

Holidays

The following are recognized holidays for which Civil Service engineering and custodial employees shall receive a regular day’s pay provided that such employee shall have worked on his regular scheduled work day either before or after the holidays, or unless his absence on either of these days is an excused absence with pay within the terms of this Agreement.

New Year’s Day  Veteran’s Day
M.L. King Day  Election Day
Patriot’s Day  Columbus Day
Good Friday  Thanksgiving Day
Memorial Day  Christmas Day
Independence Day  Board Designated Holidays (3)
Labor Day
On any of the holidays listed above except New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, the Engineer—Custodian of all schools employing day time service units shall assign the necessary service units to keep their schools open for the performance of regular duties during regular working hours.

However, should an Engineer—Custodian or Stationary Engineer be required to be on duty for any of these holidays to provide services for any tradesmen or other District purposes, he will be granted either a compensatory day off or an additional days pay as may be agreed upon by himself and the Director of School Plant Operations.

No extra pay or compensatory time off shall be granted to Engineer—Custodians who receive compensation from the Board of Elections for their services on Election Day.

Engineer—Custodians and Stationary Engineers shall take every necessary precaution to prevent freeze-ups during holiday periods.

According to present Board Regulations, no school auditorium shall be open for any purpose on Saturdays or Sundays or holidays, nor later than 11:00 a.m., on any day without special permission of the Superintendent of Schools.

No Engineer—Custodian shall be required to open a school building on any of the seven (7) holidays listed below for any type of extra activity without consultation with the Union and the Engineer—Custodian of the facility involved. Written permission from the Superintendent of Schools and a schedule for the activity shall be in the hands of the Engineer—Custodian one week prior to the activity. The holidays are: Martin Luther King Day, New Year’s Day, Christmas Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day.

If an agreement is reached to open the building on one of these holidays, all units required will be guaranteed a minimum of four (4) hours of work.

ARTICLE XIII

Medical, Hospital and Health Plans

Section 1. Health Insurance

Section 1. - Health Insurance

i. All employees covered by this agreement, eligible for health care coverage will have a choice of four plans of coverage provided by a single carrier. For the term of this Agreement, the plans of benefits will replicate the plans of benefits as previously offered to the employees as those plans were constituted in September 2005 and as set forth in the Buffalo Board of Education Benefit Comparisons and Contract Book, unless amended by the mutual agreement of the parties. The plans will consist of indemnity coverage or one of three HMO plans. The employees will have the opportunity to
participate in the Board’s “open enrollment” period should the employee wish
to change benefit plans. Before the Board of Education adopts a change in the
health insurance carrier, the Board of Education will notify Local 409 in
writing of the change that it is proposing. Local 409 shall have ten (10)
business days after receipt of such notice to advise the Board of its desire to
discuss and negotiate such proposed change in health insurance carrier. In
such event, the Board shall not take final action on any such proposed change
in health insurance carrier until it has consulted with Local 409 as to such
proposed change in health insurance carrier and given good faith
consideration of Local 409’s position on the proposed change in the health
insurance carrier.

ii. Insurance Committee – The Union agrees to participate on an insurance
committee that will address any concerns about health insurance coverage and
will explore ways the parties can address future insurance issues.

Section 2 - Employee Contribution

i. Effective February 1, 2007, the District will pay 90% of the cost of health
insurance plan of benefits for employees hired on or after February 1, 2007.
The employee will pay 10% of the cost of their health insurance plan of
benefits. The employee’s contribution will be deducted from their pay in bi-
weekly installments.

ii. For those employees hired after February 1, 2007, the employee’s contribution
towards the cost of their health insurance plan will not exceed $1,000 per year
for the period January 1, 2007 through June 30, 2010. Beginning July 1,
2010, the cap will be lifted and the employee will be responsible for 10% of
the cost of their health insurance plan of benefits unless a new CBA is
negotiated with different terms. However, until a new collective bargaining
agreement is executed, in no event will the cost to the employee increase by
more than 10% per year over the prior year’s contribution.

Section 3 - Health Care of Retirees

Employees with a minimum of seventeen (17) years of District service, who leave
employment with the District after the effective date of this Agreement for retirement
under NYS Employee’s Retirement System rules, will continue coverage under the
same plan and carrier provided for active employees.

To qualify for retiree health insurance as set forth above, employees hired prior
to June 30, 2003 must have completed seventeen (17) years of active full time
service and retire directly into the New York State Employees Retirement
System. Length of service to determine eligibility for this benefit shall include all
temporary, provisional and permanent service with the District, the City of
Buffalo and other City agencies. However, at least 10 years of qualifying service must be with the District.

All employees hired after July 1, 2003 must have seventeen (17) years of full time service with the District to qualify for retiree health insurance as set forth above.

Employees and his or her spouse who retire under the terms of this contract shall enroll in Medicare Parts A & B when they become eligible. In addition, retirees must also maintain with the District, current personal information including, but not limited to, address, family status and telephone number.

Those retirees eligible for coverage of health insurance in retirement who retire after January 1, 2000 and before February 1, 2007 will be required to contribute the following:

<table>
<thead>
<tr>
<th>Family Coverage</th>
<th></th>
<th>Single Coverage</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly</td>
<td>Annually</td>
<td>Quarterly</td>
<td>Annually</td>
</tr>
<tr>
<td>Effective January 1, 2000</td>
<td>$120</td>
<td>$60</td>
<td>$240</td>
</tr>
<tr>
<td>Effective January 1, 2001</td>
<td>$140</td>
<td>$70</td>
<td>$280</td>
</tr>
</tbody>
</table>

Those retirees eligible for health insurance in retirement who retire after February 1, 2007 will be required to pay the following fixed amount during their retirement:

<table>
<thead>
<tr>
<th>Family Coverage</th>
<th></th>
<th>Single Coverage</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly</td>
<td>Annually</td>
<td>Quarterly</td>
<td>Annually</td>
</tr>
<tr>
<td>Effective February 1, 2007</td>
<td>$250</td>
<td>$125</td>
<td>$500</td>
</tr>
</tbody>
</table>

Payment of the retiree’s share of the health insurance costs must be made on a quarterly basis.

Retirees will be eligible to participate in the “Open Enrollment” process each year as they have as active employees. They will be notified of their annual opportunity to change from their current chosen plan to another of the plans offered to them and will be told of the proposed rates. If the retiree misses the deadline for “Open Enrollment” changes (s)he will not be eligible for another year.

Where a husband and wife, by virtue of their mutual employment with the Board are eligible for coverage for health care expenses in retirement and there are no dependents, each employee shall be eligible for one single coverage and not for family coverage. In the event that there are dependents, only one spouse shall be enrolled and then only for family coverage.

In the event of the death or divorce from a spouse who carries the health care coverage, the non-carrying spouse who would have been eligible for coverage
Section 4. - Waiver of Medical Coverage

Employees who are eligible to participate in one of the District’s Health Care Plans and who can produce documentation which certifies that they have coverage for health care expenses through another source, are eligible to participate in the District’s waiver incentive program.

Eligible participants shall receive an annual payment of one thousand two hundred dollars ($1,200) in a separate check payable in the second pay period in January for participation during the prior calendar year.

For the purpose of the waiver the plan year is January through December.

If an individual participating in the waiver program elects to enroll in the District’s health care program, the amount of the incentive will be proportionally reduced ($100 per month) based on the number of months the individual participated in the District’s waiver program, eligibility for the incentive will cease and the employee will be enrolled in the District’s health care program of his/her choice.

Section 5. Medical and Dependent Care Spending Accounts

The Section 125 plan developed by the parties in accordance with the Internal Revenue Service Code (Section 125) shall be incorporated through this reference into this contractual agreement between the parties.

As soon as administratively feasible, but not later than January 1, 2008, the District will provide for the Custodial Inspector(s) and/or any Engineer assigned to City Hall the choice to add pretax parking benefits to its Section 125 plan as a qualified transportation fringe benefit under Internal Revenue Code Section 132.

Section 6. Health Care Coverage for Unit Service Workers

The eligible Unit Service Workers and retirees will be enrolled in a single plan of benefits with the District’s single carrier provider. Because they are not employees of the District, they will be a separate sub-group for insurance coverage. The District will maintain the practice of reimbursing Local 409, on a quarterly basis for the premium(s) paid by the Local
for providing health care coverage for eligible Unit Service Workers and retirees. However, for active Unit Service Workers and post 1995 retirees, the District will only reimburse an amount equal to the cost of the premium for the lowest cost plan of benefits offered to Local 409 members by the District.

Section 7. Coverage with Sick Leave Exhausted:

All provisional and permanent Civil Service engineering and custodial employees covered by this Agreement who are absent on account of illness and who have exhausted their sick leave accumulation, shall have their health insurance coverage continued at Board expense for a period not exceeding nine (9) months following the exhaustion of their sick leave, provided that the absence can be medically verified in writing from time to time during the period of absence.

Section 8. Group Life Insurance:

The Group Life Insurance protection presently in effect for instructional personnel shall be provided for Civil Service employees covered by this Agreement.

ARTICLE XIV

Retirement Benefits

The Board will provide to eligible employees who are members of the New York State Employee’s Retirement System, the benefits of the “Career Retirement Plan” set forth in Section 75 of the New York State Retirement and Social Security Law.

It also agrees to provide the guaranteed ordinary death benefit authorized by Section 60-b of the New York State Retirement and Social Security Law. It will also provide an additional service credit for retirement purposes of one additional day for each day of accumulated and unused sick leave up to a maximum of 165 days as provided in Section 41, Subd. J of the New York State Retirement and Social Security Law.

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

ARTICLE XV

Unused Sick Leave – “Buy-Back” Provision

Effective July 1, 1981, the District agrees that upon separation from the service through retirement or death any accumulated, unused sick leave up to a maximum of 180 days can be “bought back” at a ratio or one for three (e.g.: an employee with 190 days of unused sick leave may use only 180 at a ratio of 1:3. The other 10 days can be applied to the employee’s additional service credit for retirement as per Section 41, Subd. J of the New York State Employees Retirement and Social Security Law).
This “buy back” provision is available at the option of any retiring employee and will become payable within fifteen (15) days following retirement.

In case of an employee’s death in service, payment shall be made to his beneficiaries or estate within fifteen (15) days.

ARTICLE XVI

Supplemental Benefit Fund

(a) The District will contribute the amounts indicated below to the Local 409 Supplemental Benefit Fund for each Engineer and covered member of their staff.

Local 409 will supply to the District the names of the employees on their staff and the school where they are assigned for which the District will make this contribution:

<table>
<thead>
<tr>
<th>Effective</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/07</td>
<td>$475.00</td>
</tr>
<tr>
<td>07/01/08</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

(b) Effective July 1, 2007, eliminate the annual allowance for shoes and gloves.

(c) Effective February 1, 2007 the District will agree to increase the administrative cost from $700.00 to $800.00 per month.

(d) Upon final approval of the collective bargaining agreement by the BFSA the District will pay the Union a one time only lump sum payment of $20,000 into the Local 409 Supplemental Benefit Fund.

ARTICLE XVII

Responsibilities for Lunchrooms, Kitchens and Food Preparation Area

A. The Engineer—Custodian shall provide regular custodial services in the areas of cleaning, heating and ventilating and minor repairs to the lunchrooms and established food eating areas, such services to conform to Health Department standards.

B. In addition thereto, the Engineer—Custodian shall be responsible for the removal of the containers of garbage and refuse from the lunchrooms, incinerate or otherwise dispose of the contents of those containers, wash and return such containers as needed to the areas from which they were removed.

C. Engineer—Custodians shall not be responsible for the washing or sweeping of kitchen areas or behind any service counters except for the Christmas, Easter and summer cleaning. They shall not be responsible for the washing of dishes or other equipment nor shall they be assigned to perform tasks which are not within the scope of their job description.
be responsible for cleaning hoods, fans, filters, overhead piping, light fixtures and other such
related equipment.

D. The handling of cafeteria supplies shall not be the responsibility of the Engineer-Custodian,
unless specific agreement has been reached by the Plant Division and the Union.

E. Engineer-Custodians shall not be responsible for the wiping of table, chairs and other furniture or
equipment belonging to the food service and eating areas, except for general Christmas, Easter
and Summer cleaning of equipment which shall be performed as soon as possible after the close
of schools. In schools where regular food service personnel or school lunch aides are not
employed the Engineer-Custodian shall perform the above custodial functions in eating areas on
a daily basis in addition to regular vacation cleaning.

F. Each engineer responsible for supervising a District breakfast program will receive a yearly,
pension eligible stipend in the amount of $3,000. This stipend is not subject to negotiated wage
increases.

ARTICLE XVIII

Leaves of Absence, Sick Time Allowance and Authorized Absences for Civil Service

Engineering and Custodial Employees

Except as expressly authorized by the Board or by the Superintendent of Schools, leaves of
absence shall be limited to those specified in this Article.

Leaves of absence may be granted to probationary and permanent Civil Service engineering
and custodial employees of the Board as follows:

1. **Leaves of Absence for Study, Travel, and Special Services:** Leaves of absence with,
or without pay may be granted to such probationary and permanent employees of the
Board for study, travel or special services when related to their area of employment and
when approved in advance by the Superintendent of Schools.

2. **Leaves for Government Services:** Leaves without pay may also be granted employees
for the purpose of serving in elective or appointive positions in government. No
increment shall be credited for such service.

3. **Application for Leaves:** Formal applications for leaves of absence specified in
paragraphs 1 and 2 of this subdivision are to be submitted to the Superintendent of
Schools on prescribed forms at least thirty (30) days before the effective date of leave,
and shall certify (1) purpose of the leave; (2) plans for use of the leave; (3) date upon
which individual shall return to service; (4) agreement that failure to return to active
service on the expiration of the leave granted shall be deemed by the Board and the
individual to constitute a resignation unless such failure is the result of illness or some
other factor that precludes the good intentions of the employee to return to service on the
date of expiration.
4. **Military Service:** Leaves of absence for military service may be granted with or without pay, as provided in New York State Law governing military service and training.

5. **Sick Leave Without Pay:** Whenever an employee exhausts his sick time allowance, he shall immediately apply to the Superintendent of Schools for sick leave without pay for a definite period of time, not to exceed one (1) year, with the option of one (1) additional year upon application to the Superintendent of Schools and the Board, or he may apply for retirement or submit a letter of resignation. In the case of application for sick leave without pay, the individual shall supply the Superintendent of Schools with a Physician’s Medical Certificate. Applications for sick leave without pay, together with the statement of a Physician, are to be submitted at least ten (10) days before the exhaustion of sick time allowance whenever possible.

6. **Sick Time Allowance:** Probationary and permanent Civil Service engineering employees of the Board shall be allowed an accumulated sick time allowance for personal illness or illness in the immediate family under the conditions set forth below:

   A. For Personal Illness for personnel employed on a twelve (12) months’ schedule: thirteen (13) days per year with full pay cumulative to a maximum of 210 days.
   
   B. Days of sick time allowance granted with pay shall be credited as days of service for increment purposes.
   
   C. Time used on sick time allowance shall be deducted from accrued sick time allowance.
   
   D. Any employee who shall have served for a period of ten (10) years or more may, upon exhaustion of his sick time allowance at full pay as herein provided, apply for and be granted an additional thirty (30) days of sick time allowance at full pay. Upon exhaustion of these thirty (30) days, an employee may apply for and be granted a second thirty (30) days of additional sick time allowance at full pay if specifically authorized by the Board upon recommendation by the Superintendent.

   In such latter cases, if the employee is not hospitalized, he may be required to undergo an examination by a doctor appointed by the Board. The additional full pay allowances may be granted not more than once during a ten (10) year period and unused portions of such additional leave will not be accumulative.

   E. The Superintendent may require a doctor’s statement at any time in case of an absence on account of illness.

   F. **Sick Leave Bank:** The District and the Union agree to the establishment of a Sick Leave Bank.

1. The guidelines, definitions, rules and regulations, forms and benefits pertaining to the Sick Leave Bank and its operations and the compositions and authority of the Sick Leave Bank Committee may be established by agreement between the parties or by the Board, or the Superintendent, at the request of the Board.
duties of the Sick Leave Bank Committee shall not be changed from those described in the materials filed with the District except by the mutual agreement of the Union and the District.

2. The Union will print, distribute, collect and file with the Payroll Department by August 31st, the forms by which employees authorize the District to make deductions from their accumulated sick leave for crediting to the Sick Leave Bank.

3. The Union will inform the Payroll Department in writing of the employees who are to be credited with days drawn from the Sick Leave Bank.

4. It is agreed that the maximum number of days in the Sick Leave Bank shall not exceed 1170 at any time.

5. It is agreed that an employee who contributes to the Sick Leave Bank shall have the number of days contributed deducted from his or her total number of accumulated days.

6. It is agreed that days contributed to the Sick Leave Bank cannot be taken back by the donor.

7. It is agreed that the Union shall keep full and adequate records of the operations of the Sick Leave Bank and will make those records available for examination by the Board upon its request.

8. It is agreed that the Union shall defend and save the District harmless from any action arising from the operations of the Sick Leave Bank.

G. **For Illness in the Immediate Family:** Utilization of sick time allowance for illness in the immediate family is authorized provided that the use of sick time allowance for this purpose shall in no case exceed ten (10) days. The use of time for this purpose shall be charged against accumulated sick time allowance of the individual. Immediate family, for the purpose of these regulations shall include a parent, child, brother, sister, grandparent, husband, wife, parent of a husband or wife, or any relative permanently residing in the personal household in which employee himself resides.

H. **Absence Due to Injury and Worker’s Compensation:** The employer shall provide coverage for all work related injuries or illness in accordance with the provisions of the Worker’s Compensation Law of New York State.

Employees who are unable to perform the duties of their employment because of injuries or illness received in the service of their employment and who are eligible to receive Worker’s Compensation benefits, shall have their Worker’s Compensation benefit supplemented in order to receive their full salary for a period
not to exceed one (1) year from the date of injury or the date an employee was unable to work due to the work related illness.

However, for the first seven (7) days of a disability an employee may elect to “save” their earned sick leave or charge time to their accumulated sick leave.

If the disability exceeds one (1) year, the employee may use accrued sick leave, personal leave and vacation credits for salary continuation purposes.

Pursuant to New York State Worker’s Compensation Law, any on-the-job injury must be reported to the employee’s supervisor promptly, and all required forms must be filed immediately with the employee’s immediate supervisor.

Consistent with the provisions under Article XIII, the District shall provide Health Insurance coverage, during the occupational leave of absence, for the one (1) year salary continuation period, and the period the employee utilizes their accumulated paid leave credits; once an employee has exhausted their paid leave credits payment for health care expenses shall continue at the rate they were provided at the time of injury or illness for a period not exceeding nine (9) months following the exhaustion of their sick leave, provided that the absence can be medically verified in writing from time to time during the period of absence.

Once an employee has exhausted their eligibility for health care coverage they shall be entitled to exercise their rights to pay Health Care Coverage under the COBRA legislation.

I. Temporary and Provisional Civil Service Engineering Employees Compensated on an Annual Basis shall be Granted Sick Time Allowance for Personal Illness as Follows: One (1) day at full pay for each month of service within a given fiscal year. Any unused portions of sick time allowance granted to such employees shall be cumulative in accordance with the provisions of Subparagraph 6-A of this Article in those cases where services are continued during successive fiscal years.

J. When the status of any temporary or provisional Civil Service engineering employee is changed to probationary during his period of temporary or provisional service through appointment by the Board, he shall be credited with any unused sick time allowance standing to his credit at the time of the probationary appointment.

7. Authorized Absences for Special Conditions: Authorized absence may be granted to probationary and permanent Civil Service engineering employees under the following conditions:
A. Official Business: For attendance upon official business of the School Department when and as approved by the Superintendent or by his authorized representative, with full pay.

B. Conferences and Workshops: For attendance at professional meetings, conferences, for professional visits to other schools and other purposes of professional improvement, when approved in advance by the Superintendent of Schools or his authorized representative with full pay.

C. Jury Duty or other Service Required by Law, Court Order or Other Governmental Authority Beyond Control of the Individual and Necessitating Absence from Duty: With full pay, upon condition that the employee remit to the District any fees or payments received for such duty and, during such service, he shall be required, when feasible, to perform the duties of his position. Paid leave of absence under this subdivision shall not be deducted from accumulated sick time allowance or personal leave allowance.

D. Religious Holidays: Three (3) days leave of absence with pay shall be granted annually to Civil Service engineering employees who wish to observe traditional and customary religious holidays where absence or abstention from work is required or customary, or as authorized by the Commissioner’s List.

E. Death in the Immediate Family: As defined in Article XVIII, Section G of this Agreement, for a period not to exceed five (5) working days at full pay, with no deduction from accumulated sick time allowance.

F. Funeral of Friend or Relative: Other than the immediate family, with the approval of the Superintendent or his designee, not to exceed two (2) days at full pay for each school year, may be used as personal leave. If no personal leave is available, such use of time will be made from sick leave. Additional absences to attend the funeral of a friend or relative shall be deducted from sick leave allowance.

G. Absence for Part of Working Days: Attendance for the major of either the morning or the afternoon may, at the discretion of the Division Head, be allowed as attendance for one-half (1/2) working day. Absences for part of a working day shall be subject to the general rules for absences, the deduction, if any, being a half of the deduction for a full working day. All such absences whether with or without deduction, shall be reported on the service record.

H. Graduation and Awards: To attend his own graduation or ceremonies at which he is the recipient of an award or special honor, one (1) day with full pay, a second day without pay if required. To attend the graduation of a member of the immediate family, as elsewhere defined in these regulations,
one (1) day with half pay and a second day without pay if required, when authorized in advance by the Superintendent of Schools.

I. **Personal Business:** All Civil Service engineering employees may be granted up to five (5) days of paid personal leave annually. Personal leave is for urgent personal business which cannot be scheduled outside of regular hours. Request shall be made to the immediate supervisor at least two (2) days prior to such leave, except in emergencies. Personal leave may not be taken on the day before or following a holiday or weekend unless a written request is submitted and approved. Personal leave shall not be chargeable against sick leave accumulation and unused personal leave shall be added to sick leave unless maximum accumulation has been reached. The above shall not preclude the granting of personal leave without pay where conditions do not warrant leave with pay.

Employees hired after June 30, 1985 shall be entitled to four (4) personal leave days annually.

J. **Political Leave:** Upon request, permanent Civil Service engineering employees shall be granted political leave in accordance with the following provisions:

1. With thirty (30) calendar days notice such an employee shall be granted up to four (4) weeks leave without pay for the purposes of campaigning as a candidate in a civic election for public office.

2. At the end of the leave, the Board shall return such employee to the same assignment.

3. The Board shall extend to such an employee who is elected or appointed to public office a leave of absence or absences without pay as needed to fulfill two (2) terms of office not to exceed eight (8) years. At the conclusion of such leave of absence, such employee shall be returned to the same or reasonably comparable position. This time shall not be credited for seniority purposes.

K. **Participation at Conventions:** Leaves with full pay may be granted to participate as an elected delegate of state and national labor employee organizations.

L. **Official Duties: Professional or Labor Organization:** To perform duties as an office of a local, state or national employee labor organization when the major functions of such organization are directly related to the employee's area of work, leave of absence without pay may be granted for the express purpose of attending to such duties when approved by the Superintendent.
M. In an emergency, a leave form shall be completed by the employee and submitted through channels immediately upon return to work. It is expected that the employee will notify his supervisor of the circumstances as soon as possible.

N. Leave of absence granted for reason other than illness or personal business shall not affect accumulated sick leave.

O. Temporary and provisional Civil Service engineering employees may be granted the rights granted permanent employees under this Agreement under the provisions of Paragraphs A, B, C, D, and G. In addition, such employees may be granted one (1) day of leave at full pay for death in the immediate family as defined in Article XVIII, Section 6-G of this Agreement.

P. A leave of absence without pay for not more than one (1) year will be granted to probationary and permanent engineering employees to enable the employee to care for a sick member of his immediate family. Such employee may not receive more than one (1) such leave in a five (5) year period.

Q. Civil Service engineering and custodial employees shall be allowed time off with pay on days they are scheduled to work to take open competitive and promotional examinations by the City of Buffalo Civil Service Commission.

R. Perfect Attendance: Employees who have completed six (6) consecutive months of perfect attendance shall be paid a bonus of $200.00. The six-month periods shall be from 01 July through 31 December and from 01 January through 30 June. Perfect attendance shall be defined as a six (6) month period in which the employee has worked to completion all scheduled days (excluding paid holidays and vacation allowance). Use of any other leave allowance, whether paid or unpaid, with the exception of bereavement or personal leave, will disqualify an employee from the perfect attendance bonus.

Payments will be made in a lump sum on or before the last work day of the month immediately following the applicable six (6) month period.

A new employee must complete a full twelve (12) months of employment prior to the start of a new annual attendance period to be eligible for perfect attendance bonus.

ARTICLE XIX

Settlement of Disputes

Section 1. Grievance Procedure

The purpose of this grievance procedure shall be to settle equitably, and informally if possible, at the lowest possible administrative level, any grievance or dispute which may arise between the parties including the violation or misinterpretation of this Agreement or
established personnel policies. Such grievances and disputes shall be settled in the following manner:

**Step I.**
Any employee alleging a grievance shall submit the grievance orally to his immediate supervisor for discussion. The employee may require that a representative of his employee organization accompany him in approaching his immediate supervisor. In the event this action does not result in the successful resolution of the grievance, a written grievance shall be filed immediately, but in no event later than fifteen (15) days after the occurrence of the facts giving rise to the grievance. Within three (3) days following the filing of the written grievance, a meeting between the immediate supervisor, the employee and the employer representative shall be held in an attempt to solve the grievance. In the event that the grievance is not resolved, the immediate supervisor shall within two (2) days, submit a written answer to that effect to the employee.

**Step II.**
If the grievance is not settled at Step I, the employee and his representative may, within five (5) days after the answer is rendered or due at Step I, notify the Division Head in writing, that he appeals the grievance stating the grounds for such appeal. Within five (5) days after receipt thereof, the Division Head shall convene a meeting with the immediate supervisor of the employee, the employee and the employee representative in an attempt to resolve the grievance, and a written answer shall be submitted to the employee and his representative of the results of such meeting within five (5) days after it is convened.

**Step III.**
If the grievance is not settled at Step II, the employee and his representative may appeal to the Superintendent of Schools in writing within ten (10) days after the answer is rendered or due at Step II, stating the ground for appeal. The parties agree that the Superintendent will designate the Executive Director of Labor Relations to conduct the Step III grievance meeting on his behalf. The Executive Director of Labor Relations will schedule the Step III meeting at a time mutually convenient for all of the parties. After the Step III meeting, the Executive Director of Labor Relations will discuss her findings and recommendations with the Superintendent who will issue the Step III response. Either party may terminate this agreement to allow the Superintendent to designate the Executive Director of Labor Relations to hear the Step III grievance by giving appropriate notice to the other party. If so terminated, the Superintendent shall meet with the employee and his representative within seven (7) days after receipt of written notice of appeal for the purpose of resolving the matter. The Superintendent's written answer to said grievance shall be transmitted to the employee and his representative within seven (7) days after the meeting.
Step IV.

If the Superintendent's answer is not satisfactory or acceptable, the employee and his representative may, within five (5) days after the answer is rendered or due, request that the matter be submitted to an impartial arbitrator to be selected from a panel of arbitrators mutually agreed upon by both parties. If an arbitrator cannot be agreed upon, within five (5) days, the arbitrator shall be selected by the Public Employment Relations Board. The arbitrator shall be requested to render his decision within thirty (30) days of receipt of the grievance and he shall limit his decision to the application and interpretation of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

The failure to take any of the action authorized at any step by this Section within the time limited therefore shall constitute a waiver of the right to proceed to the next step and shall be deemed an acceptance of the decision rendered at that step.

Section 2. Matters Relevant to Grievance Procedure

(a) The Superintendent shall provide agreed upon grievance forms in adequate numbers.

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

(c) Any step of the grievance procedure may be by-passed by mutual agreement, in writing.

(d) In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Superintendent by the Union representative.

(e) For the purpose of definition, “days” shall not include Saturday, Sunday or holidays.

(f) Expenses for the arbitrator’s services and the proceedings shall be equally borne by the Board and the Union.

(g) No arbitrator functioning under provisions of the grievance procedure shall have the power to amend, modify, or delete any provisions of the Agreement.

ARTICLE XX

Miscellaneous Provisions

A. This Agreement shall supercede any rules, regulations or practice of the Board which shall be contrary or inconsistent therewith, nor shall the terms contained in any individual contracts heretofore in effect, which may be contrary or inconsistent, prevail. Any contracts with individual employees shall be made expressly subject to the terms of this Agreement.
B. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provisions of this Agreement by either party, or by their officers, agents or representatives, or by members of the negotiating unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.

C. Tax Sheltered Annuities: Civil Service engineering employees may participate in the Tax Sheltered Annuities Program. The cost of administering the plan shall be borne by the Board.

D. No action of the Board shall limit the individual rights of full citizenship of employees covered by this Agreement.

E. Legal Proceeding – Matters Not Covered:

1. Neither the Board and its representatives nor the Union and the members of the bargaining unit shall institute any legal proceeding violative of, or inconsistent with, the provisions of this Agreement.

2. If any question arises during the term of this Agreement which either of the parties hereto contend is not embraced within the terms hereof, a fifteen (15) day notice in writing shall be served by said party so contending upon the other party to negotiate a settlement or an adjustment of the dispute or to amend this Agreement to embrace said matter, as the case may be.

F. Printing of Agreement: The Board agrees to assume responsibility for the printing of the Agreement in sufficient numbers so that each member of the bargaining unit shall have a personal copy. The Agreement booklet shall bear the Union label.

G. Theft Insurance: Effective 01 November 2001, the Board will self insure up to the amount of $3,100.00 per year, to reimburse employees for personal property stolen from school premises. The deductible shall be $250.00 per incident. The basis for all claims adjudication shall be on a 'replacement cost (less depreciation) coverage' basis. NOTE: Depreciation will be based on accepted U.S. Insurance Industry Standards.

H. Reimbursement for Damages: To an extent not covered by insurance the Board shall provide reimbursement for the repair of automobiles damaged or destroyed on school premises during the course of an incident to employment, provided such loss is not caused by negligence of the claimant. The Board shall be responsible in such a case only for the cost of damage in excess of $50.00. Each such claim shall be supported by a sworn affidavit by the employee, for his or her agent, servant or hiree, attesting to the facts and to any insurance coverage.

I. Indemnification: The Board shall save harmless and indemnify all employees from any financial loss arising out of any claim, demand, suit or judgment by reason of any act of the employee, or his agent, servant or hiree, resulting in bodily injury or damage to any person or property within or without Board property provided such employees, or his agent, servant or
hilee was acting in the discharge of his duties within the scope of his employment or authorized
volunteer duties and/or under the direction of said Board.

ARTICLE XXI

Legislative Requirement

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

ARTICLE XXII

Duration of Agreement

This Agreement shall be effective on 01 July 2001 and shall continue in effect through 30
June 2010 subject to reopening as follows: In the event either party wishes to amend this
Agreement, notice shall be given by November 1\textsuperscript{st} concerning any matter of mutual concern.
Negotiations concerning such proposed amendments shall proceed in accordance with the provisions
of the Negotiations and Impasse Procedures Article of this Agreement. Amendments resulting from
such negotiations shall take effect beginning the following July 1\textsuperscript{st}, or at such other time as may be
mutually agreeable to the parties.

The District affirms that it has no intention of unilaterally repudiating any provisions in the
collective bargaining agreement with Local 409.

ARTICLE XXIII

Conformity to Law Saving Clause

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory
or other legal provisions. If any provision of this Agreement is found to be contrary to law by the
Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment
or decree no appeal has been taken within the time provided for doing so, such provision shall be
modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all
other provisions of this Agreement shall remain in effect.

ARTICLE XXIV

Labor-Management Committee

A. The Board and the Union agree to establish a Labor-Management Committee which will meet at
least bi-monthly to consider matters of interest to both parties, including matters pertaining to
potential or existing employee’s grievances.
B. The Labor-Management Committee will consist of no more than six (6) members and the three (3) employee members will be paid only for their regularly scheduled hours of work so long as they are scheduled to be working at the time these meetings are held.

ARTICLE XXV

Maintenance of Benefits

Any privileges or rights which are terms or conditions of employment enjoyed by Civil Service employees in the past which are not contained in this contract shall not be denied unless expressly stated herein.

The terms and conditions of employment reached by the parties and memorialized in a memorandum of agreement dated June 7, 1995, as amended pursuant to the settlement of grievance 95-1, shall be adhered to and incorporated into the successor agreement.

The term of the successor agreement will be July 1, 2001 to June 30, 2010.

IN WITNESS WHEREOF, the parties hereto have set their hand this 23rd day of January, 2008.

<table>
<thead>
<tr>
<th>LOCAL 409 INTERNATIONAL UNION OPERATING ENGINEERS, AFL/CIO</th>
<th>BOARD OF EDUCATION OF THE CITY OF BUFFALO</th>
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<tbody>
<tr>
<td>Jeffrey C. Lathrop, President</td>
<td>James A. Williams, Ed. D.</td>
</tr>
<tr>
<td>Charles R. Weed, Vice President</td>
<td>Mary Ruth Kapsiak, President</td>
</tr>
<tr>
<td>Richard C. Cole, Jr., Negotiator</td>
<td>Patricia A. Pancoe, Executive Director</td>
</tr>
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