

**AGREEMENT BETWEEN**  
**BUFFALO MUNICIPAL HOUSING AUTHORITY**  
**LOCAL 264, AFL-CIO, A.F.S.C.M.E.**  
**MANAGERIAL UNIT**

This Agreement, entered into as of the 1st day of July 2011, by and between the Buffalo Municipal Housing Authority, a municipal corporation hereinafter referred to as the “Authority” and Local 264, White Collar Unit, American Federation of State, County and Municipal Employees, hereinafter referred to as the “Union” incorporates the Memorandum of Agreement dated August 15, 2018, and ratified by all parties on September 17, 2018, and the Frederick Douglass & A.D. Price Impact Agreement dated January 11, 2017, and ratified by all required parties on September 29, 2017, for the period July 1, 2011, through June 30, 2023, and replaces the previous agreement in effect from July 1, 1970, through June 30, 2011.

**WITNESSETH**

WHEREAS, it is the public policy of the Authority to promote harmonious and cooperative relationships between the Authority and its employees; and

WHEREAS, it is the further policy of the Authority to protect the public by assuring at all times the orderly and uninterrupted operations and functions of its government; and,

WHEREAS, these policies are best effectuated by laws:

- A. Granting to its public employees the rights of organization and representation, and
- B. Requiring the Authority to negotiate with and enter into written agreements with the Unions representing public employees which have been certified or recognized; and,

WHEREAS, the Authority has recognized the Union for the purpose of negotiating collectively in the determination of and administration of grievances and also for negotiating and entering into a written Agreement with the said Union; and,

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

WHEREAS, the parties, following extended and deliberate negotiations, have reached

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certain understandings which were incorporated into a Memorandum of Agreement, which was approved by Members of the Authority at their meeting of March 11, 1971, and subsequent desire to embody them in a formal Agreement.

WHEREAS, AFSCME, Local 264 (hereinafter “the Union”) is a party to litigation filed in U.S. District Court (WDNY), New York State Supreme Court, and improper practice and arbitration proceedings under the Public Employment Relations Board in connection with various claims against the Buffalo Municipal Housing Authority (hereinafter “the Authority”). The Authority and the Union may be referred to herein as the “Parties”; and

WHEREAS, the Authority has raised those issues in connection with the Parties’ negotiations for a successor agreement and desires to resolve all outstanding litigation through the process of collective negotiations; and

WHEREAS, the Parties have so engaged in collective negotiations in connection with the terms and conditions of employment and in anticipation of reaching a successor agreement for the period effective July 1, 2004 through June 30, 2011; and

WHEREAS, the Union agrees to accept the terms contained in the Parties’ agreement in full satisfaction of all claims asserted, or which could have been asserted as set forth herein;

THEREFORE, for good and valuable consideration, the acceptance and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Union hereby releases each and every claim that was asserted or which could have been asserted, in the following lawsuits and also agrees that it will discontinue with prejudice as a party (or intervener) in said lawsuits, and not proceed with pending or further appeals in connection with said lawsuits:

W.D.N. Y. Index No. 04-CV-0753S(F)  
AFSCME, Local 264 et al, v. Tobe, et al. Regarding the Wage Freeze

2. The Union hereby agrees that they now withdraw and release, the actions, charges, grievances, proceedings, improper practice charges, demand for arbitrations or pending arbitration proceedings filed prior to the date of execution of this agreement as outlined in the list attached as **Exhibit A**. The Union hereby releases any claims asserted, or which could have been asserted in any such matters and agrees to discontinue as a party to any such matters with prejudice without precedent as to future matters.
3. With regard to the matters addressed in Paragraphs 1 and 2, above, the Union agrees not to file or commence any similar litigation, grievances, charges, actions, arbitrations or

proceedings in the future relating to any circumstances known to local 264 that existed on or before the execution date of this settlement memorandum. However, regarding similar matters that occur in the future, the Union reserves its rights.

4. Upon agreement by the parties, this document will serve as Local 264's consent to the discontinuance of these matters in Paragraphs 1 and 2, above. The Union and its President Bill Travis further agree that they will take all additional steps necessary to implement the terms of the disposition of those matters.
5. This Memorandum of Agreement shall be deemed to be included as a component of the Parties' tentative agreement for a successor collective negotiations agreement for the period July 1, 2004 through June 30, 2011. All current language and benefits shall remain in effect except for those items amended by this Agreement.
6. This agreement will be incorporated into the parties' collective bargaining agreement and is subject to ratification by the Union membership and BFSa approval.
7. It is expressly understood that no provision of this agreement, including those items contained in documents incorporated by reference herein, whether in whole or in part, shall be enacted prior to the ratification of AFSCME Local 264 and approval by the Buffalo Municipal Housing Authority Board of Directors and approval by all required parties.

Dated: September 17, 2018

For the Authority:

For Local 264:

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Gillian Brown  
Executive Director

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Sean Carney  
President

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David Rodriguez  
Chairman

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

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## **ARTICLE I** **BILL OF RIGHTS**

To ensure that individual rights of employees in the bargaining unit are not violated, the following shall represent the employee's Bill of Rights:

- an employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- an employee shall be entitled to Union representation at each stage of a disciplinary proceeding brought pursuant to Section 75 of the Civil Service Law.
- no employee shall be required by the Employer to submit to an interrogation after charges under Section 75 have been served unless he is afforded the opportunity of having a Union representative present.
- no recording devices of any kind shall be used during such interrogation unless the Union is made aware of the fact prior to such interrogation.
- in all disciplinary hearings under Section 75 the employee shall be presumed innocent until proven guilty, and an employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

## **ARTICLE II** **RECOGNITION**

### **SECTION 1. EXCLUSIVITY**

The Authority hereby recognizes the Union as the sole and exclusive negotiating agent for all the employees, whose job classification appear on the salary schedules attached hereto, for the purpose of establishing salaries, wages, hours of employment and other terms and conditions of employment.

### **SECTION 2. DUES AND FEES**

The Authority shall deduct membership initiation fees from the wages of those employees who have filed with the Director of Administration and Finance an appropriate written authorization to do so and shall remit the same to the Union. The Authority shall also deduct Union dues every two weeks from the wages of those employees who have filed with the Director of Administration and Finance an appropriate written authorization and shall remit the same to the Union. The necessary authorization forms shall be provided by the Union. The amount to be deducted from each employee's wage shall be certified to the Director of Administration and Finance by the Secretary-Treasurer of the Union provided

that authorization for such certification is included in the authorization form filed with the Comptroller.

### **SECTION 3. DISAFFIRMANCE OF RIGHT TO STRIKE**

- A. Neither the Union nor any employee represented by it shall engage in a strike, and neither the Union nor any employee represented by it shall cause, instigate, encourage or condone a strike.
- B. No lockout of employees shall be instituted by the Authority during the term of this Agreement.

### **SECTION 4. AGENCY SHOP**

- A. Any present or future employee represented by Local 264 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 employee organization. The Director of Administration and Finance shall make such deductions and transmit the sum so deducted to such employee organization; provided, however, the employee organization has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- B. For the purposes of this Agreement, the term "employee" shall mean, unless otherwise specified, only permanent, probationary or provisional personnel, or those who have been in Authority service on a full-time basis for six consecutive months or more.
- C. The employee organization shall indemnify and hold harmless the Buffalo Municipal Housing Authority and its officials or employees from any causes of action, claim, loss or damage incurred as a result of the Authority's deduction of an agency shop fee from any employee. The employee organization shall have no right or interest in any agency fee deduction until such collected monies are actually paid to the employee organization. Upon the forwarding by mail of payment of the agency fee deduction to the last known address of the employee organization, the Buffalo Municipal Housing Authority and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the employee organization.

- D. For the purposes of this Agreement, the term "City Service" shall include service with the Buffalo Board of Education, the Buffalo Municipal Housing Authority, the Buffalo Sewer Authority and the City of Buffalo.

## **SECTION 5. MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it.

## **ARTICLE III** **SALARIES AND HOURS OF WORK**

### **SECTION 1. SALARY AND ADJUSTMENTS**

- A) Effective as of the first day of July 1, 2011, the Employer (Authority) agrees to pay to all of the employees represented by the Union the rate of compensation as determined by the wage schedule below. Retroactive payments will be issued within thirty (30) days from final approval of this agreement.
- B) A five (5) step annual graded increment salary schedule is in effect for all employees represented by the Union and hired on or between July 1, 1983, and December 9, 2009. Employees start at the first grade and advance to the top of the grade in four (4) subsequent annual increment steps.
- C) A seven (7) step annual graded increment salary schedule is in effect for all employees hired after December 9, 2009, the date of contract ratification by all parties including the Buffalo Fiscal Stability Authority. Employees start at the first grade and advance to the top of the grade in six (6) subsequent annual increment steps.

Schedule "A" represents a five step salary schedule for employees hired prior to December 9, 2009 and a seven step salary schedule for employees hired after December 9, 2009 with zero percent (0%) increase in salaries in effect June 30, 2011, for all employees represented by the Union, effective July 1, 2011 through June 30, 2017.

Schedule “B” represents a five step salary schedule for employees hired prior to December 9, 2009 and a seven step salary schedule for employees hired after December 9, 2009 with salary increase of ten percent (10%) of the salaries in effect June 30, 2017, for all employees represented by the Union, effective July 1, 2017.

Schedule “C” represents a five step salary schedule for employees hired prior to December 9, 2009 and a seven step salary schedule for employees hired after December 9, 2009 with salary increase of two percent (2%) of the salaries in effect June 30, 2018, for all employees represented by the Union, effective July 1, 2018.

Schedule “D” represents a five step salary schedule for employees hired prior to December 9, 2009 and a seven step salary schedule for employees hired after December 9, 2009 with salary increase of two percent (2%) of the salaries in effect June 30, 2019, for all employees represented by the Union, effective July 1, 2019.

Schedule “E” represents a five step salary schedule for employees hired prior to December 9, 2009 and a seven step salary schedule for employees hired after December 9, 2009 with salary increase of two percent (2%) of the salaries in effect June 30, 2020, for all employees represented by the Union, effective July 1, 2020.

Schedule “F” represents a five step salary schedule for employees hired prior to December 9, 2009 and a seven step salary schedule for employees hired after December 9, 2009 with salary increase of two percent (2%) of the salaries in effect June 30, 2021, for all employees represented by the Union, effective July 1, 2021.

Schedule “G” represents a five step salary schedule for employees hired prior to December 9, 2009 and a seven step salary schedule for employees hired after December 9, 2009 with salary increase of two percent (2%) of the salaries in effect June 30, 2022, for all employees represented by the Union, effective July 1, 2022.

- D) In addition to the revised schedules above a one-time payment in the amount of \$1,500 was issued to all bargaining unit employees who are on the payroll at the time of ratification by all required parties on September 17, 2018.
- E) The salary increases set forth above shall be contingent on the satisfactory discontinuance with prejudice, but without precedent, of all pending litigation, outstanding grievances, Improper Practice Charges as set forth in Paragraph 1 and 2 of the Witnesseth section of this Agreement.
- F) Effective December 9, 2009, the date of contract ratification by all required parties, the position of Housing Manager shall receive an upgrade of \$2,200. The upgrade is to include, but not limited to:

- Acknowledge the expansion of job responsibilities (Management and Maintenance) Supervision of Assistant Superintendent of Maintenance
  - Attend meetings after normal business hours such as Tenant Council meetings, Common Council meetings, BMHA Open Houses, etc. (ability to flex schedule) in accordance with Article III Section 2B of this agreement.
  - Manage budget
  - Overall responsibility for the performance of the property
- G) The Authority shall pay all salaries and wages upon a biweekly basis. In the event that the regularly scheduled day of payment is a recognized holiday, payment shall be made on the day preceding.
- H) All salary increases, including per diem and hourly and seasonal employees shall be paid retroactive to the above indicated dates, after approval of all required parties
- I) If a new position within the jurisdiction of the Union is created during the life of this Agreement, the Authority shall designate the job classification and the rate structure for said position. In the event that the Union objects to the designated rate structure, it shall have the right to submit the matter as a grievance at Step 4 of the Grievance Procedure as hereinafter provided for in Article XVI.
- J) Effective as of the first day of July, 1977, the Authority agrees to pay to all daily and seasonal employees represented by the Union, a rate of compensation as determined by the wage schedule.
- K) Direct Deposit – The Authority shall be permitted to establish a direct deposit program for payment of compensation in accordance with Section 192 of the New York State Labor Law. Employees will have the choice of the Financial Institution they wish to use.

**SECTION 2. HOURS OF WORK**

- A. The normal workday for employees in this bargaining unit shall be Monday – Friday 8:30 a.m. to 4:30 p.m. which includes one (1) hour lunch period.
- B. All employees shall be paid time and one-half for any of the following work:
- (1) All work performed in excess of eight (8) hours in any workday.
  - (2) All work performed in excess of forty (40) hours in any workweek.
  - (3) All work performed before or after any scheduled work shift.
  - (4) All work performed on Saturday or Sunday, except when the employee's regular



work shift includes Saturday or Sunday.

The overtime rate specified above for Saturday and Sunday work shall not be paid to employees for whom those days fall regularly within their workweek. Employees should be paid time and one-half for all work performed on the sixth and seventh day of their regular workweek.

For the purpose of this article, excused paid absence or sick leave within a regularly scheduled five-day workweek shall be counted as days worked for the purposes of computation of premium pay. Employees who work more than forty hours per week may receive, at their discretion, wages of time and one-half or compensatory time at time and one-half.

Any employee called to work outside of his/her regularly scheduled shift due to health and safety reasons, shall be paid for at least four hours of work at time and one-half, provided that the employee remains working for at least two (2) hours and provided that the employee is available to return to work within the initial four hours if needed. If employee does not remain working on the job for at least two (2) hours or if it is necessary to call employee back within four hours of original call and employee is not available, employee will only be paid for actual hours worked.

Housing Managers are required, pursuant to Paragraph F of this Section to attend a maximum of four (4) meetings per month after normal business hours such as Tenant Council meetings, Common Council meetings, BMHA open houses, etc., and are required to either flex their schedules or have the option to receive compensatory time at time and one-half.

- C. Employees who report to work thirty (30) minutes after the start of their shift will not be paid for the period of absence. Employees may also be subject to disciplinary action as stipulated in BMHA Attendance Policy and in accordance with the terms and conditions of the collective bargaining agreement.

Record of Time Worked – The Authority shall be permitted to implement processes and procedures in order for employees to record time worked, including with regard to specific tasks or duties.

### **SECTION 3. LIMITATION**

No overtime payments shall be made unless the overtime work has been specifically ordered by the person in charge or his designated representative. No overtime work shall be ordered unless there has been an appropriation of funds for that purpose.

#### **SECTION 4. RATE OF PAY ON PROMOTION**

An employee promoted from one job in a lower salary grade to another job in a higher salary grade, within the promotional ladder as determined by the Civil Service Administration shall receive the rate of pay in the beginning step of the higher salary grade. If the beginning step in the higher salary grade is less than a \$1,000 (one thousand dollars) increase the employee shall receive the lowest increment in the higher job grade that represents at least a \$1,000 increase.

#### **SECTION 5. LONGEVITY**

Effective and retroactive to July 1, 2001, each employee who has completed the years of service set forth in Column I below, shall receive annually in addition to his salary as listed in the salary schedule for that year the payment set forth in Column II below.

<b><u>COLUMN I</u></b>	<b><u>COLUMN II</u></b>
5 YEARS	\$ 300
10 YEARS	\$ 675
15 YEARS	\$1050
20 YEARS	\$1425
25 YEARS	\$1795

- A. Longevity payments shall be paid annually in a lump sum payment on the pay date corresponding to the pay period ending in which the employee's anniversary date occurs.
- B. Longevity payments can be paid only after an employee has achieved permanent status with the Authority. However, continuous, non-permanent service prior to permanent status shall be counted for longevity purposes. The Authority will cooperate with the City and the Union in implementing separate longevity checks.
- C. Upon an employee's retirement or death in service, the prorated amount of longevity due the employee as of the date of retirement or death shall be paid to the employee or the employee's estate, whichever is applicable.

**ARTICLE IV**  
**HOLIDAYS**

- A. The following are recognized holidays for the purposes of this Agreement, for which employees, except per diem employees, shall receive a day's pay provided that the employee shall have worked his regularly scheduled work day either before or after the said holiday.

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
PRESIDENTS' DAY	GENERAL ELECTION DAY
GOOD FRIDAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY
FRIDAY AFTER THANKSGIVING DAY	

In addition, should a national holiday be declared and adopted by the City of Buffalo, employees in this bargaining unit shall be entitled to the same.

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

- B. Any employee who is required to work on any of the holidays listed above shall be paid the prevailing overtime rate of pay for the hours worked in addition to his holiday pay.
- C. For the purpose of computing overtime, all holiday hours, whether worked or not worked, for which an employee is compensated shall be regarded as hours worked.
- D. Overtime pay in addition to the regular rate of pay, however, shall be paid either for the actual holiday or the day on which the holiday is observed, but not both, even though both days may be worked.

**ARTICLE V**  
**VACATIONS**

**SECTION 1. ELIGIBILITY AND ALLOWANCE**

Effective March 1, 2010, vacation accruals will be credited on or about the first of each month for the previous month of service. Vacation leave for employees hired prior to December 9, 2009, the date of contract ratification by all required parties shall be prorated monthly and granted according to the following schedule:

<b><u>YEARS OF SERVICE</u></b>	<b><u>LENGTH OF VACATION</u></b>
1 YEAR	2 WEEKS
5 YEARS	3 WEEKS
6 YEARS	3 WEEKS, 1 DAY
7 YEARS	3 WEEKS, 2 DAYS
8 YEARS	3 WEEKS, 3 DAYS
9 YEARS	3 WEEKS, 4 DAYS
10 YEARS	4 WEEKS
11 YEARS	4 WEEKS, 1 DAY
12 YEARS	4 WEEKS, 2 DAYS
13 YEARS	4 WEEKS, 3 DAYS
14 YEARS	4 WEEKS, 4 DAYS
15 YEARS	5 WEEKS

Vacation leave for employees hired after December 9, 2009, and on or before September 17, 2018, shall be prorated monthly and granted according to the following schedule:

<b><u>YEARS OF SERVICE</u></b>	<b><u>LENGTH OF VACATION</u></b>
1 – 5 YEARS	2 WEEKS
6 - 15 YEARS	3 WEEKS
16+ YEARS	4 WEEKS

Vacation leave for employees hired after September 17, 2018 shall be prorated monthly and granted according to the following schedule:

<b><u>YRS OF SERVICE</u></b>	<b><u>MONTHS</u></b>	<b><u>ANNUAL VACATION</u></b>	<b><u>MONTHLY ACCRUAL</u></b>
1-5 years	2-59	2 weeks	6.667
6-15 years	60-179	2 weeks + 2 days	8.000
16+ years	80+	3 weeks	10.000

If an annual employee, otherwise eligible for a vacation, has been on an authorized leave of absence without pay for more than thirty (30) days they will not be credited with vacation for months in which they were on an unpaid status.

Previous service with the City of Buffalo, the Buffalo Sewer Authority or the Buffalo Board of Education shall be considered in computing the length of service with the Authority. Employees shall receive their first credits at increased rates on the first day of the two-week period following the completion of the years of service designated above.

## **SECTION 2. 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 payday immediately preceding the employee's vacation period.
- B. Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period provided a written request for same has been submitted to the Finance Department at least thirty (30) days in advance. Such request cannot, thereafter, be canceled.
- C. Employees may request in writing with Authority approval to sell back up to two (2) weeks of vacation per year at the employee's regular daily pay rate for that year less applicable deductions.

## **SECTION 3. CHOICE OF VACATION PERIOD**

It shall be the responsibility of each employee to request his or her vacation by January 31 of each year for vacation time sought for the period between March and the following February. Employees are to select their preferred vacation dates with alternate second choice. Vacations shall be granted for the period requested by the employee, if feasible. Conflicts shall be resolved on the basis of Seniority within the employee's job title and location for requests received by January 31. Any vacation request after January 31 will be considered on a first come first serve basis. The approved vacation schedule for March until the following February will be posted no later than March 1st. All vacation requests are subject to the approval of the Executive Director or his/her designee.

Vacation time may be used in four (4) hour increments.

Requests for the use of accumulated vacation in excess of five (5) consecutive workdays may be granted by mutual agreement.

Vacations of less than five (5) consecutive days must be submitted to the supervisor at least forty-eight (48) hours in advance and may be granted at the discretion of the Supervisor. The requirement for advance notice may be waived in a case of an emergency.

Vacation requests for July and August shall not exceed two consecutive weeks for any employee. Special requests can be made for three consecutive weeks of vacation.

Vacations may be scheduled throughout the year. The Authority shall cooperate in scheduling of vacation so as to resolve conflicts, but must maintain essential service to tenants.

Any employee who is at their maximum allowable vacation accumulation, that has vacation requests denied, will not lose their vacation time for one year.

#### **SECTION 4. VACATION RIGHTS IN CASE OF LAYOFF, RETIREMENT OR SEPARATION FROM SERVICE**

Any employee, who is laid off, retires or separates from service of the Authority for any reason including death shall be compensated in cash for the monetary value of his accumulated and unused vacation time standing to this credit at the time of his separation from service. However, an employee will not be paid for more than their maximum two years' worth of vacation accumulation, plus any Vacation Reserve Bank, if applicable. In case of an employee's death in service, payment shall be made to his beneficiaries or estate.

#### **SECTION 5. GENERAL**

Time on paid sick leave and all other time paid for but not actually worked with the exception of time while receiving workers' compensation benefits shall be considered as days worked for the purpose of computing vacation eligibility.

#### **SECTION 6. CHANGING VACATION PERIODS**

Once vacation periods have been approved by the person in charge or his designee, they shall not be changed unless such change is mutually agreed upon by the person in charge and the employee affected.

## **SECTION 7. VACATION BANK**

The Vacation Reserve Bank currently in place through the existing Collective Bargaining Agreement will remain in effect.

Effective the first of the month following thirty (30) days of final approval of this agreement, employees can accumulate a maximum of two years' worth of vacation. This would include the current year's vacation and previously unused vacation time. Any time exceeding the maximum allowance will be deducted from the employees' accounts.

In order to reduce current accumulations from the previous three-year maximum (current and two years' worth banked), a one-time only reserve bank will be established. Employees having more than one year's worth of vacation can transfer the balance of time exceeding one year's worth to a reserve bank.

The reserve bank vacation can be used upon submission of a written request and approval from the department head. During the term of this agreement, employees can request to sell back reserve bank vacation once per year during a thirty (30) day period of time designated by the Authority until such time as the reserve bank vacation is depleted. The total amount of reserve vacation payments for all employees represented by Local 264 (Blue Collar, White Collar and Managerial Unit) cannot exceed \$75,000 per year. Requests will be granted based on seniority. Employees who are rejected will have preference for reserve bank vacation sell back the following year. Under no circumstance can reserve bank vacation exceed one year's worth of vacation or under no circumstance can it be replenished.

## **ARTICLE VI** **SICK LEAVE**

### **SECTION 1. ELIGIBILITY AND ALLOWANCE**

Employees shall be granted paid sick leave upon the terms and conditions set forth as follows:

- (A) Employees who are unable to discharge the duties of their position on account of personal illness, shall be granted full pay during such absences to the extent that sick leave credits as described herein will allow. Sick leave may be taken in one-hour segments.

- (B) Employees on a five-day workweek, who are on a paid status for at least \*fifteen (15) days during the preceding calendar month shall be credited with .9 (nine-tenths) of a day per month on the first day of each calendar month for the first year of service.
- (C) For employees hired prior to July 1, 1986, at the completion of one (1) full year of employment, employees on a five-day workweek, who were on a paid status for at least \*fifteen (15) days during the preceding calendar month, shall be credited with 1.3 (one and three-tenths) days per month on the first day of each calendar month.
- (D) For employees hired after July 1, 1986, at the completion of one (1) full year of employment, employees on a five-day workweek who were on a paid status for at least \*fifteen (15) days during the preceding calendar month shall be credited with 1.1 (one and one-tenth) days per month on the first day of each calendar month.
- (E) For employees hired prior to October 1, 1989, unused sick leave may be accumulated in an amount not to exceed 300 (three hundred) days for employees on a five-day workweek. Employees hired after October 1, 1989, who are on a five-day workweek, are eligible to accumulate up to 180 days of sick leave credits. The unused portion of the sick leave credited to the employees for prior service with the City of Buffalo, the Buffalo Sewer Authority or the Buffalo Board of Education shall be included in such accumulation and the length of such prior service shall become part of the basis for determining the rate of credit under subdivisions (b), (c) and (d).
- (F) Regular staff holidays occurring during an employee's sick leave with pay shall not be counted as a working day against sick leave. Employees absent on sick leave without pay shall not be compensated for any holidays occurring during such leave.
- (G) Effective and retroactive to November 1, 1977, the Authority agrees that upon retirement or death, any accumulated unused sick leave up to a limit of 150 (one hundred and fifty) days can be bought back at a ratio of 1:3, (e.g. an employee with 300 days unused sick leave may use only 150 days at the rate of 1:3 - 50 days payment). The other 150 days can be applied to the employee's additional service credit for retirement as per Section 41-j of the New York State Retirement Act.
- (H) For employees who transfer service from the City of Buffalo, the Buffalo Board of Education or the Buffalo Sewer Authority, the determining factor in the employee's rate of accumulation as stated on paragraphs (b), (c) and (d) above as



well as in determining the amount of maximum accumulations for sick leave credit shall be their date of appointment with the City of Buffalo, Board of Education or the Buffalo Sewer Authority as long as said service has been continuous.

- (I) Employees shall be permitted to use their sick leave for necessary care of a member of their immediate family for up to five (5) days (in or out of home). Additional sick time may be used upon presentation of medical documentation that stipulates the need to care for the family member.

\*Employees returning from approved leaves of absence or Workers' Compensation status, who are on a paid status at least ten (10) days in the preceding month, will be credited with one-half (1/2) of the monthly accrual.

## **SECTION 2. SICK LEAVE BANK**

Upon an employee's request and submission of supporting medical documentation, a sick bank will be established with a limit of up to 50 days. A 30 day extension may be provided at the discretion of the Executive Director. In order to be eligible to contribute to the sick bank, employees must have a minimum of five (5) sick days accumulated.

## **SECTION 3. SICK LEAVE INCENTIVE**

Effective July 1, 2001, employees who have perfect attendance (no sick leave, no absences without pay and no workers' compensation leave) will receive 1.25 days' pay for each quarter (3 month period) of perfect attendance. Effective July 1, 2019 the sick incentive shall be payable on or about the first pay period after the end of each quarter. Quarters each year will be:

July 1 – September 30  
October 1 – December 31  
January – March 31  
April 1 – June 30

## **ARTICLE VII** **LEAVES OF ABSENCE WITH PAY**

### **SECTION 1. GENERAL**

Employees are entitled to any leaves of absence with pay as set forth in the Personnel Policy of this Authority not otherwise provided for herein, e.g., sick leave, disability leaves, bereavement leaves and military leaves.

## **SECTION 2. JURY DUTY**

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

Employees are required to work all available reasonable hours outside of those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule. Employees will be required to provide proof of the time at which the employee was dismissed from jury duty.

## **SECTION 3. PERSONAL LEAVE**

Each employee is entitled up to five (5) days of personal leave with pay each fiscal year according to the following schedule.

- Two (2) days of Personal leave on July 1, following date of hire.
- Three (3) days of Personal leave on the second July 1 following the date of hire.
- Five (5) days of personal leave on the third July 1 following the date of hire and each year after

In addition, effective September 17, 2018, all employees shall receive one additional personal leave day for four years, effective July 1, 2019 and ending after July 1, 2022.

This personal leave may be used at the employee's discretion provided that the employee submit his/her request with at least twenty-four (24) hours' notice, to his/her superior except where an emergency situation makes the giving of notice impossible and, provided further, that his/her absence will not seriously hamper or impede the necessary work of his/her department. Such personal leave may be taken in one-hour increments.

Personal leave is noncumulative. If personal leave is not used, it shall be added to sick leave time.

Transferees from the City of Buffalo, the Buffalo Sewer Authority or the Buffalo Board of Education shall be credited only with the unused portion of personal leave remaining for the fiscal year in which the transfer occurs.

## **SECTION 4. UNION LEAVE**

The BMHA agrees to contribute their applicable share of full salary and benefits for the President of AFSCME Local 264. This applicable share shall be computed based on the percentage of represented employees employed by the BMHA.

Also, if a BMHA employee becomes President of AFSCME Local 264, that employee shall be granted leave with full salary and benefits provided that the City of Buffalo, Buffalo Board of Education and any other municipal entity which employs members of the Union, agree, in writing, to reimburse the BMHA for their respective shares of said salary and benefits. Such respective shares shall be computed based on the percentage of represented employees in the various entities on the date of the individual becoming President. Such leave shall be for the duration of the President's term.

Such percentage shall be examined for accuracy and adjusted, if necessary, each year.

#### **SECTION 5. CIVIC DUTY**

Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally interested, shall be granted a leave of absence.

The Authority agrees to pay them the difference, if any, between the compensation they receive from the court or other public body and their regular wages for each day of service.

Employees are required to work all available reasonable hours outside of those actually required to appear before a court or other public body in accordance with the employee's regular work schedule. Employees will be required to provide proof of the time at which the employee was dismissed from the legal proceeding.

#### **SECTION 6. BEREAVEMENT LEAVE**

Each employee, including permanent, provisional and temporary paid on an annual basis, who is absent from duty on account of death in his immediate family shall receive his established compensation for the period so absent, not exceeding five (5) consecutive days, for each such death. This bereavement leave shall be non-accumulative and not charged to any other leave. It shall be clearly understood that the nature of consecutive days off shall include non-scheduled days as well as scheduled workdays. The first day of the five-day period shall be the day after death.

The employee must notify the person in charge of his request for such leave. The immediate family of the employee or of the employee's spouse shall include the spouse, parents, grandparents, children, grandchildren, brothers, sisters, father-in-law, mother-in-law, sister-in-law, brother-in-law or step relatives and any other relatives of the employee or the employee's spouse residing in the household of the employee. In addition, one (1) workday shall be granted for the death of the employee's (or the spouse of the employee) aunt, uncle, niece or nephew.

Said day of bereavement leave shall be during the wake or memorial service.

An employee who is absent from work on bereavement leave may be required to submit, to the Authority, a copy of a death certificate or a newspaper advertisement or other form of proof to validate the use of bereavement leave.

## **ARTICLE VIII** **LEAVE OF ABSENCE WITHOUT PAY**

### **SECTION 1. GENERAL**

Leaves of absence, without pay or fringe benefits, not otherwise provided for in this agreement, not to exceed one (1) year may be granted by action of the Board of Commissioners of the Authority, only for a purpose they deem appropriate, subject to the rules of the classified Civil Service. It is understood that the decision of the Board of Commissioners is final and binding.

### **SECTION 2. UNION BUSINESS**

Any employee who is elected to a union office or who is designated by the Union to do work which takes him from his employment with the Authority shall, upon the written request of the Union, be granted a leave of absence, without pay. This leave shall not exceed one (1) year, but it may be renewed or extended at any time upon the written request of the Union subject to the Rules of the Classified Civil Service of the City of Buffalo.

Any member of the Union who is selected by the Union to participate in any other Union activity shall be granted a leave of absence without pay at the written request of the Union. Such leave is not to exceed one (1) month but it may be renewed at any time upon the written request of the Union.

### **SECTION 3. MATERNITY**

Maternity leaves without pay, except for the time in the hospital, which shall be chargeable to sick leave, shall be granted upon the request of an employee and may be extended or renewed for an additional period not to exceed six (6) months. However, if the employee chooses, they shall be allowed to use vacation leave, sick leave and personal leave for maternity leave.

#### **SECTION 4. EDUCATIONAL LEAVES AND ALLOWANCES**

- A. After completing one (1) year of service, any permanent employee, upon request, shall be granted a leave of absence, without pay, for educational purposes. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed at the request of the employee, subject to the Rules of the Classified Civil Service of the City of Buffalo.
- B. One (1) year leave of absence, with any requested extension for educational purposes, shall not be provided more than once every three (3) years.
- C. Permanent employees shall also be granted a leave of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.
- D. Permanent employees who enroll in Adult Education Courses (evening courses) in order to aid or advance themselves in their present position, will be reimbursed by the Authority according to the following schedule up to a maximum of \$500 per semester, not to exceed two semesters per calendar year. A commitment from the school must be obtained and the course must be directly related to the job duties or must be within the accredited curriculum program directly related to their field.

<i>Scholastic Grade</i>	<i>Reimbursement Rate</i>
<i>A</i>	<i>100%</i>
<i>B</i>	<i>75%</i>
<i>C</i>	<i>50%</i>

If a college only has a grading schedule of satisfactory/unsatisfactory or pass/fail, you must receive a satisfactory or pass to receive 75% reimbursement.

Employees, who voluntarily leave employment with the BMHA within one year of completion of a semester, are responsible for a prorated reimbursement of the allowance paid for that semester.

- E. Employees who enroll in part-time studies to obtain any degree in a college or at a graduate level, would be permitted to use accumulated vacation or personal leave in one (1) or one-half (1/2) day segments. The course(s) must be related to present or future BMHA job prospects, projects or assignments. The employee must request approval from the Authority and demonstrate all other alternative

possibilities are exhausted. One person per department, per semester, would be allowed this leave.

- F. All such leaves must be requested in writing and require approval. These leaves will not be withheld unreasonably.

#### **SECTION 5. EMPLOYMENT OPPORTUNITIES**

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

#### **SECTION 6. MEDICAL LEAVES OF ABSENCE**

A permanent employee who has exhausted all accumulated leave, including sick leave, vacation leave and personal leave and who is unable to work because of an illness or disability may request a medical leave of absence without pay for a period of six months. Such leave may be extended or renewed upon request for an additional six months.

An employee who finds it necessary to request a medical leave of absence must follow the procedures as outlined below:

- (1) Prior to or concurrent with the expiration of accumulated leave, the employee must request, in writing, a medical leave of absence, without pay. The request must state the approximate date the leave of absence is to begin along with the approximate length of time the employee expects to be absent.
- (2) Along with the request, the employee must submit an original statement from their physician which indicates the nature of the illness and the approximate length of time the illness or disability will continue.
- (3) Medical, dental and life insurance benefits shall remain in effect during this leave of absence.

**ARTICLE IX**  
**MILITARY SERVICE**

**SECTION 1. TRAINING PROGRAM**

Any employee who is a member of the Reserve Forces of the United States or of the State of New York and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of New York shall be granted a leave of absence with pay for a period not to exceed thirty (30) days per calendar year. Employees who are ordered for reserve service, must notify the Executive Director within five (5) business days following receipt of said orders, except in the case of an emergency, at which time, the five (5) day notice shall be waived.

**SECTION 2. ACTIVE SERVICE**

Any employee who enters into active service in the Armed Forces of the United States while in the employ of the Authority shall be granted a leave of absence without pay for the period of military service. The Authority will permit each employee who enters into the active service of the United States military forces to exhaust credited vacation and personal leave benefits prior to such entry.

**ARTICLE X**  
**ABSENCE DUE TO INJURY**

- A. An employee taking leave in a worker's compensation case may not use sick, personal leave, vacation or any other type of accumulated leave benefit except as provided for in this Article.
- B. An employee returning to work from a worker's compensation status is required to contact the Personnel Division upon release from the physician involved. Employees may be required to be examined by the Civil Service physician prior to returning to work.
- C. If a worker's compensation case or claim is denied at the initial or a subsequent step by the Worker's Compensation Board, the worker's compensation carrier or by another legitimate funding agency and subsequently the employee is ruled ineligible to receive worker's compensation checks but said employee believes that he has a work related injury, disease, disability or sickness which prevents him from working and subsequently said employee initiates a formal appeal of the denial ruling, then said employee during this controverted disability period and

appeal period and while he is not working, shall be allowed to use his accumulated paid sick leave, upon the presentation of a legitimate letter from a medical doctor attesting to the severity of the disability, sickness, injury or disease and the un-employability of said employee. The paid sick leave shall cease upon the determination of employability of said employee or the determination of the compensation claim.

An employee taking leave in a worker's compensation case shall be permitted the use of sick leave during the statute waiting period.

Should the employee continue on compensation and/or be granted worker's compensation by the Worker's Compensation Board, the Employer would be entitled to the prorated share of wages compensation and the employee must reimburse the Authority with the compensation checks. The Employer will reinstate sick leave based upon the value of the compensation check as it relates to normal pay.

- D. Employees will be excused, with pay, to attend hearings before the Workers' Compensation Board scheduled in connection with claims arising from their employment with the BMHA. To receive compensation for time lost in attending such hearings, employees must notify their immediate supervisor at least two working days prior to the scheduled hearing and must provide a copy of the hearing notification which includes the date, time and location of the hearing. Written verification of attendance must also be provided. Employees must report to work both before and after the scheduled hearing.
- E. Any temporarily disabled employee that cannot perform the essential duties of their own position with a reasonable accommodation, but may perform work duties on a restricted basis may be temporarily assigned to transitional duties by the Department during the length of the employee's disability provided that the BMHA will not assign transitional work of a higher pay rate.

## **ARTICLE XI** **RETIREMENT BENEFITS**

Effective April 22, 1971, the Authority will provide the benefits of the Career Retirement Plan set forth in Section 75-i of the Retirement and Social Security Law (20 year retirement plan with 1/50th fraction thereafter). The Authority agrees to provide the guaranteed ordinary death benefit authorized by Section 60-b of the Retirement and Social Security Law. It will also provide an additional service credit for retirement purposes of one additional day for each of accumulated and unused sick leave up to a maximum of 165 days as provided in Section 41, subdivision j of the Retirement and Social Security Law so



long as permitted by such law.

**ARTICLE XII**  
**MEDICAL AND HEALTH PLAN**

**SECTION 1. MEDICAL BENEFITS**

Effective January 1, 2010, the BMHA shall provide health insurance through a single provider (currently Blue Cross/ Blue Shield) to all eligible employees through the 204 Plan, with a \$5/\$15/\$30 prescription drug benefit.

Employees hired after December 9, 2009, the date of contract ratification by all required parties, shall contribute 15% of the premium cost of the plan for family coverage and 15% of the premium cost of the plan for single coverage per month through payroll deduction.

For all employees that obtain health insurance through the BMHA, the Authority agrees to maintain the current contribution rate of \$750 per year for employees who have family coverage and \$270 per year for employees who have single medical insurance coverage. The sharing of health care savings into a 105-h plan ends at retirement.

The Authority reserves the right to change carriers upon notice to the Union, provided that the overall level of benefits shall be equal to the coverage provided at the time of the change. In the event the Authority and the Union disagree regarding whether the overall level of benefits provided by a successor plan is equal, the issue shall be presented to an arbitrator for a determination.

Employees' contribution to their health insurance and dental insurance will automatically be deducted with pretax dollars unless the employee requests, in writing, that these contributions be taken after taxes.

Employees are required to notify the Personnel Division of any changes in marital or dependent status within 10 days. Employees who fail to notify the Authority of the incidents that would result in a change in coverage will be responsible for any additional costs incurred by the Authority.

Employees will continue to be covered by the health plans in effect for the period following the expiration of their sick time provided that a doctor's certificate as to the continuance of the illness is submitted prior to the expiration of such sick leave time upon such terms and conditions as are required to pay the full cost of the plan.

The parties agree that the Authority may self-fund its medical coverage. The Authority shall not be required to submit a cost sharing proposal to implement a self-fund program.

## **SECTION 2. FLEXIBLE SPENDING ACCOUNT**

The Authority at its discretion will establish a non-refundable flexible spending account. Employees will have the option to participate in the plan for the purpose of saving tax deferred dollars to pay for eligible medical expenses

## **SECTION 3. DENTAL INSURANCE**

- A. Effective as soon as administratively possible after final approval of this agreement, the Buffalo Municipal Housing Authority shall provide at its expense GHI Preferred Plan with 100% prosthetics. The BMHA retains the right to substitute a similar plan with the same schedule of benefits. No changes will be made without prior approval of the Union.

It is agreed that prior to accepting a bid on the dental plan, the Union shall have the opportunity to review the bid in order to be certain that the benefits are equal to or greater than what is currently in effect. If a dispute should arise relative to the question of equal or better coverage, than this item may be grieved at the Union's prerogative.

This coverage shall provide the following, but shall not be limited to:

BASIC DENTAL COVERAGE  
ORTHODONTICS  
SINGLE ROOT CANALS  
PREMOLAR ROOT CANALS  
MINOR GINGIVECTOMIES  
PROPHYLAXIS  
FLUORIDE TREATMENTS

- B. Employees hired on or after the 1st of the month after final approval of this agreement shall be obliged to pay the full cost of their dental insurance, if they desire coverage, for a period of 12 months. Dental insurance coverage is optional.

Employees who wish dental insurance may pay for the coverage during the normal waiting period of twelve (12) months. The full amount will be deducted from their check by way of payroll deduction.

#### **SECTION 4. MEDICAL INSURANCE WAIVER PROGRAM**

1. The Buffalo Municipal Housing Authority will pay \$100 (one hundred dollars) per credited month up to \$1,200 (twelve hundred dollars) per year to each employee entitled to family medical insurance coverage whose spouse has medical insurance with his/her employer and to those Authority employees who have and can document access to other comparable paid medical coverage plans through an alternate employer or organizational membership if the Authority employee voluntarily waives his/her right to Authority paid medical insurance.
2. Payments will be made in four installments per year, on April 15, July 15, October 15 and January 15 if the employee's pro-rated time in the plan totals 12 months.
3. Employees desiring to waive their family medical insurance will be required to show proof of their spouse's coverage to the Authority and to their Union. Such request shall be in writing to the Authority and the Union and will be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the Authority. In addition, the employee shall execute a waiver form prepared by the Authority.
4. Upon joining the plan, the employee shall be entitled to an in-lieu payment at the next payment date prorated to reflect the employee's credited time in the plan. In-lieu payments, by law, are taxable.
5. All earnings from participation in this plan shall be paid in a separate check on the dates specified in Rule #2. The W-2 statement issued at the end of the year shall indicate these additional earnings. The portion of the payment spent on supplemental medical insurance may be deducted for income tax purposes if the employee satisfies all other requirements.
6. Should the spouse's coverage be terminated for any reason, the employee will immediately notify the Authority in writing. Upon such notification and proof to the Authority that their spouse's insurance has been canceled the Authority shall transfer the employee to the family medical insurance plan provided for by Union contract and the employee will be provided full family coverage without preconditions or lapse in coverage.

7. An employee who has waived family medical insurance coverage, and who desires to be reinstated to such family medical insurance, shall notify the Authority and the Union in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the date of receipt of such notification by the Authority.
8. Upon leaving the plan, the employee shall be entitled to an in-lieu payment at the next payment date prorated to reflect the employee's credited time in the plan since the last payment date.
9. This plan shall also apply to retirees presently provided Authority paid medical insurance
10. The Authority shall closely monitor the number of participants from each of the various groups so as not to jeopardize the existence and continuation of the group. If the response to this plan jeopardizes the group, the Authority will act to disapprove further requests for participation in the plan. A waiting list will be set up; and as opportunities become available to join the plan, employees will be taken from the top of the waiting list.

Employees who leave the plan and, at a later date, wish to rejoin, shall be assigned to the bottom of the waiting list. An employee may join or leave the plan at any time, however, an employee shall only be permitted to join or leave once, each, in any calendar year.

11. This plan will become effective as soon as administratively possible after final approval of the contract is received. Employees may express interest in joining the plan by notifying, in writing, the Personnel Department of the Authority, 300 Perry Street. Waiver forms shall be provided by the Authority.

## **SECTION 5. DENTAL INSURANCE WAIVER**

1. The Buffalo Municipal Housing Authority will pay \$12.50 (twelve dollars and fifty cents) per credited month up to \$150 (one hundred and fifty dollars) per year to each employee entitled to dental insurance coverage and who voluntarily waives his/her right to Authority paid dental insurance.
2. Payments will be made in one installment of \$150 (one hundred and fifty dollars) on or about December 1st of each year if the employee's prorated time in the plan totals 12 months.
3. Employees desiring to waive their dental insurance must make such request, in writing, to the Authority and the Union and will be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the Authority. In addition, the employee shall execute a waiver form prepared by the Authority. Employees requesting to waive dental insurance are not required to provide proof of dental coverage,
4. Upon joining the plan, the employee shall be entitled to an in-lieu payment at the next payment date prorated to reflect the employee's credited time in the plan.
5. All earnings from participation in this plan shall be paid in a separate check on or about December 1st of each year. In-lieu payments by law are taxable. The W-2 statement issued at the end of the year shall indicate these additional earnings.
6. Should the spouse's coverage be terminated for any reason, the employee will immediately notify the Authority, in writing. Upon such notification and proof to the Authority that their spouse's insurance has been canceled, the Authority shall transfer the employee to the family dental insurance plan provided for by Union contract and the employee will be provided full family coverage without preconditions or lapse in coverage.
7. An employee who has waived dental insurance coverage and who desires to be reinstated to such dental insurance shall notify the Authority and the Union in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the date of receipt of such notification by the Authority.
8. Upon leaving the plan, the employee shall be entitled to an in-lieu payment on December 1st prorated to reflect the employee's credited time in the plan since the last payment date.

9. The Authority shall closely monitor the number of participants from each of the various groups so as not to jeopardize the existence and continuation of the group. If the response to this plan jeopardizes the group, the Authority will act to disapprove further requests for participation in the plan. A waiting list will be set up and as opportunities become available to join the plan, employees will be taken from the top of the waiting list. Employees who leave the plan and, at a later date, wish to rejoin, shall be assigned to the bottom of the waiting list. An employee may join or leave the plan at any time, however, an employee shall only be permitted to join or leave once, each, in any calendar year.
10. This plan will become effective as soon as administratively possible after final approval of the contract is received. Employees may express interest in joining the plan by notifying, in writing, the Personnel Department of the Authority, 300 Perry Street. Waiver forms shall be provided by the Authority.

## **SECTION 6. RETIREES**

Employees who were hired prior to February 9, 2010, and who retire on or after February 9, 2010, who retire into the New York State Employees Retirement System directly from employment with the Authority, shall be entitled during retirement to the same medical health benefit coverage and prescription benefit coverage provided at the time of retirement according to the schedule below.

- Employees with 10 plus years of BMHA Service at no cost to the employee;
- Employees with less than 10 years of BMHA Service will contribute 10% (ten percent) of the BMHA's cost for the plan;

Employees hired on or after February 9, 2010, and before September 17, 2018, who retire into the New York State Employees Retirement System directly from employment with the Authority, shall be entitled during retirement to the same medical health benefit coverage and prescription coverage provided at the time of retirement according to the schedule below.

- Employees with 15 plus years of BMHA service, will contribute 15% (fifteen percent) of the BMHA's cost for the plan.
- Employees with less than 15 years of BMHA service will contribute 25% (twenty-five percent) of the BMHA's cost for the plan.

Such coverage shall be on a single plan basis only for retirees who, at the time of retirement, are provided a single plan, and retirees who retire with a family plan will be provided a family plan during retirement for so long as qualified under the terms of the plan with the limitation that such retiree not be permitted to add any new covered spouse or dependents to the retiree coverage plan. Retirees who retire on or after February 9, 2010 (60 days after BFSA approval), who are provided such coverage shall be required to subscribe to Medicare Part B, at retiree's expense, as soon as qualified in order that Medicare will become the retiree's primary coverage to the extent possible, and may also be placed in a Medicare Advantage Plan equal to or better than the existing plan, at the option of the Authority, as soon as practicable.

In Addition, employees hired prior to September 17, 2018 and who retire after September 17, 2018 will be placed into the Medicare Advantage Plan when they become Medicare eligible. Medicare eligible retirees can opt out of the Medicare Advantage Plan. Retirees, who opt out of the Medicare Advantage Plan will receive a retiree medical payment of \$325 each, per month for retiree and spouse, into a separate retiree 105-h account, which could be used for medical expenses in accordance with 105-h IRS rules and regulations. Medicare eligible retirees, who decline opting out of the Medicare Advantage Plan at time eligibility, will have the option each year to opt out during the Medicare Open Enrollment period (currently January 1). Spouses, who are not Medicare eligible, will remain in the 204 Plan until such time as the spouse is Medicare eligible. Retirees will have the option each year to revert back to the Medicare Advantage Plan during the Medicare Open Enrollment period.

The retiree medical payment will be adjusted each year based on the increase rate of the Medicare Part B premium as established by the Center for Medicare & Medicaid Services (CMS).

Employee hired after September 17, 2018 shall not be eligible for medical benefits upon retirement.

The BMHA agrees to pay another insurance company of the retirees choice for employees who retire after January 1, 2005, and who relocate out of the area and are no longer eligible to utilize Traditional Blue, POS 201/201 Plus or POS 204/204 Plus, coverage an amount of money equal to the amount paid to Traditional Blue, POS 201/201 Plus or POS 204/204 Plus for medical coverage. These retirees will have an opportunity to change coverage once per year during open enrollment. Payment will be issued to the insurance company once per year.

The sharing of savings into a 105-h plan that was in effect for active employees will end at retirement. Any funds remaining in a 105-h account upon retirement can still be utilized by a retiree pursuant to IRS laws and regulations. The monthly administration fee for maintaining a 105-h account will be deducted from the retiree's 105-h account after a period of two years inactivity.

Dental coverage is reserved for active employees.

#### **SECTION 7. ALTERNATE BIDS FOR DRUG PRESCRIPTION RIDERS**

Effective July 1, 1983, the Union agrees that the Housing Authority may seek bids for alternate prescription drug coverage. All bid specifications will be submitted to the Union for its approval, prior to publication. Upon receipt of the bids and notices to the Authority, the Authority may select alternate drug coverage, subject to the Union's approval of such prescription coverage.

#### **ARTICLE XIII** **INSURANCE COVERAGE**

The Authority shall provide all eligible employees a life insurance policy with the following benefits:

- (A) \$5000 PAYMENT UPON THE DEATH OF THE INSURED (EMPLOYEE).
- (B) AN ADDITIONAL \$5000 PAYMENT IF THE DEATH IS CAUSED BY ACCIDENT.
- (C) A \$2000 PAYMENT UPON THE DEATH OF A CURRENT SPOUSE.
- (D) A \$1,000 PAYMENT UPON DEATH OF DEPENDENT CHILDREN FROM THE AGE OF 14 DAYS UP TO 25 YEARS.

This coverage will be in addition to that provided by Section 60-b of the Retirement and Social Security Law.



**ARTICLE XIV**  
**SENIORITY**

**SECTION 1. DEFINITION**

Seniority within the Authority for determining priorities or elimination of jobs, layoffs or recalls means the date of an employee's first appointment on a permanent basis in the competitive class followed by continuous service in the competitive class on a permanent basis. Seniority, for the purpose of determining priorities on choice of vacation time or personal leave means the date of an employee's appointment by the Authority in the particular classification in which he is employed at the time of determination. Every twelve (12) months, the Assistant Director for Administration shall post on all bulletin boards, a seniority list showing the continuous service of each employee. Five copies shall be given to the Union by the Authority of the Official Civil Service Seniority List every twelve (12) months.

**SECTION 2. PROBATION PERIOD**

Every appointment, permanent in character, from an open-competitive list shall be for a probationary term of not less than two (2) months, but not more than 12 months in accordance with rules of New York State Civil Service Law. New employees shall be added to the seniority list at the end of their probationary period.

**SECTION 3. BREAKS IN CONTINUOUS SERVICE**

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

**SECTION 4. LAYOFF**

In the event it becomes necessary to layoff competitive employees for any reason, they shall be laid off in accordance with Civil Service Law subject to veteran's status as provided for by law.

Employees classified as non-competitive and who have successfully completed their probationary period shall be subject to lay off /recall by inverse seniority.

## **SECTION 5. CONSOLIDATION OR ELIMINATION OF JOBS**

Where, because of economies, consolidation or abolition of functions, curtailment of activities or otherwise, positions in the competitive class are abolished or reduced in rank or salary grade, suspension or demotion, as the case may be, among incumbents holding the same or similar jobs, shall be made in accordance with Civil Service Law.

The Authority and the Union agree to develop work teams (Union and Management) to discuss a career ladder and consolidation of positions (various blue collar titles, Management & Occupancy Department titles, and clerical series) throughout the Authority.

## **SECTION 6. METHOD OF RECALL PROCEDURE**

- A. Employees shall be recalled from layoff according to their seniority on the preferred list established in accordance with Civil Service Law.
- B. The Authority will notify the laid off employee, by registered mail at his last known address, that has been offered recall in line with his continuous service. If the employee fails to report for work by ten (10) working days from the date of mailing of the notice of recall, the employee shall be considered a "quit".

## **ARTICLE XV** **WORK FORCE CHANGES**

### **SECTION 1. METHOD OF FILLING POSITIONS**

- A. The term promotion means and shall be defined as the advancement of an employee from a lower salary grade position within the promotional ladder as determined by the local Civil Service Administration. The advancement of an employee to a higher paying position is not necessarily a promotion.
- B. In case of promotion or whenever a new job classification opening or a vacancy occurs, other than temporary, the position shall be filled in accordance with Civil Service Rules of Procedure, and selections shall be made from the appropriate Civil Service list until the list of names is incomplete.
- C. Should a vacancy occur which cannot be filled by reason of the absence of an appropriate Civil Service list, then, in such case, a proper notice of this vacancy shall be posted on all bulletin boards for a period of ten (10) working days, stating the job titles, pay rate and necessary qualifications for the job as well as the title or titles eligible under normal Civil Service rules to compete for the job on a

promotional basis.

- D. An employee may apply, in writing, for such position and submit such application to the Human Resource Director.
- E. The vacancy will be filled from among employees who have expressed their desire, in writing, to the Authority for the appointment to the position. The position will be filled from one of the top five in seniority from among those qualified applicants who have demonstrated their competence that they are capable to fulfill the responsibilities of the higher job.
- F. The Union shall be notified by the Authority, in writing, within five (5) days of all job vacancies caused by resignation, retirement or for "just cause" discharge. The vacancies shall be filled in accordance with the terms of this Agreement.
- G. The Authority agrees to notify the Union of all new titles.

## **SECTION 2. TEMPORARY VACANCIES**

- A. Whenever an employee is assigned to fill a temporary vacancy, he shall be paid pursuant to Article III, Section 4.
- B. In the event of a temporary job vacancy and in the absence of an appropriate Civil Service list, the vacancy will be filled from one of the top five in seniority from among those qualified applicants who have demonstrated their competence that they are capable to fulfill the responsibilities of the higher job.

## **SECTION 3. TRANSFERS**

- A. Where transfers are permitted by the Authority, employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer.
- B. Employees requesting transfers for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications on the basis of seniority, with approval of the Civil Service Administration and also with the consent of the Authority.
- C. Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of equal pay and classification on the basis of seniority with the approval of the Civil Service Administration and also with the consent of the Authority.

#### **SECTION 4. BUMPING**

When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights in accordance with Civil Service Law. Such employee may, if he so desires, replace any employee in the same job classification, pursuant to Civil Service Law, provided that he has greater seniority than the employee within the Authority, whom he replaces.

#### **SECTION 5. DISTRICT MANAGER**

The Authority agrees to upgrade up to four (4) Housing Manager Positions to District Manager. In the event that it becomes necessary to fill the District Manager position provisionally, the position will be filled by a Housing Manager on a promotional basis by qualification as determined by the Authority.

### **ARTICLE XVI** **SETTLEMENT OF DISPUTES**

#### **SECTION 1. GRIEVANCE AND ARBITRATION PROCEDURES**

- A. Any grievance, controversy or dispute which may arise between the parties regarding the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1. The employee, in conjunction with the Union, shall submit the grievance orally to the employee's immediate supervisor within five (5) working days of its occurrence. If at that time, the Union is unaware of the grievance when it arises, it along with the employee shall take it up within five (5) working days of learning of its existence. The Union, without the employee, may also initiate this action.

STEP 2. If a satisfactory settlement or disposition is not made within two (2) working days from the date of the submission of the grievance, the employee, with the Union, may submit the grievance, in writing, to the Director of Management, who shall answer same within five (5) working days after receipt of the written grievance.

Any grievance not so filed by a Union employee may be cause for added discussion between the Authority and the Union prior to advancing through the procedure.

All written grievances shall state the Article and/or Articles and Section(s) of the Agreement alleged to have been violated. If the answer is a rejection of the grievance, the Director of Management shall detail his reasons, in writing.

STEP 3. If a satisfactory settlement or disposition is not made within five (5) working days from the date of the written submission of the grievance to the Director of Management, the Union may, with the employee, within ten (10) working days thereafter, submit the grievance with the answer of the department head, with any reply thereto, to the Executive Director of the Authority. The Executive Director of the Authority shall schedule a meeting with employee and Union representatives, to be held, not later than ten (10) working days after the date of the receipt of the grievance and any accompanying papers, at his office. The Executive Director of the Authority shall, within five (5) working days thereafter set forth, in writing, his answer to the grievance.

STEP 4. If not satisfied with the Executive Director's answer, the Union may, within ten (10) working days after receipt thereof, request that the matter be submitted to an impartial arbitrator, assigned by the Arbitration Section of the New York State Public Employment Relations Board. The Arbitrator shall issue his decision within thirty (30) days after the conclusion of testimony and argument. His decision shall be final and binding upon the parties.

The failure of the Union and the employee to take any of the action authorized by this Section within the time limits therefore shall constitute a waiver of the right to proceed further and shall terminate the proceeding.

## **SECTION 2. MATTERS RELEVANT TO GRIEVANCE PROCEDURE**

- A. The Authority and the Union shall provide agreed upon grievance forms in adequate numbers.
- B. The time limits, in the procedure may be extended by mutual agreement, in writing.
- C. Any step of the grievance procedure may be bypassed by mutual agreement.
- D. Neither the Executive Director of the Authority nor the Arbitrator may consider

any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.

- E. In the case of a group, policy or organizational type grievance, the grievance may be submitted directly to the Executive Director by the Union.
- F. For the purposes of definition, days shall not include Saturday, Sundays or Holidays.
- G. Expenses for the Arbitrator's service and the proceedings shall be borne equally by the Authority and the Union.
- H. No Arbitrator functioning under provisions of the grievance procedure shall have the power to amend, modify or delete any provision of this Agreement or render any award contrary to the Laws of the State of New York.

## **ARTICLE XVII** **DISCIPLINE AND DISCHARGE**

### **SECTION 1. DISCIPLINARY ACTION**

- A. A person holding a position by permanent appointment or employment shall not be removed or otherwise subjected to any disciplinary penalty provided for in this Article, except for incompetence or misconduct shown after a hearing upon stated charges.
- B. Disciplinary penalties, actions or measures shall consist of the following:
  - (1) Reprimand.
  - (2) A fine not to exceed \$100 to be deducted from the salary or wages.
  - (3) Suspension without pay for a period not to exceed two (2) months.
  - (4) Demotion in grade or title.
  - (5) Dismissal from service.

### **SECTION 2. PROCEDURE**

- A. A person against who disciplinary action is proposed shall be served with a written copy of the charges preferred against him. A copy of the charges shall also be served upon the Union. The answer to the charges shall be served upon the Executive Director within ten (10) days. If the accused fails to file an answer in the above time period, he shall be allowed to offer testimony at a hearing in

mitigation of any penalty that may be imposed.

- B. Should the accused submit an intention of a plea of guilty to the Executive Director within ten (10) days after the receipt of said charges, the Executive Director or designee shall convene a hearing within ten (10) days of this receipt to hear testimony/evidence which may be submitted in mitigation of a penalty.

Prior to the formal submission of a guilty plea at this hearing, informal discussions as to the severity of the penalty may be requested by the Union or the employee. At such hearing, the accused person shall have the opportunity to be represented by the Union or by legal counsel. He may, if he so desires, present witnesses in his behalf. At any stage of the disciplinary process, the Executive Director may dismiss or withdraw the charges.

Should a formal plea of guilty be entered, the Executive Director or his designee shall impose a penalty based upon the provision of Section 1 (B) above, taking into consideration, witnesses, testimony, evidence and the aforementioned prior discussions of penalties.

The Executive Director or his designee at this stage of the progressive disciplinary process shall be deemed to be the person designated under Section 32, Article 2 of the Civil Service Law and by the Authority for that purpose within the meaning of Section 75 of the Civil Service Law of the State of New York.

An "Agency Shop" employee at any stage of the progressive disciplinary process may elect to represent himself, seek private counsel or request Union representation, (a Union representative shall be present at each step).

- C. Lacking a resolution of the charges or if a plea of not guilty be entered, a formal hearing shall be held within thirty (30) days of the charges preferred.
- D. This formal hearing shall be chaired by a third party Impartial Hearing Officer, mutually selected from a predetermined list of hearing officers.

At such hearing the accused person shall have the opportunity to be represented by the Union or by legal counsel. He may, if he so desires, present witnesses in his behalf.

The Hearing Officer shall be deemed to be the person designated by the Authority for that purpose within the meaning of Section 75 of the Civil Service Law of the State of New York and shall be vested with all the powers of the Authority and shall make a record of such hearing.

His findings and recommendations shall then be referred to the Executive Director of the Authority for review and decision within thirty (30) days.

- E. The acceptance of the recommendation, final decision, penalty or any modification shall be made known to the accused and the Union within thirty (30) days of the close of the hearing.

If there should be a penalty recommended and/or if it should be modified, the Executive Director shall detail his reasons for this non-acceptance.

- F. Nothing contained herein shall prevent or preclude the parties from jointly agreeing on an individual to make a record of such hearing(s).
- G. The burden of proving the charges preferred shall be upon the person alleging same. Compliance with technical rules of evidence shall not be required.
- H. The parties agree that all expenses involved in such hearing shall be paid by the Authority in full.

**SECTION 3. SUSPENSION PENDING DETERMINATION OF CHARGES:  
PENALTIES**

- A. Pending the hearing and the determination of charges, the person against whom such charges have been preferred may be suspended without pay for a period not to exceed thirty (30) calendar days.
- B. The penalty or punishments imposed shall be set forth in Section I(B) of this Article.
- C. If the charges are not sustained, the accused person shall be restored to his position with full pay for any period of suspension less the amount of compensation which he may have earned in any other occupation or employment or any unemployment benefits he may have received during such period.
- D. If the accused person is found guilty, a copy of the charges, his written answer thereto, a transcript of the hearing and the final determination itself, shall be filed in the Office of the Authority and a copy thereof shall also be filed with the Municipal Civil Service Administration. A copy of the transcript of the hearing shall, upon the request of the accused person so found guilty, be furnished to him without charge.



- E. No removal or disciplinary proceeding shall be commenced more than one (1) year after the occurrence of the wrongdoing complained of, or its discovery, if later. However, such limitation shall not apply where the wrongdoing complained of would, if proved in a court of appropriate jurisdiction, constitute a crime.
- F. Any person believing himself aggrieved by a penalty or punishment or demotion or dismissal from the service, or suspension without pay, or a fine imposed pursuant to the provisions of this Article, may appeal such action either by an application to the State Supreme Court, in accordance with the provisions of Article 78 of the Civil Practice Law and Rules or an appeal to the Municipal Civil Service Administration. He shall file such appeal, in writing, within twenty (20) days after receiving written notice of the determination to be reviewed. In accordance with the provisions of Section 76 of the Civil Service Law, the decision of the Civil Service Administration shall be final and conclusive and not subject to further review in any court.

**ARTICLE XVIII**  
**UNION ACTIVITIES ON AUTHORITY TIME**

**SECTION 1. STEWARDS AND REPRESENTATIVES**

- A. The Authority agrees that during working hours, on its premises for reasonable periods of time and without loss of pay, Union Stewards and properly designated representatives of the Union shall be allowed to:
- Investigate and process grievances
  - Post Union notices
  - Distribute Union literature
  - Solicit Union membership during other employee's non-working time
  - Attend negotiating meetings
  - Transmit communications, authorized by the Local Union or its officers, to the Authority or its representatives
  - Consult with the Authority, its representatives, Local Union Officers, or other Union representatives concerning the enforcement of any provisions of this Agreement

Accredited Union representatives shall notify the person in charge of their department or his designee whenever they wish to attend to Union business on Authority time. This Union representative must notify his/her supervisor not less than forty-eight (48) hours prior to the time that they wish to attend to Union

business, except when an emergency arises, in which case the person will simply notify his/her supervisor.

The Authority may deny request for union activity leave if exigent circumstances exist. Approval of Union leave time shall not be unreasonably withheld.

- B. Union representatives as referred to in this section shall consist of one steward for each project, the Local Union President, Secretary-Treasurer, Executive Board Chairman and Business Representative.
- C. The Chapter Chairman or Stewards may be transferred from one location to another or assigned one shift to another on the basis of operational needs within the departments of the Housing Authority and shall not be the direct result of union activities. Shift assignments will be based on the seniority wheel (inverse seniority) established for the titles that work the seven-day operation.
- D. If there is a dispute and the Chapter Chair or Steward alleges the transfer is a direct result of retaliation, the transfer will be held pending resolution through the grievance procedure.
- E. The names of employees selected as Stewards, and the names of other Union representatives who may represent employees shall be certified, in writing, to the Authority by the Local Union.

## **SECTION 2. GRIEVANCE COMMITTEE**

- A. The Union Grievance Committee may, upon request, meet with the Executive Director once a month at a mutually convenient time.
- B. The Union Grievance Committee shall consist of the Union President, Secretary-Treasurer, and one Grievance Committee member. The Business Representative shall also be a member of the Union Grievance Committee.
- C. All Grievance Committee meetings shall be held during working hours, on the Authority premises, and without loss of pay.

## **SECTION 3. SAFETY**

The Steward on the project shall have the responsibility to report, in writing, to the person in charge of the project any unsafe conditions observed in the operation of the project.

#### **SECTION 4. CONTRACT NEGOTIATING COMMITTEE**

The Union shall be permitted to have six (6) members on the Negotiating Committee, without loss of pay, who shall serve as Union Negotiators on any reopening, amendment, and/or modification to the present Agreement and/or on any new Agreement between the parties. These shall be in addition to the President, Secretary-Treasurer and Business Representative of the Local Union.

#### **SECTION 5. UNION ELECTIONS**

All employees represented by the Union shall be allowed two hours' time off to participate in Union elections.

#### **ARTICLE XIX** **AUTOMOBILE ALLOWANCE**

Effective upon final approval of this Agreement, December 9, 2009, employees authorized by their Department Head to use their personal automobile on a regular basis will be reimbursed at a monthly rate of \$225. All Housing Managers will receive a monthly auto allowance.

Housing Managers, who are absent from work for ten (10) or more consecutive days, shall receive a prorated share of the monthly rate based on the number of days the employee was present at work.

This section shall not preclude the Authority from assigning Authority vehicles whenever available.

#### **ARTICLE XX** **CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK**

During the term of this Agreement, the Authority shall not contract out or subcontract any public work, except at new facilities, performed by employees covered by this Agreement that would mean the displacement of any employee covered by this Agreement, except by mutual agreement by the Authority and the Union, or in cases of emergency as determined by the Authority. The emergency section of this Article shall not be abused.

**ARTICLE XXI**  
**UNION BULLETIN BOARDS**

The Authority agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. These boards shall be three feet by four feet and shall display the Union insignia. The Union shall limit its posting of notices and bulletins to such bulletin boards.

**ARTICLE XXII**  
**SAFETY CLOTHING AND ACCESSORIES**  
**SUPPLIED BY THE AUTHORITY**

- A. All employees who will require uniforms and special equipment including protective glasses, gloves, rain gear and boots shall be furnished these without charge to the employee.
- B. Cell Phone Reimbursement – The Authority will reimburse Housing Managers \$25 per month payable the first pay period after the previous month, for use of their personal cell phones for Authority Business.

**ARTICLE XXIII**  
**ACCESS TO PREMISES**

The employer agrees to permit representatives of the International Union, the Union Council and the Local Union to enter the premises of the employer for individual discussion of working conditions with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employee.

**ARTICLE XXIV**  
**LAYOFF NOTICE OR PAY IN LIEU THEREOF**

Permanent employees to be laid off will have at least ten (10) working days' notice of layoff or pay in lieu of notice.

**ARTICLE XXV**  
**AID TO OTHER UNIONS**

The employer agrees there will be no aid, promotion or financing of any other labor group or organization which purports to engage in collective bargaining, nor shall a check off of dues be permitted for such other organization by the employer during the term of this Agreement.

**ARTICLE XXVI**  
**CIVIL SERVICE EXAMINATIONS WITH PAY**

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 Administration.

**ARTICLE XXVII**  
**PAY FOR OUT-OF-TITLE WORK**

Effective July 1, 1986, whenever an employee is assigned to fill a temporary vacancy, in writing, for more than one working day, he shall be paid, retroactive to the first day that he was working in this job title, the wage rate at the same step level established for the position which he is currently enjoying or his own rate whichever is higher.

**ARTICLE XXVIII**  
**MEMBERSHIP PACKETS**

The Authority will allow membership packets furnished by the Union to be placed in a suitable area so they may be obtained by new employees.

**ARTICLE XXIX**  
**PRINTING OF THE AGREEMENT**

The contract shall be prepared jointly by the Union and the Authority. The pages shall be numbered and an index inserted. The Authority and the Union shall share equally the costs incurred in the printing of the Union agreement. If there is no mutual agreement in the choice of a printer, the low Union bidder shall be selected. The number of copies of the contracts shall be agreed to by the Union and the Authority. Contract Books shall be printed and ready for distribution within forty-five (45) calendar days, after receipt of all required parties.

**ARTICLE XXX**  
**SPECIAL EMERGENCY OR SPECIAL HOLIDAY**

Whenever a special emergency or holiday is declared for the BMHA Administrative Offices by proclamation of the Executive Director necessitating the closing of BMHA Administrative Offices, those employees covered by this Agreement required or requested to work shall be compensated with another day off with pay in lieu of the holiday or emergency day.

**ARTICLE XXXI**  
**REVIEW OF PERSONAL HISTORY FOLDER**

An employee shall, within fifteen (15) days of a written request to the Authority, have an opportunity to review his personal history folder in the presence of an appropriate official. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

**ARTICLE XXXII**  
**PLEDGE AGAINST DISCRIMINATION AND COERCION**

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or any reason whatsoever. The Union shall share equally with the Authority the responsibility for applying this provision of the Agreement.
- B. Work rules shall be reasonable and shall be applied or enforced in a fair and equitable manner.
- C. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include the male and female employees.
- D. The Authority agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Authority or any Authority representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.

**ARTICLE XXXIII**  
**MAINTENANCE OF BENEFITS**

All conditions or provisions beneficial to employees now in effect, which are not specifically provided for elsewhere in this Agreement, shall remain in effect for the duration of this Agreement unless mutually agreed otherwise between the Authority and the Union, provided, however, where a provision in this Agreement specifically replaces such a condition or provision, then the latter shall no longer continue to be applied.

**ARTICLE XXXIV**  
**JOB REEVALUATION**

If during the life of this Agreement, the Union requests job reevaluation because of the content of a job changing, the Authority agrees to negotiate on the matter. If no mutual Agreement is reached within thirty (30) calendar days, the matter of job reevaluation shall become subject to the impartial arbitration procedures of this Agreement.

**ARTICLE XXXV**  
**EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME PERSONNEL**

In compliance with Section 3 of the Housing and Urban Development Act of 1968, P.L. 90-448, it is understood that to the greatest extent feasible, and subject to the requirements of Section 32 of the Public Housing Law of the State of New York, opportunities for training and employment in the operation and administration of the housing projects under the jurisdiction of the Authority shall be given to lower income persons residing in the area of such housing projects.

**ARTICLE XXXVI**  
**GENERAL PROVISIONS**

- A. This Agreement and all provisions herein are subject to all applicable laws and to the availability of funds. In the event that any provision herein is found to violate such laws, said provision shall not bind either of the parties but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had never been a part of this Agreement.
- B. Employees are required to supply the Authority with their correct address and telephone number. A change in address must be made known to the Authority, in writing, within ten business days.
- C. If any provision is invalidated, the Authority and the Union agree to negotiate a replacement provision to be mutually agreed upon.

**ARTICLE XXXVII**  
**PERSONNEL POLICY**

All references to the Personnel Policy of the Authority shall remain in the Agreement. However, a copy of this policy shall be given to the Union, upon approval of the Memorandum of Agreement.

**ARTICLE XXXVIII**  
**RESIDENCY**

- A. Employees hired after December 9, 2009, must have a City of Buffalo domicile at the time of examination and appointment and must continue such domicile for the duration of their employment with the Authority.
- B. Employees hired prior to December 9, 2009, must be residents of the City of Buffalo at the time of examination and appointment and must continue to be residents unless and until they have reached fifteen years (15) of service with the Authority including prior service with the City of Buffalo, the Buffalo Sewer Authority and/or the Buffalo Board of Education.
- C. Eligible employees, pursuant to paragraphs (B) above will not be barred from participating in any promotional examination and subsequent appointment based on non-residency; however, they must become City residents within six (6) months of the date of appointment or forfeit such appointment.
- D. Eligible employees, pursuant to paragraph (B) above, who reside outside of the City of Buffalo, will be charged an annual fee. The fee will be based on the average property tax of average homestead property, but will be no less than \$800, and no more than \$1, 300 annually. Employees previously exempt from the residency requirement (pursuant to the contractual language that went into effect July 1, 1979), and whose current address of record reflects this exemption, are not subject to the fee.
- E. For the purpose of this agreement, residency shall be defined as both having residency and being domiciled within the corporate limits of the City of Buffalo.

**ARTICLE XXXIX**  
**RETROACTIVE PAYMENTS**

The Authority will, if necessary, authorize overtime to expedite the preparation of retroactive checks.



**ARTICLE XL**  
**LEAVE OF ABSENCE RETURN**

**SECTION 1. GENERAL**

Failure to report for duty within ten (10) working days of the expiration of a leave of absence without pay or any extension thereof, or failure to return to work after ten (10) working days when absent without leave, shall be deemed to be the equivalent of a resignation from the service of the Authority, provided, however, registered letters, return receipt requested, are to be sent to the employee at their last known address, and to the Union during or after the expiration of the ten (10) working days.

This letter shall reproduce this section and indicate to the employee, that their job is in jeopardy that he/she must return to work and that failing to return to work, shall constitute termination from service with this Authority.

**SECTION 2. BENEFITS**

An employee who fails to report for duty is subject to loss of fringe benefits as outlined below:

- A. An employee who is absent from duty for ten (10) consecutive working days without pay or permission is liable to pay the entire cost of medical insurance, dental insurance and life insurance normally provided for by the Authority for that month, upon return to work.
- B. An employee who is absent from work without permission for twenty (20) consecutive working days is not entitled to health insurance, dental insurance or life insurance. The Authority shall cancel said employee's insurance effective the close of business of the twentieth (20th) consecutive working day.

**ARTICLE XLI**  
**UNASSIGNED JOB TITLES AND CHANGE IN TITLE**

Obvious Managerial titles (Local 650, White Collar Unit, and City of Buffalo) shall be placed into the Authority's Managerial Unit.

**ARTICLE XLII**  
**NOTICE REQUIRED BY CIVIL SERVICE**  
**LAW SECTION 204-a**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XLIII**  
**LABOR MANAGEMENT COMMITTEE**

**SECTION 1. GENERAL**

The Authority and the Union agree to form a Labor/Management Committee to deal with a variety of Labor/Management items and problems especially those involved with the Employee Benefit Package.

Paramount consideration in these quarterly meetings will be problems of escalating medical premiums, the cutting of costs and the maintenance of the level of coverage.

**SECTION 2. PROMOTIONAL OPPORTUNITIES**

A committee shall be established with members from the Authority and the Union to discuss promotional opportunities within the Authority.

**ARTICLE XLIV**  
**CODE OF ETHICS**

The Authority's Code of Ethics adopted by the Union has been modified/amended to incorporate the following changes:

- (1) Employees will acknowledge receipt of documents (signature may not be required)
- (2) Violations - Contract Disciplinary Procedures (S-75)
- (3) Disclosure Statement rescinded
- (4) Transmittal of Code of Ethics by regular mail or internal distribution

**ARTICLE XLV**  
**PERFORMANCE REVIEW**

The Buffalo Municipal Housing Authority shall implement an annual performance review for all permanent employees. The Authority agrees that these performance evaluations shall not be used for disciplinary charges.

The parties agree to form a committee to include one representative from each bargaining unit of Local 264 together with the Authority to develop non-subjective performance standards which measure productivity.

**ARTICLE XLVI**  
**DRUG AND ALCOHOL TESTING**

The Buffalo Municipal Housing Authority shall implement drug and alcohol testing for employee based on reasonable suspicion.

**ARTICLE XLV**  
**DURATION AND TERMINATION**

This Agreement shall be effective as of the first day of July, 2011, and shall remain in full force and effect, subject to the approval of the Buffalo Municipal Housing Authority Board of Commissioners and all required parties until the 30th day of June, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred fifty (150) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

In witness whereof, the parties hereto have set their hands

This 17th day of September, 2018.

BMHA CHAIRMAN:

\_\_\_\_\_  
DAVID RODRIGUEZ

BMHA EXECUTIVE DIRECTOR:

\_\_\_\_\_  
GILLIAN BROWN

LOCAL 264 PRESIDENT:

\_\_\_\_\_  
SEAN CARNEY

Master Contract Local 264  
Managerial Unit through June 30, 2023