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SCOTT BILLMAN BURA GENERAL COUNSEL

AGREEMENT

N.Y.S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

AUG 13 2010

BUFFALO OFFICE

by and between the

**CITY OF BUFFALO
URBAN RENEWAL AGENCY**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**



Buffalo Urban Renewal Agency Unit
Erie County Local 815

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AUG 18 2010

July 1, 2001 - June 30, 2004

ADMINISTRATION

Hiroyo Kurokawa

TABLE OF CONTENTS

TITLE	PAGE
Preamble.....	1
ARTICLE 1 RECOGNITION.....	1
1.1 RECOGNITION.....	1
1.2 TRANSFEREES.....	1
ARTICLE 2 COLLECTIVE BARGAINING UNIT.....	1
2.1 UNIT INCLUSION.....	1
2.2 NEW TITLES.....	2
ARTICLE 3 DISAFFIRMANCE OF RIGHT TO STRIKE.....	2
3.1 UNION REAFFIRMATION.....	2
3.2 LOCKOUT BY EMPLOYER.....	2
ARTICLE 4 UNION SECURITY.....	2
4.1 DUES AND FEES.....	2
4.2 AGENCY SHOP.....	3
4.3 AGENCY INDEMNIFICATION.....	3
ARTICLE 5 GENERAL PROVISIONS.....	4
5.1 MANAGEMENT RIGHTS.....	4
5.2 PRODUCTIVITY.....	4
5.3 ACCESS TO EMPLOYEES.....	4
5.4 EMPLOYEE LISTING.....	4
5.5 RESIDENCY.....	5
5.6 PLEDGE AGAINST DISCRIMINATION & REPRISAL	5
5.7 BULLETIN BOARDS.....	5
ARTICLE 6 GENERAL PERSONNEL PRACTICES.....	6
6.1 POSTING OF VACANCY.....	6
6.2 FILLING VACANCIES.....	6
6.3 PROMOTION AND TRANSFER.....	6
6.4 SENIORITY, LAYOFF AND RECALL.....	6
ARTICLE 7 HOURS OF WORK.....	8
7.1 HOURS OF WORK.....	8
7.2 WORK WEEK.....	8
7.3 WORK DAY.....	8
7.4 REST BREAKS.....	8
7.5 EMPLOYEE NOTIFICATION.....	9
7.6 REPORT OF ABSENCE AND TARDINESS.....	9
ARTICLE 8 OVERTIME.....	10
8.1 OVERTIME.....	10
8.2 COMPENSATORY TIME.....	10
8.3 DISTRIBUTION OF OVERTIME.....	10
8.4 RECORD OF OVERTIME HOURS WORKED.....	11
ARTICLE 9 OUT OF TITLE WORK.....	11
9.1 HIGHER PAYING POSITION.....	11
9.2 LOWER PAYING POSITION.....	11

TABLE OF CONTENTS
(continued)

TITLE	PAGE
ARTICLE 10	HOLIDAYS..... 11
10.1	PAID HOLIDAYS..... 11
10.2	DAY OF OBSERVANCE..... 11
10.3	HOLIDAY WORK..... 11
10.4	HOLIDAY HOURS WORKED..... 12
10.5	HOLIDAY DURING VACATION PERIOD..... 12
ARTICLE 11	VACATION..... 12
11.1	ELIGIBILITY AND ALLOWANCE..... 12
11.2	PAYMENT..... 14
11.3	CHOICE OF VACATION PERIOD..... 14
11.4	VACATION RIGHTS IN CASE OF LAYOFF, RETIREMENT OR SEPARATION..... 14
11.5	CHANGING VACATION PERIODS..... 15
11.6	VACATION CARRYOVER..... 15
ARTICLE 12	SICK LEAVE..... 15
12.1	ENTITLEMENT..... 15
12.2	UNUSED SICK LEAVE..... 17
12.3	PERFECT ATTENDANCE..... 17
ARTICLE 13	LEAVES OF ABSENCE WITH AND WITHOUT PAY.. 17
13.1	JURY DUTY..... 17
13.2	PERSONAL LEAVE..... 17
13.3	NOTICE OF PERSONAL LEAVE..... 18
13.4	BEREAVEMENT LEAVE..... 18
13.5	TRAINING PROGRAMS..... 19
13.6	LEAVE OF ABSENCE WITHOUT PAY..... 19
13.7	FAMILY AND MEDICAL LEAVE ACT..... 19
ARTICLE 14	HEALTH AND INSURANCE BENEFITS..... 19
14.1	HEALTH INSURANCE..... 19
14.2	ELIGIBILITY AND CONDITIONS..... 20
14.3	PAYMENT IN LIEU OF MEDICAL INSURANCE PROGRAM..... 22
14.4	DUPLICATION OF COVERAGE..... 23
14.5	HEALTH INSURANCE ALTERNATIVES..... 23
14.6	DENTAL COVERAGE..... 24
14.7	PAYMENT IN LIEU OF DENTAL BENEFITS..... 24
14.9	LIFE INSURANCE..... 24
14.10	FLEXIBLE SPENDING ACCOUNT..... 25
ARTICLE 15	RETIREMENT BENEFITS..... 25
15.1	ENTITLEMENT BENEFITS..... 25

TABLE OF CONTENTS
(continued)

TITLE	PAGE
ARTICLE 16	SETTLEMENT OF DISPUTES..... 25
16.1	DEFINITIONS..... 25
16.2	PROCEDURE..... 26
ARTICLE 17	DISCIPLINE AND DISCHARGE..... 28
17.1	DISCIPLINARY ACTION..... 28
17.2	PROCEDURE..... 29
17.3	SUSPENSION PENDING DETERMINATION OF CHARGES, PENALTIES..... 29
17.4	REVIEW OF PERSONAL HISTORY FILE..... 30
ARTICLE 18	SALARIES..... 30
18.1	SALARY..... 30
18.1.2	UPGRADES..... 31
18.2	PAYMENT..... 31
18.3	INCREMENTAL STEPS..... 31
18.4	LONGEVITY..... 31
18.5	DEFERRED COMPENSATION..... 31
18.6	PROTECTIVE AND FOUL WEATHER GEAR..... 32
ARTICLE 19	AUTO ALLOWANCE..... 32
19.1	ENTITLEMENT..... 32
19.2	DRIVER'S LICENSE REQUIREMENT..... 32
ARTICLE 20	UNION RELEASE TIME..... 33
20.1	GENERAL RELEASE TIME..... 33
20.2	UNION PRESIDENT..... 33
20.3	NEGOTIATING COMMITTEE..... 34
ARTICLE 21	SUBCONTRACTING..... 34
ARTICLE 22	SAVINGS CLAUSE..... 34
22.1	GENERAL..... 34
22.2	REPLACEMENT PROVISION..... 34
ARTICLE 23	LEGISLATIVE PROVISION..... 34
23.1	TAYLOR LAW REQUIREMENT..... 34
ARTICLE 24	DURATION..... 35
	APPENDIX A - UPGRADES..... 36
	APPENDIX A1 - WAGE SCHEDULES..... 37 - 42
	APPENDIX B - GRADE ALLOCATION..... 43 - 45
	LETTER OF INTENT..... 46

P R E A M B L E

This Agreement is made by and between the City of Buffalo Urban Renewal Agency, Erie County, New York, hereinafter known as the "AGENCY" or "EMPLOYER" and the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO, the certified bargaining agent for Local 815, Buffalo Urban Renewal Agency Unit.

ARTICLE 1 RECOGNITION

SECTION 1.1

The Agency recognizes the CSEA Local 1000, AFSCME, AFL-CIO, the certified bargaining agent for Local 815, Buffalo Urban Renewal Agency Unit, as the sole and exclusive representative for all employees whose job titles appear in the PERB Certification Order (Case No. C-2610 dated September 14, 1983) attached hereto as Appendix B for the purpose of collective negotiations to determine wages, salaries, hours of work, benefits and all other terms and condition of employment, processing and settling grievances, administration of the terms and conditions of employment contained in the Agreement, as well as for all other matters affecting the terms and conditions of employment of the aforementioned employees. The Union shall have the aforementioned representation rights for the maximum period permitted by law.

SECTION 1.2 - TRANSFEREES

Those employees transferring into a position represented by the Union from another position with the City, the Board of Education, Buffalo Municipal Housing Authority or Buffalo Sewer Authority, will receive automatic credit for months of qualifying service in the current calendar year.

Months and/or years of service which have been previously credited and/or compensated for purposes of vacation, sick leave, personal leave, longevity, health insurance and salary schedule (3 tier or 5 tier) will be adjusted accordingly. Under no circumstances will an Agency employee be credited with the above listed entitlements more than once for any period (months and/or years) of time. Determinations of appropriate entitlements listed above shall be made by the Vice Chairman of the Agency upon the advice of the Division of Labor Relations.

ARTICLE 2 COLLECTIVE BARGAINING UNIT

SECTION 2.1 - UNIT INCLUSION

The Collective Bargaining Unit shall be comprised of all employees whose titles are set forth in the PERB Certification Order (Case No. C-2610 dated September 14, 1983).

SECTION 2.2 - NEW TITLES

The Agency agrees to consult with the Union regarding any new titles which may have been created since the request for recognition or which may have been created since PERB certification in an attempt to reach an agreement as to whether the title should be placed in the Collective Bargaining Unit.

ARTICLE 3
DISAFFIRMANCE OF RIGHT TO STRIKE

SECTION 3.1 - UNION REAFFIRMATION

The Union reaffirms that it does not and will not assert the right to strike or to engage in other concerted stoppage of work or slowdown by its members against the Agency nor to assist or participate in any such acts, nor to conceal, advise, or participate in such a strike or other acts as herein defined in this Section 1 during the term of this Agreement.

In the event that the Union or any of its members are found to be in violation of the provisions of this Section, the Union or its said members shall be subject to all the penalties imposed by law.

SECTION 3.2 - LOCKOUT BY EMPLOYER

The Employer agrees that it will not lock out any employee(s) or group of employees covered under this Agreement.

ARTICLE 4
UNION SECURITY

SECTION 4.1 - DUES AND FEES

The Agency shall deduct and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, and/or its designated agent, on a biweekly basis, regular membership dues from the wages of those employees who filed an appropriate written authorization to do so with the Commissioner of the Department of Administration and Finance. The Agency agrees to deduct and remit such dues exclusively for the Union as the recognized, exclusive negotiating agent for employees in the Unit, and shall not extend the privilege to any other labor union or organization.

Necessary authorization forms shall be provided by the Union. The amount to be deducted from each employee's wages shall be certified to the Commissioner of the Department of Administration and Finance by the Union. These deductions shall continue in effect until a written revocation of the authorization is filed by the employee with the Commissioner of the Department of Administration and Finance by registered mail and a duplicate copy thereof has also been served upon the Union by registered mail.

Additionally, the Agency agrees to make the following deductions on a biweekly basis for each employee who signs the appropriate deduction authorization form(s) permitting the deduction(s); U.S. Saving Bonds, United Fund, insurance(s) from any of the following companies: American General Insurance, Fidelity & Casualty Co., Massachusetts Mutual Insurance and/or New England Life, Credit Union, I.H.A. (IPD), H.C.P. (IPD) C.B. (IPD), Metropolitan Life, AFLAC, Charles Sellers Plan, New York State College Savings Program and premiums for all forms of CSEA sponsored insurances and such other voluntary deductions as mutually agreed to between CSEA and the employer.

SECTION 4.2 - AGENCY SHOP

CSEA having been certified as the exclusive representative for all employees whose titles are included in the Collective Bargaining Unit set forth in Section 2.1 of Article 2 of this Agreement, shall be entitled to have monies deducted from the wages or salary of employees of the aforementioned Bargaining Unit who are not members of CSEA, in an amount equivalent to the dues levied by such employee organization.

The Executive Director of Financial Control of Agencies shall make such deductions and transmit the sum so deducted to CSEA at the address set forth in Section 4.1 of this Agreement in the same form and manner that he is deducting and transmitting the dues that are paid by employees who are members, 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. The agency shop fee deduction(s) shall be accompanied by a list indicating the name and address of those employees who are not members of CSEA.

SECTION 4.3 - AGENCY INDEMNIFICATION

The Union agrees to indemnify and hold harmless the Agency and its officials or employees from any causes of action, claim loss or damages incurred as a result of the Agency's deduction of an agency shop fee from any employee. The Union shall have no right or interest in any agency fee deduction until such collected monies are transmitted to the Union in accordance with the guidelines established in Section 4.2. Upon transmitting the agency shop fee deductions to the Union at the address stated in this Article, the Agency and its officials and employees shall be relieved from any liabilities regarding such deductions.

ARTICLE 5
GENERAL PROVISIONS

SECTION 5.1 - MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the Agency including, but not limited to, the right to determine the mission, methods, purposes, and objectives of the Agency, the examination selection, recruitment, hiring or promotion of employees pursuant to law, the establishment of specifications for each class of positions, and the classification or reclassification and the allocation or reallocation of new or existing positions in accordance with law, as well as the discipline or discharge of employees in accordance with law and the provisions of this Agreement, are retained by it.

SECTION 5.2 - PRODUCTIVITY

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

SECTION 5.3 - ACCESS TO EMPLOYEES

The Agency agrees to permit representatives of the Civil Service Employees Association, its Regional and/or Local affiliates to enter the premises of the Agency for the purpose of discussion of working conditions and Union-sponsored programs with employees, provided such representatives do not unduly interfere with the performance of duties assigned to the employee, and provided that the Chairman and Vice-Chairman of the BURA or their designee shall be notified in advance.

SECTION 5.4 - EMPLOYEE LISTING

The Employer, within thirty (30) days after the execution of this Contract and thereafter on a quarterly basis, shall furnish the CSEA Unit with a list of the name, home address, social security number, insurance deduction(s), date of employment, job title and membership status of each employee in the Bargaining Unit. The Employer shall, furthermore, provide the Unit with the above information for all newly hired employees who encumber titles which have been determined to be a part of the Bargaining Unit within ten (10) working days of the date of hire of the employee.

SECTION 5.5 - RESIDENCY

- a) Employees hired after July 1, 1993 must be and remain residents of the City of Buffalo. "Proof of Residency" shall consist of such documentation consistent with policies established by the City of Buffalo Human Resources Department, for the City employees.
- b) Persons hired after July 1, 1993, who are not residents of the City of Buffalo, must move into the City within 90 days of the date that this agreement is executed as a condition of continued employment.
- c) From the date this agreement is executed, as a condition of promotion within BURA, or as a condition of transfer into BURA the individual must establish and maintain residency within the City of Buffalo within 90 days from when he or she is offered the promotion or transfer.

SECTION 5.6 - PLEDGE AGAINST DISCRIMINATION AND REPRISAL

- a) The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sexual orientation, marital status, race, color, creed, national origin, disability or political affiliation. The Union shall share equally with the Agency the responsibility for applying this provision of the Agreement.
- b) Work rules shall be reasonable and shall be applied or enforced in a fair and equitable manner.
- c) All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include female employees.
- d) The Agency 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 Agency or any Agency representative against any employee because of Union membership or because of his participation in the activities of the Union.

SECTION 5.7 - BULLETIN BOARDS

The Agency agrees to furnish and maintain a mutually acceptable number of bulletin boards at bilaterally designated places in each work area used by the Union. The size of the bulletin boards shall be jointly decided by the Agency and the CSEA and shall display the Union insignia. The Union shall limit its posting of notices on such bulletin boards to matters relating to the business of the Union.

ARTICLE 6
GENERAL PERSONNEL PRACTICES

SECTION 6.1 - POSTING OF VACANCY

When a job vacancy or vacancies occurs within any job classification covered under the contract between the Agency and CSEA, the Agency shall be responsible for distributing and posting the announcement(s) of such vacancy(ies) at all work locations of employees who may be affected by the vacancy(ies) at least ten (10) working days prior to the date the vacancy(ies) is to be filled. The announcement of all vacancies shall contain the title of the position or positions to be filled, minimum qualifications required for appointment and the hours of work and work location(s) of the vacancy as well as the salary or hourly rate for each vacancy. Employees who wish to be considered for the posted vacancy shall be allowed to file appropriate notice with the department head. The department head shall time/date stamp the application and give a copy to the applicant. In order to be eligible for consideration, the employee must file a notice within the ten (10) working day posting period.

SECTION 6.2 FILLING VACANCIES

In filling announced jobs, BURA will give preference to qualified BURA employees before filling the job from the outside. Such considerations will be reasonable and consist of, evaluations, education, relevant work experience and good attendance record. If the qualifications of the applicants are determined to be substantially equal, the applicant with the longest continuous service with BURA will be selected to fill the vacancy. Every appointment, permanent in character, shall be for a probationary period of six months for all new hires to the BURA.

SECTION 6.3 - PROMOTION AND TRANSFER

When the Buffalo Urban Renewal Agency determines that a position(s) within a title covered under this Contract is to be filled, the Agency agrees to post the position(s) in accordance with Section 6.1 of this Article. Following the positing period, the Employer shall consider the employees who applied for the position for appointment to such position.

SECTION 6.4 - SENIORITY, LAYOFF AND RECALL

SENIORITY

BURA shall provide to the President of CSEA, on an annual basis, a seniority list of all employees in the Unit by July 1 of each year.

Seniority for employees of the Urban Renewal Agency shall be defined as length of continuous service with the Employer in title.

The relative seniority of two (2) or more employees appointed on the same day will be based upon alphabetical order of their last names.

Continuous service shall be defined as uninterrupted service on the Urban Renewal Agency payroll. An employee's continuous service shall be interrupted by the following:

- 1) Resignation (except where reinstated within one (1) year of the resignation)
- 2) Retirement
- 3) Discharge
- 4) Refusal of recall to employment
- 5) Layoff for a period exceeding six (6) months

LAYOFF

a) Permanent employees in this Negotiating Unit, if laid off, will be laid off within title on the basis of seniority. Employees who are laid off in titles of more than one (1) employee may displace the less senior employee in that title, or in a lower title that the laid off employee once held.

If there are layoffs in single employee titles employees who are laid off will be able to displace other less senior employees in a lower title once held by the laid off employee.

b) The Agency will notify employees scheduled to be laid off fifteen (15) working days prior to the layoff. By written notice to the Employer, within five (5) working days after the layoff notice, laid off employees shall be entitled to exercise their seniority as defined above.

c) In addition to the above procedure, in the event that layoffs become necessary, subsequent to the notice in subparagraph (b) above, the Urban Renewal Agency agrees to negotiate the impact of the layoffs, including the impact on persons in one-person job titles, and possible ways of ameliorating said impact.

RECALL

In the event it becomes necessary to layoff an employee(s) within a title, the Agency shall establish a recall list containing the name(s) of the employee(s) who were laid off in said title. If the Agency, then, decides to fill a position(s) within a title(s) where a layoff has occurred, its representative(s) agree to recall an employee(s) who was laid off from such title. The Agency shall notify an employee of his recall by certified mail with return receipt at the employee's last known address. Such recall notice shall be acknowledged by the employee within five (5) working days of receipt. Laid off employees will be given thirty-six (36) months of recall rights to return to their laid off position if an opening occurs.

ARTICLE 7
HOURS OF WORK

SECTION 7.1 - HOURS OF WORK

The regular hours of daily work of each employee shall be consecutive except for interruptions for lunch and rest breaks.

SECTION 7.2 - WORK WEEK

The normal work week of each employee shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for legal holidays. In the event that a member covered by this Collective Bargaining Agreement wishes to work a four day week and/or flex time, in order to pursue educational courses or for some other good reason, the member may make an application for such adjusted work schedule through the Union. There shall be a permanent committee consisting of the Vice-Chairman of BURA, the Director of Labor Relations and the President of the Union, which shall receive and review such applications. The committee shall consider the duties of the job, the needs of the Agency, and the employee's previous work record, and shall make a decision on the request within fourteen (14) days. Such decision shall be final, except that it shall be subject to the grievance and arbitration procedure of this contract.

SECTION 7.3 - WORK DAY

The normal work day of each employee covered under this agreement shall consist of eight (8) hours each day, worked consecutively between the hours of 7:00 a.m. and 9:00 p.m. with an inclusive one (1) hour paid lunch period each day. Notwithstanding the hours of work set forth herein each employee covered under this Contract shall work seven and one-half (7 1/2) hours each day between the hours of 7:00 a.m. and 9:00 p.m. with an inclusive one (1) hour lunch period commencing with the first day of July and ending on the first Monday of September of each year.

An employee utilizing one-half (1/2) day of vacation, personal, or sick leave time shall be required to physically work either the initial or the remaining four (4) hours [three (3) hours and forty-five (45) minutes during summer hours] of the work day, whichever is applicable.

The Agency may change the scheduled workday or workweek of any employee or employees, including the adoption of a four day, ten hour schedule to meet the specific operating needs of the Agency. Before any change is made to the scheduled workday or workweek for any employee, the Agency shall give at least fifteen (15) days notice of such change to the employee(s) and the Union.

SECTION 7.4 - REST BREAKS

Each employee covered under this Contract shall be allowed two (2) fifteen (15) minute rest breaks as a part of their daily work

schedule in addition to the lunch period described in this Article 7. The rest period shall be scheduled at the middle of each one-half (1/2) shift. Under no conditions shall any employee receive less than two (2) fifteen (15) minute rest breaks during any one (1) complete shift of work. Employees who for any reason work beyond their regular quitting time into the next shift, shall be granted the fifteen (15) minute paid rest periods that occur during said shift.

SECTION 7.5 - EMPLOYEE NOTIFICATION

It shall be the responsibility of the employee to keep the Agency informed of the employee's current address and telephone number. In disciplinary action(s) the Agency shall notify the Union if the employee cannot be reached. All notices of change of address and/or telephone number shall be filed with the department head within ten (10) working days of the effective date of the change.

SECTION 7.6 - REPORT OF ABSENCE AND TARDINESS

An employee shall report each absence from work, not otherwise provided for in this Agreement, to a telephone number designated by the department no later than the commencement of the work day on which the absence occurs. In the event of an emergency the employee shall notify the department as promptly as possible, at which time the employee shall be placed on an applicable paid leave of absence, or, in cases where the employee has no accrued paid leave, the employee shall be placed on an unpaid leave of absence. Any employee who fails to notify the department of his/her absence as provided herein shall be deemed absent without leave.

However, an employee who reports to work subsequent to the beginning of the work day shall be considered tardy. In instances of tardiness the employee shall be given the option on the day of tardiness of additionally working the period of time due to tardiness or having the unworked period of tardiness deducted from the employee's biweekly check.

An employee who is continuously tardy or who does not report his/her absence(s) as provided herein may be subject to disciplinary action.

Failure to return to work after ten (10) working days when absent without leave shall be deemed the equivalent of a resignation from the service, provided however, that the employee is sent a registered letter, return receipt requested, during or after the expiration of the ten (10) working day period. The letter shall reproduce this Section and indicate to the employee that a failure to return within the ten (10) day period outlined in this Section constitutes the employee's resignation from the Agency.

ARTICLE 8
OVERTIME

SECTION 8.1 - OVERTIME

Each employee covered under this Contract shall receive compensatory time for each hour or part thereof which he works in excess of his normal work day or normal work week as set forth in Section 7.3 of Article 7. All paid leaves shall be considered as hours worked for the computation of overtime. This compensatory time shall be earned at the rate of one and one-half (1 1/2) hours for one (1) hour worked. Compensatory time shall not be granted unless the overtime work has been specifically authorized and approved by the department head or designee.

Site crew employees, who are called back to work after their normally scheduled shift, shall be paid a minimum of four (4) hours pay at the overtime rate of pay, subject to the prior approval of the BURA Vice-Chairman or his Designee.

SECTION 8.2 - COMPENSATORY TIME

An employee requesting the use of compensatory time shall submit said request as far in advance as is reasonably possible, but such request must be submitted to the employee's immediate superior at least forty-eight (48) hours in advance of the requested period of compensatory time off.

Each compensatory time request shall be subject to the approval of the employee's department head or designee, and the request shall be deemed approval only if the department head, or designee, provides written confirmation that the request has been approved.

SECTION 8.3 - DISTRIBUTION OF OVERTIME

Overtime work shall be distributed equally among all employees working within the same job classification or department except when the overtime is attached to a specific project of an individual employee. In such case the employee who developed and is actively working to complete the project shall be given the opportunity to work the overtime which may be connected to that project. Otherwise the opportunity to work overtime shall be offered to the employee(s) in the title who has worked the least number of overtime hours on the date the overtime assignment is to be completed. All overtime hours worked by an employee including those hours worked on a special project as well as those overtime hours which are offered to an employee and which the employee declines to work shall be considered in determining who has the least number of overtime hours and therefore, is eligible for the next overtime assignment. There shall be a rotating overtime list for site crew posted on the bulletin board. The list shall be made up initially by seniority and show the date that the overtime was worked and hours worked. Except for emergencies, overtime work shall be voluntary and there shall not be any discriminatory or disciplinary action taken against an employee who refuses to accept an overtime assignment.

SECTION 8.4 - RECORD OF OVERTIME HOURS WORKED

A record of overtime hours worked by an employee shall be posted and maintained by the head of the Agency or his designees on a monthly basis.

ARTICLE 9 OUT OF TITLE

SECTION 9.1 - HIGHER-PAYING POSITION

Any employee covered under this Contract who is temporarily assigned to perform the duties of a position in a job classification in a higher salary grade for more than three (3) days shall be paid for all hours worked in the position at the increment (step) level in the higher salary grade which corresponds to the level he had achieved in the title that he encumbers or his current rate of pay whichever is greater.

SECTION 9.2 - LOWER-PAYING POSITION

Each employee covered under this Contract who is temporarily assigned to a position in a lower job classification shall be paid the rate of pay he or she would have received for performing his or her duties in the position in the job classification the employee encumbers for all hours such employee is assigned to the lower job classification.

ARTICLE 10 HOLIDAYS

SECTION 10.1 - PAID HOLIDAYS

Each employee covered under this contract shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King, Jr.'s Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

SECTION 10.2 - DAY OF OBSERVANCE

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.

SECTION 10.3 - HOLIDAY WORK

Any employee who is required to work on any of the holidays listed above shall be compensated at his regular hourly rate for all hours worked in addition to his daily rate of pay.

SECTION 10.4 - HOLIDAY HOURS WORKED

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

SECTION 10.5 - HOLIDAY DURING VACATION PERIOD

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

ARTICLE 11 VACATION

SECTION 11.1 - ELIGIBILITY AND ALLOWANCES

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

b) Subsequent vacation entitlements will accrue and be available for use on a monthly basis. Agency employees hired prior to July 1, 1983 shall be granted subsequent vacation entitlements according to the following schedule which takes effect January 1, 1983:

SCHEDULE V-1

<u>YEARS OF SERVICE</u>	<u>RATE</u> <u>PER MONTH</u>	<u>RATE</u> <u>PER YEAR</u>	<u>MAXIMUM BANK</u> <u>OF UNUSED VACATION</u>
1 to 4 Years	6 2/3 Hrs.	10 Days	20 Days
5 Years	10 Hrs.	15 Days	30 Days
6 Years	10 2/3 Hrs.	16 Days	30 Days
7 Years	11 1/3 Hrs.	17 Days	30 Days
8 Years	12 Hrs.	18 Days	30 Days
9 Years	12 2/3 Hrs.	19 Days	30 Days
10 Years	13 1/3 Hrs.	20 Days	40 Days
11 Years	14 Hrs.	21 Days	40 Days
12 Years	14 2/3 Hrs.	22 Days	40 Days
13 Years	15 1/3 Hrs.	23 Days	40 Days
14 Years	16 Hrs.	24 Days	40 Days
15 Years & Over	16 2/3 Hrs.	25 Days	50 Days

c) Employees shall have the option to sell back to BURA up to two weeks per year of unused vacation accruals. The employee must submit their request to the BURA Vice-Chairman in the month of December. The employee cannot cancel the request once it has been approved. Payment shall be issued to the employee no later than the end of January in the next calendar year.

d) Agency employees hired on or after July 1, 1983, shall be granted vacation entitlements according to the following schedule:

SCHEDULE V-2

<u>YEARS OF SERVICE</u>	<u>RATE PER MONTH</u>	<u>RATE PER YEAR</u>	<u>MAXIMUM BANK OF UNUSED VACATION</u>
1 to 5 Years	6 2/3 Hrs.	10 Days	20 Days

Upon completion of 5th year - 5 additional days or 40 hours added to bank.

6 to 10 Years	10 Hrs.	15 Days	30 Days
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Upon completion of 10th year - 5 additional days or 40 hours added to bank.

<u>YEARS OF SERVICE</u>	<u>RATE PER MONTH</u>	<u>RATE PER YEAR</u>	<u>MAXIMUM BANK OF UNUSED VACATION</u>
11 to 15 Years	13 1/3 Hrs.	20 Days	40 Days

Upon completion of 15th year - 5 additional days or 40 hours added to bank.

16 Years & Over	16 2/3 Hrs.	25 Days	50 Days
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e) Vacation is earned in the following manner: Each month that an employee received paid compensation in the form of actual hours worked, vacation, sick leave, personal, bereavement, jury duty, or any other form of paid compensation for ten (10) or more days, he shall have been deemed to have earned his vacation entitlement. This vacation entitlement will be added to the employee's bank on the first day of the month next following the completion of each credited month of service.

f) It is agreed between the parties that each Agency employee's "bank" shall be established by the vacation entitlement to his credit on January 1, 1983.

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

For example:

ANNIVERSARY DATE
March 12
March 21

DATE EMPLOYEE EARNS
HIGHER VACATION ENTITLEMENT
April 1
May 1

h) An Agency employee in his/her final month of service to BURA who fulfills the requirements of subdivision (d) of Section 11.1 of this Article 11 shall have that month credited to his bank of unused vacation.

SECTION 11.2 - PAYMENT

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

b) Agency employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period, provided a written request for same has been submitted to the Payroll Department at least seven (7) days in advance. This provision shall only apply to an employee who utilizes two (2) weeks or more of vacation time in any one (1) consecutive period.

SECTION 11.3 - CHOICE OF VACATION PERIOD

Each employee wishing to schedule vacation leave of less than five (5) days shall request such vacation as far in advance as is reasonably possible, but such request must be submitted at least forty-eight (48) hours in advance of the requested vacation period.

Each employee wishing to schedule vacation leave of five (5) or more days shall request such vacation as far in advance as is reasonably possible, but such request must be submitted at least two (2) calendar weeks in advance of the requested vacation period.

An employee's vacation request shall be subject to the approval of the employee's department head or designee, and the request shall be deemed approved only if the department head, or designee provides written confirmation that the request has been approved. If the nature or other circumstances of the work make it necessary to limit the number of employees on vacation at the same time, the employee with the greater service with the Agency shall be given his choice of vacation period in the event of any conflict. No vacation request shall exceed more than twenty-five (25) consecutive working days at any one (1) time.

Vacation leave may be utilized in units of four (4) hours only.

SECTION 11.4 - VACATION RIGHTS IN CASE OF LAYOFF, RETIREMENT OR SEPARATION

Any Agency employee who is laid off, retires, or separates from the service of the Agency for any reason (save for cause) shall be compensated in cash for the monetary value of his unused vacation

time standing to his credit at the time of his separation from service. In case of an employee's death in service, payment shall be made to his beneficiaries or estate.

SECTION 11.5 - CHANGING VACATION PERIODS

Once vacation periods have been approved by a department head they shall not be changed unless such change is mutually agreed to by the department head and the employees affected. This provision shall not apply, however, in the event of an emergency.

SECTION 11.6 - VACATION CARRYOVER

In no instance shall any Agency employee be allowed to exceed his maximum bank allotment (as listed in Schedules V-1 and V-2) unless written permission is received by his department head. The department head at his sole discretion, may allow vacation to accumulate in excess of the maximum bank of unused vacation as listed in 11.1(b) or 11.1(c) in those specific instances which follow:

- a) The department head requests that the employee agree to forego scheduled vacation in order that said department may provide and maintain adequate service to the public.
- b) Any Agency employee entitled to vacation benefits who may become ill or incapacitated prior to the taking of such vacation may request carryover privileges, provided that such illness or accident is medically verified by the attending physician and/or a physician designated by the Agency specifying the nature and date of the disability.
- c) An Agency employee is injured in the discharge of his duties.

ARTICLE 12 SICK LEAVE

SECTION 12.1 - ENTITLEMENT

Employees shall be granted full pay during absences due to sickness or other physical disability, to the extent of their sick leave credits, upon the following terms and conditions:

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

b) Employees with more than one (1) year of service shall be allowed sick leave credits at the rate of one and one quarter ($1\frac{1}{4}$) working days per calendar month of service which shall be credited on the first day of the month next following the completion of each month of service.

c) Notwithstanding the above, employees hired after July 1, 1984 with less than one (1) year of service shall be allowed sick leave credits at the rate of one-half ($1/2$) of a working day per calendar month of service which shall be credited on the first day of the month next following the completion of each month of service. After one (1) year of service employees covered by this subdivision (c) shall earn sick leave credits at the rate of one (1) working day per calendar month of service which shall be credited in the same manner as the one-half ($1/2$) working day was credited.

d) Except as provided in 12.1(h), sick leave may be utilized in units of four (4) or eight (8) hours only.

e) Employees shall accumulate sick leave as long as they are in the service of the Employer up to a maximum of three hundred (300) working days.

f) Accumulated unused sick leave earned by an employee in prior service with the Agency, City, BMHA, Board of Education or BSA shall be transferred to the employee's account upon an employee's appointment to a position represented by the Union provided said sick leave is standing to the employee's credit at the time of present appointment.

g) All absences due to sickness are to be reported to the appropriate division head on before the first day of such absences and the department head may require reasonable proofs of illness, including, but not limited to, a physician's certificate after three (3) consecutive days. In the event of a failure to comply with the notice requirement, or if the proofs of illness are unsatisfactory, the employee's absence may be considered as unauthorized leave. Abuse of sick leave privileges may be cause for disciplinary action.

h) Absence from duty for medical, dental, optical or other physical examinations may be charged against accumulated sick leave credits when approved by the Commissioner of Community Development or other Commissioner of a Department within BURA. Said absences shall be in units of two (2), four (4), or eight (8) hours only.

i) When an employee is separated from service for other than disciplinary reasons and is subsequently reinstated or re-employed within twelve (12) months after such separation, his sick leave credits accumulated and unused at the time of his separation shall be restored.

SECTION 12.2 - UNUSED SICK LEAVE

The Agency agrees that upon retirement or death, any accumulated, unused sick leave, up to a limit of one hundred fifty (150) days, can be "bought back" at a ratio of 1:3 (e.g. an employee with two hundred (200) days unused sick leave may use only one hundred fifty (150) at a ratio of 1:3). Any days for which the employee is not paid can be applied to the employee's additional service credit for retirement as per Section 41-j of the New York State Retirement Act.

SECTION 12.3 - PERFECT ATTENDANCE INCENTIVE

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

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

Employees will be paid in the following pay period of each quarter.

Employees on leaves of absence without pay, workers compensation, or disciplinary suspension are not eligible for this benefit.

Employees on leaves of absence without pay, workers compensation or disciplinary suspension are not eligible for this benefit.

ARTICLE 13

LEAVES OF ABSENCE WITH AND WITHOUT PAY

SECTION 13.1 - JURY DUTY

The Agency shall grant a leave of absence with full pay to any employee with thirty (30) days service who is required to serve on a jury for the period that he is actually performing such duty.

SECTION 13.2 - PERSONAL LEAVE

Each employee covered under this Contract shall receive six (6) personal leave days with pay during each fiscal year. Such days shall be non-accumulative.

Notwithstanding the above, employees hired on or after July 1, 1984 shall be entitled to the following personal leave:

- (1) Two (2) days' personal leave upon the completion of one (1) year of service.
- (2) Four (4) days' personal leave upon the completion of two (2) years of service.
- (3) Six (6) days' personal leave upon the completion of three (3) years of service and each year thereafter.

SECTION 13.3 - NOTICE OF PERSONAL LEAVE

Personal leave may be used at the employee's discretion provided that he gives at least forty-eight (48) hours prior notice, in writing, to his supervisor, and approved by the division head, except where an emergency situation makes the giving of notice impossible and provided, further, that his absence will not seriously hamper or impede the necessary work of his department. A personal leave request shall be deemed approved only if the department head, or designee, provides written confirmation that the request has been approved. Such personal leave may not be taken in units of less than two (2) hour increments.

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

SECTION 13.4 - BEREAVEMENT LEAVE

(A) Employees hired prior to July 1, 2000 shall be granted five (5) consecutive calendar days leave in the event of the death of an employee's spouse, parent, child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step family (i.e. stepmother etc.) and any other relatives of the employee or spouse residing in the household of the employee. If a death occurs during the regular work day, the day will not be charged as one of the five (5) days.

One (1) day of bereavement leave in the event of the death of an employee's aunt, uncle, niece, or nephew. Said day of bereavement leave shall be the day of the funeral or memorial service and the employee shall be required to attend said service.

(B) Employees hired after 7/1/2000 shall be granted paid leave follows:

1. Death of spouse, child, parent, grandparent, grandchild, sister, brother: five (5) consecutive calendar days.
2. Death of father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, three (3) consecutive calendar days.
3. One (1) day of bereavement leave in the event of the death of an employee's aunt, uncle, niece, or nephew. Said day of bereavement leave shall be the day of the funeral or memorial service and the employee shall be required to attend said service.

(C) The employee must attend the funeral or memorial service and shall notify the department head of his request for such leave. Proof of the relationship to the deceased shall be submitted by the employee upon request of the department.

(D) Bereavement leave if for the purpose of allowing the employee time away from work to bereave the death and attend to related matters. Bereavement leave is not earned leave time, in that if a death occurs during a period of time that the employee is otherwise off due to sick leave or Worker's Compensation, no benefits from this section is realized.

SECTION 13.5 - TRAINING PROGRAMS

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

SECTION 13.6 - LEAVE OF ABSENCE WITHOUT PAY

Any employee covered by this Agreement, who has been working continuously for at least one (1) year, may be granted, at the sole discretion of the Commissioner, a leave of absence without pay not to exceed six (6) months. Such leave may be extended or renewed for a maximum additional period not to exceed six (6) months.

SECTION 13.7 - FAMILY AND MEDIAL LEAVE ACT

The employer will apply the Family and Medical Leave Act of 1993 to those employees entitled to coverage under the Act to the extent the contract does not contain provisions covered by the Act. In the event the contract contains provisions covered by FMLA that exceed the requirements of FMLA, the contract will apply. In the event the contract contains a provision covered by the FMLA that is in conflict with FMLA, the Act will apply.

ARTICLE 14 **HEALTH AND INSURANCE BENEFITS**

SECTION 14.1 - HEALTH INSURANCE

BURA shall provide, health and medical insurance coverage for all employees under the Blue Cross/Blue Shield Standard Hospital Medical/Surgical Plan with the following riders:

A) Unlimited Major Medical Expense Rider, without prescription drug benefit, with a \$100/\$200 deductible. BURA may self-fund above the \$100/\$200 deductible to a \$500/\$1,000 deductible using a third-party administrator.

SEE NEW LANGUAGE
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- B) Rider 8 (Dependent Coverage to age 23)
- C) Rider 4 - Emergency Out-patient EKG
- D) Rider 21 - Psychiatric Care
- E) Increase the current prescription drug rider to a \$9.00 co-pay, with oral contraceptives.
- F) Rider 65 - Chiropractic
- G) Rider 48 - Hospital/Medical Surgical Out of Area
- H) Rider 47 - Hospital Waiver of Waiting Period

As an alternative to the Blue Cross plan outlined above, BURA shall offer each employee a choice of Independent Health Encompass Plan, Community Blue I, Univera and Labor Health. BURA agrees to provide, at no cost to employee, the two least expensive health insurance options. Any employee exercising the option of choosing one of the more expensive plans, will contribute the difference in premium by payroll deduction.

If an HMO is selected, the drug card co-pay will be that offered by the HMO which most nearly approximates the drug co-pay agreed upon for the Blue Cross coverage in paragraph D above.

Effective July 1, 2000, all new hires will pay twenty-five (25) per cent of the monthly premium of the core coverage for single coverage and fifteen (15) per cent of the monthly premium of the core coverage for family coverage. (Core coverage for new hires will be defined as the least expensive plan, regardless of the provider for that selection period.)

For the purpose of this section "new hires" shall not include any person transferring to BURA from the City (which shall include BSA, BMHA, or the Board of Education).

SECTION 14.2 - ELIGIBILITY AND CONDITIONS

Each new employee appointed on or after July 1, 1989 to a position represented by the Union, shall be eligible for medical, dental, and life insurance benefits on the first day of the month following six (6) credited months of service in said position. This shall not apply to employees transferring to BURA from the City (which shall include BSA, BMHA, or the Board of Education).

Employees retiring, resigning, quitting, or terminating their employment with the Agency for any reason, will continue to be covered under their medical insurance plan until the last day of the month in which such termination takes place.

Eligible employees, upon retirement, will receive at no cost to them the two least expensive of the Medical Insurance options available at the time of retirement. If a retiree chooses one of the more expensive plans, the retiree will contribute the difference in premium between the plan chosen and the "core" coverage. Premium contributions will be deducted from the retiree's pension check. Blue Cross coverage will not have Rider #8 (dependent coverage to age 23) or Rider #21 (Psychiatric Care)

Upon becoming eligible for Medicare, retirees of the bargaining unit will be required to take Medicare A & B (employees are responsible for Part B) and BURR will provide, at no cost to the retiree, a Medicare product three (3) tier co-pay prescription card. The retiree will have the choice of either Univera, Senior Choice, Enhanced Senior Blue or the Independent Health Encompass 65 plan #966.

Employees who retire during the period July 1, 1998 through and including June 30, 2001 or until a successor agreement is reached (if after June 30, 2001) shall be entitled to receive, until their death, medical insurance benefits as listed below in accordance with the type of coverage (individual or family) which the employee had on the date of retirement:

A) Unlimited Major Medical Expense Rider, without prescriptions drug benefit, with a \$100/\$200 deductible. BURR may self-fund above the \$100/\$200 deductible to a \$500/\$1,000 deductible using a third-party administrator.

B) Effective 7/1/01 Univera Healthcare option available to members of the bargaining unit will change from the current \$9.00 drug rider to a 3-Tier Benefit of \$7/15/35.

Effective 7/1/02 Independent Health prescription drug rider available to members of the bargaining unit will change from the current \$9.00 drug rider to a 3-Tier Benefit of \$7/15/30.

Effective 7/1/02 Community Blue drug option available to members of the bargaining unit will change from the current \$9.00 drug rider to a 3-Tier Benefit of \$7/15/35.

Effective 7/1/02 Labor Health prescription drug rider available to members of the bargaining unit will change from the current \$9.00 drug rider to a 3-Tier Benefit of \$7/15/35.

An employee who retires on or after July 1, 1989 shall be eligible for the above referenced medical insurance upon retirement provided all of the following conditions are met:

- 1) The employee must retire through the NYS Retirement System and continue receiving pension payments immediately following the employee's retirement from the Agency.
- 2) The employee must have had at least ten (10) years of full-time service with the Agency, which service must be consecutive and immediately preceding the employee's retirement from the Agency. Additionally, said service must have been rendered in a position which is either represented by a union or in the group representing officials who are elected or appointed or who serve in a managerial or

confidential capacity. For purposes of determining prior Agency service, prior service with the City of Buffalo shall be deemed Agency service, provided service with the City of Buffalo meets the remaining qualifications outlined herein. An employee's prior CETA service with the City shall also be deemed Agency service provided said service meets the remaining qualifications outlined herein.

- 3) The employee is not otherwise eligible for medical insurance coverage by virtue of the spouse's employment with the Agency, the City of Buffalo, Buffalo Sewer Authority, Municipal Housing Authority or the Board of Education.

An employee who at the time of retirement meets the criteria outlined in (1) and (2) above, but who is ineligible for medical insurance coverage by virtue of (3), also above, shall be eligible for the above-referenced medical insurance coverage at the time the employee, already retired, is not otherwise eligible for any medical insurance coverage through the employee's spouse.

Each employee must notify his/her department of any change in marital and/or dependent status within thirty (30) calendar days of the effective date of the change.

SECTION 14.3 - PAYMENT IN LIEU OF MEDICAL INSURANCE PROGRAM

Any employee represented by the Union and entitled to medical insurance coverage as provided above may elect to waive such coverage if the employee's spouse has medical insurance coverage, or if the employee has medical insurance coverage by virtue of the employee's employment elsewhere. Employees waiving coverage may be required to show proof of spouse's coverage to the Agency and to the Union. An employee who desires to waive such medical coverage shall notify the Agency and the Union, in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the Agency. Those employees choosing to waive coverage shall have their written request placed in their personnel file. All employees waiving family coverage will receive the sum of sixty (60) dollars per month to be paid by separate check on December 15 and June 15 of each year. The in-lieu payment for waiving single medical insurance coverage shall be twenty-six (26) dollars per month.

Should the spouse's coverage be terminated for any reason, or should the employee's alternate insurance coverage cease, the employee will immediately notify the Agency. Upon such notification the Agency shall transfer the employee to the medical insurance plan provided herein, and the employee will be provided full coverage without any preconditions or lapse in coverage.

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An employee who has waived his or her medical insurance coverage and who desires to be reinstated to such coverage as provided in Section 14.1 shall notify the Agency 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 Agency.

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The provisions of this Section shall apply equally to an employee who was represented by the Union and who subsequently retired from a position by the Union.

SECTION 14.4 - DUPLICATION OF COVERAGE

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The Agency is not required to provide family medical insurance coverage for any employee whose spouse works for the City of Buffalo and has identical or better family medical insurance coverage. However, should the spouse's coverage be terminated for any reason, the employee may immediately transfer his family medical insurance coverage to the Agency and receive the full coverage to which he is entitled as an Agency employee. Any expense or loss of benefits incurred by the employee as a result of the transfer of coverage to the Agency shall be reimbursed by the Agency to the extent that the employee would have been covered by the Agency's coverage.

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The above provisions apply identically to the dental coverage provided to Agency employees.

SECTION 14.5 - HEALTH INSURANCE PLANS, ALTERNATE MEDICAL, PRESCRIPTION, DENTAL, INSURANCE COVERAGE

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The parties agree to establish a committee on health insurance alternatives and methods of cost containment. The committee shall be comprised of an equal number of Union and Agency representatives and shall hold its initial meeting within thirty (30) days of the execution of the Agreement. The purpose of the committee will be to study methods of containing health insurance costs including various alternatives to traditional health insurance delivery systems in an attempt to find a mutually agreed upon alternative to the present health care plan.

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All health insurance products referenced in the collective bargaining agreement are subject to product availability from insurance carriers. In the event product availability changes, the parties agree to negotiate any required modifications of the health insurance provisions of the collective bargaining agreement. This will be done by utilizing the health insurance committee as referenced in Article 14.5.

This includes, but is not limited to changes to prescription drug co-pay structures and drug formularies offered at any given time by the ~~insurance~~ insurance provider to which BURA submits payments.

SECTION 14.6 - DENTAL COVERAGE

BURA will provide GHI Spectrum Plus Dental Insurance to all employees and each employee shall contribute \$5.00 per month, by payroll deduction, to the cost of said insurance. BURA will provide at the employee's option, GHI Preferred. Should the employee elect GHI Preferred, they shall pay the difference between GHI Spectrum Plus and GHI Preferred.

SECTION 14.7 - PAYMENT IN LIEU OF DENTAL BENEFITS

Any employee, represented by the Union entitled to dental insurance as provided above, may elect to waive such coverage. An employee who desires to waive this coverage shall notify the Agency and Union in writing and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after receipt of such notification to the Agency. Those employees choosing to waive coverage shall have their written request placed in their personnel file. All employees waiving coverage will receive a sum of fifteen dollars per month to be paid by separate check on December 1 of each calendar year.

SECTION 14.9 - LIFE INSURANCE

The Agency will provide all employees with a group life insurance plan containing the following benefits:

- a) A ten thousand dollar (\$10,000) payment upon the death of the insured.
- b) An additional ten thousand dollar (\$10,000) payment if the death be accidental.
- c) A four thousand dollar (\$4,000) payment upon the death of a spouse.
- d) A two thousand dollar (\$2,000) payment upon the death of each dependent child from the age of fifteen (15) years to nineteen (19) years (twenty-three (23) years if child is in school).
- e) A maximum payment of twenty thousand dollars (\$20,000) for limb dismemberment according to a schedule of payments in the current policy providing this coverage.
- f) A waiver of premium for total disability prior to age 60.
- g) Conversion privilege upon separation.
- h) The coverage shall be in addition to the coverage provided by the Retirement and Social Security Law.
- i) The benefit for active employees reduces by 50% at age 70 and another 50% at age 75.

SECTION 14.10 FLEXIBLE SPENDING ACCOUNTS

A Section 125/132 Flexible Spending Account will be made available to all members of the bargaining unit.

ARTICLE 15
RETIREMENT BENEFITS

SECTION 15.1 - ENTITLEMENT

The Agency shall continue to provide the benefits of the Career Retirement Plan set forth in Section 75(i) of the New York State Retirement and Social Security Law [twenty (20) year retirement plan with 1/50 fraction, thereafter]. It also agrees to provide the guaranteed ordinary death benefit authorized by Section 60(b) of the Retirement and Social Security Law [three (3) times' annual earnings] and also an additional service credit for retirement purposes of one (1) additional day for each day of accumulated and unused sick leave up to a maximum of one hundred sixty-five (165) days, as provided in Section 41, subdivision (j) of the Retirement and Social Security Law.

ARTICLE 16
SETTLEMENT OF DISPUTES

SECTION 16.1 - DEFINITIONS

1. Grievant - shall mean an employee, a group of employees similarly situated (Class Action) or the Union.
2. Department Head - shall mean the Commissioner of the Department of Community Development or other Commissioner of BURA.
3. Immediate Supervisor - shall mean the supervisor or other person to whom the employee is directly responsible.
4. Representative - shall mean the person or persons designated by the aggrieved as his or her counsel or to act on his or her behalf.
5. Grievance - shall mean any claimed violation, misinterpretation or inequitable application of any written provision of this Agreement.
6. Decision - shall mean the determination or report made by an immediate supervisor, department head, Director of Labor Relations or Agency after the grievance is heard or submitted as provided in this procedure.
7. Days - shall mean all days other than Saturdays, Sundays or holidays. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

SECTION 16.2 - PROCEDURE

FIRST STAGE

Within ten (10) days of an employee's knowledge that a grievance has occurred, such employee and/or his or her representative shall orally present the grievance to his or her immediate supervisor. The immediate supervisor shall discuss the grievance with the employee and/or his or her representative and shall make such investigation as he deems appropriate. Within five (5) days after the grievance has been presented to him, the immediate supervisor shall make his decision, in writing, and send such decision to the employee presenting the grievance and to the employee's representative.

SECOND STAGE

If the employee and/or his or her representative is not satisfied with the decision of the immediate supervisor, the employee or his or her representative shall be allowed to make a request to the department head or his designee for review and determination of the grievance within ten (10) days of the decision at the first stage. Such request shall be in writing and shall include the name and position of the employee, the time, when and place where the alleged events or conditions occurred if known to the aggrieved employee, a general statement of the grievance and the redress sought by the employee. The department head shall render his determination in writing within five (5) days after receipt of the request for his review and shall send copies of such determination to all parties involved in the grievance.

THIRD STAGE

If the employee and/or his or her representative is not satisfied with the decision of the department head, the employee or his or her representative shall be allowed to file within ten (10) working days of receipt of the department head's decision, a request with the Director of Labor Relations for review of the grievance. Within ten (10) days of receipt of the request for review, the Director of Labor Relations shall hold an informal hearing allowing the employee and his or her representative to appear at such hearing for the purpose of offering written and oral statements and arguments with regard to the grievance. Within ten (10) days from the date of the hearing, the Director of Labor Relations shall make his/her decision and shall send copies of the decision to all parties involved in the grievance.

FOURTH STAGE

If the Civil Service Employees Association is not satisfied with the decision of the Director of Labor Relations, it shall submit the grievance to advisory arbitration by written notice to the Director of Labor Relations within ten (10) days of the decision at the third stage.

The parties will submit the grievance to arbitration by one of the following panel of arbitrators, who shall receive cases in the following alphabetical order of rotation:

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| 1) Sam Cugalj | 4) Jim McDonnell |
| 2) Howard Foster | 5) Stuart Pohl |
| 3) Ramona Gallagher | 6) Thomas Rinaldo |

Within five (5) days of the receipt of the written notice to proceed to arbitration the Director of Labor Relations will designate the next panel member to hear the matter.

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

The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings. The cost of the arbitrator will be borne equally by both parties.

The arbitrator shall have no power to make any decision which requires the Commission of an act prohibited by law or which is violative to the terms of this agreement.

The arbitrator's award and decision shall be advisory. The Buffalo Urban Renewal Agency shall meet within twenty (20) days of receipt of the arbitrator's award and decision to consider such award and decision. Within five (5) days of the meeting, the agency shall make its decision as to how the grievance is to be resolved.

BASIC PRINCIPLES

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable mannner. The resolution of the grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination, reprisal or loss of pay and/or leave credits.
3. An employee shall be represented at each step of the procedure by a representative designated by CSEA. No other employee organization may institute an grievance or represent an employee in the processing of a grievance. A designated representative of CSEA shall be notified of all proceedings, allowed entrance to all such proceedings and shall be sent all decisions regarding the grievance.

4. Employees who are designated or selected for the purpose of adjusting grievances shall be permitted reasonable time to perform their regular duties to fulfill these obligations without loss of pay or leave credits. The department head shall be provided a list of employees designated to adjust grievances. Employees shall notify their division head prior to taking time to adjust grievances.
5. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such grievance.
6. All hearings are confidential.
7. If the Employer or its representative(s) does not respond to a grievance within the time limits established at each stage of this procedure, the aggrieved employee or CSEA shall be allowed to move to the next stage.
8. Processing of a Union or class action grievance shall begin at the second stage of the procedure set forth in this Article.
9. Any step of the grievance procedure may be bypassed by mutual agreement. The agreement shall be in writing and signed by the representatives of both parties.
10. The Union shall provide grievance forms in adequate number.

ARTICLE 17
DISCIPLINE AND DISCHARGE

SECTION 17.1 - DISCIPLINARY ACTION

- a) An employee shall not be removed or otherwise subjected to any disciplinary penalty provided in this Article, except for incompetency or misconduct shown only after a hearing upon specific charges.
- b) Disciplinary action or measures shall consist of the following:
 - Reprimand;
 - A fine not to exceed \$100 to be deducted from salary or wages;
 - Suspension without pay for a period not to exceed two (2) months;
 - Demotion in grade and title;
 - Dismissal from the service.

c) If the accused is acquitted, he shall be restored to his position with full pay for the period of suspension less the amount of compensation which he may have earned in any other occupation or employment and any unemployment benefits he may have received during such period, except wages received from employment on another job which he held prior to, and continuing through, the period he was suspended.

SECTION 17.2 - PROCEDURE

a) A person against whom disciplinary action is proposed shall be served with a written copy of the charges preferred against him and shall have ten (10) days to answer in writing. A copy of the charges shall also be served upon the Union at the same time. The answer shall be served upon the department head. Where the accused defaults in answering, he shall be permitted to show matters in mitigation of any punishment which may be imposed.

b) Within ten (10) days after the receipt of the written answer to the charges preferred, or if the accused defaults in answering within ten (10) days after his time to answer has expired, the department head shall conduct an informal conference upon the charges. At such conference, the accused person shall have the right to be represented by the Union or by legal counsel. He may, if he desires, present witnesses in his behalf. The department head shall have the power to dismiss or withdraw the charges if the conference so warrants, or accept a plea of guilty.

c) In the event that the charges are not withdrawn or dismissed after such conference, or if a plea of guilty has not been entered, a formal hearing shall then be held upon the charges before a hearing officer mutually selected by the parties.

d) The hearing officer selected in accordance with Section 16.2 (Fourth Stage) and so designated shall be vested with all of the powers of the department head and shall make a record of such hearing. His findings and recommendations shall then be referred to the department head for review and decision.

e) Upon the said formal hearing, the accused person shall have the right of representation by counsel, and, also, the right to summon witnesses upon his behalf. They burden of proving the charges preferred shall be upon the person alleging same. Compliance with technical rules of evidence shall not be required.

SECTION 17.3-SUSPENSION PENDING DETERMINATION OF CHARGES; PENALTIES

a) Pending the hearing and determination of charges, the person against whom such charges have been preferred may be suspended without pay for a period not to exceed thirty (30) days if his continued presence on the job represents a potential danger to persons or property, or would severely interfere with operations. Nothing shall preclude the department head from suspending an employee prior to the service of charges on the employee, provided

the charges are served on the employee not later than five (5) work days after the first day of the employee's suspension.

b) The penalty or punishment imposed shall be as set forth in 17.1(b).

c) If the charges are not sustained, the accused person shall be restored to his position with full pay for any period of suspension less the amount of compensation which he may have earned in any other occupation or employment, or any unemployment benefits he may have received during such period, except wages he may have received from employment on another job which he held prior to, and continuing through, the period he was suspended.

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 Agency.

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 court of appropriate, constitute a crime.

f) Any person believing himself aggrieved by a penalty or punishment of demotion in or dismissal from the service, or suspension without pay, or a fine imposed pursuant to the provisions of this Article, may appeal from such determination by an application to the Supreme court, in accordance with the provisions of Article 78 of the Civil Practice Law and Rules.

SECTION 17.4 - REVIEW OF PERSONAL HISTORY FILE

An employee shall, within five (5) working days of a written request to his/her department, have the opportunity to review his personal history folder in the presence of an appropriate official of the Agency. The employee shall be allowed to place in such file a response of reasonable length to any item contained in the file.

ARTICLE 18 **SALARIES**

SECTION 18.1 - SALARY

a) For the fiscal year commencing July 1, 2001 and ending June 30, 2002, the salary for each position represented by the Union shall be increased by one (1%) per cent.

For the fiscal year commencing July 1, 2002 and ending June 30, 2003, the salary for each position represented by the Union shall be increased by (1.25%) per cent.

For the fiscal year commencing July 1, 2003 and ending June 30, 2004, the salary for each position represented by the Union shall be increased by two (2%) per cent.

SECTION 18.1.2 - UPGRADES

Upgrades which were negotiated during the 1999/2000 negotiations will be effective July 1, 2000 and are added to Appendix A attached to this contract.

SECTION 18.2 - PAYMENT

The Agency shall pay all salaries and wages upon a biweekly basis. In the event that the regularly scheduled day of payment is a holiday, payment shall be made upon the day preceding. Employees shall have the option of direct deposit for their payroll checks into their designated bank accounts.

SECTION 18.3 - INCREMENTAL STEPS

Agency employees' increments are not to be considered "automatic" but rather subject to approval and authorization of the Chairman of the Buffalo Urban Renewal Agency, or his designee, based on a recommendation of the respective division heads. Any employee who has not reached the top step of the appropriate salary schedule and is recommended for an increment in one (1) or any year of this Agreement shall receive the increment(s) on July 1st of each year of Agreement. New hires will start at the beginning step of the salary grade for his/her position. If the Agency wishes to hire an employee at a step higher than the starting step, it will discuss the issue with the Union prior to doing so.

SECTION 18.4 - LONGEVITY

Effective July 1, 2000, each employee who has completed the years of service set forth in Column I below shall receive annually, in addition to his salary, the payment set forth in Column II

<u>COLUMN I</u>	<u>COLUMN II</u>
5 years	\$ 400.00
10 years	\$ 725.00
15 years	\$1,050.00
20 years	\$1,375.00
25 years	\$1,700.00

a) Any employee covered under this Contract who has previously received a longevity payment(s) shall continue to receive the payment as well as any increase in the payment which might be due the affected employee as set forth in the Letter of Intent which is attached hereto and made a part of this Agreement.

b) Each employee covered under this Contract who does not receive a longevity payment(s) in accordance with subdivision (a) of this Article 18 shall receive a longevity payment(s) each year in accordance with his/her years of service with the City and the schedule set forth above. Longevity shall be paid on the pay day immediately succeeding the employee's anniversary date of hire in a separate check.

SECTION 18.5 - DEFERRED COMPENSATION

The members of the Union may join the City's Deferred Compensation Plan.

SECTION 18.6 - PROTECTIVE AND FOUL WEATHER GEAR

The employer will provide all employees in the following job titles all necessary protective and foul weather gear, such as eyewear, gloves, rain gear, boots, and masks.

Employees required to wear safety shoes shall be reimbursed annually, upon presentation of a receipt, an amount not to exceed \$125.00, every two years.

- | | |
|-----------------|-----------------------------------------|
| 1. Crew Member | 6. Head Mechanic |
| 2. Painter | 7. Assistant Supervisor of Maintenance |
| 3. Mechanic | 8. Supervisor of Maintenance |
| 4. Carpenter | 9. Supervisor of Building Construction |
| 5. Head Foreman | 10. Supervisor of Building Construction |

ARTICLE 19 **AUTO ALLOWANCE**

SECTION 19.1 - ENTITLEMENT

Employees who are required to use their personal automobiles on Agency business shall be compensated at the rate of twelve (\$12.00) dollars per day (over four hours). Half days (less than four hours) will be reduced to six (\$6.00) dollars. Those employees who are required to travel throughout the City on City business and who do not own or use an automobile shall be reimbursed for any travel expenses so incurred. The City shall prepare a list of those employees eligible for this benefit. Under no circumstances shall this authorized payment be withheld.

SECTION 19.2 - DRIVER'S LICENSE REQUIREMENT

An employee required to operate a motor vehicle in the performance of his or her duties, shall upon request be required to produce the appropriate, valid, New York State Driver's License, which License shall certify that the employee may legally operate the applicable vehicle, necessary in the conduct of the employee's work. Each employee shall immediately notify the department head should the employee fail to possess, for any reason, or at any time, the appropriate, valid, New York State Driver's License. Said notification shall be made immediately following New York State's notification to the employee.

Failure to adhere to the above may result in disciplinary action.

ARTICLE 20
UNION RELEASE TIME

SECTION 20.1 - GENERAL RELEASE TIME

a) Employees selected by the Union to act as Union representatives shall be known as "stewards". There shall be no more than one (1) steward for each division within the Department of Community Development or other Department of BURA. The Union shall certify in writing to the Agency the names of employees who are officers, stewards or Union representatives who may represent Union employees. The Union may, from time to time, change such stewards upon written notification of same to the Commissioner of Community Development or other Commissioner of BURA.

b) Upon prior written request and approval of the Commissioner of Community Development, other Commissioner of a Department within BURA, or their designee(s), any of the Union officials referred to in subdivision (a) of Section 20.1 of this Article 20, shall be granted two (2) hours per week to engage in the following official Union business pertaining to the Buffalo Urban Renewal Agency:

1. Post Union notices;
2. Distribute Union literature;
3. Solicit Union membership during other employee's non-working time.
4. Transmit communications, authorized by the local Union, or its officers, to the Agency or its representatives.
5. Consult with the Agency, its representatives, Local Union officials, or other Union representatives concerning the enforcement of any provisions of the Agreement.

Such written request shall include a brief description of the nature of the business to be transacted, the date and time of the transaction and a reasonable estimate of the length of time required to complete the transaction. This privilege shall not be abused, nor will approval be unreasonably withheld.

c) Those Union officials referred to in subdivision (a) of Section 20.1, shall be granted reasonable periods of time to investigate and process grievances.

SECTION 20.2 - UNION PRESIDENT

The President of the Union or his/her designee shall be allowed a total of five (5) working days per year for the purpose of attending conventions, workshops, seminars, meetings and other functions sponsored by CSEA, a subordinate body of such Union or other organization to which it is affiliated. Prior to taking such leave, the Union shall notify the Commissioner of the Department of Community Development or other Commissioner of BURA in writing, at least forty-eight (48) hours prior to the commencement of such leave. This written notice shall include the total number of days which will be used and the purpose for the request.

SECTION 20.3 - NEGOTIATING COMMITTEE

The Union shall be permitted to have five (5) members on the Negotiating Committee, without loss of pay or leave credits who shall serve as Union negotiators on any reopening, amendment, or modification to the present Agreement, and/or on any new Agreement between the parties. In addition to the above members, the Staff Representative assigned to negotiate the Contract by the Union shall be present at the negotiations.

ARTICLE 21 SUBCONTRACTING

Subcontracting in effect prior to July 1, 1986 shall remain unchanged. However, the City agrees to negotiate any future subcontracting of services with the Union as well as the impact that proposed subcontracting which may be considered after July 1986 prior to actually subcontracting any services performed by employees covered under this Contract.

ARTICLE 22 SAVINGS CLAUSE

SECTION 22.1 - GENERAL

If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

SECTION 22.2 - REPLACEMENT PROVISION

If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE 23 LEGISLATIVE PROVISION

SECTION 23.1 - TAYLOR LAW REQUIREMENT

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

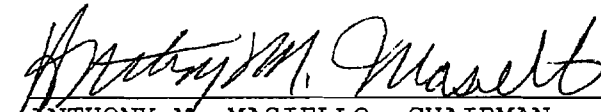
ARTICLE 24
DURATION


This contract shall take effect on July 1, 2001, and continue full force and effect until June 30, 2004.


IN WITNESS WHEREOF, the proper officials of each party do hereby set their hands this 12th day of October, 2004.

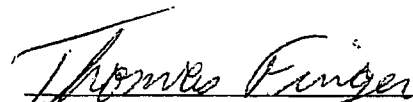
FOR THE URBAN RENEWAL AGENCY

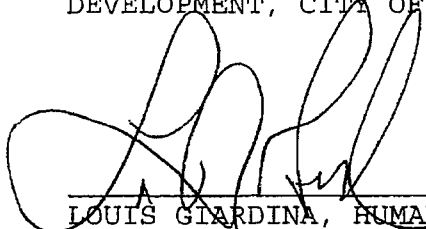
FOR LOCAL #815, CSEA


ANTHONY M. MASIELLO, CHAIRMAN
BUFFALO URBAN RENEWAL AGENCY
MAYOR, CITY OF BUFFALO


PAMELA WALKER, PRESIDENT
BUFFALO URBAN RENEWAL AGENCY UNIT
LOCAL #815, CIVIL SERVICE
EMPLOYEES ASSOCIATION


TIMOTHY WANNAMAKER, COMMISSIONER
DEPARTMENT OF COMMUNITY
DEVELOPMENT, CITY OF BUFFALO


THOMAS FINGER
LABOR RELATIONS SPECIALIST
CIVIL SERVICE EMPLOYEES
ASSOCIATION


LOUIS GIARDINA, HUMAN RESOURCES DIRECTOR
BUFFALO URBAN RENEWAL AGENCY

APPENDIX A

**BUFFALO URBAN RENEWAL AGENCY UNIT
CSEA ERIE LOCAL 815
Effective July 1, 2001 - June 30, 2004**

LIST OF BARGAINING UNIT TITLES UPGRADED

- 1) Accountant - 3 positions
- 2) Administrative Receptionist - 1 position
- 3) Assistant Supervisor of Maintenance - 1 position
- 4) Carpenter - 1 position
- 5) Commerical & Neighborhood Development Specialist - 1 position
- 6) Crew Member - 6 Members
- 7) Computer Equipment Operator - 2 positions
- 8) Coorindator of Planning Analysis & Data Computerization - 1 position
- 9) Equipment Operator
- 10) Fair Housing Officer - 1 position
- 11) Fiscal & Compensation Service Manager - 1 position
- 12) Head Foreman - 1 position
- 13) Head Mechanic - 1 position
- 14) Land Use Controls Coordinator - 1 position
- 15) Loan Specialist Aide - 1 position
- 16) Planner III - 1 position
- 17) Program Manager/Data Monitoring Coordinator - 1 position
- 18) Senior Administrative Assistant - 7 positions
- 19) Senior Computer Operator - Inspections - 1 position
- 20) Senior Planning Analyst - 1 position
- 21) Supervisor of Maintenance - 1 position

TOTAL OF 21 TITLES UPGRADED = 35 POSITIONS

APPENDIX A-1

BUFFALO URBAN RENEWAL AGENCY
2001-02 SALARY AND WAGE SCHEDULE

1% RAISE EFFECTIVE JULY 1, 2001

(Three Step - BURA Employees Hired Prior to January 1, 1983)

GRADE	SALARY RANGE			INCREMENTS		
				1	2	3
1U	21,120	-	24,380	21,120	22,572	24,380
1.1U	21,734	-	24,903	21,734	23,318	24,903
2U	22,256	-	25,353	22,256	23,803	25,353
3U	22,877	-	25,804	22,877	24,380	25,804
4U	23,819	-	26,813	23,819	25,318	26,813
5U	24,380	-	27,674	24,380	26,029	27,674
6U	25,318	-	28,530	25,318	27,077	28,530
7U	26,256	-	29,892	26,256	28,072	29,892
8U	27,191	-	30,956	27,191	29,344	30,956
9U	27,377	-	32,018	27,377	29,696	32,018
9.1U	28,151	-	32,935	28,151	30,512	32,935
10U	28,874	-	33,845	28,874	31,362	33,845
11U	29,437	-	34,341	29,437	32,018	34,341
11.1U	29,908	-	34,972	29,908	32,434	34,972
12U	30,372	-	35,418	30,372	32,897	35,418
13U	30,751	-	36,026	30,751	33,385	36,026
14U	30,935	-	36,449	30,935	33,692	36,449
15U	31,311	-	37,021	31,311	34,167	37,021
16U	32,246	-	37,441	32,246	34,847	37,441
16.1U	32,565	-	38,310	32,565	35,440	38,310
17U	34,306	-	38,604	34,306	36,244	38,604
18U	34,866	-	38,893	34,866	36,881	38,893
19U	35,535	-	39,999	35,535	37,712	39,999
20U	35,618	-	40,404	35,618	38,010	40,404
21U	35,804	-	40,564	35,804	38,182	40,564
22U	35,990	-	40,749	35,990	38,371	40,749
23U	36,366	-	41,983	36,366	39,174	41,983
24U	36,739	-	42,640	36,739	39,687	42,640
25U	36,925	-	43,482	36,925	40,203	43,482
26U	39,736	-	45,354	39,736	42,546	45,354
28U	40,300	-	46,552	40,300	43,162	46,552
29U	40,671	-	46,881	40,671	44,453	46,881
30U	41,603	-	49,682	41,603	45,613	49,682
31U	46,944	-	50,126	46,944	48,506	50,126
32U	47,224	-	51,867	47,224	49,524	51,867
32.1U	49,146	-	53,079	49,146	51,114	53,079
33U	53,080	-	64,928	53,080	59,004	64,928
34U	62,499	-	68,599	62,499	65,551	68,599

APPENDIX A-1

BUFFALO URBAN RENEWAL AGENCY
2002-03 SALARY AND WAGE SCHEDULE
1.25% RAISE EFFECTIVE JULY 1, 2002

(Three Step - BURA Employees Hired Prior to January 1, 1983)

GRADE	SALARY RANGE			INCREMENTS		
				1	2	3
1U	21,384	-	24,684	21,384	22,854	24,684
1.1U	22,005	-	25,214	22,005	23,609	25,214
2U	22,534	-	25,669	22,534	24,100	25,669
3U	23,162	-	26,126	23,162	24,684	26,126
4U	24,116	-	27,148	24,116	25,634	27,148
5U	24,684	-	28,019	24,684	26,354	28,019
6U	25,634	-	28,886	25,634	27,415	28,886
7U	26,584	-	30,265	26,584	28,422	30,265
8U	27,530	-	31,342	27,530	29,710	31,342
9U	27,719	-	32,418	27,719	30,067	32,418
9.1U	28,502	-	33,346	28,502	30,893	33,346
10U	29,234	-	34,268	29,234	31,754	34,268
11U	29,804	-	34,770	29,804	32,418	34,770
11.1U	30,281	-	35,409	30,281	32,839	35,409
12U	30,751	-	35,860	30,751	33,308	35,860
13U	31,135	-	36,476	31,135	33,802	36,476
14U	31,321	-	36,904	31,321	34,113	36,904
15U	31,702	-	37,483	31,702	34,594	37,483
16U	32,649	-	37,909	32,649	35,282	37,909
16.1U	32,972	-	38,788	32,972	35,883	38,788
17U	34,734	-	39,086	34,734	36,697	39,086
18U	35,301	-	39,379	35,301	37,342	39,379
19U	35,979	-	40,498	35,979	38,183	40,498
20U	36,063	-	40,909	36,063	38,485	40,909
21U	36,251	-	41,071	36,251	38,659	41,071
22U	36,439	-	41,258	36,439	38,850	41,258
23U	36,820	-	42,507	36,820	39,663	42,507
24U	37,198	-	43,173	37,198	40,183	43,173
25U	37,386	-	44,025	37,386	40,705	44,025
26U	40,232	-	45,920	40,232	43,077	45,920
28U	40,803	-	47,133	40,803	43,701	47,133
29U	41,179	-	47,467	41,179	45,008	47,467
30U	42,123	-	50,303	42,123	46,183	50,303
31U	47,530	-	50,752	47,530	49,112	50,752
32U	47,814	-	52,515	47,814	50,143	52,515
32.1U	49,760	-	53,742	49,760	51,752	53,742
33U	53,743	-	65,739	53,743	59,741	65,739
34U	63,280	-	69,456	63,280	66,370	69,456

APPENDIX A-1

BUFFALO URBAN RENEWAL AGENCY
2003-04 SALARY AND WAGE SCHEDULE
2% RAISE EFFECTIVE JULY 1, 2003

(Three Step - BURA Employees Hired Prior to January 1, 1983)

GRADE	SALARY RANGE			INCREMENTS		
				1	2	3
1U	21,811	-	25,177	21,811	23,311	25,177
1.1U	22,445	-	25,718	22,445	24,081	25,718
2U	22,984	-	26,182	22,984	24,582	26,182
3U	23,625	-	26,648	23,625	25,177	26,648
4U	24,598	-	27,690	24,598	26,146	27,690
5U	25,177	-	28,579	25,177	26,881	28,579
6U	26,146	-	29,463	26,146	27,963	29,463
7U	27,115	-	30,870	27,115	28,990	30,870
8U	28,080	-	31,968	28,080	30,304	31,968
9U	28,273	-	33,066	28,273	30,668	33,066
9.1U	29,072	-	34,012	29,072	31,510	34,012
10U	29,818	-	34,953	29,818	32,389	34,953
11U	30,400	-	35,465	30,400	33,066	35,465
11.1U	30,886	-	36,117	30,886	33,495	36,117
12U	31,366	-	36,577	31,366	33,974	36,577
13U	31,757	-	37,205	31,757	34,478	37,205
14U	31,947	-	37,642	31,947	34,795	37,642
15U	32,336	-	38,232	32,336	35,285	38,232
16U	33,301	-	38,667	33,301	35,987	38,667
16.1U	33,631	-	39,563	33,631	36,600	39,563
17U	35,428	-	39,867	35,428	37,430	39,867
18U	36,007	-	40,166	36,007	38,088	40,166
19U	36,698	-	41,307	36,698	38,946	41,307
20U	36,784	-	41,727	36,784	39,254	41,727
21U	36,976	-	41,892	36,976	39,432	41,892
22U	37,167	-	42,083	37,167	39,627	42,083
23U	37,556	-	43,357	37,556	40,456	43,357
24U	37,941	-	44,036	37,941	40,986	44,036
25U	38,133	-	44,905	38,133	41,519	44,905
26U	41,036	-	46,838	41,036	43,938	46,838
28U	41,619	-	48,075	41,619	44,575	48,075
29U	42,002	-	48,416	42,002	45,908	48,416
30U	42,965	-	51,309	42,965	47,106	51,309
31U	48,480	-	51,767	48,480	50,094	51,767
32U	48,770	-	53,565	48,770	51,145	53,565
32.1U	50,755	-	54,816	50,755	52,787	54,816
33U	54,817	-	67,053	54,817	60,935	67,053
34U	64,545	-	70,845	64,545	67,697	70,845

APPENDIX A-1

BUFFALO URBAN RENEWAL AGENCY
2001-02 SALARY AND WAGE SCHEDULE

1% RAISE EFFECTIVE JULY 1, 2001

(Five Step - BURA Employees Hired After January 1, 1983)

GRADE	SALARY RANGE	INCREMENTS				
		1	2	3	4	5
1U	21,120 - 24,380	21,120	21,938	22,572	23,412	24,380
1.1U	21,734 - 24,903	21,734	22,527	23,318	24,111	24,903
2U	22,256 - 25,353	22,256	23,031	23,803	24,577	25,353
3U	22,877 - 25,804	22,877	23,617	24,380	25,085	25,804
4U	23,819 - 26,813	23,819	24,569	25,318	26,067	26,813
5U	24,380 - 27,674	24,380	25,204	26,029	26,851	27,674
6U	25,318 - 28,530	25,318	26,177	27,077	27,955	28,530
7U	26,256 - 29,892	26,256	27,162	28,072	28,982	29,892
8U	27,191 - 30,956	27,191	28,268	29,344	30,420	30,956
9U	27,377 - 32,018	27,377	28,537	29,696	30,858	32,018
9.1U	28,151 - 32,935	28,151	29,332	30,512	31,724	32,935
10U	28,874 - 33,845	28,874	30,119	31,362	32,602	33,845
11U	29,437 - 34,341	29,437	30,841	32,018	33,180	34,341
11.1U	29,908 - 34,972	29,908	31,171	32,434	33,700	34,972
12U	30,372 - 35,418	30,372	31,634	32,897	34,159	35,418
13U	30,751 - 36,026	30,751	32,067	33,385	34,707	36,026
14U	30,935 - 36,449	30,935	32,316	33,692	35,071	36,449
15U	31,311 - 37,021	31,311	32,737	34,167	35,591	37,021
16U	32,246 - 37,441	32,246	33,497	34,847	36,049	37,441
16.1U	32,565 - 38,310	32,565	34,003	35,440	36,873	38,310
17U	34,306 - 38,604	34,306	35,274	36,244	37,213	38,604
18U	34,866 - 38,893	34,866	35,875	36,881	37,886	38,893
19U	35,535 - 39,999	35,535	36,571	37,712	38,857	39,999
20U	35,618 - 40,404	35,618	36,812	38,010	39,206	40,404
21U	35,804 - 40,564	35,804	36,993	38,182	39,373	40,564
22U	35,990 - 40,749	35,990	37,016	38,371	39,560	40,749
23U	36,366 - 41,983	36,366	37,768	39,174	40,580	41,983
24U	36,739 - 42,640	36,739	38,214	39,687	41,165	42,640
25U	36,925 - 43,482	36,925	38,565	40,203	41,843	43,482
26U	39,736 - 45,354	39,736	41,226	42,546	43,949	45,354
28U	40,300 - 46,552	40,300	41,729	43,162	44,861	46,552
29U	40,671 - 46,881	40,671	42,561	44,453	45,669	46,881
30U	41,603 - 49,682	41,603	43,611	45,613	47,614	49,682
31U	46,944 - 50,126	46,944	47,718	48,506	49,317	50,126
32U	47,224 - 51,867	47,224	48,349	49,524	50,694	51,867
32.1U	49,146 - 53,079	49,146	50,126	51,114	52,093	53,079
33U	53,080 - 64,928	53,080	56,042	59,004	61,964	64,928
34U	62,499 - 68,599	62,499	64,027	65,551	67,077	68,599

APPENDIX A-1

BUFFALO URBAN RENEWAL AGENCY
2002-03 SALARY AND WAGE SCHEDULE
1.25% RAISE EFFECTIVE JULY 1, 2002

(Five Step - BUR A Employees Hired After January 1, 1983)

GRADE	SALARY RANGE		INCREMENTS				
			1	2	3	4	5
1U	21,384	- 24,684	21,384	22,212	22,854	23,704	24,684
1.1U	22,005	- 25,214	22,005	22,808	23,609	24,412	25,214
2U	22,534	- 25,669	22,534	23,318	24,100	24,884	25,669
3U	23,162	- 26,126	23,162	23,912	24,684	25,398	26,126
4U	24,116	- 27,148	24,116	24,876	25,634	26,392	27,148
5U	24,684	- 28,019	24,684	25,519	26,354	27,186	28,019
6U	25,634	- 28,886	25,634	26,504	27,415	28,304	28,886
7U	26,584	- 30,265	26,584	27,501	28,422	29,344	30,265
8U	27,530	- 31,342	27,530	28,621	29,710	30,800	31,342
9U	27,719	- 32,418	27,719	28,893	30,067	31,243	32,418
9.1U	28,502	- 33,346	28,502	29,698	30,893	32,120	33,346
10U	29,234	- 34,268	29,234	30,495	31,754	33,009	34,268
11U	29,804	- 34,770	29,804	31,226	32,418	33,594	34,770
11.1U	30,281	- 35,409	30,281	31,560	32,839	34,121	35,409
12U	30,751	- 35,860	30,751	32,029	33,308	34,585	35,860
13U	31,135	- 36,476	31,135	32,467	33,802	35,140	36,476
14U	31,321	- 36,904	31,321	32,719	34,113	35,509	36,904
15U	31,702	- 37,483	31,702	33,146	34,594	36,035	37,483
16U	32,649	- 37,909	32,649	33,915	35,282	36,499	37,909
16.1U	32,972	- 38,788	32,972	34,428	35,883	37,333	38,788
17U	34,734	- 39,086	34,734	35,714	36,697	37,678	39,086
18U	35,301	- 39,379	35,301	36,323	37,342	38,359	39,379
19U	35,979	- 40,498	35,979	37,028	38,183	39,342	40,498
20U	36,063	- 40,909	36,063	37,272	38,485	39,696	40,909
21U	36,251	- 41,071	36,251	37,455	38,659	39,865	41,071
22U	36,439	- 41,258	36,439	37,478	38,850	40,054	41,258
23U	36,820	- 42,507	36,820	38,240	39,663	41,087	42,507
24U	37,198	- 43,173	37,198	38,691	40,183	41,679	43,173
25U	37,386	- 44,025	37,386	39,047	40,705	42,366	44,025
26U	40,232	- 45,920	40,232	41,741	43,077	44,498	45,920
28U	40,803	- 47,133	40,803	42,250	43,701	45,421	47,133
29U	41,179	- 47,467	41,179	43,093	45,008	46,239	47,467
30U	42,123	- 50,303	42,123	44,156	46,183	48,209	50,303
31U	47,530	- 50,752	47,530	48,314	49,112	49,933	50,752
32U	47,814	- 52,515	47,814	48,953	50,143	51,327	52,515
32.1U	49,760	- 53,742	49,760	50,752	51,752	52,744	53,742
33U	53,743	- 65,739	53,743	56,742	59,741	62,738	65,739
34U	63,280	- 69,456	63,280	64,827	66,370	67,915	69,456

APPENDIX A-1

BUFFALO URBAN RENEWAL AGENCY
2003-04 SALARY AND WAGE SCHEDULE

2% RAISE EFFECTIVE JULY 1, 2003

(Five Step - BURA Employees Hired After January 1, 1983)

GRADE	SALARY RANGE	INCREMENTS				
		1	2	3	4	5
1U	21,811 - 25,177	21,811	22,656	23,311	24,178	25,177
1.1U	22,445 - 25,718	22,445	23,264	24,081	24,900	25,718
2U	22,984 - 26,182	22,984	23,784	24,582	25,381	26,182
3U	23,625 - 26,648	23,625	24,390	25,177	25,905	26,648
4U	24,598 - 27,690	24,598	25,373	26,146	26,919	27,690
5U	25,177 - 28,579	25,177	26,029	26,881	27,729	28,579
6U	26,146 - 29,463	26,146	27,034	27,963	28,870	29,463
7U	27,115 - 30,870	27,115	28,051	28,990	29,930	30,870
8U	28,080 - 31,968	28,080	29,193	30,304	31,416	31,968
9U	28,273 - 33,066	28,273	29,470	30,668	31,867	33,066
9.1U	29,072 - 34,012	29,072	30,291	31,510	32,762	34,012
10U	29,818 - 34,953	29,818	31,104	32,389	33,669	34,953
11U	30,400 - 35,465	30,400	31,850	33,066	34,265	35,465
11.1U	30,886 - 36,117	30,886	32,191	33,495	34,803	36,117
12U	31,366 - 36,577	31,366	32,669	33,974	35,276	36,577
13U	31,757 - 37,205	31,757	33,116	34,478	35,842	37,205
14U	31,947 - 37,642	31,947	33,373	34,795	36,219	37,642
15U	32,336 - 38,232	32,336	33,808	35,285	36,755	38,232
16U	33,301 - 38,667	33,301	34,593	35,987	37,228	38,667
16.1U	33,631 - 39,563	33,631	35,116	36,600	38,079	39,563
17U	35,428 - 39,867	35,428	36,428	37,430	38,431	39,867
18U	36,007 - 40,166	36,007	37,049	38,088	39,126	40,166
19U	36,698 - 41,307	36,698	37,768	38,946	40,128	41,307
20U	36,784 - 41,727	36,784	38,017	39,254	40,489	41,727
21U	36,976 - 41,892	36,976	38,204	39,432	40,662	41,892
22U	37,167 - 42,083	37,167	38,227	39,627	40,855	42,083
23U	37,556 - 43,357	37,556	39,004	40,456	41,908	43,357
24U	37,941 - 44,036	37,941	39,464	40,986	42,512	44,036
25U	38,133 - 44,905	38,133	39,827	41,519	43,213	44,905
26U	41,036 - 46,838	41,036	42,575	43,938	45,387	46,838
28U	41,619 - 48,075	41,619	43,095	44,575	46,329	48,075
29U	42,002 - 48,416	42,002	43,954	45,908	47,163	48,416
30U	42,965 - 51,309	42,965	45,039	47,106	49,173	51,309
31U	48,480 - 51,767	48,480	49,280	50,094	50,931	51,767
32U	48,770 - 53,565	48,770	49,932	51,145	52,353	53,565
32.1U	50,755 - 54,816	50,755	51,767	52,787	53,798	54,816
33U	54,817 - 67,053	54,817	57,876	60,935	63,992	67,053
34U	64,545 - 70,845	64,545	66,123	67,697	69,273	70,845

APPENDIX B
GRADE ALLOCATION

<u>GRADE</u>	<u>TITLE</u>
1U	Clerk Neighborhood Impact Team Liaison
1.1.U	Painter
2U	Human Services Contract Specialist
3U	Mechanic
4U	Human Services Contract Coordinator
5U	Account Clerk Typist Clerical Technician Clerical Technician (Lead) Data Control Clerk Rental Rehab Secretary Special Project Aide Typist
6U	Crew Member Planner I
7U	Administrative Assistant Assistant Project Manager Administrative Receptionist Carpenter Computer Operator
8U	Equipment Operator Head Mechanic Senior Agency Clerk
9U	Housing Court Aide Senior Computer Operator - FCA Senior Equipment Operator Senior Payroll Clerk
10U	EEO Systems Manager Grant Service Aide Program Manager/Management Assistant Senior Administrative Assistant
11U	Audit Clerk Loan Specialist Aide

<u>GRADE</u>	<u>TITLE</u>
12U	Head Foreman Head Mechanic
13U	Neighborhood Projects Supervisor Assistant Geographic Information System (GIS) Specialist
14U	Urban Renewal Planning Coordinator
15U	Senior Administrative Assistant General Planner
16U	Administrative Stenographer Administrative Manager Real Estate Specialist Aide Stenographic Secretary Senior Computer Operator-Inspections
16.1U	Environmental Program Coordinator Aide
17U	Geographic Information System (GIS) Specialist
18U	Accountant Accountant/Audit Manager Case Management Coordinator - Lead Education Coordinator - Lead BURA Secretary/Legal Assistant Payroll Benefits Manager
19U	Contract Specification Coordinator Loan Specialist Aide Resource Development Specialist I
20U	Financial Systems Analyst Planning Systems Analyst
22U	Community School Liaison Housing and Neighborhood Development Specialist II Homesteading/Section 8 Coordinator/Monitor
23U	Contract Compliance Monitor Fiscal Resource-Liaison/HUD Grantee Performance and IDIS Technician
24U	Economic Market Analyst
25U	Brownfield Community Technician Land Use Planner
26U	Subgrantee Compliance Monitoring Coordinator Internal Auditor Supervisor of Building Construction I Fair Housing Officer Fiscal & Compensation Service Manager

<u>GRADE</u>	<u>TITLE</u>
28U	Housing and Neighborhood Development Specialist I Supervisor of Building Construction II Land Use Control Coordinator
29U	Commercial & Neighborhood Development Specialist Coordinator of Rehabilitation Loan Program Neighborhood Commercial Revitalization Manager Neighborhood Revitalization Manager Real Estate Specialist Resident Loan Servicing Specialist Senior Landscape Architect
30U	Contract Specialist Coordinator/Assistant Program Manager (Lead) Land Development Coordinator Resource Development Specialist II
31U	Director of Rental Rehabilitation Business Development Coordinator Neighborhood Impact Team Coordinator Senior Administrative Service Manager
32.1U	Associate Executive Fiscal Officer Coordinator of Planning Analysis & Data Computerization Coordinator Rehab Construction for Housing and Community Development Federal and State Funding Coordinator Lead Abatement Program Manager Manager of Real Estate Manager of Real Estate - Neighborhood Housing Manager of Commercial Real Estate Parks Coordinator Planner III Program Manager/Data Monitoring Coordinator Senior Loan Administrator Senior Planning System Analyst Supervisor of Maintenance Technical Services/CAD Specialist
33U	Deputy Director Deputy Director - Planning Engineer

LETTER OF INTENT

The following letter is intended to identify employees by BURA who were hired prior to November 10, 1986, and who were also receiving longevity payments.

The employees referenced above shall continue to receive the longevity Payment set forth in the longevity schedule of the Bargaining Unit under which the employee was previously covered including any increase which was in effect on November 10, 1986 or which may take effect during the term of the Contract between CSEA and BURA.

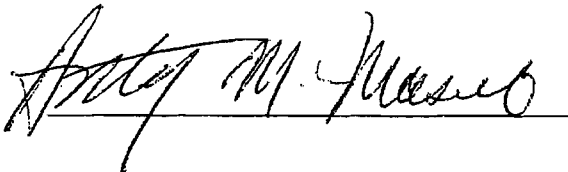
The employees referenced above are listed as follows:

1. Allen, Evelyn
2. Gambacorta, Alfonse
3. Hernandez, Olga
4. Hill, Thomas
5. Krieger, Robert
6. Krystyniak, Richard
7. Phillips, Catherine
8. Przepasniak, Linda
9. Roesler, Robert
10. Thompson, Ernestine
11. Tryjankowski, Betty
12. White, Mable

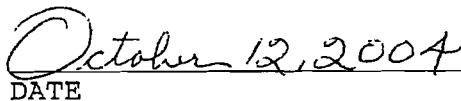

CSEA UNIT PRESIDENT

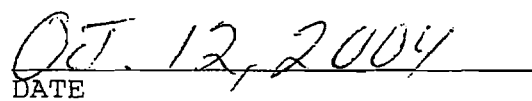
BUFFALO URBAN RENEWAL AGENCY


CSEA LABOR RELATIONS SPECIALIST



BUFFALO URBAN RENEWAL AGENCY


DATE


DATE