

**PUSH BUFFALO**  
**AND**  
**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**



**July 1, 2023 – June 30, 2025**

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*\* As corrected on September 5, 2023*

## TABLE OF CONTENTS

Article #	Title	Page #
1	Preamble	3
2	Responsible Relationship	3
3	Recognition	3
4	Statement of Purpose	4
5	Nondiscrimination	4
6	Union Representation	5
7	Grievance Procedure/Dispute Resolution Process	5
8	New Employee Introductory Period	7
9	Definition of Employee	7
10	Work Schedule	8
11	On-Call Pay	9
12	Severance Pay	9
13	Overtime	9
14	Time-Off Benefits	9
15	Health Insurance	12
16	Vision Insurance	13
17	Dental Insurance	14
18	401K Retirement Plan	16
19	Leaves of Absence	16
20	Jury Duty	22
21	Bereavement (Funeral) Leave	23
22	New York State Voting Leave	23
23	Seniority	23
24	Layoff and Recall	24
25	Transfers and Promotions	25
26	Personnel Records	25
27	Performance Reviews	26
28	Progressive Discipline	26

29	Employment Termination/Resignation	27
30	Bargaining Unit Work	28
31	Contracting Out Work	28
32	Management Rights	28
33	Work Interruptions	29
34	Hybrid Work	29
35	Successorship	30
36	Savings Clause	30
37	Union Membership	30
38	Dues Deduction	31
	Dues Deduction Form	32
39	Labor-Management Meetings (LM)	33
40	Bulletin Boards	33
41	Work/Life Balance	33
42	Relocation	34
43	Duration	35
44	Wages	36
MOU #1	Layoff	37

**ARTICLE 1  
PREAMBLE**

This Agreement is made and entered into by and between PUSH Buffalo, (hereinafter referred to as the Employer) and the Communications Workers of America, AFL-CIO (hereinafter referred to as the Union).

**ARTICLE 2  
RESPONSIBLE RELATIONSHIP**

PUSH Buffalo and the Union recognize that it is in the best interest of both parties, and the employees, that all dealings between them continue to be characterized by mutual responsibility and respect. Both parties understand and strive for a courteous and conscientious relationship in the workplace. It is the intention of both parties that management employees and bargaining unit employees will treat each other with the same dignity, respect, and courtesy that all employees strive to provide to the individuals who are served by PUSH Buffalo. To ensure that this relationship continues and improves, PUSH Buffalo and the Union and their respective representatives at all levels will apply the terms of this contract fairly and in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring to the attention of all employees in the units covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

On a monthly basis, PUSH Buffalo shall notify the CWA 1122 President, Area Vice President, and Chief Steward/Steward Representative by either e-mail or in writing with a CWA represented employee census containing the following information: name, current address, personal contact, phone number, job title, seniority date, rate of pay. Also included with this notice, each bargaining unit employee who has left employment, including their date of hire and termination.

PUSH Buffalo shall provide the Union with the opportunity to meet with each new employee at the start of their employment to introduce the Union and to present the new employee with a membership card and dues deduction authorization.

PUSH Buffalo shall provide the Union with the opportunity to speak at department staff meeting as needed. Request by the Union to attend will not be unreasonably denied.

**ARTICLE 3  
RECOGNITION**

PUSH Buffalo hereby recognizes the Communications Workers of America, AFL-CIO, as the sole and exclusive organizational representative for the purpose of collective bargaining and processing of grievances including all full time, part-time and seasonal employees who are

employed by PUSH Buffalo at its 429 Plymouth, Buffalo, New York, 271 Grant Street, Buffalo, New York, 460 Massachusetts Avenue, Buffalo, New York, all construction project work sites where staff members are assigned and various properties within the Green Development Zone location(s).

The bargaining unit will exclude all temporary/contractual, per diem, administrative, management and Fiscal Department employees, Coordinators, as defined in the National Labor Relations Act.

The primary work location of PUSH Buffalo and the mailing address for all correspondence to PUSH Buffalo shall be 429 Plymouth Avenue, Buffalo, NY 14213.

The current bargaining unit job titles include: Base Building Organizer, Climate Justice Organizer, Community Development Project Manager, Communication Manager, Community Energy Advisor, Cooperative Development Specialist, Equitable Development Specialist, GSNC Program Coordinator, GSNC Site Coordinator, Healthy Homes Coordinator, Housing Justice Organizer, Maintenance Technician, Policy Coordinator, Policy Specialist, Assistant Property Manager, Street Team Coordinator, Sustainability Campaign Coordinator, Sustainable Landscape Coordinator, Sustainable Landscaper, Tenant Advocate, Web Developer and Interaction Design Specialist, Workforce Assistant and Workforce Coordinator.

#### **ARTICLE 4 STATEMENT OF PURPOSE**

PUSH Buffalo and the Union mutually desire to promote harmonious and cooperative relationships and to protect the public/clientele by assuring, at all times, the orderly and uninterrupted operations and functions of its services to the community/county.

PUSH Buffalo and its employees commit to striving for excellent performance of the PUSH Buffalo mission and service to the community by: collaborative and effective communication between PUSH Buffalo, its employees, and community. This will be done in furtherance of the orderly and continuous operation and function of PUSH Buffalo's work, without unnecessary expense and maximum efficiency, and without interference or interruption.

It is the intent and purpose of the parties hereto to set forth herein the basic agreement governing wages, hours of work, and other conditions of employment to be observed by the parties. PUSH Buffalo and the Union will mutually strive to peacefully resolve differences arising under this agreement.

#### **ARTICLE 5 NONDISCRIMINATION**

In a desire to restate their respective policies, neither the Company nor the Union Shall unlawfully discriminate against any employee because of such employee's race, record of prior

arrest or conviction, creed, military status, color, domestic violence victim status, religion, sex, pregnancy-related condition, predisposing genetic characteristics, age, familial status, national origin, sexual orientation, gender identity or expression, because they are disabled, a disabled veteran, or a veteran of any legally declared war, or in retaliation for having opposed an unlawful discriminatory practice.

## **ARTICLE 6 UNION REPRESENTATION**

Section 1. Employees covered by this Agreement will not be disciplined, demoted, suspended or terminated without just cause.

Section 2. When an employee covered by this Agreement is interviewed by a representative of the Employer and the result of such interview could be discipline or corrective action, the employee will be offered a Union representative.

Section 3. Employees covered by the Agreement are not entitled to a Union representative during meetings to discuss regular business; provided that discipline is not part of said regular business meeting.

Section 4. If the employee desires a Union representative in such a meeting, a Union representative will be available within three (3) business days.

Section 5. The Union may select from employees in the bargaining unit, to be Union chief stewards and stewards for the purpose of grievance handling or other Union business. Such chief stewards and stewards will receive no more than ten (10) hours per month, absent employer agreement, of paid time for the purpose of conducting union business.

The Union shall not select more than one such representative for every ten (10) bargaining unit members.

Section 6. The Union will be provided thirty (30) minutes to meet with each new bargaining unit employee during the first fourteen (14) days of hire.

## **ARTICLE 7 GRIEVANCE PROCEDURE/DISPUTE RESOLUTION PROCESS**

Section 1. In the event an employee (bargaining unit member) believes that the collective bargaining agreement, (contract) has been violated the following steps will be taken to alleviate the situation.

- a.) First Step: The aggrieved party, (member) will notify their Union representative, steward, chief steward, or Local officer. The individual contacted will contact the human resources officer, or proper labor management representative, (designee) to discuss the

issue in a professional courteous manner within five (5) days of the alleged contract violation.

- b.) Second Step: If the issue remains unresolved, it will be addressed at the next level of management within two (2) weeks of the first step discussion. If the issue remains unresolved, the Union may request, in writing, within five (5) days of the second step answer, for the issue to be submitted to mediation.
- c.) Third Step: If the issue remains unresolved after mediation, the Union may request, in writing, within five (5) days of the completion of the mediation, for the issue to be submitted to arbitration.
- d.) If no mutually satisfactory conclusion is reached at the end of Step 3, either party to this Agreement may give notice of its desire to arbitrate the grievance. The arbitration process shall be initiated by sending a letter to the Federal Mediation and Conciliation Service (FMCS), with a copy of this request letter to the Director of Labor Relations, or designee, within thirty (30) calendar days after receipt of the Step 3 answer, identifying the grievance, including whatever forms are required by the Mediation Service and a request that the Mediation Service send to each party a list of seven (7) names of arbitrators.

Section 2. Following receipt of the copy of the list of arbitrators, the parties shall confer within seven (7) or fewer days: to determine the arbitrator, and then representatives of each party shall alternately strike a name until one name is left. The determination of who strikes first may be made by the coin toss with the loser making the first strike. The remaining name shall be the arbitrator for that grievance. Either party may reject a panel of arbitrators and request one additional panel.

Section 3. The cost and the expense of the arbitrator, any transcripts, and the hearing room shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

Section 4. Not more than a single grievance arising under this Agreement may be arbitrated in a single proceeding before an arbitrator unless by mutual agreement in writing signed by the parties.

Section 5. The award of an arbitrator shall be final and binding on the Union, its members, the employee or employees involved and the Employer.

Section 6. The decision of the arbitrator may or may not include “make whole” decisions with respect to back pay, provided, however, if an arbitrator shall award back wages covering the period of an employee’s separation from the Employer’s payroll, the amount as awarded shall be less any unemployment compensation received or other compensation from any source, which the employee would not have received or earned had they not been suspended or discharged, and provided further that any wages from another job with another employer held by the employee at the time of the suspension or termination will not be the basis for any reduction in back pay awarded.

Section 7. The arbitrator shall have no authority to alter, amend or change in any way the terms and conditions of this Agreement, the Employer's written work rules and policies and shall confine their decision to a determination of the facts and interpretation, administration of, and compliance with the terms of the Agreement. The arbitrator shall include in his/her decision including in his/her decision findings of fact, conclusions of law (if applicable), and what provisions, if any, of the Agreement were violated.

Section 8. In the matter of a suspension of any duration or a termination, they will be addressed immediately at the second step within five (5) days of the discipline.

Section 9. In the event of a proposed termination, PUSH will suspend the employee for ten (10) days before implementing the termination, in order for the parties to attempt to mitigate the situation.

Section 10. "Days" shall mean weekdays (Monday through Friday) excluding legal and/or observed holidays for time limit purposes as used in this Agreement.

## **ARTICLE 8 NEW EMPLOYEE INTRODUCTORY PERIOD**

Section 1. Each employee shall be in a New Employee Introductory Period from their date of hire for a period of ninety (90) working days,-subject to an extension of the Introductory Period if the employee is on a leave of absence for part of the Introductory Period. During and at the end of the Introductory Period, PUSH Buffalo, shall provide each employee with an evaluation of their performance, and any areas that need improvement.

Section 2. During the employee's Introductory Period, the employee may disciplined or discharged without recourse to the arbitration procedure, however the Union shall have the right to attempt to resolve concerns at Step 1 of the grievance procedure / dispute resolution process.

## **ARTICLE 9 DEFINITION OF EMPLOYEE**

Section 1. A full time employee is defined as one who is regularly scheduled to work at least thirty (30) hours per week.

Section 2. A part time employee is defined as one who is regularly scheduled to work fewer than thirty (30) hours per week.

Section 3. A seasonal employee is defined as one who is hired into a position for which the customary annual employment is less than a full year, but more than six (6) months and for which there is employment in each calendar year at approximately the same part of the year. Such employees are part of the bargaining unit and will have rights to recall. Furthermore, if said seasonal employee is hired into a full-time or part-time position within one (1) year from date of layoff, they will have all time previously worked counted for seniority purposes.



Section 4. Temporary employees are hired for a specified period of time not to exceed six (6) months in duration with the exception being contract employees involved in construction projects. Such temporary employees are not in the bargaining unit.

Section 5. A per diem employee is defined as one designated as such who works on an as needed basis, and is not regularly scheduled. Per Diem employees shall not have seniority, shall not be entitled to fringe benefits, and shall not be considered bargaining unit employees.

## **ARTICLE 10 WORK SCHEDULES**

Section 1. The payroll week for all employees covered by this Agreement will begin at 12:00 am on Saturday each week and end the following Friday at 11:59 pm.

Section 2. The regular work shifts for full-time employees will be five (5), eight (8) hour shifts per week. Start times may vary and will be determined at the commencement of the position and any changes hereto will be determined in conjunction with an employee's immediate supervisor. Employees will not be regularly scheduled to work on Sundays.

Section 3. No employee will be required to work beyond the end of their regularly scheduled shift or workweek but may volunteer to do so. The only exception will be when an employee's job requires them to be on-call.

Section 4. All employees covered by this Agreement will be considered hourly employees and will be entitled to overtime pay as outlined in Article 13, Overtime.

Section 5. A flexible time schedule may be established to enable an employee to adjust their work schedule to accommodate other responsibilities outside of the work place, as long as it does not interfere with the daily operation of the organization or prevent the employee from attending meetings, hearings or any other functions pertinent to the employee's obligations. The time must be flexed in the same pay period. This must be approved by the employee's supervisor.

Section 6. Work schedules must be posted at least two (2) weeks in advance of time the employee is expected to work. A hard copy of the original schedule will be posted and will be made available to employees upon request. Once posted, work schedules may not be changed without the knowledge and agreement of the responsible manager and the affected employee.

Section 7. If you work a shift totaling six (6) hours or more, you are required to take a thirty (30) minute meal period at the midpoint of your shift which will be a paid lunch. Employees may not "work through this meal period" in order to arrive late, leave early or to work extra time. Additionally you will be paid for two (2) fifteen (15) minute breaks per day.

Employees can schedule their two (2) fifteen (15) minute breaks in conjunction with the thirty (30) minute meal period.

**ARTICLE 11  
ON-CALL PAY**

When an employee is scheduled on-call and required to report when called, the employee will be paid at a rate of five dollars (\$5.00) per hour for all hours on-call.

**ARTICLE 12  
SEVERANCE PAY**

When a full-time or part-time employee is laid off, they will receive a severance payment equal to two (2) weeks pay based on their regular work schedule.

**ARTICLE 13  
OVERTIME**

Section 1. Overtime will be paid to all employees covered under this Agreement at the rate of time and one half (1.5) for all hours worked over forty (40) hours in one payroll week.

Section 2. Overtime must be approved in advance by the appropriate manager.

**ARTICLE 14  
TIME-OFF BENEFITS**

**HOLIDAYS**

Section 1. All full-time, part-time and seasonal employees are eligible for paid holidays following the completion of the Introductory Period. Part-time employees will receive a pro-rated holiday benefit.

Section 2. The following holidays are recognized by PUSH Buffalo as paid holidays:

- a.) New Year's Day;
- b.) Martin Luther King Day;
- c.) Memorial Day;
- d.) Juneteenth
- e.) Independence Day;
- f.) Labor Day;
- g.) Indigenous Peoples Day;
- h.) Thanksgiving Day;
- i.) Friday after Thanksgiving;
- j.) Christmas Eve (1/2 day if both Christmas Eve and Christmas Day fall during the business week (Monday - Friday);
- k.) Christmas Day;

- 1.) New Year's Eve (½ Day if New Year's Day falls during the business week (Monday – Friday)).

Section 3. Employees have one (1) floating holiday each calendar year. The floating holiday is available on January 1 of each year and can be taken on any day within that calendar year that is mutually agreed upon by the employee and supervisor after the completion of the Introductory Period. The normal time off request procedure will be utilized to request the floating holiday. If the floating holiday is not used, it cannot be carried over into the following year. Upon separation of employment if the floating holiday remains it will not be paid out.

Section 4. Employees may take time off to observe religious holidays. If available, a full day of unused paid time off may be used for this purpose. Otherwise the time off is without pay. Employees must notify their manager at least ten (10) business days in advance of the religious holiday.

Section 5. We schedule all national holidays on the day designated by common business practice.

Section 6. If a holiday occurs during a scheduled PTO, employees will be charged for the holiday, rather than a day of PTO.

Section 7. In order to qualify for holiday pay, employees must work the scheduled workday immediately before and after the holiday. Only excused absences and/or planned absences will be considered exceptions to this policy.

Section 8. Employees are not eligible to receive holiday pay when on a leave of absence.

**PAID TIME OFF (PTO)**

Section 9. Full-time, part-time and seasonal employees are eligible for PTO after the completion of their ninety (90) day introductory period. Such employees will receive a pro-rated PTO allotment based on the length of time left in that first partial year. New PTO allotments are renewed as of January 1st of every year. After one (1) year of service employees are eligible for the following amount of PTO. The annual PTO allotments are prorated in proportion to your scheduled hours.

Schedule	PTO Allotment
40 hour work week	200 hours
35 hour work week	175 hours
30 hour work week	150 hours
25 hour work week	125 hours
20 hour work week	100 hours
15 hour work week	75 hours

10 hour work week	50 hours
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<b>Classification</b>	<b>Amount of PTO Accrual</b>
PUSH and BNSC FT Seasonal and Temp	2.3 hours per week up to 120 hours
PUSH and BNSC PT Seasonal and Temp	1.15 hours per week up to 60 hours

Section 10. PTO must be requested and approved by your manager at least one (1) month in advance of the dates requested for leaves of three (3) days or more. Individual PTO hours/days of two (2) days or less, may be requested for a minimum of forty-eight (48) hour notice, unless the employee is calling in sick. Employees taking planned Time Off will finalize a coverage plan that will cover the duration of their absence, in advance of their day(s) off, with their supervisor. Employees shall put an out of office message in their email while on PTO. Supervisors will make every effort to refrain from contacting employees while they are out on vacation, except when deemed an emergency.

Section 11. In emergency situations consideration will be given to PTO requests of less than forty-eight (48) hours. Employees calling in to request unplanned PTO less than forty-eight (48) hours in advance will be asked to provide their supervisor at the time of their request with a review of any short term tasks, calls, etc. needing to be tended to. If any conflicts arise in requests for PTO, preference will be given to the employee with the most seniority.

Section 12. PTO time may be taken in one (1) hour increments. If an employee is eligible for more than three (3) weeks of PTO, only two (2) weeks of PTO can be taken at one time. An exception can be made with the written approval from the employee's manager and senior management at least six (6) weeks in advance.

Section 13. Employees calling in sick must adhere to PUSH Buffalo established call in procedure(s) and inform their supervisor of their sick day as soon as possible, by phone call or text. Employees are expected to call in each unplanned day off, except where covered by a doctor's note or part of the original request. On the third (3<sup>rd</sup>) consecutive unplanned day out, the supervisor may conduct a single (1) phone call to the employee to check in (on their status/how are they feeling) and inquire about any work plan(s) needed to cover the employee for their remaining time off.

Section 14. Due to the workload at the beginning and end of the season, returning seasonal workers may not take PTO time during the first six (6) weeks of the season and the last four (4) weeks of the season. Newly hired seasonal workers must complete the ninety (90) day introductory period before taking PTO.

Section 15. For full time and part time PUSH employees, up to forty (40) hours of PTO time may be carried over into the subsequent years. Laborers working with BNSC may carryover any accrued and unused PTO from year to year.

Section 16. Up to eighty (80) hours of PTO time will be paid at the time of employment separation if an employee voluntarily resigns and if a two (2) week notice is given and worked.

### **WINTER BREAK**

Section 17. PUSH Buffalo shall provide a holiday break, generally during the period between December 24 and January 1, which shall not be charged to the employee's PTO allotment. The exact days of this break shall be shared with the employees at the beginning of each calendar year.

Section 18. Employees shall not schedule personal PTO between Thanksgiving and the winter holiday break. If an employee's request to use PTO during the fourth quarter of a calendar year is denied, the PTO days requested that were denied may be paid out or carried over for use during the first quarter of the following calendar year.

### **PERSONAL PAID LEAVE – SABBATICAL**

Section 19. Full time, permanent employees are eligible for personal paid leave after five (5) consecutive years of full time employment. Employees are eligible to take up to one (1) month of paid leave after five (5) consecutive years of full time employment with PUSH. This leave is approved by leadership, and a plan for coverage during the leave time must be worked out between the employee requesting leave and their supervisor. To adequately cover ongoing work plans, as much advance notification as possible is needed. Six-month notice for managers when possible, a minimum of thirty (30) days advance notification is required. A training plan must be in place and approved by leadership before leave commences. This leave cannot be taken with other paid or unpaid leaves. Paid leave cannot be taken more than once in a five (5) year period.

## **ARTICLE 15 HEALTH INSURANCE**

Section 1. Full-time employees are eligible for health insurance the first day of the month following thirty (30) days of employment. The current Health Insurance Plans offered are:

- a.) Blue Cross Blue Shield of WNY Gold Classic;
- b.) Blue Cross Blue Shield of WNY Silver POS;
- c.) iDirect Gold Copay; and
- d.) iDirect Silver Copay.

Any change to the plan will be communicated to the Union. Such change will provide for an equal level of benefit with respect to the provisions attached hereto to the extent that such a plan is available in the marketplace.

Section 2. Single, employee plus spouse, employee plus children or employee plus family coverage is available. Eligible dependents include:

- a.) legally married spouse (same or opposite sex) or domestic partner;
- b.) children step children or children of your registered domestic partner to age 26, regardless of marital or student status;
- c.) any children for whom an employee is required to provide coverage under a Qualified Medical Support Order; or
- d.) disabled child of any age if they are incapable of self-care due to physical or mental disability.

Section 3. PUSH Buffalo will contribute one hundred percent (100%) for basic single coverage per month of the iDirect Silver Copay Plan toward health insurance for full-time employees. PUSH Buffalo will contribute the dollar value of the iDirect Silver Copay Plan towards any other coverage under that plan or coverage under any of the other plans offered.

Section 4. Each employee covered by a health insurance plan will receive a Health Reimbursement Account of \$1,000.00 towards the plan deductibles.

Section 5. PUSH Buffalo will hold an open enrollment opportunity annually for the purpose of enrolling in health insurance benefits.

## **ARTICLE 16 VISION INSURANCE**

Section 1. Full-time employees are eligible for benefits under the vision plan the first day of the month following thirty (30) days of employment. The Vision Insurance Plan offered will be through Guardian. Any change to the plan will be communicated the Union and will contain an equal level of benefits with respect to the provisions attached hereto to the extent that such a plan is available in the marketplace.

Section 2. Single, employee plus spouse, employee plus children or employee plus family coverage is available. Eligible dependents include:

- a.) legally married spouse (same or opposite sex) or domestic partner;
- b.) children step children or children of your registered domestic partner to age 26, regardless of marital or student status;
- c.) any children for whom an employee is required to provide coverage under a Qualified Medical Support Order; or
- d.) disabled child of any age if they are incapable of self-care due to physical or mental disability.

Section 3. PUSH Buffalo will contribute one hundred percent (100%) for basic single coverage per month for full-time employees. PUSH Buffalo will contribute the dollar value of the basic single plan towards single, employee plus spouse, employee plus children or employee plus family coverage under that plan or coverage under any of the other plans offered.

Section 4. PUSH Buffalo will hold an open enrollment opportunity annually for the purpose of enrolling in vision insurance benefits.

PUSH Buffalo	2020 Vision	
	Guardian	
BENEFIT	In Network / Out of Network	Frequency
Exam Copay	\$10 / \$10	Once per calendar year
Exam Allowance	100% / \$39	Once per calendar year
Materials Copay	\$25 / \$25	Once per calendar year
Materials Allowance	n/a	n/a
Dependents/Full Time Students	26 / 26	
BASE LENSES		
Single Vision Allowance	100% / \$23	Once per calendar year
Bifocal Allowance	100% / \$37	Once per calendar year
Trifocal Allowance	100% / \$49	Once per calendar year
Lenticular Allowance	100% / \$64	Once per calendar year
CONTACT LENSES		
Elective Allowance	\$130 / \$100	Once per calendar year
Therapeutic Allowance	100% / \$64	Once per calendar year
FRAMES		
Frame Retail Allowance	\$130 / \$46	Every other calendar year
PAYROLL DEDUCTIONS		
	WEEKLY	BI-WEEKLY
Employee	\$0.00	\$0.00
Employee + Spouse	\$1.05	\$2.10
Employee + Child(ren)	\$1.10	\$2.20
Family	\$2.63	\$5.27
* This is a summary of covered benefits and exclusions and it not intended as an actual contract of group plan. Please check the contract or group plan for final information on your benefits and exclusions.		

## ARTICLE 17 DENTAL INSURANCE

Section 1. Full-time employees are eligible for dental insurance the first day of the month following thirty (30) days of employment. The current Dental Insurance Plan offered is Guardian. Any change to the plan will be communicated to the Union and will contain an equal level of benefits with respect to the provisions attached hereto to the extent that such a plan is available in the marketplace.

Section 2. Single, employee plus spouse, employee plus children or employee plus family coverage is available. Eligible dependents include:

- a.) legally married spouse (same or opposite sex) or domestic partner;
- b.) children step children or children of your registered domestic partner to age 26, regardless of marital or student status;
- c.) any children for whom an employee is required to provide coverage under a Qualified Medical Support Order; or
- d.) disabled child of any age if they are incapable of self care due to physical or mental disability.

Section 3. PUSH Buffalo will contribute one hundred percent (100%) for basic single coverage per month for full-time employees. PUSH Buffalo will contribute the dollar value of the basic single plan towards single, employee plus spouse, employee plus children or employee plus family coverage under that plan or coverage under any of the other plans offered.

Section 4. PUSH Buffalo will hold an open enrollment opportunity annually for the purpose of enrolling in dental insurance benefits.

	M1
	In/Out
<b>Other Benefits</b>	
Orthodontics	50%
Deductible	\$50
Annual Maximum Per Person	\$1,500 (Only applies to Basic/Major)
Rollover Feature	Yes
Dependent/Full Time Students	26
Out of Network Benefits	Fee Schedule
<b>PAYROLL DEDUCTIONS</b>	<b>WEEKLY</b>
Single	\$0.00
Employee + 1	\$9.29
Employee + Child	\$16.12
Family	\$27.89
<b>PAYROLL DEDUCTIONS</b>	<b>BI-WEEKLY</b>
Single	\$0.00
Employee + 1	\$18.59
Employee + Child	\$32.23
Family	\$55.78
<b>* This is a summary of covered benefits and exclusions and it not intended as an actual contract or group plan. Please check the contract or group plan for final information on your benefits and exclusions.</b>	



**ARTICLE 18**  
**401K RETIREMENT PLAN**

Section 1. Full-time and part-time employees who are at least nineteen (19) years of age, are eligible to begin accruing retirement benefits on the first day of the month after their date of hire. All regular full-time employees and part-time employees are eligible to participate in the 401 (K) plan.

Section 2. As participants in the 401(K) Plan, employees are entitled to examine the Plan documents and the annual report and plan description filed with the U.S. Department of Labor. This inspection may be made during normal business hours.

Section 3. The Employer will make a matching contribution equal to fifty percent (50.0%) of an employee's elective deferrals. The Company will not match Elective Deferrals that exceed five percent (5.0%) of eligible earnings.

Section 4. Employees must make elective deferrals in order to receive the matching contribution. The matching contribution is made each pay period that elective deferrals are made and is calculated based on an employee's eligible earnings for that pay period.

Section 5. If an employee leaves the Employer, they will be considered as vested in the plan and will receive one hundred percent (100%) of their contribution. If an employee leaves the Employer after two (2) years of employment, they will be considered fully vested in the Plan and will receive one hundred percent (100%) of their contribution and one hundred percent (100%) of the matching contribution.

**ARTICLE 19**  
**LEAVES OF ABSENCE**

Section 1. A leave of absence without pay may be granted to all full-time and part-time employees covered by this Agreement after one (1) year of continuous employment for the following reasons:

- a.) compelling personal;
- b.) extended personal illness leave following worker compensation and/or disability;
- c.) educational leave.

Section 2. Leaves of absence shall not exceed thirty (30) consecutive days in duration. Employees may request two (2) thirty (30) day extensions before the end of the original thirty (30) day period. A request for leave of absence will not be denied arbitrarily.

Section 3. An employee's application for a leave of absence must be made in writing to their supervisor, and except cases of emergency must be submitted at least thirty (30) calendar days in advance of the date the leave is requested to begin and a response will be provided to the

employee within seven (7) calendar days. The request must include the beginning and ending dates of the leave being requested.

Section 4. In addition to the leaves outlined in Section 1. above, the following leaves are available to eligible employees.

**A. Family/Medical Leave of Absence**

(1.) In general, a leave of absence is an official authorization to be absent from work without pay for a specified period of time. Eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described under the following Family/Medical Leave Policy, which shall be administered in accordance with applicable State and Federal laws:

- a.) Employees are eligible if they have been actively employed for twelve (12) months, and worked at least 1250 hours (an average of twenty-five (25) hours per week) during those twelve (12) months.
- b.) While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more need not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the Employer's intention to rehire the employee after the break in service.
- c.) Salary continuation during any leave period shall depend upon the employee's qualifying for disability pay under the State's Disability Law.
- d.) Time off under the disability policy shall be counted towards the twelve (12) week total. If you are not eligible for disability, the leave will be unpaid.
- e.) Under the circumstances set forth below, each eligible employee shall have up to a total of twelve (12) weeks leave during any one (1) year period.
- f.) A family leave shall be granted upon:
  - the birth and care of a newborn child of the employee;
  - for placement with the employee of a son or daughter for adoption or foster care;
  - to take medical leave when the employee is unable to work because of a serious health condition; or
  - For qualifying events arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a

member of the National Guard or Reserves in support of a contingency operation.

- g.) A medical leave shall be granted upon the employee's own serious illness.
- h.) Whenever possible, and subject to your health care provider's approval, absences for planned medical treatment should be scheduled so as not to unduly disrupt company operations.
- i.) In appropriate circumstances, we may require you to be examined by a company designated physician at company expense.
- j.) In the event of a serious health condition to the employee or his child, spouse or parent, creating a need for unforeseeable family or medical leave, the employee should provide us with notice, as soon as practicable, of any needed time off, and a written doctor's certificate indicating the expected duration and nature of the illness, particularly as it relates to the employee's ability to come to work or the need for that employee's presence at home to care for a seriously ill family member.
- k.) Employees shall be required to give thirty (30) days advance notice in the event of a foreseeable medical treatment. To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. To facilitate your return to work, we also ask that you provide us with two (2) weeks advance notification of your intended return date. Failure to do so may delay your return date.
- l.) A serious health condition is defined as a disabling physical or mental illness, injury, impairment or condition involving (1) inpatient care in a hospital, nursing home or hospice; or (2) outpatient care requiring continuing treatment or supervision from a health care professional.
- m.) Upon completion of a leave granted under this section, you shall be restored to your original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment and return within three (3) days of the end of your leave. If you do not report within three (3) days, we will consider your leaving a voluntary quit. An employee has no greater right to restoration or to other benefits and conditions of employment than if an employee had been continuously employed.
- n.) If, due to your own medical circumstances, you are no longer able to perform your original job, we will attempt to transfer you to alternate suitable work, if available.

- o.) While on a leave of absence provided for under this policy, we will continue your group health insurance benefits under the same terms as provided to other employees, for up to a maximum of twelve (12) weeks leave time during any one (1) year period. If your leave extends beyond twelve (12) weeks, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules. It is your responsibility to pay your portion of the healthcare premium.
- p.) Other accumulated fringe benefits such as seniority, retirement, service credits, sick pay, vacation pay, etc., shall be preserved at the level earned as of commencement of the leave, but shall not accrue further during any such leave period.
- q.) A covered employer also must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of twenty-six (26) workweeks of unpaid leave during a “single 12-month period” to care for the service member.
- r.) Under some circumstances, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee’s usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer’s operation. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- s.) Under certain conditions, employees or employers may choose to “substitute” (run concurrently) accrued paid leave (such as sick or PTO) to cover some or all of the FMLA leave. An employee’s ability to substitute accrued paid leave is determined by the terms and conditions of the employer’s normal leave policy.
- t.) PLEASE NOTE: You are responsible for regularly updating PUSH Buffalo of your status. We ask that you provide us with a note from your Doctor following each visit. You may fax, mail, or drop notes off in person.
- u.) We understand there are times when your illness may be longer than twelve (12) weeks. If after twelve (12) weeks you do not have an imminent return to work date, we may separate your employment. That will not affect any compensation or disability payments you may be receiving.

## **B. FMLA Exigency and Caregiver Leave**

- (1.) Exigency leave expands the exigency leave benefits to include family members of active duty service members and up to 12 weeks of leave for urgent needs related

to a reservist family member's (spouse, son, daughter, or parent) call to active service.

- (2.) Caregiver leave expands the provision to include veterans who are undergoing medical treatment, recuperation or therapy for serious injury or illness that occurred any time during the five years preceding the date of treatment and up to twenty-six (26) weeks of unpaid leave to an employee to care for a family member (spouse, son, daughter, parent, or next of kin) who is injured while serving on active military duty.

### **C. Military Leave of Absence**

- (1.) If you are a full time employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service, provided:
  - a.) You ensure that your employer receives advance written or verbal notice of your service;
  - b.) You have five (5) years or less of cumulative service in the uniformed services while with that particular employer;
  - c.) You return to work or apply for reemployment in a timely manner after conclusion of service;
  - d.) You have not been separated from service with a disqualifying discharge or under other than honorable conditions; and
  - e.) You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months active duty for training, you must apply within a reasonable time (usually thirty (30) days) after discharge.

### **D. Military Reserves or National Guard Leave of Absence**

- (1.) Employees who serve in U. S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws. These employees may apply earned paid time off or unused earned vacation time to the leave if they wish; however, they are not obliged to do so.
- (2.) You are expected to notify your manager as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

### **E. New York State Paid Family Leave (PFL)**

- (1.) To be eligible, employees must:
  - a) regularly work twenty (20) or more hours per week and be employed for at least twenty-six (26) consecutive workweeks preceding the first full day family leave is taken; or
  - b) regularly work less than twenty (20) hours per week and be employed for at least one hundred and seventy-five (175) work days in the fifty-two (52) weeks preceding the first full day leave is taken.
- (2.) If an employee's schedule is such that they will never work enough days or weeks in a fifty-two (52) week period to be eligible for the coverage, they will be given an Opt-Out form to sign. If employment status changes in the future, then the employee may become eligible for the benefit at that time.
- (3.) Eligible employees will be entitled to paid time away from work:
  - a.) to care for a family member (employee's child, grandchild, spouse, domestic partner, parent, parent-in-law, or grandparent) with a serious health condition;
  - b.) to bond with a child after birth or placement for adoption or foster care within the first twelve (12) months after the birth or placement, including any required pre-adoption activities; or
  - c) because of any qualifying exigency arising from the fact that an employee's spouse, domestic partner, child or parent has been called to active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.
- (4.) An employee must provide at least thirty (30) days advance notice before leave is to begin if the qualifying reason for leave is foreseeable. When not foreseeable, the employee must provide notice as soon as practicable under the facts and circumstances and within the time prescribed by our usual and customary notice requirements. Failure to provide timely notice may result in leave being delayed or denied.
- (5.) Eligible employees who wish to take paid leave must comply with applicable certification requirements and will be required to provide additional documentation, as permitted by law.

Section 5. To the extent permitted by law, employees may elect to charge all or part of their paid family leave time to unused vacation days and receive full pay. In such case, the Employer may seek reimbursement from the carrier out of any family leave benefits due prior to the carrier's payment of such family leave benefit to you.

Section 6. Paid family leave will run concurrently with leave taken pursuant to the Family and Medical Leave Act, if employees are eligible for the FMLA coverage.

Section 7. Leaves taken under this article are job protected. We will restore an employee who returns from leave to the same or a comparable position. While on leave, employees will continue to receive existing health insurance coverage, provided that they continue to pay their share of health insurance premiums. You may lose coverage retroactively to the date an unpaid premium was due (upon proper notice from our carrier) if you fail to pay your portion of the premium in a timely fashion. You may also choose to discontinue your insurance during your leave.

Section 8. Paid family leave may only be taken in full day or full week increments.

Section 9. Disability leave and paid family leave may not be used at the same time. You will not be entitled to paid family leave if your family leave, combined with disability benefits that you previously received, exceeds twenty six (26) weeks during the same fifty-two (52) consecutive calendar weeks.

Section 10. In accordance with state law, paid leave benefits are funded through payroll deductions at a prescribed amount from each eligible employee. Employees who are ineligible for paid family leave (see “Eligibility”) will file a waiver of benefits, exempting them from payroll deductions, as permitted by law.

Section 11. Employees are responsible to complete their information and submit Section 1 of the application to their Employer for completion of the payroll information. Once the payroll information is provided and the form is returned to the employee, the employee then has up to thirty (30) days to submit the application with the proper documentation / certification to the insurance carrier for processing.

## **ARTICLE 20 JURY DUTY**

Section 1. PUSH Buffalo believes in the civic responsibility of its employees and encourages this by allowing employees time off to serve jury duty when required.

Section 2. For time served on jury duty, PUSH Buffalo will pay employees the difference between their salary and any amount paid by the government, unless prohibited by law, up to a maximum of fifteen (15) days. If an employee is required to serve more than thirty (30) days of jury duty, the Employer will provide the employee with unpaid leave. Employees must provide the Employer with a copy of proof of service received by the court in which they serve.

Section 3. Employees should notify their supervisor within three (3) days of receipt of the jury summons. On a day or half-day an employee on jury duty is not required to serve, they will be expected to return to work.

**ARTICLE 21**  
**BEREAVEMENT (FUNERAL) LEAVE**

Section 1. Full-time, permanent employees are eligible for bereavement leave only after completion of the Introductory Period.

Section 2. Employees are entitled to take up to five (5) workdays with pay, per each occurrence (loss), to attend the funeral and take care of personal matters related to the death of a member of your immediate family; “immediate family” shall be defined in concordance with the **NYS Paid Family Leave (PFL)** definition of “Covered Family Members”.

Section 3. With your manager's approval, you may take up to three (3) full days with pay, per each occurrence to attend funerals of other relatives and friends. If you prefer, paid time off or a day of PTO may be used for this purpose instead.

Section 4. Pay for a funeral leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your PTO occurs on any of the days of absence, you may not receive holiday or PTO in addition to paid funeral leave.

Section 5. For hourly employees bereavement hours will not count towards hours worked for the purpose of computing overtime.

**ARTICLE 22**  
**NEW YORK STATE VOTING LEAVE**

Section 1. If an employee is registered to vote in New York State, they may request up to three (3) hours of time off to vote without loss of pay. Employees must apply for voting leave not less than two (2) working days prior to Election Day. The Employer may specify whether the paid time is at the beginning or end of the working day, unless an otherwise mutually agreed upon time is approved.

Section 2. The Employer agrees to abide by voting leave requirements.

**ARTICLE 23**  
**SENIORITY**

Section 1. Seniority shall mean the length of unbroken service of an employee covered by this Agreement beginning with their most recent date of hire by the Employer in any job title. In any instances where seniority is used in this Agreement and two (2) or more employees share the same date the last four (4) digits of each employee’s Social Security number will be considered as a whole number, with the employee having the lowest number being the most senior.



Section 2. During an employee's New Employee Introductory period they shall have full seniority rights except as limited by this Agreement. Following the completion of such period the employee shall have seniority from their date of last hire.

Section 3. Seniority shall be terminated only by:

- a.) resignation;
- b.) voluntary quit;
- c.) discharge for cause;
- d.) retirement;
- e.) layoff in excess of one (1) year;
- f.) refusal of recall from layoff;
- g.) failure to report within seven (7) calendar days, excluding holidays, after recall;
- h.) failure to return to work after expiration of a leave of absence; or
- i.) engaging in other employment while on leave of absence, except if the employee held two (2) jobs prior to the leave.

Section 4. An employee who terminates their employment and is rehired within one (1) year from the date of separation, shall receive their original seniority date.

## **ARTICLE 24 LAYOFF AND RECALL**

Section 1. No full-time employee will be laid off in a given job classification due to a force reduction until all temporary/contract employees in the same job classification have first been eliminated and per diem shifts have all been eliminated.

Section 2. Any employee who is laid off due to a force reduction will be first moved into any vacant position subject to qualification. If open positions are available, no bumping will occur. If all positions are filled and an employee is still to be laid off, the laid off employee may bump the least senior employee provided the employee seeking to bump has more seniority than the employee being bumped and the bumping employee has the skills and ability to do the job they are seeking. Once the employee bumps into a position, the layoff opportunity ends for that employee. Subsequent bumped employees will follow the language outline in this section.

Section 3. In the event of a recall in a job classification where employees have been laid off, PUSH Buffalo will recall employees in order of seniority, provided the employees to be recalled have the skill and ability to perform the work. A recalled employee will accrue job seniority during a layoff period for no more than one (1) year.

Section 4. When an Employee is reclassified from a temporary employee to a regular employee their seniority date shall be the date of last hire as a temporary employee and the time spent as a temporary employee shall be credited toward the new employee introductory period.

**ARTICLE 25**  
**TRANSFERS AND PROMOTIONS**

Section 1. PUSH Buffalo shall prioritize internal hires for its open positions. To encourage such hires:

- a.) positions shall be posted internally for five (5) business days prior to posting positions publicly, so that current employees can apply first;
- b.) current employment status must be considered a “positive” by the hiring supervisor and/or hiring committee;
- c.) in the case that multiple PUSH employees are the final contenders for a position, Seniority (as defined by Article 23 of this Agreement) will be the deciding factor if the candidates are equally qualified.

Section 2. PUSH Buffalo will make every effort to prioritize the promotion of current employees before posting outside of the bargaining. Qualified internal applicants, applying during the first five (5) business days after posting will be interviewed prior to external candidates and will be advised of the status of their candidacy at least every thirty (30) days or upon request. Employees that apply after the five (5) business day posting period will be given priority consideration over external candidates.

Section 3. Please note that current employees must be in good standing and meet the qualifications for any given position; however, Job Descriptions must NOT be written in such a way to exclude current staff, and employees’ potential to receive training or other certifications during the first few months of the position must also be considered in their favor.

Section 4. An employee with proper qualifications will be eligible for consideration for transfer to another department provided that the transfer does not occur within one year of the employee’s date of hire or within three (3) months of any previous transfer.

Section 5. Transfers for more than thirty (30) days will be considered permanent transfers.

**ARTICLE 26**  
**PERSONNEL RECORDS**

Section 1. Keeping personnel files up-to-date regarding pay, deductions, benefits and other matters is important. If there is a change in any of the following items, employees must notify their manager in writing as soon as possible:

- a.) Legal name;
- b.) Home address;
- c.) Home telephone number;
- d.) Person to call in case of emergency;
- e.) Number of dependents;

- f.) Marital status;
- g.) Change of beneficiary;
- h.) Driving record or status of driver's license, if you operate any Company vehicles;
- i.) Military or draft status; and
- j.) Exemptions on your W-4 tax form.

Section 2. Since PUSH Buffalo refers to employee personnel files when we need to make decisions in connection with promotions, transfers, layoffs and recalls, it's to an employees benefit to be sure the personnel file includes information about completion of educational or training courses, outside civic activities and areas of interest and skills that may not be part of your current position here.

Section 3. Employees may make an appointment with their Manager to review the employee's personnel file. Employees may request and will receive a copy of any document in their personnel file, subject to the redaction of another employee's confidential information.

Section 4. All medical records, including those records related to disability and accommodations, if any, will be kept in a separate confidential file.

## **ARTICLE 27 PERFORMANCE REVIEWS**

PUSH Buffalo wants to help their employees to succeed in their jobs and to grow. In an effort to support this growth and success, the Employer has an annual review process for providing formal performance feedback. Employees in the bargaining unit will receive annual performance feedback as part of a standardized/organizational process.

## **ARTICLE 28 PROGRESSIVE DISCIPLINE**

Section 1. Absent compelling circumstances warranting a deviation from the process outlined below, PUSH Buffalo shall follow these steps in disciplining an employee, in the order that follows:

- a.) Verbal Correction: An employee will be notified verbally that their action is outside of their job description and/or against PUSH policies and practices. Such verbal correction may be documented in writing to reflect this correction. The employee will be given a copy of any such document.
- b.) Coaching Note: An employee will be notified verbally, and in writing that their action is outside of their job description and/or against PUSH policies and practices, and that a written warning may result if behavior continues.
- c.) Written Warning: An employee will receive a written warning that their action is

outside of their job description and/or against PUSH policies and practices, and that a Performance Improvement Plan may result of behavior continues.

- d.) Performance Improvement Plan: An employee will be notified that the PIP process has been triggered.

Section 2. Standardized “Coaching,” “Written Warning” & “Performance Improvement Plan” Documents: The attached standardized documents shall be used for written Coaching, Written Warnings and Performance Improvement Plans and shall be shared with the Union. Such forms shall be used whenever employees are given a Coaching, Written Warnings or Performance Improvement Plan.

Section 3. Employees shall be notified in advance of a meeting at which PUSH Buffalo intends to present such a document and Employee shall have a right to have a Union representative present at such a meeting.

Section 4. A verbal correction on a specific infraction will precede the coaching note on the same infraction, absent compelling circumstances warranting deviation from the process. A verbal correction on a different infraction is insufficient cause to write a coaching note on an infraction of a different nature.

Additionally, an employee’s verbal correction and coaching notes must be resolved on the employee’s record after the length of six (6) months from the infraction and will no longer be considered active (ie, cannot be counted toward the two notes or warnings that will trigger the next step of discipline; unless further corrective action is necessary based on an infraction of a similar nature.)

An employee’s written warning must be resolved on the employee's record after the length of one (1) year from the infraction and will no longer be considered active (ie, cannot be counted toward the next step of discipline.) A Performance Improvement Plan will be resolved in the employee’s record after one (1) year from the completion date of the Plan and will no longer be considered active and cannot be counted toward further progressive discipline.

## **ARTICLE 29 EMPLOYMENT TERMINATION/RESIGNATION**

Section 1. Employees will give at least two (2) weeks’ notice in the event they intend to terminate employment.

Section 2. Up to eighty (80) hours of PTO time will be paid at the time of employment separation if an employee voluntarily resigns and if a two (2) week notice is given and worked

**ARTICLE 30  
BARGAINING UNIT WORK**

Section 1. Non-bargaining unit personnel will not perform bargaining unit work if such performance will cause layoffs from employment with the Employer, part-timing of present employees, any reduction in regular hours of work or any reduction in the size of the bargaining unit.

Section 2. The Employer will not convert any bargaining unit job title to a non-bargaining unit position where a current bargaining unit member is performing the work, a bargaining unit member can be hired to perform the same job, or the work is work that only a bargaining unit member has performed in the past.

**ARTICLE 31  
CONTRACTING OUT WORK**

Section 1. The Employer will not contract out bargaining unit work if such contracting out will cause layoffs from employment with the Employer, part-timing of present employees, any reduction in regular hours of work or any reduction in the size of the bargaining unit.

Section 2. The Employer will not use independent contractors and/or agency employees, to permanently fill vacant positions in the bargaining unit. While such persons are in use the Employer will actively recruit to fill the position.

**ARTICLE 32  
MANAGEMENT RIGHTS**

Except as expressly limited by the provisions of this Agreement, PUSH Buffalo retains the right to manage PUSH Buffalo, including, the right to determine the mission, purposes, objectives and policies of PUSH Buffalo; to determine facilities, programs, services, methods, means and number of personnel for the conduct of PUSH Buffalo's programs including the selection, recruitment, hiring, performance evaluation, training, retention, promotion, assignment or transfer of employees; to direct, deploy and utilize the workforce; to establish schedules; to establish specifications for each class of positions, and to classify and to allocate new positions; to establish or change and to enforce rules for the conduct of employees, and to discipline or discharge employees for just cause.

### **ARTICLE 33 WORK INTERRUPTIONS**

The parties agree, while the contract is in effect, there will be no strikes, lockouts, work stoppages, picketing, concerted refusal to work overtime, slow downs, secondary boycotts, or disruptions of work. The Union guarantees to support PUSH Buffalo fully in maintaining operations and shall undertake all reasonable means to prevent work interruptions described in the Section. Neither party shall be obligated to enter into dispute bargaining or federal mediation while any work interruptions are in progress.

### **ARTICLE 34 HYBRID WORK**

Section 1. Hybrid work means working from an assigned on-site work location for a minimum number of days during a work week and from an off-site location for the remaining workdays of the week on a regular basis. While working from an off-site location, covered employees are subject to the same work rules as when working on site, and are expected to work the same general hours that they were originally hired to work, and to perform their responsibilities as they otherwise would at a work location.

This policy should not be used to encourage sick employees to work remotely. Sick days and work days must remain distinct and separate.

Section 2. The parties acknowledge that hybrid work arrangement(s) can create advantages for both the organization and its employees. Such advantages include increased productivity and performance, relief of continuing health concerns, enhanced employee recruitment and retention, environmental sustainability, greater work-life balance, and increased job satisfaction. The Employer offers flexibility to eligible employees to work hybrid without compromising work performance, productivity or the collaborative nature of our community-based mission.

Due to the diverse duties of each department, each position will be subject to its own hybrid-work eligibility review upon hire. Each employee will be free to request consideration, if not already agreed upon, for a hybrid work schedule, subject to this policy and supervisor review and approval.

Section 3. Employees eligible for hybrid work must be:

- a.) In good standing;
- b.) Hired in a position whose job duties and responsibilities are suitable for a hybrid work arrangement, based on the job description most recently provided to and signed by said employee; and
- c.) the ability to work independently and does not require close supervision.

Section 4. This policy does not apply to requests for, or management of, leave of absences or workplace accommodation(s) under the Americans with Disabilities Act (ADA), FMLA, NYPFL, NYDBL, Workers' Compensation, or under any other applicable federal, state, or local law or regulation. PUSH will continue to accommodate employee use of PTO, intermittent leaves under applicable law and accommodations of disabilities to the extent they are already in place. Any such requests are processed under the applicable law.

### **ARTICLE 35 SUCCESSORSHIP**

This Agreement shall be binding upon the parties hereto, their successors and assigns. As used herein, "successor" and "assign" shall mean any entity which, at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires PUSH Buffalo, or to which PUSH Buffalo sells all or substantially all of the assets of PUSH Buffalo. PUSH Buffalo will give notice to such entity of the existence of, and operations covered by this Agreement. PUSH Buffalo agrees not to merge or otherwise become acquired by or to sell all or substantially all of its assets, without expressly providing in any agreement related thereto that the purchaser or assignee shall be bound by all of the obligations encompassed by this Agreement.

### **ARTICLE 36 SAVINGS CLAUSE**

In the event a court of competent jurisdiction finds that a federal or state law, rule, or regulation, or Executive Order conflicts with the provisions of the Agreements, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreements shall continue in full force and effect and the parties will meet to negotiate regarding that portion(s) of the Agreement(s) which has been held invalid.

### **ARTICLE 37 UNION MEMBERSHIP**

Section 1. Each employee who is a member of the Union on the execution date of this Agreement shall remain a member thereof as a condition of their continued employment. Each employee hired on or after the date of this Agreement may elect to join the Union, not later than the thirty-first (31<sup>st</sup>) consecutive day following their date of hire.

Section 2. An employee hired after the date of this Agreement not wishing to join the Union shall be required to pay to the Union an agency fee equal to the amount of Union dues as a condition of their continued employment. An employee of the Employer prior to the signing of this Agreement, may elect not to join the Union and shall be required to pay an agency fee as a condition of employment

## **ARTICLE 38 DUES DEDUCTION**

Section 1. The Employer agrees to make deductions of Union membership dues or agency fees, hereinafter referenced to as “dues or fees,” each payroll period and initiation fees from the pay of an employee, upon receipt of a dues or fees deduction authorization card, signed by such employee, and to pay to the Union the amounts thus deducted no later than ten (10) days after the end of the preceding month during which deductions were made. Dues or fees deductions will begin as soon as possible after receipt of the signed authorization card in accordance with the Employer’s normal payroll procedures. The request for dues or fees deduction may be revoked by the employee at any time upon their written request to the Employer.

Section 2. The Employer agrees to make payroll deductions of Union dues and one (1) initiation fee or agency fees when authorized to do so by the employee on the appropriate form in an amount certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted. Changes in the amount of the initiation fee, dues and agency fees will be certified to the Employer thirty (30) calendar days prior to the effective date of the change.

Section 3. The Employer agrees to furnish the Union the following information about each employee covered by these Agreement on a monthly basis in a manner agreeable to both the Employer and Union including but not limited to: payroll/employee number, name, sex, category of employee, Union Local number, authorized dues or fees deduction, department code, title code, hourly rate, seniority date, residence address (including zip code), birth date, amount of dues deducted, amount of initiation fees deducted by the Employer in a prior month. The following information will also be provided: employer name, mailing address, contact person and telephone number, dues month and year and dues deduction frequency [bi-weekly].

The information listed above will be taken from Employers’ records and will be sent to the Union electronically with the dues and fees collected no later than ten (10) days after the end of the preceding month during which deductions were made.

Section 4. The Employers assume no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this article.





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**Payroll Deduction Authorization**

**Union Dues or Equivalent**

Employees Name (Last, First, Middle Initial) \_\_\_\_\_

Employees ID Number \_\_\_\_\_

Social Security Number \_\_\_\_\_

Union: CWA      Local Number: 1122

I, hereby authorize PUSH Buffalo to deduct from my wages, sickness disability payment or vacation payments, regular Union membership dues or an amount equal to such dues.

If for any reason PUSH Buffalo fails or is unable to make such deductions, I authorize PUSH Buffalo make such deductions in a subsequent payroll period.

The amount equal to regular Union membership dues shall be that which is certified to PUSH Buffalo by the Union and shall be automatically adjusted if such certified amount is changed or in the event bargaining unit or job changes.

This authorization shall remain in effect while I am employed by PUSH Buffalo in a bargaining unit job unless canceled by me in writing.

In addition, I authorize PUSH Buffalo to deduct from my wages or other payments an amount certified by the Union in payment of my Union initiation fee of \$5.00.

I understand that amounts deducted in accordance with this authorization are not tax deductible as charitable contributions for Federal Income Tax purposes.

Date: \_\_\_\_\_  
(Month, Date, Year)

Employee Signature: \_\_\_\_\_

Return this sheet to your Chief or Job Steward or to:  
CWA Local 1122  
3775 Genesee Street  
Buffalo, NY 14225

**UAW 55-91**

**ARTICLE 39**  
**LABOR-MANAGEMENT MEETINGS (LM)**

Section 1. In order for the Union and PUSH Buffalo to maintain open lines of communication and a functional work relationship, a minimum of four (4) LM meetings should be scheduled throughout the calendar year between the parties.

Section 2. At such meetings, necessary items will be discussed based on an agenda established prior to said meetings. The Union and PUSH Buffalo shall each designate a representative to confer in advance to set an agenda for each meeting.

Section 3. Meetings shall generally be held on the following schedule:

- a.) January (this meeting will include items related to the annual PUSH budget);
- b.) April (this meeting may include presentation of the PUSH Buffalo budget);
- c.) July (this meeting shall include presentation of any mid-year adjustments to the PUSH Buffalo budget); and
- d.) October.

Section 4. Each of these meetings shall be allocated ninety (90) minutes. Each Party will have equal time to present their pre-selected agenda items.

Section 5. Official notes of these meetings shall be kept, and shared by the designated note taker within fifteen (15) days of the meeting for review and edits. Finalized notes shall be approved within thirty (30) days of the meeting. The Parties shall share the responsibility for note taking by alternating this duty from one meeting to the next.

Section 6. These four (4) established meetings are not meant to prevent additional meetings from being scheduled between the parties to conduct necessary business.

**ARTICLE 40**  
**BULLETIN BOARDS**

The Employer shall provide one (1) bulletin board at each of the principal work locations where members of the bargaining unit work, for the purpose of posting union documents.

**ARTICLE 41**  
**WORK/LIFE BALANCE**

Section 1. PUSH Buffalo recognizes the benefits and shared responsibility in sustaining a healthy work-life balance for employees in order to uphold its stated values of advancing, racial, and economic justice.

Section 2. Employees who believe their workload is disruptive to their work-life balance should discuss this with their direct supervisors to assess what resources and/or trainings can be made available to said employee.

Section 3. In the event that this discussion does not lead to the necessary shifts to readjust the employee's work-life balance, the employee is encouraged to reach out to Human Resources for Workload Analysis and or discuss support options.

## **ARTICLE 42 RELOCATION**

Employees, who in the judgment of PUSH Buffalo, are required to relocate their residences shall receive a one-time moving stipend of \$5,000.00 if the relocation is for a distance of 1000 miles or greater. Such stipend will be spent on moving costs associated to the relocation of said employee and at their discretion.

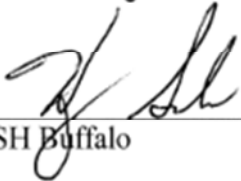
If the relocation is less than 1000 miles, the stipend shall be \$2,000. Said employee may also receive up to an \$3,000 of actual moving expenses incurred, with receipts for all expenses incurred, for approval of reimbursement by PUSH Buffalo.

**ARTICLE 43  
DURATION**

This contract between the Communications Workers of America, AFL-CIO (hereinafter referred to as the Union) and PUSH Buffalo (the Employer) will remain in effect for two (2) years from the date of ratification, expiring the last day of the final month within this time frame. (Example: February 1, 2023 through January 31, 2025).

Each party agrees to give the other sixty (60) days' notice of its intent to bargain a successor agreement.

Dated: August 9, 2023

  
\_\_\_\_\_  
PUSH Buffalo

  
\_\_\_\_\_  
Communications Workers of America, AFL-CIO

**ARTICLE 44  
WAGES**

Section 1.

- a.) This new base scale for employees covered by this Agreement shall be effective upon ratification:

	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years
<b>Hire Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
\$21.00	\$21.44	\$21.87	\$22.31	\$22.76	\$23.22	\$23.68	\$24.15	\$24.63	\$25.12	\$25.62

- b.) This schedule will be effective the first full pay period in January, 2024 and reflects a two percent (2%) general wage increase

	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years
<b>Hire Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
\$21.44	\$21.87	\$22.31	\$22.76	\$23.22	\$23.68	\$24.15	\$24.63	\$25.12	\$25.62	\$26.13

Section 2. Progression through the steps of the wage scale will be automatic and will become effective on the first day of the pay period following the completion of the time requirement. All employees shall progress through the steps of the salary scale according to the following time requirements as noted below

Hire Rate	
Step 1	One (1) year;
Step 2	Two (2) years;
Step 3	Three (3) years;
Step 4	Four (4) years;
Step 5	Five (5) years;
Step 6	Six (6) years;
Step 7	Seven (7) years;
Step 8	Eight (8) years;
Step 9	Nine (9) years;
Step 10	Ten (10) years.

Section 3. Should any employee's position be changed, they shall at least maintain their current pay rate and may be placed in a higher grade up to Step 6 of the wage scale based on experience and qualifications. Such employee shall maintain their previous anniversary date and shall move to the next step based on that date.

Section 4. For the purpose of determining a hire rate for new employees, the Employer shall credit employees with prior experience and qualifications up to Step 6 of the wage scale.

Section 5. If an error has been made, all necessary steps will be taken to correct the problem within forty-eight (48) hours.

Section 6. All current employees will be placed on the wage scale based on their years of service. No employee will receive less than a four percent (4%) wage increase effective January 1, 2023. If an employee remains above scale on January 1, 2024, that employee will receive a three percent (3%) increase in their base rate of pay.

Section 7. Job titles covered by this article will be:

Base Building Organizer  
Climate Justice Organizer  
Community Development Project Manager  
Communication Manager  
Community Energy Advisor  
Cooperative Development Specialist  
Equitable Development Planner  
GNSC Program Coordinator  
GNSC Site Coordinator  
Healthy Homes Coordinator  
Housing Justice Organizer  
Maintenance Technician  
Policy Coordinator  
Policy Specialist  
Assistant Property Manager  
Street Team Coordinator  
Sustainability Campaign Coordinator  
Sustainable Landscape Coordinator  
Sustainable Landscaper  
Tenant Advocate  
Web Developer and Interaction Design Specialist  
Workforce Assistant  
Workforce Coordinator

## **MEMORANDUM OF UNDERSTANDING #1 LAYOFF**

This Agreement is reached between PUSH Buffalo hereinafter referred to as the Employer and the Communications Workers of America, AFL-CIO hereinafter referred to as the Union regarding the layoff of Melissa Swiatek-Oden, Sustainable Landscape Coordinator and Lauren Pawlowski, Sustainable Landscape Coordinator.

1. The layoff will become effective November 20, 2022 with the last day of work being November 18, 2022.

2. The rehire date for the laid-off employees will be April 17, 2023. If there are planning meetings required for the Sustainable Landscape Coordinators to participate in prior to the resumption of field work, both employees are willing to return to work prior to April 17, 2023 return to work date.
3. Paid Time Off should be paid in a separate check and taxed as wages at the time of layoff.
4. The Employer will notify such laid off employees of their entitlement to COBRA coverage for health insurance, throughout the period of layoff. The laid-off employees will return to the contractually provided medical benefit upon their return from layoff.

Agreed to January 10, 2023:

  
\_\_\_\_\_  
PUSH Buffalo

  
\_\_\_\_\_  
Communications Workers of America, AFL-CIO