

TENTATIVE AGREEMENT — November 16, 2018

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ERIE COUNTY WATER AUTHORITY

AND

**Brotherhood of Western New York Water Workers, AMERICAN FEDERATION OF
LABOR
AND CONGRESS OF INDUSTRIAL ORGANIZATIONS**

EFFECTIVE APRIL 1, 2017 THROUGH MARCH 31, 2024

AGREEMENT

between

ERIE COUNTY WATER AUTHORITY

and

**Brotherhood of Western New York Water Workers, AMERICAN FEDERATION OF
LABOR
AND CONGRESS OF INDUSTRIAL ORGANIZATIONS**

DATED: December 13, 2018

LEGISLATIVE REVIEW

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE BOARD OF COMMISSIONERS OF THE ERIE COUNTY WATER AUTHORITY HAS GIVEN APPROVAL.

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AGREEMENT

AGREEMENT made this 13th day of December, 2018, by and between the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation of the State of New York, having an office for the transaction of business at 295 Main Street, Room 350, Buffalo, New York 14203, hereinafter called the "Authority", and **BROTHERHOOD OF WESTERN NEW YORK WATER WORKERS, AFL-CIO**, having an office for the transaction of business at PO Box 701, Buffalo, NY14240-0701, hereinafter called the "Union".

WITNESSETH:

WHEREAS, The New York State Labor Relations Board, by decision in Case No. C-6400, dated November 15, 2016, found and determined that certain of the Authority's hourly-rated production and maintenance employees constitute a unit appropriate for the purpose of collective bargaining; and

WHEREAS, The majority of said employees have indicated, in secret elections conducted by the said Board, their desire to be represented by the Brotherhood of Western New York Water Workers, and the said Board having duly certified said Union as the exclusive Representative of such employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment; and

WHEREAS, The parties hereto are governed by mutual desires:

A. To reach agreement with respect to any proposals made by either of the parties hereto and on any subject or matter relating to rates of pay, wages, hours of employment and other conditions of employment not removed by law from the area of collective bargaining.

B. To provide the Authority's employees with wages, hours, working conditions and grievance procedures as good as are reasonably possible.

C. To protect the interest of the public through a definite understanding of the representative rights, duties, privileges, responsibilities and obligations of the Authority, its employees and the Union.

IT IS, In consideration of the premises and the mutual agreements and promises hereinafter contained, agreed as follows:

ARTICLE I - SCOPE OF AGREEMENT

Sec. 1

This Agreement shall apply to the employees of the Authority, in said appropriate bargaining unit, having the classifications and job titles as set forth in said decision of the New York State Labor Relations Board (Decision No. C-6400).

Sec. 2

The inclusion or exclusion from the bargaining unit of new hourly-rated production and maintenance positions hereinafter established by the Authority shall be determined by agreement of the parties hereto, and if unable to agree thereupon, by the New York State Public Employment Relations Board upon appropriate application of either of the parties hereto.

Sec. 3

All office, professional and supervisory employees, engineers, executives, Chemist and Chief Water Treatment Plant Operator, Senior Water Treatment Operator, Assistant Crew Chief(s) (all departments), Crew Chief(s) (all departments), Senior Dispatcher, Senior Stores Clerk, Senior Meter Service Worker, General Crew Chief, and Automotive Mechanic Crew Chief are excluded from said bargaining unit.

Sec. 4

Any employee of the Authority, who is or becomes a member of the Union and who shall be appointed through promotion or otherwise to a permanent status, will be excluded from said bargaining unit and shall therefore cease to be a member of the Union after completion of the probationary period.

ARTICLE II - RECOGNITION

Sec. 1

The Authority hereby and herewith recognizes the Union as the sole and exclusive bargaining agent on behalf of all employees of the Authority listed on Schedule "A" hereof in respect to rates of pay, wages, hours of employment and other conditions of employment and grants unchallenged representative status in the above-described unit for the maximum period permitted by Law.

Sec. 2

The Union recognizes the Authority is a public benefit corporation existing by virtue of statutory enactments which define and set forth its duties and responsibilities; that in the operation of its plant and properties, the Authority is and will be performing an essential governmental function for the benefit of the public, their health, welfare and prosperity and that, therefore, the efficient, economical and continuous operation of its plant and service is of prime public interest.

Sec. 3

The Authority agrees to negotiate in the manner provided herein with accredited representatives of the Union as chosen by its members, for the purpose of determining any disputes or differences which may arise respecting rates of pay, wages, hours of employment and other conditions of employment, and will attempt to adjust any grievances which may exist or arise in the future through the orderly process and procedures provided for in Article IV hereof.

When a new position within the Authority is created that falls within the bargaining unit, the Authority will negotiate the wages of such new position with the Union, but not the job qualifications.

Sec. 4

The Authority agrees that there shall be no discrimination, interference, restraint or coercion by the Authority or any of its agents or servants on behalf of or against any of its employees because of membership in the Union.

Sec. 5

The Union agrees that it will not interfere with, coerce or intimidate any employee into joining the Union. The Union recognizes that no employee is required to join the Union, but that every employee has the right to choose of his/her own free will as to whether or not he/she will or will not join the Union. The Union further agrees that there will be no interference with the free right of any employee of the Authority to enter and leave its operating plant and property unmolested.

Sec. 6

The Union further agrees that Union activities will not be carried on in the Authority's operating plant or properties on the Authority's time or in such manner as to interfere with the efficient operation of the Authority, except as provided for in this agreement.

The Authority shall make available for the Union's exclusive use and business, a bulletin board at each of the following locations: Van de Water, Sturgeon Point and the Service Center. The Authority further agrees to provide space for two (2) secured filing cabinets at the Service Center location to the Union for their files.

Sec. 7

The Union further recognizes the status of the Authority's employees as "public employees" and the provisions of law applicable thereto which prohibit strikes, failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in conditions or compensation or the rights, privileges or obligations of employment.

The Union further recognizes that any public employee who engages in said acts prescribed by law thereby abandons and terminates his/her employment and that his/her reappointment or re-employment by the Authority may be made only subject to the conditions imposed by Article XIV of the Civil Service Law.

No lock-out of employees shall be instituted by the Authority during the term of this Agreement.

Sec. 8

The Union fully accepts the Authority's basic right and responsibility to manage its operating plant and property and to exercise the management prerogatives stated in Article III hereof and in the law creating the Authority.

ARTICLE III - MANAGEMENT

Without limitations upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Authority shall have the unquestioned right to exercise all normally accepted management prerogatives subject to the grievance procedure hereinafter provided, including:

A. Subject to the provisions of the Civil Service Law of the State of New York and the Rules for the Classified Civil Service of the County of Erie to appoint such employees as it may require for the performance of its duties, fix and determine their qualifications, duties, job titles and compensation, to suspend, discharge, discipline, promote, demote or transfer or release employees because of lack of work or for other proper and legitimate reasons.

B. The right to fix operating and personnel schedules, determine workloads, arrange transfers, order new work assignments and issue any other order or directive intended to carry out the managerial responsibilities and duties imposed upon the Authority by Law.

ARTICLE IV - GRIEVANCE AND ADJUSTMENT PROCEDURE

Sec. 1 **Definitions**

A. The term "grievance" shall mean and be limited to any difference or dispute between the parties hereto as to the meaning, application or operation of this Agreement.

B. As used herein, the term "employee" means an employee or group of employees within the bargaining unit.

C. As used herein, the term "day" means work day and not calendar day.

Sec. 2

The Union shall be represented by a grievance committee consisting of seven (7) members, and in addition thereto, one steward on each shift at each manned facility.

Any one member of the grievance committee shall be permitted to investigate and process a grievance. He or she shall advise his or her immediate supervisor of the nature of the grievance and where he or she can be reached during his or her investigation. Not more than five (5) members of the grievance committee shall be permitted to process a grievance at Step 3 and the arbitration step.

The duly accredited representative of the Union, including its Attorney and/or legal representative, shall be permitted access to the Authority's facilities during working hours with prior notification to the Director of Human Resources for the purpose of investigating circumstances concerning alleged grievances and the administration of this Agreement.

Sec. 3

It is the understanding of the parties hereto that grievances shall be processed and determined with reasonable dispatch. To assure prompt presentation and determination, grievances must be initially presented by a grievant within seven (7) working days or such additional period of time as may be mutually agreed upon by the parties.

In the event that the grievant is on vacation or otherwise absent from work at the time the alleged grievance occurs, the seven (7) working days' period shall not commence until he/she knows (learns) or should have known (learned of) the fact situation giving rise to the grievance.

Sec. 4

If an employee shall claim to have a grievance, the following procedure shall be followed in an effort to settle the same:

STEP 1 - The union steward, with or without the employee, shall take up the grievance with the employee's immediate supervisor and shall attempt to settle the matter. The supervisor shall have two (2) working days to answer the grievance orally.

If the alleged grievance is not settled within two (2) working days, the foreman, steward or chief steward and the aggrieved employee shall submit the alleged grievance orally to their department head who shall have one (1) working day to answer orally.

STEP 2 - If the grievance has not been settled, it shall be presented in writing by the chief steward to the department head within three (3) working days. The department head shall submit an answer in writing to the chief steward within three (3) working days.

The written grievance shall contain a factual statement of the circumstances which resulted in the grievance and the particular provision(s) of the Agreement which grievant alleges have been violated.

STEP 3 - If the alleged grievance is not resolved in Step 2, a written notice requesting a review shall be filed within five (5) working days after the response from the department head is due, with the Director of Human Resources, together with one (1) copy of all previous proceedings. Within seven (7) working days, the Authority shall give notice, in writing, to the President of the Union and the Union's attorney, designating a time and place for a meeting; the date of which meeting shall be no later than fifteen (15) working days from the date of such notice, unless extended by the parties.

Either party may call witnesses who are employees, and their attendance shall be limited to the time required for their testimony. In cases where a witness is scheduled to work he or she will be released from their assignment to testify.

The Director of Human Resources or designee shall conduct the meeting, and if the grievance is not resolved, will make a determination, in writing, within fifteen (15) working days or such additional period of time as may be mutually agreed upon by the parties. A copy of such determination shall be mailed to the Union President and the Union's attorney when the attorney has been involved in the grievance process.

If the grievance is settled at Step 3, a written statement outlining the items of settlement shall be prepared and signed by both parties to the Agreement.

STEP 4 - Should the grievance fail to be resolved as outlined in Step 3, either of the parties, within thirty (30) working days after the reply of the Authority is received, may, by written notice to the other party, request arbitration. The parties may avail themselves of the services of the Federal Mediation and Conciliation Service to provide a panel of five arbitrators.

The arbitration proceedings shall be conducted by an arbitrator selected within seven (7) working days after notice has been given. The method of selection shall be that the party requesting arbitration shall strike one (1) name of the five (5) submitted, and the other party shall then strike one (1) name, this procedure shall be repeated until one (1) arbitrator remains.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the hearing is concluded. The parties will share the cost of the arbitrator equally. The arbitrator is prohibited from adding to, subtracting from, or modifying the terms of the Collective Bargaining Agreement.

A mutually selected list of arbitrators may be substituted for the Federal Mediation and Conciliation Service as described in this section and such terms and procedures will be set forth in a separate Memorandum of Agreement.

Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made provided it pays for the record and makes a copy of the record available without charge to the other party and to the arbitrator.

The parties agree that disciplinary proceedings are not subject to the grievance procedure.

Sec. 5 Matters Relevant to Grievance Procedure

(a) Time limits set forth shall be of the essence unless mutually extended in writing by the parties.

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

(c) In the case of a policy or organization type grievance, the grievance may be submitted directly to Step 3 of the grievance procedure.

(d) Notice with respect to all above grievance procedures must be presented in writing.

Electronic presentation will not be accepted.

Sec. 6

Should any person be aggrieved by the determination provided for in this Article, application may be made for a judicial review as provided by Law.

Sec. 7

The provisions of this Disciplinary Procedure shall be the sole and exclusive procedure for review of disciplinary action taken against bargaining unit employees. This procedure shall take the place of and constitute a waiver of any and all rights that each bargaining unit employee has or may have under sections 75 and 76 of the Civil Service Law and any other statutory, regulatory, or constitutionally required protections to the extent permitted by law.

Any employee that is disciplined up to and including a written warning for cause shall have the right to seek review of the discipline or discharge under steps 1 to 3 of the grievance procedure set forth in Article IV, section 4. Any employee that is disciplined in excess of a written warning shall have the right to seek review of the discipline or discharge under steps 1 to 4 of the grievance and arbitration procedure set forth in Article IV, section 4. Written notice of discipline or discharge shall be provided to the employee.

This section does not apply to any new hire probationary employees or any other employees not having seniority within the bargaining unit.

ARTICLE V - CHECK-OFF AND AUTHORIZATION THEREOF

Sec. 1

Upon receipt from an employee of his or her written authorization upon the form hereinafter provided, the Authority will deduct from the wages or salary of its employees, such amounts for membership dues as such employee may specify with respect to his or her membership in the Brotherhood of Western New York Water Workers, AFL-CIO, on behalf of said employees. Such deductions shall be made from the last weekly payroll in each calendar month.

Any such written authorization may be withdrawn at any time by such employee by mailing by registered mail a written notice of such withdrawal to the Authority's Comptroller and to the Secretary-Treasurer of the Union.

Withdrawal of said authorization must be received by the Authority prior to the 15th of the month to be effective in that calendar month. Withdrawal of said authorization received by the Authority on or after the 15th day of the month will not become effective until the following calendar month. The above time periods will govern the cessation of dues check-off for persons promoted out of the bargaining unit.

If member's dues are inadvertently not deducted, requiring a double deduction in the following month, then the Authority will arrange to make his or her double deduction during two different payroll periods.

Sec. 2 Form of Payroll Deduction Authorization

Date

To: Erie County Water Authority

I hereby assign to the Brotherhood of Western New York Water Workers, AFL-CIO, to deduct from my wages each month current union dues:

I hereby authorize and direct the deductions of the aforesaid certified amount from my pay and the transmission of the same to the treasurer of the Brotherhood of Western New York Water Workers, AFL-CIO, until such time as I shall revoke this authorization and assignment in writing by mailing by registered mail a written notice of such withdrawal to the Authority's Comptroller and to the Secretary-Treasurer of the Union.

Signature

Sec. 3

The Union shall have the right to check-off dues after thirty (30) days for provisional, probationary or trainee, but will not have the right to represent these employees for termination of their employment at the end of their provisional, probationary or trainee period.

ARTICLE VI - HOURS OF WORK

Sec. 1 Payroll Week

For the purpose of the payment of wages and the determination of overtime work, a payroll week shall consist of seven (7) consecutive days beginning at 12:01 a.m. Monday and continuing until midnight the following Sunday.

Sec. 2 Work Week

a. For non-shift employees, a work week shall consist of forty (40) hours, five (5) consecutive days of eight (8) hours each, Monday to Friday inclusive. Saturdays and Sundays shall be considered days off.

Line Maintenance employees will work from 7:30 a.m. to 3:30 p.m. from Labor Day through April 30th. From May 1st through Labor Day, the hours of work in Line Maintenance will be 7:00 a.m. to 3:00 p.m. Meter shop workers will either work from 8:00 a.m. to 4:00 p.m. or 11:00 a.m. to 7:00 p.m. No more than three (3) Meter Service Workers will be assigned to an 11:00 a.m. start time. All employees will receive a one half-hour paid lunch break during their scheduled hours of work.

b. For shift employees, a work week shall consist of forty (40) hours, five (5) days of eight (8) hours each, within a payroll week, which will necessarily include Saturdays, Sundays and holidays. An employee's first day off shall be considered his or her Saturday and his or her second day off as his or her Sunday.

The starting and ending time for shift operations shall be:

First Shift: 11:30 p.m. to 7:30 a.m.

Second Shift: 7:30 a.m. to 3:30 p.m.

Third Shift: 3:30 p.m. to 11:30 p.m.

The eight (8) hour shift will include a one half-hour paid meal break.

In the event the Authority deems necessary any change in the work week or shift assignment, the employee will be notified in writing, with a copy forwarded to the Union Secretary, within seven (7) calendar days, except for Relief Operators, who will be orally notified within twenty-four (24) hours, in advance of the proposed change.

c. Shift Differential

An employee working a regularly scheduled shift which begins between 3:30 p.m. and 6:00 a.m., shall be paid one dollar (\$1.00) an hour in addition to his or her straight-time rate for all time worked on such shifts.

An employee working a 7:30 a.m. to 3:30 p.m. scheduled shift shall be paid one dollar (\$1.00) an hour in addition to his or her straight-time rate for all time worked on Saturday or Sunday.

d. Relief Operator Assignment Differential

For hours worked not to exceed eight (8) hours per day or forty (40) hours per week, the relief operator shall be paid forty-five (45) cents per hour in addition to his or her straight-time rate.

e. Hours worked within the provision of this section are considered straight-time hours. Hours worked outside of these provisions are considered overtime hours.

f. Punching time clock - see Appendix "A".

Sec. 3 Payment for Overtime

Every effort will be made by employees to perform their duties within their regularly scheduled hours of work.

Overtime work shall be performed only in cases of emergency and when authorized by an employee's immediate supervisor or department head. No payment shall be made for overtime work unless such payment is authorized in writing.

At the direction of the General Crew Chief, a work crew engaged in an assignment will complete the assignment even if overtime work is required, unless a member of the crew notifies the Crew Chief prior to one (1) hour before the end of the shift of his/her unavailability to work overtime on that day.

The following hours of work, when authorized as aforesaid, are overtime hours and shall be paid for at one and one-half (1-1/2) times the hourly rate:

a. All hours worked over eight (8) hours in one day and over forty (40) hours in any one week. There shall be no duplication of overtime for the same hours worked.

b. All hours worked by an employee on his or her normal day off, provided that such employee shall have worked his or her regular days or received leaves of absence with pay (as provided in Article VIII hereof) during a work week aggregating a total of forty (40) hours.

c. When overtime is required and authorized, the Authority shall endeavor to equitably distribute such overtime work among qualified employees within the job classification in which the overtime is worked.

d. There will be only one (1) official roster for each classification and all hours will be accounted for on this roster. The authorized roster will be posted at the location where the employees in the classification concerned can readily find and read it.

e. An employee who has worked fifteen (15) or more consecutive hours in any twenty-four (24) hour period will cease to be eligible to be called for overtime until such time as he or she has been off work for five (5) hours. Nothing in this clause shall be construed as prohibiting the employee from continuing to work on a straight-time assignment until that assignment is complete. Except in an emergency, no employee will work more than nineteen (19) hours of overtime in a twenty-four (24) hour period.

f. Any employee who may be required to work more than two (2) hours beyond their regular shift shall be allowed a half (1/2) hour paid lunch period. Paid lunch breaks are to be taken during the overtime period and not immediately before punching out. This provision does not apply to shift workers when a double shift or eight (8) hours of overtime are worked immediately following the regularly scheduled shift.

g. An employee who is called to return to work for emergency duty, outside of his regularly scheduled work shift, shall be guaranteed pay for a minimum of four (4) hours work. This section is not effective for additional time worked either at the beginning or end of each shift.

h. Employees absent from a scheduled shift due to sick leave shall not be eligible to

work overtime until sixteen (16) hours after their regularly scheduled shift.

Sec. 4 Holiday Pay

- a. All employees shall receive Holiday Pay — eight (8) hours pay at the employee's current straight time rate — for the following holidays, even though not worked:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day

Veteran's Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
One-half (1/2) day the last scheduled
work day before New Year's Day

In order to receive Holiday Pay, the employee must have worked on his or her last scheduled work day immediately preceding the holiday and on his or her next scheduled work day immediately after the holiday, unless an employee's absence on these days is an excused absence with pay within the terms of this contract.

b. In general, if the traditional holiday falls on a Monday through Friday, then it will be observed on that date. Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on Sunday will be observed on the following Monday. Management has the final determination and will post the holiday list with observed dates during January of each year.

c. Coverage assignments are designated by Authority management as those which require staffing on a 24-hour, 7 day a week basis. Employees working in coverage assignments will always receive holiday pay for the traditional holiday, and not on the observed holiday. Employee's working in coverage assignments on traditional holidays shall receive Holiday Pay, as defined in Section 4(a) above, plus time and one-half for the hours worked on said Holiday except for hours worked on Christmas Day, New Year's Day and Thanksgiving Day, for which they will receive double time for the hours worked.

d. Whenever one of the above enumerated paid holidays falls within an employee's scheduled work week, such employee shall receive, in addition to holiday pay, time and one-half for the hours worked on said day except that said employee will receive double time for all hours

worked on Christmas Day, New Year's Day and Thanksgiving Day.

e. No employee will be assigned on a holiday without the express permission of the appropriate department head.

f. In the event the celebration of any of the abovementioned holidays is changed by Federal Statute, the parties agree to follow the Federal Law.

Sec. 5 Seniority Applied to Permanent Vacancies in Scheduled Work Assignment

Seniority is a benefit to employees accruing from length of service, which entitles senior employees to consideration of their requests for re-assignments to vacancies in scheduled shifts or in work assignments conducted at specific locations.

All permanent assignments may be rebid every two (2) years (for shift workers only) based upon overall seniority at the Authority's discretion. Bids will be conducted during the month of February to be effective the first Monday of April of every other year.

Vacancies in scheduled shifts or in work assignments shall be deemed to occur when an employee dies, resigns or otherwise leaves the employment of the Authority, or when an employee has been granted an extended leave of absence of thirty (30) days or more, or when a new position is created in the same job classification or when an employee has been reassigned pursuant to the above. Bargaining Unit vacancies scheduled to be filled shall be posted for seven (7) calendar days. Employees who are off on vacation, sick leave, disability or workers' compensation are eligible to bid.

Once an employee has exercised his or her seniority rights under the above and has been reassigned, he or she cannot bid for another vacancy that has been caused by reassignment in the same sequence.

Seniority shall be defined as time worked within a job classification and shall commence on the day of the employee's permanent appointment to the position. When a provisional, probationary or trainee appointee receives a permanent appointment, his or her seniority shall revert back to his or her original appointment as a provisional, probationary or trainee appointee.

In the event two or more employees are appointed to the same job classification on the same date, then the employee's date of first hire in any job in the Authority shall be used to break the tie. If a tie still results and the position is within the competitive class, the employee with the higher mark in the examination shall be given the greater seniority. It is the responsibility of the Authority to determine seniority when two or more employees are appointed to a non-competitive position on the same day.

An employee who has resigned and returns to work in the same job classification within one year shall retain his accrued seniority minus the time he or she was off the Authority's payroll.

When an employee's assignment is permanently discontinued, he or she shall be allowed to bump a less senior employee within the same job classification at any Authority work location. The employee bumped shall be allowed to bump a less senior employee within the same job classification, etc. All of the moves resulting in new assignments shall be agreed upon in advance between the Authority and the Union and shall take place simultaneously.

If layoff becomes necessary, the employees affected, and the Union will be given at least two (2) weeks advance notice.

Where the Civil Service Law defines a procedure for layoff and recall, that law shall be adhered to. If the Civil Service Law is not applicable in a layoff or recall, then this seniority section shall be applied.

It is mutually agreed and understood that the exercise of such seniority benefits shall be to the extent permitted and in accordance with the provisions of the Civil Service Law and the Rules for the Classified Civil Service of the County of Erie.

It is further mutually understood and agreed that the Authority, in the proper exercise of its statutory powers, duties and responsibilities and in the public interest of efficient and continuous operation, shall be the ultimate judge of an employee's qualification for reassignment as herein provided and shall retain all rights of management with respect to the posting of assignments.

Sec. 6 Short Term Routine Work Assignments

a. Short term vacancies in scheduled shifts or in work assignments shall be deemed to occur when an employee is off on sick leave, workers' compensation, disability, military leave, leave of absence without pay, or is moved into a new position or promotion pending a New York State Civil Service examination.

If a vacancy can be verified in advance by the Authority of 90 days or when a vacancy of 90 days or more occurs in a permanent routine work assignment an employee may request that work assignment; preference shall be given to the employee with greater job title seniority in a work assignment. He or she must be capable of rendering competent service.

Once an employee has exercised his or her seniority rights under the above and has been reassigned, he or she cannot bid for another short-term work assignment vacancy until the return of the employee who holds that permanent bid.

The vacant position that occurs once an employee has exercised his or her seniority rights under the above will be filled on a day-to-day basis by the General Crew Chief. In the event that no employee requests to fill a short-term vacancy by exercising his or her seniority rights under the above the parties will continue with the standard operating procedure recognized by the Authority and the Union.

An employee who claims that his or her request has not been given due consideration by his or her supervisor may appeal such determination in accordance with the grievance procedure set forth in Article IV of this Agreement.

The exercise of the benefits under this section shall be to the extent permitted and in accordance with the provisions of the Civil Service Law and the Rules for the Classified Civil Service of the County of Erie.

This section shall not be so construed or applied as to deny or deprive an employee of his or her rights or benefits under the Civil Service Law and the Rules for administering such Law adopted by the Personnel Officer of the County of Erie and made applicable to the Authority.

Nor shall this section be construed or applied in such a manner as to limit or abridge the proper exercise by the Authority of its statutory powers, duties and responsibilities to manage and operate its water system in an economical and efficient manner in the public interest.

b. Any employee who misses a ride to a work site on an assigned Authority vehicle when the vehicle has already left the service area will be assigned to "available work". Assignment will not result in any reduction in pay or loss of permanent differential.

ARTICLE VII - VACATIONS

Sec. 1

The Authority will grant annual vacations with pay to employees on a calendar year basis.

An employee shall earn vacation credits based upon his or her total accrued service in any permanent position or positions in the employment of the Authority.

The amount of vacation credits available to the employee for use during the calendar year shall be those to which he or she is entitled by accrued service rendered prior to April 1st of each year.

Sec. 2

Employees shall be entitled to vacation credits as follows:

After six (6) months of accrued service: one (1) week

After one (1) year of accrued service: two (2) weeks

After two (2) years of accrued service: two (2) weeks

After three (3) years of accrued service: three (3) weeks

After four (4) years of accrued service: three (3) weeks

After five (5) years of accrued service: three (3) weeks

After six (6) years of accrued service: three (3) weeks

After seven (7) years of accrued service: three (3) weeks

After eight (8) years of accrued service: three (3) weeks

After nine (9) years of accrued service: three (3) weeks

After ten (10) years of accrued service: three (3) weeks

After eleven (11) years of accrued service: three (3) weeks and one (1) day

After twelve (12) years of accrued service: three (3) weeks and two (2) days

After thirteen (13) years of accrued service: three (3) weeks and three (3) days

After fourteen (14) years of accrued service: three (3) weeks and four (4) days

After fifteen (15) years of accrued service: four (4) weeks

After sixteen (16) years of accrued service: four (4) weeks

After seventeen (17) years of accrued service: four (4) weeks

After eighteen (18) years of accrued service: four (4) weeks and one (1) day

After nineteen (19) years of accrued service: four (4) weeks and two (2) days

After twenty (20) years of accrued service: four (4) weeks and three (3) days

After twenty-one (21) years of accrued service: four (4) weeks and four (4) days

After twenty-two (22) years of accrued service: five (5) weeks.

No more than two (2) weeks of continuous vacation shall be taken consecutively unless the Authority or its designee shall determine that the taking of such third, fourth or fifth consecutive week will not interfere with its operations.

Sec. 3

When a legal holiday enumerated herein occurs during an employee's vacation period, he or she will receive an extra day's pay for the holiday at straight time and will return to work on his or her regularly scheduled work day.

Sec. 4

Vacation leave in excess of five (5) days, if not taken, shall expire at the end of each calendar year.

Sec. 5

Vacation pay shall equal forty (40) hours times the straight hourly rate. An employee regularly assigned to a position which carried shift differential or relief rate, shall receive this rate in addition to his or her straight hourly rate when on vacation.

Sec. 6

As far as practical, vacations shall be scheduled at the time requested by eligible employees. The first right of allotment of vacation period exceeding two consecutive weeks is entirely reserved to the Authority in order to insure the operations of its property and services.

Within the above limits, vacations will be granted on a departmental basis giving due consideration to the total length of service of the Authority's employees therein. This section shall not prohibit the taking of one week at a time.

Employees, with the consent of the Department Head, may preschedule up to nine (9) days of vacation in one (1) day increments providing one (1) working day notice is given; one (1) day vacation call-ins are not authorized.

Sec. 7

When an employee retires, is laid off, discharged or when he or she dies having accumulated unused vacation time, he/she or his/her beneficiaries, as the case may be, shall be entitled to be compensated in money at the regular rate of pay for his or her unused vacation time.

ARTICLE VIII - LEAVES OF ABSENCE

Sec. 1 Sick Leave

Sick leave is excused absence with pay necessitated by the illness or other physical disability of the employee. An employee has the option to use five (5) days of his/her accumulated sick leave per year for immediate family members. Sick leave pay shall be calculated at the regular hourly rate for each day thereof.

Employees shall earn sick leave credits at the rate of one and one quarter (1-1/4) working days per month for each month of service with the Authority. No credit or sick leave shall be allowed unless the employee shall have worked at least fifty (50%) percent of the working days of each calendar month.

An employee absent from work on an authorized leave of absence with full pay such as vacation, holidays, sick leave, military service and other authorized leaves of absence with pay, shall be deemed to be "working" and earning sick leave credits within the meaning of this section.

Such sick leave as is not used in a calendar year shall be accumulated, but not to exceed two hundred forty-five (245) days.

No sick leave shall be deemed authorized nor shall payment be made therefore unless:

1. the employee shall have notified his or her immediate supervisor of such absence at least thirty minutes prior to the time he or she is scheduled to report for work; and
2. after an absence of four (4) consecutive scheduled work days, the employee, shall have filed a certificate or affidavit from his or her attending physician showing the dates of attendance or treatment by such physician and employee's ability to perform his or her duties and a statement in general terms sufficient to indicate the extent of the disability.

The Authority may require an employee, who has been absent because of personal illness, prior to and as a condition of his or her return to duty, to be examined at the expense of the Authority by a physician designated by the Authority to establish that he or she is not disabled

from the performance of his or her normal duties or that his or her return to duty will not jeopardize the health of the other employees.

In the event of failure to submit proof of illness or disability upon request, or in the event that upon such proof as is submitted, or upon the report of medical examination, the Authority finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his or her duties, such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave privileges shall be cause for disciplinary action by the Authority.

Payment for Unused Sick Leave Upon Retirement

Effective April 1, 1987, subject to the provisions of the New York State Retirement Law, a permanent employee who enters retirement pursuant to the provisions of the State Retirement System or who is separated from employment with the Authority other than for cause, and has to his or her credit any earned and unused accumulated sick leave, shall be entitled to receive payment for said accumulated sick leave.

An individual may use the residual dollar value of any unused sick time, net of taxes and mandated withholding, as of the individual's last date of employment to pay toward the individual's health insurance premium contribution during retirement.

The Authority will pay for eighty (80%) percent of the earned and unused sick leave which an employee has accrued at the time of his or her retirement or separation at the employee's straight-time base hourly rate. This payment shall be made in a lump sum after the effective date of retirement or separation. In the case of retirement, the remaining twenty (20%) percent of accumulated sick leave will be reported to the New York State Retirement System for pension computation.

The following leaves of absence set forth in Sections 2 through 10 inclusive shall not be deductible from accredited sick leave:

Sec. 2 Leave for Death in Family

a. Upon the death of a current spouse or domestic partner, current father-in-law, current mother-in-law, grandchild, grandparent, natural, foster or step: child, parent, brother, sister, a leave of absence shall be granted for not more than four (4) working days beginning with the date of death of the relative. Affected employees shall not be required to utilize the above referenced four (4) days of leave immediately or consecutively but may delay or break-up such days as necessary to attend to death-related matters. The days may be used within fourteen (14) days of the date of death.

b. For an uncle, aunt, current brother-in-law, current sister-in-law, niece or nephew, step mother-in-law, step father-in-law of an employee, a leave of absence may be granted for the day of the funeral and/or memorial service.

c. The employee shall notify his or her immediate supervisor of any such absence at the earliest opportunity prior to the time he/she is scheduled to report for work. He/she shall state the reason for such absence and the number of days he/she will be necessarily absent from work because of such death.

Sec. 3 Personal Leave

Personal leave shall mean a leave of absence from his or her scheduled work granted to an employee to perform personal business.

Personal leave may be drawn only at a time convenient to and approved in advance by the Authority and where the circumstances are such that it will not interfere with the Authority's functions and operations. Written application for personal leave shall be made in advance thereof to the Authority stating the time of such requested leave.

The number of days of personal leave granted to an employee shall not exceed a total of five (5) days) in a calendar year. Unused personal leave will be added to accumulated sick leave but will not increase the maximum sick leave accrual permitted.

Sec. 4 Leave for Court or Jury Attendance

Leave for court or jury attendance is limited to required attendance by the employee as a witness or as a juror in New York State Supreme Court, the courts of Erie County and the City of Buffalo. Leave for a court appearance is limited to the employee serving as a witness or a juror, not as a party or a defendant in the named action.

The employee seeking such leave shall file a written request therefore with the Authority in advance of the time of such required attendance. The request shall be accompanied by a copy of the jury summons, witness subpoena or court order necessitating such attendance.

Leave of absence with pay will be granted for each scheduled work day or days of the employee in which he or she is required to attend in Court. The Authority may require proof by certification of the court clerk of the number of days and the dates of such Court attendance. No deduction shall be made from the pay of an employee because of fees received by him or her as such witness or juror.

Sec. 5 Leave for Civil Service Examination

Upon written application in advance to the Authority, an employee shall be granted a leave of absence with pay on a day when he or she is scheduled to work to permit him or her to take a New York State Civil Service examination for a position within the employment of the Authority.

Sec. 6 Leave for Military Service

The Authority shall grant a leave of absence with pay pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994.

The employee shall notify the Authority with verbal/and or written notice in advance of all military duty.

Sec. 7 Leave Required by Law

The Authority shall grant any leave of absence with pay required by Law.

Sec. 8 Maternity Leave

Leave for child bearing purposes will be approved for a reasonable period of time, up to a maximum of six months. Any leave of absence beyond the six-month period following childbirth shall be at the discretion of the Authority.

Sec. 9 Leave for Union Officials

A leave with pay at his/her regular wage scale shall be granted to Union officials designated in writing by the Union President to represent the local Union at council meetings, conventions or other Union business.

The total number of days available shall not exceed a total of 12 days in a contract year and shall not be accumulated.

The Authority shall be notified in writing at least one (1) week for a convention or seminar and at least twenty-four (24) hours for local Union business prior to such scheduled leave.

Sec. 10 Leave of Absence Without Pay

A. An employee may submit a written request for a leave of absence without pay which shall include the reason for the request and the length of time requested. The written request shall be submitted to the Executive Director or his/her Designee for the Authority. The ultimate decision as to whether or not the leave without pay will be granted rests with the Members of the Authority. The employee requesting the leave without pay will be advised of the Authority's decision within a reasonable time after the decision has been made.

B. Any employee who requests leave under terms of the Family and Medical Leave Act of 1993 must utilize accrued paid time off (vacation, personal, and sick leave before any non-paid time off shall be utilized).

Sec. 11 Union Negotiation Committee

The Authority will permit no more than seven (7) members on the Union Negotiation Committee. The Authority will only reimburse up to five (5) members identified by the Union at their current hourly rate for regularly scheduled straight-time hours spent in contract negotiations and excuse them from fulfilling their regular schedule on the days in which at least four (4) hours are spent in negotiations.

The President of the Union will advise the Authority forty-eight (48) hours in advance of any alternates who will attend a scheduled meeting. Additional Leave of Absence Without Pay, when requested by the Union, will be subject to the Authority's approval as outlined in Section 10.

Sec. 12 Sick Leave Bonus

A. An employee who has not used any sick time for a calendar quarter of the year will be entitled to a \$125 bonus. For purposes of this calculation the first quarter shall begin on January 1st of each year.

B. The usage of any sick time during a calendar quarter will disqualify said employee for that quarter only.

C. An employee who has not used any sick time during a calendar year will be entitled to a total bonus of \$500.

D. Employees who retire prior to December 31st of any year who, at the time of his/her retirement, would otherwise be entitled to payment as herein, shall receive a payment prorated to the nearest calendar quarter.

E. The sick leave bonus will be paid no later than April 15th of the following year.

F. Sick leave shall mean an employee that is off work and paid sick leave pay for that time off.

G. Authorized time is when an employee is off on an excused leave or an employee who has used all sick leave and has a physician's certificate certifying he is unable to work because

of his illness or injury.

H. Employees off work without paid leave shall receive unauthorized time off unless covered in Paragraph (G) above.

I. Employees off on vacation, jury duty, funeral leave, worker compensation, blood bank, fatigue time, union time or holidays shall not count against sick leave bonus.

ARTICLE IX - INSURANCE

Sec. 1

Effective as soon as possible following the ratification and approval of this Agreement, the Employer shall provide as its insurance plan, for each eligible employee who elects coverage and to his or her dependents a traditional point of service (POS) type contract which shall be provided by the Labor/Management Health Coalition, Inc. (LMHC). The service contract will include coverage for major medical, prescriptions, mental health care, substance abuse treatment, out-of-network coverage, as well as other named services.

Employees shall have the option of participating in the Core Plan, the Enhanced Plan or the Value Plan. Employees hired on or after July 26, 2012 must pay fifteen percent (15%) of the total premium of the cost of the Core Plan for single and family coverage for the duration of that individual's employment and during retirement (if eligible for Authority contributions toward retiree health insurance premiums), including fifteen percent (15%) of any increases. For those employees that elect to enroll in the Enhanced Plan, the employee shall be required to pay the difference in cost between the Enhanced Plan and the Core Plan. Employees hired before July 26, 2012 shall contribute \$700 for single and \$2,000 for family coverage annually.

For active employees, the Authority shall contribute the balance between the employee's contribution and the total cost of the premium.

For those employees who choose the Value Plan, the Employer shall deposit fifty percent (50%) of the difference in the monthly premium cost between the Core Plan and the Value Plan in an I.R.S. Section 105-h account. Monies deposited in such account shall roll over year to year until expended, or until the employee's death, at which time any unexpended funds shall default to the Erie County Water Authority.

The Employer and the Union agree that should it become possible to substitute an alternate plan or plans providing equivalent benefits from a private insurance carrier, but at a lower premium cost, the Employer may substitute that coverage.

Sec. 2

The Authority will provide a policy, through the New York State Insurance Fund, meeting the minimum requirements of the New York State Disability Benefits Law.

The existence of the disability benefits insurance coverage will not affect the sick leave provisions of the agreement except that benefit payments due the employee under the DBL plan shall be paid directly to the Authority. The Authority will charge the employee's sick leave bank with the next higher one-quarter of a day as the reimbursement insurance payments relate to the employee's current weekly straight time wage.

If the employee has no accumulated sick leave credits, the insurance payment will be made by the insurance carrier directly to the employee.

The intention of this article is that an employee shall not receive disability benefits and/or sick leave payments in any combination which will result in the employee's receiving payment in excess of his or her straight time wage when disabled.

Sec. 3

The Authority will contribute the following amounts to the Preferred Dental Plan, Full Basic, 100% Prosthetic Schedule, Orthodontia, offered by Group Health Incorporate (GHI). The total cost to the Authority shall not exceed \$17.14 per month for single coverage or \$68.56 per month for family coverage.

Sec. 4

The Authority will pay each employee who elects to cancel his/her health and/or dental coverage provided by the Authority, where coverage is duplicated by another policy. Effective for payments made as of the ratification date, payments will be based on insurance eligibility as follows:

| | |
|------------------------------------------------------------|---------|
| Family Health — 40% of the Core Plan premium not to exceed | \$8,000 |
| Single Health — 40% of the Core Plan premium not to exceed | \$3,000 |
| Family Dental — 40% of premium not to exceed | \$ 350 |
| Single Dental — 40% of premium not to exceed | \$ 100 |

Sec. 5

The Authority will make available the Vision Service Plan and as of April 1, 2001, employees will contribute \$6.50 per month for such coverage.

ARTICLE X - RETIREMENT

Sec. 1

The Authority acknowledges that it elected on June 2, 1970, to provide the benefits of Subdivision (k) of Section 31, Subdivision (g) of Section 43, Section 60-B, Section 75-I of the Retirement and Social Security Law, Subdivision 4 of Section 243 of the Military Law and Section 31, Subdivision (j) of the Retirement and Social Security Law, all as presented or hereafter amended.

Sec. 2 Medical Insurance for Retirees

Employees must meet the following criteria to be eligible to receive Authority contributions toward the premium costs of health insurance upon retirement:

| Employee Hire Date | Eligibility Criteria |
|-----------------------------------|------------------------------------------------------------------------------|
| Hired prior to January 1, 2006 | Age 58 plus completion of fifteen (15) years of service to the Authority. |
| Hired on or after January 1, 2006 | Age 58 plus completion of twenty (20) years of service to the Authority. |
| Hired prior to January 1, 1984 | Age 56 plus completion of thirty-five (35) years of service to the Authority |

Employees hired prior to July 26, 2012, who satisfy the eligibility criteria set forth herein, will not be required to contribute toward the premium cost of the core health insurance plan upon retirement. Employees hired on or after July 26, 2012, who satisfy the eligibility criteria set forth herein must pay fifteen percent (15%) of the total premium of the cost of the Core Plan for single and family coverage for the duration of that individual's employment and during retirement, including fifteen percent (15%) of any increases.

As provided for in Article VIII, Section 1: An individual may use the dollar value of any unused sick time as of the individual's last date of employment to pay toward the individual's health insurance premium contribution during retirement.

Employees, who satisfy the eligibility criteria set forth herein, will be provided family or single coverage under either of the following plans: Core POS 203 or Core PPO 812.

When the employee has reached 65 years of age and is eligible for Medicare, the retiree is obligated to apply for Medicare coverage when eligible. Individuals who retire after reaching age 65 must apply for Medicare during the next Medicare Open Enrollment period, 1/1-3/31 of each calendar year. At age 65, the coverage under a Medicare Advantage plan will be substituted at no cost to the retiree. Additionally, the retiree may select coverage under Core PPO 812; however, the employee must pay the difference in cost between that plan and the highest cost Medicare product available.

If the retiree elects to relocate to a different geographic area and no longer wishes to retain coverage as set forth above, the retiree may elect to enroll in a health plan in that area. The Authority will be responsible for payment equal in cost to the highest cost product available to the retiree as set forth above.

As provided for in Article VIII, Section 1: An individual may use the dollar value of any unused sick time as of the individual's last date of employment to pay toward the individual's health insurance premium contribution during retirement.

If the retiree resides outside the service area of plans set forth above, the retiree may submit to the Authority proof of payment to a health care provider and the Authority will reimburse the retiree the cost of the annual premium, less any premium contribution from the retiree who satisfies the eligibility criteria set forth herein, not to exceed the costs of the highest cost product available to the retiree as set forth above.

It is understood that if any of these plans are no longer available pursuant to one of the events set forth in Article IX, the Authority shall be permitted to substitute coverage under a comparable product. On the retiree's death, coverage will be continued, under the same conditions and premium contributions as set forth herein, for his or her spouse until he or she dies or remarries.

ARTICLE XI - WAGES

The wage increases detailed herein are contained within the attached wage schedule.

A. Effective April 1, 2017, there shall be added to said hourly rates an additional zero percent (0.0%) per hour through each step of the wage plan.

B. Effective April 1, 2018, there shall be added to said hourly rates an additional two percent (2.0%) per hour through each step of the wage plan.

C. Effective April 1, 2019, there shall be added to said hourly rates an additional two percent (2.0%) per hour through each step of the wage plan,

D. Effective April 1, 2020, there shall be added to said hourly rates an additional two percent (2.0%) per hour through each step of the wage plan.

E. Effective April 1, 2021, there shall be added to said hourly rates an additional two and one-half percent (2.5%) per hour through each step of the wage plan.

F. Effective April 1, 2022, there shall be added to said hourly rates an additional two and a half percent (2.5%) per hour through each step of the wage plan.

G. Effective April 1, 2023, there shall be added to said hourly rates an additional two and one-half percent (2.5%) per hour through each step of the wage plan.

H. Upon ratification, a one-time addition of thirty-seven cents (\$.37) per hour will be added through each step of the wage plan of a Meter Service Worker and as reflected in the Wage Rate Table attached. This will eliminate Appendix 'A' — Meter Shop Differential.

I. Upon ratification, and as reflected in the Wage Rate Table attached, Water Utility Workers with a class A license will earn \$0.25 per hour more than a Water Utility Worker with a class B license; Line Maintenance Operators will earn \$1.25 per hour more than a Water Utility Worker with a class A license. Effective April 1, 2020, Water Utility Workers with a class A license will earn \$0.35 per hour more than a Water Utility Worker with a class B license; Line Maintenance Operators will earn \$1.75 per hour more than a Water Utility Worker with a class A license. These changes, as well as all changes to the wage rates are contained in the Wage Rate Tables attached.

It is understood and agreed between the parties hereto that the salary increments provided in the several steps listed in said schedule shall be granted to employees at the sole discretion of the Authority, after due consideration of the merit and quality of the employee's performance, and are intended to reward a definite improvement in the efficiency with which an employee performs the duties of his or her position and not merely by reason of the passage of time of employment.

Where salary increments are granted as aforesaid, the same shall become effective and payable as provided in the resolution duly adopted by the Authority at a regular meeting held June 30, 1959, as amended.

ARTICLE XII - ADDITIONAL OR LONGEVITY INCREMENTS

A. When an employee holding a position allocated to a salary grade prescribed in the Erie County Water Authority's Career and Salary Plan adopted by resolution of the Authority dated October 11, 1956, as amended, has reached by or after January 1, 1964, a salary equal to or in excess of the maximum salary of the grade of his or her position and thereafter has rendered continuous service in such position or in a position in the same salary grade for a period of five (5) years in the aggregate, he or she shall be entitled on the first day of the fiscal year following completion of such service to receive an additional increment of the grade to which his or her position is allocated, provided, however, that the wages of such employee shall not be increased pursuant to this provision to an amount in excess of the maximum salary of the grade of his or her position plus one (1) additional increment of such grade.

B. When an employee has received his or her first longevity increment in accordance with the provisions of the above paragraph and continues in the same position for an additional five (5) years without increments, he or she shall be entitled on the first day of the fiscal year following completion of such service to receive an additional longevity increment of the grade to which his or her position is allocated provided, however, that the salary of such employee shall not be increased pursuant to this provision to an amount in excess of the maximum salary of the

grade of his or her position plus two (2) additional increments of such grade.

C. When an employee has received his or her first and second longevity increments in accordance with the provisions of the above paragraphs and continues in the same position for an additional five (5) years without increments, he or she shall be entitled on the first day of the fiscal year following completion of such service to receive an additional longevity increment of the grade to which his or her position is allocated provided, however, that the salary of such employee shall not be increased, pursuant to this provision, to an amount in excess of the maximum salary of the grade of his or her position plus three (3) additional increments of such grade.

D. When an employee has received his or her first, second and third longevity increments in accordance with the provisions of the above paragraphs and continues in the same position for an additional five (5) years without increments, he or she shall be entitled on the first day of the fiscal year following completion of such service to receive an additional longevity increment of the grade to which his or her position is allocated provided, however, that the salary of such employee shall not be increased, pursuant to this provision, to an amount in excess of the maximum salary of the grade of his or her position plus four (4) additional increments of such grade.

E. When an employee has received his or her first, second, third and fourth increment in accordance with the provisions of the above paragraphs and continues in the same position for an additional five (5) years without increments, he or she shall be entitled on the first day of the fiscal year following completion of such service to receive an additional longevity increment of the grade to which his or her position is allocated provided, however that the salary of such employee shall not be increased, pursuant to this position, to an amount in excess of the maximum salary of the grade of his or her position plus five (5) additional increments of such grade.

ARTICLE XIII - MISCELLANEOUS

Sec. 1

The job title and duty classification of production, maintenance and service positions attached hereto and marked Schedule "B" and made a part hereof, is accepted by the Union as the medium which establishes the duties and requirements and entrance qualifications of the various positions listed therein, as determined and promulgated by the Civil Service Commission of the State of New York and the rules of the Personnel Officer of the County of Erie.

Sec. 2

The Authority will notify the Union President when provisional appointments to a vacancy or newly created positions are contemplated. The Authority will include a copy of the job specifications.

Sec. 3 Labor-Management Meetings

The Union may designate up to five (5) members to participate in Labor-Management Meetings. Not more than three (3) representatives designated by the Authority and three (3) of the five (5) representatives designated by the Union shall meet to discuss labor-management problems on a monthly basis, if necessary. A written agenda of items to be discussed at this meeting shall be submitted by each party one week in advance to enable preparation for this meeting. These meetings will include a discussion of safety matters.

One of the Authority's representatives shall be its Safety Officer or his/her designee and one of the Union representatives shall be the Chairman of the Union Safety Committee or his/her designee.

Sec. 4

When an employee is called out for overtime, the Authority will endeavor to notify him or her of the type of work to be performed so the employee can determine what type of clothing

to wear to the job site.

Sec. 5 Driver's Licenses

A. An employee designated by the Authority to operate motor vehicle equipment requiring a Class A or Class B New York State operator's license shall be reimbursed for an amount not to exceed seventy-five (75%) percent upon presenting the appropriate receipts from the State of New York for obtaining or renewing said operator's license.

B. The employee is responsible for notifying the Authority of changes in the status of his/her license. The Authority may, from time to time, verify the status of employees' licenses and may take disciplinary action against an employee for failure to notify the Authority of their loss of license and may, in addition, seek recovery of any wages erroneously paid under this section.

C. Where an employee fails to maintain a valid commercial driver's license and where said license is a condition of his/her employment, the Authority shall take that action which is required by the Rules and Regulations of the Civil Service Commission with regard to the employee's employment status.

Sec. 6 Rain Gear

The Authority will supply, at its expense, rubber boots, raincoats, rubber gloves and rain suits to those who shall require such items.

Sec. 7 Safety Program

The Authority agrees to contribute annually between April 1st and March 31st of each contract year one-hundred and fifty (\$150.00) dollars towards the purchase of one pair of steel-toed safety boots or safety shoes as appropriate, and additionally, every second contract year, between April 1st and March 31st, the Authority will contribute one-hundred and twenty five (\$125.00) dollars towards the purchase of one pair of prescription safety glasses for each member

of the Union that requires this safety equipment.

The Union understands that the Authority will establish a new work rule that employees in the Maintenance Department in the job assignments enumerated in the paragraph above; shall not be deemed appropriately dressed for or ready for work unless they have in their possession steel-toed safety boots, gloves, hard hats, and safety glasses (of the appropriate prescription should the employee require prescription glasses). The Union agrees to actively support the Authority in the establishment of this new work rule.

The Union further recognizes that the Authority will amend the work rule for employees who work in the water treatment plants who shall be deemed not ready for work unless they are wearing the complete, required safety uniform, as designated by the Authority and the proper personal protective equipment (PPPE) and the Union agrees to actively support the Authority in the establishment of this amended work rule.

Safety equipment will be worn on the job at all times.

The Union will use its good offices with the employees to assure acceptance of and full compliance with these work rules.

An employee must report any work-related accident or accidents involving Authority vehicles to their supervisor as soon as possible, but no later than the end of the current shift.

Sec. 8 Tool Allowance

The Authority agrees to pay to the Automotive Mechanics an annual tool allowance of one hundred fifty (\$150) dollars and to the Automotive Mechanics Helpers an annual tool allowance of seventy-five (\$75.00) dollars. The employees will submit a receipt for tools purchased to the Authority for reimbursement.

Sec. 9 Paychecks

Weekly paychecks will be distributed no later than 7:30 a.m. on Thursday of each week. When a holiday falls on a Thursday, checks will be available no later than 3:30 p.m. on

Wednesday.

When overtime documentation is received in a timely manner, every effort will be made to include payment for all regular and overtime hours worked in the pay period. Documents received after the end of the first shift on Monday will be included in the following week's paycheck.

Sec. 10 Supervisors Working

Supervisory employees may not engage in work properly belonging or assigned to employees in the blue-collar bargaining unit, except when production difficulties occur, in an emergency situation, when training employees or within the civil service specifications authorized for the classification.

Sec 11 Workers' Compensation/Vacation payments

Any employee/Brotherhood Member receiving workers' compensation benefits who has a balance of unused vacation time at calendar year's end will receive payment from the Authority for that unused balance of vacation time upon his or her return to work/active payroll status and/or separation from employment.

Any employee/Brotherhood Member that has satisfactorily documented that they will not be returning to work/active payroll status by the end of the year, if requested shall be granted payment by the Authority for his or her unused vacation time while on compensation.

Should an employee return to work from an absence caused by a workplace injury or illness, prior to the end of the calendar year, that employee will be permitted to attempt to schedule vacation time under Article VII, section 6 and the formalization of operational procedures relative to the Erie County Water Authority line maintenance department. The Authority will act in good faith to allow a requested vacation; however, the Authority will not approve a request if it will result in overtime or if it will impair the safe, cost efficient and effective operations of the Authority.

Should such employee return from a workers' compensation absence prior to July 1st, that employee must use their allotted vacation time prior to the end of the calendar year. Under no circumstance may an employee that has returned from a workers' compensation absence bump another employee from an approved, scheduled vacation. In the event that such an employee has unused vacation time at the end of the calendar year of his/her workers' compensation absence, the Authority will pay that employee for the value of his/her unused vacation leave.

ARTICLE XIV - SEVERABILITY

If the enactment of legislation or determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

ARTICLE XV - SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and enforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XVI – ENTIRE AGREEMENT

This Agreement, upon ratification, constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term. In so agreeing, the parties expressly acknowledge that, during the negotiations which resulted in this Agreement, that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties further expressly acknowledge that this Agreement resolves any and all outstanding grievances, potential grievances or other outstanding issues between the parties occurring prior to and including the date that this Agreement is executed.

ARTICLE XVII - EFFECTIVE DATE AND TERM

THIS AGREEMENT shall become effective as of April 1, 2017, and shall continue in full force and effect until midnight, March 31, 2024, or until such time as an agreement to amend it has been reached, and from year to year thereafter unless either party notifies the other of termination.

Notice to amend this Agreement shall be given within ninety (90) days prior to the established date.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this **(Insert date signed)**.

**BROTHERHOOD OF WESTERN
NEW YORK WATER WORKERS**

ERIE COUNTY WATER AUTHORITY

APPENDIX A - MEMORANDUM OF AGREEMENT TIME CARDS

This Memorandum of Agreement is in accordance with an agreement reached between the parties on July 11, 1986:

THE AGREEMENT:

The parties agree that the procedure set forth will be the only manner in which an employee who fails to punch in or out is disciplined. Entry into this procedure and/or progression from one step to the next will not occur if the employee was excused from his/her failure to punch in or out.

It is agreed that the employee shall be permitted to have a union representative present at any of the meetings where the discipline is issued, if the employee so requests.

- FIRST OFFENSE:** INFORMAL VERBAL
- SECOND OFFENSE:** FORMAL VERBAL
- THIRD OFFENSE:** DOCKED ONE-HALF HOUR PAY
- FOURTH OFFENSE:** DOCKED ONE-HALF HOUR PAY
- FIFTH OFFENSE:** SUSPENSION OF ONE DAY (8 HOURS)

SIXTH AND SUBSEQUENT OFFENSES: A MINIMUM SUSPENSION OF ONE DAY, BUT, THE AUTHORITY RESERVES THE RIGHT TO FURTHER DISCIPLINE. SUCH CASES SHALL BE DISCUSSED WITH THE UNION.

This progressive procedure shall be for accumulated offenses within a six-month period.

APPENDIX B - EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Erie County Water Authority to provide Equal Employment Opportunity to all and to ensure that no discrimination occurs against any employee or applicant on the basis of race, color, religion, sex, national origin, sexual orientation, age, disability, marital, or veteran status. This policy includes all aspects of recruitment, hiring, training and promotions.

APPENDIX C - MEMORANDUM OF AGREEMENT ABSENTEE CONTROL PROGRAM

I. To ensure good attendance by its employees and to prevent the improper use of sick leave benefits, the Erie County Water Authority employees' attendance records shall be continuously evaluated by looking at a number of factors including the total number of days off, the frequency of absenteeism and any patterns that indicate potential abuse. In evaluating employees' attendance records, every consideration is extended to employees who are legitimately prevented from working due to a documented illness or injury. The evaluation process shall be administered fairly and equitably to all employees.

II. These sick leave benefits are provided to employees represented by AFSCME 930, pursuant to Article VIII, Section 1 of the Collective Bargaining Agreement. This section defines sick leave as:

"Sick leave is excused absence with pay necessitated by the illness or other physical disability of the employee."

This section grants the Authority the right to require verification of claims for sick leave benefits and states that:

"Abuse of sick leave privileges shall be cause for disciplinary action by the Authority."

III. Employees with excessive instances of undocumented absenteeism or who are disciplined for absenteeism shall be subject to verification of future claims for sick leave benefits as is deemed necessary by the Authority. This verification may include medical reports or documentation by an employee's physician, or by a physician selected by the Authority. Failure to provide the required verification will result in the denial of sick leave benefits. Employees that have been found to abuse or falsely claim sick leave benefits shall be subject to disciplinary action up to and including discharge.

IV. The first level of attendance review of an employee rests with the designated

supervisor. Supervisors shall continuously review the records of any employee when any of the following circumstances occur:

a. The employee is late or absent twelve (12) or more days, totaling at least sixty-four (64) hours in a twelve (12) month period. Any lateness beyond the scheduled start of any shift and/or work day is an occurrence of two hours under this program. An employee may claim six excused tardiness occurrences per calendar year.

b. The employee takes sick leave beyond his/her sick leave benefits and has completed his/her probationary period.

c. The employee has a pattern of absenteeism that indicates abuse, such as frequent Monday and Friday absences, frequent tardiness or undocumented partial day absences.

Absences of four (4) or more days verified in accordance with the provisions of the Collective Bargaining Agreement shall not be considered under the terms of this program.

FIRST OFFENSE:

In this review, the supervisor shall discuss the reasons for the employee's absences and counsel him/her that attendance is required by the Authority. A record of this action shall be forwarded to the Coordinator of Employee Relations with a copy to the employee. This action will result in a verbal warning.

SECOND OFFENSE:

If a second occurrence involving any of the above circumstances occurs within a six (6) month period, the immediate supervisor shall again meet with the employee. The employee's department head and the Coordinator of Employee Relations may be included at this meeting, and the chief steward will be notified of such meeting.

Based on this meeting, an employee will be issued a written warning if sufficient explanation or documentation for the absence is not provided. A copy will be furnished to the steward.

THIRD OFFENSE:

If a third occurrence takes place within a nine (9) month period, an employee will be issued a two-day disciplinary layoff unless sufficient documentation of the claim for sick leave benefits is provided.

FOURTH OFFENSE:

If a fourth occurrence takes place within a twelve (12) month period as described above, the employee will be subject to a five (5) day disciplinary layoff.

FIFTH OFFENSE:

If a fifth occurrence takes place within an eighteen (18) month period as described above, the employee will be subject to disciplinary action with a minimum of thirty (30) calendar days disciplinary layoff up to discharge.

V. In any case involving suspension or discharge, the employer must notify the employee in writing of his/her suspension or discharge and the reasons therefore; a copy of which shall be furnished to the Union President and to the AFSCME Council 66 Representative. The Union shall be notified within twenty-four (24) hours of such suspension or discharge.

VI. The parties agree that the procedure set forth in this Agreement will be the only manner in which an employee will be disciplined. Should any section or clause of Section 75 be read as contradictory to a provision of this Agreement, the language contained in this Agreement shall at all times supersede the section or clause of Section 75 in question.

The provisions of this Disciplinary Procedure shall be the sole and exclusive procedure for review of disciplinary action taken against bargaining unit employees. This procedure shall take the place of and constitute a waiver of any and all rights that each bargaining unit employee has or may have under sections 75 and 76 of the Civil Service Law and any other statutory, regulatory,

or constitutionally required protections to the extent permitted by law.

The action may be appealed by the employee through the Union and be processed as a grievance matter at the third (3rd) step of the grievance procedure within ten (10) working days of receipt of such notification, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union.

APPENDIX D - MEMORANDUM OF AGREEMENT SEASONAL LINE MAINTENANCE CREW — BROTHERHOOD OF WESTERN NEW YORK WATER WORKERS

1. The crew will be a seasonal line maintenance crew. The start date will be between December 1-31 of each year and will not continue beyond one hundred twenty (120) working days. A five (5) working day notice will be given prior to the start of the schedule.

2. The seasonal crew will work 11:00 p.m. to 7:00 a.m., Monday through Friday, and follow the same holiday schedule as the day crews.

3. The seasonal crew will consist of one Line Maintenance Crew Chief, one (1) Line Maintenance Operator, one (1) Water Utility Worker with a class A license, and one (1) Water Utility Worker with either a class A or class B license. The Line Maintenance Operator must have the ability to effectively operate a backhoe and knowledge of all other equipment needed to effectively perform their duties on the seasonal crew.

4. The Authority agrees to pay to the Water Utility Workers and Line Maintenance Operators assigned to the seasonal crew the shift differential rate as provided for in Article VI, Section 2 (C).

5. If vacancies in the Line Maintenance Operator or Water Utility Worker positions are prescheduled or if someone reports off sick, replacements will come from the existing overtime list in Dispatch. Absences which occur during this shift will be filled with qualified Service Center personnel. If none are available, the overtime list may be used. When overtime is required and authorized, assignments will be offered according to the overtime assignment wheel, and in the event that no employee voluntarily accepts the assignment, the Authority may force an employee to work the assignment by reverse seniority.

6. In the event of a Crew Chief's absence of four (4) hours or less, or if there are no Crew Chiefs available for a longer absence, the position will be filled using the regular procedures.

7. If the situation is warranted, the seasonal crew may be called in as a crew to support day line maintenance crews.

8. Work to be done by the seasonal line maintenance crew:

- A. Main repairs off the existing leak log maintained in Dispatch at this time of year.
- B. Any main repair which requires a scheduled shut down.
- C. Any main repair started by the day crew which has an extended amount of time left on the repair.
- D. Any leak reported late in the day shift may be repaired by the seasonal crew.
- E. Other work as needed.

9. During the implementation of the Memorandum of Agreement regarding seasonal line maintenance crew operations, the Authority intends to observe a normal operating procedure utilizing its line maintenance crews in an efficient and cost-effective method.

During normally scheduled hours, it is the intent of the Authority to have crews complete their current assignments or "leak" repair even if such work requires time beyond the normal close of shift hours. This intent does not preclude non-essential work from being postponed to the next normal work day. Unless an unusual or emergency circumstance occurs, this policy will be maintained during the seasonal period.

If the seasonal crew bumps a day crew, it will be the crew with the most time left. It is the Authority's intent that if such an event occurs on a regular basis, the seasonal shift may be re-evaluated and may be discontinued at any time. The Authority reserves the right, with five (5) working days' notice to re-activate this crew for the remaining balance of the 120 working days or any portion thereof.

EMPLOYEE ACKNOWLEDGMENT FORM

Detach and return this page to the Human Resources Department after you have read and understood this Policy.

I acknowledge that I have received and read the Erie County Water Authority Drug and Alcohol Free Workplace Policy and the provisions contained therein on the date indicated below. I understand that the terms described in the Drug and Alcohol Testing Policy may be altered, amended or changed by the Authority.

SIGNED: _____

DATE: _____

APPENDIX E – MEMORANDUM OF AGREEMENT BETWEEN ERIE COUNTY WATER AUTHORITY AND LOCAL 930, COUNCIL 66, AFSCME, AFL-CIO

The Erie County Water Authority, hereinafter referred to as the "Authority", and Local 930, Council 66, AFSCME, AFL-CIO, hereinafter referred to as the "Union" are parties to a Collective Bargaining Agreement for the term April 1, 2000, through March 31, 2003. In accordance with Section 204 of the New York State Public Employees' Fair Employment Act, the parties hereby agree to the following alcohol and drug testing procedure which will cover all members of the bargaining unit including holders of Commercial Drivers Licenses (CDL).

ALCOHOL AND DRUG TESTING PROCEDURE

Section 1 **FHWA Regulations**

- 1.1 **Compliance with FHWA Regulations:** Where applicable, the Authority's Alcohol and Drug Testing Program shall be in compliance with the Federal Highway Administration regulations, 49 CFR Parts 382, 391, 392, 395, as they pertain to employees who operate commercial motor vehicles in interstate or intrastate commerce which are over 26,001 pounds are designed to transport sixteen or more passengers or are used to transport sixteen or more passengers or are used to transport hazardous materials and are subject to commercial drivers license requirements, 49 CFR Part 383.
- 1.2 **Implementation Date of FHWA Regulations:** The program and its procedures shall be implemented January 1, 1995.
- 1.3 The Authority shall provide the Union with a list of Local 930 employees who are subject to this procedure as of March 17, 1994.

Section 2 **Notice Requirements**

- 2.1 **Authority's Policy:** The Authority shall promulgate a policy on the misuse of alcohol and use of prohibited drugs and shall provide a copy of the policy and procedures to each covered employee and the Union. The term "prohibited drugs" means marijuana, cocaine, opiates, amphetamines, and phencyclidine. At a minimum, the policy shall include detailed provisions on alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug-use, drug testing, and refusal to submit to a required alcohol or drug test.

This policy applies to non CDL license holders as well, except that under random testing the selection pool will be separate and distinct from that of CDL License holders.

- 2.2 **Alcohol and Drug Information:** The Authority shall provide detailed educational material to each covered employee which explains the requirements of the Federal Regulations. At a minimum, the materials shall include detailed information which meet the requirements of 49 CFR Part 382.601(b), Part 654.71(b), and Part 653.25, including, but not limited to: (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by

the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol or controlled drug test and the attendant consequences; (7) the requirement that an employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of alcohol or prohibited drugs; (10) the procedure to protect the employee and the integrity and validity of the test; (11) the effects of the misuse of alcohol and use of prohibited drugs; and (12) the person designated by the Authority to be contacted for questions and/or additional information.

- 2.3 Requirement for Notice:** In accordance with the requirement in the Federal Regulations, prior to performing an alcohol or controlled drug test, the Authority shall notify the employee that the alcohol or drug test is required by federal regulations.

Upon receipt of notification from the testing facility, the Authority will notify the Union and ensure that employees selected will report to the testing facility within two (2) hours of notification. If the employee is not working on that shift, the two (2) hours time to report will commence from the start of their next shift.

- 2.4** When an employee is called in to work on an overtime basis, and declines to report due to his/her acknowledgment that he/she has consumed alcohol within four (4) hours of the call-in, he/she shall not be required to report and will not be subject to disciplinary action.

Section 3 Testing Procedures

- 3.1 Tests for Alcohol:** Tests for alcohol shall only be conducted by a breath alcohol technician using an evidential breath testing device. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices.

3.2 Tests for Prohibited Drugs:

- 3.2.1** Tests for prohibited drugs shall be conducted only by Department of Health and Human Services certified laboratories.
- 3.2.2** In accordance with the Federal Regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.

Section 4 Random Testing

- 4.1 Random Alcohol Tests:** The Authority shall administer random alcohol testing as determined by the annual rate of positive tests for all employees covered by the Federal Regulations.

- 4.2 Random Drug Tests:** The Authority shall not administer random drug testing to more than 50% of the employees annually covered by the Federal Regulations.
- 4.3 Union Observation:** During random tests, the employee may request the appropriate steward to be present to observe the testing. Reasonable efforts shall be made to contact the Union Representative. The Union acknowledges that the representative may not interfere with the testing process.
- 4.4 Selection of Employees:** The Authority shall select employees for testing through a computer-based random number generator utilizing employees' social security numbers. The Authority shall provide the Union with the computer-generated list of all employees tested on a quarterly basis.
- 4.5 Compensation:** All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay or at their overtime rate, if applicable.

Section 5. Reasonable Suspicion Testing

- 5.1 Determination of Reasonable Suspicion:** The person designated to confirm whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing must be a managerial/confidential employee. The behavior giving rise to reasonable suspicion shall be a recognized symptom of impairment, alcohol or controlled substance abuse.
- 5.2 Initial Training of Supervisors:** Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall receive formal training. Such training must be completed before the supervisor can require an employee to undergo a test.
- 5.3 Right to Representation:** When a decision is made to test, the employee shall be advised that the employee can consult with a Union representative, as long as the Union representation can respond without undue delay. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting a Union representative.
- 5.4** All time spent administering an alcohol or controlled substance test, stemming from reasonable suspicion, will be paid at the employee's regular rate or pay or at their overtime rate, if applicable, and will include travel time.
- 5.5** Any employee who is not allowed to return to work while awaiting test results arising out of reasonable suspicion may use paid leave benefits (vacation or personal leave) during the waiting period for time lost and will be reimbursed for the time lost, should the test results prove negative unless the employee is under a separate and unrelated disciplinary action for misconduct or incompetency.
- 5.6** If the employee requests the split specimen be tested by a certified laboratory of his/her choice, the employee is responsible for the cost of such test.
- 5.7** Employees who participate in rehabilitation will be entitled to all accumulated contractual benefits as noted in the current collective bargaining agreement.

Section 6. Post Accident Testing

- 6.1 Right to Representation:** When a test is required, the employee shall be advised that the employee can consult with a Union representative, as long as the Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting a Union representative.
- 6.2** All time spent administering an alcohol or controlled substance test, stemming from Post Accident Testing will be paid at the employee's regular rate of pay or at their overtime rate, if applicable, and will include travel time.
- 6.3** Any employee who is not allowed to return to work while awaiting test results arising out of Post Accident Testing may use paid leave benefits (vacation or personal leave) during the waiting period for time lost and will be reimbursed by the Authority for time lost should the test results prove negative unless the employee is under a separate and unrelated disciplinary action for misconduct or incompetency.

Section 7. Referral, Evaluation and Treatment

- 7.1 Designation of Substance Abuse Professional:** The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug-related disorders. The Authority shall select the substance abuse professional.
- 7.2 Employee Assistance Program:** The Authority shall make available an Employee Assistance Program capable of evaluating and resolving problems associated with the misuse of alcohol and use of prohibited drugs.
- 7.3 Leave of Absence:** A leave of absence will be allowed for treatment on an in-patient or out-patient basis. While on a leave of absence, the employee may use accumulated sick leave credits, vacation, personal leave or other accrued leave time up to the limits set forth in the Collective Bargaining Agreement or other applicable laws, rules or regulations, including any discretionary leave rights. Otherwise, the leave of absence shall be without pay. Nothing herein shall be construed to diminish any rights which may apply under the ADA, FMLA or other relevant laws.

Section 8. Follow-up Testing

- 8.1 Frequency:** In accordance with Federal Regulations, the number and frequency of follow-up tests shall be directed by the substance abuse professional.
- 8.2** During follow-up tests, the employee shall be advised of the employee's right to have a Union representative present to observe the testing. Reasonable efforts shall be made to assist the employee in contacting the Union representative. The Union acknowledges that the representation may not interfere with the testing process.

Section 9. Confidentiality

All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from the employee's personnel file.

Section 10.

In the event any portion of this Memorandum of Agreement is found to be invalid in the courts, then that specific portion will have no force or effect. However, an amended clause to comply with the regulations will be included.

- 10.1 All issues relating to the interpretation of the Memorandum of Agreement are subject to the grievance procedure in the Collective Bargaining Agreement.
- 10.2 Where an employee's grievance is sustained the employee shall be made whole, including back pay and fringe benefits, and restoration of seniority. The employee shall return to his original position and have all adverse references related to alcohol or controlled substance use or testing, removed from the employee's records.
- 10.3 The Authority agrees to hold the Union harmless from any action that arises from the employee's alcohol and controlled substance testing procedures at both the collection agency and testing facility selected by the Authority.

Section 11. *Disciplinary Procedure*

In the event that violations of the statute and/or policy and memorandum procedures contained herein, the following disciplinary action will take place:

Positive Alcohol Test

.02-.039 Concentration

| | |
|---------------|------------------------------------------------------------------------|
| First Offense | Removed from safety sensitive position for 24 hours Written warning |
|---------------|------------------------------------------------------------------------|

| | |
|-----------------------------------------------------------------------------------------------------------------------|----------------|
| Second Offense | EAP enrollment |
| If an employee fails to comply with the recommended treatment, he will be subject to a 1-week suspension without pay. | |

| | |
|---------------|-------------------------------|
| Third Offense | 30-day suspension without pay |
|---------------|-------------------------------|

| | |
|----------------|---------------------------------------------------------------|
| Fourth Offense | Article IV, Section 7 of this Collective Bargaining Agreement |
|----------------|---------------------------------------------------------------|

.04 or above Concentration

| | |
|---------------|-------------------------------|
| First Offense | 1-week suspension without pay |
|---------------|-------------------------------|

| | |
|----------------|-------------------------------|
| Second Offense | 30-day suspension without pay |
|----------------|-------------------------------|

| | |
|---------------|-------------------------------|
| Third Offense | 60-day suspension without pay |
|---------------|-------------------------------|

| | |
|----------------|---------------------------------------------------------------|
| Fourth Offense | Article IV, Section 7 of this Collective Bargaining Agreement |
|----------------|---------------------------------------------------------------|

| | |
|--------------------|---------------------------------------------------------------|
| Positive Drug Test | |
| First Offense | 30-day suspension without pay |
| Second Offense | 60-day suspension without pay |
| Third Offense | Article IV, Section 7 of this Collective Bargaining Agreement |

In the event an employee tests positive for drug or alcohol use after an accident or safety related incident, the Authority reserves the right to initiate disciplinary action Article IV, Section 7 of this Collective Bargaining Agreement.

In the event that the Medical Review Officer (MRO) notifies the Authority that the urine specimen proffered by an employee has been rejected for testing, is unsuitable for testing or that the employee has submitted a specimen that is unsuitable, inconsistent with human urine, adulterated, substituted, out of temperature range or that the employee refuses to test (shy bladder, refuses to drink fluids or provide a new urine specimen), the notification will be treated as a positive drug test and the appropriate offense, as referenced above, will be imposed.

If the MRO determines that the specimen is rejected for testing due to collection error, the MRO, after informing the Authority of the collection error, will offer an immediate retest at the expense of the Authority.

In all cases, if the urine sample proffered by an employee has been rejected for testing as unsuitable for testing, as outlined above, the employee will be offered an opportunity to have a second test performed using hair sampling. If the employee refuses a hair sampling test or the resultant findings are positive, the appropriate penalty, as referenced above, will be imposed. If the findings are negative, the results from the hair sampling test are the determinant result.

In all cases, employees will be offered an opportunity to present legitimate medical explanation to the Medical Review Officer (MRO). If the employee provides an acceptable explanation and/or a prescription, he/she will be offered an immediate retest at the expense of the Authority.

Section 12. Annual Review

This Agreement is subject to an annual review by all Parties concerned as to provisions and procedures contained herein.

Section 13. Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this memorandum of agreement to be signed by their respective representatives on February 5, 1997 and modified on

For: NEW YORK STATE COUNCIL 66
AND LOCAL 930, AFSCME
AMERICAN FEDERATION OF
LABOR AND CONGRESS OF
INDUSTRIAL ORGANIZATIONS

For: ERIE COUNTY WATER
AUTHORITY

DATE: December 9th, 2011

APPENDIX F - MEMORANDUM OF AGREEMENT BETWEEN ERIE COUNTY WATER AUTHORITY AND BROTHERHOOD OF WESTERN NEW YORK WATER WORKERS, AFL-CIO

The Erie County Water Authority, hereinafter referred to as the "Authority", and Brotherhood of Western New York Water Workers, AFL-CIO, hereinafter referred to as the "Union" are parties to a Collective Bargaining Agreement. As a result of title changes within the Line Maintenance Department, the Union and the Authority have negotiated and agree to the following:

- A. Effective January 1, 2012, the title of Skilled Water Utility Worker shall be eliminated and the title of Line Maintenance Operator will be created.
- B. The following employees shall be appointed to the position of Line Maintenance Operator effective January 1, 2012: These employees shall not lose any seniority, years of service, increments, or longevity.

| Employee | Date of Hire |
|-----------------|--------------|
| Roy Chaffee | 12/3/80 |
| Mark Alba | 4/11/83 |
| Kirk Klein | 12/3/90 |
| James Garvey | 1/3/94 |
| Bart Dietz | 7/31/00 |
| Timothy Tomasik | 2/20/01 |
| Russell McCleod | 8/23/04 |

- C. A Line Maintenance Operator must possess a Class "A" license. A Line Maintenance Operator must inform the Authority's Human Resources Department immediately upon the loss of the Line Maintenance Operator's Class "A" license.
- D. Individuals that held the title of Skilled Water Utility Worker prior to January 1, 2012, but are not appointed to the position of Line Maintenance Operator on January 1, 2012 shall be returned to the position of Water Utility Worker on January 1, 2012 with no loss of seniority, years of service, increments, and longevity. These employees shall be paid at the rate of a Water Utility Worker at the same steps and increments that they were at while a Skilled Water Utility Worker.
- E. Overall seniority with the Authority shall be used when making determinations with respect to Job assignments for Water Utility Workers and Line Maintenance Operators. A Water Utility Worker must possess a Class A license in order to bid on a Line Crew Repair Truck or Auxiliary Truck.
- F. The Authority shall retain all rights of management with respect to the posting of assignments and the determination of qualifications.
- G. The Authority shall have the sole and exclusive authority to determine the number of Line Maintenance Operators and/or Water Utility Workers that it employs.

- H. The Union agrees that the Authority may establish and amend a Training Program and Selection Criteria that it shall use in the selection of individuals to fill vacancies in the position of Line Maintenance Operator without any further negotiations or discussions with the Union. The Union agrees that the Authority has satisfied its duty to bargain over the establishment for a training program for the Line Maintenance Operator position as well as selection criteria that the Authority may use to select individuals to fill Line Maintenance Operator vacancies. Effective January 1, 2012, the Skilled Water Utility Worker Training Program shall become the Line Maintenance Operator Training Program.
- I. Future vacancies in the position of Line Maintenance Operator shall be filled at the sole discretion of the Authority from among employees that meet the selection criteria established by the Authority. Seniority for all Line Maintenance Operators will be based on overall seniority with the Authority.
- J. It is agreed and understood that in order to be eligible to bid on the assignment of duty man, either on a permanent or temporary basis, an employee must have at least five (5) years of service with the Authority and possess a Class "A" license. In the event that an insufficient number of eligible employees bid on the duty man position, the least senior qualified employees will be forced to fill the required number of vacancies.
- K. In the event that the collective bargaining agreement refers to a "Skilled Laborer" or "Skilled Water Utility Worker" in any other provision, "Line Maintenance Operator" shall be substituted for "Skilled Laborer" or "Skilled Water Utility Worker".
- L. The Union agrees to withdraw all pending grievances and demands for arbitration with prejudice.
- M. The implementation of this provision shall be consistent with the terms of the collective bargaining agreement.
- N. This Agreement resolves all outstanding proposals of both parties for a new collective bargaining agreement.
- O. If for any reason a manpower shortage occurs during the staffing of a Line Maintenance repair crew on a day-to-day basis, the Authority will utilize the overtime provisions outlined in this contract before contacting a contractor.

MEMORANDUM OF AGREEMENT

By and Between

The Erie County Water Authority (hereinafter referred to as "The Authority")

And

The Brotherhood of WNY Water Workers, representing the Blue Collar Employees of the Erie County Water Authority (hereinafter referred to collectively as "The Brotherhood") hereby agree as follows:

WHEREAS, the Authority desires to create a Facilities Maintenance and Repair Unit (Maintenance Unit), which will include, but are not limited to, Brotherhood members who hold the title of: Control Operator, Water Treatment Plant Operator, Pump Mechanic and Diesel Generator Mechanic, or other employees deemed necessary by the Authority; and

WHEREAS, the work performed by members of the Maintenance Unit will be conducted at any and all Authority facilities; and

WHEREAS, it is the intention of the Authority to fill all of the aforementioned titled positions, within the unit, by seniority bid; and

WHEREAS, it is not the intention of the Authority to utilize the creation of this new work unit to eliminate individuals in encumbered positions in the aforementioned job titles;

NOW, THEREFORE BE IT AGREED, the following:

1. Brotherhood members holding the title of Control Operator and Water Treatment Plant Operator will be entitled to bid on designated shift positions, within their title, at the Sturgeon Point Water Treatment Plant, the Van de Water Treatment Plant or the Maintenance Unit. Bidding for Water Treatment Plant Operator and Control Operator positions on the Maintenance Unit will be conducted in conjunction with the bidding of these positions at the water treatment plants.
2. With respect to the number of Water Treatment Plant Operators at the Van de Water Treatment Plant, the Authority agrees to provide two (2) Water Treatment Plant Operators on each shift through and including June 2, 2019. After such time, or at an earlier time mutually agreed to by the parties, the Van de Water Treatment Plant will have one (1) Water Treatment Plant Operator and one (1) Control Operator bid on each shift. The Sturgeon Point Water Treatment Plant will have two (2) Water

Treatment Plant Operators bid on each shift. The Water Plant Helper positions will not be affected by this agreement. Each water treatment plant will also have a Relief Water Treatment Plant Operator Position.

3. For bidding purposes, it shall be understood that Water Treatment Plant Operators shall be bidding for shifts at one home treatment plant only. It is also understood that overtime opportunities for Water Treatment Plant Operators shall be at their one/home treatment plant. This should not preclude overtime opportunities for the Water Treatment Plant Operators who are assigned to the maintenance crew.
4. The work performed by members of the Maintenance Unit will incorporate all of the typical work activities of all of the titles within the unit and will necessitate an overlap of job duties. However, it is understood that certain responsibilities, such as maintaining and calibrating chlorine equipment, among other responsibilities, will be performed by employees who possess the proper, necessary training and licenses to perform the work. Daily work assignments will be the prerogative of the unit head. Further, employees serving in SCADA positions may also be required to perform maintenance duties.
5. The Authority will promote and encourage members of the Maintenance Unit to receive cross training for the titles within the unit to enhance efficiency and the public safety of the water system. Maintenance Unit supervision will encourage the pairing of employees in a manner to promote this cross training.
6. At this time, members of the Maintenance Unit, not on SCADA assignment, will report to the Service Center at the start of their shift. With prior mutual consent between unit members and supervision, when appropriate and able to promote efficiency, work site reporting will be permitted.
7. Nothing in this Agreement shall limit the Authority's right to exercise its managerial right to determine the number of employees necessary to carry out its mission, including the right to reduce the number of employees performing Maintenance Unit Work. Further, nothing in this Agreement shall limit the Authority's right to discipline and discharge employees in the job titles referenced in this Agreement.
8. In the event of a conflict between the terms of this Agreement and the Civil Service Law of the State of New York, the provisions of the Civil Service Law shall supersede and replace the conflicting provisions of this Agreement.

9. Any alleged violations of this Agreement shall be subject to the parties' contractual grievance procedure .

10. In consideration for the Brotherhood's agreement to the terms and requirements of this Memorandum of Agreement, each Water Treatment Plant Operator and Control Operator shall receive a one-time fifty cents (\$.50) per hour increase in their base hourly salary rate.

11. In further consideration of the Brotherhood's agreement to the terms and requirements of this Memorandum of Agreement, the Authority shall pay for up to thirty (30) hours of Authority-approved training, including necessary license renewal training, for each Control Operator and Water Treatment Plant Operator during every three (3) year period.

IN WITNESS WHEREOF,

FOR THE AUTHORITY

FOR THE BROTHERHOOD OF
WNY WATER WORKERS

Date

Date

Date

Date