

**AGREEMENT**

**between**

**BUFFALO SEWER AUTHORITY**

**and**

**CIVIL SERVICE EMPLOYEES ASSOCIATION,  
LOCAL 1000 AFSCME, AFL-CIO**

**BUFFALO SEWER AUTHORITY  
LOCAL 815, UNIT 6715**



**July 1, 2014 – June 30, 2018**





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## **PREAMBLE**

**THIS AGREEMENT** entered into by the **BUFFALO SEWER AUTHORITY**, Buffalo, New York (hereinafter referred to as the "Employer"), and the **CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, AFSCME, AFL-CIO** (hereinafter referred to as "C.S.E.A." or the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I - APPLICABLE LAW**

The Public Employees Fair Employment Act, the other provisions of the Civil Service Law, and the laws governing the Authority, not inconsistent with said Act and the Civil Service Law, govern the terms and provisions of the Agreement.

## **ARTICLE II - RECOGNITION AND FAIR PRACTICES**

### **Section 1 Recognition**

The Authority recognizes the Union as the sole and exclusive negotiating representative for all the employees in Units "A" and "C" as shown in the Schedule of Job Classification Plan of the Authority.

### **Section 2 Union Dues**

The Authority agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer, and to maintain such dues deductions in accordance with the terms and conditions of the form of authorization for payroll deductions of Union Dues Form provided by the Union from the pay of all employees who have executed such authorization and remit the amount deducted on a monthly basis to the designated financial officer.

### **Section 3 Exclusivity**

The Authority agrees that the Union shall be the exclusive negotiating representative for all the employees in bargaining Units "A" and "C" for the purpose of negotiations and representation from the 1<sup>st</sup> day of July, 2014 until the 30<sup>th</sup> day of June, 2018.

### **Section 4 Affirmation - No Strike/No Lockout**

The Union affirms that it does not assert the right and will not assert the right to strike against the Authority, nor to assist or participate in any such strike, nor to counsel, advise, urge and impose upon its members an obligation to conduct, assist or participate in such a strike.

In the event the Union or any of its members shall violate any of the provisions of this section, the Union or its said members shall be subject to all the penalties imposed by law.

The Authority, its agents and/or representatives agree not to lockout any employees covered by the terms and conditions of employment set forth in this contract.

## **Section 5    Discrimination - CSEA**

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

## **Section 6    Discrimination - BSA**

The Authority agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, age, disability, sex or marital status, or membership or participation in or association with the activities of any employee organization.

## **Section 7    Management Rights**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Buffalo Sewer Authority, including, but not limited to, the right to determine the mission, methods, purposes, and objectives of the Buffalo Sewer Authority, to include the examination, selection, recruitment, hiring, or promotion of employees pursuant to law, to establish specifications for each class of positions and to classify or reclassify and to allocate new or existing positions in accordance with law, and to discipline or discharge employees in accordance with law, and the provisions of this Agreement are retained by it.

## **Section 8    Employee Rights**

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

An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.

An employee shall be entitled to Union representation at each stage of disciplinary proceeding brought pursuant to Section 75 of the Civil Service Law.

No employee shall be required by the Employer to submit to an interrogation after charges under Section 75 have been served unless he is afforded the opportunity of having a Union representative present.

No recording devices of any kind shall be used during such interrogation unless the Union is made aware of the fact prior to such interrogation.

In all disciplinary hearings under Section 75 the employee shall be presumed innocent until proven guilty, and

An employee shall not be coerced or intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under the Agreement.

## **Section 9 Productivity**

The Union recognizes the necessity of continuous improvement in productivity throughout the Employer's operations covered by this collective bargaining agreement, and in this connection it will urge its representatives and members to cooperate with the Employer in accomplishing this result.

## **Section 10 Residence**

Residency in the City of Buffalo, or in a suburban area of the City of Buffalo under contract with the Buffalo Sewer Authority for use of its treatment facilities, shall be a condition of employment for all employees hired on or after July 1, 1990. Employees hired prior to July 1, 1990 may reside outside the City of Buffalo or areas served by the Buffalo Sewer Authority and such residence shall not be a bar to promotion or appointment.

Under this provision, a residency waiver shall be granted to qualified candidates for positions of higher skill and/or technical nature, until permanent appointment, after all efforts to adhere to selecting qualified candidates that meet current contractual residency requirements have been exhausted in compliance with local civil service rules. The employee must reside in the City of Buffalo within six (6) months of permanent appointment as a condition of employment.

## **Section 11 Agency Shop**

All present or future employees who are not covered by this Agreement and who do not make application for membership in the C.S.E.A., shall pay a service charge each pay period in an amount equal to the regular bi-weekly dues of the C.S.E.A.

## **Section 12 Definitions and Rules of Application**

(a) Employee. Unless otherwise specified, "employee" refers only to permanent, temporary or provisional personnel employed by the Buffalo Sewer Authority. Permanent, temporary and provisional employment is defined by the New York State Civil Service Commission.

(b) Date of Hire. An individual's "date of hire" is the date he or she first became an employee of the Buffalo Sewer Authority.

(c) Continuous Service. The term "continuous service" refers to the employment of an employee by the Buffalo Sewer Authority from his or her date of hire until the occurrence of a break in service.

(d) Break in Service. A "break in service" is the termination of an individual's employment and occurs for any of the following reasons:

1. Voluntary resignation, unless restored to the payroll within one (1) year, in accordance with Civil Service Rule 25;



2. Retirement;
3. Discharge for cause; or
4. Failure to report for work, including failure to report for duty upon the expiration of any excused absence, for ten (10) consecutive working days without having notified and been excused by the General Manager, Treatment Plant Superintendent or Director of Maintenance. If an individual has a break in service and is subsequently re-employed by the Authority, his or her date of hire shall be the date of subsequent hiring.

(e) Probation. An employee is on probation until he or she has completed six (6) months of continuous service. During the probationary period of employment, and except to the extent permitted elsewhere in this Agreement, an employee is not entitled to receive fringe benefits provided by this contract. Upon successful completion of the probationary period, an employee will be credited for continuous service from date of hire for purposes of entitlement to paid vacation and personal sick leave credits.

### **Section 13 Job Posting(s) for Competitive Class Positions**

All vacancies in the competitive class shall be posted on designated bulletin boards for ten (10) working days prior to the position being filled in accordance with Civil Service rules. The vacancy shall state the civil service position, department, location (City Hall, Sewage Treatment Plant), hours of work and the shift (if applicable). Any employee interested in the vacancy shall submit a written letter of interest for the position to the General Manager or his/her designee within ten (10) working days following the announcement of the vacancy. After written letters of interest for the position have been filed with the General Manager or his/her designee, the vacancy shall be filled utilizing the following procedure:

1. First preference shall be given those employees presently working for the Employer to which the vacancy would result in a lateral transfer. The employee's job title and pay rate would remain the same. If more than one employee submits a request for a lateral transfer, the most senior qualified employee will be given the transfer.
2. Second preference for competitive class positions shall be filled according to Civil Service Law. The salary shall be in accordance with the contract.

### **Section 14 Notification**

The Authority agrees to provide written or electronic notification to the CSEA Unit President when a new employee is hired into a CSEA bargaining unit position at the time of such hiring. Such written notification shall include the employee's name and job title.

## **ARTICLE III - SALARIES AND OTHER CONDITIONS OF EMPLOYMENT**

## **Section 1 Wages**

- (a) Each employee covered by this Agreement shall receive a salary increase of two percent (2.0%) retroactive to July 1, 2014.
- (b) Each employee covered by this Agreement shall receive a salary increase of two percent (2.0%) effective July 1, 2015.
- (c) Each employee covered by this Agreement shall receive a salary increase of two percent (2.0%) retroactive to July 1, 2016.
- (d) Each employee covered by this Agreement shall receive a salary increase of two percent (2.0%) effective July 1, 2017.
- (e) As soon as practicable, following the successful ratification of the 2014 through 2018 agreement, each actively employed CSEA bargaining unit employee shall receive a one-time, non-cumulative bonus of one thousand dollars (\$1,000.00).
- (f) Increment. Each employee covered under this Contract who has not reached the maximum step shall receive step increments in accordance with Subdivision C of Section 1 of Article V of this Agreement.
- (g) Effective July 1, 2009, and annually thereafter, the Authority agrees to reimburse Chief Stationary Engineers their license renewal fee.

## **Section 2 Contract**

CSEA will prepare at its expense and distribute to each permanent Civil Service employee a copy of this contract within ninety (90) days of the date of signing.

## **Section 3 Sick Leave and Vacation Credits**

Both sick leave credits and vacation credits shall be deemed to have been earned if an employee receives his regular salary from the Authority for at least fifteen (15) days in a calendar month.

**CSEA SALARY SCHEDULE – EFFECTIVE JULY 1, 2014**  
(July 1, 2013 Salary plus 2.00%)

<u>SCHEDULE</u>	<u>JOB GROUP</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>MAXIMUM</u>
	II	\$ 34,071	\$ 35,118	\$ 36,165	\$ 37,323	\$ 38,480
M01	III	\$ 35,676	\$ 36,766	\$ 37,854	\$ 39,058	\$ 40,260
M02	IV	\$ 36,677	\$ 37,812	\$ 38,944	\$ 40,196	\$ 41,446
M03	V	\$ 37,205	\$ 38,473	\$ 39,739	\$ 41,106	\$ 42,469
M04	VI	\$ 38,587	\$ 39,997	\$ 41,405	\$ 42,932	\$ 44,458
M05	VII	\$ 40,046	\$ 41,665	\$ 43,285	\$ 45,016	\$ 46,747
M06	VIII	\$ 42,243	\$ 44,028	\$ 45,810	\$ 47,699	\$ 49,589
M07	IX	\$ 44,375	\$ 46,343	\$ 48,309	\$ 50,382	\$ 52,453
M08	IXA	\$ 45,042	\$ 47,070	\$ 49,098	\$ 51,240	\$ 53,380
M09	X	\$ 47,499	\$ 49,793	\$ 52,086	\$ 54,522	\$ 56,956
M10	XA	\$ 48,660	\$ 51,055	\$ 53,450	\$ 55,997	\$ 58,545
M11	XI	\$ 50,650	\$ 53,227	\$ 55,805	\$ 58,610	\$ 61,414
M12	XIA	\$ 53,656	\$ 56,390	\$ 59,124	\$ 62,044	\$ 64,965
M13	XII	\$ 55,395	\$ 58,486	\$ 61,578	\$ 64,808	\$ 68,037
M14	XIIA	\$ 57,146	\$ 60,322	\$ 63,497	\$ 66,777	\$ 70,055
M15	XIII	\$ 60,620	\$ 64,138	\$ 67,653	\$ 71,291	\$ 74,926
M16	XIIIA	\$ 65,162	\$ 68,727	\$ 72,291	\$ 75,969	\$ 79,647
M17	XIV	\$ 67,308	\$ 71,228	\$ 75,120	\$ 79,195	\$ 83,241
M18	XIVA	\$ 69,229	\$ 73,401	\$ 77,573	\$ 81,840	\$ 86,108
M19	XV	\$ 74,775	\$ 79,157	\$ 83,539	\$ 88,029	\$ 92,519
M20	XVI	\$ 83,258	\$ 88,236	\$ 93,213	\$ 98,290	\$ 103,368
M21	XVIII	\$ 97,571	\$ 102,870	\$ 108,167	\$ 114,129	\$ 120,089
M22	XIVB					\$ 88,797
M23	XIVC					\$ 89,594
M24	XB					\$ 59,380
M25	Xb	\$ 49,078	\$ 51,653	\$ 54,229	\$ 56,806	\$ 59,380
M29	XIIIB					\$ 79,433
M30	XVA	\$ 41,374	\$ 42,974	\$ 44,572	\$ 46,174	\$ 47,775
M31	XIa	\$ 53,066	\$ 55,460	\$ 57,851	\$ 60,405	\$ 62,960
M32	XID	\$ 27,200	\$ 28,398	\$ 29,595	\$ 30,868	\$ 32,142
M33	XIB	\$ 54,264	\$ 57,092	\$ 59,920	\$ 62,902	\$ 65,884
M34	XIVD	\$ 76,606	\$ 79,809	\$ 83,014	\$ 86,216	\$ 89,416
M35	XVIII	\$ 90,567	\$ 95,965	\$ 101,362	\$ 106,877	\$ 112,392
M36	XVB					\$ 93,916
M37	XIb					\$ 62,611
M38	VIIIA					\$ 50,087
M39*	XIIIB	\$ 60,620	\$ 64,138	\$ 67,653	\$ 71,291	\$ 74,926
M40	VIA					\$ 45,685

**CSEA SALARY SCHEDULE – EFFECTIVE JULY 1, 2015**  
(July 1, 2014 Salary plus 2.00%)

<u>SCHEDULE</u>	<u>JOB GROUP</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>MAXIMUM</u>
	II	\$ 34,752	\$ 35,820	\$ 36,889	\$ 38,070	\$ 39,250
M01	III	\$ 36,390	\$ 37,501	\$ 38,611	\$ 39,839	\$ 41,066
M02	IV	\$ 37,411	\$ 38,569	\$ 39,723	\$ 41,000	\$ 42,275
M03	V	\$ 37,949	\$ 39,242	\$ 40,534	\$ 41,928	\$ 43,319
M04	VI	\$ 39,359	\$ 40,797	\$ 42,233	\$ 43,791	\$ 45,348
M05	VII	\$ 40,847	\$ 42,498	\$ 44,150	\$ 45,916	\$ 47,682
M06	VIII	\$ 43,088	\$ 44,908	\$ 46,726	\$ 48,653	\$ 50,580
M07	IX	\$ 45,263	\$ 47,269	\$ 49,275	\$ 51,390	\$ 53,502
M08	IXA	\$ 45,943	\$ 48,011	\$ 50,079	\$ 52,264	\$ 54,447
M09	X	\$ 48,449	\$ 50,788	\$ 53,127	\$ 55,613	\$ 58,095
M10	XA	\$ 49,633	\$ 52,076	\$ 54,518	\$ 57,117	\$ 59,716
M11	XI	\$ 51,663	\$ 54,291	\$ 56,921	\$ 59,782	\$ 62,642
M12	XIA	\$ 54,729	\$ 57,517	\$ 60,306	\$ 63,285	\$ 66,264
M13	XII	\$ 56,503	\$ 59,656	\$ 62,810	\$ 66,104	\$ 69,398
M14	XIIA	\$ 58,289	\$ 61,529	\$ 64,767	\$ 68,113	\$ 71,456
M15	XIII	\$ 61,832	\$ 65,420	\$ 69,006	\$ 72,717	\$ 76,425
M16	XIIIA	\$ 66,466	\$ 70,101	\$ 73,737	\$ 77,488	\$ 81,240
M17	XIV	\$ 68,654	\$ 72,652	\$ 76,622	\$ 80,779	\$ 84,906
M18	XIVA	\$ 70,614	\$ 74,869	\$ 79,125	\$ 83,477	\$ 87,830
M19	XV	\$ 76,270	\$ 80,740	\$ 85,210	\$ 89,790	\$ 94,369
M20	XVI	\$ 84,923	\$ 90,001	\$ 95,077	\$ 100,256	\$ 105,435
M21	XVIII	\$ 99,522	\$ 104,927	\$ 110,331	\$ 116,411	\$ 122,491
M22	XIVB					\$ 90,573
M23	XIVC					\$ 91,386
M24	XB					\$ 60,567
M25	Xb	\$ 50,059	\$ 52,686	\$ 55,313	\$ 57,942	\$ 60,567
M29	XIIIB					\$ 81,022
M30	XVA	\$ 42,201	\$ 43,833	\$ 45,463	\$ 47,097	\$ 48,731
M31	XIa	\$ 54,127	\$ 56,569	\$ 59,008	\$ 61,613	\$ 64,219
M32	XID	\$ 27,744	\$ 28,966	\$ 30,187	\$ 31,485	\$ 32,785
M33	XIB	\$ 55,349	\$ 58,234	\$ 61,118	\$ 64,160	\$ 67,202
M34	XIVD	\$ 78,138	\$ 81,405	\$ 84,674	\$ 87,940	\$ 91,204
M35	XVIII	\$ 92,378	\$ 97,885	\$ 103,389	\$ 109,015	\$ 114,640
M36	XVB					\$ 95,794
M37	XIb					\$ 63,863
M38	VIIIA					\$ 51,089
M39*	XIIIB	\$ 61,832	\$ 65,420	\$ 69,006	\$ 72,717	\$ 76,425
M40	VIA					\$ 46,599

**CSEA SALARY SCHEDULE – EFFECTIVE JULY 1, 2016**  
(July 1, 2015 Salary plus 2.00%)

<u>SCHEDULE</u>	<u>JOB GROUP</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>MAXIMUM</u>
	II	\$ 35,447	\$ 36,536	\$ 37,626	\$ 38,831	\$ 40,035
M01	III	\$ 37,118	\$ 38,251	\$ 39,383	\$ 40,636	\$ 41,887
M02	IV	\$ 38,159	\$ 39,340	\$ 40,518	\$ 41,820	\$ 43,121
M03	V	\$ 38,708	\$ 40,027	\$ 41,345	\$ 42,767	\$ 44,185
M04	VI	\$ 40,146	\$ 41,613	\$ 43,078	\$ 44,667	\$ 46,254
M05	VII	\$ 41,664	\$ 43,348	\$ 45,034	\$ 46,835	\$ 48,636
M06	VIII	\$ 43,950	\$ 45,806	\$ 47,661	\$ 49,626	\$ 51,592
M07	IX	\$ 46,168	\$ 48,215	\$ 50,261	\$ 52,418	\$ 54,572
M08	IXA	\$ 46,862	\$ 48,971	\$ 51,081	\$ 53,310	\$ 55,536
M09	X	\$ 49,418	\$ 51,804	\$ 54,190	\$ 56,725	\$ 59,257
M10	XA	\$ 50,625	\$ 53,117	\$ 55,609	\$ 58,260	\$ 60,911
M11	XI	\$ 52,696	\$ 55,377	\$ 58,059	\$ 60,978	\$ 63,895
M12	XIA	\$ 55,823	\$ 58,668	\$ 61,512	\$ 64,551	\$ 67,589
M13	XII	\$ 57,633	\$ 60,849	\$ 64,066	\$ 67,426	\$ 70,786
M14	XIIA	\$ 59,455	\$ 62,759	\$ 66,062	\$ 69,475	\$ 72,886
M15	XIII	\$ 63,069	\$ 66,729	\$ 70,386	\$ 74,171	\$ 77,954
M16	XIIIA	\$ 67,795	\$ 71,503	\$ 75,212	\$ 79,038	\$ 82,865
M17	XIV	\$ 70,027	\$ 74,105	\$ 78,155	\$ 82,395	\$ 86,604
M18	XIVA	\$ 72,026	\$ 76,367	\$ 80,707	\$ 85,146	\$ 89,586
M19	XV	\$ 77,795	\$ 82,355	\$ 86,914	\$ 91,586	\$ 96,256
M20	XVI	\$ 86,622	\$ 91,801	\$ 96,978	\$ 102,261	\$ 107,544
M21	XVIII	\$ 101,513	\$ 107,025	\$ 112,537	\$ 118,740	\$ 124,941
M22	XIVB					\$ 92,385
M23	XIVC					\$ 93,214
M24	XB					\$ 61,779
M25	Xb	\$ 51,060	\$ 53,740	\$ 56,420	\$ 59,101	\$ 61,779
M29	XIIIB					\$ 82,643
M30	XVA	\$ 43,045	\$ 44,710	\$ 46,372	\$ 48,039	\$ 49,705
M31	XIa	\$ 55,209	\$ 57,700	\$ 60,189	\$ 62,845	\$ 65,503
M32	XID	\$ 28,299	\$ 29,545	\$ 30,791	\$ 32,115	\$ 33,441
M33	XIB	\$ 56,456	\$ 59,398	\$ 62,341	\$ 65,443	\$ 68,546
M34	XIVD	\$ 79,701	\$ 83,033	\$ 86,367	\$ 89,699	\$ 93,029
M35	XVIII	\$ 94,226	\$ 99,842	\$ 105,457	\$ 111,195	\$ 116,933
M36	XVB					\$ 97,710
M37	XIb					\$ 65,141
M38	VIIIA					\$ 52,110
M39*	XIIIB	\$ 63,069	\$ 66,729	\$ 70,386	\$ 74,171	\$ 77,954
M40	VIA					\$ 47,531

**CSEA SALARY SCHEDULE – EFFECTIVE JULY 1, 2017**  
(July 1, 2016 Salary plus 2.00%)

<u>SCHEDULE</u>	<u>JOB GROUP</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>MAXIMUM</u>
	II	\$ 36,156	\$ 37,267	\$ 38,379	\$ 39,608	\$ 40,836
M01	III	\$ 37,860	\$ 39,016	\$ 40,171	\$ 41,448	\$ 42,725
M02	IV	\$ 38,922	\$ 40,127	\$ 41,328	\$ 42,656	\$ 43,983
M03	V	\$ 39,482	\$ 40,828	\$ 42,171	\$ 43,622	\$ 45,069
M04	VI	\$ 40,949	\$ 42,445	\$ 43,939	\$ 45,560	\$ 47,180
M05	VII	\$ 42,497	\$ 44,215	\$ 45,934	\$ 47,771	\$ 49,609
M06	VIII	\$ 44,829	\$ 46,722	\$ 48,614	\$ 50,619	\$ 52,624
M07	IX	\$ 47,091	\$ 49,179	\$ 51,266	\$ 53,466	\$ 55,663
M08	IXA	\$ 47,799	\$ 49,951	\$ 52,103	\$ 54,376	\$ 56,647
M09	X	\$ 50,407	\$ 52,840	\$ 55,274	\$ 57,859	\$ 60,442
M10	XA	\$ 51,638	\$ 54,179	\$ 56,721	\$ 59,425	\$ 62,129
M11	XI	\$ 53,750	\$ 56,485	\$ 59,221	\$ 62,197	\$ 65,173
M12	XIA	\$ 56,940	\$ 59,841	\$ 62,743	\$ 65,842	\$ 68,941
M13	XII	\$ 58,786	\$ 62,066	\$ 65,347	\$ 68,774	\$ 72,201
M14	XIIA	\$ 60,644	\$ 64,015	\$ 67,383	\$ 70,864	\$ 74,343
M15	XIII	\$ 64,330	\$ 68,063	\$ 71,794	\$ 75,655	\$ 79,513
M16	XIIIA	\$ 69,151	\$ 72,933	\$ 76,716	\$ 80,619	\$ 84,522
M17	XIV	\$ 71,427	\$ 75,588	\$ 79,718	\$ 84,043	\$ 88,336
M18	XIVA	\$ 73,467	\$ 77,894	\$ 82,321	\$ 86,849	\$ 91,378
M19	XV	\$ 79,351	\$ 84,002	\$ 88,652	\$ 93,417	\$ 98,181
M20	XVI	\$ 88,354	\$ 93,637	\$ 98,918	\$ 104,306	\$ 109,695
M21	XVIII	\$ 103,543	\$ 109,166	\$ 114,788	\$ 121,114	\$ 127,440
M22	XIVB					\$ 94,232
M23	XIVC					\$ 95,078
M24	XB					\$ 63,014
M25	Xb	\$ 52,082	\$ 54,814	\$ 57,548	\$ 60,283	\$ 63,014
M29	XIIIB					\$ 84,295
M30	XVA	\$ 43,906	\$ 45,604	\$ 47,300	\$ 49,000	\$ 50,699
M31	XIa	\$ 56,314	\$ 58,854	\$ 61,392	\$ 64,102	\$ 66,813
M32	XID	\$ 28,865	\$ 30,136	\$ 31,407	\$ 32,757	\$ 34,109
M33	XIB	\$ 57,586	\$ 60,586	\$ 63,587	\$ 66,752	\$ 69,917
M34	XIVD	\$ 81,295	\$ 84,694	\$ 88,095	\$ 91,493	\$ 94,889
M35	XVIII	\$ 96,110	\$ 101,839	\$ 107,566	\$ 113,419	\$ 119,272
M36	XVB					\$ 99,664
M37	XIb					\$ 66,444
M38	VIIIA					\$ 53,153
M39*	XIIIB	\$ 64,330	\$ 68,063	\$ 71,794	\$ 75,655	\$ 79,513
M40	VIA					\$ 48,481

## ARTICLE V - JOB CLASSIFICATION SCHEDULE - APPLICATION OF SCHEDULE

### Section 1 Schedule

(a) **Start.** All new employees hired shall be paid at the minimum salary for such position as set forth in the salary schedule section of this Agreement for that particular position.

(b) **Rate of Pay on Promotions.** An employee promoted from one job grade to a higher grade within the promotional ladder, as determined by the Civil Service Commission Rules, shall receive the step in the higher grade job which he enjoyed in the job grade from which he was promoted.

(c) **Step Increment.** On approval of the General Manager, give each employee who is performing satisfactory service a one-step increment effective at the beginning of the payroll period occurring on or immediately subsequent to the first anniversary date of his employment. The subsequent increment shall be automatic.

(d) **Re-examination Procedures.** Job Group Allocations are based upon duties being performed as recited by an employee on his questionnaire, the comments of his immediate superior and the Department Head, plus other information obtained in a job classification and salary study.

The Job Group Allocation is based on the duties of the specific job, not the length of service or efficiency or personal ability. Any request for re-examination of such allocation should likewise be based only on facts about the specific job duties.

(e) **Anniversary Date.** Promotion to a new position shall require a change in the employee's anniversary date to that of the date when the promotion occurred for the purpose of incremental increases only.

(f) **Titles of Positions and Allocation to Job Groups.** The following titles of positions in the Buffalo Sewer Authority are hereby allocated to job groups as set forth below:

**Job Group No. III**

Clerk A

Typist A

**Job Group No. IV**

**Job Group No. V**

Account Clerk Typist A

Engineering Aide A

**Job Group No. VII**

Senior Account Clerk Typist A

Senior Clerk A

Field Technician (WPC) A

Job Group No. VIII

Senior Field Technician	A
Associate Account Clerk	A

Job Group No. IX

Labor Supervisor I	A
Investigator (BSA)	A
Legal Investigator	A
Workmen's Compensation Analyst	A

Job Group No. IXA

Asst. Sanitary Chemist	A
Sewer Maintenance Supervisor I	C

Job Group No. X

Jr. Sanitary Engineer	A
Principal Clerk	A
Preventive Maintenance Coordinator (BSA)	A

Job Group No. XA

Senior Accountant	C
Sewer Construction Inspector	A
Assistant Computer Programmer	A

Job Group No. XB

Job Group No. Xb

Special Assistant (BSA)	A
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Job Group No. XI

Administrative Assistant	C
Assistant Sanitary Engineer	A

Job Group No. XIa

Asst. Supervisor of Fixed Assets & Inventory	A
Assistant Shift Superintendent (Sewage Treatment)	C
Assistant Computer Systems Engineer Coordinator	A
Assistant Sewer Maintenance Superintendent	A

Job Group No. XIA

Job Group No. XIB

Sanitary Chemist	A
Supervisor of Grounds I	C



Job Group No. XID

Job Group No. XII

Senior Instrument Technician C

Job Group No. XIIA

Chief Sewer Construction Inspector C

Senior Sanitary Engineer C

Senior Sanitary Chemist C

Supervising Accountant C

Senior Administrative Assistant C

Safety Officer A

Job Group No. XIII

Computer Systems Engineer Coordinator A

Principal Chief Stationary Engineer C

Senior Sanitary Engineering Supervisor C

Shift Superintendent (Sewage Treatment) C

Job Group No. XIIB

Assistant Superintendent of Mechanical Maintenance

Job Group No. XIV

Associate Chemist C

Job Group No. XIVA

Assistant Treatment Plant Superintendent C

Superintendent of Mechanical Maintenance C

Director of Laboratory (Sewer Authority) C

Job Group No. XIVD

Job Group No. XV

Assistant Principal Engineer C

Job Group No. XVA

Job Group No. XVI

Treatment Plant Administrator (BSA) C

The following titles of positions are not currently funded in the Buffalo Sewer Authority. However, at the request of C.S.E.A., they are hereby listed and allocated to job groups as set forth below:

Job Group No. III

Inventory Clerk A

<u>Job Group No. IV</u>	
Stenographer	A
Data Control Clerk	A
<u>Job Group No. V</u>	
Account Clerk	A
<u>Job Group No. VI</u>	
<u>Job Group No. VII</u>	
Sr. Account Clerk	A
Drafting Technician	A
Senior Stenographer	A
<u>Job Group No. VIII</u>	
Stenographic Secretary	A
Timekeeper	A
Research Aide	A
<u>Job Group No. IX</u>	
Head Equipment Operator (BSA)	A
Inventory Control Clerk	A
Statistics Clerk	A
Junior Accountant	A
<u>Job Group No. IXA</u>	
Senior Drafting Technician	A
<u>Job Group No. X</u>	
Contract and Specifications Clerk	A
Assistant Accountant	A
<u>Job Group No. XA</u>	
<u>Job Group No. XB</u>	
Confidential Administrator (BSA)	C
<u>Job Group No. XI</u>	
Assistant Engineer	A
Associate Chief Stationary Engineer	C
<u>Job Group No. XIA</u>	
<u>Job Group No. XIB</u>	
<u>Job Group No. XIC</u>	

Job Group No. XID

Job Group No. XII

Job Group No. XIHA

Registrar	C
Senior Engineer	C
Supervisor of Fixed Assets Inventory	C

Job Group No. XIII

Job Group No. XIHA

Asst. Supt. Of Mechanical Maintenance	C
Principal Drafting Technician	C
Treatment Process Coordinator	C

Job Group No. XIV

Associate Engineer	C
Training Officer	C

Job Group No. XIVA

Sewer Maintenance Superintendent	C
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Job Group No. XV

Job Group No. XVA

Job Group No. XVI

Job Group No. XIVA

Note: The letters "A" and "C" opposite each job title are meant to indicate recognized C.S.E.A. representations for negotiating purposes under the "Taylor Law".

## **Section 2**

The salary schedule for employees hired after May 1, 2010, will be structured to provide a total of 5 steps (increased from 3 steps). Employees hired prior to May 1, 2010, will continue to progress on the 3 step system.

## **ARTICLE VI - HOURS OF EMPLOYMENT**

### **Section 1 Hours of Daily Work**

The regular hours of daily work shall be consecutive, except for interruptions for lunch.

## **Section 2 Work Week**

Except for shift workers assigned to continuous operations, who shall continue to be scheduled as in the past, the normal work week shall consist of five (5) consecutive working days, Monday through Friday.

## **Section 3 Workday**

(a) The normal workday for bargaining unit employees shall be eight (8) consecutive hours between 8:00 a.m. to 4:00 p.m., including a one (1) hour paid lunch period and may consist of eight (8) consecutive hours between 7:00 a.m. and 4:30 p.m., including a one (1) hour paid lunch, with written approval of the General Manager.

(b) On the condition that essential functions are covered during normal business hours, office and clerical employees may elect to adjust their workday to begin thirty (30) minutes earlier or thirty (30) minutes later than their normal starting time. Such an employee's quitting time will be adjusted accordingly. Employees who elect to begin work thirty (30) minutes earlier or thirty (30) minutes later must continue their new schedule for at least three (3) months.

(c) A half-day is one-half of a normal workday exclusive of a lunch period. For example, an employee scheduled for eight (8) hours (8:00 a.m. – 4:00 p.m.), with a one hour paid lunch period, would have a 3.5 hour half day. Accordingly, such an employee taking a half-day benefit day in the afternoon would work from 8:00 a.m. to 11:30 a.m., while the same employee, if taking a half benefit day in the morning, would work from 12:30 p.m. to 4:00 p.m.

## **Section 4 Shift Work**

All employees shall be scheduled to work a regular work shift as determined by the Department Head, which work shift shall have a regular starting and quitting time. Except for emergency situations, no changes shall be made in work shifts without prior consultation with the Union. Shift work is work performed by same employees during different eight-hour period of a 24-hour day. These periods are normally planned so that the employee works during the same eight-hour period for a scheduled number of days, at the end of which he is assigned to a different eight-hour period. A shift worker is an employee whose regular employment requires him to work shift work as defined herein.

**Shift Superintendents, Assistant Shift Superintendents and Sewer Maintenance Supervisors.** Shift Superintendents, Assistant Shift Superintendents and Sewer Maintenance Supervisors shall bid on their shift by seniority within job classification. Bidding for the upcoming year shall occur annually in September. Each employee shall complete and submit the Preferred Shift Bid Request Sheet. Bidding for Shift Superintendents and Assistant Shift Superintendents shall occur by seniority within job classification for the following shifts:

7:30 a.m. to 3:30 p.m., Monday through Friday, Process Department  
(M schedule).

7:30 a.m. to 3:30 p.m. with two consecutive days off (B schedule).

3:30 p.m. to 11:30 p.m. with two consecutive days off (C schedule).

11:30 p.m. to 7:30 a.m. with two consecutive days off (D schedule).

Relief – A schedule

Relief – F schedule

Sewer Maintenance Supervisors shall bid on their shift by seniority for the following shifts.

Tuesday – Saturday, five consecutive days, from 7:30 a.m. to 3:30 p.m.

Sunday – Thursday, five consecutive days, from 3:30 p.m. to 11:30 Midnight.

Friday & Saturday, two consecutive days, from 3:30 p.m. to 11:30 Midnight **and** Sunday, Monday, Tuesday, three consecutive days, from 8:00 a.m. to 4:00 p.m.

## **Section 5 Daily Work – Time Worked**

The Authority shall maintain and make available to the Union a daily record showing the time worked by each employee. An employee who reports to work fewer than fifteen (15) minutes after his or her scheduled starting time will not be docked, i.e., lose pay, for the time missed. However, such tardiness is not considered excused and may be the basis for progressive discipline.

## **Section 6 Second Front Work**

A full-time employee of the Authority may only be otherwise regularly employed in private industry when he receives the consent of the Department Head, after a finding by the Department Head that his other employment will not interfere with the discharge of his duties to the Authority. He may be employed to perform temporary services in another position in Public Service for which he is especially qualified during emergencies and under unusual circumstances, when the service of other qualified persons are not available, provided that he obtain the consent of his Department Head.

## **Section 7 Breaks**

Employees will receive a fifteen (15) minute break during each half of their normal workday. Employees shall not leave Authority premises (City Hall for those individuals who work in that building) during their break.

## **Section 8 City Hall Closure**

Whenever City Hall is closed for business as a result of non-weather emergency, all employees assigned to City Hall shall report to the Treatment Plant.

# **ARTICLE VII - EXTRA COMPENSATION**

## **Section 1 Emergency Assignments and Compensation Therefore**

When an employee is requested by the Department Head or the General Manager, in writing, to temporarily perform the duties of an employee in a higher job group, he shall be compensated at the salary of the higher classified position at the current increment step of the lower classified employee in his permanent position.

## **Section 2 Longevity Increments**

(a) After completing five (5) years of continuous service, an employee shall be eligible for additional annual compensation as follows:

After five (5) years of continuous service, \$460 per year;  
After ten (10) years of continuous service, \$785 per year;  
After fifteen (15) years of continuous service, \$1,110 per year;  
After twenty (20) years of continuous service, \$1,435 per year;  
After twenty-five (25) years of continuous service, \$1,760 per year; and  
After thirty (30) years of continuous service, \$2,010 per year.

(b) An employee shall receive the additional compensation to which he or she is entitled in a lump sum on the payday following the anniversary of the employee's date of hire in a separate check. Said payment shall be prorated to exclude any month during the preceding year in which the employee was not on the payroll of the Authority for at least fifteen (15) days.

(c) After completing five (5) years of continuous service, an employee who retires shall be paid a prorated portion of the additional annual compensation the employee would have received on the next anniversary of his or her date of hire.

(d) For persons employed on June 1, 1983, continuous service shall include full-time service with the Buffalo Sewer Authority, the City of Buffalo, the Board of Education and the Buffalo Municipal Housing Authority. For persons employed after June 1, 1983, continuous service for purposes of entitlement to longevity increments shall be determined pursuant to the definitions in Article II, Section 12.

An authorized leave of absence without pay does not constitute service time.

## **Section 3 Overtime Pay**

All employees, except Executive Secretary, shall be paid overtime compensation or be otherwise compensated for work performed and services rendered during periods of time which do not constitute part of the employee's regular work day, work week and/or work year as fixed and established for the respective positions at one and one-half (1 ½) times the normal rate of compensation as is payable to any such employee for the employment during his regular working hours, such overtime compensation to be computed from the said normal rate of compensation upon the basis of an eight (8) hour work day and/or a 261-262 or a 2,088-2096 hour work year. The difference will be a leap year. All overtime work performed by employees shall be compensated at the rate of one and one-half (1 ½) times regular pay. Any employee requested to work overtime shall be paid a minimum of four (4) hours if it occurs on his regular day off or holiday.

#### **Section 4    Shift Premium Pay**

A shift worker regularly assigned to the second ("afternoon") shift shall receive additional salary in the amount of \$1,000.00 per annum, while a shift worker regularly assigned to the third ("midnight") shift shall receive additional salary in the amount of \$1,200.00 per annum. This additional salary is to be paid in equal weekly installments as long as the employee remains assigned to said shift.

#### **Section 5    Hazard Pay**

Those employees requested in writing by the Department Head to perform work in tunnels during construction shall be compensated \$.40 per hour in addition to their regular salary for all time actually worked on that day.

#### **Section 6    Holiday Bonus Pay**

Employees shall be paid time and one-half plus their regular day's pay for recognized Holidays worked. This payment in lieu of compensatory time off.

In the event an employee is required to work more than eight (8) hours on a recognized holiday, such holiday overtime hours shall be paid at double time and one-half based on the employee's normal hourly rate of pay. To be eligible for the premium pay provided for in this paragraph, an employee must actually work his next scheduled shift following the holiday overtime.

#### **Section 7    Tuition Reimbursement and Training Costs**

The Buffalo Sewer Authority will provide tuition reimbursement up to ninety percent (90%) for courses taken at schools or institutions accredited by the State of New York, which will help a permanent employee in his job or qualify an employee for advancement. Courses taken must not conflict with work schedule of employee.

Courses may be taken at both the undergraduate and graduate level. Non-technical courses not directly related to the employee's work will qualify for tuition reimbursement if they are required as a part of a degree program relating to employment with the Buffalo Sewer Authority and if they are not the first college level courses for which reimbursement has been requested.

To apply for tuition reimbursement, an Application for Tuition Assistance must be completed and submitted to the Board of the Buffalo Sewer Authority for approval. Application must be submitted prior to registration.

Tuition reimbursement will be as follows:

GRADE	% OF TUITION
A	90%
B	75%

C	50%
D, F, Dropped or Incomplete	0%

Graduate: If a completed course is acceptable to the college or university for graduate credit, the tuition reimbursement will be 90%.

Reimbursement will be limited to two courses during any one semester unless a laboratory course is taken, in which case the course limit will be three.

In addition, the cost of books mandated by the instructor for completion of the course will be reimbursed according to tuition reimbursement schedule.

In addition, the cost of lab fee, up to \$150.00 will be reimbursed by the Authority.

Training Costs. The Employer will either provide or reimburse the cost of courses or programs required by the Authority or the State of New York in connection with an employee's present position or to obtain or maintain a license required by the State, but only where the license is required for the position held by the employee.

## **Section 8 Automobile Allowance and Usage**

(a) All employees who use their personal vehicles from time to time on Authority business shall be paid the sum of \$15.00 per day for use of said private vehicles on Authority business. If gas prices decrease below \$2.00 a gallon, the sum of \$11.00 per day shall be paid for use of personal vehicles on Authority business. Payment for such use of private vehicles shall be authorized only where said vehicle is used after prior written request by the Department Head. Notwithstanding the foregoing, the Authority agrees to pay the Chief Sewer Construction Inspector one hundred eighty dollars (\$180.00) per month for use of his personal vehicle.

(b) The Superintendent of Maintenance and Superintendent of Mechanical Maintenance shall be assigned BSA vehicles to use only during their regularly scheduled working hours.

## **Section 9 Flexible Spending Account**

The Authority will establish a non-refundable flexible spending account. Employees will have the option to participate in the plan for the purpose of saving tax deferred dollars to pay for eligible medical or parking expenses. Neither the Union nor the employer will in any way be responsible for actions taken or not taken by the Administrator of this fund. This Article VII, Section 9, is arbitrable only to the effect that a flexible spending account is offered.

## **Section 10 Safety Shoes**

The Employer shall provide a \$110.00 per annum safety shoe allowance for employees in the following job titles: sewer maintenance supervisor, sewer construction inspector, assistant sewer maintenance superintendent, chief sewer construction inspector, shift superintendent, assistant shift superintendent, principal chief stationary engineer, superintendent of mechanical



maintenance, supervisor of grounds, safety officer, field technician, senior field technician, senior instrument technician(s), investigator, legal investigator.

## **ARTICLE VIII - INSURANCE**

### **Section 1 Hospital and Medical Insurance**

#### **Active Employees**

Employees hired prior to July 1, 2003, shall be eligible to enroll in the Blue Cross/Blue Shield Traditional Blue POS 7200 with HRA as set forth in Appendix B. Effective August 1, 2012 and annually thereafter, effective July 1, 2013 the Authority agrees to establish and maintain a Health Reimbursement Arrangement (HRA) account for each employee consistent with Section 105(h) of the Internal Revenue Code. Employees shall receive a yearly amount into their individual HRA account equal to one hundred percent (100%) of the total annual deductible for either single or family coverage as required by POS 7200 Plan annually upon the date of renewal (July 1<sup>st</sup> of each year) of the health insurance plan. Any unused portion of an employee's individual HRA account will not roll over from year to year. Each employee enrolled in the Traditional Blue POS 7200 with HRA shall be provided with a Metavante Mastercard for use in conjunction with their HRA account. The Authority will pay one hundred percent (100%) of the premium cost.

Employees hired after July 1, 2003, shall be eligible to enroll in the Blue Cross/Blue Shield Traditional Blue POS 7200 with HRA as set forth in Appendix B. Effective August 1, 2012 and annually thereafter, effective July 1, 2013 the Authority agrees to establish and maintain a Health Reimbursement Arrangement (HRA) account for each employee consistent with Section 105(h) of the Internal Revenue Code. Employees shall receive a yearly amount (on July 1<sup>st</sup> of each year) into their individual HRA accounts equal to eighty-five percent (85%) of the total annual deductible for either single or family coverage as required by POS 7200 Plan annually upon the date of renewal of the health insurance plan. Any unused portion of an employee's individual HRA account will not roll over from year to year. Each employee enrolled in the Traditional Blue POS 7200 with HRA shall be provided with a Metavante Mastercard for their use in conjunction with their HRA account. The Authority will pay one hundred percent (100%) of the premium cost.

The Authority agrees to replace the annual out-of-network, out-of-pocket maximum of Traditional Blue POS 7200 with an annual out-of-network, out-of-pocket maximum of \$2,000/single and \$4,000/family for services covered under Traditional Blue POS7200.

Employees enrolled in the Traditional Blue POS 7200 with HRA shall not be required to have a prescription drug co-payment.

Temporary and provisional employees shall be eligible for coverage following ninety (90) days of continuous service.

Any employee represented by the union who is entitled to health insurance plan, single, two-person or family coverage, as provided above, may elect to waive such coverage if he or his spouse has other creditable health care coverage.

An employee who desires to waive such group health insurance plan coverage shall notify the Authority and the union, in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification to the Authority. Those employees choosing to waive coverage shall have their written request placed in their personnel file. All employees waiving coverage will receive the sum of two hundred dollars (\$200.00) per month for each month family coverage was waived during the preceding fiscal year; one hundred fifty dollars (\$150.00) per month for each month two-person coverage was waived during the preceding fiscal year; and one hundred dollars (\$100.00) per month for each month single coverage was waived during the preceding fiscal year. Said amounts to be paid by separate check immediately following the first pay period in July of each year.

Should the spouse's coverage be terminated for any reason, the employee will immediately notify the Authority. Upon such notification the Authority shall transfer the employee to the group health plan of his/her choice provided herein, and the employee will be provided full family coverage without any preconditions or lapse in coverage.

An employee who has waived his or her group health plan family coverage and who desires to be reinstated to a group health plan family coverage as provided in this Article shall notify the Authority and the union in writing. Such coverage shall be reinstated on the first day of the month following thirty (30) days after the date of receipt of such notification by the Authority.

If an employee and his or her spouse are both employed by the Authority or if one is an employee and one a retiree, or both are retirees, one shall accept the medical coverage program and the other will receive the monthly waiver payment.

### **Retired Employees**

For employees who retired prior to July 1, 2012, the Authority will provide those eligible retirees with Blue Cross/Blue Shield Traditional Blue POS 201/201 Plus health insurance plan, as the plan is presently designed by the carrier, at no cost to the retiree. The Authority will pay one hundred percent (100%) of the health insurance premium. These rights shall remain unchanged for the duration of the employees' lives. To be eligible for retiree health benefits, an individual must have been employed by the Authority for a minimum of five (5) consecutive year's immediately preceding retirement and be receiving New York State Pension benefits. A person who retires with a disability retirement would be covered under a New York State Pension Plan. Retirees at their option may transfer to the Traditional Blue POS7200 with HRA.

For employees who retire on or after August 1, 2012, the Authority will provide those eligible retirees with Traditional Blue 7200 with HRA. The Authority will pay one hundred percent (100%) of the health insurance premium. These rights shall remain unchanged for the duration of the employee's life. Effective August 1, 2012, and annually thereafter, effective July 1, 2013 the Authority agrees to establish and maintain a Health Reimbursement Arrangement (HRA) for each retiree consistent with Section 105(h) of the Internal Revenue Code. Retirees shall receive a

yearly amount into their individual HRA account equal to one hundred percent (100%) of the total deductible for either single or family coverage as required by Traditional Blue 7200 with HRA annually upon the date (July 1<sup>st</sup>) of renewal of the health insurance plan. Any unused portion of a retiree's individual HRA account will not roll over from year to year. Each retiree enrolled in the Traditional Blue POS 7200 with HRA shall be provided with a Metavante MasterCard for their use in conjunction with their HRA account.

The Authority agrees to reimburse employees all medical costs beyond the \$2000/\$4000 for out-of-network costs.

A retiree, upon reaching the age sixty-five (65) or whatever Medicare eligible age is then in effect and who is eligible for Medicare Part B, the Authority will provide and pay one hundred percent (100%) of the Blue Cross/Blue Shield Traditional Blue Medicare PPO with benefits that, taken together with Medicare Part B, will be comparable to those offered under Blue Cross/Blue Shield Traditional Blue POS 201/201 Plus health insurance plan. The retiree must avail him/herself of coverage under Medicare Part B. These rights shall remain unchanged for the duration of the retiree's life. The Authority agrees to reimburse retiree's for the following:

1. **Vision:** Any retiree who requires lenticular lenses will receive a twenty-five dollar (\$25.00) annual reimbursement from the Authority. An itemized receipt from the participating provider is required.

2. **Diabetic Supplies:** The BC/BS Traditional Blue Medicare PPO provides coverage at a \$10.00 co-payment. The BC/BS Traditional Blue POS 201/201 Plus Plan provides coverage at a \$0/\$5 co-payment. The Authority will reimburse the difference in the co-payment. An itemized receipt is required.

In the event the carrier ceases to offer a particular benefit, or changes the benefit or benefits offered, the plan as revised by the carrier will be in effect and will satisfy the employer's obligation under this agreement. In such an event, or in the event any carrier ceases to do business, the retiree will have the option to select another health care plan offered to retirees. Should a carrier amend its plan to delete a particular benefit, but offer said benefit as a separate rider, the Authority will procure the rider at no cost to the employees.

Retirees who have alternate insurance and desire to waive medical coverage through the Authority will also have an in-lieu option in the amounts available for active employees. The retiree must submit an In-lieu of Medical Form and provide the Authority with a copy of their alternate insurance care. Payments will be by separate check mailed on or before the 20<sup>th</sup> day of July each year.

## **Section 2 Life, Disability, Dental and Other Benefit Programs**

The Authority shall provide the following insurance coverages and benefits:

- (a) Dental Plan (GHI Preferred Dental Plan with 100% prosthetics allowance and 50% of the scheduled allowance for non-participating providers);

- (b) Life insurance, with \$30,000.00 of term life insurance on the life of each employee, \$10,000.00 on the life of the spouse of an employee, and \$5,000.00 on the life of each dependent child of an employee;
- (c) The Authority shall provide optical coverage as follows:

Effective July 1, 2010, the Authority agrees to provide employees with the following options per fiscal year:

- i. An employee may elect to continue the current optical benefit as previously provided by the Fund of up to \$350.00 per annum for the employee and his or her immediate family, which includes spouse and children under 23 years of age, with employee selecting his/her own eye care practitioner; or
- ii. An employee may elect to enroll in the CSEA Family Coverage Employee Benefit Fund Solstice Plan. The Authority agrees to pay up to \$350.00 per annum for the employee and his or her immediate family, which includes spouse and children in accordance with the plans benefits. Any additional cost will be borne by the employee.
- iii. Once an employee has selected either option (a) or (b) above for the upcoming fiscal year, such employee may only change their option during the annual enrollment period.

Any employee represented by the Union, entitled to Dental Plan coverage, may elect to waive such coverage. An employee who desires to waive Dental Plan family coverage shall notify the Authority and the Union, in writing, and such waiver of coverage shall be effective on the first day of the month following thirty (30) days after the date of receipt of such notification. Those employees choosing to waive coverage shall have the written request placed in their personnel file. All employees waiving coverage will receive, by separate check immediately following the first pay period in July of each year; \$20.00 per month for each month coverage was waived during the preceding fiscal year.

An employee who has waived his or her Dental Plan family coverage and who desires to be reinstated to such coverage shall notify the Authority and the Union, in writing. Such coverage shall be reinstated on the first day of the month following thirty days after the date of receipt of such notification by the Authority.

If an employee and his or her spouse are both employed by the Authority, one shall accept the Dental Plan coverage and the other will receive the monthly waiver payment. This provision will be effective for employees on the first day of the month following execution of this Agreement.

### **Section 3 Social Security**

By adoption of resolutions in a meeting of May 14, 1957, the Board of the Authority made participation in Federal Old-Age, Survivors and Disability insurance available to its employees.

## **Section 4   Workers' Compensation Insurance**

The Authority carries insurance providing for the payment of compensation and other benefits required by the Authority by the Workers' Compensation Law of the State of New York.

(a)    An employee of the Authority with a minimum of six (6) months' continuous service who is unable to perform the duties of his position as a result of bodily injury or disease arising out of and in the course of his employment may be entitled to receive monetary payment equal to the difference between his New York State mandated workers' compensation benefit and his full salary for up to fifteen (15) work days (three calendar weeks). Once an employee has attained an age that would allow him to be eligible to retire within a three (3) year period under one of the retirement plans set forth in Article XI of this Contract, the employee shall be entitled to receive the monetary difference between his salary and statutory compensation for a total of thirty (30) days payment. After an employee has received this benefit, he must complete twelve (12) months of continuous service to again be eligible for this benefit. This term shall be extended to the employee until the date of his or her actual retirement.

(b)    The following requirements govern entitlement to this benefit.

1. The disabling injury or illness must arise out of and in the course of employment, as that term has been defined in connection with the administration of the Workers' Compensation Law of the State of New York.
2. The injury or illness must prevent the employee from performing the duties of his job.
3. An employee must promptly report any work-related injury or illness to his superintendent, department head, or their designee. Until such a report is received, the employee will be in a payless status.
4. After reporting a disabling injury or illness, and subject to satisfaction of all requirements of Section 1 of Article IX, an employee will be entitled to utilize personal sick days credited to his account during the first seven (7) days of a compensable sickness or injury. If an employee has no personal sick days to his credit, he may utilize earned personal leave days or vacation days during the first seven (7) days of compensable sickness or injury. In the event an employee is subsequently awarded workers' compensation benefits for any day(s) on which he received paid sick leave, or utilized earned personal leave or vacation days, the following shall be done:
  - i.     the compensable benefits for such day(s) shall be paid to the Authority as reimbursement for advance payment of compensation;
  - ii.    employee's sick leave, personal leave or vacation credits shall be restored to his account; and
  - iii.   the workers' compensation benefit days shall be counted toward the fifteen (15) work days of benefits permitted under this Article.

5. An employee must report as directed for examination by a physician designated by the Authority.
  6. Upon establishment of an employee's workers' compensation case and payment of workers' compensation benefits, the Authority will pay the employee the difference between his statutory benefit and his regular salary for a period not to exceed fifteen (15) workdays (three calendar weeks), as defined in paragraph (a) of this Section. Such payments are contingent upon continuing entitlement to and payment of statutory workers' compensation benefits.
- (c) It is the intent of the parties that an employee shall receive benefits under this provision only to the extent that he is entitled to and actually receives statutory workers' compensation benefits.
- (d) Employees will be excused to attend hearings before the Workers' Compensation Board and examinations by Independent Medical Examiners scheduled in connection with claims arising from their employment by the Buffalo Sewer Authority. To receive compensation for time lost in attending such hearings and examinations, employees must notify their immediate supervisor at least two working days prior to the scheduled hearing, and must report to work both before and after the scheduled hearing.
- (e) Any employee who is on Workers' Compensation leave shall have his vacation entitlement prorated after the initial fifteen (15) workdays (three calendar weeks) of such leave. Additionally, such employee shall not earn any additional sick leave credits after the initial fifteen (15) workdays (three calendar weeks) of such leave until he or she returns from the Workers' Compensation leave.

## **Section 5 Surviving Spouse**

In the event of the death of an active employee or of an employee who retires on or after July 1, 2014, the Authority will provide medical insurance described in Article VIII, Section 1 of this Agreement for the surviving spouse only, for a period of six (6) months following the death of the employee/retiree. In the event that the surviving spouse has or obtains alternate coverage, there will be no in-lieu payment provided.

## **ARTICLE IX - LEAVES OF ABSENCE WITH PAY**

### **Section 1 Absence on Account of Sickness of Employee**

- (a) Each employee of the Buffalo Sewer Authority who has completed his probationary period and who is unable to discharge the duties of his position on account of sickness or injury, and is absent from duty by reason thereof, shall be entitled to full pay during such absence for a number of working days not to exceed the personal sick leave credits standing to his credit from time to time in accordance with the provisions of this Article. Entitlement to said benefits is subject to the conditions, limitations and restrictions hereinafter provided.

(b) No employee shall receive sick pay benefits during absences resulting from work-related injuries or illnesses, except that an employee may receive sick pay benefits during the seven (7) day statutory waiting period in accordance with this Article and Article VIII, Section 4.

(c) Each employee who has worked at least fifteen (15) days during the preceding calendar month shall be allowed personal sick leave credits at the maximum rate of one and one-fourth ( $1\frac{1}{4}$ <sup>th</sup>) days per month on the first day of each calendar month and, in addition, one-quarter ( $1/4$ ) day per month shall be credited to the sick bank on behalf of each such employee. Personal sick leave credits cannot be earned for any period of time during which an employee is on leave of absence without pay.

(d) Personal sick leave credits shall be cumulative to a maximum of three hundred fifty (350) working days. After said maximum is reached, further sick leave credits will accrue directly to the Sick Leave Bank, except to the extent of restoring credits subsequently used for sick leave and thereby again building up accruals to the said maximum of 350 days.

(e) Upon an employee's retirement, or, if vested in accordance with New York State Retirement and Social Security Law at time of death, the Buffalo Sewer Authority will purchase from the employee his sick leave days, one (1) day's pay for two (2) sick leave days accumulated. EXAMPLE: For three hundred (300) sick leave days, the employee shall receive his prevailing daily rate of pay for one hundred fifty (150) days. The remainder of said days can be applied to the employee's additional service credit for retirement purposes in accordance with Section 41-j of the New York State Retirement and Social Security Law.

(f) Sick leave with pay shall not be allowed in excess of the number of working days of personal sick leave credits accumulated in accordance with the provisions of this section, unless an employee is eligible to receive benefits from the sick bank. Sick leave with pay shall not be allowed in increments of less than one (1) hour.

(g) Absence from duty by reason of illness or disability of an employee must be reported to the department where employed on or before the first working day of such absence, in such manner, within such period of time and to such person or persons as may from time to time be fixed, determined or designated by the General Manager or by the head of the department. Failure to so report shall disqualify an employee from having any such absence charged against his accumulated personal sick leave credits, unless such failure to report is waived by the General Manager or the head of the department for good and sufficient cause.

(h) Prior to receiving sick pay under this provision, an employee must execute and file with the department in which he is employed, on a form prescribed for such purpose, written proof of his illness or disability during the period of his absence. Said proof of illness or disability shall include a physician's certificate specifically setting forth the exact nature of the employee's illness or disability during the period of absence from duty by reason thereof. Such proof of sickness or disability shall be so executed and filed within ten (10) days of the commencement of any illness or disability or, when any such absence is for a period of fewer than ten (10) days, within two (2) working days after an employee's return to duty, and shall be subject to the approval of the head of the department or the General Manager. In the discretion of the General

Manager, written proof of illness or disability may not be required for absences of less than three (3) days. Failure to so file such proof of illness or disability or failure of the head of the department to approve the same for good and sufficient cause shall disqualify an employee from having such absence or a part thereof charged against his accumulated sick leave credits, except that failure of an employee to file such proof of illness or disability within the prescribed of time may be waived by the head of the department or General Manager for good and sufficient cause. Failure to file such physician's certificate, unless waived as heretofore provided, shall disqualify an employee from having any such absence charged against his accumulated sick leave credits and may be grounds for disciplinary action.

Absence from duty for medical, dental, optical or other physical examination may be allowed by the head of the department or by the General Manager, provided request therefore is submitted to and approved by the head of the department or by the General Manager at least forty-eight (48) hours prior to absence for any such purpose. Any such absences shall be chargeable against accumulated sick leave credits.

The General Manager may require an employee to be examined by a physician chosen by the General Manager as a condition precedent to the receipt of benefits under this section. Failure or refusal of any employee to submit to such medical examination by a physician shall be grounds to disqualify an employee from having any such absence from duty charged against his accumulated sick leave credits.

(i) For every one and one-fourth (1 1/4<sup>th</sup>) days of personal sick leave credit earned by an employee in accordance with paragraph (c) above, one-quarter (1/4) day of sick leave will be credited by the Authority to a sick bank to be administered by the Union pursuant to the rules set forth in Appendix A to this Agreement. Paid days of sick leave loaned to the Bank by the Authority will be repaid from sick bank days earned by employees as set forth in Section 1 (i) of this Article IX at the rate of fifteen (15) days per month.

(j) Effective July 1, 2010, employees who do not utilize personal sick days credited to their account shall receive additional pay at their regular straight time rates in accordance with the following, such pay to be made within thirty (30) calendar days. Any time donated to a co-worker shall be considered as no utilization of sick leave for the purposes of eligibility to qualify for the sick leave bonus.

No utilization of sick leave for the period:

July 1 – September 30	10 hours of pay
October 1 – December 31	10 hours of pay
January 1 – March 31	10 hours of pay
April 1 – June 30	10 hours of pay

## **Section 2 Absence on Account of Quarantine**

Each employee of the Authority who is absent from duty by reason of compliance with quarantine regulations prescribed by recognized health authorities shall receive full



compensation for the period of enforced or involuntary absence by reason of such quarantine, and such absence shall be chargeable first against accumulated personal sick leave credits; provided, however, that no such absence with pay shall exceed the number of working days of accumulated personal sick leave credits standing to the credit of an employee and sick bank days which may be awarded by the Trustees of the bank.

Similarly, an employee who has reported for duty and because of extraordinary circumstances beyond the employee's control, is directed to leave work, shall not be required to charge such direct absence during such day to leave credits.

### **Section 3 Absence on Account of Illness in Family of Employee**

Serious illness in the employee's immediate family, requiring care and attendance of employee. "Immediate family" shall include parent, spouse, son, daughter, or other relative who is an actual member of the employee's household. Certificate or affidavit issued by the attending physician certifying to the necessity for the attendance of the employee, shall be filed with the General Manager, and sick leave for this purpose shall be granted only with the approval of the General Manager. Such absence shall be charged against the total of cumulative sick leave credits, but not to exceed the total of such credits.

### **Section 4 Absence to Attend Court**

(a) Any employee of the Authority subpoenaed as a witness involving a Buffalo Sewer Authority action in the trial of an action or proceeding in a Court of Record located within the City of Buffalo, shall receive his full pay during such absence for the time he is actually required to attend in Court.

(b) Any employee of the Authority absent by reason of attendance at the actual trial of an action or special proceeding, in which he is a plaintiff or defendant, shall have such absence chargeable against his personal leave or accumulated sick leave credits. If the employee has no such credits, he shall not be entitled to be paid for the time he is absent from his employment for the purpose described herein.

(c) Whenever an employee of the Buffalo Sewer Authority, including both night shift and day shift employees, is summoned to perform jury service in any court, he shall be granted a leave of absence with pay for each of his scheduled work days during which he actually performs or reports for jury duty at any time; provided, however, that no such leave of absence with pay for any scheduled workday shall be granted unless and until satisfactory proof of reporting for or performing the required jury duty on each such scheduled workday is presented by the employee to the head of the department in which he is employed. Compensation received less only those expenses allowed by the Court for jury duty must be submitted to the Authority.

### **Section 5 Union Leave**

Upon prior formal written request and Buffalo Sewer Authority Board approval, any member of the Union who is elected or designated to attend a function of the Union, international or other subordinate body, shall be permitted to attend such functions and shall be granted the necessary

time off, without loss of either time or pay, provided that the said time off is a reasonable duration as determined by the Department Head.

When a duly elected or appointed official of the Union desires to be excused from his regular assigned duties as an employee of the Buffalo Sewer Authority to engage in official union business pertaining to the Buffalo Sewer Authority, he may be so excused upon approval by his immediate supervisor and the General Manager of a prior formal written request stating briefly the nature of the business to be transacted, the date and time of the transaction and a reasonable estimate of the length of time required to complete the transaction. When such a request has been approved, the employee must report for his assigned duty as an employee of the Buffalo Sewer Authority before leaving upon official union business, and must report back to his assigned duty as an employee of the Buffalo Sewer Authority immediately upon completion of said official union business, if said official union business is completed before normal quitting time.

## **Section 6 Leaves for Death in Family**

Full-time employees covered by this Agreement will be entitled to leaves for death in the family as follows:

- (a) A leave of absence with pay for the three (3) consecutive scheduled working days immediately following the death of one of the following members of an employee's family: parents, spouse, brothers, sisters, children, grandparents, grandchildren, stepparents, parents-in-law, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law, or other relatives who are actual members of the employee's household.
- (b) If scheduled to work, an employee shall be entitled to a leave of absence for the day of the funeral of one of the following relatives: niece, nephew, aunt, uncle, spouse of brother-in-law or sister-in-law, and first cousins.
- (c) If the death occurs prior to the employee's shift, that day will be counted. If the death occurs after the employee reports to work, that day will not be counted as one of the three (3) days nor shall the employee lose pay for that day or have that day charged against any benefit accruals.
- (d) Proof of the fact of the death of any of the above-described relatives and of the fact of the relationship of each such relative to the employee may be required by the Authority.
- (e) Any bereavement days required beyond those specified above for each death shall be chargeable to accrued vacation or personal leave, if any.

## **Section 7 Personal Leave**

All employees during continuous employment with the Buffalo Sewer Authority shall be credited with personal leave as follows:

(a) All employees covered by this Agreement shall be granted six (6) personal leave days per contract year commencing with the July 1 following the completion of their period of probationary employment. (A new employee who completes his period of probationary employment prior to January 1 of a contract year shall be granted three (3) personal leave days which shall be available for use through June 30.) Three (3) of these days shall be available for use during each six-month segment of the contract year as follows:

<b>July, August, September</b>	
<b>October, November and December:</b>	<b><u>3 PL days</u></b>
<b>January, February March</b>	
<b>April, May, June:</b>	<b><u>3 PL days</u></b>

Effective January 1, 2018, all employees covered by this Agreement, upon satisfactory completion of all applicable probationary periods, shall be granted five (5) personal leave days on the first of January starting with January 1, 2018, and every contract year thereafter. Employees will earn prorated personal leave time starting the 1<sup>st</sup> day of the month following completion of six (6) months of continuous service.

(b) Such personal leave shall be for personal business not specifically covered elsewhere. Application for personal leave shall be filed by the employee on a prescribed form with the head of his department, forty-eight (48) hours prior to leave (except in emergency situations). Employees may not take personal leave until the request is approved by the department head, but the approval shall not be arbitrarily withheld.

(c) Personal leave may be granted on consecutive days, but when three (3) consecutive days are requested, sufficient reason must be given to the Department Head. Personal leave may be granted immediately preceding or following vacation days or holidays at the discretion of the Department Head. Personal leave shall not be granted for less than one (1) hour.

(d) When an employee is reinstated to a position in the Buffalo Sewer Authority service within one (1) year after his resignation, unused personal leave credits due him at the time of his resignation shall be restored to him.

(e) Any personal leave credits remaining unused by an employee at the end of a six month segment shall be applied as additional accrued sick leave. If, however, during the last thirty (30) days of the fiscal year an employee shall apply for personal leave and circumstances prevent granting approval of such request, the employee may, during the first month of the new fiscal year, reapply for such unused personal leave which shall be granted during that first month.

## **Section 8    Compensatory Time**

The General Manager may grant, in his discretion and at the option of a permanent, provisional or temporary employee only, time off duty with pay equivalent to:

(a) The amount of money earned for time worked by an employee on any day which is not a scheduled workday constituting part of the employee's regular work week; and

- (b) The amount of money earned for time worked overtime by an employee on any scheduled working day; and
- (c) The amount of money earned for time worked by any employee on a legal holiday.
- (d) Compensatory time earned by an employee, shall be taken by said employee in increments of not less than one (1) hour. Application for compensatory time off shall be filed by the employee on a prescribed form with the head of his department forty-eight (48) hours prior to leave except in emergency situations. Employees may not take compensatory time off until the request is approved by the department head, but the approval shall not be arbitrarily withheld. An employee shall be paid for each hour or part of an hour of compensatory time earned after August 30, 1984, which is not used by the end of the month following the month in which the time was earned. Payment shall be at the overtime rate set for in Section 3 of Article VII of the Contract and shall be made on the first payday after the end of the month following the month in which it was earned.

## **Section 9 Holidays**

- (a) Recognized Holidays. Continuous operation of the Treatment Plant requires staffing of some positions by day workers on the following recognized holidays:

<b>NEW YEAR'S DAY</b>	<b>COLUMBUS DAY</b>
<b>MARTIN LUTHER KING DAY</b>	<b>GENERAL ELECTION DAY</b>
<b>PRESIDENT'S DAY</b>	<b>VETERAN'S DAY</b>
<b>GOOD FRIDAY</b>	<b>THANKSGIVING DAY</b>
<b>MEMORIAL DAY</b>	<b>DAY AFTER THANKSGIVING</b>
<b>INDEPENDENCE DAY</b>	<b>CHRISTMAS DAY</b>
<b>LABOR DAY</b>	

- (b) Paid Holidays. Employees covered by this Agreement who have completed their probationary period of employment are entitled to the above thirteen (13) paid holidays in each calendar year. When one of these holidays falls on a Saturday or Sunday, the preceding Friday or succeeding Monday will be considered the holiday for those employees whose regular work week is Monday through Friday.

- (c) Eligibility for Paid Holidays . Eligibility for paid holidays shall require that the eligible employee, upon completion of his probationary period shall have worked his last regularly scheduled work day prior to and immediately following any such holiday, except where any such employee shall be absent on account of vacation, sick leave, bereavement or personal leave.

## **Section 10 Vacations**

The vacation year extends from April 1<sup>st</sup> to March 31<sup>st</sup>. An employee (with exception of vacation relief or seasonable appointments or those on a part-time basis) continuously employed by the Buffalo Sewer Authority before the 1<sup>st</sup> day of April each year shall be entitled to vacation as follows:

(a) If such continuous employment is for a period of less than one year, an employee shall earn vacation credits of one-half (1/2) day for each completed full month of service.

(b) In the event an employee is laid off, retires, or separates from the service of the Authority for any reason (save for cause) before April 1<sup>st</sup>, vacation credits shall be prorated on a monthly basis.

(c) Any employee who is laid off, retires or separates from the service of the Authority for any reason (save for cause) shall be compensated in cash for the monetary value of his accumulated and unused vacation time standing to his credit at the time of his separation from service. In case of an employee's death in service, payment shall be made to his beneficiaries or estate.

(d) Each person employed prior to August 30, 1984, who shall have been in the employ of the Buffalo Sewer Authority for at least one (1) year, shall be granted a vacation in each fiscal year of the following duration, corresponding to his years of service:

<b>1 year</b>	<b>Two (2) weeks</b>
<b>5 years</b>	<b>Three (3) weeks</b>
<b>6 years</b>	<b>Three (3) weeks, one (1) day</b>
<b>7 years</b>	<b>Three (3) weeks, two (2) days</b>
<b>8 years</b>	<b>Three (3) weeks, three (3) days</b>
<b>9 years</b>	<b>Three (3) weeks, four (4) days</b>
<b>10 years</b>	<b>Four (4) weeks</b>
<b>11 years</b>	<b>Four (4) weeks, one (1) day</b>
<b>12 years</b>	<b>Four (4) weeks, two (2) days</b>
<b>13 years</b>	<b>Four (4) weeks, three (3) days</b>
<b>14 years</b>	<b>Four (4) weeks, four (4) days</b>
<b>15 years</b>	<b>Five (5) weeks</b>

Each person employed after August 30, 1984, who shall have been in the employ of the Buffalo Sewer Authority for at least one (1) year, shall be granted a paid vacation in each fiscal year of the following duration, corresponding to his years of service:

<b>One (1) year through four (4) years</b>	<b>Two (2) weeks</b>
<b>Five (5) years through nine (9) years</b>	<b>Three (3) weeks</b>
<b>Ten (10) years through fourteen (14) years</b>	<b>Four (4) weeks</b>
<b>Fifteen (15) years and each year thereafter</b>	<b>Five (5) weeks</b>

A person employed on June 1, 1983, who has previous eligible service with the City of Buffalo, Board of Education and/or Buffalo Municipal Housing Authority, will be entitled to vacations the same as though his eligible service was continuous with the Buffalo Sewer Authority. For persons employed after June 1, 1983, continuous service for purposes of vacation entitlement shall be determined pursuant to the definitions in Article II, Section 12.

An employee may either be paid at the normal rate of pay for ten (10) days and carry five (5) days forward for future use or be paid at the normal rate for five (5) days and carry ten (10) days forward for future use. At no time shall an employee have credited to his/her account more than ten (10) vacation days earned in prior years.

Vacation schedules must conform to operation requirements.

Vacations shall normally be limited to not more than two weeks at a time. Vacations for more than two consecutive weeks, upon specific request, may be allowed by the Department Head. Vacations for more than three consecutive weeks will be allowed only when applied for in writing thirty (30) days in advance thereof and require approval of the General Manager. Vacation shall not be granted for less than one (1) hour. An employee must request vacation time at least forty-eight (48) hours in advance.

Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period, provided a written request for same has been submitted to the Authority payroll department at least seven (7) days in advance.

Any employee hired on or after May 1, 2010 who has been continuously employed by the Authority for a complete full year shall be eligible for vacation as follows:

After 1 year:	1 week
After 2 years:	1 week and 1 day
After 3 years:	1 week and 2 days
After 4 years:	1 week and 3 days
After 5 years:	2 weeks
After 6 years:	2 weeks and 1 day
After 7 years:	2 weeks and 2 days
After 8 years:	2 weeks and 3 days
After 9 years:	2 weeks and 4 days
After 10 years:	3 weeks
After 11 years:	3 weeks and 1 day
After 12 years:	3 weeks and 2 days
After 13 years:	3 weeks and 3 days
After 14 years:	3 weeks and 4 days
After 15 years:	4 weeks
After 16 years:	4 weeks and 1 day
After 17 years:	4 weeks and 2 days
After 18 years:	4 weeks and 3 days
After 19 years:	4 weeks and 4 days
After 20 years:	5 weeks

## **ARTICLE X - LEAVES OF ABSENCE WITHOUT PAY**

### **Section 1 Absence on Account of Military Service**

An employee absent because of service in a military or naval organization shall be granted a leave of absence to the extent required by law. Any permanent employee who is a member of the Reserve Forces of the United States or of the State of New York, and who is ordered by the appropriate authorities to attend a training program or perform duties under the supervision of the United States or the State of New York, shall be granted a leave of absence with pay for a period not to exceed thirty (30) calendar days annually during such service.

### **Section 2 Maternity Leaves**

Upon written request, an employee will receive an unpaid leave of absence for not more than eight (8) months following the birth of a child. The Authority will not continue such an employee's group health insurance coverage during said leave if the employee's spouse has equivalent coverage. If her spouse does not have such coverage, or it is discontinued during the maternity leave, the Authority will continue or reinstate its group health insurance coverage.

## **ARTICLE XI - RETIREMENT SYSTEM**

By state law, the Buffalo Sewer Authority is a member of the New York State Employees' Retirement System. All participating employees of the Authority come under the provisions of the Retirement and Social Security Law (RSSL) as follows:

- (1) **Tier 1 – Persons Employed Prior to July 1, 1973.** The Plan under which employees in Tier 1 are covered is the Improved Twenty (20) Year Career Retirement Plan (Section 75i of the New York State Retirement and Social Security Law).
- (2) **Tier 2 – Persons Employed on or After July 1, 1973 and Prior to July 1, 1976.** The Plan under which employees in Tier 2 are covered is the Improved Twenty (20) Year Career Retirement Plan (Section 75i of the New York State Retirement and Social Security Law).
- (3) **Tier 3 – Persons Employed on or After July 1, 1976 and Prior to September 1, 1983.** These employees are subject to Article 14 of the New York State Retirement and Social Security Law.
- (4) **Tier 4 – Persons Employed on or After September 1, 1983.** These employees are subject to Article 15 of the Retirement and Social Security Law.

Any improvements granted by the State Legislature which are applicable to Buffalo Sewer Authority employees shall be presented to the Buffalo Sewer Authority Board for consideration.

- (5) **Tier 5 – Persons Employed on or after January 1, 2010 through March 31, 2012.** These employees are subject to Article 22 of the New York State Retirement and Social Security Law.

(6) **Tier 6 – Persons Employed on or after April 1, 2012.** These employees are subject to Chapter 18 of the Laws of 2012 regarding New York State Retirement and Social Security Law.

## **ARTICLE XII - SETTLEMENT OF DISPUTES**

### **Section 1 Grievance Defined**

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

**STEP 1:** The grievance shall be reduced to writing, signed by the grievant and presented by the Union representative to the Department Head, or his designee, within thirty (30) calendar days of the occurrence of the facts giving rise to the grievance, or notice of such facts to the employee, whichever is later. The Department Head or his designee shall answer in writing within ten (10) working days of receipt of the grievance. Should a written response not be presented within said ten (10) working days, the grievance shall be considered denied and shall automatically be moved to Step 2.

**STEP 2:** If the Step 1 response is not satisfactory, the Union may, with or without the employee, within ten (10) working days of receipt of the Authority's response, submit the grievance to the General Manager or his designee. The General Manager or his designee shall schedule a meeting to be held no later than ten (10) working days after receipt of the grievance, at which time a union representative, with or without the employee, is entitled to be present. The General Manager or his designee shall, within ten (10) working days after the meeting, set forth in writing his answer to the grievance. Should the Step 2 meeting not be scheduled within ten (10) working days of the receipt of the grievance by the General Manager, or should the Authority's answer not be presented within ten (10) working days of the meeting, the grievance shall be considered denied and shall automatically be moved to arbitration.

### **Section 2 Arbitration Procedure**

If not satisfied with the Step 2 answer of the General Manager or his designee, the Union may, within ten (10) working days after receipt thereof, request that the matter be submitted to an impartial arbitrator to be selected from a panel of arbitrators of at least three (3) mutually agreed upon by both parties. In the event that the parties are unable to agree upon an impartial arbitrator within ten (10) working days of notification, the party seeking arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the selection shall be made alternately striking names from the list. The arbitrator shall schedule such a hearing within thirty (30) days and shall issue his decision within thirty (30) days after the conclusion of testimony and argument. His decision shall be final and binding upon all the parties.

### **Section 3 Arbitrator's Authority**

The arbitrator shall have no power to amend, modify or delete any provision of this Agreement. Neither the General Manager nor the Arbitrator may consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.



#### **Section 4 Arbitration Cost**

The decision of the arbitrator shall be final and binding upon the parties and shall be complied with as soon as possible. Any costs which may arise from the use of such arbitrator shall be borne equally by the parties.

#### **Section 5 Time Limits**

The time limitations set forth above are conditions precedent to filing a grievance and to proceeding to the next step of the grievance procedure, including arbitration. The failure of the Union or an employee to take any of the actions authorized by this section within the time limited; therefore, shall constitute a waiver of the right to proceed further and shall terminate the proceeding. The time limits in the grievance procedure may be extended by mutual agreement, in writing. Any step of the grievance procedure may be by-passed by mutual agreement, in writing.

#### **Section 6 Grievance Form**

The Union will provide grievance forms agreed upon by the parties.

#### **Section 7 Group Grievance**

In the case of a group, policy or organizational type grievance, the grievance may be submitted by the Union or the Authority at Step 2 of the procedure.

#### **Section 8 Working Days Defined**

For purposes of definition, working days shall not include Saturday, Sunday or holidays.

### **ARTICLE XIII - MISCELLANEOUS PROVISIONS**

#### **Section 1 Bulletin Boards**

The Employer agrees to provide space for bulletin boards for exclusive use of C.S.E.A. to post notices at each work installation. Such facilities must not be used for posting material of a derogatory nature and shall be confined to legitimate C.S.E.A. business.

#### **Section 2 Access to Premises**

The Employer agrees to permit Buffalo Sewer Authority, county, state and international representatives of C.S.E.A. to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees.

#### **Section 3 Addresses and Telephone Numbers**

It shall be the responsibility of an employee to keep the Employer informed of his current address and telephone number where he can be notified of emergencies, changes in schedule, disciplinary actions, overtime assignments and other matters. The Employer shall not be liable if

failure to give previous notice that no work is available or that the employee's schedule is changed results from the employee's failure to keep the Employer so informed. In disciplinary action the Authority shall notify the Union if the employee cannot be reached.

#### **Section 4 Blood Donors**

Employees will be excused from work to donate blood at City Hall or at a mobile unit located on Authority premises, except for an aphresis donor whom may be excused for not more than one-half (1/2) day to donate at the Red Cross Center. All such employees shall request a receipt from the American Red Cross attesting to the fact that they donated blood, or were rejected or deferred, otherwise they will be they will be docked. The receipt must be submitted to the employee's Department Head.

#### **Section 5 Deferred Compensation**

The parties have initiated a deferred compensation program and the Authority agrees to deduct authorized amounts from the wages of participating employees in accordance with the terms and conditions of an approved form for payroll deductions executed by said employees to remit the amounts deducted in accordance with the terms of the program.

Beginning July 1, 2010, an employee who participates in the New York State Deferred Compensation Plan has the option to defer any compensation received from Longevity, Sick Bonus, Vacation Bonus, In-Lieu of Medical Payment, In-Lieu of Dental Payment, an Retroactive pay into this Plan. All contributions into the Plan shall be in accordance with the standards, rules and regulations of the Deferred Compensation Board and the provision of Section Four Hundred Fifty-seven (457) of the Internal Revenue Codes regulations adopted pursuant thereto. *This transaction must be processed through BSA's Payroll Office.*

CSEA shall hold the Employer harmless against any and all suits, claims and responsibilities that shall arise out of or for any reason due to any action taken by an employee in complying with this section.

Grievances alleging violation of this section shall not be arbitrated.

#### **Section 6 Weather Emergencies**

With the exception of those who are requested or required to work, employees will be excused from work with pay whenever an emergency or holiday is declared for the City that involves a state of emergency, and/or travel ban for the City of Buffalo. Those employees required or requested to work shall be compensated at the rate of time and one half (1 ½) for all hours worked. Employees required to work during emergencies will include Shift Supervisors, lab Personnel, Bolier Room and Complaint Crews.

## **ARTICLE XIV - CONFORMITY OF LAW**

### **Section 1 Savings Clause**

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

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

## **ARTICLE XV - ENTIRE AGREEMENT**

It is the intent of the parties that the provisions of this Agreement shall supersede all prior agreements, understandings and practices, oral or written, express or implied, and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

## **ARTICLE XVI - TERMINATION OR MODIFICATION**

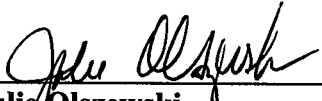
This Agreement shall be in effect as of the first day of July 2014, and shall remain in full force and in effect until the 30<sup>th</sup> day of June 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred fifty (150) days prior to the termination date; this Agreement shall remain in full force and be in effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

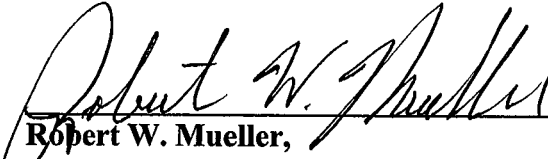
IN WITNESS WHEREOF, the parties hereto have set their hands this 24<sup>th</sup> day of May, 2017.

**Civil Service Employees Association  
Inc., Local 1000, AFSCME, AFL-CIO**

**For the Buffalo Sewer Authority  
Buffalo, New York**

  
\_\_\_\_\_  
**Julie Olszewski,  
CSEA Unit President**

  
\_\_\_\_\_  
**Chairman – Buffalo Sewer Authority**

  
\_\_\_\_\_  
**Robert W. Mueller,  
CSEA Labor Relations Specialist**

## **APPENDIX A - SICK BANK RULES**

The Sick Leave Bank ('SLB') shall be governed by the following rules and regulations:

1. The SLB shall be administered by a board of three (3) Trustees. Two (2) Trustees shall be from the Union and one (1) shall be appointed by the Board of the Authority. Their term of office shall be life of the contract.
2. The Trustees shall meet at least once per month, more often if there is a demonstrated need. At least two (2) Trustees must be present to hold a valid meeting.
3. The SLB covers all employees who have one (1) year of continuous service with the B.S.A.
4. The SLB will pay benefits for a prolonged illness to a maximum of four (4) calendar months for employees with less than seven (7) full years of continuous service; and to a maximum of eight (8) calendar months for employees with more than seven (7) full years of continuous service.
5. Benefits shall be granted only for a prolonged personal illness. A prolonged illness is a sickness or injury which totally disables an individual from performing the duties of his job for a period in excess of thirty (30) workdays.
6. In the case of prolonged illness, SLB benefits shall not commence until the thirty-first (31<sup>st</sup>) workday of disability.
7. Any sick leave credits earned by an employee while he/she is collecting sick leave benefits will accrue directly to the SLB.
8. Before a member can draw on the SLB, available personal sick leave days, vacation credits and personal leave days to a maximum of thirty (30) such days must be exhausted. In the event a member has fewer than thirty (30) such days, he or she may use other available benefit time or go payless until the thirty-first (31<sup>st</sup>) work day of disability.
9. A physician's statement must be supplied by the applicant before SLB benefits are granted. The statement must detail the illness or disability.
10. The SLB Trustees may require a member requesting and/or receiving benefits to submit to a physical examination(s) by a doctor of the Trustees' choice. Expenses for said examination(s) will be paid by the Buffalo Sewer Authority.
11. If the examination results by the doctors are at variance, a majority vote of the Trustees will be binding.

12. Benefits will be granted to the same individual only once per six month period for the same illness.
13. SLB benefits are not payable to an employee disabled as a result of injury or sickness arising out of and in the course of employment, a motor vehicle accident or criminal activity.
14. SLB calendar year is from January 1<sup>st</sup> through December 31<sup>st</sup>.
15. Upon request, the parties will meet and further review Sick Bank rules during the term of the Agreement.
16. Once an employee has exhausted their maximum benefit as described above, employees would be eligible to receive donated leave under the following eligibility criteria:
  - be absent due to a non-occupational personal illness or disability for which medical documentation satisfactory to SLB board of trustees is submitted as required
  - have exhausted all leave credits

There is no maximum number of days which a recipient employee may accept, provided, however, that donated leave cannot be used to extend employment beyond the point it would otherwise end by operation of law, rule or regulations.

Donations may be solicited by the recipient employee, on his or her behalf by co-workers or by Union representatives. The Authority may not solicit donations on the employee's behalf.

## **APPENDIX B – ALCOHOL AND DRUG TESTING PROCEDURE**

(a) The parties agree to continue the current practice in effect regarding Alcohol and Drug Testing.

(b) Disciplinary Procedure

First offense, 10 working days without pay.

Second offense, 30 working days without pay.

