

AGREEMENT

between

BUFFALO SEWER AUTHORITY

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO



July 1, 2018– June 30, 2022

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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 **COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and 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 Exclusivity

The Authority recognizes the Communications Workers of America, AFL-CIO, as the sole and exclusive negotiating representative for all the employees whose job titles appear on Schedule A hereto annexed.

Section 2 Union Dues

The Authority agrees to deduct one initiation fee and Union membership dues in accordance with the amount certified by the Union to the employer and to maintain such due deductions in accordance with the terms and conditions of the form of authorization for payroll deduction 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 CWA Secretary-Treasurer, 501 3rd Street, N.W. Washington, D.C. 20001.

Section 3 Affirmation "No Strike"

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 or impose upon its members an obligation to conduct, assist or participate in such a strike.

Section 4 Discrimination U.E.W

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, and to represent equally all employees without regard to membership or participation in or association with the activities of any employee organization.

Section 5 Discrimination B.S.A.

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

Section 6 Management Rights

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Authority, including, but not limited to, the right to determine the missions, methods, purposes and objectives of the Authority and to include the selection, recruitment, hiring or promotion of employees pursuant to law, to establish specification 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 provision of this Agreement are retained by it.

Section 7 Productivity

Both parties recognize that productivity improvements and efficiencies are vital to the interest of the Authority. Therefore, the right of the Authority to implement those areas of job improvements not otherwise limited within the provisions of the contract is recognized. The Authority agrees to inform the Union of any proposed development prior to implementation.

Section 8 Residency

- (a) Employees hired prior to July 1, 1986 may reside outside the City of Buffalo or suburban areas under contract for service with the Authority and shall be eligible for promotional examinations administered by the Municipal Civil Service Administration and appointment to titles in higher job groups.
- (b) Employees hired on or after July 1, 1986 but before June 1, 2009 must reside in the Authority's service area and must remain a resident of said service area-during the initial seven (7) years of employment. Such employees shall be eligible for promotions and promotional examinations administered by the Municipal Civil Service Administration and appointment to titles in higher job groups.
- (c) Employees hired on or after June 1, 2009 shall be required to reside in the City of Buffalo as a condition of employment. Such employees shall be eligible for promotions and promotional examinations administered by the Municipal Civil Service Administration and appointment to titles in higher job groups.

- (d) In the event the BSA merges with the sewer services of another municipality, these residency requirements will be expanded to permit residence within the municipalities included in the merger agreement.
- (e) During negotiations for successor collective bargaining agreements, the BSA will not advance proposals seeking to change the terms of Sections a and b above, except as may be necessary to implement changes related to mergers, as described in Section d.

Section 9 Bill of Rights

To insure that individual rights of employees in the Bargaining Unit are not violated, the following shall represent the employees' bill of rights:

- (a) An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- (b) An employee shall be entitled to Union representation at each stage of disciplinary proceeding brought pursuant to Section 75 of the Civil Service Law.
- (c) 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.
- (d) 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.
- (e) In all disciplinary hearings under Section 75, the employee shall be presumed innocent until proven guilty.
- (f) An employee shall not be coerced or intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

Section 10 Agency Shop

All present or future employees who are not Union members and who do not make application for membership shall have deducted from their pay a service charge in an amount equal to the regular monthly dues of the Union; such amount is to be remitted to the Union by the Buffalo Sewer Authority. The employee organization has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes only incidentally related to terms and conditions of employment.

The employee organization shall indemnify and hold harmless the Buffalo Sewer Authority and its officials or employees from any causes of action, claim, loss or damage incurred as a result of the employer's deduction of any agency fee from any employee. The employee organization shall have no right or interest in any agency fee deduction until such collected monies are actually paid to the employee organization.

Upon the forwarding by mail of payment of the agency fee deduction to the last known address of the employee organization, the Buffalo Sewer Authority and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the employee organization.

Section 11 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 Administration.
- (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;
 - 2. Retirement;
 - 3. Discharge for cause;
 - 4. Failure to report for work, including failure to report for duty upon the expiration of any absence, for five (5) consecutive working days without having notified and been excused by the General Manager or designee;
 - 5. Being off the payroll for a period of twelve (12) continuous months, unless said period is extended by the General Manager or designee for not more than six (6) months for the sole purpose of awaiting a response to the employee's application for New York State disability retirement, provided such application was filed within twelve (12) months of the commencement of disability. 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 the subsequent hiring.

- (e) Probation. A new 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 does not accrue and is not entitled to receive fringe benefits provided by this contract.
- (f) Laborers. Bargaining unit members employed in non-competitive and laborer titles shall be afforded layoff and recall protection by seniority in accordance with those provisions of the Civil Service Law which govern the layoff and recall of competitive employees (i.e., presently Section 80 of the Civil Service Law).

ARTICLE III: SALARIES AND SHIFT DIFFERENTIALS

Section 1 Wages

Wage increases will be provided as follows:

- (a) Wages
 - (1) Effective July 1, 2018, all bargaining unit employees will receive a two percent (2.00%) increase.
 - (2) Effective July 1, 2019, all bargaining unit employees will receive a two percent (2.00%) increase.
 - (3) Effective July 1, 2020, all bargaining unit employees will receive a two percent (2.00%) increase.
 - (4) Effective July 1, 2021, all bargaining unit employees will receive a two percent (2.00%) increase.
- (b) As soon as practical, following the successful ratification of the July 1, 2018 through June 30, 2022 agreement, each employee actively employed on the date of ratification shall receive a one-time, non-cumulative bonus of five hundred dollars (\$500.00).
- (c) See Schedule A which is appended to and forms a part of this Agreement.

Section 2 Shift Differential

(a) Second Shift Differential (4:00 p.m. to 12:00 a.m.)

Those employees permanently assigned to the established second shift (4:00 p.m. to 12:00 a.m.) will be paid a shift differential of \$1,000.00 per annum. This includes the second shift Motor Equipment Mechanic and Laborer II whose regular shifts are 3:00 p.m. to 11:00 p.m.

(b) Third Shift Differential (12:00 a.m. to 8:00 a.m.)

Those employees permanently assigned to the established third shift (12:00 a.m. to 8:00 a.m.) will be paid a shift differential of \$1,200.00 per annum.

(c) Proration of Temporary Shift Assignments

Shift workers who are not permanently assigned to the second or third shift will be compensated on the basis of a prorated daily or hourly amount of the applicable annual shift differential for hours worked, including overtime, on said shifts.

(d) Differential for Wastewater Treatment Plant Operator II

Beginning in 2009, employees in the job title Wastewater Operator II who possess a New York State Wastewater Treatment Operator's license (level 2A or higher) will be paid an annual license incentive of \$500.00. Employees entitled to this incentive shall be required to submit a copy of their license on or before December 31 of each year to remain eligible for the license incentive, which shall be paid annually in January. Employees who are eligible for less than a full year shall receive a pro-rated share of the annual license incentive.

Section 3 Safety Shoes

All members of the bargaining unit are required to wear steel-toe safety shoes during working hours. The Authority will pay up to \$150 dollars per employee toward the purchase of safety shoes each year. Reimbursement will be made against a purchase receipt.

Section 4 Clothing Allowance

Each member of the bargaining unit will receive a clothing allowance in the amount of \$100.00 per annum which will be paid in a lump sum on or about the anniversary date of the Agreement.

Section 5 Deferred Compensation

The Authority will continue to make available the deferred compensation program as offered by the City of Buffalo and 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 and to remit

the amounts deducted in accordance with the terms of the program. Beginning July 1, 2012, employees who participate in the New York State Deferred Compensation Plan have the option to defer into this plan compensation received from any Longevity Bonus, Sick Bonus, (including the payment described at Article VI, Section 1(e)), Vacation Bonus, In-Lieu of Medical Payment, In-Lieu of Dental Payment and retroactive pay.

All contributions to the Plan shall be in accordance with the standards, rules and regulations of the Deferred Compensation Board and the provisions of Section Four Hundred Fifty-Seven (457) of the Internal Revenue Code regulations adopted pursuant thereto. This transaction must be processed through BSA's payroll office, in compliance with BSA policies and New York State rules.

ARTICLE IV: HEALTH AND WELFARE

Section 1 Active Employee Medical Insurance

Permanent employees shall be eligible to enroll in health insurance on the first (1st) day of the month following the completion of thirty (30) days of employment. Provisional and Temporary employees shall be eligible to enroll in health insurance on the first (1st) day of the month following the completion of sixty (60) days of employment. The Authority shall provide a high deductible health insurance plan with a Health Reimbursement Arrangement (HRA) in a similar tier to the Blue Cross Blue Shield POS 7200 plan.

The Authority will pay one hundred percent (100%) of the high deductible health insurance premium and will establish and maintain a high deductible health insurance plan with Health Reimbursement Arrangement account for each eligible and participating employee consistent with Section 105(h) of the Internal Revenue Code and funded as follows:

- (i) The HRA account of employees hired prior to June 1, 2006 shall be funded annually with an amount equal to one hundred percent (100%) of the annual deductible applicable to their type of coverage (either single or family plan).
- (ii) The HRA account of employees hired on or after June 1, 2006 shall be funded annually with an amount equal to eighty-five (85%) of the annual deductible applicable to their type of coverage (either single or family plan).
 - (a) Participating employees shall be provided with a debit card(s) to access their HRA account. At an employee's request, additional debit cards may be issued for use by spouses and covered dependents over age 18. There shall be no charge to employees for additional debit cards.

- (b) Beginning with the 2013 plan year, such amounts shall be credited to each employee's HRA account annually on July 1, to coincide with the start of the plan year.
- (c) Unused balances of an employee's individual HRA account will not roll over from year to year.
- (d)
 - (i) Effective August 1, 2012, all co-pays for prescription pharmaceuticals shall be eliminated.
 - (ii) The employer agrees to replace the annual out-of-network out-of-pocket maximum of high deductible plan with an annual out-of-network out-of-pocket maximum of \$2,000 single and \$4,000 family for services covered under high deductible plan.

Section 2 Retired Employees Medical Insurance

- (a) The Authority will provide eligible employees who retire on or before July 31, 2012 with the employee's choice of either Blue Cross/Blue Shield Traditional Blue POS 201/201 Plan, Original Network or Advantage Network (as described in Schedule B of the 2007-2012 collective bargaining agreement), or Traditional Blue POS 7200 with Health Reimbursement Arrangement, (HRA), funded as described in Section (d), below. The summary plan description for Traditional Blue POS 7200 is included in this agreement as Schedule B. The adjustments described in Section 1(d), above, related to prescription co-pays and annual out-of-network out-of-pocket maximums are also applicable to retirees selecting Traditional Blue POS 7200.
- (b) The Authority will provide eligible employees who retire on or after August 1, 2012 with Traditional Blue POS 7200 with HRA, funded as described in Section (d), below.
- (c) Beginning with the July 2013 plan year, retirees who subscribe to the Blue Cross/Blue Shield Traditional Blue POS 201/201 Plan will be given the option of transferring to Traditional Blue POS 7200 with HRA, funded as described in Section (d), below
- (d) Beginning August 1, 2012, the Authority will establish and maintain a Health Reimbursement Arrangement (HRA) for each retiree who subscribes to Traditional Blue POS 7200, consistent with Section 105(h) of the Internal Revenue Code. At the start of each plan year, the HRA of each participating retiree shall be funded with an amount equal to one hundred percent (100%) of the total deductible for employees hired before June 1, 2016 and eighty-five (85%) of the total deductible for employees hired after June 1, 2016 applicable to their type of coverage (either single or family plan).

- (e) The Authority will provide eligible employees who are hired after June 30, 2018 and become eligible to retire with health insurance plan similar to the health insurance they received during the last year of their employment with the Authority.
- (f) Unused balances of a retiree's individual HRA account will not roll over from year to year.
- (g) Participating retirees shall be provided with a debit card(s) to access their HRA account. Upon a retiree's request, additional debit cards may be issued for use by spouses and covered dependents over age 18. There shall be no charge to retirees for additional debit cards.
- (h) Retirees who are eligible for Medicare Part B will be provided with Blue Cross/Blue Shield Traditional Blue POS 201/201 Plan, Original Network or Advantage Network Medicare Plan with benefits that will be identical to those offered under Blue Cross/Blue Shield Traditional Blue POS 201/201 Plan, Original Network or Advantage Network. The only instance where benefits are not identical are the enhancements associated with the Medicare plan. Retirees must avail themselves of coverage under Medicare Part B.
- (i) To be eligible for retiree health benefits, an individual must have been employed by the Authority for a minimum of ten (10) consecutive years 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 Pension plan.
- (j) Regardless of the plan selection or coverage type selected by the retiree, the Authority will pay one hundred percent (100%) of the health insurance premium for the duration of the employee's life.
- (k) Retirees who have alternate insurance and desire to waive medical insurance 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 card. Payments will be made by separate check mailed on or before the 20th day of July each year.

Section 3 Additional Insurance

The BSA will directly provide the following benefits for eligible bargaining unit employees:

- (a) Dental Insurance. The Authority will pay 100% of the In-Network Preferred Scheduled of Allowance of an Emblem Health Dental Plan. Emblem Health will reimburse the employee up to 50% of the Preferred fee scheduled Out of Network. Dependent coverage is currently available for dependents of employees up to age 23;

- (b) Term life insurance with coverage in the amount of \$30,000 for each employee, \$10,000 for an employee's spouse, and \$5,000 for an employee's dependent child; and
- (c) Prescription eyeglass program with a maximum allowance of \$350 per employee per year through an optician to be selected by the employee, with reimbursement to be made against a purchase receipt. Alternatively, an employee may elect to enroll in the vision component of the Civil Service Employees Association's Solstice Plan. The Authority agrees to pay up to \$350 per year for the employee and his or her immediate family, which, for purposes of this benefit, includes spouse and children under 19 years of age (coverage to age 25 for students). Any additional costs will be borne by the employee. Employees will select their optical insurance plan annually during the open enrollment period and cannot switch their selection until the next open enrollment.

Section 4 Payments In-Lieu of Insurance

Any employee represented by the union who is entitled to medical insurance coverage as provided above may elect to waive such coverage if he or his spouse has comparable coverage. An employee who desires to waive such 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.

- (a) 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 medical insurance plan provided herein, and the employee will be provided full family coverage without any preconditions or lapse in coverage.
- (b) An employee who has waived his or her medical coverage and who desires to be reinstated to such coverage as provided 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.

- (c) 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. This provision will be effective for employees on the first day of the month following execution of this Agreement and for individuals who retire on or after said date. If through death or divorce, the employee/retiree receiving the waiver payment is no longer covered, he/she will be covered without lapse in coverage as provided above.
- (d) An employee may elect to waive his family dental program on the same basis and subject to the same conditions set forth above, in which event he shall receive a payment of \$240 per year.

Section 5 Insurance for Surviving Spouses

Effective July 1, 2014, 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 the medical insurance described in Sections 1 and 2 above 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 V: APPLICATION OF JOB CLASSIFICATION SCHEDULE

Section 1

- (a) Schedule – 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 classification.

- (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 Administration Rules shall receive the step in the higher grade job which he enjoyed in the job grade from which he was promoted.

- (c) Schedule – 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) Job Group Allocations

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

ARTICLE VI: LEAVES OF ABSENCE WITH PAY

Section 1

(a) Absence on Account of Sickness of Employee

Each employee of the Buffalo Sewer Authority 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 utilize personal sick accruals 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. Employee must exhaust personal sick accruals before the use of vacation and personal leave. Entitlement to said benefits is subject to the conditions, limitations and restrictions hereinafter provided.

(b) Absence on Account of Work-Related Injury

No employee shall use personal 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 *infra*.

(c) Sick Leave Credits and Sick Bank

Each employee shall be allocated personal sick leave credits at the maximum rate of one and one-fourth (1-1/4) days per month on the first day of each calendar month, providing such employee has received his regular pay from the Authority on at least fifteen (15) days during the preceding calendar month. Employees will not be able to access this accrued sick leave until they have completed six (6) months of continuous service. Personal sick leave credits cannot be earned for any period of time during which an employee is on leave of absence without pay. For every one and one-fourth (1-1/4) days of personal sick leave earned by an employee in accordance with the above paragraph, one-sixth (1/6) day of sick leave will be credited by the Authority to a sick leave bank to be administered pursuant to the rules set forth in Memorandum of Agreement Number 1. The total number of sick days credited to the bank shall not exceed 1,250. Once the maximum is reached, days earned during the preceding year will be credited to the sick leave bank on the anniversary of this Agreement only to the extent necessary to replace sick days awarded to employees.

(d) Personal Sick Leave Credits

Personal sick leave credits shall be cumulative to a maximum of three hundred (300) working days. After said maximum is reached, no further sick leave credits may be earned by an employee, except to the extent of restoring credits subsequently used for sick leave and thereby again building up accruals to the said maximum of three hundred (300) working days.

(e) Credit Upon Retirement

Upon an employee's retirement, or, if eligible for retirement at time of death (that is, having completed at least ten (10) years of continuous service), the Buffalo Sewer Authority will purchase from the employee his sick leave days, one (1) day of 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) Excess of Sick Leave with Pay

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-half day.

(g) Absence by Reason of Disability of Illness

Absence from duty by reason of illness or disability must be reported by the employee to his or her immediate supervisor one (1) hour before the employee's scheduled starting time. 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 designee for good and sufficient cause.

(h) Proof of Illness

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 five (5) days of the commencement of any illness or disability or,

when any such absence is for a period of fewer than five (5) days, within two (2) working days after an employee's return to duty and shall be subject to the approval of the General Manager or designee. 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 General Manager or designee 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 period of time may be waived by the General Manager or designee 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) Payments for Non-Use

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 schedule, such pay to be made within thirty (30) calendar days:

No utilization of sick leave for the period:

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

Donating sick leave days to other BSA employees under the sick leave program outlined in the Sick Bank Rules will not disqualify an employee for the bonus described in this section.

Section 2 Maternity/Paternity Leaves

Upon written request, an employee will receive an unpaid leave of absence for no more than seven (7) months following the birth of a child. The Authority will not continue the employee's group health insurance coverage during said leave if the employee's spouse has equivalent coverage. If the spouse does not have such coverage, or it is discontinued during the maternity/paternity leave, the Authority will continue or reinstate its group health insurance coverage.

Section 3 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 against accumulated sick leave credits; provided, however, that no such absence with pay shall exceed the number of working days of accumulated sick leave credits standing to the credit of an employee.

Section 4 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 and 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 or designee and sick leave for this purpose shall be granted only with the approval of the General Manager or designee, except in the discretion of the General Manager or designee such certificate or affidavit may not be required where such an absence is for one (1) day or less. Such absence shall be charged against the total of cumulative sick leave credits, but not to exceed the total of such credits.

Section 5 Absence to Attend Court

(a) Subpoenaed as Witness

An employee of the Authority subpoenaed as a witness involving a Buffalo Sewer Authority action in a court of record located within the City of Buffalo or area serviced by the Buffalo Sewer Authority, in the trial of an action or proceeding shall receive his full pay during such absence, for the time he is actually required to attend in court.

(b) Attendance at Trial

An 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 vacation, 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 was absent from his regular scheduled employment.

(c) Jury Duty

Whenever an employee of the Buffalo Sewer Authority 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 work day shall be granted unless and until satisfactory proof of reporting for or performing the required jury duty on each such scheduled work day is presented by the employee to the head of the department in which he is employed. Compensation received less expenses for jury duty must be submitted to the Authority.

Section 6 Union Leave

(a) Conditions for Leave

An employee will be excused from work assignment with pay for the conduct of Union business only upon the following conditions:

- (i) The employee is an officer of the Union, a member of its Executive Board, or a member delegated in advance of the requested time off by resolution duly adopted by the Executive Board; and
- (ii) The Union business is of a type described in subparagraph (b) of this section; and
- (iii) The employee complies with the procedure set forth in paragraph (c) of this section.

(b) Purpose of Leave

A Union officer, Executive Board member or duly delegated member will be excused from his work assignment with pay only for purposes listed below. Off shift officers and other union representatives eligible for union leave will be excused with pay for daytime activities described in Section 5(b), i.e. these individuals will receive a compensatory period of paid time off on the shifts immediately before or after the daytime activity, provided they were scheduled to work on said shift:

- (i) To attend scheduled meetings with representatives of the Authority. Examples would include joint safety committee meetings, second step grievance meetings and informal conferences regarding discipline or discharge scheduled in accordance with the provisions of this agreement which pertain to said meetings.

- (ii) To attend regularly scheduled meetings of the Union Executive Board, not to exceed one-half (½) day each month. The five officers of the union (President, two Vice Presidents, Secretary and Treasurer) will receive an additional one-half day of unpaid leave each month to be taken on the day of the regular Executive Board Meeting.
- (iii) To investigate grievances on the shop floor. Only the designated grievance chairman at the facility will be permitted leave for this purpose, to a maximum of one (1) hour per grievance. There will be no more than one (1) grievance chairman each designated for Sewer Maintenance Division and Treatment Plant.

(c) Procedure for Leave

An officer of the Union, member of its Executive Board, or duly delegated member will not be excused with pay from his work assignment for one of the purposes stated above unless the following procedure is followed:

- (i) A written request is submitted to the employee's supervisor forty-eight (48) hours prior to the commencement of the requested leave, unless notice of a meeting with management is not received more than forty-eight (48) hours before scheduled, in which event the written request will be submitted as soon as possible. A timely request will be honored, providing operational requirements of the facility can be met.
- (ii) The employee must report for his regular work assignment before leaving to perform union business.
- (iii) If the Union business is concluded before the end of the employee's shift, he must report back to his regular work assignment.

(d) Attendance at Conventions

An employee designated to represent the Union at a convention or similar convocation may be granted a leave of absence without pay. Such a leave, including duration, is granted in the Authority's sole discretion and prior approval by the Board is required.

(e) President of Union

The President will be excused for two days each week, or for forty percent (40%) of his scheduled work hours in the event the President is not ordinarily scheduled to work five (5) days during the calendar week, during which time the President is to undertake all Union business. Such leave days

will be at the Union's expense except the Authority will pay the President's regular wage for not more than eight (8) hours each week for time spent in joint meetings with Authority representatives during said leave time. The Union President will work at his regular job three (3) days or sixty percent (60%) of his schedule work hours each week.

Section 7 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 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. Customarily, these three days of leave will include the day of the funeral service and the two days prior to the funeral. Employees may request a variation from this custom as funeral arrangements may indicate.
- (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 shall 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 8 Personal Leave.

(a) Personal Leave Credit

All employees covered by this Agreement shall be granted five (5) personal leave days per contract year commencing July 1.

(b) Application

New employees shall be granted personal leave days on a prorated basis from the date of hire through the remainder of his/her first contract year as follows:

Date of Hire:

July, August	5 days
September, October	4 days
November, December	3 days
January, February	2 days
March, April	1 day
May, June	0 days

(c) Consecutive Days

Such personal leave shall be for personal business not specifically covered elsewhere. Application for personal leave shall be filed with the employee on a prescribed form with the head of his department, forty-eight (48) hours prior to leave (except in bona fide 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.

(d) Restoration

A personal leave shall not be granted for less than one-half (1/2) full day.

(e) Accrual

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.

(f) 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.

Section 9 Holidays and Holiday Work - Bonus Pay

(a) Holidays

Continuous operation of the Buffalo Sewer Authority requires staffing of some positions by employees on the following recognized holidays: New Years Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas day.

(b) Holiday Eligibility

To be eligible for a paid holiday, an employee must work 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. Sick leave refers only to absences for which an employee is eligible for and receives sick leave benefits in accordance with Section 1 of this Article.

(c) Holiday Pay

An eligible employee is entitled to thirteen (13) paid holidays in each calendar year. These days are as follows: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, General Election Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day. For shift workers, the recognized holiday for purposes of subparagraph (d) is the date of the holiday itself in the case of New Year's Day (January 1), Good Friday, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving, Day After Thanksgiving and Christmas. Martin Luther King Day, Presidents' Day, Columbus Day, General Election Day and Veteran's Day will be recognized on the day observed by the federal government and the banks. In listing these recognized holidays, the parties do not intend to change the established practice for scheduling and paying holidays for shift workers.

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. This provision does not apply to shift workers.

(d) Work on a Holiday.

1. All day workers will be paid time and one-half for recognized holidays worked. This includes employees who are called in to work on a recognized holiday.
2. Overtime hours worked on a recognized holiday will be paid at double time and one-half based on the employee's normal hourly rate of pay. Overtime in this paragraph refers only to consecutive hours worked in excess of eight hours and does include overtime hours worked on a holiday when the base eight hours were worked on the last shift of the day preceding the holiday. To be entitled to double time and one-half under this subparagraph, an employee must work his next scheduled shift following the holiday overtime. An employee who receives premium pay

under this section shall not be entitled to receive premium or overtime compensation under Section 4 of Article X of this Agreement.

Example: An employee who works his regularly scheduled shift from 4:00 p.m. to midnight on the day before a holiday and then works from midnight to 8:00 a.m. on the holiday is entitled to double time and one-half for the hours worked on the holiday.

3. Shift workers scheduled to work on a holiday will be granted one (1) day off with pay subsequent to the holiday.

Section 10 Vacations

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

(a) Eligibility and Allowance

If such continuous employment is for a period of less than a year prior to the 1st day of April, an employee shall be eligible for a vacation of one-half day for each completed full month of service (attendance on fifteen (15) or more working days) prior to April 1st computed to the nearest full day.

- (i) An employee hired prior to July 1, 1985 who has been continuously employed by the Authority for a complete full year prior to the 1st day of April shall be eligible for a vacation of:

After 1 year:	2 weeks
After 5 years:	3 weeks
After 6 years:	3 weeks and 1 day
After 7 years:	3 weeks and 2 days
After 8 years:	3 weeks and 3 days
After 9 years:	3 weeks and 4 days
After 10 years:	4 weeks
After 11 years:	4 weeks and 1 day
After 12 years:	4 weeks and 2 days
After 13 years:	4 weeks and 3 days
After 14 years:	4 weeks and 4 days
After 15 years:	5 weeks - Maximum

- (ii) An employee hired between July 1, 1985 and May 31, 2009, who has been continuously employed by the Authority for a complete full year prior to the 1st day of April shall be eligible for a vacation of:

After 1 year:	2 weeks
After 5 years:	3 weeks
After 10 years:	4 weeks
After 15 years:	5 weeks

(iii) An employee hired on or after June 1, 2009 who has been continuously employed by the Authority for a complete full year prior to the 1st day of April shall be eligible for a vacation of:

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

Vacation schedules must conform to operational requirements.

(b) Vacation – Specific Request

On or before the first day of March each year, the employees shall express their preference, in writing, on a form to be provided by the employer, for the scheduling of not more than three nor less than one week of vacation time. The vacation time so requested must be in periods of at least one week. In order to facilitate the selection process, the employee shall indicate first, second and third choices for the requested vacation. Any employee failing to request vacation in accordance with this provision shall forfeit vacation choice by seniority for the year.

On or before the first day of April of each year, the employer shall post the vacation schedule. After the schedule is posted, other vacation time will be granted in accordance with the employee's preference wherever practical. Such vacation must be requested at least forty-eight (48) hours in advance, except where a bona fide emergency prevents an employee from making a request within forty-eight (48) hours, in which case the request shall be made as soon as possible. Requests will be considered on the basis of operational requirements.

Vacations for more than three consecutive weeks will be allowed only when applied for in writing thirty (30) days in advance and require approval of the General Manager. Vacation shall not be granted for less than one-half (½) day.

In scheduling vacations, the employer shall give effect to the requests of employees in the order of their job classification seniority. Regardless of seniority, an employee may not bump another employee whose vacation has been scheduled or granted in accordance with this Agreement. Vacation schedules must conform to the operational requirements of the Authority.

A scheduled vacation may be changed with the prior approval of the employer. A request for such a change must be received at least one week prior to the date on which the employee's vacation is scheduled to begin or, in the event the employee is seeking to advance his vacation, one week prior to the date on which the employee is requesting to begin his vacation. A request for vacation change may be granted on the basis of operational requirements.

In the application of this section, a vacation week shall consist of the employee's regularly scheduled work days during the vacation work week (Sunday through Saturday). All employees in the bargaining unit who do not use earned vacation credits may request compensation in cash for not more than ten (10) days of accumulated and unused vacation time standing to their credit at the end of the vacation year.

(c) Transfer – Vacation Credits

If an employee is promoted or transferred to another department, vacation credits will be transferred.

(d) Vacation Rights – Lay Off, Separation, Retirement

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.

(e) Prorated Vacation Credits Additional Eligible Service

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

(f) Vacation Pay

Employees will 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 Buffalo Sewer Authority Payroll Department at least seven (7) days in advance.

(g) Carryover of Unused Vacation

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

ARTICLE VII: LEAVES OF ABSENCE WITH PAY - MILITARY TRAINING PROGRAMS

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 other duties under the supervision of the United States or the State of New York shall be granted a leave of absence with pay for a period not to exceed thirty (30) days annually during such service.

For employees who are on an extended leave of absence for military service as a result of "Operation Enduring Freedom," see Memorandum of Agreement Number 3.

ARTICLE VIII: SETTLEMENT OF DISPUTES

Section 1 Grievance Procedure

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 their 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 their designee, shall answer in writing within five (5) working days of receipt of the grievance. Should a written response not be presented within said five (5) 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

designee. The General Manager or designee shall schedule a meeting to be held no later than ten (10) working days after receipt of the grievance, at which time union representation, with or without the employee, is entitled to be present. Two representatives of the union will attend Step 2 grievance meetings. The representatives attending will be chosen by the union. If the union believes that the presence of a third representative is also necessary, it will submit a request to the Authority stating the reason for said request. If the Authority denies this request, a reason will be given. The General Manager or - designee shall, within five (5) working days after the meeting, set forth in writing an 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 five (5) working days of the meeting, the grievance shall be considered denied.

Section 2 Submission to Arbitration

If not satisfied with the Step 2 answer of the General Manager or designee, or, should the Authority's answer not be presented within five (5) working days of the Step 2 meeting, the Union may, within forty-five (45) calendar days, give notice in writing that the matter is to be submitted to an impartial arbitrator. Within ten (10) working days of said notification, the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the selection shall be made by alternatively striking names from the list. The arbitrator shall schedule such a hearing within ninety (90) days and shall issue a decision within thirty (30) days after the conclusion of testimony and argument. The decision shall be binding upon all the parties.

Section 3 Power of Arbitration

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 Decision of Arbitrator

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 Limitations

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 therefor 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 bypassed by mutual agreement in writing.

Section 6 Grievance Forms

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

Section 7 Policy Grievances

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. Such a grievance, however, must be presented in writing to the General Manager 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 Union, whichever is later.

Section 8 Working Days

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

ARTICLE IX: WORKERS' COMPENSATION INSURANCE

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

Section 1 Eligibility

An employee of the Authority 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). After an employee has received the difference between his salary and statutory compensation for a total of fifteen (15) work days (three calendar weeks), he must complete twelve (12) months of continuous service to again be eligible for this benefit.

Section 2 Requirements for Entitlement

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 by any of the above, 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 V, 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 a 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:
 - (a) the compensation benefit for such day(s) shall be paid to the Authority as reimbursement for advance payment of compensation;
 - (b) the employee's sick leave, personal leave or vacation credits shall be restored to his account;
 - (c) the workers' compensation benefit days shall be counted toward the fifteen (15) work days (three calendar weeks) of benefits permitted under this Article;
 - (d) employees will be excused to attend hearings before the Workers' Compensation Board scheduled in connection with claims arising from their employment by the Buffalo Sewer Authority. To receive compensation for time lost in attending such hearings, employees must notify their immediate supervisor at least two (2) working days prior to the scheduled hearing, and must report to work both before and after the scheduled hearing.
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) work days (three calendar weeks) as defined in Section 1 of this Article. Such payments are contingent upon continuing entitlement to and payment of statutory workers' compensation benefits.
7. Benefits will not be payable under this article during the first seven (7) days of disability due to compensable injury or illness. An employee's entitlement to pay during such seven (7) day period will be dependent upon his entitlement to sick leave, personal leave or vacation in accordance with paragraph 4 of this Article.

Section 3 Extent of Entitlement

With the exception of the limitation in paragraph 7, 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.

Section 4 Entitlement to Other Benefits

Any employee who is on workers' compensation leave shall have his vacation entitlement pro-rated after the initial fifteen (15) work days (three calendar weeks) of such leave. Additionally, such employee shall not earn any additional sick leave credits after the initial fifteen (15) work days (three calendar weeks) of such leave until he or she returns from workers' compensation leave.

ARTICLE X: HOURS OF EMPLOYMENT

Section 1 Work Week

The work week shall consist of five (5) working days of eight (8) hours each in the aggregate.

Section 2 Daily Hours

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

Section 3 Employees Called to Work Outside His Regularly Scheduled Shift

Any employee called to work outside his regular scheduled shift shall be paid for at least four (4) hours at time and one-half his normal rate, whether the four (4) hours are worked or not.

Section 4 Time and One-Half

All employees shall be compensated at one and one-half times their regular pay for any of the following work:

- (a) all work performed in excess of eight (8) hours in any work day;
- (b) all work performed in excess of forty (40) hours in any work week;
- (c) all work performed before or after any scheduled work shift;
- (d) all work performed on a Saturday or Sunday (for those employees on a Monday through Friday work schedule). The overtime rate specified for Saturday and Sunday work shall not be paid to employees for whom those days fall regularly within their work week.
- (e) There shall be no pyramiding of overtime; that is, an employee shall not receive overtime compensation for the same hours on the basis of more than one of the preceding paragraphs.

The overtime rate specified above for Saturday and Sunday work shall not be paid to employees for whom those days fall regularly within their work week. The employer will not reduce or increase the number of hours paid to employees regularly assigned to shifts scheduled to work when the region moves to daylight savings time in the Spring of each year and returns to eastern standard time in the Fall, except that employees working on an overtime basis during such shifts shall be paid for the hours actually worked.

An employee shall be entitled to a second one (1) hour meal period or compensation in lieu thereof only if he or she actually works a minimum of four (4) or more consecutive hours beyond his or her normal work day.

Section 5 Work Day

Following are the regular work days of the various employees in the bargaining unit:

(a) Shift workers in the Treatment Plant, including boiler room operations:

1st Shift - 8:00 a.m. to 4:00 p.m.

2nd Shift - 4:00 p.m. to 12:00 a.m.

3rd Shift - 12:00 a.m. to 8:00 a.m.

(b) All others working the first or day shift:

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

(c) Laborer maintenance assistants and complaint truck crew:

7:30 a.m. to 3:30 p.m. and 3:30 p.m. to 11:30 p.m.

(d) Second Shift Motor Equipment Mechanic and Laborer II in the Sewer Maintenance Division:

3:00 p.m. to 11:00 p.m.

Section 6 Shift Relief

Operational personnel when properly relieved may punch out up to fifteen (15) minutes prior to the end of their shift. An employee is "properly relieved" when his replacement is at the station or he has been excused by the Shift Superintendent.

Section 7 Straight Shift Work

(a) All shift employees will be assigned specific shifts.

(b) The purpose of this section is to establish an orderly procedure whereby employees may be given the opportunity to be transferred to a shift of their choice, based upon their classification seniority, without adversely affecting efficiency of operations.

(c) The initial assignment of employees to a specified shift will be made in accordance with an employee's request and his classification seniority. Consideration will be given to an employee's specific job request within

his classification in line with his seniority. If two or more employees with the same seniority date request the same shift preference for a position, the tie will be broken by their Civil Service test score for their classification. Those employees who do not file a shift preference application during the above period will be assigned to a specific shift at the discretion of Management.

(d) Prior to completion of twelve (12) twenty-eight (28) day cycles, during a period mutually agreed upon between Management and the Union, employees having a minimum of one year's seniority may make application for transfer to another shift. Such application will be made in writing to their department head during the agreed upon period. Such applications will be valid only during the twelve (12) cycle period. Shift transfers made in accordance with this paragraph will be effected following completion of the twelfth twenty-eight (28) day cycle.

(e) Employees not accommodated on the exchange basis according to the preceding paragraph will be given preference in their seniority order to fill vacancies within their job classification within their department caused by death, increased or decreased schedules, or which are being filled by new hires, or younger seniority employees, providing they have the ability to perform the job. Whenever possible, shift transfers in accordance with this paragraph will be effected following the 3rd, 6th, 9th or 12th cycles.

(f) It is agreed that new employees may be assigned to any shift for the purpose of being trained for a job for a reasonable length of time, but not to exceed sixty (60) working days.

Section 8 Overtime Compensation

All employees shall be paid overtime compensation or 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 times the normal rate of compensation as is payable to any such employee for employment during 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. All overtime shall be compensated at the rate of one and one-half times regular pay, except overtime hours worked on a recognized holiday which are compensated at double time and one-half in accordance to Article VI, Section 8, paragraph (d) 2.

(a) Employees may elect to take compensatory time off instead of overtime wages, under the following terms:

(i) Compensatory time will accrue at the rate of time-and-one-half for hours worked in all contractual overtime situations as defined at Article X, Section 4.

(ii) A maximum of 32 hours of compensatory time may accrue every six months. If the compensatory time accrual reaches 32 hours, some portion of the time must be used or cashed out.

(iii) Employees may elect to be paid the cash value of accrued compensatory time at the end of each month.

(iv) Compensatory time in amounts under 32 hours not used or cashed out will roll over to the next month, but any compensatory time in excess of 32 hours must be used immediately or cashed out.

Section 9 Assignment of Overtime

Should overtime be determined to be necessary, it will be assigned in accordance with the following provisions. It is the intent of the parties to rotate overtime opportunities among qualified employees. The initial overtime rotational lists will be established in accordance with job classification seniority.

(a) Records regarding the assignment of overtime, including refusals, will be maintained and posted.

(b) On or about the anniversary date of this agreement, and periodically throughout the contract year, employees will be canvassed regarding availability for overtime. Those individuals who have not waived their right to overtime will be placed in the overtime rotation. When overtime is actually refused or worked, the employee shall be charged with that overtime. An employee added to a rotational overtime list will be credited with a number of hours equal to the average number of overtime hours worked to date by employees on the list.

(c) The following principles govern the assignment of overtime:

(i) Plant Maintenance Division

Overtime will first be offered to the person on the job or to a qualified individual who is familiar with the area in which the work is being performed. Thereafter, overtime opportunities will be offered in rotation to qualified individuals in the appropriate job classification.

(ii) Operations

Overtime will first be offered to the man in the station and then to others on the shift who are qualified to perform the work, with the overtime first being offered to employees in the same classification as the man in the station. Thereafter, overtime opportunities will be offered in rotation to qualified individuals who are not at work by classification.

(iii) Boiler Room

The first option will be to have available work performed by a qualified person on the incoming shift. In the event this cannot be done, overtime will first be offered to an employee in the same classification on the outgoing shift. Thereafter, overtime opportunities will be offered in rotation to qualified individuals on three separate overtime lists: Second Class Stationary Engineers, Senior First Class Stationary Engineers and Laborers II. An overtime assignment will not exceed

five (5) consecutive work days following which the opportunity will be offered to the next eligible employee.

(iv) Sewer Maintenance Division

A. All overtime will be rotated on a wheel, with names listed by job classification seniority, except overtime of four (4) or less hours that is a continuation of a job. Employees will be charged all overtime hours worked.

B. Overtime will be offered within the same classification group; provided, however, overtime may be offered to Laborer II's then Laborer I's for the second shift Laborer II position.

C. If there is a question about the capability of a particular employee for a particular job, capability will be determined by the supervisor. Any employee passed over for this reason will be offered the next available overtime for a job he is qualified to perform.

(v) Motor Equipment Mechanic in the Maintenance Division

A. In the event a vacancy exists for the Motor Equipment Mechanic position due to a scheduled absence (vacation or personal leave), the opposite shift mechanic will be offered the overtime.

B. In the event a vacancy exists for the Motor Equipment Mechanic position due to a non-scheduled vacancy (sick), the Laborer II on shift will be supplemented to fill the vacancy.

C. In the event the person filling the Laborer II position is absent and is to be replaced on an overtime basis, Laborer IIs and Laborer I's will be canvassed to work the overtime utilizing the overtime wheel. If no Laborer is available, the Maintenance Assistants will be canvassed.

(d) It is understood that one or more engineers who successfully bid the day shift in the boiler room may be assigned to the Maintenance Department. The person(s) assigned will have the option of refusing the assignment in the first instance. However, should no one accept the assignment, it will be made to the day shift engineer or engineers who are qualified to perform the work in inverse order of seniority.

ARTICLE XI: EXTRA COMPENSATION

Section 1 Emergency Assignments and Compensation Therefore

When, due to emergency conditions, an employee of the Sewage Treatment Department or of the Sewer Maintenance Division of the Sewer Department is required to temporarily perform the duties of an employee in a higher bracket, 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) Years of Continuous Service

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;

After thirty (30) years of continuous service, \$2,010 per year.

Example: An employee who has completed thirty (30) years of continuous service will receive an additional \$2,010 in annual compensation from that time forward.

(b) Payment of Increment

An employee shall receive the additional compensation to which he or she is entitled in a lump sum on the pay day following the anniversary of the employee's date of hire. 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) Proration Upon Retirement

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.

ARTICLE XII: DISCIPLINE AND DISCHARGE

Section 1 Disciplinary Action

- (a) An employee holding a position by permanent appointment or employment shall not be removed or otherwise subjected to any disciplinary penalty provided in this article, except for incompetence or misconduct shown after a hearing upon stated charges.
- (b) Disciplinary action shall be administered according to the booklet titled "Buffalo Sewer Authority Rules and Regulations." The Authority will specify its proposed penalty at the informal conference [see section 2(b) below]. Following the hearing [see section 2(c) below], the General Manager will not impose a penalty greater than that proposed by the Authority at the informal conference. A penalty more severe than that indicated in the "Rules and Regulations" will in no instance be imposed except where the circumstances surrounding the infraction are aggravated.
- (c) If the accused is acquitted, he shall be restored to his position with full pay for the period of suspension, less the amount of compensation which he may have earned in any other employment or occupation and any unemployment benefits he may have received during such period.

Section 2 Procedure

- (a) An informal conference will be held regarding an employee against whom disciplinary action is proposed. At such conference, the accused employee shall have the opportunity to be represented by the Union or by legal counsel. Two representatives of the Union will attend the informal conference in discipline cases in addition to the employee(s) subject to disciplined. The representatives attending will be chosen by the Union. If the Union believes that the presence of a third representative is also necessary, it will submit a request to the Authority stating the reason for the request. If the Authority denies this request, a reason will be given. The employee against whom disciplinary action is proposed may present witnesses in his/her behalf. The General Manager shall have the power to dismiss or withdraw the charges if the conference so warrants, or accept a plea of guilty.
- (b) An employee against whom disciplinary action is proposed shall be served with a written copy of the charges preferred against him and shall have ten (10) days to answer in writing. A copy of the charges shall also be served upon the Union. The answer shall be served upon the General Manager or designee. Where the accused defaults in answering, he shall be permitted to show matters in mitigation of any punishment which may be imposed.

- (c) In the event that the charges are not withdrawn or dismissed after such conference, or if a plea of guilty has not been entered, a formal hearing shall then be held upon the charges before a hearing officer mutually selected by the parties. Such hearing officer shall be deemed to be the person designated by the General Manager or designee for that purpose within the meaning of Section 75 of the Civil Service Law of the State of New York.
- (d) The hearing officer so selected and so designated shall be vested with all of the powers of the General Manager and shall make a record of such hearing. His findings and recommendations shall then be referred to the General Manager for review and decision.
- (e) Upon the said formal hearing, the accused employee shall have the right of representation by counsel and also the right to summon witnesses upon his behalf. The burden of proving the charges preferred shall be upon the person alleging same. Compliance with technical rules of evidence shall not be required.

Section 3 Suspension Pending Determining of Charges; Penalties

- (a) Pending the hearing and determination of charges, the employee against whom such charges have been preferred may be suspended without pay for a period not to exceed thirty (30) days.
- (b) The penalty or punishment imposed shall be as set forth in Section 1, paragraph (b) of this article.
- (c) If the charges are not sustained, the accused employee shall be restored to his position with full pay for any period of suspension less the amount of compensation which he may have earned in any other occupation or employment or any unemployment benefits he may have received during such period.
- (d) If the accused employee is found guilty, a copy of the charges, his written answer thereto, a transcript of the hearing, and the final determination itself shall be filed in the office of the department or agency in which he has been employed, and shall also be filed with the Civil Service Administration. A copy of the transcript of the hearing shall, upon the request of the accused employee so found guilty, be furnished to him without charge.
- (e) No removal or disciplinary proceeding shall be commenced more than one (1) year after the occurrence of the wrongdoing complained of or its discovery, if later. However, such limitation shall not apply where the wrongdoing complained of would, if proved in a court of appropriate jurisdiction, constitute a crime.

- (f) Any employee believing himself aggrieved by a penalty or punishment of demotion or in dismissal from the service, or suspension without pay, or a fine imposed pursuant to the provisions of this article may appeal from such determination either by an application to the Buffalo Civil Service Administration or by application to the Supreme Court in accordance with the provisions of Article 78 of the Civil Practice Law and Rules. If such employee elects to appeal to the Administration, he shall file such appeal, in writing, within twenty (20) days after receiving written notice of the determination to be reviewed. In accordance with the provision of Section 76 of the Civil Service Law, the decision of the Administration shall be final and conclusive and not subject to further review in any court.

ARTICLE XIII: HEALTH & SAFETY COMMITTEE

The Authority agrees to participate in a Joint Labor-Management Health and Safety Committee. The Committee shall be composed of three representatives of the Authority and three representatives of the Union, at least one of whom shall be from Sewer Maintenance Division and one from the Treatment Plant. If the Union believes that the presence of an additional union representative is also necessary, it will submit a request to the Authority stating the reason for said request. If the Authority denies this request, a reason will be given. The Committee will function as follows:

- (a) Meet at 2:00 p.m. on the third Thursday of each month, or such other time as is mutually agreed to by the parties. Minutes will be maintained.
- (b) Make recommendations for the correction of unsafe conditions and the elimination of unsafe work practices.
- (c) The Committee (one representative each from the Authority and the Union) shall investigate serious accidents and circumstances that have been reported to be of imminent danger.
- (d) Review and analyze all reports of injury and illness relating to safety, and recommend rules and procedures for the prevention of accidents and diseases, and for the promotion of the health and safety of employees.
- (e) Recommend health and safety education.
- (f) All disputes and disagreements arising under the health and safety clauses of this contract, if not disposed of by the Health and Safety Committee, shall proceed to the General Manager with appropriate

recommendations for resolution, who shall respond in writing to the Safety Committee and Buffalo Sewer Authority Board within thirty (30) calendar days from the date recommendation is submitted to the General Manager.

- (g) If during working hours, Committee members will function without loss of pay.

ARTICLE XIV: RETIREMENT

Section 1 Retirement System

By state law, the Buffalo Sewer Authority is a member of the New York State Employees' Retirement System. Since July 1, 1971, all participating employees of the Authority have come under the provisions of Section 75-1 of the Retirement and Social Security Law (Non-Contributory Improved 20 Year Career Plan).

Section 2 Sick Leave Conversion

Upon an employee's retirement or, if eligible for retirement at time of death, the Buffalo Sewer Authority will purchase from the employee his sick 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.

Section 3 Health Insurance

Employees who retire shall be provided with a group health insurance benefit as provided for in Article IV.

ARTICLE XV: MISCELLANEOUS PROVISIONS

Section 1 Bulletin Boards

The employer agrees to provide space and bulletin boards for exclusive use of the Union 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 Union business.

Section 2 Access to Premises

The employer agrees to permit representatives of the Union 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 Printing of Agreement

The Authority shall prepare at its expense and distribute to each member of the Union a copy of this contract within sixty (60) days of the date of signing. The form of the contract, either booklet or as presently done, shall be the option of the Authority.

Section 4 Automobile Allowance

All employees who use their private auto from time to time on Authority business shall be paid the sum of \$6.00 per day for use of their private automobile on Authority business. Payment for such use of private automobiles shall be authorized only where said auto is used after prior written request by department head. If an employee, after reporting to his regularly assigned work location, is required to transfer to another location during the work day, he should receive an auto allowance authorization if required to use his private automobile.

Section 5 Tuition

(a) The tuition for courses or programs required by the current job specifications for positions regularly filled by the Authority will be 100% reimbursed, as will the cost of books required for the completion of the courses. Additionally, the Authority will reimburse employees for a maximum of \$150 annually for necessary educational fees required for the completion of the courses. Prior to receiving reimbursement under this program, the employee must submit to the Authority a request for authorization of the major/program of study in which the employee is enrolled, or a request for reimbursement of an individual course. The BSA reserves the right to approve the course of study only as it relates to qualifications and specifications for current BSA job titles.

(i) At least twice per year, the Authority will offer in-plant training for Wastewater Operators on their “extra day” to help Wastewater Operators fulfill New York State licensing requirements. It is understood that training may be postponed or cancelled in the event of inclement weather, or if the training cannot be completed without creating an overtime situation.

(b) The tuition for other course requirements associated with the approved major/course of study will be reimbursed at 75%, if successfully completed. Courses not directly related to approved major will be reimbursed if they are required and they are not the first college level courses for which reimbursement has been requested. Such courses must be taken at a school or institution accredited by the State of New York. Courses taken must not conflict with the work schedule of the employee and may be taken at both the undergraduate and graduate levels. Employees will not be reimbursed for failed, dropped or incomplete courses.

- (c) To apply for tuition reimbursement, employees must complete an Application for Tuition Assistance and submit it to the designee of the Board of the Buffalo Sewer Authority with proof of payment and successful completion. The Authority will make every effort to fulfill the request for reimbursement within 30 days of the employee submitting proof of successful course completion.
- (d) Reimbursement will be limited to two (2) courses during any one semester, unless a laboratory course is taken, in which case the course limit will be three (3).
- (e) Wastewater Operators and Stationary Engineers will be reimbursed by the Authority for fees related to the renewal of their professional licenses.

Section 6 Breaks and Wash-Up Time

- (a) All employees shall be given a one (1) hour lunch break and a fifteen minute break during each half shift.
- (b) All employees shall have a fifteen minute wash-up time at the end of each shift.
- (c) All operational employees shall be covered as indicated in (a) and (b), but must remain at their work stations.
- (d) If an employee is assigned to work a "double" shift, he shall be given a one (1) hour lunch break off the premises, if he so chooses.
- (e) Operators assigned to sludge pump, screen/grit and digestors area will be permitted to eat lunch in adjoining areas as designated by the Authority after receiving recommendations from the Union.

Section 7 Sewer Maintenance Crew Assignments

Employees will be assigned to maintenance crews in accordance with operational needs as determined by the Director of Sewer Maintenance or designee. In the event it is necessary to supplement for a foreman who is absent due to sickness, vacation, injury or other reason, the senior qualified employee will move up to supplemental supervisor.

Section 8 Laborers

As Sewer Authority job specifications are reviewed by the Buffalo Civil Service Administration, the Authority will recommend that laborers with two (2) years of service with the Authority, who are otherwise qualified, be permitted to take tests for entry level positions such as Wastewater Treatment Plant Operator I, Maintenance Assistant (Sewer Cleaning), Truck Driver and Millwright Helper on a promotional basis.

Section 9 Coveralls

All bargaining unit employees shall wear coveralls while working except those exempted by the Treatment Plant Superintendent and the Director of Sewer Maintenance. The Authority will supply and launder the coveralls. Employees will be responsible for the coveralls issued to them and will be liable for any such pairs as are missing.

Section 10 Blood Donors

Bargaining unit employees will not be excused from work without loss of pay to donate blood, but may utilize paid personal or vacation leave time standing to their credit.

Section 11 Union Office

The employer will provide the Union with appropriate office space for the conduct of union business at the Treatment Plant. The employer and the Union shall tour the Treatment Plant and mutually agree to space that will be designated as space for the union.

Section 12 Pump Watch

It is understood and agreed that employees covered by this agreement are from time to time requested to perform pump watch as part of their work assignment. Whenever pump watch is required after regular working hours, two (2) employees from the bargaining unit shall be assigned to that watch at all times.

Section 13 Weather Emergencies

With the exception of those 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, a travel ban for the City of Buffalo or the municipality in which an employee lives, or involving the likely route an employee would travel from home to work. Those employees required or requested to work shall be compensated at the rate of time-and-a-half for all hours worked. Employees required to work during emergencies will include: All wastewater operators, all plant side maintenance personnel, boiler room staff, any CWA Lab personnel and anyone additionally designated by the General Manager during an event.

ARTICLE XVI: CONFORMITY TO 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 revision of this contract is found to be contrary to 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 provision 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII: ALCOHOL AND CONTROLLED SUBSTANCE TESTING

See policy attached as Memorandum of Agreement Number 2, which will be effective January 1, 1998.

ARTICLE XVIII: 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 XIX: TERMINATION OR MODIFICATION

This Agreement shall be in effect as of the 1st day of July 2018, and shall remain in full force and effect until the 30th day of June 2022. 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 no later than one hundred fifty (150) days prior to the termination date. This Agreement shall remain in full force and 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.

ARTICLE XX: NOTICE OF SUCCESSORSHIP

In the event the Authority decides to merge, sell, close, lease, assign, divest, or otherwise transfer ownership and/or management of its operations, in whole or in part, and said transaction may impact members of the bargaining unit, the Authority shall notify the Union in writing ninety (90) days prior to the transaction, if possible, or otherwise as soon as notice can be given. Following said notice and upon request by the Union, the parties will promptly meet and negotiate over the impact of its decision upon the terms and conditions of employment of the affected employees.

SCHEDULE A
Hourly Wage Rates

Hourly Wage Rates Effective July 1:		2018	2019	2020	2021	
Annual Increase:		2%	2%	2%	2%	
Group and Job Title						
IV.	Laborer I	Step 1:	18.83	19.21	19.59	19.98
		Step 2:	19.33	19.72	20.11	20.51
		Step 3:	19.84	20.24	20.64	21.05
		Step 4:	20.33	20.74	21.15	21.57
		Max:	20.83	21.25	21.68	22.11
V.	Wastewater Operator I Laborer II	Step 1:	19.40	19.79	20.19	20.59
		Step 2:	19.93	20.33	20.74	21.15
		Step 3:	20.45	20.86	21.28	21.71
		Step 4:	21.05	21.47	21.90	22.34
		Max:	21.63	22.06	22.50	22.95
VI.	Maintenance Assistant (Sewer Cleaning) Stock Clerk Truck Driver Oiler	Step 1:	19.97	20.37	20.78	21.20
		Step 2:	20.60	21.01	21.43	21.86
		Step 3:	21.21	21.63	22.06	22.50
		Step 4:	21.82	22.26	22.71	23.16
		Max:	22.43	22.28	23.34	23.81
VII.	Sewer Construction Worker Grower Millwright Helper Second Class Stationary Engineer Laboratory Assistant	Step 1:	20.60	21.01	21.43	21.86
		Step 2:	21.32	21.75	22.19	22.63
		Step 3:	22.04	22.48	22.93	23.39
		Step 4:	22.74	23.19	23.65	24.12
		Max:	23.43	23.90	24.38	24.87
VIII.	Wastewater Operator II Equipment Operator	Step 1:	21.57	22.00	22.44	22.89
		Step 2:	22.34	22.79	23.25	23.72
		Step 3:	23.12	23.58	24.05	24.53
		Step 4:	23.88	24.36	24.85	25.35
		Max:	24.64	25.13	25.63	26.14

SCHEDULE A
Hourly Wage Rates
 (continued)

Hourly Wage Rates Effective July 1:			2018	2019	2020	2021
Annual Increase:			2%	2%	2%	2%
VIII.A	Wastewater Operator II (with 2A license)	Step 1:	21.80	22.24	22.68	23.13
		Step 2:	22.59	23.04	23.50	23.97
		Step 3:	23.38	23.85	24.33	24.82
		Step 4:	24.13	24.61	25.10	25.60
		Max:	24.91	25.41	25.92	26.44
IX.	Painter	Step 1:	22.49	22.94	23.40	23.87
		Step 2:	23.34	23.81	24.29	24.78
		Step 3:	24.19	24.67	25.16	25.66
		Step 4:	25.06	25.56	26.07	26.59
		Max:	25.93	26.45	26.98	27.52
X.	Electrician, Machinist, Millwright, Carpenter, Combination Welder, Senior First Class Stationary Engineer, Instrument Technician, Wastewater Operator II (with 4A license)	Step 1:	23.67	24.14	24.62	25.11
		Step 2:	24.61	25.10	25.60	26.11
		Step 3:	25.56	26.07	26.59	27.12
		Step 4:	26.51	27.04	27.58	28.13
		Max:	27.74	28.02	28.58	29.15
XI.	Head Electrician Motor Equipment Mechanic Head Millwright	Step 1:	24.83	25.33	25.84	26.36
		Step 2:	25.86	26.38	26.91	27.45
		Step 3:	26.87	27.41	27.96	28.52
		Step 4:	27.93	28.49	29.06	29.64
		Max:	28.99	29.57	30.16	30.76
XII.	Head Mechanic	Step 1:	25.03	25.53	26.04	26.56
		Step 2:	26.37	26.90	27.44	27.99
		Step 3:	27.67	28.22	28.78	29.36
		Step 4:	28.99	29.57	30.16	30.76
		Max:	30.30	30.91	31.53	32.16

SCHEDULE B

Summary Plan Description

Similar Tier - Blue Cross-Blue Shield Traditional Blue POS 7200 with Health Reimbursement Arrangement

INSERT SPD FOR HEALTH INSURANCE

Memorandum of Agreement #1:
SICK LEAVE BANK RULES AND REGULATIONS

1. The SLB shall be administered by a board of five (5) Trustees. At least three (3) of the Trustees shall be from the members at large of the Union. Their term of office shall be the life of the contract. A representative of the BSA, to be designated by the General Manager, shall be invited to attend all meetings of the Trustees.
2. The Trustees shall meet once per month. At least three (3) Trustees must be present to hold a valid meeting. No member shall enter or be taken out of the SLB without a valid meeting of the Trustees. The chairperson of the SLB shall be elected from among the Trustees by the Trustees. No member shall enter or be taken out of the SLB without the signature of the SLB chairperson and the president of the Union on a form designated for such a purpose.
3. The Trustees are empowered to grant benefits only for such a period of time that is reasonable.

IT IS THE RESPONSIBILITY OF THE MEMBER REQUESTING SLB BENEFITS TO
COOPERATE WITH THE TRUSTEES IN THE DETERMINATION OF WHETHER SUCH
MEMBER IS ELIGIBLE FOR SLB BENEFITS.
4. Benefits shall be granted only for a prolonged personal illness. A prolonged illness is a sickness or injury (under a medical doctor's care) that is not job related, which totally disables an individual from performing his/her job duties for a period in excess of thirty (30) working days. On the 31st day, depending on the Trustees' approval, he/she may draw from the SLB. This increment may be changed by actions of the plan.
5. In case of a prolonged illness, the applicant MUST apply by submitting a written request. Human Resources will certify the medical doctor's documentation which must specifically detail the illness or injury. (Chiropractor's documentation will not be accepted.)
6. Upon receiving the written request, the applicant will receive a claim form which is to be filled out by his medical doctor. The form is then returned to the Trustees preferably during the thirty (30) day period.

IT IS THE RESPONSIBILITY OF THE MEMBER DRAWING BENEFITS TO
PROVIDE ADEQUATE MEDICAL DOCUMENTATION TO THE TRUSTEES

VIA HUMAN RESOURCES, AT THE FREQUENCY REQUESTED BY THE TRUSTEES, TO RETAIN HIS/HER ELIGIBILITY TO DRAW BENEFITS.

7. If Human Resources is unable to certify the medical doctor's documentation, the Trustees will have the authority to send the applicant to a physician chosen by the Trustees. This physician's opinion will be binding. The local union will pay for the examination.

NO MEMBER HAS THE RIGHT TO DRAW BENEFITS UNLESS THE TRUSTEES ARE CONVINCED THE CASE HAS MERIT.

8. The SLB may cover all employees who have eighteen (18) months of continuous service with the Buffalo Sewer Authority.
9. Tier System: Employees will be eligible for sick leave in the following increments, based on length of service with BSA, as determined by the employee's seniority date:

18 months to less than 5 years of service time	45 days maximum
5 years but less than 10 years of service time	60 days maximum
10 years but less than 15 years of service time	80 days maximum
15 years or more of service time	100 days maximum

Employees become eligible for the next-higher tier on their employment anniversary date.

These increments may be changed by action of the plan trustees.

10. A member will have a one calendar year waiting period from the end of his/her benefit withdrawal before he/she is eligible for SLB benefits again. In the case of a serious, recurring illness, such determination will be made by the Trustees.
11. Any sick leave credits earned by the individual while he/she is drawing SLB benefits will accrue directly to the SLB.
12. The SLB will not pay benefits for injuries sustained in car accidents, injuries sustained through a criminal act, cosmetic or elective surgery.
13. Minutes of the meetings of the Trustees will be kept. Members will be notified, in writing, of any rule changes.
14. An employee who is determined to be entitled to Social Security Disability Benefits shall cease to be eligible for SLB benefits. In the event such an individual receives a retroactive award, he or she shall reimburse the Authority in an amount equal to SLB benefits received during any period for which Social

Security benefits are awarded and the SLB shall be credited with a number of benefit days corresponding to the amount of reimbursement.

15. An individual who is awarded a New York State disability retirement benefit ceases to be eligible to receive SLB benefits.
16. An employee is not eligible for SLB benefits for any period during which he or she is receiving New York State Disability benefits.
17. Once an employee has exhausted their maximum benefits as described above, he or she is eligible to receive donated leave under the following eligibility criteria:
 - is absent due to a non-occupational personal illness or disability for which medical documentation satisfaction to SLB Trustees is submitted as required, and
 - has exhausted all accrued sick leave, vacation and personal time.

There is no maximum number of days which a recipient 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 union representatives. The Authority may not solicit donations on the employee's behalf.

Employees who are otherwise eligible for the benefits of the sick leave non-utilization bonus provided in Article VI.1.j of this agreement will not become disqualified for the bonus by donating days under this program.

Memorandum of Agreement #2:
THE BUFFALO SEWER AUTHORITY
ALCOHOL AND CONTROLLED SUBSTANCE TESTING POLICY

The following policy represents an agreement between the Buffalo Sewer Authority and Communications Workers of America (CWA). This policy establishes mutually developed alcohol and drug abuse prevention standards.

PERSON IDENTIFIED TO ANSWER QUESTIONS

As part of our continuing policy to ensure fair and equal treatment of our employees, we understand that there may be questions and concerns involving our controlled substance and alcohol testing policies and programs. To assist you in understanding the requirements placed on both you, the employee, and us, the employer, we have designated the General Manager or designee to answer your questions regarding alcohol and drug testing programs.

STATEMENT OF POLICY

It is prohibited to purchase, use, sell, transfer, or possess controlled substances on Authority premises or in Authority vehicles. The unauthorized use, sale or purchase of alcohol on Authority premises or in Authority vehicles is also prohibited. It is prohibited to be under the influence of alcohol or impaired by the use of drugs, or prescription drugs, or controlled substances during the work day.

BACKGROUND

Any use of alcohol, or drugs, or prescription drugs, or controlled substances which causes intoxication or impairment while on the job poses a risk to the employer, the affected employee, co-workers, and the public.

PROHIBITED CONDUCT

An employee shall not:

- Report for work while having a blood alcohol concentration of 0.04 or greater;
- Use alcohol while working;
- Be on duty while possessing alcohol;
- Perform duties within four (4) hours of using alcohol;
- Use alcohol for eight (8) hours following an accident unless the employee has been given a post-accident test;
- Refuse to submit to a required alcohol and/or drug test involving post-accident, reasonable suspicion, or follow-up testing, or-
- Report for work when using any controlled substances, except when the use is under the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to work. (Controlled substances include, but are not limited to, opiates and opium derivatives (heroin, morphine, or codeine), hallucinogenic substances (marijuana, LSD, PCP, or peyote), depressants (methoquallone or barbiturates), stimulants (amphetamines or methamphetamine), benzodiazepines (tranquilizers, valium, or librium), and coca leaf derivatives (codeine or crack).)

DEFINITIONS

For the purpose of this policy, the following definitions apply:

- Alcohol Abuse: The consumption of alcohol such that it impairs attendance, conduct, or the performance of on-the-job duties.
- Controlled Substance: Any substance for which the purchase, sale, possession, transfer, or consumption is illegal.
- Drug: Any non-alcoholic substance capable of causing impairment of an employee while performing on-the-job duties.
- Drug Abuse: The use of any drug which is not legally obtainable; the use of any drug which is legally obtainable, but has not been legally obtained; the use of any prescribed or over-the-counter drug which is not being used for the prescribed or manufactured purpose (to include consumption in quantities greater than prescribed).
- Prescription Drug: Any substance prescribed for an employee's consumption by a licensed medical practitioner.
- Under the Influence: Having alcohol, prescription drugs, or controlled substances in one's body sufficient to adversely affect an employee's ability to work in a safe and productive manner, or impair an employee's job performance; or create a safety risk to the employee, co-workers, customers, the public or property; or in excess of concentration specified above.
- Work or Work Day: Any tour (including break time and meal time), overtime, or call-out is defined as the work day.

WHEN AN EMPLOYEE WILL BE TESTED

Types of Tests: Pre-employment, Reasonable Suspicion, Post-Accident, Return to Duty and Follow-Up (If required by a substance abuse professional).

An individual who has been ordered for testing must report to the collection site immediately upon being informed that a test is being ordered. Any delay in excess of one (1) hour in reporting to the collection site by the individual will be treated as a refusal to submit to the test.

All time spent administering an alcohol or controlled substance test for post-accident testing, reasonable suspicion testing or follow-up testing after the employee's return to work from any suspension, including travel time, will be paid at the employee's regular rate of pay or at their overtime rate, if applicable.

TESTING PROCEDURES

DRUG TESTING

Testing will be for five (5) drug types: (1) Marijuana, (2) Cocaine, (3) Opiates (4) Amphetamines, (5) Phencyclidine (PCP).

All drug testing is done from urine specimens collected under highly controlled conditions. Specimen collection procedures require a designated collection site; security for the collection site; chain of custody documentation; use of authorized personnel; privacy during collection; integrity and identity of the specimen; and transportation to the laboratory.

In order to meet the federal requirements, the only laboratories that can be used are those that have been certified by the Federal Government. The Substance Abuse and Mental Health Services Administration

certifies laboratories that have met all of the guidelines established by the Department of Health and Human Services.

After the urine specimen has been collected and forwarded to the laboratory, two tests may be performed. The initial test is the immunoassay test. This is a screening test to determine drug usage for the five (5) classes of drugs. If the results of the initial test are negative, the testing laboratory will advise the Medical Review Officer (MRO) that the drug test was negative.

If the first test is positive, a second test, known as a confirmation test is done. The second test is done by a different method which is even more accurate (and expensive) than the first. All specimens identified as positive on the initial test must be confirmed using gas chromatography/mass spectrometry techniques. Only specimens that are confirmed positive on the second test may be reported as positive to the Medical Review Officer. The Medical Review Officer or a management official may contact you directly to notify you of a positive test and to investigate for alternate explanations for a positive test. Should you be unavailable, after a reasonable attempt is made to contact you, the Medical Review Officer may verify a test as positive without having communicated directly with you about the test.

A split specimen collection will be done. That is, the urine is divided into two specimen bottles. If the test result of the primary specimen is positive, you may request the Medical Review Officer to send the second (or split) specimen to a different certified lab for testing. If the result of the test of the split specimen is “negative,” the MRO shall cancel the test. **If you want the specimen retested, you must advise the MRO within 72 hours of being notified of the positive test result.** The employee must pay the cost of the second test. If the second sample tests positive, then the employee is subject to the sanctions contained in this policy. If the second test is negative, the BSA will pay the cost of that test.

ALCOHOL TESTING PROCEDURES

Alcohol testing is done by testing breath, because breath is the most easily obtained bodily substance and the results are known within minutes of testing. The testing device is called an Evidential Breath Testing Device (EBT).

The alcohol testing will be done in a site that affords privacy to the employees being tested. This site could be a room, van, or a partitioned off area. Only one breath test will be done at one time. The person giving the test will not leave the testing site during your test.

In order to get a sufficient quantity of deep lung air, the employee is requested to blow forcefully into the mouthpiece for at least six (6) seconds, or until the EBT indicates that an adequate amount of breath has been obtained. The EBT will immediately display the results of the test and the results will be shared with the driver. Printed results are not required for the initial test.

When the initial test results show a reading of 0.02 BAC or greater, a confirmation test is necessary. Before the confirmation test, a 15-minute waiting period will be observed. As the confirmation test is done on the same EBT as the first test, the testing procedures will be the same.

When the confirmation result is different from the initial test, the lower of the two test results will be used to determine the consequences. A breath alcohol testing form will be prepared with a copy for the tested employee.

TESTING PROGRAMS

REASONABLE SUSPICION TESTING

An employee is subject to reasonable suspicion testing for controlled substances and/or alcohol. Reasonable suspicion means that the BSA believes that the employee's appearance, behavior, speech, or body odors are indicative of the use of alcohol and/or drugs. The conduct, appearance, or actions of the employee must be observed by two (2) supervisors or BSA officials including a union representative if possible.

BSA employees who are ordered to submit to reasonable suspicion testing will be accompanied to the collection site. After the test is conducted, the employee will be escorted home. The employee may not return to work until the results of the test are known and only if the result is negative. The employee would be allowed to use accrued time while waiting for the results of the test. Where the results are negative and there are no surrounding circumstances (i.e. any other violation of the BSA Rules and Regulations) his time would be reinstated. In the event of a positive test, or if another violation occurs, his time would not be reinstated and he may be subject to further disciplinary action.

In the case of suspected drug use, the employee must be taken immediately to a collection site and a urine sample must be obtained. The employee's action that causes the BSA supervisor or official to require the test must be documented and signed by the witness within 24 hours after the behavior is noticed.

In the case of suspected alcohol use, the test must be done as soon as possible. The supervisor or official who makes the determination that reasonable suspicion exists shall not conduct the breath alcohol test on the employee.

POST ACCIDENT TESTING

Except as stated below, an employee must supply a urine specimen for drug testing and a breath test for alcohol following any accident or other incident during the work day in which there is bodily injury requiring medical attention within 24 hours of the incident or significant property damage. Also, testing must be done if the employee receives a citation under State or local law for a moving traffic violation arising from the accident. An employee need not be tested when he is seated in a legally parked truck that is struck by another vehicle. An employee seeking medical attention within 24 hours after an accident must notify the shift superintendent on duty and immediately submit to the required drug and alcohol tests. An employee who repeatedly injures himself may be tested irrespective of the seriousness of the injury.

If an employee fails to remain available for post-accident testing, he/she will be considered to have refused testing.

RETURN-TO-DUTY AND FOLLOW-UP TESTING

Return to duty tests are required before an employee who has violated the prohibited alcohol conduct standards or tested positive for drugs, returns to work. Follow-up tests are required following a determination that an employee is in need of assistance for resolving a controlled substance or alcohol misuse problem. They are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty. Employee will be notified in writing if follow up testing is extended.

REFUSAL TO SUBMIT TO A TEST

An employee shall not refuse to submit to a post-accident test, reasonable suspicion test, return to duty test or follow-up test. An employee who refuses to submit to a test will not be permitted to continue to work or to return to work. **A refusal to take a test has the same consequences as a positive drug test.**

In alcohol testing, the refusal to sign the certification on the form is regarded as a refusal to take the test. Not providing an adequate amount of breath may be regarded as a refusal to take a test. In drug testing, failure to provide sufficient urine may constitute a refusal.

Persons not producing an adequate specimen may be referred to a physician to determine the problem.

Not reporting to a test site, taking an unreasonably long time to report to the site or engaging in any conduct which obstructs the testing procedure may also be regarded as a refusal.

CONSEQUENCES OF A POSITIVE TEST

Any employee who has engaged in prohibited conduct shall be immediately removed from the performance of any work, and will not perform any work until:

- He/she has been evaluated by a Substance Abuse Professional (“SAP”) who will determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.
- If the employee has been identified by a SAP as needing assistance in resolving problems associated with alcohol or controlled substances, the employee must be reevaluated by a SAP and receive a determination that the employee has followed the rehabilitation program prescribed by the original evaluating SAP.
- He/she has undergone a return-to-duty test with a result indicating a breath alcohol level of less than 0.02 and a controlled substance test with a verified negative result.

If the employee has been identified by a SAP as needing assistance in resolving problems associated with alcohol or controlled substances, the employee will be subject to unannounced follow-up testing after returning to duty. The employee will be tested a minimum of six (6) times within the first twelve (12) months of returning to work. Follow-up testing may be extended for up to 60 months following the employee’s return to duty. The cost of evaluation and rehabilitation shall be the responsibility of the employee except, to the extent possible, said activities and costs will be covered by the City of Buffalo Substance Abuse Program or the employee’s health insurance drug rider. The cost of return to work tests, if any, shall be borne by the Buffalo Sewer Authority.

If an employee has a positive alcohol or drug test, the employee must be removed from his/her duties.

- Following the first positive test result: Once the employee has been on unpaid status for a period of two weeks, he/she may opt to access accrued vacation or personal time credited to him/her during the remainder of time he/she is unable to work pursuant to this policy.
- Following a second positive test result occurring within 5 years of the employee’s return to work after the first positive result: Once the employee has been on unpaid status for a period of 30 days, he/she may opt to access accrued vacation or personal time credited to him/her during the remainder of time he/she is unable to work pursuant to this policy.

In addition to the above, in the event a CWA member engages in prohibited conduct, the Buffalo Sewer Authority Rules and Regulations, Rule #31, will be used pursuant to Article XI of the Collective Bargaining Agreement between CWA and the Buffalo Sewer Authority.

**Memorandum of Agreement #3:
“OPERATION ENDURING FREEDOM”**

In the event an employee who is presently represented by Communications Workers of American, AFL-CIO (“Union”), and who is a member of the National Guard or Reserve Forces of the United States or the State of New York, is ordered into active military duty as the result of “Operations Enduring Freedom” (anti-terrorist campaign), the Buffalo Sewer Authority and the Union agree as follows:

1. Employees who have exhausted their entitlement to thirty (30) calendar days or twenty-two (22) working days (whichever provided the greater benefit to the employee) paid military leave §242 of the New York State Military Law shall be entitled to supplemental leave with reduced pay while performing ordered military duty under the terms outlined herein. Said supplemental leave with reduced pay entitles the employee to be paid the difference between the employee’s gross Authority pay and military pay.
2. The employee’s medical and dental insurance coverage shall be continued for the period of ordered military duty, provided said period does not exceed six (6) consecutive months. This coverage shall take effect on the first day of the month which immediately follows the last day on which the employee was on the active payroll of the Buffalo Sewer Authority. All terms and condition governing medical and dental insurance provided to an employee on a medical leave of absence without pay shall apply to an employee receiving medical and dental insurance pursuant to this paragraph.
3. Supplemental leave with reduced pay shall commence on the first calendar day immediately following the day on which the employee last worked or last received compensation, whichever is later. It shall be afforded to an eligible employee for a period of no more than six (6) months. It is understood that this supplemental leave with reduced pay shall be in addition to any military leave with or workout pay to which the employee is presently entitled pursuant to law or contract.
4. The period of time during which the employee is on a supplement leave with reduced pay shall, for the purpose of the Memorandum of Agreement, be treated as if the employee were on the active payroll for purposed of seniority and the accrual of benefits, except for holiday pay. Additionally, the Authority will continue the individual’s life insurance coverage during the period or supplemental military leave.

This Memorandum of Agreement shall be effective as September 11, 2001 and, unless extended by mutual agreement of the parties, shall expire on June 30, 2018.

**Memorandum of Agreement #4:
POTENTIAL FOR CHANGING DENTAL INSURANCE COVERAGE**

During the course of 2009 bargaining, the parties agreed that if Dutchess Dental, the dental plan administered by CSEA, can be made available to CWA bargaining unit members at the price comparable to the amount currently paid by BSA during the term of this agreement, CWA shall be offered the option of changing its dental coverage to the CSEA plan.

No such change will be implemented without the approval of the membership of CWA Local 1186.

<end>