

Buffalo Sewer Authority Employee Handbook

Welcome to the Buffalo Sewer Authority ("BSA"). The purpose of the BSA Employee Handbook ("Handbook") is to introduce you to BSA, explain our current policies, practices, and benefits, and serve as a reference tool for you in your employment at BSA. During the course of your employment at the BSA you should thoroughly familiarize yourself with the policies and procedures contained in this handbook, as well as any additional updated policies or procedures that may be communicated to you.

The BSA recognizes that many of its employees' terms and conditions of employment are governed by collective negotiations agreements. This Handbook does not supersede or affect any term or condition of employment that may exist in any collective negotiations agreement. It is the employee's responsibility to familiarize themselves with the applicable rules within their respective collective bargaining agreement.

The policies contained in this Handbook may be altered, modified or deleted by the BSA at any time without notice. If there are errors or information subject to interpretation, the BSA may interpret, change or correct that information. Although we have tried to draft this Handbook with as much attention to detail as possible, some information pertaining to the BSA's policies or procedures may have been omitted.

Handbooks are the property of the BSA. Upon termination of employment, handbooks shall be returned to the Human Resource department. The General Manager must authorize all changes and additions to this handbook. Questions involving interpretation of policy should be referred to the General Manager or designee for resolution. This handbook is not to be construed as a contract of employment. Please refer to your union's collective bargaining agreement for information on your specific terms of employment.

EQUAL EMPLOYMENT OPPORTUNITY

Buffalo Sewer is proud to be an equal opportunity employer that provides for and promotes equal opportunity employment, compensation, and other terms and conditions of employment without unlawful discrimination on the basis of age, race, color, creed/religion, disability, national origin, sex/gender, sexual orientation, veteran or military service member status, familial status, marital status, domestic violence victim status, genetic predisposition or carrier status, arrest and/or criminal conviction record, or any other category protected by law, unless based upon a bona fide occupational qualification or other exception.

Buffalo Sewer provides all qualified persons with equal opportunity in employment and to participate in and receive all the benefits, services, programs and activities of the Department. Reasonable accommodations will be provided to persons with disabilities and those engaged in a religious observance or practice, as are necessary to provide such equal opportunity.

Buffalo Sewer to provide reasonable accommodation to ensure effective communication of information to individuals with disabilities. If you need an auxiliary aid or service to make this information available to you, please contact the Office of Human Resources at 716-851-4664.

Commitment to Diversity

Buffalo Sewer is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at Buffalo Sewer and is an important principle of sound business management.

CIVIL SERVICE

Buffalo Sewer hires in accordance with the Civil Service Administration for the City of Buffalo. All competitive and non-competitive appointments are subject to Civil Service Administration qualifications and approvals. Candidates for employment at Buffalo Sewer must meet Civil Service job qualifications.

CLASSIFICATION OF POSITIONS:

COMPETITIVE CLASS APPOINTMENTS

Candidates in the competitive class compete by a written exam, or by training and experience, as established by the Civil Service Administration. Candidates who successfully pass these exams are placed on an appropriate Civil Service List.

NON-COMPETITIVE APPOINTMENTS

Candidates for non-competitive positions are not required to take a written exam or participate in training and experience exams. They are subject to qualification and Civil Service Administration approval.

EXEMPT EMPLOYEES

Exempt employees are not subject to Civil Service examinations. Exempt positions serve at the discretion of the BSA Board of Directors.

CLASSIFIED RULES OF CIVIL SERVICE

Civil Service Law (Section 20) requires that "each municipal Civil Service Administration shall prescribe, amend and enforce the suitable rules for carrying into effect the provisions of the State Civil Service Law". These must be approved by the State, and after such approval they have the force and effect of law. These rules are published periodically by the City of Buffalo, "Rules for the Classified Civil Service of the City..." Copies of the rules are available for review at the Civil Service Administration office for the City of Buffalo.

CIVIL SERVICE JURISDICTIONAL CLASSES

State Civil Service Laws and regulations prescribe the procedure which units of city government must follow in the recruitment, examination, selection, promotion and dismissal of public employees. Positions are classified according to the manner in which they are filled. The State Civil Service Commission retains final decision over the jurisdictional classification of positions in the city. Any questions regarding classifications should be directed to Civil Service Administration.

RESIDENCY REQUIREMENT

All employees must reside in the City of Buffalo as a condition of employment. Rules governing residency for employees of the BSA are outlined in the Collective Bargaining Agreements (herein CBA) between the Buffalo Sewer Authority and C.S.E.A. Local 815, and the Buffalo Sewer Authority and CWA Local 1186.

COLLECTIVE BARGAINING UNITS

There are two (2) collective bargaining units representing Buffalo Sewer employees. The Communications Workers of America (CWA) Local 1186 represents the "blue collar" employees. Civil Service Employees Associations (C.S.E.A.) Local 815 represents "white collar" employees.

CODE OF ETHICS

The City of Buffalo Code of Ethics, found in Chapter 12 of the City Code, applies to every officer and employee of Buffalo Sewer, whether paid or unpaid. Certain designated employees must file an annual disclosure statement within 30 days after taking office; no later than January 30th each year; and within 30 days after any change in the status of the matters subject to disclosure.

No officer or employee shall receive or enter into any agreement, whether expressed or implied, for compensation for services rendered in relation to any matter before the BSA. This shall not be applicable if the BSA officer or employee does not receive compensation by reason of his BSA position and the matter is not before his or her own department.

No BSA officer or employee shall directly or indirectly solicit, accept or receive any gift or financial benefit from or on behalf of any person or organization that has any financial or regulatory transaction with the BSA in which he or she serves or over which he or she has any jurisdiction or appointment. A "gift or financial benefit" shall include money, service, loan, travel, entertainment, hospitality or any financial transaction on terms not available to the general public that does exceed \$100.00 value.

No BSA officer or employee shall solicit, negotiate for or promise to accept employment by any person, firm or corporation with which he or she is engaged on behalf of the BSA in the transaction of business or which is or may be affected by his or her official action.

No BSA officer or employee shall, after the termination of service or employment with such municipality, appear before any department of the BSA or receive compensation for services in relation to any specific case, proceeding, application or matter before the BSA or against the BSA's interest in which he or she personally participated in the course of his or her service or employment.

No BSA officer or employee shall accept any employment, enter into any transaction or acquire any investment under circumstances in which any impression may reasonably be created that he or she will be influenced thereby in the conduct of his or her duties. No BSA officer or employee shall use or attempt to use his or her official position to secure unwarranted benefits, privileges or exemption for themselves or for others.

Every BSA officer or employee shall report to the Board of Ethics any action which may reasonably be interpreted as an improper attempt to influence the performance of his or her duties.

Any BSA officer or employee who shall violate any of the provisions of this code shall be subject to a civil fine of up to \$10,000.00 for each violation, as may be determined by the Board of Ethics. Such officer or employee may also be subject to warning, reprimand, suspension or termination of employment as may be determined in accordance with law.

COURTESY WITH THE PUBLIC

The public judges The quality of Buffalo Sewer's services is judges by the public. It is imperative employees show courtesy and efficiency with whom they come in direct contact. The public supports our services with their payment of sewer rents, and a major component of our job is to provide services for them. The public has every right to be treated with courtesy and respect, and to expect appropriateness in dress and manner from each of us. In performing your job, you may occasionally meet a person who is discourteous, most often because he or she is worried, or possibly because he or she doesn't understand why something cannot be done, or why something must be done. A most important aspect of your job is to be as polite and helpful as possible in spite of any such occasional difficulty.

POLITICAL ACTIVITY

All employees are subject to the provisions of the Hatch Act. Enacted in 1939, the Hatch Act (5 U.S.C.A. 7324) curbs the political activities of employees in federal, state, and local governments. The law's goal is to enforce political neutrality among civil servants: the act prohibits them from holding public office, influencing elections, participating in or managing political campaigns, and exerting undue influence on government hiring.

OUTSIDE EMPLOYMENT

All officers and employees of the BSA shall give the whole of their time and attention to the performances of the duties of their office or employment during the hours of such employment; and such employees, except part time employees, shall not, after or before such hours, regularly engage in any other business, work or employment without the consent of the General Manager or designee.

Work-related activities and conduct away from Buffalo Sewer must not compete with, conflict with or compromise the company's interests or adversely affect job performance and the ability to fulfill all responsibilities to Buffalo Sewer. All officers and employees are prohibited from performing any services for customers of Buffalo Sewer that are normally performed by Buffalo Sewer. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any company confidential information.

Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

WORKPLACE VIOLENCE

Buffalo Sewer is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, interns, volunteers and clients. Employees of Buffalo Sewer are prohibited from possessing firearms, explosives, or any lethal weapon on BSA property and/or during working hours. Employees are responsible for reporting any instances of bullying, harassment or violence, whether they are the target or witness to the incident. Employees that are found to be engaging in such behavior, immediate and appropriate disciplinary action, up to and including dismissal shall be administered.

Buffalo Sewer Workplace Policy and Procedure – Appendix

AGENCY SHOP

Employees are not required to become a member of any labor organization that represents your unit. However, any employee who is not a member of a union or association receives some of the benefits of union representation. Buffalo Sewer will deduct this sum from the employee's salary and transfer that sum to the appropriate employee organization. Employees must have written authorization on file before deducting any dues. Agency Shop provisions are included in your collective bargaining agreement.

HOLIDAYS

The following are recognized holidays for BSA employees:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Day After Thanksgiving
Independence Day	Christmas Day

Employees that are scheduled to work on the holiday may receive holiday pay and/or have the option to utilize a different day off. Employees should review the CBA for the specific provisions that pertain to you.

ATTENDANCE

Buffalo Sewer employees render a variety of services in many locations and scheduled work hours vary. Full time employees are entitled to a one (1) hour paid lunch period during each full workday and a paid break period for each half-day worked. Every employee is expected to record his/her hours actually worked on a time clock provided by Buffalo Sewer. Excessive absenteeism or tardiness will result in discipline up to and including termination.

All employees are expected to arrive on time, ready to work, every day they are scheduled to work. Employees report to their work sites at designated starting times unless otherwise excused. Failure to be there is considered tardiness, as is early leave for, or late return from, lunch or break periods, and departure from the workstation or work site prior to the designated quitting time. Employees are not permitted to work past the end of their normally scheduled work day in order to make up for tardiness at the beginning of the work day, or after a break or lunch period.

AUTOMOBILES

BSA vehicles are to be used solely for official BSA business. Only authorized BSA employees are permitted to operate BSA vehicles. All operators of BSA vehicles must have a valid New York State Drivers' License and abide by the laws of New York State.

If you are involved in a traffic incident while on business or with a BSA vehicle, you are to report this to your supervisor immediately.

TUITION REIMBURSEMENT

To encourage professional development a tuition assistance program is offered to eligible BSA employees. The terms and required documentation are outlined in your CBA.

REMOVAL AND OTHER DISCIPLINARY ACTION

The orderly and efficient operation of BSA business and its service requires that all employees observe certain standards of behavior and performances. Unsatisfactory work performance or violation of rules may result in disciplinary action, up to and including discharge, in accordance with your CBA.

HEALTH AND SAFETY

The BSA makes all efforts to ensure the health and safety of its employees. The BSA complies with all applicable federal, state and local health and safety regulations to provide an environment as free as practical from recognized hazards for employees.

It is an employee's duty to conduct himself or herself in a safe manner, to abide by established work rules and standard practices, and to call to the attention of supervision unsafe conditions or unsafe behavior. If you do not understand procedures, instructions, or the rules, you should seek clarification from your supervisor.

The BSA is committed to the use of proper protective clothing and equipment. Required protective clothing shall be properly used and cared for by all employees. Failure to properly care for and use these items may subject the employee to disciplinary action. Safety and health practices must and will take precedence over expediency or short cuts.

All employees should know their exact duties in case of an accident, fire or other catastrophe. Awareness of emergency phone numbers, evacuation procedures, and knowing how to seek emergency help is the responsibility of every employee. Housekeeping plays an important role in accident prevention. It is the employees' responsibility to keep their own work areas clean.

ON THE JOB INJURY

Accidents or injuries occasionally happen. It is the employee's responsibility to report all accidents or injuries immediately. The proper course of action for an injury during working hours necessarily depends on its type and severity. For any more serious injury the first step is always to get medical attention and treatment as quickly as possible. For minor injuries or accidents, the supervisor should first be contacted (circumstances permitting), then first aid or medical treatment (as appropriate) secured. For employees who require drug testing as a result of an accident or injury, a determination of when the test should be administered is based on the severity of the injury and need for medical attention.

For every job related injury a Buffalo Sewer Authority Employee Accident Report Form must be filled out and submitted to the supervisor or department head. This form includes the necessary personal information for the employee, the nature of the injury and time, date and pertinent details of its occurrence. Completion of this form establishes that an injury has been reported and treatment was received if needed. If time away from the job becomes necessary, this form will enable the claims agent to start payment to the employee promptly. If injury results in loss of time from work and/or possible residual impairment, the Workers Compensation Board makes a determination as to eligibility for an amount of benefits to cover medical expenses, loss of wages, etc.

The following is the BSA's policy for on the job injury:

ACCIDENT/WORKER'S COMPENSATION PROCEDURES

The following procedures must be followed when an accident occurs:

1. Injured employee notifies supervisor.
2. Supervisor assesses situation. If immediate medical attention is required, supervisor will facilitate transportation for injured employee to receive medical treatment.
3. Supervisor will notify BSA Safety Officer. The BSA Safety Officer will assess the situation and take appropriate action.
4. Employees must be tested for alcohol and substance abuse in accordance with the CBA.
5. If the injury to the employee is life threatening, the General Manager is to be notified.
6. The injured employee must complete an accident report at the time of occurrence. If the employee is unable to complete the report, the supervisor will complete the report. The supervisor must fax a copy of the report to the BSA Administrative Payroll Office at the time of the occurrence. The original accident report must be sent to the BSA Safety Officer.
7. If no lost time occurs, prior to the injured employee returning to work, he/she must present a Physician's Certificate to his/her supervisor stating that the employee is able to perform full duties *without restrictions*. If the injured employee does not provide this Physician's Certificate to the supervisor, the employee is to be sent home *immediately*. The supervisor is responsible for the enforcement of this procedure.
8. On the next business day, if lost time occurs, the injured employee should contact our BSA Administrative Payroll Office for information regarding procedures for Worker's Compensation.
9. Prior to an employee's return to work after a lost time injury, he/she must provide a release from his/her treating physician stating the employee is able to perform full duties *without restrictions*. This should be presented to our BSA Administrative Payroll Office a minimum of 24 hours prior to his/her return. Payroll personnel will notify the employee's supervisor of the anticipated return. The employee will then report directly to his/her worksite at the start of their regularly scheduled shift on the date of return.

PROCEDURES FOR OFF-SHIFT PERSONNEL

The following steps are to be followed for off-shift personnel injured while working on the job:

1. Injured employee notifies supervisor.
2. The supervisor will assess the situation. If immediate medical attention is required, the supervisor, or his/her designee, will escort injured employee to medical treatment facility. If the injury is not minor, it may be necessary for escort to remain with the injured employee for the duration of his/her medical treatment. In this event, the supervisor will take the appropriate action.
3. Employees must be tested for alcohol and substance abuse in accordance with the CBA.
4. If the injury to the employee is life threatening, the General Manager is to be notified.
5. If the injury is not life threatening, supervisor will notify the BSA Safety Officer, via voice-mail 851-4664, of events that took place.
6. The injured employee must complete an accident report at the time of occurrence. If the employee is unable to complete the report, the supervisor will complete the report. The supervisor must fax a copy of the report to the BSA Administrative Payroll Office at the time of the occurrence. The original accident report must be sent to the BSA Safety Officer.
7. If no lost time occurs, prior to the injured employee returning to work, he/she must present a Physician's Certificate to his/her supervisor stating that the employee is able to perform full duties *without restrictions*. If the injured employee does not provide this Physician's Certificate to the supervisor, the employee is to be sent home *immediately*. The supervisor is responsible for the enforcement of this procedure.
8. On the next business day, if lost time occurs, the injured employee should contact our BSA Administrative Payroll Office for information regarding procedures for Worker's Compensation.
9. Prior to an employee's return to work after a lost time injury, he/she must provide a release from his/her treating physician stating the employee is able to perform full duties *without restrictions*. This should be presented to our BSA Administrative Payroll Office a minimum of 24 hours prior to his/her return. Payroll personnel will notify the employee's supervisor of the anticipated return. The employee will then report directly to his/her worksite at the start of their regularly scheduled shift on the date of return.

PERSONNEL WORKING OFF ISLAND

The following steps are to be followed for personnel working off the Island:

1. Injured employee notifies supervisor.
2. Supervisor will immediately radio dispatch that an injury has occurred. The crew supervisor will advise the location that employee is being taken for medical treatment. If crew supervisor feels the injured employee requires immediate attention, he will advise dispatch to call 911 and wait for an ambulance to arrive.
3. The dispatcher will immediately contact the BSA Safety Officer and notify him of the accident and location of the crew. The BSA Safety Officer will assess all information provided and determine whether or not he will meet crew at hospital.
4. Employees must be tested for alcohol and substance abuse in accordance with the CBA.
5. If the injury to the employee is life threatening, the General Manager is to be notified.
6. The supervisor is to remain with the injured employee until the BSA Safety Officer arrives (if applicable).
7. In the event the BSA Safety Officer does not meet crew at hospital, the crew supervisor will remain with injured employee until treatment is completed. He will also assume responsibility for appropriate drug testing.
8. The injured employee must complete an accident report at the time of occurrence. If the employee is unable to complete the report, the supervisor will complete the report. The supervisor must fax a copy of the report to the BSA Administrative Payroll Office at the time of the occurrence. The original accident report must be sent to the BSA Safety Officer.
9. If no lost time occurs, prior to the injured employee returning to work, he/she must present a Physician's Certificate to his/her supervisor stating that the employee is able to perform full duties *without restrictions*. If the injured employee does not provide this Physician's Certificate to the supervisor, the employee is to be sent home *immediately*. The supervisor is responsible for the enforcement of this procedure.
10. On the next business day, if lost time occurs, the injured employee should contact our BSA Administrative Payroll Office for information regarding procedures for Worker's Compensation.
11. Prior to an employee's return to work after a lost time injury, he/she must provide a release from his/her treating physician stating the employee is able to perform full duties *without restrictions*. This should be presented to our BSA Administrative Payroll Office a minimum of 24 hours prior to his/her return. Payroll personnel will notify the employee's supervisor of the anticipated return. The employee will then report directly to his/her worksite at the start of their regularly scheduled shift on the date of return.

BENEFITS

EMPLOYEE BENEFITS

In addition to the actual wages or salary that you earn, there are other substantial benefits that may be provided to you upon eligibility when you become an employee of the BSA. These important benefits include such items as health insurance, membership in the New York State Retirement System, sick leave, holidays, vacations, bereavement leave, personal leave, unemployment insurance, and Social Security payments that

are made on your behalf by the BSA. Benefits such as unemployment insurance are required by law. For more information on other benefits provided to you or your entitlement to a specific benefit, refer to your CBA.

HEALTH INSURANCE

The BSA offers health insurance to permanent, provisional, and temporary employees. Please consult your CBA for eligibility requirements and applicable costs.

Applications, Benefits Summaries, and further information are available from the BSA Administrative Payroll Office.

All changes affecting employee coverage must be reported by the covered employee to the BSA Administrative Payroll Offices within ten days of occurrence. These changes include marital status (marriage, divorce, or separation), the birth or adoption of a child, change of address, death of a spouse or covered dependent, employee or spouse attaining age 65 and becoming eligible for enrollment in Federal Medicare/Medicaid programs, a child reaching an insurer's cut-off age.

All of these changes may affect either eligibility for coverage or the type of coverage you and your family need. Failure to make inquiry and/or to record changes in status promptly can result in lack of adequate coverage for you and your family. Of course, any falsification of insurance records is insurance fraud and is cause for legal and/or disciplinary action. The BSA wants every eligible employee who needs coverage to have coverage. However, health insurance is costly, and the BSA does not want to pay premiums for needless or useless coverage.

DENTAL INSURANCE

Dental insurance is provided for eligible employees and their families. Refer to your CBA for specific details. Enrollment/Change Forms and Benefit Summaries are available in the BSA Administrative Payroll Office.

WAIVER OF BENEFITS

BSA employees eligible for paid medical and dental insurance may waive coverage and receive a cash payment “in lieu” of these benefits. To waive coverage, an employee must submit a completed waiver form along with proof of alternate insurance. These waiver forms are available in the BSA Administrative Payroll Office. For more specific details refer to your CBA.

LIFE INSURANCE

Life insurance is provided for eligible employees and their families. Specific information may be found in your CBA. Enrollment/Change Forms are available in the BSA Administrative Payroll Office.

EMPLOYEE ASSISTANCE PROGRAM

The Buffalo Sewer Authority recognizes that personal issues can sometimes affect your performance. The Employee Assistance Program (EAP) is available to employees and their families to provide confidential help with a wide variety of personal problems, issues, and concerns. Use of EAP services, however, does not excuse you from complying with BSA policies or procedures, or from achieving job requirements or expectations during or after receiving EAP assistance. Nor will participation in the EAP prevent the BSA from taking disciplinary action when warranted. Child and Family Services EAP can be reached at 716-681-4300.

COBRA POLICY

If you are an employee of the Buffalo Sewer Authority, covered by provided health insurance, you have the right to choose continuation coverage at group rates if you lose your group health coverage because of reduction in hours or termination of employment (for reasons other than gross misconduct on your part).

If you are a spouse of an employee of the Buffalo Sewer Authority covered by provided health insurance, you have the right to choose continuation coverage for yourself if you lose group health coverage under provided health insurance for any of the following reasons:

1. The death of your spouse;
2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
3. Divorce or legal separation from your spouse; or
4. Your spouse becomes entitled to Medicare.

In the case of a dependent child of an employee covered by provided health insurance, he or she has the right to continuation coverage if group health coverage under the Buffalo Sewer Authority is lost for any of the following reasons:

1. The death of a parent;
2. A termination of parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with the Buffalo Sewer Authority;
3. Parent's divorce or legal separation;
4. A parent becomes entitled to Medicare; or

The dependent child ceases to be a "dependent child" under provided health insurance.

YOUR RESPONSIBILITIES: Under the law, you and your family member(s) have the responsibility to inform the Buffalo Sewer Authority Plan Administrator of a divorce, legal separation, or child losing dependent status within 60 days of the date of the event or the date in which coverage would end under the Plan because of the event, whichever is later. The Buffalo Sewer Authority has the responsibility of notifying the Plan Administrator of the employee's death, termination, reduction in hours in employment or Medicare entitlement.

When the Plan Administrator is notified that one of these events has happened, the Plan Administrator will, in turn, notify you that you have the right to choose continuation coverage. Under the law, you have at least 60 days from the date you would lose coverage because of one of the events described above, or the date of notice your election notice is sent to you, whichever is later, to inform the Plan Administrator that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, the Buffalo Sewer Authority is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated non-COBRA beneficiaries or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for three (3) years unless you lost group health coverage because of a

termination of employment or a reduction in hours. In that case, the required continuation coverage period is 18 months. This 18 months may be extended to 36 months if other events (such as death, divorce, legal separation, or Medicare entitlement) occur during that 18 month period.

Disability Extension. Under current law, if an individual is entitled to COBRA continuation coverage because of a termination of employment or reduction in hours of employment, the plan is generally required to make COBRA continuation coverage available to that individual for 18 months. However, if the individual entitled to the COBRA continuation coverage is disabled (as determined under the Social Security Act) and satisfies the applicable notice requirements, the plan must provide COBRA continuation coverage for 29 months, rather than 18 months. Under current law, the individual must be disabled at the time of termination of employment or reduction in hours of employment. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) makes changes to current law to provide that, beginning January 1, 1997, the disability extension will also apply if the individual becomes disabled at any time during the first 60 days of COBRA continuation coverage. HIPAA also makes it clear that, if the individual entitled to the disability extension has non-disabled family members who are entitled to COBRA continuation coverage, those non-disabled family members are also entitled to the 29-month disability extension.

The affected individual must notify the Buffalo Sewer Authority Plan Administrator within 30 days of any final determination that the individual is no longer disabled. In no event will continuation coverage last beyond three (3) years from the date of the event that originally made a qualifying beneficiary eligible to elect coverage.

Definition of Qualified Beneficiary. Individuals entitled to COBRA continuation coverage are called qualified beneficiaries. Individuals who may be qualified beneficiaries are the spouse, and dependent children of a covered employee and, in certain circumstances, the covered employee. Under current law, in order to be a qualified beneficiary, an individual must be generally be covered under a group health plan on the day before the event that causes a loss of coverage (such as termination of employment, or a divorce from, or death of, the covered employee). HIPAA changes this requirement so that a child born to the covered employee, during the period of COBRA continuation coverage, is also a qualified beneficiary.

Termination of Continuation Coverage. However, the law also provides that your continuation coverage may be terminated for any of the following five (5) reasons:

1. The Buffalo Sewer Authority no longer provides group health coverage to any of its employees;
2. The premium for your continuation coverage is not paid on time;
3. You become covered by another group plan, unless the plan contains any exclusions or limitations with respect to any preexisting condition you or your covered dependents may have (see Duration of COBRA Continuation, below);
4. You become entitled to Medicare;
5. You extend coverage for up to 29 months due to your disability and there has been a final determination that you are no longer disabled.

Duration of COBRA Continuation. Under the COBRA rules there are situations in which a group health plan may stop making COBRA continuation coverage available earlier than usually permitted. One of those situations is where the qualified beneficiary obtains coverage under another group health plan (see number 3 above). Under current law, if the other group health plan limits or excluded coverage for any pre-existing condition of the qualified beneficiary, the plan providing the COBRA continuation coverage cannot stop making the COBRA continuation coverage available merely because of the coverage under the other group health plan. HIPPA limits the circumstances in which plans can apply exclusions for the preexisting conditions. HIPPA makes a coordinating change to the COBRA rules so that if a group health plan limits or excludes benefits for preexisting conditions, but because of the new HIPPA rules those limits or exclusions would not apply to (or would be satisfied by) an individual receiving COBRA continuation coverage, then the plan providing COBRA continuation coverage can stop making the COBRA continuation coverage available. The HIPPA rules limiting the applicability of exclusions for preexisting conditions become effective in plan years beginning on or after July 1, 1997 (or later for certain plans maintained pursuant to one or more collective bargaining agreements).

You do not have to show that you are insurable to choose continuation coverage. However, under the law, you may have to pay all or part of the premium for your continuation coverage. There is a grace period of at least 30 days for payment of the regularly scheduled premium. The law also states that at the end of the 18-month or 36-month COBRA continuation coverage period, you must be allowed to enroll in an individual conversion plan.

If you have any questions, please contact the Plan Administrator, Buffalo Sewer Authority, 1038 City Hall, Buffalo, NY 14202, (716) 851-4664. Also, if you have changed marital status, or you or your spouse have changed address, please notify the Plan Administrator at the above address.

FAMILY MEDICAL LEAVE ACT (FMLA)

Consistent with the Family and Medical Leave Act of 1993 (FMLA), eligible employees are entitled to take up to twelve (12) weeks of unpaid leave for specified family and medical reasons.

A. Employee Eligibility

To be eligible for FMLA leave, an employee **must**:

- (1) have worked for the Buffalo Sewer Authority for at least 12 months; and
- (2) have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the leave.

Determination of whether an employee has met both the 12-month and 1,250-hour requirements will be made as of the date that the leave is to commence.

B. Basic Leave Entitlement

- (1) The Buffalo Sewer Authority will grant an eligible employee up to a total of 12 workweeks of unpaid leave during the applicable 12-month period for one or more of the following reasons:
 - (a) for incapacity due to pregnancy, prenatal medical care or child birth;
 - (b) to care for the employee's child after birth, or placement for adoption or foster care;
 - (c) to care for an immediate family member (spouse, child, or parent, but not parent-in-law) with a serious health care condition; or
 - (d) the employee's own serious health condition that prevents him/her from performing the functions of his/her position.
- (2) The 12-month period will be measured forward from the date of the employee's first FMLA leave.
- (3) Leave for birth or adoption (including foster care placement) must conclude within 12 months of the birth or placement.
- (4) Spouses employed by the Buffalo Sewer Authority are jointly entitled to a **combined** total of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a child or their own parent who has a serious health condition.
- (5) When leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must attempt to schedule treatment so that it will not unduly disrupt the Buffalo Sewer Authority's operation.

C. Military Family Leave

(1) Qualifying Exigency Leave

- (a) Eligible employees with a spouse, child, or parent on active duty or called to active duty in the National Guard or Reserves in support of a contingency operation may take up to the normal 12 weeks of leave because of any “Qualifying Exigency.”
- (b) “Qualifying Exigencies” are short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities agreed to by the Buffalo Sewer Authority and the employee.
- (c) Qualifying Exigency leave is available only to families of servicemembers in the National Guard or Reserves and **not** to families of servicemembers in the Regular Armed Forces.

(2) Military Caregiver Leave

- (a) A covered employer must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a “single 12-month period” to care for the servicemember.
- (b) “Next of kin” is defined as the servicemember’s nearest blood relative, other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under FMLA, in which case the designated individual shall be deemed to be the covered servicemember’s next of kin.
- (c) A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- (d) A serious injury or illness is one that was incurred by a servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

- (e) The “single 12-month period” for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period establish the employer for other types of FMLA leave.
- (f) An eligible employee is limited to a **combined** total of 26 workweeks of leave for any FMLA-qualifying reason during the “single 12-month period.”

D. Definition of Serious Health Condition

- (1) For purposes of FMLA, “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
 - (a) Inpatient care in a hospital, hospice, or residential medical care facility; or
 - (b) Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. A serious health condition involving continuing treatment by a health care provider requires:
 - (i) a period of incapacity for more than three consecutive calendar days, that involves treatment two or more times by a health care provider; the first visit must be within seven days of the onset of the condition, and the second visit must be within 30 days of the first visit or treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
 - (ii) any period of incapacity due to pregnancy, or for prenatal care; or
 - (iii) any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - (1) requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
 - (2) continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - (3) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);
 - (iv) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or

- (v) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Ordinarily, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches, periodontal disease, routine dental or orthodontia problems are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

E. Pay During Leave

Employees will not be paid while on FMLA leave except as follows:

- (1) Nothing in this policy prevents an employee with a serious health condition from applying for Worker's Compensation or Sick Bank benefits which may be payable in accordance with the terms and conditions of such benefits.
- (2) Employees will be allowed to substitute their accrued paid vacation and/or personal leave time for unpaid FMLA leave.
- (3) Employees will be allowed to substitute their accrued paid sick leave time for unpaid FMLA leave in any situation which the employee could ordinarily use sick time.
- (4) For CWA employees only, any qualified absence which is covered by Workers' Compensation or the Sick Bank, or for which the employee elects to substitute accrued paid vacation time, personal leave time, or paid sick leave, will count against the employee's FMLA leave entitlement.

F. Maintenance of Health Benefits

- (1) The Buffalo Sewer Authority will maintain group health insurance benefits for employees on FMLA leave on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period. Any share of group health plan premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period. Arrangements will be made for employees to pay their share of the group health insurance premiums while on FMLA leave.
- (2) If an employee's premium payment is more than thirty (30) days late, his/her group health insurance benefits may be terminated and the employee will be extended continuing coverage opportunities under COBRA.

- (v) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

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- (3) If the Buffalo Sewer Authority pays the employee's share of any premium payments, the Buffalo Sewer Authority reserves the right to recover payments made in any manner permitted by law.
- (4) If coverage is terminated and the employee returns to work from FMLA leave, the employee's group health insurance benefits will be reinstated, to the same extent the employee would have been entitled to these benefits had he/she not taken FMLA leave.
- (5) For all periods which an employee is required to substitute paid leave for unpaid FMLA, benefits will continue to accrue and deductions for group health insurance will continue to be made on the same basis as if the employee was on paid leave.
- (6) If an employee gives unequivocal notice of intent not to return to work, the Buffalo Sewer Authority's obligation to continue group health insurance benefits ceases, subject to COBRA. If the employee chooses not to return to work for reasons other than a continued serious health condition, the Buffalo Sewer Authority will require the employee to reimburse the entire amount paid by the Buffalo Sewer Authority for the employee's health insurance premium during the unpaid FMLA leave period.
- (7) Employees are not entitled to accrue any other additional benefits while on unpaid FMLA leave unless otherwise provided by his/her Collective Bargaining Agreement.

G. Job Restoration

- (1) Upon return from FMLA leave, an employee will be restored to his or her original position, or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions, unless the individual's employment would have terminated for reasons unrelated to the leave (i.e. reorganization, lay off, etc.) in accordance with Section 825.214 of the Department of Labor Final FMLA Regulations.
- (2) If an employee's need for FMLA ceases prior to the end of the requested leave, the employee is required to promptly return to work. If the employee fails to return to work, the employee will be considered to have voluntarily quit.

H. Notice and Medical Certification

- (1) Except where leave is not foreseeable, all employees requesting leave under this section must submit their request, in writing, to the General Manager thirty (30) days before the leave is to commence. If an employee fails to provide thirty (30) days notice for a foreseeable leave, the leave request may be denied until at least thirty (30) days from the date the employer receives notice.
- (2) Where the need for leave is not foreseeable, the employee must submit a written request as soon as is practicable.

- (3) For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "Medical Certification Form", and return the form to the General Manager. The Medical Certification Form must be provided by the employee no later than fifteen (15) days from the date of such request. In emergencies, a completed Medical Certification Form must be submitted as soon as practicable. Failure to provide medical certification may result in a denial of leave. An employee who has not filed the required leave form and "Medical Certification Form", where applicable, must follow the call-in procedure for each day of absence. Failure to do so shall be considered a no-show/no-call.
- (4) Upon review of the application and Medical Certification Form, the Buffalo Sewer Authority has the right to require the employee to obtain the opinion of a second health care provider. The Buffalo Sewer Authority will pay for the examination by the second health care provider, who will be selected by the employer. In the event of a dispute between the two medical opinions, the Buffalo Sewer Authority and the employee will choose a third health care provider. The Buffalo Sewer Authority will pay for the examination by the third health care provider. The third health care provider will render a binding opinion as to the serious health condition.
- (5) The Buffalo Sewer Authority has the right to require periodic medical recertification.
- (6) The Buffalo Sewer Authority has the right to require medical certification of an employee's ability to return to work.

I. Use of Leave

- (1) An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary.
- (2) Employees must make reasonable effort to schedule leave planned for medical treatment so as not to unduly disrupt the Buffalo Sewer Authority's operations.
- (3) If it becomes necessary for an employee to take more leave than originally planned, the employee is obligated to give the Buffalo Sewer Authority reasonable advance notice of the change in circumstances.
- (4) While on leave, employees are required to report periodically to the Buffalo Sewer Authority regarding the status of the medical condition, and their intent to return to work. If an employee gives unequivocal notice of intent not to return to work, the Buffalo Sewer Authority's obligation to restore the employee to employment ceases.

WORKPLACE HARASSMENT POLICY

Purpose of Policy

The Buffalo Sewer Authority is committed to offering employment opportunity to our employees based upon their ability and performance in a productive climate which is free of discrimination. Employment discrimination is prohibited at the Buffalo Sewer Authority not only because it is unlawful, but because it is wrong.

Among the forms of discrimination prohibited by the Buffalo Sewer Authority is unlawful harassment of employees by other employees, as discussed in this policy. In addition, the Buffalo Sewer Authority will endeavor to protect our employees, to the extent possible, from reported harassment by non-employees in our workplace, and we will likewise take appropriate steps, if necessary, to prevent our employees from harassing non-employees.

Prohibited Forms of Harassment

Unlawful harassment can be any verbal or physical conduct which denigrates or shows hostility or aversion because of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or marital status, and which:

- a) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or
- b) has the purpose or effect of unreasonably interfering with an individual's work performance; or
- c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct may include, but is not limited to, the following kinds of conduct:

- a) epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts (even if claimed to be Ajokes@ or Apranks@) which relate to race, color, religion, gender, sexual orientation, national origin, age, disability, or marital status; and
- b) written or graphic material which denigrates or shows hostility or aversion toward an individual or a group because of race, color, religion, gender, sexual orientation, national origin, age, disability, or marital status and is displayed or circulated in the workplace.

Any harassment of employees in violation of these rules is absolutely prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is a violation of Section 703 of Title VII of the Civil Rights Act of 1964. The Equal Employment Opportunity Commission has established special guidelines dealing with sexual harassment. They define this unlawful conduct as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a) submission of such conduct is made, either explicitly or implicitly, a term or condition of an individual=s employment; or
- b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c) such conduct has the purpose or effect of unreasonably interfering with an individual=s work performance or creating an intimidating, hostile, or offensive working environment.

For example, sexual harassment (regardless of whether committed by supervisor or non-supervisory personnel) would include the following kinds of behavior, or other kinds of behavior with a similar harassing effect:

- a) abusing an employee through insulting, degrading, or oppressive sexual remarks, jokes, innuendoes, or other sexually oriented conduct (including, among other things, graphic or descriptive comments relating to an individual=s body or physical appearance, sexually oriented teasing or pranks, improper suggestions, objects or pictures, unwanted physical contact); or
- b) threats, demands, or suggestions that an employee=s work depends in any way upon tolerating or accepting sexual advances or sexually oriented conduct.

Any sexual harassment of employees in violation of the foregoing rules is absolutely prohibited and will not be tolerated.

Retaliation

Any form of retaliation against employees for exercising their rights under this policy is also strictly prohibited and will not be tolerated. This would include retaliation against employees for inquiring about their rights, or for making an honest complaint of a violation or possible violation of this policy, or for truthfully assisting in a complaint investigation.

Procedures

All employees should promptly report any conduct that they may be subject to, or that they may witness, that violates this policy. If the Buffalo Sewer Authority does not know about the conduct, it cannot act. Employees are encouraged to avail themselves of the following complaint procedure.

Complaints or inquiries may be made to the Buffalo Sewer Authority's General Manager, and/or Intergovernmental Coordinator, who have overall responsibility for the enforcement of this policy. Complaint forms are available from the Buffalo Sewer Authority's General Manager office or the Intergovernmental Coordinator office. It is our hope that by entrusting two different individuals with responsibility for this policy, employees can freely discuss their complaints or inquiries with one of them. In all cases, the matter must be brought to the attention of the General Manager or the Intergovernmental Coordinator because of the need for consistency and centralized decision-making in the implementation and enforcement of this policy.

Complaints and inquiries will be kept confidential to the extent practicable and will be promptly investigated. Others will be advised of complaints only to the extent necessary to conduct a thorough investigation and reach a prompt and fair deposition.

Any employee who is determined to have committed harassment or retaliation in violation of this policy will be subject to appropriate disciplinary action for misconduct, pursuant to the Collective Bargaining Agreements and Section 75, up to and including dismissal, and may be subject to personal, legal, and financial liability.

Acknowledgement of

Receipt of Buffalo Sewer Authority Handbook

I acknowledge that an paper copy of the Buffalo Sewer Authority Handbook and applicable supplement outlining the policies and procedures of Buffalo Sewer have been made available to me. I have read the Table of Contents, and I know what kind oof information I can find in the handbook. I acknowledge that it is my responsibility to read and understand the information contained in this handbook and applicable supplement and to follow the policies and procedures on the Company, both now and in the future.

Questions involving interpretation of policy should be referred to the General Manager or designee for resolution. This handbook is not to be construed as a contract of employment. Please refer to your union's collective bargaining agreement for information on your specific terms of employment.

I am aware that Buffalo Sewer can revise, add, or delete policies and procedures at the Company's discretion.

Buffalo Sewer handbooks are the property of the BSA. Upon termination of employment, handbooks shall be returned to the Human Resource department. The General Manager must authorize all changes and additions to this handbook.
