

AGREEMENT

by and between the

ONONDAGA COUNTY
WATER AUTHORITY

and the

CSEA, INC., LOCAL 1000
AFSCME, AFL-CIO



OCWA Professional & Technical Unit #7820
Onondaga County Local #834

JANUARY 1, 2015 - DECEMBER 31, 2019

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**ARTICLE 1
PARTIES TO AGREEMENT**

This Collective Bargaining Agreement is made by and between the Onondaga County Water Authority, hereinafter referred to as "OCWA" and/or the "Authority", and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, hereinafter referred to as "CSEA" and/or the "Union".

**ARTICLE 2
UNION RIGHTS**

2.1 Recognition

Recognition: In accordance with the certification of the New York State Public Employment Relations Board (Case Number C4091), dated March 14, 1994, the Authority recognizes CSEA as the exclusive collective bargaining representative with respect to all terms and conditions of employment for employees identified in Section 2.2, below.

2.2 Definition of Bargaining Unit

2.2.1 Inclusion: The bargaining unit shall consist of all employees employed by the Onondaga County Water Authority in the following positions: Water Distribution Manager, Water Meter Repair Supervisor, Management Information System Coordinator, Water Maintenance Supervisor, Utility Billing Supervisor, Water Systems Construction Engineer, Water Plant Manager Type A, Water Quality Manager, Water Systems Chemist I, Assistant Water Maintenance Supervisor, Principal Plant Operator Type A, Account Clerk I, Account Clerk II, Account Clerk III, Assistant Water Meter Repair Supervisor, Supervisor of Account Collections, Manager of Technical Support, Inventory Control Supervisor and any additional or revised positions as mutually agreed by OCWA and CSEA.

2.2.2 Exclusion: All other employees, including seasonal employees, employed by the Onondaga County Water Authority shall be excluded from the bargaining unit.

2.2.3 Unit Clarification: Should the Authority establish a new position with duties or responsibilities similar to a position identified in Section 2.2.1, such position shall be included in the bargaining unit. Any disputes as to whether a new or substantially altered position is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board.

2.2.4 Definition of Employee: Hereinafter, the word "employee" shall mean an employee serving in a position in the bargaining unit.

2.3 Others Performing Unit Work

The Authority may assign anyone who is not in the bargaining unit to perform bargaining

unit work as long as it does not displace an existing employee.

2.4 Union Membership

2.4.1 Authorization: An employee who chooses to become a member of the Union shall provide the Authority with the appropriate membership and dues deduction authorization form supplied by CSEA.

2.4.2 Membership List: Upon request of the Union, the Authority shall provide the Union with the names, addresses and social security numbers of all employees in the bargaining unit and shall indicate which employees are not members of the Union. The list shall be provided to the Union on or about January 1st of each year.

2.5 Dues, Agency Fee and Other Payroll Deductions

2.5.1 Union Dues: Upon receipt of a membership and dues deduction authorization form, the Authority shall deduct membership dues from the wages of the employee on a weekly basis and remit the sum at the end of each month to the Civil Service Employees Association, Inc., P.O. Box 7125, Capitol Station, Albany, New York 12224. The Union shall notify the Authority, in writing, of the amount to be deducted. CSEA shall hold harmless and indemnify the Authority for any mistakes or errors not caused by the Authority.

2.5.2 Agency Fee: For each employee who does not become a member of the Union within thirty calendar days of initial employment, the Authority shall deduct a service fee from the wages of such employee on a weekly basis and remit the sum to the Civil Service Employees Association, Inc., P.O., Box 7125, Capitol Station, Albany, New York 12224. The Union shall notify the Authority of the amount to be deducted.

2.5.3 Agency Fee Refund: CSEA shall establish and maintain a procedure for the refund of that portion of the agency shop fee which represents an employee's share of expenditures by CSEA in aid of activities or causes of a political or ideological nature which are incidentally related to terms and conditions of employment.

2.5.4 Voluntary Payroll Deductions: The Authority shall make any of the following payroll deductions from an employee's paycheck if employee so requests, in writing: credit union; Aqua Flower Fund; IRA; United Way; savings; direct deposit; life insurance; laundry; 457 Deferred Compensation; personal disability insurance; long term care insurance; flexible spending account.

2.6 Leave for Grievances and Hearings

2.6.1 Only the Unit President and Stewards designated by the Union shall be allowed release time, without loss of pay or leave credits, for the following activities:

To investigate and present grievances.

To attend grievance arbitration hearings.

To attend pre-hearing conferences and hearings of the New York State Public Employment Relations Board.

2.6.2 At any one time, no more than the Unit President and one Union Steward shall receive release time for the activities identified in Section 2.6.1, above.

2.7 Leave for Negotiations

2.7.1 Employees designated by the Union shall be allowed release time, without loss of pay or leave credits, to participate in collective bargaining negotiations.

2.7.2 At any one time, no more than two employees shall receive release time for the purpose of participating in negotiations.

2.8 Leave for Labor-Management Meetings

2.8.1 Employees designated by the Union shall be allowed release time, without loss of pay or leave credits, to participate in Labor Management meetings.

2.8.2 At any one time, no more than two employees shall receive release time for the purpose of participating in Labor Management meetings.

2.9 Requests for Release Time

2.9.1 Requests for the use of release time for activities identified in Sections 2.6, 2.7 or 2.8, above, shall be made to the appropriate supervisor at least twenty-four hours in advance. Requests shall not be unreasonably denied.

2.9.2 An employee requesting such leave shall not leave the work site until it has been approved by the appropriate supervisor.

2.10 Bulletin Boards

The Authority shall provide the Union with reasonable use of the Authority bulletin boards for the purpose of posting notices with regard to meetings or matters of special interest to the employees.

2.11 Meeting Space

The Union may use an Authority meeting room for meetings provided the room is available. The Union shall obtain prior approval from the Executive Director. Approval shall not be unreasonably denied.

2.12 Access to Employees

Representatives of CSEA shall be allowed access to the Authority's premises to investigate alleged grievances, investigate safety and health matters, and/or meet with employees, provided such activities do not interfere with the operation of business. The Union shall obtain prior approval from the Executive Director. Approval shall not be unreasonably denied.

ARTICLE 3 EMPLOYEE RIGHTS

3.1 Employee Categories

3.1.1 Full-time: A full time employee shall be defined as an employee who is regularly scheduled to work forty hours per week.

3.1.2 Part-time: A part-time employee shall be defined as an employee who is regularly scheduled to work a minimum of twenty-four hours per week. A part-time employee shall receive all benefits provided to full-time employees, except vacation, and paid leave time will be prorated.

3.1.3 Temporary: A temporary employee shall be defined as an employee employed to work on a special or emergency project for a specified period, not to include a substitute hired for an encumbered position. A temporary employee employed beyond nine months shall receive all benefits provided to full-time employees.

3.2 Personnel File

3.2.1 Employee Access: In accordance with Authority procedures, an employee shall be allowed to review and copy the contents of the employee's personnel file.

3.2.2 Union Access: With the written consent of the employee, a Union representative shall be allowed to review the contents of the employee's personnel file.

3.3 Seniority

3.3.1 Service Seniority: Where applicable, service seniority shall be determined by the length of continuous service with the Authority.

3.3.2 Title Seniority: Where applicable, title seniority shall be determined by the length of continuous service in a given position within the bargaining unit at the Authority.

3.3.3 Same Date of Hire: For the purpose of this Collective Bargaining Agreement, when two or more employees have the same date of hire (service seniority) or promotion (title seniority), the employees shall have their individual seniority determined by lot.

3.3.4 Seniority Lists: The Authority shall provide the Unit President with the names, positions, title seniority and service seniority of all employees and post a copy on the bulletin boards. The list shall be provided to the Union in January of each year. Any corrections shall be submitted within thirty days of the posting and, upon proof of error, such corrections will be made to the list.

3.3.5 Annexed Employees: In the event the Authority annexes or absorbs employees from another public entity whose Civil Service titles are covered by this Collective Bargaining Agreement at the time of the annexation, the Authority shall have the discretion to afford such employees such seniority rights and privileges as it deems necessary and appropriate.

3.4 Notice of Lay-off

In the event of a lay-off, the Authority shall provide an employee who is to be laid off with written notice of the layoff at least fifteen calendar days prior to the effective date of the lay-off or else the Authority shall pay the employee at the employee's regular daily rate of pay for the equivalent of the number of days the employee would have been scheduled to work during said fifteen days.

3.5 Recall

3.5.1 Recall Rights: When there has been a layoff and there becomes a vacancy in a new or existing position in the noncompetitive class, or in the competitive class when no civil service list exists, the laid off employee with the most service seniority shall be the first offered the position, provided the employee meets the minimum qualifications of the position. Any decision as to qualifications shall be left to the Authority's discretion.

3.5.2 Notice of Recall: The Authority shall notify the employee of the opening by means of certified mail sent to the employee's last known address. If the recalled employee does not respond within fourteen calendar days of receipt, either in person or in writing, the employee shall be deemed to have rejected the offer.

ARTICLE 4 DUE PROCESS PROCEDURES

4.1 Grievance Procedure

4.1.1 Definition: For the purpose of this section, a grievance shall mean a claimed violation, misinterpretation or inequitable application of the provisions of this Collective Bargaining Agreement or the Authority's personnel policies and/or practices.

4.1.2 Informal Grievance: The aggrieved employee(s) may present a grievance, in writing, to the employee's immediate Supervisor. Within seven calendar days after

receiving the grievance, the Supervisor shall issue a written response to the grievance, which shall be given to the employee and the Unit President.

4.1.3 Step One - Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement, or personnel policy and/or practice that was allegedly violated. The grievance must be submitted, in writing, to the Executive Director within thirty calendar days from the occurrence, or when the Union should have had knowledge of the occurrence.

4.1.4 Within ten calendar days after receiving the grievance, the Executive Director shall meet with the aggrieved employee(s) and the designated Union representative. Within ten calendar days after the meeting, the Executive Director shall issue a written response to the grievance, which shall be given to the Unit President.

4.1.5 Step Two - Arbitration: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to arbitration by providing the Authority with a notice of intent to arbitrate. The notice of intent must be submitted, in writing, within fourteen calendar days from receiving the Step One response or when the Step One response should have been received. Thereafter, the Union shall file a demand for arbitration with PERB or other mutually agreed upon arbitration services in accordance with its rules and regulations.

4.1.6 Arbitrator's Decision: All decisions rendered in the arbitration shall be advisory. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this Collective Bargaining Agreement.

4.1.7 Costs: The Authority and the Union shall each pay one-half of the arbitrator's fees and appropriate processing fees.

4.2 Probationary Employee

4.2.1 Length of Probation: When an employee is appointed to a position in the competitive or noncompetitive class, the employee shall serve a probationary period, as defined by Civil Service, for a period of 8 to 26 weeks or 8 to 52 weeks, whichever is applicable, from the date of appointment. A probationary period may be extended for up to an additional twenty-six weeks at the Authority's discretion, with notice to the Union.

4.2.2 Competitive Classifications: A new employee in a competitive Civil Service classification who is in probationary status, (or who has been appointed to a position on a provisional, temporary, contingent, seasonal, emergency or training basis), shall not be entitled to appeal any disciplinary action taken against the employee, nor shall the Union have the right to appeal such action on the employee's behalf. An employee in a competitive Civil Service classification who has completed the probationary period shall be entitled to appeal any disciplinary action in accordance with Section 4.3, below.

4.2.3 Noncompetitive Classifications: A new employee in a noncompetitive Civil Service classification who is in probationary status, (or who has been appointed to a position on a temporary, contingent, seasonal, emergency or training basis), shall not be entitled to appeal any disciplinary action taken against the employee, nor shall the Union have the right to appeal such action on the employee's behalf. An employee in a noncompetitive civil service classification who has completed the probationary period shall be entitled to appeal any disciplinary action in accordance with Section 4.3, below.

4.3 Disciplinary Procedure

4.3.1 Interrogation Rights: When an investigation is focused on an employee and the Employer reasonably believes that the employee may be a potential subject of disciplinary action, the employee shall have the right to Union representation and shall be notified in advance, in writing, of such right. If representation is requested and is not available, the Authority shall not proceed with questioning, but may propose disciplinary action based on the information the Authority already has. When representation is available, the employee shall be entitled to meet, in private, with the Union representative for a reasonable period before any questioning begins. The Authority shall provide the Union with the general subject matter of the questioning and identify the reason for which discipline may be imposed. During questioning, the employee may be advised by the Union representative and, following questioning, allowed to offer relevant information.

4.3.2 Discipline for Just Cause: The Authority shall not subject an employee who has completed the probationary period, as defined in Section 4.2, above, to any disciplinary action or penalty except for just cause. This provision shall not apply to counseling memos issued by the Authority.

4.3.3 Notice of Discipline: The Authority shall provide an employee who is subject to disciplinary action with a written Notice of Discipline. Said notice shall contain all charges and specifications, including a detailed description of the alleged acts or conduct, an explanation of the Authority's evidence, and the proposed discipline. A copy of the notice shall be sent simultaneously to the Unit President. Enclosed with the Notice of Discipline, the Authority shall provide an employee who is subject to disciplinary action with a copy of these procedures (Section 4.3).

4.3.4 Disciplinary Hearing: If the Union (or the employee) disagrees with the proposed disciplinary action or penalty, the Union (or the employee) may submit the matter to the Executive Director. Such grievance must be submitted, in writing, within seven calendar days from receipt of the Notice of Discipline. Within seven calendar days after receiving the grievance, the Executive Director shall meet with the employee and, if the employee requests, the designated Union representative. The meeting shall provide the employee and the Union representative with an opportunity to respond to all charges and specifications. Within seven calendar days after the meeting, the Executive Director shall issue a written response to the grievance, which shall be sent to the employee. A copy of the response shall be sent simultaneously to the Union representative.

4.3.5 Appeal of Disciplinary Action: If the Union (or the employee) is not satisfied with the response of the Executive Director, the Union (or the employee) may submit the matter to arbitration by providing the Authority with a notice of intent to arbitrate. Such notice must be submitted, in writing, within fourteen calendar days of receiving the response from the Executive Director, or when the response should have been received. Thereafter, the Union shall file a demand for arbitration with PERB or other mutually agreed upon arbitration services in accordance with its rules and regulations.

4.3.6 Arbitrators Decision: All decisions rendered in such arbitration shall be final and binding upon both parties.

4.3.7 Costs: The Authority and the Union shall each pay one-half of the arbitrator's fees and appropriate processing fees (or the Authority and the employee, if it is the employee who proceeds to arbitration on the employee's own).

4.3.8 Method of Service: All disciplinary and grievance documents, including notice of discipline, grievance, responses, and notice of intent to arbitrate, shall be sent by certified mail, return receipt requested.

4.3.9 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions set forth in Sections 75 and 76 of New York State Civil Service Law.

ARTICLE 5 HOURS OF WORK

5.1 Workday/Workweek

5.1.1 Normal Workday: The normal workday for an employee shall be eight hours, exclusive of a one-half hour unpaid meal period.

5.1.2 Normal Workweek: The normal workweek for a full-time employee shall be forty hours, exclusive of meal periods.

5.1.3 Days Off: An employee shall have at least two consecutive scheduled days off each week.

5.2 Schedule Changes

5.2.1 Changes in Workday: The Authority shall establish the time of the beginning and ending of an employee's normal workday. The Authority shall post any change in the time of the beginning and ending of an employee's regularly scheduled normal workday at least five calendar days in advance of the effective date. This provision shall not apply to temporary changes.

5.2.2 Changes in Workweek: The Authority shall establish an employee's scheduled days of work within a workweek. The Authority shall post any change in the employee's normal workweek at least thirty calendar days in advance of the effective date. After the posting date, the Authority may not require the employee to work different days without the employees consent. This provision shall not apply to temporary changes.

5.3 Meal Period

Unpaid Meal Period: An employee shall receive a one-half hour unpaid, duty-free meal period to be taken in the middle of the employee's workday.

5.4 Break Period (Hourly Employees)

Normal Workday: An employee who is paid on an hourly basis shall receive a fifteen minute paid, duty-free break period to be taken in the middle of the employee's first four hours of work.

5.5 Distribution of Overtime

Overtime opportunities shall be made available to eligible employees on an equitable basis.

5.6 Additional Leave

In recognition of the unique or compelling requirements of certain FLSA exempt positions with respect to the performance of services in excess of those normally understood and expected within the regular confines of the general work week, the Union agrees that, from time to time the Executive Director may recommend for Board approval that individual FLSA exempt employees in the bargaining unit be granted the salary equivalent of additional paid leave not to exceed two days per calendar year. The power to recommend such additional leave shall be within the exclusive discretion of the Executive Director.

ARTICLE 6 VACANCIES & PROMOTIONS

6.1 Notification of Vacancies

When there is a vacancy in a new or existing position, the Authority shall provide the Unit President with a copy of the job posting at least five calendar days prior to interviewing any candidates for the position.

6.2 Appointment to Vacancies

When there is a vacancy in a new or existing position in the noncompetitive class, or in the competitive class when no civil service list exists, excluding seasonal or emergency appointments or temporary appointments as defined in Article 3.1.3, above, the Authority

shall give preference to the most senior qualified employee who has applied for the position to fill the position. Any decision as to qualifications shall be left to the Authority's discretion.

ARTICLE 7 COMPENSATION

7.1 Salary Increases

7.1.1 Effective January 1, 2015, the hourly rate or salary of each employee, as the case may be, shall be increased by two and three quarter percent (2.75%).

7.1.2 Effective January 5, 2016, the hourly rate or salary of each employee, as the case may be, shall be increased by three percent (3 %).

7.1.3 Effective January 3, 2017, the hourly rate or salary of each employee, as the case may be, shall be increased by three percent (3%).

7.1.4 Effective January 2, 2018, the hourly rate or salary of each employee, as the case may be, shall be increased by four percent (4%).

7.1.5 Effective January 1, 2019, the hourly rate or salary of each employee, as the case may be, shall be increased by three percent (3%).

7.2 Salary Adjustments

7.2.1 Other Adjustments: From time to time during the term of this Collective Bargaining Agreement, the Authority may grant, on an individual basis, adjustments or premium increases to compensate such employees as it deems appropriate. Such proposed adjustments must be recommended by the Executive Director and approved by the Board. Such adjustments may be based upon, for example, the performance of increased duties due to consolidation or restructuring of positions within the bargaining unit, or for the performance of special additional projects or tasks as deemed appropriate by the Executive Director. The power to recommend such increases or adjustments shall be within the exclusive discretion of the Executive Director. It is agreed that any such adjustments permitted herein shall, in no way, reduce or diminish contractual wage and salary increases as provided for in Section 7.1, above.

7.2.2 Salary Increase: Each employee who is employed by the Authority in a bargaining unit title as of January 1, 2016, shall receive a step increase of one thousand, two hundred fifty dollars (\$1,250.00). This adjustment shall be made to the base pay and effective as of January 12, 2016.

7.2.3 Step Increase: Each employee who is employed by the Authority in a bargaining unit title as of January 1, 2017, shall receive a step increase of five hundred

dollars (\$500.00). This adjustment shall be made to the base pay and effective as of January 10, 2017.

7.2.4 Sunset Clause: The authority granted pursuant to Section 7.2.1 above which allows the Employer to unilaterally adjust wages or other premium pay on an individual basis to employees in the bargaining unit shall expire on December 31, 2019, and shall not be subject to the provisions of Section 209a.1(e) of the Public Employees' Fair Employment Act.

7.3 Overtime Compensation (Hourly Employees)

7.3.1 Rate: An employee who is paid on an hourly basis shall receive one and one-half times the employee's regular hourly rate for all time worked over eight hours in a workday or forty hours in a workweek and for all time worked during any portion of the employee's scheduled vacation except for Sundays which shall be paid at double time.

7.3.2 Paid Leave: Vacation leave and holidays shall be included as time worked for the purpose of computing overtime. Personal leave, jury duty leave, sick leave and bereavement leave shall not be included as time worked.

7.4 Out-of-Title Pay (Hourly Employees)

After an hourly employee has been assigned to perform the duties of a salaried position for five consecutive workdays, the employee shall be paid the rate of pay of the higher paying position for all subsequent days the employee works in such position.

7.5 Call-In (Hourly Employees)

7.5.1 Pre-arranged Overtime: For the purpose of this section, "prearranged overtime work" shall mean overtime work of which the employee was notified while at work on a scheduled or rescheduled tour of duty. When an hourly employee is notified to report for prearranged overtime work, and the employee reports for work but was not notified of cancellation a minimum of twelve hours in advance, the employee shall be paid for two hours at one and one-half times the employee's regular hourly rate. If the employee could not be reached and notified that the prearranged overtime work was canceled, the employee shall not be compensated for the two hours at the overtime rate. Should the employee work more than two hours but less than four hours, the employee shall be paid for four hours at one and one-half times the employee's regular hourly rate.

7.5.2 Employee Call-Out: An employee who is paid on an hourly basis who is "called out" to work prior to the employee's regular starting time, or after the employee's regular quitting time and the employee has left the work site, shall receive a stipend equivalent to two hours multiplied by the employee's regular hourly rate of pay. The stipend shall be in addition to being paid for hours actually worked. This stipend shall not apply to an employee who is receiving the stipend referenced in paragraph 7.6.2 below.

7.6 On-Call (Hourly Employees)

7.6.1 Time Periods: A call-duty roster shall be maintained for Monday through Friday from 4:30 p.m. to 8:00 a.m. and for Saturdays, Sundays and holidays from 8:00 a.m. to 8:00 a.m. on the following morning. The Authority reserves the right to eliminate call-duty.

7.6.2 Compensation: An hourly employee who is on call-duty shall receive four and one-half hours times the employee's regular hourly rate for each day on call-duty, except for Sundays and holidays for which the employee shall receive six hours times the employee's regular hourly rate. Such stipends shall be in addition to being paid for hours actually worked at the applicable regular or overtime rate, which rate on Sundays and Holidays shall be at double time.

7.7 Rest Period Compensation (Hourly Employees)

7.7.1 The purpose of rest period compensation time is to provide an employee a rest period after the completion of an emergency or work period. This benefit applies to those who have worked a minimum of two (2) hours and to 2:00 a.m. (one hour earlier for Garage and Facilities employees on all hours herein) or later and whose work at this time is not during the employee's shift or scheduled work period. Those employees shall be entitled to a two-hour rest period. Employees who have worked two hours or more and have worked anytime between the hours of 1:00 a. m. and 4:00 a.m. shall be entitled to a four-hour rest period. An employee who is called to work in an emergency situation after 4:00 a.m. is not entitled to a rest period. Also, any employee called to work and, after the end of the emergency work period, is not required to work again for eight or more hours is not entitled to a rest period. Employees who have worked more than two hours and after 4:00 a.m. shall be entitled to the paid four-hour rest period stated herein and shall receive an equivalent paid rest period compensation for time worked beyond 4:00 a.m. to a maximum of eight hours in paid rest period compensation.

Examples: If an employee starts before 2:00 a.m. and works until 6:00 a.m. that employee shall be entitled to paid rest period compensation of six hours. If an employee starts before 2:00 a.m. and works until 8:00 a.m. they shall receive eight hours paid rest period compensation. (One hour earlier for Garage and Facilities employees for all hours herein.)

7.7.2 At the discretion of the Authority, the obligation to the employee as set forth above may be discharged in the following ways:

1. The employee will be allowed to leave work early, with pay, by the number of hours the employee is entitled to rest, or
2. The employee may be required to work all or a portion of the rest period for good cause. In that event, the employee will be compensated at the

employee's regular rate of pay for the rest period hours and paid at one and one-half times the employee's regular rate of pay for the number of hours actually worked during the rest period.

7.8 Pay Period

The pay period shall begin on Tuesday and end on the following Monday. Paychecks shall be issued on the Thursday following the end of the payroll period. If the Thursday pay date is a holiday, the previous day, Wednesday, shall be the pay date.

7.9 Water Supply Operator Certification

A \$.35 increment shall be added to the hourly rate of employees Assistant Water Maintenance Supervisors or Assistant Water Meter Repair Supervisor(s) who obtain and maintain a Grade D New York State Department of Health Water Supply Operator Certification. A \$.35 increment shall be added to the hourly rate of employees who are Chemist I's who obtain and maintain a Grade A or Grade B New York State Department of Health Water Supply Operator Certification.

ARTICLE 8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: The following holidays shall be observed: New Year's Day, Labor Day, Martin Luther King's Birthday, Columbus Day, President's Day, Veteran's Day, Thanksgiving Day, Memorial Day, Day After Thanksgiving, Independence Day, Christmas and one Floating Holiday to be taken with appropriate notice.

8.1.2 Holiday Occurs on Weekend: When a designated holiday occurs on a Saturday, the holiday shall be observed on the preceding Friday. When a designated holiday occurs on a Sunday, the holiday shall be observed on the following Monday.

8.1.3 Holiday Pay: An employee who does not work on a designated holiday shall be paid for the day at the employee's regular daily rate of pay.

8.1.4 Assigned to Work Actual Holiday: An hourly employee who works on the actual date of a holiday shall be paid for all hours worked at two times the employee's regular hourly rate in addition to receiving eight hours holiday pay.

8.1.5 Assigned to Work Observed but Not Actual Holiday: An hourly employee who works on the date the holiday is observed when it differs from the actual date of the holiday, shall be paid for all hours worked on that day at one and one-half times the employee's regular hourly rate.

8.2 Sick Leave

8.2.1 Allotment: An employee shall be credited with seven days of sick leave each year. Sick leave credits shall be credited while an employee is on a paid leave of absence, but not while on an unpaid leave of absence.

8.2.2 Accrual: Sick leave credits shall be accrued on a monthly basis. An employee shall be credited with one day on January 1st of each year and with one-half day on the end of each month for the remainder of the calendar year.

8.2.3 Probationary Period: A probationary employee may not use earned sick leave credits prior to completing the first eight weeks of employment.

8.2.4 Accumulation: An employee may carryover a maximum of 130 sick days for utilization from one calendar year to the next calendar year. Any accumulation of sick time in excess of 130 days will be added to the employee's service credit toward retirement for the balance of accumulated sick leave not compensated at retirement under Article 11 Retirement Benefits, Section 11.4 – Pension Benefits.

8.2.5 Medical Verification: The Authority may require medical verification if the Authority perceives an employee is abusing sick leave or when an employee is absent for more than three workdays due to an illness or injury.

8.2.6 Holidays: When a designated holiday occurs on a day for which an employee is on paid sick leave, the employee shall receive holiday pay and sick leave credits will not be charged for the day.

8.2.7 Termination Benefits: An employee shall not be paid for unused sick leave credits upon termination of employment, except upon retirement as set forth in Section 11.2, below.

8.2.8 Good Attendance Bonus: An employee who is not absent due to illness or injury and does not use any sick leave/Workers' Compensation time in a calendar year shall receive three hundred dollars (\$300) in the calendar year 2015 for attendance in 2014; three hundred dollars in 2016 for attendance in 2015; and three hundred dollars in 2017 for attendance in 2016; three hundred dollars in 2018 for attendance in 2017; and three hundred dollars in 2019 for attendance in 2018.

An employee who has carried over 130 sick days on January 1st and who did not use any sick leave/Workers' Compensation time in the prior calendar year will receive 3 additional vacation days in the current calendar year. An employee whose accumulated sick leave reaches 130 days in a calendar year and who does not use any sick leave/Workers' Compensation time in that calendar year will receive 3 additional vacation days in the next calendar year.

8.3 Donated Leave Program

The Onondaga County Water Authority has a Donated Leave Policy for providing assistance to an employee with a long-term medical or personal hardship. The policy is found in the OCWA employee benefits manual.

8.4 Personal Leave

8.4.1 Allotment: An employee shall be entitled to four days of personal leave each year.

8.4.2 Accrual: Personal leave shall be credited on January 1st of each year. Employees hired after January 1st in any calendar year will be credited with 2 days of personal leave upon completion of their probationary period. Contingent Permanent and Provisional employees will be granted 2 days of personal leave after completing six calendar months of satisfactory service.

8.4.3 Probationary Period: A probationary employee may not use personal leave credits prior to completing the first six months of employment.

8.4.4 Accumulation: An employee may not accumulate personal leave credits. An employee's unused personal leave credits at the end of a calendar year shall be converted to the employee's sick leave credits.

8.4.5 Use of Personal Leave: The purpose of personal leave is to provide short periods of release time for matters which cannot be reasonably transacted or accomplished outside regular working hours. For example, an employee may use personal leave for religious observances, personal matters, medical and dental appointments or illness in the immediate family, which requires the employee's care or attendance. Personal leave may not be taken immediately preceding or following vacation leave or holidays, except for religious observance. An employee may not use Personal Leave when sick in order to qualify for the perfect attendance bonus.

8.4.6 Scheduling: Personal leave is to be taken in a minimum of a one-hour period by hourly employees. Leave, which exceeds one hour, will be charged in one-half hour increments. The employee must receive approval from the appropriate supervisor at least twenty-four hours prior to taking personal leave. When leave is requested during working hours to attend to an emergency situation the notice requirement will be waived.

8.4.7 Termination Benefits: An employee shall not be paid for unused personal leave credits upon termination of employment.

8.5 Vacation Leave

8.5.1 First_Year Employees: Employees hired between January 1 and June 30 will, after having acquired regular status, have five (5) days of vacation in their year of hire.

The following January 1st these employees shall be credited with one (1) day of vacation for each full month of continuous service worked during their first year, up to a maximum of ten (10) vacation days. During the current year, the employee may schedule and use up to ten (10) paid vacation days. A minimum of five (5) days shall apply.

8.5.2 One through Six Years: On the first day of January of each year, an employee who has completed at least one year of service on or before December 31st of the previous year shall be credited with eleven (11) days of paid vacation.

8.5.3 Seven through Eleven Years: On the first day of January of each year, an employee who has completed at least six (6) years of service on or before December 31st of the previous year shall be credited with sixteen (16) days of paid vacation.

8.5.4 Twelve Years: On the first day of January of each year, an employee who has completed at least eleven years of service on or before December 31st of the previous year shall be credited with seventeen days of paid vacation.

8.5.5 Thirteen Years: On the first day of January of each year, an employee who has completed at least twelve (12) years of service on or before December 31st of the previous year shall be credited with eighteen (18) days of paid vacation.

8.5.6 Fourteen Years: On the first day of January of each year, an employee who has completed at least thirteen years of service on or before December 31st of the previous year shall be credited with twenty one days of paid vacation.

8.5.7 Fifteen through Twenty-one Years: On the first day of January of each year, an employee who has completed at least fourteen years of service on or before December 31st of the previous year shall be credited with twenty-two days of paid vacation.

8.5.8 Twenty-two Years: On the first day of January of each year, an employee who has completed at least twenty-one years of service on or before December 31st of the previous year shall be credited with twenty-six days of paid vacation.

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
1-6 -----	11
7-11-----	16
12 -----	17
13 -----	18
14 -----	21

15-21 -----22
22 and above-----26

8.5.9 Accumulation: An employee may carry over a maximum of ten vacation days into the next year.

8.5.10 Scheduling: Each employee shall submit vacation requests to the appropriate supervisor prior to April 15th of each year on forms provided by the Authority. When more employees' request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. Vacation is to be taken in a minimum of one (1) hour increments.

8.5.11 Duration of Vacation: A request for a vacation which is for less than one week shall be scheduled on a first come first served basis subject to the approval of the employee's supervisor. A request for a vacation, which is for one or two weeks, shall have priority over a request for less than one week. An employee may not schedule a vacation for more than two weeks, unless approved by the employee's supervisor.

8.5.12 Accident or Illness: In the event that an illness, disability or compensable accident occurs prior to and interferes with an employee's scheduled vacation, the employee's vacation will be rescheduled, if practicable, within the calendar year.

8.5.13 Holidays: When a designated holiday occurs on a day for which an employee is on paid vacation, the employee shall receive holiday pay and vacation leave credits will not be charged for the day.

8.5.14 Termination Benefits: Upon termination of employment, an employee shall be paid for all accumulated vacation leave, including the prorated amount for each month worked during the current year, at the employee's then current regular rate of pay. For the purpose of this provision, termination shall include voluntary resignation, layoff, retirement, or entry into full-time military service, but shall not include termination for just cause.

8.5.15 Death Benefits: In the event of an employee's death, the beneficiary of the deceased employee, as named in the employee's group life insurance policy, shall be paid for all accumulated vacation leave, including a prorated amount for each month worked during the current year, at the employee's then current regular rate of pay.

8.5.16 Credit for Military Leave: For the purpose of calculating vacation credits, the time an employee was on ordered military leave shall be considered as time employed.

8.5.17 Paycheck While on Vacation: When a payday occurs during an employee's scheduled vacation, upon request of the employee, the Authority shall mail the employee's paycheck to an address designated by the employee.

8.6 Bereavement Leave

8.6.1 Immediate Family: An employee shall be allowed to take a leave of absence for up to three days of scheduled working time, from the time of notification up to and including the day after the funeral, without loss of pay or leave credits, in the event of a death of the employee's spouse, domestic partner, child, parent, step-child, step-parent, brother, sister, grandparent, parent-in-law, brother-in-law, sister-in-law, grandchild, son-in-law, or daughter-in-law.

8.6.2 Extended Family: An employee shall be allowed to take a leave of absence for up to one day, without loss of pay or leave credits, in the event of a death of an aunt or uncle.

8.7 Jury Duty

8.7.1 An employee shall be allowed to take a leave of absence, without loss leave credits, while serving on jury duty. The employee shall receive the difference between the employee's regular pay and the amount received while serving on jury duty.

8.7.2 An employee who receives notice to report for jury duty shall immediately submit the notice to the appropriate supervisor. If the Authority determines that the employee cannot be spared from assigned work duties, the Authority shall request to the court that the employee be exempted or postponed.

8.7.3 While on jury duty, an employee will be expected to work as much of the employee's schedule as the jury duty schedule permits, to the extent that the combined time on jury duty and at work does not exceed the employees regular workday.

8.7.4 After the jury duty is completed, the employee on jury duty shall provide the Authority with the dates on which the employee was ordered to be in court. Failure to submit court documentation may result in the absence(s) being charged against the employee's vacation or personal leave accruals.

ARTICLE 9 UNPAID LEAVE

9.1 Extended Leave

9.1.1 Personal Leave: At the discretion of the Authority and upon written request, an employee may take an unpaid leave of absence for up to six months for personal reasons including, but not limited to, family responsibilities and education. To be eligible for such leave, the employee must have at least one-year service seniority. Unpaid personal leave shall not be granted nor utilized for the purpose of outside employment.

9.1.2 Family & Medical Leave Act: The Authority's policy on family and medical leave shall be in accordance with Federal law.

9.1.3 Seniority: Leave without pay for up to six months shall not constitute a break in service for the purpose of computing eligibility for employment preference and other benefits involving length of service. Nor shall the employee accrue seniority while on such unpaid leave.

ARTICLE 10 INSURANCE

10.1 Medical & Hospital Insurance

10.1.1 Coverage: Eligibility for health insurance as outlined requires an employee to work a minimum of 30 hours per week. Effective January 1, 2015, a part-time employee working less than 30 hours per week is required to pay an additional 10% premium contribution which is added to the contribution percentages stipulated for full-time employees.

The Authority shall provide an employee and the employee's eligible family with medical and hospital insurance. Coverage shall begin on the first of the month following a 30-day waiting period immediately following the employee's initial date of employment.

10.1.2 Effective January 1, 2016, NYS Health Insurance Plan - Empire Plan: The Authority shall offer a health benefit plan whereby the current benefits shall be maintained. The Authority may change carriers and/or offer an alternative plan, provided the benefits are substantially equivalent to the current plan. The Authority shall provide the Union with a thirty-day notice of any intended change.

10.1.3 Premium Payment (Individual/Family Plan): The Authority shall pay the full premium for individual or family coverage. However, during the period of this Agreement, an employee who is enrolled on an individual or family basis in either the Excellus Indemnity (2015) or the NYSHIP Empire Plan effective January 1, 2016 shall contribute toward the monthly premium as follows:

Effective January 1, 2015, shall contribute 9% of Excellus rate, per month, deducted on a weekly basis. \$63.74/\$26.03 (No adjustment).

Effective July 1, 2015, shall contribute 10% of Excellus rate, per month, deducted on a weekly basis. \$70.83/\$28.92.

Effective January 5, 2016, shall contribute 12% per month, deducted on a weekly basis.

Effective January 3, 2017, shall contribute 13% per month, deducted on a weekly basis.

Effective January 2, 2018, shall contribute 15% per month, deducted on a weekly basis.

Effective January 1, 2019, shall contribute 15% per month, deducted on a weekly basis.

10.2 Dental Plan

10.2.1 Coverage: The Authority shall provide an employee and the employee's eligible family with a dental plan. Eligibility for dental insurance requires an employee to work a minimum of 30 hours per week. Coverage shall begin on the first of the month following a 30-day waiting period immediately following the employee's initial date of employment.

10.2.2 Plan: The Authority shall offer a dental plan whereby the current benefits shall be maintained. The Authority may change carriers and/or offer an alternative dental plan, provided the benefits are substantially equivalent to the current plan. The Authority shall provide the Union with a thirty-day notice of any intended change.

10.2.3 Premium Payment: The Authority shall pay the full premium for individual coverage or family coverage. However, during the period of this Agreement, an employee who is enrolled on an individual or family basis in the dental plan shall contribute toward the monthly premium as follows:

Effective January 1, 2015, shall contribute 9% per month, deducted on a weekly basis.

Effective July 1, 2015, shall contribute 10% per month, deducted on a weekly basis.

Effective January 5, 2016, shall contribute 12% per month, deducted on a weekly basis.

Effective January 3, 2017, shall contribute 13% per month, deducted on a weekly basis.

Effective January 2, 2018, shall contribute 15% per month, deducted on a weekly basis.

Effective January 1, 2019, shall contribute 15% per month, deducted on a weekly basis.

10.3 Optical Plan

10.3.1 Coverage:

The Authority shall provide an employee and the employee's eligible family with an optical plan. Eligibility for optical insurance requires an employee to work a minimum of 30 hours per week. Coverage shall begin on the first of the month following a 30-day waiting period immediately following the employee's initial date of employment.

10.3.2 Plan: The Authority shall offer an optical plan whereby the current benefits shall be maintained. The Authority may change carriers and/or offer an alternative optical plan, provided the benefits are substantially equivalent to the current plan. The Authority shall provide the Union with a thirty-day notice of any intended change.

10.3.3 Premium Payment: The Authority shall pay the full premium for individual coverage or family coverage. However, during the period of this Agreement, an employee who is enrolled on an individual or family basis in the optical plan shall contribute toward the monthly premium as follows:

Effective January 1, 2015, shall contribute 9% per month, deducted on a weekly basis.

Effective July 1, 2015, shall contribute 10% per month, deducted on a weekly basis.

Effective January 5, 2016, shall contribute 12% per month, deducted on a weekly basis.

Effective January 3, 2017, shall contribute 13% per month, deducted on a weekly basis.

Effective January 2, 2018, shall contribute 15% per month, deducted on a weekly basis.

Effective January 1, 2019, shall contribute 15% per month, deducted on a weekly basis.

10.4 Insurance Buy-Out

10.4.1 An employee who is insured under another medical and hospital plan may refuse participation in the Authority's medical and hospital plan. Such employee shall receive an amount equivalent to fifty percent of the cost of the premium of the indemnity plan for individual or family coverage, as the case may be, for each month the employee is eligible but does not elect coverage. Payment shall be included in weekly paychecks.

All employees initially employed or re-employed on or after January 1, 2016 shall not be eligible for participation in the insurance "buy-out".

Employees currently enrolled in the buy-out, as of January 1, 2016, are continued as participants in the insurance "buy-out" and shall receive an amount of forty percent (40%) of the cost of the premium of the NYSHIP Empire Plan for individual or family coverage, as the case may be, for each month the employee is eligible but does not elect coverage. Payment is calculated after subtracting the current employee premium contribution. Payment shall be included in weekly paychecks.

10.4.2 To be eligible for the insurance "buy-out", the employee must document that the employee is covered under another medical and hospital plan. Thereafter, the employee must provide documentation on or immediately before, December 1st of each year. Such documentation shall be in writing from the provider of the alternate plan.

10.4.3 Subject to the insurance plan's requirements, an employee may resume coverage in the Authority's medical and hospital plan on the first of the month immediately following the employee giving notice. The employee must give such notice to the Authority, in writing, a minimum of five business days prior to the end of a month.

10.5 On-the-Job Disability Insurance (Workers' Compensation)

10.5.1 Coverage: The Authority shall provide each employee with Workers' Compensation. Coverage shall begin on the employee's first day of employment.

10.5.2 Reporting of Injury: An employee who is injured while at work must report the injury to the appropriate supervisor within twenty-four hours. The Authority shall file the appropriate accident report with the insurance carrier and Workers' Compensation Board within the time limits required by State law. If injuries warrant a visit to the emergency room, the appropriate supervisor shall provide the employee with the necessary Workers' Compensation information.

10.5.3 Paid Leave Time Credits: To the extent that a compensation award includes lost wages and the employee received paid leave time, such award shall be assigned by the employee to the Authority. Upon such assignment, the employee's leave time credits shall be restored on a prorated basis.

10.6 Off-the-Job Disability Insurance

10.6.1 Coverage: The Authority shall provide each employee with off-the-job disability insurance.

10.6.2 Premium Payment: The Authority shall pay the full premium.

10.6.3 Reporting of Disability: An employee who is absent for more than one week must complete a disability form supplied by the Authority.

10.6.4 Paid Leave Time Credits: To the extent that a disability award covers lost wages and the employee received paid leave time, such award shall be assigned by the employee to the Authority. Upon such assignment, the employee's paid leave credits shall be restored on a prorated basis.

10.7 Life Insurance

10.7.1 Coverage: The Authority shall provide each employee with Group Term Life Insurance in the amount of \$60,000 for the employee; Spouse - \$5,000; Children 6 months of age and over - \$2,000. The Authority may change carriers and/or offer an alternative plan, provided the benefits are substantially equivalent to the current plan. The Authority shall provide the Union with a thirty-day notice of any intended change.

10.7.2 Premium Payment: The Authority shall pay the full premium for life insurance.

10.8 Employee Assistance Program

10.8.1 The Authority shall make available an Employee Assistance Program (EAP) for an employee and the employee's family to obtain confidential, professional counseling.

10.8.2 An employee may use the EAP for up to six counseling sessions each year at no charge.

ARTICLE 11 RETIREMENT BENEFITS

11.1 Pension Plan

11.1.1 Retirement Benefits are provided through the New York State and Local Retirement System as established and as here in after amended by New York State Retirement and Social Security Law.

11.1.2 The Authority shall provide plan 75-i under the New York State and Local Retirement System in accordance with the following:

If employee last joined Retirement System before July 1, 1973, the employee is a Tier I member: entire cost is paid for by the Authority.

If employee last joined Retirement System between July 1, 1973 and July 1, 1976, the employee is a Tier II member: entire cost is paid for by the Authority.

11.1.3 The Authority shall provide Article 14 and/or Article 15 under the New York State and Local Retirement System in accordance with the following: If employee last joined Retirement System on or after July 27, 1976 but before September 1, 1983, the employee is a Tier III member: contribution of 3% is required by employee for the first ten (10) years of membership in the Retirement System or after ten (10) years of credited service, whichever is sooner.

11.1.4 The Authority shall provide Article 15 under the New York State and Local Retirement System in accordance with the following: If employee last joined Retirement System on or after September 1, 1983, the employee is a Tier IV member: contribution of 3% is required by employee for the first ten (10) years of membership in the Retirement System or after ten (10) years of credited service, whichever is sooner. If the employee joined on or after January 1, 2010, the employee is a Tier V member. **If the employee joined on or after April 1, 2012, the employee is a Tier VI member.**

11.2 Retirement Bonus

Upon an employee's separation of employment and entrance into the New York State Retirement System, the Authority shall pay the employee a lump sum bonus equal to one and one-half percent multiplied by the employee's daily rate of pay multiplied by the number of accumulated sick leave credits (maximum of 130 days) multiplied by the total number of completed years of service with the Authority. Payment shall be in a separate check.

11.3 Retiree Health Program

Effective January 1, 2012, the Authority agrees to pay 90% of the full cost of premiums, with the retiree responsible for 10% of the premium, for the health program that it provides for employees prior to retirement, excluding dental and vision plans, for coverage of the individual employees who retire from the Authority during the term of this Agreement provided that the aforementioned employees have completed a minimum of ten years of full time service with the Authority and enter into retirement with the New York State and Local Retirement System or draw a disability pension benefit under Social Security. The employee who retires from the Authority, during the term of this Agreement, shall be eligible for dependent coverage for the health program at a cost one half of the difference between family and single coverage. Notwithstanding §209(a)(1)(e) of the Civil Service law, or any other provision of law which serves to extend provisions of an expired agreement, this provision shall expire on December 31, 2019 unless modified or extended by the parties by written agreement.

11.4 Pension Benefits

11.4.1 The Authority has elected to provide the additional pension benefits of Section 41-j of the Retirement and Social Security Law for all employees who retire with an effective date of retirement on or after January 1, 2006.

11.4.2 Section 41-j applies to all tiers of membership and provides additional service credit toward retirement for the balance of accumulated Sick Leave not compensated at retirement. Service credit will be calculated based on accumulated sick leave credits (subject to a maximum of 200 days/1600 hours, as determined by the NYS Retirement System) less amounts paid under Section 11.2 Retirement Bonus.

11.4.3 Credit for unused sick leave at retirement cannot be used to increase pension benefits beyond the maximum amount payable under an individual's Plan. In addition, it cannot be used to qualify an employee to retire under a special plan.

ARTICLE 12 SPECIAL COMMITTEES

12.1 Labor-Management Committee

12.1.1 Purpose: There shall be a standing Labor Management Committee composed of equal representation for the sole purpose of discussing policies and procedures. Employee representatives on the Committee shall be designated by the Unit President. The Committee may not negotiate terms and conditions of employment.

12.1.2 Agenda: Unless otherwise agreed to, the Authority and the Union must submit issues for discussion, in writing, at least fourteen calendar days prior to the scheduled date of the meeting.

12.1.3 Frequency and Duration: The Authority shall schedule a meeting of the Labor Management Committee within fourteen calendar days of receiving a written request from the Union. The meeting shall occur during regular business hours and shall not exceed two hours unless mutually agreed to by the parties.

ARTICLE 13 GENERAL PROVISIONS

13.1 Travel Expenses

13.1.1 The Authority shall provide transportation to and from a work site, on Authority time, when an employee is required to engage in work outside the OCWA service area within commuting distance of headquarters. The Authority shall provide a charge card and, if applicable, reimburse an employee for fuel and related expenses incurred while operating the Authority's car in the line of duty. Such expenses must be approved by the appropriate supervisor.

13.1.2 When an employee is assigned to work, attend school, attend a meeting, or make an inspection, outside the OCWA service area and beyond commuting distance of headquarters, the Authority shall reimburse the employee for all reasonable and necessary travel time and expenses on the basis of air, rail or bus travel and scheduled running time of such common carrier.

13.1.3 Employee's Car: When an employee is directed by the appropriate supervisor to use the employee's own automobile for Authority business, the Authority shall reimburse the employee at the then current mileage rate set by the Internal Revenue Service.

13.2 Meal and Lodging Expenses

13.2.1 When an employee is assigned to travel outside the OCWA service area to attend a school, meeting or inspection tour, the Authority shall reimburse the employee for all reasonable and necessary expenses for meals and lodging during such assignment.

13.2.2 The Supervisor or Manager shall furnish a meal voucher to an employee who:

1. is required to report to work 1 ½ hours before the scheduled or rescheduled tour of duty begins or 1½ hours after the scheduled or rescheduled tour of duty ends; or
2. is called out for overtime work for a period of four hours or more and the overtime work extends to or beyond a customary mealtime. In such cases 6:01 am and pm and 12:01 am and pm shall be considered as customary meal times. Mealtimes for Distribution and Facilities employees shall be one hour earlier in all cases.
3. The employee shall be paid ½ hour at the applicable rate for the mealtime. The voucher shall be exchanged for \$8.50.

13.3 Safety Shoes

13.3.1 Safety toe work boots shall be worn by all employees performing physical job functions, including any and all non-office functions. (Office functions defined as working at a desk or an area similar to a desk environment.).

13.3.2 Employees required to wear safety shoes will be reimbursed up to \$170 per year for the purchase of a pair or pairs of safety shoes, specification ANSI-75 steel toe, upon receipt of proof of purchase.

13.4 Work Gear

The Authority shall provide all required safety and personal protection equipment necessary for Authority work, such as rubber boots, rain gear, work gloves, hard hats and other job related safety equipment, at no cost to the employee.

13.5 Reimbursement for Education

Upon satisfactory completion in a course of study approved in advance by the Authority, the Authority shall reimburse an employee for all tuition, fees and books in accordance with the OCWA Tuition reimbursement Plan as approved by the OCWA Board on August 23, 1994.

13.6 Driver's License Renewal

An employee required to have to maintain a Commercial Driver's License (CDL) shall be reimbursed for the cost difference over the cost of a New York State Class D license.

ARTICLE 14 CIVIL SERVICE LAW

It is hereby understood and agreed that this Agreement and each and every part hereof is subject to the provisions, where applicable, of the New York State Civil Service Law, and rules, regulations, provisions, ordinances, resolutions or actions of any kind or nature of the State or Local Civil Service Commission or Personnel Officer (all collectively referred to as the "Law"), as they may, from time to time, be amended, hereinafter referred to as Civil Service Law.

ARTICLE 15 PLEDGE AGAINST DISCRIMINATION

OCWA and the Union realize that they have a responsibility to promote and provide equal opportunities for employment and it is the positive and continuing policy of OCWA and the Union to apply all provisions of this Agreement equally to all employees in the bargaining unit so as to insure an equal opportunity in employment without discrimination as to race, color, disability, sex, sexual orientation, age, religion, national origin, marital status, citizenship or any other legally protected status.

ARTICLE 16 EXECUTION OF AGREEMENT

16.1 Duration of Agreement

This Collective Bargaining Agreement shall become effective on January 1, 2015 and shall expire at the end of December 31, 2019, unless otherwise agreed to by the parties.

16.2 Distribution

The Authority shall provide each new employee with a copy of this Collective Bargaining Agreement on the employee's first day of work.

16.3 Savings Clause

16.3.1 Should any of the provisions, portions or applications of this Collective Bargaining Agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this Collective Bargaining Agreement shall continue to be in full force and effect.

16.3.2 Upon the issuance of such decision, the Authority and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

16.4 Past Practices

As long as the grievance procedure contained in Article 4 culminates in advisory arbitration, all existing rules, regulations, practices, benefits and general working conditions previously provided and allowed by the Authority, unless specifically excluded by this Collective Bargaining Agreement, shall remain in full force and effect.

16.5 Legislative Action

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.

16.6 Management Rights

16.6.1 OCWA hereby retains and reserves unto itself all right, power, authority, duty or responsibility conferred upon and vested in it by the laws of the State of New York and/or the United States of America. The exercise of any such right, power, authority, duty

or responsibility by OCWA and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to employees represented by the Union, be limited only by the specific and express terms of this Collective Bargaining Agreement.

16.6.2 In addition to its inherent management rights regarding consolidation, addition or elimination of positions covered by this Collective Bargaining Agreement, the Authority shall continue to have the right to subcontract work, whether performed in whole or in part by members of the bargaining unit, in order to achieve reasonable cost savings. Any such decisions to subcontract work covered by this collective bargaining unit shall be communicated to the Unit President at least twenty days in advance of the implementation of the decision and the Union shall have the opportunity to meet and confer with the Authority to discuss the effects of the decision as it relates to the bargaining unit.

16.7 Execution of Agreement

This Collective Bargaining Agreement become effective on January 1, 2015 and shall expire at the end of December 31, 2019, unless otherwise agreed to by the parties.

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

ONONDAGA COUNTY WATER AUTHORITY

Michael E. Hooker Date
Executive Director

John V. Bianchini Date
Chairman

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

Frank Antonucci Date
Labor Relations Specialist

Robert W. Rusyn Date
Unit President