

# COLLECTIVE BARGAINING

## AGREEMENT

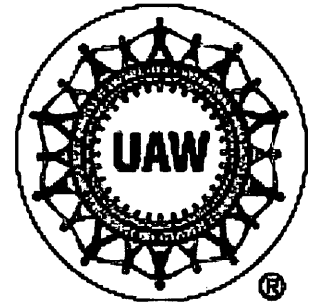
BETWEEN

Southern Cayuga Lake Intermunicipal Water Commission



AND

UAW Local 2300



Administration, Distribution and Production Unit

Contract Term: 1/1/2024 – 12/31/2026

**Union Contract**

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## **ARTICLE 1. - RECOGNITION**

This Agreement is made by and between United Auto Workers Local 2300, hereinafter called the "UAW" or "Union", and the Southern Cayuga Lake Intermunicipal Water Commission, New York, hereinafter called the "SCLIWC" or "Employer".

The Employer recognizes the Union as the exclusive representative of all employees (including part time) in the following classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of Civil Service Law (Taylor Law): All part time and full time, probationary and post probationary positions at SCLIWC, excluding all seasonal or temporary employees and General Manager, Production Manager, Distribution Manager and Finance Manager Positions.

## **ARTICLE 2. - STATEMENT OF PURPOSE**

It is the purpose of this agreement to establish the terms and conditions of employment and to encourage a constructive, mutually respectful working relationship between UAW and SCLIWC. Both parties agree to strive toward a resolution of conflict in a constructive and mutually respectful manner. Both parties agree that full and open dialog prior to decisions affecting the other is essential to a healthy relationship. Both parties recognize that staff, management and the Commissioners have a right to be treated with respect and dignity in a harassment-free environment. Both parties to this contract affirm that each shall at all times be a dedicated, courteous and efficient representative of public employment, realizing full well that he/she is under the constant scrutiny of the public at large, and that he/she is performing an essential service for the benefit of the citizens of the community at large.

## **ARTICLE 3. - SAVINGS AND SEPARABILITY**

It is not the intent of either party hereto to violate any laws or rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of the Agreement.

## **ARTICLE 4. - CONFLICT WITH INTERMUNICIPAL AGREEMENT**

The Union acknowledges that the Employer is a Commission created by virtue of an intermunicipal agreement (the "Intermunicipal Agreement") among the Towns of Dryden, Ithaca, and Lansing, and the Villages of Cayuga Heights and Lansing, acting on their own behalf and on behalf of certain water districts located within the boundaries of such Towns. The Union also acknowledges that the Employer's authority to act and to agree is limited to the authority granted by the terms of the Intermunicipal Agreement. Accordingly, the Union and Employer agree that in the event any provision of this Agreement is in conflict with, or in excess of any authority granted to the Employer by, the Intermunicipal Agreement, such provision shall be deemed null and void and unenforceable by the Union against the Employer or any of its constituent municipalities.

## **ARTICLE 5. - COMPLETE AGREEMENT**

The parties agree that each has had unlimited right to present proposals and counterproposals concerning wages, hours and other terms and conditions of work, the results of which are set forth in this Agreement. This document constitutes the entire Agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this Agreement in writing annexed hereto and specifically designated as an amendment, shall supersede or vary any of the provisions of this Agreement.

## **ARTICLE 6. - APPROVAL OF AGREEMENT**

This Agreement shall not be binding upon the Employer until it is approved by the governing bodies of the Towns of Dryden, Ithaca and Lansing and the Villages of Cayuga Heights and Lansing. Employer agrees to notify the Union of the decision of each of such bodies within one week of the vote on same.

The following agreement is included pursuant to Civil Service Law Section 204-a: **It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.**

## **ARTICLE 7. - EMPLOYEE ORGANIZATION RIGHTS**

### **Section 7.01 UNION SECURITY**

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an Employee with respect to such matter.

The Union is required under this Agreement to represent all of the employees in the bargaining unit and not only members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays their own way and assumes their fair share of the obligations along with the grant of equal benefits contained in this agreement.

In accordance with the policy set forth under this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. This amount shall be limited to an amount of money equal to the Union's regular and usual initiation fee and monthly dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

### **Section 7.02 DUES AND OTHER DEDUCTIONS**

**Dues Check-off:** For employees who have signed a written authorization, the Employer agrees to deduct from the pay of all employees covered by this agreement the dues and/or initiation fees of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made.

With each remittance, Employer will provide the Union with a list of names of employees and the dates and amounts of deductions made for each employee. Employer shall remit the Dues Check-off check to the Union within seven (7) days of the last payroll date of the month.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or other forms of liability that shall arise out of, or for reason of action taken by the Employer, reliance upon payroll deduction authorization cards submitted by the Union to the Employer.

### **Hardship Fund and Voluntary Community Action Program (VCAP) Check-Off**

Employees shall have the option of enrolling in a voluntary hardship fund and/or VCAP Check-Off. The employee shall have the right to enroll in the fund or VCAP at reasonable, specified times agreed upon by the Union and SCLIWC. Enrollment shall be by written authorization signed by the employee directing SCLIWC to make the hardship fund and/or VCAP deduction.

### Section 7.03 INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. The Union will submit a list of authorized agents to the Employer. These agents must notify the Employer prior to these visits and such visit shall not interfere with work assignments. The Employer will assign a location and a reasonable time for such visitation. Inspection requests shall not be unreasonably denied.

### Section 7.04 STEWARDS

The Employer recognizes the right of the Union to designate two bargaining unit employee as the duly authorized shop stewards. The shop stewards will be provided the following time off from their assigned schedule of work, without loss of pay, for the purpose of adjusting grievances or assisting in the administration of this Agreement in meetings with management:

- a. One hour to investigate prior to a Step 1 grievance hearing.
- b. One-half hour to meet prior to a Step 2 grievance hearing and subsequent Steps.
- c. All time in a grievance meeting with management.

Except for actual time in a grievance hearing or meeting with a representative of the Employer, employee business with the Union shall be conducted during non-duty hours. Except for use of the bulletin board set forth below, no Employer facilities, including telephones, computers, and copy machines, shall be used for Union business except as follows:

Employees may occasionally use the Commission's equipment on their own time; however, the following rules apply.

1. All work performed and time scheduled must first be approved by the appropriate Department Head.
2. Work must be performed outside normal hours (the lunch period and breaks may be used).
3. Equipment may be used, but not materials (paper and computer supplies, etc.).
4. Copiers may be used, but copies must be paid for at the public charged rate of \$0.25. Flexibility is allowed for 1 or 2 occasional copies.

Stewards have no authority to take strike action, or any other action interrupting the Employer's business.

Negotiations: The Union may designate two employees to attend negotiations with the Employer. The representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the employer. The two employees named above will be allowed up to 1 hour of compensated time prior to each negotiation session to meet with the Union negotiations committee. Additional time beyond the 1 hour may be considered by the Employer after request by the Union.

Training: SCLIWC will grant the Union up to 7 (seven) days of unpaid union leave, per steward, annually for the purpose of steward training, such time off to be requested and approved in accordance with the standard vacation policy.

Health Consortium: SCLIWC encourages attendance of the shop stewards at the Joint Committee for Plan Structure and Design. SCLIWC will allow release time without loss of pay or leave credits, for the sole purpose of one representative to attend those monthly meetings.

Personnel & Organization: SCLIWC encourages attendance of a shop steward at the Personnel & Organization Committee. SCLIWC will allow release time without loss of pay or leave credits, for the sole purpose to build a working relationship with the management team and Commissioners.

#### Section 7.05 NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, creed, religion, age, sex, sexual orientation, gender identity or expression, union activity, marital status, citizenship, disability, national or ethnic origin or protected veteran status or any other discriminatory acts prohibited by law.

Any employee claiming he/she was discriminated against based upon one (1) of the above noted protected categories may file a grievance at Step 2 of the Grievance Procedure, Article 12 of this Agreement. Employee must also report claim under the Personnel Manual Anti-Harassment policy to the Human Resources Manager for investigation.

#### Section 7.06 BULLETIN BOARD

The Employer shall provide a bulletin board for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union. Postings must be submitted in advance to the Employer. The Employer retains the right to reject all postings which are deemed to reflect adversely on the reputation of the Employer or which could constitute harassment of other employees.

#### Section 7.07 UNION ORIENTATION

One Steward will be allotted one hour of paid time with each new hire for purposes of orientation.

### **ARTICLE 8. - MANAGEMENT RIGHTS**

Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement. The Employer retains all of the rights, functions, duties and responsibilities of management currently accorded it by law. Except where limited by this agreement the Employer reserves and retains solely and exclusively all of its inherent rights to operate and manage its business by determining the mission, purpose, objectives, policies and programs; to make or alter from time to time reasonable rules and regulations to be observed by the employees, including without limiting, the right to discontinue old methods and to initiate any technical changes as well as any form or type of new method or procedure; to determine work rules and standards of performance; to determine services to be rendered or supplied; to determine the size of the work force; to determine policy affecting selection or training of employees; to hire and assign employees of its own selection; to determine the number to be employed; to prepare job qualifications and establish job classifications; to assign and reassign the work to be performed by the employees; to establish and change work schedules; to transfer, promote, demote, lay-off, terminate or otherwise relieve employees from duty subject to applicable provisions of the Civil Service Law of the State of New York.

Furthermore, the exercise or non-exercise of rights hereby retained by the Employer shall not be deemed a waiver of any such right or prevent the Employer from exercising such rights in any way in the future.

### **ARTICLE 9. -DECLARATION OF NO STRIKE POLICY**

The Union affirms that under no circumstances shall the Union, its officials, its employees, its affiliates, or its members, directly or indirectly cause, instigate, permit, support, encourage or condone, nor shall any employee or employees, directly or indirectly, take part in any action against or any interference with the operations of the Employer or any of the municipalities associated with the Employer, such as a strike, work stoppage, sit-down, stay-in, slow-down, curtailment of work, restriction of production, or any picketing.

Notwithstanding anything above, the Employer agrees not to discipline any employee who in a non-emergency situation declines to cross a union picket line during work hours. Employer agrees that it will not lock out its employees during the term of this agreement and for any period of time outside this agreement while negotiations for a successor agreement are on-going.

## **ARTICLE 10. - COACHING**

The Employer encourages Department Managers to provide coaching to their employees. Coaching is a means of discussion, mentoring, encouragement and training on actions that need to be improved. Coaching is intended to provide the employee with the knowledge and the means to improve upon specific actions. Coaching involves setting goals with the employee and establishing a realistic time frame for any improvements discussed. Formal coaching shall be documented by the employee's receipt of an official coaching form.

Coaching shall not be considered to be disciplinary action. The purpose is to provide aid to the employee for self-improvement. The oral coaching process can continue for a short or long period of time depending on the employee's actions. If the use of oral coaching over time does not resolve the issue, then coaching may progress to being put in writing after the discussions have occurred. If continued coaching does not work in aiding the employee to correct the issue and further action is needed, the Department Manager will then follow the Disciplinary Policy. In situations requiring immediate actions, discipline may be imposed, even if coaching has not occurred. All disciplinary actions are subject to the grievance procedures.

## **ARTICLE 11. - DISCIPLINARY ACTION**

### **Section 11.01 GENERAL PRINCIPLES AND PROGRESSIVE DISCIPLINE**

The Employer and the Union agree to a procedure of progressive discipline and to the principle that the object of a disciplinary policy is to improve the future performance of an employee. Whenever possible, the Employer will assist the employee in improving performance through means alternative to discipline. Disciplinary action will be taken only if coaching has not corrected the problem, or the circumstances and nature of the employee's actions or conduct require immediate disciplinary action. The steps in the procedure of progressive discipline shall include written warnings; suspensions; and discharge. Situations involving major infractions or offenses shall be exempt from progressive discipline and may subject an employee to discipline, including discharge, regardless of the employee's prior record. Disciplinary action, including discharge, shall be imposed only for just cause. All disciplinary actions are subject to the grievance procedures.

### **Section 11.02 RIGHT OF UNION REPRESENTATION**

An employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer. An employee shall be entitled to Union representation at any questioning if it is contemplated that the employee might be disciplined as a result of any matter to which the questioning relates. Before commencing each stage of any disciplinary proceeding and before commencing any questioning as set forth above, the Employer shall notify the affected employee, in writing, of the employee's right to Union representation as set forth in this paragraph. As used in this paragraph, the right to Union representation includes the right to consult with a Union representative in advance of the stage of the disciplinary proceeding or questioning or both, as applicable. Further, this right shall include the opportunity to have the Union representative present throughout the interview or disciplinary procedure. If the employee has requested Union representation, the employee shall be afforded a reasonable period of time to obtain the representation.

Disciplinary meetings shall refer to meetings with employees being investigated and who might be subject to disciplinary action, but do not include meetings or sessions involving training, instruction, coaching, or

performance reviews. To the extent possible and legal, all disciplinary meetings shall be confidential and private and shall include a Union representative unless the employee objects.

#### **Section 11.03 EMPLOYEE'S OPTIONS UPON RECEIPT OF NOTICE OF DISCIPLINE**

An employee who has received a Notice of Discipline may choose one of the following three options: (1) Accept the discipline set forth in the Notice of Discipline; (2) Object to the discipline by filing a grievance pursuant to the grievance procedure set forth in this Agreement between the Union and the Employer; (3) Object to the discipline by invoking his or her rights under Section 75 of the Civil Service Law. The employee may choose only one option.

If the employee chooses to object to the Notice of Discipline, the employee must file written notice of his or her choice of procedure with the Employer and the Union no later than the eighth day (8) day after receiving the Notice of Discipline. The employee may use the Declaration of Option form to provide this notice to the Employer and the Union. The Declaration of Option form will be attached to the Notice of Discipline.

If the employee chooses to accept the disciplinary action, the employee waives all rights under Section 75 of the Civil Service Law and all rights available to the employee under the progressive disciplinary process, including the right to challenge the discipline through the grievance procedure of this Agreement. If the employee chooses to object to the Notice of Discipline by filing a grievance pursuant to the grievance procedure of this Agreement, the employee is precluded from exercising any rights available to him or her under Section 75 of the Civil Service Law. If the employee chooses to object to the Notice of Discipline by invoking his or her rights under Section 75 of the Civil Service Law, the employee is precluded from exercising any rights available to him or her under the grievance procedure of this Agreement.

If the employee chooses to object to the Notice of Discipline, whether through the progressive disciplinary process, including the contractual grievance procedure, or through Section 75 of the Civil Service Law, the employee shall be deemed to have denied all charges and to have denied that the proposed discipline is justified.

#### **Section 11.04 OBJECTION TO DISCIPLINE THROUGH CONTRACTUAL GRIEVANCE PROCEDURE**

The progressive disciplinary procedure for insubordination, incompetence, or misconduct described in this section shall be available to employees as an alternative to Section 75 of the Civil Service Law. Under this procedure, an objection to discipline is made by filing a grievance under the grievance procedure set forth in this Agreement and shall be processed as a grievance under that procedure.

#### **Section 11.05 OBJECTION TO DISCIPLINE THROUGH SECTION 75 OF THE CIVIL SERVICE LAW**

If the matter is processed under Section 75 of the Civil Service Law, the Employer may impose one, and only one, of the following penalties pursuant to Section 75: reprimand; fine not to exceed one hundred dollars, to be deducted from the salary or wages of the employee; suspension without pay for a period not exceeding two months; demotion in grade and title; or dismissal. Disciplinary action imposed pursuant to Section 75 of the Civil Service Law is not grievable under this Agreement.

The Section 75 hearing officer shall be selected by the Employer and the Union. If the parties cannot agree on a hearing officer within twenty (20) work days, the parties will request a list of neutral hearing officers from PERB and the hearing officer will be selected using PERB's rules and procedures. The fees and expenses of the hearing officer shall be divided equally between the Union and the Employer.



## Section 11.06 INITIATION OF DISCIPLINARY ACTION

If the Employer decides to impose disciplinary action on an employee, a written Notice of Discipline shall be served to the employee and the Human Resources Manager. The Notice of Discipline shall set forth all alleged acts of the employee that the Employer believes warrant discipline and shall also set forth the proposed disciplinary penalty. The Employer shall personally serve the employee with the Notice of Discipline. If possible, the Notice of Discipline shall be served to the employee in the presence of a Union representative, except where the employee waives this right. The Employer shall serve a copy of the Notice of Discipline to the Union within 24 hours of service to the employee. Service to the Union shall be by certified mail to the Union office or by personal delivery to a Union officer. The Human Resources Manager shall contact a Steward or the Union Office immediately whenever a disciplinary action is to be served.

## Section 11.07 IMMEDIATE SUSPENSION

If allegations of employee misconduct are such as to generate a reasonable concern for the safety and welfare of other employees, but further investigation by the Employer is needed to determine their truth, the Employer may temporarily suspend the employee against whom the allegations have been made, without pay, for up to thirty (30) days. However, before or promptly after imposing this suspension, the Employer must afford the employee a pre-suspension hearing, at which the employee shall be provided oral or written notice of the allegations against him or her, an explanation of the Employer's evidence, and an opportunity to present his or her side of the story. If the allegations are unfounded, all records of such allegations shall be removed from the employee's personnel file, and the employee shall suffer no loss of wages, benefits, or leave time. The Human Resources Manager shall contact a Steward or the Union Office immediately whenever a disciplinary action is to be served. At the request of the employee, the Employer and Union will schedule a grievance hearing promptly.

## Section 11.08 PROBATIONARY EMPLOYEES

Probationary employees are not covered by this Article.

## **ARTICLE 12. - GRIEVANCES**

### Section 12.01 DEFINED

A "grievance" within the meaning of the Agreement shall be defined as any matter concerning the interpretation or application of the terms of this Agreement, past practices, company policies, applicable laws or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article.

Every employee shall have the right to present their unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of their own choosing at all stages of the grievance procedure. Employees, Steward, the Union and the Employer shall have fifteen (15) working days from the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

### Section 12.02 GRIEVANCE PROCEDURE

The procedural steps of the grievance procedure shall be as follows:

Step 1: The Employee shall present the basis for their dispute to their Union representative who shall advise him/her of their rights and assist the Employee and the Supervisor to reach an amicable solution. The presentation may be either oral or written and must include Article and/or Section being grieved, and the remedy sought. A written answer will be

provided within ten (10) working days following the Step 1 meeting.

**Step 2:** If the employee does not receive a satisfactory answer in Step 1 the employee may appeal the grievance to the General Manager, within ten (10) working days following receipt of the Step 1 response. The grievance shall be dated and signed by the grievant and the shop steward and shall set forth the nature of the grievance including contract provisions allegedly violated, facts and pertinent dates, and the remedies desired. The General Manager or designee will arrange for and will meet with the grievant and the shop steward within ten working days following receipt of the written grievance. A written answer will be provided within ten (10) working days following the Step 2 meeting.

**Step 3:** If the employee does not receive a satisfactory answer in Step 2, the employee may appeal the grievance to the Personnel Committee within ten (10) working days following receipt of the Step 2 response. The Chair of the Employer's Personnel Committee, or designee, will arrange to meet with the grievant, shop steward and the Union representative, within five working days of receipt of the written grievance from the Union. A written answer will be provided within ten (10) working days following the Step 3 meeting.

**Step 4:** In the event that the grievance is unresolved, the Union may submit the issue to arbitration in accordance with the rules of the NYS Public Employment Relations Board. The arbitrator shall have no power to add to, subtract from or alter the specific terms of this agreement.

The fees and expenses of the arbitrator and the cost of the hearing room, if any shall be shared equally by the parties. The arbitrator's decision and award shall be in writing and delivered within thirty (30) days from the date the record is closed. The decision shall be final and binding upon the parties.

If appeals by the grievant or their representative to the employer's decision are not timely for each step as defined above, the decision at the previous step shall be binding. If the Employer fails to respond in a timely manner as defined for each step above, the grievance will automatically advance to the next step.

- **Grievance Mediation**

Upon mutual agreement, the Employer and the Union will request a Mediator for the purpose of grievance mediation. This process may be implemented with mutual agreement prior to filing for Arbitration, or in the time frame between the filing for Arbitration and the Arbitration proceedings. In the event Grievance Mediation is chosen prior to the filing for Arbitration, the time limits for filing for Arbitration will be extended to accommodate the Grievance Mediation process. Where grievance mediation results in a mutually acceptable resolution of the dispute this resolution shall be binding on both parties. Where no mutually acceptable resolution is achieved the decision/recommendations of the mediator shall not be binding on either party and may not be introduced in any subsequent arbitration proceedings.

## **ARTICLE 13. - REVIEW OF PERSONAL HISTORY FOLDER**

An employee shall, within five (5) working days of a written request to the Employer, be provided the opportunity to review their official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative. This right shall not be abused. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

The official personal history folder shall contain all memoranda and documents relating to the employee, which contain criticism, commendation, appraisal, or rating of the employee's performance on their job. Copies of such memoranda and documents shall be sent to the employee simultaneously with their being placed in the official personal history folder.

An employee may, at any time, request and be provided copies of all documents and notations in their official personal folder of which he/she has not previously been given copies.

#### **ARTICLE 14. - SENIORITY**

Seniority shall be defined as the length of continuous service with the Employer for the purpose of vacation selection, lay-off, recall, and for the purpose of promotion, seniority shall be a factor weighed when two qualified employees have equivalent skills, experience, knowledge and ability.

An employee shall lose seniority if the employee:

- a. Resigns, quits or retires.
- b. Is discharged or terminated (unless reversed through the grievance, arbitration, or Civil Service procedure).
- c. Does not return from layoff within five (5) working days after being officially notified to return to work, by certified or registered mail addressed to the employee's last forwarding address on file with the Employer. Employer, in addition, will contact the employee via telephone and home email (if on file). An employee who moves must notify the Employer of his change of address in writing within five (5) calendar days of such move.
- d. Is absent from work or fails to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying and receiving approval from the General Manager or designee.
- e. Is transferred or promoted into another position with the Employer, except such an employee shall have the right to return to their former position (with no loss of seniority) until the end of probationary period for the position they are being promoted or transferred into, provided such employee has not been discharged from their position in that department for misconduct.
- f. The employee fails to return to employment at the Employer within one year following the expiration of Short-Term Disability Leave.
- g. An employee on a continuous absence from work due to a work-related injury or illness who fails to return to work within one year of a determination by a physician that the employee is permanently disabled or if the employee fails to return to work within thirty (30) months following an absence due to work-related injury or illness.

Bargaining unit employees who are promoted to supervisory positions with the Employer shall be eligible to return to the bargaining unit within three (3) months from the date of promotion; provided such employee has not been discharged for misconduct.

#### **ARTICLE 15. - EMPLOYEE DEFINITION**

The following definitions are to be used only and solely for interpreting the provisions of this contract and do not relate to any other rule, policy, or law.

Full-time employees - Employees are to be considered full-time if they work 35 hours per week or more.

Part-time employees- Employees are to be considered part-time if they work less than 35 hours per week. Part time employees will receive benefits based on a pro-rata amount.

## **ARTICLE 16. - HOURS OF WORK**

### **Section 16.01 WORK DAY – WORK WEEK**

The standard workweek for the Administration, Distribution and Electrical & Mechanical Technician employees of the bargaining unit is 8:00 am to 4:00 p.m., Monday through Friday, with a paid ½ hour lunch break, which is a 40-hour standard workweek for full time employees. The standard workweek for the Production employees is determined by their assigned shift. Current shifts are either 5 days of an 8 hour shift or 4 days of a 10 hour shift. Commission employees must be at the job site and available for work at all times, including during their lunch break. The employer will provide space and time away from the employee's workstation for a meal break each day, if feasible. The employee when given this opportunity must leave their workstation area and not eat at their workstation. The standard hours can be changed or altered by a Department Manager with consent by the General Manager, and after discussion with the employee. Production employees' work shifts can be altered due to covering for other department staff's time off or due to production requirements. Advance notice will be given whenever possible.

### **Section 16.02 ALTERNATIVE WORK SCHEDULE**

Employees may work other than the full-time work week hours normally worked for that department with approval of the Department Manager. An alternative work schedule must be discussed and approved of in writing by the employee's Department Manager. A copy of the approval will be filed in the employee's personnel file. An alternative work schedule will only be considered if it is feasible given the nature of an employee's work duties. Once approved, the alternative schedule will not be withdrawn without notification from the Department Manager, in writing at least two (2) weeks prior to the date of change, unless the employee voluntarily waives the notification period.

**Production coverage:** There are times when an operator's schedule must be altered to cover for scheduled time off of another operator. When an eight-hour (8) hour employee covers for a ten-hour (10) hour employee the extra two (2) hours worked will be included in the total hours worked that week and will be eligible for overtime pay or compensatory time, at the choice of the employee.

### **Section 16.03 TIME SHEETS**

All employees are required to fill out a time sheet in ink on a daily basis, sign it on the last day of the pay period and turn it into their supervisor or Department Manager. Time shall be charged at one quarter (.25) of an hour basis. Time sheets cannot be changed without the employee's permission; both employee and supervisor must initial the changes. Payroll may make minor mathematical corrections and allocation changes, after discussion with the employee and supervisor.

### **Section 16.04 OVERTIME**

Hours an employee works in excess of 40 per week. The Fair Labor Standards Act of 1938 requires that overtime pay must be paid at a rate of not less than one and one-half times the non-exempt employee's regular rate of pay for each hour worked in excess of 40 hours per week. Overtime is calculated on a weekly basis, not on a bi-weekly pay period. Fringes used in a week will be included in the calculation of overtime pay. The standard workweek shall not be changed to avoid paying overtime in any week.

Distribution Employees will be granted first shift overtime for hours worked while performing 20% audits that are scheduled for times that are before their regular shift starts or after their regular shift ends.

### **Section 16.05 COMPENSATORY TIME**

At the option of the employee, except for certain positions described below, compensatory time may be chosen in lieu of monetary overtime compensation. Full time employees working in the office almost all of the work day and do not have life safety or emergency responsibilities will earn compensatory time in

lieu of monetary overtime compensation. Part time employees working in the office almost all of the work day and do not have life safety or emergency responsibilities will earn compensatory time in lieu of monetary compensation for hours worked beyond their regularly scheduled shift.

Positions exempted: all Administration Department positions and the Geographic Information Systems/ Information Technology Specialist.

Compensatory Time is extended to employees who are non-exempt under Section 207 of the Fair Labor Standards Act (FLSA). Employees will earn compensatory time at straight time for hours up to 40 hours per week. Employees will earn compensatory time at time and one half (1½) for all hours over 40 in a week. Compensatory time will accrue up to a limit of 40 hours. Vacation, Sick, and Personal time used in the week can be used to earn compensatory time. A signed written agreement to accept compensatory time at time and one half (1½) in place of overtime pay needs to be on file prior to earning compensatory time.

Use of Compensatory Time must be consistent with the operational needs of the department and approved by the Department Manager in advance of use. Time off request forms must be submitted for consideration to the Department Manager at least one week in advance for approval of five (5) consecutive days off or more are being requested. Otherwise forms must be submitted at least twenty four (24) hours in advance for consideration.

#### Section 16.06 SHIFT DIFFERENTIAL

Shift differential allows for extra compensation to hourly employees who are scheduled on a regular, rotating or sporadic basis to work during the second (2<sup>nd</sup>) or the third (3<sup>rd</sup>) shift. Second (2<sup>nd</sup>) shift hours begin at 4:00 p.m. and end at midnight and third (3<sup>rd</sup>) shift hours begin at midnight and end at 8:00 a.m. Schedules that begin at 4 pm or later and those that begin before 8 a.m. are eligible for differential pay only for the actual shift hours worked. Hours worked outside the shift will be paid at the regular rate. For example, an employee scheduled 7 a.m. to 5 p.m. will be paid for one hour at third (3<sup>rd</sup>) shift rate and eight (8) hours at the regular rate and one (1) hour at the second (2<sup>nd</sup>) shift rate.

Production and Distribution Department employees working an assigned shift from 4:00 pm to midnight (2<sup>nd</sup> Shift) will be paid an increase of \$1.10 per hour and working an assigned shift from midnight to 8:00 am (3<sup>rd</sup> Shift) will be paid at an increase of \$1.65 per hour.

Employees assigned to a shift that qualifies for a shift differential who work overtime hours as an extension of their scheduled shift, either at the beginning or end of the shift, shall have the applicable shift differential folded into their existing base hourly rate for the calculation of the overtime rate for those hours.

#### Section 16.07 ON CALL

Production's Electrical & Mechanical Technician and Distribution Department employees are required to rotate being "on call" for weeknights, weekends, and holidays. During this time, they must remain in cell phone contact and be able to respond to the plant or work site within one hour, fit for duty. These employees will be paid for being "on call" from 4:00 p.m. to 8:00 a.m. Monday through Thursday and 4:00 p.m. Friday through 8:00 a.m. Monday.

Distribution Employees "on call" will be paid one-half (½) hour at time and one half (1½) for each eight (8) hour period of time. (i.e.: 4:00 p.m. Monday to 8:00 a.m. Tuesday equals one (1) hour.) For each 24 hours of on call time for a normal two-day weekend, employees will be paid one and one half (1½) hours at time and one half. This provision is in addition to overtime pay for any hours actually worked while "on call."  
{i.e.: 8.0 hours of On-Call per week at OT rate}

Production Employees "on call" will be paid one (1) hour at time and one half (1½) for each eight (8) hour period of time. (i.e.: 4:00 p.m. Monday to 8:00 a.m. Tuesday equals two (2) hours at time and one half (1½). For each 24 hours of on call time for a normal two-day weekend, employees will be paid three (3) hours at time and one half. This provision is in addition to overtime pay for any hours actually worked while "on call." {i.e.: 16.0 hours of On-Call per week at OT rate}

#### Section 16.08 CALL IN

Call in is provided when non-exempt employees are called back to work outside their regular working hours for unusual or unscheduled circumstances, i.e. water main breaks. This call in time does **not** run in conjunction with their normal workday, since they are expected to leave prior to when their next shift begins. This time worked also does not constitute receiving shift pay, as it is not a scheduled shift. For times when an employee is called in and then stays at work for their regular scheduled shift, the extra hours are paid as regular overtime not as Call In Time.

Employees who are called in to work are guaranteed a minimum of four (4) hours call-in pay at a rate of time and one half (1½.). Employees called in to work on Memorial Day, Thanksgiving Day or Christmas Day will be paid at a rate of double time (2x). If an Employee is asked to come into work within two (2) hours of the start of their shift, the employee will receive an additional two (2) hours pay at straight time for the unscheduled early start and the time worked prior to regular starting time at time and one-half (1½.) Thereafter, the employee is required to remain on duty.

### **ARTICLE 17. - WAGES**

Classification System and Wage Scale revised for effective 1/1/2024 –See Appendix 1.

Established wages for the job classification system covered under this contract will receive a six percent (6%) increase on the previous year's Job Rate for the first year of the contract, a five percent (5.0%) increase on the previous year's Job Rate for the second year of the contract and a four percent (4.0%) increase on the previous year's Job Rate for the third year of the contract.

#### Changes to Classification structure

- Change to Classification 6 list to include Senior Distribution Operator, Senior Electrical Mechanical Technician and Assistant Finance Manager.
- Water Treatment Plant Operator Trainee and Distribution Operator Assistant hired at Classification 2 Job Rate. When eligible for promotion to Classification 5B title they start at Step 1.
- Promotions – start at Step 1 of the new classification level.

#### New Hires:

- New employees are hired at the Hiring Rate and progress by steps to Job Rate over three (3) years.
- Step movements will occur on January 1<sup>st</sup> of each year.
- New hires shall reach Job Rate on January 1<sup>st</sup> of their third anniversary year.

#### Section 17.01 LONGEVITY

Longevity payments are paid annually based on the following for the length of the contract.

5-9 Years-	\$250	10-14 Years-	\$500	15-19 years-	\$650
20-24 years -	\$750	25 years or more-	\$850		

#### Section 17.02 LICENSES

As an encouragement for employees to expand their knowledge and skills, Bolton Point will add an additional amount to the employee's base wage for having specific licenses. The additional amount is

added to the base rate each pay and is non-accumulative. However, it would be included in shift differential pay and overtime pay.

IA-SW/GUI Filtration Plant license	\$1.00 per hour
Code Enforcement Certification	\$0.50 per hour
Cross Connection/ Backflow Certification	\$0.25 per hour
Drone License**	\$0.10 per hour

\*\* (maximum of 1 per department and based on job description- GIS/IT Specialist & Sr. WTPO)

**ARTICLE 18. - HOLIDAYS**

New Year's Day -	January 1 <sup>st</sup>
Martin Luther King JR's Birthday -	Third Monday in January
President's Day -	Third Monday in February
Memorial Day -	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day -	July 4 <sup>th</sup>
Labor Day -	First Monday in September
Columbus/Indigenous Peoples Day -	Second Monday in October
Veterans' Day -	November 11 <sup>th</sup>
Thanksgiving Day -	Fourth Thursday in November
Day after Thanksgiving-	Day after Thanksgiving
Christmas Day -	December 25 <sup>th</sup>
Floating Holiday-	new date specified each year

There are two (2) half day holidays per year: (facility closes at noon these days)

Christmas Eve	December 24 <sup>th</sup>
New Year's Eve	December 31 <sup>st</sup>

If a holiday falls on a Saturday, the preceding Friday will be taken as the holiday. If the holiday falls on a Sunday, the following Monday will be considered the holiday.

Holiday hours are based on the employee's regular scheduled day but not less than their regular workweek divided by five (5) days. Employees who work four ten hour days will receive ten (10) hours for holiday pay. For employees who work flex or part time schedules, the holiday hours are based on the total number of hours the employee is scheduled to work in a week divided by five (5.)

**Section 18.01 FLOATING HOLIDAY**

The floating holiday is a specific date determined by a majority vote by all the SCLIWC employees.

**Section 18.02 HOLIDAY PAY**

Employees who work on a Holiday (including the floating holiday) as part of their regular shift will receive pay at a rate of time and one half (1½) for the hours worked on said holidays and holiday pay at straight time for the hours worked on said holiday. Employees scheduled to work as part of their regular shift on Memorial Day, Thanksgiving Day or Christmas Day will receive pay at a rate of double time (2 times the hourly rate plus applicable shift differential) for all hours worked on that holiday.

**Section 18.03 BANKED HOLIDAY TIME (10 hour Production employees)**

Production employees that work the Sunday – Wednesday or Wednesday – Saturday, ten hour shifts are able to "bank" holiday time that occurs outside of their assigned shift in the week that the holiday occurs.

The hours are "banked" for future use and must be used consistent with the operational needs of the department and been approved of by the Department Manager in advance of use.

## **ARTICLE 19. - VACATION**

Employees shall be eligible to take paid vacation after completing the first six (6) months of employment. Vacation is earned based on a monthly accrual system. Accruals are posted on the first day of each month and are based on years of service completed as of that date. Employees must complete the full month in order to earn the vacation accrual for that month; **NO** prorating will be done for a partial month if an employee leaves service.

### **VACATION SCHEDULE:**

less than 5 years	10 days
5 – 9 years	15 days
10 years	16 days
11 years	17 days
12 years	18 days
13 years	19 days
14 years plus	20 days

### **SECTION 19.01 APPROVAL PROCESS**

Vacations must be consistent with the operational needs of the department and approved by the Department Manager. Time off request forms must be submitted to the Department Manager at least one (1) week in advance for approval if five (5) consecutive days or more are being requested. Otherwise forms must be submitted at least 24 hours in advance.

### **SECTION 19.02 MAXIMUM**

The maximum vacation balance allowed is 1½ times the annual days accrued. Any amount above the maximum on the accrual date will be lost time.

### **SECTION 19.03 VACATION BUY BACK**

Employees may sell back up to 80 hours of accumulated vacation time annually, provided that at least one week of vacation time in the preceding twelve months has been used.

## **ARTICLE 20. - OTHER LEAVE TIME**

### **Section 20.01 SICK TIME**

Employees working 20 hours or more shall earn one (1) day of sick time every month, which is accrued in hours on the first day of the month, for completing the previous month of service. Hours accrue prorated based on the employee's weekly schedule divided by a standard five (5) day workweek, i.e., employees working 25 hours per week will accrue five (5) hours on the first of the month. A new employee will receive a prorated accrual the first month of service.

The maximum sick time allowed is **250 days** (or 2000 hours based on a 40-hour workweek.) At retirement a maximum of **250 days**, (or 2000 hours based on 40 hour workweek) can be used toward retiree health insurance. A maximum of 165 days of accumulated sick time can be used to increase service credit through the NYS & Local Retirement System 41J program. At no time will an employee or retiree receive cash payment for unused sick time.



Employees must call in to their Department Manager at the start of every workday (or other prearranged time) to report use of sick time. It is important to build up sick time reserve to assure continuation of full paychecks if out for an extended period due to an injury or illness. Sick time is to be used if the employee is ill or injured or may be used to care for a sick immediate family member up to a total of eighty (80) hours within a calendar year.

Employees absent from work for more than three consecutive working days due to an illness or injury may be required to supply to the Human Resources Office a doctor's statement covering the complete absence. If an employee demonstrates a pattern of unscheduled absences documentation may be requested.

#### Section 20.02 PERSONAL TIME

Employees working at least 20 hours per week are eligible for paid personal time, effective date of hire. Four (4) personal days per year are granted on the first of January, and new hires will be prorated based on date of hire. This time is non-accumulative; therefore, personal time balance at the end of the year will be converted to the sick time accrual bank. Converting personal time to sick time will not increase the maximum sick time accrual above 1400 hours.

At no point will a cash payment for unused personal time be made even when service is terminated due to retirement or resignation. However, if an employee retires prior to December 31<sup>st</sup> any unused personal time from that year will be added to the sick time balance, if the employee's sick time is not at the maximum allowed.

Personal time must be requested and approved of prior to use. Personal time shall **not** be used in conjunction with or prior to or following vacation time or a holiday. Personal time is to be used for significant activities, which cannot be completed before or after working hours. Examples: Doctor/Dentist visits, banking, professional service appointments, personal business or family business.

#### Section 20.03 BEREAVEMENT LEAVE

Employees are given a bereavement leave in the event of a death based on the following:

**5 days:** Employee's: Spouse/Partner, Parents, and children

**3 days:** Employee's: Grandparents, Siblings, and grandchildren,  
Employee's Spouse/Partner's: Parents, siblings, children, and grandchildren

**1 day:** Employee's: Aunts, Uncles, Cousins, Nieces, and Nephews  
Employee's Spouse/Partner's: Grandparents, Aunts, Uncles, Cousins, Nieces, and Nephews

Employees must use bereavement time within 30 calendar days of the date of death and will complete a bereavement leave form detailing the person, relationship, date of death and when the leave days will be used, however, employees can use days beyond 30 calendar days with approval by immediate supervisor on a case-by-case basis.

If additional time is needed for the family listed above or for others not listed above, employees can request from their Department Manager the use of their vacation, compensatory or personal time or request an unpaid leave of absence. Requests will not be unreasonably denied.

#### Section 20.04 MILITARY LEAVE

In compliance with the Uniformed Services Employment and Reemployment Rights Act, SCLIWC ensures re-employment rights to employees who enter active duty in the armed services. Failure to report to work within 30 days of military discharge will be regarded as voluntary resignation. Employees on military leave

will not be eligible for employee fringe benefits during the leave period.

**Reserve Military Leave:**

An employee will be paid their regular salary while on Reserve Military Leave for a total of thirty (30) calendar days or twenty-two (22) working days, whichever is greater, in any one calendar year.

**Section 20.05 JURY DUTY**

Employees will receive pay while serving on jury duty. It is expected that employees will report to work at all times when there is no jury or when the jury has been excused early. Failure to do so will result in reduction of pay. Employees will not be given an advantage or a disadvantage by serving Jury Duty. Employees will receive Jury Duty pay for only the hours of their normal work schedule. A copy of the Jury Duty notice must be attached to the signed time card for the jury duty period in order to receive a full paycheck. Any payments an employee receives for serving jury duty, not including reimbursements for parking, lunch, or mileage, must be signed over to the Accounting Office.

**Section 20.06 COURT SUBPOENAS**

When subpoenaed and required to make an appearance in court during working hours, the employee is to notify his or her supervisor. Appearance at court under subpoena and out of civic responsibility (such as an eyewitness) is considered excused time with pay. Time for voluntary appearance in court for personal benefit will be the employee's own responsibility and arrangements must be cleared with the immediate supervisor. Vacation or Personal days may be used for this purpose.

**ARTICLE 21. - INSURANCES**

**Section 21.01 HEALTH INSURANCE PLAN:**

Health insurance coverage is offered to all employees who work 20 hours or more per week. Effective 1/1/2015, employees will be given the option to select which health insurance plan they want to enroll in; either the existing PPO plan or the Standard Platinum Plan\*. Effective 1/1/2018, employees hired on or after this date will be allowed to enroll only in the Platinum Plan. Effective January 1, 2024, no new enrollment will be allowed in the GTCMHIC PPO Plan.

New employees are given the opportunity to enroll with coverage effective the first day of the month following date of hire, as long as they enroll within thirty (30) days from date of hire. Employees will also have the opportunity to add, delete or change coverage during the open enrollment period in November for January 1<sup>st</sup> coverage. The Commission will not pay any benefits directly; only benefits paid by the insurance carrier are available to employees.

Any proposed changes to the policy regarding health insurance benefits the employer will notify the union at least sixty (60) days before the proposed change and will meet with the union prior to implementation. The Employer retains the right to change the insurance plans and/or carrier, as long as the overall benefit level and provider networks of the new plan through the new carrier are substantially comparable to the current plan. The overall benefit level may change upon agreement by employer and the union. If the employer and union are in disagreement on whether the changes are substantial the parties will agree to mediation. If mediation fails, the matter can be taken to arbitration.

Any diminishment to the health insurance plans offered will be subject to the collective bargaining process and mutually agreed upon by both parties.

\*The Greater Tompkins County Municipal Health Insurance Consortium (Consortium) Standard Platinum Plan will have an Actuarial Value (AV) as defined by the Patient Protection and Affordable Care Act (ACA) equal to an overall plan benefit for the average participant of 90%. The Consortium will annually calculate the AV using the AV Calculator developed by the Centers for Medicare & Medicaid Services (CMS) Center for Consumer Information & Insurance Oversight (CCIIO), which

was implemented in accordance with the Patient Protection and Affordable Care Act. If such calculator is no longer available or in use, the Consortium will have an independent Actuary develop the AV of the health insurance plan on an annual basis. The AV will be equal to 90% for the Platinum Plan within an acceptable deviation of + or – 2%. Any changes to the underlying plan benefits of the Greater Tompkins County Municipal Health Insurance Consortium Standard Platinum Plan to maintain the plan’s AV will occur no more frequently than once a year with said changes being effective on January 1<sup>st</sup> each year.

**Section 21.02 HEALTH INSURANCE COST SHARE:**

All eligible employees shall contribute an established contribution of the health insurance monthly premium for the type of health insurance (individual or family coverage or whatever tier structure is available) that the employee has elected. All employee contributions to the monthly premium through payroll deduction will be made with pre-tax dollars unless the employee chooses otherwise.

PPO Health Insurance Plan: (not available to those hired after 1/1/2018)  
2024- 15% employee monthly premium contribution for elected coverage  
2025- 15% employee monthly premium contribution for elected coverage  
2026- 15% employee monthly premium contribution for elected coverage

Standard Platinum Health Insurance Plan:  
2024- 15% employee monthly premium contribution for elected coverage  
2025- 15% employee monthly premium contribution for elected coverage  
2026- 15% employee monthly premium contribution for elected coverage

Employees hired after January 1, 2021, will be only allowed to enroll in the Standard Platinum Plan at the employee cost share of 15% of the monthly premium.

**Section 21.03 HEALTH INSURANCE BUY BACK:**

Employees who elect not to take health insurance through the Employer shall receive 50% of the Employer’s annual contribution for the higher monthly premium cost individual policy offered, provided that the employee provides proof to the Employer that the employee is covered by another health insurance plan which provides health insurance coverage for the employee equal to or better than the coverage of the health insurance plan being offered by the employer at that time. The level of this benefit is prorated for part time employees. Employees hired on or after 1/1/2018 will receive fifty percent (50%) of the individual premium for the GTCMHIC Standard Platinum Plan.

**Section 21.04 RETIREE HEALTH INSURANCE PLAN:**

**1. Eligibility:**

To be eligible for health insurance, the retiree must have retired from SCLIWC with at least 10 years of service, and be receiving retirement benefits from the New York State and Local Retirement System. If the retiree does not fulfill the previous qualifications, but wishes health coverage through the group, he/she may do so by paying 100% of the premium. The retiree shall pay a percentage of an individual or family policy monthly premium based on the years of service with SCLIWC as of the retirement date. All retirees Medicare eligible will be required to enroll in Medicare Part A and Part B coverage and are required to convert to a Medicare Supplement plan if offered by the Town/SCLIWC at the same cost share as prior to becoming Medicare eligible.

**2. Use of Sick Time:**

If a retiree has accrued “sick time” balance and wishes to continue health insurance coverage they may do so. Sick time, up to 2000 hours or 250 days, will be exchanged for months of continued health insurance coverage (individual or family) until the sick time is depleted. For each month of provided retiree health coverage the sick time at retirement will be reduced by an established number of hours until the sick time is depleted. Once the sick time is depleted the retiree may continue coverage under the applicable Premium

Percentage. Premiums are due by the 20<sup>th</sup> of the month preceding the coverage month. The Commission reserves the right to cancel any retiree's insurance coverage for accounts 60 days or more past due. At no time would any unused sick time be paid out.

Established hours:

16 hours per month:

Retiree and/or dependents are enrolled in a non-Medicare supplemental plan for individual or family coverage. Including instances when one family member is enrolled in non-Medicare supplemental plan and one is enrolled in a Medicare Supplemental plan.

8 hours per month:

Retiree and dependents are enrolled in a Medicare supplemental plan for individual or family coverage.

### 3. Premium Percentages:

Once the sick bank is depleted the retiree may continue coverage under the applicable Premium Percentage.

<u>YEARS OF SERVICE AT RETIREMENT</u>	<u>RETIREE'S PORTION OF PREMIUMS</u>	<u>SCLIWC'S PORTION OF PREMIUMS</u>
25 AND OVER	50%	50%
10-24	65%	35%

### Section 21.05 DENTAL INSURANCE PLAN:

Dental insurance coverage is offered to employees working 20 hours per week or more as a voluntary plan. Employees covered by this agreement shall receive the same level dental insurance benefit plan as non-covered, hourly employees at the time the contract is executed. Coverage premiums will be paid in full by the employee for individual or family coverage. The Employer retains the right to change insurance provider and /or plans, as long as the overall benefit level of the new plan is comparable to the current plan.

#### Retiree Dental:

Retirees may wish to continue individual or family dental coverage, if they were enrolled prior to their date of retirement from SCLIWC. Premiums paid 100% by Retiree are due by the 20<sup>th</sup> of the month preceding the coverage month. The Commission reserves the right to cancel any retiree's insurance coverage for accounts 60 days or more past due.

### Section 21.06 FLEXIBLE SPENDING PLAN:

Flexible Spending Account (FSA) is an employee provided benefit plan that is established under section 125 and 129 of the Internal Revenue Code. A FSA allows employees to pay for certain health care and dependent care expenses on a pre-tax basis, saving valuable tax dollars. The FSA is offered to employees working 20 hours per week or more. Newly hired employees may enroll after their six (6) month probationary period ends. Employees must enroll annually during the open enrollment period for this plan. The maximum amount allowed for dependent care and medical and dental expenses, is based on IRS regulations.

### Section 21.07 SHORT TERM DISABILITY INSURANCE:

Disability insurance covers employees when they have been injured outside of work or for other non-employment medical reasons like surgery. This insurance pays for missed time at work only and does not provide any coverage for medical bills. For injuries that occur during work, refer to Workers' Compensation Insurance.

Disability benefits will be paid for non-work-related illness after the 7-day waiting period (5 business days) and for non-work-related injury after 1 day. The employee must cover the waiting period using their sick time, but if depleted, then any paid time off leave can be used. After the waiting period, the employee will use code "Other-Dis" to subsidize 70% of the employee's regular hours per day (5.60 hours out of 8.0 hours). The remaining 30% of hours per day (2.40 hours) shall be supplemented by an employee's sick time or any paid time off leave can be used. The use of the employee's paid time off leave will allow the employer to issue the employee their regular full paycheck, continue to accrue paid leave time, continue health insurance, and be credited with days worked in retirement system. Short term disability leave will be available for a maximum of twenty-six (26) weeks in any consecutive fifty-two (52) week period beginning as of the first use of disability.

If the employee has depleted all their paid time off leave, then they will be eligible for only the 70% paid by the employer and will no longer be eligible to accrue additional paid leave time and will no longer be reported as active to the state retirement system. There will be no change to their health insurance or employee contribution.

The Employer may contract with a third party to process these claims. The employee must submit a claim form and provide an acceptable Doctor's statement for the claim to be processed. All decisions regarding the claim will be handled by the third party. Any reimbursement payments from the third party will be paid directly to the Employer to reimburse "Other-Dis" time. If the employee accidentally receives a payment from the third party, they shall forward it to the Human Resources Office immediately. A doctor's statement authorizing a return to work is required. The Employer and / or employee may request a light duty return to work.

#### **Section 21.08 LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE:**

Group Life Insurance and Accidental Death & Dismemberment Insurance at a value of \$50,000 is provided to employees working at least 30 hours per week, at no cost to the employee. Employees also have the option to voluntarily "Buy-Up" more life insurance coverage for themselves and purchase life insurance for their dependents. All Buy-Up coverage would be the sole responsibility of the employee. This insurance is convertible, at the time an employee leaves service, to a term life policy.

#### **ARTICLE 22. - NEW TECHNOLOGY OR EQUIPMENT**

Notwithstanding any other provisions of this agreement, Employer agrees that if Employer implements new technologies, introduces new equipment, or enters into contracts relating solely to operations performed by the members of the bargaining unit, Employer will make a reasonable effort to discuss same with the union prior to such implementation, introduction, or contract execution. Such discussions shall be solely for the purpose of seeking the union's input on the Employer's proposed actions and to identify the potential effects such actions would have on the members of the bargaining unit. This clause, however, is in no way intended to preclude Employer from proceeding with such proposed implementation, introduction, or contract execution once Employer initiates discussion, even if the Employer and union are unable to agree on steps, if any, to mitigate any significant adverse effects of such actions on the members of the bargaining unit.

#### **ARTICLE 23. - TRAINING AND TRAVEL**

Employer encourages employee development, within budgetary constraints. All employees are entitled to attend workshops, conferences, or seminars as they relate to their position. Training and Travel Policy and Procedures shall be governed by the Personnel Manual except that for purposes of this collective bargaining agreement any unreasonable denial of training or travel shall be subject to the grievance procedure. Meal breaks during off-site training are included in the total hours worked.

**ARTICLE 24. - UNIFORMS AND SAFETY SHOES**

Distribution and Production employees are required to wear uniform style clothing during all working hours. Uniforms will display an employee's first name and identify him/her as a Commission employee; the cost of the name and logo will be absorbed by the Commission. Distribution and Production employees must wear OSHA approved steel-toed safety shoes while on duty.

Distribution and Production employees that wear uniform-style clothing, the Commission will provide reimbursement for uniforms and safety shoes up to a maximum of \$500.00 per year. All Distribution and Production employees will be eligible for winter coats and overalls up to \$200 per employee every three years. All Administration employees and the Distribution Department's GIS/IT Specialist will be eligible for SCLIWC logo clothing up to a value of \$100 per employee per year.

**ARTICLE 25. - SAFETY GLASSES**

For Production and Distribution employees prescription ANSI safety glasses will be reimbursed for a total not to exceed 200.00 and no more frequently than every two years, unless there is a prescription change or damaged beyond repair. Employee may select the preferred vendor or one of their own choosing. Employee will be responsible for eye examination and any costs above the allowed amount.

**ARTICLE 26. - CELL PHONE REIMBURSEMENT**

All Commission will be reimbursed fifty (\$50) dollars per month towards the cost of their cell phone bill. The amount will be paid out quarterly and is a taxable benefit. Cell phone use policy will be adhered to. All employees will be required to carry a personal cell phone to receive this benefit.

**ARTICLE 27. - TERM OF AGREEMENT**

This Agreement shall be effective as of the 1<sup>st</sup> day of January 2024 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, at least 120 days prior to the expiration date that it desires to modify the Agreement.

Negotiations for 2026 contract shall begin no later than the second week of September of 2026.

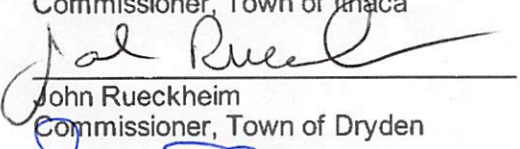
In witness thereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Date: December 29, 2023

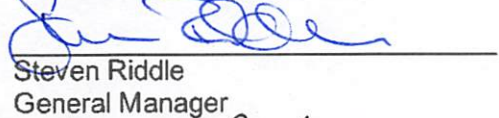
Southern Cayuga Lake Intermunicipal  
Water Commission



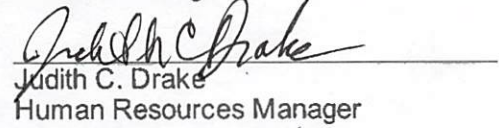
Rod Howe  
Commissioner, Town of Ithaca



John Rueckheim  
Commissioner, Town of Dryden



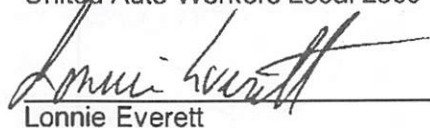
Steven Riddle  
General Manager



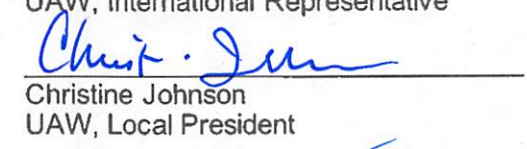
Judith C. Drake  
Human Resources Manager

Date: December 29, 2023

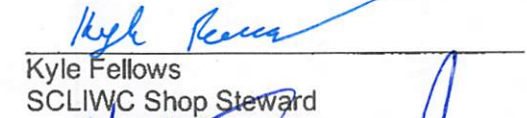
United Auto Workers Local 2300



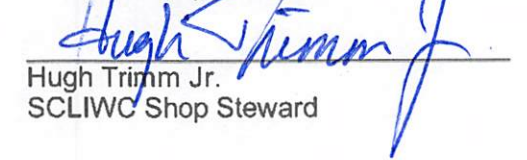
Lonnie Everett  
UAW, International Representative



Christine Johnson  
UAW, Local President



Kyle Fellows  
SCLIWC Shop Steward



Hugh Trimm Jr.  
SCLIWC Shop Steward

APPENDIX 1 – WAGES

SCLIWC UAW JOB CLASSIFICATION SYSTEM

2024 Wage Scale

JOB CLASSIFICATION LISTING			2024 HOURLY WAGE SCALE			
Updated 1/1/2024 negotiations			<b>106.00%</b>			
CLASS	CIVIL SERVICE TITLE		HIRING Rate	Step 1 - 1st Anniv Promotions	Step 2 - 2nd Anniv	Step 3 3rd Anniv JOB RATE
			% inc by step =	3.3%	3.2%	3.1%
<b>HOURLY POSITIONS</b>						
7	Assistant Production Manager Assistant Distribution Manager	HOURLY 40 HR Annual	\$ 32.76 \$ 68,140.80	\$ 33.84 \$ 70,387.20	\$ 34.92 \$ 72,633.60	\$ 36.00 \$ 74,880.00
6	GIS/IT Specialist Sr. Water Treatment Plant Oper. Sr. Distribution Operator Sr. Electrical & Mech Tech Assistant Finance Manager	HOURLY 40 HR Annual	\$ 30.90 \$ 64,272.00	\$ 31.92 \$ 66,393.60	\$ 32.93 \$ 68,494.40	\$ 33.95 \$ 70,616.00
5B	Water Treatment Plant Operator Electrical & Mechanical Technician Distribution Operator	HOURLY 40 HR Annual	\$ 27.96 \$ 58,156.80	\$ 28.88 \$ 60,070.40	\$ 29.80 \$ 61,984.00	\$ 30.72 \$ 63,897.60
5A	Principal Account Clerk Typist Administrative Assistant IV	HOURLY 40 HR Annual	\$ 27.35 \$ 56,888.00	\$ 28.25 \$ 58,760.00	\$ 29.15 \$ 60,632.00	\$ 30.05 \$ 62,504.00
4	Administrative Assistant III	HOURLY 40 HR Annual	\$ 27.18 \$ 56,534.40	\$ 28.08 \$ 58,406.40	\$ 28.97 \$ 60,257.60	\$ 29.87 \$ 62,129.60
3B	Sr. Water Maintenance Spec.	HOURLY 40 HR Annual	\$ 27.08 \$ 56,326.40	\$ 27.98 \$ 58,198.40	\$ 28.87 \$ 60,049.60	\$ 29.76 \$ 61,900.80
3A	Sr. Account Clerk Typist Administrative Assistant II	HOURLY 40 HR Annual	\$ 26.69 \$ 55,515.20	\$ 27.57 \$ 57,345.60	\$ 28.45 \$ 59,176.00	\$ 29.33 \$ 61,006.40
2	Water Maintenance Specialist Distribution Operator Assistant ** WTPO Trainee **  ** start at Job Rate for new hires not hiring rate.	HOURLY 40 HR Annual	\$ 23.07 \$ 47,985.60	\$ 23.83 \$ 49,566.40	\$ 24.59 \$ 51,147.20	\$ 25.35 \$ 52,728.00
1	Account Clerk Typist Administrative Assistant I Information Aide	HOURLY 40 HR Annual	\$ 22.50 \$ 46,800.00	\$ 23.25 \$ 48,360.00	\$ 23.98 \$ 49,878.40	\$ 24.72 \$ 51,417.60



SCLIWC UAW JOB CLASSIFICATION SYSTEM

2025 Wage Scale

JOB CLASSIFICATION LISTING			2025 HOURLY WAGE SCALE			
Updated 1/1/2024 negotiations			<b>105.00%</b>			
CLASS	CIVIL SERVICE TITLE		HIRING Rate	Step 1 -1st Anniv Promotions	Step 2 - 2nd Anniv	Step 3 3rd Anniv JOB RATE
			% inc by step =	3.3%	3.2%	3.1%
<b>HOURLY POSITIONS</b>						
7	Assistant Production Manager Assistant Distribution Manager	HOURLY 40 HR Annual	\$ 34.40 \$ 71,552.00	\$ 35.53 \$ 73,902.40	\$ 36.67 \$ 76,273.60	\$ 37.80 \$ 78,624.00
6	GIS/IT Specialist Sr. Water Treatment Plant Oper. Sr. Distribution Operator Sr. Electrical & Mech Tech Assistant Finance Manager	HOURLY 40 HR Annual	\$ 32.44 \$ 67,475.20	\$ 33.52 \$ 69,721.60	\$ 34.58 \$ 71,926.40	\$ 35.65 \$ 74,152.00
5B	Water Treatment Plant Operator Electrical & Mechanical Technician Distribution Operator	HOURLY 40 HR Annual	\$ 29.36 \$ 61,068.80	\$ 30.32 \$ 63,065.60	\$ 31.29 \$ 65,083.20	\$ 32.26 \$ 67,100.80
5A	Principal Account Clerk Typist Administrative Assistant IV	HOURLY 40 HR Annual	\$ 28.72 \$ 59,737.60	\$ 29.66 \$ 61,692.80	\$ 30.61 \$ 63,668.80	\$ 31.55 \$ 65,624.00
4	Administrative Assistant III	HOURLY 40 HR Annual	\$ 28.54 \$ 59,363.20	\$ 29.48 \$ 61,318.40	\$ 30.42 \$ 63,273.60	\$ 31.36 \$ 65,228.80
3B	Sr. Water Maintenance Spec.	HOURLY 40 HR Annual	\$ 28.44 \$ 59,155.20	\$ 29.38 \$ 61,110.40	\$ 30.31 \$ 63,044.80	\$ 31.25 \$ 65,000.00
3A	Sr. Account Clerk Typist Administrative Assistant II	HOURLY 40 HR Annual	\$ 28.03 \$ 58,302.40	\$ 28.95 \$ 60,216.00	\$ 29.88 \$ 62,150.40	\$ 30.80 \$ 64,064.00
2	Water Maintenance Specialist Distribution Operator Assistant ** WTPO Trainee **  ** start at Job Rate for new hires not hiring rate.	HOURLY 40 HR Annual	\$ 24.22 \$ 50,377.60	\$ 25.02 \$ 52,041.60	\$ 25.82 \$ 53,705.60	\$ 26.62 \$ 55,369.60
1	Account Clerk Typist Administrative Assistant I Information Aide	HOURLY 40 HR Annual	\$ 23.63 \$ 49,150.40	\$ 24.40 \$ 50,752.00	\$ 25.18 \$ 52,374.40	\$ 25.96 \$ 53,996.80

SCLIWC UAW JOB CLASSIFICATION SYSTEM

2026 Wage Scale

JOB CLASSIFICATION LISTING			2026 HOURLY WAGE SCALE			
Updated 1/1/2024 negotiations			104.00%			
CLASS	CIVIL SERVICE TITLE		HIRING Rate	Step 1 - 1st Anniv Promotions	Step 2 - 2nd Anniv	Step 3 3rd Anniv JOB RATE
			% inc by step =	3.3%	3.2%	3.1%
<b>HOURLY POSITIONS</b>						
7	Assistant Production Manager Assistant Distribution Manager	HOURLY 40 HR Annual	\$ 35.78 \$ 74,422.40	\$ 36.95 \$ 76,856.00	\$ 38.14 \$ 79,331.20	\$ 39.31 \$ 81,764.80
6	GIS/IT Specialist Sr. Water Treatment Plant Oper. Sr. Distribution Operator Sr. Electrical & Mech Tech Assistant Finance Manager	HOURLY 40 HR Annual	\$ 33.74 \$ 70,179.20	\$ 34.86 \$ 72,508.80	\$ 35.97 \$ 74,817.60	\$ 37.08 \$ 77,126.40
5B	Water Treatment Plant Operator Electrical & Mechanical Technician Distribution Operator	HOURLY 40 HR Annual	\$ 30.53 \$ 63,502.40	\$ 31.54 \$ 65,603.20	\$ 32.54 \$ 67,683.20	\$ 33.55 \$ 69,784.00
5A	Principal Account Clerk Typist Administrative Assistant IV	HOURLY 40 HR Annual	\$ 29.87 \$ 62,129.60	\$ 30.85 \$ 64,168.00	\$ 31.83 \$ 66,206.40	\$ 32.81 \$ 68,244.80
4	Administrative Assistant III	HOURLY 40 HR Annual	\$ 29.68 \$ 61,734.40	\$ 30.66 \$ 63,772.80	\$ 31.64 \$ 65,811.20	\$ 32.61 \$ 67,828.80
3B	Sr. Water Maintenance Spec.	HOURLY 40 HR Annual	\$ 29.58 \$ 61,526.40	\$ 30.56 \$ 63,564.80	\$ 31.53 \$ 65,582.40	\$ 32.50 \$ 67,600.00
3A	Sr. Account Clerk Typist Administrative Assistant II	HOURLY 40 HR Annual	\$ 29.15 \$ 60,632.00	\$ 30.11 \$ 62,628.80	\$ 31.08 \$ 64,646.40	\$ 32.03 \$ 66,622.40
2	Water Maintenance Specialist Distribution Operator Assistant ** WTPO Trainee **  ** start at Job Rate for new hires not hiring rate.	HOURLY 40 HR Annual	\$ 25.20 \$ 52,416.00	\$ 26.03 \$ 54,142.40	\$ 26.86 \$ 55,868.80	\$ 27.69 \$ 57,595.20
1	Account Clerk Typist Administrative Assistant I Information Aide	HOURLY 40 HR Annual	\$ 24.58 \$ 51,126.40	\$ 25.38 \$ 52,790.40	\$ 26.19 \$ 54,475.20	\$ 27.00 \$ 56,160.00