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Union: **International Brotherhood of Teamsters (IBT)**

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GEW
8532

NEGOTIATED AGREEMENT

BETWEEN

UPPER MOHAWK VALLEY REGIONAL WATER BOARD

AND

LOCAL UNION # 182

OF THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

APRIL 1, 2002 THROUGH MARCH 31, 2007



RECEIVED

JUN 06 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I
RECOGNITION

Section 1.

The Employer recognizes the Local Union 182, International Brotherhood of Teamsters, hereinafter known as the Local Union 182, IBT, as the sole and exclusive representative for all full-time employees in the unit described in Article II.

Section 2.

The Employer shall deduct from the wages of the employees and remit to the Local Union 182, IBT, regular membership dues for those employees who sign authorizations permitting such payroll deduction.

Section 3.

Effective September 1, 1989:

The Upper Mohawk Valley Regional Water Board, hereinafter known as the Water Board, shall deduct from the wages or salary of employees in the Local Union 182, IBT, bargaining unit who are not members of the Local Union 182, IBT, the amount equivalent to the dues levied by the Local Union 182, IBT, and shall transmit the sum so deducted to the Local Union 182, IBT, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The Local Union 182, IBT, affirms that it has adopted and will adhere to a procedure for annually refunding to any non-member employee who may request such, the pro-rata proportion of said employee's annual dues which is expended for political or other purposes or causes which are either not related or only incidentally related to collective negotiation or administration of the Agreement. This provision for Agency Shop Fee deduction shall continue in effect only so long as the Local Union 182, IBT, maintains such procedure as provided by law.

The Agency Shop Fee deduction shall be made following the same procedures as applicable for dues check off, except as otherwise mandated by law or this Article of the Agreement.

Section 4.

The Employer agrees that the Local Union 182, IBT, shall be the sole and exclusive bargaining agent for all the full-time employees described in Article II for the purpose of collective bargaining and grievances.

Section 5.

Local Union 182, IBT, affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike.

Section 6.

Should the Water Board relinquish control of its employees to a new employer, employees of the Water Board shall be given the opportunity at that time to accept employment with the new employer if a vacancy for which they are qualified is to be filled.

ARTICLE II

COLLECTIVE BARGAINING UNIT

The Collective Bargaining Unit shall consist of all full-time employees of the Water Board, except upper level management personnel and other employees represented by the Management Employees Association of the Water Board. On a quarterly basis, the Water Board agrees to provide to a designee of the Union a listing of all newly hired bargaining unit members indicating each employee's full name, job title, and date of hire.

ARTICLE III

MANAGEMENT RIGHTS

Section 1.

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether, and to what extent, the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; subject to such other provisions as may be contained in this Agreement; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercises of these rights as are expressly provided in this Agreement, or provided by law.

Section 2.

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all the rights, powers, and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement. This Agreement shall constitute the full and complete commitment of the Employer to the Union.

ARTICLE IV

COMPENSATION

Section 1.

The former base salary schedule (job rate) for unit employees hired prior to August 1, 2002 shall be increased as follows:

Effective 4/1/02 – 3.2%
Effective 4/1/03 – 3.0%
Effective 4/1/04 – 3.2%
Effective 4/1/05 – 3.0%
Effective 4/1/06 – 3.2%

In addition to the above, the hourly job rate for the title of Water Maintenance Crew Leader shall be increased by \$0.50 per hour effective as of the beginning of the payroll period immediately following ratification of this Agreement by both parties and by an additional \$0.50 per hour effective after application of the general increase of April 1, 2003.

The April 1, 2002 – April 1, 2007 base salary schedule (job rate) is annexed at Appendix "A".

Employees hired on or after August 1, 2002 shall be paid a hiring rate salary of 90% of the above-referenced job rate salary until the employee completes one (1) anniversary year of employment. Upon completion of one (1) anniversary year of employment, the employee's base salary shall be 95% of the job rate salary. Upon completion of two (2) anniversary years of employment, the employee's salary shall be 100% of the job rate salary.

Each employee covered by this Agreement who is still on the active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties, and each employee who retires under the 2002 New York State Retirement Incentive Program, shall receive a retroactive payment computed upon the difference between his/her new base salary effective April 1, 2002, and his/her prior base salary for those hours or periods actually compensated, including overtime where applicable, running from April 1, 2002.

Section 2.

The hourly paid employee's salary will be based on two-thousand-eighty hours (2,080) per year.

Section 3.

The cumulative longevity schedule shall be as follows effective July 19, 1999:

After 5 years	-	\$ 200
After 10 years	-	\$ 400
After 15 years	-	\$ 600
After 20 years	-	\$ 800
After 25 years	-	\$1,050
After 30 years	-	\$1,300
After 35 years	-	\$1,550

ARTICLE V

WORKDAY, WORKWEEK AND OVERTIME

The following rules and regulations relative to absence of employees from duty shall apply to all employees of the Water Board, except temporary employees. Administrative Officers and Heads of Departments are responsible for their enforcement.

Daily attendance records on each employee shall be maintained.

Section 1.

Except as provided elsewhere in this Article, the regular workweek for all employees of the Water Board shall in no event be in excess of forty (40) hours, consisting of five (5) consecutive workdays, eight (8) hours per day, Monday through Friday, except those employees who work a normal thirty-five (35) hour week. Notwithstanding the above, the regular workweek for non-office employees may consist of Tuesday through Saturday, however, such schedule shall be limited to no more than six (6) employees. The Water Board will first ask for qualified volunteers to work the Tuesday through Saturday schedule, if implemented by the Water Board. In the absence of qualified volunteers, the Water Board shall have the right to make the assignment which shall be limited to those qualified new employees hired on or after August 1, 1999. Any employee assigned to such Tuesday through Saturday schedule and who actually works a Saturday shift shall receive a premium payment of \$20 for each Saturday worked in addition to his/her regular pay.

The issue of flex scheduling for office employees will be referred to a labor/management committee.

Flexible Scheduling (Water Purification Facility)

Employees employed at the Water Purification Facility will work on flexible schedules with seven (7) day cycles and twenty-four (24) hour per day coverage.

- A. Work week shall consist of any five (5) days within a seven (7) day work week and any continuous eight (8) hour period.
- B. If the employee works five (5) days in a week and the week includes a holiday which is not worked, the employee is to be paid his/her normal weekly pay plus normal straight time holiday pay.
- C. All overtime, except on holidays, shall be paid at time and one-half. If an employee works on a holiday, he/she shall be paid double time.
- D. Straight time payment shall be paid for work on Saturdays and Sundays except when such work is in excess of a forty (40) hour work week.

Section 2.

Overtime

All employees shall receive overtime compensation at the rate of time and one-half in cash for work hours or any part thereof in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater, but in no event shall the normal working hours be considered as overtime.

- A. Overtime work must be authorized in advance by the Appointing Authority or its designated representative before credit for overtime work may be allowed. There must be sound and justifiable reasons for overtime assignments.
- B. A compensatory time off option is available only to office employees. No office employee shall be allowed to accumulate overtime credits compensable by equivalent time off in excess of thirty (30) workdays without the express consent of the Appointing Officer in writing. Effective upon ratification of this Agreement by both parties, the thirty (30) workday maximum accumulation of compensatory time set forth in this Article shall be reduced to thirty-five (35) hours. Any office employee whose accrued compensatory time is in excess of thirty-five (35) hours at said time of ratification shall not lose such excess time, but shall not be permitted to accrue additional compensatory time until his/her compensatory time accruals fall below the thirty-five (35) hours. Furthermore, any new compensatory time accrued after said time of ratification must be used within two (2) pay periods of its accrual or paid out in cash.
- C. An employee who retires shall be compensated in cash on the next normal payroll after retirement by the Water Board from which he so retires for such

of his overtime credits, up to thirty (30) days, as cannot be liquidated by equivalent time off prior to such retirement. If retirement day is a normal payday, the employee shall be compensated on the retirement day. Further, he shall not be compensated for such accrued overtime credits upon transfer to another office, but such credits shall be transferred with him.

- D. In the event of death of an employee, his/her estate or beneficiary shall be paid the monetary value of his/her accumulated overtime credits up to the equivalent of thirty (30) days by the Department Head by which he/she had been employed.

Section 3.

Any employee assigned to work on a Sunday or a holiday will receive double time for all hours worked.

- A. An employee is not entitled to holiday pay if a leave of absence without pay is taken the day before or the day after the holiday. If written application for a leave without pay is made at least forty-eight (48) hours before the holiday and the application is approved by the Employer, the employee will be eligible for holiday pay.
- B. In addition, if the employee has no accrued leave time and is ill, then upon presentation of a doctor's certificate, the employee would be entitled to the holiday pay only.

Section 4.

A compensatory time off option is available only to office employees. An office employee working less than forty (40) hours per week may elect to accumulate compensatory time credits in lieu of receiving overtime pay up to the fortieth (40th) hour. The employee may take the accumulated compensatory time off only upon written approval in advance by the Appointing Authority. Effective upon ratification of this Agreement by both parties, the thirty (30) workday maximum accumulation of compensatory time set forth in this Article shall be reduced to thirty-five (35) hours. Any office employee whose accrued compensatory time is in excess of thirty-five (35) hours at said time of ratification shall not lose such excess time, but shall not be permitted to accrue additional compensatory time until his/her compensatory time accruals fall below the thirty-five (35) hours. Furthermore, any new compensatory time accrued after said time of ratification must be used within two (2) pay periods of its accrual or paid out in cash.

Section 5.

Any employee called upon to work other than his normal shift will receive at least three (3) hours straight time pay.

Section 6.

If an employee works eight (8) hours or more, before or after his/her normal eight (8) hour workday, he/she shall, except in the case of an emergency, be entitled to a minimum of six and one-half (6 ½) hours rest before reporting back to work, without loss of pay.

Section 7.

If an employee is assigned and performs the duties of a higher paying job for a period of two (2) consecutive days or more, said person will be compensated at the higher rate of pay provided the employee completes all of the normal and customary duties required of the higher paying position.

ARTICLE VI

HOLIDAYS

The following thirteen (13) holidays shall be observed:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Presidents' Day | Columbus Day |
| Martin Luther King's Birthday | Election Day |
| Good Friday | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving |
| | Christmas Day |

When a holiday falls on Saturday or Sunday, it will be up to the discretion of the Appointing Officer as to what day will be observed as the holiday.

ARTICLE VII

VACATION AND LEAVE POLICY

Section 1.

Vacation Leave

- After 6 months of employment 1 week vacation
- Or after 1 year of employment 2 weeks vacation
- After 5 years of employment 3 weeks vacation
- After 9 years of employment 4 weeks vacation
- After 20 years of employment 5 weeks vacation

For the purpose of computing vacation leave, the anniversary date will be used.

- A. No accumulation of vacation credits in excess of thirty (30) days shall be permitted without the express written consent of the Appointing Officer.
- B. The time at which vacation or compensatory time may be drawn by an employee shall be subject to the prior approval of the Appointing Officer. No vacation period shall be for more than two (2) weeks at any one time unless approved by the Appointing Officer; vacations will be permitted up to three (3) weeks at one time from September through May on approval of the Appointing Officer.
- C. So far as practicable, vacation credits shall be used prior to transfer. The department to which an employee is transferred shall credit him/her with all of his/her accumulated vacation credits not used prior to transfer.
- D. Upon separation from service by resignation, retirement or death, an employee or his/her estate or beneficiary, as the case may be, shall be compensated in cash for his/her vacation credits not in excess of thirty (30) days, payment to be made on the nearest following payroll date. An employee whose employment is terminated by discharge for misconduct or gross incompetence shall not be eligible for the payment of accrued but unused vacation time upon termination of employment.
- E. It is also provided that in the event the entire amount of vacation credit earned is not used during the year following the accrual, then written permission from the Appointing Authority must be had to carry vacation credits over, but never to allow in excess of thirty (30) days as of any anniversary date.
- F. Vacation time preference shall be determined by seniority.

Section 2.

Sick Leave

All employees hired prior to August 1, 1999 shall accrue one (1) day of sick leave for every four (4) weeks of employment, accumulative up to a maximum of two-hundred-fifty (250) days. All employees hired on or after August 1, 1999, but prior to August 1, 2002, shall accrue a total of six (6) days of sick leave during the first twelve (12) months of employment, nine (9) days of sick leave during the second twelve (12) months of employment, then one (1) day for every four (4) weeks of employment thereafter, accumulative up to a maximum of two-hundred-fifty (250) days. Sick leave accruals for employees hired on or after August 1, 2002 shall be a total of six (6) days of sick leave during the first twelve (12) months of employment, then nine (9) days of sick leave for each year of employment thereafter, accumulative up to a maximum of two-hundred-fifty (250) days.

- A. An employee absent on sick leave shall notify his/her superior of such absence and the reason therefor on each day of such absence within two (2)

hours after the beginning of his/her work day. In the event of prolonged absence due to illness or injury, the employee's supervisor will excuse the employee from the requirement of providing daily notice of absences. However, and notwithstanding the above, in the event there is any question of illness or injury arising under the terms of this Agreement, the Employer may require a doctor's certificate, and/or request the employee to be examined by a Company doctor at the Company's expense, and an employee on a prolonged illness or injury must furnish a doctor's certificate every thirty (30) days if requested by the Employer.

- B. An employee who is absent on account of illness for period of three (3) days or more is required to furnish the Appointing Officer with a doctor's certificate for proof of illness. The Water Board reserves the right to have the employee examined at any time after illness is reported by a doctor of its choice.
- C. When on sick leave, an employee must submit a doctor's certificate except as follows: Regardless of other provisions to the contrary, an employee who is absent during the course of a contract year, more than three (3) separate periods of less than five (5) days absence each, would be subject to submission of a doctor's certificate, at the Employer's discretion, for any absence charged to sick leave beyond the above-mentioned period. Abuse of sick leave privilege will be grounds for disciplinary action.
- D. The employee's accumulated sick leave credit shall not be jeopardized to the extent of "up to five (5) days" on each occasion effective from the day of death for the death of an immediate family member (which includes employee's spouse, children, mother, father, sister, brother, grandparents and grandchildren, mother-in-law, father-in-law, and spouse's brother or sister). For good cause shown, the employee may be required to provide written proof of relationship and/or death as a condition of eligibility for such paid leave.
- E. At retirement, employees will be compensated at the rate of \$5 per day for unused sick leave for the first one-hundred-fifty (150) days and \$50 per day for each additional sick leave day up to a maximum of one hundred (100) days.
- F. If any employee is separated from the Water Board service or granted a leave of absence without pay from the Water Board service, and thereafter is reinstated or re-employed within one (1) year following the last date upon which sick leave standing was to his/her credit, such sick leave shall be restored to him/her and he/she shall continue to accrue up to the maximum of two-hundred-fifty (250) days.

Section 3.

Personal Leave

Effective January 1 of each year, each existing employee shall be credited with two (2) days of personal leave. Each new employee hired between January 1 and June 30 shall receive two (2) days of personal leave at the time of hire. Each new employee hired between July 1 and September 30 shall receive one (1) day of personal leave at the time of hire. Each new employee hired between October 1 and December 31 shall receive no personal leave at the time of hire. Personal leave which is not used in the calendar year in which it is earned shall be forfeited.

Section 4.

Military Leave

An employee who is a member of a reserve force of the United States or this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with no loss of time or pay not to exceed a total of thirty (30) calendar days or twenty-two (22) working days, whichever is greater, per calendar year as provided by law. The employee shall provide to the Water Board a copy of the employee's military orders at least two (2) weeks prior to going on such leave in the event of scheduled military duty or upon return to work in the event of emergency military duty.

Section 5.

Maternity Leave

The Water Board shall treat pregnancy-related disabilities in the same manner as other types of physical disabilities or mental disabilities. The Water Board shall also comply with the requirements of the federal Family Medical Leave Act.

Section 6.

Resignation

Notice of resignation must be given in writing to the Appointing Authority at least two (2) weeks prior to the last day of work. The employee then shall be compensated in cash for vacation and overtime or extra duty credits not in excess of thirty (30) days in each of the two categories, accrued and unused, as of the effective day of resignation.

ARTICLE VIII

PENSIONS AND HEALTH INSURANCE

Section 1.

Pensions

The pension plan will include the benefits provided by Section 75-G of the New York State Employees' Retirement System and in addition optional coverage under Section 41-J for application of unused sick leave as additional service credit will be provided. It will also include Articles 14 and 15 for Tier 3 and 4 members.

Section 2.

Health Insurance

- A. The Water Board shall continue to provide health and dental insurance plans with benefits which, when viewed as a whole, are equal to or better than those of the New York State Teamsters Council Health and Hospital Fund's Supreme Plan – High Option – Municipal which Plan shall be implemented as soon as practical following the ratification of this Agreement by both parties.
- B. For employees hired prior to September 1, 1989, the Water Board will continue to pay one-hundred percent (100%) of the premium expense for any form of individual or dependent coverage based on the plan selected by the employee.

For employees hired on or after September 1, 1989, but prior to August 1, 2002, the Water Board will continue to pay eighty percent (80%) of the premium expense for any form of individual or dependent coverage based on the plan selected by the employee.

For employees hired on or after August 1, 2002, the Water Board will pay seventy-five percent (75%) of the premium expense for any form of individual or dependent coverage based on the plan selected by the employee.

The Water Board will continue to provide, at no cost to the employee, a flexible spending accounts benefit plan pursuant to Section 125 of the Internal Revenue Code, with operating procedures to be determined by the Water Board in accordance with IRS regulations. This optional plan may be used for favorable income tax treatment of the employee's health and dental premium contributions, deductibles, co-insurance amounts, other non-reimbursed medical expenses, and dependent care assistance.

Only those certain employees covered by this Agreement who were at one time active participants in the Water Board's health benefits plan for at least one full calendar year, and who elected in writing prior to the effective date of ratification of this Agreement by

both parties to discontinue their active participation in the Water Board's health benefits plan for a minimum of one full calendar year and who then received an annual stipend of \$500 if the employee had foregone individual coverage, or an annual stipend of \$1,000 if the employee had foregone two-person dependent coverage, or an annual stipend of \$1,200 if the employee had foregone family coverage, shall be eligible to continue to receive such annual opt-out payments, payable in equal installments throughout the calendar year of election, provided the employee produces proof of alternate health insurance coverage from another source. Such payments shall be subject to the Section 125 plan referenced above. The employee shall have the right to return to Water Board coverage, pursuant to the particular health plan's rules and regulations, if the employee loses his/her alternate coverage due to death, divorce, or loss of insurance for other reasons beyond the employee's control. Opt-out payments shall cease upon the employee's return to Water Board coverage.

The union acknowledges that the Water Board reserves the right to change or provide alternate insurance carriers, health maintenance organizations (HMOs), or benefit levels, or to self-insure as it deems appropriate for any form or portion of health, dental or optical coverage referred to in this Article, so long as the new coverage and benefits are, when viewed as a whole, equal to or better than the aforementioned programs. However, because the New York State Teamsters Council Health and Hospital Fund has guaranteed the premium rates that it will charge the Water Board for the aforementioned programs through the year 2005, the Water Board agrees that it will not exercise its rights under this paragraph any earlier than January 1, 2006. The Water Board will not be responsible for changes unilaterally imposed by an insurance provider, or HMO, in benefits, co-payment provisions, or deductibles so long as the Water Board uses its best efforts to minimize changes by incumbent insurance providers and HMOs from one year to another.

Unit members and their eligible dependents shall not be eligible for multiple coverage at any time under the Water Board's health plans. For example, an employee may not be covered as both an individual and a dependent at the same time under the Water Board's plans.

Retiree Health Insurance

Benefits for employees hired prior to April 1, 2002 who retire during the life of this Agreement:

1. One (1) year health insurance for each five (5) years of Water Board employment up to age 65. Supplemental insurance coverage at age 65 for the balance of the earned credits.

The Blue Cross/Blue Shield of Central New York BluePPO Option 1 retiree health insurance plan endorsed by the New York State Teamsters Council Health and Hospital Fund will be implemented as soon as practical following the ratification of this Agreement by both parties as the pre- 65 "bridge" plan for any such eligible retirees. The current Medicare Supplemental Plan will be continued.

Each full-time employee hired on or after April 1, 2002 who completes at least ten (10) years of full-time continuous employment with the Water Board, and who retires directly into or under the New York State Employees' Retirement System, shall be eligible to participate in the applicable Water Board retiree health insurance plan. For as long as one (1) year for each five (5) years of Water Board employment, the Water Board will pay seventy-five percent (75%) of the premium expense for retiree health insurance coverage. After that period of time, the retiree may continue his/her participation in the applicable Water Board retiree health insurance plan but will be responsible for one-hundred percent (100%) of the premium expense. In any event, coverage will end when the retiree becomes eligible for, or becomes covered by, health insurance coverage from any other source.

Section 4.

The Water Board agrees to provide optical insurance coverage to eligible members of the negotiating unit.

This section shall take effect as soon as feasible after the Board approves the funding of the agreement.

Section 5.

In recognition of the continuing growth of health and dental care expenses negatively impacting employers and employees and the resulting need for the Water Board and Local Union 182, IBT, to work cooperatively to achieve cost containment, the Water Board and Local Union 182, IBT, agree to begin discussions in or about January 2006 on those mandatory subjects of negotiation associated with health and dental insurance. This shall not, however, diminish or impair any of the rights or obligations of the parties under this Article.

Section 6.

Drug and Alcohol Policy. In 1997 the parties developed a mutually acceptable drug and alcohol testing policy applicable to those employees who have a commercial driver's license (CDL) and who are engaged in safety-sensitive functions.

ARTICLE IX

SENIORITY

Section 1.

An employee's seniority shall commence on the date of his/her hiring by the Water Board. In case of interrupted service due to leave of absence, the seniority shall be reduced by the period of interruption. An employee shall lose his/her seniority under any of the following circumstances:

- A. Voluntary termination of his/her employment.
- B. Discharge for just cause.
- C. When an employee, indefinitely laid off, fails to return to work within two (2) weeks after written notice by certified or registered mail to his/her last known address requesting such return or if such employee fails to notify the Employer of his/her intention to return to work within one (1) week after written notice has been delivered to him/her.
- D. If he/she is absent without notification to the Employer for three (3) consecutive working days (unless there is a reasonable excuse of an unusual and unanticipated nature) preventing such notification.
- E. Layoff exceeding two (2) years (non-competitive only). Layoff exceeding four (4) years (competitive).

Section 2.

As vacancies occur within a department and the Water Board deems it necessary to fill such vacancies, a notice will be posted for a period of not less than five (5) days that the vacancy exists. At the completion of said period, the vacancy shall be filled with the applicant with the most seniority, who also is the most qualified.

The determination of the qualification of an individual is solely that of the Water Board and the Water Board shall have final determination in the selection of the applicant.

ARTICLE X

RECIPROCAL RIGHTS

The Employer recognizes the right of the employees to designate representatives of the Local Union 182, IBT, to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the Water Board upon the request of the employees.

Section 1.

The Employer shall so administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 2.

The Local Union 182, IBT, shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to

the approval of the contents of such notices and communications by the Water Board.

Section 3.

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employee and the uninterrupted operation of Government. The Local Union 182, IBT, shall provide the Water Board with a list of officers, stewards and other persons who may be designated for the purpose as previously described. The officers and agents of the Local Union 182, IBT, should have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

Section 4.

The Water Board agrees to meet with a committee from Local Union 182, IBT, every three (3) months in order to promote harmonious and cooperative relationships between the Water Board and the employees.

Section 5.

Local Union 182, IBT, delegates shall be granted a total accumulated time off, without loss of pay or charge to any leave time, to attend conventions of eight (8) man days per year; such delegates must furnish the Water Board with a copy of the delegate's certificate requiring the attendance at said convention.

Section 6.

It is the responsibility of the Employer to have this contract put in a booklet form and made available to all eligible employees within sixty (60) days of the Union's execution of this contract.

ARTICLE XI

WORKING CONDITIONS

Section 1.

The employer shall notify the Local Union 182, IBT, at least seven (7) days in advance of any change in the working methods or working conditions except where such change is required because of an emergency or major disaster over which the Employer has no control.

Section 2.

Layoff and Recall. Seniority is that factor which will prevail in the case of layoff, recall and reduction in forces. In the case of job abolishment, reduction in forces, layoff and recall, the following procedure will prevail:

- A. The employee involved shall have the right to replace the least senior employee within the same title.
- B. If an employee cannot replace anyone within his/her title because of lack of seniority, he/she may replace any employee with less seniority in a lower paid title within the Water Board, if qualified. Non-competitive employees shall not have bumping or seniority rights over employees in the competitive class.
- C. Employees shall be recalled in reverse order of layoff.
- D. The Water Board shall give two (2) weeks written notice prior to any layoff.

Section 3.

Employees in the Maintenance Department shall not be required to work in inclement weather except in an emergency. Any employee affected will be paid for said time.

Section 4.

Employees shall be paid on a bi-weekly basis.

Section 5.

The Water Board will institute a "suggestion box" program with suitable compensation for worthy suggestions.

Section 6.

If any person transfers from one classification to another, it is the responsibility of the Employer to notify that person what benefits, as far as status, he/she shall gain or lose.

Section 7.

It is the Employer's responsibility to see that an employee is aware of working conditions and be issued a booklet of the Collective Bargaining Agreement. (Re: Duty Statement Retirement and Health Plan Benefits)

ARTICLE XII

MISCELLANEOUS BENEFITS

Section 1.

Uniforms. The Water Board shall provide clean and presentable work clothing, including safety shoes where appropriate, to all construction and maintenance employees, including meter readers, required to wear uniforms as a condition of employment. This benefit shall be provided pursuant to an individual biennial clothing allowance which shall be increased from \$300 to \$400 effective April 1, 2002. The Water Board reserves the right to determine the manner in which such work clothing is provided, to select the uniform vendor(s), and to select the style and color of work clothing. Unless otherwise mutually agreed, the work clothing shall consist of the following items:

Tee Shirts (orange)

Sweatshirts (orange)

3-Button Shirt (blue)

Turtleneck (blue)

Hooded Sweatshirts (orange)

Pants: Levi's, Lee Wrangler, Carhart, Dickies

Coveralls

Carhart: Bibs, Vest, Jackets, Pants (brown)

Boots: Steel toe work boot (OSHA approved), yellow boots, rubbers

Gloves, Carhart Knit Hats, Helmet Liners

All employees who are provided with uniforms or work clothing, as set forth above, are required to wear these uniforms and work clothing and to report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the Water Board. All uniform items, as provided above, remain the property of the Water Board and may not be used for purposes other than employment with the Water Board. Upon separation, all uniform items, other than those worn out through normal use, must be returned to the Water Board.

Section 2.

Mileage Allowance. When an employee must use her/her own motor vehicle for authorized Water Board business, the Water Board will reimburse the employee upon submission of appropriate vouchers at the prevailing IRS mileage rate at the time of reimbursement. No employee may use his or her own motor vehicle for Water Board business without specific authorization of the Appointing Officer and/or his/her designated supervisory representatives.

The Water Board will insure the employee's vehicle while on said business.

Section 3.

Employees who periodically work or are on call twenty-four (24) hours a day, seven (7) days a week, will be paid an additional thirty dollars (\$30) for that week which will not be credited against any compensation owing for time worked with the employee is called out into the field. Effective upon the ratification of this Agreement by both parties, the on-call pay shall be increased from thirty dollars (\$30) per week to forty dollars (\$40) per week.

Section 4.

Effective as soon as practical following the ratification of this Agreement by both parties, the meal allowance for maintenance workers shall be adjusted as follows:

\$5.00 Breakfast \$0.00 Lunch \$12.00 Dinner

The Water Board shall have the right to designate the food service establishment(s) where the meal allowance may be used. Receipts will continue to be honored from other food service establishments.

In the event any Maintenance and Construction Department crew is required to work past 6:00 p.m. on emergency work, as authorized by the Appointing Officer or his/her designee, one (1) meal shall be allowed.

ARTICLE XIII

WORKERS' COMPENSATION

Employees who become ill or injured due to circumstances allegedly arising out of and in the course of employment shall file a report of such illness or injury with the Workers' Compensation Board, through the Water Board, as soon as possible and without any unnecessary or undue delay. Toward that end, such report shall be filed within the time, and in the manner, required by the New York State Workers' Compensation Law.

In those instances where an injury or illness is determined by the Workers' Compensation Board to be compensable as arising out of and in the course of employment, the employee may elect to use his/her paid sick leave to cover the difference between the benefit payable under the Workers' Compensation Law and his/her regular salary, to the extent of his/her accrued sick leave at the time such absence commences. Any such election must be done in writing. Until such written election is received by the Water Board, the employee will receive only the workers' compensation benefit he/she may be entitled to as determined by the Workers' Compensation Board.

In the event the employee elects to use his/her sick leave to supplement the weekly

compensation benefit, the Water Board shall file with the Workers' Compensation Board for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by sick leave pay. The employee's sick time will be restored on a pro rata basis by dividing the amount of the reimbursement obtained by the employee's daily salary and will be reinstated after the employee returns to active Water Board employment, subject to reimbursement from any compensation insurance carrier.

There shall be no loss of seniority, job rights, or benefits during the first six (6) months of a workers' compensation leave. Vacation, sick leave, or other leave benefits will accrue only during the first six (6) months of the workers' compensation leave period. Vacation and sick leave benefits may be used after the six (6) month period to maintain seniority rights and hospitalization insurance.

ARTICLE XIV

NOTICE OF DISCIPLINARY ACTION

No employee covered by this Agreement shall be arbitrarily and/or capriciously suspended, demoted or dismissed.

The Upper Mohawk Valley Regional Water Board will provide a written notice to any employee who has been subject to disciplinary action. Such notice shall be provided within ten (10) days of the disciplinary decision. A copy of the notice will be sent to the union steward.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1.

Definitions: As used herein the following terms shall have the following meaning:

- 1.1 The term "employee" shall mean and include all of the employees of the Upper Mohawk Valley Regional Water Board, employed in this respective bargaining unit.
- 1.2 The term "grievance" shall mean any claimed violation, misinterpretation, misapplication or inequitable application of the terms and provisions of this Agreement. The term "grievance" shall not include any matter involving retirement benefits, disciplinary proceedings (except non-competitive employees) or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.
- 1.3 The term "department" shall mean the Upper Mohawk Valley Regional Water Board.
- 1.4 The term "immediate supervisor" shall mean the employee or officer on the next

higher level of authority above the employee in the department wherein the grievance exists, and who normally assigns and supervises the employee's work and approves his time records and evaluates his work performance.

- 1.5 The term "days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days in which actions must be taken or notice given within the terms of this provision.

Section 2.

Declaration of Basic Principles

- 2.1 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, harassment, discrimination or reprisal, and shall have the right to be represented by his designated collective bargaining representative at all stages of the grievance procedure. Should an employee deem that he has a grievance, and he processes that grievance in accordance with the procedures hereunder, the same must be processed by the Upper Mohawk Valley Regional Water Board.
- 2.2 Further, it is understood and agreed that the respective parties hereto shall make a sincere and determined effort to settle all matters of dispute, in a responsible manner.
- 2.3 All grievances shall include the name and position of the aggrieved employee, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the person responsible for causing the said events or conditions, if known to the aggrieved employee, and a (detailed) statement of the nature of the grievance and the redress sought by the aggrieved employee.
- 2.4 Compliance with the time limits established in this Article shall constitute a condition precedent for the submission of a grievance or for the processing of a grievance at the next stage.

The failure to comply with time limits shall result in the grievance being declared null and void, and no further processing of the grievance will be permitted. The parties may agree to an extension of the time limits in writing.

Section 3.

Procedure

3.1 First Stage (ORAL)

- A. Any employee who claims to have a grievance shall present his grievance to

his immediate supervisor, orally, within two (2) days after either the grievance occurs, or within two (2) days after the employee has actual knowledge of the act or omission complained of, whichever comes first. In no event shall a grievance be submitted after ten (10) days of the act or omission constituting said grievance.

- B. The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as he deems appropriate and shall consult with his supervisors to such extent as he deems appropriate, all on an informal basis.
- C. Within three (3) days after presentation of the oral grievance to him, the immediate supervisor shall make a decision with respect to the grievance, and shall communicate that decision, orally, to the employee involved.

3.2 Second Stage (WRITTEN)

- A. If either the employee is not satisfied with the decision of his immediate supervisor, or if in the event his immediate supervisor does not issue and orally communicate his decision to the employee within the mandatory three (3) day time limit, the employee shall, within five (5) days thereafter, submit his grievance, in writing, to a union steward who must then, if the union steward deems the matter to be meritorious, deliver the written grievance to the Appointing Officer within two (2) days of receipt of written grievance.
- B. The steward shall attempt to resolve the grievance with the Appointing Officer and in the event that the steward and Appointing Officer are unable to agree on a settlement mutually satisfactory to all parties concerned, the Appointing Officer within two (2) days of the receipt of the written grievance, shall issue a written decision and communicate same to the employee and the steward involved.

Section 4.

Arbitration (WRITTEN)

- 4.1 In the event the grievance is not satisfactorily resolved through the initial stages of the grievance procedure, Local Union 182, IBT, and only Local Union 182, IBT, may proceed and shall within ten (10) working days after receipt of the Appointing Officer's written decision, or within ten (10) days after the time within which the Appointing Officer should have issued a written decision, served upon the Appointing Officer, a written demand for arbitration in a manner consistent with Article 75 of the New York Civil Practice Law and Rules. If within five (5) days the parties are not able to agree on a person to serve as arbitrator, a written demand for arbitration will be served upon the Appointing Officer and the Public Employment Relations Board (PERB). The parties will then be bound by the rules and procedures of PERB in the selection of an arbitrator.

Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

- 4.2 In matters involving disciplinary actions, where no agreement is acceptable at the end of the Second Stage, the employee may not demand arbitration.
- 4.3 In matters involving non-competitive disciplinary actions where no mutual agreement is acceptable at the end of the Second Stage, the employee may follow such procedures as he may deem necessary in accordance with other provisions of law. The use of the arbitration procedures shall not apply in non-competitive disciplinary actions.
- 4.4 Disciplinary measures concerning employees in the competitive class shall not be covered in this grievance procedure.
 1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
 2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.
 3. The Arbitrator shall not usurp the functions of the Upper Mohawk Valley Regional Water Board or the proper exercise of its judgement and discretion under the law and this Agreement.
 4. The Arbitrator's Award shall not be contrary to or extend any provision of law; Regulations or Rule having the force and effect of law.
 5. The award of an Arbitrator shall be limited to the time period that this Agreement is in effect.
 6. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
 7. The Arbitrator's Award, if within the scope of his authority as set forth above, shall be final and binding; except for any and all employee disciplinary actions which shall not be subject to arbitration.
 8. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor for expenses of witnesses or participants called by the other.

ARTICLE XVI

SUCCESSOR CLAUSE

Should the Upper Mohawk Valley Regional Water Board, during the term of the negotiated settlement, absorb and consolidate these services of the Water Board, then all rights, benefits and working conditions so contracted will be maintained.

ARTICLE XVII

IMPLEMENTATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. SECTION 204A OF THE NEW YORK STATE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT.

ARTICLE XVIII

ROTATING ON-CALL SCHEDULE

The Seniority list shall be used for the purpose of on call duty with the most senior employee being called first. If the employee does not desire to work he/she shall be placed at the bottom of the list and the next senior employee shall be called. Any employee who does not report to work shall then be placed on the bottom of the list. The Upper Mohawk Valley Regional Water Board may call personnel from each of the categories (operators, drivers, maintenance men) from the rotating list as needed for any particular job. The aforementioned procedure shall be continuous. The rotating list shall be posted weekly, conspicuously, in the year. The Upper Mohawk Valley Regional Water Board shall have final choice according to the procedure above.

ARTICLE XIX

DURATION OF AGREEMENT

Section 1.

This Agreement shall constitute the full and complete commitments of the Upper Mohawk Valley Regional Water Board to Local Union 182, IBT.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Upper Mohawk

Valley Regional Water Board and the Local Union 182, IBT, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Before the employer changes any term and condition of employment not covered by this Agreement, it will discuss the change with Local Union 182, IBT.

This Agreement shall be effective on April 1, 2002 and continue in effect through March 31, 2007.

DATED: February 3, 2003

TEAMSTERS LOCAL NO. 182
INTERNATIONAL BROTHERHOOD

UPPER MOHAWK VALLEY
REGIONAL WATER BOARD

By: Shannon McCarthy Primarolo
Shannon McCarthy Primarolo
Secretary-Treasurer/Business Agent

By: Vincent J. Coyne
Vincent J. Coyne, Chairman

By: Vincent Pristera
Vincent Pristera, Chief Steward

By: Patrick J. Becher
Patrick J. Becher, Executive Director

By: Michael Carzo
Michael Carzo, Secretary Steward

By: John F. Corcoran
John F. Corcoran, Esq.

By: Peter Inserra
Peter Inserra, Steward

APPENDIX A

Job Title	Base Salary 4/1/01	Base Salary 4/1/02	Base Salary 4/1/03	Base Salary 4/1/04	Base Salary 4/1/05	Base Salary 4/1/06
Accounting Clerk	\$24,943	\$25,741	\$26,513	\$27,361	\$28,182	\$29,084
Administrative Aide	\$28,253	\$29,157	\$30,032	\$30,993	\$31,923	\$32,945
Administrative Assistant	\$33,543	\$34,616	\$35,654	\$36,795	\$37,899	\$39,112
Cashier	\$24,120	\$24,892	\$25,639	\$26,459	\$27,253	\$28,125
Clerk	\$23,028	\$23,765	\$24,478	\$25,261	\$26,019	\$26,852
Collection Supervisor						
Collector	\$25,681	\$26,503	\$27,298	\$28,172	\$29,017	\$29,946
Computer Operator	\$26,392	\$27,237	\$28,054	\$28,952	\$29,821	\$30,775
Computer Service Technician	\$35,050	\$36,172	\$37,257	\$38,449	\$39,602	\$40,869
Customer Service Representative	\$25,006	\$25,806	\$26,580	\$27,431	\$28,254	\$29,158
Draftsperson	\$29,287	\$30,224	\$31,131	\$32,127	\$33,091	\$34,150
Laboratory Technician	\$24,000	\$24,768	\$25,511	\$26,327	\$27,117	\$27,985
Meter Reader	\$26,839	\$27,698	\$28,529	\$29,442	\$30,325	\$31,295
Meter Repairman, Gr. 1						
Meter Repairman, Gr. 2						
Meter Repairman, Gr. 3						
Meter Service Person	\$28,832	\$29,755	\$30,648	\$31,629	\$32,578	\$33,620

Job Title	Base Salary 4/1/01	Base Salary 4/1/02	Base Salary 4/1/03	Base Salary 4/1/04	Base Salary 4/1/05	Base Salary 4/1/06
Principal Account Clerk	\$30,699	\$31,681	\$32,631	\$33,675	\$34,685	\$35,795
Senior Account Clerk						
Senior Clerk	\$26,671	\$27,524	\$28,350	\$29,257	\$30,135	\$31,099
Project Engineering Technician	\$38,002	\$39,218	\$40,395	\$41,688	\$42,939	\$44,313
Senior Engineering Aide	\$33,420	\$34,489	\$35,524	\$36,661	\$37,761	\$38,969
Senior Meter Reader	\$34,202	\$35,296	\$36,355	\$37,519	\$38,645	\$39,882
Senior Laboratory Technician	\$29,649	\$30,598	\$31,516	\$32,525	\$33,501	\$34,573
Senior Water Quality Analyst	\$43,332	\$44,719	\$46,061	\$47,535	\$48,961	\$50,528
Senior Water Service Maintainer	\$34,256	\$35,352	\$36,413	\$37,578	\$38,705	\$39,944
Stock Clerk	\$27,456	\$28,335	\$29,185	\$30,119	\$31,023	\$32,016
Telephone Operator	\$24,796	\$25,589	\$26,357	\$27,200	\$28,016	\$28,913
Typist						
Water Quality Analyst	\$30,720.48	\$31,704	\$32,655	\$33,700	\$34,711	\$35,822
Water Service Maintainer	\$31,500	\$32,508	\$33,483	\$34,554	\$35,591	\$36,730

Job Title	Hourly Rate 4/1/01	Hourly Rate 4/1/02	Hourly Rate 4/1/03	Hourly Rate 4/1/04	Hourly Rate 4/1/05	Hourly Rate 4/1/06
Laborer	\$10.95	\$11.30	\$11.64	\$12.01	\$12.37	\$12.77
Motor Equipment Operator - Heavy	\$14.43	\$14.89	\$15.34	\$15.83	\$16.30	\$16.82

Job Title	Hourly Rate 4/1/01	Hourly Rate 4/1/02	Hourly Rate 4/1/03	Hourly Rate 4/1/04	Hourly Rate 4/1/05	Hourly Rate 4/1/06
Motor Equipment Operator - Light	\$12.98	\$13.40	\$13.80	\$14.24	\$14.67	\$15.14
Motor Equipment Operator - Light (Pesticide License)	\$13.23	\$13.65	\$14.06	\$14.51	\$14.95	\$15.43
Maintenance Person Tapper	\$14.08	\$14.53	\$14.97	\$15.45	\$15.91	\$16.42
Water Maintenance Crew Leader	\$14.91	\$15.39 (+ 50¢ upon ratification)	\$16.87	\$17.41	\$17.93	\$18.50
Water Maintenance Helper	\$12.05	\$12.44	\$12.81	\$13.22	\$13.62	\$14.06
Water Maintenance Person	\$12.69	\$13.10	\$13.49	\$13.92	\$14.34	\$14.80
Water Maintenance Person (CDL Class 3 Oper. Lic.)	\$12.76	\$13.17	\$13.57	\$14.00	\$14.42	\$14.88
Water Quality Route Sampler	\$11.70	\$12.07	\$12.43	\$12.83	\$13.21	\$13.63
Water Utility Person	\$12.69	\$13.10	\$13.49	\$13.92	\$14.34	\$14.80
Assistant Laboratory Technician						
Principal Clerk						
Senior Accountant						
Senior Meter Serviceman						
Senior Water Utility Person	\$14.95	\$15.43	\$15.89	\$16.40	\$16.89	\$17.43