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Union: **Council 66, AFSCME, AFL-CIO**

Local: **1304-B**

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BC / 7148

AGREEMENT

BETWEEN

AFSCME LOCAL 1304B

AND

SALAMANCA BOARD OF PUBLIC UTILITIES

April 1, 2013 through March 31, 2018

AGREEMENT

This is an Agreement entered into by and between the Board of Public Utilities, hereinafter referred to as the Employer, and Council 66 and its affiliated Union Local 1304-B, of the American Federation of State, County and Municipal Employees, AFL-CIO, here-in-after referred to as the Union.

PURPOSE AND INTENT

WHEREAS, it is the intent and purpose of the parties to set forth herein the basis Agreement covering wages, and any and all Terms and Conditions of employment to be observed between the parties hereto.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be opened on any item unless it is mutually agreed upon by both parties until a new contract is negotiated with the exception of newly classified positions (or in the event that the "Energy Emergency" so dictates that this Agreement be re-opened).

"IT IS AGREED BY AND BETWEEN THE PARTIES that any provision of this Agreement requiring legislative action to permit its implementation by amendment of the law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given its approval".

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1

RECOGNITION - EMPLOYEES COVERED

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the Term of this Agreement for all Permanent Full-Time Employees of the Employer in the Board of Public Utilities, with the exception of those employed in classifications and titles of professional, administrative, technical or supervisory nature and the Business Office Clerical Positions.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1 The Employer reserves its exclusive rights to execute normal functions of Management. This shall include the right to hire new employees and to direct working forces and manage its operations, to discipline, suspend, discharge for just cause, layoff, and transfer employees because of lack of work, require the employee to work reasonable hours, set forth rules and regulations, to decide method and schedule of work and productions, etc., subject to the written provisions of this Agreement. The control and regulation of the use of all equipment and properties are the exclusive

Article 2, Section 1 Continued:

function of the Employer. It is agreed that the Employer has retained the right to subcontract work providing no member of the Bargaining unit is displaced as a result of such subcontracting. The intent of this Section is not to abolish current positions within the Department. The Employer has retained the right to schedule and/or reschedule an employee as to the hours of work as to the need of the Employer and as to its financial and functional responsibilities.

ARTICLE 3UNION DUES AND INITIAL FEES

Section 1 Payment of Union Dues. Employees shall tender the Union monthly membership dues by signing the authorization for Union Dues Form.

Section 2 When Deductions Begin. Union dues deductions will become effective with the next payroll period after the Application for Union Dues Deductions is signed by the employee. Monthly dues deductions will be made in (4) equal deductions from the first four pay checks in each month for each union employee.

Section 3 Remittance of Dues to Financial Officer. Deductions for union dues shall be remitted to the designated Financial Officer of the local union or deposited in the designated union bank account on a weekly basis. A list of whose union dues have been deducted will be supplied to the union Financial Officer upon request.

Section 4 Termination of Union Dues. An employee shall cease to be subject to union dues deductions beginning with the first payroll period after the employer has been notified that the employee is no longer a member of the union.

ARTICLE 4SETTLEMENT OF DISPUTES

Section 1 Grievances. Any grievance or dispute as to the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1: The authorized representative of the Union, with the employee, shall take up the grievance or dispute with the employee's immediate Supervisor, within ten (10) work days of being informed of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond to the authorized representative of the Union within five (5) work days.

STEP 2: If the grievance has not been settled, it shall be presented in writing by the authorized representative of the Union, to the General Manager of the Department, within (5) work days after the immediate Supervisor's response is due. The General Manager of the Department, shall respond to the authorized representative of the Union in writing within ten (10) work days.

Article 4, Section 1 Continued:

STEP 3: If the grievance still remains unadjusted, it shall then be presented by the Union President and/or his authorized representative to the Employer, in writing, within five (5) work days. The Employer shall schedule a meeting with the Union Grievance Committee, and at least three (3) members of the BPU or their representatives. The Employer shall, within ten (10) working days of such meeting, set forth an answer in writing to the Local Union President.

STEP 4: If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Employer is due, by written notice to the other, request arbitration.

Section 2 Arbitration Procedure

(a) The arbitration proceedings shall be conducted by an Arbitrator to be selected by the Employer and the union within seven (7) work days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial Arbitrators from which both the Employer and the Union shall make a selection in accordance with the New York State Public Employment Relations Board's rules of procedure.

(b) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

(c) No Arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement. The Arbitrator's authority shall be limited only to whether a specific Article or Section of this Agreement has been violated.

(d) Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to other party and to the Arbitrator.

Section 3 Matter Relevant to Grievance Procedure

(a) The time limits in the Grievance Procedure may be extended by mutual agreement, in writing.

(b) Any Step of the Grievance Procedure may be by-passed by mutual agreement, in writing.

(c) In the case of a group, policy, or organizational type grievance, the grievance may be submitted directly to the Department General Manager by the Union's Representative.

Section 4 Steward and Grievance Committee

(a) When, by mutual agreement between the parties, a grievance committee meeting is held during the regular working hours of a representative member or members serving on the Committee, such time shall be without loss of pay. Such Grievance Committee shall be limited to the Steward of the Department involved and the President of the Union Local.

Article 4 Continued:Section 5 Processing Grievances During Working Hours

Upon receiving proper authorization from the General Manager, the Grievance Committee may investigate and process an alleged grievance during working hours without loss of pay.

Section 6 Special Conference

(a) Special conference for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall include no more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be confined to those included in the Agenda. Conferences shall be held at reasonable hours as agreed upon by the Employer and Union Representatives. The members of the Union shall not use time or pay for time spent in such Special Conferences when held during regularly scheduled working hours. This meeting may be attended by a Representative of the Union Council and/or representatives of the International Union.

(b) The Union Representatives may meet at a place designated by the Employer on the employer's property immediately preceding a Conference to confer with Union Council or International Representatives.

ARTICLE 5DISCHARGE AND DISCIPLINE

(a) Notice of Discharge and Discipline. The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the President of the Union, of the discharge or discipline.

(b) Upon Authorization from the General Manager. The discharged or disciplined employee may be allowed to discuss his discharge or discipline with the President of the Union, or his designee.

The Employer will make available an area where such discussion may be carried on in private prior to the employee being required to leave the property of the Employer.

The Employer or his designated representative may discuss the discharge and/or discipline with the President or his Designee and employee involved, providing such discussion is requested.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee consider the discharge to be improper, a complaint shall be presented in writing through the President of the Union to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the Grievance Procedure or the procedures set fourth in Section 75 and 76 of the Civil Service Law; the selection of either precludes the use of the other.

Article 5 Continued:

(d) Use of Past Record. In imposing any discipline on a current charge, other than charges of drinking, drugs and accidents caused through the operation or use of the Employer's equipment, the Employer will not take into account any prior unrelated infractions which occurred more than three (3) years previously.

ARTICLE 6SENIORITYSection 1 Probationary Employees

(a) New Employees hired, or current Employees appointed to a new Position within the Board of Public Utilities, other than Trainee or Apprentice Positions, shall be considered as Probationary Employees for a maximum of the first six (6) months of their appointment to any Board of Public Utilities Position. When an Employee completes the probationary period of employment, he/she shall be entered on the seniority list of the Unit and shall rank for seniority within that Department from the date of appointment to that Position. There shall be no seniority among Probationary Employees. Upon completion of the employee's probationary period, the employees shall be entitled to the benefits under this Agreement.

(b) The Union may represent Probationary Employees (already in the Bargaining Unit) for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I, of this Agreement.

Section 2 Seniority Lists

(a) Departmental Seniority shall be determined within the Bargaining Unit in accordance with the employee's last date of hire to his present Position.

(b) The Departmental Seniority list will show the names, job titles or classification, date of hire, and the date of assignment to that Employee's current Position and Department, of all Employees in the Unit entitled to seniority.

(c) The Employer will keep the Departmental Seniority lists up to date at all times and will provide the Union with an up-to-date copy when requested.

Section 3 Loss of Seniority

All Seniority will be lost if an Employee:

- (a) Quits
- (b) Is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) Is absent without just cause for two consecutive working days without notifying the Employer. On the second day of such absence, the Employer will send written notification to the Employee at his last known address, that he has lost his seniority and his employment has been terminated.
- (d) Does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exception may be made.

Article 6 Section 3 Continued:

- (e) Does not return from sick leave and leaves of absence as in (c) above.
- (f) Retires.

ARTICLE 7PROMOTIONSection 1 Non-Competitive Positions

(a) The Term promotion shall mean the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position within the Bargaining Unit.

(b) Whenever an opportunity for promotion occurs or a job opening occurs within the Bargaining Unit, other than a temporary situation, in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days. The Employer may make temporary appointments to such positions or vacancies during the posting period.

(c) During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the General Manager.

(d) The Employer will give consideration in filling such job openings or vacancies from among those persons who have applied and who meet the standards of the job requirements except that if there is more than one (1) employee who is qualified for the job and the position is to be filled from current employees, then such position appointment to a vacancy is made from among the qualified candidates from within the Bargaining Unit. It shall be made based on qualifications, experience, ability, and seniority. It shall be the responsibility of the Employer to determine the qualification and competency of any candidate.

(e) Any employee selected in accordance with the procedure set forth above shall undergo a probationary period. If it is found that a current employee does not meet the requirements or responsibilities of the position to which he may have been selected during the probationary period, then such employee shall be restored to his former position.

Section 2 Civil Service Law - Competitive Positions

Probationary periods, promotions, layoff or demotions because of abolition of positions or curtailment of funds, and recall shall be handled in accordance with the applicable provisions of Civil Service Law for the State of New York, and any applicable Amendments and in accordance with applicable Civil Service Rules for the City of Salamanca, New York and any applicable Amendments.

ARTICLE 8

VACANCIES

Section 1 Transfers and Filling of Vacancies

(a) A current employee will be given the opportunity of returning to his former position within the Bargaining unit while serving in a probationary period of a new position which is classified as being outside the Bargaining Unit but with the Board of Public Utilities. The seniority rights of such an employee will be restored if he should so return. The Employer may appoint or fill the position on a temporary basis while such Employee is absent from that regular position.

(b) Competitive Vacancies - Filling of vacancies and new positions in competitive jobs within the Bargaining unit will be governed by the applicable provisions of the Civil Service Law for the State of New York and any applicable Amendments and in accordance with applicable Civil Service Rules for the City of Salamanca, New York, and any applicable Amendments.

(c) Any employee selected in accordance with the procedure set forth above, shall undergo a probationary period. If it is found that a current employee does not meet the requirements of the position to which he was selected (during the probationary period), then such employee shall be restored to his former position.

Section 2 New positions within the Bargaining Unit

When a new position within the Bargaining Unit is created by the Employer which cannot be properly placed in an existing Classification, the Employer will develop a job description and a rate of pay for such position in conjunction with the Salamanca Civil Service Commission. The rate of pay assigned to a new job will be the subject of a special conference between the Union and the General Manager.

ARTICLE 9

LAYOFF AND RECALL

Section 1 Layoff Defined

- (a) The word "layoff" means a reduction in the working force due to a decrease in work.
- (b) If it becomes necessary for a layoff, the following procedures shall be followed:

Probationary employees within the job classification shall be laid off first. Employees within the classification will be laid off according to reverse Departmental seniority with the last hired to be first placed on layoff. In proper cases, an employee with less seniority may be retained where his experience or skill is necessary to the proper operation of the Department. Disposition of these cases will be a proper matter for a special conference between the Union and the General Manager.

(c) Employees to be laid off an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Union's Local Secretary shall receive a list from the Employer of the employees being laid off on the same date that the notices are issued to the employees.

Article 9 Continued:Section 2 Recall Procedure

When the working force is increased after a layoff, Employees will be recalled according to the Departmental Seniority Lists, provided they have the capability, qualifications, and meet the requirements of the job to be filled. Notice by certified mail shall be sent to the employee at his last known address. If an Employee fails to notify his/her intent to report for work within fourteen (14) days from date of mailing of notice of recall he/she shall be considered terminated. Recall rights for an employee shall expire one (1) year from the date of layoff or a period equal to his/her seniority whichever is greater. Written notice of expiration of recall rights shall be sent to the Employee at his/her last known address by certified mail.

Section 3 Bumping

An employee facing a layoff within his/her classification shall, using Departmental Seniority, be allowed to bump back into a position within that Department in the Bargaining Unit, under the provisions of the Civil Service Law for the State of New York, and any applicable amendments, and in accordance with applicable Civil Service Rules for the City of Salamanca, and any applicable amendments, providing he or she meets the requirements of the job, is qualified to fill the position, and has the ability to perform the work.

ARTICLE 10LEAVE OF ABSENCE

To receive pay for any Leave Day, the Employee's Supervisor must be notified in advance of that Day, or in the event of an illness or an emergency that prevents a prior day notification, the supervisor will be notified at the time the Employee typically reports for duty on that day.

Section 1. Unpaid Leaves of Absence

Authorized leave of absence for reasonable periods, without pay or fringe benefits (except Health and Life Insurances for all categories a. through e.), as defined below, may be granted without loss of seniority for:

- (a) Maternity Leave: according to law.
- (b) Illness Leave: (physical or mental); up to one (1) year.
- (c) Prolonged Family Illness: of spouse, children, step-children or wards one (1) year. Such leave may be extended for like cause, at the discretion of the Employer.
- (d) Education Leave: Employees may be granted leave of absence without pay or fringe benefits (except Health and Life Insurances) for a period of up to two (2) years, in order to attend school full-time, provided that the attendance of such courses are determined by the Employer to be of mutual benefit to the Employee and the Employer. If the Employee subsequently resigns or does not return to his or her employment within the Salamanca Board of Public Utilities, he/she will reimburse the Employer fully for the Health and Life Insurance Premiums paid on his/her behalf during the Leave. If after returning to the Salamanca Board of Public Utilities, within a period of time equal to the length of the leave, he/she resigns from the Board of Public Utilities, he/she will reimburse the Employer fully for the Health and Life Insurance premiums paid on his/her behalf during the leave.

Article 10 Section 1 Continued:

- (e) Leave for Union Business: Members of the Union elected to attend a function of the International Union, such as Conventions or Conferences, shall be allowed time off without pay to attend such Conferences and/or Conventions for the Union Local or Union Council. Such time off without pay shall be limited to forty (40) hours a year accumulative to eighty (80) hours over a two (2) year period.

Applications for leaves of absence must be submitted in writing to the Employer. The employee will notify the employer a minimum of thirty (30) days in advance of the employees requested date for leave of absence for (a), (d), and (e) as listed above. The request shall state the reason for the leave and the length of time desired. The operational requirements of the Employer may constitute a valid reason for withholding approval for leaves of absence, as well as the number of leaves already taken, and the work record of the applying Employee. A reply to the request shall be furnished to the Employee, by the Employer, in writing, within thirty (30) days after the request is submitted.

Section 2 Paid Leaves of Absence

(a) Funeral Leave: In the event of a death in the immediate family of the Employee, he or she shall be entitled, when so required, to three (3) days with regular pay to arrange for and to attend the funeral and burial. Immediate family shall be deemed to be husband, wife, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law. Employees shall be entitled to one (1) day with pay, if scheduled to work, to attend the funeral of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent, grandchild. The foregoing time shall not be deductible from sick leave or vacation. Such funeral must be attended to receive time off.

Upon proper authorization from his/her Supervisor, or the General Manager, an employee may, upon requesting permission to act as a pallbearer, be allowed to take off from work for up to four (4) hours without the loss of pay.

(b) Sick Leave: Employees hired prior to April 1, 1984, shall have one and one-half (1-1/2) working days sick leave credited to their account for each month of service. Employees hired after April 1, 1984, will earn one (1) day sick leave per month. The employee shall start to earn sick leave credits from their date of hire. These earned days may be taken on an hourly basis, if necessary.

Sick leave may be accumulated up to a maximum of two hundred (200) days or 1600 hours. Any employee whose records indicate is abusing his/her sick leave, may be required to bring a Doctor's Certificate verifying such illness from the first full day of absence.

Upon receiving proper authorization, an employee may be allowed to use a part of his/her sick leave bank, or personal leave days, in the event of serious illness of his/her spouse or child, in accordance with the Family and Medical Leave Act of 1993. The Employer may require all such time used to be verified by a physician's report.

Each employee will have the ability to donate up to five (5) days of their sick leave each year for use by another City of Salamanca employee who is experiencing a major illness or injury that has caused the injured employee to exhaust their sick leave bank.

Upon Retirement under the New York State Retirement System, the Employee will be entitled to the amount of 70% of the then value of the Employee's accumulated sick leave, to be held in

Article 10, Section 2 Continued:

escrow and used to pay the monthly premium cost of the health Insurance Plan selected by the Retiree, for the Retiree and/or Spouse, until such time as that escrow account is exhausted.

(c) Personal Leave: All employees covered by this Agreement may be permitted four (4) personal days each year. These days may be taken on an hourly basis, if necessary. Arrangements for the use of personal leave time off must be made by the employee with his/her immediate supervisor, in advance. The third and fourth personal leave days off shall be deducted from the employee's sick leave bank. If no personal days are taken the first and second day shall be added to the employee's accumulated sick leave days. Personal leave (Personal Business) shall be deemed to be business of such a nature that it cannot be conducted at a time other than the employee's regularly scheduled working hours. Written reason for personal days shall be made to the Supervisor at least three (3) days prior to the day of requested leave, except in a case of emergency.

The personal day shall not be available on the day before or the day after a holiday (unless specially approved by the Supervisor).

Approval for personal leave request may be disapproved by the Supervisor when the number of personal leave requests, falling on any one day, endangers the proper function of the Department.

(d) Jury Duty: An Employee who serves on Jury Duty will continue to receive his/her usual rate of pay for each full day of jury service (when properly documented). An Employee excused from jury duty service on any day (while serving on jury duty) shall report for work (this shall include an early dismissal or a late start). The Employee will present proof of service by a jury duty notice of summons. When an Employee receives notice that he/she is to report for Jury duty, he shall notify his/her Supervisor immediately. An Employee may be requested by the Employer to make every reasonable effort to obtain a postponement of jury service if such jury service time interferes with the operation of the Department. An Employee on jury duty shall continue to receive credit for benefits such as vacations and sick leaves.

The above terms shall not apply to an Employee who volunteers to serve on a Jury.

ARTICLE 11WORKING HOURSSection 1 Working Hours

- (a) The regular working day shall consist of eight (8) hours per day. All hourly employees shall be entitled to one-half (1/2) hour unpaid lunch period.
- (b) Employees shall have a ten (10) minute "rest period" in the a.m. and also a ten (10) minute "rest period" in the p.m. or the first half and second half of their regular shift, whichever may apply.
- (c) The Employer reserves the right to schedule the regular work shift in accordance with the need of the overall operation of the Department as determined by the General Manager.

Article 11, Section 1 Continued:

- (d) An employee may not be sent home early in anticipation of emergency overtime work or to extend the work day.
- (e) The Work Week begins at 12:01 AM on Mondays and concludes at Midnite on Sundays.
- (f) Any change in the work schedule may be the subject of a Labor/Management Meeting.

Section 2 Premium Rate of Pay

Overtime will be paid as follows:

Employees working over eight (8) hours in any one work day shall be compensated at a time and one-half (1 and 1/2). Time worked (over 40 hours in any week) on Saturdays and Holidays shall be compensated at time and one-half (1 and 1/2). Time worked (over 40 hours in any week) on Sundays shall be paid two (2) times the employee's regular rate of pay. Time worked on a Holiday as a regularly scheduled work day, a compensatory day off (to be scheduled by the Supervisor) will also be granted for each full Holiday worked. Regularly scheduled weekend workdays will be paid at straight time.

In lieu of overtime as stated in this agreement, any employee working overtime may opt to receive time off at a later date based on overtime hours worked under the following conditions:

- a) It will be the employees' sole and voluntary option to receive time off at a later date in lieu of receiving overtime pay. Said time off at a later date is considered "Compensatory Time"
- b) Employees wanting compensatory time in lieu of overtime pay will mark COMP TIME next to their name on the time sheet.
- c) Any employees total accrued compensatory time may not exceed 40 hours. All overtime worked that exceeds the 40 hour maximum in accrued compensatory time will be paid at the premium rate of pay as calculated according to the terms of this agreement.
- d) Compensatory time will be used before the end of each calender year.
- e) Use of compensatory time must be scheduled with the employees Departmental Supervisor a minimum of two (2) working days before the employee intends to utilize any compensatory time. Requests for use of compensatory time will be made in one (1) hour increments. Requests for use of compensatory time will be granted based on seniority and will be disapproved if the request would unduly disrupt the operation of the Board of Public Utilities.
- f) Upon termination of employment, an employee will be paid for any unused compensatory time.

Section 3 Standby Duty

Weekly Standby Duty may be assigned by the Employer at any time. Such Duty will be for the period of Friday at the conclusion of the Employee's work day continuously thru to the time he reports for duty the following Friday. During this period of time, the employee must remain within a radius from his workplace that permits him to report for duty within a forty five (45) minute period of time after being summoned. The Employee must maintain himself in a condition at all times during this period for reporting for duty in a safe, sane, and responsible manner.

Article 11 Continued Section 3 Continued:

The Employer will provide portable Communication Devices for the Employees to carry with them at all times during their period of Standby Duty. The Employees will maintain a telephone at their residence and the number will be provided to the Supervisor and the General Manager, to be used to contact the Employee while at his residence. After an employee's supervisor has attempted to contact an employee on standby duty, the employee has a maximum of fifteen (15) minutes to confirm with his supervisor that he/she will report for duty within the allotted forty-five (45) minute response time from the time the employee received the first notice to report to work. Failure to accept standby duty assignments and/or refusal to report for standby duty when called may subject the employee to disciplinary action by the employer.

Compensation for such Standby Duty for the Employee who serves for the entire week will be at the rate of \$185 per Employee per week, effective 4/1/13. This weekly rate will be adjusted on 4/1/14 to \$190 per week, on 4/1/15 to \$195 per week, on 4/1/16 to \$200 per week, and on 4/1/17 to \$205 per week. These adjustments do not establish any precedent for future Labor Agreements. Standby Duty Compensation will be a negotiable item in all future Contract Settlements.

Employees may volunteer for Standby Duty within their Department. Periods when Standby Duty is required for which there are no volunteers, will be assigned by the Department Supervisor on an equitable basis.

Section 4 Overtime

(a) Employees called back for emergency duty, provided that it is not contiguous to their normal shift, shall receive not less than the equivalent of four (4) hours straight time pay (Callout).

(b) An Employee must maintain a permanent residence with a phone in a location that he/she will be available to report for any emergency duty within a forty-five (45) minute period of time, from receiving the call, to be eligible for the guaranteed Callout consideration of four (4) hours straight time pay. An Employee who fails to report within such forty-five minute period will be compensated (at the appropriate rate of pay) for only the actual time worked.

(c) An Employee who refuses to accept Standby Duty assignments and/or refuses to report for emergency duty when called, without just cause, will be subject to disciplinary action by the employer.

(d) Overtime hours shall be granted to the employees on a rotation basis within their classification. When an employee is called for overtime and a mistake is made by the Employer, the diligent employee shall be given the first opportunity to make up the time.

(e) Any employee required to work four (4) hours overtime following his regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour off with pay shall be granted for each such four (4) hour period of overtime.

(f) Supervision shall determine if an employee has worked sufficient hours after his regular shift to be sent home. However, under no circumstances shall an employee be sent home during his/her regularly scheduled shift without a minimum of four (4) hours pay. If an employee is sent

Article 11 Continued Section 4 Continued:

home because of an anticipated emergency and has not worked any overtime, twelve (12) hours previous to his/her regular shift, he shall be paid for his/her full shift.

(g) The Employer reserves the right to hire substitute help whenever needed to perform necessary work in any Department. The Employer shall reserve the right to subcontract any and all necessary work that may be required for the over-all operation of the Public Utilities Departments.

Section 5 Temporary Assignments

Temporary assignments to a higher classification within the Bargaining Unit involving higher pay for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., must be granted to the senior employee in that Department who meets the requirements for such jobs. Such employees will receive the Step I rate for the position to which he or she is assigned, or his/her own rate if higher, for all hours worked while filling such vacancy, if he/she fills such vacancy for eight (8) hours or more.

ARTICLE 12HOLIDAY PROVISIONSSection 1 Paid Holiday Shall be as Follows:

New Years Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Employee's Birthday
Veteran's Day	Martin Luther King Jr. Day

(3) Roving Holidays in each Calendar Year to be scheduled with the Employee's Supervisor in advance of the day to be taken.

An employee is not entitled to Holiday Pay unless he/she works the day before or the day after a Holiday, unless authorization for vacation, personal leave day, compensatory time day, or sick leave day has been granted by the Supervisor.

Section 2 Holidays Falling on Weekends.

It is agreed that whenever a Holiday falls on a Saturday, the previous Friday shall be observed as the Holiday off with pay. In the event that such Holiday falls on a Sunday, then the succeeding Monday shall be observed as the Holiday off with pay. If, however, the Employee's regularly scheduled work day falls on the Saturday or Sunday Holiday he will work that scheduled shift and that day will be considered as the actual Holiday for payroll calculation purposes, for that Employee.

ARTICLE 13VACATION ELIGIBILITYSection 1 Vacations

(a) All Employees shall be entitled each year to a vacation with pay. Vacations earned shall be calculated on a calendar year basis.

After Completion of one (1) yearTen (10) working days.

After Completion of five (5) years.....Fifteen (15) working days.

After Completion of ten (10) years.....Fifteen (15) working days plus one (1) additional working day per year for each year after ten, to a maximum of twenty-five (25) working days.

(b) Upon the death of an Employee or separation from service, all of the Employee's earned vacation shall be computed on a pro rata basis, and paid to the Employee's estate, or on the pay day immediately preceding employee's separation from service.

(c) If a Holiday falls during a vacation period additional days vacation may be granted or compensatory day granted for employee's use. At the discretion of Management, a day's pay will be granted instead.

Section 2 Pay Advance

(a) If a regular pay day falls during an Employee's vacation, he/she must make a request for his/her check at least one (1) week before leaving, to receive that advance check.

(b) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credits for any benefits provided for in this agreement.

ARTICLE 14HOSPITALIZATION MEDICAL COVERAGESection 1

The Employer will continue to provide (or its equivalent) the Community Blue I Plan, Community Blue Advantage Plan, or Independent Health Plan with the Co-Pay prescription Plan (Single, Two Singles, or Family Plan as appropriate) for the duration of this Agreement, for Full Time employees, with the Employer paying the cost thereof for Employees hired prior to April 1, 1982 at the full rate, providing the Employee is not covered under a Hospitalization Plan by another source.

For any Regular Full-Time Employees hired after April 1, 1982 the Employer shall pay 75% of the cost of the Community Blue I Plan, Community Blue Advantage Plan, or Independent Health Plan (or equivalent).

Article 14 Section 1 Continued:

A "Cafeteria Plan" will be available for all Employees to participate in, to provide for the Employee to make weekly contributions thru payroll deduction for the purpose of satisfying his Health Insurance Plan Premium obligation and/or for the purchase of additional Health Care Coverages or Riders. Such "Plan" will also be available to provide "Flexible Spending Services" for employees and their Families for Health Care and Related Expenses, for employees who also contribute thru payroll deduction to such "Flexible Spending Account".

The "Cafeteria Plan" will be administered by a Professional Firm selected by and provided for by the Employer.

Section 2

The Employer shall not be required to provide Health Insurance Coverage if an Employee is covered by another Health Plan. An Employee must choose which Health Plan that he/she is to be covered by, and if the decision is that the Employer's plan is to provide the coverage, then the Employee must cease to be covered by the other Plan. The Employer shall not be obligated to provide double coverage, under any conditions, nor to contribute toward premiums thereof.

An employee may elect to have coverage under the Board's Plan when the employee ceases to be covered by another Health Plan.

Section 3

Employees 65 years of age, or older, shall utilize coverage under Medicare in conjunction with the Employer-provided Medicare Supplementary Plan.

Section 4 Health Insurance Plan HMO Options

The option selected for Health Insurance Coverage shall be made by January 1st of each year, with that commitment for a minimum of one (1) year, or any subsequent one year period. Any Employee eligible for coverage may opt, at the expiration of any of the one (1) year periods, to convert to any other Plan listed.

Section 5

Both the Employer and the Union recognize the severe escalation of health care and medical insurance costs. If it becomes necessary, during the period of this Agreement, to change medical insurance providers or coverages, it will be done with the concurrence of both parties to this Agreement, and will be implemented per a written and signed Memorandum to become a part of this Labor Agreement.

Section 6

Employees who are eligible to receive health insurance provided by the employer shall have the option to waive such health insurance coverage and receive a reimbursement under certain conditions. In return for waiving participation in the employer's health insurance coverage, the

Article 14 Section 6 Continued:

Employee shall be entitled to receive an annual payment from the employer in the amount of \$5,000. Payments to employees will be made in November of each year and will be made through the normal employer payroll process with the appropriate taxes withheld from each check. In order to be entitled to the above payment, the employee must satisfy the following conditions:

1. The employee must submit a completed "Health Insurance Waiver" form to the employer which must be accompanied with proof that the employee is covered by another health insurance provider.
2. The employee must submit the "Health Insurance Waiver" form to the employer no less than one (1) year prior to the employer payment in November of each year.

Once the employee has submitted the "Health Insurance Waiver" the employee will be entitled to receive the annual payment set forth above.

When an employee has elected to waive participation in the employer's health plan and the employee's eligibility to be covered by another health insurance provider is terminated for any reason beyond the employee's control, the employee and his/her dependents shall be eligible to be reinstated in the employer's health insurance plan. Re-entry into the employer's health insurance plan will be subject to the provisions of the employer's health insurance plan providers. Payment for not utilizing the employer's health insurance will be \$416/month for the months the employee elected not to participate in the employer's health insurance plan. This payment will also be made in November.

ARTICLE 15WORKMEN'S COMPENSATIONSection 1 On the Job Injury

Each Employee will be covered by the applicable Workmen's Compensation Laws.

Section 2 Disabled Employees and Jobs Dangerous to Health

The Employer shall make every effort to place employees who, become partially disabled on their present job, on work which they are able to perform within the Board of Public Utilities.

ARTICLE 16LIFE INSURANCE COVERAGE

The full-time employees shall be provided coverage by the Employer on a Term Life Insurance program, the cost of which shall be paid by the Employer. Such program shall cover each employee with twelve thousand dollars (\$12,000) Term Life Insurance.

ARTICLE 17PENSIONS

The present Retirement Program of the 75I State Plan shall be continued in accordance with the current Law covering the State Retirement plans.

ARTICLE 18WAGESSection 1 Schedule of Salary Ranges

See Wage and Salary information sheets, Appendix A thru E, attached hereto and made a part hereof. Supervisors will perform an annual written evaluation of each Employee's job performance and other pertinent related criteria, annually, and only an adequate evaluation report will permit the Employee to advance to the next wage step, on that anniversary date. In the event of an inadequate evaluation report, a subsequent evaluation will be performed not more than two weeks after the anniversary date of hire. If the deficiencies have been corrected by that date, the Employee will be eligible to escalate to the next step. If deficiencies still remain, another evaluation will be performed three months thereafter by the Supervisor, and if adequate then, the Employee would be eligible to escalate to that next step. If necessary, the process would reoccur every three months.

Section 2 Longevity Service Pay

Regular full-time employees shall be entitled to a longevity payment upon the completion of the following years of service:

- Completion of 10 Years - an additional \$200.00
- Completion of 15 Years - an additional \$300.00
- Completion of 20 Years - an additional \$400.00
- Completion of 25 Years - an additional \$500.00
- Completion of 30 Years - an additional \$600.00

Longevity Service Pay shall commence on the employee's anniversary date and shall be paid in one separate check on the employee's anniversary date of hire. Such payments will be made in every year once an employee becomes eligible for Longevity Service Pay.

ARTICLE 19GENERAL PROVISIONSSection 1 Protective Safety Equipment

The Employer will provide the necessary protective safety equipment to safeguard its Employees from injury while in their normally scheduled assignments. This equipment consists of: hard hats, rain suits, boots, various work gloves, and all other Personal Protective Equipment prescribed by the Employer to be necessary for Employee Protection, and it is incumbent upon

Article 19 Section 1 Continued:

Employees to properly utilize such equipment in all circumstances where warranted. Employees that may be injured while performing their duties, may be denied pay and/or benefits if it is determined that the Employee's injury was due to the failure to use, or the improper use of, safety equipment provided by or mandated by the Employer.

Section 2 Uniform and Uniform Allowance

Employees shall be furnished with identification equipment.

Employees in the Electric, Water, and Sewer Departments shall receive an allowance toward the cost of Safety toed Shoes/Climbing Boots up to a maximum of \$150 per year (cumulative) when receipts or other proof of purchase are presented to the Office Manager. It is mandatory that such footwear be worn on the job, by all Employees except Business Office Personnel, for their own protection and well being, at all times.

Section 3 Safety Committee

A safety committee consisting of no more than three (3) members of the Bargaining Unit shall be established. They shall meet upon request of the Employer, if necessary, during daytime working hours, for the purpose of making recommendations to the Employer.

Section 4 Access to Premises

Upon receiving proper authorization from the General Manager, representatives of the American Federation of State, County, and Municipal Employees Council 66 will be permitted to enter the premises of the Employer for discussion of Union Matters with Employees, provided due care is exercised so as to not interfere with the performance of the duties assigned to those Employees.

Section 5 Bulletin Boards

The Employer will provide bulletin boards in each building where Employees routinely report for work, which may be used by the Union for posting notices, etc.

Section 6 Benefits afforded to Employees

The benefits afforded Employees under the terms and provisions of this Contract, are all for specific and clearly defined purposes. Any misuse, wrongful use, abuse, or mistreatment of any of these benefits will be grounds for Disciplinary Action against the Employee.

Section 7 Contract Negotiations

The Employer will give time off with no loss of pay for members of Local Union Contract Negotiating Team to participate in Contract negotiations if such meetings are held during their regular working hours. This clause shall apply only for periods requiring mediation and for fact finding sessions. (Limited to three (3) Union Members).

ARTICLE 20

Section 1 Saving Clauses

This Agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such law, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect, as if the invalid or illegal provision had not been a part of this Agreement.

ARTICLE 21

TERMINATION AND MODIFICATION

(a) This Agreement shall be effective as of the 1st day of April, 2013 and continue in full force and effect until the 31st day of March, 2018. During negotiations all Contract benefits will remain in effect.

(b) If either party desires to modify or change this Agreement, it shall, one hundred and eight (180) days prior to the termination date, given written notice of intent to negotiate modifications and to set forth the nature of the amendment or amendments desired.

(c) Notice shall be in writing and shall be sufficient if sent by Certified Mail, addressed, if to the Union, to the Local Union President, or if to the Employer, addressed to Salamanca Board of Public Utilities, 225 Wildwood Avenue, Salamanca, New York, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 22

Should the Salamanca Board of Public Utilities Water, Sewer, and Electric Departments "BPU" receive payment in full from any source of previously withheld New York State Economic Development (99-h) Funds "NYSDEF" (which were formerly utilized to fund BPU bond payments) before the end of the term of this collective bargaining agreement the BPU agrees to retroactively reimburse and reinstate wages lost as detailed in the Memorandum of Understanding "MOU" as agreed to between the BPU and members of AFSCME Council 66, Local 1304-B Employees "Union Employees" in October of 2010 according to the following conditions.

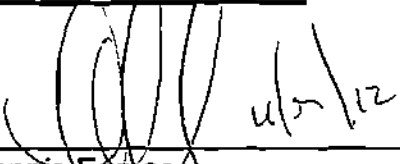
- Should the BPU be reimbursed in full for the NYSDEF the BPU will retroactively reimburse (within a reasonable amount of time) to all Union Employees the \$1.35 per hour decrease in hourly raises enacted with the payroll dated October 24, 2010, for all hours worked, including regular and overtime hours of work.
- Should the BPU be reimbursed in full for the NYSDEF the BPU will retroactively reimburse (within a reasonable amount of time) to all Union Employees the \$0.75 per hour raise that was scheduled to be enacted in April of 2011, for all hours worked, including regular and overtime hours of work.

- Should the BPU receive guaranties of full payment of the NYSDEF for Water and Sewer Department Serial Bonds going forward the BPU will reinstate (within a reasonable amount of time) the above mentioned \$1.35 and \$0.75 per hour wage losses for all Union Employees, as above for all hours worked, including regular and overtime hours of work; and to modify the current Wage Schedules in this collective bargaining agreement as needed.
- Water Department withheld NYSEDF is specifically the total amount of principal and interest payments for a \$3,461,500 Public Improvement Serial Bond issued in 2008.
- Sewer Department withheld NYSEDF is specifically the total amount of principal and interest payments for a \$2,900,000 Public Improvement Serial Bond Issued in 2007.
- Electric Department withheld NYSEDF is specifically an interest and principal payment due in July of 2011 on a Statutory Installment Bond in the amount of \$24,146.80 for the BPU's 2006 Altec Aerial Lift Truck.

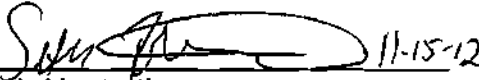
1 the event that any amount less than full payment of the above mentioned NYSEDF is received by
re BPU during the term of this collective bargaining agreement, the BPU will agree to renegotiate,
pon written request of the Union Employees, the sole issue of the above amounts, terms, and
onditions. Upon such renegotiations, both parties agree to negotiate in in good faith and with due
onsideration of the compromises leading to the agreement to renegotiate (including, but not limited
, the previously foregone scheduled wage increases and the resultant lack of necessity of lay-offs)
nd the current uncertainty of the matter necessitating this agreement.

This Agreement constitutes the entire Agreement between the Parties. In witness thereof, the Parties herto have caused this Agreement to be executed on this 20 day of November 2012:


**AFSCME COUNCIL 66
AND LOCAL 1304B**



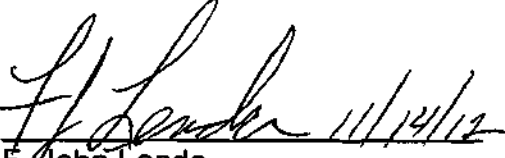
Dennis Eames
Council 66 AFSCME



Seth Hostuttler
President, Local 1304B



Justin Chudy
Local 1304B

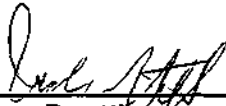


John Lenda
Local 1304B

**CITY OF SALAMANCA
BOARD OF PUBLIC UTILITIES**



E.J. Riley, Chairman
Salamanca Board of Public Utilities



Judson Beattie
Salamanca Board of Public Utilities



Theodore Hartman
Salamanca Board of Public Utilities

Jeffrey Peterson
Salamanca Board of Public Utilities



Stephen O'Connor
Salamanca Board of Public Utilities

Appendix A**2013 – 2014 Salamanca Board of Public Utilities Labor Agreement Wage Schedule**

2013 - 2014 1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lineman	\$22.56	\$22.97	\$23.36	\$23.77	\$24.17	\$24.58
Water Maintenance	\$19.57	\$19.90	\$20.23	\$20.55	\$20.88	\$21.18
Meter Repairman	\$20.30	\$20.61	\$20.93	\$21.26	\$21.58	\$21.89
Pump Station Operator	\$19.15	\$19.55	\$19.95	\$20.34	\$20.74	\$21.15
Commercial Driver Class B	\$18.92	\$19.19	\$19.38	\$19.64	\$19.87	\$20.12
Meter Technician	\$21.35	\$21.78	\$22.22	\$22.65	\$23.07	\$23.50
STP Operator 2A	\$19.16	\$19.59	\$19.99	\$20.35	\$20.75	\$21.13
STP Operator 3A	\$19.87	\$20.29	\$20.70	\$21.08	\$21.50	\$21.88
STP Operator 4A	\$20.56	\$20.94	\$21.37	\$21.78	\$22.22	\$22.61
GIS Map Technician/Meter Technician	\$21.35	\$21.78	\$22.22	\$22.65	\$23.07	\$23.50
Line Helper	\$14.32	\$15.35	\$16.38	\$17.41		

Appendix B**2014 – 2015 Salamanca Board of Public Utilities Labor Agreement Wage Schedule**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lineman	\$23.23	\$23.66	\$24.06	\$24.49	\$24.90	\$25.31
Water Maintenance	\$20.16	\$20.50	\$20.84	\$21.16	\$21.50	\$21.81
Meter Repairman	\$20.91	\$21.23	\$21.56	\$21.90	\$22.23	\$22.54
Pump Station Operator	\$19.72	\$20.14	\$20.55	\$20.95	\$21.37	\$21.78
Commercial Driver Class B	\$19.49	\$19.76	\$19.97	\$20.23	\$20.46	\$20.72
Meter Technician	\$21.99	\$22.44	\$22.88	\$23.33	\$23.76	\$24.21
STP Operator 2A	\$19.73	\$20.18	\$20.59	\$20.96	\$21.38	\$21.76
STP Operator 3A	\$20.46	\$20.90	\$21.32	\$21.72	\$22.14	\$22.53
STP Operator 4A	\$21.18	\$21.57	\$22.01	\$22.44	\$22.88	\$23.29
GIS Map Technician/Meter Technician	\$21.99	\$22.44	\$22.88	\$23.33	\$23.76	\$24.21
Line Helper	\$14.75	\$15.81	\$16.87	\$17.93		

Appendix C**2015 – 2016 Salamanca Board of Public Utilities Labor Agreement Wage Schedule**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lineman	\$23.93	\$24.37	\$24.78	\$25.22	\$25.65	\$26.07
Water Maintenance	\$20.76	\$21.11	\$21.46	\$21.80	\$22.15	\$22.47
Meter Repairman	\$21.54	\$21.87	\$22.20	\$22.55	\$22.89	\$23.22
Pump Station Operator	\$20.31	\$20.74	\$21.17	\$21.58	\$22.01	\$22.43
Commercial Driver Class B	\$20.07	\$20.36	\$20.57	\$20.84	\$21.08	\$21.34
Meter Technician	\$22.65	\$23.11	\$23.57	\$24.03	\$24.48	\$24.94
STP Operator 2A	\$20.32	\$20.78	\$21.21	\$21.59	\$22.02	\$22.41
STP Operator 3A	\$21.08	\$21.53	\$21.96	\$22.37	\$22.81	\$23.21
STP Operator 4A	\$21.81	\$22.22	\$22.67	\$23.11	\$23.57	\$23.99
GIS Map Technician/Meter Technician	\$22.65	\$23.11	\$23.57	\$24.03	\$24.48	\$24.94
Line Helper	\$15.19	\$16.28	\$17.37	\$18.47		

Appendix D**2016 – 2017 Salamanca Board of Public Utilities Labor Agreement Wage Schedule**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lineman	\$24.65	\$25.10	\$25.53	\$25.98	\$26.42	\$26.85
Water Maintenance	\$21.38	\$21.74	\$22.10	\$22.45	\$22.81	\$23.14
Meter Repairman	\$22.18	\$22.52	\$22.87	\$23.23	\$23.58	\$23.92
Pump Station Operator	\$20.92	\$21.36	\$21.80	\$22.23	\$22.67	\$23.11
Commercial Driver Class B	\$20.68	\$20.97	\$21.18	\$21.46	\$21.71	\$21.98
Meter Technician	\$23.33	\$23.80	\$24.28	\$24.75	\$25.21	\$25.68
STP Operator 2A	\$20.93	\$21.41	\$21.85	\$22.24	\$22.68	\$23.08
STP Operator 3A	\$21.71	\$22.17	\$22.62	\$23.04	\$23.49	\$23.91
STP Operator 4A	\$22.47	\$22.88	\$23.35	\$23.80	\$24.28	\$24.70
GIS Map Technician/Meter Technician	\$23.33	\$23.80	\$24.28	\$24.75	\$25.21	\$25.68
Line Helper	\$15.64	\$16.77	\$17.90	\$19.02		

Appendix E**2017 – 2018 Salamanca Board of Public Utilities Labor Agreement Wage Schedule**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Lineman	\$25.39	\$25.85	\$26.29	\$26.76	\$27.21	\$27.66
Water Maintenance	\$22.03	\$22.40	\$22.77	\$23.13	\$23.50	\$23.83
Meter Repairman	\$22.85	\$23.20	\$23.56	\$23.93	\$24.29	\$24.63
Pump Station Operator	\$21.55	\$22.00	\$22.46	\$22.90	\$23.35	\$23.80
Commercial Driver Class B	\$21.30	\$21.60	\$21.82	\$22.11	\$22.36	\$22.64
Meter Technician	\$24.03	\$24.52	\$25.01	\$25.49	\$25.97	\$26.45
STP Operator 2A	\$21.56	\$22.05	\$22.50	\$22.91	\$23.36	\$23.78
STP Operator 3A	\$22.36	\$22.84	\$23.30	\$23.73	\$24.19	\$24.62
STP Operator 4A	\$23.14	\$23.57	\$24.05	\$24.52	\$25.01	\$25.45
GIS Map Technician/Meter Technician	\$24.03	\$24.52	\$25.01	\$25.49	\$25.97	\$26.45
Line Helper	\$16.11	\$17.27	\$18.43	\$19.59		

City of Salamanca
BOARD OF PUBLIC UTILITIES

225 Wildwood Avenue Suite 6
Salamanca, NY 14779-1580
(716) 945-3130
FAX (716) 945-3490

**Memorandum of Understanding
Between the Salamanca Board of Public Utilities
and the Nonunion Employees of the
Salamanca Board of Public Utilities**

November 20, 2012

Commencing on April 1, 2013 all Nonunion Board of Public Utilities employees will receive a 3% wage increase based on their then current salary.

Commencing on April 1, 2014 all Nonunion Board of Public Utilities employees will receive a 3% wage increase based on their then current salary.

Commencing on April 1, 2015 all Nonunion Board of Public Utilities employees will receive a 3% wage increase based on their then current salary.

Commencing on April 1, 2016 all Nonunion Board of Public Utilities employees will receive a 3% wage increase based on their then current salary.

Commencing on April 1, 2017 all Nonunion Board of Public Utilities employees will receive a 3% wage increase based on their then current salary.

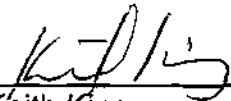
If and when the Salamanca Board of Public Utilities Water, Sewer, and Electric Departments "BPU" receive payment in full from any source of previously withheld New York State Economic Development (99-h) Funds "NYSDEF" (which were formerly utilized to fund BPU bond payments) before March 31, 2018 the BPU agrees to retroactively reimburse and reinstate all wages lost in October of 2010 and April 2011 according to the following conditions.

- If and when the BPU is reimbursed in full from the NYSDEF the BPU will retroactively reimburse (within a reasonable amount of time) to all nonunion hourly employees the \$1.35 per hour decrease in hourly rates or to all nonunion salaried employees the 6.5% decrease in salary enacted with the payroll dated October 24, 2010 for all hours employed since that date.
- If and when the BPU is reimbursed in full from the NYSDEF the BPU will retroactively reimburse (within a reasonable amount of time) to all nonunion hourly employees the \$0.75 per hour raise or to all nonunion salaried employees the 3% raise that was scheduled to be enacted on April 1, 2011, for all hours employed since that date.

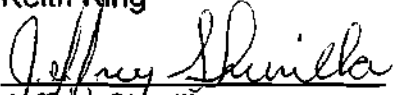
- Should the BPU receive guaranties of full payment of the NYSDEF for Water and Sewer Department Serial Bonds going forward the BPU will reinstate (within a reasonable amount of time) the above mentioned \$1.35 and \$0.75 per hour wage losses for all nonunion hourly employees, and the above mentioned 6.5% and 3% wage losses for nonunion salaried employees as detailed above for all hours worked.
- Water Department withheld NYSEDF is specifically the total amount of principal and interest payments for a \$3,461,500 Public Improvement Serial Bond issued in 2008.
- Sewer Department withheld NYSEDF is specifically the total amount of principal and interest payments for a \$2,900,000 Public Improvement Serial Bond Issued in 2007.
- Electric Department withheld NYSEDF is specifically an interest and principal payment due in July of 2011 on a Statutory Installment Bond in the amount of \$24,146.80 for the BPU's 2006 Altec Aerial Lift Truck.

In the event that any amount less than full payment of the above mentioned NYSEDF is received by the BPU during the term of this Memorandum of Understanding, the BPU will agree to renegotiate, upon written request by the nonunion employees, the sole issue of the above mentioned terms, and conditions. Upon such renegotiations, both parties agree to negotiate in good faith and with due consideration of the concessions leading to the agreement to renegotiate (including, but not limited to, the previously foregone scheduled wage/salary increases and the resultant lack of necessity of lay-offs) and the current uncertainty of the matter necessitating this Memorandum.

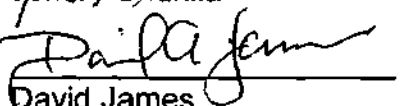
Nonunion Employees




Keith King



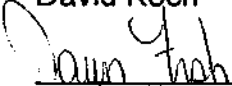
Jeffrey Shurilla




David James




David Koch



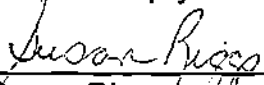
Dawn Fish




David Newark



Elizabeth Spry



Susan Riggs

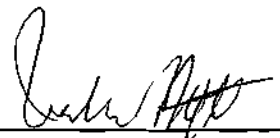


Lisa James

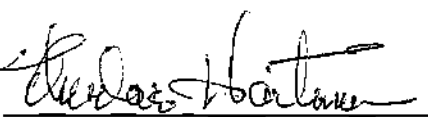
**CITY OF SALAMANCA
BOARD OF PUBLIC UTILITIES**



E.J. Riley, Chairman
Salamanca Board of Public Utilities

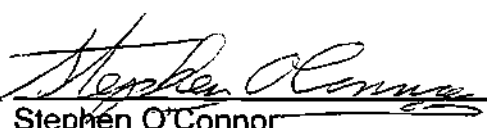


Judson Beattie
Salamanca Board of Public Utilities



Theodore Hartman
Salamanca Board of Public Utilities

Jeffrey Peterson
Salamanca Board of Public Utilities



Stephen O'Connor
Salamanca Board of Public Utilities