
AGREEMENT

by and between the

**LIVINGSTON COUNTY WATER &
SEWER AUTHORITY**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**

CSEA

Livingston County Water & Sewer Authority #7301-00
Livingston County Local 826

January 1, 2021 – December 31, 2024

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LIVINGSTON COUNTY WATER & SEWER AUTHORITY

This Agreement is made pursuant to Article 14 of the Civil Service Law of New York State and entered into as of this 29th day of December, 2020, between the Livingston County Water & Sewer Authority, hereinafter referred to as the "Employer" or "LCWSA" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Livingston County Local 826, Livingston County Water & Sewer Authority #7301-00, hereinafter referred to as the "CSEA."

ARTICLE 1 RECOGNITION

Section 1 - Bargaining Unit

The Employer hereby recognizes the CSEA as the sole and exclusive negotiating agent for all of the employees of the Employer excluding Executive Director, Deputy Executive Director, Director of Operations, Assistant Director of Operations, Manager of Fiscal Operations, Wastewater Treatment Plant Manager, Utilities Billing Supervisor, Confidential Secretary to Executive Director, elected officials, appointed officials, part time employees, and seasonal employees for the maximum period permitted by law.

In addition to the above exclusions, each new position or job title created by the Employer during the term of this Agreement which by the job description reports to the LCWSA Board of Directors shall be excluded from the unit, and all other new positions shall be included in the unit.

Section 2 - Seasonal Employees Defined

For purposes of this Agreement seasonal employees shall be defined as: (1) employees hired for any number of hours of work per week, but whose total employment period will not exceed six (6) calendar months in any calendar year nor six (6) consecutive calendar months; and (2) those who work longer than six (6) consecutive calendar months as a replacement for a permanent, full-time employee who is on an approved leave of absence.

Section 3 - Part time Employees Defined

Part time employees shall be defined as employees who are regularly scheduled to work twenty-five (25) hours or less per week.

Section 4 - Obligations of CSEA

The CSEA expressly agrees, as a condition of recognition contained in this Article, not to discriminate with respect to representation among or between the unit employees whether members of CSEA or not, or to engage in a strike or slowdown or other work stoppage, not to instigate, encourage or condone the same.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1 - Specific Rights

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 the 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 operations; to determine who may utilize a LCWSA vehicle, under what circumstances, the rules and requirements for utilization, and whether access to a LCWSA vehicle may be terminated.

Section 2 - Generally

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.

ARTICLE 3 RIGHTS OF CSEA

The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the bargaining unit under the Fair Employment Act, under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate. This Article shall apply during the period of unchallenged representation status of the CSEA.

ARTICLE 4 RIGHTS OF EMPLOYEES

Section 1 - Freedom to Join or Refrain from Joining

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the Employer.

Section 2 - Freedom to Participate in Union

Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the Employer or its agents.

Section 3 - Freedom to Express Concerns

An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding with the exception that CSEA must be permitted entrance to all such proceedings if and when requested by the employee and must be informed immediately of any decisions surrounding the case.

ARTICLE 5 DURATION

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, December 31, 2024. Written notice shall be given no later than June 1, 2024 by either party requesting a change or termination of this Agreement. If such notice is given, negotiations for a new collective bargaining agreement will begin no later than August of 2024. If written notice is not given, this Agreement shall continue in effect from year to year until such notice is given no later than June 1st of any subsequent year.

No provisions of this Agreement may be deleted or changed, and no provision may be added to this Agreement except by a written amendment signed by each party.

ARTICLE 6 AGREEMENT

Section 1 - Good Faith Negotiations

The Employer and CSEA acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 2 - Entire Agreement

This Agreement constitutes the entire agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this

Agreement in writing annexed hereto and specifically designated as an amendment to this Agreement shall supersede or vary any of the provisions herein contained.

ARTICLE 7 DUES CHECK OFF AND UNION SECURITY

Section 1- Membership Dues and other Wage Deductions and Remittance to CSEA

The Employer shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224, regular membership dues and other authorized deductions, group life insurance, sickness and accident and health insurance, for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for the employees on a payroll period basis.

Section 2 - PEOPLE Deduction

The Employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 3 - Information Regarding Unit

The Employer will furnish the CSEA a complete list of names, home addresses, work locations and position titles of all employees in the negotiating unit covered by this Agreement, and will within thirty (30) days after the end of each pay period furnish the CSEA Local a listing of the names, home addresses, work locations and position titles of newly hired, reinstated and transferred employees as well as a list of employees who terminated employment in the negotiating unit.

Section 4 - Responsibility for Deducted Funds

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and CSEA hereby agrees that it will indemnify and hold harmless the Employer for any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder.

ARTICLE 8 PROBATIONARY PERIOD

Section 1 - Competitive Class Employees

The Probationary period shall be the same as defined in the Livingston County Civil Service Rules for all competitive class employees.

Section 2 - Non-competitive and Labor Class Employees

Non-competitive and labor class employees shall be regarded as probationary employees until: (1) they have been employed within the negotiating unit in a position other than a trainee position for a period of six (6) consecutive calendar months, or (2) they have been employed in a trainee position for a period of up to twelve (12) consecutive calendar months.

In addition, non-competitive and labor class employees who are promoted to a higher grade non-competitive or labor class position or who move to a non-competitive or labor class position in the same or lower grade shall serve a six (6) consecutive month probationary period in such new position, unless such new position is a trainee position in which case such employee shall serve a probationary period of up to twelve (12) consecutive months in such new position. In the event the employee does not successfully complete the probationary period in the new non-competitive or labor class position, the employee may return to his/her prior position, unless the employee is discharged for disciplinary reasons. Discharge for disciplinary reasons during such probationary period shall be subject to Article 23, section 6 of this Agreement.

Absence from work for any reasons shall not be included in calculating an employee's probationary period.

Section 3 - Discharges During Probationary Period

Any Employee discharged during the probationary period shall be notified in writing of the discharge. Probationary employees may be discharged at the sole discretion of the Employer and without recourse to this Agreement, except as otherwise provided in the second paragraph of Section 2.

Section 4 - Representation of Probationary Employees

CSEA shall represent all probationary employees within the negotiating unit.

ARTICLE 9 RETIREMENT

Section 1 - Retirement Plans

The Employer shall provide for each qualified employee retirement benefits in accordance with State law under the New York State and Local Retirement System. In addition, the Employer will provide for eligible employees current death benefit riders and option 41-j (application of unused sick leave as additional service credit upon retirement).

Employees shall be required to contribute to the Retirement Plan for which they qualify, as required by law.

Section 2 - Current Plan Tiers

As of the date of this contract, the existing retirement plan tiers were as follows:

Date of Hire	Plan Tier
Prior to July 1, 1973	Tier 1
July 1, 1973 through July 26, 1976	Tier 2
July 27, 1976 through August 31, 1983	Tier 3
September 1, 1983 through December 31, 2009	Tier 4
January 1, 2010 through March 31, 2012	Tier 5
April 1, 2012 or after	Tier 6

**ARTICLE 10
BULLETIN BOARDS**

The Employer shall make bulletin boards available at all appropriate work locations and/or places of assembly; the number, size and location to be decided jointly by the appropriate Employer representative and the CSEA. Such bulletin boards shall be for the exclusive use of CSEA for announcements of meetings, posting of CSEA bulletins, election notices, and for any and all matters relative to CSEA business and shall be of noncontroversial nature.

**ARTICLE 11
COPIES OF THE CONTRACT**

The CSEA shall reproduce and make available copies of the contractual Agreement to all employees. The CSEA shall also provide the Employer with copies of the contractual Agreement for the Employer's use, if requested by the Employer.

**ARTICLE 12
SAVING CLAUSE**

Section 1 - Severability

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any additions thereto shall be not affected.

Section 2 - Reopening Negotiations

If a determination or decision is made as per Section 1 of this article, the original parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

Section 3 - Legislative Action

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by

providing the additional funds shall not become effective until the appropriate legislative body has given approval.

ARTICLE 13 SICK LEAVE

Section 1 - Maximum Accumulation

Each employee shall be permitted to accumulate up to, and in no event more than, one hundred sixty-five (165) days (1,320 hours) of paid sick leave. Paid sick leave may be used for time off due to an employee's own illness or injury. Additionally, an employee may use up to five (5) days (40 hours) of this paid sick leave per calendar year for the illness or doctors' appointments of the employee's spouse/domestic partner, parent, minor child and/or disabled dependent child. (This provides for a total of five days (40 hours) to be used among these relatives. For example, an employee could take 1 day (8 hours) for a spouse/domestic partner, 1 day (8 hours) for a parent and 3 days (24 hours) for children.) An employee requesting sick leave use for these purposes must indicate "family illness or appointment" when making the request for this leave and note such on his/her timecard or equivalent time recording document. The LCWSA may require medical documentation of the illness or appointment.

Section 2 - Accumulation of Sick Leave

Employees are eligible to earn sick leave immediately upon hire. Sick leave shall be earned at the rate of one half (1/2) workday (4 hours) per pay period, provided the employee is on the payroll at least six (6) days during the pay period. Earned sick leave is credited at the end of the pay period. Sick leave may be accumulated to a maximum of 165 workdays (1,320 hours). Sick leave may not be used before it is earned.

Section 3 - Notice

Employees must provide seven (7) days' advance notice of the need to use paid sick leave to their immediate supervisor if the need is foreseeable. Where the need for sick leave is unforeseeable, an employee must provide notice as soon as practicable, and absent extenuating circumstances, no later than one (1) hour prior to their scheduled start time. If an employee is incapacitated and unable to call, a relative or another responsible person should promptly contact the employee's supervisor. Failure to provide appropriate notice of the need to use paid sick leave may result in ineligibility to receive payment for that day and shall be deemed just cause for disciplinary action. No request will be unreasonably denied.

Section 4 - Physician's Statement

When continuous sick leave exceeds two (2) working days the Employer may require as a condition of payment a statement from the employee's physician certifying the nature of the illness or injury and the probable period of disability. Sick leave shall not be allowed on regularly scheduled work days prior to or following vacations or holidays or any other specified day without a written statement from a physician that the employee was unable to work, if such statement is requested by the Employer.

Section 5 - Physical Examination

When continuous sick leave exceeds thirty (30) calendar days the Employer may require the employee to undergo a physical examination by a physician selected by the Employer.

Section 6 - False Representations

Any false representation made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

Section 7 - Payment upon Termination

Accumulated sick leave shall not be payable at the time of termination of employment, whatever the reason for such termination.

Section 8 - Use of Accruals

Each employee shall be allowed to take sick leave days in one-half (½) hour segments.

As set forth in Section 1 of this Article, sick leave may be used for:

- a. A doctor's appointment of the employee, the employee's spouse/domestic partner, the employee's parent or the employee's minor or dependent disabled child, including necessary travel time to and from such appointment;
- b. An appointment of the employee, the employee's spouse/domestic partner, the employee's parent or the employee's minor or dependent disabled child with other health care providers if referred by a doctor in connection with an acute or chronic illness or injury, including necessary travel time to and from such appointment;
- c. The employee's own illness or injury that makes him/her unfit to work so the employee may rest and recuperate; and
- d. The illness or injury of the employee's spouse/domestic partner, parent, minor child or dependent disabled child if such person is acutely ill or injured and the employee is needed to provide assistance with daily living activities. This would include the care of a chronically ill spouse/domestic partner, parent or minor child who has an acute episode associated with the chronic illness.

Definitions:

"Acute" = relating to a disease or a condition with a rapid onset and a short, severe course. Examples of acute conditions include: a cold, the flu, an asthma attack, etc.

“Daily living activities” = include activities such as: eating, bathing, dressing, walking. An employee who is providing assistance with basic medical or personal needs or safety or for transportation is assisting with daily living activities.

“Disabled dependent child” = any unmarried dependent child, regardless of age, who is incapable of self-sustaining employment because of mental retardation, mental illness or developmental disability as defined in the New York Mental Hygiene Law, or because of a physical handicap.

“Doctor” = those health care professionals who are licensed to diagnose and treat health conditions. Such health care professionals include: medical doctors, nurse practitioners, physician’s assistants, optometrists, dentists, chiropractors, podiatrists, psychoanalysts, psychologists, etc.

“Health care providers” = include physical therapists, occupational therapists, laboratory personnel, nutritionists, dieticians, occupational therapy assistants, physical therapy assistants, respiratory therapists, respiratory therapy technicians, speech-language pathologists, etc.

“Illness” = disease of body or mind; poor health; sickness. Examples include: a cold, the flu, asthma, diabetes, mental illness, cancer, etc.

“Injury” = damage, harm, or loss, as from trauma. A particular form of hurt, damage, or loss. Examples include: broken bones, burns, cuts, etc.

“Minor child” = child under the age of 18.

Section 9 - Accumulation During Leave

Sick leave shall continue to accumulate in accordance with Section 2 of this Article only while an employee is on a paid leave, and then only during the first six (6) months of such a leave.

Section 10 - Sick Leave Donation

An employee covered by this Agreement who exhausts all of his/her accruals (sick, personal, vacation and floating holidays) as a result of leave necessitated by his/her own nonwork-related illness or injury, only, is eligible to request, receive and use donated sick leave from fellow employees covered by this Agreement as follows:

- a. When a covered employee anticipates the need for sick leave donation, he/she will notify the unit president or his/her designee, in writing.
- b. The unit president or his/her designee will, in turn, notify fellow bargaining unit employees of the need for donations, including the anticipated number of days needed and the deadline for donation.

- c. Employees covered by this Agreement may donate up to ten (10) days (80 hours) of sick leave in full-day (8 hour) increments only, per sick leave occurrence, to the requesting employee. Such donation will be deducted in the corresponding number of days from the donating employee's sick leave accumulation. However, in no case will a donation be permitted to the extent it results in the donating employee's sick leave accumulation falling below sixty (60) days (480 hours).
- d. These donations are strictly voluntary and once made, are irrevocable.
- e. The unit president or his/her designee will be responsible to notify the Executive Director or his/her designee of the donation occurrence, including the name of each donor and the number of days donated. Upon such notification, the donations will be deemed made and irrevocable per subsection d. above.
- f. The Executive Director or his/her designee will, in turn, credit the sick leave accumulation of the employee receiving the donation, and will make the corresponding deduction from each donor employee's sick leave accumulation.
- g. No employee may request sick leave donation for absence due to an illness or injury arising out of or in the course of employment.

This Section and any actions taken by the Employer in connection therewith will not be subject to the grievance and arbitration provisions set forth in this Agreement, or otherwise be subject to challenge as against the Employer. Furthermore, the Union agrees to indemnify and hold the Employer harmless for all disputes or claims or other actions arising from application of this Section.

ARTICLE 14 BEREAVEMENT LEAVE

In the event of death in the immediate family, each employee shall be granted time off with pay for time lost during the regular scheduled work week. Employees may use a maximum of six days per year and may not use more than three days per death. However, in the event of additional deaths, employees may use accrued leave time, except sick leave. Employees must notify the employer prior to missing scheduled work of the death and of the employee's anticipated absence, and the employer may require proof of death as a condition of approval of the absence and payment during the absence.

The immediate family referred to herein shall consist of mother, father, mother-in-law, father-in-law, husband, wife, children, step children, sister, brother, grandparents, grandchildren, step-parents and foster parents of the employee, brother-in-law, sister-in-law, son-in-law, daughter-in-law, great grandparents, aunts, uncles, nieces, nephews, or

any other relative who is a member of the employee's household, and domestic partner and corresponding relatives thereto as listed in this Section.

Bereavement leave must be used in full-day (8 hour) increments.

ARTICLE 15 HOLIDAYS

Section 1 - Designation of Holidays

A regular employee who is on the active payroll during the week in which the holiday is celebrated will be entitled to the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	One (1) Floating Holiday

Employees returning from an unpaid leave of absence of two (2) weeks in duration or longer will not receive holiday pay during the week in which they return unless scheduled to work or be on-call on the designated holiday.

Specific dates that holidays shall be observed/celebrated are set forth in the Holiday Schedule attached as Appendix A. A holiday shall be the twenty-four hours beginning at midnight of the day designated for its celebration, or in case of a floating holiday, the day chosen and agreed to.

Section 2 - Eligibility: Floating Holiday

Employees shall not be eligible for the floating holiday until they have been on the payroll for six (6) months. Unpaid absences from work for any reason shall be included in calculating an employee's six months of service. Employees will notify their supervisor at least one (1) calendar week in advance of their desire to use their floating holiday. Such date must be agreed to by the employee's supervisor. The floating holiday must be used by year end or it is lost, except in the case of new employees who may carry over the unused floating holiday. "New employees" are those employed within the bargaining unit for less than 12 months as of December 31.

Section 3 - Celebration of Weekend Holiday

When one of the designated holidays falls on a Sunday, it shall be celebrated on the following Monday. If a Holiday falls on Saturday, it shall be celebrated on the preceding Friday.

Section 4 - Payment if Employee is Absent

If a holiday should fall on the employee's scheduled day off the employee will receive pay for that holiday. If a holiday falls within a vacation period, the employee will receive holiday pay for that day and will not be charged a vacation day.

Section 5 - Work on a Holiday

In the event any employee works on any of the above-mentioned holidays (during the twenty-four hours it's celebrated), the employee shall receive 1½ times his regular hourly rate for the number of hours worked.

ARTICLE 16 PERSONAL LEAVE

Section 1 - Accrual of Personal Leave

Employees covered by this Agreement hired prior to January 1, 2021, will be eligible to receive five (5) personal days (40 hours) to be credited on January 1st of each year.

Employees covered by this Agreement hired on or after January 1, 2021, will be eligible to receive personal days as follows: During the first year of employment, an employee with a hire date between January 1st and April 30th will be eligible to receive three (3) personal days (24 hours) credited on his/her date of hire; an employee with a hire date between May 1st and August 31st will be eligible to receive two (2) personal days (16 hours) credited on his/her date of hire; and an employee with a hire date between September 1st and December 15th will be eligible to receive one (1) personal day (8 hours) credited on his/her date of hire. Each following year of employment, employees hired on or after January 1, 2021, will be eligible to receive three (3) personal days (24 hours) to be credited on January 1st of each year.

Section 2 - Scheduling of Leave

Such personal leave may be taken at the employee's convenience with the approval of the Executive Director or her/his designee. Requests for leave under this Article will not be unreasonably denied.

Section 3 - Payment on Termination

Accumulated personal leave shall not be payable at the time of termination of employment whatsoever the reason for such termination. However, the employee shall be paid for up to two (2) days (16 hours) of accrued personal leave time if:

- a. The employee resigns or retires and provides no less than fourteen (14) calendar days advance written notice to the Executive Director or her/his designee of his/her intent to resign or retire and works the entire two-week period immediately preceding the date of resignation or retirement. In the event the employee becomes ill or injured to the extent that he/she is unfit to work during some or all of the two-week period, he/she will still be eligible for payment of personal leave if:

- i. He/she properly notifies the Executive Director or her/his designee of the absence pursuant to LCWSA policy and/or procedure;
- ii. He/she works all days during the notice period which he/she is fit to work;
- iii. No later than seven (7) calendar days from the first date of absence he/she provides to the Executive Director or her/his designee a written statement from a health care provider¹ indicating:
 - a. That the health care provider examined the employee on one of the dates of absence during the notice period,
 - b. That the health care provider found the employee unfit to perform the duties of his/her position due to an illness and/or injury, and
 - c. The specific dates of unfitness to work; and
- iv. The employee remains at home or in a health care facility during the period of absence to rest and recuperate from the illness/injury, leaving home only to attend necessary health care provider appointments.

In the event the employee suffers the death of a family member specified in Article 14 (Bereavement Leave) of this agreement no more than sixteen calendar days prior to termination of employment, the employee may use up to three days of bereavement leave immediately following the death without affecting the employee's ability to be paid for personal leave so long as the employee provides satisfactory proof of the death to the Executive Director or her/his designee within five business days following such death.

OR

- b. The employee is laid off by the Employer.

OR

- c. The employee dies in service.

OR

- d. The employee resigns within eight (8) calendar days of receipt of notice of termination.

Section 4 - Use of Leave Time

Personal leave may be taken in one-half (½) hour segments.

Section 5 - Conversion to Sick Time

On January 1st of each year any unused personal leave from the previous year shall be converted to and credited to the employee's accumulated sick leave.

¹ The term "health care provider" as used in this section shall mean a person authorized by the State or other appropriate governmental entity to diagnose and treat medical conditions.

Section 6 - Proration due to Leave of Absence

Personal leave shall be prorated when an employee is off with or without pay for any reason, paid or unpaid, in excess of six (6) consecutive months. Such proration shall be a reduction of hours of personal leave eligibility in direct proportion to the number of days off beginning with the first such day off. The prorated amount will be taken from the employee’s eligibility in the following year.

Proration will be calculated as follows: Total number of days off with or without pay ÷ 365 = percentage of time off. Percentage of time off multiplied by total number of benefit hours for which eligible = reduction in benefit hours (rounded to nearest half hour) to be taken from eligibility the following January 1st.

**ARTICLE 17
MILEAGE PAYMENTS**

Mileage shall be reimbursed at the rate in cents per mile which is permitted by the IRS as a tax deduction. If during the term of this Agreement said rate increases or decreases, the rate paid by the LCWSA will increase or decrease as soon thereafter as the LCWSA is satisfied that it has the latest position of the IRS. The Union will notify the LCWSA in writing of such a change, and as soon as such claimed change is confirmed by the IRS the rate hereunder will be adjusted effective as of the date of such confirmation. Mileage reimbursement will be provided as set forth in the LCWSA’s Travel Policy.

**ARTICLE 18
VACATION**

Section 1 - Vacation Entitlement

All employees covered by this Agreement shall be granted a paid vacation according to the following schedule beginning at six (6) months from hire date and, thereafter, on each employee’s respective anniversary date of hire:

Required Time of Service	Time Off
6 months	5 working days (40 hours)
1 st through 4 th anniversary	10 working days (80 hours)
5 th through 10 th anniversary	15 working days (120 hours)
11 th anniversary	16 working days (128 hours)
12 th anniversary	17 working days (136 hours)
13 th anniversary	18 working days (144 hours)
14 th anniversary	19 working days (152 hours)
15 th through 24 th anniversary	20 working days (160 hours)
25 th and following anniversaries	25 working days (200 hours)

Section 2 - Scheduling Vacation

LCWSA will post a vacation schedule from October 1 to December 1 of the preceding year. It is intended that employees will select their vacations on this schedule

during this time frame. The minimum increment of vacation an employee may request during this vacation scheduling period is one hour. When this process is completed, vacation request conflicts will be resolved by giving available vacation time to the most senior employee. Once conflicts are resolved, a master schedule showing approved vacation requests will be posted one time per year with the understanding that the master schedule will not thereafter be updated for "first come, first served" requests. After December 1, vacations will be granted with the mutual agreement of the employee and the Executive Director or her/his designee on a first come, first served basis. Requests to use no more than a one-half (½) hour increment of vacation may be made only within the one (1) month period prior to the date requested. The LCWSA will make a reasonable effort to respond to first come, first served vacation requests within five (5) business days of the date such requests are submitted to the Executive Director or her/his designee.

Section 3 - Period in which Vacation is Used

Vacation time must be used before the employee's next anniversary date. Any vacation accruals that are not used by that date will be lost, except that an employee will be permitted to carryover up to three (3) days (24 hours) (of vacation into the next anniversary year. Any such vacation which is carried over must be used in the next anniversary year or it will be lost.

Section 4 - Payment upon Termination

Accumulated unused vacation shall be payable at the time of termination of employment if:

- a. The employee resigns or retires and provides no less than fourteen (14) calendar days advance written notice to the Executive Director or her/his designee of his/her intent to resign or retire and works the entire two-week period immediately preceding the date of resignation or retirement. In the event the employee becomes ill or injured to the extent that he/she is unfit to work during some or all of the two-week period, he/she will still be eligible for payment of vacation if:
 - i. He/she properly notifies the Executive Director or her/his designee of the absence pursuant to LCWSA policy and/or procedure;
 - ii. He/she works all days during the notice period which he/she is fit to work;
 - iii. No later than seven (7) calendar days from the first date of absence he/she provides to the Executive Director or her/his designee a written statement from a health care provider² indicating:
 - a. That the health care provider examined the employee on one of the dates of absence during the notice period,
 - b. That the health care provider found the employee unfit to perform the duties of his/her position due to an illness and/or injury, and

² The term "health care provider" as used in this section shall mean a person authorized by the State or other appropriate governmental entity to diagnose and treat medical conditions.

- c. The specific dates of unfitness to work; and
- iv. The employee remains at home or in a health care facility during the period of absence to rest and recuperate from the illness/injury, leaving home only to attend necessary health care provider appointments.

In the event the employee suffers the death of a family member specified in Article 14 (Bereavement Leave) of this agreement no more than sixteen (16) calendar days prior to termination of employment, the employee may use up to three (3) days (24 hours) of bereavement leave immediately following the death without affecting the employee's ability to be paid for vacation so long as the employee provides satisfactory proof of the death to the employee's department head within five (5) business days following such death.

OR

- b. The employee is laid off by the Employer.

OR

- c. The employee dies in service.

OR

- d. The employee resigns within eight (8) calendar days of receipt of notice of termination.

Section 5 - Proration due to Leave of Absence

Vacation time shall continue to accumulate in accordance with Section 1 of this Article only while an employee is on paid leave of absence, and then only for a maximum period of six (6) months of such leave.

An employee's vacation accumulation shall be prorated when he or she has been on an unpaid leave for any reason in excess of twenty (20) working days. Such proration to be by the hour of vacation in direct proration to the number of days off beginning with the first such day off.

Proration will be calculated as follows: Total number of days off with or without pay, as applicable, ÷ 365 = percentage of time off. Percentage of time off multiplied by total number of benefit hours for which eligible = reduction in benefit hours (rounded to nearest half hour) to be taken from eligibility on the following anniversary date.

Section 6 - Use of Vacation

Vacation time may be taken in one-half (1/2) hour segments.

Section 7 - Payment in Lieu of Vacation

Employees who qualify for at least three (3) weeks' (120 hours) vacation may elect to be paid for up to a maximum of eighty (80) hours of such vacation in lieu of such time off. To qualify for this election, employees must take a minimum of forty (40) hours of vacation prior to their next anniversary date, and they must inform the Executive Director or her/his designee of their election at least two weeks prior to the date on which payment is desired. All such vacations must have already been earned before payment is made.

ARTICLE 19 HEALTH BENEFITS

Section 1 - Health Insurance Benefits for Employees

A. Eligibility

Employees shall be eligible for health insurance benefits beginning on the first (1st) day of the month following completion of thirty (30) days of employment.

B. Enrollment

To receive health insurance benefits, eligible employees must submit a completed enrollment form to the LCWSA Office of the Executive Director:

1. At least fifteen (15) days prior to initial eligibility under this agreement;
2. During a subsequent open enrollment period; or
3. Following initial eligibility, at the time of any other qualifying event for enrollment in accordance with the applicable health insurance plan and/or relevant State or Federal Law.

Enrollment will become effective upon the employee's eligibility or upon the effective date for the open enrollment period, whichever is applicable.

C. Health Insurance Plan

The Employer will provide the following health insurance plan to eligible employees hired on or after January 1, 2021: the Excellus SimplyBlue Plus Silver 2 High Deductible Health Plan (HDHP) or another substantially equivalent health insurance plan.

The Employer may change health insurance providers and/or plans in accordance with the above on an annual basis.

An employee or his/her spouse or domestic partner shall not be eligible for double health insurance coverage under the LCWSA's plan. If both husband and wife

or domestic partners are employed by the LCWSA, then they shall be eligible for only one (1) coverage policy.

D. Contributions Toward Cost of Coverage

1. All employees hired by the LCWSA after January 1, 2019 shall contribute thirty percent (30%) of the total cost of their health insurance premium, and the Employer shall pay the remaining seventy percent (70%).
2. The health insurance plans offered and contribution costs for employees previously employed by Livingston County and hired by or transferred to the LCWSA without a break in service on January 1, 2019, or hired prior to January 1, 2021, is set forth in a separate Memorandum of Agreement.

Percentage contribution rates of all employees shall also apply to any increases in health insurance premiums that occur while this agreement is in effect.

E. Health Savings Account (HSA)

The Employer will fund the HSA of an eligible employee who enrolls in the HDHP at the following levels:

Single (Employee only):	\$800.00 annually
Employee and Spouse/Domestic Partner:	\$1,600.00 annually
Employee and Child(ren):	\$1,600.00 annually
Family	\$2,500.00 annually

The eligible, participating employee is responsible to set up his/her HSA and to submit account information to the Office of the Executive Director.

The Employer contribution to employee HSAs will be made in quarterly installments in the months of January, April, July, and October of each year.

If an employee commences participation in the HDHP mid-plan year, the first employer contribution to the HSA will be prorated based on the first full month of coverage. Such contributions will begin with the first quarterly payment following enrollment in the HDHP and the Employer's receipt of the employee's HSA account information and thereafter, contributions will continue as scheduled above.

An eligible employee who has a qualifying event that results in a change in health insurance coverage status (e.g. has a child or adds a spouse/domestic partner), will qualify for the pro-rated amount of HSA Employer funding for the remainder of whole months.

An employee may contribute additional money to his/her HSA, up to the maximum allowed under federal law, through pre-tax payroll deduction to the extent permitted by law.

The Employer's obligation to fund an eligible employee's HSA ceases at the time of his/her separation from employment for any reason.

F. Continuation Upon Death of Covered Employee

In the event an employee with health insurance coverage dies in service, and that coverage applied to one or more of the employee's surviving family members, coverage will be continued to the extent the eligible surviving family members are eligible for and elect COBRA continuation coverage. For the first three (3) calendar months of COBRA continuation coverage, the Employer will pay the full cost of coverage provided the surviving family members provide the Employer with the necessary paperwork (e.g. payment coupons) to process payment. Thereafter, Employer responsibility for any payments toward COBRA coverage shall end. This paragraph shall not otherwise modify the COBRA rights and responsibilities of covered, surviving family members of the employee.

As set forth in Section 1E, above, Employer HSA contributions will cease upon the death of the participating employee.

Section 2 - Workers' Compensation

The Employer will provide, to all employees, Workers' Compensation. Such costs of compensation shall be paid in full by the Employer.

Section 3 - Drop Payment

Overview The LCWSA will offer a drop payment program to employees who decline coverage under the LCWSA's health insurance plan provided by this Article. Employees who withdraw from and/or waive LCWSA coverage and who provide proof of health insurance coverage from another source, shall be eligible for the drop payment program based on the type of coverage, Family (defined for purposes of this section as coverage other than single) or Single, for which they would be eligible under the LCWSA's health insurance plan.

Procedure to Participate in Drop Payment Program Any employee eligible for LCWSA health insurance coverage who wishes to decline coverage and participate in the drop payment program must sign and submit to the LCWSA Office of the Executive Director an affidavit indicating that he/she has health insurance coverage through a spouse's/domestic partner's employment, other employment of the employee, or a private plan. As set forth below, the timing of the submission of such affidavit may affect the amount of the drop payment by way of pro-ration.

Drop Payment Amounts and Dates of Payment The Single coverage drop payment shall be in the amount of nine hundred dollars (\$900) annually, and the Family coverage drop payment shall be in the amount of one thousand one hundred fifty dollars (\$1,150) annually.

Employees will be eligible for the full annual drop payment if they are not enrolled in the LCWSA plan for the full calendar year. The drop payment will be made in two payments. One-half the amount for which the employee is eligible will be made in July (to reflect declination of coverage for the first six months of the year); the second half of the payment will be made in January (to reflect declination of coverage for the final six months of the prior year).

Employees will be permitted to decline LCWSA health insurance coverage on a year-by-year basis. This decision must be made by way of submission of the required affidavit described in the "Procedure to Receive Benefit" paragraph above during the LCWSA's annual open enrollment period. Employees who previously withdrew from the LCWSA coverage must confirm their decision and provide proof of alternative coverage each year by submission of affidavit during the open enrollment period. This decision will remain in effect for the full calendar year.

In the case where an employee has waived LCWSA health insurance coverage and becomes ineligible during the year for coverage from an alternate source for reasons beyond the employee's control, the employee and any dependents will be eligible to re-enroll in the LCWSA's health insurance plan, subject to the conditions and the extent allowed by the insurance carrier. The employee's drop payment will be prorated based on the number of months the employee was not enrolled in the LCWSA's drop payment program.

Where an employee has selected the drop payment option and resigns, retires or dies, the drop payment will be prorated based on the number of months the employee was not enrolled in the LCWSA's drop payment program.

If the employee becomes eligible for health insurance coverage from another source during the calendar year, the employee may elect to waive LCWSA coverage for the balance of the calendar year by way of submission of the required affidavit described in the "Procedure to Receive Benefit" paragraph above. The drop payment will be prorated based on the number of months the employee was not enrolled in the LCWSA's drop payment program.

When new employees become eligible for LCWSA health insurance, they may elect to waive LCWSA coverage for the balance of the calendar year by way of submission of the required affidavit described in the "Procedure to Receive Benefit" paragraph above. The drop payment will be prorated based on the number of months the employee was not enrolled in the LCWSA's drop payment program.

LCWSA employees will not be eligible for the drop payment if their alternate source of insurance is with a spouse/domestic partner's (active employee or retiree) also covered under the LCWSA plan. Additionally, in the event both spouses/domestic partners are LCWSA employees, if under any circumstance both spouses/domestic partners drop LCWSA health insurance coverage, they may receive a single Family coverage drop payment in the amount set forth above. In this event, they must

designate which of the two will receive the drop payment or instruct the LCWSA to provide each with one half of the drop payment.

Employees who elect Medicare as their primary health insurance are no longer eligible for a drop payment.

Section 4 - Dental Insurance and Vision Insurance

A. Dental Insurance: The Employer shall make dental insurance coverage available to bargaining unit members through the Sunrise Dental plan offered through the CSEA Employee Benefit Fund, pursuant to the terms of the plan. The Employer will pay 100% of the premium of the Employee-only coverage up to a maximum of \$650.00 annually. Each eligible employee participating in the dental plan will be responsible for paying any remaining cost, including the difference between the cost of Employee-only coverage and any other coverage option selected by the participating employee. Such employee contributions to premium shall be made as pre-tax payroll deductions to the extent permitted by law.

B. Vision Insurance: The Employer shall make vision insurance coverage available to bargaining unit members through the Gold 12 Vision plan offered through the CSEA Employee Benefit Fund, pursuant to the terms of the plan. The Employer will pay 100% of the premium of the Employee-only coverage up to a maximum of \$150.00 annually. Each eligible employee participating in the vision plan will be responsible for paying any remaining cost, including the difference between the cost of Employee-only coverage and any other coverage option selected by the participating employee. Such employee contributions to premium shall be made as pre-tax payroll deductions to the extent permitted by law.

C. Change in Plans: In the event the Sunrise Dental and/or Gold 12 Vision plan(s) ceases to be offered, the Employer agrees to maintain comparable dental and vision insurance benefits and fund those benefits in accordance with the terms of this Agreement. If a change in plan(s) is required due to the elimination of the Sunrise Dental and/or Gold 12 Vision plan, the Employer and the Union will jointly decide on the comparable replacement plan(s).

D. Eligibility: Employees shall be eligible for dental and vision insurance benefits beginning on the first (1st) day of the month following completion of thirty (30) days of employment.

E. Premium Rate Information: The CSEA Employee Benefit Fund shall provide written notice of Dental and Vision plan premium rate information to the Employer no later than thirty (30) calendar days before any rate changes. Such notice shall be provided to the Executive Director, Livingston County

Water and Sewer Authority, 1997 D'Angelo Drive, P.O. Box 396, Lakeville, New York 14480.

F. Employee Participation: Employees who wish to participate in the plans shall contact the Fund directly at: Employee Benefit Fund ("EBF"), 1 Lear Jet Lane, Suite 1, Latham, New York 12110, 1-800-323-2732.

G. Retiree Eligibility: A bargaining unit member who retires from the LCWSA in a bargaining unit position and begins collecting a retirement benefit from the New York State Employees' Retirement System immediately upon such retirement may continue dental and/or vision insurance coverage through the dental and vision plan providers set forth in this section solely at his/her own expense, to the extent the plan providers afford that option to retirees. The retiree is responsible for paying the premium costs in accordance with the provider and LCWSA policies and practices. Failure to make such payment accordingly shall result in permanent loss of such coverages.

Section 5 - Retiree Health Insurance

A. Employees hired after January 1, 2019, shall not be eligible for retiree health insurance under this Section or otherwise.

B. Eligibility for retiree health insurance and the scope of any such benefit for employees previously employed by Livingston County and hired by or transferred to the LCWSA without a break in service on January 1, 2019, is set forth in a separate Memorandum of Agreement.

Section 6 - Health Insurance Reopener

The parties agree to immediately reopen negotiations with respect to health insurance (Article 19), at the request of either party, in the event that legislative, regulatory action or other official guidance or judicial interpretation occurs that would impose, or potentially impose, new and/or additional costs for health insurance on the LCWSA or bargaining unit members, with the exception of a provider-issued premium increase. This provision will expire upon the execution date or effective date of a successor collective bargaining agreement, whichever occurs last, unless the parties agree to continue the provision into the successor collective bargaining agreement.

ARTICLE 20 UNIFORMS

Section 1 - Uniforms

The Employer shall provide the following clothing for the identification and protection of its employees:

For Building Maintenance Person, Building Maintenance Mechanic, Water/Wastewater Maintenance Person, Senior Building Maintenance Mechanic, Water Treatment Plant Operator Trainee, Wastewater Treatment Plant Operator Trainee, Plumber, Wastewater

Treatment Plant Operator, Water Treatment Plan Operator, Senior Water Treatment Plant Operator, Senior Wastewater Treatment Plant Operator One (1) pair of steel toed Boots (up to \$200.00 value), Five (5) t-shirts, One (1) sweatshirt, One (1) pair of Insulated Coveralls, One (1) High Visibility Insulated Jacket, One (1) pair of Work Gloves, One (1) pair of Insulated Work Gloves.

The employee shall provide laundering and maintenance. The Employer shall determine the cycle for normal replacement; the Employer shall replace uniforms that are damaged due to wear. The unusable or damaged garment shall be turned into the LCWSA office.

All employees, whether required to wear uniforms or not, must wear clean and presentable clothing appropriate to their assignment.

Section 2 - Clothing Allowance

The Employer shall provide an allowance not to exceed \$200 per calendar year for purchases of clothing (not covered under Section 1), including additional t-shirts and pants (denim jeans), to be worn while performing official work duties. Employees holding the following titles are entitled to the clothing allowance: Building Maintenance Person, Building Maintenance Mechanic, Water/Wastewater Maintenance Person, Senior Building Maintenance Mechanic, Water Treatment Plant Operator Trainee, Wastewater Treatment Plan Operator Trainee, Plumber, Wastewater Treatment Plant Operator, Water Treatment Plant Operator, Senior Water Treatment Plant Operator, Senior Wastewater Treatment Plant Operator. Employees shall submit receipts for reimbursement on a semi-annual basis (i.e. by June 1 and by December 1) to the LCWSA Office of the Executive Director. Such reimbursements shall be paid no later than at the time of the second paycheck in June and December of each year.

ARTICLE 21 CSEA REPRESENTATIVE

Section 1 - CSEA Delegates

CSEA may designate unit employees as CSEA's delegates. The Employer shall be notified of the names of the delegates thus designated. The Employer shall be notified at least two weeks in advance of the meeting that the delegates will be attending. CSEA delegates, as a group, shall be allowed five (5) days per year, with no loss of pay, to attend such delegate meetings. The granting of such leave shall be subject to the reasonable operating needs of the Employer.

Section 2 - Board of Director's Representative

CSEA's Board of Director's representative shall be permitted to attend, at no loss of pay, all Board meetings of CSEA, provided reimbursement for such Board of Directors meetings is made upon request of the employer from CSEA, Inc. CSEA will inform the Employer of the identity of its Board of Director's representative.

Section 3 - Grievance Representatives

CSEA may designate up to two (2) employees as grievance representatives. Employees designated as the grievance representatives shall be allowed to handle grievances of employees and to represent employees at all stages of grievance procedures with no loss in pay. Such representation shall not unduly interfere with any employee's performance of duties and should that occur, grievance handling may be scheduled during employee's free time, or after working hours.

Section 4 - Rules for Grievance Representatives

Functions and responsibilities of CSEA grievance representatives:

1. They shall be employees of the LCWSA.
2. Only those representatives certified to the Employer in writing will be recognized by the Employer as official representatives.
3. They shall be subject to the same rules and regulations as other employees except as otherwise provided herein.

Section 5 - Officers and Representatives

Officers and representatives shall be afforded such time off without loss of pay as may be required for the performance of their duties in regard to the interpretation, application and enforcement of this contract.

Section 6 - Access to Employees

CSEA's Staff Representative and CSEA's Insurance Representative shall be allowed access to the membership during working hours provided no inordinate work interruption occurs.

Section 7 - LCWSA Board and Committee Meetings

The Employer shall provide the CSEA with copies of all agendas of all LCWSA Board meetings and Committee meetings in advance of those meetings. Upon request of the Unit President, the Employer shall provide the Unit President with copies of minutes from any such meetings.

If the CSEA Unit President believes that a matter on the public portion of an agenda for a LCWSA Board or Committee meeting directly involves a matter related to the interpretation, application and/or enforcement of a specific provision of this agreement (other than Article 2 [Management Rights]), and wishes to send a CSEA representative to that meeting, the Unit President or his/her designee shall submit a union leave request form as described in Section 8 of this Article, checking the box for "interpretation, application or enforcement of the collective bargaining agreement", noting the specific contract section(s) involved and attaching a copy of the appropriate agenda with the agenda item(s) for which leave is sought circled. The Employer shall not unreasonably deny requests for paid union leave time. If the request is approved, one CSEA representative, designated by the CSEA Unit President, shall be allowed to attend the appropriate Board meetings and/or Committee meetings. If the meeting occurs during the representative's normal working hours, leave with pay shall be

provided pursuant to Article 21, Section 5 of this agreement. It is understood that if the discussion of the matter for which leave is granted concludes at the meeting more than one hour before the end of the representative's normal working hours, the representative shall return to his/her job for the duration of his/her normal working hours.

If CSEA wishes to send a representative to a LCWSA Board meeting or Committee meeting in any other circumstances which would occur during the representative's normal working hours, that representative must submit a request for personal, vacation, floating holiday, compensatory or unpaid leave for such time, in accordance with this agreement.

Section 8 - Union Leave Requests

Requests for paid union leave will be made on the agreed upon union leave request form, a copy of which is attached to this agreement as Appendix D. The procedures for requesting union leave are set forth on that form. The Employer has the right to request additional information from the Unit President or the requestor if the form submitted by the CSEA member is not specific enough for the Employer to make a determination as to the appropriateness of the requested leave. The Employer shall not demand the identification of specific employees who are meeting with CSEA representatives as a requirement for approval of union leave time. The Employer shall not unreasonably deny requests for paid union leave time. It is understood that only union officers, representatives and employees who are members of the CSEA full-time bargaining unit are eligible for paid union leave under the provisions of this Article.

ARTICLE 22 POSTING JOB VACANCIES

Section 1 - Posting Requirements

When a job vacancy (except in a Competitive Class Civil Service job) occurs in any job title listed in Article 29, Section 11 of this Agreement, notice of the vacancy shall be posted by the Employer at least ten (10) calendar days prior to the date on which said vacancy is to be filled. Said notice shall contain the job title of the vacant position and the minimum qualifications required for the position. The notice shall be posted on the LCWSA website and on a designated bulletin board.

Section 2 - Statement of Interest

Employees who wish to be considered for appointment to a vacant position shall submit a completed employment application for the position to the Executive Director or her/his designee not later than ten (10) calendar days after the date on which notice of said vacancy was posted.

Section 3 - Filling if no Applicants

If no employee applies for a posted vacant position or no applicant is considered qualified, the vacancy will be filled in any manner the Employer deems appropriate.

Section 4 - Temporary Appointments

Nothing in this Article shall prevent the Employer from filling a posted job on a temporary basis until the posting procedure is completed, and the selected employee can enter the posted job.

Section 5 - Civil Service Examinations

When a Civil Service Examination for LCWSA positions is held on employee's normal and regularly scheduled work day, such employee will be permitted time off with pay to attend and take such tests, provided the employee has at least six months of service at the time. Employees will be expected to be at work for all hours on such days except for the time necessary to attend and take such tests. The Employer will provide paid time off for up to two such tests per calendar year, however, an employee may take additional tests on his/her own time.

Section 6 - Informational Postings of Competitive Positions

The LCWSA will cause to be posted for information purposes only all competitive class job vacancies in LCWSA positions, so that interested employees may indicate their interest to the Executive Director or her/his designee in the area where the vacancy exists.

ARTICLE 23 GRIEVANCE PROCEDURES

Section 1 - Definition of Grievance

For the purpose of this Agreement a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement and the Employer arising out of the application or interpretation of this Agreement, shall include all discipline or discharges by the Employer during its terms, and any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of a government or a department or agency thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law. Probationary employees as defined in Article 8 shall have no recourse to the grievance procedure when discharged or disciplined within their probationary period, except as otherwise provided in Article 8, section 2.

Section 2 - Substitution of Grievance Procedure: General Municipal Law

It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this article applies to and is intended as a substitute or an alternative for the grievance procedure which the employer previously adopted under the terms of Article 16 of the General Municipal Law and which is required by said law.

Section 3 - Substitution of Grievance Procedure: Civil Service Law

It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Article applies to and is intended as a substitute or an alternative for any action permitted by or required of the Employer under any article of the State or Local Civil Service Law or Rules, dealing with the discipline or discharge of an employee regardless of their Civil Service status.

All issues or rights other than discipline or discharge arising under the Civil Service Law shall be resolved under that Law and shall not be considered grievances for purposes of this Agreement.

Section 4 - Grievance Procedure

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein and such grievance shall be settled in accordance with the following procedure:

Step 1 - The grievance shall be presented in writing by the aggrieved employee to the Executive Director or her/his designee with or without his CSEA Representative, at the employee's option and within fifteen (15) working days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the Executive Director or her/his designee does not result in resolution of the grievance, then within fifteen (15) working days of the Step 1 grievance decision or, if no response, within thirty (30) working days from submission of the grievance, whichever is earlier, all such grievances shall move to Step 2 below. For purposes of this Article and Article 24, working days shall be defined as Monday through Friday, excluding LCWSA holidays.

Step 2 - The aggrieved employee may submit his/her grievance to the member of the LCWSA Board of Directors' Governance Committee designated for such purposes who within fifteen (15) working days after he/she receives the written grievance will convene a meeting between the aggrieved employee, his/her CSEA representative and him/herself and/or other representatives of the Employer, for the purpose of resolving the grievance. If the grievance is not resolved within fifteen (15) working days following said meeting, the grievance may be submitted to arbitration.

Section 5 - Advancement if Failure to Answer

Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next step.

Section 6 - Discipline or Discharge

Any claim that any employee covered by this agreement has been discharged or disciplined unfairly shall be processed in accord with this Article, and such employee's rights under this Agreement shall be limited to those provided by this Article.

Section 7 - Notice of Discipline

An employee against whom disciplinary action is taken shall receive a notice of the action and the reasons for it at least five (5) working days prior to Step 2 of the grievance procedure, or if the case is one which goes to arbitration immediately, then such notice will be given ten (10) working days after notice of arbitration is received by the Employer. The notice of disciplinary action shall include a description of the alleged acts and conduct causing the discipline. In no event will the failure to deliver the notice provided for herein, or the contents of the notice be used in an arbitration hearing or by an arbitrator to limit the rights of either party. If notice is not delivered, CSEA has the right to demand said notice from the Executive Director or her/his designee. Should he/she fail to deliver said notice within 24 hours, CSEA has the right to submit grievance directly to arbitration.

ARTICLE 24 ARBITRATION PROCEDURE

Section 1 - Request for Arbitration

In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure or having moved through the grievance procedure by default, then not later than fifteen (15) working days after a written decision is issued at the second step, or if no written decision is issued, not later than fifteen (15) working days after the time limits required by the steps in the grievance procedure for resolving the grievance have run, CSEA must notify the Employer in writing of its intent to submit the grievance to arbitration if it intends to pursue the grievance to arbitration. Such notice shall be mailed first class mail by CSEA to the Executive Director or her/his designee, with a copy to the member of the LCWSA Board of Directors' Governance Committee designated to convene the Step 2 grievance meeting. CSEA shall have thirty (30) calendar days from the date of such notice to request a list of seven (7) arbitrators from the Public Employment Relations Board panel, from which the Employer and CSEA shall select an arbitrator by striking names alternately until one (1) remains who shall be designated as the arbitrator for the grievance in question. If dissatisfied with the original list, each party has the right to request up to two additional lists. Compliance with the time limits for submitting a notice of intent to arbitrate and a request for an initial list of arbitrators shall be a condition precedent to arbitration. Failure to submit a notice of intent to submit a grievance to arbitration or request a list within the specified time shall thus bar the grievance from proceeding to arbitration. Once an arbitrator is selected, the parties shall request an arbitration date and shall make a good faith effort to process the grievance in a timely manner.

Section 2 - Parties to Arbitration

Notwithstanding anything in Article 4, Article 23, or this Article, an employee may only be represented in grievance and arbitration proceedings by a CSEA local/staff representative or CSEA appointed attorney.

Section 3 - Authority of Arbitrator

The arbitrator shall have no power to add to, subtract from or modify any of the provisions in this Agreement.

Section 4 - Grievances Presented to Arbitrator

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

Section 5 - Back Pay Awards

All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his employment with the employer, less any other compensation for personal services or unemployment insurance that the employee has received from any source during said period.

Section 6 - Decision of Arbitrator

The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of hearing room shall be shared by the employer and CSEA. 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 the expense of witnesses or participants called by the other.

ARTICLE 25 SENIORITY

Section 1 - Application of Article

The whole of this Article shall apply only to the non-competitive and labor class employees of LCWSA, except as specifically provided in Section 2 of this Article. Seniority for competitive class employees shall be determined according to Civil Service Law. There shall be no seniority among probationary employees. Seniority for employees covered by this Agreement means an employee's length of continuous service since his/her last date of hire with LCWSA or, for those employees previously employed by Livingston County and hired by or transferred to the LCWSA without a break in service on January 1, 2019, his/her last date of hire with Livingston County prior to the hire by or transfer to the LCWSA, as set forth in a separate Memorandum of Agreement.

Section 2 - Termination of Seniority

An employee's continuous service and all of his seniority rights shall be terminated by any of the following:

1. Voluntary quit;
2. Discharge;
3. Retirement;
4. Failure to report for work three (3) consecutive working days without prior notification to the Employer of reasons for such absence shall be considered a voluntary quit beginning the first day of such absence;
5. Failure to return from an approved leave of absence on the scheduled date of return;

6. Has been laid off for a period of six (6) consecutive calendar months;
7. Has been on a sick leave, paid or unpaid for a period of twelve (12) consecutive calendar months; or
8. Fails to report to work on the agreed date of a recall from layoff.

Items 4, 5 and 7 of this Section shall also apply to employees in the competitive class.

Section 3 - Layoff

In the event that it becomes necessary to lay off employees for any reason, they shall be laid off by job title in inverse order of their seniority with the Employer.

Section 4 - Recall

Employees who are laid off from non-competitive or labor class titles shall have their names placed on a contractual preferred list for a period of four years from the date of the layoff. Persons on such lists shall be entitled to recall rights as described herein.

Employees in a layoff status shall be recalled from layoff on the basis of their seniority within their job title. Notice of recall shall be sent to the employee's last known address by certified mail. If the employee fails to notify the Executive Director or her/his designee within five (5) calendar days after receipt of mailing of such notice of recall that he intends to return to work, such employee shall be deemed to have quit. It shall be the laid off employee's obligation to inform the Office of the Executive Director in writing of any address changes during the term of the preferred list. Failure to deliver the notice of recall because of an employee's failure to notify the Office of the Executive Director of an address change or due to the employee failing to accept the mailing shall relieve the Employer of any obligation to recall the employee.

After giving such notice of intent to return, if the employee fails to be available within ten (10) calendar days after the mailing of such recall notice such employee shall be deemed to have quit.

The provisions of the above paragraph shall apply unless the Employer and the employee have agreed upon a date for return to work at the time the layoff occurred. In that event the employee, if he fails to report to work on such agreed date, shall be deemed to have quit.

No new employees shall be hired into a job title until all employees who are on layoff status from that job title have been offered recall.

Section 5 - Seniority for Same Date Hires

If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the last four (4) digits of their social security numbers, with the lowest number indicating the highest level of seniority.

Section 6 - Special Starting Wages

Any person hired by the LCWSA who does not have experience in a particular position shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage unless deemed appropriate by the Employer. If a higher wage is paid to the new employee, all salaries or hourly wages of employees involved in the same work will be increased by the difference between the starting wage or salary and the wage or salary paid to the new employee.

Section 7 - Wages and Benefits for Persons Rehired Following Lay Off

Employees who are laid off from this bargaining unit by the Employer and who are subsequently rehired to this bargaining unit within a four-year period shall be entitled to the following treatment upon rehire:

- a. Date of Hire. The date of hire shall be the date of hire used for the employee by the Employer immediately preceding his/her lay off. This date shall be the employee's seniority date and shall be used for the calculation of wages and benefits.
- b. Probationary Period. For competitive class employees, the probationary period shall be as provided by Civil Service Law. For all other employees, the probationary period shall be as defined by this agreement. If the employee successfully completed probation prior to his/her lay off, no further probationary period shall be required. If the employee did not successfully complete probation prior to his/her lay off, the employee must serve a probationary period.
- c. Sick Leave. If the employee had sick time in his/her accrual account prior to lay off, such time shall be reinstated to him/her.
- d. Personal Leave. Prorated personal leave time shall be accrued on January 1st.³
- e. Floating Holidays. Floating holidays will be accrued on January 1.
- f. Vacation. Prorated vacation will be accrued on the employee's anniversary date.
- g. Health Insurance. If the employee was eligible for health insurance benefits prior to lay off, the employee will be eligible after rehire on the first of the month following one full month of employment, or at an earlier

³Proration of benefits shall be calculated as follows:

Number of calendar days on payroll during the year ÷ 365 = Percentage of year worked
Percentage of year worked x Normal benefit hours = Prorated benefit hours

date if necessary in order to avoid possible Affordable Care Act penalties associated with the failure to offer coverage. If the employee was not eligible for health insurance benefits prior to lay off, the employee will be eligible for health insurance after rehire as provided by this agreement for new employees. The employee's contribution level toward the cost of insurance shall be based upon his/her date of hire as described in paragraph a of this section.

- h. Wages. If the employee is rehired to a title having the same grade as held immediately prior to the layoff, the employee's wage will be at the same grade and step held immediately prior to lay off. If the employee is rehired to a title having a different grade from the position held immediately prior to lay off, the employee's wage will be calculated using the promotion/demotion wage provisions of this agreement. The "current" wage used in these calculations shall be the wage which is at the same grade and step as held immediately prior to the layoff. Longevities will be calculated based upon the date of hire.

ARTICLE 26 PAYROLL DEDUCTIONS

The employer may afford payroll deduction for a credit union, a deferred compensation plan, a health savings account (HSA), United Way contributions and direct payroll deposit.

ARTICLE 27 SENIORITY LIST

The employer shall provide to CSEA within fifteen (15) days of January 1st of each year, a seniority roster of all employees.

ARTICLE 28 LONGEVITY PAYMENTS

After five (5) years of continuous full-time employment with the Employer, an employee will receive an annual longevity payment equal to seventy-five dollars (\$75) for each year of service, up to a maximum of \$1,500.00 per year. An employee who meets the above criteria will be granted a longevity payment if in the preceding year the employee was not the subject of any disciplinary action or proceeding as a result of which the employee received a suspension or greater penalty. Longevity payments granted to employees will be paid not later than the next payroll period following the employee's anniversary date of hire.

This Article will apply to all employees hired on or after January 1, 2021. Employees hired by or transferred to the LCWSA prior to January 1, 2021 and who continue to be employed without a break in service will not be entitled to such longevity

payments and will be entitled, instead, to longevity increments as set forth in a separate Memorandum of Agreement.

ARTICLE 29 PAY AND WORK WEEK

Section 1 - Work Week

The basic work week shall be forty (40) hours. Any changes will be by mutual agreement.

Section 2 - Pay Day

The pay day shall be every other Friday, unless unusual circumstances should occur. All employees shall participate in Employer's direct deposit program, and compensation shall be delivered to them by direct payroll deposit into their designated individual bank accounts. Such accounts shall be located at banks which participate in Employer's direct deposit program.

Section 3 - Notification of Wage Changes

When there is any change in salary or pay rate effective the first day of the first full pay period following January 1st of any year, each employee shall be supplied by the employer with written notification of his grade, step, salary and hourly rate.

Section 4 - Wages (Step Placement) upon Promotion or Demotion

An employee who is promoted to a position in a higher Wage Grade will be placed on the step in the higher Wage Grade effective the first full pay period following promotion as follows:

Promotion of 1 Wage Grade:	Employee stays at Current Step in new Wage Grade
Promotion of 2 Wage Grades:	Employee placed one Step back in new Wage Grade
Promotion of 3 Wage Grades or more:	Employee placed two Steps back in new Wage Grade

Demotions shall be made by moving the employee to the step in the grade of the job to which they are demoted that is the closest to the hourly rate they now earn but which does not result in a wage increase.

The date of promotion or demotion will constitute the new anniversary date for step movement purposes only pursuant to Section 8 below.

Section 5 - Call-In Pay

An employee who is called in to work on a non-work day shall receive a minimum of four (4) hours pay at his overtime rate. An employee who is recalled to work after

completing his regular work shall receive a minimum of four (4) hours pay at his overtime rate. However, if an employee is called in or recalled prior to the start of his regularly scheduled work shift, and remains at work for that shift, the employee shall be paid only for those hours worked.

Employees who are called in to work are entitled to call in pay regardless of whether the work is voluntary or mandatory. An employee who is pre-scheduled to report to work early on a regular work day is not entitled to call in pay. "Voluntary" as used in this paragraph means the employee may refuse or accept the request to work. "Mandatory" as used in this paragraph means the employee is required to work. "Pre-scheduled" as used in this paragraph means the employee is provided with notification of the work by the end of the employee's shift on the immediately preceding work day or twenty-four hours in advance of the start time of the work in question, whichever occurs last.

For purposes of this Section, each call-in requiring four (4) hours' minimum pay will be measured from the time the employee pulls out of his/her home driveway to attend to the call. In the event the employee is required to attend to additional calls before he or she returns to his/her home driveway from the initial call-in, he/she will not be entitled to an additional four (4) hours of minimum pay at his/her overtime rate. He/she will be entitled to the greater of four (4) hours' call-in pay or the number of hours worked, at his/her overtime rate, as applicable.

Additionally, if an employee receives additional call-ins within two (2) hours of the time of the initial call-in, he/she will not be entitled to an additional four (4) hours of minimum pay at his/her overtime rate. He/she will be entitled to the greater of a total maximum of four (4) hours' call-in pay or the number of hours actually worked, at his/her overtime rate, whichever is greater.

Section 5A - On-Call Pay

Employees who are required to be on-call at a time during which the LCWSA is not open for normal business operations, shall receive the on-call designation for each such day and be compensated in accordance with the following:

Day	Rate
Weekday	\$30
Weekend days	\$45
Regular Holidays	\$100
Special Holidays	\$150

"Special Holidays" are: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. "Regular Holidays" are the remaining set holidays specified in this agreement (not including floating holidays).

Section 5B - On Call Definitions

The following definitions apply only to the on call provisions of this Agreement.

“*Weekdays*” are defined as Monday through Friday excluding LCWSA holidays.

“*Weekend days*” are defined as Saturdays and Sundays excluding LCWSA holidays.

“*Holidays*” are defined as the holidays specified in Article 15, §1 of this agreement, excluding floating holidays. On call pay for holidays shall be provided on the actual date of the holiday, not the date on which it is celebrated per Article 15, §3 of this agreement, if the dates differ.

“*Day*” is defined as the date on which the on call duty begins.

Section 5C - Emergency Calls

While on call, employees will receive the following compensation for calls received as follows:

Phone Call #1 – Minimum of 0.25 hours (or length of call, whichever is greater, rounded to the nearest quarter hour);

Phone Call #2 – Minimum of 0.25 hours (or length of call, whichever is greater, rounded to the nearest quarter hour);

Phone Call #3 and subsequent calls – Cumulative total duration of calls, rounded to the nearest quarter hour.

The above compensation would be for each on-call “weekday,” “weekend day,” “regular holiday,” or “special holiday” period.

Section 5D - Computer Use (in response to Emergency Calls)

While on call, employees will receive compensation for time expended to remotely address emergency calls generated through the Supervisory Control and Data Acquisition (SCADA) system. The employee will be compensated a minimum of 0.25 hours or the actual duration of computer use time, whichever is greater, for each on-call “weekday,” “weekend day,” “regular holiday,” or “special holiday” period, starting from the time the employee logs on to the computer/laptop to the time the employee logs out of the computer/laptop. Employees are expected to log out of the computer immediately following completion of the response, and to log in and out as necessary to follow-up on any response. Employee failure to appropriately log out or to otherwise abuse the log-out requirement to inflate compensation will constitute misconduct and subject the offending employee to potential disciplinary action.

Section 6 - Overtime

Overtime shall be paid at one and one-half (1½) times the employee's regular hourly rate of compensation for all hours over forty (40) per week. There shall be no pyramiding of overtime.

All paid absences including but not limited to sick leave, personal leave, etc., shall count as time worked in the computation of overtime.

All overtime provided to bargaining unit members shall be as equally distributed as possible among the employees within the same job title.

Section 7 - Wage Grade for New Positions

When a new job is created, it shall be placed by the Employer in a reasonably comparable existing grade in Section 11 with written notice to the President of CSEA. If the CSEA disagrees with such placement, they may grieve but the resolution of such grievance, including a resolution in arbitration, shall be limited to placement of the job within the grades contained in Section 11 of this Article.

Section 8 - Step Movement Wage Rate Increases

Upon hire, each new employee will be placed at the New Hire rate in the grade corresponding with the job title on the applicable Rate Schedule. Thereafter, each eligible employee will move to Step 1 and then to each successive step in the applicable Rate Schedule beginning on the first day of the first full pay period following his/her anniversary date. To be eligible for such step movement, the employee must have actively worked at least six (6) months during the prior year, measured from his/her anniversary date. An employee who does not actively work at least six (6) months during the prior year, measured from his/her anniversary date, will not be eligible for step movement until his/her next anniversary date.

As set forth in Section 4 above, the date of promotion or demotion will constitute the new anniversary date for step movement purposes only as set forth in this Section.

Section 9 - General Wage Increases

All employees on the payroll on or after the date of execution of this agreement shall be paid in accordance with the attached rate schedule for 2021, effective on the first day of the first full pay period following January 1, 2021. The 2021 rate schedule shall be as stated in this agreement. Accordingly, on the first day of the first full pay period following January 1, 2021, eligible employees will move to the 2021 Rate Schedule at their respective steps.

Effective on the first day of the first full pay period following January 1, 2022, wages shall be increased by two and one-quarter percent (2.25%) across the board applied to the rate schedule in effect on December 31, 2021 as set forth in the 2022 Rate Schedule set forth in this Agreement. Accordingly, on the first day of the first full pay period following January 1, 2022, eligible employees will move to the 2022 Rate Schedule at their respective steps.

Effective on the first day of the first full pay period following January 1, 2023, wages shall be increased by two and one-quarter percent (2.25%) across the board applied to the rate schedule in effect on December 31, 2022 as set forth in the 2023 Rate Schedule set forth in this Agreement. Accordingly, on the first day of the first full pay period following January 1, 2023, eligible employees will move to the 2023 Rate Schedule at their respective steps.

Effective on the first day of the first full pay period following January 1, 2024, wages shall be increased by two and one-half percent (2.5%) across the board applied to the rate schedule in effect on December 31, 2023 as set forth in the 2024 Rate Schedule set forth in this Agreement. Accordingly, on the first day of the first full pay period following January 1, 2024, eligible employees will move to the 2024 Rate Schedule at their respective steps.

Section 10 - Temporary Assignments

Employees who are temporarily assigned to perform the duties of a job classification which is different than their own for a period in excess of twenty consecutive working days, will be paid the rate of the classification to which they are temporarily assigned, if the pay for such classification is higher. Such higher pay will begin no later than the twenty-first day. The pay rate for the temporary promotion will be calculated as presently described in Article 29, Section 4. If the temporary classification is in a lower pay grade, there shall be no reduction of pay during the temporary assignment.

The application of Paragraph 1 above shall not be grievable or arbitrable under this agreement, but a complaint may be filed with the Executive Director or her/his designee.

No employee shall be promoted or demoted to a temporary assignment under this agreement that does not meet the qualifications of the position.

Upon the completion of the temporary assignment, the employee will be reinstated to their permanent position at the rate of pay they were receiving prior to the assignment, unless rate change would have occurred had the employee not taken the temporary assignment (longevity, across the board percentages, etc.).

Section 11 - Wage Grades

Grade	Title
1	
2	Clerk Clerk/Typist
3	Custodial Worker
4	Telephone Operator
5	
6	Account Clerk Groundskeeper
7	Account Clerk/Typist Audit Clerk Building Maintenance Person Laborer Records Inventory Clerk Senior Clerk Senior Typist
8	
9	Senior Account Clerk Senior Account Clerk/Typist
10	Administrative Secretary Engineering Aide Principal Clerk Principal Typist
11	Building Maintenance Mechanic Water/Wastewater Maintenance Person
12	Senior Building Maintenance Mechanic Water Treatment Plant Operator Trainee Wastewater Treatment Plant Operator Trainee Working Foreperson
13	Electrician Plumber Wastewater Treatment Plant Operator Water Treatment Plant Operator Welder/Fabricator
14	Administrative Assistant Engineering Technician
15	Principal Account Clerk Senior Wastewater Treatment Plant Operator

ARTICLE 30 DEFERRED COMPENSATION PLAN

The Employer has adopted the New York State Deferred Compensation Plan (NYSDCP) for the voluntary participation of its employees. This plan is an eligible deferred compensation plan as defined under Section 457(b) of the Internal Revenue Code. It permits monies to be set aside via pre-tax payroll deduction to help supplement post-retirement income from Social Security and employer-sponsored pension plans.

Employees are eligible to participate in the Plan immediately upon hire. For employees who authorize such payroll deductions, the Employer agrees to transmit said deductions to the NYSDCP in accordance with New York State regulations.

ARTICLE 31 LEAVE OF ABSENCE

Section 1 - Eligibility for Contractual Leave

The Employer may authorize leaves of absence with or without pay for a period or periods not to exceed one (1) year for the following purposes: attendance at a college, university, or business school for the purpose of training in subjects related to the work of the employee and the Employer, maternity/paternity leave to care for a newborn or newly adopted child, or for other urgent personal business.

Section 2 - Leaves for Disability

Upon application of an employee, the employer will authorize a physical disability leave of absence. An employee may use sick leave for days during this leave on which they are physically unable to work.

Section 3A - Requests for Leave

If an employee will be absent for more than two consecutive weeks (14 calendar days), the employee must submit a written request for a leave of absence to the Executive Director or her/his designee for review and approval. In addition, if a leave is for a purpose covered by the Family and Medical Leave Act the employee must submit a request for Family and Medical Leave to the Office of the Executive Director. All requests shall be submitted in writing stating the reason for the requested leave and the date when the requested leave is to begin and end.

Section 3B - Civil Service Leaves of Absence

Requests for leaves of absence as provided by Civil Service Law, shall be submitted to the Executive Director for review and approval. Should the leave of absence be disapproved, the employee may meet with the member of the LCWSA Board of Directors' Governance Committee designated for such purposes to appeal this decision. All requests shall be submitted in writing stating the reason for the requested leave and the date when the requested leave is to begin and end.

Section 4 - Failure to Return to Work

Failure to return to work by an employee who has been granted a leave of absence on the date designated for return to work shall be deemed to be a resignation of employment with the Employer.

ARTICLE 32 JURY DUTY

Employees covered by this agreement who are selected for jury duty shall receive paid leave, not to exceed ten (10) working days annually, when attendance as a juror is required by the court on regularly scheduled working days of the employee. A full day's pay for each day of jury service will be paid if the employee does not work his/her full shift. Employees on such leave will remit to the Employer all remuneration received for jury duty service, except for monies paid for the reimbursement of travel and parking. Employees requesting payment for jury duty must notify their supervisor immediately upon receipt of a subpoena for jury duty as a condition of payment. An employee summoned to jury duty will cooperate with the Employer in a request for deferral of or excuse from jury duty whenever, in the Employer's judgment, such request is appropriate. An employee on jury duty shall report to work whenever his/her presence for jury duty is not required during his/her normal working hours. Accordingly, the employee must report to work immediately, without delay, following notice he/she has been excused from jury duty by the court on any day.

ARTICLE 33 DRUG AND ALCOHOL TESTING

Section 1 - Substances Employees may be tested for: alcohol, cocaine, marijuana, opiates, amphetamines, phencyclidine, methamphetamine, methylenedioxymethamphetamine and any other substances for which testing is required under FMCSA regulations for persons with commercial drivers' licenses who perform safety sensitive functions.

Section 2 - Types of Testing Employees are subject to the following types of testing:

Reasonable Suspicion. The employer may send an employee for testing if it has reasonable suspicion that the employee, while on duty, is under the influence of a substance listed in Section 1. Reasonable suspicion shall be based upon behavior, physical appearance, or other characteristic or occurrence which is recognized as a symptom of impairment, including an arrest for a drug or alcohol related offense or other documented evidence of improper drug or alcohol use.

Post-Accident If an on-duty employee has an accident while operating a motorized vehicle or motorized equipment which causes an injury or property damage, the employer may send the employee for testing.

Follow Up If the employee returns to work after a positive substance test, the employer may require follow up testing as a condition of the return to work. The employer may determine when and how frequently follow up testing will be used.

Section 3 - Confidentiality The Employer will handle the testing of employees and results of such testing in a confidential manner. Instructions to report for testing will be done in a private setting whenever possible. Results will be disseminated on a need to know basis only.

Section 4 - Testing Procedures The following testing procedures shall be followed:

Notice of Requirement to Submit to Testing The employer will instruct the employee to report for testing. The employer will inform the employee of when and where to report for such testing. Any employee who is required to submit to testing may consult with legal counsel or a union representative within the 30-minute period immediately following notification of the requirement to submit to testing. Immediately after consultation with counsel/union representative or the end of the 30-minute period, whichever occurs first, the employee shall report directly to the testing site. Any delay in this process shall be deemed a refusal to submit to testing.

Employee Submits to Testing The employee will submit to testing as required by the employer. If the employee is being sent for reasonable suspicion testing, the LCWSA will provide a driver to transport the employee to and from the testing site. The employee may ask a person to accompany him/her to the test. Such a request will be permitted so long as it does not delay the employee in reporting to testing for more than 30 minutes from the time the employee is instructed to report. If the person asked to accompany the employee to the test is an on-duty employee, that person may leave work only if approved by his/her supervisor; and, missed work time will not be paid unless the employee uses appropriate leave accruals. Employees who are sent for testing must complete all necessary forms and releases. An employee who refuses to cooperate with any aspect of testing will be subject to disciplinary action which may include termination of employment.

Employee Discloses Medications The employee will disclose his/her medications to the testing agent as directed.

Testing An evidential breath testing device will be used for alcohol tests. Drug tests will be performed by urinalysis. In the event that an employee is unable to produce enough breath for a breath alcohol test or enough urine for a drug test, a blood sample will be drawn and will be tested to determine blood alcohol concentration level and/or the presence of drugs. Split samples will be taken for drug tests. The urinalysis shall be performed by a laboratory certified under the National Laboratory Certification Program. Tests will be performed by a qualified person or entity other than LCWSA or a LCWSA employee.

Results The testing agent will notify the employer of the results. If necessary, the employee will sign a release and/or authorization acceptable to the testing agent to authorize and direct the provision of final test results to the employer. The employer will notify the employee of the results promptly. In the case of negative test results, the employer will notify the employee in writing mailed first class mail to the employee's last known home address. In the case of positive test results, the employer will notify the employee in writing which shall be either hand delivered to the employee or mailed by certified mail, return receipt requested, to the employee's last known home address. A positive test result for alcohol will be a 0.04 or higher blood alcohol concentration level. A positive test result for drugs will be the detection of a substance.

Challenging Test Result If an employee wishes to challenge a positive drug test result, he/she must request a second analysis within 72 hours of his/her receipt of notice of the positive test result. The second half of the split sample will be analyzed by a different certified laboratory.

Cost of Test The cost of the test(s) shall be paid by the employer.

Payment of Employee Employees shall be paid for testing time, including travel time to and from the test or collection site. This time shall be treated as time worked.

Section 5 - Effect of Positive Test Result The effect of an employee's positive test result shall be as follows:

First Offense After the first positive test, the employee will be referred to a Substance Abuse Professional ("SAP") selected by the employer. The SAP will evaluate the employee and recommend appropriate treatment. If the employee wishes to use a specified treatment professional/facility, he/she must inform the SAP of his/her preference. If the SAP determines that the suggested professional/facility is properly qualified to carry out the recommended treatment, the SAP shall approve the professional/facility. If the SAP determines that the suggested professional/facility is not properly qualified to carry out the recommended treatment, the SAP shall designate one or more professional(s)/facility that the employee may use. Any professional/facility which is approved for treatment must: (1) provide the recommended treatment, and (2) make regular reports to the SAP regarding the employee's compliance with the treatment program and his/her progress. If the professional/facility fails to do either or both of these things, the SAP may require the employee to seek treatment from another source. The employee must follow the treatment recommendations of the SAP. If the employee complies with these requirements and is fit to return to work within one year from the date of the positive test, then the employee may return to duty, subject to any follow up testing requirements specified by the employer. Otherwise, the employee may be discharged. An

employee may use leave accruals to receive pay while seeking treatment, otherwise this period of time will be a leave without pay.

Other Offense For subsequent offenses that occur within a two-year period from the time of the previous offense, the employer may discharge the employee immediately.

Section 6 - Notice to Employees The employer will post a copy of the testing policy and procedure on a bulletin board designated for such policy postings.

Section 7 - Supervisor Training The LCWSA will provide training to supervisors concerning the signs and symptoms of drug and alcohol use and/or abuse, and the proper procedures for employee testing. Any employee testing referrals must be made by a trained supervisor.

Section 8 - Commercial Motor Vehicle Drivers A number of LCWSA employees are subject to Federal Department of Transportation ("DOT") drug and alcohol testing requirements. In the case of these employees, if any provision of this Article is in conflict with the DOT requirements, the DOT requirements shall control.

Section 9 - Right to Grieve Nothing herein shall be deemed a waiver of an employee's right to file a grievance as permitted under this collective bargaining agreement.

Section 10 - Other Drug and Alcohol Offenses

A. **Possession** Employees shall be prohibited from possessing alcohol and/or illegal drugs in the workplace and/or on LCWSA property. (This prohibition shall not include an employee's possession of legal alcoholic beverages on LCWSA property if such beverages are locked in the employee's private personal vehicle.) Improper possession of illegal drugs and/or alcohol in the workplace and/or on LCWSA property may be grounds for discipline up to and including termination of employment.

B. **Alcohol Consumption** Employees shall be prohibited from consuming alcohol at any time an employee is performing work duties for the LCWSA and during authorized break periods. Consumption of alcohol at such times shall be grounds for discipline up to and including termination of employment. This prohibition shall not include an employee's consumption of alcohol as a part of a required and LCWSA authorized and/or supervised training program.

C. **Drug and Alcohol Arrests**

a. **Alcohol Arrests**

i. **On duty** Employees shall immediately report to the Executive Director any on duty arrests for alcohol related offenses. "On duty"

as used in section 10 of this Article shall include periods of time an employee is assigned to be on call.

- ii. Off duty Employees shall immediately report to the Executive Director any off-duty arrests for alcohol related offenses if such arrests may be relevant to their LCWSA job duties.

Offenses may be relevant to an employee's job duties if:

- (a) The employee drives a motor vehicle as a part of his/her LCWSA job duties;
 - (b) The arrest occurred while the employee was commuting to work.
- b. **Drug Arrests** Employees shall immediately report to the Executive Director any on duty or off duty arrests for drug related offenses.
 - c. **Further Reporting** For those required to report arrests pursuant to paragraphs a and b above, employees shall also be required to notify the Executive Director of court dates connected with the charges and of the final disposition of the case. The employee shall also provide copies of court documents evidencing court dates and final case disposition if requested by the Executive Director.
 - d. **Conviction** A conviction for an on-duty or off-duty drug and/or alcohol related offense may be grounds for discipline up to and including termination of employment.

ARTICLE 34 SNOW DAY POLICY

A. Definition of Snow Day

A "snow day" occurs when all Livingston County roads are closed by the Livingston County Sheriff due to severe inclement weather or other County-wide disaster. A snow day shall last from the time the Sheriff announces that the roads are closed until one hour after the Sheriff announces that the roads are open.

B. Employee Responsibilities on Snow Days

There are two groups of employees: (1) essential employees, and (2) non-essential employees. Essential employees will be designated by the Executive Director, and a list of essential employees will be posted. Essential employees may be designated by job titles or employee names. The lists may be modified by the LCWSA as needed. All employees/job titles not on the list are non-essential employees. If the Executive Director does not post a list, all employees are non-essential. Copies of essential employee lists shall be provided to the CSEA Local President for information purposes by the Executive Director upon creation or revision.

Essential employees are required to report as scheduled for duty on all snow days. Non-essential employees are not required to report for duty on snow days.

C. Compensation on Snow Days

1. Employees Who Work An employee who works on a snow day shall receive normal pay for all time worked as provided under the CSEA contract.
2. Employees Reporting to Work within One-half Hour If an employee makes diligent efforts to report to work on time, and reports to work within one-half hour of his/her scheduled start time, the employee will be paid for the missed time as if he/she had worked.
3. Employees Reporting to Work more than One-half Hour Late
 - a. **Essential Employees** If an essential employee reports to work more than one-half hour late, the employee will not be paid for the missed work time unless he/she made diligent efforts to report on time but could not. If an essential employee made diligent efforts, he/she must choose a payment option for all of the missed work time.
 - b. **Non-essential Employees** Non-essential employees who report to work more than one-half hour late must choose a payment option for all of the missed work time.
4. Employees Leaving Work Early – Personal Choice If an employee leaves work early by his/her own decision, with authorization from the employee's supervisor, the employee must choose a payment option for the missed work time. If an employee leaves work without authorization, the employee will not be paid for the missed work time.
5. Employees Leaving Work Early – LCWSA's Choice If an employee is directed to leave work early by the Executive Director or his/her designee, the employee will be paid for his/her entire scheduled work shift as if he/she had worked.
6. Employees who Fail to Report for Work
 - a. **Essential Employees** If an essential employee fails to report to work, the employee will not be paid unless he/she made diligent efforts to report to work but could not. If an essential employee made diligent efforts to report, he/she must choose a payment option for the missed work time.
 - b. **Non-essential Employees** Any non-essential employee who fails to report to work for any part of the scheduled shift must choose a payment option for the missed work time.

7. Employees Required to Work Beyond End of Shift Any employee who is required by the LCWSA to work beyond the end of his/her shift shall be paid for all time worked pursuant to this Agreement. Any breaks or rest periods of less than five hours in duration which the employee spends at the workplace between active periods of work shall be treated as time worked; however, any meal periods which are normally unpaid, shall continue to be unpaid.
8. Payment Options for Missed Work Time An employee who misses work time and must choose a payment option may choose from among the following:
 - a. **Flex Time** The employee may request to work at another time during the same pay period as the snow day. Such a request will be considered by the Executive Director in his/her sole discretion. If a flex time request is denied, the employee must choose another payment option.
 - b. **Leave Accruals** Employees may use any one or more of the following accruals to receive pay for missed work time: vacation, personal leave and floating holidays.
 - c. **Authorized Absence without Pay** An employee with leave accruals may elect to forego pay for the missed work time. An employee without leave accruals will not receive pay for the missed work time.

D. Excusing Absence/Tardiness

1. Essential Employees The absence or tardiness of an essential employee will be excused if the employee made diligent efforts to report to work as scheduled but was unable.
2. Non-Essential Employees The absence or tardiness of a non-essential employee will be excused on snow days.

E. Diligent Efforts to Report to Work

Any employee who claims that he/she made diligent efforts to report to work as scheduled shall complete a "Diligence Statement," attached as Appendix E, and submit it to the Executive Director within one week from the date of the snow day. Diligence Statement forms will be supplied to employees upon request by the Executive Director.

F. Illness or injury on Snow Day

If an essential employee is unfit for duty on a snow day due to his/her own illness or injury, the employee must provide a statement from the employee's health care professional which indicates that in that professional's opinion, the employee was unfit for work on the snow day. If the employee provides such a statement within two business days after the snow day, the employee will be permitted to use sick time for

the absence. If an employee is on a pre-approved medical or FMLA leave of absence on the date of the snow day or if the employee was absent on the day preceding the snow day due to his/her illness or injury, the employee will not be required to provide a health care professional statement in order to use sick time for the absence. ("Health care professional" as used herein means a doctor, registered physician's assistant, nurse practitioner, or other medical professional authorized by New York State Law to diagnose and treat medical conditions.)

G. Authorization to Send Employees Home

The Executive Director, or his/her designee only, is authorized to direct employees to leave work early on a snow day.

**ARTICLE 35
VOLUNTEER FIRE AND AMBULANCE DUTY**

In the event an employee reports to work late because he/she is an active member of a volunteer fire department and/or volunteer ambulance company and is directly involved in an emergency response of such entity that commenced prior to the start of the employee's shift, the employee's reasonable period of absence will be excused and such absence will be treated as an authorized absence with pay. (The employee will not be required to use leave accruals to receive pay for the period of authorized absence with pay.) The employee must immediately notify his/her department head of the reasons for the absence from work. Within three business days of the event the employee must provide to his/her department head a written statement from the volunteer fire department and/or ambulance company confirming employee's participation in the emergency response and the date and time period in which the employee participated in the response. Such statement must be signed by an official of the volunteer organization other than the employee.

A "reasonable period of absence" means that period of time which is required to conduct some or all of the following activities which are needed due to the circumstances of the emergency response: (1) time spent engaged in active emergency response, (2) necessary travel time, (3) necessary time to bathe before reporting to work, (4) necessary time to eat before reporting to work, and/or (5) necessary time to perform any other essential acts to enable the employee to report fit to work. The Employer may require the employee to explain why the period of absence was reasonable under the circumstances.

Nothing herein shall be construed to allow an employee to leave work to participate in an emergency response of a volunteer fire department and/or ambulance company.

ARTICLE 36 DOMESTIC PARTNERSHIP

The Employer recognizes legally established domestic partnerships, and will make available to domestic partners all benefits, including insurances and paid leave benefits, on the same basis that those benefits are provided to employee spouses.

- A. Creation/Proof of Domestic Partnership: Any two individuals may execute and file a Statement of Domestic Partnership in which the individuals attest to the following:
1. The individuals are at least eighteen (18) years of age.
 2. The individuals are competent to enter in a contract.
 3. The individuals are not married in any jurisdiction.
 4. The individuals currently live together and have lived together continuously for at least six (6) months immediately prior to filing the Affidavit.
 5. The individuals intend to continue to live together.
 6. The individuals are financially interdependent.
 7. The individuals share with each other the common necessities and tasks of one household.
 8. The individuals are each other's domestic partner, and each has no other domestic partner.
 9. The individuals have not terminated a statement of domestic partnership or its equivalent in another jurisdiction within six (6) months immediately prior to filing the Affidavit.
- B. Required Documents: Required forms to be executed under oath and penalty of perjury, and thereafter filed with the Employer to obtain Employer recognition of a domestic partnership, are available in the Office of the Executive Director. The Employer may require documentary evidence or testimony under oath in support of one or more declarations in the Statement.
- C. Insurance Coverage: Once approved by and filed with the Employer, the Statement is effective, and insurance coverage shall be made available to the domestic partner on the first day of the month thereafter, presuming the employee is otherwise eligible to enroll in coverage.
- D. Fraudulent Statements: A Statement of Domestic Partnership that contains false or fraudulent declarations by either individual executing the Statement, shall be deemed null and void. However, the Employer will not render any such Statement null and void without first providing the offending employee notice of the alleged falsity or fraud and an opportunity to be heard.
- E. Termination of Domestic Partnership: Either individual in a domestic partner relationship may terminate the Domestic Partnership by executing and filing

with the Employer a statement of Termination of Domestic Partnership due to the death of one domestic partner or a change in circumstances attested to in the Statement of Domestic Partnership. The domestic partners understand that they are required to file that statement of Termination of Domestic Partnership with the LCWSA Office of the Executive Director if there is any change to the circumstances attested to in the Statement of Domestic Partnership within thirty (30) days of such change. The termination shall be effective upon filing.

2021 RATE SCHEDULE

Grade	New Hire	Step 1	Step 2	Step 3	Step 4	Step 5
1	16.30	16.63	16.96	17.30	17.64	18.00
2	16.82	17.16	17.50	17.85	18.21	18.57
3	17.25	17.60	17.95	18.31	18.67	19.05
4	17.69	18.04	18.40	18.77	19.15	19.53
5	18.21	18.57	18.95	19.32	19.71	20.11
6	18.81	19.19	19.57	19.96	20.36	20.77
7	19.43	19.82	20.21	20.62	21.03	21.45
8	20.06	20.46	20.87	21.29	21.71	22.15
9	20.96	21.38	21.81	22.24	22.69	23.14
10	21.87	22.31	22.75	23.21	23.67	24.15
11	23.39	23.86	24.33	24.82	25.32	25.82
12	24.91	25.41	25.92	26.43	26.96	27.50
13	26.67	27.20	27.75	28.30	28.87	29.45
14	28.53	29.10	29.68	30.28	30.88	31.50
15	30.37	30.98	31.60	32.23	32.87	33.53

2022 RATE SCHEDULE

Grade	New Hire	Step 1	Step 2	Step 3	Step 4	Step 5
1	16.67	17.00	17.34	17.69	18.04	18.40
2	17.20	17.54	17.89	18.25	18.62	18.99
3	17.64	17.99	18.35	18.72	19.09	19.47
4	18.09	18.45	18.82	19.20	19.58	19.97
5	18.62	18.99	19.37	19.76	20.15	20.56
6	19.23	19.62	20.01	20.41	20.82	21.24
7	19.87	20.26	20.67	21.08	21.50	21.93
8	20.51	20.92	21.34	21.77	22.20	22.65
9	21.43	21.86	22.30	22.74	23.20	23.66
10	22.36	22.81	23.27	23.73	24.21	24.69
11	23.92	24.39	24.88	25.38	25.89	26.41
12	25.47	25.98	26.50	27.03	27.57	28.12
13	27.27	27.82	28.37	28.94	29.52	30.11
14	29.17	29.76	30.35	30.96	31.58	32.21
15	31.05	31.67	32.31	32.95	33.61	34.29

2023 RATE SCHEDULE

Grade	New Hire	Step 1	Step 2	Step 3	Step 4	Step 5
1	17.04	17.38	17.73	18.08	18.45	18.82
2	17.59	17.94	18.30	18.66	19.04	19.42
3	18.03	18.40	18.76	19.14	19.52	19.91
4	18.50	18.86	19.24	19.63	20.02	20.42
5	19.04	19.42	19.81	20.20	20.61	21.02
6	19.67	20.06	20.46	20.87	21.29	21.71
7	20.31	20.72	21.13	21.56	21.99	22.43
8	20.97	21.39	21.82	22.26	22.70	23.16
9	21.91	22.35	22.80	23.26	23.72	24.19
10	22.87	23.32	23.79	24.26	24.75	25.25
11	24.45	24.94	25.44	25.95	26.47	27.00
12	26.04	26.56	27.10	27.64	28.19	28.75
13	27.88	28.44	29.01	29.59	30.18	30.79
14	29.83	30.42	31.03	31.65	32.29	32.93
15	31.75	32.39	33.03	33.70	34.37	35.06

2024 RATE SCHEDULE

Grade	New Hire	Step 1	Step 2	Step 3	Step 4	Step 5
1	17.47	17.82	18.17	18.54	18.91	19.29
2	18.03	18.39	18.75	19.13	19.51	19.90
3	18.49	18.86	19.23	19.62	20.01	20.41
4	18.96	19.34	19.72	20.12	20.52	20.93
5	19.51	19.90	20.30	20.71	21.12	21.55
6	20.16	20.56	20.97	21.39	21.82	22.26
7	20.82	21.24	21.66	22.10	22.54	22.99
8	21.50	21.93	22.37	22.81	23.27	23.73
9	22.46	22.91	23.37	23.84	24.31	24.80
10	23.44	23.91	24.38	24.87	25.37	25.88
11	25.07	25.57	26.08	26.60	27.13	27.67
12	26.69	27.23	27.77	28.33	28.90	29.47
13	28.58	29.15	29.74	30.33	30.94	31.56
14	30.57	31.19	31.81	32.45	33.09	33.76
15	32.55	33.20	33.86	34.54	35.23	35.93

THIS AGREEMENT is entered into this 29th day of December, 2020, by and between LCWSA and the CSEA, Local 1000 AFSCME, AFL-CIO, Livingston County Local 826, Livingston County Water & Sewer Authority #7301-00, to become effective January 1, 2021.

LCWSA

By:

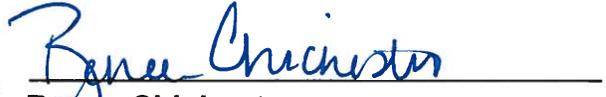


Mark McKeown

Its: Chairman of the Board of Directors

CSEA

By:



Renee Chichester

Its: Labor Relations Specialist



Michelle Baines

Its: Executive Director



Matthew Gascon

Its: Unit President

APPENDIX A – DESIGNATED HOLIDAYS

2021	Date Celebrated/Observed
New Year's Day	Friday, January 1, 2021
Martin Luther King Day	Monday, January 18, 2021
Presidents Day	Monday, February 15, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Columbus Day	Monday, October 11, 2021
Veterans Day	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Day after Thanksgiving	Friday, November 26, 2021
Christmas Day	Friday, December 24, 2021
One (1) Floating Holiday	-----
2023	Date Celebrated/Observed
New Year's Day	Monday, January 2, 2023
Martin Luther King Day	Monday, January 16, 2023
Presidents Day	Monday, February 20, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Columbus Day	Monday, October 9, 2023
Veterans Day	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023
Day after Thanksgiving	Friday, November 24, 2023
Christmas Day	Monday, December 25, 2023
One (1) Floating Holiday	-----

2022	Date Celebrated/Observed
New Year's Day	Friday, December 31, 2021
Martin Luther King Day	Monday, January 17, 2022
Presidents Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Columbus Day	Monday, October 10, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Christmas Day	Monday, December 26, 2022
One (1) Floating Holiday	-----
2024	Date Celebrated/Observed
New Year's Day	Monday, January 1, 2024
Martin Luther King Day	Monday, January 15, 2024
Presidents Day	Monday, February 19, 2024
Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Columbus Day	Monday, October 14, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Day after Thanksgiving	Friday, November 29, 2024
Christmas Day	Wednesday, December 25, 2024
One (1) Floating Holiday	-----

APPENDIX B
MEMORANDUM OF AGREEMENT

The LIVINGSTON COUNTY WATER & SEWER AUTHORITY, hereinafter referred to as the “EMPLOYER,” and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, LIVINGSTON COUNTY LOCAL 826, LIVINGSTON COUNTY WATER & SEWER AUTHORITY #7301-00, hereinafter referred to as the “UNION,” are parties to a collective bargaining agreement for the term January 1, 2021, through December 31, 2024. In accordance with Section 204 of the New York State Public Employees’ Fair Employment Act, the parties hereby agree to the following alcohol and drug testing procedure for employer’s commercial motor vehicle drivers:

ALCOHOL AND DRUG TESTING PROCEDURE

Section 1: FMCSA Regulations:

1.1 Compliance with FMCSA Regulations: Where applicable, the Employer’s Driver Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Department of Transportation Federal Motor Carrier Safety Administration’s (FMCSA’s) regulations, 49 CFR Parts 382, 391, 392, 395, as they pertain to employees who operate commercial motor vehicles in interstate or intrastate commerce which are over 26,000 pounds or are designed to transport sixteen or more passengers or are used to transport hazardous materials and are subject to commercial driver’s license requirements, 49 CFR Part 383.

Section 2: Notice Requirements:

2.1 Employer’s Policy: The Employer shall promulgate a policy on the misuse of alcohol and use of prohibited drugs and shall provide a copy of the policy and related procedures to each covered employee and the Union. The term “prohibited drugs” means marijuana, cocaine, opiates, amphetamines, phencyclidine, methamphetamine, methylenedioxymethamphetamine and any other substances for which testing is required under FMCSA regulations. At a minimum, the policy shall include, or incorporate by reference, detailed provisions on alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing, and refusal to submit to a required alcohol or drug test.

2.2 Alcohol & Drug Information: The Employer shall provide required educational material to each covered employee which explains the requirements of the Federal regulations. At a minimum, the materials shall include detailed information which meets the requirements of 49 CFR Part 382.601(b), including, but not limited to: (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol or controlled drug test and the attendant consequences; (7) the requirement that an

employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of alcohol or prohibited drugs; (10) the procedure to protect the employee and the integrity and validity of the test; (11) the effects of the misuse of alcohol and use of prohibited drugs; and (12) the person designated by the Employer to be contacted for questions and/or additional information.

2.3 Required Tests: The Employer shall provide a required description of alcohol and drug testing requirements to each covered employee which explains the requirements of the Federal regulations as they pertain to pre-employment testing, random testing, reasonable suspicion testing, post-accident testing, return to duty testing, and follow up testing.

2.4 Requirement for Notice. Prior to performing an alcohol or drug test required by Federal Regulations, the Employer shall notify the employee that the alcohol or drug test is required by Federal Regulations.

Section 3: Testing Procedures:

3.1 Alcohol Tests: Tests for alcohol shall, in accordance with Federal Regulations, be conducted by a breath alcohol technician using a US Department of Transportation approved Testing Device.

3.2 Drug Tests: Tests for prohibited drugs, in accordance with Federal Regulations, shall be conducted only by urinalysis or blood sample and shall be performed only by laboratories certified under the National Laboratory Certification Program (NLCP).

3.3 Drug Testing, Notification of Results, Retesting: A specimen may be tested only for cocaine, marijuana, opiates, amphetamines, phencyclidine, methamphetamine, methylenedioxymethamphetamine and any other substances for which testing is required under FMCSA regulations. If the test result of the primary specimen is positive, the employer or the Medical Review Officer shall notify the employee that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the Medical Review Officer shall direct, in writing, the laboratory to provide the split specimen to another NLCP – certified laboratory for analysis.

3.4 Administration of Tests: In accordance with Federal Regulations, neither the supervisor of an employee or a person designated to make the determination of reasonable suspicion shall administer alcohol or prohibited drug tests.

3.5 Payment for Testing Time: Employees shall be paid for all time pertaining to alcohol and drug testing, including travel time to and from the test or collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits.

3.6 Employee Representation by Legal Counsel or Union Representative: Any employee who is required to submit to an alcohol and/or drug test may consult with legal counsel or a union representative immediately after the employee is notified of the

requirement to submit to testing. At the time the employee is informed that he/she must submit to such testing, Employer shall inform the employee of his/her right to consult with legal counsel and/or a union representative and shall afford employee the opportunity to seek such consultation. For purposes of this section, "immediately" shall be defined as within 30 minutes from the time the employee is notified of the testing requirement. Immediately after the employee has consulted with legal counsel or a union representative, or the 30-minute period has expired, whichever event occurs first, the employee shall report directly to the testing site. Any delay in this process shall be deemed a refusal to submit to testing. Nothing herein shall be construed to apply to pre-employment testing.

Section 4: Call In Procedure:

4.1 Unfitness to Work Call In: If an employee is called and directed to report to work, the employee shall be provided the opportunity to acknowledge the use of alcohol or prohibited drugs which causes the inability to perform the employee's safety sensitive function(s). In such cases, the employee will not be required to work.

If the employee was scheduled to be on call and reports the use of alcohol or prohibited drugs as provided in the previous paragraph, the employee shall be subject to discipline in the same manner that the employee may be disciplined when failing to report for regularly scheduled work. If the employee was called in on an emergency basis without prior notice, the employee shall not be subject to discipline.

Employer maintains its right to take appropriate action if it suspects that any employee is using this section to evade their responsibility to respond to an emergency call-in.

Section 5: Referral, Evaluation and Treatment:

5.1 Responsibility for Costs: Any costs involved in services provided by a Medical Review Officer, which are required by the Federal Regulations, shall be paid by the Employer.

Any cost that is incurred by an employee for their treatment by a Substance Abuse Professional due to being referred as a result of a positive alcohol and/or drug test, will be paid by the employee.

5.2 Effect of Positive Test: An employee who is found to be in violation of the Federal Regulations as a result of a positive alcohol and/or drug test shall be placed on a leave of absence.

An employee upon a test result of 0.02 – 0.039 blood alcohol level shall be placed on a leave of absence for a minimum of twenty-four (24) hours.

An employee required by the Federal Regulations to be referred to a Substance Abuse Professional on a first time violation must report to the Substance Abuse Professional within ten business days of the date of the referral unless employee is physically unable to do so or unless the Substance Abuse Professional is not available within this time period in which event employee shall report to the Substance Abuse Professional as soon as possible thereafter. The Substance Abuse Professional will conduct an

evaluation and will provide the employee and the Employer with a recommended treatment plan and an estimated date for the employee's return to duty. The employee will then be referred to an appropriate treatment facility or program and the employee shall attend and participate in the treatment plan fully as directed. If the employee should fail to report to the Substance Abuse Professional as set forth herein or fail to participate as required in the treatment plan established by the Substance Abuse Professional, the employee shall forfeit his/her right to be reinstated to duty and said employee may be discharged.

On a first time violation, the employee will be reinstated to his/her position upon review and approval by the Substance Abuse Professional and Executive Director of a certificate confirming that the employee is fit to return to duty from the treatment facility or program provided that such certificate is received by the Employer within 60 days after the estimated date of return to duty and not more than one year from the date of referral to the Substance Abuse Professional. Upon review and approval by the Substance Abuse Professional, the Executive Director will not deny reinstatement without just cause. Failing a return to duty test shall be just cause to deny reinstatement and shall justify immediate discharge.

If an employee is referred to a Substance Abuse Professional for a violation other than a first-time violation, Employer may discharge employee immediately and is under no requirement to reinstate said employee.

This section shall not be construed as a waiver by Employer of its right to take appropriate disciplinary action.

5.3 Use of Accrued Leave:

- a. An employee who for the first time is placed on a leave of absence as a result of a positive alcohol and/or prohibited drug test will be allowed to use accumulated sick leave, vacation leave and other accrued leave up to the limits set forth in the collective bargaining agreement. This will include a leave of absence as a result of being referred for treatment on an in-patient or out-patient basis.
- b. Once the employee has exhausted their leave accruals, they will be placed on a leave of absence without pay.
- c. An employee who, within the past eighteen (18) months, has been placed on a leave of absence as a result of a positive alcohol and/or prohibited drug test and, is again placed on a leave of absence as a result of a positive alcohol and /or prohibited drug test shall not be allowed to use accrued leave.
- d. Nothing herein shall be construed to diminish any rights which may apply under the Americans with Disabilities Act, Family Medical Leave Act or other relevant laws.

Section 6: Previous Policies and Procedures:

6.1 Any policies and procedures pertaining to alcohol and prohibited drugs as they pertain to the same employees covered by the Federal Regulations, shall be superseded by the procedures set forth in the Federal Regulations and this Memorandum of Agreement.

Section 7: Discipline/Discharge:

7.1 Nothing contained in this agreement shall be considered as a waiver by the union of the employees' rights under the collective bargaining agreement.

Section 8: Copies of the Agreement:

8.1 The Employer shall provide each employee covered by the Federal Regulations with a copy of this Memorandum of Agreement.

Section 9: Savings Clause:

9.1 If any provision of this agreement is in conflict with a Federal or State Law or is declared inoperative by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect. It is further agreed to meet within ninety (90) days to renegotiate said negated clause.

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

EMPLOYER

By:



Michelle Baines

Its: Executive Director

Date: 12/22/2020

CSEA

By:



Renee Chichester

Its: Labor Relations Specialist

Date: 12-29-2020



Matthew Gascon

Its: Unit President

Date: 12/22/2020

APPENDIX C

LIVINGSTON COUNTY WATER & SEWER AUTHORITY DRUG AND ALCOHOL POLICY

I. PURPOSE

The Livingston County Water & Sewer Authority (“the LCWSA”) is committed to providing a safe and healthy working environment for its employees. The LCWSA is also committed to maintaining a positive image and reputation with its residents and within the community. To further these objectives, the LCWSA has established this Policy on alcohol and drug abuse. It is not the Policy’s intent to intrude on the private lives of its employees. However, the LCWSA recognizes that employee involvement with alcohol and/or drugs both on and off the job can negatively affect the ability of employees to perform their duties in a safe and efficient manner and can negatively affect the LCWSA’s positive image and reputation. This Policy is thus designed to maintain a workforce and work environment which are free from the influences of alcohol and drug use.

II. SCOPE

This Policy applies to all employees of the LCWSA who are in the CSEA [insert proper name] and are subject to drug and alcohol testing under Department of Transportation Federal Motor Carrier Safety Administration regulations.

III. PROHIBITED CONDUCT

Disciplinary action up to and including termination of employment may result for any of the following:

- a. The use, consumption, possession, manufacture, distribution or sale of prohibited drugs or drug paraphernalia by employees during working hours, when performing job duties, or when on LCWSA property. The term “working hours” includes meal and break times during the employee’s work day. “Performance of job duties” includes LCWSA-reimbursed travel in LCWSA or private vehicles. The term “prohibited drugs” means marijuana, cocaine, opiates, amphetamines, phencyclidine, methamphetamine, methylenedioxymethamphetamine and any other substance for which use is prohibited under Federal Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) regulations (49 CFR Part 382.213). This includes any drug or substance identified in 21 CFR 1308.11 Schedule I; or any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308, except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver’s medical history and has advised the driver that the substance will not adversely affect the driver’s ability to safely operate a commercial motor vehicle.

- b. The use, consumption, possession, manufacture, distribution or sale of alcohol during working hours, when performing job duties, or when on LCWSA property is strictly prohibited. This prohibition does not apply to originally sealed, unopened containers of alcoholic beverages which are kept in an employee's vehicle or to LCWSA-sponsored activities at which alcoholic beverages are served or allowed. In the event of such activities, employees must conduct themselves in a manner which does not present a danger to themselves, other employees, the general public or the LCWSA's image or reputation.
- c. Reporting to work or working under the influence of alcohol or prohibited drugs. An employee who has a blood-alcohol concentration of 0.04 or higher will presumptively be considered to be under the influence of alcohol. An employee who tests positive for a prohibited drug under DOT testing procedures and standards will presumptively be considered to be under the influence of prohibited drugs. See Section VII of this Policy for consequences of a positive test for alcohol or a prohibited drug.
- d. Use of alcohol within four hours of reporting to work or within four hours after receiving notice to report to work.
- e. Use of alcohol following an accident subject to testing under this Policy for eight hours after the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.
- f. Being arrested, charged with or convicted of a drug or alcohol-related offense. In determining what action to take in these circumstances, the LCWSA will consider the nature of the charge, the circumstances of the arrest, the employee's record with the LCWSA, and the impact the arrest, charge or conviction may have (or has) on the public, the LCWSA's residents and the LCWSA's image and reputation. In addition to discipline (including termination), an employee may be suspended or reassigned pending resolution of an arrest or charge.
- g. Refusing to submit to, or failing to cooperate in, any test for alcohol or a prohibited drug. Failing to fully cooperate includes refusal to complete any necessary documents and submitting an adulterated or substitute specimen in any test required under this Policy.
- h. Violation of any requirement of FMCSA regulations.
- i. Knowingly allowing anyone under his/her supervision to violate the preceding provisions of this Policy.

IV. PRESCRIPTION AND OVER-THE-COUNTER MEDICATIONS

Employees taking prescription or non-prescription medications which may impact the judgment, coordination or job performance of the employee must report such use in writing to the employee's department head. Prescription medicines must be kept in

their original container. Instructions provided by the manufacturer or physician for all medications must be followed.

V. TYPES OF TESTING

Employees are subject to the following types of testing:

Random Testing. The LCWSA will periodically conduct testing which involves the random selection of employees for drug and/or alcohol tests.

Reasonable Suspicion. The LCWSA may require testing if it has reasonable suspicion that the employee, while on duty, is under the influence of alcohol or a substance listed or referenced in Section III(a).

Basis of Reasonable Suspicion. Reasonable suspicion need not rise to the level of the standard of probable cause but must be substantially more than a hunch. Good cause is necessary for the suspicion and such cause should be documented. Reasonable suspicion may be based upon:

- Observable phenomena, such as direct observation of illegal use or possession of prohibited drugs and/or physical symptoms of being under the influence of prohibited drugs.
- Observable phenomena, such as direct observation of the use or possession of alcohol while on duty and/or physical symptoms of being under the influence of alcohol while on duty.
- A pattern of abnormal conduct or erratic behavior.
- Arrest or conviction for a drug related offense or the identification of an employee as the focus of a criminal investigation into illegal drug use or trafficking.
- Arrest or conviction for an alcohol related offense committed while on or off duty.
- Information provided either by reliable and credible sources or from other sources which is independently corroborated.

Post-Accident. If an on-duty employee has an accident while operating a motorized vehicle or motorized equipment which causes an injury or property damage, the LCWSA may send the employee for testing.

Return-To-Duty. If an employee has violated alcohol and/or prohibited drug rules, the employee is required to take an alcohol and/or drug test before returning to work.

Follow Up. If an employee returns to work after a positive test, follow up testing will be performed in accordance with a schedule established by the Substance Abuse Professional.

VI. TESTING PROCEDURES

The following testing procedures shall be followed:

Notice of Requirement to Submit to Testing. The Executive Director or his/her designee will instruct the employee to report for testing. The employee

will be informed of when and where to report for such testing. An employee will not be called in for random testing during non-working hours of the employee. This does not preclude reasonable suspicion or post-accident testing of an employee when not on duty.

If an employee is being sent for reasonable suspicion testing, the employee may request information regarding the basis of the suspicion. Such information shall be provided to the employee in writing no later than two business days⁴ after the request.

Challenging Reasonable Suspicion. The employee has the right to challenge reasonable suspicion. This challenge must be submitted in writing to the member of the LCWSA Board of Directors' Governance Committee designated for such purposes within two business days of the date reasonable suspicion testing was directed. The employee must submit to the sample collection and the samples will be tested. Test results will be held by the testing agent and not communicated to the LCWSA. The employee and a LCWSA representative will be provided with the opportunity to state their cases to the LCWSA Administrator at a hearing held within 10 business days of the employee's challenge of reasonable suspicion. The LCWSA Administrator will render his/her decision in writing to the parties within ten days of the hearing. If the LCWSA Administrator determines that there was reasonable suspicion for testing, the testing agent will forward the test results to the LCWSA, otherwise the test results will not be communicated to the LCWSA. During the challenge, the employee will be placed on an administrative leave without pay. The employee may use vacation, holidays or personal leave accruals to receive pay during the leave. If it is determined that there was no reasonable suspicion or there is reasonable suspicion but the test results are negative, the employee will be paid, or leave accruals will be reimbursed, for all missed work time.

Employee Submits to Testing. The employee will submit to testing as required by the LCWSA. If the employee is being sent for reasonable suspicion testing or post-accident testing, the LCWSA will provide a driver to transport the employee to and from the testing site. Employees who are sent for testing must complete all necessary forms and releases. An employee who refuses to cooperate with any aspect of testing will be subject to disciplinary action which may include termination of employment.

Testing Agent. The testing agent shall be Safe Driver Solutions or another mutually agreed upon testing agent.

Employee Discloses Medications. The employee will disclose any medications, dietary supplements, illegal drugs, alcohol or other relevant substances that have been ingested within a relevant period to the testing agent as directed. This disclosure will be confidential and shall not be provided to the LCWSA unless there is a final positive test result.

⁴ "Business days" shall mean Monday through Friday, excluding holidays.

Testing. An evidential breath testing device will be used for alcohol tests with tests administered by a certified breath alcohol technician. In the event that an employee is unable to produce enough breath for a breath alcohol test, a blood sample will be drawn and will be tested to determine blood alcohol concentration level. Drug tests will be performed by urinalysis by a scientifically accepted screening test with confirmation of positive results by Gas Chromatography-Mass Spectrometry or by another method which is scientifically accepted as being at least as reliable as the Gas Chromatography-Mass Spectrometry test. Blood testing may also be used as require and/or permitted by FMCSA regulations. Split samples will be taken for drug tests. The urinalysis or blood testing shall be performed by a Department of Health and Human Services certified laboratory.

Results. The testing agent will notify the LCWSA of the final test results. If necessary, the employee will sign a release and/or authorization acceptable to the testing agent to authorize and direct the provision of final test results to the LCWSA. The LCWSA will notify the employee of the results promptly. In the case of negative test results, the LCWSA or its designee will notify the employee in writing mailed by first class mail to the employee's last known home address. In the case of positive test results, the LCWSA will notify the employee in writing which shall be either hand delivered to the employee or mailed by certified mail, return receipt requested, to the employee's last known home address. The LCWSA shall mail or deliver notice of the positive test results to the employee within 10 business days of receipt. All results will be confidential and information regarding the results will be disseminated on a need to know basis only. A positive test result for drugs will be detection of a substance listed or referenced in Section III(a) and will be subject to Section VII of this Policy. A test result of 0.04 blood alcohol concentration or greater shall be deemed a positive test result subject to Section VII of this Policy. A test result of less than 0.04 but 0.02 or greater blood alcohol concentration will result in the employee's suspension from duty for a period of 24 hours.

Challenging Test Result. If an employee wishes to challenge a positive drug test result, he/she must request, in writing, a second analysis within 72 hours of his/her receipt of notice of the positive test result. The second half of the split sample will be analyzed by a different certified laboratory using the same testing techniques described in the "Testing" paragraph of this section. If an employee is suspended pending the results of the second analysis and the second analysis does not confirm the first, the employee shall be made whole for any pay or benefits lost as a result of the suspension.

Cost of Test. The cost of pre-employment, random, reasonable suspicion and post-accident test(s) shall be paid by the LCWSA, to the extent not covered by the employee's health insurance (if any). The cost of return-to-duty and follow-up test(s) shall be the responsibility of the employee.

Payment of Employee. Employees shall be paid for testing time, including travel time to and from the test or collection site. This time shall be treated as time worked.

VII. CONSEQUENCES OF POSITIVE TEST RESULT

The effect of an employee's positive test result shall be as follows:

First Offense. After the first positive alcohol test, the employee will be provided with a list of Substance Abuse Professionals ("SAPs") readily available to the employee and acceptable to the LCWSA, with names, addresses and telephone numbers. The SAP will evaluate the employee and recommend appropriate treatment. If the employee wishes to use a specified treatment professional/facility, he/she must inform the SAP of his/her preference. If the SAP determines that the suggested professional/facility is properly qualified to carry out the recommended treatment, the SAP shall approve the professional/facility. If the SAP determines that the suggested professional/facility is not properly qualified to carry out the recommended treatment, the SAP shall designate one or more professionals(s)/facility(ies) that the employee may use. Any professional/ facility which is approved for treatment must: (1) provide the recommended treatment, and (2) make regular reports to the SAP regarding the employee's compliance with the treatment program and his/her progress. If the professional/facility fails to do either or both of these things, the SAP may require the employee to seek treatment from another source. The employee must follow the treatment recommendations of the SAP. If the employee complies with these requirements and is fit to return to work within one year from the date of the positive test, then the employee may return to duty, subject to any follow up testing requirements established by the SAP after consultation with the treatment professional. Otherwise, the employee may be discharged.

Other Offense. For subsequent offenses, the LCWSA may discharge the employee immediately.

Cost of Treatment recommended by SAP. The cost of treatment shall be the responsibility of the employee, to the extent not covered by the employee's health insurance.

Leave During Treatment. An employee may use accruals of sick, vacation, holiday and personal time to receive pay while seeking treatment, otherwise this period of time will be a leave without pay. Employee health benefits shall remain in effect during any periods of paid absence.

VIII. REPORTING CRIMINAL CONVICTIONS

Employees must, as a condition of employment, abide by the terms of this Policy and report any conviction under criminal drug statutes for violations occurring on or off LCWSA premises while conducting LCWSA business. A conviction must be reported to the LCWSA within five (5) calendar days after the conviction.

IX. VOLUNTARY REQUESTS FOR ASSISTANCE

Voluntary requests for assistance with respect to alcohol problems will not be subject to discipline for first requests provided the request is made before: (1) notice of testing is given to the employee, (2) the occurrence of an accident, or (3) arrest for an alcohol related offense. The provisions of this section do not apply to drug related requests.

X. NOTICE OF POLICY

The LCWSA will provide each employee with a copy of this policy.

XI. EDUCATIONAL MATERIALS

The United States Department of Transportation website has educational materials that explain the requirements of the regulations. These include:

1. **General information:** The United States Department of Transportation, Office of Drug and Alcohol Policy & Compliance website:
<http://www.dot.gov/ost/dapc/>
2. **Frequently asked questions:** http://www.dot.gov/ost/dapc/odapc_faq.html
3. **Provisions of the law that apply to you:** <http://www.dot.gov/odapc/am-i-covered>
4. **Employee information:** <http://www.dot.gov/odapc/employee>
5. **Employee handbook:**
<http://www.dot.gov/sites/dot.dev/files/docs/ODAPC%20EmployeeHandbook%20En.pdf>

XII. LCWSA DESIGNEE

The person that can answer questions and provide additional information with respect to the Educational Materials listed in Section XI of this Policy is: Michelle Baines, Executive Director, Livingston County Water & Sewer Authority, 1997 D'Angelo Drive, Lakeville, NY 14480, (585) 346-3523, mbaines@co.livingston.ny.us.

XIII. SATISFACTION OF NOTICE AND EDUCATION REQUIREMENTS

CSEA agrees that employee access to the Educational Materials listed in Section XI, coupled with the provisions of drug and alcohol testing Memorandum of Agreement of the collective bargaining agreement between the LCWSA and CSEA, and this Policy satisfy all Policy and Notice Requirements set forth in Section 2 of the drug and alcohol testing Memorandum of Agreement and all LCWSA obligations under 49 CFR 382.601, and other applicable regulations.

CERTIFICATE OF RECEIPT

I hereby certify that I have received and reviewed a copy of the Educational Materials referenced in Section XI of this LCWSA Drug and Alcohol Policy, a copy of this Policy and a copy of drug and alcohol testing Memorandum of Agreement of the collective bargaining agreement between the LCWSA and CSEA.

Print Name

Signature

Date



APPENDIX D
REQUEST FOR UNION TIME

STEP 1: EMPLOYEE REQUEST

Employee's Name: _____

Job Title: _____

Union Title or Representative Status: _____

Purpose of Absence from Duty (check one):

- CSEA Delegate Meeting
CSEA Board of Directors Meeting
Investigatory interview of employee who is potential subject of discipline
Disciplinary conference
Grievance Representation
Labor-management meeting
Contract negotiations meeting with LCWSA
Interpretation, application or enforcement of the Collective Bargaining Agreement.

The activity is: _____

Other _____

Date of Absence: _____

Time of Absence: Start: _____ a.m. p.m. End: _____ a.m. p.m.

Employee Signature: _____

Date: _____

[Requesting employee submits request to Executive Director.]

STEP 2: EXECUTIVE DIRECTOR RESPONSE (TIME OFF)

Time Off Request is: [] Approved [] Disapproved

If disapproved, explain why: _____

Executive Director Signature: _____ Date: _____

[If approved, Executive Director provides approval of payment.
If disapproved, Executive Director retains copy and returns original to employee.]

STEP 3: IF REQUEST DISAPPROVED, EMPLOYEE DECISION

Disapproval of request is: [] Accepted [] Rejected

[If rejected, proceed to step 4. Otherwise process ends.]

STEP 4: REQUEST FOR SPECIAL APPROVAL

I am requesting special approval of my request for paid union leave. The reason(s) why I believe special approval should be granted are:

Employee Signature: _____ **Date:** _____

[Submit request to LCWSA Governance Committee. Send copy to Executive Director and CSEA President.]

STEP 5: LCWSA GOVERNANCE COMMITTEE DETERMINATION

The request for special approval is Approved Disapproved on a non-precedent setting basis.

LCWSA Governance Committee Member Signature: _____
Date: _____

[Return original to employee. Send copies to Executive Director and CSEA President.]

NOTICE TO EMPLOYEE: If the LCWSA Governance Committee disapproves your request for special approval, you have the following choices:

1. **File a grievance** regarding the original disapproval of your paid union leave request within fifteen (15) working days from the date of the LCWSA Governance Committee’s disapproval;
AND/OR
2. **Conduct the union business** in question:
 - (a) During your work hours using an appropriate leave accrual to receive pay or choose to take authorized absence without pay. (Note: This option is only available if you have received permission from the Executive Director to leave duty.) **OR**
 - (b) Outside your work hours: Ask the LCWSA to reschedule the meeting to a time outside of your work hours. (Such requests will not be unreasonably denied.)

APPENDIX E
DILIGENCE STATEMENT
Efforts to Report on Snow Day

1. Employee Name: _____

2. Date of Snow Day: _____

3. On the snow day you

- Reported to work late
- Did not report to work

4. Time of scheduled work shift

Start time: _____

End time: _____

Time of your arrival at work (if applicable): _____

5. Your normal commute to work takes: _____ minutes.

6. On the snow day, you began your commute to work at _____
a.m./p.m.

7. Fully describe the efforts you made to: (1) report to work on time (If you were late), or (2) report to work (if you failed to report for any part of your scheduled shift), and the reasons why you were unable:

[Continue response on back of form if necessary.]

8. Date of Statement: _____

9. Signature: _____

APPENDIX F

MEMORANDUM OF AGREEMENT REGARDING CERTAIN PAY AND BENEFITS FOR EMPLOYEES HIRED PRIOR TO 1/1/2021

It is hereby understood and agreed by and between the Livingston County Water & Sewer Authority (“the LCWSA”) and the CSEA, Local 1000 AFSCME, AFL-CIO, Livingston County Local 826, Livingston County Water & Sewer Authority #7301-00 (“CSEA”), collectively referred to as the “Parties,” as follows:

WHEREAS, prior to January 1, 2019, the LCWSA leased employees from Livingston County; and

WHEREAS, in accordance with its enabling legislation and New York Civil Service Law, the LCWSA ceased its practice of leasing employees from Livingston County; and effective January 1, 2019, transferred and/or appointed to the LCWSA all then-currently leased Livingston County employees; and

WHEREAS, thereafter, the LCWSA hired Account Clerk/Typist, Tracey Hockey on November 12, 2019; and

WHEREAS, the LCWSA and the CSEA are parties to a Collective Bargaining Agreement that covers the period from January 1, 2021 through December 31, 2024 (“Governing CBA”); and

NOW THEREFORE, the Parties hereto agree as follows:

1. Although the effective date of transfer and/or appointment to the LCWSA was January 1, 2019, the hire date to be used for calculation of seniority and pay and benefits, including: wages and longevity increments, leave time, health insurance benefits (eligibility and contribution) and such other benefits for which hire date and/or seniority are relevant under the Governing CBA, for the following eight (8) employees only, shall be based upon his/her last date of hire as a full-time employee with Livingston County prior to transfer and/or appointment to the LCWSA, as set forth below:

Name	Date of Hire/Seniority Date
Joseph J. Bauer, Jr.	April 2, 2007
Cheryl A. Cappadonia	October 3, 2014
James P. Cucinotta	August 13, 2007
Matthew T. Gascon	December 18, 1989
Joseph J. Hauslauer	August 28, 2014
Thomas G. Kuch	July 26, 2010
Rene P. Lewis	February 14, 2000
Todd M. Marsh	November 12, 1996

2. The Parties recognize the Governing CBA as applicable to all LCWSA employees with the following limited exceptions applicable only to the eight (8) employees set forth in paragraph 1, above, and Account Clerk/Typist, Tracey Hockey – date of hire: November 12, 2019.

A. Health Insurance Plan Offerings: The Employer will provide the following health insurance plan options to the above employees: (1) the Excellus SimplyBlue Plus Platinum 2 or another substantially equivalent health insurance plan; and (2) the Excellus SimplyBlue Plus Silver 2 High Deductible Health Plan (HDHP).

B. Health Insurance Contribution Rates: The above employees' contribution rates toward the premium cost of either health insurance plan is based on date of hire as follows:

1. Employees with a hire date prior to February 16, 1994, shall contribute \$25.00 per payroll period for family or other types of dependent coverage or \$12.00 per payroll period for individual coverage, and the Employer shall pay the remaining premium cost.
2. All employees with a hire date on or after February 17, 1994, but before September 11, 2013, shall contribute fifteen percent (15%) of the total cost of the health insurance premium, and the Employer will pay the remaining eighty-five percent (85%).
3. All employees with a hire date on or after September 11, 2013, but before December 31, 2019, shall contribute

thirty percent (30%) of the total cost of the health insurance premium, and the Employer will pay the remaining seventy percent (70%).

C. Health Savings Account (HSA): The Employer will fund the HSA of an eligible employee who enrolls in the SimplyBlue Plus Silver 2 HDHP at the following levels, based on the employee's hire date:

1. For participating employees hired prior to or on February 16, 1994 and employees hired between February 17, 1994 and September 10, 2013:

Single (Employee only):	\$2,200.00 annually
Employee and Spouse:	\$4,000.00 annually
Employee and Child(ren):	\$4,000.00 annually
Family	\$4,200.00 annually

2. For participating employees hired between September 11, 2013 and December 31, 2019:

Single (Employee only):	\$1,700.00 annually
Employee and Spouse:	\$3,000.00 annually
Employee and Child(ren):	\$3,000.00 annually
Family	\$3,100.00 annually

D. Retiree Health Insurance: The retiree health insurance to be provided to eligible retirees will be the Excellus SimplyBlue Plus Platinum 2 Plan or its substantial equivalent for employees who are not Medicare eligible, or the closest substantially equivalent group Medicare plan accessible to LCWSA for those retirees and their covered dependents who are Medicare eligible.

1. Employees hired before November 8, 2006, who retire during the life of this agreement with at least twenty-five (25) years of service will be eligible to receive health insurance in retirement. Employees hired on or after November 8, 2006, shall not be eligible for retiree health insurance under this Section.

2. Retiring employees who are eligible for retiree health insurance benefits should contact the LCWSA Office of the Executive Director in advance of retirement to make any necessary arrangements for their retiree coverage. It is recommended that such contact occur sixty (60) days prior to the date of retirement to allow time for the completion of enrollment forms and/or any other paperwork that may be necessary to ensure continuity of coverage.
3. Retirees Residing Outside of Employer Carrier's Coverage Area: Retirees of the LCWSA who are entitled to Employer-paid contributions to health insurance premiums and the coverage for which the retiree is eligible is not accepted in the area of a retiree's residence, the retiree will be entitled to the same dollar contribution (s)he would have been eligible for under the LCWSA health insurance plan(s) offered. In such cases, the following will apply:
 - a. Each month the retiree must submit to the Executive Director or his/her designee, proof of payment of premium for the equivalent medical coverage for the area in which (s)he lives.
 - b. LCWSA will reimburse the retiree monthly for his/her contribution toward medical coverage benefits up to the amount set forth in Section c, below.
 - c. The amount of payment will not exceed the amount the Employer would have paid for the cost of the plan for which this retiree would have been eligible under the LCWSA health insurance plan(s) offered.

- d. If the cost of the coverage is less than the cost of the LCWSA's plan(s), the retiree will not receive the difference in cost.
- e. Such retiree will cover all costs of such coverage in excess of the cost of the contribution the Employer.

E. Longevity Increments: All eight employees set forth in paragraph 1, above, as well as Account Clerk/Typist, Tracey Hockey, shall be entitled to longevity increments each five (5) years of continuous service at their fifth, tenth, fifteenth and twentieth anniversary dates, as provided in the table below:

GRADE	LONGEVITY INCREMENT (ADDED TO HOURLY WAGE)
1	\$0.36
2	\$0.40
3	\$0.40
4	\$0.41
5	\$0.41
6	\$0.42
7	\$0.42
8	\$0.44
9	\$0.44
10	\$0.45
11	\$0.46
12	\$0.51
13	\$0.54
14	\$0.57
15	\$0.58

Longevity increments shall become effective at the beginning of the first full pay period following the employee's anniversary date of eligibility.

3. With the exception of LCWSA's recognition of employee hire/seniority dates as of January 1, 2019, as set forth in paragraph 1, above, nothing herein should be construed to grant the affected employees greater rights in relation to seniority than any other employee pursuant to the Governing CBA or by operation of law.
4. Finally, the health insurance rights and benefits, and the longevity increment set forth in this Agreement shall be deemed to be incorporated in the Governing CBA and accordingly subject to future negotiation in accordance therewith.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed their names below.

FOR THE LCWSA

By: Michelle Baines
Michelle Baines, Executive Director

Dated: 12/22/2020

FOR THE CSEA

By: Renee Clanchester
Renee Clanchester, Labor Relations Specialist

Dated: 12/29/2020

By: Matthew Gascon
Matthew Gascon, Unit President

Dated: 12/28/2020

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

Between the Livingston County Water and Sewer Authority and

Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Livingston County Local 826, Livingston County Water & Sewer Authority #7301-00

Subject: Single Incident Exception to Collective Bargaining Agreement

Date: May, 2021

This Memorandum of Understanding and Agreement between the Livingston County Water and Sewer Authority (hereinafter "Authority") and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Livingston County Local 826, Livingston County Water & Sewer Authority #7301-00 (hereinafter "Union") is intended to memorialize a single incident exception or change to the fully executed Collective Bargaining Agreement (hereinafter "Union Contract") between the Authority and Union, which covers the period from January 1, 2021 through December 31, 2024, and shall not otherwise act to in any way modify the terms of the present Union Contract between the parties.

The Authority and Union hereby agree to the following:

1. Article 13, Section 2. of the Union Contract states that "Employees are eligible to earn sick leave immediately upon hire. Sick leave shall be earned at the rate of one half (1/2) workday (4 hours) per pay period, provided the employee is on the payroll at least six (6) days during the pay period. Earned sick leave is credited at the end of the pay period. Sick leave may be accumulated to a maximum of 165 workdays (1,320 hours). Sick leave may not be used before it is earned";
2. Article 18, Section 1. of the Union Contract states that "All employees covered by this Agreement shall be granted a paid vacation according to the following schedule beginning at six (6) months from hire date and, thereafter, on each employee's respective anniversary date of hire:

Required Time of Service	Time Off
6 months	5 working days (40 hours)
1 st through 4 th anniversary	10 working days (80 hours)
5 th through 10 th anniversary	15 working days (120 hours)
11 th anniversary	16 working days (128 hours)
12 th anniversary	17 working days (136 hours)
13 th anniversary	18 working days (144 hours)
14 th anniversary	19 working days (152 hours)
15 th through 24 th anniversary	20 working days (160 hours)
25 th and following anniversaries	25 working days (200 hours)

3. Article 13, Section 2. of the Union Contract would ordinarily establish that any new hire would start with no accumulated sick leave and that such leave would have to be earned and accumulated pursuant to the provisions of Article 13, Section 2;
4. Article 18, Section 1. of the Union Contract would ordinarily establish that any new hire would start with no vacation entitlement and would only earn vacation time after six (6) months from said employee's hire date, and thereafter such vacation time would be based on time of service of the employee;
5. It is understood that the provisions of Article 13, Section 2. And Article 18, Section 1. were intended to ensure that all new hires will start with the same level of benefits for sick leave and vacation entitlement respectively, and such benefits will increase with longevity of service;
6. The Authority wishes to hire a Senior Wastewater Treatment Plant Operator to operate the Authority's two (2) wastewater treatment plants, a position that has most recently been served by an independent contractor rather than an employee of the Authority;
7. It is acknowledged that it is difficult to find experienced wastewater treatment plant operators and that such job openings are difficult to fill because of the lack of licensed and experienced candidates in the job marketplace;
8. The Authority has an opportunity to hire an experienced person to fill the vacant position of Senior Wastewater Treatment Plant Operator, which such services have most recently been provided through an independent contractor, rather than by an employee;
9. The Authority, as part of its long-term plans and goals, wishes to have wastewater treatment plant operations conducted by a Senior Wastewater Treatment Plant Operator who is an employee of the Authority, rather than by an independent contractor;
10. Because of the level of experience of this prospective hire, the Authority is not able to secure this person with the benefit constraints set forth in Article 13, Section 2. And Article 18, Section 1. of the Union Contract;
11. The Authority has asked the members of the Unit to consider a one-time deviation from the provisions of Article 13, Section 2. and Article 18, Section 1. of the Union Contract to allow the Authority to hire Thomas D'Aprile as a Senior Wastewater Treatment Plant Operator with 175 hours of accumulated sick leave banked at the time of hire and ten (10) working days (80 hours) of vacation time banked at the time of hire;
12. The Unit members have met and have discussed this request and have voted to approve this request so that the Authority can hire Thomas D'Aprile as a Senior Wastewater Treatment Plant Operator, starting with 175 hours of accumulated sick leave banked at the time of hire and ten (10) working days (80 hours) of vacation time banked at the time of hire;

13. This deviation shall be a one-time exception and shall not be interpreted to otherwise modify the terms of Article 13, Section 2., Article 18, Section 1., or any other part of the Union Contract.

14. The Authority is hereby authorized by the Union to hire Thomas D'Aprile as a Senior Wastewater Treatment Plant Operator with 175 hours of accumulated sick leave banked at the time of hire and ten (10) working days (80 hours) of vacation time banked at the time of hire. Thereafter, Thomas D'Aprile will earn and accumulate sick leave and vacation time pursuant to the provisions set forth in the Union Contract.

5/21/2021
Date

Mark McKeown
Mark McKeown, Board Chairman

CSEA, Local 1000 AFSCME, AFL-
CIO Livingston County Local 826,
Livingston County Water & Sewer
Authority #7301-00

5/20/2021
Date

By: Matt Gascon
Matt Gascon – Unit President

MEMORANDUM OF AGREEMENT

This Agreement made and entered into this ____ of August 2021, by and between **LIVINGSTON COUNTY WATER AND SEWER AUTHORITY ("LCWSA")** and **CSEA, Local 1000 AFSCME, AFL-CIO, Livingston County Local 826, Livingston County Water & Sewer Authority #7301-00 ("CSEA")**,

WHEREAS, LCWSA and CSEA are parties to a collective bargaining agreement ("Agreement") covering the period of January 1, 2021 to December 31, 2024 governing terms and conditions of employment for certain employees; and

WHEREAS, the current agreement has established health insurance benefits for new hires under Article 19, Health Benefits; and

WHEREAS, LCWSA and CSEA have discussed the terms and conditions of health insurance benefits for new hires hired on or after January 1, 2021; and

NOW THEREFORE, the parties agree as follows:

1. Article 19, Section A. Eligibility, of the Agreement shall be amended and replaced in its entirety with the following:

Employees shall be eligible for health insurance benefits beginning on the first (1st) day of the month following an employee's hire date, except that in the event that an employee's date of hire is the 1st of the month, and such date is a bona fide workday (the New Year's Day holiday designated in Article 15 of the Agreement is a "bona fide workday" for purposes of this provision), coverage may commence effective that date.

2. Article 19, Section E. Health Savings Account (HSA) of the Agreement shall be amended and replaced in its entirety with the following:

The Employer will fund the HSA of an eligible employee who enrolls in the HDHP at the following levels:

Single (Employee only):	\$800.00 annually
Employee and Spouse/Domestic Partner:	\$1,600.00 annually
Employee and Child(ren):	\$1,600.00 annually
Family	\$2,500.00 annually

The eligible, participating employee is responsible to set up his/her HSA and to submit account information to the Office of the Executive Director.

The Employer contribution to employee HSAs will be made annually on the first full payroll period pay date of the New Year.

If an employee commences participation in the HDHP mid-plan year, the employer contribution to the HSA will be prorated based on the remainder of whole months in the year. Such contribution will be made on the first full pay period pay date following the enrollment in the HDHP and the Employer's receipt of the employee's HSA account information.

An eligible employee who has a qualifying event that results in a change in health insurance coverage status (e.g. has a child or adds a spouse/domestic partner), will qualify for the pro-rated amount of HSA Employer funding for the remainder of whole months.

An employee may contribute additional money to his/her HSA, up to the maximum allowed under federal law, through pre-tax payroll deduction to the extent permitted by law.

The Employer's obligation to fund an eligible employee's HSA ceases at the time of his/her separation from employment for any reason.

3. Article 19, Section E. Health Savings Account (HSA) of the Agreement as amended and set forth in paragraph 2, above, shall be retroactive to January 1, 2021.
4. This Memorandum of Agreement shall represent the full and complete agreement between the parties.
5. The parties hereby acknowledge that each has read this Memorandum of Agreement, that each party fully understands its contents, and that each party signed the same and made this Agreement voluntarily.
6. The parties agree that by mutual agreement, expressed in writing and signed by the parties, this Memorandum of Agreement may be amended.
7. This agreement is non-precedent setting.

FOR THE LCWSA

By: Jason Molino
Jason Molino, Executive Director

Dated: 9/1/21

FOR THE CSEA

By: Renee Chichester
Renee Chichester, Labor Relations
Specialist

Dated: 9-1-2021

By: Matthew T. Gascon
Matthew Gascon, Unit President

Dated: 9-1-2021

effective 11/14/21

**MEMORANDUM OF AGREEMENT
re: On-Call Pay**

This Agreement made and entered into this 12 of November 2021, by and between **LIVINGSTON COUNTY WATER AND SEWER AUTHORITY (“LCWSA”)** and **CSEA, Local 1000 AFSCME, AFL-CIO, Livingston County Local 826, Livingston County Water & Sewer Authority #7301-00 (“CSEA”)**,

WHEREAS, LCWSA and CSEA are parties to a collective bargaining agreement (“Agreement”) covering the period of January 1, 2021 to December 31, 2024 governing terms and conditions of employment for certain employees; and

WHEREAS, the current agreement contains provisions for “On-Call Pay,” pay for “Emergency Calls,” and pay for “Computer Use (in response to Emergency Call,” as set forth in Article 29 PAY AND WORK WEEK, Sections 5A, 5C and 5D, respectively; and

WHEREAS, LCWSA and CSEA have mutually agreed that those provisions created an unintended administrative burden on both the LCWSA and the affected CSEA employees and, accordingly, the Parties desire to change those provisions;

NOW THEREFORE, the Parties agree as follows:

1. Article 29 PAY AND WORK WEEK, Section 5A – On-Call Pay, of the Agreement shall be amended and replaced in its entirety with the following:

Employees who are required to be on-call at a time during which the LCWSA is not open for normal business operations, shall receive the on-call designation for each such day and be compensated in accordance with the following:

Day	Rate
Weekday	\$35
Weekend days	\$50
Regular Holidays	\$105
Special Holidays	\$155

“Special Holidays” are: New Year’s Day, Independence Day, Thanksgiving Day and Christmas Day. “Regular Holidays” are the remaining set holidays specified in this agreement (not including floating holidays).

2. Article 29 PAY AND WORK WEEK, Section 5C – Emergency Calls of the Agreement shall be stricken in its entirety.

3. Article 29 PAY AND WORK WEEK, Section 5D –Computer Use (in response to Emergency Calls) of the Agreement shall be re-lettered and amended and replaced in its entirety with the following:

5C – Phone and Computer Use (while On-Call)

While on-call, employee work shall include time expended to remotely address emergency calls generated through the Supervisory Control and Data Acquisition (SCADA) system. The employee shall not receive additional compensation for this work which may include, but is not limited to, phone call answering and responses, text message communications and/or computer use time.

Employees are expected to log out of the computer immediately following completion of the response, and to log in and out as necessary to follow-up on any response.

4. Article 29, Sections A,C and D of the current Agreement as amended and set forth in paragraphs 1,2 and 3, above, shall be effective the first full pay period following complete execution of this Memorandum of Agreement.
5. This Memorandum of Agreement shall represent the full and complete agreement between the parties.
6. The Parties hereby acknowledge that each has read this Memorandum of Agreement, that each party fully understands its contents, and that each party signed the same and made this Agreement voluntarily.
7. The Parties agree that by mutual agreement, expressed in writing and signed by the parties, this Memorandum of Agreement may be amended.
8. This agreement is non-precedent setting.

FOR THE LCWSA

By: Jason Molino
Jason Molino, Executive Director

Dated: 11/12/21

FOR THE CSEA

By: Renee Chichester
Renee Chichester, Labor Relations
Specialist

Dated: 11/18/21

By: Matthew Gascon
Matthew Gascon, Unit President

Dated: 11/12/2021

**MEMORANDUM OF AGREEMENT
Re Health Insurance and Starting Wages**

This Agreement made and entered into this 13 of December 2021, by and between **LIVINGSTON COUNTY WATER AND SEWER AUTHORITY (“LCWSA”)** and **CSEA, Local 1000 AFSCME, AFL-CIO, Livingston County Local 826, Livingston County Water & Sewer Authority #7301-00 (“CSEA”)**,

WHEREAS, LCWSA and CSEA are parties to a collective bargaining agreement (“Agreement”) covering the period January 1, 2021, to December 31, 2024, governing terms and conditions of employment for certain employees; and

WHEREAS, the Agreement addresses health insurance benefits under Article 19 – Health Benefits; and

WHEREAS, the Agreement addresses “Special Starting Wages under Article 25 – Seniority, Section 6 – Special Starting Wages; and

WHEREAS, LCWSA and CSEA have discussed the impact of these identified Agreement provisions on recruitment and retention and have mutually agreed that certain adjustments to those provisions would be beneficial to the parties;

NOW THEREFORE, LCWSA and CSEA agree as follows:

1. Article 19 – Health Benefits, Section 1 – Health Insurance Benefits for Employees, Subsections C, D and E shall be revised and replaced in their entirety with the following:

C. Health Insurance Plan

The Employer will provide the following base health insurance plan to eligible employees hired on or after January 1, 2021: the Excellus SimplyBlue Plus Gold 17 or another substantially equivalent health insurance plan.

LCWSA will also offer two additional Excellus metal plans (Platinum 2 and Silver 2 High Deductible Health Plan (HDHP)) pursuant to the terms outlined in this article.

The Employer may change health insurance providers and/or plans in accordance with the above on an annual basis.

An employee or his/her spouse or domestic partner shall not be eligible for double health insurance coverage under the LCWSA’s plan. If both husband and wife or domestic partners are employed by the LCWSA, then they shall be eligible for only one (1) coverage policy.

D. Contributions Toward Cost of Coverage

1. Effective January 1, 2022, LCWSA will pay one hundred percent (100%) of the total premium cost of the base, Gold 17 health insurance plan for fulltime LCWSA employees.

2. For full-time employees who elect Platinum 2 plan coverage, the LCWSA will contribute the total amount equal to 100% of the premium cost for family or single coverage, as applicable, for the Gold 17 base plan, and the employee will be responsible for the remainder of the premium cost.

3. For full-time employees who elect Silver 2 HDHP coverage, the LCWSA will contribute the total amount equal to 100% of the premium cost for family or single coverage, as applicable, for the Gold 17 base plan, and the employee will be responsible for the remainder of the premium cost. To the extent the Silver 2 HDHP plan premium is less than the Gold 17 base plan, the LCWSA will contribute the difference between the Gold 17 premium cost for family or single coverage, as applicable, and the Silver 2 HDHP family or single plan premium cost, as applicable, to a Health Savings Account (HSA) set up by the participating employee.

4. The health insurance plans offered and contribution costs for employees previously employed by Livingston County and hired by or transferred to the LCWSA without a break in service on January 1, 2019, or hired prior to January 1, 2021, is set forth in a separate Memorandum of Agreement.

5. Employees previously employed by Livingston County and hired by or transferred to the LCWSA without a break in service on January 1, 2019, or hired prior to January 1, 2021, may elect to take advantage of the health insurance plans and contributions outlined in Article 19 Health Benefits, Sections C and D.

Contribution obligations of all employees shall be adjusted by any changes in health insurance premiums that occur while this agreement is in effect in accordance with the terms set forth in this Section.

E. Health Savings Account (HSA)

If an employee commences participation in the HDHP mid-plan year, the employer contribution to the HSA will be prorated based on the remainder of whole months in the year. Such contribution will be made on the first full pay period pay date following the enrollment in the HDHP and the Employer's receipt of the employee's HSA account information.

An eligible employee who has a qualifying event that results in a change in health insurance coverage status (e.g., has a child or adds a spouse/domestic partner), will qualify for the pro-rated amount of HSA Employer funding for the remainder of whole months.

An employee may contribute additional money to his/her HSA, up to the maximum allowed under federal law, through pre-tax payroll deduction to the extent permitted by law.

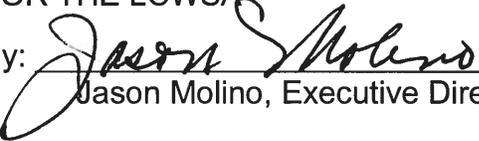
The Employer's obligation to fund an eligible employee's HSA ceases at the time of his/her separation from employment for any reason.

2. Article 25 – Seniority, Section 6 – Special Starting Wages shall be revised and replaced in its entirety with the following:

Any person hired by the LCWSA who does not have experience in a particular position shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage unless deemed appropriate by the Employer. If a higher wage is paid to the new employee, all salaries or hourly wages of employees involved in the same work will be increased by the difference between the starting wage or salary and the wage or salary paid to the new employee. If, in the sole discretion of LCWSA, a new person is hired in an hourly wage greater than the starting salary or hourly wage and they possess experience and qualifications that are greater than the minimum required to be appointed in the position, all salaries or hourly wages of employees involved in the same work or position will not be increased.

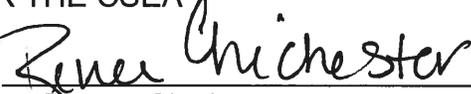
3. This Memorandum of Agreement shall represent the full and complete agreement between the parties.
4. The parties hereby acknowledge that each has read this Memorandum of Agreement, that each party fully understands its contents, and that each party signed the same and made this agreement voluntarily.
5. The parties agree that by mutual agreement, expressed in writing and signed by the parties, this Memorandum of Agreement may be amended.
6. This agreement is non-precedent setting.

FOR THE LCWSA

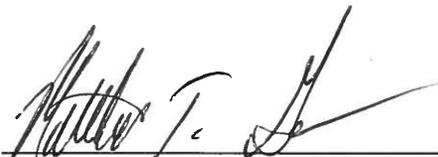
By: 
Jason Molino, Executive Director

Dated: 12/13/21

FOR THE CSEA

By: 
Renee Chichester,
Labor Relations Specialist

Dated: 12/14/2021

By: 
Matthew Gascon, Unit President

Dated: 12/13/21