

AGREEMENT

**by and
between**

SUFFOLK COUNTY WATER AUTHORITY

and

**UTILITY WORKERS' UNION
OF AMERICA
A.F.L. - C.I.O., LOCAL 393-2**

**Effective Period
April 25, 2011 through June 30, 2013**

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Agreement By and Between
Suffolk County Water Authority

and

Utility Workers' Union of America
A.F.L. - C.I.O., Local 393 - 2

AGREEMENT entered into as of April 25, 2011, by and between Suffolk County Water Authority (hereinafter "Authority") having its principal office in Oakdale, New York, and Utility Workers' Union of America, A.F.L.-C.I.O., Local 393 (hereinafter "Union") having its office at 20 Medford Avenue, Suite 105, Patchogue, New York 11772.

WITNESSETH:

Whereas the Authority is engaged in furnishing an essential public service vital to the health, safety and welfare of the population of the communities that the Authority serves; and

Whereas the Authority has a high degree of responsibility to the public in so serving the public without interruption of this essential service; and

Whereas the Authority cannot meet this responsibility unless it has the conscientious cooperation of its employees; and

Whereas it is therefore essential to the harmonious labor relationship of the Authority and its employees that disputes arising between the Authority and its employees be adjusted and settled in an orderly manner without interruption of service; and

Whereas both parties recognize the mutual responsibility of service to the public;

It is, in consideration of the premises and the mutual agreements and promises hereinafter contained, agreed as follows:

Article I: General Provisions

Section 1. In furtherance of harmonious relations among employees, management, and the public, and in full recognition by the Union of the pertinent provisions of law which prohibit strikes by employees of an authority, it is mutually agreed that there shall be no strikes and on the part of the Authority that there shall be no lockouts.

Section 2. The provisions of this Agreement are not intended to violate any act, statute or law which may be pertinent thereto. Notwithstanding any other provision of this Agreement, the Authority is entitled to take such action as is consistent with its obligation to comply with the Americans with Disabilities Act and all other statutes governing non-discrimination in employment, workplace safety matters governed by the Occupational Safety and Health Act and all other applicable legislation, governmental regulation or judicial determination (whether federal, state or local).

Section 3. The Union recognizes that the Authority is a public benefit corporation, that it was created and exists pursuant to state statute, that its operations are for the benefit of the people of the State of New York, and that it performs an essential governmental function in the carrying out of its statutory powers. By reason thereof, the Union acknowledges that the power of the Authority to enter into this Agreement or any of the provisions hereof is or may be subject to legal limitations, and in the event all or any part of this Agreement contravenes any statutory or legal requirements or exceeds the lawful powers of the Authority, then, to the extent of such contravention, this Agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provision shall not void the remainder of this Agreement, provided however that such provision can be severed from the Agreement without substantially affecting the whole hereof. The parties further agree that if any provision shall be found to be null and void, they will meet to negotiate a provision that shall be comparable and within the law.

Section 4. The Authority shall have the sole and exclusive right to carry out ordinary and customary functions of management whether or not possessed or exercised by the Authority prior to the execution of this Agreement. The Union, on behalf of the employees, agrees to cooperate with the Authority to attain and maintain full efficiency and to maximize customer service. The Union recognizes that the supervision and control of all operations and the direction of all working forces are vested exclusively in the Authority, and the Union recognizes the right of the Authority to hire, discharge, layoff, suspend, discipline, promote, demote, assign, schedule, or transfer any employee or employees of the Authority and direct them in their work. Such right is subject to the limitations hereinafter imposed by this Agreement. The exercise of such rights and powers shall not be arbitrary or capricious as to any employee or as to any provision of this Agreement.

Section 5. The Union recognizes and agrees that the Authority has the exclusive right to assign any work to any employee in the Laboratory, whether or not the employee is in the Laboratory Bargaining Unit, as it deems appropriate, to contract work out to other laboratories and contractors, and to hire and utilize temporary staff to perform Laboratory work provided the same is not done in an arbitrary and capricious manner. Work that is ordinarily and customarily

performed by Laboratory Bargaining Unit employees will not be let out on contract so as to cause a layoff or reduction in the rate of pay by reason thereof.

Article II: Recognition

Section 1. The Authority hereby recognizes the Union as the sole and exclusive bargaining agent for a separate and distinct Laboratory Bargaining Unit of the Union representing certain Authority laboratory employees with the following job titles: (1) Senior Chemist; (2) Chemist II; (3) Chemist I; (4) Laboratory Technician II; and (5) Laboratory Technician I.

Section 2. All other job titles and positions in the Authority laboratory shall be excluded from the Laboratory Bargaining Unit and the Union, including but not limited to the following job titles and positions: (1) Director of Water Quality and Laboratory Services; (2) Laboratory Manager; (3) Assistant Laboratory Manager; (4) Project Manager; (5) QA/QC Officer; (6) LIMS Supervisor; (7) LIMS Specialist; (8) Applications Developer; (9) Bacteria Laboratory Supervisor; (10) Sample Collection Supervisor; (11) Organic Laboratory Supervising Chemist; (12) Assistant Supervising Chemist (the Assistant Supervising Chemist position is not to exceed four (4) positions); (13) Chromatography Laboratory Supervising Chemist; (14) Inorganic Laboratory Supervising Chemist; (15) Supervisor of Receiving; (16) Office Administrator; and (17) Assistant Office Administrator.

Section 3. The parties agree that temporary positions are not in the Laboratory Bargaining Unit. New employees other than temporary employees in the Laboratory Bargaining Unit will be started in an appropriate Laboratory Bargaining Unit position and be subject to the probationary period set forth in Article III below. The word, “-Intern”, will be dropped from all positions, and employees currently holding a position with “-Intern” in their title will become members of the Laboratory Bargaining Unit subject to the probationary period set forth in Article III below from their respective date of hire. Temporary employees shall not be recycled so as to prevent them from entering the Laboratory Bargaining Unit.

Section 4. The use of temporary employees shall be limited to 90 consecutive calendar days per employee from the first day worked. After which the temporary employee is terminated or made permanent. Under certain circumstances, the Authority may request that the temporary employee be extended further. There shall be no time limitation on any temporary employee used to fill the spot of a Laboratory Bargaining Unit employee who is out or on a reduced schedule due to sickness, workers compensation, leave or other reason.

Article III: Hiring of New Employees

Section 1. The management of the Authority shall be the sole judge of a new employee's qualifications for employment. The Authority reserves the right to start new employees in an appropriate title and a rate of pay based upon their previous experience and education, and the Authority shall be the sole judge of the value to the Authority of such experience and education.

Section 2. Within one week after hiring any new Laboratory Bargaining Unit

employee, the Authority shall notify the Union of the employee's name, position and residence address. The first 160 working days of employment of the new Laboratory Bargaining Unit employee shall be a probationary period and shall be subject to paying Union dues. The Authority shall have the right to discharge any employee during the employee's probationary period, and such discharge shall not be subject to grievance and/or arbitration.

Article IV: Union Shop

Section 1. All members of the Union and/or under the jurisdiction of the Union, and all employees who become members pursuant to Article III shall continue to remain members of the Union in good standing for the duration of the Agreement as a term and condition of continued employment; the Authority shall not continue to employ any employee filling a position under the jurisdiction of the Union unless such employee is a Union member in good standing.

Section 2. The Authority shall deduct on each Thursday of each week per annum (except where a holiday occurs on a Thursday, in which case the deduction shall be made on Friday) from the wages of each employee who is a member of the Union and who signs a written authorization in form conforming to law each employees' dues for that week owed the Union (as such dues shall be prescribed by the Union's Constitution and Bylaws). The amount collected shall be turned over to the Treasurer of the Union forthwith along with a list of all employees from whom the deductions have been made.

Section 3. The Union shall have the privilege of maintaining a bulletin board provided by the Authority for notices to members of the Laboratory Bargaining Unit at a location in the Laboratory specified by the Director of the Laboratory. The Union may only post notices on said bulletin board.

Section 4. The Authority shall not interfere with, restrain, or coerce employees because of membership or lawful activity in the Union and shall not discriminate against, interfere with, coerce, demote, transfer or discharge any employee because of Union membership.

Section 5. The Union and/or its officers, agents, and members shall not intimidate, discriminate against, or coerce any employee with respect to the employee's right to work or the employee's tenure of employment.

Section 6. Members of the Laboratory Bargaining Unit may use eighty (80) 125-6 account hours per year.

Article V: Promotions and Vacancies

Section 1. It is mutually understood and agreed by all parties hereto that, because of the Authority's responsibility hereinbefore mentioned, the management must and shall be the judge of an employee's qualifications for promotion within the Laboratory Bargaining Unit, provided that such judgment shall not be exercised arbitrarily and capriciously.

Section 2. In the event of a vacancy within the Laboratory, the Authority will grant interviews to Laboratory Bargaining Unit employees who have met certain minimum qualifications and request to be interviewed. Jobs that are to be posted in the Laboratory will include a job description.

Section 3. An employee promoted to a higher category of work in the Laboratory Bargaining Unit who is incapable of holding the new position shall be returned to the employee's former position without loss of rights, privileges or seniority.

Article VI: Leave of Absence

Section 1. Employees, upon written request, may be permitted to be absent from work for a period of up to nine (9) months, upon approval of the Laboratory Director, which shall not be arbitrarily withheld. During this period of absence without pay, an employee may elect to use accumulated sick leave and vacation credits to supplement statutorily available short-term disability benefits (NYS Disability Benefits Law). At the point that the employee is no longer on the payroll (receiving sick leave or vacation payments) and after Family and Medical Leave Act benefits expire, said employee shall be responsible for the payment of medical, dental and vision premiums. Premium payment shall commence on the 1st of the month following the time at which the leave began.

a. A leave of absence will be normally granted for the birth of a child, adoption, or to care for a seriously ill parent, child or spouse or as stated in Section 3, 4 and 5 of this Article.

b. Application for a family leave shall be made at least 30 days prior to the commencement of the planned absence, except in the case of an emergency, and shall be made to Human Resources. The Union president (or his/her designee) shall be advised of all approved family leaves by the Human Resources Department.

c. The Authority, however, need not grant a leave of absence to permit an employee to take other full-time employment. If an employee during such leave of absence takes other full time employment, then the employee shall be subject to automatic discharge.

Section 2. Any member of the Union elected to an office in the Union requiring the employee's absence from duty, or selected as a delegate for specific activities for or on behalf of the AFL-CIO or its affiliates, which necessitates the employee's absence from the employee's regular work, shall upon written request therefore be granted a leave of absence without pay for such time as the employee holds such office.

Section 3. Employees granted leaves of absence under Section 1 or 2 above shall be entitled to return to work at their former job title with all rights and privileges.

Section 4. Employees may not go without pay for time not worked if they have accrued vacation, personal or sick time unless they are on a leave of absence approved in

accordance with this Article or it is otherwise prohibited by law. Accrued vacation, personal and sick time shall be charged for any time not worked, and the employee shall be paid for such time accordingly. Notwithstanding the foregoing, employees may keep up to two weeks of vacation banked during the calendar year and go without pay. Each employee must notify his or her supervisor by the end of the pay period of the desire to bank such vacation time and go without pay.

Section 5. When an employee is called for jury duty, the employee shall immediately notify his/her supervisor or department manager. In the event the employee cannot be excused, the Authority shall pay the difference between the employee's jury duty service fee and the employee's regular wage rate.

Section 6. An employee who is ordered or transferred to other occupations by the Federal or State government to aid in war effort shall be deemed to be in United States Service and shall be given a leave of absence. At the end of such service the employee shall be reinstated to the employee's former job title, with all rights and privileges provided that, however, the employee has been honorably discharged, is qualified to perform the duties of the employee's position, and makes application for reemployment within the time periods set forth in USERRA.

Article VII: Strikes and Lockouts

Section 1. In furtherance of the general policy referred to in Article I, the Union agrees that there shall be no strike, walkout, stoppage, slow down, cessation of work or job action at any time, and the Authority agrees that there shall be no lockout at any time.

Section 2. Neither the Union nor the Authority shall engage in subterfuge for the purpose of defeating or abating any of the provisions of this Agreement.

Article VIII: Security of Tenure

Section 1. No employee shall be discharged for arbitrary or capricious reasons. In the event an employee in the Laboratory Bargaining Unit is discharged, the Union shall be immediately notified in writing. Should the Union deem the discharge arbitrary and capricious, it shall file a grievance and proceed in accordance with Article IX.

Article IX: Grievances

Section 1. The Union shall furnish the Authority with the names of its officers, departmental representatives, and members of its three-person Grievance Committee.

Section 2. A national representative of the Union, duly designated for the purpose, may participate in all negotiations with the Authority as a member of the Grievance Committee.

Section 3. Any Union representative designated under Article IX, Section 1, hereof, and any aggrieved Laboratory Bargaining Unit employee, if required, who shall leave the

employee's work in order to meet with Authority representatives in negotiation for adjustment of differences or grievances shall receive the employee's regular pay while so engaged during the employee's normal hours of work. Such representative shall give the employee's immediate supervisor sufficient notice prior to said meeting so that arrangements may be made to relieve the employee from duty, due consideration being given to the operational needs of the Authority. Except as otherwise provided herein, there shall be no meeting or meetings pertaining to Union business on Authority property and during working hours unless agreed to by the Authority.

Section 4. With reasonable advance notice and permission from the Director of the Laboratory or her designee, which shall not be unreasonably denied, any Union representative designated under Section 1 or 2 hereof, shall be permitted to enter on the Authority's property at all reasonable times for the purpose of investigating any grievance arising between the members of the Union and the Authority, provided that such investigation shall not interfere with orderly operations of the Authority, and in no event will the Union representative enter any Laboratory area without permission that shall not be unreasonably denied for the purpose of investigating a grievance, with an escort designated by the Director of the Laboratory or her designee.

Section 5. Any dispute or disagreement as contemplated shall be brought to the attention of an appropriate supervisor by the Shop Steward and affected Laboratory Bargaining Unit employee in the department where the dispute took place within twelve (12) calendar days after the affected employee becomes aware or should have become aware of the dispute or disagreement. If within seven (7) calendar days such a dispute has not been resolved, the Union shall within twelve (12) calendar days submit a written grievance and a complete factual background as then known and any employee and/or provisions claimed violated. Thereafter, a meeting shall be scheduled within twelve (12) calendar days with the Lab Director or her designee, Shop Steward and Grievance Chairman. If there has been no resolution within twelve (12) calendar days, the Authority shall then provide to the Union a written explanation detailing why said grievance has been denied.

Section 6. The Union shall within twelve (12) calendar days schedule a final meeting between the Human Resources Department and Grievance Committee in efforts to resolve the grievance. Prior to such meeting, the Union and the Authority may request to receive such information within the control of the other party which is relevant to a full discussion and so as to enable either side to fully and completely set forth its position as to the merits of either party's claim. The parties recognize and agree that it is contemplated that multiple grievances will be heard at the final meeting. The Human Resources Department shall within twelve (12) calendar days after such meeting issue a determination of the grievance in writing.

Section 7. Upon receipt of the subject determination, either party shall then have the right within fourteen (14) calendar days to file a demand for arbitration on the other party in accordance with Article X.

Article X: Arbitration

Section 1. When a demand for arbitration is received, the Union and the Authority or their designees shall contact the next scheduled arbitrator on the arbitration panel for purposes of

scheduling the matter. The panel of arbitrators is listed on a separate schedule maintained by the Authority and the Union. The panel shall be utilized in its numbered order. In the event an arbitrator is unable to serve for any reason whatsoever, the next available arbitrator on the list shall be contacted.

Section 2. The initial arbitrator list shall remain in place for a period of twelve (12) months. Thereafter, either side may request the removal of one (1) arbitrator and propose a replacement. No replacement shall be put on the list without the consent of the other side, whose consent shall not be unreasonably withheld. No replacement may be removed until they have served at least twelve (12) months, unless both sides agree.

Section 3. Hearings shall be held at a site in Suffolk County to be mutually agreed upon between the parties. Both sides shall share all expenses associated with arbitration, except the late cancellation fees shall be paid by the party requesting the cancellation.

Section 4. The award of an arbitrator shall be final and binding upon the parties hereto. The arbitrator shall determine whether the Authority acted either arbitrarily or capriciously, except that the arbitrator shall determine whether the Authority acted with just cause for disciplinary matters that do not involve termination. The Arbitrator shall not have the right or authority to add to, amend, change or alter the terms and provisions of this Agreement.

Section 5. The aggrieved person or persons and the local Union president shall receive regular pay while engaged in arbitration. The expenses of an arbitrator shall be shared equally by the parties.

Article XI: Wages

Section 1. During the term of the Agreement, the wages for all current Laboratory Bargaining Unit employees shall be as set forth below. Notwithstanding the following, no payments or increases shall be made to any person who is not employed as a member of the Laboratory Bargaining Unit as of the date of this Agreement.

Section 2. A lump sum payment of 1.25% of base salary as of February 1, 2008 shall be made to each employee on the active payroll as of February 1, 2008. Effective January 1, 2009, each employee on the payroll as of that date shall be entitled to a retroactive wage increase of 2.0% on the employee's basic hourly rate. Effective January 1, 2010, each employee on the payroll as of that date shall be entitled to a retroactive wage increase of 2.0% on the employee's basic hourly rate. Effective upon the first Tuesday following the ratification of this Agreement, each employee on the payroll as of that date shall be entitled to a wage increase of 2.0% on the employee's basic hourly rate. Effective July 1, 2012, each employee on the payroll as of that date shall be entitled to a wage increase of 2.0% on the employee's basic hourly rate.

Section 3. Such pay shall be paid weekly by check at the place where the employee reports for work during regular working hours on every Thursday for the week ending and including the previous Monday at midnight, or holiday, the wages due shall be payable on the

following day. Employees may participate on a voluntary basis in direct deposit of payroll as provided by the Authority's current program.

Section 4. The Authority reserves the right to start new employees in an appropriate title and a rate of pay based upon their previous experience and education, and the Authority shall be the sole judge of the value to the Authority of such experience and education.

Article XII: Overtime

Any work performed in excess of the normal work day, defined as seven and one-half hours between 7:30 a.m. and 6:00 p.m. or more than 37.5 hours per week, shall be considered overtime and shall be paid for at the rate of one and one-half (1 ½) times the regular rate, except when an employee is making up for time not worked.

Article XIII: Holidays

Section 1. The following days shall be deemed to be paid holidays for all employees whose jobs are listed in this Agreement:

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday**	Friday after Thanksgiving
Christmas Eve*	Christmas Day
Labor Day	Martin Luther King's Day
Memorial Day	Independence Day

* Last regular work day before Christmas Day

**For employees working workweek shifts other than Monday to Friday, the Good Friday holiday shall be observed on Easter Sunday or the last regular working day before Easter Sunday.

Section 2. If any of the above holidays fall on an employee's regularly scheduled first day off, the employee shall be entitled to an extra day's pay. If the holiday falls on an employee's second day off, the employee shall be entitled to the next day off. Any employee whose regular work shift includes a holiday shall be paid at the employee's regular rate for hours worked on said day in addition to holiday pay.

Article XIV: Vacations

Section 1. Vacations may be taken throughout the year consistent with past practice and will be scheduled in such a manner so as not to conflict with Laboratory operations. Vacations may be taken as weekly periods or as individual days provided that the periods or individual days chosen meet with Lab Director or her designee's approval. Preference shall be given by seniority based upon employee number within each area. A list of Laboratory Bargaining Unit employee numbers is attached hereto.

Section 2. Vacation time is accrued on a monthly basis at a rate equal to the following schedule:

<u>Length of Service on Anniversary Date</u>	<u>Annual Vacation Allowance</u>
1 year of service	10 days with pay
5 years of service	15 days with pay
12 years of service	20 days with pay
19 years of service	25 days with pay
24 years of service	26 days with pay
25 years of service	27 days with pay
26 years of service	28 days with pay
27 years of service	29 days with pay
28 years of service	30 days with pay

Section 3. Employees may accumulate up to 1.5 times their vacation accrual rate in any calendar year. All accumulated vacation in excess of 1.5 times the employees vacation accrual rate must be used by December 31st of that year or it will be forfeited. Employees shall be permitted to convert up to five (5) vacation days to sick days at the end of the year.

Section 4. Each December, the Authority will buy back accumulated vacation time in excess of 15 days during the current year, for any employee who so elects. All employees will receive annual notification outlining what their unused accrued vacation time is and how much qualifies for buy back. Instructions will accompany the notification and must be followed exactly in order to qualify for the buy back.

Article XV: Illness and Accident

Section 1. By illness is meant physical inability to work for a cause not covered under the Worker's Compensation Act, whether due to sickness, accident, or otherwise. By accident is meant physical inability to work for a cause covered under the Worker's Compensation Act.

Section 2. Laboratory Bargaining Unit employees will be given leave for illness of one (1) day with pay for each month's service accumulated as a permanent employee and this shall be cumulative. The Authority and/or the Union shall have the right in all cases where sick

leave is claimed or granted to make an investigation, including physical examination by a competent physician, as it deems necessary at the requesting party's expense.

Section 3. All employees are expected to call their supervisors, within a reasonable time prior to their scheduled starting time when not reporting for work because of illness. Failure to notify the Authority within a reasonable time prior to starting time shall result in loss of sick pay, unless such failure is due to an emergency or other cause acceptable to the Authority.

Section 4. The Authority shall have the right to require an employee to furnish satisfactory evidence (including a doctor's certificate) that the employee's illness or accident is bona fide and that the employee is unable to work. Should the illness be protracted, the Authority shall have the further right to make such additional investigation, including physical examination by a competent physician, as it deems necessary. In the event investigation discloses sick leave to have been unnecessary, the Authority shall be entitled to a reimbursement of money paid to such employee for which he was not entitled. Such money shall be returned to the Authority by the employee, and the employee is subject to appropriate discipline.

Section 5. Disability illnesses (absences lasting more than five (5) consecutive work days) are covered under the Authority's Disability Income Plan and proper procedure under such plan should be followed. The Authority's Disability Income Plan will run concurrently with the Family and Medical Leave Act. In addition, employees shall be subject to the Authority's policy "Non-Work Related Disabilities" as the same may be amended from time to time.

Section 6. Employees injured while at work for the Authority have an affirmative obligation to seek medical attention within three (3) calendar days of the date of the injury. Medical documentation must be provided to the Authority within six (6) calendar days after the injury. Workers' compensation payments may be withheld if said documentation is not provided. When documentation is provided, the employee shall receive his payments retroactively. Failure to seek timely medical attention as set forth above may result in the Authority ordering an employee to an Authority designated physician to document said injury. Injured employees have a continuing obligation to provide the Authority with updated medical information while out of work on a job related injury. Any employee who fails to attend a medical examination and/or Workers' Compensation hearing, without good cause, will have his/her supplemental benefits suspended. The supplemental benefit will resume after the employee has attended the necessary medical examination and/or Workers' Compensation hearing.

Section 7. The Authority will adopt a priority medical referral system for immediate consultation on particular claims.

Section 8. Employees receiving Workers' Compensation benefits or on light duty shall provide updated medical reports to the Authority every four (4) weeks.

Section 9. Employees shall not be permitted to charge excused time for medical treatment related to a workers' compensation accident or injury unless the medical treatment is

scheduled during the last two hours of a normal workday and the medical treatment is not available at any other time. Upon application to the Human Resources Department, the Authority may permit employees to charge portions of a day for medical treatment. Requests shall not be unreasonably denied.

Section 10. In case of a job-related accident or injury, the Authority shall pay to the employee the difference between 85% of the employee's regular salary and the maximum allowable statutory benefit as defined by the New York Workers' Compensation Law (currently \$147.97/day or \$739.83 per week). The foregoing 85% shall change to 100% within three years of retirement eligibility. Where possible, such employee shall be required to return to work on a limited basis. Notwithstanding the foregoing, employees who are out on Workers' Compensation and are approved for Social Security Disability Benefits shall have their Authority supplemental payment reduced so that the total amount they receive from all sources is a maximum of 100 % of salary.

Section 11. The first five days of each Workers' Compensation application or leave per injury will be chargeable to excused time. Thereafter, statutory benefits will be provided through the Authority's Workers' Compensation carrier after three weeks of advancement of benefits by the Authority, subject to repayment by the employee directly or through accrued time.

Section 12. To help expedite the claims process, the Authority shall provide administrative assistance to employees for Workers' Compensation benefits with the Authority's Workers' Compensation carrier through an individual within the Authority's Human Resources or other appropriate department. However, employees filing for Workers' Compensation benefits have an affirmative responsibility to file claims in a timely manner, attend hearings and medical examinations as scheduled, and to provide all requested documentation and reports as requested by the Workers' Compensation carrier or Workers' Compensation Board in a timely manner.

Section 13. When a conflict arises between the Authority and an employee based upon a medical report of a duly licensed physician as to whether an employee may return to work on a full or light-duty basis, the Authority shall notify the Union as to its belief that an employee may return to work on a full or light-duty basis, and the status quo shall prevail pending the following procedures:

a. The Authority will notify the employee and the Union, by certified mail, of the existence of a conflict.

b. The services of ExamWorks, Inc., hereinafter referred to as "ExamWorks", designated by the parties as an independent medical facility, shall be utilized to resolve the above dispute. The above facility shall serve as the independent medical facility for the term of this Agreement. Either party shall have the option of proposing a different facility which would replace ExamWorks if the parties mutually agree.

c. The employee will execute a general medical release authorizing the release and transmittal of any and all medical reports by his personal physician and by a physician selected by the Authority to ExamWorks. ExamWorks shall be provided by the Authority, Union and employee with all available information (but only medical reports and documentation) and shall be advised by the Authority, in writing, as to the specific light-duty task available for such employee, with a copy of said letter forwarded to the Union. All medical reports and documentation sent to ExamWorks shall be exchanged between the Authority and the Union.

d. The employee must undergo a physical examination relating to his injuries, including diagnostic testing as determined by ExamWorks (except for invasive or other dangerous procedures which may be undertaken only with the consent of the employee), as scheduled by the Authority. Any request by an employee for a rescheduling of an examination shall be done only with the consent of the Authority, which consent shall not be unreasonably withheld. The willful failure of an employee to undergo such examination shall result in the termination of wages and an employee will be required to utilize unused sick leave time until such time is exhausted.

e. ExamWorks shall examine the employee, issue an appropriate medical report and make a determination as to whether the employee is able to return to work on light duty and, if so, for what periods of time. Such reports shall be forwarded to the Union and the Authority simultaneously.

f. The expenses of ExamWorks shall be shared equally by the parties.

g. If ExamWorks determines that an employee can return to work, the employee shall be required to return to work, with duties consistent with the determination, within three (3) days of receipt of written notice, such notice to be sent by certified mail, return receipt requested, with a copy of such written notice to be simultaneously forwarded to the Union. After such time, the employee shall not be entitled to further compensation until said employee returns to work.

h. If ExamWorks recommends a return to work on light duty, the employee returns to work on light duty, but thereafter is re-injured or has his or her injury aggravated in the process of working, the employee may be required to return to ExamWorks for reevaluation of status and condition.

Section 14. An employee who returns to light duty work shall be placed on light duty under the following provisions:

a. Light duty assignments shall be consistent with ExamWorks' report.

b. If no light duty work is available at an employee's normal work location, the Authority may reassign the employee to light duty work elsewhere in the Laboratory.

Section 15. If an employee is absent from work in excess of five (5) consecutive months due to a job-related injury which is covered under the Workers' Compensation Act, such employee will be required to apply for Social Security disability benefits. The determination made by the Social Security Administration at any level, and any reports or documents forming the basis of such determination, may not be used against the employee in any manner by the Authority, except as described in Section 10 above.

Section 16. In the event an employee initiates any action or proceeding against a third party on the basis of an injury for a cause covered by the Workers' Compensation Act, the Authority shall have a lien against and is entitled to be reimbursed for any monies which have been paid to the employee as the difference between the employee's compensation benefits and the employee's regular salary for that portion of a judgment which reflects loss of earnings of wages.

Section 17. An employee must submit the applicable medical forms to the Authority within seventy-two (72) hours of a visit to the employee's doctor in order to be entitled to any monies; if such forms are submitted late, monies due will be paid retroactively.

Section 18. For job related injuries or illnesses incurred after February 24, 1998, employees out of work as the result of such injury or illness for six (6) consecutive months, shall cease to accrue sick, vacation and personal leave time until they return to work; such time to be prorated on a twelve-month basis.

Article XVI: Benefits

Section 1. The Authority will pay the entire cost of the Empire Plan of the New York State Employees' Health Insurance Program specified in Section 163 of the Civil Service Law, as amended, for participants in the State Program. The Authority will pay the cost of the New York State Employee's Health Insurance Program as determined by Article II of the New York State Civil Service Law for those employees who retire with a minimum of five (5) years of continuous service with the Authority and a total of ten (10) years within the Program and who are working for the Authority at time of retirement and will also pay sixty percent (60%) of such employee's accumulated unused sick leave at the time of retirement.

Section 2. The Authority will pay the full premium for individual and family coverages for the SCWA Dental Program. The Authority reserves the right to change to a different program with a comparable level of coverage and participating providers.

Section 3. The Authority will pay the full premium for individual and family coverages for the SCWA Optical Plan. The Authority reserves the right to change to a different program with a comparable level of coverage and participating providers.

Section 4. The Authority agrees to provide the option to all employees upon retirement, to receive full Dental and Optical benefits for themselves and their families provided the employee agrees to pay fifty percent (50%) of the current premium for said benefits.

Section 5. The Authority will pay the full premium for the SCWA's group life insurance plan. Such plan will provide group life insurance which provides a death benefit equal to 1.5 times the employee's base annual salary, minimum of \$50,000 to maximum death benefit of \$150,000. Upon termination of employment (retirement, resignation, discharge), the benefit will end. Employees hired prior to January 1, 1993 shall be permitted to maintain their current \$50,000 death benefit plan. The Authority reserves the right to change to a different life insurance program with a comparable level of coverage.

Section 6. Employees shall be given and shall be permitted the use of leave for personal purposes of not more than three (3) days each year in accordance with the Authority's policy regarding "Absent for Personal Business" as the same may be amended from time to time. Any personal time not used during the year shall be converted to sick time.

Section 7. Employees shall be permitted time off in the event of death of a family member in accordance with the Authority's policy on death in family as the same may be amended from time to time.

Section 8. The Authority will grant two (2) coffee breaks of fifteen (15) minutes duration each, one in the morning and one in the afternoon.

Section 9. Employees may participate in the Authority's program for health benefits buy-back. The Authority will pay each employee and retiree who is willing to participate in the program a total annual amount of Two Thousand Dollars (\$2,000) payable as follows: one twelfth (1/12) of the annual buy-back amount for each complete month of non-coverage within the calendar year. Payment will be made on a semi-annual basis in late June and late December of each year. Under this program an employee can reinstate his health insurance coverage with the Authority on the first day of the third month following the date of the employee's enrollment form, provided such reinstatement is allowed by the subject health insurance program. The employee's monthly benefit for insurance buy-back will terminate in the month of reinstatement to the health insurance program.

Section 10. The Authority will furnish in style, quality, and color, which it selects suitable work clothing to full time sample collectors in the amount not to exceed twenty (20) units per year and to part time sample collectors in the amount not to exceed ten (10) units per year. Clothing item units shall be as follows:

<u>Item</u>	<u>Unit</u>
Trousers	1
Summer Jacket	2
Winter Jacket	4
Shirt-Winter	1.5
Shirts, short sleeve - sport (for specified personnel only)	1
Tee Shirt	0.5
Overalls	1
Coveralls	1.5

Coveralls, insulated	3
Cap	0.5
Insulated vest	1.5
Insulated hooded sweatshirt	2

All other employees will be provided with two lab coats per year.

Article XVII: Pensions

Section 1. The Authority is a participating employer in the New York State Employees' Retirement System. All full time employees are required to become members of the Retirement System unless they are not eligible. Service credit shall be computed for a period commencing from the date of the employee's employment. The provisions of law and the rules and regulations of the New York State Employees' Retirement System and any amendments thereto shall apply to all employees that are members of the Retirement System.

Section 2. Employees are permitted to participate on a voluntary basis in the Authority's Section 457 - Public Employee Deferred Compensation Program.

XVIII: Tuition Reimbursement

The Authority and the Union are committed to maintaining a highly educated workforce. Laboratory Bargaining Unit employees will be permitted to participate in the Reimbursement of Education Costs for Job Related Education portion of the Authority's Tuition Reimbursement Plan for Management Employees, as the same may change from time to time for management employees. Courses/classes/programs must be approved by the Laboratory Director and Authority CEO in advance to eligible for reimbursement. Tuition reimbursement is subject to the terms and conditions of the Authority's Tuition Reimbursement Plan for Management Employees.

Article XIX: Committees

1. A joint Labor-Management Committee is hereby established for the purpose of discussing matters and problems of mutual interest to the Authority and the Laboratory Bargaining Unit, including employee development. The Committee shall consist of a maximum of four (4) Authority representatives and a maximum of four (4) Union representatives, which Union representatives shall include up to two (2) Laboratory Bargaining Unit employees. The Committee may meet from time to time as mutually agreed to by the parties. The Committee shall not consider any problem that properly should be handled under the normal grievance procedure of this Agreement.

2. There shall be a Safety Committee to consist of a maximum of three (3) Authority representatives and a maximum of three (3) Union representatives, which shall include the Union's Safety Chairman and up to two (2) members of the Laboratory Bargaining Unit. The Committee may meet from time to time as mutually agreed to by the parties to discuss matters pertaining to the health and safety of the employees and regulations in connection therewith.

3. There shall be a Grievance Committee to consist of a maximum of three (3) Authority representatives and a maximum of three (3) Union representatives, which shall include the Union Grievance Chairman, Recording Secretary and a member of the Laboratory Bargaining Unit. The Grievance Committee shall meet from time to time as mutually agreed to by the parties to discuss grievances in accordance with Article IX.

4. Any Union or Laboratory Bargaining Unit member designated under this Article who shall leave the employee's work in order to attend a committee meeting shall receive the employee's regular pay while so engaged during the employee's normal hours of work. Such representative shall give the employee's immediate superior sufficient notice prior to said meeting so that arrangements may be made to relieve the employee from duty, due consideration being given to the operational needs of the Authority. Except as otherwise provided herein, there shall be no meeting or meetings pertaining to Union business on Authority property and during working hours unless agreed by the Authority.

Article XX: Duration of Agreement

This Agreement shall be in force and effect from April 25, 2011, through June 30, 2013. It shall be renewed from year to year unless either party serves notice upon the other in writing not less than sixty (60) days before any anniversary date thereafter, of its desire to amend or change any of the provisions.

This Agreement setting forth and constituting all of the terms and provisions of the Agreement shall be effective as of April 25, 2011.

SUFFOLK COUNTY WATER AUTHORITY

James F. Gaughran, Chairman

APPROVED:

UTILITY WORKERS' UNION OF AMERICA A.F.L. – C.I.O., LOCAL 393

Nicholas Caracappa, President

Vincent Ammirati, Vice President

Barbara Ash, Treasurer

Rose Tullo, Secretary

Executive Board Members

Oscar Montalvo III

Louis DeGonzague

Robert Marcos

Eileen Rowe

LAB UNION EMPLOYEE NUMBERS

Pers.No.	Last name	First name
00001811	Denmeade	Letitia
00001849	Kelly	Patrick
00001974	Estevez	Michael
00001978	Walsh	Annmarie
00001988	Klug	Janet
00002019	Marciana	Scott
00002038	Parkin	Kevin
00002060	Regan	Michelle
00002076	Kessel	Mark
00002088	Hughes	Kelly
00002110	Aracri	Steven
00002126	Gorman	Kristen
00002173	Giampa	Mark
00002191	Marsden	Gavin
00002213	Pollert	Frederick
00002226	Marrone	Theresa
00002235	Cavallo	John
00002236	Le	Huong
00002237	Resto	Mark
00002238	Coppola	Joseph
00002293	Iannucci	Valerie
00002318	Liebowitz	Trina
00002319	Denby	John
00002326	Turecamo	James
00002337	Seyam	Laura (Lamiaa)
00002343	Randall	Lauren