

**AGREEMENT**

**BETWEEN**

**ERIE WATER WORKS**

**AND**

**LOCAL UNION 2206 AFSCME, AFL-CIO**

**JANUARY 1, 2022 - DECEMBER 31, 2025**

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**ARTICLE I**  
**RECOGNITION AND PREAMBLE**

**WHEREAS**, the Pennsylvania Labor Relations Board has certified AFSCME District Council 85, AFL-CIO (Certificate #R-93-609-W) to be the exclusive bargaining representative of certain employees of the Erie WaterWorks (“EWW” or “Employer”) for the purpose of collective bargaining with the EWW but excluding all other employees, foremen, guards, supervisory and any confidential employees, as defined in the Pennsylvania Public Employees Relations Act (Act 195); and

**WHEREAS**, representatives of the EWW and of the Union have reached an Agreement as a result of collective bargaining (“Agreement”), the provisions of which are set forth herein and in the Appendix attached hereto.

**NOW, THEREFORE**, intending to be bound, the parties agree as follows:

This Agreement, entered into by the Erie Water Works, hereinafter referred to as the EWW or employer, and AFSCME District Council 85, representing Local Union 2206, hereinafter the Union or employee, has as its purpose the promotion of harmonious relations between the Employer and Union, the establishment of rates of pay, hours of work, and other conditions of employment.

This Agreement constitutes the sole, entire and existing Agreement between the parties hereto and supersedes all prior agreements and practices, oral or written, express or implied.

**ARTICLE II**  
**UNION SECURITY**

**A. MAINTENANCE OF MEMBERSHIP**

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union for the duration of the collective bargaining agreement so providing with the provision, that any such employee or employees may resign from the Union during a period of fifteen (15) days prior to the expiration of the collective bargaining agreement. Said resignation shall be in writing to the president of the union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

**B. CHECK-OFF**

1. The Employer agrees to deduct an amount equal to the Union dues and assessments, if any, from the pay of those Employees who individually request in writing that such deductions be made. Such requests shall be made on a Union payroll deduction authorization card, which the Employer will implement in a timely manner upon receipt. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deduction of Employees shall be remitted together with an itemized statement to the Union within seven days of the Employees' biweekly pay date.

2. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action

arising out of or resulting from the provisions of the Article, including, but not limited to, actions taken or not taken by the Employer.

3. The Employer shall provide to the Union, when requested, but no more often than on a quarterly basis, a list of all employees covered by the Collective Bargaining Agreement. This list shall contain the following information: employee name, home address, telephone number, position, hourly rate of pay, membership status, date of hire. The Employer shall provide this electronically, in Excel or similar format, if possible. The electronic file shall be transmitted by email to the District Council Staff Representative, if possible.

4. The Employer agrees to deduct monies from the pay of bargaining unit Employees who individually request, in writing, that such deductions be made. Such deductions shall be in line with other procedures of this Article, and forwarded to the Union's Committee on Political Action.

### **ARTICLE III** **MANAGEMENT RIGHTS**

The Employer shall have and retain, solely and exclusively, all managerial rights and responsibilities which shall include, but are not limited to:

1. The employer shall have full and exclusive control to determine the policies of the Employer, such as: establishing, amending, or modifying an overall budget; supervising of all operations, methods, processes, means and personnel by which any and all work will be performed (which includes determination of the size and types of employment required to meet the operational needs of the employer);

2. To establish, set, change, combine, or abolish job classifications, job descriptions, existing job positions, and employment standards for hiring and managing current and future active and vacant employment positions;

3. The right to change, introduce, expand, reduce, alter, combine or cease any existing or new job operations, services, technology, methods, processes, means or facilities;

4. The right to determine the qualifications of employees; to hire, retain, promote, demote for just cause, assign, transfer, lay off and recall employees to work for all employment positions whether permanent, temporary, new or vacant jobs;

5. The right to fill a position outside the bargaining unit for jobs not normally performed by the bargaining unit, temporary positions not bid on by members of the bargaining unit and to contract out for any large projects which would not occur on a repetitive basis;

6. The right to reprimand, discipline, suspend or discharge for just cause;

7. To establish and change work rules, to determine the starting and quitting time, breaks, lunch hour, and the number of hours and shifts to be worked;

It is understood that the EWW may exercise any and all other managerial prerogatives, except as expressly modified or restricted by a specific provision of the Agreement

**ARTICLE IV**  
**PROBATION**

The probationary period for all employees shall be 120 work days from the date of hire. During the probationary period, an employee may be discharged at the discretion of the EWW. Discharge may be for any lawful reason and, during this period, the employee shall have no recourse to the grievance procedure. The following apply to all probationary employees:

1. They are subject to checkoff and fair share immediately;
2. Their health and welfare benefits shall commence the first day of the month following their successful completion of three (3) calendar months of employment.
3. They shall be eligible for all paid holidays celebrated after the successful completion of three (3) calendar months of employment.

**ARTICLE V**  
**NONDISCRIMINATION CLAUSE**

Both the EWW and the Union agree not to discriminate against any employee on the basis of race, color, religion, sex, marital status, age, union activity, political affiliation, non-job related disability, national origin, or any other legally protected status.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by

the Employer or any employer representative against any employee because of union membership or because of any employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**ARTICLE VI**  
**VACANCIES, PERMANENT AND TEMPORARY JOB POSITIONS**  
**AND INTERNS DEFINED**

**A. VACANCY**

A job vacancy is defined as any permanent or temporary position that is not currently filled due to reasons such as employee separation, curtailment of operations, employee illness, employee leaves of absence or a newly created job;

All vacancies are subject to the Job Bidding provisions set forth under Article VII of this contract.

**B. ACTIVE POSITION**

Active position refers to a permanent or temporary position that is currently filled by an employee or person who successfully complied with the standards set forth in Article VII.

**C. PERMANENT POSITION**

A permanent position is an existing or new job classification which was or is intended to exist for a time period longer than one (1) year.

**D. TEMPORARY POSITION**

Temporary vacancies are job classifications that are currently unoccupied due to employee separation or any approved leave of absence as per this Agreement or any new position which the EWW has reason to believe will last for less than one (1) year.

**E. INTERNS**

The EWW may, at its discretion, hire interns. Interns will be limited to full-time students. A full-time student is defined as anyone taking 12 credit hours or more during the fall or spring semesters, or nine credit hours or more during a trimester. Interns may be used to perform bargaining unit work. However, they shall not be used to replace any regular, full-time employees covered under this agreement.

**ARTICLE VII  
TRANSFERS, JOB BIDDING, AND REDUCTION IN WORK FORCE**

**A. POSTING AND BULLETIN BOARD**

When a job vacancy needs to be filled, a notice of the vacancy will be posted on bulletin boards provided by the EWW, for a period of six (6) working days. The EWW will attempt to fill the position within ten (10) working days after the posting is removed.

The EWW agrees not to fill any bargaining unit position from outside the EWW unless no person from the bargaining unit applies or meets the qualifications for such position.

**B. BIDDING**

1. Process: Once a vacancy is posted, it is the employee's responsibility to initiate bidding. An employee bids on a vacancy by submitting a completed, official EWW bid form to the Human Resources Manager. The Human Resources Manager must acknowledge receipt of the bid form by providing the employee with a time stamped copy, in order for the employee's bid to be valid. Furthermore, all bids must be received by the Human Resources Manager or a designated supervisor if the Human Resources Manager is unavailable, no later than the close of business on the sixth day the notice is posted.

2. Eligibility: All members of the bargaining unit, those who are currently on a leave of absence, out on workers compensation or on short term disability are eligible to bid on a vacant job, provided they meet the following requirements:

a. They are able and available to start the position no later than three (3) months after the posting has been removed; and

b. They have not successfully bid on a position within a six (6) calendar month period.

**C. SELECTION OF EMPLOYEE**

1. Qualifications: The EWW shall determine the job related qualifications of an employee to perform the work required for the position. The EWW will evaluate an employee's skills and ability to perform the work available by balancing the following factors: education; previous experience; work record; tests designed to evaluate skill and/or performance, which are reasonably related to the job in question, including physical ability to perform the job.

2. Seniority: In cases of competing bidders, the job may be awarded to a less senior bidder when the less senior bidder is more qualified. Any action taken in reliance upon the last proviso of the preceding sentence shall be subject to the grievance procedure. The Employer shall have the burden of establishing the basis of its action in any arbitration arising thereunder.

**D. TRIAL PERIODS AND PROBATION**

1. An employee who is awarded a job under the bidding procedure shall be given thirty (30) working days to demonstrate his or her successful adaptation to the position and to hold said job on a regular basis. If the EWW finds that the employee has not satisfactorily adapted, he or she will be returned to their former job. The employee may also elect to return to his or her former job within the same trial period. This period may be extended by agreement between the employee, the Union and the EWW.

2. Employees on probation are not eligible to bid on posted jobs.

**E. REDUCTION OF WORK FORCE AND JOB ELIMINATION**

In the event a position is eliminated, or a reduction in work force occurs, the employee(s) with the least amount of seniority in the job classification will be affected first. Any employee who is displaced from his or her position shall first be moved into any vacant position within his or her job classification; second, the affected employee shall be permitted to exercise his/her seniority right to bump laterally or down, replacing any employee with less seniority. Such employee, may if he or she so desires, bump any employee in an equal or lower job classification provided in each case the employee who is bumping is qualified to perform the available work.

**F. RECALL**

Employees shall be recalled from layoff according to their seniority and qualifications to perform available work. No new employee shall be hired until all employees on layoff status qualified to perform the work have been recalled.

**G. TRANSFERS**

1. Employees desiring to transfer to other jobs shall submit an application in writing to the Human Resources Manager. The application shall state the reason for the requested transfer.

2. Employees requesting transfers to vacant jobs for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority and qualifications.

3. Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job or an equal classification on the basis of seniority and qualifications.

**H. TEMPORARY JOB OPENINGS**

In the event a temporary job vacancy occurs due to an extended employee absence, the EWW will offer the opportunity to fill the temporary vacancy to the most senior qualified employee or allow the vacancy to continue. In the event the EWW wishes to fill the temporary vacancy, and the most senior qualified employee does not wish to fill it, the offer will be extended to other qualified employees in descending order of seniority. The least senior

qualified employee must fill the vacancy. The EWW may remove any employee from a temporary position if found not to be qualified and appoint a replacement. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own rate, which ever is higher.

If a temporary job opening lasts longer than three (3) months it shall be filled as if it were a permanent vacancy, nevertheless it shall remain temporary and Sections A and B above would apply. If no qualified employee applies for a temporary vacancy of three (3) months or more, the job may be assigned to a qualified employee with the least seniority in the bargaining unit or it may be contracted outside the bargaining unit. If a person from outside the bargaining unit is hired to fill a temporary position, he/she will be entitled to paid holidays after three (3) months.

If a temporary job vacancy becomes a permanent job vacancy, it shall again be subject to Section A and B above. If a person from outside the bargaining unit has occupied the temporary position, he or she will be able to bid on that particular position like any member of the bargaining unit. Should that employee be hired permanently for said position, there will be: 1) retroactive seniority back to the first date of temporary employment; 2) immediate eligibility for benefits on the first of the month, if that employee has occupied said position as a temporary for a minimum of the three (3) calendar months; and 3) no probationary period if the employee has occupied said position as a temporary for a period of at least 120 work days.

**I. APPLICABLE LAW: AMERICANS WITH DISABILITIES ACT**

Notwithstanding the above provisions of this Article VII, the EWW will comply with the applicable provisions of the Americans with Disabilities Act.

**J. TEMPORARY POSITIONS FOR PART OF A DAY**

An employee who is assigned to a position temporarily will be paid at the rate of that position (if it is a higher rate than his/her usual rate) for all hours worked in that position or for four hours, whichever is greater.

**ARTICLE VIII  
HOURS OF WORK/OVERTIME**

**A. GENERALLY**

1. The EWW retains the sole discretion to determine the hours of work, overtime, lunch periods and breaks.

2. All employee wages are paid on an hourly basis.

**B. WORK DAY/WEEK**

1. The regular work day consists of eight hours of work per day, interrupted only by the lunch and breaks described in Section C of this Article.

2. The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday.

3. Eight (8) hours of work within the twenty-four (24) hour period, exclusive of the lunch and breaks described in Section C of this Article, beginning at 7:00 a.m. and ending at 5:00 p.m. shall constitute the regular work day.

4. In Departments where different shifts are scheduled, positions will be offered based on seniority in the job classification. Where different shifts are scheduled, the EWW reserves the right to determine the number of positions on the shift.

**C. LUNCH AND BREAKS**

1. Lunch break shall be one-half hour and shall not begin earlier than 11:00 a.m. nor later than 2:00 p.m.

If the EWW requires an employee to work through his or her lunch break, the employee will be permitted to select one of the following options, at the discretion of the EWW:

- a. Take a lunch break at the employee's first opportunity; or
- b. Receive one-half hour of overtime in lieu of the lunch break.

2. Breaks shall be ten (10) minutes per half shift and before an extended shift.

**D. STRAIGHT TIME**

Vacations days, personal days, holidays and all other days or hours paid shall be paid at straight time unless specifically stated otherwise.

**E. OVERTIME**

1. Time and one-half shall be paid for all time worked or time paid in excess of eight (8) hours in any one work day or forty (40) hours worked or time paid in any one work week.

2. Time and one-half shall be paid for all time actually worked on Saturday.

3. Double time shall be paid for all time actually worked on Sunday.

4. For all time actually worked on a holiday, time and one-half shall be paid in addition to holiday pay.

5. If the over-time worked qualifies for more than one overtime rate of pay, the higher rate shall apply. Only one overtime rate shall apply for the same hour of work (i.e., no pyramiding).

6. The EWW shall not use management personnel to perform bargaining unit work unless the task is trivial, there is an emergency, or such work is refused by the bargaining unit employees. Management personnel, in the course of their normal duties, may operate equipment normally operated by the bargaining unit and such work shall not be construed as a violation of this section.

7. The majority of overtime offered shall be voluntary and refusing the overtime will not adversely effect the employee. However, if the overtime is an emergency, as opposed to scheduled overtime, it will be deemed mandatory and an employee who refuses to work may be

subject to disciplinary procedures. An emergency is defined as an unexpected occurrence, developing suddenly and without warning, and requiring immediate attention.

8. Overtime shall be announced at least two hours before the first lunch shift begins, except in cases of emergency.

9. The EWW shall not be required to offer overtime to employees on vacation, CSD, or personal days.

**F. DISTRIBUTION/EQUALIZATION OF OVERTIME**

1. The EWW shall attempt to equally distribute all overtime to employees working within the same job classification, where it is feasible. The EWW will attempt to equalize overtime twice annually, beginning in the first half and again during the second half of each calendar year.

2. Overtime shall be considered to be equally distributed if an employee's semi annual overtime totals equal or are within eight (8) hours of the other employees within their job classification. Both overtime worked on and/or offered and turned down by an employee will be kept on a roster for the sole purpose of equalizing overtime distribution. One roster, per classification, will be kept by the EWW and made available to the Union upon request.

3. Employees having lesser amounts of overtime hours will be called or scheduled first for call-ins and scheduled overtime as well as asked to stay for extended overtime.

**G. CALL-OUT TIME**

1. Employees who are called back to work after completing their regular shift and leaving work - or on a day when not scheduled to work - shall be guaranteed overtime equal to the amount of four (4) hours straight time.

2. There shall be only one call back payment for each four (4) hour period, regardless of the number of times an employee is called back during such period.

3. Time will be calculated from the time an employee arrives and is ready for work.

**ARTICLE IX**  
**VACATION**

**A. ELIGIBILITY AND ALLOWANCE**

1. Employees who have been continuously employed by the EWW since their most recent date of hire for more than one consecutive calendar year (January 1<sup>st</sup> through December 31<sup>st</sup>) shall be entitled to paid vacation in accordance with the following schedule:

Amount of Vacation

Calendar Years Completed	Days of Vacation
1.....	5
2.....	10
5.....	15
10.....	17
12.....	18
14.....	19
15.....	21
16.....	22
17.....	23
20.....	24

22. ....	25
25. ....	26

2. Vacation days are calculated on a calendar year. Employees with less than one year of employment (who have not yet worked a complete calendar year), earn the pro rata share of the five (5) days that they have accumulated from the date they were hired until December 31 of that year, but may not begin to use it until their anniversary date. All fractions will be rounded up or down to the nearest half (1/2) day. These employees will be entitled to the full five (5) days of vacation at the start of the next calendar year, as described above.

3. Employees shall take the earned vacation days in the following calendar year, subject to the provisions set forth in Article IX C. below.

4. Changes made to the method of calculating vacation, (effective January 1, 2009) only apply to individuals hired after December 31, 2008.

**B. PAY**

The rate of vacation pay shall be the employees straight time rate of pay.

**C. ACCUMULATION OF VACATION DAYS**

All vacation days shall be taken within the calendar year following the qualifying service year. A maximum of five (5) days of vacation can be carried over and added to the next year's vacation time, if the employee receives prior written approval from his or her supervisor (which cannot be unreasonably withheld for arbitrary or capricious reasons).

**D. SCHEDULING VACATIONS**

1. The EWW encourages employees to schedule all vacation days each year.

Employees who intend to schedule vacation days between January 1 and June 30 shall request the time off between November 1 and December 1 of the preceding year. For all vacation days scheduled between July 1 and December 31, employees shall request the time off between April 1 and May 1 of the same year. All vacation days so requested shall be granted on a seniority basis.

All other vacation days requested, outside of the above scheduling periods, shall be on a first come first served basis. Any of these remaining vacation days can be arranged on an individual basis with the prior written approval of the employee's immediate supervisor. The employee must give the supervisor three (3) days' notice, except in cases of emergency. An emergency is defined as an unexpected occurrence, developing suddenly and without warning, and requiring immediate attention. Proof of the emergency may be required by the EWW.

2. Vacation days shall be granted at the time requested by the employee unless work requirements make it necessary to limit the number of employees on vacation. Vacation conflicts will be resolved by seniority. Approval will not be unreasonably withheld. It is understood that, as determined by the EWW, the department must be adequately staffed and available in order to reasonably meet the needs of the EWW.

3. Vacation days must be taken in at least one-half (1/2) day increments.

4. When a scheduling conflict occurs within the same job classification, seniority will be recognized by the EWW in scheduling vacation days only when scheduled between

November 1 and December 1 for the first half of the calendar year (January 1 - June 30) and between April 1 and May 1 for the second half of the calendar year (July 1 - December 31).

Vacation scheduled after December 1 and/or May 1 will be granted to the first person applying and shall be subject to the terms outlined above.

5. Vacation periods should be taken each year. Vacation days not used prior to the end of the year shall be lost, except for those the employee has decided to accumulate within the limitations set out in Section C.

**E. WORK DURING VACATION**

An employee who is asked and agrees to work during his or her vacation shall be paid time and one-half for work during his or her regular shift, double time for work done when he or she would otherwise be paid time and one-half and double and one-half time for work done when he or she otherwise would be paid double time. The employee's vacation time with regular pay which is so used shall be rescheduled.

**F. VACATION UPON SEPARATION OR LAYOFF**

Employees who are separated from employment for any reason, shall be compensated for any accumulated and current vacation due them. In addition, they shall be paid a prorated sum equal to the fraction of vacation they have earned in the calendar year of their separation.

**G. HOLIDAY DURING VACATION**

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the holiday will be charged as holiday time and not as a scheduled vacation day.

**ARTICLE X**  
**LEAVES OF ABSENCE**

All leaves of absence shall be with prior written approval of the EWW.

**A. FAMILY AND MEDICAL LEAVE**

1. The EWW shall provide twelve weeks per year for unpaid family leave to eligible employees as set forth in the EWW's Family and Medical Leave Policy. A copy of the EWW's policy is available in the Human Resource Manager's office.

2. In the case of the birth or adoption of an employee's child, the employee may request up to twelve (12) months leave if he or she has been employed by the EWW for a minimum of one year. The same notice and certification requirements as found in the Family and Medical Leave Policy shall apply. This twelve (12) month period includes all paid time such as vacation and sick days as well as unpaid family leave.

**B. BEREAVEMENT LEAVE**

In the event of a death of a current family member, an employee may elect bereavement leave with pay according to the following provisions:

1. Employee's spouse, mother, father, step-parents and children permits an excused absence of five (5) consecutive working days;

2. Employee's brother, sister, mother-in-law and father-in-law, grandparents, spouse's grandparents, stepchild and grandchild permits an excused absence of three (3) consecutive working days;

3. Employee's uncle, aunt, niece, nephew, brother-in-law, son-in-law or daughter-in-law, sister-in-law, shall be compensated with one (1) day to attend the funeral service provided the funeral falls on the employee's regular work day.

A spouse's relatives not mentioned in this section do not apply as family members.

For purposes of this section, it is understood that consecutive working days are not interrupted by Saturdays, Sundays, or holidays. Moreover, spouse will include common-law spouse as that term is defined in the law. Also, employees may be required to provide proof of loss to elect bereavement leave.

**C. MILITARY SERVICE**

1. The EWW shall comply with all applicable federal and state laws with respect to Veteran and Military leave, reemployment, and veteran's preferences.

2. Mandatory Military Service. The EWW shall grant up to fifteen (15) days paid leave for active reserve duty for all mandatory military service ordered or authorized by U.S. Armed Forces.

3. Voluntary Military Service. The EWW shall grant up to fifteen (15) days leave for all voluntary military service leave for active reserve duty authorized by the U.S. Armed Forces. The employee's pay shall be offset by his or her military pay.

4. Employees may purchase active military service time for pension credit purposes in accordance with the EWW retirement plan document.

**D. EDUCATIONAL LEAVE**

1. Upon request and subject to management approval, employees with one or more years of completed service may be granted a leave of absence without pay for educational purposes related to qualifications for advancement in the EWW. The period of leave of absence may not exceed one (1) year. Benefits will be continued at the EWW's expense for up to twelve (12) weeks, although the employee will continue contributing his/her monthly share for health insurance, if the employee is taking educational courses related to his advancement at the EWW and seniority shall be maintained for up to one (1) year. After twelve (12) weeks, all benefits will cease but the EWW will make the employee's COBRA payments for the health, dental, and vision for the remainder of the one (1) year. The employee will still be required to make their normal contributions until the end of the first year. If the employee's educational leave is not related to career advancement at the EWW, then the employee may choose to continue his/her benefits but will be responsible for the full cost.

2. Any employee who is required by the Employer to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended or required to improve

or upgrade the individual's skill or professional ability shall be at the EWW's expense. All hours paid shall be at the appropriate rate.

**E. JURY OR WITNESS DUTY**

1. Jury Duty:

a. An employee called for jury duty shall be excused and compensated at his or her regular rate of pay. All compensation received for such service or duty shall be remitted to the EWW or the equivalent amount shall be deducted from the employee's wage.

b. Whenever an employee is called to serve on jury duty, he or she must bring the original summons to his or her immediate supervisor.

2. Witness Duty:

Employees who present a valid witness subpoena shall be excused from work.

They shall be paid for work only if the court appearance is in a case in which the EWW is a party and the employee is not an adverse party.

3. Applicable to Both Jury and Witness Duty:

An employee not called to jury or witness duty until after lunch hour shall work in the morning. An employee released from jury or witness duty before his or her lunch hour shall return to work after the lunch hour.

**F. PERSONAL DAYS**

An employee shall be entitled to three (3) personal days during the calendar year in which he/she successfully completes the probationary period before July 1<sup>st</sup>. If the probationary period is completed after July 1<sup>st</sup>, the employee shall be entitled to one and one-half (1½) personal days. An employee may take up to three (3) paid personal days per calendar year in each following year of service. Personal days shall not carry over or accumulate. Employees shall give their supervisor notice of at least one (1) hour prior to the start of the shift the personal day will be used. Notice will be given verbally to the supervisor or a message must be left on the supervisor's voice mail. Personal days cannot be taken if a vacation, CSD, or other scheduled leave is already approved for another employee, and this absence cannot be accommodated without hindering business operations. Personal days must be approved by a supervisor or manager.

Personal days may be taken in one-half (1/2) day increments.

**G. ABSENCE OVER TWO YEARS**

In the event an employee is absent from work for two (2) years or more for any reason, the employee has no guaranteed right to return to employment. However, the EWW shall make a reasonable effort to locate a position with similar pay and working conditions for any employee wanting to return after an absence extending for two (2) years or more.

## **H. UNION BUSINESS**

1. Only one (1) employee at a time shall be granted leave without pay and without benefits for up to one (1) year (a cumulative total for all employees per year) to pursue one (1) calendar year of Union business (i.e., a paid position with the Union).

2. Not more than two (2) delegates at a time, (with no more than one (1) employee from any department), may attend meetings, conventions, seminars. They must get the approval of the EWW, which shall be reasonably granted if the manpower needs of the EWW are being met. Attendance shall be without pay from the EWW.

## **I. CURRENT SICK DAYS**

### **1. General**

a. An employee shall be granted sick leave with pay when he or she suffers from an illness, sickness or disability, provided the employee notifies the designated Manager or Supervisor no less than one (1) hour before his or her scheduled starting time except in cases of emergency. Failure to do so may result in a loss of sick pay. An emergency is defined as an unexpected occurrence, developing suddenly and without warning, and requiring immediate attention. Proof of the emergency may be required by the EWW. Employees may also use their sick leave benefit to care for the legitimate illness of a child, legal ward or other immediate family member living in the employee's household. CSDs may be used in half-day increments.

An answering machine shall be provided to record sick day notices called in prior to the arrival of the designated Manager or Supervisor. The employee must leave a voice message informing the Manager or Supervisor of the use of a sick day.

b. Sick days are designed for the express purpose of aiding an employee when sick and should not be used for any other purpose. An absence of three (3) days or more will require a written note from a physician.

c. Sick days shall not be allowed on days prior to or following vacation or holidays or any other specified day (i.e. personal day/bereavement) without a written report from a physician supporting the need for a sick day and that the employee was evaluated in the physician's office.

d. Upon returning from a sick day, an employee must enter the request for the sick day in the payroll system.

## 2. Current Sick-Days/CSDs

a. The sick days granted under this contract and listed below shall be paid with eight (8) hours of straight time per sick day.

b. Employees hired January 1, 1997 or later, shall receive three (3) sick days per year.

c. Employees hired prior to January 1, 1997 but on or after January 1, 1983 shall receive eight (8) sick days per year.

d. Employees hired prior to January 1, 1983, shall receive ten (10) sick days per year.

e. CSDs unused at the end of the calendar year shall be redeemed at eight (8) hours of straight time per unused CSD. There shall be no carry over or accumulation on any CSDs into the next calendar year.

f. Employees terminating during a calendar year for any reason shall have their CSDs prorated for the year of termination. Unused sick days shall be paid. Partial sick days shall not be rounded up or down. If a terminating employee does not have a whole sick day but a partial one remaining upon termination, he or she shall be paid for the portion of the unused CSD. Overused sick days shall be deducted at the straight time rate per the portion of sick day overused.

**J. OTHER UNPAID PERSONAL LEAVE**

Upon the written request of an employee to Human Resources, the EWW may, at its discretion, grant personal unpaid leave, up to thirty (30) days, for legitimate reasons set forth by the employee which do not fall under the other sections of this Article X.

**ARTICLE XI**  
**WORK RULES**

Work rules are available to all employees upon request and shall be distributed to all new employees. The EWW further agrees to furnish each employee in the bargaining unit

with a copy of any new work rules ten (10) days before they become effective. New employees will be provided with a copy of the rules at the time of hire.

Employees shall comply with all existing rules which are not in conflict with the terms of this Agreement, provided the rules are uniformly enforced. The EWW agrees to meet and discuss, as defined in Section 301(17), work rules such as those stated in Section 702 of Act 195. Should Act 195 be amended, all relevant sections shall be followed. Any unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

**SMOKING RULE.** Smoking shall be confined to designated areas. Smoking areas are a subject of negotiations between the Employer and the Union.

**ARTICLE XII**  
**HOLIDAYS**

Paid days off for 2022, 2023, 2024, 2025, and 2026 are as follows:

<b>Calendar Year 2022</b>	<b>Paid Days Off</b>
New Year's Day	Mon., Jan. 3, 2022
Martin Luther King Jr. Birthday	Mon., Jan. 17, 2022
Good Friday	Fri., Apr. 15, 2022
Memorial Day	Mon., May 30, 2022
Independence Day	Mon., July 4, 2022
Day After Independence Day	Tues., July 5, 2022
Labor Day	Mon., Sept. 5, 2022
Thanksgiving Day	Thurs., Nov. 24, 2022
Day After Thanksgiving Day	Fri., Nov. 25, 2022
Christmas Eve Day	Fri., Dec. 23, 2022
Christmas Day	Mon., Dec. 26, 2022

<b>Calendar Year 2023</b>	<b>Paid Days Off</b>
New Year's Day	Mon., Jan 2, 2023
Martin Luther King Jr. Birthday	Mon., Jan. 16, 2023
Good Friday	Fri., Apr. 7, 2023
Memorial Day	Mon., May 29, 2023
Day Before Independence Day	Mon., July 3, 2023
Independence Day	Tues., July 4, 2023
Labor Day	Mon., Sept. 4, 2023
Thanksgiving Day	Thurs., Nov. 23, 2023
Day After Thanksgiving Day	Fri., Nov. 24, 2023
Christmas Eve Day	Mon., Dec. 25, 2023
Christmas Day	Tues., Dec. 26, 2023

<b>Calendar Year 2024</b>	<b>Paid Days Off</b>
New Year's Day	Mon., Jan. 1, 2024
Martin Luther King Jr. Birthday	Mon., Jan. 15, 2024
Good Friday	Fri., Mar. 29, 2024
Memorial Day	Mon., May 27, 2024
Independence Day	Thurs., July 4, 2024
Day After Independence Day	Fri., July 5, 2024
Labor Day	Mon., Sept. 2, 2024
Thanksgiving Day	Thurs., Nov. 28, 2024
Day After Thanksgiving Day	Fri., Nov. 29, 2024
Christmas Eve Day	Tues., Dec. 24, 2024
Christmas Day	Wed., Dec. 25, 2024

<b>Calendar Year 2025</b>	<b>Paid Days Off</b>
New Year's Day	Wed., Jan. 1, 2025
Martin Luther King Jr. Birthday	Mon., Jan. 20, 2025
Good Friday	Fri., Apr. 18, 2025
Memorial Day	Mon., May 26, 2025
Day Before Independence Day	Thurs., July 3, 2025
Independence Day	Fri., July 4, 2025
Labor Day	Mon., Sept. 1, 2025
Thanksgiving Day	Thurs., Nov. 27, 2025
Day After Thanksgiving Day	Fri., Nov. 28, 2025
Christmas Eve Day	Wed., Dec. 24, 2025
Christmas Day	Thurs., Dec. 25, 2025

<b>Calendar Year 2026</b>	<b>Paid Days Off</b>
New Year's Day	Thurs., Jan. 1, 2026
Martin Luther King Jr. Birthday	Mon., Jan. 19, 2026
Good Friday	Fri., Apr. 3, 2026
Memorial Day	Mon., May 25, 2026
Day Before Independence Day	Fri., July 3, 2026
Independence Day	Mon., July 6, 2026
Labor Day	Mon., Sept. 7, 2026
Thanksgiving Day	Thurs., Nov. 26, 2026
Day After Thanksgiving Day	Fri., Nov. 27, 2026
Christmas Eve Day	Thurs., Dec. 24, 2026
Christmas Day	Fri., Dec. 25, 2026

B. Employee shall be eligible for holiday pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on vacation or bereavement leave.

2. The employee was in compensable status his last scheduled work day immediately preceding and immediately succeeding the holiday. For the purpose of this article, vacation and personal leave taken immediately preceding or succeeding the holiday must be pre-approved. Also for purposes of this article, sick leave taken immediately preceding or succeeding the holiday must be verified by a doctor's certificate.

3. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

**ARTICLE XIII**  
**HEALTH AND WELFARE BENEFITS**

The EWW shall have the right to select the insurance carrier for the health insurance plan.

The EWW shall provide coverage equal to or better than the Highmark Select Blue High Option Small Business Plan with the following monthly contribution by the employee:

COVERAGE	MONTHLY EMPLOYEE CONTRIBUTION			
	1/1/22	1/1/23	1/1/24	1/1/25
Employee Only	\$195	\$210	\$225	\$235
Employee & Child(ren)	\$205	\$220	\$235	\$245
Employee & Spouse	\$220	\$235	\$250	\$260
Family	\$235	\$250	\$265	\$275

During the open enrollment period, employees may choose not to be enrolled in the health insurance plan for the following year. Those employees will be paid \$200.00 per month for “opting-out” of this insurance coverage.

The EWW will offer a flex spending plan.

Employees unable to work, because of extended illness or a non-job related injury, shall receive health insurance coverage for up to twenty-six (26) weeks. The coverage will continue on the same basis as if the employee was actively employed during that period. The Employee’s share of the premiums must continue to be paid. Employees on workers’ compensation leave shall receive extended health insurance coverage of up to three (3) years.

The EWW will offer the continuation of group health insurance coverage at the EWW group rates for up to an additional 18 months beyond the COBRA period for employees terminating employment for any reason, except for employees terminated for cause. In no event will the continuation coverage exceed 36 months for the employee.

1. Each employee shall receive life insurance coverage in the amount of \$40,000.

2. Effective January 1, 2009, the employee's spouse will be covered with a \$10,000.00 life insurance policy and the employee will be the beneficiary.

3. Effective January 1, 2009, the dependents of the employee, up to and including the age of 18, will be covered with a \$5,000.00 life insurance policy and the employee will be the beneficiary.

4. The Employer and Union have agreed to a dental plan. This policy shall be considered a part of this Agreement. The employer may seek bids and enter into an agreement for coverages which are overall equal or better than the coverages currently provided.

5. The Employer agrees to participate in and pay the cost of the Vision Care Benefit Plan from the AFSCME Health and Welfare Fund, and to execute and be bound by all terms and provisions of the agreement and declaration of trust pursuant to which it is established and all rules and regulations promulgated by the trustees in regard thereto. The Employer may seek bids and enter into an agreement for vision coverage which is equal or better than the coverage currently provided.

6. Employees shall be covered by Short Term Disability benefits (S&A) for up to twenty-six (26) weeks. The benefit will be \$410.00 per week.

7. The EWW shall maintain, at its cost during this contract, a Long Term Disability (LTD) plan (60% of straight time with no differentials or overtime and a six (6) month waiting period). LTD shall begin on the twenty-seventh week of disability. The LTD benefit shall be 60% of the employee's bi-weekly pay.

**ARTICLE XIV**  
**RATES OF PAY/JOB CLASSIFICATIONS**

Rates of pay which are subject to Article III and VIII are stated in Appendix A, attached hereto and made a part of this Agreement. Rates of pay, job descriptions and job classifications are available from Human Resources upon reasonable request.

Employees shall be paid every two (2) weeks, according to the schedule in effect at the execution of this Agreement.

When a position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the grievance procedure and through the arbitration step if deemed necessary.

The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be the pay day. The EWW payroll will be via electronic direct deposit for all employees effective April 1, 2009.

**ARTICLE XV**  
**PENSION**

A. Employees hired after January 1, 1992 must participate in the Erie Water Works Retirement Plan (EWW Plan).

1. EWW Plan.

Copies of the EWW Plan are available upon request.

2. City Plan.

a. Employees hired before January 1, 1992, who have opted to participate in the City Plan, shall participate in the City Plan.

b. Employees who retire under the City Plan voluntarily terminate their employment with the EWW. The only exceptions are employees who retired prior to January 1, 1992.

c. Federal income tax deferred status (deferred status) is not guaranteed. Should the City Plan not qualify for deferred status, the EWW and the Union shall cooperate with the City and the City Plan to qualify EWW employees for deferred status. If the City Plan is tax deferred, all employees participating in the City Plan shall be subject to the tax deferred status.

B. For employees hired after January 1, 2009, Normal Retirement Age will be 60 for employees who have been credited with at least 20 years of contributory service.

C. For employees hired after January 1, 2009, Early Retirement Age will be 65 for employees who have been credited with at least 5 years of contributory service.

D. All AFSCME employees contributing to the EWW pension will be eligible for a DROP election when appropriate.

**ARTICLE XVI**  
**POST-EMPLOYMENT SUBSIDY**

A. 1. Employees retiring from the EWW between the ages of 55 and 64, with ten (10) years of service in the bargaining unit, will be entitled to a \$120 per month subsidy.

2. Employees retiring from the EWW between the ages of 55 and 64, with twelve (12) years of service in the bargaining unit, will be entitled to a \$300 per month subsidy.

B. In calculating the retirement benefits and subsidies described in this Article, years of service means active service as an employee and does not include leaves of absence in excess of ninety (90) days. Eligible employees are not entitled to receive the benefits of more than one of the above-described (A-1 or A-2) retirement subsidies.

C. The last payment will be made in the month prior to the retiree becoming eligible for Medicare (or other government sponsored healthcare insurance).

D. The first monthly retirement subsidy payment will begin in the month of retirement.

E. Employees must give written notice of at least sixty (60) calendar days prior to their final work day to be eligible for the Post Employment Subsidy.

**ARTICLE XVII**  
**SETTLEMENT OF DISPUTES/GRIEVANCES**

**A. DEFINITION OF GRIEVANCE/NO WORK STOPPAGE**

1. Grievances are differences between the EWW and the Union, as to the meaning and application of the provisions of this Agreement. Grievances shall be settled through the Grievance Procedures. There shall be no stoppage of work. An earnest effort shall be made by both the EWW and the Union to settle such differences.

2. An aggrieved action occurs when the aggrieved party first knows or should know about the aggrieved action.

**B. GRIEVANCE PROCEDURE**

Grievances must be made by the following grievance procedure. Grievances which do not comply shall be waived by the aggrieved party and the action shall not be grieved.

1. Written Notice of the grievance must be given to the other party within five (5) working days of when the aggrieved action occurs or when the aggrieved party first has knowledge of the occurrence.

2. **STEPS TO PROCESS A GRIEVANCE:**

a. An employee shall first attempt to settle the grievance with his or her supervisor.

i. The employee may use a representative.

- ii. The supervisor must answer the grievance within three (3) working days.
    - iii. If an employee chooses to represent him or herself, the Union must be notified and given the opportunity to be at the meeting.
  - b. If the grievance is not settled in step a: the Union shall submit it to the department manager in writing within five (5) working days of the completion of step a.
    - i. The manager must answer the grievance within five (5) working days of receiving such grievance. The answer must be in writing and signed.
  - c. If the grievance is not settled in step b: the Union shall submit it to Human Resources within five (5) working days of receiving the answer in step b.
    - i. The parties shall meet to discuss the grievance within ten (10) working days of its submission to human resources.
    - ii. The EWW or the Union must answer the grievance within ten (10) working days (except grievances pursuant to employee terminations must be answered in five (5) working days) of the meeting. The answer must be in writing and signed.
    - iii. The aggrieved party shall notify the other party of their concurrence or nonconcurrence with the answer within five (5) working days of receiving the answer. This notice must be in writing and signed.

d. If the grievance is not settled in step c: The aggrieved party shall refer it to arbitration by giving the other party written notice within fifteen (15) calendar days after sending their answer of nonconcurrency.

i. The EWW and the Union shall try to mutually agree on an arbitrator within seven (7) days after notice of intent to arbitrate. If they cannot mutually agree on an arbitrator, they shall select an impartial arbitrator, from F.M.C.S. or the Pennsylvania Bureau of Mediation. Either party may request a second panel of arbitrators. If the first panel is deemed unacceptable, the arbitrator must be selected from the second panel unless the parties agree otherwise.

ii. All arbitration expenses and fees shall be divided equally between the EWW and the Union. Each party shall pay its own legal fees. Witnesses, experts, and exhibits are the sole responsibility of the requesting party.

iii. The arbitrator's decision is limited to the terms and provisions of this Agreement. The arbitrator may not alter, amend or modify the terms and provisions of this Agreement.

3. The Parties shall attempt to schedule all grievance procedures during the normal working hours of the majority of those employees involved. Employees will only be paid for time spent at grievance procedures during the employee's shift.

**ARTICLE XVIII**  
**DISCIPLINE AND DISMISSAL**

**A. DISCIPLINE**

1. Disciplinary action may be imposed upon an employee for failing to fulfill employment responsibilities.

2. Disciplinary action may be processed through the grievance procedure or as set forth in this article.

3. Concepts of progressive discipline shall normally be used. However, in the case of serious misconduct by an employee (as determined by the EWW), the EWW may bypass progressive steps of discipline and/or terminate the employee. Copies of written disciplinary action will be provided to the Union.

4. Employees shall be reprimanded in a manner that shall not embarrass the employee before other employees or the public.

5. Excessive tardiness and absences are grounds for discipline, including dismissal.

6. The Union shall have the right to take up a suspension or discharge as a grievance at step "a" of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

**B. DISMISSAL**

1. An employee shall not be discharged without cause.

2. When an employee misses three (3) consecutive days of work, without giving notice to his or her supervisor, the employee has abandoned employment and may be dismissed.

**ARTICLE XIX**  
**SAFETY**

Employees are expected to follow all safety policies of the EWW. This includes wearing any safety equipment provided.

**ARTICLE XX**  
**SENIORITY**

**A. GENERALLY**

1. Seniority is the employee's length of service as a member of the EWW's bargaining unit. Employees who transferred from the City of Erie to the EWW on January 1, 1992 may use their combined seniority, from their combined service as a member of the White Collar bargaining unit of the City of Erie and their service with the EWW's bargaining unit.

2. Seniority shall transfer with an employee, should the employee change departments within the EWW.

3. New employees shall have no seniority until their probationary period is completed. Upon completion, seniority will be calculated from the first day of employment with the EWW.

4. SENIORITY CEASES WHEN AN EMPLOYEE:

- a. Quits or retires;
- b. Misses three (3) consecutively scheduled workdays without notice to his or her supervisor;
- c. Is dismissed for just cause;
- d. Who has been laid off and subsequently notified by registered mail to return to work and does not indicate within forty-eight (48) hours of receiving written notice, that he or she shall return to work at the time stipulated;
  - i. The time stipulated for the employee to return to work shall not be less than one (1) week after the employee receives notice.
  - ii. The employee may indicate his or her intention to return to work by appearing in person, writing, or telephoning his or her supervisor or manager and informing him or her of this intention.
  - iii. A laid off employee working for another employer shall be granted an additional one (1) week to report to work for the EWW. This is a total of two (2) weeks after the employee receives notice.
- e. Fails to return to work on or before the expiration of any leave-of-absence granted under Article X;
- f. Is absent from work for two (2) years or more, for any reason.

5. The EWW shall keep records of seniority. A seniority list shall be posted and made available to the Union.

6. Employees returning to the work force within one (1) year shall, after a period of thirty (30) days of employment, be given all service credits and only the actual time lost shall be removed from his/her records.

7. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

**ARTICLE XXI**  
**JOB STEWARDS**

Job Stewards investigate grievances and participate in the grievance procedures for EWW employees. Stewards shall do the following, in performing their responsibilities:

1. Attempt to minimize interruptions of employees' work (including their own);
2. Give reasonable notice to their supervisors, that they shall leave their work areas to perform their duties;
3. Not individually or collectively take any action which interrupts the EWW's business.

The Union may designate a maximum of two (2) Job Stewards to the EWW. The Union shall notify the EWW in writing of the identity of the Stewards and all changes of the Stewards.

**ARTICLE XXII**  
**GENERAL PROVISIONS**

**A. UNION BULLETIN BOARDS**

1. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

2. The Union shall limit its posting of notices and bulletins to such bulletin boards.

**B. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

The Employer agrees that during the working hours, on the Employer's premises, and without loss of pay, the union president or his or her agent shall be allowed a reasonable amount of time to:

1. Post union notices.

2. Distribute union literature.

3. Solicit union membership during other employee's non-working time.

4. Transmit communications, authorized by the local union or its officers, to the Employer or his representatives.

5. Consult with the Employer, his representatives, local union officers, or other union representatives concerning the enforcement of any provisions of this Agreement.

**C. VISITS BY UNION REPRESENTATIVES**

The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees whether local union representatives, district council representatives, or international representatives, shall have full and free access to the premises of the Employer at any time upon reasonable notice, to conduct union business.

**D. INFORMATION FURNISHED TO UNION**

1. A copy of all material pertaining to bargaining unit employees posted by the Employer shall be given to the Union.

2. Names of newly hired employees, permanent or temporary, will be furnished to the president or chief steward, with the grade of the job, job title and work location, upon request from the Union.

**E. CHANGES IN JOB DESCRIPTION**

All revisions in job classifications and/or descriptions, and all new job classifications and/or descriptions will be discussed with the president of the union, or his or her designated representative, prior to the new job classification and/or description going into effect. If a dispute arises between the parties concerning the rate of pay, the Union has a right to proceed to the third step of the grievance procedure up to and including arbitration.

**F. NEGOTIATIONS**

The Union will be entitled to have two (2) members of the Bargaining Unit who are employed by the EWW to attend negotiating sessions. The attendance will be without loss of pay during working hours.

**ARTICLE XXIII**  
**EFFECTIVE DATES OF AGREEMENT**

This Agreement shall become effective the first day of January, 2022 and will remain in effect for a period of four (4) years, through midnight, December 31, 2025. Thereafter, it shall automatically renew itself from year to year on the terms then most recently applicable. It shall not renew if either party gives notice by registered mail, to the other party, on or before July 1, 2025, that such party desires to modify, amend, or terminate this Agreement.

**ARTICLE XXIV**  
**SAVINGS CLAUSE**

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court or competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

**ARTICLE XXV**  
**SUCCESSORS CLAUSE**

This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have hereto affixed their signatures at Erie, Pennsylvania this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

ERIE WATER WORKS

AFSCME LOCAL UNION 2206

By \_\_\_\_\_  
Shantel Hilliard, Chairman of the Board

\_\_\_\_\_  
Randy Wilson, Council Representative

\_\_\_\_\_  
Paul Gamble, EWW Board Secretary

\_\_\_\_\_  
Randon Prociuous, President

\_\_\_\_\_  
Paul D. Vojtek, Chief Executive Officer

\_\_\_\_\_  
Brian Zilonka, Member

\_\_\_\_\_  
Ronald G. Costantini  
Senior Manager of Administration

\_\_\_\_\_  
Ann Steinfurth, Member

\_\_\_\_\_  
Aaron Stankiewiz  
Human Resources Manager

## Appendix A

### 2022-2025 Rates of Pay

Rate for employees hired before January 1, 2022:

	2021	2022	2023	2024	2025
<b>Grade</b>		<b>2.75%</b>	<b>3.00%</b>	<b>2.50%</b>	<b>2.50%</b>
<b>I</b>	\$21.20	\$21.78	\$22.44	\$23.00	\$23.57
<b>II</b>	\$23.60	\$24.25	\$24.98	\$25.60	\$26.24
<b>III</b>	\$26.18	\$26.90	\$27.71	\$28.40	\$29.11
<b>IV</b>	\$29.09	\$29.89	\$30.79	\$31.56	\$32.35
<b>V</b>	\$30.54	\$31.38	\$32.32	\$33.13	\$33.96
<b>VI</b>	\$32.13	\$33.01	\$34.00	\$34.85	\$35.73
<b>VII</b>	\$35.74	\$36.72	\$37.82	\$38.77	\$39.74

Rate for employees hired after January 1, 2022:

Grade	2022	2023	2024	2025
<b>I</b>	\$18.78	\$19.44	\$20.00	\$20.57
<b>II</b>	\$21.25	\$21.98	\$22.60	\$23.24
<b>III</b>	\$23.90	\$24.71	\$25.40	\$26.11
<b>IV</b>	\$26.89	\$27.79	\$28.56	\$29.35
<b>V</b>	\$28.38	\$29.32	\$30.13	\$30.96
<b>VI</b>	\$30.01	\$31.00	\$31.85	\$32.73
<b>VII</b>	\$33.72	\$34.82	\$35.77	\$36.74

The “step up to max” only applies to new hires – not applying to transfers and/or grade changes.

Employees hired after January 1, 2022, will be subject to the following wage progression:

At hire	\$3.00 less per hour
12 months	\$1.00 less per hour
24 months	Full rate

Employees currently employed and are on the third step or higher under the prior wage progression schedule on January 1, 2022 will immediately be moved to the full rate. Employees currently employed on the first or second step will reach the full rate when appropriate using the new progression chart that becomes effective on January 1, 2022.

As long as EWW's laboratory maintains the Pennsylvania Laboratory Accreditation in good standing, for the current microbiological and chemical parameters, employees in the Chemist Grade 6 classification will receive an additional \$1.00 per hour to the rates listed above. In the event that EWW obtains certification for metal analysis, this certification also must be maintained or the \$1.00 per hour premium will be lost.

In the event the Accreditation is lost, and it was not due to an error or omission of a chemist, the chemists will continue to receive the premium. However, it is understood that if the EWW elects to no longer maintain the microbiological Accreditation, the payment of the premium will cease.