



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

To: Jerome D. Schad, Chair
Mark S. Carney, Vice Chair
Peggy A. LaGree, Treasurer

Cc: Karen A. Prendergast, Chief Financial Officer
Russell J. Stoll, Chief Operating Officer
Margaret A. Murphy, General Counsel
Leonard F. Kowalski, Executive Engineer

From: Terrence D. McCracken, Secretary of the Authority
Daniel NeMoyer, Director of Human Resources

Date: October 19, 2020

Subject: Temporary Suspension of Rules relating to 2020 Vacation Time

Due to the COVID-19 pandemic, ECWA employees have not been able to partake in the rules normally associated with taking vacation time. Essential employees have been urged to stay home and not to travel. Many employees plan their annual vacation to travel out of state or out of the country. Employees with scheduled and planned vacations have had to cancel such plans. Additionally, due to the State travel ban affecting out of state and foreign travel, employees have been unable to take their normal vacation time due to the mandated 14-day quarantine period. To illustrate their dilemma, an employee wanting to take a one-week vacation to visit family outside of New York would have to use three weeks of vacation time (one week for the visit; two weeks for the quarantine period).

Representatives from the Brotherhood of Western New York Water Workers (the "Brotherhood"), who represent Blue Collar employees, and CSEA, Local 1000, AFSCME, AFL-CIO ("CSEA"), who represent White Collar employees, have approached management requesting accommodations for employees who would be subject to losing vacation time without compensation. ECWA non-represented employees have raised this same issue with their supervisors. Employees are subject to different vacation rules based upon their union status.

Under the Brotherhood Collective Bargaining Agreement (CBA), members earn a minimum of two weeks to a maximum of five weeks of vacation, depending on the years of accrued service. Vacation leave in excess of five (5) days, if not taken, is forfeited at the end of the year. Consequently, Brotherhood employees are only allowed to carry over five days to the next calendar year.

Under the CSEA CBA, members are required to use a minimum of two (2) weeks of vacation in each calendar year. CSEA members forfeit up to two weeks of accrued time if such vacation leave is not taken, with any remaining vacation time being paid to the member at the end of the year. Consequently, CSEA members do not carry over vacation time to the next calendar year.

ECWA employees, who are not represented by a union, may carry over to the next year no more than 30 days of vacation time. (HR Policy 41.0, ¶10). Non-represented employees with a salary grade of less than 30E are required to use a minimum of two (2) weeks of vacation in each calendar year.

After consulting with the Executive Staff, we met with union representatives and reached a tentative agreement subject to the Board's approval. The Authority has tentatively agreed to the following:

- (1) For calendar year 2020 only, Brotherhood employees will not forfeit vacation time, but shall be paid for unused time in excess of five days at the end of the calendar year; and
- (2) For calendar year 2020 only, the Authority will suspend and waive enforcement of the rule requiring CSEA employees to take a minimum of two weeks of vacation and will pay such employees for any unused vacation time at the end of the year.

Copies of the tentative agreements with the Brotherhood and CSEA are attached for your review and consideration.

In fairness to the non-represented employees, we are recommending that HR Policy 41.0, ¶¶9,10 be suspended for calendar year 2020. Similar to CSEA employees, the Authority would suspend and waive enforcement of the policy requiring non-represented employees to take a minimum of two weeks of vacation and would pay such employees for any unused vacation time in excess of thirty (30) days at the end of the year.

If you have any questions or require additional information, we respectfully request you contact Mr. McCracken or Mr. NeMoyer prior to the October 27th Board meeting, so we have time to respond or gather the information you may need to consider this recommendation and the accompanying resolution.

MEMORANDUM OF UNDERSTANDING

The **ERIE COUNTY WATER AUTHORITY** (hereinafter referred to as the "Authority") and the **BROTHERHOOD OF WESTERN NEW YORK WATER WORKERS, AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS** (hereinafter referred to as the "Brotherhood") hereby agree as follows:

WHEREAS, in response to the COVID-19 emergency, on March 7, 2020 the Governor of the State of New York declared by Executive Order No. 202 "a State disaster emergency for the entire State of New York"; and

WHEREAS, effective March 17, 2020, the Authority has been operating under a Declaration of Emergency; and

WHEREAS, demands on personnel and travel restrictions to other states have limited the opportunity and ability for employees to utilize vacation benefit time; and

WHEREAS, representatives of the Brotherhood and the Authority have discussed this matter and find it mutually agreeable;

NOW, THEREFORE BE IT AGREED, for calendar year 2020 only, the parties agree, vacation leave in excess of five (5) days, if not taken, shall be paid in lieu of time off and further agrees to suspend or waive any provision of Article VII, Section 4 of the Collective Bargaining Agreement to the extent such provision is contrary to the promises made in this Memorandum of Understanding.

**ERIE COUNTY
WATER AUTHORITY**

**BROTHERHOOD OF WESTERN
NEW YORK WATER WORKERS**



By: Jerome D. Schad, Chair
Dated: October 27, 2020

By: Daniel Rusin, President
Dated: October 15, 2020

MEMORANDUM OF UNDERSTANDING

The **ERIE COUNTY WATER AUTHORITY** (hereinafter referred to as the "Authority") and the **CIVIL SERVICE EMPLOYEES ASSOCIATION INC., LOCAL 1000, AFSCME, AFL-CIO** on behalf of the CSEA Erie County Water Authority White Collar Unit (hereinafter referred to collectively as the "CSEA") hereby agree as follows:

WHEREAS, in response to the COVID-19 emergency, on March 7, 2020 the Governor of the State of New York declared by Executive Order No. 202 "a State disaster emergency for the entire State of New York"; and

WHEREAS, effective March 17, 2020, the Authority has been operating under a Declaration of Emergency; and

WHEREAS, demands on personnel and travel restrictions to other states have limited the opportunity and ability for employees to utilize vacation benefit time; and

WHEREAS, representatives of the CSEA and the Authority have discussed this matter and find it mutually agreeable;

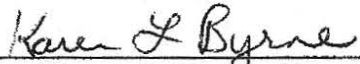
NOW, THEREFORE BE IT AGREED, the following:

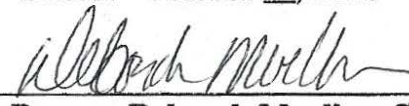
1. For calendar year 2020 only, the Authority agrees to suspend the enforcement of, and waive the requirements set forth in, Section 7.4 of the Collective Bargaining Agreement (CBA), which mandates CSEA employees to "use a minimum of two (2) weeks of eligible vacation in each calendar year."
2. The Authority and the CSEA agrees the remaining provision of Section 7.4 of the CBA shall remain in effect. The provision provides that vacation time not used by the end of the calendar year will not be carried over to the next calendar year but value of such time will be paid to the employee in lieu of time off.

**ERIE COUNTY WATER
AUTHORITY**

By: Jerome D. Schad, Chair
Dated: October 27, 2020

**CIVIL SERVICE EMPLOYEES
ASSOCIATION INC., LOCAL 1000,
AFSCME, AFL-CIO**

By: 
Karen L. Byrne, President
Dated: October 15, 2020


By: Deborah Mueller, CSEA Labor
Relations Specialist
Dated: October __, 2020

ERIE COUNTY WATER AUTHORITY
HR Policies/Procedures

Re: VACATIONS

Policy No. 41.0

**Application: Confidential & Non-Represented
Employees**

Amended: 12/20/18

PURPOSE

To provide employees who are not represented by a collective bargaining unit with time off from work with pay for the purpose of rest and relaxation.

POLICY

It is the policy of the Authority to grant annual vacations with pay to employees in any full-time position. Employees who are represented by a collective bargaining unit will be entitled to annual vacations as set forth in the collective bargaining contract. This policy applies only to non-represented employees.

PROCEDURE

1. The Authority will grant annual vacation with pay to employees on a calendar year basis.
2. An employee shall earn vacation credits based upon total accrued service in any full-time position.
3. Vacation credits will accrue and be available for use on a bi-weekly basis for full time employees after the first pay period of employment.
4. Employees will be credited with 1/26th of their annual vacation credits each pay period. Vacation credits may not be used in the same pay period in which they are earned.
5. Employees shall be entitled to vacation credits as follows:

<u>Service</u>	<u>Annual Vacation Credits</u>	<u>Rate Per Pay Period</u>
After the date of hire through three years of service	10 days	3.08 hours
From third year anniversary date through completion of eleven years of service	15 days	4.62 hours
After eleven years of service	16 days	4.92 hours
After twelve years of service	17 days	5.23 hours
After thirteen years of service	18 days	5.54 hours

After fourteen years of service	19 days	5.85 hours
After fifteen years of service	20 days	6.15 hours
After eighteen years of service	21 days	6.46 hours
After nineteen years of service	22 days	6.77 hours
After twenty years of service	23 days	7.08 hours
After twenty-one years of service	24 days	7.38 hours
After twenty-two years of service	25 days	7.69 hours

6. Effective as of November 1, 2018, the Authority may offer additional vacation time to newly hired employees whose salary grade is 30E or above for the purpose of attracting qualified applicants to these senior executive positions.
7. No more than two (2) weeks of continuous vacation shall be taken consecutively unless the Authority or its designee shall determine that the taking of such third, fourth or fifth consecutive week will not interfere with its operations.
8. When a holiday enumerated herein occurs during an employee's vacation period, the vacation period will be extended one (1) day.
9. An employee whose salary grade is less than 30E must use a minimum of two (2) weeks of eligible vacation in each calendar year.
10. Vacation credits may be accumulated up to thirty (30) days. An employee's vacation credit accumulation may exceed the maximum, provided however, that the employee's balance of vacation credits may not exceed 30 days on January 1 of any year.
11. Vacation pay shall equal the straight time hourly rate.
12. Each January, the Secretary to the Authority shall issue to each department head a Vacation Schedule listing each employee's name, amount of vacation time entitlement, and employment date to assist each department in scheduling the current year's vacations. In addition, the Secretary shall forward to each eligible employee an Employee's Notice of Vacation Choices (Form No. 41.1) to be completed by the employee to request his/her vacation time choices.
13. As far as practical, vacations shall be scheduled at the time requested by eligible employees. The first right of allotment of vacation period exceeding two (2) consecutive weeks is entirely reserved to the Authority in order to insure the operation of its property and services. Within the above limits, vacations will be granted on a departmental basis giving due consideration to the total length of service of the Authority's employees therein. This policy shall not prohibit the taking of one (1) week at a time.
14. When an employee leaves the Authority for any reason, or when he/she dies having accumulated unused vacation time, he/she or their beneficiaries shall be entitled to be compensated in money at the regular rate of pay for his/her unused vacation time.