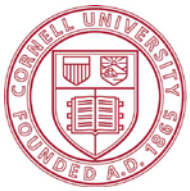

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# SOUTH FARMINGDALE WATER DISTRICT

AND

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

# AGREEMENT

COVERING THE PERIOD

JANUARY 1, 2003

THROUGH

DECEMBER 31, 2006

RECEIVED
JUN 14 2005
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

13

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# AGREEMENT

AGREEMENT made and entered into at Farmingdale, New York, by and between the SOUTH FARMINGDALE WATER DISTRICT, 40 Langdon Road, South Farmingdale, New York, hereinafter referred to as "District" and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, AFSCME AFL-CIO, the certified union, hereinafter referred to as "CSEA". It is mutually agreed as follows:

## PREAMBLE

The District, CSEA and its members recognize the obligation of the District to function as a water district for the benefit of the public at large and the residents of the District. The District, the CSEA and its members further recognize the obligation of the District to provide a fair day's pay for a fair day's work and the corresponding obligations of the CSEA and its members to do a fair day's work for a fair day's pay. Accordingly, the parties hereto agree to promote harmonious relations between the District, employees and CSEA.

## ARTICLE I
## RECOGNITION

SECTION 1. The District recognizes Civil Service Employees' Association, Inc., Local 1000, AFL-CIO, as its employees' sole and exclusive bargaining agent for personnel in the employ of the District with respect to hours, wages and other conditions of employment.

SECTION 2. This recognition under this Agreement shall be construed to apply to employees and not to work. It shall not limit the District's right to contract out work or to transfer work to other employees not included within the above described bargaining unit. It shall not be construed to mean that any employee or classification of employees has an exclusive right to work. The specific terms of this Agreement shall be the sole source of any rights that may be asserted by CSEA against the District.

## ARTICLE II
## BARGAINING AGENT

1. The CSEA shall be the bargaining agent for all permanent classified civil service employees of the District except the Managers and Foremen. Managers shall include, but not be limited to, business manager, office manager, superintendent and assistant office manager.

2. The District's CSEA Unit shall be entitled to hold two (2) unit membership meetings per year on District premises, with prior written notice at least one week in advance to the office of the Business Manager. The location of any such meeting shall be the "shop".

## ARTICLE III
## WORK HOURS

1. PLANT EMPLOYEES - Plant employees are those employees under the general supervision of the Superintendent who are scheduled by District administration to work weekends. Plant Employees shall be compensated on the basis of a forty (40) hour week and an eight (8) hour day. The schedule of work shall be from 8:00 a.m. to 4:30 p.m. with a forty-five (45) minute lunch break, 30 minutes unpaid, 15 minutes paid. Each such plant employee shall be guaranteed ten (10) weekends of work each calendar year. Such weekends shall be worked and compensated for pursuant to the following schedule effective January 1, 1998:

**First Employee**

| | |
|---|---|
| 8:00 a.m. to 11:00 a.m. | on-site compensation 1 ¾ time |
| 11:00 a.m. to 3:00 p.m. | on-call compensation ½ time |
| 3:00 p.m. to 4:00 p.m. | on-site compensation 1 ¾ time |

**Second Employee**

| | |
|---|---|
| 4:00 p.m. to 7:00 p.m. | on-site compensation 1 ¾ time |
| 7:00 p.m. – 11:00 p.m. | on-call compensation ½ time |
| 11:00 p.m. - 12:00 a.m. | on-site compensation 1 ¾ time |

With the approval of District management, any employee may exchange a scheduled weekend with another qualified plant employee. Any exchange must be reciprocated at the earliest possible date in the calendar year. All exchanges shall be completed by the close of the calendar year, except as determined by District management. Partial weekend tour exchanges will not be allowed. The lunch period is to be designated by the District. Any plant employee working a shift from 4:00 p.m. to 12:00 midnight shall be paid a shift time differential of fifteen (15) percent of his/her pay. Any plant employee working a shift from 12:00 midnight to 8:00 a.m. shall be paid a shift time pay differential of 15 percent of his/her pay. Any plant employee who actually works seven (7) consecutive days, Monday through Sunday, inclusive, on a full tour shift shall receive a further shift time differential of fifteen (15) percent of base pay for the seventh consecutive day actually worked i.e., Sunday.

Effective January 8, 2001 and thereafter, the above schedule shall be replaced with a new program providing for standby duty pursuant to a yearly schedule of standby cycles. Each cycle shall be comprised of 125.5 standby hours outside of the Plant Employees' regular work schedule and shall be pursuant to a schedule set by the Water District. During the entire period of said standby duty, the employee shall be on-call.

In consideration for the above and in substitution for the previous method of compensation, Plant Employees shall be paid $695.00 for each complete standby duty cycle.

The language of this paragraph referring to the exchange of weekend work with the approval of District management, shall be equally applicable to standby cycles.

The District's past practice regarding the use of a District truck by an employee assigned to weekend work shall also continue in connection with standby cycles.

2. FRIDAY SICK DAY - Any employee who is scheduled to work regular weekend duty pursuant to subparagraph 1 of this article and who calls in sick on the Friday immediately

prior to that weekend, shall not work such weekend, but will have his/her schedule changed so that he/she will work the next possible scheduled weekend of the employee who worked in his/her stead. If necessary, the District shall, at the discretion of the Superintendent, designate employees to work regular weekend duty for any such employee who calls in sick in such a situation. The manner of designation shall be from the seniority list, commencing with the least senior plant employee and progressing up the list to the most senior plant employee.

3. OFFICE EMPLOYEES - All personnel under the general supervision of the Office Manager are referred to herein as office employees and for office employees the normal work week shall be Monday through Friday. The normal tour of work shall be either 9:00 a.m. to 4:30 p.m., or 8:00 a.m. to 3:30 p.m. Monday through Friday, with a forty-five (45) minute lunch break, 30 minutes unpaid, 15 minute paid. The lunch period is to be designated by the District. Effective January 8, 2001, the normal hours of work shall be either 8:30 a.m. to 4:30 p.m. or 8:00 a.m. to 4:00 p.m. Office employees shall be compensated at straight time for the additional ½ hour work daily.

4. ALL EMPLOYEES – The District reserves to itself the right to establish, modify and/or change the normal work week and establish, modify, maintain and/or eliminate tours of duty, days of work and shifts as it deems proper for all employees.

## ARTICLE IV
## GRIEVANCE PROCEDURE

1. DEFINITION. The term Grievance shall mean and be limited to any dispute between the parties as to the meaning or application of the express provisions of this Agreement.

STEP I a. An employee under the general supervision of the Plant Superintendent who claims to have a grievance shall present such grievance to the Plant Superintendent or Acting Plant Superintendent, on forms provided by the District, within two (2) working days

after the occurrence of the facts giving rise to the grievance. An employee under the general supervision of the Office Manager who claims to have a grievance shall present such grievance to the District Business Manager or, in his/her absence, the Office Manager, on forms provided by the District, within two (2) working days after the occurrence of the facts giving rise to the grievance.

b. The Plant Superintendent or the District Business Manager, as the case may be, shall discuss the grievance with the employee, and shall make such investigation as he/she deems appropriate all on an informal basis.

c. Within ten (10) working days after presentation of the grievance, the Plant Superintendent or the District Business Manager, as the case may be, shall make a decision and communicate the same to the employee and the employee's representative, if any, orally.

d. If the grievance is not presented to the Plant Superintendent or the District Business Manager, occurrence of the facts upon which such complaint is based shall be deemed waived and abandoned and shall not thereafter form a basis of a grievance between the parties hereto.

STEP II a. If an employee under the general supervision of the Plant Superintendent presenting a grievance is not satisfied with the decision made by the Plant Superintendent, the employee may within ten (10) working days thereafter request a review and determination of the grievance and the decision of the Plant Superintendent by the District Grievance Officer. If an employee under the general supervision of the Office Manager presenting a grievance is not satisfied with the decision made by the District Business Manager, the employee may within ten (10) working days thereafter request a review and determination of the grievance and the decision of the District Business Manager by the District Grievance Officer. Such a request shall be in writing, on the form prescribed for such purpose by the District. It shall contain a statement

of the specific nature of the grievance, the facts relating to the grievance and state the specific provision of this Agreement alleged to have been violated. Such request shall be served upon the District Grievance Officer in person or by certified mail addressed to the District Office.

b. The Grievance Officer or designee may in his/her sole and absolute discretion hold a hearing within ten (10) days after receiving the written request from the employee. The employee and his/her representative, if any, and any other person the Grievance officer requests, may appear at the hearing and present evidence. The Grievance officer in his/her discretion may allow sworn and unsworn testimony, allow hearsay evidence and generally in his/her discretion relax the strict rules of evidence.

c. Within ten (10) working days after the close of the hearing or within ten (10) working days after the grievance has been submitted to the Grievance Officer, if there is no hearing, the Grievance officer shall make his/her decision and communicate the same to the employee, the employee's representative, if any, and the Plant Superintendent or the District Business Manager, as the case may be.

d. If any employee fails to request a review and determination of a grievance as set forth in paragraph "a" of Step II within ten (10) working days after the decision of the Plant Superintendent or the District Business Manager, as the case may be, then such complaint shall be deemed waived and abandoned and shall not thereafter form the basis of a grievance between the parties hereto.

STEP III If either the aggrieved employee and CSEA or the District are not satisfied with the decision of the Grievance Officer, they shall within ten (10) working days serve notice by certified mail or in person upon the Grievance Officer and the other party to this Agreement of the intention to arbitrate.

Thereafter within ten (10) working days the District shall request the Public Employees Relations Board hereinafter referred to as "PERB" to designate an arbitrator to hear the grievance. If PERB fails or refuses to appoint an arbitrator or if the arbitrator so designated fails or refuses to serve, then each party shall appoint one (1) person by notifying the other party in writing and these two persons shall designate an arbitrator to hear the grievance. If no arbitrator is selected by this method who is willing to serve, then the District shall request the American Arbitration Association hereinafter referred to as "AAA" to submit a list of seven (7) names to the District and CSEA. The District and CSEA shall designate the name or names, if any, satisfactory to it in order of preference and return the said list to the AAA. The AAA shall select the individual who shall receive the highest combined preference as the arbitrator to hear the grievance. If no arbitrator is selected by this procedure or if the arbitrator selected declines or fails to serve, this procedure shall be repeated until an arbitrator is selected. Thereafter the arbitration procedure shall be conducted in accordance with the rules of the AAA except as hereinafter set forth. With respect to all arbitrations regardless of the method of selection of the arbitrator, each of the parties shall submit a "submission agreement". In the submission agreement the parties shall agree upon the precise issue to be decided. If this is not possible, each party shall state in writing the issue as seen by it which statement shall be separately submitted to the arbitrator. To allocate the cost of the proceeding equally between the parties, disputes may be submitted to arbitration only during the life of the contract. Arbitration shall begin no later than thirty (30) working days after the demand for arbitration if possible. The arbitrator shall hear only one (1) grievance at a time unless the parties specifically agree in the submission agreement to consolidate two (2) or more grievances. The arbitrator shall not have the right to grant any type of monetary relief. The CSEA may refuse to process, may abandon or may settle grievances without the consent of the grievant. All grievance steps with the exception of STEP I shall be

conducted outside regular working hours unless the District consents in writing to the contrary. Attendance outside the employee's regular scheduled working hours shall not be paid for by the District. The arbitrator shall have no power to grant relief extending beyond the termination date of the contract. The arbitrator shall presume that the District has all management and other rights it has in common law except those expressly abridged by this Agreement. The arbitrator shall reduce the award to writing and state the reason for reaching the award unless the parties agree in writing that this is not necessary. The arbitrator shall not mediate any dispute but rather shall restrict the proceeding to hearing the facts and deciding the merits of the issues presented. The arbitrator shall have no authority to modify the disciplinary penalties. The arbitrator shall have no authority to change wage rates already in effect. No award shall be utilized as a precedent for any subsequent case. All issues left unsettled by the parties when the contract was signed must be determined by them, not by the arbitrator who will be without authority to settle such issues. These grievance and arbitration provisions shall not be applicable to grievances arising in the period between the termination of the present contract and the effective date of its successor contract. It is agreed by the parties that any award made by the arbitrator shall be advisory only and not binding upon the parties.

## ARTICLE V
## GRIEVANCE OFFICER

The Grievance Officer shall be the person designated by the commissioners in the annual reorganization minutes. The District shall notify CSEA of the name of the Grievance officer within five (5) days from the signing of this Agreement.

## ARTICLE VI
## PROMOTION

Notice of vacancy and all openings for promotional positions having salary differentials shall be published on the District bulletin board at the District Office for at least five (5) days

prior to such position being filled. Those persons qualified in the opinion of the District shall be considered and the most qualified applicant on the basis of training, education, attendance, ability, experience in work, skill efficiency, seniority, and such other criteria as may be determined by the District may be awarded the position.

## ARTICLE VII
## PROTECTION OF EMPLOYEES

All permanent employees of the District shall be entitled to the protection of Section 75 of the Civil Service law.

## ARTICLE VIII
## WATER DISTRICT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement the District reserves and retains solely and exclusively, all of its statutory and common law rights to manage the District as such rights existed prior to the execution of this Agreement with the CSEA. The sole and exclusive rights of the District which, are not abridged by this Agreement shall include but are not limited to its right to determine the existence or nonexistence of facts which are the basis of a management decision; to determine District rates, volume of production, method of financing; to discontinue a service; to sell or lease any of its assets, or any part thereof, free of the liabilities of this Agreement; to establish, or continue policies, practices and procedures for the conduct of its activities as a water district and from time to time change or abolish such policies, practices, or procedures; the right to determine and from time to time redetermine the number, location, relocation and types of its operations and the methods, processes, and materials to be employed; to discontinue processes or operations or to discontinue their performance by employees of the District; to determine the normal work week, work shifts, days of work, number of hours per day or per week operations shall be carried on; to appoint

such employees as it may require for the performance of its duties, fix and determine the qualifications, duties, jobs, titles and compensation; to assign work to such employees in accordance with the requirements determined by management; to hire and appoint such persons as it may require for the performance of its duties, fix and determine the qualifications, duties, job titles, and compensation of such persons and to accord financial and other recognition on account of the training and experience of such person; to establish and change work schedules and assignments; to transfer, promote or demote employees or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the fact of lack of work; to contract out work to be done for the District by independent contractors; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for cause and otherwise to take such measures as the District may determine to be necessary for the orderly, efficient and proper operation of its function as a water district. No discharge, suspensions or demotions shall be made in violation of the New York State Civil Service Law.

The District will advise CSEA of the creation of any new job within the bargaining unit created during the time of this contract if said job results in the layoff of any member of the bargaining unit.

## ARTICLE IX
## WORKERS COMPENSATION AWARD
## REIMBURSEMENT TO THE DISTRICT

An employee who sustains an on-the-job injury as defined by the Workers' Compensation law shall be entitled to use accumulated sick leave for which he/she shall receive full pay. Thereafter, to the extent provided by law, the employee shall be entitled to workers' compensation benefits. During the period when the employee draws upon accumulated sick

leave entitlement, the District shall be entitled to all workers' compensation benefits otherwise due to the employee.

At the employer's discretion, a transitional duty program may be implemented for employees who sustain an on-the-job injury. The implementation of such a program shall be subject to a determination by the District as to its ability to place employees in transitional (light duly) assignments.

## ARTICLE X
## BULLETIN BOARDS

The District will provide a bulletin board at the District Office and the District garage which may be used by CSEA for posting notices. Such notices shall be subject to the approval of the District Commissioners and shall be restricted to:

a. Notices of CSEA recreational and social affairs.

b. Notices of CSEA elections.

c. Notices of CSEA appointments and results of CSEA elections.

d. Notices of CSEA meetings.

e. Other notices concerning bona fide CSEA activity such as information.

There shall be no other general distribution, or posting of pamphlets, advertising or political matter, notices, or any kind of literature upon District property other than as herein provided.

## ARTICLE XI
## HEALTH INSURANCE

a. The District, during the term of this contract agrees to maintain and pay the full cost of the health insurance which is now in effect for the benefit of the active employees of the District except that each such active employee shall contribute, by payroll deduction, $9.06 for individual coverage and $18.62 for family coverage. As to all employees hired after January 1,

1997, the contribution shall be an amount equal to 7.5% of the cost of such insurance for individual or family coverage. The policy now in effect is the Empire Plan Core plus all enhancements, Group 3810.

Effective May 1, 1998, the District agrees to participate in a Flexible Benefits Plan as authorized by Section 125 of the Internal Revenue Code.

Effective January 1, 2001 and thereafter, all employees shall be required to contribute, by payroll deduction, an amount equal to 7.5% of the cost of such insurance for individual and family coverage.

Effective January 1, 2004 and thereafter, all employees shall be required to contribute, by payroll deduction, an amount equal to 10% of the cost of such insurance, for individual and family coverage.

b. During the term of this Agreement the District may propose to CSEA substitution of different insurance policies than the policies referred to in paragraph (a) above. If CSEA concurs with the District's proposal, the District may substitute such new health insurance policies, for the policies referred to in paragraph (a) above.

c. The District during the term of this contract shall provide to its retirees "Medigap" insurance coverage (e.g., American Association of Retired Persons "Plan I" or equivalent), so long as:

1. The employee retired from the District after January 1, 1977.

2. The employee has attained the age of 55 years.

3. The employee has been employed by the District for twenty (20) years.

4. The employee's retirement health insurance program includes Medicare benefits at age 65.

The District shall pay ninety (90%) percent of the cost of such health insurance for retirees, under an individual or family plan.

## ARTICLE XII
## DENTAL/VISION CARE

The District shall provide to active employees Dental/Vision Care from the CSEA Horizon plan. The District shall pay on account 100 percent of the premium for vision care. Effective January 1, 2004, the dental plan shall be the Dutchess Plan and the vision plan shall be the Gold Plan. The District shall pay on account 100 percent of the premium for dental care up to but not in excess of $22 per month. Any amount above said $22 per month shall be paid fifty (50%) percent by the District and fifty (50%) percent by the employee. Any payroll deduction for dental care shall be made on a bi-weekly basis. Effective January 1, 2002, the District's contribution to the cost of dental insurance shall be increased to $30.00. Increases to the cost of premiums occurring after that date shall continue to be shared pursuant to the aforesaid 50/50 formula.

During the term of this contract, the District shall provide its retirees with dental coverage only to the same extent and at the same rates that it provides for active employees pursuant to this Article provided:

1. the employee retired from the District after January 1, 2003;
2. the employee has attained the age of 55 years; and
3. the employee has been employed by the District for 20 years immediately preceding retirement.

## ARTICLE XIII
## ARMED FORCES CREDITS

Section 1. All personnel who have served in the armed forces of the United States shall be entitled to Veteran's credits as provided for under the law.

Section 2. Employees on regular appointment called to military service will be credited upon their return with the same amount of sick leave allowance for the period of their military service, as they would have been entitled to if they were in the District service.

## ARTICLE XIV
## LEAVE ALLOWANCE

A. SICK LEAVE ACCUMULATION. Sick leave allowance shall be accumulated at the rate of thirteen (13) days per year, to a maximum of 180 days, starting with the date of the commencement of employment and less any used sick time. Sick leave shall be accumulated as follows:

An active employee shall receive 1/2 sick day per pay period. Upon an employee's absence for three (3) or more consecutive working days, the employee shall present a doctor's certificate to the District upon his/her date of return. Failure to provide such a doctor's certificate may result in disciplinary action at the discretion of the District. The doctor's certificate must state the nature of the employee's illness and cover the entire term of the employee's illness. An employee who falls ill while on vacation may use his/her sick leave allowance during his/her vacation and for the remainder of his/her illness. Vacation time shall he adjusted accordingly provided that a doctor's certificate is filed with the District Office upon the employee's return to work. The doctor's certificate must state the nature of the illness and cover the entire term of the employee's illness. The term doctor as used herein shall mean an M.D. or an O.D.

Notwithstanding any policy or practice to the contrary, employees absent in excess of unused accumulated sick leave entitlement shall be considered as absent without authorization unless such absence is authorized pursuant to the applicable provisions of the worker's compensation law.

B. SICK LEAVE UPON DEATH. Upon death of an employee, 50 percent of all accumulated unused sick leave shall be paid to a beneficiary designated by the employee on a form prescribed by the District.

C. SICK LEAVE ON RETIREMENT. The District will reimburse an employee for unused sick leave upon retirement, provided the employee has attained the age of 55 years and has been employed by the District for the last ten (10) years prior to retirement. The District will reimburse such employees for unused sick leave upon retirement only as follows:

1. A full time employee hired prior to January 1, 1977, shall be reimbursed for a maximum of 180 days unused sick leave.

2. A full time employee hired on or after January 1, 1977, shall be reimbursed for a maximum of 50 days unused sick leave.

Payment for the unused sick leave shall be made to the retiree in twelve (12) equal monthly installments following the month of retirement or a shorter period of time in the discretion of the District.

D. VACATION LEAVE. An employee's employment year shall start on his/her anniversary date and end one (1) day prior to his/her anniversary date. An employee shall accrue vacation leave based on his/her continuous service with the District. The District shall grant annual vacation leave, with pay, as follows:

1. After six (6) months of continuous service, five (5) vacation days.

2. After twelve (12) months of continuous service, fourteen (14) vacation days credited to him/her on his/her anniversary date.

3. For each subsequent year of continuous service, one (1) additional vacation day up to a maximum of twenty-two (22) days credited to him/her on his/her anniversary date.

It will not be permissible to postpone vacations from one (1) year to another or to waive vacation and draw vacation pay except as set forth in this paragraph. An employee who completes his/her anniversary year with five (5) or more unused vacation days shall be permitted to use up to five (5) such days in a single block, in a single calendar week (i.e., Monday through Friday), with such carry over to be permitted every other year. The employee shall not be required to utilize this time. Compensation for the five (5) day block shall be paid at the salary rate of the year the vacation time was earned.

Employees who resign or who are laid off by the District shall be entitled to receive vacation pay pro rata for that portion of the year for which such employees are eligible for vacation.

Vacation pay allowance shall be paid in advance on the day preceding the employee's vacation. In order to assure the orderly operation of the District, the vacation schedule shall be determined and fixed in the sole discretion of the District.

When one of the holidays provided for in the holiday schedule of this contract falls within the employee's vacation, such holiday will not be considered as a day of vacation for such employee but shall be considered as a holiday only.

E. PERSONAL LEAVE.

(a) Personal leave is leave with pay only for personal business. Personal leave shall not mean vacation leave or holiday. An employee shall be credited with three (3) personal days per year. An employee's year shall commence on his/her anniversary date and end one (1) day prior to his/her anniversary date. Personal days shall be credited as follows:

(1) An employee in District service hired prior to January 1, 1991, on his/her anniversary date shall be credited with three (3) days of personal leave.

(2) All employees hired after January 1, 1991, shall be credited with one (1) day of personal leave after every four (4) month period of continuous service to the District.

(3) If an employee is separated from District service, or granted a leave of absence without pay, subsequent to the effective date of this contract, and thereafter is reinstated or re-employed during the term of this contract, the unused personal leave standing to his/her credit at the time of separation or leave of absence shall be restored to him/her.

(b) Personal leave may be accumulated to a maximum of six (6) days. Unused personal leave shall not be liquidated in cash at the time of separation or retirement.

(c) Upon death of an employee, 50 percent of all accumulated unused personal leave shall be paid to a beneficiary designated by the employee.

(d) Personal leave may be drawn upon only at a time convenient to and approved in advance (in writing) by the District. A request for personal leave shall be made to the District at least one (1) working day prior to the proposed day of personal leave. Requests for personal leave will be acted upon in the order they are received by District administration. The employee may consider the personal leave day as granted only when he/she receives a signed copy of the "request for leave" from his/her supervisor. The District shall have the right to waive the one (1) day written notice by the employee in cases of extreme personal hardship or emergency of the employee. Personal leave shall be approved only when the District in its sole opinion determines that the granting of such personal leave will not interfere with the orderly operation and administration of the District.

(e) No personal leave shall be approved for a period of three (3) days immediately prior to or following any absence from work. An employee may not take two (2) personal days on two (2) consecutive business days.

(f) In no event will personal leave be approved for more than one (1) employee in any one (1) day.

F. BEREAVEMENT LEAVE. For death in immediate family employees shall be entitled to four (4) days leave time with pay. Any additional leave shall be granted at the sole discretion of the District. Immediate family shall consist of husband, wife, son, daughter, son-in-law, grandchild, mother, father, sister, brother, father-in-law, mother-in-law, grandparents, sister-in-law, daughter-in-law, brother-in-law, and aunt and uncle.

G. JURY DUTY LEAVE. Notice of jury duty must be submitted to the proper District authority two (2) days in advance of such duty and such time shall not be deducted from the regular salary of the employee. Said duty shall not be charged to any accumulated credits that the employee reserves. In view of the foregoing, the stipend that the employee receives for jury duty shall be turned over to the District as an offset against the salary that is paid to the employee while he/she serves on jury duty. A certificate of jury attendance signed by the appropriate court officer shall be filed with the District upon the employee's return to work.

H. SELECTIVE SERVICE EXAMINATION. Employees shall be excused with no loss of pay for such purpose provided acceptable proof of such call is submitted three (3) days in advance of the examination date.

I. LEAVE OF ABSENCE. Upon written request on a form prescribed by the District, the District in its sole discretion may grant an employee a leave of absence without pay and at no loss in seniority not to exceed twelve (12) months. Failure of an employee to return at the expiration of such twelve month period will result in loss of seniority and the employee will be

deemed to have quit his/her job.

J. LEAVE ALLOWANCE. Notwithstanding any policy or past practice to the contrary, any employee on unpaid leave of absence or leave of absence related to an on-the-job injury for which an employee is receiving workers' compensation benefits, shall not be entitled to accumulate sick, personal or vacation leave for the period of such leave of absence. As to those employees who accumulate vacation entitlement and/or personal leave annually, adjustments will be made to future accumulations in connection with any period during which said employee is on leave of absence pursuant to this paragraph. Notwithstanding the above, employees receiving workers' compensation benefits as of the execution of this memorandum of agreement, shall continue to accumulate the leave entitlements referenced to in this paragraph for calendar year 2003 only. Further, notwithstanding the provisions of Article XIV, Paragraph D (3), an employee on unpaid leave of absence as referred to in this paragraph, shall be entitled to extend the period during which vacations accrued between an anniversary date and the commencement of the leave of absence must be used, for a one year period after the conclusion of said leave of absence.

## ARTICLE XV
## HOLIDAYS

A. HOLIDAY SCHEDULE. The Holiday Schedule of the District is as follows:

Christmas Day, New Year's Day, Washington's Birthday, Lincoln's Birthday, Memorial Day, Independence Day, Columbus Day, Thanksgiving, Election Day, Labor Day and Veteran's Day.

The District will schedule holidays in accordance with the recommendations of the State of New York in order to create long weekends for the following holidays: Washington's Birthday, Memorial Day, Columbus Day and Veteran's Day.

B. SATURDAY AND SUNDAY HOLIDAYS. If a holiday designated under the contract falls on a Saturday, the preceding Friday shall be the recognized District holiday. If a holiday designated under the contract falls on a Sunday, the following Monday shall be the recognized District holiday. The recognized District holiday shall be the "holiday pay" day and work performed on the actual Saturday or Sunday holiday shall be paid at the normal rate of pay for that day for that employee.

C. DAY AFTER THANKSGIVING. The day after Thanksgiving shall not be considered a holiday for any purpose under this Agreement. The day after Thanksgiving Day shall not be a regular working day. However, the District may require personnel to work on the day after Thanksgiving as it, in its sole discretion, deems necessary or appropriate or useful to the District or the public. Any person required to work the day after Thanksgiving shall be given compensatory time off at a time approved by the District.

D. SHORTENED WORK DAY. In the event that the District elects to close for a half day on Christmas Eve, New Year's Eve or Good Friday, any employee who requests vacation, sick leave or personal leave, shall be charged with only one half day of such leave.

## ARTICLE XVI
## CHECK OFF, DUES DEDUCTION

The District shall deduct CSEA dues from each pay period of all members of CSEA who individually and voluntarily give the District written authorization to do so and shall forward such dues to CSEA 143 Washington Avenue, Albany, New York 12210, after each pay period. Such authorization shall be in substantially the following form:

"I hereby authorize you to deduct from my salary as indicated above for the payment of membership dues in the Civil Service Employee Association, Inc. This will also authorize you to make any adjustment deductions necessary for the purpose of payment of fall annual dues and to

make deductions in the succeeding years of my employment in the amount certified by The Civil Service Employees Association as required for the payment of my membership dues in said Association. If I am not now, or shall in the future cease to be paid on the payroll basis checked above, I Authorize you to deduct such amount from the appropriate payroll as will result in the payment of the annual dues. I understand that this authorization may be revoked at any time by written notice to you."

CSEA agrees to indemnify and save the District harmless against any and all claim, suit or other form of liability arising out of the deduction of money for the CSEA dues from an employee's pay. CSEA assumes full responsibility for the disposition of the monies so deducted once they have been turned over to CSEA. The aforementioned authorization shall be in a form mutually acceptable to CSEA and District.

## ARTICLE XVII
## WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to all proper subjects concerning the bargaining and that all said subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the District and CSEA for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

## ARTICLE XVIII
## SEPARABILITY

In the event that any provisions of this Agreement shall become legally invalid or unenforceable due to any change by law, such invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement.

## ARTICLE XIX
## NO STRIKE AGREEMENT

CSEA recognizes that strikes and other forms of work stoppages by Civil Service Employees are contrary to law and public policy. CSEA and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interrupting normal duties necessary to the operation of the District; CSEA therefore, agrees that there will be no strikes, work stoppages or other concerted refusal to perform work by employees covered by this Agreement.

## ARTICLE XX
## SENIORITY

The application of seniority principles shall be district wide for the employees covered by this Agreement.

Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee. Net credited service shall mean continuous employment in the District beginning with the date on which the employee began to work after last being hired less deductions for leaves of absence and less periods of absence on account of temporary leaves permitted by this contract. No net credited service shall be lost for sickness, injury or layoff for less than six (6) months in any period of twelve (12) consecutive months, normally time spent in the armed forces for all initial enlistment of not more than four (4) years or for periods served as a result of selective service or periods of service required by the United States Government or any other absence approved by resolution of the District.

An employee shall not be entitled to any seniority rights after he has net credited service as defined in the second paragraph of this article of 180 work days. No claim or grievance shall be made by CSEA or an employee with respect to layoff, transfer or discharge of any employee who does not have 180 days of net credited service.

In all cases of layoffs or reductions of forces the District shall give due consideration to seniority, the individual qualifications of the employee to perform the work in question, and the efficient operation of the District and its decision shall not be the subject of a grievance. No layoff shall be made in violation of the New York State Civil Service Law.

An employee desiring to fill any vacancy or new position shall make application in writing to the District. If, in the sole opinion of the District, two (2) or more applicants for a single vacancy or new position are in all respects equally qualified to fill such vacancy or new position, it shall be filled by the employee among such equally qualified applicants having the longest net credited service, but if in the sole opinion of the District one of such applicants is better qualified to fill such vacancy or new position than any other applicant it shall be filled by such better qualified applicant without regard to length, of the net credited service of such better qualified applicant.

The District shall prepare a length of service list showing names and addresses of all employees and amounts of seniority. This list shall be placed on the District bulletin board for a period of thirty (30) days, during which period of time it shall be the obligation of each employee and CSEA to notify the District in writing of any errors in said list and the District shall have five (5) days in which to correct said errors. Said list shall thereafter be considered final and the District shall furnish a copy to the CSEA. The District shall post said list within sixty (60) days of the signing of this Agreement.

Notwithstanding any of the foregoing provisions of this article or any of the provisions of this contract all seniority rights and all other rights under this Agreement shall be lost if any of the following occurs: (a) an employee quits of his/her own accord, or (b) an employee is dismissed for cause, or (c) an employee does not return to work recalled after layoffs, unless excused for illness or other valid reason under the terms of this contract, or (d) an employee is absent from the payroll due to layoffs continuously for six (6) months or more, or (e) an employee dies.

## ARTICLE XXI
## WAGES

The wages payable pursuant to this Agreement will be paid in accordance with Appendix A attached hereto and made a part hereof.

## ARTICLE XXII
## NOTICES

All notices given pursuant to this Agreement shall be given by certified mail to the respective parties at the address set forth below or at such other address as either party may designate:

Civil Service Employees Association, Inc.
300 Motor Parkway
Hauppauge, New York 11788

South Farmingdale Water District
40 Langdon Road
P.O. Box 3319
Farmingdale, New York 11735

## ARTICLE XXIII
## TERM OF THE AGREEMENT

This Agreement shall be for the term of January 1, 2003 through December 31, 2006, inclusive.

## ARTICLE XXIV
## ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and shall not be modified or changed unless consented to in writing signed by the parties.

## ARTICLE XXV
## TAYLOR LAW Sec. 204a

It is agreed by and between the parties that any provision requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

## ARTICLE XXVI
## COMMERCIAL DRIVERS LICENSE

A plant employee must obtain a commercial drivers license within one (1) year of appointment, unless alternate arrangements are approved by the District. At the employee's option, a District vehicle may be utilized by the employee to take the commercial drivers license road test. The District shall pay to the employee the difference between the cost of the standard operator's license and the commercial drivers license, at each renewal time.

A plant employee whose employment predates January 1, 1985 need not obtain a commercial drivers license.

## ARTICLE XXVII

## NEW YORK STATE EMPLOYEES RETIREMENT SYSTEM

Employees under this Agreement shall be enrolled or continue to be enrolled in the tier appropriate to the employees' respective dates of employment under the New York State employees Retirement System. More particularly, employees in tiers I and II shall be enrolled or continue to be enrolled in Plan 75-I of the New York State Employees Retirement System.

## ARTICLE XXVIII
## 401-K PENSION PLAN

The District shall coordinate the establishment and maintenance of a 401-K pension plan in which active employees will have the option to participate, provided there shall be no additional costs to the District in connection with same.

## ARTICLE XXIX
## EMPLOYEE TARDINESS

1. First offense.

An employee "calling in/clocking in" past his/her starting time, for the first time, shall be subject to a verbal warning by his/her supervisor. For purposes of this agreement a nine (9) month "administrative period" shall run from the date of said warning.

2. Administrative Period.

A. An employee "calling in/clocking in" past his/her scheduled starting time, for the first time during the administrative period, shall be subject to a written reprimand being placed in the employee's permanent file.

B. An employee "calling in/clocking in" past his/her scheduled starting time, for the second time during the administrative period, shall be subject to a second written reprimand being placed in the employee's permanent file.

C. An employee "calling in/clocking in" past his/her scheduled starting time, for the third time during the administrative period, shall be subject to a further written reprimand being placed in the employee's permanent file; shall be sent home on the day of said offense or on another day, at the discretion of the supervisor; and shall be docked one (1) day's pay.

D. An employee "calling in/clocking in" past his/her scheduled starting time, for the fourth time during the administrative period, shall be subject to all actions set forth in paragraph C, above. In addition, the Board of Commissioners shall be notified of the employee's continuing tardiness and said employee shall be subject to such additional disciplinary action as the Board of Commissioners may determine.

E. It is recognized and understood by the parties that the appropriate provisions of Civil Service Law govern as to the authority of the Board of Commissioners to discipline an employee pursuant to paragraph D, above.

## ARTICLE XXX
## UNION DAYS

The Unit President shall be entitled to up to three (3) days with pay to attend the annual NYS CSEA Annual Convention. Payment shall be conditioned upon seven (7) days' notice to the Board of Commissioners and submission of acceptable documentation of attendance.

## ARTICLE XXXI
## SHORT-TERM DISABILITY

Effective January 1, 2004, or as soon thereafter as is practical, the District shall provide NYS Disability Insurance (short-term) to all employees. The District and the employees shall pay their share as provided by the NYS Disability Law.

IN WITNESS WHEREOF, CSEA and the District have caused this Agreement to be executed in their names by their duly authorized representatives.

SOUTH FARMINGDALE
WATER DISTRICT

By_____
Commissioner

By_____
Commissioner

By_____
Commissioner

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

By_____
South Farmingdale Water
District Unit of CSEA, President

By_____
South Farmingdale Water
District Unit of CSEA, Vice Pres.

By_____
CSEA Collective Bargaining Specialist

## APPENDIX A

To be attached to and made part of Contract of Terms of Employment of South Farmingdale Water District for years 2003, 2004, 2005 and 2006.

Wages pursuant to this contract are to be paid in accordance with the following provisions:

1. OVERTIME PAY Overtime pay is defined as time and one-half of an employee's base hourly rate except as otherwise defined herein.

a. An employee shall be paid overtime pay for time worked after the normal tour of work is completed, as per Article III.

b. An employee shall be guaranteed four (4) hours pay at overtime rates when he/she is called in and does in fact report in and work during emergencies. An emergency condition shall exist for this purpose when the District Commissioners determine that there is an emergency.

2. HOLIDAYS - An employee shall be paid for time worked on holidays as defined in this Agreement, two (2) times his/her base hourly rate of pay, plus one (1) day's pay at his/her base rate.

3. DIRECTION TO RETURN LATER (INCONVENIENCE PAY) Inconvenience pay results when any employee reports for his/her normal tour of duty and is directed to return home, and later reports for one (1) of the next two (2) shifts, and the employee does in fact report and work one of the next two (2) shifts as directed. In such event, the employee shall be paid his/her base hourly wage, at a minimum of three (3) hours. If the employee actually works one-half hour or more, than the time actually worked shall be paid at the contractual overtime rate.

4. SHIFT DIFFERENTIAL - Any plant employee working a shift from 4:00 p.m. to 12:00 a.m. or 12:00 a.m. to 8:00 a.m. on a holiday, shall receive a shift time differential based on 15 percent of base rate for such hours worked on a holiday.

5. LONGEVITY PAY (EMPLOYEES HIRED PRIOR TO JANUARY 1, 1989)

Longevity pay shall be paid to employees hired prior to January 1, 1989 as follows:

a. $175.00 shall be earned and paid to each employee, in addition to his/her base annual salary, upon completion of the fifth (5) year of consecutive employment in the District.

b. $225.00 shall be earned and paid to each employee, in addition to his/her base annual salary, upon completion of the tenth (10) year of consecutive employment in the District.

c. $175.00 shall be earned and paid to each employee, in addition to his/her base annual salary, upon completion of the Fifteenth (15) year of consecutive employment in the District. All employees who previously received $100.00 for longevity under prior contracts, shall be eligible to receive only an additional $50.00.

d. $225.00 shall be earned and paid to each employee, in addition to his/her annual base salary, upon completion of the twentieth (20) year of consecutive employment in the District.

6. LONGEVITY PAY (EMPLOYEES HIRED AFTER JANUARY 1, 1989)

Longevity pay shall be earned and paid to employees hired January 1, 1989 or after as follows:

a. $125.00 shall be earned and paid to such employee, in addition to his/her base annual salary, upon completion of the fifth (5) year of consecutive employment in the District.

b. $175.00 shall be earned and paid to such employee, in addition to his/her base annual salary, upon completion of the tenth (10) year of consecutive employment in the District.

c. $275.00 shall be earned and paid to such employee, in addition to his/her base annual salary, upon completion of the fifteenth (15) year of consecutive employment in the District.

d. $225.00 shall be earned and paid to each employee, in addition to his/her annual base salary, upon completion of the twentieth (20) year of consecutive employment in the District.

7. BASE WAGE INCREASE - The 2002 base salary of each employee shall be increased three (3.0%) percent for calendar year 2003. The 2003 base salary of each employee shall be increased three and one-half (3.5%) percent for calendar year 2004. The 2004 base salary of each employee shall be increased three and one-half (3.5%) percent for calendar year 2005. The 2005 base salary of each employee shall be increased three and one-half (3.5%) percent for calendar year 2006.

8. BASE ANNUAL SALARY FOR THE YEAR 2003 (all specific salaries are starting salaries for new hires, effective January 1, 2003, and do not apply to current employees).

a. Laborer shall start at an annual base salary of $31,487.58.

b. Water Servicer Trainee/Water Plant Operator Trainee shall start at an annual base salary of $34,669.55. The District must approve the employees attendance at a New York State "D" course. Upon successful completion of such course and obtaining the New York State "D" license, the employee may request recognition by the District of such license. Upon recognition, the employee shall receive $2,400 added to his/her then annual base salary.

c. Water Servicer/Water Plant Operator Holding a New York State "D" License shall start at an annual base salary of $36,804.62. The District must approve the employee's attendance at a New York State "2A" course. Upon successful completion of such course and obtaining the New York State "2A" license, the employee may request recognition by the District of such license. In order to grant such recognition, the District must recognize the employee's ability to work independently on weekend shifts. Upon recognition, the employee's annual base salary shall be increased to no less than $41,772.71.

d. Water Plant Operator with the New York State "1A" License

District must approve the employee's attendance at a "1A" course. The employee must successfully complete the "1A" course and attain a New York State "1A" License. This position shall start at an annual base salary of $48,061.08. Once an employee has obtained the aforementioned "1A" License, and that license is recognized by the District, he/she shall receive $3,200.00 added to his/her current annual base salary.

e. Typist/Clerk shall start at an annual base salary of $32,238.02.

f. Account Clerk shall start at an annual base salary of $32,310.77.

Account Clerk/Biller shall start at an annual base salary of $34,733.77.

Account Clerk/Bookkeeper shall start at an annual base salary of $33,503.17.

An employee who is promoted from within to this position upon successful completion of the appropriate civil service test and appointment by the Board of Commissioners in accordance with civil service law and rules, shall have his/her base salary increased by the additional amount of $4,730.00.

9. BASE ANNUAL SALARY FOR THE YEAR 2004 (all specific salaries are starting salaries for new hires and for promotion of current employees)

a. Water Plant Attendent shall start at an annual base salary of $ 32,589.65.

b. Water Plant Attendent with a "D" New York State Distribution Certificate

1. New hires. Shall start at an annual base salary of $ 34,989.65.

2. Current employees. The District must approve the employees attendance at a New York State "D" course. Upon successful completion of such course and obtaining the New York State "D" Certificate, the employee may request recognition by the District of such certificate. Upon recognition, the employees annual base salary shall start at $ 34,989.65.

c. Water Servicer Trainee with a "D" New York State Distribution Certificate

1. New hires. Shall start at an annual base salary of $ 38,440.70.

2. Current employees. Shall start at an annual base salary of $ 38,440.70

d. Water Servicer with a "D" New York State Distribution Certificate

1. New hires. Shall start at an annual base salary of $ 39,175.21

2. Current employees. Shall start at an annual base salary of $ 39,175.21

The District must approve the employee's attendance at a New York State "2A / 2B" Pump Operators course. Upon successful completion of such course and obtaining the New York State "2A / 2B" certificate, the employee may request recognition by the District of such certificate. In order to grant such recognition, the District must recognize the employee's ability to work independently on stand-by shifts. Upon recognition, the employee's annual base salary shall be $ 43,234.75.

e. Water Servicer with a "2A / 2B" New York State Pump Operators Certificate

1. New hires. Shall start at an annual base salary of $ 43,234.75

2. Current employees. Shall start at an annual base salary of $43,234.75.

The District must approve the employee's attendance at a New York State "1A / 1 B" Pump Operators course. Upon successful completion of such course and obtaining the New York State "1A / 1B" certificate, the employee may request recognition by the District of such certificate. Upon recognition, the employee's annual base salary shall be $ 46,434.75.

f. Water Servicer with a "1A /1 B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 46,434.75

2. Current employees. Shall start at an annual base salary of $ 46,434.75

g. Water Plant Operator Trainee with a "2A /2B" New York State Pump

Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 45,840.15

2. Current employees. Shall start at an annual base salary of $ 45,840.15

h. Water Plant Operator Trainee with a "1A /1 B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 46,575.00.

2. Current employees. Shall start at an annual base salary of $ 46,575.00

i. Water Plant Operator with a "2A /2B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 46,331.60

2. Current employees. Shall start at an annual base salary of $ 46,331.60

j. Water Plant Operator with a "1A /1 B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 49,742.96

2. Current employees. Shall start at an annual base salary of $ 49,742.96

k. Typist / Clerk

1. New hires. Shall start at an annual base salary of $ 33,366.35.

l. Account Clerk

1. New hires. Shall start at an annual base salary of $ 33,441.65.

a. Account Clerk / Biller

New hires. Shall start at an annual base salary of $35,949.45.

b. Account Clerk / Bookkeeper

New hires. Shall start at an annual base salary of $34,675.78

An employee who is promoted from within to this position upon

successful completion of the appropriate civil service test and appointment by the Board of Commissioners in accordance with civil service law and rules, shall have his/her base salary increased by the additional amount of $4,730.00.

10. BASE ANNUAL SALARY FOR THE YEAR 2005 (all specific salaries are starting salaries for new hires and for promotion of current employees)

a. Water Plant Attendent shall start at an annual base salary of $ 33,730.29.

b. Water Plant Attendent with a "D" New York State Distribution Certificate

1. New hires. Shall start at an annual base salary of $ 36,930.29.

2. Current employees. The District must approve the employees attendance at a New York State "D" course. Upon successful completion of such course and obtaining the New York State "D" Certificate, the employee may request recognition by the District of such certificate. Upon recognition, the employees annual base salary shall start at $ 36,930.29.

c. Water Servicer Trainee with a "D" New York State Distribution Certificate

1. New hires. Shall start at an annual base salary of $ 39,786.12.

2. Current employees. Shall start at an annual base salary of $ 39,786.12.

d. Water Servicer with a "D" New York State Distribution Certificate

1. New hires. Shall start at an annual base salary of $ 40,546.34

2. Current employees. Shall start at an annual base salary of $ 40,546.34 The District must approve the employee's attendance at a New York State "2A /28" Pump Operators course. Upon successful completion of such course and obtaining the New York State "2A /28" certificate, the

employee may request recognition by the District of such certificate. In order to grant such recognition, the District must recognize the employee's ability to work independently on stand-by shifts. Upon recognition, the employee's annual base salary shall be $ 44,747.97.

e. Water Servicer with a "2A /2B" New York State Pump Operators Certificate

1. New hires. Shall start at an annual base salary of $ 44,747.97

2. Current employees. Shall start at an annual base salary of $44,747.97. The District must approve the employee's attendance at a New York State "1A /1 B" Pump Operators course. Upon successful completion of such course and obtaining the New York State "1A /1 B" certificate, the employee may request recognition by the District of such certificate. Upon recognition, the employee's annual base salary shall be $ 47,974.97.

f. Water Servicer with a "1A / 1 B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 47,974.97

2. Current employees. Shall start at an annual base salary of $ 47,974.97.

g. Water Plant Operator Trainee with a "2A / 2B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 47,444.56

2. Current employees. Shall start at an annual base salary of $ 47,444.56.

h. Water Plant Operator Trainee with a "1A / 1 B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 48,205.13.

2. Current employees. Shall start at an annual base salary of $ 48,205.13.

i. Water Plant Operator with a "2A / 2B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 47,953.06.

2. Current employees. Shall start at an annual base salary of $ 47,953.00.

j. Water Plant Operator with a "1A / 1 B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 51,483.96.

2. Current employees. Shall start at an annual base salary of $ 51,483.96.

k. Typist / Clerk

1. New hires. Shall start at an annual base salary of $ 34,534.17.

l. Account Clerk

1. New hires. Shall start at an annual base salary of $ 34,612.11.

a. Account Clerk / Biller

New hires. Shall start at an annual base salary of $37,207.68.

b. Account Clerk / Bookkeeper

New hires. Shall start at an annual base salary of $35,889.43

An employee who is promoted from within to this position upon successful completion of the appropriate civil service test and appointment by the Board of Commissioners in accordance with civil service law and rules, shall have his/her base salary increased by the additional amount of $4,730.00.

11. BASE ANNUAL SALARY FOR THE YEAR 2006 (all specific salaries are starting salaries for new hires and for promotion of current employees)

a. Water Plant Attendent shall start at an annual base salary of $ 34,910.85.

b. Water Plant Attendent with a "D" New York State Distribution Certificate

1. New hires. Shall start at an annual base salary of $ 37,310.85.

2. Current employees. The District must approve the employees attendance at a New York State "D" course. Upon successful completion of such course and obtaining the New York State "D" Certificate, the employee may request recognition by the District of such certificate. Upon recognition, the employees annual base salary shall start at $ 37,310.85.

c. Water Servicer Trainee with a "D" New York State Distribution Certificate

1. New hires. Shall start at an annual base salary of $ 41,178.63.

2. Current employees. Shall start at an annual base salary of $ 41,178.63

d. Water Servicer with a "D" New York State Distribution Certificate

1. New hires. Shall start at an annual base salary of $ 41,965.46

2. Current employees. Shall start at an annual base salary of $ 41,965.46 The District must approve the employee's attendance at a New York State "2A / 2B" Pump Operators course. Upon successful completion of such course and obtaining the New York State "2A / 2B" certificate, the employee may request recognition by the District of such certificate. In order to grant such recognition, the District must recognize the employee's ability to work independently on stand-by shifts. Upon recognition, the employee's annual base salary shall be $ 46,314.15.

e. Water Servicer with a "2A / 2B" New York State Pump Operators Certificate

1. New hires. Shall start at an annual base salary of $ 46,314.15

2. Current employees. Shall start at an annual base salary of $46,314.15. The District must approve the employee's attendance at a New York State "1A / 1 B" Pump Operators course. Upon successful completion of such course and obtaining the New York State "1A / 1 B" certificate, the employee may request recognition by the District of such certificate. Upon recognition, the employee's annual base salary shall be $ 49,514.15.

f. Water Servicer with a "1A /1 B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 49,514.15

2. Current employees. Shall start at an annual base salary of $ 49,514.15

g. Water Plant Operator Trainee with a "2A / 2B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 49,105.12

2. Current employees. Shall start at an annual base salary of $ 49,105.12

h. Water Plant Operator Trainee with a "1A /1 B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 49,892.31.

2. Current employees. Shall start at an annual base salary of $ 49,892.31

i. Water Plant Operator with a "2A /2B" New York State Pump Operators Certificate.

1. New hires. Shall start at an annual base salary of $ 49,631.42

2. Current employees. Shall start at an annual base salary of $ 49,631.42

j. Water Plant Operator with a "1A /1 B" New York State Pump Operators

Certificate.

1. New hires. Shall start at an annual base salary of $ 53,285.90

2. Current employees. Shall start at an annual base salary of $ 53,285.90

k. Typist / Clerk

1. New hires. Shall start at an annual base salary of $ 35,742.87.

l. Account Clerk

1. New hires. Shall start at an annual base salary of $ 35,823.53.

a. Account Clerk / Biller

New hires. Shall start at an annual base salary of $38,509.95.

b. Account Clerk / Bookkeeper

New hires. Shall start at an annual base salary of $37,145.56

An employee who is promoted from within to this position upon successful completion of the appropriate civil service test and appointment by the Board of Commissioners in accordance with civil service law and rules, shall have his/her base salary increased by the additional amount of $4,730.00.

12. Lead Person – Effective January 1, 2004, in its discretion, the Board of Commissioners may create the temporary position of Lead Person at a stipend of $160.00 per pay period. On those occasions and for those periods when the Board of Commissioners determines that it is necessary to create said position, an employee may be assigned thereto for the period deemed necessary by the Board of Commissioners. Should an employee serve in the capacity of Lead Person for a period of less than one pay period, the aforesaid stipend will be prorated.

13. Backflow License – Effective January 1, 2004 and thereafter, an employee who obtains a Backflow License shall receive an annual stipend of $500 which shall not be added to base pay. Receipt of this stipend shall be conditioned upon recognition of license by the Water District which shall be within the sole discretion of the Board of Commissioners.

## APPENDIX B

The vacation leave policy of the Board of Commissioners, dated March 8, 1994, in respect to shop employees, is annexed hereto and made a part hereof, as follows.

TO: SHOP EMPLOYEES

FROM: BOARD OF COMMISSIONERS

DATE: MARCH 8,1994

RE: VACATION LEAVE

WHEREAS, In order to schedule vacations to everyone's advantage with a minimum of service disruption to our consumers, the Board of Commissioners has adopted the following vacation policy pursuant to Article XIV of the collective bargaining agreement.

BE IT RESOLVED, that

1. A request for vacation leave of five or more days must be submitted on a "request for leave" form and must be received by the supervisor at least 30 calendar days prior to the commencement of vacation leave.

2. A request for vacation leave of four days or less must be submitted on a "request for leave" form and must be received by the supervisor at least two working days prior to the commencement of vacation leave.

3. Vacation leave may be considered as granted only when a signed copy of the "request for leave" form has been returned by the supervisor.

4. No more than two employees shall be granted vacation leave for the same time period.

5. The "summer vacation period" shall be defined as May 1st through September 30th.

6. From January 1st through March 31st a vacation request schedule shall be circulated amongst employees, in order of seniority. At least one week must be requested by each employee. If leave is requested for the summer period, initially, a maximum of two weeks may be requested by each employee.

   After supervision has reviewed, altered if necessary, and approved the initial requests, additional leave may be requested, again as the schedule is circulated in order of seniority.

Be it further

RESOLVED, that employees may request to reschedule approved vacation leave pursuant to the provisions of this policy.

Be it further

RESOLVED, that supervision, at its discretion, may waive any provision of this policy.

Be it further

RESOLVED, that this policy shall take effect immediately.



s:\sfdalewater\contract\cseak2004