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ROSLYN WATER DISTRICT
AGREEMENT

CSEA, INC.

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES

AFL/CIO (CSEA)

2004

RECEIVED

MAR 22 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

10

TABLE OF CONTENTS

ARTICLE NO.	SUBJECT MATTER	PAGE
I	Exclusive Bargaining Agent	1
II	Adoption of Agreement	1
III	Sec 1: Term of Agreement	1
	Sec 2: Exclusive Representation	2
IV	Sec 1: Use of Vehicles - Pers.	2
V	Sec 1: Hours of Employment	3
	Sec 2-3: Overtime	3
	Sec 4: Coffee Breaks	4
	Sec 5: Vacation	4
VI	Disputes	5
	Sec 1-2:	5
	Sec3-4-5: Union Officials	6
VII	Vacancies Non-Comp Classification	6
VIII	Sec 1: Tenure	6
	Sec 2: a	7
	b, c, d	7
	Sec 3: Highest Seniority	8
	Sec 4: Civil Assault	8
	Sec 5: Job - Injury	8
IX	Sec 1: Uniforms	8
	Sec 2: Sick Leave	9
	Sec 3: Personal Days	9
	Sec 4: Jury Duty	9
	Sec 5: Bereavement	10
	Sec 6-7-8: Health Insurance	10-11
	Sec 9: Vacation, Sick, Personal Pay	11
	Sec 10: Dental & Optical	11
X	Military Service	11

ARTICLE NO.	SUBJECT MATTER	PAGE
XI	Cost of Retirement	11-12
XII	Court Appearance	12
XIII	Selective Service	12
XIV	A.-B. Holidays	12
XV	Sec 1-2-3-4: Personnel File	13
XVI	Sec 1-2-3: Use of District Facilities	13-14
XVII	Sec 1: Union Dues 2-3-4-5-6	14
XVIII	No Strike Provision	15
XIX	Longevity	15
XX	Past Practices	15
XXI	Guaranteed Employment	15-16
XXII	Salary Increases	16
XXIII	Sec 1: Uniforms Sec 2: Sec 3:	17
XXIV	Agency Shops	17
XXV	Disability	18
XXVI	Leave of Absence	19
XXVII	Sheathing	19
XXVIII	Drug and Alcohol Abuse	20
XXIX	Step Program (Increment Step)	21
	Standby Pay, "District Emergency Call Program	22

AGREEMENT made this 18 day of March, 2004, by and between the Civil Service Employees Association, Inc., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL/CIO, (hereinafter referred to as "CSEA") and ROSLYN WATER DISTRICT, Town of North Hempstead, County of Nassau (hereinafter referred to as the "EMPLOYER").

ARTICLE I

CSEA is recognized as the sole and exclusive bargaining agent during the term of this Agreement for all permanent full-time personnel in the employ of the EMPLOYER including: Water Servicer, Water Service Trainee, Water Plant Operator, Water Plant Attendant, Laborer, Maintainer and all Office Personnel; excluding the following supervisory personnel, Superintendent, Water Service Supervisor, and Part-time employees.

ARTICLE II

The provisions of this Agreement are adopted by the EMPLOYER, such intent being evidenced by appropriate minutes of adoption being incorporated in the records of the EMPLOYER.

ARTICLE III

SECTION 1: Except as otherwise specifically set forth, the provisions of this Agreement shall remain in effect from the date hereof until and including December 31, 2006, it being understood that unless the certification of CSEA is terminated pursuant to appropriate law, CSEA will thereafter continue and be recognized as bargaining agent of the employees of the EMPLOYER for the term of any successor collective bargaining agreement. Under such

circumstances, negotiations as to modifications to this Agreement to be incorporated in any Agreement successor thereto, may be initiated by either party giving the other written notice of request for such negotiations not later than June 15, 2006, (this being sixty (60) days prior to the date on which the budget is submitted by the public EMPLOYER).

SECTION 2: The EMPLOYER recognizes and agrees that CSEA, Inc. Shall be the sole and exclusive representative for all employees described in Article "I" for the purpose of collective bargaining and grievances.

ARTICLE IV

SECTION 1: Except in a situation of extreme emergency, the EMPLOYER shall not request employees to use their personal vehicles for EMPLOYER business use. No employee will use a personal vehicle for business of the EMPLOYER except as authorized, it being understood that the EMPLOYER will continue to maintain adequate insurance covering such vehicle during such usage.

SECTION 2: It shall be the duty of all employees to see that all working conditions are safe from unnecessary hazards; such situations shall be reported to the immediate supervisor who, shall in turn, report this condition to the proper authority. Employees shall wear all protective gear issued by the EMPLOYER to prevent injury in the course of employment.

SECTION 3: An employee finding that a vehicle of the EMPLOYER which he is required to use, is defective (i.e. faulty brakes, defective lights, bald tires, mirrors, horns, windshields, seat belts, if any, spare tire, jack, flares, cables on crane, etc.), will call such defect to the attention of his immediate supervisor who will inform the Superintendent to determine whether or not such vehicle should be used, and repairs made. No vehicle is to be used until

repairs are made. Employees shall clean and generally maintain all EMPLOYER vehicles.

Each employee shall account for all tools assigned to him by the District and be responsible for the loss of same provided said tools are capable of being secured on the vehicle assigned to the employee.

ARTICLE V

SECTION 1: The hours of work of employees of the EMPLOYER shall be as heretofore, it being understood that the starting time of any employee or group of employees may be changed from time-to-time by the EMPLOYER in order to provide adequate employee coverage based on then existing conditions. Any such change in the hours of work will only be made on the giving of reasonable notice, except in cases of emergency.

SECTION 2: Time and one-half will be paid for all hours of work in excess of an employees' regularly scheduled shift.

Work performed on a holiday, shall be paid for at the rate of time and one-half in addition to such holiday pay as is established by this Agreement. An employee who works beyond his/her regular shift, where such initial shift hours were compensated at time and one-half his/her regular rate of pay, or who has worked eight (8) consecutive hours at time and one-half, shall be paid at two (2) times his regular rate of pay if he/she assumes the next scheduled shift or works beyond the initial eight (8) hours at time and one-half shift.

SECTION 3: An employee called in to work for a period of time not in conjunction with his regular shift, shall be paid time and one-half for such work, the total of his pay, however, not to be less than three (3) hours straight time, except if called in prior to his/her normal work hours, then employee shall receive only time and one-half pay up to start of normal

shift.

SECTION 4: Employees shall have two (2) coffee-breaks during their regular shift; one in the morning (AM) and one in the afternoon (PM).

SECTION 5: Employees shall be entitled to vacations during each calendar year (January through December) with pay as follows:

Years of Active Service Completed	Length of	Vacation
By <u>Anniversary Date</u>	<u>Vacation</u>	<u>Pay</u>
1 Year	2 Weeks	80 Hours
5 Years	3 Weeks	120 Hours
10 Years	4 Weeks	160 Hours

It being understood that the EMPLOYER'S operation is a continuing operation, on request of the EMPLOYER, each employee, shall notify the EMPLOYER of his/her preferred vacation period prior to May 31st of each calendar year. Vacations shall be assigned to employees within the several classifications in such manner as to maintain orderly operation of the EMPLOYER but recognizing the seniority of the employees in granting vacation period requests. Vacations are to be taken in the year following the year earned and are not cumulative or carried over from year to year.

An employee may, in lieu of taking full week vacations, request that one (1) week (five (5) working days) of his or her vacation time be allowed in single days. Timely notice of each such day requested must be given to the Superintendent of the District, who may grant such request, if in his judgment it will not interfere with the day to day operation of the District. Permission by the Superintendent will not be unreasonable withheld.

ARTICLE VI

Any disputes between the parties as to the interpretation, application or alleged violation of this Agreement, the disposition of which is not provided for pursuant of the Civil Service Law or regulations thereunder, shall be deemed a grievance and processed as follows:

1. The grievance shall, within ten (10) days after the employee or CSEA knew or could reasonably have known of its existence, be discussed between the employee and his Supervisor.

2. If the grievance is not disposed of at this step, the grievant may, within the next five (5) working days thereafter, discuss the grievance with the Superintendent of the EMPLOYER.

3. If not disposed of in the preceding step, the grievant may, within the next five (5) working days, submit the grievance in writing to be discussed within a reasonable period of time between the grievant, a representative of CSEA and such Commissioner or Commissioners as may be authorized by the EMPLOYER. Such written grievance shall specifically identify the grievance, the specific Section of the Agreement alleged to have been misinterpreted, misapplied or violated and such relief requested.

4. If not disposed of in the preceding step, the CSEA may by written request within five (5) days after completion of the preceding step, submit the grievance to final and binding arbitration before a tripartite panel of arbitrators. The EMPLOYER and the CSEA each having the right to designate one of the members of the panel and such two (2) members jointly designating the third mediator member of the panel. The arbitrator panel shall have no right to modify or amend any of the provisions of this Agreement or to impose any obligations or prohibitions on either of the parties not specifically provided by this Agreement.

5. Designated officials of the unit shall be given reasonable time off to fulfill their

obligation in the administration of this Agreement, including the processing of grievances or negotiation of successor agreements thereto, when appropriate. Meetings with the Commissioners of the EMPLOYER or their designee may be requested by CSEA representatives of the unit at times mutually agreeable to the parties on notice at reasonable intervals. The unit shall consist of those employees who are members of the Union for the purpose of processing the grievance procedure or conducting negotiations. It is understood that the officials of the unit, to whom such provisions shall apply, shall be limited to one (1) employee (or alternate) for the purpose of processing grievances and two (2) employees for the purpose of conducting negotiations.

CSEA shall advise EMPLOYER in writing of those employees who are "Designated Officials" as President, Vice President, Secretary and Treasurer.

ARTICLE VII

It being understood that the Civil Service Law establishes a procedure for employees in "Competitive Classifications" making applications of promotions, this Article is limited in its application to employees in "Non-Competitive Classifications." Vacancies in Non-Competitive Classifications shall be posted on the bulletin board for such reasonable time as to afford the present personnel to make applications for such position. The EMPLOYER will review such application in making its determinations and shall, in its sole discretion, decide who shall be offered the vacancy.

ARTICLE VIII

SECTION 1: Employees in a Non-Competitive Classification shall, after six (6) months, (two (2) years for trainees), of continuous employment, be deemed to have tenure in any

determination as to the propriety of removal or other disciplinary action and shall be considered by the EMPLOYER or Arbitration Panel in the same manner as if the employees were covered by Section "75" of the Civil Service Law.

SECTION 2: (a) Seniority shall be based on the date of commencement of last employment.

(b) A reduction in the work force shall be made by classifications so that if the work force of a classification is to be reduced, the employee in that classification with the least seniority will be the first to be laid off, provided the remaining employees can perform the required work when called upon to do so. Provisional, probational or part-time employees in a classification shall be laid off before any employee having tenure.

(c) In the event of an expansion in the work force of a classification, employees will be recalled to work in the reverse order of their layoff and their respective tenure. Notice of such recall will be given in writing to the employee by Registered or Certified Mail, Return Receipt Requested, directing the employee to return to work at a date and time not less than five (5) days from the mailing of such notice.

(d) Employees shall be deemed to have lost seniority and tenure if:

- (i) The employee is discharged, which discharge is not reversed pursuant to the provisions of this Agreement;
- (ii) The employee quits;
- (iii) The employee fails to report for work upon a recall within the five (5) day period referred to in the preceding paragraph;
- (iv) The employee is on layoff for a period in excess of twelve (12) months.

SECTION 3: Provided he shall have been employed by the EMPLOYER for not less than a year, the President of the Unit shall for purposes of layoff only, be given the highest seniority during his term of office, as President of the Unit.

SECTION 4: In the event that any employee covered by this Agreement may become involved in an assault or civil case arising out of or in the course of his employment which was not provoked by the employee, the EMPLOYER will assist such employee in any reasonable defense or prosecution of such case.

SECTION 5: An employee who suffers a job injury subject to Worker's Compensation, of such nature as to require his leaving the job, shall be paid the balance of the day on which the injury occurs.

ARTICLE IX

SECTION 1: The EMPLOYER will continue to provide uniforms, to all outside employees in accordance with the attached schedule.

SECTION 2: The EMPLOYER shall grant sick leave to all present employees on the basis of one (1) and 1/4 days per month for an accumulation of fifteen (15) days per year, up to a maximum of one hundred and eighty-five (185) days. New employees hired after January 1, 2004 shall be credited during their first year of service with one (1) day per month sick leave for a total of (12) days per year up to a maximum of one hundred and eighty-five (185) days. Accumulation of sick leave not used by an employee shall continue during the term of this contract to be credited to the employee as future useable sick leave. An employee utilizing part or all of his/her sick leave, accumulated as herein set forth, shall, after such sick leave, again accumulate to his/her credit additional days of sick leave on the basis of one (1) and 1/4 days per

month or one (1) day per month as specified by the date of employment until the maximum of one hundred & eighty-five (185) days is reached. Any accumulated sick time greater than one hundred & sixty-five (165) days and the one hundred & eighty-five (185) days maximum accumulation allowed by this contract, shall be paid back upon retirement as one (1) day paid for every two (2) days accumulated above one hundred & sixty-five (165) days.

Any employee drafted into the Armed Forces after the date of this Agreement, shall be considered as accumulating sick leave on the schedule as set forth and shall be credited to him on his return to employment.

The EMPLOYER may require, after three (3) consecutive sick days by an employee medical certification of illness in order to qualify for such sick leave and a doctor's certificate shall be supplied to the EMPLOYER prior to returning to work from sick leave.

On termination of employment, either by resignation or discharge for cause, an employee shall be entitled to be paid for such sick leave as may have been accumulated and unused up to a maximum of sixty (60) days.

SECTION 3: Each employee covered by this Agreement shall be entitled to five (5) personal leave days per year. Employees requesting personal leave days shall give notice to the EMPLOYER. There shall be no accumulation from year to year of personal days.

SECTION 4: During each calendar year to which this Agreement is applicable, employees having to serve on jury duty shall have made up to them the difference between such pay as they may be paid by the Court and their regular pay to a maximum of ten (10) days. The employee shall be requested to submit proof of jury duty and pay therefore by the Court in order to qualify for such difference in pay.

SECTION 5: An employee who suffers a death in the immediate family (father, father-in-law, mother, mother-in-law, spouse, child, sister or brother), shall be given a leave of three (3) consecutive working days for the purpose of observing the bereavement time with no loss of pay therefor.

SECTION 6: During the term of this Agreement, the EMPLOYER will make available to all employees and their families, at no cost to the employees, coverage under the State Health Insurance Plan during the term of their employment. All new employees hired after January 1, 2004, shall contribute 10% toward the cost of such coverage under the State Health Insurance Plan.

EMPLOYER agrees during the term of this Agreement to provide, at EMPLOYER'S expense, additional medical coverage known as Group Excess Medical Expense Insurance Plan A, as presently available through the Town of North Hempstead to be obtained by the EMPLOYER through the Town's Carrier.

SECTION 7: Upon the death of an employee, the EMPLOYER agrees to pay for coverage under the State Health Insurance Plan for a period of three (3) months after the date of death for the benefit of the surviving spouse and family. Upon the expiration of said three (3) month period following the date of death, a surviving spouse may continue coverage under the State Health Insurance Plan through the EMPLOYER, at his or her own expense, as the case may be.

SECTION 8: The EMPLOYER agrees that upon retirement of an employee, hired prior to January 1, 2004, it will continue to pay for coverage under the State Health Insurance plan for the retired employee and his or her spouse. All employees hired after January 1, 2004, who retire,

shall continue to contribute 10% of the cost of said coverage under the plan. Upon the death of the retiree, his or her spouse may continue coverage under the State Health plan at his or her own expense.

SECTION 9: Any and all vacation pay, sick leave pay and personal leave day pay, to which the employee may be entitled upon his/her death, shall be paid directly to his/her estate or a representative thereof by the EMPLOYER. Upon the retirement of any employee covered by this Agreement, said employee shall have the option of taking any accumulated sick time to which he may be entitled in a cash payment or in lieu thereof advise the EMPLOYER to have said time credited toward retirement.

SECTION 10: The EMPLOYER presently provides, employees with dental and optical coverage under the Town of North Hempstead Plan. In the event the plan is improved the EMPLOYER agrees to participate and provide same to the employees.

ARTICLE X

All personnel who have served in the Armed Forces of the United States shall be entitled to Veterans Credits as provided for under the Law.

ARTICLE XI

The EMPLOYER agrees to pay the full cost of employee's retirement contributions to the New York State Retirement System, only where applicable.

The contributions presently being made by the EMPLOYER on behalf of the employees are in accordance with Section: "75-I" of the retirement and Social Security Law of the State of New York. The EMPLOYER shall provide the employees with all benefits under Section "60b" of the Retirement and Social Security Law of the State of New York. Benefits pursuant to these

Sections shall be for the term of this Agreement.

ARTICLE XII

Absence by an employee by reason of appearance as a Plaintiff, Defendant or Witness in any action involving the EMPLOYER will be approved for the number of days as may be necessary with no loss of pay.

ARTICLE XIII

Selective Service Examination shall be excused with no loss for pay for such purpose.

ARTICLE XIV

A. The EMPLOYER will establish the following schedule of holidays without loss of pay, which otherwise would have been earned on the following days:

½ Day New Years Eve for ½ of Staff	Labor Day
New Years Day	Columbus Day
Martin Luther King's Birthday	Election Day
Lincoln's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	½ Day Christmas Eve for ½ of Staff
Fourth of July	Christmas Day

B. Holidays falling on Sunday shall be celebrated on Monday. Holidays that fall on Saturday, shall be celebrated on a Friday. Only full time employees shall be eligible for Holiday pay and said employees must work the day before and the day after the Holiday. If an employee is absent before or after a Holiday occurs, at least twice during the term of this contract, said employee may be required to produce a doctors' note relative to said absence.

ARTICLE XV

SECTION 1: Upon request by the employee, he shall be permitted to examine his/her official employment personnel file.

SECTION 2: The EMPLOYER shall reproduce for the employee, upon his/her request, any material in his/her file.

SECTION 3: There shall be only one "Employee Personnel File" in which the above type of material is filed; but only to the extent practical, otherwise the present practice will remain in effect.

SECTION 4: No material derogatory to an employee, his conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material; and by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he read the material to be filed and does not necessarily indicate agreement with its contents. For the sole purpose as above set forth, employees are required to so affix their signatures.

ARTICLE XVI

SECTION 1: Permission shall be granted for the use of EMPLOYER facilities for CSEA meetings which are scheduled in advance.

SECTION 2: At least one (1) bulletin board shall be reserved at Plant "1" for the exclusive use of the CSEA for the purpose of posting material dealing with proper and legitimate CSEA business of the unit.

SECTION 3: CSEA representatives may call a meeting of the CSEA members which will not interfere with work schedules; assignments will be made for the time and place of the

meeting through the EMPLOYER.

ARTICLE XVII

SECTION 1: The EMPLOYER agrees to deduct from the salaries of its employees, membership dues and/or life, sick and accident deductions for the CSEA from said employees who voluntarily and individually authorize the EMPLOYER to deduct and to transmit the monies to the CSEA. Employee authorizations shall be in writing, and in a manner consistent with Section "93-B" of the General Municipal Law and Chapter "392" of the Laws of 1967.

SECTION 2: Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted to the Treasurer of the CSEA, Inc., on a monthly basis.

SECTION 3: Deductions authorized by an employee shall continue as so authorized unless and until such employee notifies the EMPLOYER, in writing, as to his desire to discontinue, or change such authorization.

SECTION 4: Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the EMPLOYER in duplicate. One copy shall be forwarded by the EMPLOYER to the Unit Treasurer of the CSEA.

SECTION 5: The CSEA assumes full responsibility for the disposition of the funds so deducted, once they are turned over to the CSEA.

SECTION 6: The employees shall receive a weekly stub showing their deduction from EMPLOYER.

ARTICLE XVIII

The CSEA and the EMPLOYER recognize that strikes and other forms of work

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

ARTICLE XIX

It is further agreed that in addition to the foregoing, any employee who has achieved ten (10) years of service or more as of January 1, 2004, shall be paid an additional \$425.00 per year as a longevity adjustment, and any employee who has achieved fifteen (15) years of service or more as of January 1, 2004, shall be paid an additional \$450.00 per year as a longevity adjustment, and any employee who have achieved twenty (20) years of service of more as of January 1, 2004, shall be paid an additional \$475.00 per year as a longevity adjustment.

ARTICLE XX

All existing rules, regulations, practices and benefits and general working conditions previously granted and allowed by the EMPLOYER, unless specifically excluded in this agreement, shall remain in force and effect during the life of this agreement except that all present practices will be suspended in the case of an emergency as determined by the supervisory personnel of the EMPLOYER.

ARTICLE XXI

The EMPLOYER, agrees that all present employees on the payroll of the EMPLOYER

as of the effective date of this Agreement are guaranteed full employment by the EMPLOYER for the duration of this Agreement and may be separated from employment by either retirement, resignation, dismissal for cause, lay-off or mutual agreement of the parties.

ARTICLE XXII

All employees within the bargaining unit are affected by this Agreement. Commencing with the period January 2004, all employees within the bargaining unit will receive a 3 3/4% increase in their salaries for the year 2004, which increase is to be added to their present base salaries and paid throughout the balance of the year 2004 accordingly. On January 1, 2005, the second year covered by this agreement, all employees within the bargaining unit will receive an additional 4% increase in their salaries to be paid throughout the year 2005. On January 1, 2006, the third year covered by the agreement, employees within the bargaining unit will receive an additional 4% increase in their salaries to be paid throughout the year 2006.

ARTICLE XXIII

SECTION 1: The EMPLOYER and CSEA have agreed that the EMPLOYER shall, during the term of this agreement, purchase all uniforms for use by the employees and agree to supply the non-office employees with uniforms, in accordance with Schedule "A" attached.

SECTION 2: The employees who are members of the bargaining unit agree that they will clean and wash all items of clothing referred to in Section "1" above at their own expense except that the EMPLOYER agrees to care for and wash all coveralls supplied to the employees. It is also agreed between the parties that all coveralls are to be replaced as needed by the EMPLOYER and further that the EMPLOYER will attend to the repair of any item of clothing

which requires same or the replacement thereof, if necessary.

SECTION 3: Employees agree to arrive at work in the current uniform supplied by the EMPLOYER.

If an employee arrives at work in a uniform other than the current uniform authorized by the EMPLOYER, said employee will be instructed to return to his home, change his uniform, and to return to work in the current authorized uniform. Should an employee, covered by this Agreement, report for work in other than a current EMPLOYER authorized uniform, more than once during the life of this contract, then said employee may be docked for loss of time necessary for said employee to return home, change into the current uniform and return to work.

The local shop Steward should immediately be informed by the Supervisor of any employee arriving at work in other than a current EMPLOYER uniform.

Employees will be allowed to change uniforms, at the EMPLOYER, during the course of the work day, pursuant to EMPLOYER needs.

ARTICLE XXIV

SECTION 1: Any employee who is not now a member of CSEA, or any new employee who elects not to become a member of CSEA, or any employee who withdraws from CSEA, shall be required to pay an Agency Shop Fee to the Union in an amount equal to the dues, and assessments made to its members. The EMPLOYER shall collect the Agency Shop Fees by deducting them from pay just as in normal dues deductions and shall transmit them to the CSEA.

SECTION 2: Any employee from whom an Agency Shop Fee has been deducted pursuant to this provision, who has any objection thereto, shall be limited to processing his

objection in accordance with the CSEA's procedures.

SECTION 3: CSEA shall indemnify the EMPLOYER for any monetary claim against it by an employee which may arise out of or by reason of the EMPLOYERS compliance with the above provisions in SECTIONS ONE (1) and TWO (2). Such indemnity shall be limited to the actual monetary amount which any employee may successfully establish was deducted by the EMPLOYER and was transmitted to the CSEA improperly. Indemnity shall also include the expenses of legal services and Court costs, if any.

ARTICLE XXV

The EMPLOYER shall pay the full cost of providing the employees with New York State Disability Insurance Coverage. Payment for said coverage by the District shall be for the benefit of all employees presently employed by the District.

Should the EMPLOYER decide to pay to any employee, receiving disability benefits the difference between New York State Disability Insurance Coverage and the employees normal weekly salary, then the EMPLOYER shall deduct from the employees sick time of such employee as provided under this contract, such time as is equal to the sum paid to such employee. In the event a Workers Compensation Claim is filed by an employee, then the EMPLOYER shall charge only the initial seven (7) day absences against the employees sick time. Any award made by Workers Compensation to the employee shall be paid to the EMPLOYER to reimburse the EMPLOYER for all wages paid during the employees absence due to a Workers Compensation Claim. Only in the event that the EMPLOYER receives full reimbursement from Workers Compensation for money paid to the employee during his absence, then the seven (7) days sick time originally deducted shall be credited back to the employee.

ARTICLE XXVI

Leave of absence for a period of six (6) months without pay and without accumulation of vacation, personal days, holiday pay or sick time may be granted by the EMPLOYER to one (1) employee of the EMPLOYER per year provided the EMPLOYER received three (3) months prior written request for same and said request is approved by the Board of Commissioners of the EMPLOYER, and provided further the request is for purposes other than engaging in or seeking other employment.

In the event a leave of absence without pay is requested by an employee due to a serious illness of the employee, or his/her immediate family, then said employee shall give the EMPLOYER reasonable notice thereby enabling the EMPLOYER to act upon their request.

In the event the leave of absence is requested for other than health reasons, the employee shall pay for his or her own Health Insurance during the period of their leave of absence. In all other instances, the EMPLOYER will continue to pay same.

Failure of an employee on a leave of absence to return to the employ of the EMPLOYER after the six (6) month period has expired will result in automatic termination of said employee's employment.

ARTICLE XXVII

All work sites of the EMPLOYER which require excavation, sheathing and/or shoring shall be provided at said work site where the depth of the trench or opening is five (5) feet or greater.

ARTICLE XXVIII

A. The use, sale, or possession by an employee of the District during his/her working hours of an intoxicating liquor, or a drug not medically authorized, is prohibited.

B. An employee must notify the District if a prescribed over-the-counter drug or substance he is using is known by him or suspected by him to impair job performance. Nothing in this paragraph shall be construed to require the employee to identify the drug(s) prescribed or purchased over-the-counter or the reasons(s) therefor. Such notification shall not result in any penalty which includes loss of pay or entitlements.

C. There shall be no random alcohol or drug testing. However, an employee may be required to submit to an immediate alcohol and/or drug test, administered by a physician, where reasonable suspicion exists that the employee is "under the influence" of alcohol or drugs on District property during working hours when acting within the scope and course of employment. Positive results from a drug or alcohol test which are confirmed by a second test shall result in the involved employee either receiving a written reprimand, accepting up to a maximum five (5) day suspension without pay, or being subject to Section 75 charges and a hearing in accordance with paragraphs F, G, and H herein.

D. The District agrees to qualify its working supervisors under a recognized training or equivalent program for making the determination under paragraph "C" above that "reasonable suspicion" exists. No supervisor shall require that an employee be tested unless such supervisor has completed the aforementioned training. Supervisors shall show proof of completion of such recognized training or equivalent program to an employee before ordering such employee to be tested.

E. Failure of a supervisor to show such proof of training completion to the targeted employee at the time that such employee is ordered to be tested shall result in the employee not being required to take the drug/alcohol test. No one other than a working supervisor may direct an employee to be tested. The results of any tests effectuated by a non-working supervisor shall not be considered valid.

F. A first time offender shall receive a written warning.

G. A second time offender shall receive a maximum of a five (5) day suspension without pay.(Such suspension may be satisfied by the use of leave accruals at the employee's option.)

H. A third time offender shall be subject to a Section 75 hearing which may be avoided if the employee consents to enroll in a treatment or rehabilitation program.

I. Except where such information becomes involved in a disciplinary hearing, any and all information regarding employees involved in a drug or alcohol abuse test shall be kept confidential by the District.

J. An employee shall be entitled to union representation at all stages of the drug and/or alcohol testing procedures.

ARTICLE XXIX

SECTION 1: The established ten (10) year increment program presently in effect shall continue in effect for all present employees except ERIC HALLQUEST and CHRISTOPHER INGRAM. In lieu of said step increment program these two (2) employees, during the term of this agreement only, shall receive the sum of \$2,000.00 each annually during the term of this contract plus the salary increases referred to in ARTICLE XXII.

SECTION 2: The EMPLOYER hereby establishes a standby pay policy which will effect all outside employees. For the term of this Agreement scheduled outside employees shall receive \$30.00 per day standby pay. All in accordance with the EMPLOYERS "DISTRICT EMERGENCY CALL PROGRAM", as annexed hereto and a part hereof referred to as Schedule "B". Should it be determined by the EMPLOYER that the "DISTRICT EMERGENCY CALL PROGRAM" implemented in this Agreement is not viable, then the EMPLOYER in its discretion may elect to either alter said program or discontinue same during the term of this Agreement.

THIS AGREEMENT shall be binding upon CSEA, its successors and the EMPLOYER and its successors, assignees, lessees or transferees of the EMPLOYER or any other parties to contracts with the EMPLOYER, which successors, assignees, lessees, transferees or parties providing services similar to those provided by members of the bargaining unit represented by CSEA, Inc.

Executed this 18 day of March, 2004.

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

ROSLYN WATER DISTRICT

J. E. Miller CSEA, Inc.
[Signature]
Joseph Stepienowski

[Signature] Comm.
Paul B. Costy, Comm.
[Signature] Comm.

SCHEDULE "A"

2004

2 Pair Heavy Work Gloves
2 Pair Winter Work Gloves
4 Jersey Gloves
1 Summer Bib Overalls
6 T - Shirts w/ Pocket
2 Pair of Work Pants
2 Pair of Work Shorts
1 Pair of Summer Shoes
1 Pair of Winter Shoes
2 Sweatshirts
1 Spring Jacket

2005

2 Pair Heavy Work Gloves
2 Pair Winter Work Gloves
4 Jersey Gloves
1 Insulated Bib Overalls
6 T - Shirts / w Pocket
2 Pair of Work Pants
2 Pair of Insulated Work Pants
1 Pair of Summer Shoes
1 Pair of Winter Shoes
2 Sweatshirts
1 Winter Jacket

2006

2 Pair Heavy Work Gloves
2 Pair Winter Work Gloves
4 Jersey Gloves
6 T - Shirts / w Pocket
1 Pair Insulated Coveralls
4 Pair Work Pants
1 Pair of Summer Shoes
1 Pair of Winter Shoes
2 Sweatshirts
1 Hooded Sweatshirt

** At the discretion of the Superintendent with Board approval additional uniform item may be approved for out side workers.*

** At the discretion of the Superintendent with Board approval an article of clothing such as a zippered fleece shirt for office staff may be granted.*

SCHEDULE "B"

District Emergency Call

This program will be termed as “ *District Emergency Call*” (or the acronym DEC pronounced DECK as in “whose on deck tonight”)

To assure the District's prompt response in the event of an unforeseen emergency that may impair service, an emergency standby program shall be implemented. It calls for the response by at least 2 employees in the event of an emergency. The program entails responsible and accountable actions that will be compensated in accordance with Article XXIX Section 20 of the CSEA Agreement made in 2004.

Standby shall be 24 hours for 7 days. The system will provide for a Primary responder employee and a Secondary responder employee. The Primary will work in the same way Murtagh and Pokora previously worked. The Primary will have the alpha beeper and receive the calls from our answering service. The Primary will be the only one beeped by service. In addition to Murtagh and Pokora, employees Stepinowski and Ford have been appointed as Primaries by the Superintendent. The remaining employees shall be grouped into a “Secondary” response. Their standby purpose to insure adequate response and service for an emergency that requires 2 employees or provide service in the event the Primary elects to have the Secondary respond to the call. Whether the Primary or the Secondary employee responds shall be at the discretion of the Primary.

Due to the emergency nature of this program, and based on the past experiences of both Murtagh and Pokora, this standby will be limited to employees residing within a boundary as set by a reasonable response time of a maximum 25 minutes to the District. At this point for guideline purposes and a quicker response is desirable. Further it is expected that employees shall limit their travels to areas that fall well within that time frame when on call so as to reduce the possibility of compounding loss of property damage or safety.

The program calls for 5 secondary responders (allowing for the fact that employees McGrath and Hahn reside outside of the 25- minute proximity range). It must be noted that the Primary employee is responsible for the initial call and will respond, or handle the call as the situation warrants, but both Primary and Secondary are subject to the 25-minute rule.

This program is subject to change at the discretion of the Superintendent.

The basic rules governing this program are to be set as follows.

- 1). Primaries and Secondaries will be compensated on a daily basis in accordance with Article XXIX of the CSEA contract.

2). A rotation list will be posted by the Water Service Supervisor and be adhered to throughout the year so that time off can be scheduled. As in weekend duty, changes are acceptable but must be worked out by the employees and notice must be given to Water Service Supervisor Murtagh or Superintendent Passariello. Participating employees have the sole responsibility of assuring coverage for the day they are scheduled

3). Separate schedules will be provided for Primary and Secondary employees wherein both standby employees will be required to enter their names on a daily basis, confirming their standby status for each night of their rotation. This allows for easy substitution in the event that circumstances might present a problem to the proximity rule or personal conflicts.

4) When an "on call"(on deck) employee must call in sick during his rotation, he is obligated to arrange for coverage. Calling in sick excludes an employee from standby wages for that sick day. The same rule applies for vacation and personal time. Again it must be stressed that employees have the sole responsibility of assuring coverage on the day they are on schedule to serve.

5). When a situation arises warranting a response, the employee will be paid in accordance with Article V of the CSEA Agreement.

6). In the event of a main break the Primary will contact the Secondary immediately and then contact the Superintendent, Supervisor and appropriate personnel.

7). As adopted, the program will become mandatory for all employees without exception (involved in water service) that reside within District proximity range.

8). In the event that Primaries and or Secondaries are required to respond, they must proceed to the District office, punch in and respond in a District vehicle.

9). Primaries may act as a Secondary for schedule conflicts, but only 4 men are being termed as Primary and may only switch within that group unless specifically approved by the Superintendent.

This program is adopted in a continuing effort to provide consumers with essential water service important to the health, well being and safety of the residents we serve.