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Contract Database Metadata Elements

Title: **Hempstead Sanitary District Number Two and CSEA Local 1000, AFSCME, AFL-CIO (2006)**

Employer Name: **Hempstead Sanitary District Number Two**

Union: **CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **01/01/06**

Expiration Date: **12/31/09**

PERB ID Number: **9657**

Unit Size:

Number of Pages: **30**

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MEC 19657

COLLECTIVE BARGAINING AGREEMENT

between

SANITARY DISTRICT NUMBER TWO

TOWN OF HEMPSTEAD

and

UNIT I

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000

AFSCME - AFL-CIO

1/1

12/31

2006 - 2007 - 2008 - 2009

Dated: November 16, 2005
Baldwin, New York

RECEIVED

MAR 27 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PROLOGUE

AGREEMENT, dated November 16, 2005, between the Board of Commissioners of Sanitary District Number Two, Town of Hempstead, New York (hereinafter referred to as the "District") and the Civil Service Employees Association, Inc., Local 1000, AFSCME - AFL-CIO (hereinafter referred to as the "Local").

Statement under Public Employees' Fair Employment
Law, Article 14, New York State Civil Service Law,
as amended.
(sometimes called the "Taylor Law")

Sec. 204-(a)(1)

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE I

Recognition

The District, a public employer as defined in the Taylor Law, recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME - AFL-CIO (hereinafter referred to as the Local) as an employee organization within the meaning of such law for the term hereof as the sole and exclusive representative of all permanent, full-time employees in the employ of the District as Sanitation Workers and Motor Equipment Operators. All other personnel employed by the District are specifically excluded from such designated Unit.

ARTICLE II

Checkoff

- (A) The District agrees to deduct from the pay of those employees who voluntarily and individually authorize and direct the District, in writing, to do so, the amounts necessary to meet Local membership dues.
- (B) The deductions authorized hereunder shall be made by the District on a biweekly basis, and the amounts deducted shall be remitted to the Civil Service Employees Association, AFSCME, AFL-CIO, 143 Washington Avenue, Albany, New York 12209. The Local assumes full responsibility for the disposition of, and accountability for, any and all monies so deducted and remitted as provided herein.

- (C) Deductions authorized by an employee shall continue as so authorized unless, and until, such employee notifies the Board as to his desire to discontinue or to change such authorization in writing.
- (D) Written notification of intention to withdraw such authorization shall be submitted to the District in triplicate, with copies being sent to the C.S.E.A. Field Representative, the District, and the C.S.E.A. Unit, and signed personally by the employee who intends to effect such termination of authority.
- (E) The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining Unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.

ARTICLE III

Management Prerogatives

Except as otherwise specifically provided in this Agreement, the District has the exclusive right, as a public employer, to manage its affairs and to direct and control its operations. Such traditional Management prerogatives shall include, but not be limited to, the following rights:

- (A) To select, hire, promote, transfer, assign, discharge, discipline, lay off employees or discontinue their positions, subject, however, to the New York State Civil Service Law, or other applicable statute and the grievance procedure, as set forth in Article XVII of this Agreement.
- (B) To make rules and regulations governing the conduct, appearance, and safety of its employees.
- (C) To maintain discipline and efficiency among its employees.
- (D) No employee shall be required to work a split shift. The employer may not alter the scheduled working day or work week of any employee, except on two (2) weeks' prior notice, in writing, of such change, except for short-term individual emergencies.
- (E) The employer agrees not to subcontract for any services presently performed by the bargaining personnel except for short-term individual emergency conditions.
- (F) To install and/or remove equipment.

- (G) To establish and maintain all other work rules, as well as necessary and reasonable operating rules and regulations not in conflict with those contained herein or the laws of the State of New York.
- (Existing work Rules and Regulations included as Appendix B to this Article, are made a part of the Agreement by reference thereto.)

ARTICLE IV

Local Activities

- (A) Permission will be granted and adequate facilities will be made available, for the conduct of Local business directly connected with this Agreement, on timely notice, in advance, to the General Supervisor, and further provided that such activity does not interfere with the operation of the District.
- (B) Time required by designated members of the shop committee (a) to appear in court as witnesses, or (b) participate on behalf of the Local in any administrative proceedings arising out of a grievance as defined in Article XXVII shall be compensated to a maximum total of ten (10) days in any one calendar year. Such compensable time shall not be charged against vacation, sick leave, or personal days otherwise due to an employee under the contract.
- (C) A list of the names of all new employees hired, date employed, and their classification is to be furnished to the Local.

ARTICLE V

Employees' Rights

- (A) The District agrees that there will be no discrimination in the hiring of employees or in their training, upgrading, promotion, transfer, layoff, discipline, or discharge by reason of race, color, national origin, religious persuasion, sex, marital status, or political affiliation.
- (B) All disciplinary proceedings hereunder will be conducted pursuant to the terms and provisions of Article V, Section 75, et seq. of the Civil Service Law of the State of New York and the regulations of the Nassau County Civil Service Commission. This is to apply to all employees in the Unit.

The seniority status to which an employee has become entitled shall not be adversely affected by a penalty imposed by the District as a result of a disciplinary proceeding brought under CSL, Sec. 75 (supra).

- (C) For the continued maintenance of a high standard of service to the community and good morale among the District personnel, a labor-management committee, composed of an equal number of representatives mutually agreed upon by the parties hereto, will be formed as soon as is reasonably possible following ratification and execution of this Agreement.

Meetings of such committee will be scheduled by mutual consent of the parties should the need arise. The purpose of such meetings shall be for discussion of matters of common interest to the parties, as well as for the submission of constructive proposals for further consideration by the Board of Commissioners. Except as otherwise provided herein, such meetings shall not be construed as a vehicle for voicing of grievances.

- (D) The District agrees to keep full time staffing at the current level for the length of this Agreement (38).

ARTICLE VI

Hours of Work

- (A) The normal work week shall consist of four (4) ten (10) hour days totaling forty (40) hours. These days will be Monday, Tuesday, Thursday, Friday, unless a legal holiday is observed on one of these days. If a holiday is observed on Monday or Tuesday, the District will pick up on Wednesday. If a holiday falls on a Thursday or Friday, the District will pick up on Saturday.

- (B) The following break schedule will be in effect:

One Load days:	Crews work straight through, no break.
Two Load days:	45 minute break between loads 1 and 2.
Three Load days:	15 minute break between loads 1 and 2. 30 minute break between loads 2 and 3.

Management reserves the right to alter the times at which breaks may be taken due to operational contingencies.

- (C) Employees shall work until the sanitation routes are completed, unless otherwise directed by Management.
- (D) An employee required by the District to work in excess of forty (40) hours in any regular work week shall be paid at the rate of one and one-half (1-1/2) times his regular rate of pay for all overtime actually worked.
- (E) All covered employees in the bargaining Unit, required to work more than ten hours per day, will be paid time and one-half times his hourly rate, for any time worked over ten hours. However, if on any

work day the absence rate exceeds twenty percent (8 men) of the full time Unit work force, no overtime will be paid. Any employee who is absent for any reason during scheduled clean up periods must produce a medical certification acceptable to Management, or they will not be paid for the days absent.

All the above rules are subject to being waived by Management under conditions of a valid emergency situation. The reasons for the emergency situation must be submitted in writing and acceptable to Management.

ARTICLE VII

Salaries

(A) Rates of Pay. For the term of this Agreement, the existing annual base rate of pay for each covered employee shall be increased as follows:

- (1) Effective January 1, 2006, all Sanitation Workers and Motor Equipment Operators, receive a wage increase into the base salary of four (4%) percent.
- (2) Effective January 1, 2007, all Sanitation Workers and Motor Equipment Operators receive a wage increase into the base salary of four (4%) percent.
- (3) Effective January 1, 2008, all Sanitation Workers and Motor Equipment Operators receive a wage increase into the base salary of four (4%) percent.
- (4) Effective January 1, 2009, all Sanitation Workers and Motor Equipment Operators receive a wage increase into the base salary of four (4%) percent.

A wage schedule for the term hereof, reflecting job classification levels for years of service indicated, is attached hereto as Appendix C.

(B) Longevity Payments.

- (1) An annual lump sum of Three Hundred (\$300.00) Dollars will be paid to all covered employees in this bargaining Unit with ten (10) years or more of continuous service with the District.
- (2) An annual lump sum of Four Hundred (\$400.00) Dollars will be paid to all covered employees in this bargaining Unit with fifteen (15) years or more of continuous service with the District.

- (3) An annual lump sum of Five Hundred (\$500.00) Dollars will be paid to all covered employees in this bargaining Unit with twenty (20) years or more of continuous service with the District.

Such length of service increments will be paid during the month of December and shall not be added to the recipient's annual base rate of pay.

- (C) Temporary Drivers. Employees temporarily assigned by Management to operate a District vehicle for collection purposes will receive their regular rate of pay, plus \$9.00 per day for the term of this collective bargaining agreement.

If only requested to shuttle or dump a vehicle, the differential shall be \$4.00.

ARTICLE VIII

Seniority

- (A) Unless otherwise specifically provided herein, seniority will be District-wide and will be established for all purposes on the basis of continuous full-time service in the employ of the District from the date of first hire, excluding any time not in the employ of the District.
- (B) In the event that a layoff becomes necessary, seasonal part-time and probationary employees shall be laid off first and thereafter, should further reduction in personnel become necessary, such additional layoffs shall be based upon inverse seniority.
- (C) The recall of employees to work following a layoff, shall be on the basis of seniority, subject only to the knowledge and skill of such employee and his physical fitness for the job involved.
- (D) No temporary, seasonal, or part-time employees shall be hired until regular employees in available job categories are recalled.
- (E) Full-time helper can ask to be put on routes where there is a seasonal or part-time worker assigned as a steady helper.

ARTICLE IX

Premium Day Work

- (A) Any employee, when required to work on a Saturday or a Wednesday to make up for a holiday, or when called in for any reason during his scheduled vacation, will be paid at the following rate:
- (1) Saturday and Wednesday: Time and one-half (1-1/2) times employee's regular hourly base rate (15 hours); except for the three (3) winter holidays (New Year's Day, Lincoln's

Birthday and Presidents' Day), for which employees who work will be paid ten (10) hours. Only employees who actually perform and complete assigned task, not those employees who are off due to vacation, sick leave, personal leave, will receive Premium Day Compensation.

- (2) Sunday or Vacation Call-In: Two (2) times employee's regular hourly rate (in the latter case); such premium shall be deemed to include a vacation day's pay.
- (B) In the event of an emergency arising after completion of an employee's regularly scheduled work shift, such employee shall be paid at the rate of time and one-half (1-1/2) times such employee's regular base rate, except when the emergency arises out of the negligence of employee.
- (C) Premium work week will be as follows:
- (1) Only those employees working a full week, including the premium work day, will receive fifty or fifty-five hours' pay.
 - (2) Any employee on scheduled vacation will be paid for forty hours and charged for three days' vacation.
 - (3) Any employee who calls in sick on the Tuesday or Wednesday or Friday or Saturday during a holiday week, must produce a medical certificate acceptable to Management, or will not be paid for the holiday. This will affect only employees with less than five (5) sick days on the books.
 - (4) No personal days or accumulated vacation entitlement will be granted on Wednesday or Saturday during a holiday week.
 - (5) Any employee out due to Jury Duty or Bereavement Leave will receive a maximum of forty hours.

ARTICLE X

Holidays

- (A) The following days shall, during the term of this Agreement, be deemed paid holidays and observed as such on the date customarily recognized or, in the alternative, on any other date designated by either National or New York State proclamation:

- | | |
|---------------------------|-------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. Lincoln's Birthday | 9. Election Day |
| 4. Presidents' Day | 10. Veterans' Day |

- 5. Memorial Day
- 6. Fourth of July

- 11. Thanksgiving Day
- 12. Christmas Day

- (B) When a designated holiday is observed on a Saturday, or Wednesday, employee will receive one extra day's pay at the base rate prevailing for such employee (10 hours).
- (C) Employees assigned to work on a holiday shall be compensated for all work performed at two (2) times the base rate prevailing for such employee.

ARTICLE XI

Vacations

- (A) Employees, hired before January 1, 1986, covered by this Agreement, shall be eligible for vacation benefits equal to the number of working days as shown in the following schedule, and upon completion of continuous service in the employ of the District for the periods indicated.

VACATION ENTITLEMENT

PERIOD OF SERVICE

11.2 Days or 112 Hours	after one (1) year
12.0 Days or 120 Hours	after two (2) years
12.8 Days or 128 Hours	after three (3) years
13.6 Days or 136 Hours	after four (4) years
14.4 Days or 144 Hours	after five (5) years
15.2 Days or 152 Hours	after six (6) years
16.0 Days or 160 Hours	after seven (7) years
16.8 Days or 168 Hours	after eight (8) years
20.0 Days or 200 Hours	after fifteen (15) years

- (B) Employees, hired after January 1, 1986, covered by this Agreement, shall be eligible for vacation benefits equal to the number of working days as shown in the following schedule, and upon completion of continuous service in the employ of the District for the periods indicated:

VACATION ENTITLEMENT

PERIOD OF SERVICE

11.2 Days or 112 Hours	after one (1) year
11.2 Days or 112 Hours	after two (2) years
12.8 Days or 128 Hours	after three (3) years
12.8 Days or 128 Hours	after four (4) years
13.6 Days or 136 Hours	after five (5) years
13.6 Days or 136 Hours	after six (6) years
16.0 Days or 160 Hours	after seven (7) years
16.8 Days or 168 Hours	after eight (8) years
20.0 Days or 200 Hours	after fifteen (15) years

- (C) Earned vacation time may be accumulated up to a maximum of twenty-eight (28) days.
- (D) Management will prepare a vacation schedule annually. Employees will choose vacation times in January of each year.

- (E) Vacation, when earned, may be taken at any time between the first and last day of the calendar year, providing it is numerically possible and does not adversely affect normal District operations.
- (F) Payment of vacation pay will be made on the last pay day prior to the beginning of the employee's vacation, provided written request has been made three (3) weeks prior to such pay day.
- (G) Upon resignation, an employee who is entitled to vacation allowance under the foregoing schedule shall make a written request to Management two (2) weeks in advance of any proposed termination of employment.
- (H) Vacations will be selected on the basis of District-wide Seniority. There must, however, be at least eighteen (18) drivers available to drive in any given week.
- (I) Upon termination prior to December 31st of any given year, Vacation benefits will not be pro-rated on basis of service during such year.
- (J) Vacation will be selected in block groups of four (4) day week.
- (K) Vacation selection will be limited to a maximum of six weeks on the employee's first selection. This allows the employee to select his annual vacation, plus the accrued personal days not used in the previous year.
- (L) Each January 1st any full-time employee covered under this Agreement may transfer accumulated vacation into cash. The minimum of eight (8) days and maximum of sixteen (16) days may be converted by each employee. Any employee that has accumulated more than twenty-eight (28) days, when reduced by the transfer, will then utilize that total as their new maximum accumulation.

Example: January 1st: 40 Accumulated Vacation for the Year

Transfer 8

New Total: 32 days - new maximum accumulation for the year

- (M) The District will allow employees (upon a written request) to sell back six (6) vacation days at the prevailing rate. Only new, and not accumulated, vacation may be sold back. Notice must be given by August 1st and payment will be made the first pay period in December.

ARTICLE XII

Sick Leave

- (A) Each employee shall be granted twelve (12) sick days annually, which leave shall be cumulative to a total of one hundred fifty-two (152) days.

- (B) Upon the accumulation of forty (40) sick-leave days, an employee shall become entitled to one week's paid sick leave in one calendar year. After using such entitlement, the employee will have reduced his accrued time by forty hours.
- (C) Any sick leave in excess of four (4) consecutively scheduled work days, must be supported by a medical certificate acceptable to Management.
- (D) Management may designate a District Supervisor or physician to visit an employee if said employee has been absent for sickness for one (1) week or has less than five (5) days sick time on the District books. Employees home sick under this Section may be required to sign a District form verifying their illness that they are home sick. If a Supervisor does not find the employee home, or cannot reach the employee, said employee will have to verify his whereabouts with a medical certificate acceptable to Management.
- (E) Any employee who is sick on the Tuesday, Wednesday, Friday, or Saturday work day, must submit a medical certificate that is valid and acceptable to Management, or will not be paid for the premium day or the holiday missed. This will affect only employees with less than five (5) sick days on the books.
- (F) All of the above rules are subject to being waived by Management under conditions of a valid emergency situation. The reasons for the emergency situation must be submitted in writing and be acceptable to Management.

ARTICLE XIII

Personal Leave

- (A) Employees in the bargaining Unit covered by this Agreement shall be entitled to a total of four (4) personal-leave days without loss of pay during each calendar year.
- (B) Such annual personal-leave allowance shall not be cumulative from year to year.
- (C) Any unused personal-leave days remaining at the end of a calendar year may either be:
 - (1) Added to the vacation allowance to which an employee becomes entitled during the next succeeding calendar year, or in the alternative:
 - (2) converted to cash, according to the following schedule:

(a)	Four (4)	100% cash value
(b)	Three (3)	100% cash value
(c)	Two (2)	100% cash value

Such conversion amounts will be paid in the first pay period in December in the year on three weeks' prior notice to Management. Management may waive this time requirement in the case of emergency situations.

- (D) No personal days will be approved or granted for any day during the period where an overtime situation has been declared by the Board of Commissioners.
- (E) No more than two (2) personal days will be approved or granted on any given day.
- (F) No personal leave will be granted on Wednesday or Saturday, unless under emergency conditions, and then supported by a written note acceptable to Management.
- (G) All of the above rules are subject to being waived by Management under conditions of a valid emergency situation. The emergency situation should be submitted in writing and be acceptable to Management.

ARTICLE XIV

Bereavement Leave

Employees in the Unit herein shall be granted bereavement leave to the extent stated in this provision, which leave shall not be charged against an employee's entitlement under this Agreement to vacation, overtime, sick leave, or personal days. Such bereavement leave entitlement shall be up to three working days to arrange for and attend the funeral of the following deceased family members of an employee: Husband, wife, son, daughter, father, mother, sister, brother, grandparents and grandchildren, mother-in-law, father-in-law. Bereavement Leave is meant to relieve the burden of grief caused by the death of loved ones, and to facilitate in the necessary preparations for funeral arrangements.

ARTICLE XV

Jury Duty

Employees serving on jury duty shall be paid full pay, less the amount received for jury fee.

ARTICLE XVI

Leave of Absence

- (A) Employees in the Unit covered by this Agreement may be granted leaves of absence without pay, not to exceed six months in length, for restoration of health or the alleviation of hardships involving themselves or their family. Such action shall be at the discretion of the Board of Commissioners.
- (B) An employee who terminates his employment or takes a leave of absence for the purpose of entering military service shall be entitled to the payment in cash of an amount equivalent to the monetary value of his accumulated vacation credit as of the time of such separation, which credit shall not exceed forty-eight (48) days.

ARTICLE XVII

Health Insurance

- (A) For the term of this Agreement, the District will provide, and fully underwrite the cost, including any increased premium rates, of a comprehensive health insurance program for current, permanent, full-time employees, hired prior to January 1, 1986 (to cover full-time students to twenty-three (23) years), Optical, Prescription, Dental benefits and Life Insurance.
- (B) Effective for the term of this Agreement, the District shall pay the full cost of comprehensive health insurance program as a retirement benefit. In order to be eligible, an employee must have a minimum of twenty (20) years of service with the District and be at least fifty-five (55) years of age. The employee's coverage will be in force until his sixty-fifth (65) birthday inclusive.
- (C) Employees hired after January 1, 1986 will receive all current health benefits, and shall be required to pay 15% of the total cost of the health package, not to exceed \$1,800.00 per year for family, couple, or parent/child coverage and \$850.00 per year for individual coverage, during the term of this contract. Such employee contributions will be automatically deducted in the biweekly payroll.
- (D) All Unit members may receive FIFTY PERCENT (50%) of the District's cost for medical coverage that is temporarily suspended, due to the fact they have other existing coverage.

To receive this reimbursement, the employee must prove they have existing coverage in force. This Agreement will remain in force, until said employee requests reinstatement. Upon request for reinstatement, the District will return medical coverage as soon as the insurance company allows reinstatement. Upon notification by the employee, the District will suspend the medical

benefits for the entire year. The employee's compensation will be paid as follows: 50% reimbursement in January and the remaining 50% in June.

Renewals will be effective January 1st of the following year and be in force for the entire year. Should an employee request reinstatement before the end of the calendar year, the compensation will be pro-rated to reflect that date, and still be paid in two (2) installments in January and June of the following year.

The medical coverage that this affects will include: the comprehensive medical insurance with prescription, optical, and Dental/Life.

ARTICLE XVIII

Retirement

During the term of this Agreement, the District will pay full benefit contributions to afford all eligible employees in the Unit herein the benefits provided under New York State Social Security and Retirement Law, Section 75(i) (the noncontributory improved "20 year Career" plan).

ARTICLE XIX

Termination

- (A) Unless discharged for cause, employees in the Unit will, upon retirement or other voluntary termination, be compensated in the cash amount equivalent to the accumulated unused sick-leave entitlement of each employee in accordance with the following schedule:

	<u>Percent of Accumulated Benefits</u>	<u>Years of Service</u>
Fifty	(50%) percent upon completion of	Ten (10 years)
Seventy-five	(75%) percent upon completion of	Fifteen (15 years)
One Hundred	(100%) percent upon completion of	Twenty (20 years)

In order to qualify for the aforesaid benefit, written notice to the District must be submitted by the employee no later than August 15th of the year preceding the year of termination. Nothing herein contained, however, shall prevent the District from waiving this notification requirement. However, the refusal of the District in any case to waive such notice shall not be subject to the grievance procedure. In computing completion of service, only continuous, uninterrupted service of employment by the District shall be considered.

- (B) In case of accidental death, of a current, full-time employee, any accrued benefit entitlement shall be paid to his designated beneficiary and/or the estate of such decedent.

ARTICLE XX

Uniforms

- (A) The District shall, at no cost to the employee, provide, maintain, and replace uniforms for each employee adequate for the seasonal changes of weather. Such equipment will be provided and maintained as per conditions stated in the letter of September 11, 1991, from East Coast Industrial Uniform Corporation to the District. Lost articles shall be paid for by the employees.
- (B) Gloves with leather palms will be issued for twelve (12) months. Rubberized gloves will be issued when needed. Old gloves must be turned in for new issue.
- (C) One (1) set of rain gear will be issued when needed. Old rain gear must be turned in for new issue.

ARTICLE XXI

Veterans

Employees who are veterans of service in the Armed Forces of the United States and who were discharged under honorable conditions shall be entitled to all of the credits, benefits and/or privileges as provided under any New York State or federal laws applicable thereto.

ARTICLE XXII

No Strike

The parties to this Agreement recognize that strikes, slow-downs, and all other forms of work stoppage by public employees are contrary to law and against public policy and, therefore, subscribe to the principle that all differences arising hereunder shall be resolved by peaceful and appropriate means without interruption of normal duties necessary to the Operation of the District. The Local agrees that there will be no strikes, slow-downs, work stoppages, or other concerted refusal to perform work by employees in the Unit herein or any instigation thereof during the terms of this Agreement. This District agrees to bargain in good faith with the Local and use no tactics which may be deemed as unfair labor practices.

ARTICLE XXIII

Promotions

- (A) Promotions will be considered on the basis of seniority, provided that the employee has the proper qualifications and is physically able to perform the job involved.

- (B) Qualified extra drivers, knowledgeable as to routes, will be given a trial in the order of seniority of such employees.
- (C) Extra drivers will be advanced to Motor Equipment Operator (MEO). on satisfactory driving performance, for a period of one hundred and twenty-five (125) work days, in a calendar year. (Jan. - Dec.)
- (D) Job openings in the Unit shall first be offered to qualified personnel of the District. Civil Service job specifications for open positions are to be posted on the bulletin board at least thirty (30) days prior to the filing of said positions.
- (E) The promotion of any employee shall mean a transfer, other than temporary, to a higher graded job and higher rate of pay. The salary of any employee so promoted shall be the minimum increment over his old salary rate in the new grade.

ARTICLE XXIV

Personnel Files

Any employee, upon written request, shall be permitted to examine his official employment and personal file, located in the District Office. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his official employment file or personal file, unless the employee has had an opportunity to read the material. Any material to be filed in an employee's employment file or personal file must be shown to the employee within thirty (30) days or be destroyed. The employee with his representative shall acknowledge that he has read such material within thirty (30) days by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed. This does not necessarily indicate Agreement with its contents. Any employee shall have the right to answer any material filed, and his answer shall be attached to the file copy.

ARTICLE XXV

Workers Compensation

Employees entitled to Workers Compensation will receive benefits in accordance with the applicable statutes as administered by the New York State Workers Compensation Board.

ARTICLE XXVI

Weather Emergency

When an emergency situation is declared by Management to exist because of prevailing adverse weather conditions, employees in the Unit, prevented from working by reason thereof, shall be paid their regular rate for each day involved.

Only those employees who have reported for work or have been excused by Management will be paid. Employees calling in sick or for a personal day, will be charged accordingly.

ARTICLE XXVII

Grievance Procedure

- (A) A grievance shall be defined for the purpose of this provision as a complaint by any employee, the Chapter, or the Employer, arising from an alleged violation, difference of opinion, misrepresentation, or alleged inequitable application of the terms of this Agreement.
- (B) A direct order from supervisory personnel made in connection with the regular conduct of the operational business of the Employer under all circumstances must be carried out, except where the health or safety of the employee is directly involved, and any objection thereto raised at a later time through either one of the alternative procedures provided in this Agreement.
- (C) Formal grievances hereunder, when initiated by any employee, the Unit, or the Employer, as the case may be, shall be processed in the manner hereinafter provided in paragraph (D) hereof.

(D) Step I

Notice of an alleged grievance shall be submitted in writing to the General Supervisor within ten (10) working days after the date of the occurrence complained of. Thereafter, and within ten (10) working days following such submission date, a Management determination will be made and written notice of such decision forwarded to the employee or the Chapter, as the case may be.

Step II

Any grievance not disposed of at the initial stage (above) may then be referred within ten (10) working days following the date of the Step I decision to the District Board of Commissions for further consideration.

Such referral shall be in writing in a form to be agreed upon by the parties hereto. Thereafter, and within ten (10) working days after submission of such appeal, the Board will render a decision, in writing, on the subject matter of the grievance.

Step III

A grievance which still remains unsettled after completion of the Step II procedure may be submitted to arbitration by any party thereto, in accordance with the applicable provisions of the New York State Taylor Law (Part 207, et seq., Rules and Regulations of the Board), within a period of ten (10) working days following the date any decision is rendered by the Board.

- (E) Unless otherwise mutually agreed upon in writing by the parties hereto, the failure upon the part of any employee, the Chapter or the District to meet a time requirement exactly as set forth in the foregoing grievance procedure will be deemed to constitute an abandonment of the matter, and any determination made at the procedural step immediately preceding shall be final and binding on the party in default for all purposes.
- (F) Arbitration expenses shall be shared equally by all of the interested parties thereto. The decision of the arbitrator shall be final and binding upon all parties involved in the matter.
- (G) The District shall have the right to present and process a grievance under this Article. Such grievance shall be instituted at Step II.
- (H) A nonmember of the Local who is an employee in the bargaining Unit shall have the right to present and process a grievance as provided herein. In such instance, an officer of the Local shall have the right to be present as an observer at any step of the grievance procedure.
- (I) Time limits prescribed in this grievance procedure may only be extended by mutual Agreement, in writing, subscribed by authorized representatives of the parties hereto.

ARTICLE XXVIII

Legal Challenge

Should any part of this Agreement be held illegal by any competent tribunal, then the balance shall remain in full force and effect. The parties agree to meet immediately to work out a proper substitute for any portion of this Agreement which is held to be illegal.

ARTICLE XXIX

Options

In the event that:

- (A) Legislation is enacted by the State of New York during the term of this Agreement, permitting a twenty (20) year retirement plan at one-half (1/2) pay, no age limit, the Local shall have the option,

on written notice to the District, to reopen collective negotiations as to such subject matter only, further should,

- (B) The State of New York, the County of Nassau, and/or the Town of Hempstead, adopts new law, ordinances, rules and/or regulations concerning further segregation of materials now currently collected by Unit I members, the District agrees to meet with the committee to discuss what, if any, impact such new laws, rules, ordinances, and regulations may impose on the parties hereto.

ARTICLE XXX

Duration of Agreement

The terms and provisions of this Agreement, except as otherwise specifically provided herein, shall become effective as of January 1, 2006, and shall remain in full force and effect until midnight, December 31, 2009, and binding upon the parties hereto for the term hereof. During such term, the Agreement shall not be changed, altered or amended in any way, except in writing signed and subscribed thereto by persons duly and properly authorized by the said parties to do so.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and have their hands and seal thereto, executing this Agreement by their duly authorized agents this 16th day of November 2005. Done in Baldwin, New York.

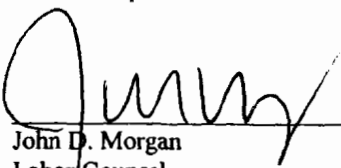
BOARD OF COMMISSIONS
SANITARY DISTRICT NUMBER TWO
TOWN OF HEMPSTEAD

By:

SANITARY DISTRICT NUMBER TWO



Michael J. McDermott
General Supervisor



John D. Morgan
Labor Counsel

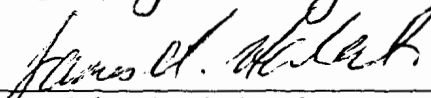
CIVIL SERVICE EMPLOYEES ASSN., INC.
LOCAL 1000, AFSCME - AFL-CIO

By:

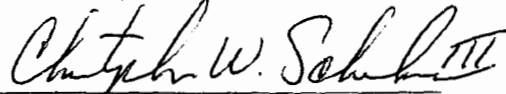
UNIT I SHOP COMMITTEE



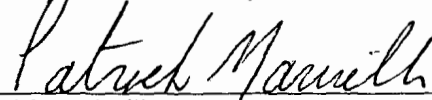
George Puglisi, President



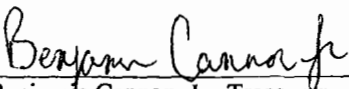
James Herbert, 1st Vice President




Christopher Schwenker III, 2nd Vice President



Patrick Marinelli, Secretary



Benjamin Cannon, Jr., Treasurer



Robert Brooks, C. S. E. A.
Collective Bargaining Specialist

APPENDIX A

MANPOWER ASSIGNMENT PRIORITY

- (1) All eleven (11) MRAs and the First Regular Rack Truck will be staffed first.
- (2) Next, a Municipal Truck, when manpower exists, will be staffed. The Municipal Truck will be staffed with two (2) men. Three (3) man Municipal Truck will be deployed when manpower exists.
- (3) Next to be filled will be two (2) Compost Trucks. (Compost Trucks 1 and 2 will be staffed by three (3) men in the months of April through December. During the months of January, February, and March the Compost Trucks will be deployed on a need be basis and may be staffed by two (2) men. When there is no Compost deployed during the winter months, the regular route trucks will collect whatever compost that is out for collection. The Senior driver assigned to compost will be re-assigned to the second Rack Truck during the time when compost collection is suspended.)
- (4) A Second Regular Rack will be staffed when manpower exists. This will be a two (2) man truck.
- (5) In the event there are not two Compost trucks deployed and the municipal truck is deployed, the Regular Route Trucks will be sent back to pick up the Compost on their routes. (This will only effect the blue box areas on any given day.) The Unit agrees that it is understood that those routes not covered by a Compost Truck must leave all the compost during the regular route refuse collection and return to separately pick up their compost. Any who mixes loads, will be brought up on disciplinary charges.

In the event that there is not enough manpower to staff the two compost trucks due to excessive absenteeism, which is 20% (8 men), the regular route trucks will be sent back to pick up compost on their routes upon completion of their regular refuse collection.
- (6) Compost #1 and Compost #2 will have a starting and a designated finishing point (similar to MRAs). These finishing points will be altered due to an emergency or major breakdown (45 minutes or more). In the event of an emergency or a major breakdown, either truck may be required to assist the truck experiencing the problem.

When extra Compost trucks are added to supplement during the heavy seasons, they may be two-man trucks and they will be dispatched at Management's discretion.
- (7) In the event that there is only one (1) compost truck deployed, that truck will pick up all of its designated area. The compost that is left in the open area will be collected separately by the regular route trucks.

When there is only one (1) compost truck deployed, the District will keep track of the area covered and on the next occasion of only one (1) truck being deployed, the senior driver will alternate to the other designated area.

Example: If on 3/1/01 there is only one (1) compost truck deployed, the Senior Compost Driver will be instructed to collect from the area designated as Compost 1.

If on 3/8/01 again there is only one (1) compost truck deployed, the Senior Compost Driver will be instructed to collect from the area designated as Compost 2.

This is to avoid the same regular route trucks having to go back to collect compost.

APPENDIX B

RULES AND REGULATIONS

(A) WORK ASSIGNMENTS

1. All employees must report for work not later than 6:15 a.m. (prevailing time) daily, unless such reporting time is changed by Management. Time recording clock is to be used.
 - (A) All notification for sick or personal time will be by 5:45 a.m. when early start time is in effect.
2. Any employee who cannot report for work, due to sickness or any other valid reason, must notify the District not later than 6:00 a.m. (prevailing time) on that day and state the reason for not reporting for work. Employees who neglect to call and then report for work the next scheduled work day will not be permitted to work and will lose the equivalent of two (2) days' pay, namely, the day on which the employee failed to call and the day on which he has reported to work after failing to call as required above. The foregoing penalty may be waived on the basis of a reasonable explanation acceptable to Management.
3. All employees shall be assigned daily in accordance with the needs and best interests of the District.
4. A regular employee who reports to work and punches in not later than 6:15 a.m. on a scheduled work day will be assigned to a job for that day. When District is in early start time, reporting time will be 6:00 a.m.

(B) MOTOR EQUIPMENT AND APPARATUS

5.
 - a. Crews will also clean trucks daily and wash trucks as per posted schedule. Any work required by Management before the normal starting time of 6:15 a.m. (prevailing time), will be paid at the rate of time and one half. Trucks washed by crews will be inspected by a Supervisor and crew will be released if truck is satisfactorily cleaned.
 - b. The Motor Equipment Operator (MEO) will also comply with the daily checklist issued May 8, 1977, located in the glove compartment of each truck, or elsewhere visible, before leaving the garage.
6. The Motor Equipment Operator (MEO) shall be in charge of the truck and be fully responsible, after leaving the garage, for the operation of the truck and Sanitation Workers. He shall report any violation of the Rules to Management immediately, in writing.
7. The Motor Equipment Operator (MEO) must drive his truck with all possible caution and observe all traffic laws and road regulations.
8. The Motor Equipment Operator (MEO) must drive his truck only on roads to and from the incinerator and transfer stations as set up by Management. If, in an emergency, any other road must be traveled, report of such change must be made to the General Supervisor upon returning to the garage. Operators of the District trucks or other vehicles who violate this rule may be suspended.
9. All Motor Equipment Operators and Sanitation Workers shall wax trucks, and clean out bodies on a weekly basis, unless otherwise directed by Management. Personnel assigned to standby will also perform waxing and cleaning of trucks.
10. The Motor Equipment Operator (MEO), if he has an accident, will follow the procedure in the memo entitled, "In case of an accident involving your vehicle, it is required that you do the following ...", this memo to be located in the glove compartment of the truck or in another visible area. He shall report such accident to the office immediately on the form supplied by the District.
11. The Motor Equipment Operator (MEO), at the end of the work days, shall make out the "Driver's Report", report any mechanical troubles with the truck, and sign the daily mechanic's record book, including the names of Sanitation Workers.

12. All Sanitation Workers shall ride on the rear step plates or in the cab of the truck at all times. No Sanitation Worker shall be permitted to ride on the running boards at the sides of the cab. This rule is to allow the Motor Equipment Operator full vision on either side.
13. The Sanitation Workers shall at all times guide the driver and the truck when backing up at the waste to energy plant, transfer station, dead end streets, or at any time the truck is in use. The Motor Equipment Operator (MEO) SHALL NOT MOVE THE TRUCK until he gets his "all clear" from the Sanitation Workers.
14. No Sanitation Worker shall be permitted to operate a truck at any time unless such permission is granted by the Management, nor is any Sanitation Worker permitted to leave his truck during working hours.
15. All refuse and/or materials of any kind must be carried in the body of the truck. Under no circumstances will refuse and/or materials of any kind be carried in the cab of the truck. There shall be absolutely no salvaging of refuse and/or materials of any kind. No employee shall rummage through garbage nor inspect bags or packages placed out for collection.
16. District employees shall not permit a fellow employee or any other person without proper authority to operate a District motor vehicle or machinery not assigned to him, or permit any person to ride in or on any District vehicle without authority.
17. District employees who drop material from a can or bag, or any container being emptied into a truck must clean it up.
18. Motor Equipment Operators and Sanitation Workers are required to maintain truck cabs clean and free from storage of anything except the employee's working gear and wearing apparel to be used for that work day.

(C) GENERAL DEPARTMENT

19. All truck crews should work as quietly as possible, especially in the early hours of the morning. Do not throw covers, cans, or baskets, but walk back empty containers to the property line.
20. Truck crews shall make collections of garbage and rubbish in full accordance with the District Rules and Regulations herein.
21. No Motor Equipment Operator or Sanitation Worker is to go on private property to carry out garbage, rubbish, or bulky pieces, such as refrigerators, furniture, stoves, or other articles of that kind.
22. All employees of the District are prohibited from soliciting gratuities of any nature or demanding a gratuity or anything of value in connection with District operations or regulations.
23. No District employee shall be under the influence of any intoxicant or drug when reporting for work, or while working, or when reporting at any time at the District premises. There shall be no drinking of alcoholic beverages or the use of illegal drugs on the truck or on District property at any time. Alcoholic beverages are not to be carried on the trucks at any time. Motor Equipment Operators will be held responsible for the observance of this rule. Any violation of this rule will result in the immediate implementation by Management of the disciplinary measures provided under Article 5 sub B of this Agreement.

In accordance with federal statues, the Driver may be required to be tested for drugs and alcohol.
24. Employees shall not use rude or discourteous conduct in relations with the public, Management personnel, or other fellow employees.
25. Employees shall not make false reports, statements, or false entries in or on any District or other official record, or in connection with any District operation or activity.

26. District employees shall not be persistent violators of District rules, regulations, or orders.
27. Employees shall not use obscene or abusive language to, or threaten or intimidate, Management personnel, fellow employees, or the general public.
28. Employees shall not fail to report a change of address or telephone number within ten (10) working days. Failure to comply may lead to suspension until the next meeting of the Board of Commissioners, at which time, disciplinary action will be determined.
29. Employees shall not fail to maintain neat personal appearance at all times while on duty and shall wear uniforms as issued by the District. Employees are not permitted to wear tank tops, sneakers, or rolled up pants. Employees are prohibited from making any alteration to District issued uniforms (this includes summer tee shirts when issued).

(D) MISCELLANEOUS

30. Employees must report all injuries, in writing, to Management on the same day that the injury occurs and complete the required District injury report form, unless physically unable to do so due to reported injury or illness.
31. Time recording cards must be punched by all employees at starting time and directly after the truck is backed into the garage and wiped off at the end of the work day, unless physically unable to do so due to reported injury or illness. Time cards are to be punched only by the employee himself.
32. Each employee will register his own card only. Any employee who registers the time of another employee, and the employee who made such a request, will be immediately suspended. Any violation of this rule will result in the immediate implementation by Management of the disciplinary measures provided under Article 5 sub B of this Agreement.
33. Employees shall obey all laws, regulations, orders, directives, and instructions of Management relating in any way to District operations.
34. Management may, at its option, require any employee to take a physical examination before a doctor to be selected by the District, where there is reason to believe said employee incapable of performing his duties. This examination may include a drug and/or alcohol screen test. Said doctor is to report in writing to the District the physical condition of said employee as a result of such examination, and a copy of the report is to be furnished to the employee.
35. Any employee who calls in sick, and does not have sick time days on the books, must have a medical certificate acceptable to Management, to return to work. The above rule may be waived by the District.
36. This work rule creates a Safety Driving Committee which will act on all accidents. The purpose of this Committee is to review all driving accidents involving Unit I personnel and report their recommendations to the Board of Commissioners. The Committee shall consist of Supervisory personnel and two (2) members of the local shop committee.

The Committee has the right to recommend the following actions to the Board of Commissioners:

1. A reprimand be placed in the folder of the Motor Equipment Operator or driver.
2. The driver be suspended from the driver's list, with no loss of pay, for a period of up to thirty (30) days.
3. The driver attend a mandatory safety training program.
4. The driver's safety award for that year be withdrawn.
5. An Article 75 be brought against the driver.

6. In the judgment of the Committee, the facts do not warrant the initiation of a grievance by the District nor disciplinary action of any kind.

The actions of the Board of Commissioners on these recommendations will be final and binding.

37. Train all new employees on the working of trucks and picking up of garbage. Utilize them on refuse trucks.

APPENDIX C

SANITARY DISTRICT NUMBER TWO

ANNUAL WAGE SCHEDULE

All employees will receive annual pay raises on January 1st of each year.

	<u>SANITATION WORKER</u>	<u>MOTOR EQUIPMENT OPERATOR</u>
<u>2006</u>	(Calculated at a four (4%) percent raise.)	
Start	33,302	34,525
1 - 2	38,921	40,465
2 - 3	42,938	44,483
3 - 4	47,627	49,170
4 - 5	52,646	57,076
5 - 6	55,100	57,790
6 - 7	56,063	58,531
7 -	57,740	60,199
<u>2007</u>	(Calculated at a four (4%) percent raise.)	
Start	34,634	35,906
1 - 2	40,478	42,084
2 - 3	44,656	46,262
3 - 4	49,532	51,137
4 - 5	54,752	59,359
5 - 6	57,304	60,102
6 - 7	58,306	60,872
7 -	60,050	62,607
<u>2008</u>	(Calculated at a four (4%) percent raise.)	
Start	36,019	37,342
1 - 2	42,097	43,767
2 - 3	46,442	48,112
3 - 4	51,513	53,182
4 - 5	56,942	61,733
5 - 6	59,596	62,506
6 - 7	60,638	63,307
7 -	62,452	65,111
<u>2009</u>	(Calculated at a four (4%) percent raise.)	
Start	37,460	38,836
1 - 2	43,781	45,518
2 - 3	48,230	50,036
3 - 4	53,574	55,309
4 - 5	59,220	64,202
5 - 6	61,980	65,006
6 - 7	63,064	65,839
7 -	64,950	67,715

APPENDIX D

MINIMUM REQUIRED AREA

1. Minimum Required Area has a starting point and finishing point except in the case of a major breakdown or manpower shortage.
2. If a manpower shortage makes it impossible to fill in MRAs, the lowest MRA driver in seniority would be assigned a 2-man truck. The Motor Equipment Operator on the 2-man truck can request help on his MRA if it appears necessary.
3. Progress of the MRA system will be reviewed at regular intervals by the procedures authorized under Article V (C) of this Agreement.
4. A major mechanical breakdown will be construed as any breakdown in excess of 45 minutes. In this instance, the driver of the truck will be assigned another truck. If no spare truck is available, the driver will get help on his MRA from another truck.
5. Stand-by assignments to regular MRA trucks will be on a rotating basis. Any stand-by personnel not assigned to a regular MRA truck, the municipal truck, the rack truck, or compost trucks will perform any or all of the duties of their position, as per contract Appendix A, Item 13.
6. Morning deployment of a two-man (MRA) truck will be as follows:

When a two-man MRA truck is deployed at scheduling time, the driver shall be the least senior man on the driving list. The helper shall be a part-time, seasonal, or regular employee with the least seniority. Volunteers may be accepted at Management's discretion.
7. Duties of Stand-by personnel:
 - A. There shall be a list established each week.
 - B. The 13th senior driver will be on the list and will drive the municipal truck when manpower permits. The 14th and 15th senior drivers will be assigned to drive Compost 1 and 2.
 - C. Stand-by workers will be rotated numerically among garbage areas as needed. When totally exhausted, drivers will be used also.
 - D. Employees who volunteered for standby and who are not assigned to one of the eleven (11) MRAs, will be released according to Article 6, Item C of this Contract. Those employees who are assigned to standby by Management, will be released upon completion of their assigned task (unless otherwise directed by Management), with the exception of the driver with the least amount of seniority, who will be released at Management's discretion.
 - E. Stand-by employees will remain in this status until an approved change is made by Management.
 - F. Anyone wishing to volunteer for a stand-by position, go into the office or see a supervisor. The selection for this list will be voluntary and determined by District-wide seniority unless the list cannot be filled. In that case, selection will be totally made by Management.
 - G. Standby driver must stay, except when on vacation - low man will stay.

APPENDIX E

DEFINITIONS

The parties hereto agree that the following definitions shall be applicable and controlling for all purposes with respect to both the rules and regulations hereinafter set forth, as well as the Agreement, of which they are made a part thereof by reference in Article III (G) of such Agreement.

Employer - Town of Hempstead Sanitary District Number Two, a municipal subdivision empowered to exercise the administrative powers and execute authority granted under the pertinent provisions of the Consolidated Laws of the State of New York and the Nassau County Administrative Code applicable thereto; and a public employer within the definition of the term in Section 201(6)(a) of the Taylor Law.

Local - The Civil Service Employees Association, Inc., Local 1000, AFSCME - AFL-CIO, an employee organization within the term, as defined in Section 201(5) of the Taylor Law.

Taylor Law - Article 14, Section 200, et seq., Civil Service Law, State of New York.

District - The Board of Commissioners, a District representative of Management, such as the Secretary to the Board, General Supervisor, and/or any duly designated supervisory personnel, all of whom are sometimes referred to in the Agreement by the collective term, "Management".

Unit Activities - Those activities which relate directly to the local unit of employees represented by Local 1000, AFSCME - AFL-CIO the conduct of which shall be limited to the extent stated in Article IV of the Agreement.

Employee - Any person in the competitive or noncompetitive (labor) class with permanent, full-time employment status in a job category set forth in the Unit, as defined in Article I of the Agreement.

Secretary to the Board - One who is appointed by the Board of Commissioners and who is charged with administrative duties of the District, other than in emergencies, pursuant to authority granted to him by the Board of Commissioners.

General Supervisor - One who is appointed by the Board of Commissions and who is primarily charged with the operation of the District, other than in emergencies, pursuant to authority granted him by the Board of Commissioners.

Supervisor - Persons appointed by the Board, and under the supervision of the General Supervisor of the District, who are charged, other than in times of emergency, with only the duty of supervision of Motor Equipment Operators, Sanitation Workers, and other personnel employed in the District.

Administrative Assistant - One who is appointed by the Board of Commissioners, and whose duties include assisting both General Supervisor and Secretary to the Board in carrying out the operational and administrative responsibilities of the District, and other personnel employed in the District.

"Motor Equipment Operator-Sanitation Worker" - Employees who, by reason of prevailing standards set by the New York State Bureau of Motor Vehicles, the Nassau County Civil Service Commission, and this District, are qualified to operate trucks and/or other motorized equipment in the course of their employment.

Extra Driver - An employee of the District, who possesses the necessary qualifications to operate the District's vehicles, but who is not an Motor Equipment Driver (MEO) according to the Nassau County Civil Service Commission and the District.

Sanitation Worker - Employees of the District, assigned the duties of refuse and garbage collection, as well as other responsibilities, under the existing rules and regulations of this Agreement, who are appointed under the classification "Sanitation Worker" and referred to herein as "Sanitation Worker".

"Temporary Employee" - Persons employed by the Board of Commissioners on a temporary, part-time basis, to whom no fringe benefits will apply.

Seasonal Employee - Persons employed by the Board of Commissioners as summer vacation replacements only, to whom no fringe benefits will apply.

Overtime - Time actually worked by an employee in excess of the regularly scheduled work week of such employee, except in cases explained in Article VI, Section E.

Sick Leave - Time utilized by reason of personal illness or by reason of injury incurred by an employee, the cause of which is not related to employment by the District.

Personal Injury - When used in this Agreement, the term shall be limited to an injury sustained in the course of employment by the District and determined to be compensable under the applicable provisions of the New York State Workers Compensation Law.

Strike - As the term is defined in Sections 201(9) and (b) of the Taylor Law.

Work Day (Shift) - Computed as the average daily time required to complete task and punch out.