



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Hempstead Sanitary District No. 2 and Supervisory and Automotive Employees of the Hempstead District, Unit IIA (2006)**

Employer Name: **Hempstead Sanitary District No. 2**

Union: **Supervisory and Automotive Employees of the Hempstead District, Unit IIA**

Local:

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

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

PERB ID Number: **9656**

Unit Size: **9**

Number of Pages: **23**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

Sup 19656

**LABOR AGREEMENT**

**between**

**SANITARY DISTRICT #2**

**TOWN OF HEMPSTEAD**

**and**

**UNIT IIA**

**A recognized collective Bargaining  
Unit composed of supervisory and automotive  
personnel of the District**

*7/1*                      *12/31*  
**2006 - 2007 - 2008 - 2009**

Dated: July 7, 2006  
Baldwin, New York

**RECEIVED**

MAR 20 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

9

## INDEX

<u>Topic</u>	<u>Article</u>	<u>Page</u>
Bereavement Leave	XIII	9
Checkoff	II	1
Disability Insurance	XXV	14
Duration of Agreement	XXX	16
Duties and Responsibilities	Appendix A	19
Employees' Rights	IV	2
Grievance Procedure	XXVII	14
Health Insurance	XXVI	10
Holidays	IX	6
Hours of Work	V	2
Jury Duty	XIV	10
Leave of Absence	XV	10
Longevity	VII	5
Management Prerogatives	III	2
No Strike	XXI	13
Personal Leave	XII	9
Personnel Files	XXIII	13
Premium Days	VI	3
Promotions	XXII	13
Recognition	I	1
Retirement	XVII	11
Rules and Regulations	XXVIII (Schedule A)	15/18
Salaries	VII	3
Seniority	VIII	6
Sick Leave	XI	8
Skill Differential	VII	5
Taylor Law Statement (Sec. 204(a))		1
Termination	XVIII	11
Uniforms	XIX	12
Vacations	X	7
Vacation Buyback		6
Validity of Provisions	XXIX	16
Veterans	XX	12
Weather Emergency	XXVI	14
Workers Compensation	XXIV	14

## AGREEMENT

Agreement, dated July 7, 2006, between the Board of Commissioners of Sanitary District #2, Town of Hempstead, New York (hereinafter referred to as the "District"), and the supervisory and automotive employees of the District, collectively designated for the purposes of this labor contract as Unit IIA.

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 CLASSES,  
MECHANICS, AND THE MAINTENANCE HELPER 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

During the term of this Agreement, the District, as a public employer within the meaning of the Taylor Law, will recognize an employee bargaining unit which includes all permanent full-time personnel, while employed in the following job classifications: Sanitation Supervisor, Motor Repair Supervisor, Assistant Motor Repair Supervisor, Maintenance Supervisor, Recycling Supervisor, and all classes of Mechanics. Excluded: All other employees, as well as personnel on inactive status, or extended leave of any kind.

### ARTICLE II

#### Checkoff

The District agrees to deduct and remit payment of membership dues for any designated labor organization from the pay of those employees who voluntarily and individually so authorize the District in writing to do so.

### ARTICLE III

#### Management Prerogatives

The conduct and administration of the affairs of the District, as well as the direction and supervision of the employees in the Unit here involved, including the hiring, advancement, demotion and retirement of employees; the suspension, discharge or other disciplining of employees; the layoff or call back of employees in connection with staff reductions or increases; the scheduling of work shifts and the assignment of employees thereto; the control and regulation of the use of all District equipment and property; and the right to subcontract shall all remain the exclusive function and right of the District, subject, however, to the terms of this Agreement, as well as to any applicable federal, state and/or other relevant local statutes, ordinances and/or regulations.

### ARTICLE IV

#### 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, 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 any application regulations of the Nassau County Civil Service Commission.

### ARTICLE V

#### Hours of Work

- (A) Automotive Staff
  - 1. The normal workweek for all Auto Mechanics, Mechanic's Aides, Automotive Servicemen (except those in a supervisory position) shall consist of four (4), ten (10) hour days, totaling forty (40) hours per week. These days shall be Monday, Tuesday, Thursday and Friday unless a holiday designated as such by this Agreement shall fall on a regularly scheduled work day. If a designated holiday falls on a Monday or Tuesday, the District will make up that day on Wednesday. If a designated holiday falls on a Thursday or Friday, the District will make up that day on Saturday.
  - 2. The hours of work for the Automotive Staff, except Mechanics, shall be from 5:00 a.m. until 4:00 p.m. The hours for Mechanics, except Supervisor, will be 5:00 a.m. to 3:00 p.m.

(B) Supervisory Staff

1. The line supervisors (Sanitation Supervisors assigned to route supervision), the Recycling Supervisors, and Maintenance Supervisor are four (4) day per week employees. The normal work week for Sanitation, Recycling, and Maintenance Supervisors shall be Monday, Tuesday, Thursday, and Friday, unless a holiday designated by this Agreement falls on a regularly scheduled workday. If a holiday falls on, or is celebrated on, a Monday, Tuesday, the District will make up that day on Wednesday. If a designated holiday falls on a Thursday or Friday, the District will make up that day on Saturday.
2. All Supervisors will be on call twenty-four (24) hours a day should any work be necessary or problems arise that may require their assistance.
3. On Wednesday, one road supervisor will be designated as the Duty Supervisor, and will be on call and available until 4:00 P.M.

ARTICLE VI

Premium Days

(A) Employees covered by this agreement, when required to work on a nonscheduled work day, will be paid at the rate of time and one half.

1. Sunday or Vacation Call-In. Two (2) times the employees' regular hourly rate except that such premium shall be deemed to include any vacation day's pay.

ARTICLE VII

Salaries

(A) For the term of this Agreement, the existing annual base rate of pay for the following employees shall be increased as follows:

Effective January 1, 2006, all covered employees in the bargaining agreement receive a wage increase into the base salary of four (4%) per cent.

Effective January 1, 2007, all covered employees in the bargaining agreement receive a wage increase into the base salary of four (4%) per cent.

Effective January 1, 2008, all covered employees in the bargaining agreement receive a wage increase into the base salary of four (4%) per cent.

Effective January 1, 2009, all covered employees in the bargaining agreement receive a wage increase into the base salary of four (4%) per cent.

**(1) Automotive Servicer**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Start	37,500	39,000	40,560	42,182
1st Year	45,107	46,911	48,787	50,738
2nd Year	47,303	49,195	51,163	53,210
3rd Year	48,185	50,768	52,799	54,911
4th Year	51,023	53,064	55,187	57,394
5th Year	54,484	56,663	58,930	61,287

**(2) Automotive Mechanic Aide**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Start	41,891	43,567	45,310	47,122
1st Year	48,242	50,172	52,179	54,266
2nd Year	50,038	52,040	54,122	56,287
3rd Year	54,532	56,713	58,982	61,341
4th Year	58,063	60,386	62,801	65,313
5th Year	58,488	60,828	63,261	65,791
6th Year	59,247	61,617	64,082	66,645
7th Year	61,624	64,089	66,653	69,319

**(3) Mechanic**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Start	47,603	49,507	51,487	53,546
1st Year	53,145	55,271	57,482	59,781
2nd Year	55,214	57,423	59,720	62,109
3rd Year	61,770	64,241	66,811	69,483
4th Year	65,362	67,976	70,695	73,523

5th Year	66,663	69,330	72,103	74,987
6th Year	68,291	71,023	73,864	76,819
7th Year	69,862	72,656	75,562	78,584

**(4) Sanitation, Maintenance, Recycling Supervisors**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
1st Year	70,565	73,389	76,324	79,283
2nd Year	73,965	76,924	80,001	83,201

**(5) Assistant Motor Repair Supervisor**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
1st Year	71,634	74,499	77,479	80,578
2nd Year	73,055	75,977	79,016	82,177

**(6) Motor Repair Supervisor**

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
	75,523	78,544	81,686	84,953

**(B) Longevity**

The annual lump sum will be paid to all covered employees during the month of December for the following years of service to the District:

After five (5) years	\$ 350.00
After ten (10) years	\$ 600.00
After fifteen (15) years	\$ 700.00
After twenty (20) years	\$ 850.00
After twenty-five (25) years	\$ 900.00
After thirty (30) years	\$1,000.00

**(C) Mechanics Skill Differential**

1. The Motor Repair Supervisor and Assistant Motor Repair Supervisors shall each be paid an annual lump sum skill differential of five hundred (\$500.00) dollars. Such sum shall not increase the existing annual base rate.
2. All Automotive Staff with one (1) complete year of service, but with less than three (3) years of



service, shall be paid an annual lump sum skill differential of three hundred (\$300.00) dollars.

Automotive Staff with three or more years of service shall be paid an annual lump sum skill differential of four hundred fifty (\$450.00) dollars. Such sums shall not increase the existing annual base rate for such job classifications.

(D) Vacation Buyback

An annual lump sum of up to two weeks vacation will be paid to all covered employees requesting such by November 1st of the calendar year. The payment will be made in December. This buyback may only be used for vacation. When sold, the vacation allotment will be reduced by the exact number of days sold.

ARTICLE VIII

Seniority

- (A) Unless otherwise specifically provided herein, the seniority status of any employee in the bargaining Unit shall be established, for all purposes, on the length of such employee's continuous service with the District in a particular job title or classification.
- (B) The recall of employees to work, following a job layoff, shall be on the basis of seniority, subject only to his or her knowledge, skill and physical fitness to perform the job involved.
- (C) Every appointment to a particular job title shall be subject to a probationary period of six (6) months of continuous service in the employ of the District. Upon satisfactory completion thereof, the appointee shall become a permanent, full-time employee with seniority as of the date of appointment to such job title and will then be entitled to all of the benefits provided in this Agreement for the bargaining Unit herein.

ARTICLE IX

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 Federal or New York State proclamation:

- |                                      |                      |
|--------------------------------------|----------------------|
| 1. New Year's Day                    | 7. Labor Day         |
| 2. Dr. Martin Luther King's Birthday | 8. Columbus Day      |
| 3. Lincoln's Birthday                | 9. Election Day      |
| 4. Washington's Birthday             | 10. Veterans' Day    |
| 5. Memorial Day                      | 11. Thanksgiving Day |
| 6. Fourth of July                    | 12. Christmas Day    |

- (B) Employees covered by this agreement will, in addition to their regular salary, receive an additional five (5) hours pay for any holiday worked. Only those employees who actually work and complete the day will receive the additional pay. Any employee off for any reason will not be eligible for aforementioned additional day.

ARTICLE X

Vacations

All covered employees

1. 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.

<u>VACATION ENTITLEMENT</u>	<u>PERIOD OF SERVICE</u>
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
15 days or 150 hours	after five (5) years
16 days or 160 hours	after six (6) years
17 days or 170 hours	after seven (7) years
18 days or 180 hours	after eight (8) years
20 days or 200 hours	after twelve (12) years

2. 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:

<u>VACATION ENTITLEMENT</u>	<u>PERIOD OF SERVICE</u>
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
15 days or 150 hours	after five (5) years
16 days or 160 hours	after six (6) years
17 days or 170 hours	after seven (7) years
18 days or 180 hours	after eight (8) years
20 days or 200 hours	after twelve (12) years

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

5. 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.
6. Payment of vacation pay will be made on the last pay day prior to the beginning of the employee's vacation, provided said employee has made written request one (1) week prior to such pay day.
7. Upon resignation, an employee who is entitled to a vacation allowance under the foregoing schedule shall make a written request therefore to Management two (2) weeks in advance of any proposed termination of employment.
8. Upon termination prior to December 31st of any given year, vacation benefits will not be pro-rated on basis of service during such year.
9. Vacation will be selected in block groups of four (4) day weeks.
10. Vacation selection will be limited to a maximum of six (6) weeks on the employee's first selection. This allows the employee to select his annual vacation, plus any accrued personal days not used in the previous year.

## ARTICLE XI

### Sick Leave

#### All Covered Employees

1. Each employee shall be granted twelve (12) sick days annually, which sick leave shall be cumulative to a total of one hundred fifty-two (152) days.
2. Upon the accumulation of forty (40) sick-leave days, an employee shall become entitled to one week's paid sick leave in any one (1) calendar year. After using such entitlement, the employee will have reduced their accrued time by forty (40) hours.
3. Any sick leave in excess of four (4) consecutively scheduled work days must be supported by a medical certificate acceptable to Management.
4. Management may designate a District Supervisor or physician to visit an employee if said employee has been absent for sickness for one week.
5. 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.

- (C) After earning seventy-five (75) sick days, an employee will be entitled to sell back a maximum of eight (8) days, if they continue to earn at least six (6) days in that calendar year.

## ARTICLE XII

### Personal Leave

(A) All Employees

1. 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.
2. Such annual personal-leave allowance shall not be cumulative from year to year.
3. Any unused personal-leave days remaining at the end of a calendar year may either be:
  - (a) added to accumulated vacation allowance to which an employee becomes entitled to during the next succeeding calendar year, or converted to cash at one hundred percent (100%) of current value.

Such conversion amounts will be paid in the last pay period in the year on three weeks' prior written notice to Management. Management may waive this time requirement in the case of emergency situations.
4. No personal days will be approved or granted for any day during the period where an overtime situation has been declared by Management.
5. No more than two (2) personal days will be approved or granted on any given day.
6. No personal leave will be granted on Wednesday or Saturday, unless under emergency conditions, and then supported by a written documentation acceptable to Management.
7. 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 XIII

### 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 (3) 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, mother-in-law, grandparents and grandchildren, 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 XIV

##### Jury Duty

Employees serving on jury duty shall be paid full pay.

#### ARTICLE XV

##### 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 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 sixty (60) days.

#### ARTICLE XVI

##### 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 a comprehensive health (hospitalization/medical) 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, in addition, be at least fifty-five (55) years of age. The employee's coverage will be in force until he or she is eligible for full Social Security benefits.
- (C) Effective September 1, 1990, the District will provide all Unit employees life insurance coverage in the

amount of fifty thousand dollars (\$50,000).

- (D) 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, and 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 bi-weekly payroll.
- (E) 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 prorated 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: Basic Hospitalization, Major Medical with prescription and optical riders and Dental and Life.

## ARTICLE XVII

### 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 XVIII

### 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:

Percent of Accumulated Benefits

Years of Service

Fifty (50%) percent upon completion of  
Seventy-five (75%) percent upon completion of  
One Hundred (100%) percent upon completion of

Ten (10) years  
Fifteen (15) years  
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 XIX

Uniforms

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 current letter of agreement from East Coast Industrial Uniform Corporation to the District. Lost articles shall be paid for by the employee.

This article applies to all covered employees except the clerical staff.

ARTICLE XX

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 credits, benefits and/or privileges as provided under any New York State or Federal laws applicable thereto.

## ARTICLE XXI

### 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 Unit 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.

The District agrees to bargain in good faith with the Unit and use no tactics, which may be deemed as unfair labor practices.

## ARTICLE XXII

### Promotions

- (A) Promotions will be considered on the basis of seniority, provided the senior employee possesses the necessary qualifications and is physically able to perform the required duties of the higher job title.
- (B) An available job opening before being filled will be first offered to qualified personnel in the bargaining Unit.

## ARTICLE XXIII

### 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 XXIV

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 XXV

Disability Insurance

Effective August 25, 1989, all members of the Unit will be covered by a disability insurance policy.

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.

ARTICLE XXVII

Grievance Procedure

- (A) A grievance shall be defined for the purpose of this provision as a complaint by any employee, or the Employer, arising from an alleged violation, difference of opinion, misinterpretation, 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 alternate procedures provided in this Agreement.
- (C) Formal grievances hereunder, when initiated by an employee, 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 District 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 Commissioners 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) 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 hereto. 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 non-member 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 the grievance procedure may only be extended by mutual agreement, in writing, subscribed by authorized representatives of the parties hereto.

### ARTICLE XXVIII

#### Rules and Regulations

District rules and regulations applicable to personnel in the job titles covered by this Agreement and in effect

as of the effective date hereof shall remain in force for the term of the Agreement. Such rules shall be deemed to merge with all other provisions thereof. (See Schedule A attached hereto.)

#### ARTICLE XXIX

##### Validity of Provisions

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

#### ARTICLE XXX

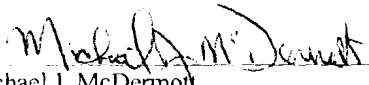
##### Duration

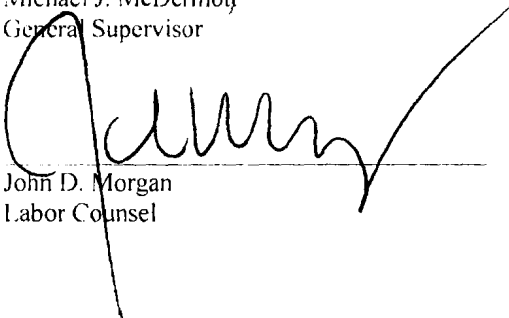
The terms and provisions of this Agreement, except as otherwise specifically provided herein, shall become retroactively effective as of January 1, 2006, and shall remain in full force and effect until midnight December 31, 2009, and binding upon the parties hereto for the full term hereof. During such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

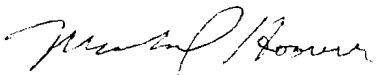
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and to have set their hands and seals thereto, executing this Agreement on this 7<sup>th</sup> day of July 2006.

BOARD OF COMMISSIONERS  
SANITARY DISTRICT NO. 2  
TOWN OF HEMPSTEAD

UNIT IIA

  
\_\_\_\_\_  
Michael J. McDermott  
General Supervisor

  
\_\_\_\_\_  
John D. Morgan  
Labor Counsel

  
\_\_\_\_\_  
Michael Hoover, Unit Representative

  
\_\_\_\_\_  
Harold Verity, Unit Representative

## SCHEDULE A

### Rules and Regulations

1. The inability of a Unit member to work on schedule, due to illness, injury or other compelling reason, must be reported to the District office not later than one-half hour before the starting time of the employee involved, or in the case of a supervisory person, between 5:00 A.M. and 5:15 A.M. Employees failing to report within the time specified, in the absence of a reasonable explanation acceptable to Management, will not be permitted to work on the day following the initial unreported absence and may, at the discretion of the District, receive no compensation for the total time lost thereby.
2. 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.
3. 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.
4. 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. Any employee found in violation of this rule during working hours will be immediately suspended not to exceed thirty calendar days.
5. Employees shall not use rude or discourteous conduct in relations with the public, Management personnel or other fellow employees.
6. 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.
7. District employees shall not be persistent violators of District rules, regulations or orders.
8. Employees shall not use obscene or abusive language to, or threaten or intimidate Management personnel, fellow employees or the general public.
9. Employees shall not fail to report a change of address or telephone number within ten 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.
10. Employees shall not fail to maintain neat a personal appearance at all times while on duty and shall wear uniforms as issued by the District.
11. Employees must report all injuries, in writing, to Management on the same day the injury occurs and complete the required District injury report form.
12. Employees shall obey all laws, regulations, orders, directives and instructions of Management relating in any way to District operations.
13. 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 a reason to believe said employee incapable of performing his duties. Said doctor is to report in writing to the District the physical condition of said employee as a result of said examination, and a copy of the report is to be furnished to the employee.

## APPENDIX A

### Duties and Responsibilities

- (A) The duties and responsibilities of the "Line Supervisor" shall include, but not be limited to, the following:
1. Supervisors will be required upon their arrival at the District to open doors, locks, parking areas and garages, and to check the District facilities and equipment for any theft or vandalism.
  2. Supervisors will answer any phone calls received at the District. They will record any reasons given for employee absenteeism, complaints, or special pick-up requests. They will make the necessary crew changes and stand-by assignments.
  3. The Supervisors will check that employees are in uniform and that all trucks are clean. They will also make sure that all Motor Equipment Operators sign that their trucks are in A-1 working order for that day. They will distribute, and record on the proper charts, gloves, rain suits, tee shirts and hats.
  4. The Supervisors will be responsible to see that the employees wax their assigned trucks on Thursdays, or at least once during the week if a holiday falls on that day. They are also responsible for setting up wash-day schedules to insure that at least two trucks be cleaned each day, unless otherwise directed by the General Supervisor.
  5. The Supervisors will be responsible to see that order is maintained in the mornings and that any violations of the collective bargaining Agreement with the employees of Unit I or Unit III are logged in and reported to the General Supervisor.
  6. Supervisors will check with the General Supervisor for any special instructions, assignments, announcements, or directives, each morning before they leave the garage.
  7. During the work day the "Supervisor" will check all Minimum Required Areas in his section, making sure that employees are performing their duties and fulfilling their commitments according to District rules and regulations.
  8. Supervisors are required to investigate and thoroughly report all accidents involving District equipment, and all injuries that regard District personnel. They will also be required to attend any hearings or inquiries resulting from their investigations.
  9. Supervisors will be required to submit to the office, a completed Superintendent's Daily Report at the end of each day.
  10. All Supervisors shall maintain a daily chronological log, reporting on all complaints, rule infractions,

personnel changes, accidents, injuries, directives, announcements, and any other events of any irregular nature.

11. Supervisors will aid mechanics using their available skills, when required by Management.
12. In the absence of the General Supervisor the Secretary to the Board will assume the duties and responsibilities of the General Supervisor and any other responsibilities designated by the General Supervisor.

(B) The duties and responsibilities of the Motor Repair Supervisor shall include but not be limited to the following:

1. In case of an emergency, or directed by the General Supervisor, assume the duties of the Line Supervisor.
2. The Motor Repair Supervisor will be responsible for all maintenance and mechanical repairs on all District equipment and vehicles.
3. To assign and supervise all mechanical work to his automotive staff.
4. The Motor Repair Supervisor will provide a daily truck report to the General Supervisor.
5. The Motor Repair Supervisor will submit daily automotive work sheets to the General Supervisor.
6. Compare and analyze various parts and replacement costs to ensure the most economical advantage to the District.
7. Drive and dump disabled trucks when necessary.
8. The Motor Repair Supervisor will check the mechanics repair log daily. He will be responsible for reporting any omissions, or false statements to the General Supervisor.
9. In the absence of the Maintenance Supervisor, the Motor Repair Supervisor will assume his duties.

(C) Assistant Motor Repair Supervisor is responsible for:

1. Assisting Motor Repair Supervisor in maintaining and repairing load packer body trucks, passenger cars and regular type trucks.
2. Also assists in assigning of repairs and vehicle maintenance.
3. Assists Motor Repair Supervisor in ordering the ordinary run of accessories and parts.
4. Helps in keeping inventory records and a daily log book.
5. Takes over for Motor Repair Supervisor in his absence.

(D) The duties and responsibilities of the Maintenance Supervisor shall include but not be limited to the following:

1. The Maintenance Supervisor will be responsible for the proper maintenance of the plant buildings and grounds. These duties will include general housekeeping, lawn and grounds care, painting, electrical, plumbing and heating maintenance and repair.
2. The Maintenance Supervisor will be available to return to the District when needed for any emergency arising from maintenance.
3. The District mechanics will be responsible for snow removal from the parking areas. The District Maintenance Supervisor will be responsible for snow removal from sidewalk areas and all other District property.
4. The Maintenance Supervisor is responsible for routine checks of fire extinguishers and emergency lighting and all safety related matters.
5. The Maintenance Supervisor will aid mechanics using his available skills when required by Management.
6. The Maintenance Supervisor will keep a detailed daily log of all maintenance performed or contracted out.