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**Contract Database Metadata Elements**

Title: **Port Washington Water District and Port Washington Water District Clerical Unit, International Brotherhood of Teamsters (IBT) Local 808 (1999)**

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Union: **Port Washington Water District Clerical Unit, International Brotherhood of Teamsters (IBT)**

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COLLECTIVE BARGAINING AGREEMENT

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PORT WASHINGTON WATER DISTRICT

Port Washington Water District And  
Ibt Local 808 (Clerical Unit)

- and -

LOCAL 808, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

CLERICAL UNIT

TERM: JANUARY 1, 1999 through DECEMBER 31, 2001

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
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CONCILIATION

# PORT WASHINGTON WATER DISTRICT

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**COMMISSIONERS:**

THOMAS J. MURRAY, JR., Chairman  
DAVID R. BRACKETT, Treasurer  
ELLEN MARKOWSKI, Secretary

American Water Works Association Member

JOHN J. MAHONEY, JR., Director of Operations  
BARBARA BORRIES, Office Manager

## RESOLUTION OF THE BOARD OF COMMISSIONERS AT A MEETING HELD ON APRIL 11, 2000

Commissioner Murray offered the following resolution and moved its adoption. The members of this Board adopted the resolution after a vote:

### A RESOLUTION ADOPTING THE RENEWAL COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DISTRICT AND ITS CLERICAL UNIT FOR THE TERM OF JANUARY 1, 1999 THROUGH DECEMBER 31, 2001

**WHEREAS**, the clerical unit of employees at the District is represented by Local 808, IBT; and

**WHEREAS**, the prior Collective Bargaining Agreement between the District and Local 808, IBT covering the clerical unit expired by its terms on December 31, 1998; and

**WHEREAS**, the District and Local 808, IBT have reached an Agreement over modifications and changes for a renewal Collective Bargaining Agreement covering the clerical unit; and

**WHEREAS**, the Commissioners have approved and signed the aforesaid renewal Agreement on May 11, 1999 and now wish to formally adopt same on the record;

### **NOW, THEREFORE, BE IT AND THE SAME HEREBY IS:**

**RESOLVED**, that pursuant to the authority vested in the Board of Commissioners by § 208 of the Public Employment Relations Act (Taylor Law), and after a review of the provisions of such proposed renewal Collective Bargaining Agreement between the District and Local 808, IBT covering the clerical personnel employed by the District, inclusive of all of its economic terms, such as, but not limited to, wage adjustments, an improvement in holiday benefits and a provision which renders some of its terms retroactive to and effective from January 1, 1999, said agreement is adopted.

Dated: Port Washington, New York  
April 11, 2000

AYES: Commissioner Thomas J. Murray, Jr., Chairman  
Commissioner David R. Brackett, Treasurer  
Commissioner Ellen Markowski, Secretary

NAYS: None

cc: Law Offices of Martin H. Scher, Labor Counsel

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
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CONCILIATION

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**AGREEMENT** made this *10<sup>th</sup>* day of *April*, 2000 by and between Local 808, INTERNATIONAL BROTHERHOOD OF TEAMSTERS [for and on behalf of the Clerical Unit] (hereinafter referred to as the "UNION") and PORT WASHINGTON WATER DISTRICT, Town of North Hempstead, County of Nassau (hereinafter referred to as the ("District")).

**W I T N E S S E T H**

**WHEREAS**, the Union has been certified by the Public Employment Relations Board as the representative of the Employees of the District in the Clerical Unit; and

**WHEREAS**, the parties have negotiated and reached understandings on the terms of a renewal Agreement to succeed the agreement between the District and the Union representing the clerical personnel, which expired by its terms on December 31, 1999; and

**WHEREAS**, the parties now desire to incorporate those understandings in a successor agreement between them;

**NOW THEREFORE**, the parties hereto agree as follows:

**ARTICLE I. RECOGNITION**

A. The Union is recognized as the sole and exclusive bargaining agent during the term of this Agreement for all office personnel in the employ of the District excluding all plant and field unit personnel, supervisory employees, managerial employees and confidential employees (e.g.: the secretary to the superintendent).

B. The Union reserves the right to dispute the superintendent's secretary's assignment to unit clerical work performed on the main level of the District office

WMS  
[Handwritten signature]

provided however, that this shall not <sup>be</sup> interpreted to limit the District's right to assign unit work to such secretary where an emergency arises. The Union also reserves the right to dispute the District's designation of any additional clerical employees, besides the secretary to the Superintendent, as "confidential employees".

C. The District agrees to provide the Union with a job description for the Superintendent's excluded confidential secretary position.

**ARTICLE II. AGREEMENT ADOPTION**

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

**ARTICLE III. DURATION**

The provisions of this Agreement shall be in effect from January 1, 1999 through December 31, 2001, it being understood that unless the certification of the Union is terminated pursuant to appropriate law, the Union will thereafter continue to be recognized as bargaining agent of the employees of the Clerical Unit for the term of any successor collective bargaining agreement. Under such circumstances, negotiations as to modifications of this Agreement to be incorporated in any successor agreement thereto, may be initiated by either party giving the other written notice of a request for such negotiations not later than sixty (60) days prior to the date on which the budget is submitted by the District to the Town.

**ARTICLE IV. HOURS OF WORK**

A. The weekly hours of work for employees of the District covered by this

agreement shall be forty (40) hours. The daily schedule of work hours shall be 8:00 a.m. to 5:00 p.m. with one (1) hour off for lunch.

B. It is understood that the starting time of any employee or group of employees may be changed from time to time by the District in order to provide adequate employee coverage based on then existing conditions. Any such change in the hours of work will only be made on the giving of reasonable notice, except in cases of emergency. The District agrees it will not act in an arbitrary or capricious manner in administering this provision.

#### **ARTICLE V. OVERTIME; SUPPER MEAL**

A. Time and one-half will be paid for all hours of work in excess of an employee's regularly scheduled shift. Work performed on a holiday shall be paid for at the rate of time and one-half in addition to such holiday pay as is established by this Agreement.

B. When work is performed by employees in this Unit during late evening/night, the office manager shall be responsible for obtaining food (e.g., a supper meal where at least two (2) hours of overtime is involved) for each involved employee, at no cost to the employee.

C. Any and all overtime employment required by the District shall first be offered to District employees prior to seeking outside help.

#### **ARTICLE VI. COFFEE BREAKS**

Employees shall have two (2) coffee breaks of fifteen (15) minutes each during their regular shift. All employees shall remain on the premises during such breaks.

**ARTICLE VII. VACATIONS**

**A.** Employees will be entitled to vacations with pay, as follows:

After 1 year of service .....	10 working days
After 5 years of service .....	15 working days
After 6 years of service .....	16 working days
After 7 years of service .....	17 working days
After 8 years of service .....	18 working days
After 9 years of service .....	19 working days
After 10 years of service .....	20 working days

**B.** Employees hired prior to July 1, 1987, however, shall be eligible for a fifth (5th) week of vacation after fifteen (15) years of service. However, that fifth (5th) week shall not be taken as time off but will instead be paid for by the District.

**C.** An employee shall be paid the vacation pay to which he/she is entitled prior to commencing vacation.

**D.** Vacation days shall not be accumulated from year to year. Instead, at the end of each calendar year, the District will pay to the employee, at his/her annual salary rate, vacation days which were not used during that calendar year.

**E.** Employees will notify the District of their preferred vacation period not later than May 1st of each year. Vacations shall be assigned to employees in such manner as to maintain orderly operation of the District while recognizing the seniority of the employees in making such vacation assignments.

**F.** On termination of employment with the District, an employee will receive all vacation pay earned and unused, pro rata, to the last date of employment.



G. Within a reasonable time after the parties finalize this renewal Agreement, the District agrees to adopt and promulgate, after discussion and consultation with the Union, District-wide policy applicable to all personnel represented by the Union, concerning a situation where an employee suffers an illness/accident during his/her vacation.

#### **ARTICLE VIII. CALL-IN-PAY**

A. An employee called in to work for a period of time not in conjunction with his/her regular shift, shall be paid time and one-half for such work. However, the total of his/her pay shall not be less than three (3) hours straight time.

B. Notwithstanding the foregoing, if an employee is called in to work on Sunday, he/she will be paid at two times his/her straight time rate of pay instead of time and one-half, and shall be paid for not less than four (4) hours at such rate.

#### **ARTICLE IX. GRIEVANCE PROCEDURE**

Any dispute between the parties as to the interpretation, application or alleged violation of this Agreement, except for discharge and discipline, the disposition of which is specifically provided for and shall be administered pursuant to Section 75 of the Civil Service Laws and Regulations, shall be deemed a grievance and shall be processed as follows:

A. A grievance, within ten (10) days after its occurrence or the day the employee or the Union learned or could reasonably have learned of its existence, shall be discussed between the employee and his/her supervisor within two (2) working days. To eliminate any possible dispute over the timeliness of a raised

grievance under this article, the grievance brought by the employee to his/her supervisor shall be placed in writing and brought to the discussion meeting. The Supervisor will respond to the grievance in writing by not later than the 5th calendar day after the discussion meeting.

**B.** If the grievance is not disposed of at this step, the grievant within the next ten (10) calendar days thereafter, may discuss the grievance with the Superintendent of the District. As in A above, the employee shall bring the written grievance and the written response to such meeting. In addition, the employee may elect to bring the Shop Steward to such meeting.

**C.** If not disposed of in the preceding step, the grievant, within the next ten (10) calendar days may submit the grievance in writing to be discussed within thirty (30) days, unless postponed by mutual agreement, between the grievant, a representative of the Union and such person or persons, including Commissioner(s) as may be authorized by the District. Such written grievance shall specifically identify the grievance, the specific section of the Agreement alleged to have been misinterpreted, misapplied or violated, and the relief requested.

**D.** If not disposed of in the preceding step, the Union, by written request within ten (10) calendar days after completion of the preceding step, may submit the grievance to final and binding arbitration before the New York State Employment Relations Board which shall supply lists from which the parties will designate an arbitrator. The arbitrator shall have no right to modify, alter or amend any of the provisions of this Agreement.

**E.** The Shop Steward designated by the Union shall be given reasonable time off to fulfill his/her obligation in the administration of this Agreement, including the processing of grievances, and may request meetings with the

Commissioners, during working hours, on notice at reasonable intervals.

F. Time limits provided for in this Agreement may be mutually extended in writing.

#### **ARTICLE X. COMPETITIVE CLASSIFICATIONS**

The parties acknowledge that the Civil Service Law establishes procedures for employees in "competitive classifications" and therefore agree that the rules and regulations issued thereunder shall apply where applicable.

#### **ARTICLE XI. SENIORITY, LAYOFF**

A. Seniority shall be based on the date of commencement of last employment.

B. A reduction in the working force shall be made by classifications so that if the work force of a classification is to be reduced, the employee in that classification with the least seniority will be the first to be laid off, provided the remaining employees can perform the required work when called upon to do so. It is understood that any provisional or probational employees in a classification shall be laid off before any employee having tenure.

C. In the event of an expansion in the work force of a classification, employees will be recalled to work in the reverse order of their layoff. Notice of such recall will be given in writing to the employee by registered or certified mail, return receipt requested, directing his/her return to work at a date and time not later than five (5) days from the mailing of such notice.

D. Employees shall be deemed to have lost seniority if:

1. The employee is discharged, which discharge is not reversed pursuant to the provisions of this Agreement;

2. The employee quits;

3. Unless there are extenuating circumstances, the employee fails to report for work upon a recall within the five (5) day period referred to in the preceding paragraph;

4. The employee is on layoff for a period in excess of twelve (12) months.

#### **ARTICLE XII. DISABILITY INSURANCE**

A. The District shall provide basic disability benefits to all employees at no cost to the employees under the New York State Disability Benefits Law.

B. In addition, the District shall provide the following supplementary weekly disability pay in each week that the employee receives New York statutory disability benefits pay from the District's carrier, to provide the maximum weekly total indicated in this article, based on employment longevity in the District, as follows:

<b><u>Employee Longevity</u></b>	<b><u>Additional Weekly Payments by District</u></b>	<b><u>Carrier Weekly Payment (Statutory)</u></b>	<b><u>Total Maximum Weekly Disability Pay</u></b>
Fewer than ten (10) years	\$ 75.00	\$170.00	\$245.00
Greater than ten (10) years, but fewer than			

fifteen (15) years	\$125.00	\$170.00	\$295.00
Greater than fifteen (15) years	\$175.00	\$170.00	\$345.00

**ARTICLE XIII. WORKER'S COMPENSATION**

The District agrees to adopt and promulgate, after discussion and consultation with the Union, District-wide policy applicable to all personnel represented by the Union, concerning the administration of the District's Worker's Compensation Benefit Program.

**ARTICLE XIV. HEALTH INSURANCE**

A. The District will make available to each employee, at no cost to the employee, during the term of this agreement, coverage under the New York State Health Plan on an individual or family basis, as the need dictates.

B. The District will continue to pay the premiums for an employee's health insurance coverage, for up to a maximum of one (1) year, while that employee is absent and receiving either workmen's compensation, disability, or any other benefits payments (vacation, sick leave, etc.).

C. If during the term of this Agreement, a National Health Insurance Plan is enacted embracing public employees as well as private sector employees and such legislation requires the employees covered by this Agreement to pay all or a portion of their health insurance coverage premiums, then the parties to this Agreement will meet to negotiate over the impact of such legislation on the employees in this unit as a

result thereof.

#### **ARTICLE XV. DENTAL AND OPTICAL PLAN**

The parties agree that the dental and optical plan currently in effect for the benefit of all employees of the District shall remain in effect during the term of this Agreement.

#### **ARTICLE XVI. SICK LEAVE**

A. Employees shall receive paid sick leave days based on one (1) day for each completed month of service up to a maximum of ten (10) annually. Employees hired prior to July 1, 1987, however, shall receive paid sick leave days annually based on one (1) day for each completed month of service up to a maximum of ten (10) days which can be taken as paid absences, and two (2) additional days which shall be paid for but on which absences may not be taken. Said two days may also not be added to accumulated sick leave. Payment for these two days will be at each year's end, based upon the employee's annual salary converted to daily pay.

B. The maximum number of unused annual sick leave days which an employee can accumulate under this contract shall be 180 days.

Notwithstanding the foregoing, upon retirement an employee shall receive payment for a maximum of one hundred twenty (120) sick days.

C. The District may require medical certification of illness in order for an employee to qualify for such sick leave.

D. For the purposes of this article, such leave is defined to include an employee's personal illness or the illness of a member of his immediate family, (as that

term is defined in Article XVII of this Agreement dealing with "Bereavement Pay").

## **ARTICLE XVII. PERSONAL LEAVE DAYS**

A. Except for employees hired on or after January 1, 1993 as provided for in Paragraph B below, all employees shall be entitled to five (5) "personal leave days" annually. Employees requesting personal leave days shall give notice to the District and arrange for such days so as to not unreasonably interfere with the operations of the District.

B. Employees hired on or after January 1, 1993, will be entitled to two (2) personal leave days annually. If the two (2) days are unused at year's end, one (1) day will be added to the employee's accumulated annual sick leave. In addition to the annual benefit of two (2) personal leave days for such employees, each such employee shall have the right to request one additional personal leave day annually on the same conditions as apply to the two days described in this paragraph (e.g.: notice and no interference with operations) and any such day, if approved by the District, shall be debited against that employee's current year's annual paid sick leave days entitlement.

C. Personal days shall not be accumulated from year to year. Instead, at the end of each calendar year, the District will pay to the employee, based on his/her annual salary rate, converted to daily pay, those personal days which were not used during that calendar year, provided however that the employee may elect, as an alternative to being paid for such days that they be added to the employee's sick leave accumulated days. Moreover, where an employee has not used any of the five (5) personal leave days during a calendar year provided for in this article, the District will add a sixth (6th) personal leave day for that year which will be credited to the employee's accumulated sick leave days.

### **ARTICLE XVIII. JURY DUTY**

Employees serving as juror shall have made up to them the difference between such pay as they may be paid by the Court and their regular pay, and the employee shall submit proof of jury duty and pay therefor to the District in order to qualify for such difference in pay.

### **ARTICLE XIX. BEREAVEMENT PAY**

An employee who suffers a death in the immediate family (father, father-in-law, mother, mother-in-law, spouse, child, stepchild, sister or brother), shall be given a leave of three (3) consecutive working days for the purpose of observing bereavement time with no loss of pay therefor. Employees who suffer the death of a grandparent or an aunt or uncle shall receive a paid leave of one (1) working day to enable the employee to attend the funeral.

### **ARTICLE XX. COURT APPEARANCE DAYS**

Absence by reason of appearance as a plaintiff, defendant or witness in any action involving the District will be approved for the number of days necessary. Employees shall not lose any salary therefor.

### **ARTICLE XXI. PENSION BENEFIT; LIFE INSURANCE**

A. The Pension Benefit Program of the District shall be provided under the Civil Service Law (New York State Employees Retirement System) Section 75(i).

B. The Life Insurance death benefit for each current employee, which corresponds to the Tier that employee enjoys under Section 75i of the Career Improved



Retirement Plan in effect in the District, shall be as shown in Appendix "C". That Appendix also demonstrates the options available to each employee for ordinary death benefit coverage, for accidental death benefit coverage, and other related matters.

**ARTICLE XXII. DEFERRED COMPENSATION**

If during the term of this Agreement the parties mutually agree upon a deferred compensation plan the parties agree to adopt same within the calendar year in which it is agreed upon.

**ARTICLE XXIII. HOLIDAYS**

A. The District shall provide the following schedule of paid holidays:

*Christmas Day	Good Friday
New Year's Day	Fourth of July
Martin Luther King Day	Columbus Day
*Washington's Birthday	Thanksgiving Day
*Lincoln's Birthday	Day after Thanksgiving Day
Memorial Day	Labor Day
	Veterans Day

In addition to the foregoing paid time off, employees will also be granted one-half day off on Christmas Eve and one-half day off on New Year's Eve to the extent that fifty percent (50%) of the employees shall have Christmas Eve and the remaining fifty percent (50%) shall have New Year's Eve.

\*Effective January 1, 2000, President's Day, as a recognized holiday, shall replace the two February holidays of Lincoln's Birthday and Washington's Birthday. In consideration for the foregoing holiday modification, effective with the year end in 2000, the office will be closed the day before Christmas Day and all employees in the

Clerical Unit will receive a paid holiday for that day in lieu of one-half of the staff receiving a half-day on the day before Christmas Day as in the expired agreement. In addition, effective with the year 2000, the office will be closed the half day before New Year's Day as a half day paid holiday.

The modified holiday benefit representing a change from the expired agreement will be as set out in the attached exhibit "A".

B. When a holiday falls on an employee's normal day off, the employee will receive an additional day's normal pay for the holiday. All employees required to work on a holiday (their normal day off) will be paid at the rate of time and one-half for the hours worked, plus the normal pay.

C. Should a holiday fall on Thursday, the following day shall be a working day, and should a holiday fall on Tuesday, the preceding day shall be a working day.

D. Named holidays under the Agreement which fall on a Saturday will be celebrated on Friday and named holidays which fall on a Sunday will be celebrated on Monday.

E. In those years in which Christmas Day and New Year's Day fall on a Saturday, Sunday, or Monday, the day before Christmas Day holiday and the half day before New Year's Day holiday provided for in the Agreement which would be observed on either Thursday or Friday as the case may be will be replaced by providing an additional paid day of annual sick leave.

#### **ARTICLE XXIV. LEAVES OF ABSENCE**

A. **Maternity/Child Care** - Unpaid leave shall be granted to employees upon

written application submitted a minimum of thirty (30) days in advance of the date the leave is to commence. The application shall specify the requested date of commencement of the leave and the date the leave is to terminate. This period of time shall not exceed one (1) year, unless, in the District's discretion, a longer period is necessary. An employee on such leave may request in writing a return to work sooner than the time agreed upon and the District shall not unreasonably disapprove same.

Absences for disability resulting from pregnancy and/or childbearing which occur prior to the agreed upon commencement of the unpaid leave of absence, shall be governed by the sick leave article of this Agreement. In any event, where the commencement of the unpaid maternity/child care leave is necessitated by disability associated with pregnancy, employees may use their accrued unused sick leave pay during the period of actual disability (including a case where a physician prescribes the leave to commence on a specified date based on his forecast of the date of actual disability).

Those benefits to which an employee was entitled at the time his/her leave commenced shall not be diminished upon his/her return.

An employee who receives unpaid leave under this Article shall return to service at the same salary that he/she was earning before commencing maternity/child care leave, if he/she worked less than one half of the calendar year in which the leave is taken.

If a pregnant employee intends to resign her position with the District, she will be permitted to work until such date that her doctor has certified to the District in writing that she has her Doctor's approval to continue work.

**B. Other Leaves** - The District may grant a leave of absence without pay for

other reasons not to exceed one (1) year. Where a leave of absence without pay has been granted for a period of one (1) year, a further leave of absence shall not be granted unless the employee returns to his/her position and serves continuously therein for three (3) months immediately preceding the requested subsequent leave of absence. Absence on leave without pay for more than one (1) year shall be deemed the equivalent of a resignation from service upon the first day of the fiscal year following such absence.

#### **ARTICLE XXV. PERSONNEL FILES**

A. Upon request, an employee shall be permitted to examine his/her official employment personnel file.

B. The Employer shall produce for the employee, upon his/her request, any material in such file.

C. There shall be only one "Employee Personnel File" in which the above type of material is filed.

D. No material derogatory to an employee, his/her conduct, his/her service, his/her character or his/her personality, shall be placed in that employee's personnel file unless the employee has had the opportunity to both read the material and annex a response to it.

E. When an employee affixes his/her signature on the actual copy to be filed, it shall be with the understanding that such signature merely signifies that he/she has read the material to be filed and it shall not necessarily indicate agreement with its contents. For the reason above set forth, an employee shall be required to so affix his/her signature.

## **ARTICLE XXVI. BULLETIN BOARDS AND MEETINGS**

A. Permission shall be granted for the use of District facilities for meetings which are scheduled in advance.

B. At least one (1) bulletin board shall be reserved at an accessible place for the exclusive use of the Union for the purpose of posting material dealing with proper and legitimate Union business.

C. A Union representative may call a meeting of the Union's members which will not interfere with work schedules; arrangements will be made for the time and place of the meeting through the office manager.

D. If the District shall call in a unit employee to discuss contract grievance or negotiations on his/her day off, he/she will be paid for such time in attendance at his/her then current hourly rate of pay.

## **ARTICLE XXVII. DUES DEDUCTION; AGENCY SHOP**

A. The District agrees to deduct from the salaries of its employees, membership dues and/or life, sick and accident insurance premiums where said employees have voluntarily and individually authorized the District to deduct and to transmit such monies to the Union. Employees' authorizations shall be in writing and in a manner consistent with Section 93B of the General Municipal Law, and Chapter 392 of the Laws of 1967.

B. Deductions shall be made uniformly and consistently on each pay day of the month. Funds thus collected shall be transmitted to the Treasurer of the Union on a monthly basis.

C. Deductions authorized by an employee shall continue as so authorized unless and until such employee notifies the District as to his/her desire to discontinue, or to change such authorization in writing.

D. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the District in duplicate. One copy shall be forwarded by the District to the Union.

E. The Union assumes full responsibility for the disposition of the funds so deducted once they are turned over to the Union.

F. Any employee who is not now a member of the Union, or any new employee who elects to not become a member of the Union, or any employee who withdraws from the Union, shall be required to pay an agency shop fee to the Union in an amount equal to the dues and assessments made to its members. The District shall collect the agency shop fees by deducting them from pay just as in normal dues deductions and shall transmit them to the Union in the same manner.

G. Any employee from whom an Agency Shop Fee has been deducted pursuant to this provision, who has any objection thereto, shall be limited to processing his/her objection in accordance with the Union's appeal procedures, a copy of which shall be kept on file in the District. The Union's appeal grounds and appeal procedures will at all times be no less than the minimum standards required by law. The Union shall indemnify the District for any monetary claim against it by any employee which may arise out of or by reason of the District's compliance with this provision. Such indemnity shall be limited to the actual monetary amount which any employee may successfully establish was deducted by the District and was transmitted to the Union illegally. Indemnity shall include the providing of legal

services and court costs, if any.

**ARTICLE XXVIII. NO STRIKE**

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

**ARTICLE XXIX. WAGES**

A. The annual base salary of each of the members in the unit shall be increased during the term of this agreement on the dates and in the amount indicated as follows:

- a) Effective January 1, 1999 . . . . . \$1,200.00
- b) Effective January 1, 2000 . . . . . \$1,200.00
- c) Effective January 1, 2001 . . . . . \$1,200.00

B. "annual base salary" means all annual salary received by an employee including merit increases and any responsibility/achievement adjustments but excluding longevity pay, overtime pay and any other pay adjustments which do not form a part of ongoing base compensation.

C. **Equalization**

The unit's consideration for the District's prior agreements to equalize the pay of

certain employees in the unit incorporates the permanent understanding and agreement of the parties that all employees in the Clerical Unit have to be available to do and agree to do any office/clerical work assigned to them by the Office Manager or the Superintendent, or a District supervisor.

**ARTICLE XXX. LONGEVITY PAY**

A. Employees covered by this Agreement shall be entitled to an adjustment of their annual salary for longevity in the amounts indicated below after the completion of the following numbers of years of employment:

After 5 years employment . . . . .	\$400
After 10 years employment . . . . .	Additional \$400 (Total \$800)
After 15 years employment . . . . .	Additional \$400 (Total \$1,200)
After 20 years employment . . . . .	Additional \$400 (Total \$1,600)
After 25 years employment . . . . .	Additional \$400 (Total \$2,000)

B. In the administration and implementation of the foregoing longevity adjustments, the following procedures shall be followed:

On the employee's anniversary date of 5, 10, 15, 20, and 25 years of employment respectively, the employee shall have the stated annual salary longevity stipend added to the employee's annual salary so that from and after that date, it will be part of the employee's new weekly salary. (e.g.: the stipend will be divided by 52 and the calculated weekly amount will be added to the employee's weekly pay and



paid on the same basis as regular annual salary is paid).

#### **ARTICLE XXXI. MERIT INCREASES**

A. The Board of Commissioners may, from time to time, during the term of this Agreement, and on the recommendation of the concerned Supervisor, review and assess the work performance of any employee in the unit covered by this Agreement and, in its discretion, separate and apart from the wage increases provided for elsewhere in this Agreement, award any such employee merit increases in such amounts and on such effective dates as it determines.

B. The intent of this clause is to provide a means by which the Commissioners can recognize, by appropriate adjustments, outstanding work performance, the assumption by an employee of additional duties and responsibilities, etc.

C. In administering this article, the District shall utilize the Employee Evaluation Report attached to this Agreement as Exhibit "B".

Every employee shall be evaluated annually on or about his/her anniversary date of employment and any increase decided upon shall be effective that date. Regardless of whether an employee is determined to merit an increase, he/she shall be given the results of that evaluation.

Any annual salary adjustment determined by merit under this article shall be arrived at by use of the evaluation form. The maximum amount which an employee can qualify for under the evaluation form will be set each year by the Commissioners, but each maximum shall not be less than \$500.00.

The adjustment which an employee qualifies for shall be derived from the following table:

<u>RATING</u>	<u>CORRESPONDING ANNUAL ADJUSTMENT</u>
Below 3.0	\$ 0.00
3.0	\$250.00
3.2	\$300.00
3.4	\$350.00
3.6	\$400.00
3.8	\$450.00
4.0	\$500.00

The achievement of a rating which is 3.0 or higher shall only mean that an employee has qualified for a merit increase. Whether an employee is then given a merit increase shall be by determination of the Board. Every employee who is given a merit increase, however, will receive the amount which corresponds to his/her evaluation form rating, as per the table shown above.

**ARTICLE XXXII. COMPENSATORY TIME OFF**

A. When an employee is called in on his/her day off to fill in for someone, he/she shall be paid at the rate of time and one-half for the hours worked.

B. An employee shall be paid for overtime hours worked in the same week that those hours are worked.

C. The practice shall continue that those employees who work overtime shall not be given compensatory time off but shall instead be paid at time and one-half their hourly rate of pay in the payroll for the week in which the time was worked.

D. Notwithstanding any other provision in this Agreement, the Commissioners, in their discretion, may grant compensatory time off to an employee or group of employees who are instructed to remain at work on their regular shift while other employees are relieved from continuing to work on their regular shift because of adverse weather conditions or conditions beyond the District's control. Each case will be reviewed on its own merits, and no decision in any case will constitute a formal precedent for any other case.

### **ARTICLE XXXIII. COMPARABLE WORTH**

The Union agrees that it will not process any claim against the District for allegedly failing to pay its clerical employees a "fair wage rate" or to compensate them for their "comparable worth", during the term of this Agreement.

### **ARTICLE XXXIV. SAFETY**

The District shall comply with all applicable local, state and federal laws providing for the safety of its employees during their hours of employment on the District's premises.

### **ARTICLE XXXV. DRUG AND ALCOHOL ABUSE POLICY**

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

B. An employee must notify the District if a prescribed or over the counter drug or substance he/she is using is known or suspected by him/her to impair job performance. Nothing in this paragraph shall be construed to require the employee to

identify the drug(s) prescribed or purchased over the counter or the reason(s) therefor.

C. The District will prescribe pre-employment physical examinations inclusive of drug and alcohol use testing, and will reject any applicants who test positive.

D. There shall be no random alcohol or drug testing. However, an employee of the District will be required to submit to an immediate alcohol and/or drug test where reasonable suspicion exists that the employee is "under the influence" of alcohol or drugs during working hours when acting within the scope and course of employment.

E. Positive results from a drug test which are confirmed by a second test shall result in the involved employee either accepting up to a maximum five (5) day suspension without pay, or being subject to '75 charges and a hearing. As an exception to the foregoing, a first time offender shall not be subjected to the alternative of suspension or '75 charges for alcohol or drug use where it has not resulted in his/her impaired work performance. A written warning, may, however, be given.

F. Any employee, whether a first time or a subsequent offender, whose work performance is impaired, however, shall also have the opportunity to avoid the alternative discipline described in paragraph E by entering and completing treatment for rehabilitation in a recognized facility for same. Any such employee who refuses to enter and complete treatment for rehabilitation at a recognized facility, shall be subject to discipline under paragraph E.

G. The District agrees to qualify its supervisors and Shop Stewards under a recognized training or equivalent program for making the determination under paragraph "D" above that "reasonable suspicion" exists.

H. An employee shall be entitled to Union representation at all stages of the drug-alcohol testing procedures.

I. A "Consent to Perform" form will be completed and signed by a prospective or current employee in all cases of alcohol and/or drug testing. (See Exhibit D) Refusal by a current employee to take any requested drug and/or alcohol test, to sign the "Consent to Perform" form, to cooperate fully with the individuals involved in the testing process, or to attempt to tamper with the test shall subject the employee to disciplinary action under paragraph E.

J. Except where such information becomes involved in a disciplinary hearing or proceeding, any and all of the employee's involvement in a drug or alcohol abuse test shall be kept confidential by the District.

The policy encompassed by this article shall not be implemented until after the supervisors and shop stewards have completed the training program devised by the District.

#### **ARTICLE XXXVI. MANAGEMENT RIGHTS**

A. Provided that the exercise of any right does not contradict any express provision of this Agreement, the District shall have the exclusive right to manage and operate its business and property, direct its working force, control its operations, promulgate reasonable work rules, and determine the need for and extent of subcontracting and layoffs.

B. Nothing in this Article shall be construed to permit subcontracting of work during the term of this Agreement which eliminates unit personnel as a result thereof, provided, however, that if the District should determine that it is in the public interest

to do so, it agrees to meet and negotiate with the Union over the impact of such decision and to notify the Union of its intent to do so prior to reaching its decision so that the Union has an opportunity to provide its input. Nothing in this provision shall, however, be interpreted to limit the District's right to take immediate action where an emergency arises.

#### **ARTICLE XXXVII. LEGAL DEFENSE OF EMPLOYEES**

In the event that any employee covered by this Agreement becomes involved in an assault or civil case arising out of or in the course of his/her employment, which was not provoked by the employee, the District will assist such employee in any reasonable defense or prosecution of such case. Should it be determined after trial, that the employee's acts which precipitated the litigation, were not within the scope of his employment, the employee shall repay to the District the expenses of the litigation in the defense of the employee.

#### **ARTICLE XXXVIII. INFORMATION PACKAGE**

New employees in the unit will be given, at their commencement of employment (and in the case of current employees, within a reasonable time after the execution of this Agreement), a package of material which will include a copy of the Collective Bargaining Agreement with Local 808, an explanation of District policies, and an explanation of the Civil Service Laws' applicability to the employees in the unit.

#### **ARTICLE XXXIX. FORFEITURE OF BENEFITS**

Notwithstanding any other provision in this Agreement, should any employee leave the employ of the Employer prior to having completed ten (10) years of service with the District, other than by retirement, he/she shall forfeit all pay for that year's

unused sick leave, personal days, vacation days, etc.

Conversely, an employee who has completed at least ten (10) years of service and who leaves the District for any reason shall be entitled to payment for that year's unused annual paid days pro rated to the date of leaving.

IN WITNESS WHEREOF, the parties have set their hands and seals this  
10<sup>th</sup> day of April 2000.

LOCAL 808 OF the INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

BY: *Robert A. L...*  
4-10-2000  
*Carol Swacki*

PORT WASHINGTON WATER DISTRICT

BY: *Thomas J. Murray*  
Chairperson, Board of Commissioners  
*Ellen Markson*  
Commissioner  
*David R. Brachet*  
Commissioner

**EXHIBIT "A"**

**[Effective January 1, 2000]**

	<u>2nd HOLIDAY IN FEBRUARY</u>	<u>CHRISTMAS EVE</u>	<u>NEW YEAR'S EVE</u>	<u>TOTAL DAYS</u>
<b>Before</b>	1	1/2	<b>OR</b> 1/2	1 1/2
<hr/>				
<b>After</b>	0	1	1/2	1 1/2



**EXHIBIT "B"**

**EMPLOYEE ANNIVERSARY DATE EVALUATION REPORT<sup>1</sup>**

**Clerical Unit Personnel**

**Employee's Name:** \_\_\_\_\_

**Department/Classification:** \_\_\_\_\_

**Date of Evaluation:** \_\_\_\_\_

This evaluation report, prepared under the guidelines established by the District pursuant to Article XXXIII of the Collective Bargaining Agreement with Local 808, IBT, is for use in the case of promotion, termination/discharge, merit increase, etc.

Part I has two purposes. First, it is designed to convert the subjective feelings of a reporting supervisor into objective indicators from which a total point score (with 4.0 being the maximum) can be tallied, which will correspond to a prescribed monetary amount. Second, it provides the District with information on each employee's performance and work habits, covering a range from unacceptable to excellent.

Part II is designed to permit the Board of Commissioners to review the report more subjectively, guided by the comments of an analysis by the supervisors.

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<sup>1</sup> These evaluation reports consisting of not less than three (3) pages, are intended to become part of an employee's personnel file, and to be available for the employee to review.

**PART I. RATING**

**RATING LEGEND:**

Excellent:	4
Good:	3
Average:	2
Poor:	1
Unacceptable:	0

	<u>RATING</u>				
Appearance	0	1	2	3	4
Attitude/Enthusiasm/Initiative	0	1	2	3	4
Absenteeism & Lateness	0	1	2	3	4
Knowledge of Job/Aptitude/ Quality of Work	0	1	2	3	4
Interaction with Co-Workers/ Supervisors (including dealing with authority)	0	1	2	3	4
Rate/Speed/Productivity	0	1	2	3	4
Reliability	0	1	2	3	4
Performance Under Emergency Conditions/Pressure	0	1	2	3	4
Respect for Equipment/Records & Documents/Safety Consideration	0	1	2	3	4
Ability to Learn/Handle Additional Assignments/Innovativeness	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<b>SUB TOTALS:</b>	—	—	—	—	— = —

Maximum:	\$500.00
4.0 =	\$500.00
3.8 =	\$450.00
3.6 =	\$400.00
3.4 =	\$350.00
3.2 =	\$300.00
3.0 =	\$250.00
Below 3.0 =	\$000.00

**THIS EVALUATION:** \_\_\_\_\_

**MONETARY  
CONVERSION:** \_\_\_\_\_

**PART II. COMMENT & ANALYSIS**

Do you recommend any action to be taken with this employee, such as promotion, demotion, transfer, etc.?

Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has this employee made any significant contributions to the Water District beyond his/her job requirements?

Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUESTIONS TO BE ANSWERED AFTER EMPLOYEE INTERVIEW**

Do you have any comments about the interview or the employee's reaction to your evaluation? If so,

Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If need for improvement was indicated, what suggestions did you make?

Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Evaluation Prepared by:**

**Title(s):**

**Date:**

EXHIBIT "C"

LIFE INSURANCE DEATH BENEFIT OPTIONS

<u>BENEFIT TYPE</u>	<u>DESCRIPTION</u>	<u>TIER</u>
Ordinary Death Benefit	Formula: The benefit equals 1/12 (8.33%) of last year's earnings multiplied by years of service up to a maximum of 36 years.	I, II, IV
Guaranteed Ordinary Death Benefit	Eligibility: Employee must be on payroll and receiving salary as of March 31, 1981.	I
	Formula: The benefit equals three times last year's salary rounded to the next highest \$1,000, maximum not to exceed \$20,000.	I
Alternate Death Benefit	Eligibility: Available if employee dies while in service, but after becoming eligible to retire. The benefit plan treats employee as if he had retired on the date of his death.	I
	Formula: The benefit amounts to the pension entitlement, under Non-Contributory Retirement Plan.	
Accidental Death Benefit	Eligibility: Employee dies while on the job, not as a result of willful negligence.	I, II, III IV
	Formula: Benefit amounts to one-half the employee's final average salary.	
Ordinary Death Benefit One	Eligibility: Benefit option must be selected when the employee first becomes a member of the Retirement System.	II
	Formula: The benefit equals one month's salary for each full year of service credit, not to exceed three year's salary. The benefit is reduced for employees who	

joined the Retirement System after reaching age 52.

Ordinary Death  
Benefit Two

Eligibility: Benefit option must be selected II  
when the employee first becomes a  
member of the Retirement System.

Formula: The benefit equals the salary  
times the years of service credit not to  
exceed three years' salary. The benefit  
is reduced for employees who joined  
the Retirement System after reaching  
age 52.

Article 14  
Ordinary Death

Eligibility: Employee must be age 52 or III  
younger when he entered Retirement  
System and his death may occur  
before age 60.

Formula: The benefit equals a lump sum  
based upon the employee's final average  
salary times years of service not to  
exceed three years or \$66,000.00

Eligibility: Employee must be age 53 or  
older when entering the Retirement System.

Formula: The benefit equals a lump sum  
based upon the employee's final average  
salary times his years of service subject  
to the applicable statutory maximum.

Chapter 617

Eligibility: Death occurs while in service III  
and the employee must have completed  
at least one year of service.

Formula: Benefit equals salary times years  
of service with a three year maximum.

EXHIBIT "D"

ALCOHOL AND DRUG TESTING PROGRAM  
CONSENT FORM FOR NEW EMPLOYEES

I, \_\_\_\_\_, consent to a medical examination which may include the collection of my blood and/or urine samples, as requested by the Port Washington Water District, for the purpose of determining the presence of alcohol and/or drugs in my system. I further authorize the release to the Port Washington Water District of any and all medical information obtained during such examination and/or testing procedures.

I understand that my refusal to cooperate fully with this program may constitute grounds upon which the District may refuse to process my employment application.

I also understand that a positive result for the drugs tested may be considered grounds for the District refusing to hire me.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Witness

PORT WASHINGTON WATER DISTRICT

- and -

LOCAL 808, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

C L E R I C A L   U N I T

TERM: JANUARY 1, 1999 through DECEMBER 31, 2001

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COLLECTIVE BARGAINING AGREEMENT  
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*Law Offices*  
*Martin H. Scher*  
*One Old Country Road*  
*Carle Place, N. Y. 11514*