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**PORT WASHINGTON WATER
POLLUTION CONTROL DISTRICT**

- and -

**LOCAL 808,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

COLLECTIVE BARGAINING AGREEMENT

TERM: January 1, 2009 through December 31, 2011

**The Scher Law Firm, LLP
One Old Country Road
Suite 385**

**RECEIVED Carle Place, NY 11514
NYS PUBLIC EMPLOYMENT (516) 746-5040
RELATIONS BOARD**

APR 29 2009

ADMINISTRATION

A G R E E M E N T

PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT

- and -

LOCAL 808, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

TERM: January 1, 2009 through December 31, 2011

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20 **AGREEMENT** ratified by the parties on December 30, 2008 and dated this day of April ~~February~~ 2009, by and between **PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT** (hereafter referred to as the "District"), located at 70 Harbor Road, Port Washington, New York 11050 and **LOCAL UNION 808, INTERNATIONAL BROTHERHOOD OF TEAMSTERS & CHAUFFEURS** (hereafter referred to as the "Union"), located at 22-43 Jackson Avenue, Long Island City, New York 11101

WHEREAS, the Union has been certified by the Public Employment Relations Board as the exclusive representative of the District's employees in the unit described in the Recognition Article of this Agreement, below; and

WHEREAS, the parties have negotiated over the terms and conditions of the employees in said unit, have reached certain understandings, and now desire to incorporate them into a renewal for a new term of the Collective Negotiations Agreement between them;

NOW THEREFORE, for mutually exchanged covenants and other valuable consideration, the parties hereto agree as follows:

W I T N E S S E T H

ARTICLE I. RECOGNITION

The Union is recognized as the sole and exclusive bargaining agent during the term of this Agreement for all sewer servicer, laborer, senior sewer serviceman, sewer plant attendant, and plant operator personnel in the employ of the District excluding, however, the Superintendent, the Assistant Business Manager, Manager,

Foreman, clerical personnel, and all other employees of the District.

ARTICLE II. DUES DEDUCTION

A. The District agrees to deduct from the salaries of its employees, membership dues and/or life, sick and accident deductions as, and in the amounts, that said employees have voluntarily and individually authorized, and to transmit such monies to the Union. Employee 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 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 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 (1) 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 them.

ARTICLE III. AGENCY SHOP

A. 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.

B. 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 is 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 also include the providing of legal services and court costs, if any.

ARTICLE IV. PROBATIONARY PERIOD

1. **Conduct**

Employees covered by this Agreement shall be deemed to be on probation for the first full year of their employment during which time they may be disciplined or discharged without recourse by them or the Union and they shall not

have the protection of Section 75 of the Civil Service Law. On the completion of probation, however, such employees shall be afforded the protection of Section 75 of the Civil Service Law. The foregoing one (1) year probation provision shall be applicable to conduct and other non-work performance characteristics which, if subjected to a Section 75 hearing, could result in discipline or discharge. Under this full year probation provision for conduct, the District agrees to notify each such new employee, upon his 6th month anniversary of employment, of any deficiencies in his conduct or non-work performance characteristics which might lead to his termination rather than retention at the end of his first year of employment. Any employee so notified will be provided with a reasonable opportunity to meet with the Board of Commissioners to present his views regarding the Notice he has received. Once an employee has completed probation, nothing in this Agreement shall be construed to prevent him, after consultation and advice from the Union and/or a representative of his own choosing, from waiving his rights under Section 75, including the right to be served with charges and specifications, to admit, deny, or not respond to said charges and specifications, to waive a hearing, and to accept discipline, up to and including discharge, or resignation, on terms and conditions agreeable to him, his representative and the District.

2. Performance

As to work performance and work abilities, however, new employees shall be deemed to be on two (2) years continuous probation from date of hire, after which they shall have tenure.

ARTICLE V. SENIORITY AND LAYOFF

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

employment. A reduction in the work force shall be made by classification within each department. If the work force is to be reduced, the District will take into consideration the following factors: seniority and ability of the employee to perform the remaining required work within the classification. It is understood that any probationary employee in a classification shall be laid off before any employee who has completed probation. In the event of an expansion in the work force, employees will be recalled to work in the reverse order of their layoff provided that again the District may take into consideration seniority and the employee's ability to perform the required work within the classification. Notice of such recall will be given in writing to the employee by registered or certified mail, return receipt requested, directing him to return to work at a date and time not less than ten (10) days from the mailing of such notice.

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

1. The employee is terminated for cause;
2. The employee resigns or retires;
3. The employee fails to report to work upon a recall within the time limitation referred to in paragraph "A" above;
4. The employee is on layoff for a period of twelve (12) or more months, provided, however, that at the expiration of such twelve (12) month period, the employee will then be on a preferential rehire list for an additional twelve (12) months.

ARTICLE VI. WAGES AND OTHER COMPENSATION

A. SALARY INCREASES

1. Effective January 1, 2009, applicable to the first year of this Agreement, employees in the unit who are on the active payroll of the District on that

date shall have their annual base salaries in effect on December 31, 2008 increased by 4%.

2. Effective January 1, 2010, applicable to the second year of this Agreement, employees in the unit who are on the active payroll of the District on that date shall have their annual base salaries in effect on December 31, 2009 increased by 4%.

3. Effective January 1, 2011, applicable to the third year of this Agreement, employees in the unit who are on the active payroll of the District on that date shall have their annual base salaries in effect on December 31, 2010, increased by 4%.

4. The term "base annual salary" as used in this Agreement shall mean all annual salary received by an employee, including merit increases which have in the past and may in the future be added to salary and regular annual increases, but excluding longevity pay, overtime pay and any other supplemental pay adjustments which do not form a part of ongoing base compensation.

B. LONGEVITY ADJUSTMENTS

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

1. Effective January 1, 2009: Employees who reach a longevity step (anniversary date) will receive \$700.00 for that step, instead of \$600.00

2. Effective January 1, 2010: Employees who reach a longevity step (anniversary date) will receive \$800.00 for that step instead of \$700.00.
3. Until new anniversary dates are reached by each employee bring this agreement and, as will be modified for year one (1) and year (2) of this agreement in paragraph 1 and 2 above, current employees' longevity adjustments will continue as they were in effect on December 31, 2008, namely:

After 5 years employment \$ 600.00
After 10 years employment \$ 600.00
After 15 years employment \$ 600.00
After 20 years employment\$ 600.00
(Aggregate of \$2,400.00)

4. There will be no retroactive increases or adjustments. (eq: adjustments will be prospective only).
5. Employees who have no longevity step(s) ahead of them will remain with the accumulated annual longevity pay they are receiving when the new agreement becomes effective and will have no further adjustment during the new agreement.
6. Employees who are not at the highest longevity step (20 years) but who do not reach 5, 10, 15, or 20 year anniversary dates during the new agreement will receive no longevity pay adjustment in the new agreement.
7. Once an increase has been added to an employee's salary, it shall remain incorporated in that employee's salary for all purposes except the definition of "base annual salary."

8. Employees enjoying a better benefit in longevity adjustments already received during their employment with the District shall retain those adjustments as a previously received better benefit which shall be personal to them.

C. NEW EMPLOYEES

During the course of this Agreement the minimum hiring rate for new employees shall be as indicated below, with the District reserving the discretion to hire a new employee at a salary above the stated minimum for prior direct or related experience.

Effective January 1, 2009: \$27,945.00

Effective January 1, 2010: \$28,923.00

Effective January 1, 2011: \$29,935.00

D. MERIT INCREASES

Notwithstanding any other provision in this Agreement, the Commissioners reserve the right, on recommendations from the Director and other supervisory personnel, to grant merit increases on such dates and in such amounts that they determine in their discretion, for, among other things, superior work performance, conduct, attitude, attendance, and contributions to the District. The merit increase provision under this Article shall not be subject to the grievance machinery of the Agreement. Merit increases may be either in lump sum form or added to an employee's salary.

E. DEFERRED COMPENSATION PLAN

The District has adopted a Deferred Compensation Plan which includes eligibility for participation by employees in the unit represented by the Union. Participation in the Plan by any employee in the unit will be strictly voluntary and entirely within the discretion of the employee. In exercising its discretion to initiate such Deferred Compensation Program, however, the District reserves the right, at any time in the future, to discontinue such program.

ARTICLE VII. WORK DAY; WORKWEEK; COFFEE BREAK; LUNCH PERIOD; CLEAN-UP; MISCELLANEOUS

A. The normal workday shall be from 7:00 a.m. to 3:30 p.m.

B. The weekly hours of work for employees of the District covered by this Agreement shall be forty (40) hours.

C. The daily coffee break will be from 9:30 a.m. to 9:45 a.m. With his Department Foreman's approval, in special circumstances, an employee may take his daily fifteen (15) minute coffee break at a time other than 9:30 a.m. to 9:45 a.m.

D. The normal daily lunch period shall be from 12:00 noon to 12:30 p.m.

E. The fifteen (15) minute period each day prior to the commencement of the lunch period at 12:00 noon will be a clean-up period, as will the last fifteen (15) minutes of each day from 3:15 p.m. to 3:30 p.m.

F. Miscellaneous

1. Employees are to be punched in, properly dressed, at their work stations, and prepared to begin work at 7:00 a.m.

2. An employee who is working at the District's premises for the entire day will not, other than for the lunch period, leave the premises without his Department Foreman's approval. Employees will not conduct personal business during regular business hours.

3. During a Saturday and/or Sunday scheduled work period, an employee will conduct no personal business. On those days, employees shall not use any District time for meals unless the scheduled work period exceeds four (4) hours, and the coffee break shall be limited to fifteen (15) minutes.

ARTICLE VIII. OVERTIME

A. An employee will be paid time and one-half his regular hourly rate of pay for all hours worked in excess of his regularly scheduled shift and for all hours worked in excess of forty (40) in a regular work week. Notwithstanding the foregoing, there shall be no pyramiding of overtime pay. Overtime pay will be calculated on actual time card readings.

B. Overtime work is acknowledged as a requirement of the job and, when requested by the District, an employee may not unreasonably refuse such an assignment.

C. In an emergency, an employee may not refuse an overtime assignment.

D. The Superintendent shall be responsible for determining whether an overtime situation is an emergency. In his absence the Foreman involved (or in an on-call situation, the employees involved) will be responsible for determining whether an overtime situation is an emergency.

E. When an employee has worked for consecutive hours beyond his regularly scheduled shift and said overtime continues past 11:30 p.m., compensation will remain at time and one-half his regular hourly rate for all overtime hours worked, but such employee, if scheduled to work a regular shift the next day, will be entitled to a minimum of eight (8) hours rest time before reporting for his next regularly scheduled shift.

Illustration: An employee who has worked from the start of his regularly scheduled shift until 11:30 p.m. of that day will be paid at the time and one-half rate for all overtime hours beyond the end of the regular workday at 3:30 p.m., but will not have to report for duty the next day, if such day is a regularly scheduled shift, until 7:30 a.m. He will be paid his regular straight time pay for the first half hour not worked as if such time had been worked. An employee working until 1:00 a.m. would not report until 9:00 a.m., etc.

The intent of this provision is to insure that employees are rested at the beginning of their shift and, therefore, will not apply when the overtime is worked on a Friday or any other day that is not followed by a regularly scheduled shift.

F. All hours worked by an employee on Sunday will be paid for at two times his regular hourly rate of pay.

ARTICLE IX. ON-CALL

The District's policy with regard to on-call duty shall be deemed incorporated in this Agreement with the following modifications:

a) On-call coverage assignments will be for seven (7) days in each week.

b) In the Sewer Lateral Maintenance Department and the Mechanical & Electrical Maintenance Department, the scheduling of personnel for on-call duty shall remain on an obligatory basis. For all other work, employees will be required to be available for a call in.

c) An employee who is scheduled for on-call duty must acknowledge a call within fifteen (15) minutes of that call and must report for work within one (1) hour of having received that call.

d) Weekly compensation for on-call work (3:30 p.m. Friday through 3:30 p.m. the following Friday) will be \$300.00.

e) Weekly on-call procedures shall be as delineated in the attached Appendix "B".

ARTICLE X. SICK LEAVE

A. All employees of the District, after completing one (1) year of service, shall be entitled to twelve (12) days sick leave annually, which can be accumulated.

B. The maximum accumulation of unused sick days shall be 165 days and shall be applicable to all employees. Employees whose unused accumulated days at year end exceed 165 days will be paid for those excess days at full value on December 31 of that year, to be paid with the first payroll in March of the new year unless the District's receipt of tax money from the Town has been delayed, in which case the excess days will be paid with the first payroll of the new year after March begins when it is feasible to do so. Persons hired on or after July 1, 1977 but before January 1, 1994 shall receive payment for unused accumulated sick leave at the time of retirement or termination in accordance with the following schedule:

Service to 10 years:	35% payment of accumulated sick leave
Service from 10-15 years:	50% payment of accumulated sick leave
Service over 15 years:	100% payment of accumulated sick leave

The rate of pay for unused sick days to an employee who leaves the District or retires shall be the rate he is being paid at the time he leaves or retires.

C. An employee who has completed less than one year of service will not accrue any sick time for the first six months of employment but will accrue one day for each two months during his second six months of employment. At the beginning of the employee's second year of employment he will be credited with a pro-rata number of sick days for the balance of that calendar year computed on the basis of one day per month remaining in the calendar year. In all succeeding years the full complement of sick days will be credited on January 1st.

D. Previously provided supplemental sick leave shall remain replaced by the disability program provided for in this Agreement.

E. The District's policy regarding payment for unused accrued sick time at the time of termination or retirement shall not apply to employees hired on or

after January 1, 1994. Such employees shall be required to apply any such accumulated days to the District's 41J program under the New York State Employees Retirement System, Sec. 75(i).

F. The Director shall provide quarterly reports to each Department Foreman advising him of the sick leave days remaining available to employees in his department and employees may obtain such information from their respective Foreman.

G. In any year that an employee uses two (2) or fewer sick days for absences thus leaving ten (10) unused days for that year, the District will place one (1) new day in a separate account for him and those days will be paid to him when he retires or sooner leaves the District, separate and apart from any other provision or limitation on payment of unused sick leave. If an employee uses up his annual contract days in a given year, and also uses up his bank of accumulated sick days in that year, the District will permit him to use any of the days he may have accumulated in the foregoing separate account as needed in that year. Days that are used out of the foregoing separate account, whether during a year when they are needed by an employee who has used up his annual contract years and his accumulated sick leave days or whether at the time he leaves the District or retires, will be paid at that employee's then current rate of pay.

H. Effective January 1, 2009, sick leave days shall be taken in full day increments exist that where an employee is at work and becomes ill and leave work, he will be paid for the time he has worked that day as well.

ARTICLE XI. PERSONAL LEAVE DAYS

A. Employees who have completed one (1) year of service shall be entitled to four (4) paid personal days of leave per year except for those employees hired on or after August 1, 1988 who shall be entitled to three (3) such days per year.

For the purposes of managing this policy, on the first anniversary of the start of employment, an employee will be given a pro-rata share of the yearly complement of personal days based on the amount of time remaining in the calendar year. In all succeeding years the employee will be credited with three (3) personal days on January 1st. For example, an employee starting work on July 1st will be credited with one and one-half personal days on the following July 1st, with a full complement of three (3) personal days credited to his account every January 1st thereafter.

B. Three (3) days written notice shall be submitted to the District by an employee wishing to take a paid personal day of leave except in the cases of an emergency in which case the Department Foreman or the Superintendent shall be notified between 7:00 a.m. and 7:30 a.m. that the employee will be absent. The District shall render the final decision as to whether reasons given by an employee, which resulted in not giving three (3) days notice, constituted an emergency. Where the District rules against the employee on this point, the day will not be paid for.

C. Effective January 1, 2009 personal leave days will be taken in a minimum of one-half day increments'.

ARTICLE XII. VACATIONS

A. Except as provided for in paragraph C below, employees of the District hired on or before December 31, 1993 shall be entitled to annual vacation in accordance with the policy of the District in effect on that date.

B. Employees hired on or after January 1, 1994, shall be entitled to paid vacation as follows:

After 1 year of service	.....	10 working days
After 2 years of service	.....	11 working days
After 3 years of service	.....	12 working days
After 4 years of service	.....	13 working days
After 5 years of service	.....	14 working days
After 6 years of service	.....	15 working days
After 15 years of service	.....	20 working days

For the purposes of managing this policy, on the first anniversary of the start of employment, an employee will be credited with his full complement of ten (10) vacation days plus a pro-rata share of his second year's allotment based on the time remaining in the calendar year. In all succeeding years the employee will be credited with his full complement of vacation days on January 1st. For example, an employee starting work on July 1st will be credited with fifteen and one-half vacation days (ten plus one-half of eleven) on the following July 1st.

C. As an exception to the provision in paragraph A above, paid vacation days for all employees, regardless of date of hire, may only be accumulated if unused to a maximum of four (4) weeks (20 days).

D. As a further exception to the provision in paragraph A above, all employees may be limited in the number of consecutive paid vacation days which they can take based on the operational needs of the District being met by the scheduled vacations which have been approved by the Superintendent.

E. Requests for paid vacations shall be on forms provided by the District; shall be submitted not less than ten (10) days prior to the period of time-off requested, shall be submitted initially to the employee's Department Foreman, and shall thereafter be forwarded to the Superintendent. The District's final decision on vacation scheduling shall take into consideration its operational needs. Barring unusual circumstances, 50% of the employees within each department may be approved at any given time for requested vacation. If the District determines that its operational needs will be met, a request for paid vacation which is submitted fewer than ten (10) days prior to the period of time-off which is requested will be considered.

F. Effective January 1, 2009, all vacation days taken by employees shall be in not less than ½ day increments.

G. A new employee who has no accumulated vacation days and no current vacation days available or an insufficient number of current days available to allow him to take the vacation time he is seeking may sign a form provided by the District to allow him to take an advance on vacation days he will earn in the future with appropriate safeguard language for the District.

ARTICLE XIII. HOLIDAYS

A. All employees shall be entitled to the paid holidays set out below and be compensated therefor at eight (8) hours of straight time pay as if they had

worked thereon.

B. In the event that any named holiday falls on a Saturday, it shall be observed on the preceding day (Friday). In the event any named holiday falls on a Sunday, it shall be observed on the following day (Monday).

C. In the event an employee is required to work on a holiday, the employee shall be compensated at two times his normal hourly rate of pay for the hours worked plus eight (8) hours at straight time pay for the holiday.

D. The named holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving Day
	Christmas Day

E. In the event that Christmas Day and New Year's Day fall upon a Saturday or Sunday, where the holiday would be observed on either Friday or Monday, the employee will be compensated at two times his normal hourly rate of pay for the hours worked should his/her services be required on a weekend day on which the holiday actually falls. On the day that either of the foregoing two (2) holidays are celebrated (e.g.: on a Friday or a Monday), the employee will receive eight (8) hours pay at his/her regular straight time hourly rate of pay for that holiday.

F. In addition to the above holidays, half-day holidays will be observed on Christmas Eve and New Year's Eve, except in the event that Christmas Day and New Year's Day shall fall upon a Saturday, Sunday or Monday.

ARTICLE XIV. DENTAL AND OPTICAL PLANS

The District will continue to provide dental and optical plan coverage for the benefit of its employees covered by this Agreement. For employees who were in the District's employ as of December 31, 1993, the District will pay 100% of the premium cost for both individual and family coverage during the term of this Agreement. For employees hired on or after January 1, 1994, the District will pay the premium cost in full for dental and optical insurance covering the individual employee. Where such employee requires family coverage, however, the District will pay 80% of such insurance premium and the employee will pay 20% of such insurance premium.

ARTICLE XV. HEALTH INSURANCE

A. 1. For an employee who was on the active payroll on December 31, 1993, during the term of this Agreement the District will continue to pay the cost in full for health, dental and optical insurance covering the individual employee, and, where required, his family as well.

2. In addition to the foregoing, and with the exception noted hereinafter, the District will pay for individual or family (whichever is applicable) health insurance for an employee, regardless of when that employee was hired, after that employee retires (provided that he had at least ten (10) years of service with the District at the time of retirement) until that employee's death. In the case of an employee hired on or after January 1, 1994, an employee who retires (and after his death, his spouse) will be required to contribute whatever his contribution percentage was at the time of his retirement. It will not, however, cover dental and optical into retirement. Upon that employee's death after retirement, the employee's spouse will have the option to take over the premiums and continue the health insurance coverage

on an individual or family basis (whichever is applicable) if that option to continue health insurance into retirement had already been chosen by the employee upon retirement.

B. For employees hired on and after January 1, 1994, the District will pay the cost in full for health, dental and optical insurance covering the individual employee. Where such employee requires family coverage, however, the District will pay 80% of such insurance cost and the employee will pay 20%. The District agrees to investigate the feasibility of adopting, at its discretion, an IRS 125 Plan, which would permit the deduction of an employee's share of the monthly cost of health insurance on a pre-tax basis as compared with a deduction from net pay.

C. If, during the term of the Agreement, a National Health Plan is enacted, the question of whether the District shall continue to maintain its then current health plan shall be subject to a reopener of the Agreement for the limited purpose of negotiating with the Union over the impact on the District of such National Health Plan, and by such negotiations to finalize a possible substitute health insurance program.

D. If any of the provisions of this Article are deemed in conflict with any provision in Article XIV (Dental and Optical Plans), the provision in Article XIV shall control.

ARTICLE XVI. GRIEVANCE AND ARBITRATION

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 shall, within ten (10) working days after its occurrence or the day the employee or the Union learned or could reasonably have learned of its existence, be discussed between the employee and his Department Foreman. Examples of grievable items which an employee or the Union will be charged with having learned or could reasonably have learned of and which would be barred by the ten (10) day limitation are: (1) an error in an employee's paycheck, and (2) the District's failure to implement a contractual provision affecting an employee on a particular date described or called for under the Agreement.

B. If the grievance is not disposed of under paragraph A, the grievant may, within the next ten (10) working days thereafter, submit the grievance in writing to the Superintendent of 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. If the grievant fails to comply with the time limits provided for in this Article (unless extended by mutual agreement) the District may, in its discretion, refuse to consider the grievance. The Superintendent will reply to the grievance in writing within the next ten (10) working days after receiving the grievance.

C. If the grievance is not disposed of in the preceding step, the Union may, by written request, within ten (10) working days after the Superintendent's decision, submit the grievance to review by the Board of Commissioners.

D. The Board of Commissioners shall render its decision within twenty (20)

working days after receiving the written grievance. If the Board rejects the submitted grievance, the Union may, within twenty (20) working days after the Board's decision, submit the grievance to final and binding arbitration before the New York State Board of Mediation 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.

ARTICLE XVII. SHOP STEWARDS

A. The Union may elect/appoint a maximum of two (2) Shop Stewards.

B. Shop Stewards shall use non-working hours to discharge their obligations to the Union regarding the administration of this Agreement, including the processing of grievances. This shall not however be interpreted to prevent the Steward from raising grievance matters with the District during working hours.

C. Upon request from the Shop Stewards and/or the Union, the District will consider, depending upon its operational needs, scheduling grievance meetings and/or meetings with the Superintendent, the Director, and/or the Board of Commissioners during working hours.

D. If the Shop Steward or his alternates are directed by the District to attend a grievance or negotiation session on his day off, he will be in a straight time pay status during such attendance. The Union shall be responsible for advising the District if such Steward or alternate is scheduled to be off from work when a meeting is being set. Failing such advice and clear agreement on such employee being in a pay status, this provision for attendance pay will not be in effect.

ARTICLE XVIII. VACANCIES

A. Vacancies in non-competitive classifications shall be posted on the bulletin board for such reasonable time as to afford present personnel to make written application for such positions. The District will review such applications in making its determinations, in its sole discretion, as to which applicant, if any, will be offered the vacancy.

B. Provided that the operational needs of the District are met and the employee's performance meets the required standards, if more than one person qualified for a vacancy applies for it, the position will be filled by an employee based upon his seniority and employment record.

Depending on the skills involved, the District may prioritize seniority in a department over seniority in the District in filling a vacancy or a new positioning that department. Seniority earned in a department under a temporary assignment shall not count as "seniority in a department" where there is a vacancy or new position in a department.

ARTICLE XIX. PROMOTIONS

Promotional opportunities will be filled after the District has taken into consideration, with respect to interested employees, their seniority, work performance, ability to perform the work in question, and employment record.

ARTICLE XX. DISABILITY BENEFITS

Employees covered by this Agreement will continue to be covered by the benefits of the New York State Disability Benefits Law. Such program is fully paid for by the District, except for the standard weekly contribution by employees under such program.

ARTICLE XXI. UNIFORMS; SAFETY BOOTS

A. Where required, employees will be provided, at no cost to them, with uniforms which must be worn at work and which shall not be mixed with or substituted for, wholly or partially, by uniforms not provided by the District. Such uniforms will include, at the time of commencement of employment with the District, 5 winter uniforms, 5 summer uniforms, raingear and wintergear, all of which will be maintained by the employee.

B. New employees hired by the District are required to execute an agreement providing for the deduction from their final paycheck of the cost of uniforms and boots issued to them if they leave the District's employ prior to completing their probationary period.

The District's reimbursement for the cost of safety boots shall be a maximum of \$150.00 per pair, and such reimbursement shall be available only one time per year. In order to obtain the above stated reimbursement, an employee must submit a voucher to corroborate his purchase and payment for same, and the boots purchased must be identifiable as "safety boots", as that description is given its ordinary meaning in the shoes and boots industry.

ARTICLE XXII. DRUG AND ALCOHOL 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 is using is known or suspected by him to impair job performance. Nothing in this paragraph shall be construed to require the employee to identify the drug(s) prescribed or purchased over the counter or the reason(s) therefor.

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

D. As per the Department of Transportation Regulations, the District shall have the right to require an employee to submit to a random drug test. In addition, an employee of the District will be required to submit to an immediate drug and/or presence of alcohol 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. 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.

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

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

G. A first time offender shall not be subjected to § 75 charges for drug and/or presence of alcohol use which has not resulted in his impaired work performance. A written warning, may, however, be given.

H. A first time or subsequent offender whose work performance is impaired, however, shall have the opportunity to avoid the discipline described in paragraph D by entering and completing treatment for rehabilitation. Any such employee who refuses to enter and complete treatment for rehabilitation shall be subject to discipline under paragraph D.

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

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

ARTICLE XXIII. JURY DUTY PAY

A. An employee summoned to serve as a juror on a regularly scheduled work

day shall be paid the amount of the allowance pursuant to NY Judiciary Law § 521 (at present \$40.00) or the employee's regular daily wages, whichever is greater for each of the first three (3) days of jury service. Thereafter, except for the foregoing, the District shall continue its policy of paying an employee his regular wages while serving on jury duty. The employee shall submit proof of jury service to the District immediately upon the employees' completion of such service.

B. Any employee who is summoned to serve as a juror and who notifies the District to that effect no less than 72 hours prior to the commencement of such period of service shall not, on account of absence from employment because of such jury duty service, be subject to penalty or discharge.

C. Under this provision an employee who serves as a juror must notify the governmental entity (Federal or State) which subpoenaed him for such service that he/she is receiving full pay from the District while serving on jury duty.

ARTICLE XXIV. BEREAVEMENT LEAVE

A. Employees of the District who suffer a loss in their immediate family shall be entitled to three (3) paid days of bereavement leave, commencing with the date of death, for paid time lost from work on regularly scheduled work days which are the three (3) consecutive days following the death. In the case where the date of the funeral is not within the three (3) consecutive work days following the date of death so that paid time would be lost by the employee to attend the funeral, the District will permit the employee an additional fourth (4th) day off for the day of the funeral.

B. Immediate family shall be defined to include spouse, child, parent,

sibling, parents-in-law, siblings-in-law, grandparent, grandchild, daughter-in-law, and son-in-law. A sibling-in-law shall mean the wife or husband of an employee's brother or sister, respectively, but shall not extend to the brother or sister of said sibling-in-law. In other words, sibling-in-law means brother-in-law or sister-in-law.

ARTICLE XXV. RETIREMENT PLAN: USE OF ACCUMULATED SICK AND VACATION DAYS AT RETIREMENT

A. During the term of this Agreement, the District will continue its coverage of its employees under the New York State Employee's Retirement System.

B. An employee on whose behalf contributions to the retirement system were made by a participating employer on or before April 1, 1972, can, in anticipation of retirement, apply his unused accumulated sick days towards his length of service in order to increase his retirement benefit at the time of actual retirement. The maximum number of days that can be so applied is 165 days. Any such employee who has accumulated sick days in excess of 165 can be paid for such excess unused accumulated sick days at the time of retirement in accordance with the provisions in Article X. SICK LEAVE, Paragraph B. An employee who applied a portion of unused accumulated sick days to extend his service time in order to obtain additional length of service credit may not be paid for those same days as accumulated unused days at retirement.

C. An employee who is eligible under the N.Y.S. Retirement System and its Regulations, may be entitled to the inclusion of the payment he is entitled to receive for unused vacation days in the calculation of the eligible employee's Final Average Salary. Notwithstanding Article XII. C. of this agreement, which provides that a maximum of four (4) weeks (or twenty (20) days) of vacation, regardless of date of hire, may only be accumulated (if unused) to a maximum four (4) weeks (20 days), his

accumulation may be increase to 30 days in an employee's final year of service and those number of days may be included in the calculation of an eligible employees Final Average Salary for purposes of calculating retirement benefits. Thus, for clarification purposes, accumulated vacation days as limited above at the time of retirement can be used for the calculation of Final Average Salary but not for service time, whereas accumulated unused sick days, up to a maximum of 165 days, can be applied to obtain additional length of service credit."

D. An employee who is planning to retire must notify the District by June 30 if his retirement is to take place during the following fiscal year. Failing such notice, the District reserves the right to set up a payment schedule for any accumulated benefits to which the employee may be entitled upon retirement which takes into consideration the District's cash flow situation. In any event, payment to the employee will be made no later than the fiscal year following the fiscal year which commences on the January 1 after his notification is received. Where a special circumstance has caused the employee to miss the foregoing notification date, the District may, in its sole discretion, in a hardship situation, pay all or a portion of the accumulated benefits to the employee during the immediately following fiscal year.

ARTICLE XXVI. LEAVES OF ABSENCE; FAMILY & MEDICAL LEAVE ACT

A. **General** - The District may grant a leave of absence without pay not to exceed one (1) year. Where a leave of absence without pay has been granted for a period which aggregates one (1) year, a further leave of absence shall not be considered unless the employee returns to his position and serves continuously therein for three (3) months immediately preceding the subsequent leave of absence. Absence on leave without pay for more than one (1) year shall be deemed the equivalent of a resignation from the District on the 366th day following the commencement of such

leave without pay.

B. Family & Medical Leave Act - The provisions of the Family & Medical Leave Act shall govern the granting of unpaid leaves of absence for the birth and care of a child, the employee's care of a child, parent or spouse, or an illness that renders the employee unable to work due to a serious health condition (including pregnancy disability). The terms of the Family & Medical Leave Act shall govern except that the period of an unpaid leave shall, in accordance with District practice, be up to a maximum of one (1) year.

C. Maternity/Child Care - Unpaid leave shall be granted to employees upon written application made 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, the Board, in its discretion, determines that 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 Board shall not unreasonably disapprove same. Wherever there is a conflict, the provisions in this paragraph shall be deemed superceded by the provision in paragraph B above, under the Family & Medical Leave Act.

D. Those benefits to which an employee was entitled at the time his/her leave commenced shall resume upon his/her return. Benefits will not accrue during an employee's leave of absence.

E. An employee who receives unpaid sick leave under this Article shall return to service at the same salary that he/she enjoyed before going out on maternity/child care leave, if he/she worked less than one half of the calendar year in

which the leave is taken.

F. 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 the Doctor's approval to continue work.

ARTICLE XXVII. DISTRICT VEHICLES AND OTHER PROPERTY

A. District vehicles, supplies, services, and other property are to be used only for District business.

B. District policy currently in effect with regard to credit cards, boundary limitations applicable to the use of District vehicles, etc. will remain in effect.

ARTICLE XXVIII. PERSONNEL FILES

A. Upon request by the employee, he shall be permitted to examine his official employment personnel file.

B. The District shall produce for the employee, upon his request, any material in his file.

C. There shall be only one (1) "Employee Personnel File" in which the above type of material is filed.

D. No material derogatory to an employee, his conduct, his service, his character or his personality, shall be placed in the file unless the employee has had an opportunity to read the material; and by affixing his signature on the actual copy to be

filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its contents. For the sole purpose above set forth, employees are required to affix their signature. Where the employee refuses to do so, that fact will be noted on the material by the Shop Steward.

E. The employee shall have the right to answer any material filed, and his answer shall be attached to the filed copy.

ARTICLE XXIX. MEETINGS

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

B. Such meetings will take place in the employee lunch room; will be held after hours; will be limited to a maximum of two (2) times per month; the Union will be responsible for leaving the meeting room clean and orderly; no alcoholic beverages or illegal substances will be permitted at the meetings on the District's property. Also, the request to the District for the use of the lunch room for a meeting must be made by the Shop Steward to the Superintendent.

ARTICLE XXX. BULLETIN BOARD

A. 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.

B. Materials posted must have the Shop Steward's initials on them

indicating that he has been involved in and is taking responsibility for their posting; the materials must show the date of posting and the date that they are to be taken down; nothing derogatory to the District or the Commissioners or any personnel may be posted; and, the District reserves the right to take down any material which it deems to be either inflammatory or derogatory.

ARTICLE XXXI. NO STRIKE PLEDGE

The Union and the District recognize that strikes and other forms of work stoppages by public employees are contrary to law and public policy. The Union and the District subscribe to the principal 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 strikes, work stoppages, or other concerted refusal to perform work by employees covered by this Agreement, or any instigation thereof.

ARTICLE XXXII. LABOR-MANAGEMENT; SAFETY COMMITTEE; HEPATITIS SERIES

A. There shall be a Labor-Management and Safety Committee comprised of three (3) District representatives and three (3) Union representatives (at least two (2) of whom must be employees). The Committee shall meet no less frequently than quarterly and may meet more frequently if convened by the District. The purpose of this Committee shall be to discuss and review general over-all problems within the District as it pertains to the work force and working conditions and the Committee is in no way intended to supercede the powers of the Superintendent but rather to supplement same. Either side of the Labor Management Committee, upon reasonable written notice, may request a meeting to discuss any and all matters of interest to all concerned. The Union's request shall be submitted directly to the

Superintendent. Such meeting will not be scheduled by the District unless the written proposal requesting same is accompanied by an agenda. Each such meeting will be limited to that agenda.

B. At each Labor-Management and Safety Committee meeting, the Committee shall devote a portion of its agenda to safety matters which shall include updating existing and suggesting additional safety rules and procedures.

C. The District will continue to schedule hepatitis series inoculations for its employees. An employee who declines to be inoculated shall be required to sign an OSHA Appendix "A" Declination form attached hereto as Appendix "C" confirming that he has declined being inoculated. The inoculation costs will be paid for by the District and there will be no charge to the employee.

D. With regard to work performed by employees on sewer mains and wet wells, the District agrees to adopt a safety policy which has been approved by OSHA regarding same and to distribute copies of such policy to all employees.

ARTICLE XXXIII. FOOD PROVISIONS (EMERGENCIES & UNSCHEDULED WORK)

Department Foreman or other management personnel (and if neither are present, then the senior most employee present) shall be responsible for obtaining food (e.g.: a supper meal where two (2) hours of overtime after the end of the regularly scheduled day has passed) for each involved employee at the work site, at no cost to the employee.

ARTICLE XXXIV. VOLUNTEER FIREFIGHTERS

District policy with regard to employees who are Volunteer Firefighters shall be deemed incorporated in this Agreement with the following additional provisos:

(a) An employee who is at work in an overtime pay status may not respond to a fire call; and

(b) An employee's Department Foreman and, the Superintendent may restrict and/or limit an employee leaving to answer a fire call for any reason based upon the District's operational needs.

ARTICLE XXXV. WORKER'S COMPENSATION

District policy with regard to Worker's Compensation shall be deemed incorporated in this Agreement with the following additional provisos:

(a) Assuming at least a fourteen (14) consecutive day period of missed workdays starting with that day of the period when an employee first goes on Worker's Compensation, the workdays which fall within the first seven (7) days of missed work due to a Worker's Compensation injury will be paid for at half the value of those days. The employee's salary will be continued in full for such period but his current earned sick days will be charged for the other half of the missed days.

(b) An employee will be paid for the day that an injury occurs provided, however, that if the employee does not return to work from either a doctor or hospital visit following the injury, then evidence must be presented to the District from such doctor or hospital addressing the question of whether the employee was or

was not medically able to return to work that day.

(c) The District will reserve the right to determine, in any case where the employee has been absent from work on a worker's compensation injury and supplies the District with medical advice that he cannot resume full employment, whether the employee will be permitted to return to work, and if so, on what basis. The foregoing provision will be administered under the applicable provisions of the Americans with Disabilities Act.

ARTICLE XXXVI. MANAGEMENT RIGHTS

Subject only to any express limitations in 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, subject to current statutes and applicable case law, determine the need for and extent of subcontracting and layoffs.

ARTICLE XXXVII. NON-DISCRIMINATION

The District will provide Equal Employment Opportunities in keeping with applicable Federal and State statutes in all personnel actions, including but not limited to: recruiting, hiring, and promoting without regard to race, color, religion, sex, or national origin.

ARTICLE XXXVIII. COMPENSATORY PAY

Those employees who must work at a time when other employees are not required to work (but such work time does not cause those employees to be actually

working in excess of forty (40) hours) shall be paid straight time pay on the payroll for the week in which those hours were worked. The foregoing shall also apply to acts of God or other events beyond the District's control which may result in some employee(s) working while others are relieved from work and sent home.

ARTICLE XXXIX. PLANT VISITATION

The Union shall have the right to visit the District's premises during working hours, to ascertain compliance with this Agreement, to investigate grievances, and to determine safety conditions in the District provided that the Union representative has first made his/her presence known to a District management representative, and provided further that the visitation does not interfere with the normal operations of the District.

ARTICLE XL. TERMINATION PAY

Any employee who dies or terminates service with the District for any reason, prior to taking his or her vacation or sick time for the year in which such death or termination occurs, shall be entitled to vacation and sick time compensation for that year, plus any accumulated vacation or sick days (as may be limited by the sick leave article of this Agreement) which shall be paid to the employee, or, in the case of death, to the legal estate of the decedent in accordance with the appropriate law. Payment will be made upon the filing of: (a) a certified copy of proof of death, or (b) upon receipt of written notice of termination of at least two (2) weeks prior to the effective date thereof. Payment shall be based on the employee's rate of pay at the time of termination or death, and shall be pro rated to such date.

ARTICLE XLI. DEPARTMENT OF SLUDGE DISPOSAL

Should the services of an employee be required to "heat up" the reactor, the employee will be compensated at the appropriate rate for actual hours but in any event for not less than two (2) hours.

ARTICLE XLII. DEPARTMENT OF SEWAGE TREATMENT AND DISPOSAL

In the event that the services of an employee are required to perform sampling, the employee will be compensated at the appropriate rate for actual hours but in any event not less than three (3) hours.

**ARTICLE XLIII. DEPARTMENT OF MECHANICAL AND ELECTRICAL MAINTENANCE;
DEPARTMENT OF SEWER LATERAL MAINTENANCE**

The District's on-call policy will be deemed incorporated in this article (see Article IX d).

Employees working scheduled weekend duty in the Departments of Sludge Disposal, Sewage Treatment and Disposal, Mechanical and Electrical Maintenance, and Sewer Lateral Maintenance, who work a scheduled seventh day in the week which is a Sunday will receive double their regular straight time hourly rate for such Sunday work.

ARTICLE XLIV. SUCCESSOR AGREEMENT

Negotiations for modifications to this Agreement to be incorporated in any successor agreement may be initiated by either party giving the other written notice by registered or certified mail of a request for such negotiations not later than June 15,

2011. Failing such notice, this Agreement shall be extended for an additional one (1) year without modifications.

ARTICLE XLV. TAYLOR LAW

It is agreed by and between the parties, in accordance with Article 14, §204-a of the Taylor Law, that any provision of this Agreement requiring legislative action to permit its implementation by amendment by law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XLVI. COMPLETE SETTLEMENT

It is understood and agreed that all matters in dispute or controversy between the parties hereto are completely settled, adjusted and closed by this Agreement. In addition, any claims for changes in terms and conditions of employment or other contractual terms contained in this Agreement, regardless of whether such issues were raised during negotiations leading to this Agreement, shall be deemed to be completely settled by the execution of this Agreement.

ARTICLE XLVII. LETTERS OF UNDERSTANDING

All Letters of Understanding between the parties which are either new with this agreement or which have been executed previously resolving disputes under the expired agreement or amplifying and explaining contract provisions in the expired agreement shall be deemed renewed by the parties and shall be simultaneously executed with this agreement.

ARTICLE XLVIII. DURATION

A. The duration of this Agreement shall be from January 1, 2009 through December 31, 2011.

B. This Agreement shall not be changed, altered or impaired in any manner unless consented to in writing by the parties contained herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**LOCAL 808, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

By *Charles A. Tolome*
Kevin A. [unclear]

**PORT WASHINGTON WATER
POLLUTION CONTROL DISTRICT**

By *Robert [unclear]*
Richard A. Maria
Donna Atkins
Michael [unclear]
Michael H. [unclear] atty

EXHIBIT "A"

Policies remaining unchanged and in effect notwithstanding the initial Collective Bargaining Agreement between the District and the Union:

1. Work Day/Week

The District policy shall continue that the normal straight time workweek will begin on Monday morning and end on Friday afternoon and consist of five (5) workdays of 7:00 a.m. to 3:30 p.m. with a one-half hour lunch period, aggregating 8 paid hours daily and 40 paid hours weekly.

2. Overtime

For the purposes of calculating overtime pay, although Article V indicates actual time card readings will be used, the District's practice will continue that straight time paid within the week (even if not worked) such as a paid sick day or a paid holiday, shall count as if it were time worked.

3. Retirement

An employee's date of hire will determine whether his coverage under the New York State Employee's Retirement System is contributory or non-contributory.

4. Vacation

Employees hired prior to January 1, 1994 shall be entitled to annual paid vacation computed from date of hire, as follows:

- Commencing on the first day of the calendar year following employment, the employee shall be entitled to fourteen (14) days of paid vacation for that calendar year and one additional day of paid vacation for each following year up to a maximum of twenty-one (21) days.
- Employees who have completed fifteen (15) years of service shall be entitled to twenty-four (24) days of paid vacation.
- Employees who have completed twenty (20) years of service shall be entitled to thirty (30) days of paid vacation.

- Requests for vacation time submitted to the office between January 1st and April 15th shall be granted on the basis of seniority. After April 15th, vacations will be granted on a "first come, first served" basis, regardless of seniority.

5. Sick Pay

For employees hired prior to January 1, 1994, application of unused accumulated sick leave towards retirement shall be in accordance with the rules and regulations of the New York State Employee's Retirement System.

Provided that a written request by the employee is submitted to the Board of Commissioners, the Board may grant an employee medical leave without pay.

Sick leave is to be used only for the period of time that an employee is ill or recuperating from an illness. The District can require verification of an employee's illness from his or her doctor. This will only be done when there is reason to believe that an employee is abusing his or her sick leave benefit. The District must be notified between 7:00 a.m. and 7:30 a.m. on the morning that an employee will be absent because of illness. Notification must come from the employee or a member of his family. The employee must ask to speak to his Department Foreman. If he is unavailable, ask then for the Superintendent. If the employee speaks to any other employee and asks them to relay his absence to his Foreman, it will be considered an unexcused absence. If there is an abuse of this benefit, such as a supposedly sick employee being seen engaged in other activities while on sick leave, then the District may elect to deduct that time from the employee's personal leave rather than sick leave. In case of a repeated abuse, the District may withhold an employee's pay for the day(s) that the violation(s) occurred and/or pursue other disciplinary action.

Time needed to visit a doctor for medical reasons can be taken as sick leave but permission must be obtained at least 24 hours prior to the appointment.

Where the doctor involved has weekend and/or evening hours, the Foreman is expected to utilize appointments at those times in order to avoid time lost from work. Where a visit to a doctor is to be one of a series of visits, the appointments must be set up outside of the regular working day.

6. Personal Leave

Any employee who is a duly authorized delegate or representative of a volunteer

firefighter's association or department or representative of a veteran's organization, with the approval of the District, may, without loss of salary, attend conferences or conventions of such associations, departments or organizations.

Personal leave shall be for the conduct by a Foreman of his or her personal business that can't be done after working hours; that requires his or her personal presence (and cannot be delegated to anyone else); and when granted shall not be charged against accumulated vacation or sick leave.

A request for a personal day must be explained so that a determination can be made by the District as to whether or not the request is, in fact, covered under the definition of personal leave. Simply stated that the Foreman has "personal business" is not sufficient.

Personal leave is to be used when the other categories of leave do not apply. Sick leave will not be available where a Foreman wants to take a day off but doesn't want to decrease his or her personal leave time.

If an employee requests a vacation day or a personal day off and is denied, then calls in sick on the day that he or she wanted off, it will be looked at with suspicion and accordingly proof will be required that the Foreman was actually sick that day, i.e.; doctor's note or slip from a hospital emergency room. If no proof is provided, it will be considered an unexcused absence.

7. Military Duty

Any employee participating in active duty as a member of the United States Armed Forces Reserve shall be entitled to participate in a maximum of thirty (30) days of active duty without loss of pay from the District or the loss of accumulated sick, vacation or personal time.

8. District Vehicles and/or Supplies

An employee who is required to be on call twenty-four hours per day may be authorized by the Board of Commissioners or the Superintendent to use a District vehicle equipped with a two-way radio, at all times, with the stipulation that the vehicle is not to be driven out of Port Washington without specific prior permission. IRS regulations pertaining to such use will be followed and the usage reported in the Foreman's annual statement of wages.

Gasoline credit cards, in the name of the District, are to be used for District vehicles only, not for vehicles that may be rented or borrowed by the District.

District vehicles will not be permitted to leave the peripheral boundaries of the District unless so directed.

Use of District supplies or services for other than official business is strictly prohibited, even though there is an intent to reimburse the District for use of such supplies and/or services.

9. Unremarried Spouse - Medical Benefits

The unremarried spouse of an active employee who dies after April 1, 1979, and who, on the day of death was entitled to vested retirement allowance, was at least 45 years of age and within ten years of minimum retirement age, shall be permitted to continue coverage in the program by paying an amount equal to 25% of the cost of dependent coverage for the option in which the deceased Foreman was enrolled.

10. Volunteer Firefighters

A paid leave of absence will be authorized for District employees who are volunteer firefighters for the purpose of permitting such firefighters to leave work to fight fires as provided for in Opinion Nos. 80-335-A; 77-307, 1977; and 23-286, 1967, of the Comptroller of the State of New York.

11. Opening of Mail

All mail addressed to the District or an employee in care of the District will be opened by the administrative staff before being distributed to the appropriate Foreman.

EXHIBIT "B"

Weekly "On-Call"

- The weekly "on-call" period will be from 3:30 p.m. Wednesday through 7:00 a.m. the following Wednesday. Should the "normal work hours" be changed during the terms of this agreement, it is understood that the "on-call" period will commence at the end of the regular shift on Wednesday and terminate at the beginning of the regular shift the following Wednesday.
- "On-call" will be mandatory for all employees from the Sewer Lateral Maintenance Departments and the Mechanical and Electrical Maintenance Departments. On December 1st of each year, the Superintendent will post an "on-call" schedule for the following year. Since all parties to this agreement have previously agreed that the intent is for all employees (Union as well as Management, i.e., Department Foreman) to share equally in the available overtime opportunities, the list will be prepared, in general, using a uniform repetitive order. Adjustments will be made by the Superintendent when preparing the list only as required to insure equal distribution of holiday weeks and to balance, as much as possible, overtime opportunity from year to year for the departments where the number of employees do not allow equal sharing. During the month of December, all employees in the department may review and make changes to this posted schedule: Foremen first, and then Union employees in order of seniority. This review time is meant to allow changes to be made based on personnel needs, vacations, etc. Should the equal distribution of overtime and holiday weeks be effected by these changes, it will be acceptable to the District provided all the employees sign the revised schedule to indicate their approval of same. Should the employees be unable to agree on a final schedule, a final decision will be made by the Superintendent.
- No employee will be required to stand two consecutive weeks of "on-call" duty unless he/she voluntarily agrees or if the number of available personnel in the department necessitates more frequent scheduling.
- An employee will be considered to be "on-call" for an entire "holiday" day that may fall within an "on-call" week.
- There will be one person each from the Sewer Lateral Maintenance and the Mechanical and Electrical Maintenance Departments (a total of two people) on "on-call" duty each week.

- Any changes to the posted final schedule must be submitted at least five working days prior to the start of the "on-call" week to be changed using forms provided by the District. An exception will be illness or family emergency, in which case it will be the employee's responsibility to find a replacement. It will also be the responsibility of the employee originally scheduled and his/her replacement to work out any monetary arrangements for emergency coverage lasting less than one-week (7 days) duration.
- At the beginning of each "on-call" period, the two scheduled employees will be responsible for calling the designated answering service to verify that the answering service records are accurate.
- All current policies not in conflict with the foregoing will remain in effect.

PORT WASHINGTON WATER POLLUTION CONTROL DISTRICT

HEPATITIS B VACCINE

EMPLOYEE DECLINATION

I, _____, understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Signature

This form is pursuant to OSHA Regulations (Standards - 29 CFR), Hepatitis B Vaccine Declination - 1910.1030 App A.