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South Huntington Water District And
Li Public Service Employees (So
Huntington)

1651 WD
34410 BC

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

COLLECTIVE BARGAINING AGREEMENT

APR 14 1997

EXECUTIVE DIRECTOR

between

SOUTH HUNTINGTON WATER DISTRICT, TOWN OF HUNTINGTON a
public employer, having its principal office at West 13th Street and
5th Avenue South, Huntington Station, New York (hereinafter called
the DISTRICT)

and

LOCAL 342, LONG ISLAND PUBLIC SERVICE EMPLOYEES, UNITED
MARINE DIVISION, INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO having it's principal office at 1500 William
Floyd Parkway, Shirley, New York (hereinafter referred to as the
UNION).

January 1, 1995 thru December 31, 1998

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This Agreement, made and entered into as of the 17th day of May, 1995 by and between SOUTH HUNTINGTON WATER DISTRICT, TOWN OF HUNTINGTON, a public employer having its principal office at West 13th Street and 5th Avenue South, Huntington Station, New York (hereinafter called the "DISTRICT") and Local 342, LONG ISLAND PUBLIC SERVICE EMPLOYEES, UNITED MARINE DIVISION, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, having its principal office at 1500 William Floyd Parkway, Shirley, New York (hereinafter called the "UNION").

WHEREAS, the New York State Public Employment Relations Board has certified the UNION as the collective bargaining agent on January 18th, 1978, for the unit described below, as their representative for the purpose of collective negotiations and the settlement of grievances; and

WHEREAS, it is the intention of the parties to this Agreement to insure peaceful adjustment and settlement of grievances and continue the efficient operations of the DISTRICT, and

WHEREAS, the parties have negotiated collectively over the wages, hours, and terms and conditions of employees in the unit hereinafter set forth and have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the DISTRICT and the UNION agree as follows:

ARTICLE 1 COVERED EMPLOYEES

Unit: Included: Account Clerk, Clerk Typist, Maintenance Mechanic I, Maintenance Mechanic 2, Senior Maintenance Mechanic, Senior Clerk Typist, Switchboard Operator, and all full-time clerical employees.

Excluded: Elected officials and all other employees including confidential secretary to Board of Commissioners.

ARTICLE 2 WORK SCHEDULE

SECTION A - Work Day and Work Week:

1. a) The work day for Maintenance Mechanic I and Maintenance Mechanic II, shall not be more than eight (8) hours, and the work week shall be set forth with Section C and shall not exceed forty (40) hours, except as may otherwise be provided herein. The work day shall be from 7:45 A.M. to 4:30 P.M. Except as indicated herein the daily hours shall be continuous, except for lunch periods of forty-five (45) minutes. Lunch periods shall not be included in the work day or work week.

b) If additional shifts are required in the future the work day of such shifts will be: 12:01 A.M. to 8:30 A.M. and 3:30 P.M. to 12:00 midnight. Except as indicated herein the daily hours shall be continuous, except for lunch periods of thirty (30) minutes. Lunch periods shall not be included in the work day or work week.

c) Additional shift work shall be paid for at the rate of time and one-half for the first five (5) days. After the first five (5) days employees shall receive their normal salary together with a shift differential of twenty (.20) cents per hour for the 3:30-12:00 p.m. shift and a shift differential of forty (.40) cents per hour for the 12:01-8:30 a.m. shift.

d) Additional shifts shall each consist of one man assigned from a posted list of all qualified personnel who are members of the bargaining unit. The Superintendent of the District will attempt to equalize the distribution, among all operational personnel, of assignments to an additional shift.

e) In the event an employee works sixteen (16) consecutive hours, he/she shall be guaranteed the next eight (8) hours off. In the event that the eight (8) hours off terminate during a regular work day the employee will not be required to work beyond the normal work day.

2. All clerical employees shall have a work week not exceeding thirty-five (35) hours, consisting of five (5) consecutive work days not in excess of seven (7) hours per day, Monday through Friday. The work day shall be from 8:30 A.M. to 4:30 P.M. with one (1) hour for lunch.

SECTION B - Rest Periods:

Operational employees shall be granted two rest or coffee periods. One in the A.M. and one in the P.M. Each of which shall be of a fifteen (15) minute duration and shall be scheduled at the discretion of the DISTRICT.

Office personnel shall have coffee time, and this may be taken anytime, anywhere within the DISTRICT office boundaries, as long as it does not interfere with normal business operations, as defined by the DISTRICT'S General Administrator.

SECTION C - Work Week and Holiday Duty of Maintenance Mechanics:

1. Employees who work within the classifications of Maintenance Mechanics 1 and 2 agree to work a rotating schedule under which one (1) Maintenance Mechanic shall work on Saturday, and another on Sunday. The work week for the Maintenance Mechanic who works on Saturday shall begin on the preceding Tuesday and end on the Saturday that he works. He shall return to the regular shift the Monday following the Saturday upon which he worked.

2. The work week for the Maintenance Mechanic who works on Sunday shall begin on the Sunday he works and end on the following Thursday. He shall return to work on the following Tuesday and work Tuesday through Saturday. The following Monday he shall return to the regular Monday through Friday shift.

3. If District offices are closed on a Monday, Tuesday, or Wednesday as a result of a holiday, the Maintenance Mechanic who worked the preceding Sunday shall also work the day the office is closed.

4. If the District office is closed on a Thursday or Friday due to a holiday, the employee who is to work the following Saturday shall work the Thursday or Friday.

5. The Maintenance Mechanic who works on a Saturday or Sunday shall work the normal 7:45 A.M. to 4:30 P.M. shift, with a forty-five (45) minute lunch period and shall be paid for such time at an hourly rate as provided in Article 3, Section C2.

6. Maintenance Mechanics who work on a day District offices are closed due to a holiday shall be paid at regular hourly rate as set forth within the salary schedule, plus time and one-half for time worked (By example - if the regular rate of pay is \$12.40 per hour, the pay shall be \$31.00 per hour).

In the event an employee is required to work a holiday which falls on a Saturday or a Sunday, the employee will be paid in accordance with Section 6, plus one-half of the time worked. (By example - if the regular rate of pay is \$12.40 per hour, the employee working under such circumstances shall be entitled to \$46.50 per hour).

SECTION D - Regular Call-out Pay:

When an employee is called out to report to work before or after his regularly scheduled work day, he shall be guaranteed a minimum of two (2) hours pay at his normal rate of pay. If he is furnished with work upon reporting, then he shall be paid for no less than four (4) hours at his over-time rate of pay.

SECTION E - Holidays:

The following days shall be considered holidays and days off with pay:

| | |
|-----------------------|----------------------------|
| New Year's Day | Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Fourth of July | 1/2 day Christmas Eve |
| Labor Day | Christmas Day |
| Columbus Day | 1/2 day New Year's Eve |

1. If a holiday falls on a Saturday, the preceding Friday will be given off. If the holiday falls on a Sunday, the following Monday will be given off.
2. If an employee works on a holiday, the employee shall be paid time and one-half for the hours worked in addition to the regular pay.
3. If an employee call-out is required on either the half-day holidays of Christmas Eve or New Year's Eve, the time worked will be paid for at the normal rate of pay, unless the work extends beyond the regular workday, at which point the overtime pay provision of the contract will be in effect.

SECTION F: Weekend Duty

The Agreement sets forth the understanding concerning rate of pay on weekend standby and the past practice of weekend duty and standby duty is hereby eliminated.

It is agreed that Maintenance Mechanics shall be assigned to the weekend schedule on a rotating basis; nevertheless, it is agreed that the final determination of all scheduling of Maintenance Mechanics shall be determined solely within the discretion of the Commissioners and management employees of the DISTRICT providing that nothing shall be inconsistent with this Agreement.

ARTICLE 3 SALARY

SECTION A:

1. Effective January 1, 1995:
 - a) The rates for all classifications in the bargaining unit shall receive an increase of fifty-five (.55) cents per hour.
2. Effective January 1, 1996:
 - a) The rates for all classifications in the bargaining unit shall receive an increase of fifty-five (.55) cents per hour.
3. Effective January 1, 1997:

The rates for all classifications in the bargaining unit shall receive an increase of fifty-eight (.58) cents per hour.
4. Effective January 1, 1998:
 - a) The rates for all classifications in the bargaining unit shall receive an increase of fifty-eight (.58) cents per hour.

SECTION B:

All employees who have a New York State Water Treatment Plant Operator's Certificate IB or IIB shall receive, in addition to their base pay, forty-five (.45) cents per hour for all hours paid, including overtime & standby.

The number of shop employees eligible to receive the operator's license differential shall be increased to three (3) employees from the current two (2) employees effective January 1, 1992, but is applicable only to those employees who are on the South Huntington Water District's payroll as of July 1, 1992. If any of these incumbents leave after July 1, 1992 the number of shop employees eligible to receive the operator's license differential shall be reduced to two (2) employees.

The DISTRICT, however, will continue its policy of tuition reimbursement as per Article 15, Section F, to encourage employees to obtain a Water Treatment Operator's certificate or any other training as outlined in Article 15, Section F.

SECTION C: - Overtime

1) Except as set forth in Article 2 above, each employee shall receive time and one-half pay for time worked before or after the regularly scheduled work day except if an employee at his own request leaves before his scheduled shift is completed for any reason except injury or illness for which the DISTRICT may require medical certification, he shall receive such pay provided he actually works a full eight (8) hour day.

2) The overtime rate of pay shall be equal to one and one-half times the normal hourly rate.

SECTION D - Credit Union

The DISTRICT agrees to make payroll deductions for employee deposits in the Suffolk County Employees Federal Credit Union.

SECTION E - C.O.P.E.

The DISTRICT agrees to make payroll deductions for voluntary employee contributions to Local 342, C.O.P.E.

ARTICLE 4
VACATIONSSECTION A:

Vacations for all employees shall be granted as follows:

ARTICLE 5
SICK LEAVE

SECTION A:

Each employee shall be entitled to a credit of one (1) sick leave day per month which may be accumulated by the employee up to but not exceeding a total of two hundred and fifty (250) days.

SECTION B:

The DISTRICT will pay to employees: upon retirement and/or separation after ten (10) years service except if discharged for cause; and in the event of death, to the employee's estate, for unused and accumulated sick leave days at the rate of salary upon retirement, separation or death. But in no event shall the number of days paid upon retirement, separation or death exceed one hundred and twenty-five (125) days.

SECTION C:

In order to receive credit for sick days employees absent due to sickness for more than five (5) consecutive working days shall upon request furnish their Department Head with a medical certification of such sickness.

ARTICLE 6
FUNERAL LEAVE

1. An employee shall be entitled up to four (4) days funeral leave in the event of the death of any of the employee's following relatives: husband, wife, child, mother, father, brother or sister, mother-in-law, father-in-law, and the employee's grandparent.
2. Employees shall be entitled to a two (2) day funeral leave in the event of the death of the brother or sister of the employee's lawful spouse.

ARTICLE 7
JURY DUTY

An employee who serves on Jury Duty shall, receive the difference between their normal rate of pay and the daily jury duty pay while serving on the jury.

ARTICLE 8
GRIEVANCE PROCEDURE

SECTION A:

All disputes between the DISTRICT and an employee covered by the Agreement or between the DISTRICT and the UNION growing out of a grievance or out of interpretation or application of this contract establishing

Full Anniversary Years
of Service Completed

Vacation Days Earned

| | |
|-------------|----|
| 1 to 4 | 10 |
| 5 to 9 | 15 |
| 10 | 16 |
| 11 | 17 |
| 12 | 18 |
| 13 | 19 |
| 14 | 20 |
| 15 and over | 21 |

SECTION B:

1. Request for vacation shall be submitted to the Department head by February 1st and posted by March 31st. Vacation schedules shall be decided by seniority within classification. Choice of vacation shall not, however, interfere with the normal operations of the DISTRICT, which determination shall be made by the DISTRICT in its sole discretion. All vacation days must be taken during the calendar year immediately following the anniversary year in which earned.

2. A maximum of one operational employee is to be allowed on vacation during the week of Thanksgiving.

3. Employees may be allowed to carry over a maximum of one week vacation from one year to the immediately following year with the approval of the DISTRICT in writing. The DISTRICT reserves the right to limit such carry-over to one (1) employee per year. In the event that two or more employees request such carry-over seniority shall govern.

4. Subject to the operational needs of the DISTRICT employees shall be allowed to take individual vacation days not to exceed five (5) days per calendar year upon forty-eight (48) hours prior written request.

SECTION C:

Upon retirement or separation, except termination for just cause, vacation pay for the anniversary year in which such retirement or separation takes place shall be prorated and shall be paid in cash in lieu of time off at the time of termination. In the event of such retirement or separation prior to the taking of vacation days earned during the immediately preceding anniversary year, such days shall also be paid in lieu of time off at the time of termination.

the rates of pay, rules and working conditions of such employees or out of the DISTRICT work rules shall be determined by the procedure set forth in this Article.

SECTION B - Grievances shall be processed as follows:

1. Any differences that shall arise between the employer and an employee or employees of the DISTRICT may be handled between the employee or employees personally and his or their immediate superior, or through the duly designated representative. If not adjusted satisfactorily to the employee or employees involved, it shall be disposed of in the following manner:
2. The grievance shall be presented in writing by the individual employee or representatives of the UNION and submitted to the Board of 'Water Commissioners of the DISTRICT (the "BOARD"). If a grievance is not so presented within fourteen (14) calendar days of its occurrence, it will be regarded as no longer existing and cannot thereafter be validly presented.
3. After the receipt of the grievance, the Board shall arrange a meeting for the consideration of such matter at the earliest mutually agreeable time after the matter is submitted to them.
4. Within ten (10) days of said meeting, the Board shall notify the employee and the UNION in writing of the decision of such grievance. Delay by the Board in so notifying the employee and the UNION will result in the particular claim being sustained but will not constitute an interpretation of the rule upon which the claim was based.
5. Either of the parties may have present at the meetings provided for in the foregoing any person or persons it may consider necessary to the proper consideration and settlement of the grievance.
6. In an event of failure to adjust and settle satisfactorily any grievance that may arise under this Agreement under the foregoing procedure, such grievance may be submitted to Arbitration by the UNION or the DISTRICT but not by an individual employee pursuant to this Article 8, Section C.

SECTION C: Arbitration

All disputes between the Employer and the Union concerning an interpretation or application of this contract, if not resolved by the Employer and the Union shall be resolved and determined by the American Arbitration Association in New York, New York, pursuant to the rules of said Association then in force. The award of the American Arbitration Association shall be binding on the parties and judgment may be entered thereon in any Court having jurisdiction.

SECTION D:

For the purpose of this Agreement representatives of the UNION who are employees of the DISTRICT involved in a grievance which is being handled with the DISTRICT will not suffer a deduction in pay for time spent during their regular working hours attending meetings with the DISTRICT officials.

ARTICLE 9 PAYROLL DEDUCTIONS

SECTION A: Dues

The DISTRICT agrees to deduct uniformly and consistently on each pay period from the wages of the employees covered by this Agreement, who are members of the UNION, in conformity and consistent with the laws of the State of New York, a deduction as may be authorized by the employee for UNION membership dues, provided each employee executes and files with the DISTRICT a written authorization authorizing the deduction by the DISTRICT of his regular UNION dues, as certified by the UNION, out of the wages due and payable to the employee.

SECTION B: Agency Shop

An agency shop will be implemented and all employees of the DISTRICT for which the UNION is the certified collective bargaining agent, and who are not members of the UNION, will be required to make payments as permitted by the New York State Legislature.

SECTION C:

The UNION shall furnish the DISTRICT with a certification of the amount of the membership dues.

ARTICLE 10 LAYOFFS

SECTION A:

In all personnel actions involving job title classification of employees covered by this Agreement, relating to layoffs and recall of laid-off employees, the DISTRICT will take into account the following factors:

- (1) Seniority
- (2) Qualifications and ability to perform the work required.

Seniority shall be the governing factor, except when an employee with greater seniority does not, in the judgement of the DISTRICT, have the ability or physical qualifications to perform the available job in a satisfactory

manner. The DISTRICT shall make the initial decision as to the qualifications of the job, subject to the grievance and arbitration procedure.

SECTION B:

In case of reduction in force, or elimination of a position, seniority and the ability to perform the work shall govern. Employees will be laid off within Civil Service job classifications according to the least seniority and ability to perform the work, except as otherwise provided by Civil Service Law and rules and regulations related thereto.

SECTION C:

1. It is the clear understanding of the parties, and the UNION recognizes and agrees that it is the DISTRICT'S prerogative to determine the fitness of any employee to perform any particular job, and to have the foremen assign covered employees on a daily basis consistent with past practices of the DISTRICT.

2. The DISTRICT assures the UNION that it will continue to exercise its discretion in a reasonable and fair manner, and that in the event that during the term of this Agreement, it assigns employees in a manner not consistent with past practices, that it will do so in a fair and reasonable manner, and wherever practicable, according to the criteria set forth in Articles 10 and 11.

ARTICLE 11
SENIORITY

SECTION A:

Seniority shall be based on the original date of employment with the DISTRICT.

SECTION B: Loss of Seniority

Seniority shall be terminated if an employee:

1. resigns;
2. is discharged for just cause;
3. is absent without leave and without a satisfactory explanation therefore for a period of two (2) work days;
4. upon termination of a leave of absence unless such time is extended in writing by the DISTRICT.

ARTICLE 12
GENERAL PROVISIONS

SECTION A - Military Service and Veterans

All employees covered by this Agreement who have served on active duty, or who are ordered into active duty in the Armed Forces of the United States, shall be entitled to all rights and benefits afforded them by Federal Law and other provisions of the law.

SECTION B: Probationary Employees

Employees of the DISTRICT shall be on probation during the first six (6) months of employment.

ARTICLE 13
HEALTH INSURANCE

SECTION A - Medical and Hospitalization

The DISTRICT shall pay for all employees and their dependents the full cost of the Empire Plan Plus Enhancements of the New York State Government Employees Health Insurance Program.

Any employee, however, shall have the option of enrolling in any other option permitted under the New York State Health Insurance Program, with the DISTRICT paying the full cost of the plan.

SECTION B:

Upon the death of an active employee with ten (10) years of service the DISTRICT will pay, for two (2) years, seventy-five (75%) percent of the cost to continue coverage under the State Health Insurance Plan for the unmarried spouse and dependent children of the employee. This rate of contribution will apply whether the surviving spouse is enrolled for individual or family coverage. Sole surviving children and surviving spouse of retiring employees who are eligible to continue coverage under the program will continue to pay the full cost of coverage under their particular enrollment opt option.

SECTION C - Paid-up Medical Plan on Retirement

Upon retirement of the employee the DISTRICT shall pay the full cost of the health insurance. Such insurance shall remain in effect during the lifetime of the employee, as provided in the New York State Government Employees Plan.

SECTION D - Welfare Insurance (Dental, Optical, Group Life and Accidental Death and Dismemberment)

52.50

1. Effective July 1, 1995 the DISTRICT agrees to pay the sum of \$53.50 monthly for each employee represented by the UNION. Said sum is to be paid for the purpose of furnishing: group life; accidental death and dismemberment; dental and vision care benefits under the UNION's group insurance plan. The payments are to be made by the DISTRICT directly to the LOCAL 342 INSURANCE TRUST, administrator of the plan.

2. There shall be increases in the DISTRICT contributions for the insurance covered by this Section during the life of this Agreement in the following manner:

January 1, 1996 - (\$54.50)
 January 1, 1997 - (\$55.50)
 January 1, 1998 - (\$56.50)

The UNION agrees to secure from the DISTRICT approval of any changes in the benefits provided and the DISTRICT agrees that it will not unreasonably withhold such consent.

3. Pre-Paid Legal Plan - The DISTRICT will continue to pay five (\$5.00) dollars additional per month per employee to Local 342 Insurance Trust to provide pre-paid legal benefits.

SECTION E - Disability Benefits

The DISTRICT will continue to provide Disability Insurance for off the job illness and/or injuries as provided by the State Insurance Fund.

ARTICLE 14
PENSION

SECTION A:

The DISTRICT shall provide for all eligible employees the New York State Employees Retirement System New Career Plan (Section 75i) effective the first NYSERS pension year beginning during calendar year 1987 to replace coverage under New York State Employees Retirement System Career Plan (Section 75g).

SECTION B:

All employees filing for retirement should give the DISTRICT written notice of that fact ninety (90) days prior to their last work day preceding retirement in order to expedite the processing of the employee's retirement application and to insure that upon retirement there will be no delay in receiving their retirement checks.

ARTICLE 15
GENERAL PROVISIONS

SECTION A - Plant Visitation

1. Officers or representatives of the UNION shall be admitted to the premises of the DISTRICT for the purpose of ascertaining the DISTRICT'S adherence to this Agreement and for providing assistance in the adjustment of grievances, provided however, that said UNION representative has first reported his presence to the DISTRICT before entering. The UNION agrees that in the exercise of its plant visitation rights it will not interfere with the normal conduct of business by the employees nor disrupt their work performance.
2. The UNION agrees that there shall be no UNION activity of any kind on the DISTRICT's time, or use of the DISTRICT's facilities for UNION purposes except as provided in this Agreement.
3. There shall be no UNION meetings on the DISTRICT's premises at any time.

SECTION B - Bulletin Board

A place will be provided at bulletin board locations where proper notices of interest confined to subjects in which the DISTRICT and/or employees only are involved may be posted.

No notice will be posted without permission of the DISTRICT.

SECTION C - Non-Discrimination

The DISTRICT and the UNION agree that there will be no discrimination against any employee or applicant for employment because of race, religion, creed, age, sex, color, or national origin.

SECTION D - Buttons

All employees may wear a UNION button, if they so desire.

SECTION E - Uniforms

Uniforms, rain gear and gloves shall be supplied by the DISTRICT in accordance with procedures agreed to by the DISTRICT and the UNION.

On the first working day of each year of this Agreement, operational employees shall submit to the DISTRICT a list of uniform articles (which will include Work Boots) required for the subsequent year. The list of articles required shall be prepared on an order sheet to be provided by the DISTRICT.

The order sheet provided by the DISTRICT shall set forth the prices to be paid by the DISTRICT for each article pursuant to current contracts or other arrangements existing between the DISTRICT and suppliers. In no event will the DISTRICT be obligated to spend more than Three Hundred (\$300.00) Dollars for each newly hired operational employee. After the employee's first year of hire the DISTRICT will provide two hundred (\$200.00) dollars annually. Any unused amount in one year may be carried over to the employee's account for the following year.

Each employee is required to maintain his uniform in clean and presentable appearance and good repair regardless of whether he has already utilized the full allowance available to him for the particular calendar year pursuant to this Agreement.

A continuing record shall be maintained by the DISTRICT upon which shall be recorded the employee's compliance with the requirements of this Section. On the first three occasions upon which an employee reports for work without his proper uniform in a clean and presentable appearance he shall be required to return home to obtain the proper uniform and his subsequent attendance will be subject to the DISTRICT'S work rules regarding tardiness.

On the fourth and each subsequent occasion during his employment by the DISTRICT upon which an employee reports to work without his proper uniform he shall be sent home and docked one (1) day's pay.

SECTION F - Tuition Reimbursement

Employees who attend special schools, classes, courses or water conference workshops related to their duties at the request of the DISTRICT shall, upon successfully completing the course, be reimbursed for tuition costs and transportation expenses, and shall receive their regular pay while in attendance when it is required to attend during working hours. The number of employees to attend at a given time is at the sole discretion of the DISTRICT.

ARTICLE 16 PERSONNEL FILES

SECTION A:

Upon written request, received by the General Administrator three (3) days prior to the indicated date, any employee will be permitted to examine his official employment personnel file. Such examination shall not be permitted more than once in each calendar quarter annual period and shall be scheduled for 11:30 A.M. on a Friday morning unless otherwise agreed upon between the General Administrator and the employee.

SECTION B:

There shall be only one official DISTRICT personnel file which shall be located in the Personnel Office.

SECTION C:

An employee shall have the right to file an answer to any derogatory which shall be placed in his personnel file.

ARTICLE 17
STRIKES & SLOWDOWN PROHIBITED

The UNION agrees that during the term of this Agreement neither it nor its officers nor members will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass resignations, mass absenteeism, picketing or other similar actions which would involve suspension of or interference with the normal work of the DISTRICT.

In the event that UNION members participate in such activities in violation of the provision, the UNION shall upon request instruct its members to cease from such activities and shall instruct members to return to their normal duties. Any employee participating in these prohibited activities shall be subject to any law which controls such conduct.

ARTICLE 18
MANAGEMENT RIGHTS

It is understood and agreed that the DISTRICT has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions which it deems necessary in its judgement for its welfare, advancement, or best interests of its constituency. Such management prerogative shall include but not be limited to the following rights:

1. To select, hire, promote, transfer, assign, discharge, discipline, lay off or define the duties of employees, or discontinue their positions, subject, however, to the applicable sections of the Civil Service Law and this Agreement and the grievance procedure thereunder.
2. Failure to present such a grievance as provided therein shall result in a waiver of all rights involved.
3. To install or remove equipment.
4. To maintain discipline and efficiency of employees.

SECTION A: Work Rules

1. The DISTRICT'S rules and regulations (hereinafter called "work rules") now in force and effect, are incorporated into this Agreement with the same force and effect as if the same were fully set forth herein, except where the same are changed, modified, or amended by the terms of this Agreement in which event this Agreement shall govern.
2. The work rules may not be changed, modified, or amended without the written mutual consent of the DISTRICT and the UNION.
3. Present practices in the DISTRICT, not specifically changed or amended by this Agreement, shall continue.
4. Each employee shall receive a copy of the current work rules of the DISTRICT.

ARTICLE 19
SEVERABILITY

In the event any provision of this Agreement be contrary to any law, ordinance or regulation of the State or the Federal government or any department thereof, said provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect.


ARTICLE 20
EFFECTIVE DATE OF AGREEMENT AND TERMINATION OF AGREEMENT

1. Except as noted herein, the effective date of this Agreement is January 1, 1995.
2. This Agreement shall terminate midnight, December 31, 1998.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first mentioned above.

SOUTH HUNTINGTON
WATER DISTRICT
TOWN OF HUNTINGTON

LOCAL 342 LONG ISLAND PUBLIC
SERVICE EMPLOYEES, UNITED
MARINE DIVISION, INTERNATIONAL
LONGSHOREMEN'S ASSOCIATION
AFL-CIO


Robert Richmond, Chairman


Harry Hennessey
President & General Manager

Appendix A
 Salary Schedule South Huntington Water District
 Hourly Rate - Effective January 1, 1995

| Title | Starting Salary | Start of 13th Month | Start of 25th Month | Start of 37th Month |
|--------------------------|--------------------|------------------------|------------------------|------------------------|
| Sr. Maintenance Mechanic | \$15.41 | \$17.18 | \$18.95 | \$20.21 |
| Maintenance Mechanic 1&2 | \$13.84 | \$16.13 | \$18.41 | \$19.61 |
| Sr. Clerk Typist | \$13.67 | \$15.16 | \$16.66 | \$17.86 |
| Account Clerk | \$13.61 | \$15.09 | \$16.58 | \$17.78 |
| Clerk typist | \$13.27 | \$14.69 | \$16.11 | \$17.31 |
| Switchboard Operator | \$13.27 | \$14.69 | \$16.11 | \$17.31 |

Longevity Pay schedule

| | | |
|---------------|----------|-------------|
| 10-14 years | 5.77/wk | \$300.00/yr |
| 15-19 years | 7.69/wk | \$400.00/yr |
| Over 20 years | 11.64/wk | \$600.00/yr |
| Over 30 years | 16.35/wk | \$850.00/yr |

Maintenance Mechanic #1 automatically becomes Maintenance #2 upon completion of twenty-four (24) months of service

For Employees hired prior to May 17, 1995

Appendix B
 Salary Schedule South Huntington Water District
 Hourly Rate - Effective January 1, 1996

| Title | Starting Salary | Start of 13th Month | Start of 25th Month | Start of 37th Month |
|--------------------------|--------------------|------------------------|------------------------|------------------------|
| Sr. Maintenance Mechanic | \$15.96 | \$17.73 | \$19.50 | \$20.76 |
| Maintenance Mechanic 1&2 | \$14.39 | \$16.68 | \$18.96 | \$20.16 |
| Sr. Clerk Typist | \$14.22 | \$15.71 | \$17.21 | \$18.41 |
| Account Clerk | \$14.16 | \$15.64 | \$17.13 | \$18.33 |
| Clerk typist | \$13.82 | \$15.24 | \$16.66 | \$17.86 |
| Switchboard Operator | \$13.82 | \$15.24 | \$16.66 | \$17.86 |

Longevity Pay schedule

| | | |
|---------------|----------|-------------|
| 10-14 years | 5.77/wk | \$300.00/yr |
| 15-19 years | 7.69/wk | \$400.00/yr |
| Over 20 years | 11.64/wk | \$600.00/yr |
| Over 30 years | 16.35/wk | \$850.00/yr |

Maintenance Mechanic #1 automatically becomes Maintenance #2 upon completion of twenty-four (24) months of service

For Employees hired prior to May 17, 1995

Appendix C
 Salary Schedule South Huntington Water District
 Hourly Rate - Effective January 1, 1997

| Title | Starting Salary | Start of 13th Month | Start of 25th Month | Start of 37th Month |
|--------------------------|--------------------|------------------------|------------------------|------------------------|
| Sr. Maintenance Mechanic | \$16.54 | \$18.31 | \$20.08 | \$21.34 |
| Maintenance Mechanic 1&2 | \$14.97 | \$17.26 | \$19.54 | \$20.74 |
| Sr. Clerk Typist | \$14.80 | \$16.29 | \$17.79 | \$18.99 |
| Account Clerk | \$14.74 | \$16.22 | \$17.71 | \$18.91 |
| Clerk typist | \$14.40 | \$15.82 | \$17.24 | \$18.44 |
| Switchboard Operator | \$14.40 | \$15.82 | \$17.24 | \$18.44 |

Longevity Pay schedule

| | | |
|---------------|----------|-------------|
| 10-14 years | 5.77/wk | \$300.00/yr |
| 15-19 years | 7.69/wk | \$400.00/yr |
| Over 20 years | 11.64/wk | \$600.00/yr |
| Over 30 years | 16.35/wk | \$850.00/yr |

Maintenance Mechanic #1 automatically becomes Maintenance #2 upon completion of twenty-four (24) months of service

For Employees hired prior to May 17, 1995

Appendix D
 Salary Schedule South Huntington Water District
 Hourly Rate - Effective January 1, 1998

| Title | Starting Salary | Start of 13th Month | Start of 25th Month | Start of 37th Month |
|--------------------------|--------------------|------------------------|------------------------|------------------------|
| Sr. Maintenance Mechanic | \$17.12 | \$18.89 | \$20.66 | \$21.92 |
| Maintenance Mechanic 1&2 | \$15.55 | \$17.84 | \$20.12 | \$21.32 |
| Sr. Clerk Typist | \$15.38 | \$16.87 | \$18.37 | \$19.57 |
| Account Clerk | \$15.32 | \$16.80 | \$18.29 | \$19.49 |
| Clerk typist | \$14.98 | \$16.40 | \$17.82 | \$19.02 |
| Switchboard Operator | \$14.98 | \$16.40 | \$17.82 | \$19.02 |

Longevity Pay schedule

| | | |
|---------------|----------|-------------|
| 10-14 years | 5.77/wk | \$300.00/yr |
| 15-19 years | 7.69/wk | \$400.00/yr |
| Over 20 years | 11.64/wk | \$600.00/yr |
| Over 30 years | 16.35/wk | \$850.00/yr |

Maintenance Mechanic #1 automatically becomes Maintenance #2 upon completion of twenty-four (24) months of service

For Employees hired prior to May 17, 1995

Appendix E
 Salary Schedule South Huntington Water District
 For Employees Hired After May 17, 1995
 For the Year 1995

| Title | Starting Salary | Start of 7th Month | Start of 13th Month | Start of 25th Month | Start of 37th Month | Start of 49th Month |
|--------------------------|--------------------|-----------------------|------------------------|------------------------|------------------------|------------------------|
| Sr. Maintenance Mechanic | \$12.33 | \$13.87 | \$15.41 | \$17.18 | \$18.95 | \$20.21 |
| Maintenance Mechanic 1&2 | \$11.07 | \$12.46 | \$13.84 | \$16.13 | \$18.41 | \$19.61 |
| Sr. Clerk Typist | \$10.94 | \$12.30 | \$13.67 | \$15.16 | \$16.66 | \$17.86 |
| Account Clerk | \$10.89 | \$12.25 | \$13.61 | \$15.09 | \$16.58 | \$17.78 |
| Clerk typist | \$10.62 | \$11.94 | \$13.27 | \$14.69 | \$16.11 | \$17.31 |
| Switchboard Operator | \$10.62 | \$11.94 | \$13.27 | \$14.69 | \$16.11 | \$17.31 |

Longevity Pay schedule

| | | |
|---------------|----------|-------------|
| 10-14 years | 5.77/wk | \$300.00/yr |
| 15-19 years | 7.69/wk | \$400.00/yr |
| Over 20 years | 11.64/wk | \$600.00/yr |
| Over 30 years | 16.35/wk | \$850.00/yr |

Maintenance Mechanic #1 automatically becomes Maintenance #2 upon completion
 of twenty-four (24) months of service

Appendix F
 Salary Schedule South Huntington Water District
 For Employees Hired After May 17, 1995
 For the Year 1996

| Title | Starting Salary | Start of 7th Month | Start of 13th Month | Start of 25th Month | Start of 37th Month | Start of 49th Month |
|--------------------------|-----------------|--------------------|---------------------|---------------------|---------------------|---------------------|
| Sr. Maintenance Mechanic | \$12.77 | \$14.36 | \$15.96 | \$17.73 | \$19.50 | \$20.76 |
| Maintenance Mechanic 1&2 | \$11.51 | \$12.95 | \$14.39 | \$16.68 | \$18.96 | \$20.16 |
| Sr. Clerk Typist | \$11.38 | \$12.80 | \$14.22 | \$15.71 | \$17.21 | \$18.41 |
| Account Clerk | \$11.33 | \$12.74 | \$14.16 | \$15.64 | \$17.13 | \$18.33 |
| Clerk typist | \$11.06 | \$12.44 | \$13.82 | \$15.24 | \$16.66 | \$17.86 |
| Swichboard Operator | \$11.06 | \$12.44 | \$13.82 | \$15.24 | \$16.66 | \$17.86 |

Longevity Pay schedule

| | | |
|---------------|----------|-------------|
| 10-14 years | 5.77/wk | \$300.00/yr |
| 15-19 years | 7.69/wk | \$400.00/yr |
| Over 20 years | 11.64/wk | \$600.00/yr |
| Over 30 years | 16.35/wk | \$850.00/yr |

Maintenance Mechanic #1 automatically becomes Maintenance #2 upon completion of twenty-four (24) months of service

Appendix G
 Salary Schedule South Huntington Water District
 For Employees Hired After May 17, 1995
 For the Year 1997

| Title | Starting Salary | Start of 7th Month | Start of 13th Month | Start of 25th Month | Start of 37th Month | Start of 49th Month |
|--------------------------|--------------------|-----------------------|------------------------|------------------------|------------------------|------------------------|
| Sr. Maintenance Mechanic | \$13.23 | \$14.89 | \$16.54 | \$18.31 | \$20.08 | \$21.34 |
| Maintenance Mechanic 1&2 | \$11.98 | \$13.47 | \$14.97 | \$17.26 | \$19.54 | \$20.74 |
| Sr. Clerk Typist | \$11.84 | \$13.32 | \$14.80 | \$16.29 | \$17.79 | \$18.99 |
| Account Clerk | \$11.79 | \$13.27 | \$14.74 | \$16.22 | \$17.71 | \$18.91 |
| Clerk typist | \$11.52 | \$12.96 | \$14.40 | \$15.82 | \$17.24 | \$18.44 |
| Switchboard Operator | \$11.52 | \$12.96 | \$14.40 | \$15.82 | \$17.24 | \$18.44 |

Longevity Pay schedule

| | | |
|---------------|----------|-------------|
| 10-14 years | 5.77/wk | \$300.00/yr |
| 15-19 years | 7.69/wk | \$400.00/yr |
| Over 20 years | 11.64/wk | \$600.00/yr |
| Over 30 years | 16.35/wk | \$850.00/yr |

Maintenance Mechanic #1 automatically becomes Maintenance #2 upon completion
 of twenty-four (24) months of service

Appendix H
 Salary Schedule South Huntington Water District
 For Employees Hired After May 17, 1995
 For the Year 1998

| Title | Starting Salary | Start of 7th Month | Start of 13th Month | Start of 25th Month | Start of 37th Month | Start of 49th Month |
|--------------------------|--------------------|-----------------------|------------------------|------------------------|------------------------|------------------------|
| Sr. Maintenance Mechanic | \$13.70 | \$15.41 | \$17.12 | \$18.89 | \$20.66 | \$21.92 |
| Maintenance Mechanic 1&2 | \$12.44 | \$14.00 | \$15.55 | \$17.84 | \$20.12 | \$21.32 |
| Sr. Clerk Typist | \$12.30 | \$13.84 | \$15.38 | \$16.87 | \$18.37 | \$19.57 |
| Account Clerk | \$12.26 | \$13.79 | \$15.32 | \$16.80 | \$18.29 | \$19.49 |
| Clerk typist | \$11.98 | \$13.48 | \$14.98 | \$16.40 | \$17.82 | \$19.02 |
| Switchboard Operator | \$11.98 | \$13.48 | \$14.98 | \$16.40 | \$17.82 | \$19.02 |

Longevity Pay schedule

| | | |
|---------------|----------|-------------|
| 10-14 years | 5.77/wk | \$300.00/yr |
| 15-19 years | 7.69/wk | \$400.00/yr |
| Over 20 years | 11.64/wk | \$600.00/yr |
| Over 30 years | 16.35/wk | \$850.00/yr |

Maintenance Mechanic #1 automatically becomes Maintenance #2 upon completion
 of twenty-four (24) months of service

Appendix I

SOUTH HUNTINGTON WATER DISTRICT

WORK RULES

WHEREAS, the South Huntington Water District is engaged in furnishing an essential public service vital to the health, safety and comfort of the population of the community which the district services; and

WHEREAS, the South Huntington Water District has a high degree of responsibility to the public in so serving the public without interruption of this essential service; and

WHEREAS, the South Huntington Water District cannot meet this responsibility unless it has the conscientious cooperation of its employees;

NOW, THEREFORE, the South Huntington water District Commissioners do hereby adopt the following rules and regulations with respect to the employees of the District:

ARTICLE I
PUNCTUALITY & ABSENTEEISM

Section 1: Every employee shall report for work on time and give full attention to his or her duties and responsibilities for the entire working day. In the event of absence or lateness, if at all possible, notice is required to be given to the proper supervisory personnel.

The following conduct shall be considered a violation of the above stated policy:

1. Excessive absenteeism, regardless of cause.
2. Excessive absence without leave or legitimate excuse.
3. Unauthorized absence from assigned work area, desk or station.
4. Leaving assigned work area, desk or station without being properly relieved.
5. Failure to give proper notice prior to the start of a work day.
6. Failure to produce medical certificates or other documents when requested to do so to justify absence or other leave.
7. Exceeding authorized meal, rest or break periods.
8. Early departure from office or assigned area at the end of a working day.

SECTION 2: Lateness Policy

Effective January 1, 1988 each employee shall be entitled to three (3) late days within each calender year, accompanied by a written warning each time, after which the following shall be applicable:

- a) On the fourth (4th) occasion of lateness in any calender year the employee will be suspended for one (1) day without pay.
- b) On the fifth (5th) occasion of lateness in any calender year the employee will be suspended for five (5) days without pay.
- c) On the sixth (6th) occasion of lateness in any calender year the employee will be terminated.

Not withstanding the above Article I, Section 2, in the event any employee fails to notify their Supervisor by 9:30 AM of their intent to be late for work, regardless of whether it is one of the first three occasions of lateness, the employee shall be suspended for one (1) day without pay.

SECTION 3: Time Clock

The Time Clock will be used by Maintenance and Meter Reading Personnel. Each employee will punch his or her own time card. He or she will not punch a time card belonging to another employee.

SECTION 4: Working Hours

Working hours shall be as follows:

| <u>Working Hours</u> | <u>Hours Per Week</u> | <u>Lunch Time</u> |
|---|-----------------------|-------------------|
| Maintenance & Meter Readers: 7:45 A.M. - 4:30 P.M. | 40 hours | 45 minutes |
| Administration: 8:30 A.M. - 4:30 P.M. | 35 hours | 1 hour |

Maintenance Personnel will start work as soon as assignment is received.

Meter Readers leave area by 7:50 A.M.

Office people be at desk for work at 8:30 A.M.

ARTICLE II RULES FOR ALL EMPLOYEES

1. All maintenance employees will be ready to work at 7:45 A.M., as such, by the South Huntington Water District clock.
2. There shall be two (2) coffee breaks, one (1) in the morning and the other in the afternoon. A person, or employee, shall be permitted fifteen (15) minutes for each of these coffee breaks.

Where an employee is working alone, the break or rest period shall start when the man stops work. At the end of the allotted time the employee will start work promptly.

Where there are two (2) or three (3) men crews, the work operation will not cease until the person obtaining the coffee returns to the work site with the coffee.

3. No man or work crew shall return to the main plant before 11:45 A.M.. in the morning or 4:15 P.M. in the afternoon.

4. If an assignment is completed, check with the supervisor or foreman before leaving the place of work.

5. Each employee shall be responsible for his truck and tools and further shall see to it that the truck and tools are kept clean and in proper working order. Inspection shall be made by the foreman at various times.

6. No compressor shall be hauled during a lunch hour. The compressor should be unhooked and left at the main plant.

7. No truck or equipment should be parked in the driveway or in the office area since same must be kept clear for use by others.

8. Before parking the vehicle, upon completion of work at the premises, the employee using the equipment shall be responsible for the gasing of the truck or the equipment before putting it away in the premises.

9. When finishing with a completed task, or work, no employee shall leave the area without removing debris and trash; when leaving the area, if the work or job is not completed, there shall be a reasonable, temporary clean up.

ARTICLE III - PERSONAL BEHAVIOR FOR ALL EMPLOYEES

Each employee shall appear and shall carry out a course of conduct in a manner which shall be a credit to him or to the department and the South Huntington Water District. The following actions shall be considered violations of the above stated policy.

1. Insubordination and misconduct - is defined as the willful refusal to carry out a work order issued by a person in charge of the work.

2. Insolence, rude or insulting behavior or speech directed towards persons in charge of the work or a fellow employee.

3. Conduct such as: fighting, horse playing, gambling, or immoral or criminal conduct.

4. The use of narcotics, alcoholic beverages during a working day. The carrying of alcoholic beverages or narcotics in District vehicles.

5. Any discourtesy or insolence to the consumers of the District or general public having business with the District.
6. Persistent lack of cooperation with supervisors or associates.
7. Soliciting or accepting gratuities for services rendered while in the performance of duty.
8. Marking, marring or defacing District property or other facilities.
9. Bringing of firearms, dangerous weapons or hazardous materials on District property or vehicles or carrying them on one's person during working hours.

ARTICLE IV
AFTER HOURS CALL OUT

When a man is contacted by the superintendent or one of the foremen, he will respond promptly unless excused by the caller.

When contacted by the answering service, he will answer all emergency calls promptly unless excused by the superintendent or one of the foremen.

ARTICLE V
USE OF DISTRICT VEHICLES

District vehicles may be taken home to be used for responding to calls received while on standby duty. At the end of the standby duty period, the vehicle will be returned to the District.

The employee is responsible for the vehicle and the equipment on it, while it is garaged away from the District.

All operational employees shall check condition of vehicles and equipment before use and check gas and oil. Employees shall not use vehicles or equipment found to be in an unsafe condition.

District vehicles are not to be used for personal use.

ARTICLE VI
SECURITY

The man working through Thursday will be responsible for the locking of all gates at the main plant. He will also see that all garage doors and doors to the main plant are locked on the above mentioned days.

The man working Tuesday through Saturday will be responsible for the lock up on Friday and Saturday.

ARTICLE VII
MISCELLANEOUS

When returning from an absence the employee will sign a Absence Report form, furnished by the DISTRICT.

The man working Sunday through Thursday will put out the trash on Tuesday and Thursday. The man working Saturday will put the trash out on Saturday.

ARTICLE VIII
PERSONAL LEAVE DAYS

The DISTRICT may allow time off for personal business without charging the time off against sick time and in keeping with the present practice of the DISTRICT. One half or full days may be taken with the permission of either the Plant Superintendent or the General Administrator.

ARTICLE IX
THEFT & DISHONESTY

Every employee shall alert the South Huntington Water District and advise his superior in the event he causes damage to property of the DISTRICT or observes damage occurring to the property of the DISTRICT, whether by the public or by fellow employees.

The DISTRICT'S service, reputation and confidence of the consumers and taxpayers must be maintained at the highest level.

The following acts will be considered as a violation and misconduct as that term is defined by Section 75 of the Civil Service Law of the DISTRICT'S policy:

1. Falsification of employment application.
2. Falsification of time or work reports and/or material records and reports.
3. Theft of Water District property or property of DISTRICT consumers, or fellow employees property, or theft of the general public.
4. Failure to report any theft of any materials or equipment.
5. Refusal to adhere to all security and safety regulations and refusal to assist in the preservation of DISTRICT property and facilities .
6. Failure to report all accidents to property or to persons to the foreman or superior of the employee involved.

ARTICLE X
PENALTIES & PROCEDURE

Wherever any rule herein shall conflict with the appropriate state, municipal or county law, the aforesaid law shall prevail.

Incorporated herein by reference, the rights of employees as defined in the appropriate New York State Civil Service Law and if there by any conflict contained herein, the aforesaid appropriate law shall be applicable and effective as of July 1, 1978.

ARTICLE XI
UNIFORMS


1. All operational employees must be in proper work clothing issued by the DISTRICT before any work assignment will be issued.
2. Uniforms worn by operational employees must be in clean and presentable appearance when reporting to work.
3. Uniforms are to be worn only when on duty and shall not be worn after working hours.
4. For safety reasons, operational employees must wear shoes at all times. No sneakers may be worn at any time.
5. A continuing record shall be maintained by the DISTRICT upon which shall be recorded the employee's compliance with the requirements of this Article XI (Work Rules). On the first three occasions upon which an employee reports for work without his proper uniform, in a clean and presentable appearance he shall be required to return home to obtain the proper uniform and his subsequent attendance will be subject to the DISTRICT'S rules regarding lateness. On the fourth and each subsequent occasion during his employment by the DISTRICT upon which an employee reports to work without his proper uniform he shall be sent home and docked one (1) day's pay.

SOUTH HUNTINGTON
WATER DISTRICT

LOCAL 342, LONG ISLAND PUBLIC
SERVICE EMPLOYEES, UNITED
MARINE DIVISION,
INTERNATIONAL
LONGSHOREMEN'S ASSOCIATION
AFL-CIO



Robert Richmond, Chairman



Harry Hennessey
President & General Manager