

COLLECTIVE BARGAINING AGREEMENT

between

Oceanside Sanitary District 7

&

**International Brotherhood of Teamsters
Local 553**



January 1, 2019 to December 31, 2023

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THIS AGREEMENT made and entered into this 5th day of October, 2018 by and between OCEANSIDE SANITATION DEPARTMENT DISTRICT NO. 7, TOWN OF HEMPSTEAD located at 90 Mott Street, Oceanside, New York 11572 (hereinafter designated as the "District" or "Employer"), and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 553, located at 265 West 14th Street, Suite 305, New York, New York 10011 (hereinafter designated as the "Union").

WITNESSETH:

WHEREAS, the Public Employment Relations Board of the State of New York has certified the Union as the representative of the Employer's drivers, helpers, and laborers for the purpose of collective negotiations and the settlement of grievances; and

WHEREAS, the current written Agreement between the Employer and the Union covering terms and conditions of employment expired by its terms on December 31, 2018; and

WHEREAS, the parties have met and negotiated collectively for a new Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I - RECOGNITION OF THE UNION

A. The Employer recognizes the Union as the sole and exclusive bargaining agent for its sanitation workers, which includes drivers, helpers, and laborers, excluding C.S.E.A. members.

B. Nothing in this Article shall preclude presentation of views in writing to the District by an individual employee in the bargaining unit. In such cases, however, the District agrees, upon written request of the employee, to notify the Union and to allow the Union's attendance at any conference or meeting held between the employee and the Employer on the contents of such presentation.

C. Employees covered under this Agreement may not be disciplined or discharged except for just cause and, in such cases, the District agrees to notify the Union of the action taken, together with the reason therefor, and further agrees that the Union shall have the right to

question the propriety of such action and may present the matter as a grievance to be settled under the grievance and arbitration procedures provided in this Agreement.

ARTICLE II - DUES DEDUCTIONS

A. The Employer agrees to deduct from the wages of its employees, during the first payroll period of each month, the regular dues for membership required by the Union and to remit same to the Union. Seasonal and probationary employees are excluded from such deduction.

B. The rights of the Union and the Employer under this Article shall be in conformity and consistent with the requirements of Section 208 of the Civil Service Law.

ARTICLE III - PROBATIONARY PERIOD

A. During the first 180 days of employment, new employees to whom the provisions of Section 75 of the Civil Service Law are not applicable shall be considered to be working on a trial or probationary basis, during which time they may be disciplined or discharged, with or without cause, without recourse by either the Union or the employee.

B. All new employees hired on a full-time basis shall be required to possess a CDL sufficient to operate a Sanitation Truck within one (1) year of their date of hire.

ARTICLE IV - HOURS OF WORK; OVERTIME; ROUTES; COMPENSATORY TIME

A. Unless notified otherwise, all employees must report for work and punch-in not later than 6:00 A.M. daily, unless the Town of Hempstead code prohibits such a start time, in which case the parties shall meet to re-negotiate the start time. The work day shall normally commence at 6:00 A.M. and shall continue until the assigned work is satisfactorily completed, which shall not be earlier than 12 noon but not later than 8:00 P.M. Notwithstanding the foregoing, no garbage pick-ups shall be made prior to 6:00 A.M. any day, or as per the Town of Hempstead code, if such dictates a later start. The task/job of the employee is to collect all refuse on the assigned routes and to clean debris from the assigned truck. The Employer shall use all employees to collect refuse.

B. The work week shall be from Monday through Saturday, inclusive. Although collections will be made six (6) days per week, employees usual work week will consist of a five (5) days, 30-hour work week to be achieved by a rotating schedule of one day off a week during Monday through Saturday period. Employees are required to take a meal break and rest period, at their discretion. Employees shall have a right to take one (1) hour lunch, and (2) fifteen (15) minute work breaks during any work day, which shall be considered a part of the total hours worked in any given week by an Employee. Employees may declare their lunch and break time at the end of their shifts, provided that their assigned work is satisfactorily completed and Employees comply with any hourly verification that the District requires. Employees are not eligible for overtime pay until 40 hours of work has been performed. If at any time any government agency decides that this language negatively impacts the employees' pension rights, both parties mutually agree to renegotiate the terms of this provision to comply with the agency's determination.

C. In a week in which a holiday falls, employees' scheduled for a day off on that holiday, under the rotation system will receive a day owed.

D. On at least three (3) days' notice to a Supervisor, mutual switching of an employee day-off will be accepted unless it will cause a potential staffing shortage.

E. The Employer's current practice with regard to the payment of overtime in the form of compensatory time shall continue during the period of this Agreement. For purposes of this Agreement, "Compensatory Time" shall mean that employees working more than forty (40) hours in any week shall be credited with compensatory time on the basis of an hour and one-half for each hour worked.

F. Except for emergencies, such as manpower deficiencies beyond its control (including the inability, despite reasonable efforts, to call in sufficient employees who are otherwise not scheduled for work to substitute for absent employees), the District will start every regularly scheduled route each day with three (3) people on each truck and special pick-ups with two (2) people on each truck. Where feasible and practicable, the District agrees to employ as a remedy for an understaffed day, in any of the above stated situations, sending out fewer trucks, each of which would be fully manned.

However, the parties agree that it shall not be violative of this provision, on days when absences beyond the norm occur, for the District to run the grocery route with two (2) men on a

truck and for those employees thus freed from such routes to fill in where needed to cover absent employees.

G. During the term of this Agreement, the District shall continue to make a good faith effort to evaluate the routes in order to achieve a fair distribution of workload among the employees.

H. Notwithstanding ordinary working hour, Employee shall be eligible to serve as staffing for evening meeting of the Board of Commissioners or other special weekend public relation events that the District may engage in from time to time. While under no obligation to do so, Employees may request to work as staff at these events. Employees who work at such events shall be entitled to "Compensatory Time", payable as time owed based the hours the Employee worked.

ARTICLE V - HOLIDAYS

A. All employees covered by this Agreement shall receive the following eleven (11) paid holidays at their regular rate of pay:

New Year's Day	Independence Day	Veterans' Day
Martin Luther King, Jr. Day	Labor Day	Thanksgiving Day
Presidents' Day	Columbus Day	Christmas Day
Memorial Day	Election Day	

B. Each person employed by the District shall receive one floating holiday each year provided that the utilization of the requested floating holiday by the employee is subject to District discretion, which shall be dictated by manpower and driver availability.

C. In order to be eligible to receive pay for a designated holiday or to receive full pay for a day in which no pick-up is made because of weather, natural disaster, national emergency, or similar interruption of service, an employee must have worked the two scheduled working days immediately following the designated holiday or interruption of service unless the employee presents a doctor's note, chiropractor's note, or physician assistant's note or presents a satisfactory reason to the District,

D. Should a paid holiday fall within an employee's vacation period, it will be added to the Employee's vacation period.

ARTICLE VI - VACATION

A. There shall be a "vacation period" within the District in which all employees will take their paid vacation. Said period will commence the 1st day of January of each year and end the 31st day of December. All vacations must be taken within the above time period with the approval of the General Supervisor. Subject to the staffing needs of the District as determined in the sole discretion of the General Supervisor, the vacation scheduling shall occur as follows:

- (1) Each employee shall submit his or her request to the District no later than October 1st of the preceding calendar year;
- (2) The District will allocate a maximum of two weeks' vacation to each employee, in seniority order. After each employee has been allocated two

weeks' vacation and the seniority list is exhausted, the process will start again at the top of the seniority list until all vacation has been scheduled;

- (3) The District will notify each employee prior to December 31st of the approved vacation schedule.

B. All employees, regardless of anniversary date, will have their vacations computed according to the schedule below:

- (1) After completion of one (1) year of work service, the employee shall receive two (2) weeks' vacation during the next vacation period;
- (2) After completion of five (5) years of work service, the employee shall receive three (3) weeks' vacation during the next vacation period;
- (3) After completion of ten (10) years of work service, the employee shall receive four (4) weeks' vacation during the next vacation period;
- (4) After completion of fifteen (15) years of work service, the employee shall receive five (5) weeks' vacation.

C. The term "work service" as used in this Article shall mean a period of time during which the employee receives pay from the District. In calculating whether an employee is entitled to vacation during a particular vacation period, the District shall determine the number of weeks during the preceding year for which the employee received pay from the District. If the employee shall have received pay from the District in forty-six (46) weeks or more, he or she shall receive full vacation benefits. In the event the employee shall have received pay from the District in less than forty-six (46) weeks, the employee's vacation entitlement shall be pro-rated in proportion to the number of weeks he or she received pay from the District.

D. Vacation days not used within a calendar year may not be rolled over to another year. However, for those employees who receive five (5) weeks' vacation time if they do not use one (1) of the five (5) weeks, then in first week of the January, the employee shall be paid in full for the unpaid vacation week.

E. No employee on Workers Compensation may take vacation, scheduled or otherwise, during such period of time. Any pro-rated residual vacation time will be either paid to the employee or vacation time will be assigned (at the Board of Commissioner's discretion), before December 31st of that calendar year.

ARTICLE VII - SICK LEAVE AND BUY BACKS

A. Employees shall receive up to thirteen (13) sick days per year allocated as follows: two (2) sick days in January and one (1) sick day every month thereafter, provided said employee works fifteen (15) days in said month. The use of PTO days shall count toward the fifteen (15) days.

B. The maximum number of accumulated sick and compensatory days any employee may bank is 100 days. Any employee who has more than 100 sick and compensatory days banked as of January 1, 2019, shall receive a lump sum payment on or before February 1, 2019 for the banked days, which shall be paid at the 2018 wage rate. For all other years, the lump sum payment shall be made on or before February 1 of the following years at the then current wage rate.

- C. (1) Any employee who, after reporting to work, leaves as the result of illness or injury, must immediately seek medical attention from a medical doctor, chiropractor, or physician assistant, and shall provide proof thereof to the employer within twenty-four hours.
- (2) The parties agree that the elimination of sick leave abuse is a high priority.
- (3) An employee who is absent three (3) or more consecutive days owing to sickness shall be required to present a note from a doctor/chiropractor/physician's assistant as proof of such sickness.
- (4) If an employee is sick on the day prior to or after vacation, the employee must also provide a note from a doctor/chiropractor/physician's assistant. Additionally, if an employee is out 30 or more consecutive days, paid or unpaid, said employee shall be subject to drug testing upon return to work.
- (5) Failure to comply with any of the above provisions shall be grounds for dismissal, or such other discipline as determined by the District, subject to the grievance procedure herein.

D. Retirement credit for unused accumulated sick leave shall be governed by the provision in Article X herein.

E. The District agrees to notify each employee at the end of each calendar year of the status of his accrued sick leave days and compensatory time.

F. The conversion of unused annual personal days to accumulated sick leave days shall be governed by the provision in Article VIII herein.

G. The District will honor the request made before August 15th of an Employee while in the employ of the District to Buy Back accumulated sick days and Compensatory time in a cash amount equal to one hundred percent (100%) of the employee's per diem earnings, however after the buy back the employee must have remaining no less than twenty-five (25) accumulated sick days. Payment shall be made by the District in the calendar year in which the payment is requested, but no later than December 31st.

H. Any District employee upon termination, retirement, or resignation shall be compensated in the cash equivalent amount to the full per diem amount of one hundred (100%) percent of accumulated, unused sick leave and compensatory time not to exceed one hundred (100) days. Upon the death of an employee, payment of the aforesaid accumulated days shall be made in a lump sum to the personal representative of the deceased.

I. The District reserves the right to have an employee examined by a physician of the District's choice, at the District's expense, following significant loss of time due to illness or injury, before permitting the employee to return to work.

ARTICLE VIII - PERSONAL DAYS

A. Each person employed by the District shall be entitled to three (3) personal days upon the first-year anniversary of their date of hire. All employees with twenty (20) years of service, i.e., number of years from the date of hire, shall receive two (2) additional personal day for a total of five (5) days. If an employee does not utilize the three (3) personal days within the calendar year, he shall be paid for said days in the first payroll in January of the following year.

B. Personal days may not, however, be added to scheduled vacation time or utilized the two days before or the two days after a designated holiday nor the day before or after an employee's day off. Only one of the days may be taken by an employee on a Saturday and no more than two employees shall be permitted to select day as a personal day unless approved by the Supervisor. Also, except where emergencies make such notice impossible, employees must provide the District with 72 hours' notice of the intended use of a personal day.

ARTICLE IX - UNIFORMS AND RELATED ITEMS OF CLOTHING

A. The District agrees to provide to all employees covered by this Agreement appropriate and clean uniforms, which includes rain gear and gloves.

B. All employees are required to turn in their uniforms on a regular basis to be established by the District in order that said uniforms may be cleaned.

C. All employees shall be required to wear uniforms, gloves and approved work shoes while performing the duties necessitating same. The Supervisor shall have authority to send home employees who are improperly attired for the day without pay.

D. (1) At the beginning of each year of this Agreement, employees shall be issued the following:

(i) One (1) set of rain gear to each employee;

(ii) Twelve (12) sets of gloves to each helper;

(iii) Six (6) sets of gloves to each driver

(2) Employees, at their own expense, shall be responsible for any replacement.

E. All employees shall receive Two Hundred Fifty Dollars (\$250.00) per calendar year in the month of January to reimburse each employee for the purchase of proper work shoes. All employees shall wear ankle support boots while performing their task, which shall have the safety specifications required by the Employer.

ARTICLE X - RETIREMENT PLAN (PENSION)

A. Employees covered by this Agreement shall be members of the New York State Employees Retirement Plan.

B. The District acknowledges that the employees have retirement and death benefits as afforded by the New York State Retirement Plan.

ARTICLE XI - HEALTH AND WELFARE

A. (1) All employees with twenty (20) years of service, i.e., number of years from the date of hire, shall continue to receive health insurance coverage at no cost to the employee; the District agrees to maintain health insurance coverage in reasonably similar format as currently exists.

(2) Employees with less than twenty (20) years of service, i.e., number of years from the date of hire, shall contribute to their health insurance coverage as follows:

Single coverage:

0 to 4.99 years	\$60.00 per week
5 to 9.99 years	\$40.00 per week
10 to 14.99 years	\$10.00 per week
15 to 19.99 years	\$5.00 per week

Family coverage:

0 to 4.99 years	\$90.00 per week
5 to 9.99 years	\$60.00 per week
10 to 14.99 years	\$30.00 per week
15 to 19.99 years	\$10.00 per week

Should the cost of providing health insurance coverage increase more than 10% in any single year of this contract, the parties shall meet and discuss revisions to the contribution limits as discussed in this section. Any revisions to the contribution limits must be agreed to by both parties before the revisions are implemented.

B. (1) Each person employed by the District shall receive in January of each year of this Agreement the sum of Two Hundred Dollars (\$200.00) as reimbursement for purchasing

eyewear to be used in the performance of the employee's performance of his job duties.

C. The District will provide at its own full cost and expense a dental plan for each employee.

D. Upon the voluntary retirement of an employee hired prior to March 1, 2014, provided said employee has been employed by the District for a minimum of twenty (20) years of credited service time with the New York State Retirement System, as per the rules of said System, the District shall continue to pay the entire health insurance premium and the entire premium for Medicare Part B. Employees hired on or after March 1, 2014 shall contribute to the cost of the premiums at the percentage rates set forth in paragraph A(2) above (with any sums received from the New York State Retirement System replacing wages in the calculation).

E. Notwithstanding anything to the contrary herein contained, for employees hired before March 1, 2014, the District will pay the entire cost of health insurance for a period of six (6) months for an employee who is totally disabled as the result of illness or on-the-job accident and any employee who is on authorized leave of absence without compensation, which includes salary and accrued sick leave. For employees hired on or after March 1, 2014, the District and employees shall continue to share the costs as discussed in Article XI (A), (B).

F. In the event of termination of employment, all benefits, including the District's obligation to contribute to an employee's health insurance, shall cease on the day of termination (subject to any COBRA or other right to continue the benefit at the employee's sole cost).

ARTICLE XII - GRIEVANCE PROCEDURE

A. A grievance shall be defined for the purpose of this provision as a complaint by any employee, or the District, arising from an alleged violation, difference of opinion, misinterpretation, or alleged inequitable application of the terms of this Agreement.

B. A direct order from supervisory personnel made in connection with the regular conduct of the operational business of the District under all circumstances must be carried out, and any objection thereto raised at a later time through the procedures set forth herein.

C. Formal grievances hereunder, when initiated by an employee, the Union, or the District, as the case may be, shall be processed in the manner hereinafter set forth.

D. Any grievance herein must be presented by an employee in writing within three (3) working days after it arises in order to be considered; in the event the Union seeks to interpose a grievance arising from this Agreement, same shall be presented in writing within thirty (30) days after the Union discovers, or should have discovered, such cause.

E. In the event of a written grievance, the General Supervisor shall meet with the employee and the Union's shop steward within five (5) days after receiving the written grievance. If the grievance is not then resolved, the grievance shall then be discussed between the Union representative and the General Supervisor within ten (10) days of the filing of the written grievance. If the grievance is not then resolved, the Union representative and the Union's shop steward shall meet with the District's Board of Commissioners to try and resolve the written grievance within thirty (30) days of the filing of the written grievance. In the event the grievance is not resolved in the meeting between the District's Board of Commissioners and the Union, either party may submit the matter to a final and binding arbitration before the New York State Public Employment Relations Board (PERB).

F. Grievances not involving a specific employee shall follow the same procedure as set forth hereinabove, however they shall commence with the tendering of a written grievance to the General Supervisor who shall then discuss same with the Union representative. The balance of the procedures set forth in the preceding paragraph shall then occur.

G. Any grievance tendered herein shall be submitted in duplicate and shall contain the following information:

- (1) The nature of the grievance and the facts upon which it is based;
- (2) The remedy or correction requested;
- (3) The section or sections of this Agreement, if any, relied on or claimed to have been violated.
- (4) The grievance shall be signed by the employee and/or the Union representative.

H. All costs attributable to any grievance shall be shared equally by the parties, except for each party's own attorney's fees which each shall solely bear.

I. All hearings arising hereunder shall be conducted at a local neutral site of the New York State Public Employment Relations Board.

ARTICLE XIII – WAGES

Employees shall be paid in accordance with the schedule in Exhibit A.

ARTICLE XIV - DISABILITY BENEFIT INSURANCE

The District shall maintain a Disability Benefit Insurance for its employees at a maximum employee contributory rate.

ARTICLE XV - RULES AND REGULATIONS

A. General rules and regulations governing the duties of the employees of Sanitary District No. 7 have been promulgated and approved by the Board of Commissioners of the District. On each January 1st of each year of this Agreement, the District shall supply the Shop Steward with copies of the Rules and Regulations in effect for the current year for distribution to the employees. During the course of the year any modification, addition or deletion will be posted on the employee bulletin board and the Shop Steward shall be given a copy thereof.

B. Notwithstanding the foregoing, and without derogation of the District's rights to set general rules and regulations from time to time, the District shall possess the following management rights: It is understood and agreed that Employer has the exclusive right to manage its affairs, to direct and control its operations and to independently make, carry out and execute all plans and decisions which it deems necessary in its judgment for its welfare, advancement or best interests of its constituency. Such management prerogatives shall include, but not be limited to, the following rights:

- (1) To select, hire, re-hire, fix the compensation of, promote, transfer, assign, discharge, discipline or lay off employees, or discontinue an employee's position, subject however to the grievance procedures contained in this contract. Failure to present such grievance as provided therein shall result in a waiver of all rights involved;
- (2) To make rules and regulations governing conduct, appearance and safety of employees;

- (3) To maintain discipline and efficiency of employees;
- (4) To determine schedules of work, including hours of work, subject to the terms herein;
- (5) To schedule such routes, assign such personnel to routes and equipment, to determine the number of personnel assigned to each route and/or vehicle, or to otherwise assign personnel or equipment to accomplish the tasks of the District, subject to Exh. B to this Agreement;
- (6) To install or remove equipment;
- (7) To hire such part-time, temporary or seasonal employees, under such terms and at such rate of compensation, as it deems fit;
- (8) To assign employees, regardless of job title or duties, to such tasks as shall be in the District's best interests;
- (9) To require employees who are witnesses to incidents or who are involved in incidents to provide written statements concerning same; and
- (10) To establish and maintain all other work rules and necessary and reasonable operating rules and regulations.

C. Notwithstanding the District's rights as set forth herein, it is agreed that the penalties for failure to timely call in sick for work and/or failure to report on time shall be:

- 1st offense = day of offense plus...One day suspension without pay;
- 2nd offense = day of offense plus...Two days suspension without pay;
- 3rd offense = day of offense plus...Five days suspension without pay;
- 4th offense = day of offense plus ...Ten days suspension without pay;
- 5th offense = day of offense plus...Thirty days suspension without pay;
- 6th offense = Termination.

If an employee has no infractions for six (6) months, the penalty stays at the last step instead of advancing to the next offense. If there are no offenses for a period of 3 years, then the next offense is treated as a first offense.

ARTICLE XVI - SAVINGS CLAUSE

Should any part of this Agreement be declared unlawful or unenforceable by any court or agency, the remainder of this Agreement shall remain valid, and if possible, the parties shall meet to negotiate substitute provisions for those parts so declared unlawful or unenforceable.

ARTICLE XVII - PEACEFUL SETTLEMENTS

In recognition of their respective duties and obligations in providing a municipal service and in carrying out their respective functions under a public trust, the parties hereto agree that there shall be no interruptions of service of any kind for any reason, in the form of strikes, slowdowns, or other forms of work stoppages which are contrary to law and public policy. Both parties subscribe to the principle that any difficulties between them shall be resolved by peaceful and appropriate means without interruptions of any kind in the normal duties necessary to the operation of the District. The Union affirms that it will abide by Section 210 of the Public Employees Fair Employment Act and the laws of the State of New York. The District affirms that it will abide by Section 208 of the Public Employees Fair Employment Act and the laws of the State of New York. Both parties agree that they shall at all times bargain in good faith with each other.

ARTICLE XVIII – SENIORITY & CLASSIFICATION

A. For the purposes of this Agreement, wherever an employee's longevity is referred to it shall be construed to mean the employee's seniority commencing from the date the employee was last hired.

B. In addition to the provisions already made regarding preferences in the selection of vacation, layoff and recall shall also be in accordance with seniority, provided, however, that those employees with more seniority who are retained and those employees who may be due for recall, are capable of performing the work.

C. The District agrees that if an employee who has been hired and worked for the District as a seasonal or temporary employee becomes a regular employee of the District without

a break in employment, his period of employment spent as a seasonal or temporary employee shall count as time worked for the District for the purposes of seniority.

D. The employees shall continue to be classified as Sanitation Workers as per the Nassau County Civil Service definitions.

E. All employees shall be afforded entitlements based upon seniority, which shall be only limited by manpower and driver availability and this limitation shall be at the District's reasonable discretion.

F. The Work Order, attached hereto as Exhibit B, shall be incorporated into the Agreement and dictate the assignment of routes. The list of employees named in the Work Order shall be changed as needed, based on seniority.

ARTICLE XIX - PLANT VISITATION

Officers or representatives of the Union shall be admitted to the premises of the Employer for the purpose of ascertaining the Employer'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 General Supervisor 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.

ARTICLE XX - BULLETIN BOARD

The District agrees to provide for the sole use and benefit of the Union and the employees an adequate bulletin board, which shall be used solely in accordance with the District's Rules and Regulations.

ARTICLE XXI - DEFERRED INCOME PROGRAM

The District does hereby agree to implement the Teamsters 401K Plan or a deferred income plan of the employee's choice. It is acknowledged by the parties that the District shall incur no costs with regard to this program, including but not limited to contributions, administration expense, or any other expense whatsoever. In the event that such program shall in

the future require an expense or contribution by the District, the District shall have the right to terminate participation in the plan.

ARTICLE XXII - BEREAVEMENT LEAVE

A. An employee who suffers a death of any of the following persons shall be permitted up to three (3) consecutive days paid leave from regularly scheduled work to be utilized only to arrange and/or attend funeral proceedings, the number of such days to be in the General Supervisor's discretion, (which shall not be unreasonable): spouse, child, significant other child with whom the employee resided, parent, grandparent and/or sibling.

B. An employee who suffers a death of any of the following persons shall be permitted one (1) day paid leave from regularly scheduled work: father-in-law, mother-in-law, and/or step-parent.

C. At the District's sole discretion, for good cause shown, the District may award additional bereavement days. Such award may be made on a case-by-case basis, and that the District may have awarded days on a prior occasion shall not be considered in the awarding of days on any subsequent occasion.

ARTICLE XXIII - DURATION OF AGREEMENT

A. The Union shall have the right to unchallenged representation status until December 31, 2023.

B. This Agreement shall be in full force and effect from January 1, 2019 through December 31, 2023. On or after the execution date hereof, however, either party may, by written communication to the other, initiate negotiations over modifications and changes in employees' wages, hours, benefits, and terms and conditions of employment for inclusion within a successor agreement to this one, to be effective from and after January 1, 2024. The parties agree, after the submission of such written notification, to negotiate in good faith towards reaching a written agreement. Either party may, if it so desires, utilize the services of outside consultants and/or professionals and/or lay representatives to assist in such negotiations. If the aforementioned negotiations have not resulted in a written agreement by June 30, 2024, either party may, within the meaning of the Public Employees Fair Employment Act declare that an impasse has been

reached, and thereafter invoke the assistance of the New York State Public Employment Relations Board procedures on impasse.

ARTICLE XXIV - WAIVER

Failure on the part of either party to exercise any rights or privileges granted to it, or to insist upon the full performance of any obligations created herein, shall not be construed as the waiver of any such rights, privileges, obligations, or duties, or as the creation of any custom contrary to the requirements of this Agreement.

ARTICLE XXV - SUBSTANCE ABUSE

The parties recognize that substance abuse could present a serious problem to the employees and the public which they serve. Therefore, the parties agree to accept the terms and conditions of the substance abuse program annexed hereto as Appendix A.

ARTICLE XXVI - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties relating to the subject matter. All prior negotiations and understandings are merged in this Agreement. Modification or amendment of this Agreement shall be made only in writing and subscribed to by the parties.

ARTICLE XXVII – NUMBER OF EMPLOYEES

The District shall maintain a workforce comprised of a minimum of 40 full-time and 10 part-time employees beginning on January 1, 2019.

IN WITNESS WHEREOF, the Parties have hereto caused this Agreement to be signed the day and year first above mentioned.

International Brotherhood of
Teamsters, Local 553

By: [Signature]
Title: President

By: [Signature]
Title: Shop Steward

By: [Signature]
Title: Assistant Steward 553

By: _____
Title: _____

By: _____
Title: _____

Oceanside Sanitation Department
(Sanitary District No. 7)
Town of Hempstead

By: [Signature]
Title: Chair

By: [Signature]
Title: Vice Chair

By: [Signature]
Title: Commissioner

By: [Signature]
Title: Commissioner

By: _____
Title: _____

APPENDIX A
SUBSTANCE ABUSE PROGRAM
of
OCEANSIDE SANITATION DISTRICT NO. 7 TOWN OF HEMPSTEAD

1. POLICY OVERVIEW

The District is responsible for maintaining safe, healthy and efficient working conditions for its employees and for protecting the safety and security of its equipment, facilities and the general public.

Being under the influence of any drug or alcohol on the job may pose a serious safety and health risk not only to the user but to all those who work with the user, as well as the general public. The possession, use, or sale of an illegal drug or alcohol in the work place also poses unacceptable risks for safe, healthful and efficient operations.

With these basic objectives in mind, the District establishes the following policy with the regard to the use, possession or sale of alcohol or drugs.

2. SCOPE

This policy applies to all employees subject to this Agreement.

3. PROSPECTIVE EMPLOYEES

The District may cause any prospective employee to undergo such drug and/or alcohol screening procedures as the District deems necessary. Such procedure may include a blood test, urinalysis and/or such other drug/alcohol screening procedures that the District may deem advisable. Those who test positive in such tests will be rejected. However, the prospective employee may be offered an opportunity to retest, at his or her own expense. If the retest is negative, the employee may be employed, subject to random drug and alcohol testing, during the term of the probationary period set forth in this agreement. If the retest is positive, any offer of employment will be deemed withdrawn. A prospective employee's consent to submit to such a test is a material condition of employment and the prospective employee's refusal to consent will result in a refusal to hire.

4. CONFIDENTIALITY

All medical records pertaining to drug/alcohol screening shall be held confidential by the District. Information concerning drug and alcohol screening procedures and results involving

current employees or applicants for employment will be revealed, as appropriate, only on a need-to-know basis.

5. ON THE JOB USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

- A. **ALCOHOL** - The use, sale, purchase, transfer, possession or being under the influence of alcohol while performing District business or while in a District facility or vehicle is prohibited. Consumption of alcohol in a District facility or vehicle is prohibited. Violation of this policy can result in disciplinary action up to and including dismissal, even for a first offense.
- B. **LEGAL DRUGS** - The use of a legal drug can pose a significant risk to the safety of the employees covered pursuant to this Agreement. Employees who feel, or have been informed, that the use of such a drug may present a safety risk are to report such drug use to their Supervisor. A determination shall be made by the District with regard to job-related consequences. The District shall have the right to refer the employee for a medical evaluation by a physician of the District's choice at the District's expense to determine if the legal over the counter or prescription drug which the employee is using poses a safety risk to the District, its employees and/or the general public. The District may also require the employee to provide a written report from the employee's physician that the use of such legal drug will not pose a health or safety danger. In the event the District determines that the employee is unable to perform his or her duties by reason of the use of such legal drug, the employee will be treated as if he or she were sick or disabled, and the provisions in the Agreement providing for sick leave and/or disability shall control.
- C. **ILLEGAL DRUGS** - The use, sale, purchase, transfer, possession or being under the influence of any illegal drug by an employee while in a District facility or vehicle or while performing District business is prohibited. Violation of this policy can result in disciplinary action up to and including termination, even for a first offense.

6. SEARCHES

The District reserves the right to inspect company property, including lockers, tool boxes and vehicles. The District also reserves the right to search packages, containers or vehicles

brought on company property that may conceal alcohol or drugs. This right includes employee vehicles, tool boxes, lunch boxes and other objects brought onto or existing on District property that might conceal alcohol or drugs.

Employee cooperation in searches and inspection activity is viewed as a condition of employment; refusal or failure to cooperate may result in disciplinary action up to and including termination of employment, even for a first offense.

7. ALCOHOL/DRUG TESTING

Employees may be required to take breath, blood and/or urine analysis tests or such other test as the District may require.

- A. Prior to employment;
- B. During period physical examination;
- C. During physical examination for promotions;
- D. During return to work physical examinations following extended absence, suspension or dismissal;
- E. Following certain personal or operational accidents;
- F. When there is reasonable cause or suspicion to believe that the employee is in violation of this policy; or
- G. As otherwise required by law or regulation.

8. Reasonable cause/suspicion as set forth in paragraph 7F above shall be deemed to exist when:

- A. A supervisor or any District representative reasonably believes that an employee is currently under the influence of, or impaired by, alcohol and/or drugs based on specific personal observation of the employee such as appearance, behavior, speech, breath odor, etc.;
- B. An employee has committed a rule violation or offense, or
- C. When an employee has been involved in any on the job accident or incident.

9. RANDOM SAMPLING

Notwithstanding anything to the contrary contained herein, the employer may, at random and without the need for probable suspicion, request that any employee covered by this Agreement including but not limited to probationary employees, submit to an appropriate alcohol

and/or drug screening. A refusal to submit to such screening shall automatically be considered probable suspicion and the employee then shall be required to submit to such testing as requested by the District. Refusal shall be grounds for immediate termination of employment.

10. REFUSAL

If an employee declines to provide the required sampling or to participate in the required screening, he or she shall be told by his or her supervisor or other District representative of the consequences of refusal. An employee's continued refusal to provide the required sample shall be treated in the same way as a positive test result. In the event that an employee's initial refusal shall cause such a delay as to render any alcohol or drug screening ineffective merely by such delay, such refusal shall be treated in the same way as a positive test result, notwithstanding the employee's subsequent agreement to participate in the screening process.

11. TESTING PROCEDURES

- A. The Employer may utilize any laboratory, physician, or other facility to conduct the testing as it deems appropriate, provided that said facility either (1) is certified by the Substance Abuse And Mental Health Services Administration; or (2) is a facility which uses equipment and procedures sufficiently recognized so that its results are customarily accepted as reliable by the Courts and Administrative agencies of the State of New York.
- B. Upon demand, the Employee shall immediately furnish to certified personnel the requested sample or shall proceed immediately to the designated testing location.
- C. Before being required to produce samples, the employee shall have the entire procedure explained to him. The explanation shall include the conditions under which the specimen is to be produced, and the nature in which the test results will be reported.
- D. The test or tests shall be administered by the testing personnel pursuant to its normal and regular procedures, which shall adhere to standard industry practices concerning collection and chain of custody procedures. The testing facility will use reliable and recognized screening and confirmatory procedures.
- E. The Employer may request the clinic personnel administering the test to take such steps as they deem necessary to detect tampering or substitution. The District's representative may be present while the employee is producing the specimens.

- F. Where applicable, if a sample yields a positive test result, another sample from the same specimen shall be retested.

12. VIOLATIONS

Refusal by an employee who is required to take a drug/alcohol screening test or the detection of a prohibited substance during a test authorized by this policy will constitute a violation of this policy.

Employees violating any provision of this policy will be subject to discipline up to and including dismissal, even for a first offense.

13. EMPLOYEE ASSISTANCE PROGRAM (EAP)

A. The District hereby implements the Employee Assistance Program, hereinafter EAP. This program is designed to assist employees in rehabilitating themselves from drug or alcohol abuse or addiction.

B. Employees who recognize that they have a drug or alcohol abuse problem may voluntarily, of their own accord, seek the services of the Employee Assistance Program. There will be no discipline if such voluntary referral occurs prior to the detection by a Supervisor or other District representative of prohibited drug or alcohol use. Such voluntary admission by the employee will be held confidential.

C. When an employee voluntarily notifies the employer directly of his or her problem of substance abuse and, at no cost to the District, enters into a rehabilitation program, the employee shall, if physically able, be allowed to continue his or her employment.

D. In the event that a co-worker develops a reasonable belief that an employee is unsafe to work or otherwise is in violation of this policy, the co-worker shall inform the employee of that belief and refer him or her to the Employee Assistance Program. An on duty employee so referred will not be charged with a violation of this policy if he or she ceases work immediately and proceeds immediately, or at the first available opportunity, to a treatment professional and/or facility. In such circumstances, the co-worker making the referral shall cause notice to be given to the referred employee's supervisor that a co-worker EAP referral is in progress. Upon receipt of such notice the supervisor shall relieve the employee from duty, but not from service, and shall note him or her as "sick".

E. An employee referred by a co-worker to the EAP shall be considered a "voluntary" or self-initiated referral and shall be treated in the same confidential matter as

prescribed in that section of this policy. Any report by any co-worker of a reasonable belief of a violation of this policy shall be held confidential by the employer.

14. SECOND CHANCE

A. In the event that an employee has been terminated as a result of the violation of this policy, the employee shall be given an opportunity to enter into a rehabilitation program. If within six (6) months, but not less than thirty (30) days after the initial positive test report, the employee shall submit written proof of successfully completing a substance abuse program, he or she shall be given consideration for re-employment with no loss of seniority. Nothing herein, however, shall require the District to rehire any employee terminated as a result of this policy.

B. If the District chooses to rehire the employee, such re-employment will be subject to a probationary period of six (6) months, during which time the employee shall be subject to such random testing as the District shall choose to require, without the necessity of establishing probable suspicion. Any positive test result will result in immediate discharge. If the employee completes the probationary period without a positive drug or alcohol test, the probation shall be removed. Such testing shall be in accordance with the rules and regulations of the NYS Department of Transportation, or such other governing governmental rule or regulation.

C. Notwithstanding Article XVIII, any employee rehired pursuant to this policy shall retain seniority back to the employee's last hire prior to termination pursuant to this policy.

LAST CHANCE AGREEMENT

In consideration of the Sanitary District No. 7 willingness to reconsider employment,

I, _____ agree:

- (1) To abstain from using, possessing or trafficking in illegal drugs at any time;
- (2) Not to report to work, under the influence of alcohol and not to possess or consume alcohol while at work or working; or prior to reporting for work;
- (3) To devote my best efforts to an earnest and sincere effort at rehabilitation and to follow my counselor and therapist's directions and recommendations;
- (4) To authorize persons involved in counseling, diagnosing, and treating me to disclose to my designated employee representative my progress and cooperation, my drug and alcohol use, and any dangers they perceive in connection with me performing my job duties;
- (5) To cooperate in a test of my breath or urine for evidence of alcohol/drug use as set forth by either D.O.T. Regulations and/or a Dept. of Transportation (D.O.T.) certified and recognized Substance Abuse Professional on completion of rehabilitation; and
- (6) To cooperate fully with all sections of the Districts Substance Abuse Program.

I understand and agree that I may be terminated from my job without recourse if I violate or revoke any paragraphs of this Agreement.

Signature

Date

EXHIBIT A

Wage Schedule

	1/1/19	1/1/20	1/1/21	1/1/22	1/1/23
Start	30,000.00	30,750.00	31,518.75	32,306.72	33,114.79
1 Yr.	32,000.00	32,800.00	33,620.00	34,460.50	35,322.02
2 Yrs.	35,000.00	35,875.00	36,771.88	37,691.17	38,633.45
3 Yrs.	37,500.00	38,473.50	39,398.44	40,383.40	41,392.99
4 Yrs.	41,000.00	42,025.00	43,075.63	44,152.52	45,256.33
5 Yrs.	44,500.00	45,612.50	46,752.81	47,921.63	49,119.68
6 Yrs.	48,800.00	50,020.00	51,270.50	52,552.26	53,866.07
7 Yrs.	51,500.00	52,787.50	54,107.19	55,459.87	56,846.36
8 Yrs.	55,000.00	56,375.00	57,784.38	59,228.98	60,709.71
9 Yrs.	58,500.00	59,962.50	61,461.56	62,998.10	64,573.05
10 Yrs.	62,000.00	63,550.00	65,138.75	67,767.22	68,436.40
11 Yrs.	65,500.00	67,137.50	68,815.94	70,536.34	72,299.75
12 Yrs.	69,000.00	70,725.00	72,493.13	74,305.45	76,163.09
13 Yrs.	72,500.00	74,312.50	76,170.31	78,074.57	80,026.44
14 Yrs.	75,500.00	77,387.50	79,322.19	81,305.25	83,337.87
15 Yrs.	78,000.00	79,950.00	81,948.75	83,997.47	86,097.41

The minimum rate of pay for part-time employees shall be \$15.00 per hour.

The District shall pay each driver the sum of \$7.00 per day that the driver is assigned to, and drives, a Sanitation Truck.

Exhibit B

