

AGREEMENT

BETWEEN THE

OCEANSIDE SANITATION DISTRICT NO. 7,

TOWN OF HEMPSTEAD

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,

LOCAL 1000, AFSCME, AFL-CIO

OCEANSIDE SANITATION DISTRICT NO. 7 UNIT, of

NASSAU MUNICIPAL EMPLOYEES LOCAL 882

January 1, 2020 through December 31, 2026

Extended January 1, 2027 through December 31, 2030

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THIS AGREEMENT made and entered into this 15th day of November 2019 by and between the OCEANSIDE SANITATION DEPARTMENT (SANITATION DISTRICT NO. 7), TOWN OF HEMPSTEAD, located at 90 Mott Street, Oceanside, New York 11572 (hereinafter designated as the "DISTRICT" or "EMPLOYER", and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, LOCAL 882, located at 3 Garet Place, Commack, New York 11725 (hereinafter referred to as the "CSEA or ASSOCIATION").

WITNESSETH:

WHEREAS, the EMPLOYER and CSEA are parties to a current collective bargaining agreement with the terms of January 1, 2014 through December 31, 2020; and

WHEREAS, representatives of the respective agreement have engaged in collective negotiations for the purpose of reaching a successor Collective Bargaining Agreement; and

WHEREAS, the terms of the AGREEMENT shall be January 1, 2020 through December 31, 2026; and

WHEREAS, the terms of the AGREEMENT were amended in June 2021 to extend the AGREEMENT for an additional four years January 1, 2027 through December 31, 2030.

NOW, THEREFORE, the collective bargaining agreement between the parties shall be modified as of January 1, 2020, to the extent set forth herein. Except for modifications in language to provide implementation of this agreement, the provisions of prior collective bargaining agreements shall remain in full force and effect and shall be part of this agreement.

ARTICLE I – DUES DEDUCTIONS

The Employer agrees to deduct from the wages of its non-probationary employees, during the first payroll period of each month, the regular dues for the membership required by the Association and to remit same to the Association.

ARTICLE II – PROBATIONARY PERIOD

During the first ninety (90) days of employment which may be extended an additional ninety (90) days at the discretion of the District, 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 period during which time they may be disciplined or discharged with or without cause, without recourse by either the Association or the employee.

ARTICLE III – HOLIDAYS

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

New Year's Day	President's Day	Labor Day
Columbus Day	Independence Day	Memorial Day
Thanksgiving Day	Election Day	Veteran's Day
Martin Luther King Day	Christmas Day	

All non-probationary employees employed by the District shall receive one (1) floating holiday in each year during the term of this Agreement.

In order to be eligible to receive pay for a designated holiday, an employee, unless excused by the presentation of a medical doctor, physician assistant or chiropractor's note or a confirmed reason satisfactory to the District, must have worked the two (2) scheduled working days preceding and the two (2) scheduled working days immediately following the designated holiday.

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

ARTICLE IV – VACATIONS

All vacations may be taken upon reasonable notice and prior approval of the District.

Non-probationary employees earn and are entitled to a vacation on a weekly pro-rata basis as follows:

After completing six months of service – one week of vacation

After the first year of service to the completion of the fifth year of service – two weeks' vacation per year

After the sixth year of service to the completion of the tenth year of service – three weeks' vacation per year

After the eleventh year of service to the completion of the fourteenth year of service – four weeks' vacation per year

From the fifteenth year of service thereafter – five weeks' vacation per year

An employee earns and is entitled to vacation only during those periods when he/she is receiving a paycheck from the District, except for a period of up to six (6) weeks where the absence from work is the result of an accident or illness, then in such event such weeks shall be included in full in the computation of the employee's vacation entitlement.

In the event vacation days are not used in each calendar year, they may be accumulated as provided in Article VIII.

In the event an employee leaves anytime without actually earning the vacation time advanced, he/she shall fully reimburse the District for that advanced time.

ARTICLE V – SICK LEAVE

All non-probationary employees shall have a maximum of thirteen (13) sick days per year, and in the event sick leave days are not used in each calendar year they may be accumulated as provided in Article VIII.

An employee who is absent four (4) or more consecutive scheduled workdays owing to sickness shall be required to present a medical doctor, physician assistant or chiropractor's certificate.

An employee after completing probation earns and is entitled to sick leave in the following manner: After completion of the month of January he/she is entitled to two (2) days, for every month completed thereafter through the end of the year, one (1) day per month, but only the period when they are receiving a paycheck from the District.

An employee earns and is entitled to sick leave on a weekly pro-rata basis. An employee earns and is entitled to sick leave only during those periods when he/she is receiving a paycheck from the District, except for a period of up to six (6) weeks where the absence from work is the result of an accident or illness, then in such event such weeks shall be included in full in the computation of the employee's sick time.

The District may grant additional sick leave to an employee who has expended all sick leave and such additional sick leave shall be charged against the employee's accrued vacation, compensatory time, and personal days.

ARTICLE VI – PERSONAL REASON DAYS

All non-probationary employees shall be entitled to five (5) personal days off with pay per year. Personal days are credited on January 1st for employees who have completed one (1) year of service and for others it is accrued on a pro-rata basis. Example: Hired 2/1/14, on 8/1/15 has accrued 2 days (6 months employed divided by 12 and multiplied by 5 equals 2.5 days).

Unused personal reasons days at each calendar year's end shall be accumulated as provided in Article VIII.

An employee earns and is entitled to personal days only during those periods when he/she is receiving a paycheck from the District, except for a period of up to six (6) weeks where the absence from work is the result of an accident or illness, then in such event weeks shall be included in full in the computation of the employee's personal days entitlement.

ARTICLE VII – COMPENSATORY TIME

An employee who works more than forty (40) hours in any week shall be credited with compensatory time on the basis of time and one-half which may be then used as additional vacation days off or accumulated as provided in Article VIII. The compensatory time that has been accredited to an employee within a calendar year may, at the employee's request, be paid as set forth herein.

ARTICLE VIII – ACCUMULATED VACATION, SICK LEAVE AND COMPENSATORY TIME

The employer's current procedure with regard to the payment of overtime in the form of compensatory time shall continue during the term of the Agreement.

All District employees covered under this Agreement may accumulate unused vacation days up to a total of one hundred (100) days. Also, all District employees may accumulate unused personal days, floating days, sick leave, and compensatory time up to a total of two hundred (200) days.

If an employee has accumulated more than two hundred (200) days as provided above, the employee must sell, and the District must buy back at the then current date of per diem earnings so that by December 31, 2020 the employee's accumulated days will not exceed the maximums.

Request for payment and the payment itself shall be made in accordance with Article IX of this Agreement entitled: "Buy-Back".

A District employee covered under this Agreement upon termination, separation, retirement, or resignation while in the employ of the District shall be compensated in the cash equivalent amount to the full per diem amount of one hundred percent (100%) of accumulated unused vacation, sick leave, floating days, compensatory time, and personal days *regardless of the amount of credited service time*. The employee may request that any compensation due them be paid in a lump sum, weekly or monthly installments for the balance of the calendar year.

An employee in contemplation of retirement shall have the right to use all of his/her accumulated time prior to their scheduled retirement.

"Service Time" is defined as all credited time purchased, transferred, or otherwise credited to an individual under the New York State Retirement System.

Upon the death of an employee while in the service of the District, payment of the aforesaid accumulated days shall be made in a lump sum to the personal representative of the deceased.

ARTICLE IX – BUY-BACK

It is the intention of the parties hereto that an employee may not accumulate more than two hundred (200) days (the maximum). For employees who have accumulated more than the maximum, the reduction will be accomplished as provided herein.

A. The District, at its discretion, will honor any requests made for the buy-back of accumulated days made before August 31st. Payment will be made within thirty (30) days. Request for buy-back after August 31st will be paid by January 31st of the following year.

B. Notwithstanding anything to the contrary contained herein, if the employee has accumulated more than two hundred (200) days the employee must sell, and the District must buy back accumulated days so as to reduce the maximum accumulated days as follows:

As of December 31, 2020 – no more than 200 days

As of December 31, 2021 – no more than 150 days

As of December 31, 2022 – no more than 100 day

Thereafter, no more than 100 days at the end of each succeeding year

Payments are to be made in accordance with paragraph A above. Payment will be paid in a lump sum unless the parties agree that payment should be made in installments.

Employees must have a minimum of twenty-five (25) days left in their accrual bank in order to participate in the buyback.

Any member of this bargaining unit may elect to "pass-along" to another member of the bargaining unit a maximum of ten (10) accumulated days per calendar year at the lesser or equal rate of pay to a member that is on a "no-pay status" due to extended illness.

ARTICLE X – UNIFORMS AND RELATED ITEMS OF CLOTHING

The District shall pay to each non-probationary employee in January in each year of this contract the sum of one hundred and fifty dollars (\$150.00) in lieu of shoes.

ARTICLE XI – 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 XII – HEALTH AND WELFARE

The District agrees to continue its present policy of payment in full of the cost for employees covered under this Agreement towards health and welfare coverage under the New York State Health Insurance Program (Empire Core plus all enhancements option 7) or equal.

A. Effective January 1, 2020 employee's contribution towards health insurance coverage will be as follows:

		<u>Single Coverage:</u>	
Years of Service			Contribution
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

		<u>Family Coverage:</u>	
Years of Service			Contribution
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

Effective January 1, 2022 employee's contribution towards health insurance coverage will be as follows:

Single Coverage

Years of Service	Contribution
0 to 4.99 years	\$60.00 per week
5 to 9.99 years	\$50.00 per week
10 to 14.99 years	\$20.00 per week
15 to 19.99 years	\$10.00 per week

Family Coverage

Years of Service	Contribution
0 to 4.99 years	\$90.00 per week
5 to 9.99 years	\$70.00 per week
10 to 14.99 years	\$40.00 per week
15 to 19.99 years	\$20.00 per week

After twenty (20) years of credited service time as defined in amended Article VIII herein, the District shall provide health insurance coverage at no cost to the employee. This provision has no effect on non-probationary employees who have coverage under the prior existing Agreement.

B. Health Insurance Declination: Effective January 1, 2022. Employees eligible to receive similar health insurance coverage from another source (i.e., another employer, spouse, etc.) may voluntarily decline health insurance coverage and shall receive the following payments for health insurance declination.

Family / \$6000.00

Individual / \$4000.00

Payment shall be made in December of the year health insurance was declined.

The District shall pay to each non-probationary employee in January in each year of this contract the sum of three hundred dollars (\$300.00) in lieu of optical care.

The District will provide at its own full cost and expense a CSEA Dutchess dental plan or equal.

The District agrees to continue the practice of providing continued health insurance premiums for the retired personnel and reimbursing the retiree's Medicare premium cost. This provision shall survive this contract and shall be carried forward in any CSEA contract or any other agreement with the employee.

In reference to employees on authorized leave of absence or sick leave, the District shall provide coverage as follows:

The District will pay the entire cost of an employee's participation in the State Health Insurance Program for a period of three (3) months under the following conditions:

1. The employee is totally disabled as a result of a sickness or injury.
2. The employee must be on authorized leave of absence without compensation which shall include salary, vacation time or sick leave accrued.
3. The employee shall cooperate fully with the District in filing the appropriate forms as required by the state health insurance program for a waiver of premium.
4. In the event the waiver of premium is granted and at the expiration of the waiver of premium period as determined by the State Health Insurance Program, the District may pay up to an additional nine (9) months of total cost of including the employee in the State Health Insurance Program.

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

Childcare leave shall be provided without pay or benefits to employees for parenthood. Leave, including any accrued leave entitlements utilized, must commence within one hundred twenty (120) calendar days of the birth of a child parented by the employee, or within one hundred twenty (120) calendar days of the adoption by an employee of a child less than five (5) years of age. Such leave shall extend up to one (1) calendar year inclusive of the use of accrued leave entitlements, except that the District may elect to extend up to one (1) additional calendar year leave of absence (for a total maximum of two [2] calendar years), in accordance with Rule 21 of the Town of Hempstead Civil Service Commission. Birth mothers may use their sick time for prenatal or postnatal care when substantiated by a doctor's certificate. No more than one (1) marital spouse may be on childcare leave at any one time. No employee shall be eligible for childcare leave until after the completion of one (1) year of actual completed service.

Family care leave without pay or benefits may be provided to employees who have an immediate family member whose medical condition requires someone's presence. Such leave shall not exceed one (1) year, inclusive of any accrued leave entitlements and excluding sick leave. No more than one (1) marital spouse may be on family care leave at any time. Eligibility for family care leave shall be limited to employees who have one (1) year of service or more. A leave request for this purpose shall not be unreasonably denied.

ARTICLE XIII – BEREAVEMENT LEAVE

During the term of this agreement, each employee for each occurrence shall be entitled to bereavement leave, without loss of pay, as follows:

A. Three (3) consecutive working days in the event of the death of any of the following: husband, wife, significant other with whom the employee resides, child, parent and/or sibling, grandparent, father-in-law, mother-in-law, grandchildren.

B. One (1) working day in the event of the death of any of the following: stepchild and/or stepparent, brother-in-law, or sister-in-law when a letter from the employee is presented to the department head verifying the relationship to the deceased.

C. There shall not be any accumulation of any authorized but unutilized bereavement leave.

ARTICLE XIV – WAGES

A. Minimum Starting Salaries and Steps

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Office Staff:	\$50,000	\$55,000	\$60,000	\$65,000	\$75,000.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Mechanics:	\$65,000	\$70,000	\$75,000	\$80,000	\$85,000

Sanitation Supervisor: \$10,000 over the highest paid Sanitation Worker

Mechanic Supervisor: \$ 10,000 over the highest paid Mechanic

Maintenance Supervisor: \$10,000 over the highest paid Maintenance Worker

Special Pick-Up Supervisor: \$10,000 over his/her existing salary

B. Effective January 1, 2020 and January 1st of each year of the agreement (January 1, 2020 through December 31, 2026) all employees shall receive a 3% salary increase or step increase when applicable. **Effective January 1, 2022, if the Cost of Living Adjustment (COLA) percentage is higher than 3%, then the COLA percentage shall be paid.**

C. Salary Adjustment: January 1, 2020 the following employees shall receive a salary adjustment in lieu of the 3%. The salary adjustment will bring each employee listed below base salary up to the amount indicated.

David Johnson - \$81,948.75, Jerry Liotti - \$90,000, Jackie Urli - \$75,000, Frank Catapano, John Colalillo and Jay Tavalaro - \$105,000 each. Effective January 1, 2021 and January 1st of each year of the agreement these employees will receive the 3% annual salary increase.

D. All employees shall receive the following increases to their current salary as follows:

Effective January 1, 2027	\$7500.00
Effective January 1, 2028	3.5%
Effective January 1, 2029	3.5%
Effective January 1, 2030	3.5%

If COLA percentage is higher than the salary increase amounts referenced above, then the COLA percentage shall be paid.

D. (1) Salary Adjustment (2021 / 2022)

The following employees John Kass and Stacy Ward shall receive a salary adjustment of \$5000 dollars added to their base effective upon approval of this agreement (June 2021 MOA); which shall be paid pro rata for the remainder of 2021; and an additional \$5000 dollars on January 1, 2022 in lieu of the 3% increase. Noslen Gorina salary shall be adjusted to \$60,000 dollars upon approval of this agreement and the increase shall be paid pro rata for the remainder of 2021.

D. (2) Longevity:

Effective January 1, 2022 employees with 30 – 37 years of service shall receive an additional \$1000 dollars included in their annual salary for each year of service between 30 and 37 years of service with the District.

ARTICLE XV – RULES AND REGULATIONS

A. The District may from time to time adopt rules and regulations governing the operation of the District. These rules and regulations are incorporated herein and are an integral part of this Agreement.

B. In addition to the District's right to set general rules and regulations from time to time, the District shall possess the following management rights: It is understood and agreed that the 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 salaries of, promote, transfer, assign, discharge, discipline or lay off employees, or discontinue their position, subject however to the grievance procedure 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;

5. To hire such part-time, temporary or seasonal employees, under such terms and at such rate of compensation as it deems fit;

6. To establish and maintain all other work rules and necessary and reasonable operating rules and regulations.

C. Commercial Driver's License (CDL):

All new hires must obtain a Commercial Driver's License (CDL) within the first year of employment in the bargaining unit. Titles of Treasurer, Secretary to the Board and Clerk Typist are excluded from his requirement.

D. New York State DMV – Motor Vehicle Inspector License:

All current Mechanics with less than five (5) years of employment with the District must obtain a Motor Vehicle Inspector License within one year of the ratification of this Agreement.

All newly hired Mechanics must obtain a Motor Vehicle Inspector License within two (2) years of employment.

E. The District shall maintain the following full-time minimum staffing requirements:

Sanitation Supervisors	4
Mechanics	2
Mechanics Supervisor	1
Maintenance Workers	3
Maintenance Supervisor	1
Office Staff	4
Mechanic Helper	1

However, the District shall be given a reasonable amount of time to replace a member of the staff in any category that is no longer employed by the District. In addition, this provision shall take effect only after all current arbitrations between the parties have been resolved.

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 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 any 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 differences between them shall be resolved by peaceful and appropriate means without interruption of any kind in the normal duties necessary to the operation of the District.

ARTICLE XVIII – ASSOCIATION VISITATION

Officers or representatives of the Association 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 the Association representative has first reported his/her presence to the Employer before entering. The Association agrees that in the exercise of its visitation rights, it will not interfere with the normal conduct of business by the employees nor disrupt their work performance.

ARTICLE XIX – 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, when initiated by an employee, or the Union shall be processed in the manner hereinafter set forth.

D. Grievances must be presented by an employee in writing within five (5) working days after the alleged violation arise in order to be considered by the General Supervisor and the District's Board of Commissioners; in the event the Union seeks to interpose a grievance arising from this Agreement, it shall be presented in writing within 30 days after the Union discovers or should have discovered, such cause to the General Supervisor and the District's Board of Commissioners.

E. In the event the grievances involve an employee covered by this Agreement, the employee shall present it in writing to the employee's immediate supervisor who shall discuss same with the employee in an attempt to resolve it. If it is not so resolved, the employee together with the Union Representative shall discuss the grievance with the General Supervisor. If the grievance is not then resolved, the employee together with the Union Representative may present the grievance to the District's Board of Commissioners. If the grievance is not then resolved with the Board of Commissioners, either party may submit the matter to a final and binding arbitration before the American Arbitration Association.

F. Grievances not involving a specific employee shall follow the same procedure as set forth above, however the written grievance shall be presented to the General Supervisor and the District's Board of Commissioners for discussion with the union representatives. If unresolved the balance of the procedure set forth in the preceding paragraph shall occur.

G. Grievances submitted 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 the 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 the American Arbitration Association conducting the arbitration shall be shared equally by the parties, except for each party's own attorneys' fees which each shall solely bear.

ARTICLE XX – 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 all obligations created herein shall not be construed as waiving any such rights, privileges, obligations or duties, or as creating any custom contrary to the requirements of this Agreement.

ARTICLE XXI – IN-SERVICE TRAINING SESSIONS

The District may, as it deems appropriate, require employees to attend in-service training sessions. Attendance of the employee is required unless excused by the District General Supervisor. Employees attending shall be compensated as the District deems appropriate.

ARTICLE XXII – 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 XXIII – DEFERRED INCOME PROGRAM/ NEW YORK COLLEGE SAVINGS PROGRAM

The District does hereby agree to implement the New York State Deferred Compensation/New York College Savings Program. 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 XXIV – MISCELLANEOUS

A. Workday/Workweek

1. Office Staff and Special Pick-Up Supervisor – work hours shall be Monday through Friday 8:00 am to 4:00 pm.

1.(a) Office staff may take their breaks at the end of the day (3-4 pm) as long as (1) staff member remains, and so long as the Office Staff agree to the person who will take his/her lunch break on a given day. No one member of the Office Staff may take more than two lunch breaks at the end of the day per week. The Office Staff may take their lunch break at the end of the day only if there are at least two other Office Staff members in the office at the end of the day. Lunch breaks taken at the end of the day will subject to the Supervisors' approval.

1.(b) Office staff shall have the option to work a four (4) or five (5) day work schedule as long the total amount of hours per week remains the same and no staffing deficiencies are created.

1.(c) Office Staff shall give notification to the Board of Commissioners when taking time off. Notification should be at least twenty-four (24) hours prior to the use of leave or as soon as possible in the case of an emergency.

2. Sanitation Supervisors, all Mechanics and all Maintenance staff hours shall 5:00 am to 3:00 pm.

2.(a) Supervisors, Maintenance Staff, Mechanics shall work four (4) days, ten (10) hours a day workweek. Days of the week shall be rotated on a weekly basis as follows: Work Monday through Thursday, then alternating with a Wednesday through Saturday. All the above employees may switch any day with another employee of the same title as long as they have mutually agreed. Mechanics supervisors may switch with other Mechanics as long as no deficiency is created. This provision shall remain in place as long as no deficiencies are created, and proper staffing is on duty.

2.(b) All employees referenced in this Article shall receive two (2) fifteen (15) minute breaks a thirty (30) minute breakfast and one (1) hour lunch break per day, which an employee can choose to forfeit in exchange for leaving at 1:00 pm for the day.

ARTICLE XXV – DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2020 through December 31, 2030. On or after the execution date hereof, however, either party may, by written communication to the other, initiate negotiations for 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, 2030.

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 have not resulted in in written agreement by June 30, 2030, 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.

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.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be signed the day and year first above mentioned and shall be effective as of January 1, 2020 and extended as of June 2021.

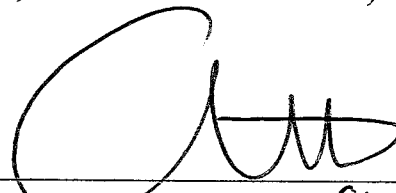
CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL
1000, AFSCME, AFL-CIO,
Oceanside Sanitation District #7 Unit of
NASSAU MUNICIPAL LOCAL 882

OCEANSIDE SANITATION
DEPARTMENT (SANITARY DISTRICT
NO. 7, TOWN OF HEMPSTEAD)

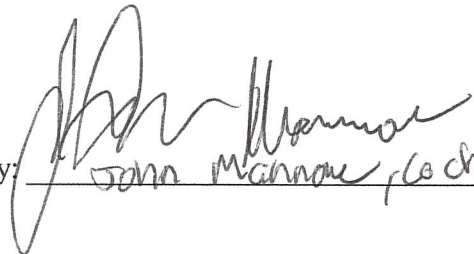
By: _____



By: _____



Austin Gruff, Chairman

By:  Sara Mannone, LeCher

By: _____

By:  Sara Mannone, LeCher
11/10/2022

By: _____

APPENDIX A

SUBSTANCE ABUSE PROGRAM

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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 workplace also poses unacceptable risks for safe, healthful and efficient operations.

With these basic objectives in mind, the District establishes the following policy with 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. CONFIDENTIAL

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, toolboxes 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, toolboxes, 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 PROCESS

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/her. 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 tested.

12. VIOLATIONS

Refusal by an employee who is required to take a drug or 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 (paid for by the employee) 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.

LAST CHANCE AGREEMENT

In consideration of the Oceanside Sanitary District No. 7's 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 by designated employee representative my progress and cooperation my drug and alcohol use, and any dangers they perceive in connection with my performing my job duties;
5. To cooperate in any test of my breath or urine for evidence of alcohol or drug use as set forth by either DOT regulations and/or a DOT-certified and recognized Substance Abuse Professional on completion of rehabilitation; and
6. To cooperate fully with all sections of the District's Substance Abuse Programs.

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