

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED by and between Local 553, I.B.T. 265 W. 14<sup>th</sup> Street Rm. 305 N.Y. 10011. (Hereinafter as the "Union") and Oceanside Sanitation District 7 Town of Hempstead, 90 Mott Street Oceanside, New York 11572 (hereinafter as the "District" or "Employer" that the existing collective bargaining agreement ("CBA") between the parties expiring December 31,2023 shall be extended and continue in full force and effect through December 31, 2028 with the following modifications:

Wages

Employees on the top step get an increase by one step to meet the top employee on the step so that every employee on the top step is paid same. (See exhibit A)

3% increase every year contract is extended so that the contract is:

- 2022 - 2.5%
- 2023 - 2.5%
- 2024 - 3%
- 2025 - 3%
- 2026 - 3%
- 2027 - 3%
- 2028 - 3%,

or if COLA is higher than the percentage wage increase, then the COLA amount.

30 YEARS OF SERVICE INCREASE

At the start of the 30<sup>th</sup> year (29 years completed) an additional \$1000.00 shall be added to the members salary each year by start date up to and including their 37<sup>th</sup> year of service. (See Exhibit B)

3. DRIVERS PAY

Drivers pay shall increase by;

- \$10 per day in 2021
- \$12 per day on January 1, 2023
- \$14 per day on January 1, 2025
- \$16 per day on January 1, 2027
- \$18 per day on January 1, 2028

Loaders hired before January 1, 2019 who get a CDL will be paid a lump sum of \$750.00 upon obtaining CDL. Training will be provided by the District.

HEALTH INSURANCE CONTRIBUTIONS

	Single	Family
0-4.99 years	\$60/week	\$90/week
5-9.99 years	\$50/week	\$70/week
10-14.99 years	\$20/week	\$40/week
15-19.99 years	\$10/week	\$20/week

HEALTH INSURANCE DECLINATION

If employee has other health insurance other than District insurance, can come off the District's insurance program and receive \$7,500 for family coverage or \$5,000 for individual coverage. The payment will be received in December for that year (i.e., December 2021 for the 2021 year)

VACATIONS

Members with five weeks vacation may bank two weeks.

Members with four weeks vacation may bank one week.

(Banking of vacations to be paid out at the end of the year)

There shall be a minimum of four members allowed to be on vacation at the same time (summer months included) effective 2022.

In no event shall a member have more banked days than the number of banked days as permitted under Article VII, Section B of the parties' collective bargaining agreement.

BEREAVEMENT

Mother In-Law, Father In-Law and /or step-parent bereavement leave shall be extended with pay to three days.

MANPOWER

The minimum workforce shall be as follows;

Forty-four full time workers and six part time workers by January 1, 2022

Forty-five full time workers and six part time workers by January 1, 2023

Forty-six full time workers and six part-time workers by January 1, 2025

Part timers shall be laid off first in reverse order of seniority (date of hire)

Part Time hourly wages shall be at least one dollar (\$1.00) per hour over minimum wage at all times during the terms of this Agreement. Part time workers shall convert to seasonal workers subject to approval of the Nassau County Civil Service Commission for a portion of the year. Once seasonal work is no longer authorized by the Nassau County Civil Service Commission such workers shall revert to part time workers.

If the District sends out helper trucks, the District will do so, but as directed by the supervisors.

No worker may clock out before 10 am on any work day. All members of the union, upon their return from the dump or his/her route must remain clocked-in, ready, willing and able to work for the District until 10am. Each worker agrees and acknowledges that his/her workday begins at 6am and ends at 12pm, or when their tasks are completed, whichever is later, but during the hours of 10am and 12 pm, or when their tasks are completed, whichever is later, the worker acknowledges that he/she is taking a one hour lunch break and 2 half-hour breaks as permitted by the District.

### GRIEVANCE PROCEDURE

The following changes shall be made to the grievance procedure;

#### **ARTICLE XII Page 11**

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

D. Any grievance herein must be presented by an employee in writing to the Board of Commissioners and the General Supervisor within **fifteen (15)** working days after it arises in order for it to be considered; in the event the Union seeks to interpose a grievance arising from this Agreement, same shall be presented in writing within fifteen (15) 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 resolved, the grievance shall 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 resolved, the Union representative and the Union's shop steward shall meet with the District's Board of Commissioners to try to resolve the written at the next General Board meeting of the Board of Commissioners after meeting with the General Supervisor. 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)

Either the District or the Union may initiate Arbitration by notifying the next Arbitrator on a designated rotating panel and the other party by certified mail within 15 days after the Commissioners meeting of its desire to submit the grievance to arbitration. The designated Arbitrators shall be Roger Mahr, Ira Warshawsky, Elliot Shriftman, and Peter Forman in rotating order. The services of any arbitrator on the panel may be terminated by written notice ("Termination Notice") from either the District or the Union to the arbitrator and the other party. Following the receipt of a timely and effective Termination Notice, or if a named

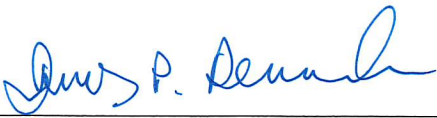
arbitrator is unable to provide services for any reason ( e.g., permanent recusal, incapacity, death, etc.) the party who originally designated that arbitrator to the panel may designate a replacement chosen by them.

**ARTICLE XV Page 13**

(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 (*with just cause*) subject however to the grievance procedures contained in this contract.

This Memorandum of Agreement is subject to ratification by the members and the approval of the Board of Commissioners

International Brotherhood of Teamsters  
Local Union 553

By: 

Title: Sec-Treas P.O.

By: 

Title: BUSINESS AGENT

By: 

Title: STEWARD

By: 

Title: Assistant Steward

By: \_\_\_\_\_

Title: \_\_\_\_\_

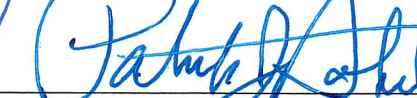
Oceanside Sanitation Department  
(Sanitary District No.7)  
Town of Hempstead

By: 

Title: Chairman

By: 

Title: Co-Chairman

By: 

Title: COMMISSIONER

By: 

Title: COMMISSIONER

By: 

Title: Commissioner

Dated: May 13, 2021

# Exhibit A

## Salary Steps

	1/1/2019 2.5%	1/1/2020 2.5%	1/1/2021 2.5%	1/1/2022 2.5%	1/1/2023 2.5%	1/1/2024 3%	1/1/2025 3%	1/1/2026 3%	1/1/2027 3%	1/1/2028 3%
Start	35,000.00	35,875.00	36,771.88	37,691.17	38,633.45	39,792.45	40,975.95	42,205.22	43,471.37	44,775.51
1	37,500.00	38,473.50	39,398.44	40,383.40	41,392.99	42,634.77	43,913.82	45,231.23	46,588.17	47,985.82
2	41,000.00	42,025.00	43,075.63	44,152.52	45,256.33	46,614.01	48,012.44	49,452.81	50,936.39	52,464.49
3	44,500.00	45,612.50	46,752.81	47,921.63	49,119.68	50,593.27	52,111.06	53,674.40	55,284.63	56,943.17
4	48,800.00	50,020.00	51,270.50	52,552.26	53,866.07	55,482.05	57,146.51	58,860.90	60,626.73	62,445.53
5	51,500.00	52,787.50	54,107.19	55,459.87	56,846.36	58,551.75	60,308.30	62,117.55	63,926.80	65,844.60
6	55,000.00	56,735.00	57,784.38	59,228.98	60,709.71	62,531.00	64,406.93	66,339.13	68,329.31	70,379.19
7	58,500.00	59,962.50	61,461.56	62,998.10	64,573.05	66,510.24	68,505.54	70,560.71	72,677.53	74,857.86
8	62,000.00	63,550.00	65,138.75	67,767.22	68,436.40	70,489.49	72,604.17	74,782.30	77,025.77	79,336.54
9	65,500.00	67,137.50	68,815.94	70,536.34	72,299.75	74,467.97	76,702.00	79,003.06	81,373.16	83,814.35
10	69,000.00	70,725.00	72,493.13	74,305.45	76,163.09	78,447.98	80,801.42	83,225.46	85,722.22	88,293.89
11	72,500.00	74,312.50	76,170.31	78,074.57	80,026.44	82,427.23	84,900.05	87,447.05	90,070.46	92,772.57
12	75,500.00	77,387.50	79,322.19	81,305.25	83,337.87	85,838.00	88,413.14	91,065.53	93,797.50	96,611.42
13	78,000.00	79,950.00	81,948.75	83,997.47	86,097.41	88,680.33	91,340.74	94,080.96	96,903.39	99,810.49
14	80,500.00	82,915.00	85,402.45	87,537.51	89,725.94	92,417.71	95,190.24	98,045.94	100,987.32	104,016.94

# Exhibit B

30 Years Of Service Increase - \$1000 Added to Salary Each Year- By Start Date

Years 30 - 37	Start of Year 30	Start of Year 31	Start of Year 32	Start of Year 33	Start of Year 34	Start of Year 35	Start of Year 36	Start of Year 37	30 Years to 35 Years	35 Remainder Years	Eligible Member Per Year
30	\$1000.00									2021	13
31		\$1000.00								2022	12
32			\$1000.00							2023	13
33				\$1000.00						2024	13
34					\$1000.00					2025	12
35						\$1000.00				2026	10
36							\$1000.00			2027	7
37								\$1000.00		2028	6
X									X		