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#811288

Collective Bargaining Agreement

2001 - 2004

Civil Service Employees Association, Inc.



7/30/01

LOCAL 880 - TOWN OF HEMPSTEAD EMPLOYEES

Bill Flanagan, President

CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME, AFL-CIO

Town of Hempstead

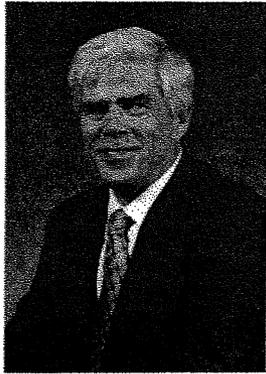


X-12/31/04

Richard V. Guardino, Jr., Supervisor

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Presidents Message
Congratulations!
To All Local 880 Members
Your
2001 - 2004
Contract Booklet

Brothers and Sisters of Local 880:

You'll notice I started this message by congratulating you. It was your support of our administration that brought about the first on-time contract in close to thirty years. This new Progressive Team of dedicated Union officials has brought about "Respect" for the men and women of our labor force.

Our negotiating team entered into contract talks united and committed to bringing you the best possible agreement. Our Supervisor Rich Guardino should also be congratulated for recognizing our commitment to reaching a fair agreement and making it possible.

The old school attitude of making the members wait for a possible lesser deal is out the window! We are now committed to keep the "Respect" we have earned. We will continue to keep an open dialogue with the Town administration by requesting frequent labor-management discussions, to resolve our issues.

Please retain this booklet as it is your work bible and you should refer to it whenever you have any question about your entitlements under this agreement. As always you may also call our office about anything you do not understand in this agreement. I am currently working on having the contract placed on our web-site: www.hempsteadlocal880.org

Once again, I want to thank you and our Supervisor Rich Guardino for making this agreement possible and for the mutual respect we have achieved.

Bill
 Bill Flanagan

Richard V. Guardino, JR.
 Supervisor



Raymond F. Mineo
 Chief of Staff

OFFICE OF THE SUPERVISOR
 TOWN OF HEMPSTEAD
 ONE WASHINGTON STREET, HEMPSTEAD, N.Y. 11550-4923
 (516) 489-5000



Dear Fellow Employee,

I am pleased that my administration and the Town of Hempstead Civil Service Employees Association have agreed to a contract well in advance of the expiration of the existing contract. I believe that this milestone in town labor negotiation is a direct result of the strong, supportive relationship that exists between this administration and the town CSEA.

As I have often said, our town employees comprise the best workers in the nation. I believe this document recognizes the outstanding contributions made by our employees to the quality of life we enjoy as residents of America's largest town.

I know that, together, we will continue to serve the residents of Hempstead Town in the finest tradition of public service.

Courteous, responsive and responsible government has been synonymous with the Town of Hempstead, and I am proud and grateful to our employees for building and maintaining this reputation.

Sincerely,

Richard V. Guardino, Jr.
 RICHARD V. GUARDINO, JR.
 Supervisor

THIS AGREEMENT entered into the 14th day of November, 2000, by and between the TOWN OF HEMPSTEAD, a public Employer having its principal office at Hempstead Town Hall, One Washington Street, Hempstead, New York, 11550, hereinafter referred to as the "Employer;" and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, AFSCME, AFL-CIO, the recognized Union, 143 Washington Street, Albany, NY 12224, by Hempstead Local 880.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to this agreement to promote and continue the harmonious relationship existing between the CSEA, the Employer and its employees, and to provide procedures for the prompt, peaceful and equitable resolution of differences which may arise from time to time between the Employer and its employees and the Employer and the CSEA, so that there will be no interruption of services to the residents of the Town of Hempstead; and

WHEREAS, the CSEA has previously been recognized as the sole and exclusive negotiating agent for the employees of the Employer other than elected officials;

NOW, THEREFORE, it is agreed as follows:

1. **RECOGNITION.** The Employer recognizes the CSEA, Local 1000, AFSCME, AFL-CIO, as the sole and exclusive negotiating agent for the employees of the Employer, except elected officials, those designated by the Town as its Negotiating Team Members, Members of Boards and Commissions, and Secretary to Town P.E.R.B., for the term of this agreement, January 1, 2001 through and including December 31, 2004.
2. **STATUS.** The CSEA shall have unchallenged representation status until seven (7) months prior to the expiration of this agreement.
3. **AGENCY SHOP FEE.** The CSEA shall have the following security:
 - (a) Every employee who is a member of the CSEA on January 1, 2000 shall remain a member in good standing of the CSEA for the term of this agreement or pay the CSEA service fee as hereinafter set forth.
 - (b) Every employee hired during the term of this agreement shall, no later than the first pay day after the date of such hiring, either:
 - (1) Become a member of the CSEA and remain a member in good standing for the term of the agreement; or
 - (2) Pay the CSEA service fee hereinafter set forth.

(c) The CSEA service fee referred to herein is a fee equal to the bi-weekly dues of the CSEA, to be paid to the CSEA by employees who do not become members of the CSEA. Such amount shall be deducted from the employee's bi-weekly paycheck and shall be paid directly to the CSEA on each bi-weekly pay day.

4. **PAYROLL DEDUCTIONS (DUES).** The Employer agrees to deduct from the wages of such employee on each pay day 1/26th of the annual dues prescribed by the Union and to forward the full amount of such deductions to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y.

OTHER DEDUCTIONS. Upon presentation of an authorization in writing and signed by an employee, and in form satisfactory to the Employer, the Employer agrees to deduct from the wages of such employee on each payday (or less often if so specified in such authorization), amounts for CSEA insurance programs, CSEA legal assistance plan, CSEA tax shelter annuity plan, credit union and any other authorized deductions which are presently in effect.

5. **WAGES**

- (a) Effective January 1, 2001, the 2000 Salary Schedules B and C shall be increased four percent (4%), and all employees who were employed on such Schedules during 2000 and are still on the Town payroll as of January 1, 2001, shall be paid accordingly.
- (b) Effective January 1, 2002, the 2001 Salary Schedules B and C shall be increased four percent (4%), and all employees on the Schedules shall be paid accordingly.
- (c) Effective January 1, 2003, the 2002 Salary Schedules B and C shall be increased four and one-quarter percent (4 1/4%) and all employees on the Schedules shall be paid accordingly.
- (d) Effective January 1, 2004, the 2003 Salary Schedule B and C shall be increased four and one-half percent (4 1/2%), and all employees on the Schedules shall be paid accordingly.
- (e) All new employees shall remain in the Start Step for one year.
- (f) All ungraded full-time employees except those listed in Schedule A shall receive the following wage increases as follows:
 - 4.00% wage increase on January 1, 2001
 - 4.00% wage increase on January 1, 2002
 - 4.25% wage increase on January 1, 2003
 - 4.50% wage increase on January 1, 2004
- (g) Part-time and seasonal employees shall not receive less than the lawful minimum hourly salary.

6. GRADED SALARY PLAN.

(a) Effective January 1, 2001-2004, the graded salary plans applicable solely to employees in the service of the Employer on December 31, 1974 shall be as shown in Salary Schedule B attached.

(b) Effective January 1, 2001-2004, the graded salary plans applicable to employees hired on or after January 1, 1975 shall be as shown in Salary Schedule C attached.

7. LONGEVITY INCREMENTS.

(a) (1) Pursuant to the graded salary plan set forth in Salary Schedule B annexed, each employee in the service of the Employer on December 31, 1974 shall receive the increments to which he is entitled by reason of the number of years of service in the grade to which he is assigned.

(2) Pursuant to the graded salary plan set forth in Salary Schedule C annexed, each employee hired on or after January 1, 1975 shall receive the increment to which he is entitled by reason of the number of years of service in the grade to which he is assigned.

(b) Ten (10) years longevity. Effective January 1, 2001, each employee who has completed ten (10) years of employment with the Employer shall receive a longevity increment of Two Hundred Fifty Dollars (\$250). Effective January 1, 2003, such 10-year longevity increment shall be increased to \$275. Effective January 1, 2004, such 10-year longevity increment shall be increased to \$300.

(c) Fifteen (15) years longevity. Effective January 1, 2001, each employee who has completed fifteen (15) years of employment with the Employer shall receive an additional longevity increment of Three Hundred Fifty Dollars (\$350), for a total of \$600. Effective January 1, 2003, such 15-year longevity increment shall be increased to \$400, for a total of \$675. Effective January 1, 2004, such 15-year longevity increment shall be increased to \$450, for a total of \$750.

(d) Twenty (20) years longevity. Effective January 1, 2001, each employee who has completed twenty (20) years of employment with the Employer shall receive an additional longevity increment of Five Hundred Fifty Dollars (\$550), for a total of \$1,150. Effective January 1, 2003, such 20-year longevity increment shall be increased to \$625, for a total of \$1,300. Effective January 1, 2004, such 20-year longevity increment shall be increased to \$700, for a total of \$1,450.

PAYMENTS:

(a) Payments for 15 and 20 year longevity increments shall be computed and paid by August 1 of the calendar year for those whose anniversary falls between January 1 and June 30 of the current calendar year. Payments for 15 and 20 year longevity increments shall be computed and paid by January 1 of the next succeeding calendar year for those employees whose anniversary falls between July 1 and December 31 of the previous calendar year. Such increments shall be payable in one lump sum.

(b) Payments for the 10 year longevity increment shall be computed and paid by December 31 of each year.

8. HEALTH INSURANCE

(a) The Employer shall provide at no cost to the employee the Empire Enhancement Core Plan now in effect or hereafter amended, and available Health Maintenance Organization options pursuant to the existing laws and regulations now in force or as hereafter amended.

(b) Employees will have a six (6) month waiting period for health insurance coverage. These employees may purchase health insurance during this period at their expense and at the prevailing rate.

(c) (i) All employees presently enrolled in family coverage under the Empire Plan and all new employees who are entitled to be enrolled in the family coverage under the Empire Plan may participate in a health benefit buy back program.

(ii) Employees are eligible to participate in this program provided they have health insurance coverage through another insurance program and furnish proof of such coverage. The Employer will furnish a copy of such proof to the CSEA. These eligible employees may discontinue family coverage under the Empire Plan and receive either (a) individual coverage and \$500 a year; or (b) no coverage and \$2,000 a year. The money provided is a health supplement payment to provide for health care expenses not otherwise covered by health insurance of these other plans. Payment of the moneys will be on June 1 and December 1 of each year for the period of time that the employee has participated in this program. Employees are entitled to be reinstated in the family coverage of the Empire Plan in accordance with the rules of the State Health Insurance Department.

(d) The Employer shall continue its present practice of paying the full cost of individual and family health and dental insurance for retirees. Effective January 1, 1994, employees must retire with ten (10) years of service with the Town or any public employer in the State of New York, provided the employee has at least five (5) years' service in the Town, to receive fully paid individual or family health and dental insurance during retirement.

(e) The Employer reserves the right to change health insurance carriers, provided however that the level of benefits received by the employees are equal to or greater than the level of benefits that were received prior to the proposed change. In addition, the Employer shall give the CSEA sixty (60) days notice of its intent to change carriers, and the Employer shall provide the CSEA with a copy of the proposed carrier's benefit package forty-five (45) days prior to it being placed into effect.

9. DENTAL INSURANCE.

(a) The Employer agrees to continue the noncontributory Dental Plan now in effect, including all increases in premium payments, for the duration of this agreement. The maximum coverage benefit shall be \$1,800. The maximum coverage benefit for orthodontics shall be \$1,000.

(b) The Employer shall maintain a list of at least 150 dentists within the Nassau/Suffolk/East Queens area who agree to accept payment in full for services rendered as per the Town Dental Plan of benefits. (Employees shall still be able to change dentists; and employees shall still be obligated to pay the yearly \$25 deductible).

(c) Effective January 1, 2001, the fee structure for certain procedures shall be modified to reflect the benefit changes previously agreed upon between the parties.

10. OPTICAL PLAN.

(a) The Employer agrees to continue to pay the full cost of the noncontributory optical insurance plan now in effect, including all increases in premium payments, for the duration of the agreement. The plan coverage shall include spouses and family dependents.

The allowances will be the following amounts:

Examination	\$20.00
Frames	\$25.00
Lenses	\$20.00
Contacts	\$20.00
Bifocals	\$35.00
Trifocals	\$45.00
Tinting	\$10.00

The maximum optical coverage shall be \$200.

11. PERSONAL LEAVE.

(a) (i) During each calendar year of this agreement, each employee hired before March 22, 1988 shall be entitled to five (5) days' leave for personal reasons on January 1 of each year. Personal leave days shall not be accumulated from year to year as such, except that unused personal leave days shall be added to the vacation which an employee would be entitled to take during his next vacation year.

(ii) Employees hired after March 21, 1988 shall accrue personal leave, on their anniversary date, after completion of the following years of service:

Years of Service	Personal Days	Years of Service	Personal Days
1.....	2	3.....	4
2.....	3	4.....	5

Employees may use the personal leave accrued on their anniversary date to their next anniversary date. Any personal leave not used by the next anniversary date shall be added to the vacation which an employee would be entitled to take during the employee's next vacation year.

(b) Three (3) days notice of intention to use personal leave shall be given to the department, except in the event of an emergency. The existence of an emergency shall be determined by the employee. In such event, the employee shall call and report his intended absence because of the emergency, if practicable, prior to the start of the regularly-scheduled work tour. Only three (3) personal days per year may be used for emergency personal leave.

(c) Each employee shall have the option, once each calendar year, to convert two (2) personal leave days for the cash equivalent of one (1) personal leave day. Should an employee elect to convert two (2) personal leave days into the monetary equivalent of one (1) personal leave day, the employee shall notify the Employer of his or her right of election of this option. Once such notice is given to the Employer, the employee shall receive cash payment within thirty (30) calendar days.

12. 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:

(1) Three (3) working days in the event of the death of any of the following: Husband, wife, son, daughter, father, mother, sister, brother, mother-in-law, father-in-law, stepchildren, stepparents, half brothers or half sisters.

(2) One (1) working day in the event of the death of any of the following: Grandparents, grandchildren, 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.

(3) There shall not be any accumulation of any authorized but unutilized bereavement leave.

13. VACATIONS.

(a) During each calendar year of this agreement, each employee hired before March 22, 1988, shall be entitled to annual vacation leave, with pay, based on employment as follows:

Upon completion of six (6) months employment (completion of 13 bi-weekly payroll periods), a credit of 6 1/2 days. Thereafter, a credit of 1/2 day each bi-weekly payroll period, provided that the employee worked or was paid as having worked (vacation, sick leave, personal or bereavement leave), no less than six (6) of the ten (10) working days in the payroll period.

(b) On each anniversary date of employment, the following vacation shall be added to the employee's vacation leave credits:

1st Anniversary Date	1 day	9th Anniversary Date	8 days
2nd Anniversary Date	2 days	10th Anniversary Date	8 days
3rd Anniversary Date	3 days	11th Anniversary Date	9 days
4th Anniversary Date	4 days	12th Anniversary Date	9 days
5th Anniversary Date	5 days	13th Anniversary Date	10 days
6th Anniversary Date	6 days	14th Anniversary Date	10 days
7th Anniversary Date	7 days	15th Anniversary Date &	
8th Anniversary Date	8 days	each successive thereafter	12 days

(c) Employees hired after March 21, 1988 shall accrue vacation leave as follows:

Six months	5 days	1 year	5 additional days
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After the first anniversary date of employment, employees will receive a credit of 1/2 day each bi-weekly payroll period provided that the employee worked or was paid as having worked (vacation, sick leave, personal or bereavement leave) no less than six (6) of the ten (10) working days in the payroll period, for a total of 13 days. Thereafter on each anniversary date of employment the employee will receive additional vacation leave credit to receive the following vacation leave:

<u>Years of Service</u>	<u>Vacation Days</u>	<u>Years of Service</u>	<u>Vacation Days</u>
2	13	9	19
3	14	10	20
4	15	11	20
5	16	12	20
6	17	13	21
7	18	14	21
8	19	15	25

(d) All eligible employees may accumulate unused vacation up to a maximum of eighty (80) days.

(e) (i) Upon termination of service with the Employer, the employee or his/her legal representative shall receive payment for accumulated unused vacation leave of record up to a maximum of eighty (80) days, based on the salary of the employee at the time of such termination.

(ii) An employee or his/her legal representative may elect to receive a lump sum payment for accumulated but unused vacation time subject to the maximum of eighty (80) days, or may elect to receive such payment in annual installments, not to exceed five (5) years.

(f) Vacation leave will be considered a pre-planned absence from employment. Each department of the Employer, based on operational needs, shall establish and post reasonable requirements as to vacation scheduling. Where practical, seniority with the Employer shall determine priority order for vacation schedules. Absence for any reason not pre-planned or scheduled vacation leave shall be chargeable to any other authorized leave provision, except that a department head, at the request of the employee, shall grant to an employee who has exhausted all of his sick leave and who is absent due to illness, vacation leave before being placed on a leave without pay status. The department head at his discretion shall have the right to have an employee who is utilizing vacation leave in lieu of sick leave, examined by a doctor at the employee's expense. A report of said examination shall be submitted to the department head prior to the employee's return to work (doctor's report forms to be provided by the Employer). If the employee fails to submit the above-mentioned report, then the employee shall be treated as if he was on leave without pay, and vacation leave shall be re-credited.

(g) Terminal Bank - Time that was in bank which employees were not allowed to use from January 1, 1989 through January 1, 1994. This time will be allowed to be used for retirement purposes before leaving the Town payroll. This time will be paid as straight time. This provision shall survive this contract and shall be carried forward in subsequent contracts.

(h) Employees are required to take all annual vacations, which may exceed the 80-day cap in any calendar year or lose it. Employees are required to request vacations in accordance with departmental procedures and if prevented from taking such vacation by the administrative needs of the department, will be paid straight time for those vacation days denied.

14 A. SICK LEAVE.

(1) Each employee shall be entitled to thirteen (13) days of paid sick leave per year, to be earned at the rate of one-half (1/2) day per pay period. Unused sick leave may be accumulated to a maximum of two hundred (200) days.

(a) Unless discharged for cause, each employee, or his/her legal representative, shall be compensated for the employee's accumulated unused sick leave in accordance with the following schedule:

Level 1 - After 5 years completed service - 25%. Employee must have a minimum of 25 days.

Level 2 - After 10 years completed service - 50%. Employee must have a minimum of 50 days.

Level 3 - After 15 years completed service - 75%. Employee must have a minimum of 75 days.

Level 4 - After 20 years completed service - 100%. Employee must have a minimum of 100 days.

If the employee lacks the required minimum for the stated years of service, sick time will be paid at the rate commensurate with the appropriate minimum. (i.e., an employee with 20 years of service, but having only 50 days, will be paid at the 50% rate.)

There will be no maximum accumulation of sick time; however, payment upon separation will be made at a maximum of 200 days.

(b) If an employee shall die while in the service of the Employer, his/her legal representative shall receive payment for accumulated unused sick leave based on the above schedule.

(c) An employee or his/her legal representative may elect to receive a lump sum cash payment for accumulated unused sick leave based on the above schedule, or may elect to receive payment in annual installments, not to exceed five (5) years.

(2) Each department head may grant an officer or employee, in addition to regular sick leave as above provided, such supplemental sick leave at one-half (1/2) pay, as the department head shall in his sole discretion determine, not to exceed, however, in total, a supplemental period equal to two (2) pay periods for each heretofore or hereafter completed year of service.

(a) The one-half (1/2) pay supplemental sick leave provided herein shall not be granted until such employee or officer shall have expended all regular sick leave, vacation and overtime credits.

(b) Supplemental sick leave shall be granted to a department head or appointive officer as above provided at the discretion of the appointing officer or body.

(3) After an officer or employee shall have used four (4) consecutive days of sick leave, the department head may, in his sole discretion, require a certificate from the doctor attending or selected by such employee or officer, attesting to his or her illness. For purposes of this subdivision, four (4) consecutive days of sick leave shall mean four (4) consecutive regularly scheduled work days regardless of intervening non-scheduled work days.

B. CHILD CARE LEAVE.

Child care 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 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 Town of Hempstead may elect to extend up to one 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 marital spouse may be on child care leave at any one time. No employee shall be eligible for Child Care Leave until after the completion of one year of actual completed service.

C. FAMILY CARE LEAVE.

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 year, inclusive of any accrued leave entitlements excluding sick leave. No more than one marital spouse may be on family care leave at any one time. Eligibility for family care leave shall be limited to employees who have one year of service or more. A leave request for this purpose shall not be unreasonably denied.

D. REDUCED WORK SCHEDULE.

Employees having full-time status, who are on a leave of absence, subject to the discretion of their Department Head, which shall not be arbitrary, may return to their positions on a reduced schedule at a prorated salary for the length of the leave. A reduced schedule is defined as a minimum of twenty (20) hours per week, or forty (40) hours per pay period. During the period of this schedule, vacation, sick leave and holiday pay will be earned on a prorated basis. Health, dental and optical insurance shall also be provided.

Employees failing to work the minimum amount of hours shall cease to be covered by the terms of this agreement and must return to their leave of absence status, subject to its original provisions.

15. EMPLOYEE RIGHTS ON SEVERANCE. When, because of economy, consolidation, abolition of functions or curtailment of activities, an employee's position is abolished and the Employer after the exercise of reasonable efforts is unable to offer the employee another position comparable as to compensation, the Employer shall:

- (1) Provide severance pay of two (2) weeks' salary for each completed year of service with the Employer; and
 - (2) Place the employee on a preferred list for future employment.
- Any employee terminated for cause shall not be entitled to severance pay.

16. RETIREMENT. The Employer shall continue the existing retirement plan.

17. OVERTIME.

(a) Insofar as is consistent with the legitimate operational needs of each department, overtime shall be equitably offered among employees. The Union acknowledges the right of the Town to order overtime.

(b) Each employee except employees whose titles are listed in Schedule F, shall be paid one and one-half (1 1/2) times his regular hourly rate of pay for all time worked in excess of forty (40) hours per week. The regular hourly rate for overtime purposes shall be computed by dividing the annual salary of such employee by two thousand eighty (2,080) hours. Vacation time, sick days, holidays, personal leave and bereavement leave shall be counted as time worked for the purpose of computing overtime.

(c) An employee who had been credited with compensatory time before March 22, 1988 in lieu of cash overtime shall be granted, at the employee's request, his compensatory time within a maximum of sixty (60) days of the employee's request. Effective March 22, 1988 compensatory time will no longer be granted (except as granted under subparagraph "h" of this section).

(d) Prior to separation from service, the Employer shall allow all employees who had accumulated compensatory time in lieu of overtime to utilize their accumulated compensatory time regardless of the cause of separation.

(e) In the event that an employee who had accumulated compensatory time dies while employed, the Employer shall convert into cash the monetary equivalent of all of the employee's accumulated compensatory time and pay said monetary cash equivalent to the estate of the deceased employee.

(f) Employees whose titles are listed in Schedule F shall be eligible to receive holiday pay as described in Article 18 of the current contract, and emergency report to work pay as described in Article 21 of the current contract.

(g) All overtime pay shall be listed separately in the employee's paycheck stub.

(h) For titles on Schedule F, employees held over for overtime shall be entitled to compensatory time if the overtime is for an emergency.

Compensatory time must be used or lost within one (1) year of earning same.

18. HOLIDAYS. All employees shall receive the following holidays off, with pay:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	*Floating Holiday
Labor Day	

An employee who is required to perform any work on any of the above-named holidays shall receive the regular day's pay for the holiday and, in addition thereto, he shall receive one and one-half (1 1/2) times his regular pay for all hours worked on the holiday. The floating holiday must be used in the calendar year and shall not be accrued. Time owed days for holidays not celebrated shall be treated as floating holidays.

*Each employee shall be required to give ten (10) days' notice of intent to use the floating holiday to his department head. Should the department head be unable to grant the employee the day requested because of departmental scheduling, the employee may request another day upon ten (10) days' notice. Scheduling conflicts are to be resolved on a seniority basis.

19. UNIFORM MAINTENANCE ALLOWANCE. Employees required to wear uniforms shall receive compensation for maintenance of required uniforms paid in accordance with the following schedule:

- (a) Annual uniform allowance: Four Hundred Dollars (\$400.00);
- (b) The Employer shall have the right to maintain the uniforms necessary to perform the employee's work in lieu of any payment provided herein;
- (c) Payments provided herein shall be paid at least twice a year in accordance with procedures issued by the Comptroller;
- (d) If the employee is not required to wear a uniform by his department, he is not entitled to any payment provided herein.

20. EMERGENCY REPORT TO WORK PAY. An employee called to work on other than a regularly-scheduled work tour shall be guaranteed a minimum of four (4) hours pay at straight time unless actual time worked (computed at time and one-half) should exceed the monetary amount that is represented by four (4) hours at straight time.

(a) For the purpose of this article, actual time worked shall begin from the time that the employee receives the call to report to work under this article, provided, however, that the time between the employee receiving the call and his actual reporting to work does not exceed thirty (30) minutes.

(b) In the event that the Employer's administrative offices are closed by executive order, employees other than those enumerated on Schedule F who are required to perform work shall be paid at a rate of time and one-half, and actual travel time shall be increased but may not exceed one (1) hour. Work performed by the employee under this article is completed for pay purposes at the time of his release from such further duty by the Employer.

21. MEAL ALLOWANCE. Any employee, upon completion of twelve (12) consecutive clock hours, including only actual hours worked while on a route or otherwise, shall be entitled to a meal allowance of Seven Dollars (\$7.00).

22. TUITION. When the Employer authorizes an employee to take a work related course, the Employer shall pay for any tuition so charged.

23. SHIFT DIFFERENTIAL. The Employer agrees to pay employees additional differential compensation. The rate of payment for the additional differential compensation is seven and one-half percent (7 1/2%) for each premium hour worked. The compensation of the premium hours for an employee is as follows:

(a) Employees must work a full shift, at least half of which is between 4:00 p.m. and 6:00 a.m.

(b) If an employee works such a qualified shift, he shall receive additional differential compensation for all hours worked, regardless of whether such hours are between 4:00 p.m. and 6:00 a.m. Note, however, that if an employee works one shift more than half of which is outside the period between 4:00 p.m. and 6:00 a.m., and then works another shift which is within such period, the employee receives such additional differential compensation for only the shift worked during the premium hours.

(c) If an employee works at least half of a payroll period on a shift in which a majority of hours worked were between 4:00 p.m. and 6:00 a.m., the employee shall be paid the shift differential for the entire payroll period.

(d) Any employee who, during a calendar year is scheduled to work fifty percent (50%) or more of his work schedule during premium hours as defined in this contract, or any Town employee who has received shift differential for fifty percent (50%) or more of his work year, shall receive shift differential for the purpose of computing vacation, sick, personal and bereavement leave.

24. JURY DUTY. An employee who is called to serve as a juror will receive his regular pay. The employee will remit to the Employer all pay, less mileage allowance, received for Jury Duty. Receipt of a subpoena or notice to report for jury duty must be immediately reported to the department head.

25. SENIORITY. Ability, adaptability and seniority shall prevail insofar as practicable and consistent with the needs and practices of the department, including:

- promotions in labor and noncompetitive jobs;
- job assignments;
- transfers with a department regarding proximity of job;
- vacancies in a department.

26. WEATHER EMERGENCY. During a weather emergency the Employer will provide reasonable breaks and rest periods to insure maximum safety and efficiency. Rest facilities will be provided when appropriate.

27. GRIEVANCE PROCEDURE. The grievance procedure is set forth in Schedule D attached hereto. However, the parties shall continue to discuss streamlining of such procedure. Transcripts will not be utilized at the Grievance Board.

28. DISCIPLINARY PROCEDURE. The disciplinary procedure is set forth in Schedule E attached hereto.

29. TIME OFF FOR UNION BUSINESS. The duly elected officers of the CSEA shall be permitted reasonable time off during the working day to ensure that this agreement is being followed and to participate in and process grievances arising hereunder. The duly elected representatives of the CSEA shall be permitted time off to attend CSEA conventions during the course of the year, without loss of pay or other benefits. In addition to the above excused time provision, the President and two Executive Assistants to the President and three clerical personnel are permitted to perform their duties on a full-time basis without loss of pay or other benefits. The Executive Assistants to the President and the clerical personnel shall be chosen by the President, with the approval of the Town Supervisor. Once approval has been granted by the Town Supervisor, the individuals released on a full-time basis cannot be removed without joint approval of the Town Supervisor and the President of the Hempstead Town Local of CSEA. Shop stewards may request of the CSEA local President who may, in turn, request of the Director of Personnel, reasonable time off during the work day to process grievances and disciplinary matters. Such requests shall not be unreasonably denied by the Director of Personnel. The CSEA shall also furnish the Employer with a list of its officers and shop stewards, which shall be kept current.

30. OFFICE SPACE. The Union shall be provided by the Employer with an office at 1580 Merrick Road, Merrick, New York, 11566 without charge, for the purpose of conducting its business relative to employees of the Employer.

31. PRODUCTIVITY. The comprehensive bilateral program to increase and study productivity will be continued.

32. LABOR MANAGEMENT. In order to continue the exploration of avenues for the improvement of services to the residents of the Town of Hempstead and on behalf of the employees of the Employer, the Employer and the CSEA shall cooperate through the Labor Management Committee to study and formulate recommendations regarding public service and personnel practices. This Committee shall be comprised of no more than four (4) representatives of management and no more than four (4) representatives of the Union. All questions of contract interpretation concerning conditions of employment shall in the first instance be referred to the joint Labor Management Committee.

33. NO DISCRIMINATION. There shall be no discrimination with regard to hiring, job tenure, promotions or otherwise because of activities on behalf of the Union.

34. NO STRIKES. During the term of this agreement there shall be no strikes, slowdowns, lockouts or any other concerted work stoppage or slowdown.

35. MANAGEMENT RIGHTS. It is understood and agreed that the Employer has 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, fix the salaries of, promote, transfer, assign, discharge, discipline or lay off employees, or discontinue their positions, SUBJECT HOWEVER, TO THE APPLICABLE SECTIONS OF THE CIVIL SERVICE LAW, THE GRIEVANCE PROCEDURE AND 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 overtime.

(5) To contract for performance of any of its services and increase or decrease the scope thereof, subject to the applicable provisions of this contract.

(6) To install or remove equipment.

(7) To establish and maintain all other work rules and necessary and reasonable operating rules and regulations.

36. PAST PRACTICES. It is agreed, however, that no conduct or action of the Town hereunder shall be inconsistent with any provision of this agreement or of the Civil Service Law and Rules, or diminish any prior benefits. With respect to Sanitation "6 for 5" pay, the value of the sixth day's hourly rate shall be monetarily computed for each employee as of 12/31/99, and such hourly rate shall not be increased thereafter.

37. TERM. This contract shall take effect at 12:01 a.m. January 1, 2001 and expire at midnight December 31, 2004.

38. LEGISLATIVE ACTION REQUIRED. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

39. REOPEN NEGOTIATIONS. Should the twenty (20) year retirement plan at one-half pay, no age limit, or any other retirement benefit become permissive by New York State legislation, the Employer agrees to reopen negotiations.

40. SAVINGS CLAUSE. Should any part of this agreement be held illegal by any competent tribunal, then the balance of the agreement shall remain in full force and effect. The parties agree to meet immediately to work out a proper substitute for any portion of the agreement which is held to be illegal.

41. COPY OF AGREEMENT. A copy of this agreement, together with a table of contents alphabetically arranged, will be provided to each employee by the Town of Hempstead.

42. MILEAGE ALLOWANCE. Any employee authorized by Town Board resolution to use their automobile in the performance of their duties shall be compensated pursuant to the Federally established IRS mileage reimbursement allowance for use of such automobile for each mile actually and necessarily traveled by the employee in the performance of his duties

43. UNEMPLOYMENT COMPENSATION. All employees of the Employer shall be afforded unemployment compensation as prescribed in Article 18 of the New York State Labor Laws.

44. SUBCONTRACTING. The Employer shall not lay off any employee as a result of subcontracting. The Employer also agrees that, when possible, it will not cause any hardship to the employee. (Hardship shall be defined as additional expense incurred in reporting to and from work, change of work shift hours or working additional hours.)

45. LAYOFF AND REHIRING PROCEDURE FOR NON-COMPETITIVE AND LABOR CLASS EMPLOYEES.

In the event that a layoff becomes necessary, the Employer shall lay off the least senior employee within title. If an employee is laid off, he shall be placed on a preferred list, by title, established by the Employer in seniority order. The employee's name shall remain on the preferred list for two (2) years. Before any new employee is hired into a title that there is a preferred list for, the preferred list must be utilized. Should an employee be laid off in accordance with the layoff procedure, he shall have the right to displace the least senior employee in the next lower title in his promotional line, provided that the laid off employee has more seniority than the person in the lower title. If an employee is rehired from a preferred list, the employee shall be placed on his former step and be recredited with his former seniority.

46. HOLD HARMLESS. The Employer agrees to provide each employee with protection as provided in Chapter 11 of the Code of the Town of Hempstead. It is agreed that, should the Town Board decide to diminish the protection that is provided under Chapter 11 of the Code of the Town of Hempstead, the Employer shall continue to provide identical protection to its employees until a mutually acceptable solution can be negotiated between the CSEA and the Employer. It is further agreed that the Employer shall immediately notify the CSEA should the protection provided under Chapter 11 of the Code of the Town of Hempstead be reduced in any way and that the Employer shall, upon demand by the CSEA, immediately participate in negotiations with the CSEA to negotiate a mutually agreeable substitute providing similar protection to employees.

47. MECHANICS' TOOLS. The Employer shall provide all tools to its mechanics.

48. DISABILITY BENEFITS. The Employer shall elect to provide disability benefits for its employees pursuant to Article 9 of the New York State Workers' Compensation Law. The contribution for each employee for the cost of disability benefits provided hereunder shall be one-half percent (1/2%) of the employee's wages, but not in excess of sixty cents (\$.60) per week.

49. SEASONAL AND PART TIME EMPLOYEES. Except as expressly provided in this agreement, seasonal and part time employees receive no benefits.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have signed this agreement the date and year above written.

TOWN OF HEMPSTEAD

By: 
Town Supervisor

TOWN OF HEMPSTEAD LOCAL 888, CIVIL SERVICE
EMPLOYEE ASSOCIATION, INC.

By: 
President

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

By: 
Labor Relations Specialist



SCHEDULE "A"

STATE OF NEW YORK)
) ss.:
 COUNTY OF NASSAU)

On this 17th day of June 2001, before me personally came RICHARD V. GUARDINO, JR., to me known to me to be the Supervisor of the Town of Hempstead, Nassau County, New York, who being by me duly sworn, did depose and say that he resides at No. 30 Bayside Drive, Point Lookout, New York; that he is the Supervisor of the Town of Hempstead described in and which executed the foregoing agreement and that he knows the corporate seal; that it was so ordered of the Town Board of the Town of Hempstead, Nassau County, New York; and that by like order he therunto signed in and official designation.

Theresa M. Haller
 Notary Public

TERESA M. HALLER
 NOTARY PUBLIC, State of New York
 No. 4826141
 Qualified in Nassau County
 Commission Expires February 28, 2003

STATE OF NEW YORK)
) ss.:
 COUNTY OF NASSAU)

On this 17th day of June 2001, before me personally came RIGO J. FREDONZAN, to me known who I me duly sworn, did depose and say that he resides at No. 339 Birch Road, Kings Park, New York; that he is a collective bargaining specialist employed by the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, the corporation described in and which executed the foregoing agreement and that he signed his name thereto by order of the Board of Directors.

Theresa M. Haller
 Notary Public

TERESA M. HALLER
 NOTARY PUBLIC, State of New York
 No. 4826141
 Qualified in Nassau County
 Commission Expires February 28, 2003

STATE OF NEW YORK)
) ss.:
 COUNTY OF NASSAU)

On this 17th day of June 2001, before me personally came WILLIAM FLANAGAN, to me known who I me duly sworn, did depose and say that he resides at No. 80 Robinwood Avenue, Hempstead, New York; that he is the President of the Town of Hempstead Local 880, CSEA, the unit described in and which executed the foregoing agreement and that he signed his name thereto by order of the Board of Directors of said Town of Hempstead Local 880.

Theresa M. Haller
 Notary Public

TERESA M. HALLER
 NOTARY PUBLIC, State of New York
 No. 4826141
 Qualified in Nassau County
 Commission Expires February 28, 2003

- Assistant to Commissioner, Dept. of Occupational Resources
- Assistant to First Deputy Commissioner, Dept. of Gen. Services (Adm.)
- Assistants to Supervisor
- Assistants to Town Board
- Chief Deputy Town Attorney
- Chief of Staff in the Office of the Supervisor
- Civil Engineer V, Dept. of Engineering
- Commissioners (all)
- Deputy Commissioners
- Deputies (all except Deputy Town Attorneys)
- Directors (all)
- Executive Director, Civil Service Commission
- Highway Budget Supervisor
- Legislative Aides to Town Board
- Press Secretary
- Principal Deputy Town Attorney
- Registrar of Vital Statistics
- Secretaries to Supervisor
- Secretaries to Town Board
- Superintendent of Street Lighting, Traffic Control, DGS
- Town Attorney
- Town Comptroller

SALARY SCHEDULE B - 2001

APPLICABLE TO EMPLOYEES HIRED ON OR BEFORE DECEMBER 31, 1974

GR	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	GR
	2	3	4	5	6	7	8	9	0	
2	33,646	34,116	34,989	36,132	37,252	37,539	37,821	38,104	38,394	2
3	34,363	34,858	35,795	36,969	38,150	38,460	38,740	39,038	39,332	3
4	35,267	35,795	36,785	37,963	39,144	39,440	39,730	40,028	40,325	4
5	36,072	36,644	37,683	38,864	40,040	40,338	40,631	40,927	41,215	5
6	36,898	37,496	38,530	39,801	41,077	41,396	41,713	42,027	42,350	6
7	37,826	38,438	39,523	40,782	42,254	42,596	42,936	43,282	43,625	7
8	38,869	39,523	40,657	42,069	43,481	43,836	44,194	44,556	44,898	8
9	39,915	40,600	41,783	43,247	44,709	45,074	45,448	45,810	46,173	9
10	41,009	41,740	43,014	44,570	46,127	46,514	46,898	47,298	47,681	10
11	42,190	42,960	44,286	45,938	47,587	48,001	48,414	48,827	49,246	11
12	43,377	44,190	45,557	47,305	49,048	49,488	49,919	50,358	50,800	12
13	44,568	45,416	46,834	48,672	50,513	50,970	51,429	51,894	52,350	13
14	46,133	47,070	48,573	50,613	52,645	53,142	53,656	54,152	54,658	14
15	47,511	48,479	50,042	52,179	54,281	54,823	55,343	55,880	56,414	15
16	48,883	49,899	51,507	53,724	55,937	56,491	57,045	57,600	58,154	16
17	50,264	51,314	52,968	55,270	57,590	58,161	58,746	59,322	59,901	17
18	51,644	52,731	54,428	56,836	59,244	59,836	60,445	61,036	61,641	18
19	53,458	54,619	56,360	58,859	61,355	61,984	62,606	63,242	63,867	19
20	55,394	56,550	58,389	60,939	63,486	64,121	64,768	65,394	66,031	20
21	58,050	59,182	61,126	63,867	66,597	67,283	67,971	68,650	69,332	21
22	60,800	62,022	64,047	66,880	69,717	70,418	71,128	71,831	72,547	22
23	63,545	64,851	66,968	69,898	72,822	73,552	74,283	75,020	75,757	23
24	66,308	67,684	69,898	72,923	75,937	76,696	77,452	78,199	78,938	24
25	69,536	70,987	73,297	76,410	79,530	80,308	81,086	81,854	82,642	25
26	72,756	74,283	76,697	79,899	83,114	83,914	84,713	85,520	86,317	26
27	75,994	77,587	80,085	83,398	86,699	87,518	88,348	89,188	89,997	27
28	79,687	81,362	83,955	87,358	90,751	91,607	92,445	93,303	94,147	28
29	83,398	85,134	87,825	91,319	94,808	95,680	96,554	97,424	98,296	29

SALARY SCHEDULE C - 2001

APPLICABLE TO EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1975

1ST YR START														GR
STEP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	GR
A	B	C	D	E	F	G	H	I	J	K	L	M	N	
20,916	22,791	24,053	25,313	26,790	27,847	28,912	30,872	33,646	34,116	34,989	36,132	37,252	38,394	2
21,399	23,324	24,586	26,842	27,322	28,391	29,456	31,467	34,363	34,858	35,795	36,969	38,150	39,332	3
21,988	23,966	25,224	26,479	27,966	29,034	30,108	32,200	35,267	35,795	36,785	37,963	39,144	40,325	4
22,541	24,568	25,821	27,082	28,563	29,639	30,720	32,944	36,072	36,644	37,683	38,864	40,040	41,215	5
23,072	25,151	26,411	27,670	29,148	30,231	31,311	33,660	36,898	37,496	38,530	39,801	41,077	42,350	6
23,717	25,849	27,102	28,359	29,842	30,935	32,040	34,508	37,826	38,438	39,523	40,782	42,254	43,625	7
24,391	26,586	27,844	29,104	30,584	31,723	32,860	35,412	38,869	39,523	40,657	42,069	43,481	44,898	8
25,075	27,331	28,589	29,844	31,322	32,502	33,685	36,315	39,915	40,600	41,783	43,247	44,709	46,173	9
25,791	28,112	29,371	30,626	32,130	33,344	34,556	37,274	41,009	41,740	43,014	44,570	46,127	47,681	10
26,568	28,959	30,216	31,474	33,055	34,284	35,504	38,310	42,190	42,960	44,286	45,938	47,587	49,246	11
27,348	29,808	31,089	32,374	33,992	35,225	36,454	39,354	43,377	44,190	45,557	47,305	49,048	50,800	12
28,131	30,662	31,984	33,302	34,920	36,160	37,400	40,394	44,568	45,416	46,834	48,672	50,513	52,350	13
29,143	31,763	33,136	34,508	36,130	37,382	38,631	41,735	46,133	47,070	48,573	50,613	52,645	54,658	14
30,123	32,833	34,212	35,594	37,215	38,472	39,728	42,935	47,511	48,479	50,042	52,179	54,281	56,414	15
31,122	33,928	35,304	36,681	38,299	39,566	40,839	44,154	48,883	49,899	51,507	53,724	55,937	58,154	16
32,120	35,006	36,385	37,780	39,383	40,660	41,940	45,382	50,284	51,314	52,968	55,270	57,590	59,901	17
33,118	36,095	37,472	38,853	40,470	41,764	43,048	46,577	51,844	52,731	54,428	56,836	59,244	61,641	18
34,474	37,574	38,946	40,331	41,948	43,249	44,550	48,222	53,458	54,619	56,360	58,859	61,355	63,867	19
35,858	39,089	40,484	41,843	43,481	44,774	46,087	49,912	55,394	56,550	58,369	60,939	63,488	66,031	20
37,781	41,183	42,565	43,937	45,555	46,888	48,221	52,246	58,050	59,182	61,126	63,867	66,597	69,332	21
39,778	43,368	44,734	46,108	47,731	49,082	50,432	54,674	60,800	62,022	64,047	66,880	69,717	72,547	22
41,766	45,521	46,898	48,283	49,901	51,272	52,645	57,089	63,545	64,851	66,968	69,898	72,822	75,757	23
43,758	47,693	49,076	50,451	52,073	53,463	54,849	59,511	66,308	67,684	69,898	72,923	75,937	78,938	24
46,107	50,258	51,632	53,007	54,629	56,044	57,456	62,373	69,536	70,987	73,297	76,410	79,530	82,642	25
48,460	52,818	54,194	55,576	57,195	58,625	60,059	65,225	72,756	74,283	76,697	79,899	83,114	86,317	26
50,811	55,384	56,762	58,139	59,757	61,214	62,667	68,085	75,994	77,587	80,085	83,398	86,699	89,997	27
53,516	58,332	59,708	61,085	62,698	64,185	65,668	71,375	79,687	81,362	83,955	87,358	90,751	94,147	28
56,220	61,273	62,655	64,029	65,649	67,157	68,663	74,662	83,398	85,134	87,825	91,319	94,808	98,296	29
59,070	64,383	65,761	67,134	68,754	70,293	71,828	78,125							30

SALARY SCHEDULE B - 2002

APPLICABLE TO EMPLOYEES HIRED ON OR BEFORE DECEMBER 31, 1974

GR	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	GR
	2	3	4	5	6	7	8	9	0	
2	34,992	35,481	36,389	37,577	38,742	39,041	39,334	39,628	39,930	2
3	35,738	36,252	37,227	38,448	39,676	39,998	40,290	40,600	40,905	3
4	36,678	37,227	38,256	39,482	40,710	41,018	41,319	41,629	41,938	4
5	37,515	38,110	39,190	40,419	41,642	41,952	42,256	42,564	42,864	5
6	38,374	38,996	40,071	41,393	42,720	43,052	43,382	43,708	44,044	6
7	39,339	39,976	41,104	42,392	43,944	44,300	44,653	45,013	45,370	7
8	40,424	41,104	42,283	43,752	45,220	45,589	45,962	46,338	46,694	8
9	41,512	42,224	43,454	44,977	46,497	46,877	47,266	47,642	48,020	9
10	42,649	43,410	44,735	46,353	47,972	48,375	48,774	49,190	49,588	10
11	43,878	44,678	46,057	47,776	49,490	49,921	50,351	50,780	51,216	11
12	45,112	45,958	47,379	49,197	51,010	51,468	51,916	52,372	52,832	12
13	46,351	47,233	48,707	50,619	52,534	53,009	53,486	53,970	54,444	13
14	47,978	48,953	50,518	52,638	54,751	55,268	55,802	56,318	56,844	14
15	49,411	50,418	52,044	54,266	56,452	57,016	57,557	58,115	58,671	15
16	50,838	51,895	53,567	55,873	58,174	58,751	59,327	59,904	60,480	16
17	52,275	53,367	55,087	57,481	59,894	60,487	61,096	61,695	62,297	17
18	53,710	54,840	56,605	59,109	61,614	62,229	62,863	63,477	64,107	18
19	55,596	56,804	58,614	61,213	63,809	64,463	65,110	65,772	66,422	19
20	57,610	58,812	60,725	63,377	66,025	66,686	67,357	68,010	68,672	20
21	60,372	61,549	63,571	66,422	69,261	69,974	70,690	71,396	72,105	21
22	63,232	64,503	66,609	69,555	72,506	73,235	73,973	74,704	75,449	22
23	66,087	67,445	69,647	72,694	75,735	76,494	77,254	78,021	78,787	23
24	68,960	70,391	72,694	75,840	79,874	79,764	80,550	81,327	82,096	24
25	72,317	73,826	76,229	79,466	82,711	83,520	84,329	85,128	85,948	25
26	75,668	77,254	79,765	83,095	86,439	87,271	88,102	88,941	89,770	26
27	79,034	80,690	83,288	86,734	90,167	91,019	91,882	92,735	93,597	27
28	82,874	84,616	87,313	90,852	94,381	95,271	96,143	97,035	97,913	28
29	86,734	88,539	91,338	94,972	98,600	99,507	100,416	101,321	102,228	29

SALARY SCHEDULE C - 2002

APPLICABLE TO EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1975

1ST YR START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	GR
A	B	C	D	E	F	G	H	I	J	K	L	M	N	
21,753	23,703	25,015	26,326	27,862	28,961	30,068	32,107	34,992	35,481	36,389	37,577	38,742	39,930	2
22,255	24,257	25,569	26,878	28,415	29,527	30,634	32,726	35,738	36,252	37,227	38,448	39,676	40,905	3
22,868	24,925	26,233	27,538	29,085	30,195	31,310	33,488	36,678	37,227	38,256	39,482	40,710	41,938	4
23,443	26,551	28,854	28,165	29,706	30,825	31,949	34,262	37,515	38,110	39,190	40,419	41,642	42,864	5
23,995	26,157	27,467	28,777	30,312	31,440	32,563	35,006	38,374	38,996	40,071	41,393	42,720	44,044	6
24,666	26,883	28,186	29,493	31,036	32,172	33,322	35,888	39,339	39,976	41,104	42,392	43,944	45,370	7
25,367	27,649	28,958	30,268	31,807	32,992	34,174	36,828	40,424	41,104	42,283	43,752	45,220	46,694	8
26,078	28,424	29,733	31,038	32,575	33,802	35,032	37,768	41,512	42,224	43,454	44,977	46,497	48,020	9
26,823	29,238	30,546	31,851	33,415	34,678	35,938	38,765	42,649	43,410	44,735	46,353	47,972	49,588	10
27,631	30,117	31,425	32,733	34,377	35,655	36,924	39,842	43,878	44,678	46,057	47,776	49,490	51,216	11
28,442	31,000	32,333	33,689	35,352	36,634	37,912	40,928	45,112	45,958	47,379	49,197	51,010	52,832	12
29,256	31,888	33,263	34,634	36,317	37,606	38,896	42,010	46,351	47,233	48,707	50,619	52,534	54,444	13
30,309	33,034	34,461	35,888	37,575	38,877	40,176	43,404	47,978	48,953	50,516	52,638	54,751	56,844	14
31,328	34,146	35,580	37,018	38,704	40,011	41,317	44,852	49,411	50,418	52,044	54,266	56,452	58,671	15
32,367	35,285	36,716	38,148	39,831	41,149	42,473	45,920	50,838	51,895	53,567	55,873	58,174	60,480	16
33,405	36,406	37,840	39,270	40,958	42,286	43,618	47,178	52,275	53,367	55,067	57,481	59,894	62,297	17
34,443	37,539	38,971	40,407	42,089	43,435	44,770	48,440	53,710	54,840	56,605	59,109	61,614	64,107	18
35,853	39,077	40,504	41,944	43,626	44,979	46,332	50,151	55,596	56,804	58,614	61,213	63,809	66,422	19
37,292	40,653	42,083	43,517	45,199	46,565	47,930	51,808	57,610	58,812	60,725	63,377	66,025	68,672	20
39,292	42,830	44,268	45,694	47,377	48,764	50,150	54,338	60,372	61,549	63,571	66,422	69,261	72,105	21
41,369	45,082	46,523	47,952	49,640	51,045	52,449	56,861	63,232	64,503	66,609	69,555	72,506	75,449	22
43,437	47,342	48,774	50,214	51,897	53,323	54,751	59,373	66,087	67,445	69,647	72,694	75,735	78,787	23
45,508	49,601	51,039	52,489	54,156	55,602	57,043	61,891	68,960	70,391	72,694	75,840	79,074	82,086	24
47,951	52,268	53,697	55,127	56,814	58,286	59,754	64,868	72,317	73,826	76,229	79,466	82,711	85,948	25
50,398	54,931	56,362	57,799	59,483	60,970	62,461	67,834	75,666	77,254	79,765	83,095	86,439	89,770	26
52,843	57,599	59,032	60,465	62,147	63,663	65,174	70,808	79,034	80,690	83,288	86,734	90,167	93,597	27
55,657	60,665	62,094	63,528	65,206	66,752	68,295	74,230	82,874	84,616	87,313	90,852	94,381	97,913	28
58,469	63,724	65,161	66,590	68,275	69,843	71,410	77,648	86,734	88,539	91,338	94,972	98,600	102,228	29
61,433	66,958	68,391	69,819	71,504	73,105	74,701	81,250							30

SALARY SCHEDULE B - 2003

APPLICABLE TO EMPLOYEES HIRED ON OR BEFORE DECEMBER 31, 1974

GR	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	GR
	2	3	4	5	6	7	8	9	0	
2	36,479	36,989	37,936	39,174	40,389	40,700	41,006	41,312	41,627	2
3	37,257	37,793	38,809	40,082	41,362	41,698	42,002	42,326	42,643	3
4	38,237	38,809	39,882	41,160	42,440	42,761	43,075	43,398	43,720	4
5	39,109	39,730	40,856	42,137	43,412	43,735	44,052	44,373	44,686	5
6	40,005	40,653	41,774	43,152	44,536	44,882	45,226	45,566	45,916	6
7	41,011	41,675	42,851	44,194	45,812	46,183	46,551	46,926	47,298	7
8	42,142	42,851	44,080	45,811	47,142	47,527	47,915	48,307	48,678	8
9	43,276	44,019	45,301	46,889	48,473	48,869	49,275	49,667	50,061	9
10	44,462	45,255	46,636	48,323	50,011	50,431	50,847	51,281	51,695	10
11	45,743	46,577	48,014	49,806	51,593	52,043	52,491	52,938	53,393	11
12	47,029	47,911	49,393	51,288	53,178	53,655	54,122	54,598	55,077	12
13	48,321	49,240	50,777	52,770	54,767	55,262	55,759	56,264	56,758	13
14	50,017	51,034	52,663	54,875	57,078	57,617	58,174	58,712	59,260	14
15	51,511	52,561	54,256	56,572	58,851	59,439	60,003	60,585	61,165	15
16	52,999	54,101	55,844	58,248	60,646	61,248	61,848	62,450	63,050	16
17	54,497	55,635	57,428	59,924	62,439	63,058	63,693	64,317	64,945	17
18	55,993	57,171	59,011	61,621	64,233	64,874	65,535	66,175	66,832	18
19	57,959	59,218	61,105	63,815	66,521	67,203	67,877	68,567	69,245	19
20	60,058	61,312	63,306	66,071	68,831	69,520	70,220	70,900	71,591	20
21	62,938	64,165	66,273	69,245	72,205	72,948	73,694	74,430	75,169	21
22	65,919	67,244	69,440	72,511	75,588	76,347	77,117	77,879	78,656	22
23	68,896	70,311	72,607	75,783	78,954	79,745	80,537	81,337	82,135	23
24	71,891	73,383	75,783	79,063	82,330	83,154	83,973	84,783	85,585	24
25	75,390	76,964	79,469	82,843	86,226	87,070	87,913	88,746	89,601	25
26	78,882	80,537	83,155	86,627	90,113	90,980	91,846	92,721	93,585	26
27	82,393	84,119	86,828	90,420	93,999	94,887	95,787	96,676	97,575	27
28	86,396	88,212	91,024	94,713	98,392	99,320	100,229	101,159	102,074	28
29	90,420	92,302	95,220	99,008	102,791	103,736	104,684	105,627	106,573	29

SALARY SCHEDULE C - 2003

APPLICABLE TO EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1975

GR	1ST YR START													GR	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
2	22,878	24,710	26,078	27,445	29,046	30,192	31,346	33,472	36,479	36,989	37,936	39,174	40,389	41,627	2
3	23,201	25,288	26,656	28,018	29,623	30,782	31,936	34,117	37,257	37,793	38,809	40,082	41,362	42,643	3
4	23,840	25,984	27,348	28,708	30,321	31,478	32,641	34,911	38,237	38,809	39,882	41,160	42,440	43,720	4
5	24,439	26,637	27,995	29,362	30,969	32,135	33,307	35,718	39,109	39,730	40,856	42,137	43,412	44,686	5
6	25,015	27,269	28,634	30,000	31,600	32,776	33,947	36,494	40,005	40,653	41,774	43,152	44,536	45,916	6
7	25,714	28,026	29,384	30,746	32,355	33,539	34,738	37,413	41,011	41,675	42,851	44,194	45,812	47,298	7
8	26,445	28,824	30,189	31,554	33,159	34,394	35,626	38,393	42,142	42,851	44,080	45,811	47,142	48,678	8
9	27,186	29,632	30,997	32,357	33,959	35,239	36,521	39,373	43,276	44,019	45,301	46,889	48,473	50,061	9
10	27,963	30,479	31,844	33,205	34,835	36,152	37,465	40,413	44,462	45,255	46,636	48,323	50,011	51,695	10
11	28,805	31,397	32,761	34,124	35,838	37,170	38,493	41,535	45,743	46,577	48,014	49,806	51,593	53,393	11
12	29,651	32,318	33,707	35,100	36,854	38,191	39,523	42,667	47,029	47,911	49,393	51,288	53,178	55,077	12
13	30,499	33,243	34,677	36,106	37,660	39,204	40,549	43,795	48,321	49,240	50,777	52,770	54,767	56,758	13
14	31,597	34,438	35,926	37,413	39,172	40,529	41,883	45,249	50,017	51,034	52,663	54,875	57,078	59,260	14
15	32,659	35,597	37,092	38,591	40,349	41,711	43,073	46,560	51,611	52,561	54,256	56,572	58,851	61,165	15
16	33,743	36,785	38,276	39,769	41,524	42,898	44,278	47,872	52,999	54,101	55,844	58,248	60,646	63,050	16
17	34,825	37,953	39,448	40,939	42,699	44,083	45,472	49,181	54,497	55,635	57,428	59,924	62,439	64,945	17
18	35,907	39,134	40,627	42,124	43,878	45,281	46,673	50,499	55,993	57,171	59,011	61,621	64,233	66,832	18
19	37,377	40,738	42,225	43,727	45,480	46,891	48,301	52,282	57,959	59,218	61,105	63,815	66,521	69,245	19
20	38,877	42,381	43,872	45,366	47,120	48,544	49,967	54,114	60,058	61,312	63,306	66,071	68,831	71,591	20
21	40,962	44,650	46,149	47,636	49,391	50,836	52,281	56,845	62,938	64,165	66,273	69,245	72,205	75,169	21
22	43,127	47,008	48,500	49,990	51,750	53,214	54,678	59,278	65,919	67,244	69,440	72,511	75,588	78,656	22
23	45,283	49,354	50,847	52,348	54,103	55,589	57,078	61,896	68,896	70,311	72,607	75,783	78,954	82,135	23
24	47,442	51,709	53,208	54,699	56,458	57,965	59,467	64,521	71,891	73,383	75,783	79,063	82,330	85,585	24
25	49,989	54,489	55,979	57,470	59,229	60,763	62,284	67,625	75,390	76,964	79,469	82,843	86,226	89,601	25
26	52,540	57,266	58,757	60,255	62,011	63,561	65,116	70,717	78,882	80,537	83,155	86,627	90,113	93,585	26
27	55,089	60,047	61,541	63,035	64,788	66,369	67,944	73,817	82,393	84,119	86,828	90,420	93,999	97,575	27
28	58,022	63,243	64,733	66,228	67,977	69,589	71,198	77,385	86,396	88,212	91,024	94,713	98,392	102,074	28
29	60,954	66,432	67,930	69,420	71,177	72,811	74,445	80,948	90,420	92,302	95,220	99,008	102,791	106,573	29
30	64,044	69,804	71,298	72,786	74,543	76,212	77,876	84,703							30

SALARY SCHEDULE B - 2004

APPLICABLE TO EMPLOYEES HIRED ON OR BEFORE DECEMBER 31, 1974

GR	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	GR
	2	3	4	5	6	7	8	9	0	
2	38,121	38,654	39,643	40,937	42,207	42,532	42,851	43,171	43,500	2
3	38,934	39,494	40,555	41,886	43,223	43,574	43,892	44,231	44,562	3
4	39,958	40,555	41,677	43,012	44,350	44,685	45,013	45,351	45,687	4
5	40,869	41,518	42,695	44,033	45,366	45,703	46,034	46,370	46,697	5
6	41,805	42,482	43,654	45,094	46,540	46,902	47,261	47,616	47,982	6
7	42,856	43,550	44,779	46,183	47,874	48,261	48,646	49,038	49,426	7
8	44,038	44,779	46,064	47,663	49,263	49,666	50,071	50,481	50,869	8
9	45,223	46,000	47,340	48,999	50,654	51,068	51,492	51,902	52,314	9
10	46,463	47,291	48,735	50,498	52,261	52,700	53,135	53,589	54,021	10
11	47,801	48,673	50,175	52,047	53,915	54,385	54,853	55,320	55,796	11
12	49,145	50,067	51,616	53,596	55,571	56,069	56,557	57,055	57,555	12
13	50,495	51,456	53,062	55,145	57,232	57,749	58,268	58,796	59,312	13
14	52,268	53,331	55,033	57,344	59,647	60,210	60,792	61,354	61,927	14
15	53,829	54,926	56,698	59,118	61,499	62,114	62,703	63,311	63,917	15
16	55,384	56,536	58,357	60,869	63,375	64,004	64,631	65,260	65,887	16
17	56,949	58,139	60,012	62,621	65,249	65,896	66,559	67,211	67,868	17
18	58,513	59,744	61,666	64,394	67,123	67,793	68,484	69,153	69,839	18
19	60,567	61,883	63,855	66,687	69,514	70,227	70,931	71,653	72,361	19
20	62,761	64,071	66,155	69,044	71,928	72,648	73,380	74,091	74,813	20
21	65,770	67,052	69,255	72,361	75,454	76,231	77,010	77,779	78,552	21
22	68,885	70,270	72,565	75,774	78,989	79,783	80,587	81,384	82,196	22
23	71,996	73,475	75,874	79,193	82,507	83,334	84,161	84,997	85,831	23
24	75,126	76,685	79,193	82,621	86,035	86,896	87,752	88,598	89,436	24
25	78,783	80,427	83,045	86,571	90,106	90,988	91,869	92,740	93,633	25
26	82,432	84,161	86,897	90,525	94,168	95,074	95,979	96,893	97,796	26
27	86,101	87,904	90,735	94,489	98,229	99,157	100,097	101,026	101,966	27
28	90,284	92,182	95,120	98,975	102,820	103,789	104,739	105,711	106,667	28
29	94,489	96,456	99,505	103,463	107,417	108,404	109,395	110,380	111,369	29

SALARY SCHEDULE C - 2004

APPLICABLE TO EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1975

GR	1ST YR START													GR	
	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M		STEP N
2	23,699	25,822	27,252	28,680	30,353	31,551	32,757	34,978	38,121	38,654	39,643	40,937	42,207	43,500	2
3	24,245	26,426	27,856	29,279	30,956	32,167	33,373	35,652	38,934	39,494	40,555	41,886	43,223	44,562	3
4	24,913	27,153	28,579	30,000	31,685	32,895	34,110	36,482	39,958	40,555	41,677	43,012	44,350	45,687	4
5	25,539	27,836	29,255	30,683	32,363	33,581	34,806	37,325	40,869	41,518	42,695	44,033	45,366	46,697	5
6	26,141	28,496	29,923	31,350	33,022	34,251	35,475	38,136	41,805	42,482	43,654	45,094	46,540	47,982	6
7	26,871	29,287	30,706	32,130	33,811	35,048	36,301	39,097	42,856	43,550	44,779	46,183	47,874	49,426	7
8	27,635	30,121	31,548	32,974	34,651	35,942	37,229	40,121	44,038	44,779	46,064	47,663	49,263	50,869	8
9	28,409	30,965	32,392	33,813	35,487	36,825	38,164	41,145	45,223	46,000	47,340	48,999	50,654	52,314	9
10	29,221	31,851	33,277	34,699	36,403	37,779	39,151	42,232	46,463	47,291	48,735	50,498	52,261	54,021	10
11	30,101	32,810	34,235	35,660	37,451	38,843	40,225	43,404	47,801	48,673	50,175	52,047	53,915	55,796	11
12	30,985	33,772	35,224	36,680	38,512	39,910	41,302	44,587	49,145	50,067	51,616	53,596	55,571	57,555	12
13	31,871	34,739	36,237	37,731	39,584	40,968	42,374	45,766	50,495	51,456	53,062	55,145	57,232	59,312	13
14	33,019	35,988	37,543	39,097	40,935	42,353	43,768	47,285	52,268	53,331	55,033	57,344	59,647	61,927	14
15	34,129	37,199	38,761	40,328	42,165	43,588	45,011	48,645	53,829	54,928	56,698	59,118	61,499	63,917	15
16	35,261	38,440	39,998	41,559	43,393	44,828	46,271	50,026	55,384	56,536	58,357	60,869	63,375	65,887	16
17	36,392	39,661	41,223	42,781	44,620	46,067	47,518	51,394	56,949	58,139	60,012	62,621	65,249	67,868	17
18	37,523	40,895	42,455	44,020	45,853	47,319	48,773	52,771	58,513	59,744	61,666	64,394	67,123	69,839	18
19	39,059	42,571	44,125	45,695	47,527	49,001	50,475	54,635	60,567	61,883	63,855	66,687	69,514	72,361	19
20	40,626	44,288	45,846	47,407	49,240	50,728	52,216	56,549	62,761	64,071	66,155	69,044	71,928	74,813	20
21	42,805	46,659	48,226	49,780	51,814	53,124	54,634	59,194	65,770	67,052	69,255	72,361	75,454	78,552	21
22	45,068	49,123	50,683	52,240	54,079	55,609	57,139	61,946	68,885	70,270	72,565	75,774	78,989	82,196	22
23	47,321	51,575	53,135	54,704	56,538	58,091	59,647	64,681	71,996	73,475	75,874	79,193	82,507	85,831	23
24	49,577	54,036	55,602	57,180	58,999	60,573	62,143	67,424	75,126	76,685	79,193	82,621	86,036	89,436	24
25	52,239	56,941	58,498	60,056	61,894	63,497	65,097	70,668	78,783	80,427	83,045	86,571	90,106	93,633	25
26	54,904	59,843	61,401	62,966	64,801	66,421	68,046	73,899	82,432	84,161	86,897	90,525	94,168	97,796	26
27	57,568	62,749	64,310	65,872	67,703	69,356	71,001	77,139	86,101	87,904	90,735	94,489	98,229	101,966	27
28	60,633	66,089	67,646	69,208	71,036	72,721	74,402	80,867	90,284	92,182	95,120	98,975	102,820	106,667	28
29	63,687	69,421	70,987	72,544	74,380	76,087	77,795	84,591	94,489	96,456	99,505	103,463	107,417	111,369	29
30	66,926	72,945	74,506	76,061	77,897	79,642	81,380	88,515							30

SCHEDULE "D"

GRIEVANCE PROCEDURE FOR TOWN OF HEMPSTEAD EMPLOYEES

Including seasonal and part-time employees as per Part 6.0 hereof.
Regulations governing the submission and settlement of grievances of
Town of Hempstead employees.

PREAMBLE

In order to establish a more harmonious and cooperative relationship between the Town of Hempstead and its employees, it is hereby declared to be the policy of the administration of the Town to provide for the settlement of employment grievances through the following procedure.

Part 1.0 DEFINITIONS

- 1.1 The term "Board" means the Grievance Board, Town of Hempstead.
- 1.2 The term "Department" means departments, boards, agencies, commissions, or special districts of the Town government.
- 1.3 The term "CSEA" means the recognized bargaining agent.
- 1.4 The term "Employee Representative" means the agent selected by the employee to act in his/her behalf in the processing of a grievance.
- 1.5 The term "Department Representative" means the officer or employee designated by the head of such department to act with full authority in his/her behalf in making a determination on a grievance.
- 1.6 "Immediate Supervisor" means the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and reviews the employee's work, approves his/her time record or evaluates his/her work performance by or with the designation of the department head.
- 1.7 "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing collective bargaining agreement, rules, procedures, regulations, administrative orders or work rules of a government or a department or agency thereof, which relate to or involve employee's health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee's job classification, title, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to Civil Service Law or any rule, law, or regulation having the force and effect of law. Effective January 1, 1994, a "Grievance" shall be defined as any claimed violation, misinterpretation or inequitable application of the existing collective bargaining agreement, rules, procedures, regulations, administrative orders or work rules of the employer or a department, except any matter which is otherwise reviewable pursuant to the Civil Service Law.

1.8 "Group Grievance" means a grievance affecting more than one employee in which a common question(s) predominates and the joining of such claims is superior for the fair and efficient resolution of the matter. Only CSEA can process Group Grievances.

1.9 "Higher Ranking Supervisor" means the employee or officer on a higher level of authority in direct line above the immediate supervisor and below the level of the department head.

1.10 "Hearing Representative" means the officer or employee designated by the department head to conduct a hearing at the second step of the procedure herein.

INTRODUCTION

Part 2.0

The provisions and procedures established hereunder shall be applicable to grievances in any department, board, agency, commission or special district of the Town of Hempstead. This procedure shall not apply to any matter involving an employee's job classification, title, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to Civil Service Law or any rule, law or regulation having the force and effect of law.

It is the fundamental responsibility of supervisors or those in charge to take appropriate action promptly and fairly upon the grievances of their subordinates.

The head of each department, board, agency, commission or special district of the Town of Hempstead shall be responsible for carrying out the regulations prescribed herein and maintaining the standards herein prescribed.

DEPARTMENTAL RESPONSIBILITY

Part 3.0

An employee shall be entitled to a representative of his/her own choosing in the presentation and processing of a grievance.

The head of each department, board, agency, commission or special district of the Town shall establish formal procedures for the submission of grievances by employees and for the prompt and orderly consideration and determination of such grievances by supervisors in accordance here-with.

3.1 The first step shall consist of the employee's presentation of his/her grievance to his/her immediate supervisor, who shall consult with and permit the employee to consult with any of his/her higher ranking supervisors below the head of the department, board, agency, commission, or special district of the Town of Hempstead. The discussion and resolution of grievances in the first step shall be on an oral basis.

3.2 The second step shall be the determination of the grievance by the head of the department, board, agency, commission, or special district or by a duly designated representative. If a grievance is not satisfactorily settled at the first step,

the employee may request a review and determination by the head of the department, board, agency, commission, or special district of the Town of Hempstead or designated representative. In this case, the specific nature of the grievance shall be made in writing, by the employee and by the appropriate supervisors. The head of the department, board, agency, commission, or special district shall, at the request of the employee, hold an informal hearing. The employee and his/her representative may appear and present oral statements or arguments. The determination of such grievance shall be made by the head of the department, board, agency, commission, or special district, or his/her representative.

PROCEDURES

Part 4.0

4.1 All employees have the right to present their grievance in accordance with the procedures described herein, with or without the assistance of a representative of the Union, and free from interference, coercion, restraint, discrimination, or reprisal. The CSEA shall have a right to have a representative present at each grievance step and to be notified of each decision. In the case of an employee, a grievance must be initiated within twelve (12) months after the employee knew, or should have known of the grievance. Group grievances must be initiated within eighteen (18) months after the Group knew or should have known of the grievance. Effective March 22, 1988 the time within which to bring an employee or group grievance shall be six months.

4.2 Step 1 An employee who feels that he/she has been aggrieved may orally present his/her grievance to his/her immediate supervisor or department supervisor common to the group who shall carefully consider the matter and, within five (5) working days thereafter, make a determination and advise the employee and the CSEA of the decision.

4.3 Step 2 If the grievance is not satisfactorily adjusted at Step 1, an employee or his/her CSEA representative may present the matter to his/her department head within five (5) working days after notification of the decision provided in Step 1, by filing with his/her department head or a duly designated representative, a written notice of the specified grievance on an official form provided for that purpose. Within ten (10) working days after it is presented to him/her, the department head or duly designated representative shall make a written determination and advise the employee and the CSEA of the decision.

4.4 Step 3 If the grievance is not satisfactorily adjusted at Step 2, an employee or his/her CSEA representative may appeal the matter to the Town of Hempstead Grievance Board within thirty (30) working days after the decision provided at Step 2.

4.5 The Grievance Board shall schedule a hearing within fifteen (15) working days after the receipt of the employee's request and shall render a decision within thirty (30) working days. Both the Grievance Board and the employee shall be entitled to one adjournment as of right, but further adjournments may only be by mutual consent.

4.6 Any matter which is not a grievance as defined herein shall not be the subject of the binding arbitration procedure provided herein.

4.7 The parties to the grievance may submit written statements on matters relating to the grievance to the Board prior to the hearing. The employee, his representative, if any, and the head of the department shall be notified in writing of the decision of the Board.

4.8 If a grievance is referred to the Labor Management Committee, the Labor Management Committee shall meet within ten (10) working days and render a decision within ten (10) working days subsequent to its last meeting.

4.9 A verbatim record may be kept of all hearings of the Board.

4.10 The appeals to the Grievance Board may be heard in public or in private, as determined by the Grievance Board.

4.11 Step 4 Within thirty (30) working days after the notification of the decision reached at Step 3, a grievance as defined herein, with the consent of the CSEA, shall be submitted to arbitration for review.

4.12 The Employer and the CSEA shall mutually agree on twelve (12) people to serve as a panel of arbitrators.

4.13 All the arbitrators so selected shall be listed alphabetically except as otherwise provided below

4.14 One arbitrator shall be selected in alphabetical order. If the arbitrator selected advises the parties that he/she is unable to hear the grievance within thirty (30) calendar days from the date he/she is notified of selection, the next arbitrator on the list shall be so designated.

4.15 Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

4.16 Those selected as arbitrators under this Agreement shall receive a fee of up to a maximum of \$700 per day, to include all expenses and to be borne equally by the parties.

4.17 The arbitrator shall have no authority to add to, subtract from, modify or change in any way, the provisions of this agreement, or any expressly written amendment or supplement thereto

4.18 The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

4.19 The arbitrators shall issue written findings of fact and binding recommendations for resolving the grievance to the parties within thirty (30) calendar days after the hearing.

4.20 Arbitration hearings shall consist of, but not be limited to, a review of the evidence, record and decisions reached at Step 3.

4.21 Evidence that has not been submitted at the Grievance Board hearing shall not be sub-mitted at an arbitration hearing unless the party submitting the evidence has submitted same to the Grievance Board at least ten (10) calendar days prior to the arbitration hearing. It is understood that the term "evidence" shall not include the submission of decisions regarding similar cases, new arguments, the submission of applicable statutes, rules, regulations or case law.

4.22 Should the Town Grievance Board change its decision subsequent to the timely submission of new evidence, and should the CSEA withdraw a grievance as a result thereof, any cancellation fee charged by the arbitrator shall be borne equally by the parties.

4.23 Group Grievances shall be presented to the lowest ranking supervisor common to all employees in the group.

Part 5.0 For the purpose of this Grievance Procedure:

5.1 Failure by the Employer, at any step of the procedure provided herein, to communicate a decision of a grievance within the specified time limits shall permit the employee to proceed to the next step.

5.2 Failure by the employee or CSEA at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal to the next step.

5.3 Conferences and hearings held under the procedure provided herein shall be conducted at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present at such conferences or hearings. When such conferences or hearings are held during working hours, all individuals necessary for the conferences or hearings will be excused without loss of pay or benefits for the purpose of attending such conferences or hearings.

Part 6.0

A Grievance Committee, comprised of a total of four (4) members (two [2] from CSEA and two [2] from the Town of Hempstead), mutually agreeable to both sides, shall be formed solely for the purpose of investigating grievances on behalf of seasonal and part-time employees having a minimum of thirty (30) days length of service. Upon finding by a majority of this Committee that the grievance is warranted, said seasonal or part-time employee will be permitted to process his/her grievance in accordance with the grievance procedure herein.

SCHEDULE "E"

DISCIPLINARY PROCEDURE FOR TOWN OF HEMPSTEAD EMPLOYEES

1.0 The provisions of this section shall be exclusive for all employees of the Employer who previously had, or upon subsequently becoming employed would have had, the disciplinary protections afforded under Section 75 of the Civil Service Law of the State of New York or Chapter 37 of the Code of the Town of Hempstead, were it not for the enactment of this new disciplinary procedure. It is further understood that employees of the Employer who were not previously granted the protections of either Section 75 or Chapter 37 are not entitled to the disciplinary protection afforded herein unless they are subsequently employed in a title that provides for such protection were it not for the enactment of this new disciplinary procedure.

1.1 There shall be a trial period of six (6) months from date of original hire for all employees in full-time positions, unless a longer, or new, or additional probationary or trainee period is provided by the Civil Service Commission Rules or by New York State statute. During this trial period, the employee holding the position shall not have any disciplinary protection. In addition, an employee's failure of a probationary or trainee period required by the Civil Service Commission shall not be subject to the Disciplinary Procedure.

1.2 Interruptions of service in a full-time or part-time position, lasting less than one year, shall not be an interruption of years of continuous service.

1.3 Only an employee who has passed the trial period, as set forth above, shall be entitled to use the Disciplinary Review Procedure as set forth in this section.

1.4 An employee who is seasonal, temporary, provisional, or in the unclassified service, or in a position designated by the Civil Service Commission as "confidential" or "influencing policy", shall not have the protections of Schedule "E" of this Agreement. Time served in any such position shall not be credited towards a trial period, except that following a permanent appointment, time served in subsequent positions (other than seasonal, temporary, unclassified, or positions designated by the Civil Service Commission as "confidential" or "influencing policy") shall be credited towards the trial period.

2.0 An employee who is covered by this schedule may not have any of the Health, Dental or Optical insurance benefits provided for in this Agreement suspended, discontinued, or interrupted by the Town pending the completion of the Disciplinary Review Procedure provided for in this section. The Town shall continue to pay the regular cost of such insurance for such period.

3.0 No penalty or punishment beyond a reprimand may be imposed unless the

employee has been given a reasonable opportunity to have a CSEA representative present at the time any such penalty or punishment is imposed.

3.1 No employee shall be asked or required to sign a resignation unless he/she has first been afforded a reasonable opportunity to consult with a CSEA representative.

4.0 When an employee is being interviewed by a departmental representative under circumstances which may lead to the imposition of a disciplinary penalty against him/her other than a reprimand, the employee shall be given an opportunity to have a CSEA representative present during such interview.

4.1 Such CSEA representative shall be excused from work for a sufficient period of time necessary to assist the employee who has requested his/her presence.

4.2 Such representative, while having the right to be present during the period of interview, shall also have the right to confer with and advise the employee both before and after the interview.

4.3 Statements made by an employee after notice of an investigation related to charges which may be brought against such employee, which statements are made in the absence of an opportunity to have his representative available at the interview, shall not be admissible in the Disciplinary Review Procedure.

5.0 NOTICE OF DISCIPLINE AND CHARGES. An employee who is entitled to the protections of this section shall, within fifteen (15) calendar days of the imposition of a penalty, be served with written notice of the discipline and charges of incompetence and/or misconduct either in person or by certified mail, return receipt requested, to his/ her current address as it appears on the Employer's personnel records. If the employee wishes to contest said discipline, the employee must proceed in accordance with the Disciplinary Review Procedure set forth in this section. A copy of such notice and charges shall simultaneously be served upon the CSEA.

6.0 Discipline may consist of and shall be limited to a reprimand, or a fine not to exceed one hundred dollars (\$100) or a loss of leave entitlements not to exceed thirty (30) days, or a suspension without pay, or demotion in grade or step or dismissal from Town service.

6.1 A discharge or a suspension without pay, in excess of fifteen working days, shall entitle the CSEA to proceed directly to Step 3 of the Disciplinary Review Procedure for expedited arbitration.

7.0 No discipline may be imposed more than eighteen (18) months after the occurrence of the alleged incompetence or misconduct complained of by the Town and described in the notice and charges, unless said incompetence or misconduct would, if proved in a court of competent jurisdiction, constitute a crime.

8.0 DISCIPLINARY REVIEW PROCEDURE

8.1 Step 1. Within ten (10) working days after the imposition of disciplinary action or receipt of notice of discipline and charges, whichever is first, an employee who objects to the disciplinary action which was imposed shall present his/her objection in writing to his/her department head, who shall carefully consider the matter, and within five (5) working days thereafter, make a determination and advise the employee and the CSEA of the decision.

8.2 Step 2. If the objection is not satisfactorily adjusted at Step 1, an employee or his/her CSEA representative shall appeal the matter to a Town disciplinary review officer within ten (10) working days after notification of the decision provided in Step 1, by filing with the Town disciplinary review officer a notice of appeal on the form provided by the Town. Within ten (10) working days after the filing of the appeal, the disciplinary review officer shall schedule a conference to review the appeal. Conferences will be concluded not later than 20 working days after the initial conference unless there is mutual consent to extend the time. Within fifteen (15) working days after the close of the conference, the Town disciplinary review officer shall make a written determination on the appeal and advise the employee and the CSEA of that determination.

8.3 Step 3 Within fifteen (15) working days after (a) notification of the decision reached at Step 2; (b) discharge; or (c) suspension without pay in excess of fifteen (15) working days, only the CSEA may proceed to Disciplinary Arbitration.

9.0 DISCIPLINARY ARBITRATION

9.1 Panel of Arbitrators. The Town and the Union shall mutually agree on twelve (12) people to serve as a panel of arbitrators. Each person selected must be a labor arbitration panel member of the American Arbitration Association or the New York State Public Employment Relations Board panel. All of the arbitrators so selected shall be listed alphabetically except as otherwise provided in Section 9.3 below.

9.2 Arbitrators shall be selected in alphabetical order. If the arbitrator selected advises the parties that he/she is unable to hear the dispute within thirty (30) calendar days from the date he/she is notified of selection, the next arbitrator on the list shall be designated.

9.3 Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

9.4 The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed in writing, to give the arbitrator specific authority to do so,

or to make an award which has this effect. It is understood that a disciplinary proceeding commenced during the term of this Agreement or after its expiration date, but prior to execution of a new agreement, may be processed after the stated expiration date as if the Agreement was still in effect. The award of the arbitrator so made shall be final and binding on the parties.

9.5 For the purpose of this Disciplinary Review Procedure:

(a) Failure by the Town, at any step of the procedure provided herein, to communicate a decision on a grievance or objection within the specified time limits shall permit the employee or the Union to proceed to the next step.

(b) Failure by the employee or Union at any step of this procedure to appeal a grievance or objection to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal to the next step.

(c) Judicial Review of Disciplinary Action shall be exclusively limited to procedures available under C.P.L.R. Article 75.

(d) Neither the Union nor the Town Disciplinary Board shall be permitted more than two (2) adjournments of any arbitration case. No adjournment shall be for more than ten (10) working days. Default will be granted against the party requesting more than two (2) adjournments.

(e) The arbitrator shall only decide whether misconduct or incompetence existed, and if so, the appropriate penalty permitted by this Agreement. For discipline imposed after March 22, 1988, the arbitrator shall also decide whether the disciplinary procedures set forth in this agreement were violated.

(f) No employee shall be suspended for more than fifteen (15) working days, pending the ruling of the arbitrator, unless the employee:

(i) poses a threat to the residents of the Town of Hempstead, property of the Town of Hempstead, or other employees of the Town of Hempstead; or

(ii) is dismissed by the Town of Hempstead.

9.6 Those selected as arbitrators under this Agreement shall receive a fee of seven hundred dollars (\$700) per day, to include all expenses, and to be borne equally by the parties.

9.7 The arbitrator selected shall be notified immediately and must hold the hearing and render the binding decision within thirty (30) calendar days from the date of his/her designation unless otherwise agreed to by the parties.

SCHEDULE "F"

Accountant III
Administrative Assistant
Administrative Officer I
Administrative Officer II
Assistant Director, Animal Shelter & Control
Assistant Director of Bay Constables
Assistant Director of Cemeteries
Assistant Director of Communications
Assistant Director of Personnel
Assistant Director of Real Estate
Assistant Director of Reproduction Services
Assistant Director of Traffic Control (Administration)
Assistant Director of Traffic Control (Operations & Maintenance)
Assistant Director of Traffic Control (Street Lighting)
Assistant Director of Urban Renewal
Assistant Recreation Director
Assistant Superintendent of Sanitation
Assistant to Commissioner, Department of Buildings
Assistant to Commissioner, Department of Conservation & Waterways
Assistant to Commissioner, Department of General Services
Assistant to Commissioner, Department of Highway
Assistant to Commissioner, Department of Occupational Resources
Assistant to Commissioner, Department of Planning & Economic Development
Assistant to Commissioner, Department of Sanitation
Assistant to Commissioner, Department of Water
Assistant to Deputy Commissioner, Department of Conservation & Waterways
Assistant to Deputy Commissioner, Department of Parks & Recreation (Recreation)
Assistant to Director of Cemeteries
Assistant to Director of Personnel (Employee Benefits)
Assistant to Director of Systems & Data Processing
Assistant (Admin. Matters) to First Deputy Commissioner, DOOR
Assistant (Pers. Matters) to First Deputy Commissioner, DOOR
Assistant to First Deputy Commissioner, Dept. of General Services
Assistant to Second Deputy Comm. (Admin.), Dept of General Services
Assistant to First Deputy Receiver of Taxes (Admin. & Fiscal)
Assistant to Second Deputy Commissioner, Dept. of Sanitation
Assistant to the Supervisor
Assistant to the Town Board
Assistant to the Town Comptroller
Assistant to Town Comptroller (Purchasing)
Assistant to the Third Deputy Comm. (Rehab.), Dept. Plan. & Eco. Dev.
Assistant Town Attorney
Automotive Maintenance Coordinator
Automotive Parts Supervisor
Automotive Shop Supervisor

Bookkeeping Operations Supervisor
Building Maintenance Supervisor
Building Manager
Carpenter Services Supervisor
Chairman - Board, Committee, Commission
Chief Deputy Town Attorney
Chief of Staff in the Office of the Supervisor
Civil Service Administrator
Commissioner, Department of Buildings
Commissioner, Department of Conservation & Waterways
Commissioner, Department of Engineering
Commissioner, Department of General Services
Commissioner, Department of Highway
Commissioner, Department of Occupational Resources
Commissioner, Department of Parks & Recreation
Commissioner, Department of Planning & Eco. Dev.
Commissioner, Department of Public Safety
Commissioner, Department of Sanitation
Commissioner, Department of Senior Enrichment
Commissioner, Department of Water
Community Development Coordinator
Confidential Assistant
Coordinator, Handicapped Children's Recreation Program
Coordinator, Cultural Arts
Counsel to Board of Zoning Appeals
Counsel to the Commissioner, Dept. of Planning & Eco. Dev.
Counsel to Commissioner, Dept. of Sanitation
Counsel to Supervisor
Deputy Commissioner, Dept. of Cons. & Wtwys.
Deputy Commissioner, Dept. of Cons. & Wtwys. (Opns.)
Deputy Commissioner, Dept. of Highway
Deputy Commissioner, Dept. of Parks & Recreation
Deputy Commissioner, Dept. of Parks & Recreation (Administration)
Deputy Commissioner, Dept. of Parks & Recreation (Design & Construction)
Deputy Commissioner, Dept. of Parks & Recreation (Warehouse & Inv. Manage.)
Deputy Commissioner, Dept. of Sanitation (Engineering)
Deputy Executive Director
Deputy Registrar of Vital Statistics
Deputy Town Attorney
Director, Community Development Construction Projects
Director of Animal Shelter & Control
Director of Bay Constables
Director of Cemeteries
Director of Communications
Director of Conservation
Director of Finance
Director of Fine Arts

Director of Personnel
Director of Real Estate
Director of Reproduction Services
Director of Security & Emergency Services
Director of Systems & Data Processing
Director of Tourism
Director of Traffic Control
Director of Urban Renewal
Director of Waterways Management
Electrical Services Supervisor
Executive Assistant to the Supervisor
Executive Assistant to Town Board
Executive Director, Civil Service Commission
First Deputy Commissioner, Dept. of Buildings
First Deputy Commissioner, Dept. of Engineering
First Deputy Commissioner, Dept. of General Services
First Deputy Commissioner, Dept. of Occupational Resources
First Deputy Commissioner, Dept. of Planning & Eco. Dev.
First Deputy Commissioner, Dept. of Public Safety
First Deputy Commissioner, Dept. of Sanitation
First Deputy Commissioner, Dept. of Senior Enrichment
First Deputy Commissioner, Dept. of Water
First Deputy Receiver of Taxes (Admin. & Communic.)
First Deputy Town Clerk
First Deputy Town Comptroller
Highway Maintenance Foreman
Highway Maintenance Supervisor
Historian
Housing Supervisor
Industrial Development Assistant
Inspector
Laboratory Supervisor
Legislative Aide
Multi-Keyboard Supervisor
Office Services Supervisor
Park Supervisor II
Park Supervisor III
Parks Maintenance Supervisor
Payroll Supervisor
Personnel Specialist II
Personnel Specialist III
Pest Control Supervisor
Planner Supervisor
Press Secretary
Principal Deputy Town Attorney
Public Information Officer
Recreation Director

Recreation Facility Manager
Registrar of Vital Statistics - P/T
Risk Management Officer
Sanitation Safety Coordinator
Sanitation Supervisor
Second Deputy Commissioner, Dept. of Buildings
Second Deputy Commissioner, Dept. of Engineering
Second Deputy Commissioner, Dept. of General Services
Second Deputy Commissioner, Dept. of Occupational Resources
Second Deputy Commissioner, Dept. of Planning & Eco. Dev.
Second Deputy Commissioner, Dept. of Public Safety
Second Deputy Commissioner, Dept. of Sanitation
Second Deputy Commissioner, Dept. of Senior Enrichment
Second Deputy Commissioner, Dept. of Water
Second Deputy Receiver of Taxes (Collections & Disbursements)
Second Deputy Town Clerk
Second Deputy Town Comptroller
Secretary to Board of Zoning Appeals
Secretary to Joint Village-Town Aircraft Noise Abatement Comm. (JTVASNAC)
Secretary to Public Employment Relations Board
Secretary to the Supervisor
Secretary (in Office of Supervisor)
Secretary to the Town Board
Secretary to the Town Clerk
Senior Deputy Town Attorney
Senior Law Assistant
Special Assistant to Supervisor
Special Investigator (Classified Matters)
Special Park District Supervisor
Superintendent of Sanitation
Superintendent of Street Lighting
Supervisor of Construction Inspection Services
Supervisor of Inspection Services
Supervisor of Licensing
Supervisor of Marina Maintenance
Supervisor of Marine Maintenance
Supervisor of Waterways Maintenance
Systems Analyst II
Third Deputy Commissioner, Dept. of Planning & Eco. Dev. (Rehab.)
Third Deputy Commissioner, Dept. of Sanitation (Solid Waste Disposal & Planning)
Third Deputy Receiver of Taxes (Office Services & Accounting)
Third Deputy Town Clerk
Town Attorney
Town Comptroller
Vocational Training Supervisor
Water Distribution Supervisor
Water Metering Supervisor



LOCAL 880 - TOWN OF HEMPSTEAD EMPLOYEES

BILL FLANAGAN - PRESIDENT

SANTO SAIA - EXECUTIVE VICE PRESIDENT

GARY STECKLER - FIRST VICE PRESIDENT

JOSEPH ARENA - SECOND VICE PRESIDENT

CHARLES SELLITTO - THIRD VICE PRESIDENT

ROBERT MURPHY - FOURTH VICE PRESIDENT

CAROLYNE MARTIN - SECRETARY

JEANNE MCGINTY - TREASURER

***Town
of
Hempstead***



RICHARD V. GUARDINO, JR. - SUPERVISOR

COUNCIL MEMBERS

JOSEPH J. KEARNEY

ANTHONY J. SANTINO

ANGIE M. CULLIN

DOROTHY L. GOOSBY

GARY HUDES

JAMES DARCY

DANIEL M. FISHER, JR.

DONALD X. CLAVIN, JR.

TOWN CLERK

RECIEVER OF TAXES

