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AGREEMENT

between

Board of Public Utilities

and

Teamsters Local Union #264

Effective Date: July 1, 2002

Expiration Date: June 30, 2006

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## **SANITATION AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of July, 2002, by and between the Jamestown Board of Public Utilities, hereinafter referred to as "Employer", party of the first part, and TEAMSTERS LOCAL UNION # 264, Jamestown, New York, hereinafter referred to as the "Union", party of the second part. WITNESSETH:

WHEREAS, the Employer is engaged in the collection of garbage and refuse, and WHEREAS, the parties decided to stabilize employment in the said industry to agree on wages, standards and conditions of employment, and to eliminate strikes, lockouts, boycotts, stoppages of work and other forms of industrial disturbances, and do further desire to regulate the mutual relationship between the Employer and the employees with the view of securing harmonious cooperation between them.

NOW, THEREFORE, the said Employer and the said Union, acting by their duly authorized representatives in conference and after due consideration and study of the matters hereinafter treated, hereby agree as contained herein.

### **ARTICLE I** **UNION SECURITY**

A. All employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of continued employment. All employees who are not members of the Union and all persons who hereafter become regular employees shall be on probation for thirty-one (31) calendar days. On completion of thirty-one (31) calendar days such regular employees may become a member of the Union.

B. Upon the effective date of this Agreement and during the term of this Agreement, the Employer shall deduct a registration and a monthly agency fee from the wages of all regular employees in the bargaining unit who are not members of the union in an amount equivalent to the initiation fee and monthly dues levied by the union upon its members. Such amount, shall be deducted on a weekly basis and shall be transmitted at the same time and to the same officer as the regular monthly union dues.

### **ARTICLE II** **CLASSIFICATION OF EMPLOYEES**

There shall be three (3) classifications of employees:

- A. Regular full-time
- B. Full-time (Labor Pool)
- C. Casual

Definitions:

A. Regular full-time employees shall be those employees who work a regular work schedule. They shall be subject to all provisions as contained in Article I, Union Security. They shall receive health care coverage under Board of Public Utilities' current plan. Their rate of pay shall be the negotiated rate effective July 1, 1999, and thereafter as covered under Article IV, Wages and Hours. Hours of work for a regular full-time employee shall be determined by the Board of Public Utilities. Only hours worked in

excess of eight (8) hours per day or forty (40) hours per week, shall be paid at the rate of time and one-half (1 1/2) . For purposes of computing weekly overtime, hours paid shall be considered the same as hours worked with the exception of holiday pay. All Sundays worked shall be at double time rate. In a holiday week, hours worked over eight (8) in a day may not be paid at time and a half and Sundays worked may not be paid at double time pursuant to the provisions of Article IX. Hours of work shall not be cut unless hours of full-time (Labor Pool) employees are cut first.

B. Full-time (Labor Pool) employees shall be those employees who may be on call to fill in for regular full-time employees who may be sick, injured, on vacation, or unavailable for any of several other reasons. These employees will fill in when assigned but do not have priority over casual workers for picking up garbage. They will be assigned at the Employer's discretion. When not filling in for regular full-time employees, Labor Pool employees shall work at the direction of the Employer such hours, days and duties as the Employer directs. When filling in for regular full-time employees on garbage or recycling, Labor Pool employees will work the same schedule as the crew with which they are working. They shall work forty (40) hours per week and receive overtime for work in excess of forty (40) hours per week. There shall be no guarantee of where the employee will work, which hours, or what duties may be performed. This employee may work in the Solid Waste Division or may work elsewhere in the utility performing laborer's work at the discretion of the Employer, however, this employee shall be a member of the Union. Full-time (Labor Pool) employees have priority over casual employees and seniority for promotion purposes. The hours of work per day or per week of the full-time (Labor Pool) employee shall be reduced before the hours of a regular full-time employee would be altered.

C. Casual employees shall be on call to fill in for regular full-time employees who may be sick, injured, on vacation, or unavailable for any one of several other reasons. The casual employee may or may not work eight (8) hours in a day or forty (40) hours per week. There shall be no guarantee of hours, and there shall be no requirement for this employee to be a member of the Union. Casual employees are probationary and can be disciplined and discharged at the sole discretion of management. They have no seniority for any purpose, including, but not limited to, scheduling and promotion to full-time (Labor Pool) or full-time. Benefits will be paid pursuant to the labor contract.

Employees will be expected to operate the Fluvanna yard waste dump site on straight time basis. Employees selected to work at this sight shall have another day off (at their choice) and, therefore, will be expected to work the yard waste sight as their fifth day. Selection will be by seniority. Senior employees will have first choice, however, any force out will be in reverse order (i.e. available junior employees first).

Those employees listed as full-time (Labor Pool) employees shall be maintained on a separate seniority roster, and shall retain seniority only amongst other full-time (Labor Pool) employees.

Those employees listed as casual employees shall be maintained on a separate roster and shall retain no seniority even among other casual employees.

Full-time (Labor Pool) and casual employees shall be responsible for notifying the Employer of current address and phone numbers. Failure to do so shall relieve the Employer of any obligation in regard to seniority call in violations (for full-time (Labor Pool) employees only).

Full-time (Labor Pool) employees shall receive wages based on the rate stated

herein. They shall not receive regular employees' rate until such time as they are placed on the regular seniority roster. Promotion from full-time (Labor Pool) to regular full-time employee shall be in accordance with seniority, with the most senior full-time (Labor Pool) employee going to regular employee status, providing the most senior full-time (Labor Pool) employee is qualified and has the ability to perform regular employees duties as determined by the Employer.

Casual employees shall receive wages based on the rate stated herein. They shall not receive regular full-time employees' rate until such time as they are placed on the regular seniority roster. Promotion from casual to full-time (Labor Pool) employee shall be at the discretion of the Employer with the most qualified casual employee going to full-time (Labor Pool) employee status. Ability to perform employees' duties as determined by the Employer shall constitute qualifications.

**PROGRESSION:**

Progression between the three classifications shall be discussed and mutually agreed upon between the Employer and the Union. If it is mutually agreed upon that an opening exists in the regular full-time classification, the Employer will make a good faith effort to fill such opening within 90 days. If the full-time (Labor Pool) classification becomes vacant, the Employer will make a good faith effort to fill such opening within six months, providing that there are employees in the casual classification that are ready, willing, and able to be moved up to a full-time (Labor Pool) position. As long as the full-time (Labor Pool) classification is not vacant, advancement from casual to full-time (Labor Pool) classification shall be at the discretion of the Employer.

Personnel Changes: Effective July 1, 1996, Seniority for the Working Crew Chief position shall be separate from and exclusive of seniority for the remainder of the bargaining unit.

Effective July 1, 1999, seniority for the Mechanic shall be separate from and exclusive of seniority for the remainder of the bargaining unit. Filling of this position shall be at the discretion of the Employer.

**ARTICLE III**  
**RECOGNITION**

The Employer recognizes the Teamsters Local Union #264 as the exclusive bargaining agent for the units of truck drivers, helpers and mechanics.

**ARTICLE IV**  
**WAGES AND HOURS**

Classification	7/1/02	7/1/03	7/1/04	7/1/05
Regular full-time Employees Rate	\$14.22	\$14.38	\$14.55	\$14.73

This represents a wage increase of 0 for the first year, 16 cents per hour for the second year, and 17 cents per hour for the third year, and 18 cents per hour for the fourth year.

Classification	7/1/02	7/1/03	7/1/04	7/1/05
Full-time (Labor Pool) Employees Rate	\$9.50	\$9.66	\$9.83	\$10.01

Classification	7/1/02	7/1/03	7/1/04	7/1/05
Casual Employees Rate	\$12.58	\$12.74	\$12.91	\$13.09

The regular starting time shall not be later than 8:00 a.m. The principle of seniority shall prevail at all times where applicable, and there shall be no bumping.

**RAIN DAYS**

A. On days that it rains, employees are expected to work unless conditions are such that the employees feel conditions are too severe to work.

If more than one (1) rain day is granted in one week, it shall be with the understanding all runs must be completed in any one week. This provision will be contingent on the County Landfill remaining operational on Saturdays.

B. City Hall or other facilities such as the Firemen's Training Center pickups will be made although they may not meet with packaging requirements, providing the pickups are within reason.

**SICK DAYS**

After the month of December 1996, sick leave will no longer be credited to regular full-time employees, however:

- a. All accumulated sick leave will be kept on the books.
- b. Such accumulated sick leave may be used by employees (in a manner consistent with sick leave language) during the course of his or her employment or if not used shall be paid in full upon the retirement of such employee.

Sick days may be used when an employee is sick or is otherwise unable to work due to a non-job related sickness or injury.

**DISABILITY**

During the term of this agreement, the Employer will provide Disability insurance for the regular full-time employees and full-time (Labor Pool) employees as a rider on the Teamsters Benefit Plan .

**ARTICLE V**  
**INSURANCE**



For the term of this Agreement, the Board of Public Utilities will provide all full-time bargaining unit employees the New York State Teamsters Council Health and Hospital Fund's benefit plan with the following options:

- Medical - Supreme Plan
- Dental - Option 1
- Vision - Scheduled Plan of Benefits
- Rx Drugs - 5/10/25
- Disability - Option 1
- Legal - Scheduled Plan of Benefits
- Life and AD&D - Option 1

HEALTH CARE CHANGES:

It is the intent of this section that cost of health care coverage be kept substantially identical and standard for Local # 459 of the IBEW and Local # 264 of the Teamsters. It is mutually agreed and understood that changes made to the cost of the basic health care plan including any changes in the amounts that employees pay toward their health care coverage which may be made as a result of negotiations with Local # 459 of the IBEW will apply to Local # 264 of the Teamsters as well. At the end of the current contract, should the actual cost of Teamsters' Benefit Plan be higher than that of Local # 459 of the IBEW or should Local # 459 of the IBEW adopt an increased healthcare payment, then the unit may by vote decide to drop options from the Teamsters Benefit Plan to cut costs, receive coverage under the plan used by Local # 459 of the IBEW, or pay the difference in actual costs and keep the Teamsters Benefit Plan. Should the Employer and Local # 459 of the IBEW be unable to reach a contract or should a contract be imposed for a year, it is understood that health care changes agreed upon in subsequent negotiations will apply to Local # 264 of the Teamsters if and when a contract is agreed upon.

Although the above language is inserted, it is understood that no changes will be made in coverage, co-pay, or amounts employees pay for health care coverage until April 1, 2002. On April 1, 2002, such changes will go into effect as outlined in the above language. A fundamental change, such as a change to an HMO, would require discussions with the union (Teamsters).

**Payment for health care coverage shall be as follows: (until 4/1/2002)**

1997	
Family Coverage	\$40.00
Single Coverage	\$22.50
1998	
Family Coverage	\$45.00
Single Coverage	\$25.00
1999	
Family Coverage	\$50.00

Single Coverage \$27.50

**Payment for health care coverage shall be as follows: (as of March 1, 2003 through June 30, 2006)**

Family Coverage \$60.00

Two Person Coverage \$50.00

Single Coverage \$32.50

**RETIREES**

a. The Employer agrees to provide a subsidy for basic health insurance benefits for qualifying retired hourly employees, as hereinafter defined, upon the following terms and conditions:

i. Benefits will be paid for the Employee based on \$285 per month for family plan coverage and \$140 per month for single coverage if the employee has reached the age of fifty-five prior to retirement and has at least twenty-five (25) years full-time service with the Employer on his or her retirement date. The Employer will make contributions towards basic health insurance benefits for Employees who are otherwise qualified, but have worked less than twenty-five years (25) years in accordance with the following schedule:

20 years service	75%
15 years service	50%
10 years service	25%

The difference between the Employer's contribution and the cost of benefits must be paid by the retired employee.

ii. The plan shall be elected by the retired employee from plans available through the Teamsters. Benefits will be provided for the spouse except a spouse may not be enrolled in the plan after the Employee retires and no additional subsidy will be paid for a dependent other than a spouse.

iii. In order to be eligible for benefits, the Employee shall, pay for their portion of the coverage at the Employees' own expense. Should the Retired Employee fail to pay for their portion of the coverage, then they shall forfeit all of their rights to the subsidy as herein set forth. The Employee shall also keep continuous coverage. Any coverage dropped may not be resumed at a later date.

iv. In the event that a retired hourly employee dies prior to age sixty-five (65), their subsidy shall cease.

b. A qualified retired hourly employee shall be:

i. Age 55 or older.

ii. Vested with at least ten (10) years of credit with the Teamsters Pension or New York State and Local Employees Pension.

iii. Leaves active service to retire. Employees who quit, are discharged, or leave employment for any other reason except to retire are not eligible except as provided in b. (iv).

iv. Items b. (i) and b. (iii) shall be waived for employees retiring under Social Security Disability, however, payments made shall be determined

by the table under a. (i).

### **RETIREES EARLY RETIREMENT (PRIOR TO 55)**

**a.** The Employer agrees to contribute toward health insurance benefits for qualifying retired hourly employees, as hereinafter defined, upon the following terms and conditions:

i. The plan shall be elected by the retired employee from plans available through the Teamsters. Benefits will be provided for the spouse except a spouse may not be enrolled in the plan after the Employee retires and no dependent other than a spouse may enjoy coverage after the Employee retires.

ii. The contributions will be provided for the Employee and his or her spouse, at the time of retirement, until each has reached the age of sixty-five (65) or until the age at which each becomes eligible for Medicare, whichever comes first.

iii. The Employer agrees to pay a maximum of \$140.00 per month for single coverage and a maximum of \$285.00 per month for two person coverage. Such payments will be based on the period between ages 55 and 65 for the employee and will be pro-rated if the employee retires before age 55.

iv. In order to qualify for benefits, the Employee must have reached the age of fifty prior to retirement and have at least thirty (30) years full-time service with the Employer on his or her retirement date. The difference between the Employer's contribution and the cost of benefits must be paid by the retired employee.

v. Retired Employees and/or their dependents who become eligible for Medicare disability prior to the mandatory Medicare age, shall notify the Employer immediately. In such case, the Employer will cease contributions toward health care coverage for that person.

vi. In order to be eligible for benefits, the Employee shall keep continuous coverage. Any coverage dropped may not be resumed at a later date.

vii. The dependent's benefits shall cease upon the death of the retired hourly employee.

viii. After reaching age sixty-five or becoming eligible for Medicare, neither the Employee nor the spouse will enjoy any Employer provided contributions toward health care coverage.

**b.** A qualified retired hourly employee shall be:

i. Age 50 or older.

ii. Vested with at least thirty (30) years of credit with the Teamsters Pension.

iii. Leaves active service to retire. Employees who quit, are discharged, or leave employment for any other reason except to retire are not eligible.

## **ARTICLE VI** **PENSION**

Effective July 1, 1998, one dollar and forty cents (\$1.40) per hour shall be paid equaling fifty-six dollars (\$56.00) maximum. Effective as of January 1, 2004 two dollars and thirty five cents (\$2.35) shall be paid equaling a ninety four dollars per week (\$94.00) maximum.

The Employer agrees to sign and abide by the Participation Agreement as provided by the Trustees of the Pension Fund. However, the Union will recognize that employees are optional members of the New York State and Local Retirement Systems and that employees hired after the ratification date of this Agreement will join the New York State and Local Retirement System.

## **ARTICLE VII** **VACATIONS**

So that the Board of Public Utilities can properly utilize all regular employees and provide vacation replacements, a vacation schedule will be posted so that the vacation replacements can be planned to provide adequate employee help to cover all routes.

The current vacation schedule for all present regular full-time employees shall be as follows:

Employees hired prior to July 1, 1993

1 year of service - 1 week (40 hours) vacation  
2 years of service - 2 weeks (80 hours) vacation  
5 years of service - 3 weeks (120 hours) vacation  
15 years of service - 4 weeks (160 hours) vacation  
16 years of service - 4 weeks and 1 day vacation  
17 years of service - 4 weeks and 2 days vacation  
18 years of service - 4 weeks and 3 days vacation  
19 years of service - 4 weeks and 4 days vacation  
20 years of service - 5 week (200 hours) vacation

The vacation schedule for regular full-time employees hired after July 1, 1993, and full-time (Labor Pool) employees shall be as follows:

1 year of service	1 week vacation
2 years of service	2 weeks vacation
8 years of service	3 weeks vacation
16 years of service	4 weeks vacation
22 years of service	5 weeks vacation

Employees with one (1) week of vacation must utilize that vacation in a single increment. However, with proper notice and providing a sufficient work force is available, such vacation may be used in increments of one day.

Employees with two (2) weeks of vacation may utilize one (1) week of vacation one day at a time.

Employees with three (3) weeks or more of vacation may utilize two (2) weeks of vacation one day at a time.

At least twenty-four (24) hours advance notice shall be given to the supervisor if an employee intends to use a single day of vacation.

For vacation time off purposes, an employee shall have the twelve (12) month period after accrual to use accrued vacation time. There shall be no carryover year to year beyond the twelve (12) months stated herein.

There shall be no vacation pay paid an employee in lieu of vacation time off.

The time of vacation shall be selected on a seniority basis.

Vacation pay shall be paid on the pay day prior to taking the vacation.

#### VACATIONS SCHEDULED IN HOLIDAY WEEK

Two (2) bargaining unit employees may be granted vacation during a holiday week. The determination of which employee is to be granted the vacation shall be made by seniority on a rotating contract duration basis.

Example: Once a senior employee has been granted vacation during a holiday week, that employee shall not be eligible for scheduling an additional week of vacation in a holiday week until such time as all other regular employees have had the opportunity to schedule a week of vacation during a holiday week.

It is mutually agreed and understood that due to sickness, employees out on compensation, or other circumstances beyond the Employer's control, that it may not be possible to release two or even one employee for vacation during a holiday week.

### **ARTICLE VIII** **PERSONAL LEAVE**

Five (5) days per calendar year of paid personal leave, noncumulatively, will be granted to each regular full-time and full-time (Labor Pool) employees. Requests for such days shall be transmitted to the Board of Public Utilities at least twenty-four (24) hours in advance of the absence. In case of emergencies, employees will give as much notice as is practicable, but abuse of the emergency provision shall be cause for discipline.

New full-time (Labor Pool) employees shall not be eligible for personal leave until they have completed a full calendar month of service. Upon the first of the succeeding five months, they will be eligible for one day of personal leave. This shall also apply to new regular full-time employees that have not previously worked in the Labor Pool.

### **ARTICLE IX** **HOLIDAYS**

All regular full-time employees and full-time (Labor Pool) employees will observe the same holidays as Chautauqua County (Landfill), with the exception of one-half day before Christmas and one-half day before New Year's Day.

Total holidays shall be eleven (11). Each regular full-time employee and full-time (Labor Pool) employee who works the week in which the holiday falls (or is on vacation) shall receive eight hours of pay for the actual holiday. In the event a regular full-time employee or a full-time (Labor Pool) employee is asked to work on a holiday, he or she will receive a time and a half rate in addition to the holiday pay.

The holidays observed by Chautauqua County and Board of Public Utility Employees covered in this contract will be as follows:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. July 4th (day observed)
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

These holidays should also be indicated on the Board of Public Utilities recyclable calendar.

Each regular full-time and full-time (Labor Pool) employee shall be permitted to take his or her birthday off as a holiday each year.

During any week in which a holiday falls, regular full-time employees or full-time (Labor Pool) employees working on garbage for the entire week, shall be scheduled to work forty (40) hours at straight time in addition to the holiday, if they do not work the holiday (the intent of this section is that employees are responsible to complete all garbage runs with a maximum pay of forty (40) hours plus holiday pay).

### **BEREAVEMENT LEAVE**

In the event of death in the immediate family, a regular full-time employee shall be granted a leave of absence of three (3) working days with pay. In any event, the first scheduled work day after the funeral of the deceased shall be the final day of such leave. For the purposes of this Agreement, the immediate family shall be defined to include parents, current step-parent, spouse, children, current step-children, brother, sister, current brother-in-law, current sister-in-law, current son-in-law, and current daughter-in-law, grandparents, and current mother-in-law, and current father-in-law of the employee.

Vacations, holidays or payment under any other provision of this Agreement shall eliminate the employee from receiving double pay.

### **ARTICLE XI** **JURY DUTY**

In the event a regular full time employee is called for jury duty in the Courts of New York State or of the United States of America, the Employer will pay jury duty pay

to such regular full time employee for five (5) days in any one calendar year for such actual jury duty. Jury duty pay shall be limited to eight (8) hours at the straight time rate per regular scheduled work day. The employee must return to his or her scheduled work when not required to be on jury duty.

The employee shall notify the Employer of being called for jury duty as soon as he or she has been notified of such jury duty to enable the Employer to obtain a replacement. The employee shall, at the request of the Employer, produce appropriate documentation of the call to jury duty, the attendance of such employee, and the time of release from jury duty.

## **ARTICLE XII** **EQUIPMENT**

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition or equipped with the safety appliances required by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless refusal is unjustified.

Any employee involved in any accident shall immediately report the accident and any physical injuries to his immediate supervisor. When required by the Employer, the employee shall make out an accident report in writing on forms furnished by the Employer before starting the next shift and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject the employee to disciplinary action by the Employer.

The employer will provide, at no cost to the employees, tubs as needed for all men for efficiency as in the past. The selection of the tubs shall be done by the Employer but must meet present standards as to size and type before they are to be ordered.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be in multiple copies, one copy to be retained by the employee. The Employer shall not ask nor require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department by the placing of a report form on the seat of the cab detailing the work that has been done.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe operating condition and receives no consideration from the Employer, he shall take the matter up with the officers of the Union, who shall take the matter up with the Employer.

## **ARTICLE XIII** **NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any individual with regard to hiring, compensation, and other terms and conditions of employment nor to limit, segregate, or classify employment opportunities because of race, color, religion, sex, national origin, or age.

Use of the masculine gender throughout the terms of this Agreement shall be construed as though they were intended to include the feminine gender.

**ARTICLE XIV**  
**WINTER SAFETY EQUIPMENT**

The Employer shall install and maintain in good working condition heaters and defrosters on all trucks and tractors.

**ARTICLE XV**  
**UNION STEWARDS**

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of the job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
2. The collection of dues when authorized by appropriate Union action;
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information,
  - a) Have been reduced to writing; or
  - b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods or any other interference with the Employer's business.

Job Stewards and alternates shall have no authority to take strike action or any other action interrupting the Employer's business.

There shall be an immediate notification, in writing, by the Company to the Union or officers of the Union for all infractions of the Company rules by the employees. Unless such written notice is given to the Steward or officers of the Union within ten (10) working days of knowledge of said infraction, the same shall be considered condoned.

Stewards shall be permitted reasonable time to check the dues or time cards with prior approval of the Employer, or to investigate, present and process grievances on or off the Employer's property at no loss of pay.

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

**ARTICLE XVI**  
**DISCHARGE & DISCIPLINARY ACTION**

The only procedure for taking disciplinary action or measures against any employee covered by this contract shall be as set forth in Article XVI and Article XIX of this contract and shall apply in lieu of Section 75 and 76 of the Civil Service Law.



The Employer shall have the right to discharge or discipline any employee for intoxication, dishonesty, and/or for just cause. Any employee protesting such action must do so within five (5) days after the occurrence of such action in order for the matter to be subject to the Grievance Procedure. For clarification purposes, the Employer agrees to a progressive disciplinary action procedure, whereby the first offense will result in a verbal warning, the second offense will result in a written warning, and further offenses will result in more severe disciplinary action. A Steward shall be present when disciplinary action is taken. Receipt of written warnings will be acknowledged by the employee through his signature. Acceptance of a written warning does not substantiate the employee's guilt. The warning letter will state that further disciplinary action shall remain the rights of management in excess of warning, such as discharge for just cause. Warnings will not be required for those infractions of a severe nature where discharge for just cause is warranted. Time limit on former warning notices shall be twelve (12) months.

As of twelve (12) months after the date of issuance of any warning, said warning shall be removed from the employee's personnel file, such as warnings for tardiness and absenteeism. This twelve (12) month statute shall not remove proven negligence relating to equipment violations, or other infractions of a severe nature. Such warnings shall remain in the individual's file.

The Employer shall not discharge nor suspend any employee without just cause but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union Steward affected, except no warning notice need be given to any employee before he is discharged if the cause of such discharge is proven dishonesty or proven intoxication or the proof of carrying of unauthorized passengers while on duty or proven just cause.

The above language notwithstanding, the Employer reserves the right to impose a one or two-day suspension upon any employee without pay as a penalty for cause deemed sufficient. However, the Employer agrees that such suspension will not be done in an arbitrary, capricious, or malicious manner.

Upon discharge, the Employer shall pay all moneys due to the employee. Upon voluntary quitting, the Employer shall pay all moneys due to the employee on the pay day of the week following such quit, providing the employee gives seven (7) calendar days advance notice of his intention to quit.

## **ARTICLE XVII** **INSPECTION PRIVILEGES**

Authorized officers and Business Agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is adhered to provided, however, that there is no interruption of the Employer's working schedule. When necessary, representatives of the Union shall be permitted to check the time cards and payroll records of an employee, however, shall notify the employer twenty-four (24) hours in advance of the actual review.

**ARTICLE XVIII**  
**LAYOFF AND RECALL**

In the matter of layoffs, the Employer and the Union agree the length of service shall be the controlling consideration, providing the senior employee can perform the work required subject to classifications stated in Article II of this Agreement.

Seniority shall prevail on layoffs. Seniority shall be broken only by discharge, voluntary quit or more than a two (2) year layoff. In the event of a layoff, an employee so laid off shall be given seven (7) days notice of recall mailed to his last known address by registered or certified mail. The employee must respond to such notice within three (3) days after receipt of notice thereof, by registered or certified mail or in person, and actually report to work seven (7) days after receipt of notice. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement. A list of employees arranged in order of their seniority shall be posted in a conspicuous place at their place of employment and a copy mailed to the office of Local #264.

**ARTICLE XIX**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

A grievance may be filed by an employee or the Employer with regard to the application or interpretation of this Agreement in accordance with the following procedure:

1. The union member shall report such grievance, complaint or dispute in writing to his shop steward within ten (10) days of its occurrence, whereupon the shop steward shall attempt to adjust the matter with the Employer.

2. Failing to agree, the shop steward shall report the matter to the Union, whose representative shall attempt to adjust the same with the Employer.

3. Should the Business Representative of the Union and the Employer fail to agree, then the matter may be submitted to mediation. Such mediation must be mutually agreed to, including the choice of mediator and advance agreement to abide by the decision reached. Should the parties fail to mutually agree, the grievance shall proceed to the next step.

4. Should the Business Representative of the Union and the Employer fail to agree, then the matter shall, within forty-eight (48) hours time, be placed in the hands of the Public Employees Relations Board for arbitration. The parties agree that when a grievance is moved to the point of arbitration, the parties shall then utilize the list from the Public Employment Relations Board to resolve the grievance. All cost involved in

the arbitration of the grievance shall be borne equally between the parties, and decisions rendered shall be final and binding on the parties. The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement. It is agreed by both parties that there shall be no work stoppage or lockout during this process.

**ARTICLE XX**  
**CHECKOFF**

The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to the said Local Union all such deductions. Where laws require written authorization by the employee, same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Checkoff procedures and timing shall be worked out locally.

**ARTICLE XXI**  
**PICK UP REFUSAL**

No employee, driver, helper or operator shall be coerced, intimidated, threatened, discharged or penalized in any manner for refusal to pick up garbage cans that are not acceptable in accordance with City and County health rules.

(Clothes lines between the can and sidewalk, garbage cans that contain rats, mice or any other animals, cans that contain cockroaches, unwrapped sanitary napkins, animal or human waste, cans that are inaccessible because of snow, and cans that have holes in the bottom that cause rats and mice. Any refuse that is not considered household refuse or garbage in accordance with the specifications put out by the City for the bidding of this work.)

All containers for garbage or recyclable items will be placed back at the curb after being emptied.

**ARTICLE XXII**  
**SUBCONTRACTING**

The Employer agrees that the wages, hours and working conditions provided for by this Agreement shall encompass the entire work covered by this Agreement thereby applying equally to any subcontract let by the Employer for work covered by the terms of the Agreement.

**ARTICLE XXIII**  
**MANAGEMENT'S RIGHTS**

The Union recognizes the right of management in the exercise of the normal functions of management to manage its affairs and direct the working forces, which includes, but is not limited to, the hiring and transfer of employees, promotion and the determination of the qualifications of employees, the right to discipline, suspend, discharge, lay-off, determine whether and to what extent the work required in operation of equipment and systems and supplying services to the public shall be performed by employees covered by this Agreement and the requirement that employees observe reasonable rules and regulations.

**ARTICLE XXIV**  
**FOUR DAY WORK WEEK**

During the course of the contract, the Employer and Union agree to meet and discuss the feasibility and mechanics of implementation of a four day work week.

**ARTICLE XXV**  
**WORKING SHORT**

In case of workers being unavailable for duty, a crew working one person short shall be compensated. A premium of \$4.00 per hour shall be added to hours paid to the employees who actually perform the additional work to make up for the missing employee.

**Article XXVI**  
**MISCELLANEOUS**

In the event it becomes necessary for the reduction and/or increase in the total number of employees for the Sanitation Department, the Board of Public Utilities will meet with officials of Teamsters Local #264 and discuss said changes.

It shall be the Board of Public Utilities' intent to communicate at all times the need of this Department as to any changes in the recycling program, as well as the total tonnage of garbage being handled, to officials of Teamsters Local #264.

The practice of work done-go home will continue, however, it shall be management's prerogative to determine the size of the routes, as well as the number of employees on each route.

It is the intent of the Board of Public Utilities to continue to utilize the County Landfill facilities at Ellery and at Falconer. Should it become necessary to make any

changes, said changes will be discussed with officials of Teamsters Local #264.

#### RECOGNIZED WORK

- A. Recognized work shall include: clean-up of trucks and work area, a daily preventative maintenance check of trucks, large item pick-up, any skips from the regular garbage routes, miscellaneous litter on streets and terrace such as mufflers, papers, plastic, or other debris, and a general clean-up of the city which may be held once or twice a year.
- B. The large item pick-up may be done on either a casual or a scheduled basis.
  - 1. On a scheduled basis, a number of items would be scheduled for pick-up on a given day and a crew would be sent to do this work.
  - 2. On a casual basis, the large item pick-up would be done in conjunction with the regular day's work. Casual large item pick-up will be limited to a maximum of ten addresses per week. Such addresses would be provided to the appropriate crew no later than the start of the work day.
- C. The employer will hold safety and training meetings.
  - 1. The employer will hold up to four major safety meetings per year. These may be on or off site.
  - 2. The employer will hold monthly safety meetings on site. Such safety meetings will last approximately half an hour.
  - 3. Advance notice will be given as is practical for major safety meetings. Regular on-site meetings will usually be held on a given day each month, however, the day may change due to holiday weeks or clean-up.

#### BULLETIN BOARD

A bulletin board shall be provided by the Employer for use of both the Employer and the Union for posting of notices regarding both Union business and communications from the Employer to the employees.

**ARTICLE XXVII**  
**TERMINATION**

This Agreement shall take effect as of July 1, 2002, and shall continue in full force and effect until June 30, 2006, and from year to year thereafter unless altered or terminated by either party by giving written notice, certified or registered mail, at least sixty (60) days prior to the expiration date requesting alterations or termination.

In the event that notice is so given, the parties hereto faithfully agree that they will attempt to reach an agreement on a new contract. It is further understood that these Articles of Agreement and all the terms and conditions thereof shall be binding upon and inure to the benefits of all parties and/or of their successors.

IN WITNESS WHEREOF, the undersigned LOCAL UNION, duly authorized by its members and the undersigned EMPLOYER have hereunto affixed their hands and seals at Jamestown, New York, this \_\_\_\_ day of \_\_\_\_\_, 2003

**EMPLOYER**  
Board of Public Utilities

**UNION**  
TEAMSTERS LOCAL UNION #264

By: \_\_\_\_\_  
John Zabrodsky

BY \_\_\_\_\_  
Glenn C. Miller

\_\_\_\_\_  
Walter Haase.

\_\_\_\_\_  
Stanley Barton

\_\_\_\_\_  
Ward T. Near

**BOARD OF PUBLIC UTILITIES SANITATION**  
**APPENDIX "A"**

The general intent and purpose of the Board of Public Utilities collection service is to provide weekly, year round collection and removal of all domestic garbage, related food waste products, and minor recurring household rubbish, when placed in containers or plastic bags on the premises or as stated herein, if in good condition and within reason.

**Definitions:**

- A. Garbage - This means food waste of animal and vegetable matter used for people.
- B. Household Rubbish (minor recurring type) - This means rags, broken glass in protective containers (other than recyclable glass), crockery, bottles, cardboard or paper food containers, and discarded mail, provided the size and quantity of such refuse shall be contained in heavy paper or plastic bags and placed in standard 20 to 33 gallon approved plastic bags for curbside pickup. Larger type refuse cans may be used if individual approved bags are used inside the larger refuse cans.
- C. Curb Pickups - This means the placement of accepted containers at the curbside or on the terrace when it exists. Parcels may not exceed 40 pounds in weight. This collection is for weekly accumulation only, so as not to overburden the schedule. Contractor's demolition materials are not part of the collection.

**General Instructions**

- 1. All household waste must be placed in approved plastic bags of sufficient strength to hold items when they are picked up. Plastic bags may be placed inside reusable containers for pick up.
- 2. Containers shall be standard galvanized metal or durable plastic, watertight, with tight fitting covers and handles, not to exceed 33 gallons in capacity, providing these are used with individual approved plastic bags.
- 3. Garbage shall be thoroughly drained and wrapped or enclosed in paper or plastic bags prior to placement in approved plastic bags and storage in metal or plastic cans.
- 4. Disposable diapers will be picked up provided human waste has been disposed of and the diapers have been wrapped.
- 5. Sanitary napkins will be picked up provided they have been properly wrapped.
- 6. Dead animals except horses and cattle will be collected upon notification.
- 7. Excluded items (unless arranged for through large item pick-up): Hazardous flammable liquids, construction or demolition materials, broken concrete, large tree limbs or trucks, dirt and rocks, automotive parts and assemblies, major items of household equipment (refrigerators, laundry machines, furnaces, water heaters, etc.) and items of furniture.

These are general only, due to some overlapping and perimeter routes and work load covered by each of the truck crews.

Monday - Livingston to Chautauqua Avenue

Tuesday - Chautauqua to Foote Avenue (including Water and Allen Street)

Wednesday - Foote Avenue to Allen Street

Thursday - Allen Street to Lakeview Avenue

Friday - Lakeview Avenue to Livingston Avenue

I have received, read, and understand the listed procedures of Appendix "A".

Date \_\_\_\_\_ Employee \_\_\_\_\_

**BOARD OF PUBLIC UTILITIES SANITATION**  
**APPENDIX "B"**

The following holidays will be removed from Article IX in the current contract: Martin Luther King's Birthday, President's Day, Good Friday, Columbus Day, and Veteran's Day. In lieu of those holidays, five (5) days of personal leave shall be added to Article VIII.

In order to receive a personal day in lieu of a holiday, the employee must be on the payroll on the actual holiday.

It is agreed and understood between the parties that this proposal is dependent upon the availability of a facility (landfill or transfer station as are currently used) to dispose of landfill items on the five days mentioned above. If this becomes impossible at some point in time, the parties agree to restore such holidays and subtract personal days on a one-to-one basis for any holiday on which a disposal facility is not available.