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BC/8372

**ULSTER COUNTY RESOURCE RECOVERY AGENCY
WITH
TEAMSTERS LOCAL 445, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

**COLLECTIVE BARGAINING AGREEMENT
JANUARY 1, 2008 - DECEMBER 31, 2010**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

FEB 01 2010

ADMINISTRATION

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE NUMBER
I	DUES AND AGENCY FEE DEDUCTIONS	1
II	UNION RIGHTS	2
III	MANAGEMENT RIGHTS	3
IV	WAGES	3
V	OUT OF TITLE WORK	4
VI	OVERTIME	5
VII	WORK DAY/WORK WEEK	6
VIII	HOLIDAYS	7
IX	VACATION	8
X	SICK LEAVE	9
XI	PERSONAL LEAVE	10
XII	BEREAVEMENT LEAVE	10
XIII	JURY DUTY	11
XIV	INSURANCE BENEFITS	11
XV	PENSION	12
XVI	WORKER'S COMPENSATION	12
XVII	UNIFORMS AND TOOLS	12
XVIII	LABOR MANAGEMENT AND SAFETY	13
XIX	SENIORITY, LENGTH OF SERVICE AND PROMOTION	14
XX	GRIEVANCE PROCEDURE	15
XXI	DISCIPLINARY PROCEDURE	17
XXII	NON-DISCRIMINATION	18
XXIII	NO STRIKE	18
XXIV	SAVINGS CLAUSE	18

XXV	IMPLEMENTATION	19
XXVI	TERM OF AGREEMENT	19
SCHEDULE A	UNION EMPLOYEES 2007-2010	S-1

AGREEMENT made this 30th day of April, 2008 between the ULSTER COUNTY RESOURCE RECOVERY AGENCY (hereinafter referred to as the "Agency" or the "Employer") with offices at 999 Flatbush Avenue, P.O. Box 6219, Kingston, New York 12402 and TEAMSTERS LOCAL 445, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union") with offices at Box 2097, Newburgh, New York 12559.

ARTICLE I
DUES AND AGENCY FEE DEDUCTIONS

Section 1: The Agency agrees that upon presentation of dues deduction authorization cards signed by individual Employees to which this agreement is applicable, it will make monthly deductions from the wages of such Employees for membership dues and will remit such deductions to the Union, together with a list of Employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made.

Section 2: The Agency agrees to deduct from the wages of those Employees to which this agreement is applicable and who have not executed deduction authorization cards an amount equivalent to the membership dues deductions of those Employees who have executed deduction authorization cards. Such money shall be forwarded to the Union, as an agency fee, together with a list of Employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which such deductions were made.

Section 3: Upon the signing of this agreement and annually thereafter, the Union shall provide the Agency with a copy of its Agency Fee Refund Procedure.

Section 4: The Agency agrees to deduct from the paychecks of all Employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from his or her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Employer shall transmit to:

NATIONAL DRIVE
P.O. Box 758637
Baltimore, MD 21275

sent on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's social security number and the amount deducted from the Employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which are prohibited by applicable law.

ARTICLE II UNION RIGHTS

Section 1: The Employee designated as Shop Steward shall be allowed up to a maximum of two (2) hours per week for the investigation of grievances. This shall not include any time spent by the Shop Steward at meetings held pursuant to the terms of the grievance procedure.

Section 2: Collective bargaining sessions shall be convened at mutually acceptable times. If a collective bargaining session is to be convened during working hours, up to three (3) members of the bargaining unit may attend with pay.

Section 3. There shall also be designated an alternate Shop Steward who shall assume all responsibilities of the Shop Steward when the Shop Steward is absent, or there is a conflict between the Shop Steward and an Employee.

Section 4. A copy of letters from the Agency to any Employee that pertain to job postings or policies relating to Employees will be sent to the Shop Steward and the Union Business Agent at the Local Union Hall.

Section 5. The Agency agrees to make available a bulletin board in the scale house of the New Paltz Transfer Station and in the vestibule of the Vehicle Maintenance Facility, the size and location of which are to be decided jointly by the appropriate Agency and Union

representative. Such bulletin boards shall be for the exclusive use of the Union for announcement of meetings, posting of Union bulletins, election notices, posting of vacancies, and job openings for any and all matters relating exclusively to Union business.

Section 6. The Employer shall grant a total of four (4) paid working days per year for use of either the Shop Steward or the Alternate Shop Steward to attend Union conventions and Union conferences. The Union shall request permission from the Executive Director at least a week in advance, which permission shall not be unreasonably withheld provided the Agency is not adversely affected.

ARTICLE III MANAGEMENT RIGHTS

Section 1: Except as specifically and lawfully abridged, or modified by this Agreement or law, the Agency retains the right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations; the business and service operations to be conducted and rendered; the control and condition of the buildings, real estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services; to maintain order and efficiency in all its departments and operations including the right to discipline, suspend, and discharge Employees; to hire, layoff for economic reasons, assign, promote and determine the qualifications of Employees; and to determine the starting and quitting time.

ARTICLE IV WAGES

Section 1 : The wages to be paid for each classification are indicated in Appendix "A" which is annexed to this contract.

Section 2: New Employees must serve a consecutive sixty day probationary period.

During the probationary period, a new Employee shall be paid ninety per cent (90%) of the regular wage rate of the position to which they are hired. New Employees shall not receive the benefits of Articles VII, IX, XI, XII, XIV, or XXI during the probationary period.

Section 3: An Employee who is required by the Agency to be away from home or Agency facility overnight shall be reimbursed for meals and lodging expenses actually incurred. The Employee shall obtain permission from the designated manager before incurring any such expenses. Such permission shall include the limits of such expenses. The Employee must submit receipts in order to receive reimbursement. Payment of expenses shall be made no later than 30 days after submission of said receipt.

Section 4: Longevity Bonuses.

(a) A longevity bonus shall be paid to qualifying Employees according to the following schedule:

Seven hundred (\$700.00) Dollars to Employees who reach their 3rd anniversary date.

Nine hundred fifty (\$950.00) Dollars to Employees who reach their 6th anniversary date.

One thousand two hundred (\$1200.00) Dollars to Employees who reach their 9th anniversary date.

One thousand fourteen hundred fifty (\$1450.00) Dollars to Employees who reach their 12th anniversary date.

(b) The longevity bonus shall be paid on the first available payroll date after the Employee reaches the qualifying anniversary date. The longevity bonus payment shall not be added to the Employee's base salary.

ARTICLE V OUT OF TITLE WORK

Section 1: Any Employee may be assigned temporarily to perform duties of a higher classification in an emergency situation. In the event any Employee, so assigned, works any part of a day in a higher classification of work, he shall be paid a minimum of two (2) hours at the rate of pay prevailing for the highest classification of work he performs that day. In the event that the Employee works more than two (2) hours in a higher classification of work, he shall be paid

the rate prevailing for the hours worked in that classification. No Employee will be required to work in a higher classification for more than 40 work days in any consecutive 12 month period.

Section 2: An Employee who is assigned temporarily to perform duties of a lower classification shall be compensated at the Employee's regular rate of pay.

Section 3: The Agency shall post job descriptions for all bargaining unit positions to be filled.

ARTICLE VI OVERTIME

Section 1: One and one-half (1.5) times the regular rate of pay shall be paid to Employees in any of the following situations:

- A. After eight (8) hours of work on a regular scheduled work day;
- B. On the sixth (6th) day of an Employee's regularly scheduled work week.
- C. Overtime worked on the 7th day of an Employee's regularly scheduled work week shall be paid at 2.5 times the regular hourly rate.

Section 2: Employees who are required to work on a holiday defined in this agreement shall be paid for the holiday plus one and one-half (1.5) times the regular rate of pay for all work performed on the holiday.

Section 3 : Employees who are called into work overtime shall be paid for a minimum of two (2) hours at the appropriate overtime rate. This shall not apply to overtime work that is contiguous to the end of the regular work day.

Section 4: Employees who are required to work four (4) or more consecutive hours of overtime shall receive a meal allowance of Eight (\$8.00) Dollars and shall receive an additional meal allowance of Eight (\$8.00) Dollars for each additional four (4) hours of overtime worked.

Section 5: Overtime shall be allocated in accordance with the rotating list system as in effect on the date of execution of this agreement. The parties acknowledge that the rotating list system overtime is allocated according to lists in classifications, i.e.: 1) Transfer Station and

MRF Operators; 2) Scale House Operators; 3) Transfer Station and MRF Laborers; 4) Driver/Operators; and 5) Mechanics. If insufficient Employees are available for overtime within the defined classifications, then overtime is allocated among qualified Employees holding titles in other classifications.

ARTICLE VII WORK DAY / WORK WEEK

Section 1: The work week shall consist of five (5) consecutive days during the period of Monday through Saturday.

Section 2: The work day shall consist of eight (8) hours including a fifteen (15) minute break period in the morning and a fifteen (15) minute break period in the afternoon.

Section 3: In the event that an Employee commences work before the start of his/her regular work shift, he/she shall not be denied the opportunity to work until the end of such regular work shift.

Section 4: In the event that the Agency wishes to establish additional or different work shifts than those presently in existence, it shall offer such additional or different work shifts to affected Employees in order of seniority by classification. In the event that an insufficient number of Employees accept the additional or different shifts, the Agency shall assign the number of Employees necessary for such new or additional shifts in inverse order of seniority by classification.

Section 5. Regular Part-time Employees

a. Part-time employees who are regularly scheduled to work more than 15 hours per week, but less than 30 hours per week, shall be called "Regular Part-time Employees" and shall be covered by this agreement.

b. There shall never be more than ten (10%) per cent of the workforce working in Regular Part-time status.

c. Regular Part-time Employees shall receive fifty (50%) percent of all benefits under the agreement, except they shall receive one hundred (100%) of the health, dental and vision benefits.

d. Regular Part-time Employees shall earn ten (10%) less than the full rate in their job classifications.

**ARTICLE VIII
HOLIDAYS**

Section 1: Legal holidays with pay shall include:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther Kings' Birthday | Columbus Day |
| President's Day | Election Day |
| Good Friday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving |
| | Christmas Day |

Section 2: In addition to the legal holidays described above, Employees shall receive their birthday as a holiday. This benefit shall take effect on January 1, 2009, since all Employees have received Lincoln's Birthday as a holiday in 2008.

Section 3. For the purposes of this agreement, if a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. When a scheduled holiday falls on an Employee's day off, the Employee shall observe the holiday on the next working day.

ARTICLE IX

VACATION

Section 1: Employees shall receive the following vacation allowance:

Length of Employment	Vacation Allowed
One year	Two weeks
Five years	Three weeks
Ten years	Four weeks
Twenty years	Five weeks

Section 2: Half day and single day vacation days may be taken by an Employee if requested two (2) weeks in advance up to a maximum of five (5) days per year. Additional single vacation days may be taken at the discretion of the Executive Director. Other earned vacation days must be taken on a weekly basis.

Section 3: If a holiday falls within the vacation period of an Employee, the Employee's vacation time shall be credited with the holidays that fall within such period.

Section 4: Upon death, retirement or other type of termination, an Employee or the Employee's designated beneficiary shall be paid for all unused vacation earned prior to the occurrence at the Employee's current rate of pay.

Section 5: All vacation shall be taken in the anniversary year during which the Employee becomes entitled thereto, and no part of such vacation shall be carried over from one year to another, unless the pressure of work makes it impossible for the Executive Director to approve vacation during that year. In such case, the unused vacation for that year, up to a maximum of five (5) days, shall be added to the vacation to which the Employee is entitled during the following year. Any additional unused vacation time shall be paid for at the end of the anniversary year in which it was supposed to be taken.

Section 6: Vacation plans shall be submitted to the Employee's manager by April 1st of each year. Vacation shall be allocated in accordance with seniority and the needs of the Agency. Requests for unscheduled vacation shall be approved by the manager on an ad hoc basis, subject to the needs of the Agency. All Employees who request at least three (3) weeks in

advance, and are scheduled for at least one (1) week of vacation, shall be paid by separate check prior to the start of the vacation.

ARTICLE X SICK LEAVE

Section 1: Sick leave shall be earned at a rate of one (1) working day per month of continuous service and may be accumulated without limitation, except that, for the purposes of the cash payment authorized under Section 3 of this Article, the maximum accumulation is 165 days.

Section 2: Normally, for absences of less than three (3) days, Employees will not be required to provide a physician's statement certifying to their illness or disability. However, where absences are of three (3) consecutive days in duration such statement may be required by the Executive Director. Additionally, if the Executive Director reasonably discerns that a pattern of abuse of sick leave is occurring, the Executive Director may require a physician's statement at any time.

Section 3: Unused sick leave may be converted into a cash payment at the time of the Employee's retirement or termination of service, or may be used for the payment of health insurance premiums under COBRA. Notwithstanding the foregoing, if the termination of service is by resignation, then the Employee may not convert sick leave to cash unless he has reached his 3rd anniversary of service to the Agency, in which case he shall be entitled to convert to cash 75% of unused sick leave, and if he has reached his 5th anniversary, 100%. Upon the death of the Employee, the Employee's designated beneficiary shall be given a cash payment equal to the sick leave accumulated under the Agreement.

Section 4: Employees may use up to five (5) sick leave days annually (non-cumulative), deductible from the Employee's available sick leave entitlement, for absence due to illness in the Employee's household family, which is defined as any relative residing within the Employee's home, but shall also include the Employee's father, mother and children wherever they reside.

Section 5: The Employee must call the number provided by the Agency at least thirty (30) minutes prior to the shift.

Section 6: An Employee who calls in sick on the work day before a holiday or the workday after a holiday without a doctor's note for such sick day(s) shall forfeit payment for the holiday.

ARTICLE XI PERSONAL LEAVE

Section 1: Employees shall be entitled to five (5) personal leave days per year. However, Employees shall not be permitted to use personal leave until they have completed six (6) months continuous, full-time employment with the Agency. The use of personal leave is not automatic. Employees should request use of personal leave in writing to their manager as far in advance as possible and at a minimum of forty-eight (48) hours in advance except for emergency situations.

Section 2: An Employee requesting to use personal leave shall not be required to state the reasons therefore.

Section 3 : The granting or denying of requests for personal leave is subject to the requirements and needs of the Agency. Personal leave requests shall not be unreasonably denied.

Section 4: Personal leave may be taken in a minimum of four (4) hour increments.

Section 5: Personal leave in whole or in part shall not be used to extend vacation, holiday, or sick leave. The intent of personal leave is for personal business of a nature that cannot be accommodated during non-working hours, and is not proper under other leave time.

Section 6 : Personal leave is non-cumulative.

Section 7: The Agency shall not deny a personal leave request for the sole reason of avoiding overtime.

ARTICLE XII BEREAVEMENT LEAVE

Section 1 : In the event of a death in the immediate family, an Employee shall be

allowed five (5) bereavement days with pay for each such death. Immediate family shall mean: husband, wife, son, daughter, mother, father, sister, brother. In the event of a death in an Employee's non-immediate family, the Employee shall be allowed three (3) bereavement days with pay for each such death. Non-immediate family shall mean: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, or any relative residing in the household of the Employee. In addition, in the event of a death of an Employee's step-mother, step father, step-sister or step-brother not residing in the Employee's household, the Employee shall be allowed one (1) bereavement day.

Section 2: For Employees hired on or after the date this Agreement is signed by both parties, the number of bereavement days for a death in the immediate family shall be three (3).

Section 3: Proof of the relative's death shall be provided by the Employee upon request of the Agency.

ARTICLE XIII JURY DUTY

Section 1: On proof of the necessity of jury services or appearances as a witness pursuant to subpoena or other court order, an Employee shall be granted a leave of absence with pay with no charge against leave time.

Section 2: Juror or witness fees shall be paid to or endorsed to the Agency by the Employee upon receipt.

ARTICLE XIV INSURANCE BENEFITS

Section 1: The Agency shall provide, without premium contribution by the Employees, health insurance benefits for Employees pursuant to the MVP Preferred EPO \$15 Plan and dental and vision benefits under the Guardian Plan. If, at any time during the term of

this Agreement the MVP Preferred EPO \$15 Plan or Guardian Plan are no longer available, the Agency shall replace those plans with equivalent plans.

Section 2: Notwithstanding anything in Section 1 of this Article to the contrary, and in order to implement the plans in described in Section 1, the Agency shall cease making contributions to the Union Welfare Plan as of April, 2008. The Union shall provide COBRA notices to the Employees and shall continue the Employees' coverage under the Union Welfare Plan for a period of two months, commencing May 1, 2008 and ending June 30, 2008. The plans described in Section 1 hereof shall take effect on July 1, 2008.

ARTICLE XV PENSION

Section 1: The Agency shall participate in the New York State Retirement System.

ARTICLE XVI WORKERS' COMPENSATION

Section 1: In the event that an Employee is injured in the course of employment, he/she shall have the option of utilizing accumulated sick leave for any period of absence due to the injury or collecting payment directly from the Workers' Compensation carrier. In the event that the Employee elects to utilize accumulated sick leave, he/she shall assign the right to payment from the Workers' Compensation carrier to the Agency. Upon receipt of payment by the Agency from the Workers' Compensation carrier, the Agency shall restore the Employee's accumulated sick leave on a day-for-day basis. In the event the period of payment from the Worker's Compensation carrier exceeds the period of sick leave utilized by the Employee, the Employee shall receive the excess payment.

Section 2: During the period that an Employee is absent due to an on-the-job injury, the Agency will continue to maintain the Employee's health insurance plan.

ARTICLE XVII UNIFORMS AND TOOLS

Section 1: The Agency agrees to provide all Employees with safety shoes. Such

shoes shall be replaced on an "as-needed" basis, i.e. the Agency will provide a new pair of safety shoes to an Employee when such Employee surrenders his/her pair of worn-out or damaged safety shoes.

Section 2: The Agency shall continue to provide the current uniform allotment procedure to all Employees. Pursuant to this procedure, Employees are provided with eleven (11) long sleeve shirts, eleven (11) short sleeve shirts, eleven (11) pants, six (6) short sleeve T-shirts and two (2) jackets. Winter work gloves will be provided. Additionally, two (2) pairs of insulated coveralls shall be provided to Employees holding the following titles: Mechanic, Maintenance and Building Mechanic, Transfer Station Operator, Sorting Line Worker, MRF Laborer, MRF Operator and Transfer Station Laborer. The Agency will maintain several pairs of insulated coveralls for Employees temporarily assigned to those titles. The Agency will also provide two (2) pairs of non-insulated coveralls to Employees holding the title of Mechanic and Maintenance and Building Mechanic. Uniforms are cleaned and maintained by the Agency. Upon separation from service or commencement of an extended leave of absence from the Agency, an Employee shall return all uniforms.

Section 3: Employees shall wear their uniforms and safety shoes at all times.

Section 4: If tools are needed for Agency repairs and maintenance, the Agency will purchase them.

ARTICLE XVIII

LABOR MANAGEMENT AND SAFETY

Section 1: The Agency shall comply with all federal and state laws and regulations concerning equipment and work site safety. Where such laws or regulations require the use of safety equipment, the Agency shall supply it and the Employees shall wear or utilize it.

Section 2: In the event that an Employee reasonably believes that a piece of equipment or working condition is unsafe, he/she shall have the right to object to using such

equipment or working under such condition. In the event of an objection concerning equipment, the Employee shall not be required to operate it until it is determined to be safe, in writing, by a New York State certified inspector or the Executive Director of the Agency or his designee. If the objection concerns working condition(s), the Employee shall not be required to work under such condition(s) until it is determined to be safe, in writing, by the Executive Director of the Agency or his designee.

Section 3 : All Employees shall receive hepatitis shots at the expense of the Agency, unless excused by a doctor's opinion.

Section 4: Agency vehicles driven by the Employees shall be washed regularly by the Agency.

Section 5 : A Labor Management and Safety Committee consisting of three persons selected by the Union and three persons selected by the Agency shall be established. The Labor Management and Safety Committee shall meet at mutually agreeable times and places to discuss labor management and safety issues. The Labor Management and Safety Committee may, by affirmative vote of a majority of the total membership of the Committee, make recommendations concerning labor management and safety issues.

ARTICLE XIX

SENIORITY , LENGTH OF SERVICE AND PROMOTION

Section 1 : Employment seniority shall commence on the date of the Employee's first hiring by the Agency.

Section 2: In filling existing vacancies (including promotions), preference shall be given to the senior most qualified Employee.

Section 3 : Seniority shall be the governing factor in lay-offs, vacations and shift assignments.

Section 4: In the event of a reduction in force, the Employee with the least seniority shall be laid off first. Any further reductions shall proceed on the same basis. An Employee so laid off shall have the right to displace the least senior Employee in the unit, provided such

Employee is qualified for that position.

Section 5: (a) Notice of available jobs or available vacancies in existing jobs shall be posted on the bulletin board for ten (10) working days, exclusive of Saturdays, Sundays or holidays. The job posting notice shall indicate the job title and rate of pay for the job, The Agency may fill such new jobs or vacancies immediately pending the final selection of an applicant The job posting notice shall be posted at all locations and copies shall be given to the shop steward.

(b) During the posting period, an Employee, except a probationary Employee, may make application to fill such posted job by signing and dating the job posting notice and by submitting a written expression of interest and qualifications to the Executive Director. No applications will be accepted after the period of posting has expired.

(c) The Agency will make a decision as to the successful bidder, if any, within thirty (30) days after the time for accepting applications has been closed.

(d) In the event that there are no applicants qualified to fill the posted job or no Employee makes an application to fill the posted job, the Agency shall have the option to fill the job without consideration of seniority.

ARTICLE XX GRIEVANCE PROCEDURE

Section 1: PURPOSE

It is the intent of the Agency and the Union that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be a precedent in a later grievance proceeding.

Section 2: DEFINITIONS

(A) A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

(B) An "Employee" is any person in the unit covered by this agreement.

(C) An "aggrieved party" is the Employee or group of Employees on whose behalf the Union submits a grievance.

Section 3: SUBMISSION OF GRIEVANCES

(A) Before submission of a written grievance, the parties must attempt to resolve it informally. The Union representative, Employee(s) and immediate Agency manager shall meet. If the grievance is not resolved within five (5) days, a written grievance may be filed.

(B) Each grievance shall be submitted in writing on a form approved by the Agency and the Union and shall identify the aggrieved party, the provision of agreement involved in the grievance, the time when and place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

(C) A grievance shall be deemed waived unless it is submitted within forty-five (45) calendar days after the date on which such grievance arose or could have been reasonably discovered.

Section 4: GRIEVANCE PROCEDURE

(A) In the event that the parties are unable to informally resolve their dispute, it shall be reduced to writing and submitted by the Union to the applicable manager. The manager shall respond in writing to each grievance received. If the Union is not satisfied with the response or, if no response is received within ten (10) calendar days after submission of a grievance, the Union may submit a copy of the grievance to the Executive Director or his/her designee no later than ten (10) calendar days hereafter.

(B) The Executive Director or his/her designee shall, upon request, confer with the Union with respect to the grievance and shall deliver to the Union a statement of the Executive Director's position with respect to the grievance no later than twenty-one (21) calendar days after it is received by the Executive Director.

(C) In the event that the Union is not satisfied with the statement of the Executive Director with respect to the grievance or, if no response is forthcoming within twenty-one (21)

calendar days after submission of the grievance to the Executive Director, the Union may, within sixty (60) calendar days after receipt of the Executive Director's statement or the expiration of the twenty-one (21) calendar day period, refer the matter to the American Arbitration Association for processing pursuant to the Labor Arbitration Rules of the American Arbitration Association. Failure to file a Demand for Arbitration with the American Arbitration Association within this time limitation shall constitute a waiver of the grievance.

Section 5: **ARBITRATION**

(A) The decision of the arbitrator shall be in writing and shall set forth the arbitrator's findings, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power to alter, add to or detract from the provisions of this agreement. The decision of the arbitrator shall be final and binding on both parties.

(B) The cost for the services for the arbitrator shall be borne equally by the Agency and the Union.

(C) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise might be available for a cause of action related to breach of contract.

ARTICLE XXI
DISCIPLINARY PROCEDURE

Section 1: Notwithstanding anything in this agreement to the contrary, the Executive Director shall have the power to discipline Employees for just cause. Discipline shall include removal, suspension, demotion, fines, or written reprimand. Any Employee disciplined by the Executive Director shall be given the opportunity to appear before the Executive Director with a Union representative to provide his or her position concerning the disciplinary action. Within five (5) business days after the appearance of the Employee and Union representative, the Executive Director shall make written findings with regard to the disciplinary action and provide them to the Union representative. If the Union disagrees with the findings of the Executive Director, it may appeal to the Board of Directors of the Agency. Such appeal shall be in writing

and shall be submitted to the Secretary of the Agency within five (5) business days after receipt of the Executive Director's findings. The determination of the Board shall be final and binding on the Agency, Union, and the Employee. There shall be no right to administrative or judicial review. The Union and Employees specifically waive any or all rights to administrative or judicial review.

ARTICLE XXII
NON-DISCRIMINATION

Section 1: The Agency and the Union shall carry out their obligations under this contract in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee by reason of ages, sex, race, creed, color, national origin, disability or marital status.

ARTICLE XXIII
NO STRIKE

Section 1: The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE XXIV
SAVINGS CLAUSE

Section 1: If any part hereof or any provisions herein contained by rendered or declared illegal or an improper practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect.

Section 2: This Agreement shall be binding upon the parties hereto, and their successors, including any governmental entity succeeding to the interests of the Agency under operation of law.

**ARTICLE XXV
IMPLEMENTATION**

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

**ARTICLE XXVI
TERM OF AGREEMENT**

Section 1: This contract shall be for a period of three (3) years commencing on January 1, 2008 and expiring on December 31, 2010.

**ULSTER COUNTY RESOURCE
RECOVERY AGENCY**

By: *Michael J. Sciarrotto*
EXECUTIVE DIRECTOR

TEAMSTERS LOCAL 445

By: *By Russell*
PRESIDENT 5-7-2008

**SCHEDULE A
UNION EMPLOYEES - 2008 - 2010**

	2007	2008 3.00%	2009 4.00%	2010 4.00%
<u>CLASSIFICATION</u>				
GRADE I - A	\$11.21	\$11.55	\$12.01	\$12.49
Sorting Line Worker				
GRADE I - B	\$15.19	\$15.65	\$16.27	\$16.92
Scalehouse Operator (Entry)				
Transferstation Laborer				
MRF Laborer				
Mechanics Helper				
<u>GRADE II</u>	\$16.28	\$16.77	\$17.44	\$18.14
Buildings & Grounds Keeper				
Scalehouse Operator 1				
Welder				
<u>GRADE III</u>	\$17.43	\$17.95	\$18.67	\$19.42
Transfer Station Operator				
MRF Operator				
Dispatcher				
Driver/Operator				
<u>GRADE IV</u>	\$18.51	\$19.07	\$19.83	\$20.62
Driver/Operator A				
Mechanic				
* Maintenance Mechanic				
* Lead Scalehouse OPerator				
<u>GRADE V</u>	\$19.63	\$20.22	\$21.03	\$21.87
Lead Mechanic				
MRF Production Foreman				
* Lead Transfer Station Operator				
* New Position				