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AGREEMENT

BETWEEN

JAMESTOWN BOARD OF PUBLIC UTILITIES

AND

**TEAMSTERS, LOCAL UNION #264
BUFFALO, NEW YORK
AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS**

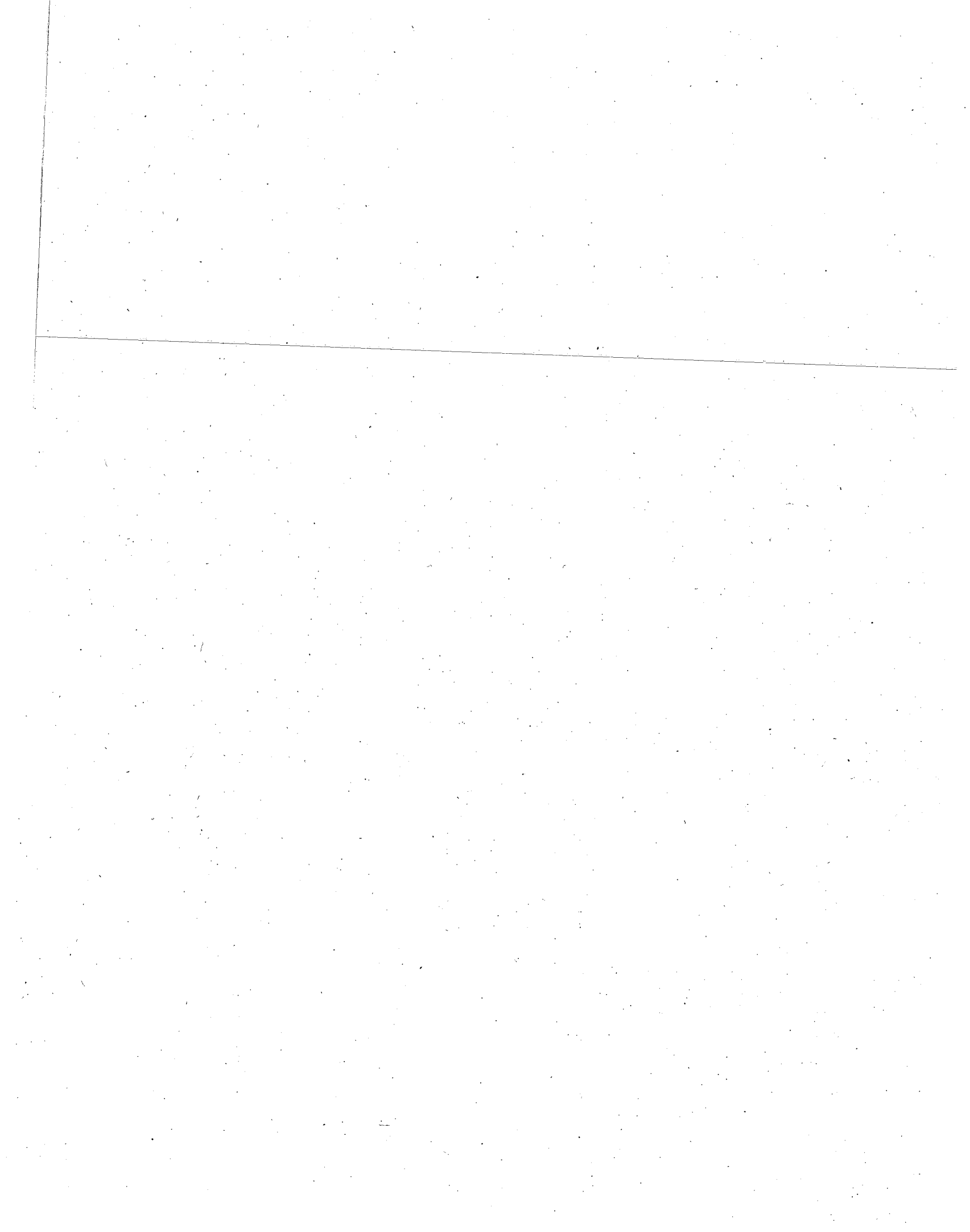
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RELATIONS BOARD**

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ADMINISTRATION



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SANITATION AGREEMENT

THIS AGREEMENT made and entered into this 18th day of April, 2011, by and between the Jamestown Board of Public Utilities, hereinafter referred to as "Employer", party of the first part, and Teamsters, Local Union #264, Buffalo, 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 I
- B. Regular, Full-Time II
- C. Casual

Definitions:

A. Regular Full-Time I employees shall be those employees who work a regular, full-time work schedule. They shall be subject to all provisions as contained in Article I. UNION SECURITY. They shall receive health care coverage under the New York State Teamsters Classic Plan at composite rates as provided in Article V. INSURANCE herein. Their rate of pay shall be the negotiated rate effective December 31, 2010 and thereafter as covered herein under Article IV. WAGES AND HOURS. Hours of work for a Regular Full-Time I 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 ½). 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 for Regular, Full-Time I employees shall not be cut unless the hours of Regular, Full-Time II employees are cut first.

B. Regular, Full-Time II employees shall be those employees hired into this classification on or after January 1, 2011. They shall be subject to all provisions as contained in Article I. UNION SECURITY. They shall receive health care coverage under the New York State Teamsters Classic Plan at composite rates as provided in Article V. INSURANCE herein. Their rate of pay shall be the negotiated rate effective January 1, 2011 (\$12.00 per hour) and thereafter as covered herein 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 ½). 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 X. Hours of work of Regular, Full-Time II employees shall be cut before the hours of Regular, Full-Time I employees.

C. Casual employees shall be on call to fill in for Regular, Full-Time I and Regular, Full-Time II 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 a Regular, Full-Time II position. 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 site shall have another day off (at their choice) and, therefore, will be expected to work the yard waste site 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 casual employees shall be maintained on a separate roster and shall retain no seniority even among other casual employees. Casual employees shall be responsible for notifying the Employer of current address and phone numbers. Failure to do so shall be grounds for dismissal.

If it is mutually agreed upon that an opening exists in the Regular, Full-Time II classification, the Employer will fill such opening within thirty (30) days from either the casual classification or from any other source, at the discretion of the Employer.

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 Working Crew Chief, Mechanics, Regular, Full-Time I and Regular, Full-Time II employees.

ARTICLE IV. WAGES AND HOURS

<u>Classification</u>	<u>1/1/2011</u>	<u>1/1/2012</u>	<u>1/1/2013</u>	<u>1/1/2014</u>
Regular, Full-Time I	\$15.90	\$16.35	\$16.80	\$17.30
Regular, Full-Time II	\$12.00	\$12.00	\$12.45	\$12.95
Casual	\$12.00	\$12.00	\$12.00	\$12.00

The regular starting time for employees collecting garbage and recyclables shall not be later than 6:00 a.m.. This provision shall not prevent the BPU from starting certain employees later than 6:00 a.m. for business reasons. The principle of seniority shall prevail at all times where applicable, and there shall be no bumping.

Employees who are absent from work for a period of 30 or more calendar days without pay will not continue to accumulate benefits i.e. vacation and personal leave. When the employee returns to work, he/she shall accumulate benefits on a pro-rata basis for the remainder of that year. For example, if an employee is out of work for 3 months without pay in a given year, he/she will accrue only $\frac{3}{4}$ of the vacation and personal leave to which he/she would have been entitled to for that year.

RAIN DAYS

A. On days that it rains or snows, employees are expected to work unless the Employer and Employees agree that conditions are too severe to work. Employees may be directed to report to the garage to wait to see if conditions improve so that the work can be safely performed. If rain or snow days are granted in a week, it shall be with the understanding that all runs must be completed by the end of the 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.

DISABILITY

During the term of this agreement, the Employer will provide Disability insurance for the Regular, Full-Time I and Regular, Full-Time II employees as a rider on the Teamsters Benefit Plan.

ARTICLE V **INSURANCE**

For the period commencing January 1, 2011 and continuing through December 31, 2014, the BPU shall contribute the following amounts on a monthly basis towards the Teamsters "Classic" insurance plan coverage for all Regular, Full-Time I and Regular, Full-Time II employees:

1/1/2011 - \$1,058.37 per month
1/1/2012 - \$1,105.44 per month
1/1/2013 - \$1,154.36 per month
1/1/2014 - \$1,206.52 per month

The BPU monthly contribution is fixed in all years including 2014. The employee shall pay any difference between the BPU monthly contribution and the actual monthly

premium cost. The BPU is authorized to make payroll deductions for the employees' portion of the health care premiums.

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 (55) 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 that 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

The BPU agrees to contribute the following amounts to the New York State Teamsters Pension Plan for those employees currently participating in that Plan:

<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
\$2.8114 per hour to a maximum of \$112.46 per week	\$2.9520 per hour to a maximum of \$118.08 per week	\$3.0996 per hour to a maximum of \$123.98 per week	\$3.2546 per hour to to a maximum of \$130.18

The union agrees that the BPU will not have to pay surcharges for November 2010 and December 2010 of any other surcharges in 2010.

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 all 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 I & II 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
- 3 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 I & II employees hired after July 1, 1993, 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.

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**

Ten (10) days per calendar year of paid personal leave, non-cumulatively, will be granted to each Regular, Full-Time I and Regular, Full-Time II employee. 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 Regular, Full-Time II employees shall be entitled to receive a pro-rata number of personal leave days after 30 days when they are hired full-time. Regular, Full-Time I and Regular, Full-Time II employees who leave the employment of the BPU for any reason shall receive a pro-rata number of personal leave days for that year.

The following holidays will be removed from Article IX. HOLIDAYS 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 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 leave days on a one-to-one basis for any holiday on which a disposal facility is not available.

ARTICLE IX **HOLIDAYS**

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

Each Regular, Full-Time I and Regular, Full-Time II employees 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 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. Memorial Day
3. July 4th (day observed)
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
7. Employee's Birthday

In the event that the State or Federal government shall require the BPU to observe a holiday on Martin Luther King's Birthday, President's Day, Good Friday, Columbus Day or Veteran's Day, a day shall be deducted from the 10 personal leave days on a one-to-one basis i.e. the parties agree that there shall be an aggregate of 17 holidays and personal leave days (including the employee's birthday).

These holidays should also be indicated on the Board of Public Utilities recyclable calendar. During any week in which a holiday falls, Regular, Full-Time I and Regular, Full-Time II 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).

In the event that casual employees, who are not scheduled to work on garbage for the entire week, are available to work, regular full-time employees may opt to work only four days and have a casual employee collect one route, in which case the regular full-time employee will be compensated for 40 hours, and the casual employee will be compensated for 8 hours.

ARTICLE X **BEREAVEMENT LEAVE**

In the event of death in the immediate family, a regular, full-time employee shall be granted a leave of absence of up to three (3) working days with pay. This benefit is limited in that the first scheduled work day after the funeral or memorial service 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.

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. 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 one (1) job steward and one (1) alternate. The authority of the job steward and alternate 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; and
2. The collection of dues when authorized by appropriate Union action; and
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.

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

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

This Article XVII. DISCIPLINE & DISCHARGE and Article XX. GRIEVANCE PROCEDURE - ARBITRATION of this contract shall apply in lieu of Section 75 and 76 of the Civil Service Law.

The Employer agrees to impose discipline in compliance with the terms and conditions of this article. A Business Agent shall be notified when disciplinary action is

taken. A Steward shall be present during employee interrogations that may result in discipline of that employee.

Disciplinary action will be taken within 15 days of the date that the employer learned of the employee action subject to discipline unless the employer notifies the union, in writing, that it is delaying discipline for purpose of investigation or the receipt of additional information, but not more than 30 days unless mutually agreed upon.

The Employer will generally use a progressive discipline policy of verbal warnings, written warnings, suspension and discharge. The employer may, however, skip intermediate disciplinary steps depending on the nature of the infraction.

Documentation of verbal warnings, and written warnings, shall be maintained in the employees' personnel files. Warnings for tardiness, absenteeism and accidents shall be removed from an employee's file twelve (12) months after the warnings were issued, provided that no further warnings were issued during the intervening twelve (12) months. This twelve month provision shall not apply to warnings related to other infractions.

Other contractual language and provisions notwithstanding, the Employer has the right to impose a one or two-day unpaid suspension upon an employee as discipline at the discretion of the Employer. The Employer agrees that such a suspension will not be done in an arbitrary, capricious or malicious manner. The Parties agree that the just cause standard shall not apply to one or two day suspensions.

The Employer shall not discharge nor suspend any employee for in excess of two days without just cause. Discipline which does not involve a one or two day suspension under the above paragraph is subject to a just cause standard of review.

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. CLASSIFICATION OF

EMPLOYEES of this Agreement.

Seniority shall prevail in 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**

Procedure

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

Step 1. Any complaint or dispute regarding the Agreement shall be reported to the non-grieving party, in writing, within 15 days of the occurrence of the action causing the complaint. Any grievance not so filed will be deemed waived. The grieving party may, within this time, attempt to present and resolve the grievance orally with his or her supervisor:

Step 2. The non-grieving party shall respond to the grieving party, in writing, within 10 calendar days of receipt of the written grievance. Failure to respond shall constitute a denial of the grievance.

Step 3. By mutual agreement, the parties may meet to attempt to resolve the grievance before it proceeds to arbitration. The parties may also agree to submit the grievance to a PERB mediator, which shall not be binding on the parties. This step shall not extend the time limits to move the grievance to arbitration unless the parties agree in writing to do so.

Step 4. If the grievance is not resolved satisfactorily at steps 2 or 3, either party may submit the grievance to arbitration within 10 days of the receipt of the answer at Step 2. The parties agree that when arbitration is requested, the parties shall utilize the list from the Public Employment Relations Board to resolve the grievance. The arbitrator's fees shall be borne equally between the parties. Either party may employ a court reporter to transcribe the arbitration proceeding at that party's sole cost. The party ordering the transcript shall provide a copy to the other party at the reporter's cost of reproduction.

The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties

subject to rights of the parties under the New York CPLR. It is agreed by both parties that there shall be no work stoppage or lockout during this process.

Additional Provisions

The time limits provided herein may be extended only by mutual agreement, in writing, signed by both parties. If any of the time limits falls on a Saturday, Sunday or holiday, the time limit shall be extended to the first working day after the Saturday, Sunday or holiday.

Any step of the grievance procedure may be by-passed by mutual agreement, in writing, signed by representatives of both parties.

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. Check-off 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 wastes, 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
WORKING SHORT

When Regular, full-time workers are temporarily unavailable for duty for reasons of illness, injury, vacation or personal leave, management may, at its discretion, require the remaining full-time workers to complete the daily work without the benefit of a Casual substitute. This practice shall be referred to as "working short." When the unit works short, the employees actually performing the additional work shall receive a premium based upon \$8.00 per hour divided ratably among those employees, but no more than \$4.00 for any single employee.

ARTICLE XXV
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.

PROVIDED EQUIPMENT

Each employee will be issued three pairs of rubber gloves and one pair of rubber over-shoes at no charge to the employee. The employer will replace these items when returned worn or damaged and unusable.

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 XXVI
TERMINATION

This Agreement shall take effect as of January 1, 2011, and shall continue in full force and effect until December 31, 2014, 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 HEREOF, the undersigned LOCAL UNION, duly authorized by its members, and the undersigned EMPLOYER, duly authorized by its Board, have hereunto affixed their hands and seals at Jamestown, New York, this 18th day of April, 2011

EMPLOYER

Jamestown Board of Public Utilities

By: John Zabrodsky
John Zabrodsky
Chairman of the BPU Board

David Leathers
David Leathers
BPU General Manager

David Watkins
David Watkins
BPU Human Resources Director

UNION

Teamsters, Local Union #264

By: Joseph E. Nowak
Joseph Nowak
Business Agent
Teamsters, Local, 264

Todd Cordosi
Todd Cordosi
Teamsters, Local 264 Negotiator

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.

Schedules

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 _____