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Union: **Department of Solid Waste Management of the County of Greene, International Brotherhood of Teamsters (IBT)**

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^{1/1} 2007 - 2008 - ^{12/31} 2009

AGREEMENT

Between

DEPARTMENT OF SOLID WASTE MANAGEMENT
OF THE COUNTY OF GREENE

And

TEAMSTERS LOCAL 294

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

(A) This Agreement, made to be effective January 1, 2007, between the County of Greene, New York, a municipal corporation organized and existing under the laws of the State of New York, party of the first part and hereinafter referred to as the "County Employer" and Greene County Public Employee, Teamsters Local 294, affiliated with the International Brotherhood of Teamsters, party of the second part and hereinafter referred to as the "Union".

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

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I

INTENT & PURPOSE

It is the intent and purpose of the parties herein that this agreement made by them, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment; that the industrial and economic relations of the County and the Union representing employees in the various positions of the Solid Waste Management Department and its respective jurisdictions will be promoted and the obligation resting upon the "County Employer" and the "union" representing employees to render honest, courteous, and efficient service will be recognized and consistently fulfilled and that there shall be set forth herein a basic agreement covering rates of pay, hours of work and conditions of employment which are to be observed by the parties hereunto.

The term "Employees" when used in this Agreement shall include all the employees within the respective jurisdictions of the Greene County Solid Waste Management Department, who are in the bargaining unit.

ARTICLE II

BARGAINING AGENCY

Section 1. Recognition

The county Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all permanent full time and part time employees of the Employer in the Solid Waste Management Department in the following positions: crew leader, transfer station operator, heavy motor equipment operator A, heavy equipment repairman and all other blue collar positions which may be established by the County. Excluded are all other employees, clerical, professional and technical employees, those appointed and those employed in classifications and titles of an administrative nature.

Section 2. Pledge Against Interference

The County recognizes the right of the employees to become members of the Union and will not interfere with their rights to do so or to remain in such membership.

Section 3. Union Bulletin Boards

The Union shall have the exclusive use of a bulletin board on the Employer's premises for the posting of notices relating to Union meetings, official business and any other Union information.

ARTICLE III

UNION REPRESENTATION

Section 1. Principles

It is mutually agreed that the principle of proportional representation which reflects a Steward for the employees is a sound and sensible basis for representation. In furtherance of this principle, the Employer shall be notified by the Union of a Steward and an Alternative Steward serving in the Steward's absence, in the Solid Waste Management Department. The Union shall notify the Employer of the regular employee who shall serve as the Chief Steward for all employees of the Solid Waste Management Department recognized by this Agreement.

Section 2. Stewards and Alternate Stewards

A) There shall be one (1) steward only in the Department.

B) Employees in the Solid Waste Management Department shall be represented by one (1) steward who shall be a regular employee. In the absence of the Steward, an Alternate may be appointed by the Local President.

C) The Steward, during his working hours without loss of time or pay, may investigate and present grievances to the Employer. It shall also be the responsibility and duty of the Steward appointed by the Union to see that members abide by the Provision of this contract. Under no circumstances shall the Steward leave his station unattended.

D) Prior to initiation of said investigation, the Steward shall notify his foreman and any other foreman where it affects said Steward's work routine, that he is about to or has commenced an investigation of a grievance and on completion of such investigation notification of the same shall be forthcoming.

ARTICLE IV

SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure

The following procedure is the sole method by which any grievance or dispute which may arise between the Union and the Employer, including meaning, interpretation, and application of this Agreement, may be processed in a systematic and orderly fashion:

Step 1. The Steward, with or without the employee, shall take up the grievance or dispute by delivering a written outline of the problem to the employee's immediate supervisor. The supervisor shall then attempt to adjust the matter and shall respond to the steward, in

writing, within five (5) work days.

Step 2. If the grievance has not been settled, it shall be presented in writing by the steward or other authorized representative of the Union to the Superintendent of Solid Waste Management within five (5) work days after the supervisor's response is due. The Superintendent of Solid Waste Management or his designee shall respond to the Steward or other authorized representative of the Union, in writing, within five (5) days.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Union President and/or his authorized representative to the County Administrator, in writing, within five (5) days after the response of the Superintendent of Solid Waste Management is due. The County Administrator and/or his authorized representative shall schedule a meeting within ten (10) working days after receipt of the grievance with, the Superintendent of Solid Waste Management, the Steward and President of the Local Union. The County Administrator shall within ten (10) work days of such meeting, set forth an answer in writing with copies to the Steward and Local Union representative.

Step 4. If the grievance remains unsettled, the Union shall within fifteen (15) days after the reply of the County Administrator is due, by written notice to the County, request arbitration. Any arbitration shall be referred to the New York State Public Employment Relations Board for the selection of an arbitrator, in accordance with its MED-ARB rules and procedures, to resolve the dispute.

The parties agree that interpretation of the express provisions of this Agreement may require examination of the administration of those provisions. However, this shall not imply that examination gives rise to a substantive benefit not provided in this Agreement.

The decision of the arbitrator shall be final and binding on both the Employer and the Union.

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union.

No arbitrator functioning under the procedures set forth in this Agreement shall have any power to amend, modify or delete any provisions of this Agreement.

Representatives of the Union may participate in all steps of the grievance procedure if desired.

Section 2. Time Limits and Authority

A) A grievance must be presented in writing by the steward to his immediate supervisor or Superintendent within five (5) work days after its occurrence in order to be a proper matter for the grievance procedure. If not presented in said timely manner, the grievance shall be deemed waived.

B) The immediate supervisor of the various group classifications is the crew leader.

Section 3. Discharge and Discipline

A) The Employer agrees promptly upon the discharge or discipline of an employee to notify, in writing, the Steward in the department and Local Union of the discharge or discipline.

B) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the department. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.

C) In imposing any discipline on a current charge the Employer may take into account any prior infractions of an ordinary nature occurring in the two (2) year period preceding the subject incident, or infractions of a more serious nature, DWI, OSHA violations, equipment damage, accidents chargeable against the County caused by the employee's negligence, etc., occurring in the three (3) year period preceding the subject incident.

D) The Employer may suspend or discharge an employee if necessary in its discretion, subject to grievance and arbitration as follows:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (Notice given in writing)
4. Discharge

In order to avoid discharge, the Employer may, in its discretion, demote the employee in Job Specification with loss of commensurate salary and seniority, and/or transfer the employee to a different work location with loss of seniority.

Depending upon the severity of the offense, the Employer may discharge or suspend an employee for a first offense without any prior reprimand.

E) Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure Step 3, including the arbitration step, if deemed necessary, except for discharge or suspension pursuant to Article V of the Civil Service Law of New York State, which law and procedure shall supersede the grievance procedure herein.

Step 4. Special Conferences

A) Special conferences for important matters will be arranged between the Local Union President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union. Arrangements for

such special conferences shall be made up in advance and an agenda of the matters to be taken

up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a time, place and date as mutually agreed upon by the Employer and Union representatives. The members of the Union shall not lose time or pay time spent in such special conferences. This meeting may be attended by a representative of the Union Local and/or a representative of the International. The time shall be chargeable against Article VI, Section 3.

B) The Union representatives may meet at a place designated by the Employer on the Employer's property immediately preceding a conference to confer with Union Local or International representatives.

C) Meetings for the sole purpose of discussion accident prevention, hazardous physical conditions or unsafe work methods may be held under the above provisions and procedures.

ARTICLE V

SENIORITY

Section 1. Seniority, Probationary Employees

A) New employees hired in the unit shall be considered as probationary employees for a term of not less than eight (8) nor more than twenty-six (26) weeks from the date of their employment. When an employee completes the probationary period, he shall be entered on the seniority lists of the unit.

B) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article II, Section 1 of this Agreement, except discharged and disciplined employees.

C) Seniority shall be within each classification on a county-wide basis, within the Solid Waste Management Department's jurisdiction, in accordance with the employee's last date of hire, regardless of classification.

D) The Employer agrees to notify Union of all new employees within 15 (fifteen) days of hire, together with job classifications, and whether their employment is on a permanent, provisional, seasonal or temporary basis.

Section 2. Seniority Lists

A) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

B) The seniority lists on the date of this Agreement will show the names, job titles, and date of hire of all employees in the unit entitled to seniority.

C) The Employer will keep the seniority lists up-to-date at all times and will provide the Local Union Secretary semi-annually with an up-to-date copy and will make available the seniority list at any time to the secretary of the Local Union, in the office of the Solid Waste Management Superintendent.

Section 3. Seniority, Loss of

An employee shall lose his seniority for the following reasons only:

1. He quits.
2. He is discharged and the discharge is not reversed through the grievance Procedure set forth in this Agreement.
3. He is absent for three (3) consecutive working days without notifying the employer. In addition, he could be subject to termination of employment, in the discretion of the Employer.
4. If he does not return to work when recalled from layoff as set forth in the recall procedure.
5. Late returns from sick leave and leaves of absence will be treated in the same manner as an absentee under Section 3 above.
6. He retires.
7. He is subjected to disciplinary action as provided in Article IV, Section 3(3) of this Agreement. No seniority shall accrue during the duration of a disciplinary transfer. Such loss of seniority shall be limited to the duration of the disciplinary transfer.

Section 4. Seniority of Stewards

Notwithstanding their position on the seniority list, Stewards shall, in the event of a lay-off of any type, be continued at work as long as there is a job in ~~their department~~ which they can perform, and shall be recalled to work in the event of a lay-off on the first open job in their department which they can perform.

Section 5. Promotion and Method of Filling Positions

A) The term promotion means the advancement of an employee to a higher paying position. Where there is an opportunity for promotion, or whenever a new job classification opening or a vacancy occurs, the position shall be posted on all Solid Waste Management Department bulletin boards for a period of five (5) working days stating the job title, pay rate, and necessary qualifications for the job.

B) The Employer will fill any promotion opening or new job classification or vacancy from among its present qualified employees before from the general public. Seniority and qualification of current bargaining unit members shall be considered in all instances, prior to any appointment made from the general public.

C) The position shall be filled by the Employer from among employees who have made such application and who the Employer determines to be qualified or more qualified from among them, as the case may be, as well as physically qualified. However, if the applications are equally qualified as to all skills required of the position, then the employee with the most seniority shall be appointed. In any event, the Employer shall have the sole discretion in filling job openings.

D) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of not more than ninety (90) working days. If the Employer determines in its sole opinion that the individual does not have the qualifications he was originally thought to have, or he represents a safety hazard to himself, or County equipment, or that he does not meet the requirements or responsibilities of the position to which he had been selected during the trial period, then such employee shall be restored to his former position. During the trial period, the employee shall have the right to notify the Employer that he desires to be reinstated to his former position.

E) Upon promotion, an employee shall be paid the rate of pay at the position during his trial period.

F) Upon promotion, the employee shall be paid at the higher grade and the employee's current step.

G) Employees demoted shall be paid at the lower pay grade and their current step. Employees demoted due to documented medical reasons will continue to be paid at their current grade and step.

Section 6. Temporary Transfers

A) If an employee is transferred temporarily to a position under the Employer not included in the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

B) Any employee assigned to fill any temporary assignment shall be paid the wage rate established for the job or the employee's own wage rate, whichever is higher, provided such assignment is in excess of two hours. Transportation to and from a work site shall not be considered a temporary assignment under this Article. Employees reassigned to another station after reporting to their assigned station, shall be paid the "IRS mileage rate" to and from their temporary assignment to their assigned station. No County vehicle will be provided.

Section 7. Lay off

A) If it becomes necessary for a lay-off, the following procedure will be mandatory. Probationary employees will be laid off first. Employees will be laid off according to seniority as defined in Article V, Paragraph C. Disposition of these cases will be proper matter for a special conference and if not resolved, it shall then be subject to the grievance procedure.

B) Employee to be laid off for an indefinite period of time will have at least ten (10) work days notice of lay off. The Local Union Secretary and/or President shall receive a list from the notices that are issued to the employees.

Section 8. Recall Procedure

A) When the working force is increased after a lay off, employees will be recalled according to seniority, as defined in Article V, Section 1, Paragraph C, provided they meet the requirements of the job. Notice of recall shall be sent to the Employee at his last known address by registered or certified mail. If an employee fails to report within five (5) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire one (1) year from the date of lay off.

Section 9. Consolidation or Elimination of Jobs

A) Employees displaced by the elimination of jobs through job consolidation, (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Department of Solid Waste Management, provided the employee is qualified for the position in the Employer's opinion.

B) An employee transferred as result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is transferred, pursuant and subject to Article V, Section 5D, herein.

Section 10. Union Integrity Protection

For the duration of this contract the County shall not increase positions of the labor force in any other bargaining units and assign the employees in those positions duties in the Department of Solid Waste. The purpose and intent of the parties as to this paragraph is to prevent an undermining of the integrity of the Teamsters representation, however benign the intent of the Employer.

Section 11. Contract Reopener

The parties agree that the Employer may, during the term of the collective bargaining agreement or thereafter, decide to establish a waste processing plant, transfer station or landfill. In such an event the parties agree to meet and negotiate with regard to the effect of such decision(s) on the bargaining unit.

ARTICLE VI

LEAVES

Section 1. Leave of Absence

Leaves of absence for reasonable periods as defined below will be granted without loss of seniority for:

1. Serving in any elected position in the Union: One (1) year.
2. Maternity Leave: Nine (9) months.
3. Illness Leave (physical or mental): One (1) year.
4. Prolonged illness in immediate family of spouse, children, step-children, or wards: One (1) year.
5. Upon return from a leave, the Employer will make its best effort to reinstate the employee in the same classification upon his or her return of duty.
6. Such leaves of absence shall granted on recommendation of the Superintendent of Solid Waste Management and upon approval by the County Administrator.

Section 2. Educational Leave

Employees shall be granted leave of absence for a period of up to two (2) years in order to attend school full time, provided that the attendance of such courses are of mutual benefit to the employee and the Employer, on recommendation of the Superintendent of Solid Waste Management and approved by the County Administrator.

Section 2.1 Tuition Refund

Full-time permanent of a certificate of successful completion and a voucher evidencing the cost of education credits as to the following criteria:

- A) Employee receives prior approval from department head.
- B) Education credits must be relative to improving employee's work skills in Employees position.
- C) Permanent status employees who completes one (1) year of service of entitled to six (6) credit hours per year.

Section 2.2 Tuition Denied

If the employee's application is denied, he/she shall receive a written statement of explanation for such denial.

Employee shall guarantee Employer continued employment at the rate of 1 (one) month for each credit hour or will return to the Employer the tuition reimbursement.

Section 3. Leave for Union Business

A) Members of the Union elected to attend a function of the Council and/or International Union, such as conventions or educational conferences shall be allowed time off without loss of time or pay to attend such conferences or conventions for the Local Union. No more than one (1) duly elected member of the Union shall be allowed such leave.

B) Such time off with pay shall be limited to four (4) days for each two (2) year period (Completed from January 1, 1990). Any additional time off will be allowed without pay upon approval of the Superintendent of Solid Waste Management.

C) No leave may be taken or approved unless prior notice is given to the Superintendent or his designee.

Section 4. Sick Leave

A) Any employee covered by this Agreement contracting or incurring any non-service connected sickness or disability which renders such employee physically unable to perform the duties of his employment, quarantined by health authorities, making a visit to a physician which cannot be scheduled during the employee's non-working hours, medical visits made as a result of sickness or injury, shall receive sick leave with pay at the rate of 4.615360 hours which shall be earned and/or accrued each bi-weekly pay period, pro-rata, to a full-time employee working forty (40) hours per week to be accumulated to a maximum of one hundred and sixty-five (165) days.

B) Upon separation from the Employer because of retirement or for any other reason other than discharge, or upon death of any employee, accumulated sick leave shall be paid as severance pay in accordance with the following provisions:

- Upon retirement or separation from the service of the Employer for any reason, an amount not to exceed one hundred five (105) days of accumulated sick leave credits shall be paid to the Employee, except that employees separated from the service of the Employer for reasons other than retirement or death shall not be eligible for such payment unless they have completed five (5) years of service or more.
- Upon the death of an employee, payment shall be made to his beneficiary or his estate, whichever may apply.

C) An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. Serious illness of husband, wife or child may warrant use of sick leave by employees after arrangements have been made with his immediate supervisor. If an employee is off three (3) days consecutively on sick leave, the Employer can request a doctor's excuse as to the nature of the illness. If an employee shows a pattern of absences immediately before or after a holiday, the Employer may request a doctor's excuse for the absence.

D) If an employee must be off, he or she shall call their supervisor two (2) hours before their shift starts.

Section 5. Personal Leave

A) All employees covered by this Agreement shall earn and/or accrue 1.538480 hours personal leave each bi-weekly pay period, pro-rata, for a full-time employee working forty (40) hours per week. In the granting of personal leave, the employee must give the department head or his foreman advance notice of such personal leave. Such personal leave shall be granted for valid reasons only.

B) Employees must give the department head and/or foreman at least forty-eight (48) hours advance notice for personal leave. If prior notice is not given, the employee shall be penalized one (1) day of vacation or as many days as were taken without notice.

C) Unused personal leave cannot exceed five (5) days or forty (40) hours.

D) Personal leave benefits shall not be paid as a termination benefit for any reason.

Section 6. Bereavement Leave

A) All employees covered by this Agreement shall be permitted five (5) days leave in the event of death in the immediate family, parents, brother, sister, child, spouse, grandparents, mother and father-in-law. All employees covered by this Agreement shall be permitted three (3) days leave in the event of death of grandchildren and spouses' grandparents. Employees shall be granted two (2) hours to attend service for past or current employees. (The Employer must be allowed to maintain the operation of all transfer stations.)

Section 7. Civic Duty

A) Any regular employee who loses time from his job because of his required service on jury duty or who is subpoenaed to appear before a court or other public body on any matter not related to their work, shall be paid by the Employer the difference between his job rate for eight (8) hours and the daily jury fee or any other enumeration he may receive, exclusive of mileage. Upon release from said duty the employee shall report back to his Supervisor immediately.

B) An employee required by the County to appear any court or hearing relative to their County employment or relative to another employee's job injury or disability shall cooperate dutifully and shall suffer no loss of time or pay.

Section 8. On the Job Injury

Each employee covered by this Agreement will be covered by the applicable Worker's Compensation Laws, and the Employer further agrees that any employee being eligible for worker's compensation income will receive in addition to his worker's compensation income an amount to be paid by the Employer sufficient to make up the difference between worker's compensation and his regular weekly income based on a regular work week, with such charge being made to sick leave or any other paid leave benefit the employee may have accrued.

ARTICLE VII

HOLIDAYS

Section 1. Holidays Recognized and Observed

A) Paid holidays shall be as follows:

New Year's Day	Veteran's Day
President's Day	Columbus Day
Memorial Day	Christmas Day
Independence Day	Thanksgiving Day
Labor Day	Day after Thanksgiving (to be used as additional floater)
M.L.King Day	
	Floating Holiday

and any other holidays declared by the County. The Transfer Stations will be closed at noon on Christmas Eve and at noon on New Year's Eve.

B) Employees will be paid their current rate based on their normal work day for said holidays.

C) If the Employer's facilities must be open on designated or observed holidays, the Employer has the option to require the employee to work that day at straight time and schedule the employee for another day off with pay in place of that holiday.

D) At the Employee's option, floating holidays may be carried over to April 15th of the following year.

E) If an observed holiday falls on a work day when an employee is not scheduled to work, that employee will receive an additional floating holiday for that day.

F) As per past practice, when the County Transfer Stations are closed on Easter Sunday, the employees will have the option of working a replacement day during the pay period or the use of benefit time to cover the day off.

ARTICLE VIII

VACATIONS

A) Vacation schedules shall be arranged in advance each year. In order for a vacation request to be considered based on seniority, it must be submitted by February 15th and action will be taken on those requests by March 1st. Vacation request submitted after February 15th will be considered in the order in which they are received. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, or the time of year when such vacation may be taken, then employees with the greatest seniority within a classification shall be given the choice of vacation period in the event of conflict over vacation periods. Employees shall be entitled to vacations each year as follows:

	<u>Hours Earned for 80 Regular Hours Worked Each Bi-Weekly Pay Period</u>
Date of employment to completion of sixty (60) months service	3.692320
Beginning of sixty-first (61) month of employment to the completion of one hundred and twenty (120) months of employment	4.615360
Beginning of one hundred twenty first (121) month of employment to completion of one hundred eighty (180) months of employment.	5.538480
Beginning of one hundred eighty first (181) month of employment to completion of employment.	7.692320

B) Vacation credits may be accumulated to a maximum of forty (40) days or three hundred and twenty (320) hours, by authority of the department head.

C) If a holiday falls within the vacation period, an additional day will be granted.

D) Accumulated vacation credits shall be paid to the employee upon his severance from service for any reason or upon his retirement, or upon his death, to his beneficiary or to his estate.

E) During the first year of employment and upon the completion of six (6) months of employment, an employee shall be entitled to the proportionate vacation allowance for each bi-weekly pay period of employment as per the schedule listed above.

F) Employees with accrued vacation time shall have the option to sell such time back to the Employer for monetary consideration on a "one-for-one" basis. The minimum time saleable back to the Employer shall be eight (8) hours. The maximum time shall be limited by the total time accrued. Employees wishing to exercise this option shall give notice in writing to the Employer by June 1st and December 1st of each year, and shall be paid by separate check by June 15th and December 15th.

ARTICLE IX

HOSPITALIZATION & MEDICAL COVERAGE

A) The County of Greene agrees to provide medical insurance for permanent full time employees and their eligible dependents for the term of this Agreement thru the NYS Teamsters Council Health and Hospital Fund in accordance with signed stipulations. All employees hired after January 1, 2008 will contribute ten (10%) per cent of the premium cost of the NYS Teamsters Council Health and Hospital Fund.

B) The County of Greene agrees to provide health insurance to retirees as per past practice. Retiring employees shall notify the Employer ninety (90) days prior to retiring to ensure there is no lapse in coverage. The County of Greene agrees to provide health insurance to employees hired prior to August 1, 2007 who retire as per past practice. Future employees who retire will receive the health insurance coverage authorized by the Legislature at the time of their retirement.

C) Employees shall be allowed four (4) hours of paid time for bladder cancer testing annually. Employees shall be allowed four (4) hours of paid time for prostate cancer testing annually.

An employee shall receive a sum equal to the difference between the employee's wages and the employee's Disability Insurance Benefits, upon the employee's option, provided such supplemented sum shall be deducted from the employee's accrued sick leave credits.

ARTICLE X

PENSIONS

The County of Greene shall continue to provide benefits of the State of New York Career Retirement Plan, Section 75-I of the Retirement and Social Security Law.

ARTICLE XI

WORKING HOURS & WORK WEEK

A) The normal work week for all employees of the Solid Waste Management Department and its respective jurisdictions shall be eight (8) hours per day and the basic work week shall be forty (40) hours. Work days may vary in areas and Transfer Stations.

B) All employees shall be scheduled to work on a work shift from 7:30 a.m. to 4:00 p.m., with one-half (½) hour for lunch. Lunch should be taken so as not to impede the public from its use of solid waste facilities.

C) The County retains the discretion to change working hours and the work week in order to meet its mission of delivering service to the public. Any changes in working conditions shall be made unilaterally by the County during the term of this contract by a two (2) week posting of any such changes.

D) An employee shall be paid from the time he arrives at his assigned work station and shall be paid in accordance with this agreement until relieved of his duties.

E) Employees who are called in to work outside their normal scheduled work hours will be compensated a minimum of three (3) hours pay.

ARTICLE XII

OVERTIME PAY

A) Employees working over forty (40) hours in one (1) week shall be compensated at time and one-half (1 ½) for those hours exceeding forty (40).

B) Employees working an evening shift or night shift as established herein or hereafter shall be paid a differential of fifty cents (\$.50) per hour.

ARTICLE XIII

OVERTIME

In the interest of public safety, each employee recognizes his/her responsibility to work a reasonable amount of overtime. If an employee must refuse emergency overtime assignment, the employees will have a valid reason or be subject to disciplinary action. For purposes of this Article, a systematic pattern of sick excuses shall be presumed to be an invalid reason.

ARTICLE XIV

TEMPORARY ASSIGNMENTS

A) A temporary assignment is defined as the filling of a job vacancy that may occur periodically in any job classification because of illness, vacation, or leave of absence.

B) Temporary job assignments shall be filled by the Employer by assignment or reassignment based on seniority and qualification.

C) Employees assigned to fill any temporary vacancy shall be paid the wage rate established for the job or their own wage rate, whichever is higher, provided such assignment is in excess of two (2) hours. Transportation to and from a work site shall not be considered a temporary assignment under this Article. Mileage shall be paid in accordance with Article 5, Section 6B.

D) An employee assigned to fill any temporary vacancy shall not exceed six (6) months in that position. The employee agrees that the language herein shall not be used as a subterfuge to prevent promotion within the bargaining unit.

ARTICLE XV

DISABLED VEHICLES

An employee, who is in a vehicle that becomes disabled while on the road, shall remain within close proximity of the vehicle. The employee shall be responsible for informing the County of the vehicle's location and type of disability by using the truck's radio, the nearest telephone within reason or by communication through another employee. An employee may leave a disabled vehicle, as well secured as possible, if conditions are such that the employee would suffer undue physical discomfort if he/she remained with the vehicle.

ARTICLE XVI

PROTECTIVE DEVICES

The Employer shall provide necessary helmets and goggles to properly protect the employees from injury. The employee shall be responsible for his issued safety and protective devices and if damaged or lost through personal negligence, shall repay the County for its loss.

ARTICLE XVII

TEMPORARY, SEASONAL & PART-TIME EMPLOYEES

Section 1. Temporary Employees

A) Temporary employees are those employees hired on an other than permanent basis when necessary to fill in the labor force and shall be hired for a period not to exceed two (2) months. If their employment exceeds two (2) months, then they shall automatically become either permanent full time or part time employees, as their work schedule defines them.

B) Temporary employees shall not be entitled to receive any fringe benefits or seniority and shall not replace permanent members of the unit, and shall not be members of the bargaining unit.

Section 2. Seasonal Employees

A) Seasonal employment shall be defined as employees required to assist in county-sponsored programs and facilities, whose tenure is for a specific period of time and season, but not to exceed three (3) months in any one calendar year. These employees shall be discharged upon the completion of the seasonal program, and during their terms of employment shall receive no fringe benefits, acquire no seniority and replace no permanent employee.

- B) Seasonal employees shall not be members of the bargaining unit.

Section 3. Part-time Employees

- A) A part-time employee shall be defined as an employee who works three (3) days or less in any work week and twenty-one (21) hours or less in any work week.
- B) Part-time employees shall be members of the bargaining unit.
- C) Part-time employees shall receive no fringe benefits.

ARTICLE XVIII

WORK RULES

- A) All changes in existing safety work rules or new work rules concerning safety shall be effective immediately by posting on building bulletin boards or by personal notice to the employees by the Employer. All other work rules shall be effective at the beginning of the third (3rd) work day following the posting.
- B) Employees shall comply with all work rules in existence which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.
- C) Any unresolved complaint as to the reasonableness of any work rule, or any complaint involving discrimination in the application of any work rules shall be resolved through the grievance procedure.

ARTICLE XIX

UNION DUES

Section 1. Payroll Deduction of Union Dues

Payroll deduction of Union dues shall be established upon written authorization from the employee. Such authorization shall be signed by the employee, upon the payroll authorization cards supplied by the Union and all such authorization cards shall be filed with the Superintendent of the Solid Waste Management Department. The effective date of such payroll period of Union dues shall take effect in the second payroll of each month. Payroll deduction of Union dues shall be remitted by the County Treasurer to the Teamsters official as designated in writing, on a month-to-month basis.

Section 2. Save Harmless Clause

The County shall in no event be the insurer of any such deductions paid to the Union or its representatives and shall in no way be liable to the Union, the members of the Union or anyone else in the event that such monies are unable to be accounted for.

ARTICLE XX

PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

ARTICLE XXI

ACCESS TO PREMISES

The Employer agrees to permit representatives of the Teamsters Union to enter the premises at any reasonable time, upon giving prior notice to Employer, for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not unduly interfere with the performance of duties assigned to employees. The Employer has the right to be present during said discussions.

ARTICLE XXII

NO STRIKE CLAUSE

The teamsters, its Local and International, affirms that it does not assert the right to strike against the Employer and agrees not to assist or participate in such strike, nor shall it engage, cause, instigate, encourage or condone any strike, job action or job slowdown, and will exert its best efforts to prevent and terminate any such action which might occur.

ARTICLE XXIII

SAVING CLAUSE

In the event that any of the provisions of this Agreement are proven to be invalid by a court of competent jurisdiction, all other provisions of this Agreement shall not be affected and shall remain in full force. However, both parties agree to immediately renegotiate the provision which was considered invalid by the court of competent jurisdiction.

ARTICLE XXIV

MANAGEMENT RIGHTS

It is agreed that the Employer retains the right to direct employees, to hire, promote, transfer, discipline subject to law and terms and conditions of this Agreement; to maintain the efficiency of operations entrusted to him; to determine the methods, means and personnel by which said operations are to be conducted, and to take whatever action is necessary including unilateral changes in work rules, work schedules, work week and work hours, to subcontract work, to utilize other County employees, whether included in this bargaining unit or not, to utilize temporary, seasonal and part-time employees at any time in any capacity, to carry out the mission of the department, without any interference from the Union, its Local or International, or any of its members, provided that such rights shall not be in violation of any other sections of this Agreement.

ARTICLE XXV

EMERGENCY DAYS

In County declared emergencies, employees required to work beyond such declaration shall receive compensatory time off for such time worked on the employee's scheduled shift.

ARTICLE XXVI

VOLUNTEER EMERGENCY SERVICES

The parties agree the employee shall suffer no loss of pay for participation in volunteer emergency services when their services are required. It is understood that no employee shall leave his work station unattended and without permission. Such permission shall not be unreasonably denied. Employees shall notify the County in accordance with Article XI, Section 4.D when such participation is prior to scheduled work day.

ARTICLE XXVII

CDL LICENSE

The County agrees to pay all "CDL" licensing fees for bargaining unit members.

ARTICLE XXVIII

MODIFIED WORK PROGRAM

The parties agree those employees on disability shall be afforded the opportunity to perform available light duty work at the appropriate wage scale within the job classification offered as modified work, in accordance with Doctor's statement.

ARTICLE XXIX

UNIFORMS, SHOES & TOOL ALLOWANCE

Section 1. Shoes

The County agrees to reimburse up to one hundred fifty dollars (\$150.00) annually for work shoes for all bargaining unit members.

Section 2. Uniforms

The County will provide uniforms for all bargaining unit members and coveralls for drivers.

Section 3. Tools

The County agrees to reimburse mechanics five hundred (\$500.00) dollars annually for tools allowance upon submission of proper receipts.

Section 4. Coats

The County agrees to provide a suitable winter jacket (Carhart-style) yearly.

Section 5. Dress Code

Employees are required to wear their uniforms when performing their work duties.

ARTICLE XXX

DISCONTINUANCE OF OPERATIONS

The parties agree that in the event the County closes, transfers, leases or sells Greene County Solid Waste Management in whole or in part, that any and all affected employees shall be afforded employment within the County, at a minimum of their current wage.

ARTICLE XXXI

WAGES & CLASSIFICATIONS

Section 1. Wages

Wage scales negotiated for this contract period shall be as shown in Appendix "A" attached hereto. The salary increase effective January 1, 2007 will be 4%. The salary increase effective January 1, 2008 will be 3.75%. The salary increase effective January 1, 2009 will be 3.75%.

Section 2. Rates for New Jobs

When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer or his representative will notify the Union prior to establishing the rate structure. In the event that the Union does not agree with the rate structure, it shall be imposed unilaterally by the Employer.

Section 3. Job Classification

The job classification and their descriptions which are covered by this Agreement are hereby made part of this Agreement and are shown in Appendix "B" attached hereto.

ARTICLE XXXII

CONSOLIDATION

Section 1. The parties hereby agree and acknowledge that the Department of Solid Waste Management is a Department of the County of Greene, and that in the negotiations which led to this Agreement, each party had the right and opportunity to make proposals with respect to any and all terms and conditions of employment. The resulting agreements reached by the parties are fully and completely set forth in this Agreement. Any and all prior agreements, rules practices, policies or regulations regarding terms and conditions of employment,

whether express or implied, to the extent that they are inconsistent with this Agreement, are superseded. Any and all rights, privileges and benefits which have heretofore given and accrued and/or enjoyed by one, or some, or all the employees if not explicitly* set forth in this Agreement are forever remised, released and discharged, and any and all rights or claims for such have been satisfactorily adjusted and compromised in consideration of the entire explicit terms set forth in this Agreement.

*

Emphasis added.

Section 2. In the settlement of any grievance or dispute between the parties as to any right, privilege, benefit or term or condition of employment alleged to have been enjoyed by any employee, no arbitrator or public or private body, judicial or quasi-judicial, shall look beyond this Agreement for any precedent, nor decide any dispute on evidence or testimony inconsistent with this Article.

ARTICLE XXXIII

TERMINATION AND MODIFICATION

This Agreement shall be effective as of January 1, 2007 and shall remain in full force and effect until the 31st day of December, 2009. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth below.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 7th day of Nov, 2007.

For the Teamsters:

John Bergin

Ken ...

Ralph J. Wood

For the County of Greene:

Charles J. Brewer

RO Van De Kerkhof

APPENDIX A - WAGE SCALES

Teamsters

Hourly rates from January 2007 - December 2009

2007

effective January 1, 2007

Grade	Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Landfill Attendant/Laborer Transfer Station Operator Motor Equipment Operator HMECA Heavy Equipment Repairman and Crew Leader	1	15,911.0	16,137.1	16,363.2	16,589.3	16,815.4	17,041.5	17,267.6	17,493.7	17,719.8	17,945.9	18,172.0	18,398.1	18,624.2	18,850.3	19,076.4	19,302.5	19,528.6	19,754.7	19,980.8	20,206.9	20,433.0
	2	17,559.0	17,785.1	18,011.2	18,237.3	18,463.4	18,689.5	18,915.6	19,141.7	19,367.8	19,593.9	19,820.0	20,046.1	20,272.2	20,498.3	20,724.4	20,950.5	21,176.6	21,402.7	21,628.8	21,854.9	22,081.0
	3	18,159.7	18,385.8	18,611.9	18,838.0	19,064.1	19,290.2	19,516.3	19,742.4	19,968.5	20,194.6	20,420.7	20,646.8	20,872.9	21,098.0	21,324.1	21,550.2	21,776.3	22,002.4	22,228.5	22,454.6	22,680.7
	4	18,754.2	18,980.3	19,206.4	19,432.5	19,658.6	19,884.7	20,110.8	20,336.9	20,563.0	20,789.1	21,015.2	21,241.3	21,467.4	21,693.5	21,919.6	22,145.7	22,371.8	22,597.9	22,824.0	23,050.1	23,276.2
	5	19,787.2	20,013.3	20,239.4	20,465.5	20,691.6	20,917.7	21,143.8	21,369.9	21,596.0	21,822.1	22,048.2	22,274.3	22,500.4	22,726.5	22,952.6	23,178.7	23,404.8	23,630.9	23,857.0	24,083.1	24,309.2

2008

effective January 1, 2008

Grade	Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Landfill Attendant/Laborer Transfer Station Operator Motor Equipment Operator HMECA Heavy Equipment Repairman and Crew Leader	1	18,507.6	18,733.7	18,959.8	19,185.9	19,412.0	19,638.1	19,864.2	20,090.3	20,316.4	20,542.5	20,768.6	20,994.7	21,220.8	21,446.9	21,673.0	21,899.1	22,125.2	22,351.3	22,577.4	22,803.5	23,029.6
	2	18,217.5	18,443.6	18,669.7	18,895.8	19,121.9	19,348.0	19,574.1	19,800.2	20,026.3	20,252.4	20,478.5	20,704.6	20,930.7	21,156.8	21,382.9	21,609.0	21,835.1	22,061.2	22,287.3	22,513.4	22,739.5
	3	18,837.8	19,063.9	19,289.0	19,515.1	19,741.2	19,967.3	20,193.4	20,419.5	20,645.6	20,871.7	21,097.8	21,323.9	21,550.0	21,776.1	22,002.2	22,228.3	22,454.4	22,680.5	22,906.6	23,132.7	23,358.8
	4	19,457.5	19,683.6	19,909.7	20,135.8	20,361.9	20,588.0	20,814.1	21,040.2	21,266.3	21,492.4	21,718.5	21,944.6	22,170.7	22,396.8	22,622.9	22,849.0	23,075.1	23,301.2	23,527.3	23,753.4	23,979.5
	5	20,529.3	20,755.4	20,981.5	21,207.6	21,433.7	21,659.8	21,885.9	22,112.0	22,338.1	22,564.2	22,790.3	23,016.4	23,242.5	23,468.6	23,694.7	23,920.8	24,146.9	24,373.0	24,599.1	24,825.2	25,051.3

2009

effective January 1, 2009

Grade	Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Landfill Attendant/Laborer Transfer Station Operator Motor Equipment Operator HMECA Heavy Equipment Repairman and Crew Leader	1	17,126.7	17,352.8	17,578.9	17,805.0	18,031.1	18,257.2	18,483.3	18,709.4	18,935.5	19,161.6	19,387.7	19,613.8	19,839.9	20,066.0	20,292.1	20,518.2	20,744.3	20,970.4	21,196.5	21,422.6	21,648.7
	2	18,900.7	19,126.8	19,352.9	19,579.0	19,805.1	20,031.2	20,257.3	20,483.4	20,709.5	20,935.6	21,161.7	21,387.8	21,613.9	21,840.0	22,066.1	22,292.2	22,518.3	22,744.4	22,970.5	23,196.6	23,422.7
	3	19,544.0	19,770.1	20,000.2	20,230.3	20,460.4	20,690.5	20,920.6	21,150.7	21,380.8	21,610.9	21,841.0	22,071.1	22,301.2	22,531.3	22,761.4	22,991.5	23,221.6	23,451.7	23,681.8	23,911.9	24,142.0
	4	20,187.2	20,413.3	20,639.4	20,865.5	21,091.6	21,317.7	21,543.8	21,769.9	21,996.0	22,222.1	22,448.2	22,674.3	22,900.4	23,126.5	23,352.6	23,578.7	23,804.8	24,030.9	24,257.0	24,483.1	24,709.2
	5	21,289.1	21,515.2	21,741.3	21,967.4	22,193.5	22,419.6	22,645.7	22,871.8	23,097.9	23,324.0	23,550.1	23,776.2	24,002.3	24,228.4	24,454.5	24,680.6	24,906.7	25,132.8	25,358.9	25,585.0	25,811.1

Longevity Stipend
After Fifteen (15) years of continuous service, the bargaining unit member is eligible to receive an annual longevity stipend of Five Hundred dollars (\$500).
After Twenty (20) years of continuous service, the bargaining unit member is eligible to receive an annual longevity stipend of One Thousand Dollars (\$1,000).

APPENDIX "B"

JOB SPECIFICATIONS

- LANDFILL ATTENDANT/LABORER - Must be able to function without immediate supervision. Performs a variety of unskilled manual tasks, requiring sustained medium to heavy physical effort, generally involving exposure to all kinds of weather conditions. Shall pick up, sort and work recyclables and operate various equipment such as balers, loaders, forklifts, compactors, trucks, etc. Responsible for cleaning up any and all solid waste facilities as directed. Shall maintain simple records and prepare reports as required and shall substitute as Transfer Station Operator as required. A valid New York State Drivers License shall be required.
- TRANSFER STATION OPERATOR - Shall operate compactor, loader, forklift, trucks and all equipment as required. Directs transfer station users to the proper area for depositing solid waste materials, records truck weights loaded and unloaded, and computes the weight of trash dropped for the purposes of billing station users. The duties also include cleaning and checking the condition of and otherwise maintaining all sections of the facilities, lubricating equipment, making minor adjustments and repairs and assisting with repairs. Shall maintain simple records and prepare reports as necessary, and shall also perform the duties of Landfill Attendant/Laborer as required. A valid New York State CDL Class B License shall be required.
- MOTOR EQUIPMENT OPERATOR - Required to have a valid New York State CDL class B license and shall be skilled in the operation of tandem or tri axle trucks with a GVW in excess of 18,000 lbs., fork lifts, loaders, compactors, various small trucks and all other equipment used by the department. Shall assist when needed with servicing, maintenance, and repairs of equipment. Shall also load and unload various solid waste materials and haul such materials as directed, and assume the duties of Transfer Station Operator as necessary. Shall maintain simple records and reports as required.
- HEAVY MOTOR EQUIPMENT OPERATOR A - Required to have a valid New York State CDL Class A License and shall be skilled in the operation of tractor-trailers, forklifts, loaders, compactors, various trucks and all other equipment used by the Department. Shall also maintain and service all equipment and assist with repairs. Shall also load and unload various solid waste materials, haul solid waste to landfills and markets, assist or assume the duties of the Transfer Station Operator as required, and maintain simple records and prepare reports as necessary.
- CREW LEADER - Shall make assignments of employees and equipment routes, oversee work activities and standards, make reassignments. Instruct and direct employees in regard to care and maintenance of equipment and work methods. Oversees and assists in evaluation of County recycling program. Shall maintain employees time records. Supervises employees. Shall maintain records, compile collection data and make reports. Shall make necessary reports related to work events including complaints and Health Codes. Shall operate compactor, loader, forklift, baler skidsteer, various trucks and all equipment as required. Shall perform a variety of related duties as necessary. A valid New York State CDL Class B License with tank and hazardous materials and air brakes endorsements is required.

- **HEAVY EQUIPMENT REPAIRMAN** - Shall perform technical work in the repair and maintenance of municipally owned equipment. This is skilled work involving responsibility for efficient and workmanlike performance of a variety of automotive and heavy equipment repair and machinist tasks requiring a thorough knowledge of the trade. General instructions are received regarding what tasks to perform permitting some leeway for planning the details of each assignment. Supervision may occasionally be exercised over the work of other employees. Must have a thorough knowledge of standard automotive and heavy construction equipment repair methods and of the terminology and tools of the trade; demonstrates ability to make the difficult repairs to automotive and heavy construction equipment and other mechanical equipment including transfer station compactors; some knowledge of the machinist trade; ability to work from plans and specifications and to follow rough sketches and oral instructions; ability to lay out work for self and others; good motor and hand and eye coordination; manual dexterity; good physical condition. A valid New York State CDL License acceptable for all equipment. **ACCEPTABLE EXPERIENCE AND TRAINING:** Graduation from a standard high school and five years of experience as a journeyman automotive mechanic including heavy equipment repair; OR Five years experience in management of a repair shop and employees; OR Any equivalent combination of experience and training sufficient to indicate ability to perform the work. **Additional requirement:** Must have own tools to perform duties of this position.

APPENDIX "C"

ALCOHOL AND DRUG REHABILITATION

For the inpatient alcohol detoxification benefit, payment will be made for up to seven (7) days active treatment in any calendar year. For the drug detoxification benefit, payment will be made up to seven (7) days for single drug detox and fourteen (14) days for polydrug detox in any calendar year. The maximum number of days permitted for rehabilitation will be no more than thirty (30) days in any calendar year.

The maximum inpatient amount paid will be twenty five thousand dollars (\$25,000.)
Per treatment per year - - two per lifetime.

In addition, the out patient alcohol/drug benefit is eighty percent (80%) up to forty dollars (\$40.) Per visit, not more than twenty five hundred dollars (\$2,500.) Per calendar year and five thousand dollars (\$5,000.) Lifetime maximum.