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ONEIDA-HERKIMER SOLID WASTE MANAGEMENT Authority and
UPSEU (O-H SOLID WASTE MANAGEMENT Authority)

2002 — 2005

COLLECTIVE BARGAINING AGREEMENT

RECEIVED

APR 09 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

63

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ARTICLES OF AGREEMENT

Made this 1st day of January, 2002, by and between the Oneida-Herkimer Solid Waste Management Authority, (herein after called the "Authority") and United Public Service Employees Union UPSEU, (herein after called "UPSEU") acting as representative for and on behalf of bargaining unit employees of the Oneida-Herkimer Solid Waste Management Authority.

ARTICLE I

APPLICABLE LAW

In the event any of the provisions of this Agreement shall be in conflict with any state or federal statute, such state or federal statute shall govern, but the remainder of the Agreement shall not be affected thereby.

ARTICLE II

RECOGNITION

The Authority recognizes UPSEU as the sole and exclusive bargaining agency for all employees as listed in Exhibit A attached hereto.

ARTICLE III

PURPOSE

It is the intent and purpose of the parties hereto by this Agreement to promote and improve human and economic relationships between the Authority and its employees as represented by UPSEU and to set forth herein the basic Agreement covering rates of pay, hours of work, adjustment of grievances, and conditions of employment to be observed between the parties hereto.

ARTICLE IV

MANAGEMENT RIGHTS

The employer retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations; including the sole right to discipline, suspend and discharge employees for cause, to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the

starting and quitting time and the number of hours to be worked, and the right to establish rules pertaining to the operation of its business.

The above rights of the employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the employer.

Any and all the rights, powers and authority the employer had prior to entering this Agreement are retained by the employer, except as expressly and specifically abridged, granted, or modified by this Agreement.

ARTICLE V

UNION SECURITY

- Section 1. Membership in UPSEU shall be voluntary, but since both parties to this Agreement recognize that a strong and active Union with full membership participation is desirable to the collective bargaining process, the Authority agrees that there shall be no discrimination, interference, restraint or coercion by the Authority or any of its agents or employees against any employee because of their membership in UPSEU.
- Section 2. UPSEU shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act, and under any other applicable rule, regulation or statute, under the terms and conditions of the Agreement, to designate its representative and to appear on their behalf to effect such representation; to direct, manage and govern its own affairs, to determine those objectives free from any interference, restraint, coercion or discrimination by the Authority.
- Section 3. The above rights of UPSEU are not all inclusive, but indicate the type of matters or rights which are inherent to or belonging to it as a bargaining agent.
- Section 4. If formal disciplinary proceedings under Section 75 of the Civil Service Law are anticipated against an employee in the unit, the Authority will contact UPSEU and the facts and circumstances involved will be reviewed. This provision shall not apply to any employee who has allegedly violated the Penal Law of the State of New York.
- Section 5. UPSEU shall have the right to post notices of official business, appropriate state laws, non-political notices or communications on bulletin boards maintained on the premises by the Authority. Such notices will be in good taste and not be derogatory and must be approved by Authority management before posting. Such approval shall not be unreasonably withheld and any disapproval shall be discussed with UPSEU.

- Section 6. UPSEU shall have the right to confer with employees on the job for purposes of administering, adjusting or interpreting the terms of this Agreement provided prior notification and approval has been granted by the appropriate Authority management designee. Such approval shall not be unreasonably withheld.
- Section 7. The Authority agrees that it will permit and pay one representative of UPSEU who is a regular Authority employee, time while on the job to resolve grievances and time to meet with Authority representatives to resolve and/or discuss differences of opinion regarding the interpretation of the terms of this Agreement. Prior approval of this activity will be obtained from the appropriate Authority management designee, if the representative must leave the assigned facility.
- Section 8. The Authority will permit negotiators for UPSEU who are regular Authority employees, time off while on the job to attend labor contract negotiation meetings between the Authority and UPSEU.
- Section 9. The Authority agrees to provide UPSEU a list of Authority bargaining unit employees upon request.

ARTICLE VI

DUES DEDUCTIONS

- Section 1. The Authority shall deduct from the wages of the employees and remit regular membership dues for all employees as indicated in EXHIBIT A who have signed the appropriate authorization permitting such deduction. The Authority agrees to authorize deductions and remittance of such monies exclusively for UPSEU as the recognized bargaining agent for the employees in EXHIBIT A.
- Section 2. The Authority agrees to deduct from the wages of all employees within EXHIBIT A and who are not members of UPSEU, an agency shop fee in the amount of the dues levied by UPSEU. Such sum shall be remitted to UPSEU.
- Section 3. Deductions and membership dues and agency shop fees shall be made uniformly and consistently on each pay day of the month. Said funds shall be remitted to the United Public Service Employees Union UPSEU, 424 Rosevale Avenue, Lake Ronkonkoma, New York 11779.
- Section 4. The Authority shall not be liable by reasons of the requirements of this Agreement for remittance or payment for any sum other than that constituting actual deductions made from wages earned by employees.
- Section 5. UPSEU hereby agrees to indemnify the Authority and hold harmless the Authority regarding any claims and suits pertaining to any deductions as set forth in Sections 1 and 2 above.

ARTICLE VII

STRIKES

Pursuant to Section 210, Subdivision (1) of the Taylor Law, UPSEU hereby affirms that it does not assert the right to strike against the Authority, to assist or participate in any such strike, or to impose an obligation on its membership to conduct, assist or participate in any such strike.

ARTICLE VIII

SALARY

Section 1. All employees covered by this Agreement, as indicated in EXHIBIT A, will receive increases as indicated in EXHIBIT A.

Section 2. All new employees shall be subject to a six -month probationary period.

Section 3. New employees will be hired at 80% of base pay. After the completion of one year, the employee's rate will be increased to 90% of base pay. After completion of two year's employment, the employee's rate will be 100% of base pay.

Section 4. Employees may be eligible for a lump sum bonus as follows:

(A) A base bonus amount of \$600 will be paid to all bargaining unit employees on the first payday in December for each of the years of this Agreement subject to the conditions (C & D) noted below:

(B) An employee who retains unused sick days (USD) for the current year, as documented in the year-to-date totals effective December 31, and as provided in Article XIII Section 1, shall be paid an additional premium bonus on the following basis:

USD x \$50 (subject to (C) and (D) below).

(C) Only permanent, full-time employees who have been continuously employed from January 1 through the last full pay period in November will be eligible for the bonus payment.

(D) If an employee has taken a leave of absence, the lump sum bonus will be prorated accordingly.

Section 5. Longevity. Each employee shall be paid a total longevity payment in accordance with the following:

(A) After completion of 7 years of service \$ 150.00

(B) After completion of 10 years of service \$ 500.00

(C) After completion of 15 years of service \$1,000.00

(D) Payment will be made during the first full pay period following the employee's anniversary date.

Section 6. Mileage. Employees who are authorized to use their own vehicle for Authority business will be paid the rate allowed by the U.S. IRS upon the submission of appropriate vouchers.

Section 7. Shift Differential

The first shift shall be defined as the consecutive eight (8) hour period commencing at any time between 6:00 AM and 9:00 AM.

Any employees who start at a time other than 6:00 AM to 9:00 AM shall be paid a premium of \$.50 per hour in shift differential for the hours worked outside the first shift.

Section 8. An employee called back to work at a time other than his regular shift shall be paid a minimum of three (3) hours of pay at a rate of time and one half.

Section 9. An employee who is required to work in a position other than his/her permanent assigned position for a period which exceeds one day, then that employee shall receive compensation at the rate for the temporarily assigned position.

ARTICLE IX HOURS OF WORK AND WORK WEEK

The regularly established work week shall include any hours between 12 midnight Sunday to 12 midnight the following Sunday.

The regularly scheduled work week shall be Monday through Friday.

The Authority may change the hours of work and work week and such changes will not be made indiscriminately. The Authority agrees to provide as much advance notification as is practical of any shift or work schedule changes. The Authority will endeavor to minimize such work changes.

An 80-hour pay period will be in effect for all employees covered by this Agreement.

ARTICLE X OVERTIME PAY

Section 1: Employees will be paid time and one-half for all hours over eight hours in one day and over eighty hours in any one pay period. Only one premium rate will be paid for any overtime hours worked.

Each employee shall have the option of receiving overtime pay either in cash or as compensatory time off, but in either instance such compensation will be calculated at one and one half (1 1/2) hours pay or time off for each hour of overtime worked. Paid time off will be considered as work time in the case of vacation, sick leave, personal leave and compensatory time. An

employee may accumulate no more than 40 hours compensatory time. Time off shall be taken at a time mutually agreeable to the employer and the employee.

Section 2. The Authority will endeavor to divide overtime work equally among the employees immediately qualified to do the available work. A listing of overtime hours worked will be furnished upon request to UPSEU.

ARTICLE XI

RETIREMENT

The Authority agrees that the one-fiftieth (1/50th) non-contributory retirement plan, retroactive to 1938, shall be in effect for all eligible employees (Tier I and Tier II), effective April 1, 1985. This plan is known as 75-g. Tier III and Tier IV plan for all others. All plans have article 41-J which allows the use of 165 sick days toward years of service upon retirement.

The Authority and the Union agree to meet and discuss a framework for a retirement benefit linked to employees' unused sick time bank (at the date of retirement). The parties will endeavor to develop a separate proposal for the consideration of the Authority Board of Directors and the Union.

ARTICLE XII

RETIREMENT SYSTEM ADDRESS

It is agreed that any specific questions regarding membership in the New York State Retirement System shall be directed to the headquarters of the System, 110 State Street, Albany, New York 12244.

ARTICLE XIII

LEAVE OF ABSENCE WITH PAY

Section 1. Sick Leave. Each employee shall earn eight (8) days sick leave for the year accruing from January through August.

It is understood that sick leave shall be used for personal illness only and will not be abused.

It is understood that if an employee repeatedly takes sick leave before or after holidays, vacations, personal leave days, or pay days the Authority may require the employee to justify the sick leave by submitting medical certification.

Within the number of total annual sick days provided, two (2) days of sick time per year may be used for family illness.

Section 2. Vacation Schedule. It is agreed that the following vacation schedule shall continue in effect by the Authority, for the life of this contract.

Less than one year's but
more than six months service..... (5) Five Days

After one years' service..... (10) Ten Days

After five years' service.....(15) Fifteen Days

After ten years' service.....(16) Sixteen Days

After eleven years' service.....(17) Seventeen Days

After twelve years' service.....(18) Eighteen Days

After thirteen years' service.....(19) Nineteen Days

After fourteen years' service.....(20) Twenty Days

New employees hired after 1/1/94 will have 5 days vacation after one year and 10 days vacation after two years. Thereafter, they conform to the above schedule.

A week shall be defined as five (5) working days. The employee shall have the right to carry a maximum of ten (10) days vacation time from one year into the next year. Vacation to be taken at a time mutually agreeable to employer and employee. If an employee has over 10 days at the end of the year, then the Authority will pay for all days over 10, however, no payment shall exceed a total of 10 days.

Section 3. Holidays. The following paid holiday schedule will be in effect:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

Employees may utilize the Day after Thanksgiving and Good Friday on a floating basis, subject to the prior notice and approval procedure specified in Section 2 above.

When the holiday falls on a Sunday, the Monday following shall be observed as the holiday. When the holiday falls on a Saturday, eligible employees will receive an extra day's pay.

To be eligible for a paid holiday, the employee must:

- (A) Have completed the probationary period (6 months) as of the date of the holiday and;
- (B) Have worked the day before and the day after as scheduled to do

so, unless on vacation.

- (C) All hours worked on Thanksgiving, Christmas and New Year's Day shall be paid at the rate of time and one-half (1 ½ x).

Section 4. Personal Leave - Each employee who has completed the probationary period shall be allowed up to four (4) working days' leave per year, pro-rated the first year, non-cumulative without any restrictions, upon prior approval of the department head, and that approval shall not be unreasonably withheld. For purposes of this section, an employee shall apply for personal leave at least one (1) working day in advance whenever practicable. Any unused personal leave as of December 31st each year will be added to the employee's accrued sick leave which will not exceed the maximum of 180 working days.

Section 5. Bereavement Time. Leaves of absence with pay may be granted by the Executive Director for a period not to exceed three working days, because of death in the employee's immediate family. Immediate family is defined as including spouse, parent, grandparent, spouse's parent and/or grandparent, child, brother, sister, legal guardian and foster parent.

ARTICLE XIV

DISABILITY INSURANCE

The Authority agrees to provide New York State Disability Insurance, the cost of which will be shared equally by employer and employee.

ARTICLE XV

JOB SECURITY

Section 1. The Authority agrees that any qualified employee shall have the full protection of Section 75 and Section 76 of the Civil Service Law.

Section 2. There shall be a one (1) day time limit for presenting the appellant's case and a one (1) day time limit for presenting the appeal case in proceedings held pursuant to Sections 75 and 76 of the Civil Service Law. Specific authorization by the hearing officer would be required in order to exceed these definitive time limits due to the costliness of these proceedings.

Section 3. Employees eligible for protection under Section 75 and Section 76 of the New York State Civil Service Law shall have the option of waiving their rights to same and proceeding through the Arbitration Procedure as outlined in this contract.

This waiver must be in writing to the Executive Director within five (5) days and employees will exercise this option and no other option, otherwise, one or the other—not both.

Section 4. Seniority.

- (A) Employees will acquire seniority upon the completion of a probationary period of six (6) months. Seniority will then accrue from the initial date of employment.
- (B) Loss of Seniority. An employee shall lose his seniority and right to be on a seniority list if:
 - 1. The employee quits.
 - 2. The employee is discharged.
 - 3. The employee is absent for three (3) consecutive working days while regularly employed without notifying the Authority.
 - 4. The employee fails to return to work within five (5) working days of recall from lay-off or following any authorized absence.
 - 5. The employee is transferred to a position not covered by this Agreement for a period of three (3) months.
- (C) Authority seniority is defined as the length of continuous service in the bargaining unit of the Authority's operations.

An employee's effective seniority date is as recorded on their personnel record which is available upon request.
- (D) An employee permanently displaced from his job may exercise his seniority in the following manner.
 - 1. He may be assigned to an open job.
 - 2. He may be assigned to a job held by a junior employee provided he has the ability to satisfactorily perform the job.
 - 3. He may displace the employee with the least Authority seniority, provided he has the ability to satisfactorily perform the job.
- (E) Where the ability of two or more employees is considered by the Authority to be equal, seniority shall be the deciding factor.
- (F) An employee's ability as used in this section means an employee's immediate capability to perform the job satisfactorily. In determining an employee's capability, the Authority will consider the requirements of the job, the employee's past performance on the jobs he has performed, his dependability, physical fitness and skill.
- (G) Seniority rules shall not apply in cases of temporary lay-off. Lay-off

is considered temporary if the known duration is seven (7) working days or less.

- (H) Employees shall be given at least five (5) working days' notice of any permanent lay-off and employees shall be recalled in reverse order of the lay-off provided the employee to be recalled has the ability to do the available work.

Section 5. Posting

The Authority agrees to post on the Authority facilities' bulletin boards, openings for any permanent positions.

The Executive Director will meet with a representative of UPSEU to review any departmental promotions that were not awarded to the most senior eligible employee, if such meeting is requested within five (5) working days of the assignment.

ARTICLE XVI

UNIFORMS

Section 1. The Authority shall provide up to \$170 per year toward the purchase of suitable workplace clothing for 2002. For 2003 this amount shall increase to \$180. For 2004 this amount shall increase to \$190. For 2005 this amount shall increase to \$200. Suitable workplace clothing shall be defined by a separate memorandum to be developed jointly by the Authority and UPSEU.

Section 2. The Authority will maintain a service which provides adequate uniforms and cleaning service for the following employees: [By mutual consent between the Authority and UPSEU, additional titles may be added to this Section].

[]

1. Vehicle Mechanic
2. Maintenance Mechanic
3. Maintenance Mechanic Welder
4. Western Transfer Station Employees

Section 3. The Authority shall provide up to \$90 per year toward the purchase of safety shoes for employees on jobs requiring their use.

Section 4. Payment for workplace clothing and safety shoes as set forth in Sections 1 and 3 above shall be on a reimbursement basis and shall be conditional upon compliance with approved guidelines, also as set forth above.

ARTICLE XVII

DRESS CODE

Appropriate dress for all employees of all departments of the Authority shall be worn on

all normal working days. Appropriate dress includes the wearing of hard hats, safety glasses, ear protection, and safety shoes as their jobs require.

ARTICLE XVIII

HEALTH INSURANCE

Section 1. The Authority shall continue to make available to bargaining unit members and their eligible dependents the Oneida County group health and hospitalization benefits substantially equivalent to or better than those which existed under the prior traditional health benefit program subject, however, to the following changes which will be implemented as soon as practical following ratification of this Agreement by both parties:

- (A) The prescription drug plan benefit under the traditional health plan shall be modified to a \$5/generic and \$10/brand name system; and
- (B) The annual cash deductible under the traditional health plan will be \$100 per person and \$300 per covered family; and
- (C) The individual major medical benefit under the traditional health plan will be \$100,000 annual maximum/\$1,000,000 lifetime maximum; and
- (D) The traditional health plan will also be modified to add specified benefits, subject to annual maximum amounts, for preventative care services such as well baby care, preventative and primary care services for covered dependent children, preventative care for adults, mammography screening, cervical cancer screening, pap tests, pelvic exams and routine prostate cancer screening. These benefits are not subject to the deductibles set forth in paragraph (B) above.

Section 2. The Authority shall also offer each employee and his/her eligible dependents the option of participating in a health maintenance organization (HMO) in lieu of participation in the County's traditional health and prescription drug plan. The HMO's will be HMO Blue and Mohawk Valley Physician's (MVP) with \$5/generic and \$10/brand name prescription drug plans.

Section 3. The Authority shall pay one-hundred percent (100%) of the gross premium cost of health benefits for unit employees hired prior to January 1, 1984, and eighty percent (80%) of the gross premium cost of health benefits for unit employees hired on or after January 1, 1984, according to coverage category (individual, family or individual and minor dependents), based on either the cost of the traditional plan, or the cost of an HMO, ~~Dependent on the type of plan (traditional or HMO) selected by the employee.~~

Section 4. The employee contribution rate for the health insurance premium for

current employees shall be 20%. For new employees, the contribution rate for the new employee's first full year and second full year of employment shall be 30% and 25% respectively; following the new employees second full year of employment, the contribution rate shall be 20%.

- Section 5. For the duration of this contract, the Authority guarantees all active employees the level of basic hospitalization/optical coverage as previously provided. The Authority will provide these guaranteed hospitalization coverage by policy or self-insurance of any combination thereof.
- Section 6. The Authority shall also contribute up to \$20 per month per covered employee for the County's dental program offering individual and dependent coverage. The employee shall bear the remaining cost of said dental benefits.
- Section 7. The Authority will pay in a single payment on the first payday of December of each year of the contract period, a lump-sum payment to any active employee who would qualify for coverage under the Health Insurance Plan, providing that the employee does not join or terminate coverage for the prior eleven (11) consecutive months. The payment schedule will reflect the type of coverage which the employee has opted to waive. The payment is made only once a year and there is no additional payment if you are not covered by the plan for more than eleven consecutive months.

<u>Effective 1/01/02</u>		
Individual	-	\$ 500
Two-Person	-	\$1,000
Family	-	\$1,200

If any employee who has opted out of the Health Insurance Program wishes to reenter, he/she may do so during open enrollment periods, January and July, of each year.

ARTICLE XIX EDUCATIONAL ASSISTANCE PROGRAM

The following educational assistance or tuition refund program is available to all bargaining unit employees who have completed one year's service with the Authority.

Any college in the State University of New York (SUNY) system or Utica College of Syracuse University will be considered approved educational agencies for the purposes of this program.

Approved courses will be only those courses directly related to an employee's job.

- Section 1. The Authority agrees to pay up to a maximum of one hundred thirty-five dollars (\$135) for a three (3) credit hour course, or forty-five dollars (\$45) per credit hour, but in no event more than one hundred thirty-five dollars

(\$135) per semester, per applicant.

The Authority will pay for no more than four (4), three (3) credit hour courses during each semester, or a total of twelve (12) credit hours each semester.

If employee sign-up exceeds the maximum credit hours allowed by this Agreement, approvals will be granted in accordance with the date of the request with the earliest given first preference.

The Authority agrees to pay the cost of tuition only.

Employees must have the approval of the department head regarding the job-related status of the course to be taken.

All courses must be taken outside scheduled work hours and on the employee's own time.

Section 2. The Authority agrees to pay half the cost for employees earning their GED, if it is not possible for them to go to B.O.C.E.S. The employee must receive prior approval from the Director of Operations.

Tuition repayment will be paid directly to the employee upon presentation of proof of successful completion of the course and a paid receipt from the college or school.

ARTICLE XX

GRIEVANCE AND ARBITRATION

If any difference should arise between the Authority and UPSEU or an employee as to the meaning or application of the terms of this Agreement, an earnest effort will be made to settle such differences in the following manner.

1. **Definitions.** As used herein, the following terms shall have the following meanings:

(a) "Employee" shall mean any person directly employed and compensated by the Authority who is represented by UPSEU.

(b) "Grievance" shall mean any claimed violation, misinterpretation or equitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the Authority or a department thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, supervision of employees or rate of compensation (meaning basic salary, longevity, overtime, call-out, shift differential, and out of title pay) provided, however, that such term shall not include any matter involving retirement benefits or any other matter which is otherwise reviewable pursuant to law or rule or regulation having the full force and effect of law.

(c) "Department" shall mean any office, or department of the Authority.

(d) "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his/her time record and evaluates his/her work performance.

(e) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Article.

Initial Presentation. (a) An employee who claims to have a grievance shall present the grievance to the immediate supervisor, orally, within five (5) days after knowledge of the grievance occurs.

(b) The immediate supervisor shall discuss the grievance with the employee, shall make such investigation as is appropriate.

(c) The supervisor shall answer the grievance within three (3) days of receiving the grievance from the employee.

Second Stage. (a) If an employee presenting a grievance is not satisfied with the decision made by the immediate supervisor, the employee may, within five (5) days thereafter, request a review and determination of the grievance by the department head. Such request shall be in writing and shall contain a statement setting forth the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the department head and the immediate supervisor to whom the grievance was originally presented.

Thereupon, and within two (2) days after receiving such request, the immediate supervisor shall submit to the department head a written statement of information concerning the specific nature of the grievance and the facts relating to it.

(b) The department head, or the department head nominee, may, and at the request of the employee shall, hold a hearing, within five (5) days after receiving the written request and statement from the employee. The employee and the employee representative, if any, may appear at the hearing and present oral and written statements or arguments.

(c) Within five (5) days after the close of the hearing, or within eight (8) days of the submission of the grievance, if there is no hearing, the department head, or nominee, shall communicate the response in writing to the grievant, and to the employee's representative, if any.

Appellate Stage. (a) If the grievance is not resolved in the second stage above, either the Authority or UPSEU may refer the matter to the American Arbitration Association for appointment of an arbitrator in accordance with its rules. The party desiring arbitration shall give written notice to the American Arbitration Association with a copy to the other party no later than ten (10) working days from the Director's reply.

(b) The arbitrator shall have no authority to add to, subtract from, or in any way modify the

terms of this Agreement provided, however, that in the event a dispute arises as to the issues to be determined in the arbitration, said arbitrator is hereby empowered not only to resolve the dispute, but to determine the issues to be decided. The arbitrator's decision shall be final and binding upon all parties and may be confirmed, enforced, or vacated under any applicable New York State Law.

(c) Written briefs may be submitted by either party to the Arbitration. Any retroactivity in pay or benefits where required shall be limited to 30 days prior to the filing of a grievance.

(d) All fees and expenses of the arbitrator shall be paid by the losing party. Each party to the arbitration is responsible for the expenses of presenting and defending its own case.

ARTICLE XXI

LETTERS OF REPRIMAND

1. An employee who receives a letter of reprimand must be given the opportunity to initial said letter before it is placed in the personnel file. The employee may appeal said letter by written, signed response. This response shall be placed on the employee's official personnel file along with the original letter of reprimand and shall be a part of that file for two years from the date of the original letter of reprimand whereupon both the letter of reprimand and the response shall be removed. A copy of the letter goes to UPSEU.
2. After presentation of a letter of reprimand to an employee, whether initialed or not by the employee, the department head shall send a copy of said letter to the employee's last known home address, and a copy to UPSEU.

ARTICLE XXII

REVIEW OF REALLOCATION AND RECLASSIFICATION

- Section 1. The Authority agrees to review reallocation and reclassification of titles within the defined unit. A committee shall be appointed by the Executive Director to which UPSEU may bring its request for reallocation and reclassification and the said committee shall review and present its recommendations to the Executive Director within thirty (30) days after receipt of same from UPSEU.
- Section 2. UPSEU will be granted time to address the above committee regarding any reclassification or reallocation of positions, to answer any questions, and to substantiate the determination for the reclassification or reallocation of position or positions in questions.
- Section 3. The Reallocation and Reclassification Committee will be composed of three (3) members; two (2) members from the Authority management and one (1) member from the bargaining unit. A UPSEU member will be designated by the Executive Director from a list of three (3) candidates proposed by UPSEU. The Executive Director will give serious consideration to any recommendation made by this committee.

ARTICLE XXIII

DRUG-FREE WORKPLACE POLICY

The purpose of this policy is to secure for Authority employees a safe, drug-free working environment and to insure compliance with the Federal Drug-Free Workplace Act of 1988, P.L. 100-690.

Every employee should be aware of this policy and is expected to abide by same as a condition of employment.

- Section 1. The Authority prohibits the unlawful use, possession, manufacture, dispensing or distribution of controlled substances in all Authority workplaces. An Authority workplace is defined as any place where an Authority employee is performing his or her employment duties.
- Section 2. The Authority has designated the Authority Secretary as the contact and can be reached at 733-1224 in case an employee seeks help.
- Section 3. Employees are required to notify their department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- Section 4. As required by the Federal Drug-Free Workplace Act of 1988, the Authority will, within ten calendar days of knowing of an employee's criminal drug statute conviction for a violation occurring in the workplace, notify granting agencies as required by the Act.
- Section 5. Within thirty calendar days of knowing of an employee's criminal drug statute conviction for a violation occurring in the workplace, the Authority will take appropriate personnel action against the employee, up to and including termination, and/or require the employee to participate satisfactorily in a drug abuse rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency. Each case shall be considered and evaluated on individual merits in relation to the specific facts of the situation.

ARTICLE XXIV

MISCELLANEOUS

- Section 1. Emergency Closing. When there is an emergency closing of Authority facilities called by the Executive Director due to weather condition, employees not released who are covered by this contract shall receive equal time off at some time in the future mutually agreed to by the department head and employee.
- Section 2. Copies of Contract. The Authority agrees to supply UPSEU with copies of the contract for distribution.
- Section 3. Bulletin Boards. The Authority will continue to provide small bulletin boards

for Union use.

- Section 4. Jury Duty. Any Authority officer or employee who is required to serve as a juror or to appear in court as a witness or to attend court pursuant to subpoena or other order of the court, shall be granted a leave of absence with pay provided that any fees, excluding mileage allowances, received as a juror, shall be paid to the Authority in a daily amount not to exceed the daily rate of compensation paid as juror's fees. Any regular daytime Authority officer or employee who is excused from juror or witness duties prior to 1:00 p.m., must return to work for the remainder of the work day.
- Section 5. Health and Safety. The Authority and UPSEU shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. A committee will be appointed to periodically review health and safety factors. The committee will be composed of one representative of the Authority and one representative each from the Western Transfer Station, Eastern Transfer Station, Recycling Center and Green Waste Compost Facility. This committee may make advisory recommendations to the Executive Director who retains the final decision-making power.

ARTICLE XXV

GENERAL CONSIDERATIONS

- Section 1. No article or section in this Agreement shall be in violation of Civil Service Law, the rules and regulations of the New York State Department of Civil Service, or the Judicial Conference of the State of New York, or any other law, local, state or federal.
- Section 2. Established work breaks will be continued during the term of this Agreement.
- Section 3. In the event that any article or section of this Agreement will be determined by a Court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any of the other provisions. It is further agreed that the parties to this contract will meet within (30) days to negotiate negated clauses.
- Section 4. Neither party to this Agreement shall make or attempt to make any alteration, modification, change or variation in any of the items expressly and specifically covered by this Agreement without written mutual consent.
- Section 5. Each employee has the right to examine their personnel file upon application in writing to the Comptroller.

ARTICLE XXVI

LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to promote its implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXVII

DURATION

This contract is for a term of four (4) years commencing January 1, 2002 and continues in full force and effect until December 31, 2005 or until a new contract is negotiated. Furthermore, the parties thereto agree that either party may, on or after July 1, 2005 serve notice in writing upon the other party of its desire to begin negotiations for a successor Agreement. In such event the parties and/or their representatives shall commence negotiations.

EXHIBIT A

Title	2001	2002	2003	2004	2005
Baler Operator	\$26,179	Eliminate			
Electrical Technician	\$34,065	\$35,172	\$36,403	\$37,768	\$39,185
HMEO	\$24,509	\$25,306	\$26,191	\$27,173	\$28,192
Landfill Operator	\$24,509	\$25,306	\$26,191	\$27,173	\$28,192
Maintenance Mechanic	\$32,081	\$33,124	\$34,283	\$35,569	\$36,902
Maintenance Mechanic Welder	\$30,128	\$31,484	\$32,586	\$33,808	\$35,075
Scale Operator	\$21,136	\$22,265	** \$23,044	\$23,908	\$24,805
Senior Scale Operator	\$22,618	\$23,813	** \$24,647	\$25,571	\$26,530
Sorter hired before 1/1/02	\$21,136	\$21,823	\$22,587	\$23,434	\$24,312
Junior Sorter hired after 1/1/02	N/A	\$14,560	*** \$15,070	\$15,635	\$16,221
Supervisor	\$30,128	\$31,484	\$32,586	\$33,808	\$35,075
SWM Inspector/(Codes)	\$26,179	\$27,030	\$27,976	\$29,025	\$30,113
SWM Laborer	\$20,607	\$20,607	\$21,328	\$22,128	\$22,958
SWM Worker 1	\$21,722	\$23,699	\$24,529	\$25,449	\$26,403
SWM Worker 2	\$21,722	\$22,699	\$23,494	\$24,375	\$25,289
Vehicle Mechanic	\$30,128	\$31,107	\$32,196	\$33,403	\$34,656
Vehicle Operator	\$24,509	\$25,306	\$26,191	\$27,173	\$28,192

** Increase due to elimination of clothing allowance

*** Not Subject to Article VIII, Section 3

In witness whereof the parties set their hands and seals in Agreement on the date first set forth above.

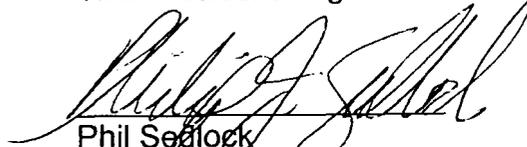
**Oneida-Herkimer Solid Waste
Management Authority**



Hans G. Arnold
Executive Director

**United Public Service
Employees Union UPSEU**



Gary M. Hickey
Vice President/Regional Director

Phil Sealock
Business Representative

Dane Taylor

Steve Brockett

Melissa Kinne

Kenneth E. Ryan

**JANUARY 2004
REVISED
EXHIBIT A
(For Remainder of Current Agreement)**

TITLE	2004	2005
ELECTRICAL TECHNICIAN	\$37,768	\$39,185
HMEO	\$27,173	\$28,192
LANDFILL OPERATOR	\$27,173	\$28,192
MAINTENANCE MECHANIC	\$35,569	\$36,902
MAINTENANCE MECHANIC WELDER	\$33,808	\$35,075
SCALE OPERATOR	\$23,908	\$24,805
SENIOR SCALE OPERATOR	\$25,571	\$26,530
SORTER (Hired Before 1/1/02)	\$23,434	\$24,312
JUNIOR SORTER*** (Hired After 1/1/02)	\$15,635	\$16,221
SUPERVISOR	\$33,808	\$35,075
SWM INSPECTOR (CODES)	\$29,025	\$30,113
SWM LABORER	\$22,128	\$22,958
SWM WORKER II	\$25,449	\$26,403
SWM WORKER I	\$24,375	\$25,289
SWM OPERATIONS ASSISTANT***	\$24,142	\$25,047
VEHICLE MECHANIC	\$33,403	\$34,656
VEHICLE OPERATOR	\$27,173	\$28,192

*** Not Subject to Article VIII, Section 3

**ONEIDA-HERKIMER SOLID WASTE
MANAGEMENT AUTHORITY**



**Hans G. Arnold
Executive Director**

**UNITED PUBLIC SERVICE
EMPLOYEES UNION UPSEU**



**Gary M. Hickey
Vice President/Regional Director**

