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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WASHINGTON COUNTY DEPARTMENT OF PUBLIC WORKS

SOLID WASTE DIVISION

AND

TEAMSTERS LOCAL 294

January 03, 2012 - December 31, 2014
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This Collective Bargaining Agreement is made on the 2nd day of January, 2012, by and between WASHINGTON COUNTY, DEPARTMENT OF PUBLIC WORKS, DIVISION OF SOLID WASTE (hereinafter the “Employer”) and TEAMSTERS LOCAL 294, I.B.T., with offices at 890 Third Street, Albany, New York (hereinafter the “Union”).

ARTICLE I – RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all full time and regular part time (scheduled to work over 20 hours per week) employees in the positions of HEO, MEO, and LABORER in the Solid Waste Division of the County, excluding the employees in the positions of Waste Station Supervisor, Waste Station Attendant, Recycling Coordinator, Senior Account Clerk, part time employees scheduled to work 20 hours or less per week, temporary and seasonal employees, clerical employees, and all other employees.

ARTICLE II - UNION SECURITY

1. Check-Off of Dues: The Employer agrees to deduct from all bargaining unit employees from whom written authorizations are received by the Employer, dues of the Union, and agrees to remit same to the Union by the end of the month following the month for which such deductions are made. The Employer agrees to deduct an agency fee from those bargaining unit employees who do not sign written authorizations for dues deducted, and remit same to the Union by the end of the month following the month for which the agency fee is deducted.

2. Stewards: The Employer recognizes the right of the Union to designate one steward and one alternate steward from the bargaining unit. The authority of said stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

   (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

   (b) The transmission to the Employer of messages and information which shall originate with, and are authorized by the Union or its officers, provided such message and information:

      (i) Has been reduced to writing, or

      (ii) If not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.
(c) No steward shall perform Union business during the time when the steward is assigned to a regularly scheduled bargaining unit job.

(d) The Union shall notify the Employer, in writing, of the employees designated by the Union as job steward and alternate steward.

**ARTICLE III – MANAGEMENT RIGHTS**

Subject to the specific limitations of this Agreement, the Union recognizes that the Employer retains the exclusive right to determine its means, methods, purposes, objectives and policies by which its operations are to be carried on and to conduct its operations in an effective manner, including but not limited to, hiring, firing, evaluating, training, retention, scheduling, discipline, promotion, assignment and transfer of its employees; determining the number, type and duties of personnel required; directing, deploying and utilizing its work force, and taking whatever actions are necessary to maintain the efficiency of the Solid Waste Division activity and to carry out the function and operation of the Solid Waste Division. In the event the Employer modifies any term or condition of employment not referenced in this Agreement, the Employer and the Union agree to conduct impact negotiations over such modification if requested by the Union.

**ARTICLE IV - GENERAL CONDITIONS OF EMPLOYMENT INCLUDING SENIORITY, LAYOFF, RECALL**

1. **Seniority:** Seniority shall prevail in that the Employer recognizes the general principal that senior employees shall have preferences of employment in accordance with the provisions of this Agreement and applicable law.

Employees will be allowed to bid job positions within the Solid Waste Division on a County-wide basis.

Employees shall be placed on the seniority list after thirty (30) days of employment as of the first date of hire. Seniority shall accrue within the employee’s job classification and be determined in accordance with length of employment with the Solid Waste Division.

Employees who transfer into the Solid Waste Division from other County departments will be allowed to retain their accumulated benefits. However, such employees shall be considered new hires for seniority purposes.

Employees cannot be bumped out of their job by another employee of a different classification. (A Driver or HEO cannot bump a Laborer out of his job and force him to be sent to a different location.)
2. **Loss of Seniority**: Seniority shall be broken only by:

1. Lawful discharge, or
2. Voluntary quit.
3. Failure to report to work when scheduled for at least two consecutive work days without notifying the Employer, unless there are extenuating circumstances.

3. **Layoff and Recall**:

1. When it becomes necessary to reduce the working force, the last employee on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified.

2. In the event of a recall, the laid-off employee shall be given notice of recall by regular, registered or certified mail, sent to the address last given the Employer by the employee, or personal delivery. Within three (3) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by registered or certified mail of their intent to return to work and must actually report for work within seven (7) calendar days after date of tender of delivery of their call notice, unless it is mutually agreed that the employee need not return to work within the seven (7) calendar day period. In the event the employee fails to comply with the above provisions, the employee shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

3. Employees who willfully fail to return to work within two scheduled workdays following a leave of absence, unless there are extenuating circumstances, will lose all prior seniority and shall be considered as a voluntary quit.

**ARTICLE V - PROHIBITION OF STRIKES**

The Union, its offices and any of its members covered hereunder shall not in any way, directly or indirectly, authorize cause, assist, encourage, participate in, ratify, or condone any strike, shutdown, slowdown, cessation of work, or other interference with or interruption of work against the Employer. Any such violation of the foregoing shall subject the Union, its officers, representatives and members to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.
ARTICLE VI - GRIEVANCE PROCEDURE

Grievance procedure shall be in accordance with the policy agreed upon between the Employer and the Union, a copy of which is attached hereto, and made a part hereof, as Schedule "A".

ARTICLE VII - SEPARATION FROM EMPLOYMENT

1. Upon discharge or resignation of an employee, the Employer shall pay all money due the employee by the second pay day following such separation from employment. Accrued benefits as have been established hereunder shall be included in such payments.

2. Upon separation from employment, the employee shall return to employee's immediate supervisor all County property in the employee's possession or assigned to the employee in substantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof before receiving his last pay.

ARTICLE VIII - EQUIPMENT

1. **Reports**: Employees shall immediately, or at the end of their shifts, report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by a competent mechanic and the defect repaired, or declared not to exist by a competent mechanic.

2. **Vehicle and Traffic Law Violations**: The Employer agrees to reimburse the employee for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee, provided the employee was not responsible for such defect. Each driver shall be required to inspect their vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeur's Manual. The Employer shall not be liable for any fine imposed for defective equipment in the event the employee does not make such inspection.

ARTICLE IX - UNIFORMS

1. Protective clothing required by Federal or New York State Law will be furnished by the Employer to all applicable employees.
2. The Employer shall provide uniforms (11 shirts, 11 pants, gloves for both winter and summer, winter coat or coveralls to be replaced as necessary) for all employees and pay the cost of cleaning the uniforms. Employees shall wear the uniforms provided by the Employer and all protective clothing or gear prescribed by Federal or New York State Law.

**ARTICLE X - PAY PERIOD**

1. All employees covered hereunder shall be paid in full biweekly by voluntary direct deposit or picked up by the employee during non-work time at the DPW office. Any pay not picked up on the day it is available shall be mailed to the employee.

2. Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

3. The Employer shall continue the current pay system. In the event the Employer changes the current pay system, the Union and the employee will be notified and the Union and the Employer will negotiate the impact of the decision to change the pay system.

**ARTICLE XI - JOB DUTIES AND CLASSIFICATIONS**

1. An employee in one job classification may be used in another job classification or division if qualified.
ARTICLE XII - VACATIONS

1. Full-time employees shall receive paid vacation as follows:

<table>
<thead>
<tr>
<th>Service Time</th>
<th>Hired Prior to 1/1/12</th>
<th>Hired on or after 1/1/12</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vacation Time Earned</td>
<td>35 hr Emp.</td>
</tr>
<tr>
<td>6 months</td>
<td>5 days</td>
<td>35 hrs</td>
</tr>
<tr>
<td>1-3 yrs</td>
<td>10 days</td>
<td>70 hrs</td>
</tr>
<tr>
<td>4-5 yrs</td>
<td>15 days</td>
<td>105 hrs</td>
</tr>
<tr>
<td>6 yrs</td>
<td>16 days</td>
<td>112 hrs</td>
</tr>
<tr>
<td>7 yrs</td>
<td>17 days</td>
<td>119 hrs</td>
</tr>
<tr>
<td>8 yrs</td>
<td>18 days</td>
<td>126 hrs</td>
</tr>
<tr>
<td>9 yrs</td>
<td>19 days</td>
<td>133 hrs</td>
</tr>
<tr>
<td>10 yrs</td>
<td>20 days</td>
<td>140 hrs</td>
</tr>
<tr>
<td>11 yrs</td>
<td>21 days</td>
<td>147 hrs</td>
</tr>
<tr>
<td>12 yrs</td>
<td>22 days</td>
<td>154 hrs</td>
</tr>
<tr>
<td>13 yrs</td>
<td>23 days</td>
<td>161 hrs</td>
</tr>
<tr>
<td>14 yrs</td>
<td>24 days</td>
<td>168 hrs</td>
</tr>
<tr>
<td>15-24 yrs</td>
<td>25 days</td>
<td>175 hrs</td>
</tr>
<tr>
<td>25 yrs*</td>
<td>30 days</td>
<td>210 hrs</td>
</tr>
<tr>
<td>26-29 yrs</td>
<td>25 days</td>
<td>175 hrs</td>
</tr>
<tr>
<td>30 yrs*</td>
<td>30 days</td>
<td>210 hrs</td>
</tr>
<tr>
<td>31-34 yrs</td>
<td>25 days</td>
<td>175 hrs</td>
</tr>
<tr>
<td>35 yrs*</td>
<td>30 days</td>
<td>210 hrs</td>
</tr>
<tr>
<td>36-39 yrs</td>
<td>25 days</td>
<td>175 hrs</td>
</tr>
<tr>
<td>40 yrs*</td>
<td>30 days</td>
<td>210 hrs</td>
</tr>
</tbody>
</table>

Vacation request will be answered within fourteen (14) calendar days or less in writing.

2. Vacation leave shall not be carried over to the following year. Vacation leave shall be granted when, in the opinion of the appointing authority, it shall be convenient to the conduct of departmental business. Vacation will be charged to the employees accruals in not less than increments of one (1/4) hour.

3. Employees who are separated from the service and who have earned, but unused vacation leave to their credit at the time of separation shall be paid the salary equivalent to the earned, but unused vacation leave.

4. Anything in this plan to the contrary notwithstanding, no employee shall be entitled to
vacation time until employee has worked at least 6 months from his/her date of hire.

ARTICLE XIII - HOLIDAYS

1. All full time employees shall be entitled to the following holidays, irrespective of the day of the week in which they fall:

   - New Year's Day
   - Martin Luther King's Birthday
   - Veteran's Day
   - Thanksgiving Day
   - President’s Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Columbus Day
   - Christmas Eve Day (or alternative day scheduled by the County)
   - Christmas Day
   - Floating Holiday

   If the holiday falls on the employee's day off, the employee shall be entitled to a compensating day to be scheduled by the Employer.

Effective January 1, 2012, new hires will not receive the floating holiday.

ARTICLE XIV - SICK LEAVE

After completing three full months of employment, all full time employees covered hereunder shall be entitled to eight (8) hours of sick leave per month for a 40 hour per week employee and seven (7) hours of sick leave per month for a 35 hour per week employee. In addition, for employees hired before 1/1/12, for the months of January and July, if the employee worked the full month prior, an additional eight (8) hours of sick time for a 40 hour per week employee and an additional seven (7) hours of sick leave for a 35 hour per week employee will be granted. Sick leave may be accumulated to a maximum of 1600 hours for 40 hour employees and 1400 hours for 35 hour employees. An employee’s absence with pay is chargeable to sick leave when such absence is incurred on account of the illness or other disability of the employee or a member of the employee's immediate family residing in the household of the employee at the time of the illness. Sick leave will be charged to the employee's accruals in 1/4 hour increments. Effective January 1, 2012, new hires will not be eligible for the additional sick leave in January and July.

A doctor's certificate by a duly licenses physician of physical fitness may be required after absence of five (5) days per month or more due to personal illness or illness of relative. The employee or a member of employee's family shall notify employee's immediate Supervisor at least one (1) hour prior to starting time. In addition, no employee shall be paid for an authorized holiday if employee takes a sick day either the day before said holiday or the day after unless otherwise scheduled to be off for said holiday.

A doctor's certificate will be required when an employee takes two (2) consecutive Mondays
or two (2) consecutive Fridays (Thursday when working 4 - ten hour days) of paid sick leave within a thirty (30) day calendar period.

If an employee requests sick leave after reporting to work and receiving a work assignment, a doctor’s certificate may be required. This procedure is not to be abused and is subject to the Grievance Procedure.

A Doctor’s certificate shall mean medical certification by a duly licenses physician.

**ARTICLE XV - PERSONAL LEAVE**

All full time employees after completing three (3) full months of employment shall be entitled to twenty-four (24) hours personal leave annually for a 40 hr per week employee and (21) hours for a 35 hr per week employee, with pay, to be granted upon request to the Superintendent of the Department of Public Works. Each employee will endeavor to make said request upon reasonable notice, and in any case, upon at least twenty-four (24) hours in advance, if possible. Personal leave will be charged to the employee’s accruals in ¼ hour increments. Effective January 1, 2012, new hires shall earn personal leave after the date of eligibility at the rate of eight (8) hours, for a 40 hour employee or seven (7) hours for a 35 hour employee after every four (4) months of employment.

An employee who desires to take personal leave the day before or the day after a vacation or a holiday, must receive approval prior to taking said personal leave or the employee will forfeit the paid vacation or holiday, exception being, in case of an emergency situation where it is not possible for the employee to receive permission on time, the employee taking said personal leave has the burden of providing proof to employee’s Supervisor or forfeit said paid vacation or paid holiday. As a general rule, employees will not be allowed to take a personal day before or after a vacation or a holiday in order to extend the period of time away from the job. Personal leave must be used before the employee’s next anniversary date.

**ARTICLE XVI - BEREAVEMENT LEAVE**

All employees shall be entitled to 5 consecutive days absence from employment with pay, commencing with date of death, not chargeable to sick leave, for death in the family as follows:

<table>
<thead>
<tr>
<th>Bereavement Pay</th>
<th>Relatives</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Straight Time Rates)</td>
<td>Spouse, Child, Stepchild, Parent</td>
</tr>
<tr>
<td><strong>Five days</strong></td>
<td>Brother, Sister, Stepparent, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, Grandparent, Grandchild</td>
</tr>
<tr>
<td><strong>Three days</strong></td>
<td></td>
</tr>
</tbody>
</table>

8
Bereavement days shall be computed on a seven (7) hr day for 35 hr per week employees and eight (8) hr day for 40 hr per week employees and (10) hr day for employees working a four day 10 hour per day week.

"Consecutive days absence from employment with pay, commencing with the date of death ..." shall be interpreted to mean the employee's next scheduled work days, including counting the day of death e.g. if Friday is the day of death and the employee is scheduled to work Monday through Friday, then the three consecutive days shall be calculated as Friday, Monday, Tuesday. The five consecutive days would be Friday, Monday, Tuesday, Wednesday and Thursday.

The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

ARTICLE XVII – INSURANCE

A. Health Insurance

After three full months of employment, full time employees shall be eligible to participate in the health insurance plan provided by the Employer. The employees shall contribute 12% of the premium for individual coverage and 20% of the premium for 2 person or family coverage. Effective June 1, 2013, the employees will contribute 14% of the premium for individual coverage, and effective June 1, 2014, the employees will contribute 15% of the premium for individual coverage. The employee’s contribution shall be by payroll deduction.

B. Disability Insurance

The County agrees to pay 100% of premiums for disability insurance, except the employee shall pay the statutory $.60 per week ($1.20 per pay period). The employee must report any disability. Coverage may not be used until the employee has exhausted employee's accumulated sick leave credits.

ARTICLE XVIII - WORK DAY AND WORK WEEK

The workweek for Heavy Equipment Operators and Drivers shall be 10 hours per day Monday, Tuesday, Wednesday and Friday. Laborers will work 10 hours per day Tuesday, Wednesday, Friday and Saturday. Any time authorized by the Employer and worked by the employee in excess of 40 hours per week will be paid at time and one half.
ARTICLE XIX - WAGES

Wages shall continue to be paid at the current rates through December 31, 2012. Full time employees who are on the County payroll on January 4, 2012, will receive a one-time $500 payment as compensation on January 12, 2012. Full time employees who are out on an approved leave of absence on January 4, 2012, will receive the one-time $500 payment as compensation, when the employee returns to full time employment with the County. The one-time $500 payment will not be added to the salary schedule. Effective January 1, 2013, the employees' base hourly rates only will be increased by 1.5% and effective January 1, 2014, the employees’ base hourly rates only will be increased by 2.0%.

ARTICLE XX - WORKER'S COMPENSATION PAYMENT

Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Worker's Compensation payments shall be compensated in the following manner: Any payment received as Worker’s Compensation Benefits for absence for which the employee also receives full sick leave pay will be returned to the County as long as the employee receives full salary. The employee shall be entitled to retain any Worker's Compensation benefits for any period for which sick leave pay is not paid or payable.

ARTICLE XXI – SEVERANCE CLAUSE

In the event the County decides to privatize or discontinue the current Solid Waste Operation, the following will apply:

1. The County will offer employment to employees displaced by the change in the Solid Waste Operation if a vacancy currently exists in the County for which the employee is qualified.

2. Any earned, but unused vacation time will be paid to the employee upon the start of the employee becoming unemployed. In the event the employee does not become unemployed by the County and is hired directly into another County position, the employee will be allowed to take any earned, but unused time to the new position.

3. An employee’s time with solid waste will follow the employee to the new position with the County for the calculation of fringe benefits.
ARTICLE XXII - DURATION CLAUSE

The term of this Agreement shall be from the date it is signed through December 31, 2014. This Agreement shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the Agreement by at least October 31 each year.

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

The parties have signed this Agreement as of the day and year stated herein.

DATE: January 03/2012

WASHINGTON COUNTY
Department of Public Works,
Solid Waste Division
383 Broadway, Fort Edward, NY

BY: John A. Eympse
TITLE: Chair Bd of Supervisors

TEAMSTERS LOCAL 294
890 Third Street, Albany, NY

BY: John Bulger

BY: Thad Decker

BY: ________________

BY: ________________

#315679
BASIC PRINCIPLES

1. It is the intent of the procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.

3. Any employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel as hereinafter provided.

4. It shall be the responsibility of the Employer and the Union to take such steps as may be necessary to give force to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to them and make a determination within the authority delegated to them within the time specified in these procedures.

5. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which relate to or affect the employee in the performance of their assignment. They are not designed to be used for changing such rules or establishing new ones.

PROCEDURES

An employee of the Washington County Solid Waste who has a grievance shall follow the procedure as outlined below:

Step 1 - Employees having a grievance and said employee's alternate steward or job steward shall orally present such grievance to the Waste Stations Manager. The Waste Stations Manager shall verbally render a determination to the aggrieved employee and steward within a period of seven (7) calendar days.

Step 2.

(A) Within seven (7) calendar days after an informal decision or the lack thereof has been rendered pursuant to Step 1, an aggrieved employee and the Union's steward may appeal such decision to the Superintendent of Public Works. Such appeal must be in writing. The Superintendent shall render his determination to the aggrieved employee and steward within ten (10) calendar days thereafter.
Step 3 - If the aggrieved employee objects to the decision rendered by the Superintendent, the employee may within three (3) calendar days, appeal to the Chairman of the Board of Supervisors for a review of the entire proceedings to date. Such request shall be in writing and shall clearly state the reason(s) why the previously rendered decisions are unsatisfactory to the employee. Said Chairman may request written statements from all parties concerned in making previous decisions. The Chairman shall, within fourteen (14) calendar days of the receipt of Notice of Appeal, meet with the aggrieved employee, the Union steward and the Union Representative any other person(s) whom they feel can aid them in rendering a decision concerning the aggrieved employee. A decision shall be rendered within fourteen (14) calendar days from date of hearing and shall be in writing with copies going to all parties involved in the grievance.

Step 4 - If the Union objects to the decision rendered by the Chairman of the Board of Supervisors, it may, within five (5) calendar days from the receipt of such decision, submit the grievance or grievances at issue to the Public Employees Relations Board pursuant to said Agencies Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the Arbitrator selected shall be final and binding on the Employer and the Union.

The following shall apply to the entire grievance procedure:

(a) A grievance is defined as a claim by an employee of an alleged violation of this Agreement with request to its application or interpretation.

(b) In order for an employee to utilize this grievance procedure, the Union and the employee must waive the right to submit the subject matter of the grievance to any other forum, including administrative agencies, judicial bodies or the courts. If the aggrieved employee has submitted the subject matter of the grievance to any other forum, including administrative agencies, judicial bodies or the courts, the Union and employee may not utilize this grievance procedure.

(c) The preparation and processing of grievances, and the administration of this grievance procedure, shall not be conducted during the hours of employment, with the exception of the procedure in Step 1 herein.

(d) No written grievance shall be entertained and such grievance shall be deemed waived unless the written grievance was forwarded to the Superintendent of Public Works within fourteen (14) calendar days after the aggrieved employee knew or should have known of the act or condition upon which the grievance is based.

(e) Failure to comply with the time limits set forth in this entire Grievance Procedure is intended to be, and shall be, considered a bar to the continued processing of any grievance unless mutually agreed upon in writing by both parties.

(f) The Union and the Employer shall equally split the fees and expenses of the arbitrator in any arbitration of a grievance.