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Contract Database Metadata Elements

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AGREEMENT

- between -

THE CITY OF WHITE PLAINS

- and -

LOCAL 456, I.B.T.

Blue Collar Unit

July 1, 2015 to June 30, 2018

7/1/15 – 6/30/18
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AGREEMENT made and entered into this 27th day of June 2016, by and between the CITY OF WHITE PLAINS, a municipal corporation located in the County of Westchester and State of New York ("the City") and Local 456, I.B.T. ("the Union").

ARTICLE I - RECOGNITION

A. The City recognizes the Union as the exclusive bargaining agent for all blue collar employees of the Sanitation Bureau of the Department of Public Works, excluding all other employees.

B. The Union shall have the right to unchallenged representation status for the maximum period provided under Article 14 of the Civil Service Law.

ARTICLE II - CHECK-OFF OF DUES

The City agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card, the amount certified by an officer of the Union as Association dues. Deductions will be made from the payroll bi-weekly and the total dues collected will be delivered to the treasurer of the Union. Authorization may terminate only after two weeks’ written notice to the Union.

ARTICLE III - CITY RIGHTS

The City and the Union shall so administer their obligations under the Agreement in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed or marital status.
ARTICLE IV - UNION RIGHTS

A. The Union shall have the right to post notices and other communications dealing with proper and legitimate Union business of a noncontroversial nature on the bulletin board at the City Sanitation Garage, for the exclusive use of the Union.

B. Negotiation Released Time: Up to three Union representatives shall be allowed released time for negotiations.

C. The City shall notify the Union when new employees are hired.

D. To the extent required by State Law, employees who are not members of the Union shall be required to pay an agency fee to the Union in an amount equivalent to Union dues. The City shall deduct the agency fee from the salaries of all non-Union members. Upon the written request of any member of the Union or the City, the Union shall provide a detailed accounting of its expenditures and/or detailed description of its agency fee refund procedure to said member and/or City. The Union represents that it has established and will maintain a procedure which provides for the refund, to any employee who so demands, of any part of an agency fee deduction which represents that member’s prorata share of expenditures in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Union has provided the City with a copy of the refund procedure prior to the deduction of any agency fees pursuant to this provision. The Union shall indemnify and save and hold the City and any and all of its employees, representatives, officers and/or members of the Common Council of the City of White Plains (collectively “employees”) harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the City or any of its employees for the
purposes of complying with the agency fee and dues deduction provisions of this Agreement
and/or State Law.

**ARTICLE V - HOURS OF DAY AND WORKWEEK**

The present rules of the various departments of the City and the ordinances of the City as
they now exist, shall govern the number of hours per day which an employee will be required to
work and the number of hours per week he/she shall be required to work, and all overtime shall
be in accordance with the said-mentioned rules and ordinances except that the rules and
ordinances shall be amended to provide that:

A. 1. The City shall pay time and one-half for all work performed over 40 hours
per week, or eight hours in any day, as may be authorized by the Mayor.

   2. Effective, March 3, 2014 and notwithstanding any practice to the contrary,
overtime shall only be earned, accrued or paid, as appropriate, following the written authorization
of the Mayor or designee.

B. Employees required to work on Christmas Day, New Year's Day and
Thanksgiving Day shall receive double time for all hours worked in addition to their regular
holiday pay. Employees shall be paid time and one-half for all hours worked on every other
holiday enumerated in Article IV in addition to pay for the holiday.

C. Employees recalled to work after leaving the job at the end of their regular hours
shall receive a minimum of four hours pay at time and one-half unless they work into their
regular starting time, in which case they shall be paid time and one-half for all hours worked
prior to their regular starting time.

D. Lists of overtime worked shall be periodically posted as agreed.
E. The regular workweek shall be Monday through Friday, except that the workweek for collections shall continue to be Monday through Friday for residential collection and employees assigned on a rotation basis for a regular straight time Saturday workday for commercial collections under the present practice.

F. Double time shall be paid for all hours worked on a Sunday, except snow days which shall be paid at time and one-half.

ARTICLE VI - WAGES AND SALARY SCHEDULE

A. Wages.

1. For all employees hired on or before June 30, 2016:
   a. Effective July 1, 2015, each step on the salary schedule will be increased by 2%. Effective July 1, 2016, each step on the salary schedule will be increased by an additional 2%. Effective July 1, 2017, each step on the salary schedule will be increased by an additional 2%.

2. The salary schedule for all employees hired on or after July 1, 2016 is attached in Appendix “A.”

B. Longevity.

1. Employees shall receive the following longevity pay:
   a. After 12 years of continuous service, paid at the annual rate of $750.
   b. After 15 years of continuous service, paid at the annual rate of $850 total.
shall be paid a $2 per hour stipend above and beyond their regular hourly rate. Any other employee who is designated by the Department after that date to operate or be available to operate the Front Loader shall be paid the Front Loader stipend only when the employee is actually operating the Front Loader.

I. Side Loader Operator Stipend. All employees who, as of, March 3, 2014 are designated by the Department to operate or be available to operate the Side Loader, shall be paid a $2 per hour stipend above and beyond their regular hourly rate. All employees who are designated by the Department after that date to operate or be available to operate the Side Loader shall be paid the stipend only when the employees are actually operating the Side Loader.

ARTICLE VII - HOLIDAYS

All full-time employees who are members of the bargaining unit shall be entitled to 13 paid holidays as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Columbus Day
- Election Day
- Christmas Day
- Washington's Birthday
- Martin Luther King's Birthday
- (3rd Monday in January)
- Labor Day
- Veterans Day
- Thanksgiving Day
- Good Friday
- Lincoln's Birthday

These holidays shall be guaranteed regardless of the day they fall on. In the event that a holiday occurs on a Saturday, it shall be celebrated on the preceding Friday. In the event that a holiday occurs on a Sunday, it shall be celebrated on the following Monday.

An employee shall work the workday before and the workday after the holiday, except for absence for good cause, in order to qualify for holiday pay.
ARTICLE VIII - VACATIONS

A. Each employee who shall have not less than one year of continuous service on the payroll of the City shall be granted a vacation with full pay in accordance with the schedule set forth below. For the purpose of this article, service shall be computed from the first day of employment.

1. One year's continuous service but less than five years' continuous service, two calendar weeks of vacation. Employees completing six months of service with the City shall be eligible for one week’s vacation; however, after one year of employment, no more than two weeks’ vacation in total may be taken, so that previous time, if taken, shall be deducted from the two week total earned in the first year.

2. Five years’ continuous service but less than 12 years’ continuous service, three calendar weeks of vacation provided that no more than two weeks shall be taken consecutively, except upon approval of the Commissioner.

3. 12 or more years’ continuous service, four calendar weeks of vacation, provided that no more than two weeks shall be taken consecutively, except upon approval of the Commissioner.

B. If a legal holiday is observed by the City, on any day except Saturday or Sunday, and the holiday occurs during an employee's vacation period, the employee shall be entitled to an additional day of vacation.

C. An employee who has taken sick leave in excess of 60 working days in any anniversary year shall only be entitled to a vacation of one working day per calendar month of active service on the job in the anniversary year in which the leave was taken (if employed one
year or more) or 1.5 working days per month (if employed five years or more), or two working
days per month (if employed 12 years or more).

D. Vacations shall be scheduled in periods of not less than one week except as
otherwise authorized by the Commissioner or in cases where the employee is entitled to a
vacation of less than one week.

E. The choice of vacation periods shall be given employees with the longest periods
of continuous service in the Department, provided that the choice shall not, in the opinion of the
Commissioner, adversely affect the operation of the Department, and vacation preference
schedules shall be prepared and approved by the Commissioner in the order of employees' starting dates of last continuous employment.

F. All vacations shall be taken during the twelve-month period immediately
following the end of the qualifying service period, at times approved by the Commissioner,
extcept that no subsequent vacation period earned shall be taken within four months of the
preceding vacation period, unless this restriction is waived by special permission of the
Commissioner.

G. If an employee intends to terminate his/her employment with the City for reasons
other than a dismissal from service, he/she shall be granted vacation, with full pay, equivalent to
the vacation earned and not taken at the time of terminating employment, provided sufficient
advance notice of the termination is submitted to the Commissioner to enable the vacation, with
full pay, to be scheduled prior to the effective date of termination, and provided that at least two
weeks' notice is given to the Commissioner prior to commencing the vacation.

H. Notwithstanding any of the foregoing provisions to the contrary, when an
employee intends to terminate his/her employment with the City, for reasons other than a
dismissal from service, prior to June 30th of any fiscal year in which he/she has earned a vacation and the employee has had continuous service for six months or more during the fiscal year, he/she shall be granted vacation, with full pay, based on his/her length of continuous service prior to the fiscal year, prorated on the number of months of continuous service during the fiscal year, provided at least two weeks’ notice of termination of service is given to the Commissioner prior to commencing the vacation.

I. After one year of continuous service, an employee who intends to terminate his/her employment with the City for reasons other than dismissal from service, provided the employee has given sufficient advance notice to the Commissioner of termination of service, may elect to receive compensation for his/her currently earned and unused vacation in lieu of taking such vacation as provided hereinabove. Upon certification thereof by the Commissioner, the Commissioner of Finance is authorized to pay the compensation to the employee. If, at the time of the death of an employee, there is currently earned and unused vacation standing to the credit of the employee, the monetary value of that time shall be paid to his/her beneficiaries by the Commissioner of Finance upon certification thereof by the Commissioner and with the approval of the Corporation Counsel.

J. Vacation pay shall be paid before vacation. Unused vacation time shall accrue for one year. Employees in special circumstances may accrue vacation for more than one year with the written approval of the Commissioner. Unused vacation shall be paid upon retirement.

K. The Commissioner shall approve a vacation schedule, including all employees who will be entitled to a vacation, and shall submit a copy of the schedule to the Personnel Officer at least two weeks in advance of July 1st, giving names and starting dates of last continuous employment, and indicating the approved vacation period for each employee.
L. In the event that an employee is transferred or promoted to a non-unit position, and is granted a leave of absence from the employee’s prior position until achieving permanent status in the new position, the employee shall be paid for his/her accrued, unused vacation time from the prior position.

ARTICLE IX - SICK LEAVE, ABSENCE FOR JURY AND COURT ATTENDANCE, CHILD CARE LEAVES

A. Personal Illness or Injury.

1. Each permanent, provisional or temporary employee shall be allowed 12 days’ absence at full pay during any calendar year because of personal illness or injury. Those employed for less than 12 months in the calendar year shall be given a proportionate allowance.

2. Additional allowance for absence with full pay due to personal illness or injury shall be given after the first year of employment, depending upon the number of days of sick leave allowance which may be accumulated in accordance with the following plan: At the end of each year, the unused portion of the 12 days’ allowance for that year shall be accumulated as an allowance for additional days of absence at full pay. Accumulation to be limited to 200 days in any event. In cases of extreme hardship, provided the employee has been in the employ of the City for more than one year, in the discretion of the Commissioner a request for an additional 30 days may be forwarded to the Common Council. The Council may grant an additional 30 days leave. The combined accumulations as set forth in this paragraph and also in paragraph 1 shall be limited to 230 days.

3. In order that absence because of personal illness may be charged to accumulated sick leave, it must be reported by the employee on the first working day of the absence within the time limit fixed by the Commissioner. Absence for illness on Saturday shall
not be charged unless Saturday is a designated working day for the employee. If an employee is designated to work a half-day on Saturday, then only a half-day shall be charged for absence on that day.

4. The unit for computation of sick leave shall not be less than one-half day. Credits cannot be earned for the period an employee is on leave of absence without pay. For the calculation of sick leave credits, the time recorded on the payroll at the full rate of pay shall be considered as time “served” by the employee.

5. An employee who has exhausted his/her sick leave allowance and who is absent at the end of the calendar year shall not receive any sick leave allowance for the new year until he/she returns to duty. On the first payroll following his/her return, he/she may receive compensation for his/her absence to the extent of his/her sick leave allowance for that year, upon application made to the Commissioner.

6. In the discretion of the Commissioner, leave of absence at half-pay for a period not to exceed three calendar months may be granted because of serious illness or injury to an employee whose sick leave credits have been exhausted.

7. An employee who has been absent due to a personal illness or injury may be required to submit a statement from his/her physician or surgeon as to his/her fitness to carry on his/her regular duties. The Commissioner may require an employee absent on account of claimed illness or injury to submit to a physical examination by a physician or surgeon selected by the Commissioner.

8. An employee who is absent from duty after his/her sick leave allowance has been exhausted will be considered as absent without leave unless he/she applies for and is granted a leave of absence by the Commissioner.
9. **Attendance Bonus.** An employee shall receive a bonus for excellent attendance payable at the following rates:

<table>
<thead>
<tr>
<th>Number of DaysAbsent From Work</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 1 - November 31</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>$600</td>
</tr>
<tr>
<td>1</td>
<td>$500</td>
</tr>
<tr>
<td>2</td>
<td>$400</td>
</tr>
</tbody>
</table>

“Absences” are defined to include any absences from work other than City approved FMLA, vacation, personal and compensatory leave time, jury leave and that part of military leave that must be compensated by the City pursuant to the New York Military Law, up to two approved instances of bereavement leave and absences from work of not more than two days during December 1 – November 30 due to an approved Workers’ Compensation injury or illness.

Bonuses shall be paid by separate check at the same time as longevity payments.

B. **Serious Illness or Death in Family.**

1. Permanent, temporary or probationary employees who have served over four months in the City shall have the right to take not more than four working days, with pay, in any calendar year, on account of death (per occurrence) or serious illness (per annum) in the employee’s immediate family, upon satisfactory evidence of such. This absence may be extended to a maximum of 10 days, and the excess above four days shall be charged to sick leave, vacation or overtime credits. The immediate family of an employee shall include grandparents, brother, sister, spouse, child, father or mother of the employee or his/her spouse and foster parent.

2. Absences for serious illness or death outside of the immediate family may be deducted from sick leave credits.
C. Absences Covered by Compensation Insurance.

1. Any employee who is necessarily absent from duty because of occupational injury or disease, as defined by the Workers’ Compensation Law may, pending adjudication of his/her case, be granted leave with full pay for a period not to exceed six months (exclusive of accumulated sick leave credits), on approval of the Commissioner, after full consideration of all the facts involved and the length of service of the employee. Should the disability persist beyond this period, plus accumulated sick leave credits, the employee may be placed on leave without pay for a further period not to exceed 11 months. The employee shall, on return to active duty, be recredited with the number of days of earned sick leave consumed during his/her period of absence upon approval of the Commissioner. Sick leave credits shall not be earned under these circumstances for periods that an employee is on the leave without pay.

D. Absence for Jury and Court Attendance.

On proof of the necessity of jury service or attending court for other than personal matters, leave of absence shall be granted with pay to all employees, less amounts received for jury or witness fees. Employees shall request that they be placed on “on call” jury duty status, where available.

E. General.

1. No employee shall be absent from duty on any working day except for one of the reasons outlined above, unless permission shall have been obtained in advance from the Commissioner.

2. Days’ allowance for absences mentioned in these rules shall be considered as meaning working days.
3. As payrolls are made up from five to six days preceding the issuance of checks, absences occurring during that period will be deducted from the payroll issued approximately two weeks later where applicable.

4. At the time of employment, an employee, except those employed on a per-diem basis, may be required to furnish a certificate from a physician as to the physical condition of the employee.

5. In any case where a physical examination or a certificate is required from a physician or surgeon, as to an employee’s physical condition, the City reserves the right to require the employee to submit to a physical examination by a physician or surgeon selected by the Common Council or by the Commissioner.

6. The City shall furnish each employee, on an annual basis, with a report of the employee’s accrued sick time.

F. Deductions.

1. Deductions for absences in excess of those permitted shall be made as follows:

   a. In the event that an employee is absent for a period of five or fewer consecutive working days, there shall be deducted from his/her salary the amount he/she would have earned for each day absent. When the absence continues for six or more consecutive days, there shall also be deducted from his/her salary the amount he/she would have earned for each day including holidays.

   b. Any additional deductions not mentioned above will be governed by this Agreement.
c. For the purpose of deductions, the daily salary shall be considered as the annual salary divided by the number of normal working days in the applicable fiscal year.

G. Personal Leave.

1. Employees, except for part-time employees, may receive up to four days personal leave during the fiscal year for personal reasons which need not be disclosed by the employee. Personal leave shall be prorated for each three months of service for the balance of the fiscal year in which the employee is hired or the portion of the fiscal year worked in the year in which the employee terminates employment.

2. Upon approval of the Commissioner, personal leave days shall be granted, and the personal leave shall be granted in no less than one-half day units. This leave time shall not be taken to make a long weekend or after a holiday.

Unused personal days may be credited toward unused sick leave.

Employees requesting personal leave days shall give at least five days advance notice, whenever feasible, to the Commissioner.

H. New York State Disability Insurance.

The City participates in the New York State Disability Insurance Plan, subject to the Plan’s Rules and Regulations. The Employees shall be responsible for paying the maximum contribution permitted by law (see Workers Compensation Law Section 209).

ARTICLE X – EMPLOYEES’ BENEFIT PLANS

A. The existing ordinances providing for retirement and health insurance benefits for the employees shall be amended to provide that:

1. a. The City shall continue to participate in the New York State Empire Health Insurance Program and shall contribute 100% of the individual employee’s premium and
100% of the premium for dependent's coverage. For employees hired on or after July 1, 2010, the City shall contribute eighty-five percent of the premium charged by the New York State Empire Health Insurance Program toward the cost of providing individual or family coverage under any of the health insurance programs the City makes available to its employees.

b. (1) The City shall continue medical coverage for its retired employees.

b. (2) Employees hired before July 1, 1995, who retire on or after June 27, 2016, and who are otherwise eligible to receive health insurance benefits in retirement from the City, shall continue to be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute 100% of the appropriate percentage of premiums charged by New York State Empire Health Insurance Program under any of the health insurance programs the City makes available to its employees.

b. (3) Employees hired on or after July 1, 1995 and on or before June 30, 2011, who are otherwise eligible to receive health insurance benefits in retirement from the City, shall continue to be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute the appropriate percentage of premiums charged by New York State Empire Health Insurance Program under any of the health insurance programs the City makes available to its employees, pursuant to the following schedule:

<table>
<thead>
<tr>
<th>Completed years of City Service</th>
<th>City Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 or more</td>
<td>100% (individual/family)</td>
</tr>
<tr>
<td>15-19</td>
<td>80% (individual/family)</td>
</tr>
<tr>
<td>10-15</td>
<td>50% (individual)</td>
</tr>
</tbody>
</table>
b. (4) Employees hired on or after July 1, 2011, who are otherwise eligible to receive health insurance benefits in retirement from the City, shall continue to be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute the appropriate percentage of premiums charged by the New York State Empire Health Insurance Program under any of the health insurance programs the City makes available to its employees, pursuant to the following schedule:

<table>
<thead>
<tr>
<th>Completed years of City Service</th>
<th>City Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 or more</td>
<td>85% (individual/family)</td>
</tr>
<tr>
<td>15-19</td>
<td>65% (individual/family)</td>
</tr>
<tr>
<td>10-15</td>
<td>50% (individual)</td>
</tr>
<tr>
<td>35% (family)</td>
<td></td>
</tr>
<tr>
<td>Less than 10</td>
<td>0%</td>
</tr>
</tbody>
</table>

b. (5) The City shall waive the 20 year service requirement in the case of an employee who is eligible for, retires, and receives benefits pursuant to, RSSL Section 63 (accidental).

2. Employees may opt out of the health insurance program in whole or in part for periods of a full year by completing the appropriate form furnished by the City. In order to be eligible for this option the employee must certify that he or she has health insurance through another source other than the City. For plan years beginning on or after January 1, 2015, to be eligible for the health insurance declination bonus, the employee must certify that he or she has
health insurance through another source other than through the City or the N.Y.S. Empire Health Insurance Program. For the period of July 1, 2014 through December 31, 2014, an employee opting out of the City’s health insurance program will be entitled to one-half of the health insurance declination bonus.

An employee opting out of the City’s health insurance program in whole or in part shall be paid 40% of the premium savings, provided he or she maintains his or her waiver (remains out) for a full year. Effective May 6, 2010, any employee who is not then participating in the Health Insurance Buyback Program and who subsequently chooses to participate will be paid the following dollar amounts instead of the 40% of the Premium savings if the employee maintains the waiver (remains out) for a full year:

- Individual - $1,500
- Individual and Spouse - $1,650
- Family - $3,200

Employees now participating in the Buyout Plan shall continue to receive the current rate.

Payments shall be subject to all usual payroll deductions and shall be made on the first Friday in December which is not a payday.

Employees electing to waive coverage must do by filing their forms no later than April 30 in any year, with the provisions of this section taking effect on July 1. For plan years beginning on or after January 1, 2015, employees electing to waive coverage must do so by filing their forms no later than October 31 in any year, with the provisions of this section taking effect on January 1. Once a waiver form has been filed with the City, the waiver shall continue to be in effect from year to year thereafter until the employee elects to reenroll; and the employee shall be entitled to the applicable payment for waiver for each full year his or her waiver is in effect.
It is understood that, once an employee has waived coverage for a particular year, he or she may not reinstate coverage for that year unless he or she experiences a "qualifying event" as defined by Section 125 of the Internal Revenue Code. Reinstatement of coverage for the succeeding year may be made by notifying the City in writing no later than October 31 to be effective the succeeding calendar year. This deadline shall not apply to reinstatement due to a qualifying event. Reinstatement will be subject to whatever requirements or deadlines are imposed by the City's carrier(s). If reinstatement occurs during a waived year due to a qualifying event, the employee will repay, prorata, any amount already forwarded to him or her in return for the waiver, by payroll deductions.

In the event that the IRS or a court of competent jurisdiction finally determines that employees not receiving this health insurance declination bonus must declare the value of the bonus not taken as taxable income, then the parties shall immediately meet to attempt to modify this provision in a manner that will permit the reinstatement of tax-free status. In the event that this is not possible on terms agreeable to both parties, then this provision, and Article X(B) regarding the flexible spending plan, shall both be declared null and void on the earliest date permitted by law.

3. The City shall have the option to self-insure, after prior notice to the Union, provided that the new coverage is comparable in terms of regulations and benefits to those provided by the existing plan on the date on September 4, 1990. This notice shall be given no later than 30 days prior to the date of anticipated change. Within that 30 day period, but not thereafter, the Union may challenge the change, on the sole ground that the new coverage is not comparable as defined above. This challenge shall be made by submitting, within the 30 days, a demand for advisory arbitration to the American Arbitration Association, with a copy to the City,
for resolution under the AAA’s Voluntary Labor Arbitration Rules. No change to self-insurance shall be made prior to the arbitrator's award.

4. The City shall continue to participate in the New York State Career Retirement Program 75-I. It is agreed, however, that in the event the State Legislature fails to readopt 75-I, the parties shall meet to negotiate an alternative benefit, including the type of benefit and the cost thereof.

5. Effective July 1, 2015, the City’s annual contribution to the City of White Plains Teamsters Welfare Fund will be $1,428 per employee per year. Effective July 1, 2016, the City's annual contribution will be $1,468 per employee per year. Effective July 1, 2017, the City's annual contribution will be $1,508 per employee per year.

6. An Internal Revenue Code § 125 flexible spending plan including all pre-tax deferment plans permitted by I.R.S. Code Section 125 has been implemented by the City, with the City having the right to designate the Plan administrator. Participation in the flexible spending plan is voluntary. Before the Plan is utilized by a particular unit member, he/she shall first agree in writing to indemnify and save the City harmless against any and all claims and/or liabilities, including attorneys’ fees, that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with this Section.

B. The parties agree to a Joint Committee to study means of containing health costs.

C. The City has enacted legislation adopting RSSL § 41(j).

ARTICLE XI - PART-TIME EMPLOYEES

Part-time employees who have been employed for a minimum of three consecutive years shall receive a prorata share of all benefits received by the regular employee, in accordance with standards established by the Personnel Officer.
ARTICLE XII - SENIORITY

Layoffs, transfers and promotions shall be based upon seniority in classification provided fitness and ability are equal to perform the work. The practice of requiring the necessary licenses for dating seniority Sanitation Driver promotions shall be continued.

ARTICLE XIII - TENURE AND PROMOTIONS

A. Tenure. The City shall accord all employees who have completed three years of employment in the noncompetitive and labor classes the same rights granted by Section 75 of the Civil Service Law relative to suspension and/or removal.

B. Promotional Opportunities. Notices of promotional examinations or opportunities are to be posted conspicuously in all offices and departments occupied by eligible employees.

ARTICLE XIV - WORK CLOTHES

A. See Appendix “C.”

B. Shoe Allowance. The City shall pay each unit member $225 annually towards the purchase of safety shoes. The allowance shall be paid to eligible unit members on or before the 10th day of October. To be eligible to receive the allowance, the employee must be on the payroll as of the last payroll in September.

ARTICLE XV - DISCIPLINE

A. Persons designated to hold hearings under Section 75 of the Civil Service Law shall be from other than the department taking the action or a person who has not previously been involved in the determination.

1. Employees may, with the approval of the Union and the City, dispose of potential disciplinary matters without the necessity of resort to formal disciplinary action by the City. The City is under no obligation to utilize this procedure when contemplating disciplining
an employee, but it may do so if it so chooses. If it does, and in the event the parties (i.e., the employee, the Union and the City) are unable to reach mutual agreement to resolve the matter, the City shall be free to pursue the disciplinary charges as provided by Civil Service Law § 75. Any discussion entered into, or not entered into, by the parties in an effort to resolve a potential disciplinary matter pursuant to this provision shall not be used by the parties as evidence or testimony in the event that formal disciplinary action is pursued by the City.

2. Employees who elect to utilize this procedure shall be entitled to Union representation during all phases of the procedure.

3. This procedure shall be available to all members of the bargaining unit, but does not confer any additional protection than that already provided by law regarding disciplinary action by the City.

4. Once there has been agreement among the parties resolving the matter, the agreement shall be reduced to writing on the form attached as Appendix B. The agreement shall be signed and dated by the employee, the Union, and the appointing authority and the Corporation Counsel's office or their designee(s).

5. This procedure shall not be deemed a waiver by the employee, the Union or the City of their § 75 rights until such time as the agreement referred to above in “4” has been fully executed by all parties.

**ARTICLE XVI - GRIEVANCE PROCEDURE**

Section 1. Definitions. Unless otherwise expressly stated, the following terms shall, for the purpose of this Article, have the following meanings:
a. The “date of the alleged grievance” is that date upon which the event or condition constituting the grievance occurred, or that date upon which the grievant knew or reasonably should have known of the event or conditions, whichever is later.

b. “Grievance” shall mean any claimed violation, misinterpretation or misapplication of any of the provisions of this Agreement which affects the welfare or conditions of employment of any employee or group of employees covered by this Agreement but shall not include any matter involving disciplinary proceedings.

Section 2. Procedures.

a. Both parties agree that grievance proceedings shall be kept as informal and confidential as possible at all levels of the procedure.

b. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and redress sought by the aggrieved party.

c. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each level of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the member and the Union and the representatives of the City.
Section 3. Time Limitations.

a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

b. Failure at any level of the grievance procedure to communicate a decision to the aggrieved party, his/her representative, and the Union, within the specified time limit, shall permit the lodging of any appeal at the next level of the procedure within the time which would have been allotted had the decision been communicated by the final day.

c. If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred. Regardless of any other Section of this Article, no grievance will be entertained as described herein and the grievance will be deemed waived unless the grievance is commenced at the first available level within 30 days after the member knew or should have known of the act or condition on which the grievance is based.

Section 4. Chief Shop Steward. The chief shop steward shall have reasonable time when necessary to administer grievances but this shall not be abused nor shall it interfere with the normal operations of the Department. Any time taken shall be on advance notice to the sanitation supervisor.

Section 5. Grievance Procedure. The grievance procedure shall consist of the following:

1. First Stage.

a. The first procedural stage shall consist of the employee’s written presentation of the grievance to the Commissioner or designated representative. The
Commissioner or designated representative shall then, at the request of the employee, hold an informal meeting at which the City's representative, the aggrieved employee, and his/her Union representative, may appear and conference to review the positions of the parties. The final determination of the second stage of such grievance proceeding shall be made in writing by the Commissioner or designee within 14 calendar days from the date of submission, and a copy thereof shall be promptly furnished to the aggrieved employee, the Union, the Corporation Counsel and the City's representatives.

b. The Corporation Counsel shall be advised by the Commissioner of the details of all grievances that have reached the second procedural step.

2. Second Stage.

a. If the grievance is not settled with the decision of Stage 1, the Union may submit the grievance to arbitration by written notice to the Corporation Counsel within 15 days of the decision at Stage 2.

b. In the event the parties cannot agree on an arbitrator, the arbitrator shall be selected by the American Arbitration Association according to its Voluntary Labor Rules and Procedures. The arbitrator shall hear the matter and issue its report no later than 30 days from the date of the close of the hearing or last date for submission of proofs and briefs.

c. The issuance of the report by the arbitrator shall be final and binding unless the Council shall determine that such might seriously and adversely affect the public.

d. The costs of the arbitrator shall be shared equally by the parties.

3. Procedures Applicable to Drug Testing: In the event an employee or Union wishes to challenge the City’s reasonable suspicion to test an employee for illegal
controlled substances or alcohol, then Step One, and the time limits stated therein, shall not apply. In their place, the following procedure shall govern:

If the grievance is not served upon the Commissioner within 15 calendar days after the test, the employee may raise the issue of reasonable suspicion in any disciplinary proceeding initiated by the City against the employee in connection with which the drug test is used; but in no event shall the employee and/or the Union be able to litigate the issue of “reasonable suspicion” in both proceedings.

ARTICLE XVII - OUT OF TITLE

When employees are temporarily assigned to perform the duties of the lower classification at a lower rate of pay, they shall be guaranteed their regular rates of pay. Any employee assigned for any part of the day to perform work in a higher classification shall be paid the rate for the classification for the day.

ARTICLE XVIII - SAFETY

A. The City will cause a yearly inspection to be made by qualified persons employed by the City, or by non-City personnel who are qualified in the particular field in regard to power equipment, ropes, ladders and related items in the Department. The City will also conduct safety meetings for employees with first aid classes offered to individuals.

B. Facilities and equipment shall be maintained in safe condition.

C. A Joint Committee shall be established, made up of two members selected by Local 456 and two members chosen by the City, to consider problems of equipment, gear and other related matters and make recommendations to the Commissioner.
ARTICLE XIX - GENERAL PROvisions

1. The economic benefits conferred by this Agreement are subject to the applicable provisions of law and to the appropriation of funds by the Common Council. The Mayor, subject to the budget hearing and the final adoption of the City Budget, shall enter into this Agreement with the Union and to recommend ordinances or any other legislation necessary to implement the terms of this Agreement.

2. The Union will not engage in a strike or cause, instigate, encourage, or condone a strike as provided in Section 210 of the Public Employees' Fair Employment Act, nor will the City cause, instigate or encourage a lockout.

3. This Agreement and all of its provisions are subject to all applicable laws and in the event that any provision of this Agreement is determined to be invalid or in violation of any law, the provision shall not be binding on either party, but the remainder of this Agreement shall continue in full force and effect, as if the invalid or illegal provision had not been a part of this Agreement.

4. No amendment or alteration of this Agreement shall be binding unless it is in writing and signed by the Mayor with the approval of the Common Council and a duly authorized representative of the Union, with the approval of the Union.

5. Notice of Changes: The City shall notify the Union of any proposed changes in existing work rules or regulations affecting the bargaining unit's terms and conditions of employment prior to adoption by the City.

6. The City and the Union agree to equally share the cost of reproducing copies of the Agreement for all employees.
7. Pallbearers: The immediate crew shall be released to serve as pallbearers at the funeral of a deceased crew member.

8. City Vehicles: Effective May 6, 2010, it shall be the City’s sole discretion, on an individual basis, as to which employees shall receive permission to utilize City vehicles for travel to and from work.

ARTICLE XX - TAYLOR LAW SECTION 204-a

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXI - DRUG AND ALCOHOL TESTING PROCEDURE

1. The use of illegal controlled substances or alcohol by employees adversely affects the City’s ability to safely deliver services, impairs the efficiency of the work force, endangers the safety of employees and the public, and undermines public trust. The City and the Union, therefore, agree that the use, sale, distribution, or possession of illegal controlled substances by any employee is prohibited. The City and the Union also agree that employees are prohibited from being under the influence or of using illegal controlled substances or alcohol while on duty. Employees in violation of this policy are subject to disciplinary action, up to and including discharge. This provision shall be automatically amended from time to time to remain consistent with the appropriate regulations promulgated pursuant to the Omnibus Transportation Act.

2. Unless otherwise noted, all discipline under this policy shall be in accordance with applicable provisions of the collective bargaining agreement or Civil Service Law.
3. Based on reasonable suspicion, members of the bargaining unit shall be subject to urinalysis testing for illegal controlled substance use or breathalyzer testing for alcohol use. Any employee who refuses to submit to testing or who refuses to cooperate with the testing procedures may be subject to discipline including discharge. Attempts to alter or substitute the testing specimen will be deemed a refusal to take the test.

(a) The order to submit to testing must be justified by a reasonable suspicion that the employee is or may be under the influence of or engaging in the use of illegal controlled substances or alcohol while on duty, or is engaging in the sale, distribution, or possession of illegal controlled substances.

(b) While the “reasonable suspicion” standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

(c) Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

(d) Reasonable suspicion may be based, among other things, on the following:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of drugs or alcohol such as but not limited to slurred speech, disorientation, conduct or behavior which warrants employer inquiry because of a direct bearing on the mental faculties of the employee on the health and safety of others; or
2. A pattern of unusual or abnormal conduct or erratic behavior such as but not limited to unexplained excessive absenteeism, lateness, or early leaves; or

3. A motor vehicle accident; or

4. Arrest or conviction for a drug-related offense, or the identification by law enforcement personnel of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking; or

5. Information provided by a reliable and credible source; or

6. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

(e) Within 15 calendar days after the test, the employee acting on his own, or the Union upon written request by the employee to the Union, may file a grievance at the second stage and pursue to arbitration any dispute pertaining to the City’s reasonable suspicion under Section 3 of this Article, by serving a written grievance upon the Commissioner. Except for the foregoing, the other procedures of the contract’s arbitration provisions shall apply. If the grievance is not served upon the Commissioner within 15 calendar days after the test, the employee may raise the issue of reasonable suspicion in any disciplinary proceeding initiated by the City against the employee in connection with which the drug test is used; but in no event shall the employee and/or the Union be able to litigate the issue of “reasonable suspicion” in both proceedings.

(f) The decision to test an employee shall be made by the Commissioner or his/her deputy, in accordance with the standards discussed above.

(g) It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test, and the Union shall be notified of such order not less
than 30 minutes prior to the time the sample is taken. Notification shall be through the shop steward. If the shop steward is unavailable, the 30 minute prior notice shall be to the Union office. The test shall be conducted immediately thereafter. The employee, and the Union representative if present, shall be given a brief verbal statement of the basis for reasonable suspicion.

(h) For purposes of reasonable suspicion only, where reasonable suspicion is based on information provided by a confidential informant, defined as an employee or agent of a governmental law enforcement agency or the employee’s department, the identity of the source need not be disclosed at the time of the test, except for the name of the governmental law enforcement agency involved, if any.

4. Insofar as practical, the sample collection process shall be confidential with due regard for the dignity and privacy of the employee. There shall be no direct observation of giving of urine specimens, unless there is reason to believe that the specimen may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the specimen. The employee shall cooperate with requests for information concerning use of medications and acknowledgment of giving the specimen.

5. Specimens shall be collected under the supervision of an agent or employee designated by the City. The employee to be tested shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is produced, the employee’s ability to have a second test performed may be adversely impacted. The agent or designated employee shall mark and seal the specimen to preserve its chain of custody. Thereafter, the specimen shall be
transported to the testing laboratory in a manner which shall insure its integrity and chain of custody. The laboratory selected to perform testing shall be certified by the NHTSA.

6. For drug testing, all specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry test (GC/MS). Only specimens which test positive by NHTSA standards on both the initial test and the confirmatory test shall be reported as positive. All tests conducted pursuant to this procedure will be paid for by the City.

7. For alcohol testing, the employee shall submit to a breathalyzer test to be administered by an agent or employee designated by the City. Such test results shall be given the same weight as provided under applicable provisions of the New York State Vehicle and Traffic Law.

8. Drug test results shall be forwarded from the testing laboratory to the Commissioner.

9. Positive urine samples shall be maintained by the City’s designated laboratory in accordance with appropriate procedures for a period of six months following the test.

10. The employee being tested shall have the right to an independent analysis from a laboratory of his/her choice from the list of NHTSA certified laboratories herein. The employee shall designate, at the time the specimen is given, the laboratory, if any, chosen by the employee, and a specimen shall be provided to that laboratory as well as the laboratory designated by the City. Copies of all test results shall be sent to the employee and the Commissioner.

11. The employee shall be responsible for the costs related to the independent analysis requested by the employee including the costs relating to the transportation and preservation of the chain of custody if the analysis conducted for the City is reported as positive. If the analysis conducted for the City is negative, the City shall be responsible for the related costs as set forth
above of the independent analysis requested by the employee. The test results shall be delivered by the independent laboratory to the employee and the Commissioner. Testing and positive results will be in accordance with paragraph 6 above.

12. In the event the test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, as determined pursuant to paragraph 6 and 7 above, such employee may be subject to discipline, including discharge. However, in the first instance of such positive drug or alcohol test, any disciplinary charges may be suspended in the City’s sole discretion if the employee agrees in writing to complete counseling and treatment on his/her own time for such illegal controlled substance use or alcohol use in the Local 456, I.B.T. Employee Assistance Program. The employee shall agree, as a condition to the suspension of the disciplinary charges, that for a period of one year following the completion of treatment, he or she shall be subject to periodic random testing for illegal controlled substances and/or alcohol, and that if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during such one year period, the City may reinstitute the suspended charges, in addition to preferring new charges. Upon completion of treatment, as outlined above, and the one year period, the original disciplinary charges or penalty shall be considered resolved.

The record of such charges and their resolution (the charges, the answer, and the stipulation) shall remain in the employee's file unless the parties otherwise agree.

NHTSA CERTIFIED LABORATORIES APPROVED FOR EMPLOYEE-REQUESTED INDEPENDENT ANALYSIS

METPATH, INC.
One Malcolm Avenue
Teterboro, New Jersey 07608
Telephone: 201-393-5000
13. Effective June 27, 2016, all employees not subject to Commercial Drivers’ License (“CDL”) testing shall be subjected to random drug and alcohol testing consistent with 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, regardless of whether they hold a then valid CDL.

**ARTICLE XXII - TERM OF AGREEMENT**

This Agreement shall be for a term of 36 months, commencing July 1, 2015 and terminating June 30, 2018. However, failure to appropriate the necessary funds by the Common Council to meet the City’s obligation under this Agreement shall automatically terminate the said Agreement and neither party shall have further rights or obligations under this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

THE CITY OF WHITE PLAINS  

By:  

Thomas M. Roach, Mayor  

APPROVED AS TO FORM  

DATED: 10/18/2018  

Deputy Corporation Counsel  

LOCAL 456, I.B.T.  

BY:  

Louis A. Picani, President
APPENDIX A

FOR EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2016

WAGE SCHEDULE 7/01/15-6/30/16

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APPROVED BY:

For the Union

For the City
APPENDIX A

FOR EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2016

WAGE SCHEDULE 7/01/16-6/30/17

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APPROVED BY: For the Union

APPROVED BY: For the City

36
APPENDIX A

FOR EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2016

WAGE SCHEDULE 7/01/17-6/30/18

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APPROVED BY:  
For the Union

APPROVED BY:  
For the City
# APPENDIX A

**FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2016**

## WAGE SCHEDULE 7/01/16-6/30/17

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**APPROVED BY:**

For the Union

For the City
## Appendix A

**For Employees Hired On Or After July 1, 2016**

### Wage Schedule 7/01/17-6/30/18

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**Approved By:**

- For the Union: [Signature]
- For the City: [Signature]
APPENDIX B

(ON CITY LETTERHEAD)

[DATE]

WHEREAS, ________________, the Commissioner of Public Works for the City of White Plains ("Commissioner ______________") is prepared to prefer charges of [insert category/categories of charges] against [insert employee's name] in his/her capacity of a [insert job title] in the civil service of the City of White Plains ("the City"); and

WHEREAS, those charges allege that [allegations]; and

WHEREAS, the Commissioner, [insert employee's name] and Local 456, I.B.T. ("the Union"), [insert employee's name]'s collective bargaining representative, by their representatives, White Plains Corporation Counsel, [insert name] (by [insert name]) and [insert employee’s and Union’s representatives' names] have agreed to settle this disciplinary matter by stipulation; and

WHEREAS, the parties desire to fully and completely resolve and settle this matter among them without the expense, time, uncertainties and inconveniences of litigation;

NOW, THEREFORE, and in consideration of the promises set forth above, the following is hereby stipulated and agreed by and between the undersigned, the parties and their representatives of record;

1. [Insert employee's name] hereby admits the truth of the allegations that [insert allegations].

2. The Commissioner hereby imposes punishment consisting of [insert penalty].

3. This stipulation shall be made a part of [insert employee's name]'s personnel file.

4. In exchange for these agreements, the Commissioner hereby agrees to waive the right to file disciplinary charges pursuant to Civil Service Law § 75 regarding the allegations described above.

5. [Insert employee's name] acknowledges that (s)he has entered into this Stipulation freely, knowingly and openly, without coercion or duress, and that (s)he voluntarily and knowingly waives any statutory or contractual rights, including the right to a hearing pursuant to Civil Service Law § 75 and a determination therein of the potential charges against him/her, grievances, improper practice charges, and any other assertions or actions of any nature whatsoever, (s)he may have in this matter to contest the propriety of the Stipulation.
6. [Insert employee’s name] affirms that (s)he has had access to and has consulted with counsel or a representative(s) of his/her choice throughout the negotiation of this Stipulation concerning its meaning and consequences.

7. If any or all of the provisions of this settlement are found to be invalid, illegal or unenforceable for any reason whatsoever, [insert employee’s name] agrees that (s)he will be subject to a disciplinary hearing concerning all of the matters described above, and hereby agrees to waive the right to assert, as a bar to such proceedings, all claims predicated upon the statute of limitations.

8. Upon execution hereof, [insert employee’s name] hereby discharges and releases the City and the Union, and their officials, agents, employees and counsel from any and all demands, claims, liabilities, damages and causes of action arising out of or related to the subject matter of this Stipulation.

9. This Stipulation contains all of the terms and conditions agreed upon by the parties in regard to the subject matter described above. No other agreement, oral or otherwise, exists or shall be deemed to exist or to bind any of the parties regarding the terms, conditions or meaning of this Stipulation.

DATED: [Insert Employee’s Name]
DATED: [Insert Employee’s Rep’s Name]
DATED: [Insert Union Rep’s Name]
DATED: [Insert Commissioner’s Name]
DATED: [Insert Corp. Counsel’s Rep’s Name]
Re: Sanitation Bureau Uniforms

Dear Mr. Lucyk:

This letter is to confirm agreements discussed telephonically on February 18, 1998.

The current uniform issue to our sanitation employees is:

6 long sleeve shirts
6 trousers
4 coveralls
1 surcoat (overcoat)
1 Ike jacket w/ liner (short jacket)
1 pair of rubber boots

In recognition of Federal and State road safety requirements, as well as the workers' desire for insulated overalls, all uniform items except trousers will be changed to orange as listed below. Trousers will remain green. The future uniform issue will be:

6 long sleeve shirts
6 trousers
2 insulated coveralls
2 plain coveralls
1 surcoat
1 Safety vest
5 Tee-shirts
Thus, the net changes consist of the addition of two (2) pairs of fully insulated coveralls, five (5) tee-shirts and a safety vest, in lieu of two (2) pairs of standard single fabric coveralls, the short jacket and the rubber boots.

Sanitation employees will have the option of retaining and using green uniform items now in their possession. When the employees choose any wear other than the safety orange provided by the City, an orange safety vest must be worn over the other wear whenever the employee is on the street.

All new clothing items will be ordered expeditiously.

Very truly yours,

Joseph J. Nicoletti, Jr., P.E.,
Commissioner