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Union: **International Brotherhood of Teamsters (IBT)**

Local: **294**

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Albany, City Of And lbt Local 294
(Albany Landfill Unit)

(New)

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF ALBANY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 294

Agreement by and between the City of Albany, New York, 24 Eagle Street, Albany, New York 12207 (hereinafter referred to as the "Employer") and the International Brotherhood of Teamsters Local Union 294, 890 Third Street, Albany, New York 12206 (hereinafter referred to as the "Union" or "Teamsters").

ARTICLE I

PREAMBLE

The Agreement is entered into to facilitate peaceful adjustments of grievances and disputes between Employer and Employee; to prevent waste and unnecessary and avoidable delays and expenses; and for the further purpose of at all times securing for the Employer sufficient skilled workmen and so far as possible to provide continuous employment for labor, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon so that stable conditions may prevail and costs may be as low as possible, consistent with fair wages and conditions; and to further establish the necessary procedure by which these things may be accomplished.

In accordance with and subject to the provisions of the Public Employee's Fair Employment Act of 1967, the Employer recognizes the Union as the exclusive bargaining agent for the Employees included under the terms of this Agreement. This

recognition is for the purpose of collective bargaining in respect to the rates of pay, hours of work, conditions of employment, and all other matters covered by the Agreement. This Agreement shall cover all the work done by Teamsters at the Albany Landfill. When the Albany Landfill employs Teamsters at the Albany Landfill, the terms and conditions and the rates of wages herein provided shall apply.

ARTICLE II

DECLARATION OF PRINCIPLES

1. That there shall be no limitation to the amount of work an Employee shall perform during the workday, it being understood that the Employee shall perform a fair and honest day's work.
2. That there shall be no restriction of the use of machinery, tools, appliances, or standard equipment for the use required, except where life and health are endangered.
3. That there shall be no restriction of the use of any raw or manufactured materials, except prison-made.
4. That no person shall have the right to interfere with Employees during working hours, except as hereinafter provided.
5. That the Foreman or Foremen shall be the agent or agents of the Employer, selected by the Employer, and may be a Member or Members of the above-mentioned Union.

6. If new, additional, or replacement personnel are needed by the Employer, the Union shall have forty-eight hours (48) hours to furnish said new, additional, or replacement personnel. Any personnel hired on a temporary or as needed basis and not hired as permanent Employees shall not be eligible for any benefits provided to Employees through this Agreement.

ARTICLE III

EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union mutually agree that they will comply and cooperate with all Federal, State and/or Local Laws, Codes, Rules, Ordinances, Regulations, Executive Orders, and Administrative Decisions, dealing with non-discrimination in training, employment, job tenure, promotions, and every other matter covered by such Laws, Codes, etc. not herein expressly mentioned. The Employer and Union shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or age.

ARTICLE IV

WORK CONDITIONS

1. The Employer shall furnish all necessary tools that the Employees are to use, except that the Heavy Vehicle Mechanics shall furnish at their own expense the tools listed in Exhibit "A" attached hereto and made a part hereof. Said Heavy Vehicle Mechanics shall receive an annual payment of two hundred fifty

dollars (\$250.00) for hand tools payable on February 1 of each contract year. The Employer shall maintain adequate insurance coverage for the tools listed in Exhibit "A" against loss resulting from fire or theft, such coverage being strictly limited to those tools owned by the Heavy Vehicle Mechanic while such tools are on Employer premises for the express purpose of performing said Employee's work duties. The Employer reserves the right to audit and inventory tools and tool box contents against the list in Exhibit "A".

2. The Employer shall furnish slip-over rubber boots, rainsuits, and hats, which shall remain the property of the Employer, and be returned at the termination of use or employment. In addition to apparel required to be worn for purposes of health or safety, the Employer shall, at no cost to the Employees, supply any uniforms they are required to wear and make necessary and reasonable replacement thereof. The Employer shall bear the cost of repairing such uniforms when damaged in the performance of duty. The Employee shall be liable for any loss or damage caused by his or her negligence or misconduct. The Employer shall also have furnished, cleaned, and maintained whatever linen is used by the Employees in connection with their employment. Such uniforms and linen shall remain the property of the Employer at all times.

3. The Employer shall provide warm suitable shelter of sufficient size where all Employees may eat their lunch and hang their clothing. The Employer shall also assume responsibility in case of loss by fire.
4. The Employer shall provide and the Employees shall maintain clean and sanitary toilet and drinking facilities.
5. Authorized representatives of the Union shall be allowed to visit jobs during working hours to interview the Employer and the Employees, but in no way shall such persons interfere with or hinder the progress of the work.
6. (a) Employees injured at work shall be paid for the time spent going to the Doctor's office for treatment at the time of injury. If the Doctor certifies in writing that the Employee is unable to return to work that day, the injured Employee shall be paid for the balance of that working day.
 - (b) The injured Employee shall be allowed two (2) hours time from work for additional visits to the Doctor for injuries sustained while in the Employer's service without loss of pay. It shall be understood, however, that such visits during working hours shall be made only when no other arrangements can be made and an affidavit is

received from the Doctor stating the necessity of each visit.

ARTICLE V

HOURS OF WORK AND OVERTIME

1. The Work Week shall consist of Monday through Friday.
2. The Regular work day shall consist of eight (8) hours.
3. Employees shall be paid time and one-half the regular rate of pay for all hours worked in excess of forty (40) hours in a week. Holiday time off during a given week and any paid sick leave credits and vacation time used during a given week shall be considered as time worked for purposes of calculating the forty-hour overtime threshold.

ARTICLE VI

HOLIDAYS

1. All Employees shall be paid straight time for the following Holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
Martin Luther King Day	Election Day
Veteran's Day	Memorial Day
Thanksgiving Day	Independence Day
Christmas Day	

2. Double time the rate set forth in this Agreement shall be paid for any work performed on any of the above Holidays.

3. No work shall be performed on the above Holidays except in case of emergency, the emergency to be determined by the Employer and the Union.

ARTICLE VII

VACATION TIME

Employees with the following years of service at the landfill shall receive vacation as per the following schedule:

Two (2) weeks after one (1) year.

Three (3) weeks after five (5) years.

Four weeks after ten (10) years.

Employees electing their vacation during a week in which one (1) of the above mentioned ten (10) Holidays shall receive forty-eight (48) hours pay that week or one (1) additional day off.

Vacations to be posted.

ARTICLE VIII

SICK LEAVE

1. Sick leave is absence with pay necessitated by the illness or physical disability of the Employee. Sick leave shall not be considered a privilege, which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the Employee.
2. Employees shall earn sick leave credits at the rate of one and one-twelfth (1-1/12) days per month. Vacation leave and paid holidays shall be considered as days

worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the Employee.

3. Employees shall earn sick leave for every month in which they work or receive regular compensation for fifteen (15) workdays.
4. The amount of sick leave used by an Employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Should a change in the work week occur, accumulated sick leave shall be credited on the basis of the new work week schedule.
5. If the Employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which the Employee is entitled as of such date.
6. The Department Head may at his discretion advance sick leave credits to any Employee absent due to personal illness who has exhausted his accumulated sick leave and vacation leave credits. Such advanced sick leave credits shall be repaid, as soon as practicable after the Employee's return to duty, from subsequent accumulations of time credits.
7. Sick leave credits shall not be used in units of less than one-half (1/2) day.

8. When an Employee is separated from service with the Employer and is subsequently reinstated or re-employed within one (1) year after such separation, his sick leave credits accumulated and unused at the time of his separation shall be restored. Where reinstatement occurs more than one (1) year following separation, sick leave credits accumulated and unused at the time of separation may be restored at the discretion of the Department Head.
9. Unused sick leave credits may be accumulated to a maximum of seventy-five (75) days. Accumulated sick leave may be used in the following circumstances:
 - (a) When the Employee is confined to a hospital.
 - (b) For other serious injury or debilitating illness which renders it impossible for the Employee to perform his regularly scheduled duties. The Employer may at its discretion require certification from a physician.
10. Individuals employed by the Employer at the landfill before April 1, 1978 shall, on April 1, 1979 only, be credited seven (7) days accumulated sick leave which may be used only in accordance with paragraph "9" above.

ARTICLE IX

SHOP STEWARD

1. It is agreed that the Union Business Agent shall appoint a working Shop Steward. The Shop Steward will be employed at all times that any Teamsters are employed by the Employer on Teamsters work performed by his Employer and will be paid for all time lost due to not having been notified by the Employer or the Employer's Agent to report for work. He will be allowed sufficient time to perform his duties and will not be discharged, laid off, or transferred by reasons of the performance of his duties as Steward without prior approval of the Business Agent. The Foreman may be the last and first man on the job.
2. The Shop Steward shall be notified of any hiring or layoff.

ARTICLE X

SAFETY

No Employee shall be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of an applicable statute, court order, or governmental regulation relating to safety to person or equipment.

The Employer and the Union do hereby agree to work together to promote safety on the job for the benefit of all Employees. Safety rules and regulations will be made known to all Employees

and the use of safety equipment will be continually promoted by both parties.

ARTICLE XI

GRIEVANCE AND DISCIPLINARY PROCEDURES

A. Grievance Procedure. For purposes of this Agreement, a grievance is defined as any difference arising between the Employer and the Union, or any member thereof, as to the meaning and application of the provisions of this Agreement, or as to any question relating to wages, hours of work, and other conditions of employment of any Employee.

In the Event of a grievance, said grievance shall be adjusted as follows:

1. Between the Business Agent or authorized representative of the Union and the Employer or his authorized representative.
2. If the grievance is not settled as provided for above, it is agreed that said grievance shall be submitted in writing on a form approved by the Employer and Union and shall identify the grievance. The grievance shall be deemed waived unless it is submitted within fifteen (15) work days after the aggrieved party knew or should have known of the events or conditions on which it is based.

Step 1: The Union shall submit the grievance in writing to the Employee's first level supervisor, and shall set forth the specific nature of the grievance

and the facts. The first level supervisor shall reply in writing to the grievance within five (5) work days after its presentation in writing.

Step 2: If the first level supervisor fails to reply within the five (5) work day time period or if the reply of the first level supervisor fails to resolve the grievance to the satisfaction of the affected parties, the Union shall within five (5) work days submit the grievance to the Deputy Commissioner of the Department of General Services, who shall reply in writing to the grievance within ten (10) work days of his or her receipt of the grievance.

Step 3: If the Deputy Commissioner of the Department of General Services fails to reply within the ten (10) work day time period or fails to resolve the grievance to the satisfaction of the affected parties, the Union may, within ten (10) work days, submit the grievance to binding arbitration.

Step 4: Should the Union desire that an unresolved grievance be submitted to arbitration, the notice of the demand for arbitration, together with a copy of the grievance, shall be sent by the Union via registered or certified mail to the Corporation Counsel and the Public Employment Relations Board, which shall select the arbitrator from a panel of arbitrators selected by the Employer and the Union.

The arbitrator shall be governed by the Voluntary Grievance Rules of the Public Employment Relations Board. No arbitrator shall have the power to amend, modify, or delete any provision of this Agreement. The decision of the arbitrator shall be final and binding on the parties. The expenses and the fees of the arbitrator shall be shared equally by the parties.

- B. Disciplinary Procedure. The Employer shall not subject an Employee who has completed probation to any disciplinary action except for just cause. The parties shall be bound by Sections 75 and 76 of the New York State Civil Service Law, except that years of service at the landfill shall be counted for purposes of determining the eligibility for the Sections 75/76 disciplinary process of Employees in non-competitive class positions. Any non-probationary Employee who is disciplined or discharged but is ineligible for the Section 75 disciplinary process may file a grievance according to the Grievance Procedure provisions of this Agreement. The arbitrators shall in such instances confine themselves to determinations of whether there was just cause to discipline or discharge the Employee.

ARTICLE XII

SAVINGS CLAUSE

In the event that any State or Federal Statute or Law shall supersede or invalidate any clauses in this Agreement, such Statute or Law shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect. In the event that any section or portion thereof shall be declared invalid, it is further agreed that the parties hereto shall meet within a period of sixty (60) days to redraft a new section or portion thereof, which shall be valid and which shall replace that section or portion thereof declared invalid.

ARTICLE XIII

WAGES

The hourly rate of pay of this Agreement shall be as shown in the Schedule of wages set forth below. Wages provided in this Agreement shall be paid to the Employees on the job where they are working on or before 4:30 P.M. on Friday.

Payment to show the name and address of the Employer, Employee's Name and Social Security Number, Regular and Overtime hours worked, all lawful deductions, and the net amount due to Employee. If the payday falls on a Holiday, payment shall be made on the workday which precedes such Holiday.

Wages of bargaining unit employees are to be increased three percent (3%) on January 1, 2001. The wage schedule shall be as follows:

	1-1-00	1-1-01
Heavy Vehicle Mechanic	\$19.86	\$20.46
Recycling & Waste Transfer Driver	\$18.01	\$18.55

ARTICLE XIV

LONGEVITY

Longevity will be paid for service at the landfill only according to the following schedule:

YEARS OF SERVICE IN BARGAINING UNIT	AMOUNT PER YEAR
3-4	\$200
5-9	\$300
10-14	\$400
15-19	\$500
20+	\$600

Longevity payments will be made once per year on the Employee's anniversary date.

ARTICLE XV

UNION DUES DEDUCTIONS

The monthly Union dues deduction amount for each Employee is calculated by doubling the Employee's regular hourly wage rate, rounding that sum to the nearest dollar, and then adding two dollars. The Employer shall deduct this monthly amount from the gross wages of each Employee on a weekly basis.

No deduction shall be made for any employees unless the Employee has deposited with the Employer his copy of an executed authorization form, which shall in no event be irrevocable for a period of more than one (1) year of the termination date of this Agreement whichever shall be less.

Executed copies of the authorization cards shall be kept on file by the Union and the Employer.

The Employer assumes no obligation with respect to the obtaining of authorization cards, it being understood that this is a duty and obligation of the Union.

Deductions shall be made in the first payroll period following the furnishing of authorization cards.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon authorization cards furnished by the Employees and/or Union.

ARTICLE XVI

HOSPITALIZATION AND MEDICAL BENEFITS

The hospitalization and medical benefits generally available to other Employees of the City shall be afforded to all full-time permanent Employees covered under this Agreement. Any personnel hired on a temporary or as needed basis and not hired as permanent Employees shall not be eligible for any hospitalization and medical benefits provided to full-time permanent Employees through this Agreement.

ARTICLE XVII

RETIREMENT

The Retirement plan generally available to other Employees of the Employer shall be afforded to all full-time Employees covered under this Agreement.

ARTICLE XVIII


DURATION

This Agreement is made effective January 1, 2000 and shall remain in full force and effect until the 31st day of December 2001. Written notice setting forth desired changes shall be given by either party not less than two (2) months prior to the expiration date. Notwithstanding the service of such notice, this Agreement shall remain in full force and effect until a new Agreement is reached.

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit 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.

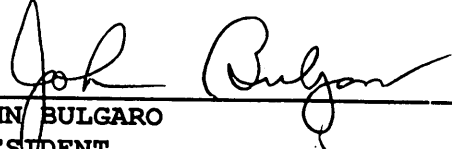
This Agreement shall be binding upon the successors, heirs and assignees of the parties hereto.

CITY OF ALBANY, NEW YORK


GERALD D. JENNINGS
MAYOR

DATED: 6/9/00

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 294


JOHN BULGARO
PRESIDENT

DATED: 6/8/00


JOHN KEARNEY
SECRETARY/TREASURER

DATED: 6/8/00

EXHIBIT "A"

Heavy Vehicle Mechanic Tool List

- 1 - Portable tool box, commercially manufactured for the mechanical industry, to safely and neatly store all the tools listed herein.
- 1 - Lockable rollaway-type cabinet on wheels to carry the portable tool box referenced above.
- 1 - 3/8" ratchet set
- 1 - 1/2" ratchet set
- 1 - 3/4" ratchet set up to 1" size sockets
- 1 - Set of combination hand wrenches 1/4" to 1 1/2"
- 1 - Set of Allen wrenches 3/64" through 3/16"
- 1 - Set of standard screwdrivers
- 1 - Set of Phillips screwdrivers
- 1 - Combination pliers
- 1 - Diagonal cutting pliers
- 1 - Needle-nose pliers
- 1 - Water pump pliers - Channel Lock
- 1 - Wire stripper/crimper pliers or combination tool
- 1 - Internal and external or combo Snap-ring pliers
- 1 - Vice Grips
- 2 - Combination adjustable wrenches 6" and 12"
- 1 - Pipe wrench 10" to 24"
- 1 - Oil Filter wrench
- 1 - Ball peen hammer 12 to 32 oz.
- 1 - Mechanic's hammer 3 to 6 lbs.
- 1 - Soft face hammer
- 4 - Flat Chisels 3/8" to 3/4"
- 2 - Taper punches 3/32" to 5/16"
- 2 - Drift pin punches 1/8" to 1/211
- 1 - Center punch
- 1 - O-ring pick
- 1 - Hacksaw
- 1 - File set - Mill-flat, round 1/2 round, triangular
- 1 - Flashlight
- 1 - Community Tester
- 1 - Circuit Tester
- 1 - Feeler Gauge
- 1 - 6" rule
- 1 - 6' tape
- 1 - Magnet
- 1 - Tubing cutter 1/2"
- 1 - Gasket scraper
- 1 - Inspection mirror
- 10 - 3/8" drive metric standard sockets 6mm to 15mm (6 or 12 pts)
- 1 - Set Hex (Allen) wrenches metric 2mm to 12mm
- 1 - Feeler Gauge set metric .05 to 1.00 mm in .05 mm gradations
- 1 - Set combination metric hand wrenches 6mm to 15mm