

E10443



THE CITY OF NEW YORK

OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705

<http://nyc.gov/html/olr>

JAMES F. HANLEY
Commissioner
PAMELA S. SILVERBLATT
First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: SANITATION OFFICERS
TERM: OCTOBER 1, 2000 TO APRIL 30, 2003

5/20/03

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations on behalf of the City of New York and the Sanitation Officers Association, Local 444 Service Employees International Union AFL-CIO, on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: MAY 13 2003

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: <u>03024</u>	DATE: <u>MAY 13 2003</u>

42 pages

SANITATION OFFICERS
2000 – 2003

Table of Contents

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION..... 2

ARTICLE II - DUES CHECKOFF 2

ARTICLE III - COMPUTATION OF BENEFITS 3

ARTICLE IV - SALARIES 3

ARTICLE V - HEALTH AND WELFARE BENEFITS 7

ARTICLE VI - TIME AND LEAVE, DEATH BENEFITS 11

ARTICLE VII - PERSONNEL AND PAY PRACTICES 12

ARTICLE VIII - PRODUCTIVITY AND PERFORMANCE..... 28

ARTICLE IX - LABOR MANAGEMENT COMMITTEE..... 29

ARTICLE X - GRIEVANCES 29

ARTICLE XI - NO STRIKES 33

ARTICLE XII - UNION ACTIVITY 33

ARTICLE XIII - FINANCIAL EMERGENCY ACT 33

ARTICLE XIV - APPENDICES 33

ARTICLE XV - SAVINGS CLAUSE..... 33

SANITATION OFFICERS ASSOCIATION

AGREEMENT entered into this 13th day of May 2003, by and between the City of New York (hereinafter referred to as the "Employer"), and the Sanitation Officers Association, Local 444, Service Employees International Union AFL-CIO, (hereinafter referred to as the "Union"), for the thirty-one month period from October 1, 2000 to April 30, 2003.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the bargaining unit set forth below, consisting of employees of the Employer, wherever employed, in the below listed titles, and in any successor title(s) that may be certified by the Board of Certification of the Office of Collective Bargaining to be part of the unit herein for which the Union is the exclusive collective bargaining representative:

Supervisor (Sanitation)
General Superintendent (Sanitation) (Level I)

Section 2.

Except as otherwise provided herein, for purpose of this Agreement, the terms "employees" and "officers" as used in this agreement shall mean only those persons in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.

- (a) The Union shall have the exclusive right to the checkoff and transmittal of dues on behalf of each employee in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Checkoff of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues."

- (b) An employee may consent in writing to the authorization of the deduction of dues from the employee's wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the employee.

Section 2.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

ARTICLE III - COMPUTATION OF BENEFITS

Since the basic forty-hour week has not been changed by this Agreement, any modification of standard charts and use of other tours shall not affect current standard practice for the computation of compensation for holidays, vacation days, annuity fund contributions and other relevant benefits, which shall remain on the basis of an eight-hour work day calculation.

ARTICLE IV - SALARIES

Section 1.

During the term of this Agreement, the following basic annual salary rates shall prevail for employees.

- (a) For employees in the title Supervisor (Sanitation) promoted prior to 7/1/89:

	Effective <u>10/1/00</u>	Effective <u>10/1/01</u>
Appointment	\$57,650	\$60,533
After 1 year	\$59,037	\$61,989
After 2 years	\$60,645	\$63,677
After 3 years	\$61,460	\$64,533
After 4 years	\$62,276	\$65,390
After 5 years	\$62,676	\$65,810

(b) For employees in the title Supervisor (Sanitation) promoted on or after 7/1/89 and prior to 11/1/91:

	Effective <u>10/1/00</u>	Effective <u>10/1/01</u>
Appointment	\$54,231	\$56,943
After 1 year	\$54,774	\$57,513
After 2 years	\$55,322	\$58,088
After 3 years	\$55,874	\$58,668
After 4 years	\$56,433	\$59,255
After 5 years	\$56,998	\$59,848
After 6 years	\$62,676	\$65,810

(c) For employees in the title Supervisor (Sanitation) promoted on or after 11/1/91:

	Effective <u>10/1/00</u>	Effective <u>10/1/01</u>
Appointment	\$51,879	\$54,473
After 1 year	\$52,397	\$55,017
After 2 years	\$52,921	\$55,567
After 3 years	\$53,450	\$56,123
After 4 years	\$53,985	\$56,684
After 5 years	\$54,524	\$57,250
After 6 years	\$62,676	\$65,810

(d) For employees in the title General Superintendent (Sanitation) (Level I) promoted prior to 7/1/89:

	Effective <u>10/1/00</u>	Effective <u>10/1/01</u>
Appointment	\$72,093	\$75,698
After 1 year	\$73,459	\$77,132
After 2 years	\$74,825	\$78,566
After 3 years	\$76,189	\$79,998

(e) For employees in the title General Superintendent (Sanitation) (Level I) promoted on or after 7/1/89:

	<u>Effective</u> <u>10/1/00</u>	<u>Effective</u> <u>10/1/01</u>
Appointment	\$65,211	\$68,472
After 1 year	\$65,476	\$68,750
After 2 years	\$65,805	\$69,095
After 3 years	\$66,135	\$69,442
After 4 years	\$76,189	\$79,998

Each employee shall progress one increment step in his rank annually on the anniversary date of his appointment to the class of position occupied.

Section 2. Uniform Allowance

A per annum Uniform Allowance shall be provided in accordance with existing standard procedures as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2000-2001	\$830
2001-2002	\$830
2002-2003	\$830

Section 3. Longevity Adjustment

The following annual longevity adjustments shall be paid to employees upon the completion of the specified number of years' service in the Sanitation Service of the Classified Service of the City:

Title

Supervisor (Sanitation)

General Superintendent (Sanitation)(Level I)

<u>Years of Service Completed</u>	<u>Effective</u>
After 5 years	10/1/00 \$1,288
After 10 years	\$1,882
After 15 years	\$2,330
After 20 years	\$3,480

The adjustment after the 10th year shall not be computed as salary for pension purposes until after completing 20 years of service. The adjustment after the 20th year shall not be computed as salary for pension purposes until after the completion of 25 years of service.

In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increase cost of changing the effective date of the pensionability of the above adjustments. Such negotiations will be commenced forthwith. If no agreement is reached, an impasse may be declared and subsequent mediation and the impasse proceeding, if any, shall in all respects be conducted on an expedited basis.

Section 4.

- (a) Paid Holidays - Each employee shall receive eleven (11) paid holidays annually, payment for which shall be made in accordance with existing procedures.
- (b) Sunday Work - An employee who works on a Sunday will receive two times his respective pro-rated hourly rate of pay for the hours actually worked.
- (c) Night Shift Differential - Employees shall receive a differential of ten percent of their daily rate of pay for work performed on a night shift. For the purposes of this Section, a night shift shall be any shift in which four (4) or more hours of the shift fall after 3:00 P.M. or before 7:00 A.M., except that any work performed for which any additional compensation is provided shall be excluded from this provision.

Section 5. General Wage Increase

- (a) (i) Effective October 1, 2000, Employees shall receive a rate increase of 5%.
- (ii) Effective October 1, 2001, Employees shall receive an additional rate increase of 5%.
- (b) The increase provided for in this Section 5 shall be calculated as follows:
 - (i) The increase in Section 5(a)(i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable title in effect on September 30, 2000; and
 - (ii) The increase in Section 5(a)(ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable title in effect on September 30, 2001.
- (c) The general increase provided in this Section 5 shall be applied to the base rates and salary grades fixed for the applicable titles.
- (d) Employees in the title Supervisor (Sanitation) promoted on or after 7/1/89 and prior to 11/1/91 shall be subject to the salary schedule set forth in Section 1(b) above. Employees in the title Supervisor (Sanitation) promoted on or after 11/1/91 shall be subject to the salary schedule set forth in Section 1(c) above. Employees in the title General Superintendent (Level 1) (Sanitation) promoted on or after 7/1/89 shall be subject to the salary schedule set forth in Section 1(e) above.

ARTICLE V - HEALTH AND WELFARE BENEFITS

Section 1.

- a. Security Benefit Fund - Effective October 1, 2000, the Employer further agrees to continue to provide the annual amount of \$1,125 for each incumbent employee, or the pro-rata share thereof for each employee employed during the term of this Agreement for a period less than the full term of this Agreement, for the purpose of furnishing certain supplementary benefits for the period of employment of such employee by the Employer during the term of this Agreement, all as provided for in a supplemental Agreement to be approved as to form by the Corporation Counsel. Effective January 1, 2003, the pro-rata annual contribution shall be increased to \$1,175 for each incumbent active employee only. Effective April 1, 2003, the pro-rata annual contribution shall be increased to \$1,365 for each incumbent active employee only. Effective April 30, 2003, the pro-rata annual contribution shall be increased to \$1,565 for each incumbent active employee only.

The payments as above indicated shall be remitted by the Employer to the Sanitation Officers Security Benefit Fund subject to the said supplemental agreement to be entered into between the Employer and the Union for the benefit of each employee and further subject to periodic audit by the Comptroller of the City of New York.

- b. Effective October 1, 2000, employees who have been separated from service subsequent to December 31, 1970, and who were covered by the Sanitation Officers Security Benefit Fund at the time of such separation pursuant to a separate agreement between the Employer and the Union shall continue to be so covered, subject to the provisions of Section 1(a) hereof, except that the respective increases provided in Section 1a. above shall not apply to retirees. Effective April 30, 2003, the pro-rata annual amount shall be increased to \$1,325 for each retiree. Contributions shall be made only for such time as said individuals are eligible to be primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the Employer through such Program.
- c. The Union agrees to provide welfare fund benefits to domestic partners of covered employees in the same manner as those benefits are provided to spouses of married covered employees.

Section 2. Annuity Fund

(a) Effective October 1, 2000, the City shall continue to contribute for each employee, on a twenty eight (28) day cycle basis, a pro-rata daily contribution for each working day for which such employee is paid by the City which amount shall not exceed \$1,785.24 per annum for each General Superintendent (Sanitation)(Level I) and \$1,693.89 per annum for each Supervisor (Sanitation) in full pay status in the prescribed twelve (12) month period. Effective January 1, 2003, the amount shall not exceed \$2,568.24 per annum per General Superintendent (Sanitation)(Level I) and \$2,476.89 per annum per Supervisor (Sanitation). Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a mutually agreed upon Compensation Accrual Fund pursuant to the terms of a supplemental agreement to be reached by the parties subject to the approval of the Corporation Counsel.

Section 3. Health and Hospitalization Benefits

(a) The Employer shall continue to provide a fully paid choice of health and hospitalization insurance plans for each employee, not to exceed 100% of the full cost of HIP-HMO on a category basis. There will be an annual reopening period during the term of this Agreement for active employees to exercise their choice among medical plans.

(b) Retirees shall continue to have the option of changing their previous choice of Health plans. This option shall be:

(i) a one time choice;

(ii) shall be exercised only after one year of retirement; and

(iii) can be exercised at any time without regard to contract periods.

The effective date of change to a new plan shall be the first day of the month three (3) months after the month in which the application has been received by the New York City Health Insurance Program.

Effective with the reopener period for Health Insurance subsequent to January 1, 1980 and every two years thereafter, retirees shall have the option of changing their previous choice of health plans. The option shall be exercised in accordance with procedures established by the Employer. The Union will assume the responsibility of informing retirees of this option.

(c) (i) Effective July 1, 1983 and thereafter, the Employer's cost for each employee and each retiree under age 65 shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the Blue Cross/GHI-CBP (21 day plan) payment for family coverage shall be equal to the HIP/HMO payment for family coverage.

(ii) If a replacement plan is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 3(c)(i), the Employer shall not bear the additional costs.

(iii) The City shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$30 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits.

The health insurance stabilization reserve fund shall be used: to provide a sufficient reserve; to maintain to the extent possible the current level of health insurance benefits provided under the Blue Cross/GHI-CBP plan; and, if sufficient funds are available, to fund new benefits.

The health insurance stabilization reserve fund shall be credited with the dividends or reduced by the losses attributable to the Blue Cross/GHI-CBP plan.

Pursuant to paragraph 7 of MLC Health Benefits Agreement, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contributions to the health insurance stabilization fund.

(d) In the event that there is a Citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate reconfiguration of this package which in no event will provide for costs in excess of the total costs of this Agreement as set forth herein. However, it is understood that the SOA will not be treated any better or any worse than any other Union participating in the Citywide or Program-wide Health Program with regard to increased health insurance costs.

Section 4. Health Care Flexible Spending Account

a. A flexible health care spending account shall be established after July 1993 pursuant to Section 125 of the IRS Code. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.

b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.

c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

Section 5. Supplemental Disability Benefits

(a) The City agrees to provide the following annual sums on November 1 of each year to the Sanitation Officer's Line of Duty Disability Fund:

<u>Year</u>	<u>Annual Amount</u>
FY 2001	\$61,762

The funds shall be utilized to provide line of duty disability benefits to Tier III and Tier IV members of the Union who receive disability benefits from the City Retirement System. Any Funds not utilized in one fiscal year can be carried over to the succeeding fiscal years.

(b) The City's liability shall cease and subsection (a) above shall be inoperative in the event that either (i) the State legislature enacts a material change which is greater than the current statutory disability benefits for Tier III and/or IV members or (ii) present members and or retirees of the Union become eligible, by legislation or otherwise, for benefits under the Workers Compensation Law. In

the event of the occurrence of either condition, any funds not expended by the Union or the Line of Duty Disability Fund shall revert to the City Treasury.

ARTICLE VI - TIME AND LEAVE, DEATH BENEFITS

Section 1. Sick Leave

Employees shall receive sick leave in accord with Chapter 551 of the Laws of 1962.

Section 2. Annual Leave

Each employee promoted to the title "Supervisor (Sanitation)" prior to November 1, 1992, and each employee in the title "General Superintendent (Sanitation)(Level I)" shall receive annual leave of twenty-seven (27) work days. Each employee promoted to the title "Supervisor (Sanitation)" on or after November 1, 1992, shall receive annual leave of twenty-five (25) work days for each of their first seven (7) years in said title, and after seven (7) years shall receive annual leave of twenty-seven (27) work days.

Section 3. Death-in-the Family Leave

Employees shall be entitled to four (4) working days off with pay in the event of a death in the immediate family. The family shall be defined for this purpose as spouse; natural, foster, or step-parent; child, brother or sister; father-in-law or mother-in-law; grandchildren; or any relative residing in the household.

Section 4. Special Excusals

Excused time accorded to other personnel employed by the Employer under circumstances such as excusals for the Dr. Martin Luther King, Jr. and the Senator Robert F. Kennedy funerals and the Moon Landing Observation Day shall be granted equally to employees covered by this Agreement. All compensating days off shall be subject to exigencies of the Employer.

Section 5. Line-of-Duty Death Benefit

In the event an employee dies because of a line-of-duty injury received during the actual and proper performance of sanitation service and directly resulting from a characteristic hazard of such service, through no fault of his own, a payment of \$25,000 shall be made from funds other than those of the Retirement System in addition to any other payment which will be made as a result of such death. Such payment shall be made to the beneficiary designated under the Retirement System or, if no beneficiary is so designated, to the estate of the deceased.

Section 6. Death Payment of Accrued Time

If an employee dies while employed by the Employer, his beneficiary designated under the Retirement System or, if no beneficiary is so designated, the deceased's estate shall receive payment in cash for the following as a death benefit:

- (i) All unused accrued leave up to a maximum of 54 days' credit.
- (ii) All unused accrued compensatory time earned subsequent to January 1, 1971 which is verifiable by official Department records up to a maximum of two hundred (200) hours.

ARTICLE VII - PERSONNEL AND PAY PRACTICES

Section 1. Hours.

(a) Effective July 1, 1989 every employee shall be scheduled to work 8 hour and 15 minutes shifts for a total of 41 hours and 15 minutes per work week. The additional 15 minutes shall be exclusive of Sundays and shall be scheduled for the beginning of the tour.

(b) The following shall be the normal shifts for all employees covered by this Agreement.

Garage Shifts - 8 to 4, 4 to 12, 12 to 8
Waste Disposal - 8 to 4, 4 to 12, 12 to 8
Normal Field Operations - 7 to 3, 4 to 12 shift
Night Plow Operations - 12 Midnight to 8 A.M.

(c) The above shift hours may be modified during an emergency by order of the Commissioner of the Department.

(d) The Employer reserves the right to reduce, add to or modify the above shifts when such changes shall be in the interest of providing more efficient service. The Union shall receive notice prior to such changes.

(e) The work week shall consist of 40 hours, consisting of five (5) eight (8) hour days, exclusive of Sundays.

Section 2. Sunday Work

(a) Assignment of Shifts

- (i) All regularly assigned night officers will retain their shift, except by mutual agreement.
- (ii) The highest ranking officer assigned to work on a Sunday shall work the day shift. If there is more than one officer in the highest ranking title so assigned, then, the most senior officer in that title shall work the day shift. This provision shall not apply if it requires an officer to work a double shift.

(b) Supervisor and General Superintendent (Level I) Roster - Sunday work shall be offered to every Supervisor and General Superintendent (Level I), on a rotation basis, according to previous Sundays worked, on a standardized Sunday Borough Roster. The Department shall have the right to select from District rosters in the order of standing thereon in making assignment on Sundays after holidays. In making such assignments, the Department shall rotate among districts within a zone.

(c) Transfers or Promotees - Officers transferred or promoted from one location to another, shall be slotted on the Sunday Borough Roster in accordance with the last Sunday they worked in their old location.

(d) New Officers - Newly appointed officers shall be slotted on the Sunday Borough Roster in accordance with their date of appointment. They will be slotted to work after all officers assigned to said location have worked on a Sunday which follows this officer's appointment date.

(e) Declination

- (i) With the exception of those officers on sick leave, military duty, LODI, or excused because of a death in the family, any officer requesting not to work on an assigned Sunday shall be charged with said Sunday and not be reassigned to work again until his name is reached in orderly sequence. Officers on vacation, long weekend or jury duty shall have the option to work or refuse to work on Sundays. If they work, they will be charged for said Sunday; if they refuse, they will not be charged with a refusal but will work when they return to duty. Officers on vacation, long weekend or jury duty shall not have the option to work on Sundays if such assignment is related to a special event.
- (ii) Officers on sick leave, military duty or LODI, or excused because of a death in the family, do not have the option to work on the said Sunday.
- (iii) If for any reason an officer is notified on Friday or thereafter to work a regular Sunday, he has the option to refuse without being charged, provided, that if all officers refuse, the original officer must work. However, if he accepts the assignment, he shall be charged and must take the shift that is available.

(iv) An officer due to work a Sunday who is out sick must work if he returns by Thursday. If he resumes Friday or Saturday, he will be scheduled to work the following Sunday, unless he notifies his location prior to Thursday of said resumption. If he resumes work after the Sunday he was due to work, he shall be charged with the Sunday.

(f) Emergency

(i) Any officer whose name does not appear on the Special Emergency list and is required to work on a Sunday due to an emergency, shall be called from his respective district list and shall be charged accordingly. All officers, except the District Superintendent, Garage Supervisor and Acting Night District Superintendent shall be called in regular rotation.

(ii) An officer cannot refuse to work in an emergency. A refusal will be subject to appropriate action according to the Code of Conduct.

(g) Non-Emergency - If officers are required to work on Sundays in non-emergency situations, they shall be called from their respective Borough lists and charged accordingly.

(h) Posting - In the Bureau of Cleaning and Collection a Sunday Borough Roster shall be posted at each District Location. In the Bureau of Waste Disposal a Sunday Roster shall be posted at each location. Sunday assignments shall be posted on the bulletin board at these locations on the Monday preceding the said Sunday.

(i) Mutuals - No officer will be permitted to exchange Sundays for any reason at any time.

(j) There shall be a special emergency list established in each Sanitation District. Such list shall be used on a priority basis for employees called in during an emergency. There shall be no less than 30% of the employees so assigned. Assignment to such a "Special Emergency List" shall be made annually during the month of November, in accordance with this Subsection (j). Such work shall not affect an employee's position on the regular Sunday and Holiday work rotation list. The employee who signs for such "Special Emergency List" must call his work location during any snow alert. If the employee is not at home during a snow alert and the employer calls his home, whoever answers the call must contact the employee. The employee will not have the right to refuse to report to work. The provisions of this Subsection (j) shall apply only to those districts having a list of 30% or more employees so assigned. If this number is not obtained, no list shall be posted. The location will then use the regular established Sunday and Holiday list for personnel for emergencies. However, the provisions of this Subsection (j) which pertain to reporting when contacted during emergencies shall apply to the regular list during such emergencies.

Section 3. Vacations

- (a) Vacations shall be taken in accordance with the Department's vacation order promulgated each year. Changes in such order that affect employees herein shall be mutually agreed upon by the Union and the Department prior to the promulgation of such order.
- (b) In the event that an officer is hospitalized due to illness or injury on vacation, the Chief Medical Officer shall terminate the officer's vacation and place him on sick leave.
- (c) When on vacation, an officer shall have the option to work as many charts that come due him during his vacation period. If he works, he will be charged, if he refuses, he will not be charged with a refusal but will make up charts missed when he returns to duty. An officer on vacation does not have the option to work his chart if his assignment is related to a Special Event.

Section 4. Holiday Work

(a) Assignments of Shifts

- (i) All regular assigned night officers will retain their shift, except by mutual agreement.
 - (ii) The highest ranking officer assigned to work a holiday shall work the day shift. If there is more than one officer in the highest ranking title so assigned, then, the most senior officer in that title shall work the day shift. This provision shall not apply if it requires an officer to work a double shift.
- (b) Supervisor and General Superintendent (Level I) Roster - Holiday work shall be assigned to Supervisors and General Superintendents (Level I) initially according to previous holiday work on a rotating basis on a Standard Borough Roster.
- (c) Transfers or Promotees - Officers transferred or promoted from one location to another shall be slotted on the Holiday Borough Roster in accordance with the last holiday worked in their old location.
- (d) New Officers - Newly appointed officers shall be slotted on the Holiday Borough Roster in accordance with their date of appointment. They will be allotted to work after all officers assigned to said location have worked a holiday following this officer's appointment date.
- (e) Declination - No officer can decline to work a holiday when he is so scheduled. This includes Chart Day but does not include Sick, LODI, Vacation or DIF.

(f) Emergency

- (i) Any officer working a holiday for any reason, and paid for same, shall not get credit for a holiday worked on the regular list and shall work the next regular holiday.
- (ii) In the event that this holiday is Christmas Day, he shall work on the next regular holiday after New Years Day.

NOTE: The only exception would be if all officers worked on Christmas Day. In this case an officer would work both Christmas and New Year's Day.

(g) Christmas or New Years Day Falling on a Sunday - Any officer who works a Christmas Day, which falls on a Sunday, or a New Years Day, which falls on a Sunday, shall be charged for Sunday work on the Sunday Borough Roster and credited with working a Christmas or New Year's Day on the Holiday Borough Roster (in the remarks column) but shall not be charged with working a holiday. Any officer who previously worked on a Christmas Day or a New Years Day may refuse to work on a Christmas Day or a New Years Day which falls on a Sunday and shall not be charged for refusal to work on said Sunday. However, if all officers refuse to work on a Christmas Day, which falls on a Sunday, the assignment shall go to the next officer on the Sunday Borough Roster who had not previously worked on a Christmas Day. The same procedure shall apply to New Years Day falling on a Sunday.

On a Monday following a Christmas or New Years Day falling on a Sunday, the Holiday Borough Roster shall be used in making assignments. However, if an officer has worked on a Christmas Day falling on a Sunday and is due to work on the following Monday, he shall be excused and instead work on the Monday following New Years Day. If an officer has worked on a New Years Day falling on a Sunday and is due to work on the following Monday, he shall be excused and instead work on the next holiday.

This option, permitting an officer who works on a Christmas Day or New Year's Day falling on a Sunday to be excused from working on the following Monday, shall not apply to an officer who has worked a Christmas Day or New Years Day in a previous year.

(h) Posting - In the Bureau of Cleaning and Collection a Holiday Borough Roster shall be posted at all District Locations. In the Bureau of Waste Disposal a Holiday Roster shall be posted at all locations. Specific holiday assignments shall be posted on the bulletin boards at these locations one week in advance of said holiday.

(i) Mutuals - No officer will be permitted to exchange Holidays for any reason at any time.

(j) Christmas Day - No officer shall be required to work Christmas Day more than once until each officer on the Borough Roster has worked on that particular holiday. This holds true whether the holiday is a paid holiday or a regular holiday.

(k) New Years Day - No officer shall be required to work New Years Day more than once until each officer on the Borough Roster has worked on that particular holiday. This holds true whether the holiday is a paid holiday or a regular holiday.

(l) Except in an emergency, an officer whose scheduled chart day falls on a holiday he is scheduled to work, may be given the option of having a different chart day or receiving compensatory time off on an hour for hour basis. The alternative chart day shall be designated solely by the Borough Superintendent or his alternative.

Section 5. Lunch Periods

The daily lunch period shall consist of thirty minutes.

Section 6. Transfers

(a) Seniority

- (i) Full seniority in title will prevail on all voluntary transfers in the Bureau of Cleaning and Collection in the following titles:

Supervisor - General Superintendent (Level I)

- (ii) Transfer requests from General Superintendents (Level I) shall be for Borough Command only. General Superintendents (Level I) requesting transfers shall submit them in the following manner, specifying from 1 to 3 choices:

- A. Borough Command
- B. Night Borough Superintendent
- C. Waste Disposal (be specific).

The Borough Superintendent with the approval of the Chief of Staff can assign a General Superintendent (Level I) to any appropriate duties within the bounds of the Borough Command with the following exception:

Night Borough Superintendent shall be assigned in accordance with seniority, subject to a six month trial period during or at the end of which that Night Borough Superintendent may be transferred to another position within the Department if in the sole judgment of the employer, he is unqualified.

Supervisors will be required to submit transfer requests in the following manner, specifying from 1 to 3 choices:

- A. District Command (any section or R.O. assignment except Garage Supervisor).
- B. Section (indicate specific section number).
- C. Garage assignment (indicate specific shift).
- D. N.D.S. (indicate specific district)
- E. Waste Disposal (indicate specific location).

(iii) Request for transfer to the Bureau of Waste Disposal in the Fresh Kills Marine Unloading Facility shall be honored in the following manner:

- A. Employees assigned to the Bureau of Waste Disposal may be given first priority on submitted transfers.
- B. Bureau of Waste Disposal employees may be given first priority upon promotion to existing vacancies.
- C. Full seniority will prevail on all other voluntary transfers to the Bureau of Waste Disposal in the following manner:
 - 1. General Superintendents (Level I) may submit transfers only to the Divisions in Waste Disposal (Marine Unloading, Marine Transfer Stations, Land Fills).
 - 2. Supervisors may submit transfers to specific locations within the Bureau of Waste Disposal.
 - 3. Seniority shall not be a criterion for transfer to dispatcher or other specialized position.
 - 4. All transfers made to Marine Unloading in accordance with Subsection (a)(iii) of this Section shall be subject to a six month trial period during or at the end of which the transferred officer may be transferred to another position within the Department if, in the sole judgment of the Employer, he is unqualified.

(b) Application - The following procedure shall be followed when submitting transfer applications:

- 1. The officer requesting a transfer shall submit his request in writing on the appropriate form provided by the Employer to the First Deputy Commissioner or his designee.
- 2. The Employer shall furnish the employee requesting a transfer a dated receipt which shall be his record of the transfer request.

(c) Involuntary Transfers - Supervisor

When in the interest of the Employer involuntary transfers of officers in the above title are to be made, the Employer shall notify and consult with the Union one week prior to the physical implementation of such transfers.

(d) Officially Submitted - Transfer must be officially submitted at least two (2) weeks prior to the original official date of promotion, or in the absence of promotions, two (2) weeks prior to date of transfers, or they will not be honored until the next transfer.

NOTE: To be officially submitted, the officer must receive a receipt. The date on said receipt shall be the guide as to the two (2) week gap.

(e) Rotating Superintendents - Involuntary Transfer

Rotating Superintendents who have continuously served as Rotating Officer 12 or more consecutive months in the same Borough Command may be transferred involuntarily to any location in the City where a vacancy exists for which there is no request for a transfer pending. This provision shall not apply to a Rotating General Superintendent who has requested a command.

Section 7. Job Assignment

(a) (i) In those districts that have a 12 midnight to 8:00 AM yearly operation, the Department will offer these positions to employees for voluntary transfers. Seniority will prevail on all such transfers. The Department will assign the current 12 - 8 field officer to this position should an officer (supervisor) be presently assigned. All further assignments will be made by voluntary transfer. However, should the Department discontinue staffing the 12:00 midnight to 8:00 AM shift, the officer will be reassigned as rotating officer in assigned district. Nothing in this subsection will impair the Department's right to create, maintain, or abolish shifts as it, in its sole discretion, may determine to be necessary.

(ii) Shifts - Normally the following assignments will be in effect:

4 to 12 ANDS - Supervisor
4 to 12 Garage - Supervisor
12 to 8 Garage - Supervisor
8 to 4 Garage - Supervisor
Day Section - Supervisor

(iii) In those districts that may require special cleaning for events (i.e. the Democratic National Convention etc.) a special cleaning officer may be assigned. The assignment will be offered on a seniority basis among the district's rotating officers. In the

absence of volunteers, the junior rotating officer shall be assigned. The rotating officer assigned as the special cleaning officer shall, for the purpose of this agreement, become the most senior rotating officer. Should insufficient district rotating officers be available, the cleaning assignment will be offered first to rotating officers within the respective borough, then on a citywide basis. The District Superintendent, after one week, shall have the right to reassign the special cleaning officer if in his judgement, subject to the following review, said officer is unable to perform to his satisfaction. The District Superintendent will notify the union forty-eight (48) hours prior to any such reassignment, except when ordered by the First Deputy Commissioner or his designee. The Borough Commissioner, or his designee, shall make himself available within said forty-eight (48) hours to mediate such reassignments if challenged.

(b) Time Between Shifts

- (i) A minimum of eight (8) hours must be given between any shift change, except that short shifts shall be permitted when employee swings from Sunday P.M. to Monday A.M.
- (ii) Under no circumstances shall any officer work a double shift. Should this situation arise, then the next low seniority officer will relieve the vacated shift. (Except on a voluntary basis.)
- (iii) Under no circumstances shall the eight (8) hour rule be applied to the same officer twice consecutively.

Example: 4 to 12 on Monday - 8 - 4 on Tuesday
12 to 8 on Wednesday.

(c) Span of Control

- (i) When any equipment is assigned to functional operations, an officer must be assigned for supervision.
- (ii) One (1) officer for six (6) collection trucks shall be assigned on both the day and night shifts.
- (iii) Notwithstanding the provisions set forth in Subsection (ii) above, the Commissioner of the Department of Sanitation or his designee shall have the absolute right to change the ratio of officers to collection trucks as set forth in Subsection (ii).
- (iv) No additional officer will be assigned on nights if there are six (6) or less pieces of equipment assigned within the district.

- (v) When overtime is ordered, all provisions of this section remain in effect.

(d) Out of District

- (i) In the absence of volunteers, out of district assignments shall be given to the Junior Rotating Supervisor assigned on days. Junior Rotating Supervisor with prior night shift relief assignment that day shall be excluded.
- (ii) When a Supervisor is to be detached, the Rotating Supervisor shall take the assignment. If there is more than one Rotating Supervisor, the Junior Rotating Supervisor will take the assignment. If no rotating Supervisor is available, the Junior Section Supervisor assigned for day work will be assigned.
- (iii) Under no circumstances shall the regularly assigned Garage Supervisor be detached.
- (iv) Under no circumstances shall a Supervisor who is detached (on a daily basis) be assigned to night work, unless said location has no Supervisor working on the day line. This rule does not include the assigned Garage Supervisor.
- (v) A newly promoted officer assigned to a district or any other location, shall not be assigned out of his location for a period of four (4) weeks from the date of his physical assignment.
- (vi) If an officer is to be detached for more than one (1) week or for an indefinite period, he shall work night reliefs, or any other assignments in accordance with his seniority at detached locations.
- (vii) If any officer is detached for sixty (60) days or more he should be placed on the Sunday and Holiday Roster at the detached location in accordance with the last Sunday or Holiday he worked.
- (viii) If the least senior day officer is required to work a night shift in another district, he cannot bump the regularly assigned relief officer working in his district, that night.
- (ix) Officers assigned to work out of zone will have four (4) hours of compensatory time added to the book on the first day that such work is performed in each zone.
- (x) In the absence of volunteers from among Rotating Supervisors, when two or more Rotating Supervisors are temporarily assigned at the same time to new locations, seniority as among themselves shall prevail as to assignment location and shift. When Rotating Officers are not available, this provision shall also apply to Section Supervisor.

(e) Night Relief

- (i) In the absence of volunteers from among Rotating Supervisors, night reliefs shall be handled by the three Junior Rotating Supervisors in each payroll location (see xii of this Subsection.)
- (ii) This is re-adjusted when Night Plow begins and when Night Plow is over.
- (iii) In the event of transfers, promotions or similar personnel changes, the designation of the three Junior Rotating Supervisors will be re-evaluated.
- (iv) After establishing the three Junior Rotating Supervisors, they will pick the relief of their choice by seniority.
 - A. This applies only to the basic relief and does not apply to any additional reliefs which might come up.

NOTE: Basic reliefs are 4/12 G - 12/8 G - 12/8 Field - and NDS.

- B. In the event that the fourth man must make a relief, he does not have any choice of shift.
- (v) District night reliefs shall be filled by a Rotating Supervisor. When no Rotating Supervisor is available, the section supervisor with the least seniority shall be assigned to night relief. When more than one section supervisor is available, the section supervisor with the least seniority shall make no more than two reliefs. Reliefs, thereafter, also limited to two reliefs per section supervisor, shall be made in the inverse order of seniority.
- (vi) Each of these three (3) must make a minimum of two (2) reliefs within a one week period, before the number four (4) man is used for relief.
- (vii) If the number four (4) man is used, he must make two (2) reliefs before the fifth man is used, etc.
- (viii) If regular night shift Supervisor goes Sick, Vacation, etc., he will be replaced by the Junior Rotating Supervisor, unless a senior Rotating Supervisor volunteers for said assignment. If no Rotating Supervisor is available, he will be replaced by the Junior Section Supervisor.
- (ix) The Assistant to the NDS is assigned to Junior Rotating Supervisor, regardless of the number of nights he works at this assignment.

- (x) Once a Rotating Supervisor works as Assistant to the NDS for two (2) nights or more, he will not make any other regular reliefs, except when there are no other Rotating Supervisor available.
- (xi) When the NDS is absent more than one day in any week, exclusive of chart day, he shall be replaced by the Junior RO Supervisor. If no RO Supervisor is available, he shall then be replaced by the Junior Day Supervisor.
- (xii) The regular Day Garage Supervisor shall not be used to replace the NDS at any time regardless of seniority.
- (xiii) A newly appointed Rotating Supervisor shall not be assigned on nights for a period of two (2) weeks from the date of his physical assignment to his specific location.
- (xiv) If an officer works on the same shift for four (4) or more nights per week he shall be treated as if he had a steady shift.
- (xv) A Rotating Supervisor who volunteers for any shift during snow plow season cannot voluntarily change that shift. A Rotating Supervisor who is involuntarily assigned a shift during snow plow season, may change his shift if a less senior Rotating Supervisor is assigned to the district.
- (xvi) Where mechanical broom depots are assigned to a district, rotating Supervisors in such district shall be assigned reliefs in such depots. When rotating supervisors are not available, reliefs will be assigned to low section Supervisors. Where mechanical broom depots are assigned to a Borough, rotating Supervisors in such Borough shall be assigned reliefs in such depots.
- (xvii) Where an officer is assigned to the 12 midnight to 8 a.m. shift in a Borough and must be relieved, rotating officers in that Borough will make the relief.
- (xviii) If a rotating Supervisors or section Supervisor replaces a regular night shift officer while on vacation, sick, etc. and the assignment includes part of a week, these nights will be considered a relief.

(f) Officer Replacement

- (i) Garages/Sections/Cleaning/Household Bulk - Where vacancies are expected in garage, section, cleaning or household bulk officer assignments that are in excess of one week, due to illness, vacation, terminal leave etc., the vacancy shall be filled by seniority from among the Rotating Supervisors in the district. The Rotating Supervisor so assigned shall be locked into the vacant position until the incumbent returns or transfers are made. However, once each calendar year, on a date set by the Department of Sanitation, locked-in Rotating

Supervisor assignments shall be adjusted, within each district, on the basis of seniority, among the Rotating Supervisors in that district.

When no Rotating Supervisor is available to fill a different assignment (i.e. nights, out-of-town etc.), the locked in Rotating Supervisor will be given such assignment before an assigned Section Supervisor, regardless of seniority. In the event there is more than one locked in Rotating Supervisor in said district, seniority among affected supervisors shall prevail.

Locked in Rotating Supervisors assigned to a garage position will have the same assignment privileges as an assigned Garage Supervisor.

- (ii) Marine Transfer Station - When an 8 to 4 Marine Transfer Station Supervisor vacancy occurs, and the Department decides to fill such vacancy with an officer as defined herein, it shall be filled by seniority with preference given to the Officers assigned to Marine Transfer Stations.

(g) Notification

- (i) Officers assigned shifts will be posted at the beginning of each week for the period of Monday to Saturday inclusive.
- (ii) These assignments shall be changed only in the event of an emergency such as unexpected Sick, etc. When such changes are made, officers will be given twenty-four (24) hours notice where possible.

(h) Replacing General Superintendent (Level I)

- (i) General Superintendent (Level I) shall be replaced by Rotating Superintendent in the Borough. When no Rotating Superintendent is available, a Supervisor of the district involved will be given the assignment.
- (ii) Night Borough Superintendent shall be replaced with Rotating Superintendent in the Borough. Should the NBS and the Day District Superintendent be absent on the same day, priority shall be given to replace the Night Borough Superintendent.
- (iii) Chart days shall be rotated for Night Borough Superintendents.
- (iv) If a Night District Superintendent is used to replace the Night Borough Superintendent, on his chart day, the Borough Superintendent shall, subject to individual determinations, make every effort to rotate his assignment between all the Districts in his command.

Section 8. Working Conditions

- (a) The employer shall make reasonable efforts to provide employees with sanitary washing and toilet facilities including hot and cold running water, toilet paper, paper towels, proper lighting, ventilation, and adequate locker space.
- (b) An ample supply of potable drinking water shall be available to all employees in their respective work locations.

Section 9. Parking

The Department shall make reasonable efforts, without liability to the city, at locations where parking is provided on Department property for Sanitation employees and sufficient space is available for all employees, to provide an adequate area for supervisors parking. Should insufficient space be available for all employees, parking will be proportionately distributed. This expressed intent of the Department does not imply or express any obligation or commitment on the part of the City and/or Department to make available any such locations or parking facilities. Where such property is provided and so designated for this purpose, the City shall not be obligated to maintain it for parking. The Department and/or the City need not continue to provide such property for parking when the Department and/or the City, in their discretion, decides to make different use of such property. This provision shall not be subject to the grievance/arbitration procedure.

Section 10. Transportation

- (a) Any field officer who requires transportation in order to carry out his assignment shall be furnished such transportation by the Employer. Except in an emergency, officers, when engaged in routine supervisory assignments, will not be transported in a vehicle not designed primarily for transportation.
- (b) All vehicles so assigned must conform with all Employer safety regulations.
- (c) In the event no vehicle is available and transportation is required, the officer shall be reimbursed by the Employer for any money spent on public transportation. No officer shall use a private vehicle for official transportation during working hours, under any circumstances.

Section 11. Rights of Officers

- (a) Whenever an officer is called by any other agency of government for interrogation, he shall be notified of his right to counsel and of Union representation. The officer shall be called whenever possible during his regular shift assignment. In the event the proceedings go beyond his normal working hours, the officer shall be compensated in accordance with the overtime provisions negotiated with the City of New York.

(b) When the presence of an officer who is assigned to a night shift is required to appear as a complainant at a Department proceeding, every effort will be made to schedule such proceeding during said officer's normal shift assignment hours. In any event, there shall be no diminution of said officer's income by reason of such required appearance.

Section 12. Summonses

(a) No officer shall be required to act as or perform the duties of a peace officer except in connection with the enforcement of Health Code, Administrative Code and Alternate-Side-of-the-Street Parking regulations which the Department is, by law, required or authorized to enforce.

(b) The Employer shall not maintain a quota system whereby an officer is required to issue a specific number of summonses for violations of Health Code, Administrative Code or Alternate-Side-of-the-Street Parking regulations.

Section 13. Grievance Arbitration Hearings

Individual employee grievants shall be granted leave with pay for such time as is necessary to testify at arbitration hearings.

Leave with pay shall be granted to three (3) employees who are named grievants in a group arbitration proceeding, for such time as is necessary for them to testify at their group arbitration hearings.

Leave with pay for such time as is necessary to testify at their hearings shall be granted to employees who, after final adjudication of proceedings under Section 210 paragraph 2h of the Civil Service Law are determined not to have been in violation of Section 210.

Section 14. Interest

(a) Interest on wage increases shall accrue at the rate of three (3%) per annum from one hundred-twenty (120) days after execution of the applicable contract or one hundred-twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment.

(b) Interest on shift differentials, holiday and overtime pay, shall accrue at the rate of three percent (3%) per annum from one hundred-twenty (120) days following their earning or one hundred-twenty (120) days after the execution of this Contract, whichever is later, to the date of actual payment.

(c) Interest accrued under (a) or (b) above shall be payable only if the amount due to an individual employee exceeds five dollars (\$5).

Section 15. Return to Service-Laid Off Employees.

A laid off employee who is returned to service in the employee's former title or in a comparable title from a preferred list, shall receive the basic salary rate that would have been received by the employee had the employee never been laid off, up to a maximum of two (2) years of general salary increases.

Section 16. Lump Sum Payments for Leave Entitlement

Where an employee has an entitlement to accrued annual leave and/or compensatory time, and the City's fiscal condition requires employees who are terminated, laid off or who choose to retire in lieu of layoff be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the employer shall provide a monetary value of accumulated and unused annual leave and/or compensatory time allowances standing to this credit in a lump sum. Such payment shall be in accordance with the provisions of Executive Order 30, dated June 24, 1975.

Where an employee has an entitlement to terminal leave and the City's fiscal situation requires that employees who are terminated, laid off or retire be removed from the payroll on or before a specific date, or where an employee reaches the mandatory retirement age, the employer shall provide a monetary lump sum payment for terminal leave in accordance with the provisions of Executive Order 31, dated June 24, 1975.

Section 17. Terminal Leave, Commencement of

Effective July 1, 1977, any employee applying for either ordinary or line-of-duty disability retirement, shall begin to receive all of his accrued time, including accrued vacation, compensatory time, terminal leave and any other accrued leave, as of the date he submits a disability retirement application.

Section 18. Performance Compensation

The City acknowledges that each of the uniformed forces performs an important service that reflects the diverse missions of the City's uniformed agencies. In order to reward service of an outstanding, exceptional nature, each of the uniformed agencies will establish a performance compensation program to recognize and reward such service, tailored to the unique missions of the individual uniformed agency.

The parties agree that additional compensation may be paid to employees performing outstanding, exemplary, difficult and/or unique assignments. The City will notify and discuss with each affected union of its intent to pay such additional compensation and the individuals to be compensated.

The criteria for the granting of performance-based compensation shall be based upon outstanding performance in the work assigned, and/or performance of unique and difficult work.

The performance-based compensation payments provided for in this section shall be one-time, non-recurring cash payments subject to applicable pension law. An employee can receive no more than one payment annually.

This provision shall not affect any existing productivity programs covered in any existing collective bargaining agreements. Nor shall this provision be construed to waive any obligation of the City to negotiate over future productivity programs as required by applicable law.

ARTICLE VIII - PRODUCTIVITY AND PERFORMANCE

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness the parties hereby agree to the following terms:

Section 1. Performance Levels

- (a) The Union recognizes the Department of Sanitation's right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees. For the purpose of this Section the Union may, under Section 1173-4.3b of the New York City Collective Bargaining Law, assert to the Department of Sanitation and/or the Board of Collective Bargaining during the term of this agreement that the Department of Sanitation's decisions on the foregoing matters have a practical impact on employees, within the meaning of the Board of Collective Bargaining's Decision No. B-9-68. The Department of Sanitation will give the Union prior notice of establishment and/or revision of performance standards or norms hereunder.
- (b) Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2. Supervisory Responsibility

The Union recognizes the Department of Sanitation's right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions. For the purposes of this Section, the Union may, under Section 1173-4.3b of the New York City Collective Bargaining Law, assert to the Department of Sanitation and/or the Board of Collective Bargaining during the term of this agreement that the Department of Sanitation's decisions on the foregoing matters have a practical impact on employees, within the meaning of the Board of Collective Bargaining Decision No. B-9-68. The Department of Sanitation will give the Union prior

notice of establishment and/or revision of standards of supervisory responsibility hereunder. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

ARTICLE IX - LABOR MANAGEMENT COMMITTEE

Section 1.

The Employer and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor-management committee.

Section 2.

The labor-management committee shall consider and recommend to the agency head changes in working conditions of the employees within the agency who are covered by this Agreement. Matters subject to the Grievance Procedure shall not be appropriate items for consideration by the labor-management committee.

Section 3.

The labor-management committee shall consist of six members who shall serve for the term of this Agreement. The Union shall designate three members and the agency head shall designate three members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each member may designate one alternate. The Committee shall select a chairman from among its members at each meeting. The chairmanship of the committee shall alternate between the members designated by the agency head and the members designated by the Union. The committee shall make its recommendations to the agency head in writing.

Section 4.

The labor-management committee shall meet at the call of either the Union or the Employer members at times mutually agreeable to both parties. At least one week in advance of a meeting the party calling the meeting shall provide to the other party, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to all members of a committee.

ARTICLE X - GRIEVANCES

Section 1. Grievance Representation

- (a) There shall be one shop steward designated by the Union for each of the eleven zones in the Department plus one shop steward for waste disposal.

- (b) There shall be one shop steward designated by the Union for each district and he shall have the right to present grievances to the supervisor in charge of the location to which he is assigned.
- (c) District Shop Stewards will not be assigned to night work on the nights when Union meetings are scheduled.

Section 2. Grievance Procedure

(a) Definition: The term "grievance" shall mean:

(A) A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;

(B) A claimed violation, misinterpretation or misapplication of the rules or regulations, written policy or orders of the Employer applicable to the agency which employs the grievant affecting the terms and conditions of employment; provided, disputes involving the Rules and Regulations of the City Personnel Director shall not be subject to the Grievance Procedure or arbitration;

(C) A claimed assignment of employees to duties substantially different from those stated in their job specifications; and

(D) A claimed improper holding of an open competitive rather than a promotional examination.

(b) The Grievance Procedure, except for paragraph (D) of Subsection (a), shall be as follows:

Step 1. The employee and/or the Union shall present the grievance verbally or in the form of a memorandum to the person designated for such purpose by the agency head no later than 120 days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the third work day following the date of submission.

Step 2. An appeal from an unsatisfactory determination at Step 1 shall be presented in writing to the person designated by the agency head for such purpose. The appeal must be made within five (5) working days of the receipt of the Step 1 determination. A copy of the grievance appeal shall be sent to the person who initially passed upon the grievance. The person designated to receive the appeal at this Step shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing to the employee and/or the Union by the end of the tenth work day following the date on which the appeal was filed.

Step 3. An appeal from an unsatisfactory determination at Step 2, shall be presented in writing to the agency head or his designated representative. The appeal must be made within five (5) working days of the receipt of the Step 2 determination. The agency head or his designated representative, if any, shall meet with the employee and/or the Union for review of the grievance and shall issue a determination in writing by the end of the tenth work day following date on which the appeal is received.

Step 4. An appeal from an unsatisfactory determination at Step 3 shall be presented by the employee and/or the Union to the Commissioner of Labor Relations, in writing, within ten (10) working days of the receipt of the Step 3 determination. Copies of such appeal shall be sent to the agency. The Commissioner of Labor Relations or his designee shall review all appeals from Step 3 determinations and shall answer such appeals within ten (10) working days following the date on which the appeal was filed.

Step 5. An appeal from an unsatisfactory determination at Step 4 may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within fifteen (15) working days of receipt of the Step 4 determination. In addition, the Employer shall have the right to bring directly to arbitration any dispute between the parties concerning any matter defined herein as a "grievance." The Employer shall commence such arbitration by submitting a written request therefore to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accord with Title 61 of the Rules of the City of New York. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The determination or award of the arbitrator shall be final and binding in accord with applicable law and shall not add to, subtract from or modify any contract, rule, regulation, written policy or order mentioned in Subsection (a) of this Section.

(c) As a condition to the right of the Union to invoke impartial arbitration set forth in this Section, including the arbitration of a grievance involving a claimed improper holding of an open-competitive rather than a promotional examination, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee or employees and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

(d) Any grievance of a general nature affecting a large group of employees and which concerns the claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this agreement shall be filed at the option of the Union at Step 3 of the Grievance Procedure, without resort to previous steps.

(e) If grievances covering the same issue are filed by two or more employees without the aid or assistance of the Union, the determination of the first two of such grievances shall be dispositive of the remainder of such grievance.

(f) If a determination satisfactory to the Union at any level of the Grievance Procedure is not implemented within a reasonable time, the Union may re-institute the original grievance at Step 3 of the Grievance Procedure; or if a satisfactory Step 3 determination has not been so implemented, the Union may institute a grievance concerning such failure to implement at Step 4 of the Grievance Procedure.

(g) If the Employer exceeds any time limit prescribed at any step in the Grievance Procedure, the grievant and/or the Union may invoke the next step of the procedure, except, however, that only the Union may invoke impartial arbitration under Step 4.

(h) The Employer shall notify the Union in writing of all grievances filed by employees, all grievance hearings, and all determinations. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

(i) Each of the steps in the Grievance Procedure, as well as time limits prescribed at each step of this Grievance Procedure, may be waived by mutual agreement of the parties.

(j) All grievances as defined in Section 2(a)(C) shall be submitted only in writing. In no event shall any monetary award cover any period prior to the date of filing of the Step 1 grievance.

(k) (i) Any grievance relating to a claimed improper holding of an open-competitive rather than a promotional examination shall be presented in writing by the employee or the Union representative to the Commissioner of Labor Relations not later than thirty (30) days after the notice of the intention to conduct such open-competitive examination, or copy of the appointing officer's request for such open-competitive examination, as the case may be, has been posted in accordance with Section 51 of the Civil Service Law. The grievance shall be considered and passed upon within ten (10) days after its presentation. The determination shall be in writing, copies of which shall be transmitted to both parties to the grievance upon issuance.

(ii) A grievance relating to the use of an open-competitive rather than a promotional examination which is unresolved by the Commissioner of Labor Relations may be brought to impartial arbitration as provided in Subsections (b) and (c) above. Such a grievance shall be presented by the Union, in writing or arbitration within 15 days of the presentation of such grievance to the Commissioner of Labor Relations, and the arbitrator shall decide such grievance within 75 days of its presentation to him. The party requesting such arbitration shall send a copy of such request to the other party. The costs and fees of such arbitration shall be borne equally by the Employer and the Union.

(1) The grievance and the arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court. This Section shall not be construed in any manner to limit the statutory rights and obligations of the Employer under Article XIV of the Civil Service Law. This section shall not be construed in any manner to limit the statutory rights and obligations of the Employer. The sole remedy for alleged violations of this Collective Bargaining Agreement shall be a grievance pursuant to Article X of this Agreement. Any employee who withholds services as a means of redressing or otherwise protesting alleged violations of this Collective Bargaining Agreement shall be docked pay for any unauthorized non-performance of work and may be subject to any appropriate disciplinary action.

ARTICLE XI - NO STRIKES

In accord with the New York City Collective Bargaining Law, as amended, neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement.

ARTICLE XII - UNION ACTIVITY

Time spent by employee representatives to conduct labor relations with the City on union activities shall be governed by the terms of Mayor's Executive Order No. 75, as amended March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and its Employees and on Union Activity." No employee shall otherwise engage in Union activities during the time he is assigned to his regular duties.

ARTICLE XIII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are modified by and subject to any applicable provisions of law, including the New York State Financial Emergency Act for the City of New York, as amended.

ARTICLE XIV - APPENDICES

The Appendix or Appendices, if any, attached hereto and initialed by the undersigned shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XV - SAVINGS CLAUSE

Section 1.

In the event that any provisions of this Agreement are found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions thereof.

Section 2.

This Agreement expresses all agreements and understandings between the parties and no other agreement, understanding or practice shall be of any force or effect.

WHEREFORE, we have hereunto set our hands and seals this 13th day of May 2003.

CITY OF NEW YORK

SANITATION OFFICERS ASSOCIATION,
LOCAL 444, SERVICE EMPLOYEES
INTERNATIONAL UNION AFL-CIO

BY: *James F. Hanley*
JAMES F. HANLEY
Commissioner of
Labor Relations

BY: *Joseph Mannion*
JOSEPH MANNION
President

APPROVED AS TO FORM:

BY: *Paul T. Rephen*
PAUL T. REPHEN
Acting Corporation Counsel

SUBMITTED:
FINANCIAL CONTROL BOARD

BY: _____

UNIT: Sanitation Officers

TERM: October 1, 2000 to April 30, 2003

Sanitation Officers Association

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
NO: 03024	DATE: MAY 13 2003



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/html/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
8510 Bay 16th Street – 2nd Floor
Brooklyn, New York 11214

Re: SOA Agreement for the period October 1, 2000 to April 30, 2003

Dear Mr. Mannion:

This will confirm that the City of New York, as employer of the bargaining unit of Sanitation Officers, (the 'Employer') agrees, in accordance with applicable law, that any conversion of the function(s) of the Department of Sanitation to any public authority established by or at the request of the Mayor, City Council, or other Governmental body, insofar as such functions pertain to that bargaining unit, shall be conditioned upon the public authority's acceptance of (i) its obligation to recognize and bargain with the Sanitation Officers Association, Local 444, S.E.I.U. (the 'Union') and (ii) the terms of the then existing collective bargaining agreement between the Employer and the Union for the remainder of that agreement's effective period.

Very truly yours,



JAMES F. HANLEY

03024



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/html/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
8510 Bay 16th Street – 2nd Floor
Brooklyn, New York 11214

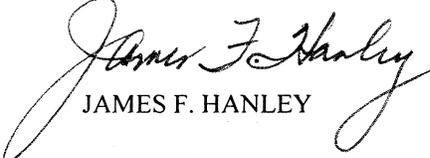
Re: SOA Agreement for the period October 1, 2000 to April 30, 2003

Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement that effective July 31, 1999, the Sanitation Officers Association shall be permitted one (1) additional full-time position with full pay and benefits pursuant to Executive Order No. 75.

The Union's collective bargaining settlement has been charged to fully fund this additional position.

Very truly yours,


JAMES F. HANLEY

03 0 24



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/html/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

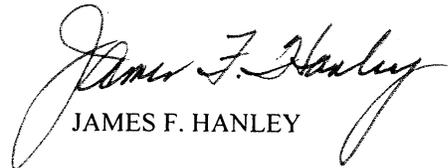
Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
8510 Bay 16th Street – 2nd Floor
Brooklyn, New York 11214

Re: SOA Agreement for the period October 1, 2000 to April 30, 2003

Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement that the parties shall jointly support the passage of local legislation which will entitle sanitation officers to the full amount of his or her regular salary for the period of any incapacity due to illness or injury incurred in the performance and discharge of duty as a member of the sanitation force, as determined by the Department of Sanitation.

Very truly yours,


JAMES F. HANLEY

03 0 24



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/html/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

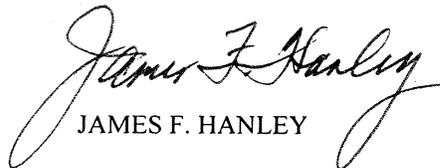
Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
8510 Bay 16th Street – 2nd Floor
Brooklyn, New York 11214

Re: SOA Agreement for the period October 1, 2000 to April 30, 2003

Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement that the Sanitation Officers Association shall allocate funds from the additional compensation funds sufficient to cover the SOA's cost of the Line of Duty Accident Disability Retirement improved benefit (.63%), which includes a charge (.07%) for advancing funds from January 1, 2003 to January 1, 2002.

Very truly yours,


JAMES F. HANLEY

03 0 24



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/html/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
8510 Bay 16th Street – 2nd Floor
Brooklyn, New York 11214

Re: SOA Agreement for the period October 1, 2000 to April 30, 2003

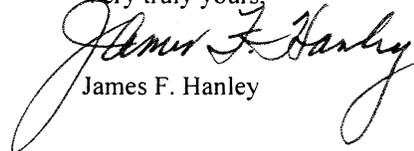
Dear Mr. Mannion:

Please continue to be assured that the adaptation of the annuity fund language used in Article V, Section 2 will not result in any diminution of benefits.

Rather, this is expected to enable the City to continue to provide more accurate payments to the Sanitation Officers' Association Compensation Accrual Fund based upon reports produced by the City's Payroll Management System (PMS).

Although the parties agreed to these adaptations in the last round of bargaining, the actual language in the collective bargaining agreement remained unchanged thus necessitating the change in the agreement in this round.

Very truly yours,


James F. Hanley

cc: R. Yates
G. Laufer

03024



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/html/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
8510 Bay 16th Street – 2nd Floor
Brooklyn, New York 11214

Re: SOA Agreement for the period October 1, 2000 to April 30, 2003

Dear Mr. Mannion:

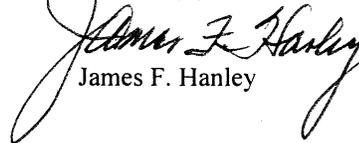
Pursuant to Section 5 of the MLC Health Benefits Agreement, the parties agree that there shall be an increase in the welfare fund contribution of \$200 per annum, effective on the last day of the separate successor unit agreement.

For purposes of implementing this rate increase to the Retiree Welfare Funds, the following shall apply:

- The monthly contribution for March 2003 shall be \$93.75.
- The monthly contribution for April 2003 shall be \$94.30.
- The monthly contribution for each month thereafter shall be \$110.4167

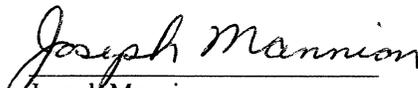
If the above accords with your understanding, please execute the signature line below.

Very truly yours,


James F. Hanley

AGREED AND ACCEPTED ON BEHALF OF LOCAL 444

BY:


Joseph Mannion
President

03024



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS

40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/html/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
8510 Bay 16th Street – 2nd Floor
Brooklyn, New York 11214

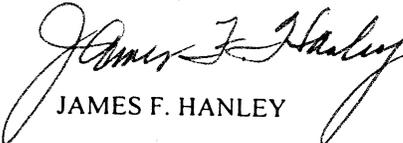
Re: SOA Agreement for the period October 1, 2000 to April 30, 2003

Dear Mr. Mannion:

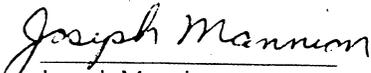
This is to confirm our mutual understanding and agreement that effective April 1, 2003, the Sanitation Officers Association has allocated funds from the additional compensation funds to provide a maximum of seventy-five (75) days of release time with pay and benefits annually. Any days unused in a given year shall not be carried over.

Subject to the exigencies of the Department, the allocation of these days shall be made in the Union's discretion. The Union shall give the Department sufficient notice in advance of the Union's intent to use such days.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF LOCAL 444

BY: 
Joseph Mannion
President

03024