



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
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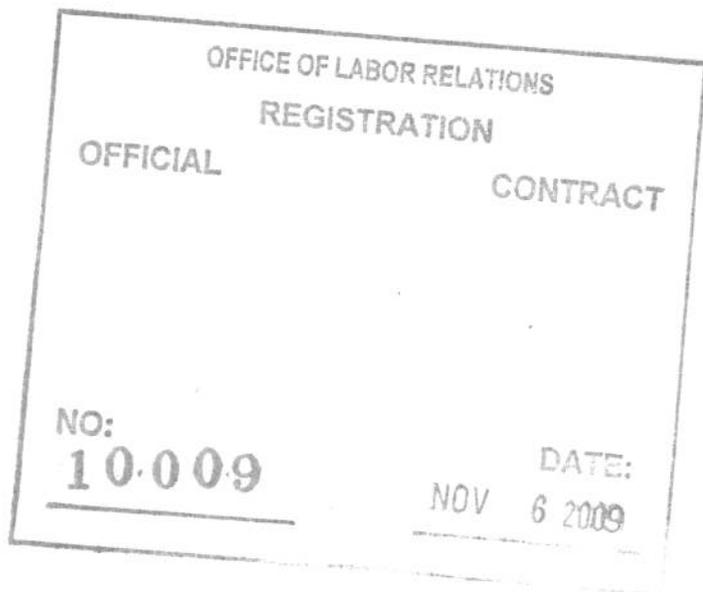
JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: SANITATION CHIEFS (RE-OPENER)
TERM: OCTOBER 10, 2007 TO OCTOBER 9, 2011

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 Uniformed Sanitation Chiefs Association 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: NOV 6 2009



UNIFORMED SANITATION CHIEFS ASSOCIATION

2007 - 2011

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UNIFORMED SANITATION CHIEFS ASSOCIATION

AGREEMENT entered into this 6th day of Nov 2009, by and between the City of New York (hereinafter referred to as the "Employer"), and the Uniformed Sanitation Chiefs Association, (hereinafter referred to as the "Union"), for the period from October 10, 2007 to October 9, 2011.

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 covered positions in the bargaining unit in the below listed assignment levels of General Superintendent (Sanitation), as defined in Board of Certification Decision No. 4-2000 dated October 10, 2000, except for the positions designated as "confidential", consisting of employees of the Employer, wherever employed, in the below listed assignments, and in any successor assignment(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:

General Superintendent (Sanitation) (Level II)
General Superintendent (Sanitation) (Level III)

Section 2.

Except as otherwise provided herein, for purpose of this Agreement, the terms "employee" and "employees" 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 Check-off of Union Dues and Agency Shop Fees."

- (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 - OVERTIME

Effective October 10, 2000, the following overtime provisions shall be applicable to employees covered by this Agreement.

Overtime performed by General Superintendents shall be compensated for in compensatory time off at the rate of time and one-half when such overtime is ordered by the Sanitation Commissioner or First Deputy Commissioner or is performed at a Sanitation emergency without prior approval and requests for compensation therefor, after being forwarded through channels together with recommendations, are approved by the First Deputy Commissioner or the First Deputy Commissioner's designee for such purposes.

No compensatory time shall be granted for work performed at the discretion of the employee either before or after a regular (i.e., paid) tour of duty.

Straight-time compensatory time shall be granted for any additional work performed, not at the employee's option, when alternate ranking officers are not available or cannot be utilized for assigned duties and such compensatory time is approved by the First Deputy Commissioner or his designee for such purposes.

Compensatory time is not authorized for routine administrative duties. Compensatory time is not earned for attendance at fraternal, religious and social functions sponsored by the Department. Employees should not be routinely called to conferences or meetings or be required to prepare routine reports, which result in compensatory time.

ARTICLE IV - 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, and other relevant benefits, which shall remain on the basis of an eight-hour work day calculation.

ARTICLE V - SALARIES

Section I.

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

| As modified by Reopener | <u>Effective October 10, 2007</u> | <u>Effective October 10, 2008</u> | <u>Effective October 10, 2009</u> | <u>Effective October 10, 2010</u> |
|--|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| General Superintendent (Sanitation) (Level II) <i>Promoted before July 1, 2006</i> | \$125,221 | \$130,230 | \$135,439 | \$140,857 |
| General Superintendent (Sanitation) (Level III) | \$140,400 | \$146,016 | \$151,857 | \$157,931 |

B.

| As modified by Reopener | <u>Effective October 10, 2007</u> | <u>Effective October 10, 2008</u> | <u>Effective October 10, 2009</u> | <u>Effective October 10, 2010</u> |
|---|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| General Superintendent (Sanitation) (Level II) <i>Promoted on or after July 1, 2006</i> | | | | |
| Start | \$112,403 | \$116,899 | \$121,575 | \$126,438 |
| After 1 year | \$114,114 | \$118,679 | \$123,426 | \$128,363 |
| After 2 years | \$115,484 | \$120,103 | \$124,907 | \$129,903 |
| After 3 years | \$125,221 | \$130,230 | \$135,439 | \$140,857 |

- C. (i) Effective October 10, 2007, Employees shall receive a rate increase of four percent (4%).
- (ii) Effective October 10, 2008, Employees shall receive an additional rate increase of four percent (4%).
- (iii) Effective October 10, 2009, Employees shall receive an additional rate increase of four percent (4%).
- (iv) Effective October 10, 2010, Employees shall receive an additional rate increase of four percent (4%).

D. The increases provided for in Section C., above, shall be calculated as follows:

- (i) The increase in Section C. (i) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on October 9, 2007;
- (ii) The rate increase in Section C. (ii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on October 9, 2008;

- (iii) The rate increase in Section C. (iii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on October 9, 2009; and
 - (iv) The rate increase in Section C. (iv) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable titles in effect on October 9, 2010.
- E. The general increases provided in Section C. shall be applied to the base rates and salary grades fixed for the applicable titles, except to the extent that the base rates and salary grades are modified by Section F., below.
- F. Employees promoted to General Superintendent (Sanitation) (II) on or after July 1, 2006 shall be subject to the salary schedules set forth in Section 1. B., above.

Section 2.

(a) Paid Holidays – Effective April 10, 2003, each employee shall receive eleven (11) paid holidays annually. Such holidays will be established by Department Order.

Effective January 2008, Martin Luther King, Jr.'s Birthday, as established by Department Order, shall be a paid holiday and included as the twelfth holiday referenced in Article V, Section 2. (a), above.

Effective the first business day of January 2008, and every first business day of January thereafter, the Department of Sanitation shall deduct eight (8) hours of compensatory time from each employee's balances. In the event an employee has no compensatory time balances, the eight (8) hour deduction will be made from the employee's annual leave balances.

(b) Night Shift Differential – Effective April 10, 2003, 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 3. Longevity Adjustment

- a. The following annual longevity adjustment shall continue to 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

General Superintendent (Sanitation) (Level II)

General Superintendent (Sanitation) (Level III)

| <u>Years of Service Completed</u> | <u>Effective April 10, 2003</u> | <u>Effective November 10, 2008</u> | <u>Effective October 10, 2009</u> |
|-----------------------------------|---------------------------------|------------------------------------|-----------------------------------|
| After 5 years | \$1,496 | \$1,580 * | \$3,257 * |

* As modified by Reopener

- b. The adjustment shall not be computed as salary for pension purposes until after completing 20 years of service.
- c. In the event this provision is declared invalid under the law, the parties shall reopen negotiations to resolve the issue of the increased 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.

ARTICLE VI - HEALTH AND WELFARE BENEFITS

Section 1.

- a. Security Benefit Fund - The Employer agrees to provide the annual amount of \$1,475 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.

The payments as above indicated shall be remitted by the Employer to the *Organization of Staff Analysts Welfare 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. Employees who have been separated from service and who were covered by the *Organization of Staff Analysts Welfare 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 on the same annual contributory basis as incumbent employees. 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. Health and Hospitalization Benefits

(a) The Employer shall 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 have the option of changing their previous choice of Health plans. This option shall be:

- (i) a one time choice;
- (ii) 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, 2001 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 October 10, 2000 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 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 \$35 million to maintain the health insurance stabilization reserve fund which shall be used to continue equalization and protect the integrity of health insurance benefits.

(iv) 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.

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.

(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 USCA 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 3. 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 41, section D of the 2001 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 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.

ARTICLE VII - 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

Effective April 10, 2003, each employee assigned to "General Superintendent (Sanitation) Level II and III" shall receive annual leave of twenty-seven (27) workdays.

Effective August 15, 2006, each employee assigned to "General Superintendent (Sanitation) Level II and III" shall receive annual leave of twenty-five (25) workdays.

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 stepparent; child, brother or sister; father-in-law or mother-in-law; grandchildren; or any relative residing in the household.

Section 4. 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 5. 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 VIII - PERSONNEL AND PAY PRACTICES

Section 1. Vacations

- (a) Vacations shall be taken in accordance with the Department's vacation order promulgated each year.
- (b) In the event that a General Superintendent Level II or Level III is hospitalized due to illness or injury while on vacation, the Chief Medical Officer shall terminate that General Superintendent's vacation and place him/her on sick leave.

Section 2. 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 3. 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 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 (\$5.00).

Section 4. 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 5. 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 6. Terminal Leave, Commencement of

Effective April 10, 2003, except as otherwise provided in the lump sum/terminal leave provisions appended to this agreement, 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 7. 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.

10.009

ARTICLE IX - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer 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 Employer'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, to prepare work schedules and to measure the performance of each Employee or group of Employees. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on Employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the 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

(a) The Union recognizes the Employer'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 listed in Article I, Section 1 of this Agreement. Notwithstanding the above, questions concerning the practical impact that decisions on the above matters have on Employees are within the scope of collective bargaining. The Employer will give the Union prior notice of the establishment and/or revision of standards for supervisory responsibility hereunder.

(b) Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

ARTICLE X - 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 XI – GRIEVANCE PROCEDURE

Section 1. 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 terms and conditions of employment; provided disputes involving the Personnel Rules and Regulations of the City of New York shall not be subject to the grievance procedure or arbitration; and
- (c) A claimed assignment of employees to duties substantially different from those stated in their job specifications.

Section 2.

The Grievance Procedure shall be as follows:

Employees may at any time informally discuss with their supervisors a matter which may become a grievance. If the results of such a discussion are unsatisfactory, the employee may present the grievance at Step 1.

All grievances must be presented in writing at all steps in the grievance procedure. For all grievances as defined in Section 1. (c), no monetary award shall in any event cover any period prior to the date of the filing of the Step 1 grievance unless such grievance has been filed within thirty (30) days of the assignment to alleged out-of-title work.

No monetary award for a grievance alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be issued unless such grievance has been filed with the time limitation set forth in Step 1 below for such grievances; if the grievance is so filed, any monetary award shall in any event cover only the period up to six years prior to the date of the filing of the grievance.

Step 1. The employee and/or the Union shall present the grievance in the form of a memorandum to the person designated for such purpose by the agency head no later than 90 days after the date on which the grievance arose except that grievances alleging a miscalculation of salary rate resulting in a payroll error of a continuing nature shall be presented no later than 90 days after the first date on which the grievant discovered the payroll error. The employee may also request an appointment to discuss the grievance and such request shall be granted. The person designated by the Employer to hear the grievance shall take any steps necessary to a proper disposition of the grievance and shall issue a determination 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, 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 5.

(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 1 (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) 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. The sole remedy for alleged violations of this Collective Bargaining Agreement shall be a grievance pursuant to Article XI of this Agreement.

(l) The availability of the grievance or arbitration procedure shall not justify a failure to follow orders.

ARTICLE XII - 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 XIII - 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 XIV - FINANCIAL EMERGENCY ACT

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

ARTICLE XV - 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.

10-009

ARTICLE XVI - 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 6th day of Nov 2009.

CITY OF NEW YORK

UNIFORMED SANITATION
CHIEFS ASSOCIATION

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

BY: *Russ Taormina*
RUSS TAORMINA
President

APPROVED AS TO FORM:

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

APPROVED:
FINANCIAL CONTROL BOARD

BY:

| | |
|---------------------------|----------------------------|
| OFFICE OF LABOR RELATIONS | |
| REGISTRATION | |
| OFFICIAL | CONTRACT |
| NO: <u>10009</u> | DATE: <u>NOV 6 2009</u> |

UNIT: Uniformed Sanitation Chiefs Association

TERM: October 10, 2007 to October 9, 2011



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

JAMES F. HANLEY

Commissioner

MARGARET M. CONNOR

First Deputy Commissioner

Russ Taormina
President
Uniformed Sanitation Chiefs Association
Canal Street Station
P.O. Box 1426
New York, New York 10013-0868

Re: Agreement covering the period from October 10, 2007 through October 9, 2011

Dear Mr. Taormina:

If another uniformed collective bargaining unit has an adjustment made to their salary schedule through the collective bargaining or arbitration process or otherwise during the time period covering October 10, 2007 through October 9, 2011, which results in a greater percentage wage increase, then, at the Uniformed Sanitation Chiefs Association's request, this agreement will be reopened for the purposes of negotiating the effect of that adjustment – through the final steps of the bargaining process.

If the above conforms to your understanding, please execute the signature line below.

Very truly yours,

James F. Hanley
Commissioner

Agreed and Accepted on Behalf of USCA

BY:
Russ Taormina
President



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

JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

Russ Taormina
President
Uniformed Sanitation Chiefs Association
Canal Street Station
P.O. Box 1426
New York, New York 10013-0868

Re: Agreement covering the period from October 10, 2007 through October 9, 2011

Dear Mr. Taormina:

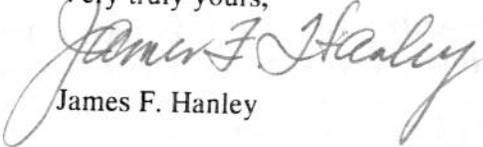
Effective upon ratification, there will be an assignment differential, not to exceed 3% above the basic maximum salary, payable in accordance with the schedule shown below, to one bargaining unit position detailed on "special assignment" in the Department of Sanitation.

Criteria:

- The position eligible for the Special Assignment differential is solely at the Commissioner's discretion.

| "Special Assignment" | |
|----------------------------|--------|
| First year of assignment: | 0.75 % |
| Second year of assignment: | 1.50 % |
| Third year of assignment: | 2.25 % |
| Fourth year of assignment: | 3.00 % |

Very truly yours,


James F. Hanley

Agreed and Accepted on Behalf of USCA

BY: 

Russ Taormina
President



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
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JAMES F. HANLEY

Commissioner

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First Deputy Commissioner

Mr. Russ Taormina
President
Uniformed Sanitation Chiefs Association
Canal Street Station
P.O. Box 1426
New York, New York 10013-0868

Re: Agreement covering the period from October 10, 2007 through October 9, 2011

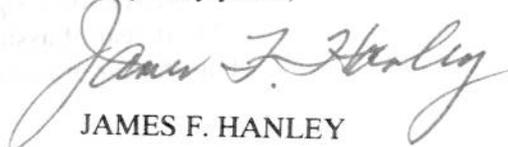
Dear Mr. Taormina:

This is to confirm the parties' agreement that the topic of the compensatory time bank for members of the Uniformed Sanitation Chiefs Association (USCA) shall be referred for discussion to the labor management committee in the Department of Sanitation.

Release time with pay and benefits for one (1) day per month, previously provided under the USCA Agreement for the period October 10, 2000 to April 9, 2003, shall continue.

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
THE UNIFORMED SANITATION CHIEFS ASSOCIATION**

BY:



RUSS TAORMINA

President

10-009