



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

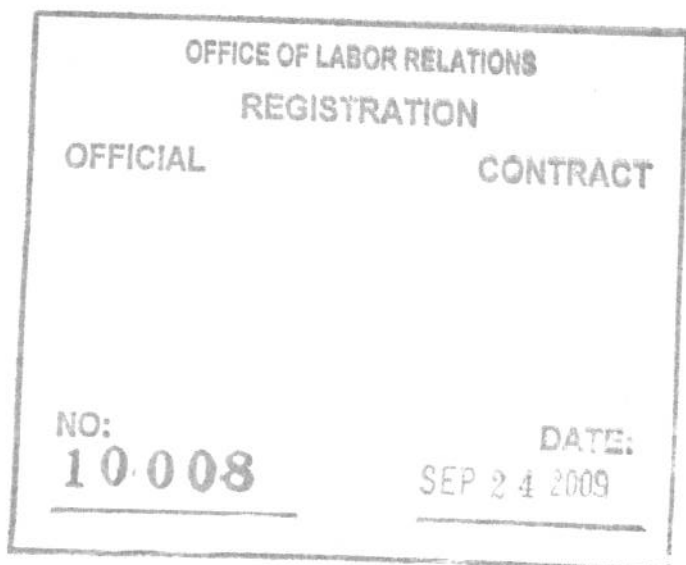
JAMES F. HANLEY
Commissioner
MARGARET M. CONNOR
First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: SANITATION OFFICERS (RE-OPENER)
TERM: NOVEMBER 13, 2007 TO JULY 1, 2012

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: SEP 24 2009



Reopener
SANITATION OFFICERS
2007 – 2012

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SANITATION OFFICERS ASSOCIATION

AGREEMENT entered into this 24th day of Sept 2009, 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 period from November 13, 2007 to July 1, 2012.

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. (Note: These salaries reflect the adjustments, effective November 12, 2007, due to the Reopener.)

- (a) For employees in the title Supervisor (Sanitation):

| | Effective <u>11/13/07</u> | Effective <u>11/13/08</u> | Effective <u>12/13/08</u> | Effective <u>5/02/10</u> | Effective <u>5/02/11</u> |
|---------------|------------------------------|------------------------------|------------------------------|-----------------------------|-----------------------------|
| Appointment | \$66,360 | \$69,014 | \$69,014 | \$71,775 | \$74,646 |
| After 1 year | \$67,022 | \$69,703 | \$69,703 | \$72,491 | \$75,391 |
| After 2 years | \$67,692 | \$70,400 | \$70,400 | \$73,216 | \$76,145 |
| After 3 years | \$68,369 | \$71,104 | \$71,104 | \$73,948 | \$76,906 |
| After 4 years | \$69,053 | \$71,815 | \$71,815 | \$74,688 | \$77,676 |
| After 5 years | \$69,743 | \$72,533 | \$86,108 | \$89,552 | \$93,134 |
| After 6 years | \$82,796 | \$86,108 | | | |

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(b) For employees in the title General Superintendent (Sanitation) (Level I):

| | Effective <u>11/13/07</u> | Effective <u>11/13/08</u> | Effective <u>12/13/08</u> | Effective <u>5/02/10</u> | Effective <u>5/02/11</u> |
|---------------|------------------------------|------------------------------|------------------------------|-----------------------------|-----------------------------|
| Appointment | \$83,413 | \$86,750 | \$86,750 | \$90,220 | \$93,829 |
| After 1 year | \$83,751 | \$87,101 | \$87,101 | \$90,585 | \$94,208 |
| After 2 years | \$84,172 | \$87,539 | \$87,539 | \$91,041 | \$94,683 |
| After 3 years | \$84,595 | \$87,979 | \$104,672 | \$108,859 | \$113,213 |
| After 4 years | \$100,646 | \$104,672 | | | |

Each employee shall progress one increment step in his/her rank annually on the anniversary date of his/her 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> |
|--------------------|---------------|
| 2007-2008 | \$830 |
| 2008-2009 | \$830 |
| 2009-2010 | \$830 |
| 2010-2011 | \$830 |
| 2011-2012 | \$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> | Effective <u>11/13/07</u> | Effective <u>June 2, 2011</u> |
|-----------------------------------|------------------------------|----------------------------------|
| After 5 years | \$1,288 | \$1,288 |
| After 10 years | \$1,882 | \$2,402 |
| After 15 years | \$2,330 | \$3,230 |
| After 20 years | \$3,480 | \$4,380 |

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Effective June 2, 2011, the longevity schedule shall be adjusted by any future across-the-board wage increases.

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.

Effective January 2008, each employee shall receive twelve (12) 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/her 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 November 13, 2007, Employees shall receive a rate increase of 4%.
- (ii) Effective November 13, 2008, Employees shall receive an additional rate increase of 4%.
- (iii) Effective May 2, 2010, Employees shall receive an additional rate increase of 4%.
- (iv) Effective May 2, 2011, Employees shall receive an additional rate increase of 4%.
- (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 November 12, 2007; 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 November 12, 2008.

- (iii) The increase in Section 5(a)(iii) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable title in effect on May 1, 2010.
 - (iv) The increase in Section 5(a)(iv) shall be based upon the base rate (which shall include salary or incremental schedules) of the applicable title in effect on May 1, 2011.
- (c) The general increase provided in this Section 5 shall be applied to the base rates and salary grades fixed for the applicable titles.

ARTICLE V - HEALTH AND WELFARE BENEFITS

Section 1.

- a. Security Benefit Fund - Effective November 13, 2007, the Employer further agrees to continue to provide the annual amount of \$1,565 for each incumbent active 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 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 November 13, 2007, 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 annual amount provided in Section 1a. above shall not apply to retirees. Effective November 13, 2007, the pro-rata annual amount shall continue to be \$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 November 13, 2007, 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 \$2,568.24 per annum for each General Superintendent (Sanitation)(Level I) and \$2,476.89 per annum for each Supervisor (Sanitation) in full pay status in the prescribed twelve (12) month period. Contributions hereunder shall be remitted by the City each twenty-eight (28) days to a

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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.

- (b) The City shall contribute for each employee who is newly promoted on or after January 1, 2007 to Supervisor (Sanitation) during the first six (6) years of service 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 \$910.89 per annum for each Supervisor (Sanitation) in full pay status in the prescribed twelve (12) month period. Upon completion of six (6) years of service, the contribution shall be made prospectively in the amount and manner prescribed in section (a), above. 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.
- (c) Effective November 13, 2007, there shall be an increase of \$70.00 per person per annum payable on behalf of active employees to the Compensation Accrual Fund on a pro-rata basis. This amount shall be adjusted by any future collective bargaining increases, including those provided during the term of this agreement.
- (d) Effective December 13, 2008, the City's pro rata annual contribution to the annuity fund on behalf of eligible active members shall be *decreased* by \$231.00 per annum.
- (e) Effective January 13, 2009, the City's pro rata annual contribution to the annuity fund on behalf of eligible active members shall be *decreased* by an additional \$148.00 per annum.
- (f) Effective November 13, 2009, there shall be an additional increase in the City's pro-rata contribution to the Compensation Accrual Fund in the amount of \$1,044.00 per annum per employee. The incremental contribution shall be increased by any future collective bargaining increases, including those provided during the term of this agreement.
- (g) Effective December 13, 2008, there shall be a one-time lump sum payment in the amount of \$2,150.00 to the Compensation Accrual Fund on behalf of each employee at basic maximum salary as of that date.

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

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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.

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/her 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/her 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) Every Employee shall be scheduled to work eight hour and fifteen minute shifts, including chart days, and on Sundays during a declared snow emergency or Department declared snow alert.

(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 (regardless of rank) will retain their shift, except by mutual agreement.
- (ii) The highest ranking officer assigned to work on a Sunday shall work the Borough day shift except for (i) above. If there is more than one officer in the highest ranking title so assigned, then, the most senior officer in that title shall have preference to shift, except for (i) above. This provision shall not apply if it requires an officer to work a double shift.
- (iii) Locked in night Officers will not have shift preference when it comes to Sunday night shifts.
- (iv) Whenever an NDS is not activated, he/she will not carry preference for Sunday work shift. However, if an NDS is in his/her assigned slot for three or more days prior to his/her scheduled Sunday, he/she will maintain his/her 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 Officers on sick leave, Line-of-Duty Injury leave, or military duty, any officer who requests not to work on an assigned Sunday will be charged as a time worked and not offered an opportunity to work until the Officer's name is reached, in rotation, on the Sunday List. Officers on vacation, a long weekend, jury duty, or death-in-family leave shall have the option of working on a Sunday when reached on the Sunday List. If they work, they will be charged with a time worked; if they decline, they will not be charged with a time worked on the Sunday List, but will be offered an opportunity to work when they return to duty. Officers on sick leave, military leave or Line-of-Duty Injury leave do not have the option of working a Sunday, but will be charged with a time worked on the Sunday List.
- (ii) If for any reason an officer is notified on Friday or thereafter to work a regular Sunday,

he/she has the option to decline without being charged, provided, that if all officers decline, the original officer must work. However, if he/she accepts the assignment, he/she shall be charged and must take the shift that is available.

- (iii) An officer due to work a Sunday who is out sick must work if he/she returns by Thursday. If he/she resumes Friday or Saturday, he/she will be scheduled to work the following Sunday, unless he/she notifies his/her location prior to Thursday of said resumption. If he/she resumes work after the Sunday he/she was due to work, he/she 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/her 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) District Emergency List - 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 at the start of "Night Plow Season" and will be in effect for the duration of the "Night Plow Season", 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/her work location during any snow alert. If the employee is not at home during a snow alert and the employer calls his/her 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 District list for personnel for emergencies. The provisions of this Subsection (j) which pertain to reporting when contacted during emergencies shall apply to the District list during such emergencies.

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- i. When an Officer declines to work his/her Sunday from the Borough Roster because of a long weekend, he/she still has an obligation to the Emergency List. If he/she is called in, he/she will be charged off the Emergency List. If the same Officer is not on the Emergency List, he/she will be the last to work off the District List regardless of instances worked.
- ii. When an Officer is not on a long weekend and is up for Sunday work on the Borough List and declines, that Officer shall work in prescribed order from the District List. That Officer can get two declinations if he/she declines to work off both lists.
- iii. When an Officer is on vacation and declines to work Sunday from the Borough Roster, but volunteers to work off the District or Emergency Lists, he/she will be charged off the Sunday Borough List.

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/her on sick leave.

(c) When on vacation, an officer shall have the option to work as many charts that come due him/her during his/her vacation period. If he/she works, he/she will be charged, if he/she declines, he/she will not be charged with a declination but will make up charts missed when he/she returns to duty. An officer on vacation does not have the option to work his/her chart if his/her assignment is related to a Special Event.

Section 4. Holiday Work

(a) Assignments of Shifts

- (i) All regular assigned night officers regardless of rank will retain their shift, except by mutual agreement.
- (ii) The highest ranking officer assigned to work a holiday shall work the day Borough shift except for (i) above. If there is more than one officer in the highest ranking title so assigned, then, the most senior officer in that title shall have preference to shift, except for (i) above. This provision shall not apply if it requires an officer to work a double shift.
- (iii) Locked in night Officers will not have shift preference when it comes to Holiday night shifts.
- (iv) Whenever an NDS is not activated, he/she will not carry preference for Holiday work shift. However, if an NDS is in his/her assigned slot for three or more days prior to his/her scheduled Holiday, he/she will maintain his/her shift.

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- (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 - An Officer cannot decline to work a holiday when scheduled to work except when the Officer is on sick leave, Line-of-Duty Injury leave, vacation, Death-in-Family leave or military leave, however the Officer will work the next scheduled Holiday after returning to duty. An Officer volunteering to work while on vacation or Death-in-Family leave must work that holiday and is charged with a time worked on the Holiday List.
- (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/she 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 decline to work on a Christmas Day or a New Years Day which falls on a Sunday and shall not be charged for declination to work on said Sunday. However, if all officers decline 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/she 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/she shall be excused and instead work on the next holiday.

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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 at least once 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 at least once 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/she 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/her 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 First Deputy Commissioner 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/she 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/she is unqualified.

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

- 1. The officer requesting a transfer shall submit his/her request to the Main Office by

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the posted deadline in writing on the appropriate form provided by the Employer to the First Deputy Commissioner or his/her designee.

2. The Employer (the "Main Office") shall furnish the employee requesting a transfer a dated receipt which shall be his/her 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.

(f) Supervisor Assignment to OAU, Operations Assistance Unit:

OAU staffing will be filled as follows: 50% by management and 50% by transfer. Odd number staffing will be filled by Management with the next assignment to be filled by transfer. Assignments thereafter will continue in this fashion. Transferees must have had at least an overall Satisfactory Evaluation Rating for the last annual rating period. An employee wishing to transfer to OAU whose last annual evaluation was less than "Satisfactory" will be afforded a review of his/her application by the Commissioner and the Union President. The Commissioner's decision shall be final and not reviewable.

Current Supervisors assigned to OAU (as of the date of this Agreement) will not be affected by the "50% management/50% transfer" (odd to management) agreement stated above. Until the 50% balance is achieved, all new vacancies will be assigned to achieve the 50% balance. If all assigned slots are currently filled via transfers, until such time as there is a "50/50" balance, all the vacancies will be filled by management selection.

Any non-transferable officer cannot receive a "transfer" assignment to OAU until they have

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completed one year out of the unit.

District Superintendent assignment will remain non-transferable.

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 NDS - 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/her judgement, subject to the following review, said officer is unable to perform to his/her 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/her designee. The Borough Commissioner, or his/her designee, shall make him/herself 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/Functional Operations

- (i) When any equipment is assigned to functional operations, an officer must be assigned for supervision.

- For purposes of this Section (Section 7, (c) (i), (ii)), equipment assigned to a functional operation means: On the Day Shift, equipment assigned to a District Section. On the Night Shift, during Night Plow Season as established by Department Order, equipment assigned to a District and On the Night Shift, during the Non-Night Plow Season, equipment assigned as stated in subsections (ii) and (iv).

For purposes of this Section, Collection or Other Functional Equipment means all residential household refuse and recycling collection equipment as well as all mechanized equipment assigned to street cleaning functions. E-Z Pack and Roll On-Roll Off equipment, Wreckers and Flat-beds, etc. shall not be included as Collection or Other Functional Equipment.

- Multiple District Coverage, as stated in subsection (iv), falls within the respective boundaries of the current (7) seven Operational Borough Commands.
- On Sundays and Holidays, assignment of an officer will be as currently assigned. Equipment assigned to Street Fair clean-up will be supervised in accordance with Section 7 (c).
- Snow operations will continue to be staffed in accordance with current practices.
- Subject to provisions of the effective collective bargaining agreement including but not limited to Article VIII, management recognizes that the level and manner of supervision for assignments crossing district boundaries is not the same as for assignments remaining within the boundary of one district. Prior to initiating disciplinary action for violations relating to inadequate supervision of equipment while supervising equipment crossing district boundaries, a meeting will be held within three (3) working days of notification to employee and the Union of such violation. The meeting will be held with the Unit head, the Union representative, the employee's supervisor and the employee subject to the proposed discipline. This provision will not serve to prevent the Department from taking immediate action in egregious circumstances warranting such action.

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(ii) One (1) officer for seven (7) collection trucks shall be assigned on both the day and night shifts.

- For the purpose of this Section (Section 7, (c) (ii)), one (1) officer shall be assigned on the Day Shift for seven (7) collection trucks or less plus any other functional piece(s) of equipment. If there is only one piece of equipment as defined in Section (i), above, in a Section, a Supervisor will be assigned. On the Night Shifts, one (1) supervisor shall be assigned for any combination of 7 or less pieces of equipment. No additional field supervisor will be assigned on the night shifts if there are seven (7) or less pieces of any equipment assigned within the District during any season (Night Plow or Non-Night Plow). Assignment of a supervisor(s) to a district or multiple districts during the Non-Night Plow Season will be as stated in subsection (iv).

Span of control: The ratio of one (1) supervisor for the maximum of seven (7) collection trucks or pieces of equipment as described in this subsection (ii) (i.e., on the assignment of the 8th collection truck or piece of equipment, one (1) additional officer will be assigned, on the assignment of the 15th collection truck or piece of equipment a second additional officer will be assigned, etc.)

(iii) Notwithstanding the provisions set forth in Subsection (ii) above, the Commissioner of the Department of Sanitation or his/her designee shall have the absolute right to change the ratio of officers to collection trucks as set forth in Subsection (ii).

(iv) No additional officers will be assigned on nights if there are seven (7) or less pieces of equipment assigned within the district.

- During the Non-Night Plow Season, the assignment of a supervisor(s) to a Section on the Day Shift and a District on the Night Shifts will be determined as follows: On the Day Shift, subject to Subsection (iii), above, seven (7) or less trucks assigned to collection, plus any other functional piece(s) of equipment. On the Night shifts, any combination of 7 or less pieces of equipment.
- It is to be clearly understood that the assignments on the night shifts are based on the total pieces of equipment, not just collection trucks, and that this language can not be used to change the ratio on the day shift assignment of a section officer, regardless of the season (Night Plow or Non-Night Plow).
- On the Night Shifts during the Non-Night Plow Season when there are two (2) adjoining districts with five (5) or less pieces of equipment (collection and any other functional piece(s) of equipment) assigned to a functional operation, one (1) supervisor will be assigned. This includes equipment that may be assigned for less than a full shift.

Span of control: The ratio of one (1) supervisor for the maximum of five (5) pieces of equipment as described in this subsection (iv) (i.e.: on the assignment of the 6th piece of equipment, one (1) additional officer will be assigned, on the assignment of the 11th piece of equipment a second additional officer will be assigned, etc.)

- On the Night Shifts during the Non-Night Plow Season when there are three (3) adjoining districts with four (4) or less pieces of equipment (collection and any other functional piece(s) of equipment) assigned to a functional operation, one (1) supervisor will be assigned. This includes equipment that may be assigned for less than a full shift. Full scheduled collection routes not to exceed 2 districts. This shall not preclude partial collection in the third district.

Span of control: The ratio of one (1) supervisor for the maximum of four (4) pieces of equipment as described in this subsection (iv) (i.e.: on the assignment of the 5th piece of equipment, one (1) additional officer will be assigned, on the assignment of the 9th piece of equipment a second additional officer will be assigned, etc.)

- On the Night Shifts during the Non-Night Plow Season when only one piece of equipment is assigned to a district, there is no restriction on the number of districts the assigned supervisor can cover. The assignment will go to the district dispatching equipment.
 - For the purpose of clarification, "Adjoining" means: Two (2) districts that have a boundary part of which is common to both districts. Three (3) districts whereby one of the three (3) districts has a boundary part of which is common to each of the other two districts.
 - For multiple district coverage as stated in this subsection (iv), Seniority will prevail amongst the officers in the affected districts dispatching equipment with preference going to transferred officers. The said district will be obligated for the season. In the event there are no volunteers, inverse seniority will be used amongst the affected officers.
- (v) When overtime is ordered, all provisions of this section will 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 scheduled 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/her location for a period of twenty-eight (28) calendar days from the date of

his/her posted assignment.

- (vi) If an officer is to be detached for more than one (1) week or for an indefinite period, he/she shall work night reliefs, or any other assignments in accordance with his/her seniority at detached locations.
- (vii) If any officer is detached for sixty (60) days or more he/she should be placed on the Sunday and Holiday Roster at the detached location in accordance with the last Sunday or Holiday he/she worked.
- (viii) If the least senior day officer is required to work a night shift in another district, he/she cannot bump the regularly assigned relief officer working in his/her 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.
- (xi) Whenever an assigned line is not available (i.e., NDS; C.O.; WEP; etc.) he/she shall be considered an R.O. and he/she shall fall into the seniority of the R.O.s. He/she can go nights or out of town.

(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 Night Chart relief and does not apply to any additional Nights which might come up.

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

- B. In the event that the fourth man must make a relief, he/she 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/she must make two (2) reliefs before the fifth man is used, etc.
- (viii) If regular night shift Supervisor goes Sick, LODI, Vacation, Jury Duty, Military, T.O, Department Request, etc., he/she will be replaced by the Junior Rotating Supervisor, unless a senior Rotating Supervisor volunteers for said assignment and will remain until incumbent returns. If no Rotating Supervisor is available, he/she will be replaced by the Junior Section Supervisor until a Rotating Supervisor is available.
- (ix) The Assistant to the NDS or 12-8 Field is assigned by seniority amongst the District Rotating Supervisors. These assignments do not count as night reliefs.
- (x) When the Night Shift Supervisor is absent more than one day in any week, exclusive of chart day, he/she shall be replaced by seniority amongst the available District ROs. If no District RO Supervisor is available, he/she shall then be replaced by the Junior Day Supervisor. Note: The Rotating Supervisor so assigned shall be locked into the vacant position from day one and remain there 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 Supervisors assignments shall be adjusted within each District, by volunteers on the basis of seniority, among the Rotating Supervisors in the District.
- (xi) The Day Garage Supervisor shall not be used to replace any other assignment at any time regardless of seniority.
- (xii) A newly appointed Rotating Supervisor shall not be assigned on nights for a period of fourteen (14) calendar days from the date of his/her posted assignment to his/her specific location.
- (xiii) If an officer works on the same shift for four (4) or more nights per week he/she shall be treated as if he/she had a steady shift.
- (xiv) 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/her shift if a less senior Rotating Supervisor is assigned to the district.
- (xv) 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.

- (xvi) Where a Supervisor is assigned to the 12 midnight to 8 a.m. shift in a Borough and must be relieved, rotating Supervisors in that Borough will make the relief by seniority.
- (xvii) If a rotating Supervisor or Section Supervisor replaces a night shift officer while on vacation, sick, etc. and the assignment includes part of a week, these nights will be considered an assignment, not a relief.
- (xviii) When an NDS/12-8 Field Officer is not activated, he/she can pick scheduled reliefs and be locked in even on day spots. But, if his/her shift is activated for any reason the NDS/12-8 Field Officer must go to his/her assigned spot.
- (xix) Night Reliefs for Superintendents (GS-I)
Relief: Replacement of night shift Superintendents (NBS) when he/she is on chart only.

Night Reliefs are readjusted when Night Plow Season begins and ends.

Superintendents in split Boroughs (i.e., QE; BkS; Manh; Bx) will pick reliefs among all GS-Is in said Borough by seniority. GS-Is will do one relief before the next GS-I is used.

In absence of volunteers: When the NBS is out for any reason other than a Chart Day, he/she will be replaced by the Junior GS-I RO.

If a night Relief GS-I is absent for any reason, in the absence of volunteers, his/her relief will be done by the Junior GS-I RO in said Borough. Exceptions: The Junior GS-I RO has a pending relief later in the week or has already done his/her one relief earlier in the week.

(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.

a. 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

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prevail.

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

c. A Section Supervisor whose section is open shall not be used as a backfill for any other Day Supervisor positions.

(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/her chart day, the Borough Superintendent shall, subject to individual determinations, make every effort to rotate his/her assignment between all the Districts in his/her 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/her 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/she shall be notified of his/her right to counsel and of Union representation. The officer shall be called whenever possible during his/her regular shift assignment. In the event the proceedings go beyond his/her 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

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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.

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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/her accrued time, including accrued vacation, compensatory time, terminal leave and any other accrued leave, as of the date he/she 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

10008

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/she shall have the right to present grievances to the supervisor in charge of the location to which he/she 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/her 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/her 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/her 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 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 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/her. 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/she is assigned to his/her 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.

10008

WHEREFORE, we have hereunto set our hands and seals this 27th day of Sept 2009.

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: November 13, 2007 to July 1, 2012

| | |
|---------------------------|-----------------------------|
| OFFICE OF LABOR RELATIONS | |
| REGISTRATION | |
| OFFICIAL | CONTRACT |
| NO: 10008 | DATE: SEP 24 2009 |



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

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

Re: Agreement covering the period from November 13, 2007 through July 1, 2012

Dear Mr. Mannion:

Effective upon ratification, there will be an assignment differential, not to exceed 12% above the basic maximum salary, payable in accordance with the schedule shown below, to certain Sanitation Officers (four positions) detailed on "special assignment" in the Citywide Transportation Unit (CTU) (two positions), the Executive Officer to the Director of the Bureau of Operations (one position), and the Operations Assistance Unit (OAU) (one GS-I position).

Criteria:

- Special Assignment is revocable without review/appeal; is not subject to the transfer and assignment provisions of the collective bargaining agreement and is solely at Commissioner's discretion; assignment differential ends when assignment ends
- Employee must maintain all licenses, certifications, etc. required during assignment to CTU

| | |
|----------------------------|-----|
| "Special Assignment" | |
| First year of assignment: | 3% |
| Second year of assignment: | 6% |
| Third year of assignment: | 9% |
| Fourth year of assignment: | 12% |

Very truly yours,

James F. Hanley
James F. Hanley

Agreed and Accepted on Behalf of Local 444, SEIU

BY: *Joseph Mannion*
Joseph Mannion
President

10008



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

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

Re: Agreement covering the period from November 13, 2007 through July 1, 2012

Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement regarding the establishment of a Supplemental Annuity Fund to provide supplemental benefits to Sanitation Officers, represented by the Sanitation Officers Association ("SOA"), who have attained a normal service retirement after twenty (20) years of service.

Effective February 13, 2010, the City of New York shall calculate and remit a lump-sum contribution in the amount of \$580.34 per active employee as of that date to the Supplemental Annuity Fund to be established to provide the supplemental benefit for this category of retirees. Thereafter, the annual lump-sum amount to be contributed shall be adjusted by any future across-the board wage increases and shall be predicated on the active headcount as of the cycle used for the payment of annuity monies encompassing the February 13 date in each succeeding year and paid in accordance with the terms of the supplemental agreement. These amounts shall be paid into a separate Supplemental Annuity Fund maintained for this purpose. The Fund shall be maintained in accordance with the provisions of a supplemental agreement to be entered into between the City and the Union approved as to form by the Corporation Counsel and shall be subject to periodic audit by the Comptroller of the City of New York.

In the event that enabling legislation is required to achieve the above outcome, the City and the Sanitation Officers Association agree to jointly support such legislation subject to approval by both the City and the union of the language and other terms of the said legislation and the understanding that the City shall not bear any other costs of the benefit improvement except to provide the annual amount set forth herein. In such case, the provisions of the above agreement shall not become final and binding unless and until the State Legislature and the Governor enact into law the provisions of the enabling legislation. If for any reason the enabling legislation is not enacted into law, then the above agreement shall be rendered null and void from its inception, and the parties shall be required to negotiate an entirely new agreement.

In the event that any provision of the enabling legislation once enacted into law shall for any reason be adjudged to be invalid or unconstitutional by a Court of competent jurisdiction, the above agreement shall cease nunc pro tunc and the parties shall be required to negotiate a new agreement.

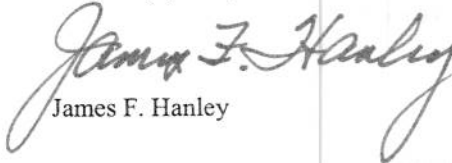
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OFFICE OF LABOR RELATIONS
CITY OF NEW YORK

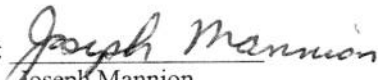
In the event that this agreement jeopardizes the tax qualifications of the City's pension systems, the City and the Sanitation Officers Association agree to jointly work to resolve such issues, and, if necessary, to renegotiate the terms of this agreement.

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

Very truly yours,


James F. Hanley

Agreed and Accepted on Behalf of Local 444, SEIU

BY: 
Joseph Mannion
President

10.008



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

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

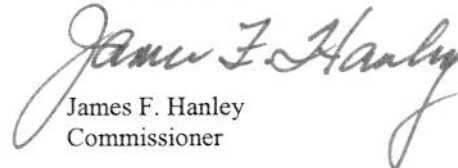
Re: Agreement covering the period from November 13, 2007 through July 1, 2012

Dear Mr. Mannion:

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 November 13, 2007 through July 1, 2012, which results in a greater percentage wage increase, then, at the Sanitation Officers 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.

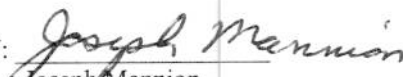
If the above conforms to your understanding, please execute the signature line below.

Very truly yours,


James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 444, SEIU

BY:


Joseph Mannion
President

10008



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

MARGARET M. CONNOR

First Deputy Commissioner

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

Re: Agreement covering the period from November 13, 2007 through July 1, 2012

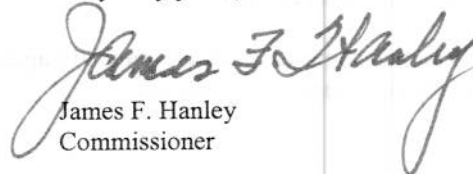
Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement that effective December 13, 2008, and June 2, 2011, respectively, the Sanitation Officers Association shall be permitted one (1) additional full-time position with full pay and benefits pursuant to Executive Order No. 75.

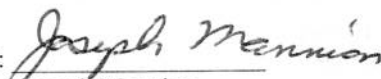
The Union's collective bargaining settlement has been charged to fully fund these two (2) additional positions.

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 Local 444, SEIU

BY: 
Joseph Mannion
President

10008



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
MARGARET M. CONNOR
First Deputy Commissioner

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

Re: Agreement covering the period from November 13, 2007 through July 1, 2012

Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement concerning the above-referenced Agreement.

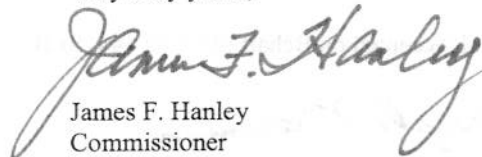
Article VII, Section 1.(a) shall be re-written as follows:

“Every Employee shall be scheduled to work eight hour and fifteen minute shifts, including chart days, and on Sundays during a declared snow emergency or Department declared snow alert.”

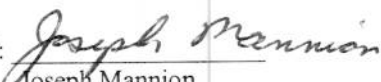
The parties agree to substitute “decline/declination” on pages 11, 12, and 13, inter alia, of the current contract for “refuse/refusal”, as applicable.

The parties agree to make the mutually agreed upon amendments to the collective bargaining agreement as part of the language clean-up discussions.

Very truly yours,


James F. Hanley
Commissioner

Agreed and Accepted on Behalf of Local 444, SEIU

BY: 
Joseph Mannion
President

10008



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

MARGARET M. CONNOR

First Deputy Commissioner

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

Re: Disposition of Award in OCB-10277-03 issued on April 23, 2007

Dear Mr. Mannion:

The City shall make a \$500,000 one-time lump sum payment into the Sanitation Officers Security Benefit Fund effective November 13, 2007 subject to ratification of this agreement.

There shall be an increase of \$70.00 per person per annum payable on behalf of active employees to the Compensation Accrual Fund (Annuity Fund) on a pro-rata basis effective November 13, 2007 subject to ratification of this agreement. This amount shall be adjusted by any future collective bargaining increases, including those provided during the term of this agreement. (Ref: Article V, Section 2. c. of the Agreement covering the period from November 13, 2007 through July 1, 2012)

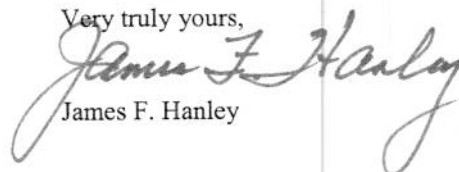
Local 444 SEIU agrees, on behalf of itself and the individual grievants, that any claims of any nature relating to all issues, outstanding or settled, with respect to the above-captioned arbitration award have been resolved and disposed of fully.

Accordingly, Local 444 SEIU, on behalf of itself and the individual grievants, agrees to refrain from enforcing or attempting to enforce the above referenced award in any manner.

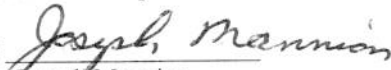
Local 444 and grievants in the above-named matters hereby jointly and severally release the City of New York and the Department from any and all claims, whether at law, in equity, or in any proceeding, contractual or otherwise, which it may now have or which they may have had theretofore in connection with the arbitration award.

This sideletter shall have no effect on any disciplinary matter that may have previously arisen out of the underlying dispute in this instant arbitration.

Very truly yours,


James F. Hanley

Agreed and Accepted on Behalf of Local 444, SEIU

BY: 
Joseph Mannion
President

10008



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
MARGARET M. CONNOR
First Deputy Commissioner

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

Re: Agreement covering the period from November 13, 2007 through July 1, 2012 – Additional Compensation Funds

Dear Mr. Mannion:

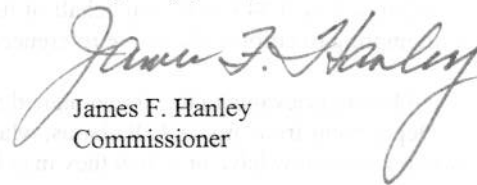
Effective June 2, 2011, the bargaining unit shall have available funds of 0.03% (of the 1.48% in funding previously available) in rate to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Article IV, Section 2.

Effective May 2, 2012, the bargaining unit shall have available funds of 0.81% in rate to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the general wage increases set forth in Article IV, Section 2.

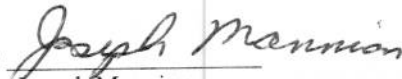
The funds available shall be based on the applicable payroll, including spinoffs and pensions.

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 Local 444, SEIU

BY: 
Joseph Mannion
President

10008



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

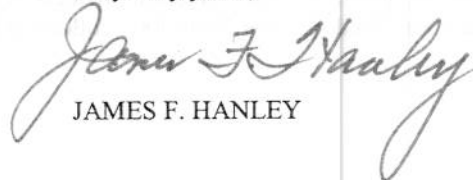
Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
8510 Bay 16th Street – 2nd Floor
Brooklyn, New York 11214

Re: Agreement covering the period from November 13, 2007 through July 1, 2012

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

10008



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

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

Re: Agreement covering the period from November 13, 2007 through July 1, 2012

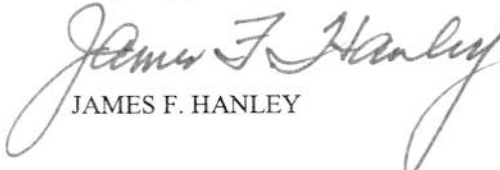
Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement that effective January 1, 2007, the Sanitation Officers Association shall be permitted five (5) additional full-time positions with full pay and benefits pursuant to Executive Order No. 75.

The Union's 2003-2007 collective bargaining settlement has been charged to fully fund these additional positions.

These five (5) positions are in addition to the one (1) additional full-time position with full pay and benefits effective July 31, 1999, that the Sanitation Officers Association shall be permitted pursuant to Executive Order No. 75 which had been funded in the 2000-2003 collective bargaining settlement.

Very truly yours,


JAMES F. HANLEY

10008



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

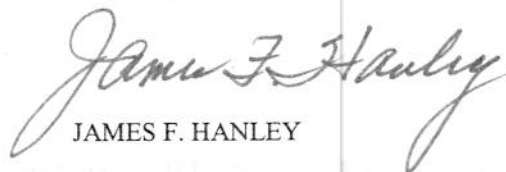
Joseph Mannion
President
Local 444, SEIU
Sanitation Officers Association
8510 Bay 16th Street – 2nd Floor
Brooklyn, New York 11214

Re: Agreement covering the period from November 13, 2007 through July 1, 2012

Dear Mr. Mannion:

This is to confirm our mutual understanding and agreement that the Sanitation Officers Association previously allocated funds from the additional compensation funds in the SOA Agreement for the period October 1, 2000 to April 30, 2003 sufficient to cover the SOA's cost of the Line of Duty Accident Disability Retirement improved benefit (.63%), which included a charge (.07%) for advancing funds from January 1, 2003 to January 1, 2002.

Very truly yours,


JAMES F. HANLEY

10008



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Commissioner

MARGARET M. CONNOR

First Deputy Commissioner

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

Re: Agreement covering the period from November 13, 2007 through July 1, 2012

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 in the SOA Agreement for the period October 1, 2000 to April 30, 2003 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.

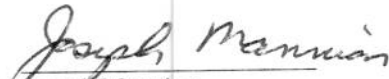
Subject to the exigencies of the Department, the allocation of these days shall be made in the Union's discretion. The Union shall give the Department sufficient notice in advance of the Union's intent to use such days.

Very truly yours,


JAMES F. HANLEY

AGREED AND ACCEPTED ON BEHALF OF LOCAL 444

BY:


Joseph Mannion
President

10008



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

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

Re: Agreement covering the period from November 13, 2007 through July 1, 2012

Dear Mr. Mannion:

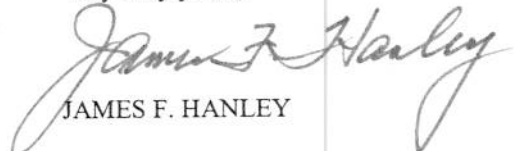
This is to confirm our mutual understanding and agreement that in the context of an overall settlement in the negotiations for the collective bargaining agreement referenced above, Local 444 agreed that any claims of any nature relating to all issues, outstanding or settled, with respect to the “Gerber” and “Kaufman” arbitration awards have been resolved and disposed of fully.

Accordingly, Local 444 agrees to refrain from seeking to enforce any of the terms of the aforementioned awards, and further agrees to refrain from seeking to enforce the Order and Judgment of the Honorable Robert D. Lippmann, dated and entered on October 16, 2006, and the Order and Judgment of the Honorable Diane A. Lebdeff, dated January 7, 1998.

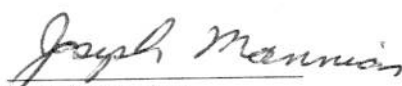
Local 444 and grievants in the above-named matters hereby jointly and severally release the City of New York and the Department from any and all claims, whether at law, in equity, or in any proceeding, contractual or otherwise, which it may now have or which they may have had theretofore in connection with the “Gerber” and “Kaufman” arbitration awards.

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

10008

