

LABOR AGREEMENT

2018-2022 LOCAL 317

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AFL-CIO

BLUE COLLAR UNIT

AND THE

CITY OF BINGHAMTON

NEW YORK

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DEFINITIONS[A1]

1. **Department** – A division of the municipal workforce that is based on particular activities and responsibilities, e.g. Department of Public Works, Fire Department, or Police Department.
2. **Bureau** – A sub-division of a municipal Department, e.g. Sanitation Bureau. The Water Bureau and the Sewer Bureau are separate Bureaus within the Department of Public Works.
3. **Position** – A budgeted title for an employee that has been identified and located within a specific bureau.
4. **Title** – The name given to a specific job classification that is recognized by Civil Service.
5. **Entry Level Position** – One of the following five (5) Titled Positions:
 - Street Maintainer
 - Laborer
 - Janitor
 - Cleaner
 - Pump Maintenance Helper
6. **Zero Day** – A day with no pay.
7. **Project** – The combination of one or more related tasks performed in unison by several employees consistent with a singular goal or common purpose.
8. **Pattern** – Three occurrences of a similar offense, e.g. calling in sick on a Monday, a Friday, and a Monday constitutes a pattern.
9. **Dues Check off Form** – A document, also known as a dues deduction authorization card, submitted to the Office of the Comptroller of the City of Binghamton by the Employee reflecting the Employee's written affirmative consent to have the City deduct dues and fees associated with membership in the bargaining unit from their payroll on a monthly basis.

This is an Agreement entered into by and between THE CITY OF BINGHAMTON, NEW YORK, hereinafter referred to as "Employer" and TEAMSTERS LOCAL UNION NO. 317 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (I.B.T.), hereinafter referred to as "TEAMSTERS LOCAL UNION NO. 317", under Article 14 of the Public Employees Fair Employment Act of the State of New York.

PURPOSE^[A2] AND INTENT

This Agreement sets forth terms and conditions of employment to promote orderly and peaceful labor relations among the Employer, the Employees and Teamsters Local 317. These parties jointly acknowledge their shared responsibility to offer and provide proper service, and thereby promote the best interest of the community and public secure employment for the membership represented by this Agreement. Therefore, the Employer and Teamsters Local 317, both encourage friendly and cooperative relations between their respective representatives, and among all Employees, at all levels of organization.

IT^[A3] IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL (cf: Taylor Law, 204.A).

1. MANAGEMENT^[A4] RIGHTS

- 1.1. The^[A5] Employer and Teamsters Local 317 recognize that the Employer has sole responsibility for managing City Government; controlling City property; and maintaining orderly and efficient operations. Accordingly, the Employer retains rights, including but not limited to, the following:
 - 1.1.1. To^[A6] select and direct the municipal work force, including:
 - 1.1.1.1. The right to suspend or discharge an Employee, for just cause.
 - 1.1.1.2. The right to; hire, assign, transfer, or promote all Employees.
 - 1.1.2. To determine the amount of overtime.
 - 1.1.3. To determine the number and locale of facilities, stations, etc.
 - 1.1.4. To manage facility maintenance and repair.
 - 1.1.5. To assess and assign supervision of Employees.
 - 1.1.6. To engineer, design, procure, select, assign, and control facilities, machinery, tools, or equipment, including the means and methods of operation.
 - 1.1.7. To procure and purchase services, by others, under contract or otherwise.
 - 1.1.8. Except as may be otherwise and specifically limited to, by this Agreement. The Employer shall only make reasonable and binding rules consistent with this Agreement.

2. PLEDGE^[A7] AGAINST DISCRIMINATION AND COERCION

- 2.1. The provisions of this Agreement apply equally to all Employees in Teamsters Local 317 without discrimination as to age, sex, marital status, race, color, national origin, political affiliation, religion, disability, military status, sexual orientation, gender expression or identity, weight and height for any reason whatsoever.
 - 2.1.1. The Employer and Teamsters Local 317 are equally responsible for applying these provisions of the Agreement.

- 2.2. Work rules shall be reasonable and shall be applied and enforced in a fair and equitable manner.
- 2.3. All references to Employees in this Agreement designate both sexes. Wherever or whenever the male gender is used in this document, the term shall be understood to include male and female Employees. The word, "Employee," as it appears in this Agreement, shall be interpreted to mean the singular or plural, whichever is applicable.
- 2.4 **The**^[A8] Employer shall not interfere with an Employee's right to become a member of Teamsters Local 317. Neither the Employer nor any representative of the Employer shall discriminate, interfere, restrain, or coerce any Employee as a consequence of Union membership or because an Employee is acting in an official capacity on behalf of Teamsters Local 317 or any other cause.

3. **SPECIAL**^[A9] **CONFERENCES**

- 3.1. Either the Mayor of Binghamton or the President of Local 317 may request a special conference.
 - 3.1.1. The Employer and Teamsters Local 317 agree that a special conference shall not be invoked or convened except for matters of importance and mutual concern.
 - 3.1.2. The special conference shall be scheduled, at the discretion of the Mayor, within thirty (30) days after the Mayor receives a formal request from Teamsters Local 317.
 - 3.1.3. The special conference shall be held at a reasonable hour, as agreed by the Employer and Teamsters Local 317.
 - 3.1.4. The Mayor may designate as many as two (2) additional representatives to attend the Special Conference on behalf of the Employer.
 - 3.1.5. Teamsters Local 317 President or his/her designee may attend the special conference on behalf of Teamsters Local 317, with no more than two (2) additional representatives from Teamsters Local 317. Union members who attend shall not lose time or pay as a consequence of attendance.
- 3.2. A Labor-Management Committee is hereby established to address important labor-management issues.
- 3.3. Labor-Management Committee meetings shall be scheduled upon request from the Employer or Teamsters Local 317.
- 3.4. Meetings of the Labor-Management Committee shall be attended by no more than three (3) Employer representatives and no more than three (3) Union representatives.
- 3.5. Labor-Management meetings shall be scheduled in advance and held during regular business hours, as agreed by participants.
- 3.6. Union representatives shall not lose time or pay as a consequence of attending a Labor-Management Committee meeting.
- 3.7. Immediately prior to the Labor-Management Committee meeting, Union representatives may hold a meeting to confer about relevant issues. The meeting shall be held in a location designated by the Employer, on City property, the Employer shall provide a place for confidential meeting between Union representatives.

4. **RECOGNITION**

- 4.1. **The**^[A10] Employer hereby recognizes Teamsters Local 317 as sole, exclusive representative for collective bargaining on behalf of all Employees of the Employer in the Department of Public

Works: Bureau of City Services (Sanitation and Building & Shops), Bureau of Transportation (Streets, Signals and Central Garage), Bureau of Parks & Recreation, Bureau of Water, Bureau of Sewer, and other titles annexed as Appendix "E" (not all inclusive) of this Agreement, with the exception of clerical personnel, all competitive Class supervisory personnel, part-time, seasonal or temporary Employees, and appointed personnel not subject to any of the provisions of the Civil Service System.

- 4.2. "The parties agree that the Master Electrician position created by the city in 2009 is properly designated in the Civil Service Employees Association (CSEA). This designation is not a precedent for any other designation. The City agrees that any future title or position within the Street Lighting / Electrical Bureau will be represented by the Teamsters Union[A11]."
- 4.3. As sole, exclusive representative for collective bargaining, Teamsters Local 317 shall negotiate rates of pay, hours of employment and all other conditions of employment for the term of this Agreement.

5. AID TO OTHER UNIONS

- 5.1. The[A12] Employer shall neither; aid, promote, or finance any labor groups or organizations which purport to engage in collective bargaining, nor shall the Employer make any agreement with any such group or organization for the purpose of undermining Teamsters Local 317.

6. UNION SECURITY AND DUES AND OTHER DEDUCTIONS

- 6.1. Employees have the right to join, not join, maintain or discontinue their membership in the Union. All employees who are employed by the Employer in the recognized unit shall have Teamsters Local 317 as their bargaining representative for the purpose of negotiating and enforcing the contract regardless of whether or not they are members of the Union. Employees who join the Union and remain members in good standing shall enjoy the full benefits of Union membership. Employees who are members of the Union are required to pay Union dues. For present employees, payment of Union dues shall commence no later than thirty (30) days following the effective date of execution of this Agreement, whichever is later, provided the City's office of the Comptroller has received the required "dues check-off form" from the Employee. For new employees, the payment shall start no later than thirty (30) days following the date of employment, provided the City's Office of the Comptroller has received the required "dues check-off" form from the Employee.
- 6.2. The Employer agrees to deduct from the pay of all employees who join the Union and complete the "dues check-off form" the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made, or within 30 days, whichever is earlier.
- 6.3. The Union shall certify to the Employer each month in writing a list of its members working for the Employer who have furnished to the Employer the required "dues check-off form", together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such members. The Employer shall deduct such amount from the first pay check following receipt of statement of certification and "dues check-off form" and remit to the Union in one lump sum.
- 6.4. The Employer shall notify the Union of the names of all new bargaining unit employees hired since the last list was submitted and remove from payroll the names of employees who are no longer employed, within 30 days of a final resignation or termination, according to New York law.
- 6.5. Should the City's Office of the Comptroller receive written notice from an individual employees that the individual revokes their affirmative consent to payroll deductions for Union membership, or otherwise provides written notice of the individual's withdrawal from such membership, no further deducting from pay shall be authorized according to federal law.

- 6.6. ~~With~~^[A13] the Employees permission, the Employer shall withhold initiation fees, at the rate of five (\$5.00) per pay period until the balance owed is fully paid.
- 6.7. The Employer shall make deductions for group disability and group life insurance from the pay of each Employee who executes, or has executed, prior authorization and who forwards, or has forwarded, this authorization to the Employer. Said deductions shall be contingent upon administrative procedures established by joint agreement between the Employer and Teamsters Local 317.
- 6.8. The aggregate total of all payroll deductions, i.e. union dues and insurance benefit deductions, as described above, shall be remitted each month to a financial officer of the local Union, who has been previously designated for this purpose, in writing, by the local Union President. Any change in this designation or for this purpose that occurs during the term of this Agreement shall be designated, in writing, by the local Union President
- 6.9. No authorization for payroll deduction shall be recognized or accepted from any labor organization that purports to engage in collective bargaining, other than International Brotherhood of Teamsters Local 317, nor shall any deduction be taken from the paycheck of any Employee for, or on behalf of, any labor organization other than Teamsters Local 317 party to this agreement.
- 6.10. Teamsters Local 317 shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or any other liability that occurs by reason of action taken by the Employer, for the purpose of complying with this section of the Agreement. Assignees have no right or interest in any authorized withholding, until such withholdings are paid, in accordance with the following procedure: On forwarding payment of withheld deductions, transmitted by mail to the Assignee's last known address, the Employer, and its officers shall be released from all liability to the Employee assignors and to the assignees under such assignments.

7. ~~UNION~~^[A14] REPRESENTATION

- 7.1. The Employer and Teamsters Local 317 agree that Employees in the Department and subdivided units thereof that are covered by this Agreement shall be represented by a Union Steward who shall be a regular employee. In the absence of Teamsters Local 317 steward, a Union officer is empowered to act on behalf of the Steward.
- 7.2. ~~Within~~^[A15] ten (10) days after the signing date of this Agreement, the Employer shall prepare a roster of all Employees represented by Teamsters Local 317, which shall be transmitted to Teamsters Local 317. Each month thereafter, the Employer shall transmit, to Teamsters Local 317, any changes to membership, employment, dues, as needed to update and maintain this roster.
- 7.3. Teamsters Local 317 shall provide to the Employer a current list of the officers and stewards and shall advise the Employer, in writing, of any changes.
- 7.4. The Employer hereby agrees that a Union steward, or designated Union representatives, shall be authorized to:
 - 7.4.1. Investigate and process grievances.
 - 7.4.2. Post Union notices.
 - 7.4.3. Attend meetings.
 - 7.4.4. Transit communications authorized by Teamsters Local 317, or Union officers, to the Employer or Employer representative.

- 7.4.5.** Consult with the Employer, Employer representatives, local Union officers, or other Union representatives concerning the enforcement of provisions of this Agreement.
- 7.5.** The actions provided under this § 7.4 (above), taken or performed by Union officers or Union representatives may occur during working hours, on Employer premises, and without loss of pay, provided that prior approval is first obtained from the Commissioner of Public Works, or designee, and provided that such approval is not withheld unreasonably.
- 7.5.1.** The Employee retains sole right to request and receive Union representation at meetings with the Employer. However, no aspect of the foregoing procedure for Union representation shall prohibit an Employee from meeting with the Employer without Union representation.
- 7.5.2.** No Agreement made between an Employee and the Employer shall bind Teamsters Local 317 nor can such an agreement be used as a precedent in the event of similar cases.
- 7.6.** Two elected representatives of the local Union shall be permitted three (3) days in a calendar year, or an aggregate of six (6) days for one representative, to attend functions of the International Union and/or Union Council, such as conventions or educational conferences, without loss of time or pay. In addition to the foregoing, an aggregate of four days for one representative or two days for each of two representatives shall be granted without pay, but without loss of personal or annual leave.
- 7.7.** Upon request from Teamsters Local 317, the Employer shall provide a room for an exclusive conference or private meeting between Union representatives and Employee(s) prior to Step 2, 3, or 4 of the Grievance Procedure, including discipline or discharge matters.
- 7.7.1.** Teamsters Local 317 shall submit a room request to the Employer at least four (4) hours prior to the meeting.
- 7.7.2.** No more than two (2) Union representatives may participate in an ongoing investigation of a grievance, on Employer time or under Employer compensation.
- 7.7.3.** If Teamsters Local 317 steward is party to an investigation, the steward shall be considered one of the two Union representatives allowed for this purpose. If the steward is an aggrieved party, the steward shall not be counted as a Union representative for purposes of the grievance.
- 7.7.4.** No more than three (3) representatives from Teamsters Local 317 shall attend a grievance hearing, unless one or more of Teamsters Local 317 representative is aggrieved or participating as a witness. The number of attending Union representatives from the Council or the International is not limited by this Agreement.

8. UNION BULLETIN BOARDS

- 8.1.** The Employer shall provide and install a bulletin board in each Departmental facility or primary place of employment, for the exclusive use of Teamsters Local 317 (Local 317).
- 8.2.** Teamsters Local 317 shall use the bulletin board to post notices and other matters of interest to Union members or to conduct other Union business, as approved by the local membership and/or Local Union Executive Board. The content of the bulletin board shall be controlled and policed by officers of Teamsters Local 317.
- 8.3.** Teamsters Local 317 retains the right to erect enclosed bulletin boards, at its own expense, at existing locations, contingent upon Employer approval of the design used for the bulletin boards.

9. ACCESS TO PREMISES

- 9.1. The Employer shall permit representatives of Teamsters Local 317, as well as representatives of the Council or International organization who are accompanied by representatives of Local 317, to enter the premises of the Employer, for the purpose of meeting with individual Employees to discuss working conditions, as long as the appropriate Department Head, or his designee of an Employee has confirmed that the proposed time and place of the meeting do not unduly interfere with the immediate duties and responsibilities of the Employee(s).
- 9.2. No more than two (2) Union officials, other than the elected representatives of Local 317, shall be permitted to enter the premises of the Employer.

10. PAYROLL RECORDS

If a dispute arises between the Employer and an Employee regarding payroll or vacation benefits, Teamsters Local 317 steward or duly designated Union representative shall have the right, upon written request given to the Employer, to review said records.

11. SUPERVISORY EMPLOYEES

Supervisory Employees shall not engage in work properly belonging to or assigned to other Employees in Teamsters Local 317, except in those cases where there is need for an emergency response and no qualified person is available to provide service.

12. WORK RULES

- 12.1. The Employer agrees to consult with Teamsters Local 317 ten (10) days prior to the establishment of new work rules or the modification of work rules.
- 12.2. When any existing rules are changed or new rules are established, they shall be posted on all bulletin boards for a period of at least one week before becoming effective.
- 12.3. Employees shall comply with all existing reasonable work rules that are not in conflict with the terms of this Agreement.
- 12.4. Any complaint as to the reasonableness of any new work rule, or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the grievance procedure.

13. WORKING^[A16] HOURS AND WORKWEEK

- 13.1 The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.
- 13.2 The regular workweek shall consist of 40 hours, Monday through Friday inclusive, and the workday shall be 8 consecutive hours within a 24 hour period with the following exceptions:
 - 13.2.1 The Employer will not schedule an employee to work during a pre-approved scheduled vacation, except in an emergency. Emergency, for purposes of this Section 13, shall be defined as the need for manpower to provide essential City services as determined by the Public Works Administration which shall be defined as the Commissioner, Deputy Commissioners or any higher administrative position or person with statutory authority to declare an emergency.
 - 13.2.2 The Employer shall have the right to establish a 10 hour, 4 day workweek, in all operations deemed necessary by the City. The Employer shall bid any and all ten-hour day assignments, with the most senior employees within affected bureau given preference for the assignments. If there should not be enough volunteers, then the Employer shall assign

employees in the inverse order of seniority in order to obtain the manpower needed.

13.2.3 The Parks Dept. will have one employee, either a volunteer offered by seniority or the least senior employee, if there are no volunteers, to work a Saturday, Sunday, Monday, Thursday and Friday schedule starting the last Saturday in April and ending the Friday after Columbus Day. The employee will be paid an additional \$1.00 per hour for all hours paid, including vacation time, sick time and personnel leave time, taken while on this schedule.

13.3 All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. Except for emergency situations, work schedules cannot be changed unless the changes are first discussed between the Union and the Employer and only then to meet the operational needs of the Employer to maintain operational efficiency.

13.4 Special work schedules showing the employees' shifts, workdays and hours shall be posted on relevant department bulletin boards at all times.

13.5 The Employer shall maintain and make available to employees, a daily record showing time worked.

13.6 In the event of a public transportation breakdown, severe storms, floods, or acts of God, strikes and similar occurrences, an employee's failure to report to work or an employee's reporting to work after his schedule starting time will be excused upon notification and approval of Commissioner of Public Works or designee, within one week after termination of the events referred to above.

13.7 Work schedules shall provide for a 10-minute break during each one-half work shift. This break shall be scheduled as close to the middle of each one-half shift as possible.

13.8 Employees who for any reason, work beyond the regular quitting time into the next shift, are entitled to at least a 10 - minute break period before they start work on such shift. In addition, they shall be granted the regular break period that occurs during the shift.

13.9 Employees shall be granted a 10-minute personal clean up period prior to the end of each work shift.

13.10 In the discretion of the immediate supervisor, an employee, because of the nature of his work assignment, may be permitted to return to his department headquarters to clean up prior to eating his lunch, if there is a lack of cleaning facilities at or near the site of his work provided he is able to return to his job site within the time allotted for such a period.

13.11 Under no circumstances shall an employee be sent home during his regular scheduled shift, without a minimum of four hours pay, because of a lack of work or inclement weather; however if any part of the four hours is worked, then the employees shall be paid for the entire eight hours.

13.13 The Employer will make every effort to afford to those employees that finish their workweek on other than the normal day of Friday, their paychecks on their last day of work during the pay period as presently scheduled. It is understood that occurrences such as machinery breakdowns, lack of sufficient manpower and shortened workweeks due to holidays, etc., may unavoidably cause the Employer to delay issuing checks until the normal Friday payday. The Union agrees that any employee, who cashes or attempts to cash his check before the date printed on that check, shall lose his privileges under this section.

14. OVERTIME^[A17]

14.1. All employees covered by this Agreement shall be paid time and one-half their regular straight time rate of pay for all work performed in excess of eight (8) hours in any work day, all work performed in excess of forty (40) hours in any work week except as may otherwise be stated in

this Agreement and all work performed before or after any scheduled work shift. This provision shall not be construed to provide for a pyramiding of overtime. If an employee has a vacation, personal day or holiday, that day will be used to calculate overtime, as long as this action complies with **Section 28** and **Section 29** of this Agreement.

- 14.1.1.** Employees using sick leave may be denied overtime opportunities if the employer has reasonable cause to believe the employee is unable to perform his work or has abused sick leave during the same workday. The burden of proof in denying the overtime will be upon the employer.
- 14.2.** Overtime shall be on a rotation basis, and shall be offered to employees on a rotation basis within job classification and bureau. Overtime shall be offered equally to employees working within the same job classification. If an employee has chosen to not be called for overtime, the Employer may remove the employee's name from the overtime lists, except for emergency calls. Supervisory employees shall not be permitted to work out of their class, except in cases where properly classified employees have been called out but are not available.
- 14.3.** Employees who are offered overtime work on this basis, but decline or who are unavailable when called, should be considered to have worked for purposes of attempting, as far as possible to equally distribute the overtime. The overtime list should be maintained and made available for inspection on a reasonable basis to the Union and kept up-to-date in each department. This applies to all overtime for which an employee is called in.
- 14.4.** An employee called for emergency duty, in addition to his regular working hours, shall receive not less than 4 hours pay. The employee's time shall be computed from the time he is called, provided that the employee reports to work within 1/2 hour of the time he is called. The employee shall receive time and one-half his regular rate of pay for the time actually worked, and if he does not work 4 hours, he shall receive straight time for the remaining time to a minimum of 4 hours, except that if the call time work assignment and the employees regular shift overlap, the employee shall then be paid the call time rate of time and one-half until he completes 4 hours' work. The employee shall then be paid for the balance of the regular work shift at straight time.
- 14.5.** Overtime shall be voluntary, except in cases of emergency and, as provided for in **Section 13.9**.
- 14.6.** Any employee required to work 4 hours of overtime following his regular full day shall then be granted one-half hour off with pay for the purpose of eating. A similar one-half hour off with pay shall be granted for each such 4-hour period of overtime, to be followed by additional overtime. This provision is intended to apply to only emergency overtime work following regular working hours.
- 14.7.** Supervision shall determine if an employee has worked sufficient hours after his regular shift to be sent home. However, should it be necessary to send an employee home prior to the end of his regular work shift for the purpose of recalling such employee to work another shift, which begins at the end of the employee's regular work shift or any time thereafter, or if such employee's work shift is split with an interval of more than 3 hours before his assigned call-back time, then such employee shall be paid time and one-half his regular rate of pay for all hours worked on such reassignment. Under no circumstances shall an employee be sent home during his regularly scheduled shift without a minimum of 4 hours pay because of lack of work or inclement weather; however, if any part of the 4 hours is worked, then the employee shall be paid for the entire 8 hours.
- 14.8.** [t/A18] is understood that in situations where following the normal overtime procedures will jeopardize the completion of a project, the regular rules set forth in **Section 14.2** above regarding overtime shall not apply. In these cases, overtime shall be offered first to the employees regularly working the specific project which requires overtime. However, if the completion of the project will require more than four (4) hours additional time beyond the regular shift or more than two (2)

consecutive days of overtime equaling eight (8) hours or more, than the regular rules regarding overtime shall apply.

14.8.1 It is understood that on blacktopping entire streets, road resurfacing or major road repairs other than potholes, senior employees within job classifications shall be allowed to bid said assignments on an annual basis. All overtime work on said jobs shall be given to employees assigned as above. If any of said employees do not wish to work overtime on a particular day, then the normal rules regarding overtime shall apply to his position.

14.8.2 Notification of said jobs shall be given to the Union by the employer one (1) week in advance unless otherwise agreed to by both the Union and the Employer.

14.9 The Employer shall have the right to require up to but not more than two (2) hours of overtime per day or ten (10) hours per week. If the Employer invokes this right, it shall be done in the following manner: Employees assigned to the particular job in question shall first be asked to volunteer. If there should not be enough volunteers, then assignment shall be made in the inverse order of seniority from those assigned to the particular job.

14.9.1 On any and all shift continuations the Employer shall guarantee one hour overtime and the employee may be required to work that hour, at the Employer's discretion. Any time worked in excess of one-hour overtime shall be paid in blocks of fifteen minutes for any portion of same worked, (one to fifteen minutes - 15, sixteen to 30 - 30 and so on). The Employer shall only be allowed to require up to but not over more than two (2) hours of overtime per day on a continuation of shift in other than ten hour per day operations.

14.9.2 If the employer schedules a Four (4) consecutive ten (10) hour shift, any work performed in excess of ten hours per shift will be paid at the rate of time and one-half.

14.10 The use of Compensatory time shall be governed by the following rules:

14.10.1 The option to accrue comp time in lieu of overtime pay shall be at the sole discretion of the employee.

14.10.2 Comp time is accrued at 1 ½ time the base rate of pay, the same as overtime is earned.

14.10.3 Up to 40 hours of comp time, per year, may be accrued which equals 26.66 hours of straight time. All comp time must be used by December 1st. If it is not used by December 1st, the remaining time shall be paid out at the overtime rate by the end of the year.

14.10.4 To schedule the use of comp time, 48 hours notice is required, the same as vacation time. Vacation time requests shall take precedence over comp time requests when they are turned in at the same time. The 10% rule also applies to the use of comp time.

15. SNOW REMOVAL PLAN

15.1. Beginning the first Sunday after the Thanksgiving holiday, and ending the first Monday in April of the following year, for the Department of Public Works, including mechanics.

15.2. There shall be an on-call pay, when mandated and/or called into work, of \$45.00 for 2018, \$50.00 for 2019, \$55.00 for 2020, \$60.00 for 2021, \$60.00 for 2022~~2~~ per weekend.

15.2.1. Employees who are mandated to work on off duty hours for weekend snow removal from the A & B list shall receive on-call pay

15.2.2. Weekday Coverage:

Day shift: Monday – Friday 6:00 am to 2:30 pm – when necessary, mandatory continuation allows for extended coverage until 6:00 pm

Night Shift: Sunday – Thursday 6:00 pm to 2:30 am – when necessary, mandatory continuation allows for extended coverage until 6:00 am

15.2.3. Weekend Coverage:

Rotation rosters will ensure weekend coverage from 6:00 pm Friday, through 6:00 pm Sunday. Day and Night shifts will be split into an “A” and “B” Roster. Employees will rotate on an “every other weekend” approach. Employees are required to report for work when called for a snow related event when their roster is on-call. In rare occurrences, the City shall have the right to deploy both the “A” and “B” rosters to fully staff an emergency event.

15.2.4. Employees scheduled for a full week of vacation will not be required to be on-call the weekend before or after their scheduled vacation.

15.2.5. In the event of a Holiday, the scheduled shift (A or B) will be extended to cover the Holiday day.

15.2.6. In the event that a call-out is initiated between 2:00 and 6:00 (AM or PM), the next scheduled shift will be required to report.

15.3. Weekend rotation rosters A and B shift will alternate every other weekend

15.3.1. Volunteer Roster

There shall be a volunteer list for each weekend consisting of CDL and non-CDL employees who are willing to volunteer if needed for snow removal. DPW employees only may volunteer for this list. The volunteer list will be called, if needed, after the A or B list is deployed and before a rotational call out. Employees on the volunteer list will receive on call pay only if they are called in to work.

15.3.2. Substitute Operator

A substitute list will be compiled at the beginning of the snow season. The list will consist of Teamsters from DPW, Parks, Water, Sewer and City Hall who will be willing to substitute with employees from the A or B list who are mandated to work.

15.3.3. Each employee is solely responsible for providing backup coverage if they will not be available for a particular weekend.

15.3.4. The scheduled Operator and the Substitute Operator must submit a “responsible operator exchange” form to the Supervisor by the close of business the Wednesday for night shifts and close of business Thursday for the day shift prior to the weekend shift. Final approval for substitute operators is at the discretion of the Department Head.

15.4. Out of Title Pay

Street Maintainers or Laborers with CDL-B licenses shall agree to “work up” out of title as a driver if requested by supervision during the snow season. Street Maintainers with CDL’s will be included with MEO’s on A/B lists. They shall receive the MEO’s pay rate for performing those duties during the winter season.

15.5. Response Requirements

A mandatory response is required for personnel on the “A and B” Rotation Rosters when called during the timeframe of their scheduled rotation. If an employee does not report and has not

provided a backup replacement, or if the backup does not report, the following disciplinary procedures will be assessed:

First Offense – Letter of Reprimand

Second Offense – A fine equivalent to one (1) days' pay

Third Offense – A fine equivalent to three (3) days' pay

Fourth Offense – A fine equivalent to five (5) days' pay and last chance agreement

Fifth Offense – Termination

15.5.1. Employees may substitute vacation, sick, or PL to meet the above fines. The disciplinary progression will reset at the end of each new winter season.

16. SENIORITY^[A19]

16.1. Any person newly hired is considered a Probationary Employee for up to the first twelve (12) months of employment in accordant with Civil Service rules. Any Employee who transfers into Teamsters Local 317, from a position outside Teamsters Local 317 is considered a New Employee for purpose(s) of Seniority and Probationary Status.

16.1.1. The Probationary Period shall be completed within one (1) year.

16.1.2. When a New Employee has completed the Probationary Period, the New Employee shall be entered on the Seniority List for Teamsters Local 317, retroactive to the initial date of employment within Teamsters Local 317.

16.1.3. There is no Seniority among Probationary Employees. When a New Employee has completed the probationary period, the New Employee shall receive all benefits afforded to all regular Employees.

16.1.4. ^{When}^[A20] more than one employee has the same hire date, the employees will be placed by using last names alphabetically, e.g. Atwater, Frank would be senior to Bukowski, Charles, if or when both employees had the same hire date.

16.2. Teamsters Local 317 shall represent Probationary Employees in relation to collective bargaining for rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement, except Teamsters Local 317 shall not represent a Probationary Employee who has been disciplined or discharged for reason other than Union activity.

16.3. Voluntary resignation, discharge for just cause, or retirement shall break the continuous service record of an Employee.

16.4. ^{The}^[A21] break in continuous service, caused when an Employee has voluntarily resigned or retired, subsequently returns to work in any capacity, shall be removed from that Employee's seniority record. Time restored and credited to an Employee under these circumstances is limited to the period during which the Employee was a working member of Teamsters Local 317.

16.5. ^{If}^[A22] an Employee who was initially hired under the CETA program was subsequently hired for permanent employment, the Seniority Date shall be the Employee's date of full-time employment under the CETA program

16.6. The Employer shall be responsible for compiling and maintaining a current Seniority List, in accordance with the following procedure:

16.6.1. On the date this Agreement is executed, the Employer shall compile and issue a Seniority List.

- 16.6.2.** The Seniority List shall be set up on a departmental or sub-unit basis.
- 16.6.3.** The Seniority List shall show the Name, Title, and Date of Hire within Classification for each Employee eligible for seniority credit.
- 16.6.4.** The Employer shall transmit a current Seniority List to the Secretary of Teamsters Local 317, upon written request and no less than once annually, on or before January 31 of each year.
- 16.7.** Seniority is contingent upon employment within Teamsters Local 317 and it is based on the Employee's initial Date of Hire. Seniority credited and earned shall include all time worked in Teamsters Local 317.
- 16.8.** Seniority shall apply to layoffs, promotions, transfers, and any other benefits afforded by this Agreement, except where specifically stated otherwise.
- 16.9.** An Employee shall lose his seniority during any period off the payroll for the following reasons:
- 16.9.1.** Quitting
- 16.9.2.** Being absent without authorization for a period of one week without a satisfactory explanation.
- 16.9.3.** Upon discharge, if the discharge is not reversed through the procedure set forth in this Agreement.
- 16.9.4.** Not returned to work when recalled from a lay-off, as set forth in the Recall procedure.
- 16.9.5.** Retirement
- 16.10.** The Employer shall grant shift preference based on seniority within the departmental or sub-unit Classification, provided a Known Vacancy exists. A Known Vacancy is a position that is known to be vacant for a period of more than three (>3) days duration, as the result of vacation, Sick Leave, Leave of absence, etc.
- 16.11.** If the Employer is making a temporary work assignment that requires an Employee to work in a lower Classification or to use equipment typically limited to work of a lower Classification, the Employer shall offer this work to the most senior employee available.
- 16.11.1.** If [A23] voluntary preference for such work has been solicited and no more senior employee is available, the Employer shall assign the work to the Employee with the least seniority within the departmental Classification or within the sub-unit Classification.
- 16.12.** If the Employer is assigning an Employee to a temporary assignment in another department or sub-unit, and, if an Employee within the department or sub-unit where the temporary assignment is being made would prefer the assignment, then, the Employer shall give preference to the Employee(s) with the most seniority, experience and qualifications when making the temporary assignment. Under these circumstances, a more senior Employee may defer the assignment to a less senior Employee within the department or sub-unit.
- 17. PROMOTION AND METHOD OF FILLING POSITIONS IN TEAMSTERS LOCAL 317**
- 17.1.** The term, "Promotion," means "to advance an Employee into a higher paying position."
- 17.2.** Whenever a Promotion is pending or whenever a new Job Classification opens or whenever a Position Vacancy (henceforth, "Vacancy") occurs, other than a Temporary Appointment within the Competitive Class or where applicable in the Non-Competitive Class, the Vacancy shall be filled

in accordance with Civil Service Rules of Procedure.

17.2.1. Whenever a Promotion and /or Vacancy is to be filled, (except for entry-level positions) it shall be made from within Teamsters Local 317, as long as the Applicant meets the qualifications and experience required for the Position. For purposes of this Section, "Qualifications and Experience" is understood as defined in Appendix C of this Agreement.

17.2.2. For the purpose of filling vacancies the term (entry level position includes the following titles: Street Maintainer, laborer, janitor, cleaner, and pump maintenance helper.

17.3. If a new Position or Vacancy occur in the competitive Class, which cannot be filled because of the absence of an appropriate Civil Service list, or in the non-competitive Class (other than entry level) the Position shall be posted on all bulletin boards for a period of ten (10) working days, stating the job title, pay rate, and necessary qualifications for the job.

17.3.1. If more than sixty (60) calendar days have passed since any previous posting, the Position or Vacancy must be re-posted before it can be filled.

17.4. An Employee may respond to a posted position or vacancy by preparing a written application and submitting the application to Civil Service.

17.5. A Position or Vacancy shall be filled by selecting a candidate for appointment from those Employees who have submitted an application and who have been qualified by the Municipal Civil Service Commission. If more than one candidate qualifies for the Position, selection shall be determined by Seniority within the Department first. If there are no qualified applicants within the department, then qualified Teamster applicants outside the department will be determined by Seniority.

17.6. Whenever an Employee has been selected to fill a Position or Vacancy, the appointment shall be probationary for the period specified by Civil Service Rules of Procedure.

17.6.1. If the Employer determines that a probationary Employee does not meet the requirements or responsibilities of the Probationary Position, the Employer shall restore the Employee to the Position held by that Employee prior to the probationary appointment.

17.6.2. An Employee who is working in a Probationary Position has the right to revert to their former Position, at any time throughout the Probationary Period.

17.7. An Employee who is working in a Probationary Position shall be paid (compensated) at the Rate of Pay for the new Class, throughout the probation period, except that in no case shall the Employee be paid less than the Rate of Pay of their former Class. Employees who have completed the wage progression, 36 months of service within the Blue Collar Unit, ~~in their current position (Appendix), will~~ receive 100% of the wage rate for any ~~promotional~~ subsequent position given to the employee.

18. TRANSFERS, FILLING OF TEMPORARY VACANCIES AND BIDDING POSITION ASSIGNMENTS

18.1. If the Employer transfers an Employee into a Temporary Position that is not included in Teamsters Local 317, the Employee shall accumulate Seniority for the period of employment in that Position. The Employee shall retain all rights and benefits accrued as a member of Teamsters Local 317, provided in this Agreement.

18.1.1. Temporary shall be defined as not more than six months. An Employee that remains in a position beyond the six months shall retain no rights or benefits that would be accrued by

a Teamster Local #317 member.

- 18.2.** If the Employer transfers an Employee into a Position that is not included in Teamsters Local 317, shall be subject to Probationary Appointment, as specified in the Civil Service Rules of Procedure.
- 18.2.1.** If the Employer finds that the Employee does not meet the requirements or responsibilities of the Position, the Employer shall restore the Employee to the Position held by that Employee prior to the probationary appointment.
- 18.2.2.** The Employee retains the right to revert to their former Position, at any time throughout the Probationary Period.
- 18.3.** Employees who have been displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs; the installation of new equipment or machinery; the curtailment or replacement of existing facilities; the development of new facilities; or for any other reason), shall be permitted to exercise the rights established in **Section "41. LAY-OFF,"** or in **Section "42. RECALL PROCEDURE,"** of this Agreement.
- 18.4.** An Employee who prefers a different job may prepare a written application for transfer and submit it to the Department Head the Employee would like to transfer to. The applications are valid for 90 days.
- 18.5.** Qualified Employees requesting transfers in writing for reasons other than elimination of jobs shall be transferred to equal or lower paying jobs, on the basis of seniority within Teamsters Local 317, provided a vacancy exists and provided there are no candidates who applied within the department. The Employer shall not deny a request for transfer without reason. Employees requesting a transfer to an entry level position are required to have submitted a written request to transfer prior to the position becoming vacant.
- 18.6.** A Temporary Vacancy for a Position within Teamsters Local 317, which has resulted from vacation, illness, etc., shall be filled in accordance with following procedure:
- 18.6.1.** If a Civil Service list for said job exists, then the temporary job shall be offered to those Teamster Local 317 employees whose names appear on said list, notwithstanding the fact that the list would have expired according to Civil Service rules of procedure, and without regard to seniority.
- 18.6.2.** If the job is not filled pursuant to Subsection 1 above, the Employer shall fill the Vacancy by offering the Position, based on Seniority, to a duly qualified, regular, full-time Employee.
- 18.7.** If the Employer assigns an Employee to fill a Temporary Vacancy that is normally compensated at Rate of Pay higher than the Rate currently received by that Employee, and if the Employee works in that Classification for more than five (5) days in any one (1) calendar year, the Employer shall compensate the Employee at the higher Rate of Pay.
- 18.7.1.** This condition does not apply to an Employee who, at their own request, is working under a different Classification, i.e. "out of title," to gain experience or be trained in that Class.
- 18.7.2.** If the Employer assigns an Employee to fill a Temporary Vacancy in a lower Classification, the Employee shall be compensated at a Rate of Pay no less than his regular Rate of Pay.
- 18.8.** If and when the Employer separates the Streets Bureau from the Sanitation Bureau; all employees currently in Streets and Sanitation shall bid by seniority into either bureau, until all positions are filled. All future bids shall be for open positions only.

18.9 Employees working in Street and Sanitation on the first shift will be allowed to bid the position assignments of recycling, garbage and paving every one (1) year.

18.9.1 Specific pieces of equipment or hardware are not subject to bid.

19. EMPLOYMENT OPPORTUNITIES

The Employer shall grant a Leave of Absence Without Pay to an Employee who is required to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of higher class that requires such conditions to be met, or where an Employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer.

20. DISABLED EMPLOYEES

The parties agree to abide by all regulations of the American with Disabilities Act.

21. TEMPORARY EMPLOYEES

21.1. A temporary employee as indicated above shall not include any new employee of the City hired to fill a budgeted, full-time position where both of the following two conditions (22.1.1, 22.1.2) apply:

21.1.1. The vacancy being filled is deemed temporary because the incumbent vacating the position has been promoted or transferred and is serving a probationary period in the new position and has retreat rights to the position during such probationary period.

21.1.2. The vacancy is in a classification that Civil Service Rules and Regulations shall not allow for a provisional appointment because the position is not classified as competitive. In such cases, even though the new employee shall be deemed by Civil Service to hold a temporary appointment, such employee shall receive full fringe benefits and shall be subject to the provisions of Section 3, Union Dues, above. Further, such an individual shall be required to serve the normal probationary period after their temporary appointment expires.

21.1.3. This agreement neither creates any new retreat rights nor confers any existing retreat rights to any employee, except as such rights currently exist and are otherwise deemed applicable to such an employee under Civil Service law.

22. RATES AND/OR SPECIFICATIONS FOR OLD AND NEW JOBS

When a new position is being placed in Teamsters Local 317, but cannot be placed within an existing Classification or be described by an existing set of duties or requirements, the Employer or Employer representative shall notify Teamsters Local 317, prior to establishing a rate structure, specifications, and requirements for the new Position.

22.1. In the event that Teamsters Local 317 does not or cannot agree with the proposed change, the new Position shall become subject to negotiation, including the PERB impasse procedure, as needed for timely resolution.

23. EQUIPMENT CLASSIFICATION

For the purposes of this Agreement, the following pieces of equipment are hereby Classified as "Heavy, Specialized": bulldozer, grader, roller (≥10-ton mgw), tractor, trailer, snow loader and conveyor, street sealing equipment, belt loader, *Sno-Go* crane, backhoe, front end loader.

24. ATTENDANCE

- 24.1.** Combining all of the following accrued days: vacation, personal, and sick – employees within the blue collar unit shall be allowed to use a total of ten (10) accrued one-half days per calendar year. **Employees taking one-half days do not have to report to Occ. Med for evaluation.**
- 24.2.** Where an employee is absent without approved leave credit the Department Head may grant an employee time off on a daily basis without pay, only after they have expended all personal, sick, and vacation time accrued. However, the employee shall be required to produce proof of a satisfactory explanation within five workdays for each time off (the employee is required to follow call in procedures).
- 24.2.1.** If the Employee does not submit a satisfactory explanation of the absence to the Employer, that Employee may be subject to Progressive Disciplinary Action(s).
- 24.2.2.** If an employee has vacation, sick, or personal leave time, they must use that time before requesting a “zero” day. (Zero day is a day with no pay)
- 24.3.** The Employer and Teamsters Local 317 agree that unauthorized use and abuse of Sick Leave does not serve the best interest of the City or of Teamsters Local 317. Further, both parties agree that unauthorized and abusive use of Sick Leave must be curbed. Therefore, the Employer and Teamsters Local 317 agree to the following provisions shall apply from the date of this contract forward.
- 24.4.** If an Employee uses six(6) days of Sick Leave in a calendar year (for this purpose one-half sick day counts as one towards the six days), the Employee shall receive a disciplinary letter advising the Employee about the abusive pattern of Sick Leave. The employee will need to provide a valid doctor’s note dated the day of the absence, stating the employee was ill and could not work for the designated day (s). This is to be provided to the Supervisor the day they return to work. If the note is not provided, the employee will be subject to the appropriate discipline. An employee who is admitted to the hospital and provides the documentation to support this, will not have the time he is out count towards the 6 day sick letter. An illness or injury which causes an employee to be out sick 5 or more consecutive work days and provides valid medical documentation, will only have one day count towards the 6 day sick letter. All documentation for aforementioned situations will be provided to the Director of Personnel and Safety for approval.
- 24.4.1.** If an Employee is charged with automatic, unpaid, AWA, pursuant to the terms and conditions of this § of the Agreement, the disciplinary action shall proceed in the same manner as any other AWA, as provided by the work rules and penalties under this Agreement, up to and including discharge.

25. SICK LEAVE

- 25.1.** Any Employee covered by this Agreement contracting or incurring any non-service connected sickness or disability which renders such Employee unable to perform the duties of his employment, quarantined by health authorities, making a visit to a physician which cannot be scheduled in the Employees non-working hours or medical visits made as a result of job-incurred sickness or injury shall receive Sick Leave with pay, provided the Employee has the required accumulated Sick Leave.
- 25.1.1.** Employees covered by this Agreement shall earn and accumulate Sick Leave credits at a rate of one day each month.
- 25.1.2.** An Employee shall not earn Sick Leave credits for any month unless he is in full pay status for at least fourteen (14) days during such month.
- 25.1.3.** Any Employee not using Sick Leave in a consecutive nine (9) month period within a calendar year shall receive an additional Sick Day (maximum of one (1) each year) to be added to the Employee's accumulated Sick Leave bank. If an employee uses any portion

of the ½ sick day in hour increments, they are not eligible for the additional sick day.
25.1.3-25.1.4. Employees who use a sick day after working overtime, past midnight, will not have the sick day used in the calculation for the 6 day sick letter or the 10 ½ day letter.

- 25.2. In the event that a question arises concerning the amount of Sick Leave due an Employee, Teamsters Local 317 steward or any other Union officer shall, upon written request be granted access to the Sick Leave records of the Employee involved in the dispute.
- 25.3. Employees shall be eligible to earn and use sick leave upon the completion of ninety (90) days of employment.
- 25.4. Sick Leave shall be granted upon approval of the Department Head, and in cases such sickness is for a period of more than 5 days, must be accompanied by a valid certificate from the attending physician.
- 25.5. In cases where an Employee has utilized twelve (12) or more Sick Days in one calendar year, without a doctor's certificate, a request for any additional Sick Leave shall be accompanied by a doctor's certificate to qualify the Employee for Sick Leave with pay, provided that the Employee has the required accumulated Sick Leave.
- 25.6. The use of Sick Leave by an Employee for purposes other than as set forth in subsection (25.1) herein shall subject the Employee to disciplinary action.
- 25.7. Sick Leave may be figured on a half-day basis.

The Employee may use four (4) hours of Sick Leave in a calendar year in one (1) hour increments on the condition that the Employee gives five (5) days written notice to a Deputy Commissioner of a doctor's appointment and takes the hour at the beginning or end of his shift. The 4 hours of sick leave taken in on hour increments, does NOT count towards the six (6) day sick letter or 10 ½ day letter.

The Employer may, in its sole discretion, on recommendation of the Employee's immediate supervisor, approved by the Commissioner or a Deputy Commissioner of Public Works, waive the five (5) days written notice.

26. SICK TIME BUYBACK

- 24.1 In order to provide an incentive for employees to accumulate and maintain an adequate amount of sick leave, the City has initiated a "sick day buyback plan". Under this plan employees who do not use sick days will be compensated by the City purchasing back some of the days not used that were earned in the relevant year.

The sick day buy back incentive plan will be implemented only at the employee's written request which must be provided to the employer by January 1st of each year of the contract, to receive payment for sick days accumulated in the previous year.

In order to qualify for the plan the employee must first accumulate and not use six (6) days of sick leave in the relevant year. Any sick days not used in excess of the six days of accumulation will be bought back by the City at the employee's regular rate of pay. Pays will be made once a year and included in the final January paycheck of the succeeding year. Only employees hired prior to June 1st of each year would qualify for the program in that year.

Buy-back Example:

| Sick Days Accumulated | Sick Days Bought Back |
|-----------------------|-----------------------|
| 0-6 | 0 |
| 7 | 1 |

| | |
|----|---|
| 8 | 2 |
| 9 | 3 |
| 10 | 4 |
| 11 | 5 |
| 12 | 6 |
| 13 | 7 |

27. SICK TIME PAYOUT UPON RETIREMENT

- 27.1. Upon retirement from employment with the City of Binghamton, an Employee is entitled to payment equivalent to sixty-six and two-thirds percent (66.66%) of the Employee's most recent, regular, daily Rate of Pay.
- 27.2. Payment shall be made for each earned and accumulated Sick Leave day, up to a maximum of one hundred fifty (150) days.
- 27.3. The maximum payment, pursuant to this Section, shall be the equivalent of one hundred (100) days of pay.
- 27.4. Unless the Employer and Teamsters Local 317 agree otherwise, the Employee may take payment for accumulated Sick Leave in either one of two ways: as a cash payment or as payment applied to offset the cost of post-retirement, health insurance premiums.
- 27.5. To be eligible for this benefit (payout for accumulated Sick Leave), an Employee has to have worked at least half of the workdays during the last three (3) calendar months immediately prior to retirement. Right to waive this condition is reserved by the Employer.

28. PERSONAL LEAVE

- 28.1. Employees are entitled to five (5) Personal Leave days each year that may be used whenever needed and shall not be denied.
- 28.2. The Employee shall request Personal Leave at least twenty-four (24) hours prior to the regularly scheduled shift, except in the event of emergency. The reason for an emergency PL day must be provided in writing to the Department Head. An employee proven to have provided a false explanation shall be subject to appropriate disciplinary action. Any denial of such an emergency personal leave request shall be subject to the grievance and arbitration provisions of the labor agreement.
- 28.3. Personal Leave is not cumulative and must be used within the calendar year.

29. VACATION LEAVE

- 29.1. Every Employee who was hired prior to January 1, 1991, shall earn credit toward annual Leave at the rate of one-half (1/2) day of credit for each bi-weekly pay period, during which the Employee has received full pay for at least seven (7) work days during the pay period.
- 29.2. Every Employee who is party to this Agreement shall earn and receive credit for additional Leave in accordance with the following schedule:

| Completed Years of Service | Additional Annual Leave Days |
|-----------------------------------|-------------------------------------|
| 1 | 1 |
| 2 | 2 |

| | |
|------------|----|
| 3 | 3 |
| 4 | 4 |
| 5 | 5 |
| 6 | 6 |
| 7-17 | 7 |
| 18 or more | 12 |

29.3. A newly appointed member of Teamsters Local 317, who was hired and employed subsequent to January 1, 1991, shall earn and accumulate credit for annual Leave in accordance with the following schedule:

29.3.1. After one (1) year of service - five (5) vacation days

29.3.2. After two (2) years of service - ten (10) vacation days

29.3.3. After three (3) years of service - fifteen (15) vacation days

29.3.4. After four (4) years of service - Employees shall receive the same vacation schedule as those Employees hired prior to January 1, 1991 (see Subsection 28.2)

29.4. If an Employee is separated from service, the Employer shall provide compensation, to the Employee, for all unused annual Leave credits that were earned prior to and including the last day of Employment.

29.5. If an Employee dies while actively employed with the City, any monies owed to him/her will be paid to the beneficiary noted on the applicable beneficiary forms. This includes, pay, vacation, sick, PL, overtime and unused comp time.

29.6. At the discretion of the Commissioner or designee, an Employee is allowed to hold over a maximum of five (5) days of credit for Vacation Leave, up until and including March 31st of the following year. A written request to hold Leave shall be submitted to the Commissioner, or designee, on or before September 1st of the calendar year prior to the hold over period.

29.7. The Employer shall prepare a vacation schedule for each sub-unit, in advance of any scheduled vacation period for each year.

29.7.1. A bid for vacation time must be made in a block of five (5) work days, unless there are less than five (5) days of Leave available to the Employee.

29.7.2. If an Employee has less than five (5) days available for bid, the Employee may use the remaining days by providing a minimum of forty-eight (48) hours of advance, written notice to the Employer.

29.7.3. Vacation days shall be allowed in half (1/2) day increments.

29.8. The vacation bid for the following calendar year shall occur during the first week of December. The employer shall notify Teamsters Local 317 ten days in advance of the time, date, and place designated, by Bureau, for the bids to take place.

29.8.1. The bid process shall be organized in accordance with Employment Classification within each Bureau.

29.8.2. The Commissioner of Public Works or designee shall manage and conduct the bid process.

29.8.3. Any Employee(s) who is unable to attend the schedule meeting may, under special

circumstances, submit their bids in writing, subject to Employer review and approval.

29.8.4. Vacation Bid Requirements

Required Bid

| | |
|-------------|-----------------------------------|
| One Week | One week block or individual days |
| Two Weeks | One week blocks |
| Three Weeks | Two x one week blocks |
| Four Weeks | Two x one week blocks |
| Five Weeks | Two x one week blocks |

29.8.5. All carryover time (5 days or less) from the previous year shall be bid prior to any regular vacation bid. The time bid must fall between January 1st and March 31st. This shall be done by seniority.

29.8.6. The Employer shall post the bid date no less than ten days prior to.

29.8.6.1. No more than ten percent of the work force, by bureau, by classification, are permitted to be on vacation at any time, without permission of the appropriate supervisor and the Commissioner or designee. If an employee is denied vacation under this section, by their supervisor, the employee may request a reconsideration by the Commissioner.

29.8.7. An Employee who has had seven (7) or more years of continuous service with the Employer is not required to accumulate annual leave over the course of the calendar year. The Employee shall be credited for the total amount of annual leave on the first day (January 1st) of their eighth year, and on the first day of each new calendar year of service, thereafter.

29.8.8. The Annual Leave of any Employee, who has had seven (7) or more years of continuous service with the Employer and who has been absent for an extended period, under Workman's Compensation, Disability, or an approved Leave of Absence of two (2) months or more, shall be pro-rated to reflect the period absence enjoyed under any one or all of these benefits.

29.8.8.1. The terms and conditions of the thirty (30) day, Return to Work provisions of this Agreement apply to any Employee who invokes or is subject to the terms of this section.

29.8.8.2. The Employer and Teamsters Local 317 agree that neither party intends to use the pro-rating provisions of this section to dock an Employee who retires at a future date.

29.8.9. The Employer may advance Leave to an Employee who furnishes written statement from a medical doctor that certifies the absence as being due to the Employee's illness. The Employer reserves the right to have the Employee examined by a physician, of the Employer's choice and at the Employer's expense, to verify the Employee's illness.

29.8.10. If an Employee has been absent from work for a period of three (3) months, or more, and if the Employee is returning from extended leave under a Disability and/or Workers Compensation benefit, the Employee must work for a period of one (1) month before the Employee can be eligible to use any accrued Leave. If necessary, an Employee may carry-over five (5) days of Annual Leave from one calendar year into the following calendar year.

29.8.11. Neither Personal Leave nor Annual Leave (vacation time) may be used by any

Employee who is scheduled to work during the day on Christmas Eve or during the day on Christmas Day of the same year.

29.8.11.1. Employee, who has been scheduled to work during the day on Christmas Eve or during the day on Christmas Day of the same year, may not use a Sick Day for an absence, unless the Employee obtains and presents diagnostic evaluation from a physician that explains why the Employee could not work.

29.8.11.2. If diagnostic explanation is not presented or verified, the Employer may charge the Employee for being absent without Authorization and thereby subject to disciplinary action.

30. HOLIDAYS

30.1. All Employees covered by this Agreement shall receive the following paid Holidays:

- 1. New Years Day**
- 2. Martin Luther King Day**
- 3. Presidents Day**
- 4. Good Friday (full day)**
- 5. Memorial Day**
- 6. Independence Day**
- 7. Labor Day**
- 8. Columbus Day**
- 9. Veterans Day**
- 10. Thanksgiving Day**
- 11. Day after Thanksgiving Day**
- 12. Christmas Day**

30.1.1. An Employee who is scheduled to work a shift on a (the Christmas) Holiday and who calls in sick shall not receive Holiday pay, with the exceptions of employees that work regularly within a seven day work schedule, e.g. Water Filtration Plant Operators.

30.1.2. An Employee who has been laid off or furloughed during a Holiday is not eligible to receive Holiday pay.

30.2. An Employee who is receiving benefits through Disability or Workers Compensation is not eligible to receive Holiday Pay.

30.3. In addition to receiving the standard compensation for a listed Holiday, an Employee who is required to work that day shall receive compensation at one and one-half (1-1/2) times their regular Rate of Pay.

30.4. Whenever a listed Holiday occurs on a Sunday, the Holiday benefit shall be assigned to the following Monday.

30.5. Whenever a listed Holiday occurs during an Employee's scheduled vacation, the Employee shall be granted an extra day for a Holiday.

30.6. Whenever a Holiday occurs on a Saturday, the Mayor shall have the option to designate the preceding Friday as the paid Holiday for any Employee whose Regular Work Week, as designated elsewhere in this Agreement, is Monday-Friday. Alternatively, an Employee may receive a day off with pay, subject to the prior approval of the Employer.

- 30.7. If a Holiday occurs on an Employee's Regular Day Off, the Employee shall be paid an additional eight (8) hours
- 30.8. When computing overtime, all Holiday hours for which an Employee has been compensated shall be computed as "hours worked."
- 30.9. If the Mayor establishes or designates a day for special observance, any Employee who is required to work on that day shall receive a compensatory day off at a later date.
- 30.10. An Employee who does not report to work because of sickness on the day immediately before or immediately after the Holiday shall provide a signed diagnosis from a doctor in order to receive the Holiday benefit.

31. JURY DUTY

- 31.1. An Employee who is unable to work while serving Jury Duty, as certified by the Clerk of the Court, shall receive compensation from the Employer, equal to the Regular Rate of Pay for eight (8) hours minus the daily fee paid to Jurists. Payment of this benefit is contingent upon the following, addition conditions:
- 31.2. Upon receipt of a summons for Jury Duty, the Employee must notify the Employer immediately.
- 31.3. If the Jury is cancelled, or if the prospective Jurist is excused, before convening, the Employee shall report to work by 9:15 a.m.
- 31.4. If the Jury is cancelled, or if the prospective Jurist is excused, before 1 p.m., the Employee shall report to work for the balance of the Regular Shift.
- 31.5. If the Jury is cancelled, or if the prospective Jurist is excused, after 1 p.m., the Employee does not have to report back to work.
- 31.6. The Employee shall present substantive proof of service on Jury Duty, including written documentation of any payments received as compensation for service.
- 31.7. For purposes of computing overtime, time spent providing Jury service shall not receive be considered "time worked."
- 31.8. This Section does not apply to an Employee who voluntarily seeks Jury Duty.

32. WAGES, LONGEVITY, AND ADJUSTMENTS

32.1. **Basic Wages** – Basic wages of the Employees, shall be increased by the following amounts on 1/1 of each year:

2018 –\$.45 2019 - \$.45 2020 - 2.25% 2021- 2.25% 2022 – 2.25%

32.2. **Longevity** – Longevity shall be included in the regular Rate of Pay used to calculate overtime.

32.2.1. The Employer shall pay a proportionate share of longevity pay with each paycheck.

32.2.2. Longevity shall not be used to calculate any salary increase negotiated between parties.

32.2.3. Longevity payments are not cumulative.

32.2.4. The Employer shall use the following Longevity Payments, effective January 1, 2008:

| Anniversary | Longevity Payment | Hourly Increase |
|--------------------|--------------------------|------------------------|
| 0 | \$ - | \$ - |

| | | | | |
|----|----|----------|----|------|
| 10 | \$ | 520.00 | \$ | 0.25 |
| 15 | \$ | 728.00 | \$ | 0.35 |
| 20 | \$ | 956.80 | \$ | 0.46 |
| 25 | \$ | 1,206.40 | \$ | 0.58 |
| 30 | \$ | 1,456.00 | \$ | 0.70 |

32.2.5. Longevity amounts shall be added to the regular Rate of Pay on the anniversary date of the year of service.

For example, the paycheck issued immediately prior to an Employee's 20th anniversary shall reflect a proportionate share of the \$520.00 payment. Whereas, the paycheck immediately after an Employee's 20th anniversary shall reflect a proportionate share of the \$750.00 payment.

32.2.6. Retroactivity – All current Employees and retirees who worked during 2018 and 2019 shall receive retroactive salary adjustments for all paid hours in 2018 and in 2019 until the rate changes are put into effect.???

33. SHIFT DIFFERENTIAL

In addition to the established wage rates, the Employer shall pay an hourly premium of \$.50 for all hours paid to employees who work a regular shift between 3:00 P.M. and 11:00 P.M., and \$.75 an hour to employees who work a regular shift between 11:00 P.M. and 7:00 A.M. The shift differential is to be included in all hours paid as part of the base rate for employees on all shifts.

34. UNIFORMS, TOOL ALLOWANCES, AND SPECIAL LICENSES

34.1. Uniforms – Annually at no cost to the Employee, the Employer shall provide ten (10) T-shirts to Employees from the following divisions of the Department of Public Works: Bureau of Parks and Recreation, Bureau of Water and Sewer, Bureau of Sanitation, Bureau of Facilities (City Hall), Bureau of Transportation and Central Garage (Motor Pool). At no time shall these T-shirts be cut or altered in any way.

34.1.1. Designated Employees shall wear a uniform during all working hours.

34.1.2. No Employee shall wear a City-issued uniform outside of work, except when traveling to and from work.

34.1.3. Worn shirts shall be replaced when returned to the Employer.

34.1.4. If an Employee loses a uniform (excluding tee shirts), the Employee shall pay the cost to replace the lost item.

34.1.5. Employees who have not been provided with uniform pants are required to wear long, dark blue or black pants. During the summer months employees may wear khaki or navy long pants.

34.1.6. Blue jeans are acceptable, if the fabric does not contain rips or holes. Knee-length blue jean shorts, with belt loops and without rips, tears, or fringed fabric are acceptable during periods of warm weather for truck drivers only or other positions the City may determine acceptable. Cut-off jean shorts are not acceptable.

34.1.7. Employees from Central Garage, Motor Pool, and City Hall, along storekeepers from other Bureaus, shall be provided with up to five (5) uniforms or coveralls. Mechanics will be provided with eight (8) uniforms or coveralls.

34.1.8. Employer has the exclusive right to select and retain a vendor to supply and maintain

Employee uniforms

34.1.9. Mechanics will be provided with cotton pants at no additional cost as per PESH regulations.

34.1.10. Employees may have uniforms cleaned and maintained by the City-specified vendor or they may choose to make other arrangements for cleaning and maintaining uniforms at their own expense.

34.2. Safety Clothes– Employees will be reimbursed p to \$200 per year, beginning on 1/1/2015. Employees are required to wear approved safety boots and winter jackets to work. This money is to be used for the boots and winter jackets and other work clothes. Effective 1/1/2020, eEmployees will receive \$275 per year on the second pay in January, to purchase safety clothes (separate check). If an employee leaves the City from January 1st through March 31st, they will be required to reimburse the City the full amount of the clothing allowance. If an employee leaves the City from April 1st through June 30th, they are required to reimburse the City 50% of the clothing allowance. This will be done by deducting the amount from their last paycheck or payout. Employees are required to wear approved safety boots and winter jackets to work. This money is to be used for the purchase of these items.

34.3. Tool Allowances –Effective January 1, 2015, Fleet Mechanics and the Signal Electrician may receive an annual tool allowance, in the form of a reimbursement, for an amount not to exceed \$300. Dated receipts must be provided to the employer within 30 days of purchase. Effective 1/1/2020, General Equipment Mechanics and the Signal Electrician shall be provided with a tool allowance of \$345 per year, which will be paid to the employee via a separate check on the second pay in January. If an employee leaves the City from January 1st through March 31st, they will be required to reimburse the City the full amount of the tool allowance. If an employee leaves the City from April 1st through June 30th, they are required to reimburse the City 50% of the tool allowance. This will be done by deducting the amount from their last paycheck or payouts.

34.4. Special Licenses – A Special License is defined as a license that is required under any new commercial licensing law or as a license required for highly skilled or dangerous work, such as asbestos removal or hazardous waste removal.

34.4.1. The Employer will reimburse employees the full fee paid by the employees for licenses required by title.

34.4.2. Any payment, made to an Employee as reimbursement for special licensing, shall be made within thirty (30) days after the Employee has provided dated proof of expenditure to the Employer.

35. PROTECTIVE CLOTHING AND EQUIPMENT

35.1. Rainwear – Upon request, the Employer shall provide rainwear and safety equipment as needed to protect Employees from injury.

35.2. Personal Protective Equipment – The Employer shall provide Personal Protective Equipment (PPE) to Employees. Any Employee who has been provided with personal protective equipment shall use the equipment in accordance with policies, methods, and procedures presented during formal PPE training.

36. HEPATITIS-B VACCINE

36.1. All Employees who are members of Teamsters Local 317, and who have a specific job Classification that presents a significant risk of exposure to Hepatitis-B, shall be provided with the opportunity to receive a preventive vaccine for the Hepatitis-B virus, at no cost to the Employee. Participation is voluntary.

37. HEALTH INSURANCE

- 37.1.** Effective January 1, 2003, health insurance benefits shall be maintained through the New York State Teamsters Council Health & Hospital Fund (Syracuse, NY). These benefits, i.e. the Supreme Medical, Prescription Drug, Dental and Vision Plans (i.e., the Fund), are described in the participation agreement between the City of Binghamton (Employer) and the Fund.
- 37.2.** RA PLAN – The Health Insurance will change to the HRA High Deductible plan (the “HRA Plan”) effective 1/1/2015.
- 37.2.1.** The premium costs for the HRA Plan for years 2020 and 2021 ~~5617~~ have been provided to the parties and are attached hereto and initialed by the parties.
- 37.2.2.** The employee pays sixteen percent (16%) and the Employer pays eighty-four percent (84%) of the premium costs for the HRA Plan, effective with the approval of the contract by City Council. ~~last pay of 2018~~ On 12/31/19, the employee pays 17% and the employer pays 83%. On 12/31/20, the employee pays 18% and the Employer pays 82%. On 12/31/21, the Employee pays 19% and the Employer pays 81%. On 12/31/22, the employee pays 20% and the employer pays 80% of the premium. In addition, the Employer shall pay the Employee an annual amount of \$3,600 for a single HRA Plan or \$7,200 for a 2 person/family HRA plan in full satisfaction of the HRA Plan deductible and co-insurance for years 2018, 2019, 2020, ~~and 2021~~ and 2022. The Employer shall have no obligation to make any other payment.
- 37.2.3.** The Employer will pay the annual amount of \$3,600 for single or \$7,200 for 2 person/family payment to the Employee on a quarterly basis.
- 37.2.4.** New Hires will receive the full quarter payment, regardless of the start date for the quarter in which they are hired.
- 37.2.5.** Employees covered by the HRA Plan who encounter a catastrophic illness or injury, may request to have the remaining annual payment advanced for the current year. The Employer will decide in its sole discretion, whether to advance any of the remaining annual payment to the Employee.
- 37.2.6.** The Employee contribution shall be deducted bi-weekly, by the Employer, from Employee paychecks as payment for the cost of premiums.
- 37.2.7.** Employee contributions shall be treated as pre-tax income under the flex payroll plan provided by the Employer.
- 37.2.8.** Plan options are available as follows: individual, two person and family coverage.
- 37.3. Opting Out** - Those Employees who are currently receiving an annualized payment of four hundred and fifty dollars (\$450.00, less payroll deductions) because they previously elected to not participate in the prior health insurance plan(s), administered by the Fund, may elect to be “grandfathered” out of the new Plan) and thereby continue receiving an annualized payment of four hundred and fifty dollars (\$450.00, less payroll deductions).
- 37.3.1.** If an Employee has previously elected to opt out of participation in the Plan, the Employee shall continue to receive payment in accordance with the established procedure. However, these Employees shall not be allowed to seek or receive coverage under the new plan, at a future date, unless there is a major change in spousal coverage.
- 37.4. Eligibility** – All newly hired and probationary Employees are eligible for coverage under the Fund plan, in accordance with the above-described rules and procedures. Temporary, part-time, and seasonal Employees are specifically excluded from coverage under the Fund plan.

- 37.5. The New York State Teamsters Council Health & Hospital Fund (Syracuse, NY)** shall be the only health insurance program offered to Employees represented by Teamsters Local 317. Health Maintenance Organizations are specifically excluded as an option for active members of Teamsters Local 317.
- 37.6. Contributor** – Under this Agreement, the City of Binghamton is understood to be a contributor to the New York State Teamsters Council Health & Hospital Fund (Syracuse, NY).
- 37.6.1.** As a contributor to the Fund, the City of Binghamton has agreed to make payments to the Plan, on behalf of participating Employees, to the maximum amount agreed herein.
- 37.6.2.** The City of Binghamton is neither a sponsor nor a participant. As a contributor, the City of Binghamton offers no guarantee of benefit payment under any Fund plan.
- 37.7. Family Medical Leave Act** – All Employees in this Teamsters Local 317 covered by the New York State Teamsters Council Health & Hospital Fund (Syracuse, New York) shall be eligible for up to 12-weeks of health insurance coverage under the Family Medical Leave Act in accordance with the rules and regulations of the U.S. Department of Labor and the City's Family Medical Leave Act Policy.
- 37.7.1.** Should the employee be unable to return to work after exhaustion of FMLA time, but presents satisfactory medical documentation demonstrating a likelihood of returning to work within the next 2 months of the exhaustion of FMLA, the City, in its sole discretion, may elect to continue group medical coverage, at the rate the employee is currently required to pay, for a period of time not to exceed 2 months.

38. SAFETY COMMITTEE ESTABLISHED

- 38.1.** The Employer and Teamsters Local 317 hereby have agreed to establish a joint Safety Committee, consisting of three (3) members.
- 38.1.1.** One member shall be appointed by the Mayor; one member shall be appointed by Teamsters Local 317; and one member shall be appointed by joint agreement of both parties.
- 38.2.** The joint Safety Committee shall establish a set of reasonable work rules to promote safety in the workplace.
- 38.3.** The membership or composition of the joint Safety Committee may be expanded by mutual consent between the Employer and Teamsters Local 317.

39. WORKERS COMPENSATION – (ON THE JOB INJURY)

- 39.1.** The Employer and Teamsters Local 317 agree that any Employee who is covered by this Agreement is covered by Workers Compensation Law.
- 39.2.** The Employer and Teamsters Local 317 agree that any Employee with a sufficient amount of accumulated Sick Leave will receive periodic compensation, in an amount approximate to Employee's Regular Weekly Income.
- 39.3.** Whenever a permanent or probationary Employee is collecting Worker's Compensation, the employee, with accumulated sick leave available, will receive Sick Leave Pay in addition to his Compensation Pay to add up to the normal net weekly salary to the nearest half-day.
- 39.4.** The Employer and Teamsters Local 317 agree that each Employee who is party to this agreement may elect to receive Disability Insurance coverage, with the Employee's share

collected through payroll deduction.

40. RETIREMENT AND PENSION

- 40.1. Tier 1** – For all Employees who are party to this Agreement and who were accepted into the New York State Retirement System, on or before June 30, 1973, the Employer shall continue support for the non-contributory retirement plan, now known as “Tier 1” retirement program. This benefit was established and became effective under the 1971-1972 labor agreement. An eligible Employee shall receive this retirement benefit at no cost.
- 40.2. Tier 2** – For all Employees who are party to this Agreement and who were accepted into the New York State Retirement System between July 1, 1973 and June 30, 1976, the Employer shall continue support for the non-contributory retirement plan, now known as “Tier 2” retirement program. This benefit was established and became effective under the 1971-1972 labor agreement. An eligible Employee shall receive this retirement benefit at no cost.
- 40.3. Tier 3** – For all Employees who are party to this Agreement and who were accepted into the New York State Retirement System on or after July 1, 1976, the Employer shall continue support for the 3% contributory retirement plan. This plan, commonly known as “Tier 3” is a modified version of the non-contributory retirement plan that was in effect under the 1971-1972 labor agreement. In accordance with New York State Law, all new Employees are required to apply for and participate in this retirement program.
- 40.4. Tier 4** – For all Employees who are party to this Agreement and who were accepted into the New York State Retirement System on or after September 1, 1983, the Employer shall continue support for the 3% contributory retirement plan. This plan, commonly known as “Tier 4” is a modified version of the non-contributory retirement plan that was in effect under the 1971-1972 labor agreement.
- 40.5. Tier 5** – Employees who are party to this Agreement and who are accepted into the New York State Retirement System, on or after January 1, 2010, shall support the 3% contributory retirement plan currently known as “Tier 5.” In accordance with New York State Law, all new Employees are required to apply for and participate in this retirement program.
- 40.6. Tier 6** – Employees who are party to this Agreement and who are accepted into the New York State Retirement System on or after April 1, 2012, shall support the contributory retirement plan, based on the Employee’s compensation, known as Tier 6. In accordance with New York State Law, all new Employees are required to apply for and participate in this retirement program.
- 40.7. Section 75-1** – Effective January 1, 1988, the Employer shall offer participation in the New York State Retirement Plan, Section 75-1, to any eligible Employee.

41. STRIKES AND LOCKOUTS

- 41.1.** Teamsters Local 317 understands and agrees that the public services provided by the Employer are of paramount importance to the community. Furthermore, Teamsters Local 317 understands and agrees that public services must be provided in a consistent, uninterrupted manner and that there should be no interference with these operations. Therefore, Teamsters Local 317 and the Employer hereto agree to the following conditions:
- 41.1.1.** Teamsters Local 317, which includes Union officers, members, agents, and principals, shall not engage in, encourage, or sanction strikes, slowdowns, walkouts, mass resignations, mass absenteeism or other similar actions, which involve any suspension of service or any interference with normal performance of Regular Work.
- 41.1.2.** The Employer has the right to discipline or discharge any Union officer, official, or representative who encourages, foments, or participates in a strike, slowdown, or any

similar interference.

41.1.3. The Employer shall not lock out Employees or engage in any type of lock out action, during the term of this Agreement.

41.1.4. The Employer shall not compel any Employee, covered by this Agreement, to act as a strikebreaker or to participate in a counter-strike action.

42. LAY-OFF

42.1. For the purposes of this Agreement, the Employer and Teamsters Local 317 understand the word, "lay-off," to mean: a reduction in the work force. The Employer and Teamsters Local 317 understand and agree that, in the event of a lay-off, the lay-off action shall be administered in the following manner:

42.1.1. Employees have been laid off, in reverse order of seniority within job Classification.

42.1.2. If it becomes necessary to lay-off, the Employer shall lay-off newly hired probationary and temporary Employees first.

42.1.3. Employees who are subject to lay-off for an indefinite period of time shall receive prior notice of the lay-off, from the Employer, within a minimum of fourteen (14) calendar days before the date of the lay-off, except in the event of an emergency condition beyond the control of the Employer.

42.1.4. The Employer shall prepare a list of Employees who are being laid off and shall transmit the list to the Secretary of Teamsters Local 317, on the same date that the Employer issues a lay-off notice to Employees.

42.2. An Employee shall have the right to Retreat (Bumping) across Teamsters Local 317, within job Classification and/or pay grade or down in job Classification and/or pay grade, subject to Civil Service regulations for Competitive Class positions, in accordance with the following conditions and procedures:

42.2.1. If a position is a competitive Civil Service title, then an Employee who is retreating into that title must meet the Civil Service requirements for the position.

42.2.2. If a position is not a competitive Civil Service title, then an Employee who is retreating into that position must meet the requirements and qualifications of the title.

42.2.3. If an Employee is making a lateral retreat (bump) into a position, then the Employee must be able to perform the duties of the position without need of further training.

42.2.4. No condition or procedure in this Section has precedence over the Civil Service rules and regulations applicable to competitive Class titles.

43. RECALL PROCEDURE

43.1. When the work force is increased after a lay-off, the Employer shall recall Employees by seniority within job classification, as defined in **Section 15**, provided that the Employee can meet the requirements and qualifications of the job

43.2. The Employer shall send a Notice of Recall, by certified mail, to the Employee who is being recalled, at the last known address for that Employee.

43.3. If an Employee fails to report to work within ten (10) days following transmittal of the Notice of Recall, that Employee shall be considered a quit, i.e. unavailable or unwilling to work.

- 43.4. Recall rights for an Employee shall expire one (1) year from the date of lay-off or a period equal to his seniority, whichever is greater.
- 43.5. Written notice of expiration of recall rights shall be sent to the Employee at his last known address by certified mail.
- 43.6. No new Employee shall be hired until all Employees on lay-off status desiring to return to work have been contacted under the recall procedure. However, said Employees must be qualified for the job and available by the date needed or required by the Employer, as set forth below.
- 43.7. Nothing in this Section shall take precedence over the applicable Civil Service rules and regulations for competitive Class titles.

44. LEAVE OF ABSENCE

- 44.1. **General Leave** – The Employee may receive a Leave of Absence, without pay, for a reasonable period of time and without loss of Seniority, for the following purposes and under the following conditions:
 - 44.1.1. To serve in any elected office of Teamsters Local 317, for a period of two (2) years.
 - 44.1.2. Due to personal illness, whether physical or mental, for a period of one (1) year.
 - 44.1.3. Due to prolonged illness of an immediate member of the family, including spouse, children, stepchildren, or wards, for a period of three (3) months.
 - 44.1.4. The Employer retains discretionary right to extend General Leave for like cause.
- 44.2. **Educational Leave** – An Employee may receive a Leave of Absence to attend school as a full-time student, for a maximum two (2) year period, if the Employee can demonstrate that the proposed course of study is beneficial to the Employer and the Employee.
- 44.3. **Military Leave** – Employees who serve in any branch of the Armed Forces Reserve and/or National Guard shall be paid for a period of absence while engaged in the performance of ordered military duty, not exceeding a total of thirty (30) days or twenty-two (22) working days (whichever is greater) in any one calendar year and not exceeding thirty (30) days or twenty-two (22) working days (whichever is greater) in any one continuous period of absence, as provided by Section 242 (5) of the Military Law of the State of New York.
 - 44.3.1. An Employee may use compensatory time or vacation time to extend a paid period of Military Leave.
 - 44.3.2. An Employee may receive a Leave of Absence without pay, while engaged in the performance of ordered military duty or while attending service schools, as provided in Section 242 (2) and (3) of the Military Law of the State of New York.

45. REINSTATEMENT IN ACCORDANCE WITH THE VETERANS LAW

- 45.1. Applicable laws and regulations shall govern the reemployment rights of Employees and probationary Employees.
- 45.2. A probationary Employee who enters the Armed Forces must complete his probationary period, and upon completing it shall have seniority equal to the time he spent in the Armed Forces.

46. GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the Employer and Teamsters Local 317, including the

application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

46.1. STEP 1 GRIEVANCE PROCEDURE

46.1.1. Within twenty-four (24) hours after the Employer has been notified about a grievance or dispute, a Steward from Teamsters Local 317 shall meet with the immediate supervisor of the aggrieved Employee, with or without the aggrieved Employee(s) being present, for the purpose of discussing and attempting to resolve the grievance or dispute.

46.2. STEP 2 GRIEVANCE PROCEDURE

46.2.1. If the grievance or dispute has not been resolved through at STEP 1, the Employee shall prepare a grievance form, supplied by a representative from Teamsters Local 317, and submit this written form to the Department head or Commissioner, whichever is more applicable.

46.2.1.1. The written notice of grievance or dispute shall specify the Section(s) and §(s) of the Contract, if any, relevant to the grievance or dispute.

46.2.1.2. If applicable to the grievance or dispute, the written grievance shall include the names of the individuals involved; the approximate time and location of relevant events; and the nature of any contributing action.

46.2.2. The Department Head or Commissioner shall meet with aggrieved Employee(s) and representatives from Teamsters Local 317 and to discuss the grievance or dispute.

46.2.2.1. The meeting shall be scheduled and convened within ten (10) work days following receipt of written notice of said grievance or dispute (a written grievance).

46.2.2.2. The Employer shall provide the aggrieved Employee(s) and representative(s) from Teamsters Local 317 with advanced notification of the time and place for the meeting.

46.2.3. A/[A24] Policy Grievance or dispute is hereby defined as a matter that affects any group of Employees in Teamsters Local 317, that does not specifically affect any single employee, if a meeting is being held for a Policy Grievance or dispute, an aggrieved Employee(s) is not required to attend.

NOTE: A Step 2 procedure does not apply to any grievance involving suspension or discharge, imposed pursuant to Section 47. Under these circumstances, any grievance shall commence at Step 3.

46.2.4. An/[A25] aggrieved Employee retains the right to remain silent at a Step 2 meeting.

46.3. STEP 3 GRIEVANCE PROCEDURE

46.3.1. If the grievance or dispute is not resolved in Step 2, the Local Union President or any pre-designated officer of Teamsters Local 317 shall submit a written request to the Office of the Corporation Counsel, for action under a Step 3 procedure.

46.3.2. The Employer shall organize and convene a meeting to discuss the grievance or dispute.

46.3.2.1. This meeting shall be scheduled within ten (10) work days after the Corporation Counsel has received a written request, from Teamsters Local 317, for a Step 3 procedure.

- 46.3.2.2. The grievance meeting shall be attended by two representatives of the Employer, two (2) representatives of Teamsters Local 317, and the aggrieved Employee(s).
- 46.3.2.3. The Employer shall provide advance notice of the meeting time and place shall be provided to the designated Union representative(s) and to the aggrieved Employee(s).
- 46.3.2.4. The Employer shall provide a space and opportunity for a meeting, on premises, between Union representative(s) and the aggrieved Employee(s) prior to the Step 3 meeting.
- 46.3.2.5. With the prior approval of the Department Head or Commissioner, the President of Teamsters Local 317 or designee shall be allowed time to investigate a grievance, with no loss of time or compensation. The Employer shall not withhold approval, without reason.
- 46.3.2.6. An aggrieved Employee retains the right to remain silent at a Step 3 meeting.

46.4. STEP 4 GRIEVANCE PROCEDURE

- 46.4.1. If a grievance or dispute has not been resolved by a Step 3 procedure, either the Employer or Teamsters Local 317 may apply for arbitration within fifteen (15) work days following the date upon which Teamsters Local 317 received a formal, written response to the grievance or dispute.
- 46.4.2. On a case-by-case basis, the Employer and Teamsters Local 317 may agree to request a staff mediator/arbitrator from the Public Employment Relations Board (PERB) and to conduct the Step 4 procedure in accordance with rules and procedures established by the PERB representative(s).
- 46.4.3. If, in a particular case, the Employer and Teamsters Local 317 cannot agree or consent to foregoing procedure, both parties agree to select arbitrators from a list provided by PERB, in accordance with established procedures.
- 46.4.4. The decision(s) of a Step 4 arbitrator is binding on both parties to this Agreement.
- 46.4.5. The Employer and Teamsters Local 317 shall share equally fees and expenses incurred as a result of arbitration, except as hereinafter provided in § (45.4.7.), below.
- 46.4.6. No arbitrator who participates in the Step 4 procedure is empowered or permitted to amend, modify or delete any provision of this Agreement.
- 46.4.7. In the event that the arbitrator finds or rules that the position of either party to the arbitration is without merit, the arbitrator is hereby authorized to direct that the party whose argument is without merit shall bear the cost for the proceeding, up to and including the total cost of fees and expenses incurred by the arbitrator or the arbitration process.

47. GRIEVANCE^[A26] PROCEDURE, SCHEDULE OF SUBMISSIONS AND RESPONSES

- 47.1. Within^[A27] the procedural framework described and established elsewhere in this Agreement (ref: **Section 45. "STEP GRIEVANCE PROCEDURE,"** above), Teamsters Local 317 shall submit any grievance or dispute in the following manner and in accordance with the following schedule:
 - 47.1.1. A grievance shall be submitted to the immediate Supervisor within ten (10) working days after receiving an unfavorable administrative decision, or within ten (10) working days

after the date of the event or action that prompted the grievance, or within ten (10) working days after the Employee(s) became aware of the event or occurrence that prompted the grievance, whichever event occurs first.

- 47.1.2.** A written grievance shall be submitted by Teamsters Local 317 to the Department Head, or Commissioner, within ten (10) working days after Teamsters Local 317 has received a response from the Department Head or Commissioner Following a Step 1 procedure.
 - 47.1.3.** A written request for a Step 3 procedure shall be submitted by Teamsters Local 317, to the Department Head or Commissioner, within ten (10) working days after Teamsters Local 317 has received the Employer's response to a Step 2 procedure.
 - 47.1.4.** In the event that a grievance, or circumstances of a grievance, may involve or result in suspension or discharge of an Employee (ref: **Section 45**, "Note" and **Section 47.3**), Teamsters Local 317 shall submit a written request for a Step 3 procedure to the Department Head, or Commissioner, within ten (10) working days after Teamsters Local 317 has received a notice of disciplinary action from the Employer.
- 47.2.** Within the procedural framework described and established elsewhere in this Agreement (ref: Section **45**. "**STEP GRIEVANCE PROCEDURE**," above), the Employer shall answer any grievance, submitted to the Employer by Teamsters Local 317, in the following manner and in accordance with the following schedule:
- 47.2.1.** The immediate Supervisor shall respond within 10 working days.
 - 47.2.2.** The Department Head or Commissioner shall provide a written response within ten (10) working days after the date of the meeting at which the grievance was discussed.
 - 47.2.3.** The Employer shall provide a written response within ten (10) working days after the date of the meeting at which the grievance was discussed, as provided in Step 3.
- 47.3.** By mutual agreement between the Employer and Teamsters Local 317, the time limits of the grievance procedure may be extended.
- 47.4.** By mutual agreement between the Employer and Teamsters Local 317, the parties may by-pass any step of the grievance procedure.

48. DISCHARGE AND DISCIPLINE

- 48.1.** Disciplinary measures are limited to the following actions:
- 48.1.1.** Written reprimand
 - 48.1.2.** Suspension with written notice and fines in accordance with appendix F.
 - 48.1.3.** Discharge
- 48.2.** No Employee shall be disciplined or discharged without just cause. Any Employee subject to discipline or discharge shall receive due process through Step 3 of the grievance procedure as follows:
- 48.2.1.** Where an Employee is subject to a written reprimand, such reprimand shall be sent to the Employee, but a copy of such reprimand shall not be permanently entered in the Employee's personnel file until any and all grievance procedures through Step 3, timely instituted by or on behalf of the Employee, have been concluded.
 - 48.2.2.** Where an Employee is subject to a suspension or discharge, the Employee shall be

notified that he is suspended or discharged, but no such suspension or discharge shall take effect until the grievance timely instituted at Step 3, by or on behalf of the Employee, has been concluded, except that if the department head determines that the Employee's presence on the job endangers the safety or welfare of the community he serves or his fellow Employees such suspension or discharge shall be effective immediately.

- 48.2.3.** Upon request of Teamsters Local 317, the City shall make available to Teamsters Local 317 a room for conference purposes prior to Step 2 or Step 3 or Step 4 of the grievance procedure including discipline and discharge matters.
- 48.2.4.** The Employer shall not reprimand an Employee in a manner that is embarrassing or that is meant to humiliate the Employee before the public or fellow Employees.
- 48.2.5.** In cases where disciplinary action or suspension of more than 3 days or discharge is meted out by the Employer, and a grievance is filed at Step 3, then the Employer's answer shall be submitted within 10 working days from the notice of said grievance. If the grievance is not resolved at Step 3, then either party may immediately notify PERB to request arbitration and the parties shall select an arbitrator within 3 working days of the receipt of a list of arbitrators from PERB. Both parties agree to arbitrate said grievance within 10 days after the appointment of the arbitrator. The arbitrator shall then render a decision within 10 working days from the hearing.
 - 48.2.5.1.** If an Arbitrator finds that the Employer had just cause to discharge or discipline the Employee, then the Arbitrator may determine if the penalty imposed by the Employer is excessive or too severe.
 - 48.2.5.2.** If an Arbitrator determines that a penalty is excessive or too severe, the Arbitrator may adjust the penalty or assess a new penalty.
- 48.2.6.** Prior to suspending or discharging an Employee, the Employer shall notify Teamsters Local 317 Steward, the President of Teamsters Local 317, or their designee and inform them about the type of disciplinary action being taken; the reason(s) this action is taking place; and detailed information about the time, date, and place, of the alleged incident that prompted the disciplinary action.
 - 48.2.6.1.** This notice shall be transmitted within twenty (20) working days following the date of whatever incident or circumstance prompted the proposed disciplinary action.
 - 48.2.6.2.** Or this notice shall be transmitted within twenty (20) working days after the Employer knew or should have known about the event or circumstance that prompted the proposed disciplinary action.
- 48.3.** Any Employee who is found to have been unjustly suspended or discharged shall be reinstated with full compensation for all time lost as a result of suspension or discharge, and full restoration of all other rights and conditions of employment.
- 48.4.** Any Employee who has been subject to disciplinary action may ask the Employer to prepare a written record of the disciplinary action; to enter these documents into the Employee's personnel record; and to provide the Employee with a duplicate copy of recorded documents.
 - 48.4.1.** Prior to recording any new documentation involving performance evaluation(s), the Employee of record shall be notified by the Employer and shall be informed about the contents of new documentation being entered into that Employee's personnel record.
- 48.5.** If a court of competent jurisdiction finds that an Employee is guilty of a criminal act that is related, in any way, to their employment by the Employer, or if an Employee, while testifying in an open

court and under immunity from prosecution by same, therein confesses to a criminal act that is related, in any way, to their employment, any subsequent disciplinary action taken by the Employer shall not be subject to any subsequent grievance or arbitration procedure set forth in this Agreement.

- 48.6. In the event a court of competent jurisdiction should declare any portion of this arbitration procedure illegal (and that decision not then reversed by a higher court), Teamsters Local 317 agrees that such decision would prohibit the application of that portion of this section to Employees so affected.

49. UNION MAILING ADDRESS

- 49.1. The Employer understands that correspondence with Teamsters Local 317 shall be transmitted to the following addresses, **Teamsters Local Union No. 317, 41 Howard Avenue, Binghamton, NY 13904-1325** except as otherwise designated, in writing, by Teamsters Local 317 to the Employer.

50. MAINTENANCE OF BENEFITS

- 50.1. Any benefit presently enjoyed by the Employees who are party to this Agreement shall be retained and remain in force as if such benefit is a written part of this Agreement, except where such benefit has been abridged by this Agreement or by mutual consent of Teamsters Local 317 and the Employer.

51. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the Employer and Teamsters Local 317.

- 51.1. This Agreement embodies all the terms and conditions governing the employment of Employees in Teamsters Local 317.
- 51.2. The Employer and Teamsters Local 317 both acknowledge that they have had sufficient opportunity to present and discuss proposals on any topic that is subject to the collective bargaining process.
- 51.3. Any prior commitment between the Employer and Teamsters Local 317 or the Employer and any individual Employee covered by this Agreement is hereby superseded.

52. SAVINGS CLAUSE

- 52.1. If any Court of competent jurisdiction finds that any section or portion of this Agreement is unlawful or unenforceable, the application of that finding shall be limited to the specific article, section, or portion of this Agreement addressed by the Court.

In the event that such a decision is rendered, the Employer and Teamsters Local 317 agree to immediately negotiate a legal amendment or substitute for the invalidated article, section or portion of this Agreement.

53. LIST OF APPENDICES

The following Appendices are hereby incorporated into this Agreement, as though specifically set forth:

- 1.) **Appendix "A" *Drug and Alcohol Policy***
- 2.) **Appendix "B" *Smoking Policy***
- 3.) **Appendix "C" *Experience and Qualifications***

- 4.) **Appendix "D" *Maintenance of Benefits Agreements in Accordance with Section 29 of this Agreement***
- 5.) **Appendix "E" *Hourly Pay Rate Schedules***
- 6.) **Appendix "F" *City's Work Rules***

54. TERM OF AGREEMENT

This Agreement is effective as of January 1, 2018, and shall remain in full force and effect until December 31, 202~~4~~⁴.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals this 10th day of May, 2018.

LOCAL 317
INTERNATIONAL BROTHERHOOD OF TEAMSTERS:

THE CITY OF BINGHAMTON:

[Redacted signature line]

[Redacted signature line]

Robert Firmstone
Secretary-Treasurer and Business Agent
Teamsters Local #317

Richard C. David, Mayor
City of Binghamton

Committee Members:

[Redacted signature line]

[Redacted signature line]

(signatory)

Patricia Kepler
Director of Personnel & Safety

[Redacted signature line]

[Redacted signature line]

(signatory)

Bernice St. Clair, Commissioner of Public Works

[Redacted signature line]

[Redacted signature line]

(signatory)

[Redacted signature line]

[Redacted signature line]

(signatory)

Chuck Shager, Comptroller

[Redacted signature line]

[Redacted signature line]

(signatory)

Notary Public

[Redacted signature line]

[Redacted signature line]

(signatory)

APPROVED AS TO FORM:

[Redacted signature line]

Kenneth Frank
Corporation Counsel

APPENDIX "A"
DRUG AND ALCOHOL POLICY

WHEREAS the use of alcoholic beverages and/or illegal drugs while on duty constitutes a threat to the health and safety of fellow Employees and the general public; and

WHEREAS the Drug Free Workplace Act requires the City of Binghamton, as a direct recipient of a federal grant, to certify that it shall provide a drug-free workplace as defined in the act; and

WHEREAS it is in the best interest of the public and of the Employees to provide a clearly delineated and uniform drug and alcohol policy:

All Employees are forbidden to use or possess alcohol or illegal drugs at any time during the workday or anywhere within the workplace.

Further, workers are forbidden to engage in any sale or other transaction involving illegal drugs on the City premises.

Any Department Head or Commissioner (or the most superior ranking individual on shifts working other than 9 a.m. to 5 p.m. weekdays), who has a reasonable suspicion that an Employee is in an impaired or intoxicated condition may mandate that Employee to be tested for drug or alcohol levels. Testing shall be provided by United Health Services at the employer's expense. If the Employee is found to be impaired or intoxicated or if the Employee refused to be tested, he shall be subject to disciplinary action. If the test reveals no impairment or intoxication he shall return to his shift without any loss of time or salary.

The employer shall attempt to call the designated Union representatives who shall be present at the drug or alcohol testing site within one hour after the incident. Should a representative of Teamsters Local 317 either be unavailable, unreachable or fail to appear within the aforesaid hour, then the Employee shall be required to take the required test, or be subject to disciplinary action, including discharge. The Employer's determination to require a drug or alcohol test shall be made by, either the Director of Personnel and Safety, a Deputy Commissioner, or the Commissioner of Public Works.

Any violators of this policy shall be subject to disciplinary action as provided by the contract, Memorandum of Understanding and statute.

All members of this Teamsters Local 317 are subject to the same random drug and alcohol testing procedures applicable to members of this Teamsters Local 317 holding a CDL driver's license pursuant for federal law and regulations, including the current Memorandum of Understanding between the City and Teamsters Local 317 in this regard. There shall be two (2) separate testing pools established. The first shall consist solely of all CDL drivers and the second shall consist of all other non-CDL Employees. Effective January 1, 2003, any Employee who produces a "dilute" urine specimen as determined by the testing laboratory, shall be immediately subject to hair analysis drug testing. Such hair testing shall be conducted for the prior 30 days only, in accordance with procedures developed by UHS. Failure to submit to such hair analysis shall be deemed a refusal to test and subject the Employee to disciplinary action. Random drug and alcohol testing shall be performed at onsite facilities as appropriate.

APPENDIX "B"
SMOKING POLICY

A mandatory, non-smoking policy has been established under legislation, signed into law and effective July 1, 1989. Henceforth, all Employees of the City of Binghamton shall comply with the following mandates:

As of January 1, 1990 – Employees are prohibited from smoking in any area accessible to the public, except in specially designated areas.

As of January 1, 1990 – Employees shall maintain a smoke-free workplace.

Current legislation allows, but does not require, Employers to create smoking lounges. The Employer shall propose a uniform plan for smoking lounges, located at specified areas of the workplace, such as City Hall and other buildings that are routinely used or occupied by Employees. When a draft plan has been completed, it may be submitted to all negotiating teams representing collective bargaining units.

APPENDIX "C"
EXPERIENCE AND QUALIFICATIONS

- 1.) The Employer and Teamsters Local 317 hereby agree that the word "qualifications," is understood to mean:

"The minimum qualifications established by the Civil Service Commission, in accordance with New York State Rules and Regulations, and a satisfactory relevant work history as an employee of the City of Binghamton."

- 2.) The Employer and Teamsters Local 317 hereby agree that the word "qualifications," is understood to mean:

"That first consideration is given to applicable experience gained from service as an employee of the City of Binghamton."

APPENDIX "D"
SPECIAL CONDITIONS

In accordance with Section 49, "Maintenance of Benefits" of the Collective Bargaining Agreement, it is agreed that the following 'Benefits' are annexed to our agreement as follows:

1. Use of T.V. & cable in the Dispatch operation (Signal Bureau)
2. Use of stove, refrigerator, microwave, coffee maker and air conditioner in the Dispatch operation (Signal Bureau).
3. Right to leave work when relieved by appropriate relief person (Signal Bureau) (Water Filtration)

APPENDIX "E"
HOURLY PAY RATE SCHEDULES

APPENDIX "F"

WORK RULES GOVERNING INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL #317 BLUE COLLAR UNIT, EFFECTIVE JANUARY 1, 2000

The following disciplinary work rules and procedures have been agreed to by and between the City of Binghamton and Teamsters, Local #317 pursuant to Section 52, Item #6, of the collective bargaining agreement between the parties.

This document will be considered an amendment to the current collective bargaining agreement between the parties and any successor agreement that shall be negotiated. These work rules are applicable to all members of the Local #317 covered by the blue collar unit.

These work rules are intended as a guide to employees concerning what is acceptable, and what is not acceptable, conduct in the work place. This document is not intended as a complete and comprehensive listing of all possible disciplinary offenses. Good judgment and common sense will prevail in such matters.

The "roll over" period for any disciplinary actions where progressive disciplinary action is warranted is 18 months, except where this document provides otherwise. This means that when any disciplinary action short of discharge is imposed, the next step of progressive discipline for a similar offense may be imposed within 18 months from the date of the last step of discipline. Absences before or after a holiday are an exception to this rule as indicated below.

Work Rule offenses shall be subject to progressive discipline, as follows:

| | |
|------------------------|---|
| First Offense: | Letter of Reprimand |
| Second Offense: | A fine equivalent to one day's pay plus 15 day loss of overtime eligibility |
| Third Offense: | A fine equivalent to two day's pay plus 30 day loss of overtime eligibility and a last chance agreement |
| Fourth Offense: | Termination |

An employee subject to fines as outlined above may substitute loss of personal leave, vacation or sick days to meet these fines, at the employee's discretion.

The above set of penalties for routine offenses is not to be construed as a procedure for serious offenses where the penalty would exceed a two day pay "fine". In such serious cases the procedure would be suspensions and/or discharge, not "fines".

F1. ATTENDANCE AND EXCESSIVE ABSENTEEISM

An Employee who has been absent for ten (10) ½-days will be fined one (1) days pay for each additional ½-day absence within a single calendar year.

The following discipline process will be for AWA's, absences without authorization.

| | |
|------------------------|--|
| First Offense: | Letter of reprimand and a fine equivalent to 1 day's pay. |
| Second Offense: | Letter of reprimand and a fine equivalent to 3 days pay. |
| Third Offense: | A letter of reprimand and a fine equivalent to 5 days pay and a last chance agreement. |
| Fourth Offense: | Termination |

Employees may pay the fines above by forfeiting PL, vacation or sick leave days. The employee who chooses this option shall not be excused from work on the substituted days.

Where an employee is absent without approved leave credit, the Department Head may grant an employee time off on a daily basis without pay. However, the employee shall be required to produce proof of satisfactory explanation (including medical documentation when appropriate) within five workdays for each time off. See **Section 22** of the CBA regarding attendance and abuse of sick leave.

Employees who are scheduled to report for duty and who will not be reporting for work for whatever reason, must call the DPW dispatcher (772-7020) up to one –half hour prior to the start of their shift. Failure to do so will be considered an absence without authorization. In case of sickness greater than three (3) days, the employee must call the DPW Dispatcher twenty four (24) hours before returning to work. An application for time off allowance form must be filled out by the employee each time sick leave is taken.

Medical verification slips are required for the following sick leave requests:

- 1) Sickness for a period of more than three(5) days must be accompanied by a certification from the attending physician. Employees off more than five(5) days will not be allowed to return to work without the certificate from the attending physician;
- 2) Each sick day after the first twelve (12) days of sick leave taken, or five half days, in any twelve (12) month period. In order to qualify for leave pay, a physician's certification is required;

Failure to produce a satisfactory explanation (including medical documentation when appropriate) or to give proper notification to the employer for any absence shall subject the employee to the progressive disciplinary action outlined above. Disciplinary action under this work rule will accumulate and be counted on the progression outlined above for a period of 18 months. Any unpaid leave time (family medical or disability leave, disciplinary time off, etc.) of 2 weeks or more shall not be counted in satisfying the 18 month period and the 18 month period shall be extended by the same number of work days.

2. FREQUENT TARDINESS

Employees may punch in up to one-half hour after the start of their shift. However, they are docked after the first six (6) minutes. No employee is allowed to begin work one-half hour after the start of the shift. Employees late more than four (4) times in any 30-day period shall be subject to progressive discipline as outlined above. Employees furnishing proof of good cause for lateness such as family illness, transportation breakdown (public or private) or other acceptable cause shall not be subject to discipline and their being late for work will be forgiven (6-30 minutes).

3. NO SOLICITING

Soliciting another employee for personal gain or for any activity not sponsored or pre-approved by the City during work hours of either employee is prohibited.

4. UNAUTHORIZED DISTRIBUTION

The distribution of advertising material, handbills, printed or written literature of any kind without the express permission of an authorized City official is prohibited. This shall not apply to union positing on authorized bulletin boards.

5. IDENTIFICATION/TIME/FUELCARDS

Employees will be required to have in their possession at all time during the workday their City-issued employee identification/time/fuel card. This card will be swiped at the beginning and end of the work shift in order to record time worked on the shift. Failure of an employee to properly punch 8n or out or to have their card in their possession at all times during the workday will subject the offender to the disciplinary progression outlined above.

Each employee shall be responsible for the security and proper use of his or her ID/time/fuel card and under no circumstances should it be given to anyone else (including another employee) for use.

Any employee found to be swiping another employee's time card at the beginning or end of the work shift, as well as the employee whose card is used to do so, will be guilty of falsification of records.

Both offenders will be subject to termination. Similarly, any offenders will be subject to termination. Similarly, any employee found to be responsible for the diversion or misuse of City fuel for any reason other than City business shall be guilty of theft and subject to termination.

An employee whose card is damaged or lost and must be replaced within any 2 year period will receive:

- First replacement at no charge;
- Second replacement for a fee of \$10
- Third and anymore replacements at a fee of \$50.00 each

6. IMPROPER USE OF PARKING FACILITIES

The improper use of City-owned parking facilities and/or failure to heed posted parking regulations on City property is hereby prohibited. This is applicable to both City vehicles operated by employees during the work shift and personal vehicles at any time.

7. VEHICLE SAFETY SHEETS

A vehicle safety sheet must be completed each time an employee operates a City-owned vehicle. Failure to do so will result in progressive disciplinary action as indicated.

8. LEAVING ASSIGNED WORK AREA

No employee may leave their assigned work area or work station during work hours without the express knowledge and consent of their immediate duty supervisor. An employee who does so will be subject to progressive disciplinary action as outlined above.

9. ABUSIVE BEHAVIOR

Threatening, intimidating, coercing, interfering, or using abusive language with other employees, supervisors, managers or members of the public in the performance of their assigned duties is hereby prohibited and will not be tolerated.

10. SLEEPING DURING WORK HOURS

Any employee found sleeping during work hours shall be subject to appropriate disciplinary action.

11. DISREGARD OF SAFETY RULES

Where an employee disregards a serious or life-threatening safety rule of where the disregard of any safety or health rule or regulation results in injury to the employee, a coworker or a member of the public, the employee will be disciplined accordingly.

12. INSUBORDINATION

Any employee who refuses or deliberately fails to obey a direct order or instructions from a supervisor shall be

disciplined accordingly, depending on the circumstances of the insubordination.

13. UNAUTHORIZED OPERATION OF EQUIPMENT

Any employee found operating any machinery, tools or any other equipment without proper training and authorization from a supervisor shall be disciplined accordingly.

14. FALSE REPORTS

Any employee who falsely and intentionally files a report of misconduct against another employee will be subject to appropriate disciplinary action.

15. DAMAGE TO PROPERTY

Any employee found to have damaged or wasted City property – either deliberately or through a negligent act or omission – shall be disciplined accordingly. Similarly, any employee found to have caused deliberate damage to the property of others during work hours including, but not limited to, coworkers shall also be subject to termination. The City shall evaluate each incident on a case –by-case basis.

16. FIGHTING

Fighting or other such violent behavior in the workplace will not be tolerated and will subject any employee involved in such behavior to immediate removal from the work place and subsequent termination.

17. FALSIFICATION OF CITY RECORDS

The falsification or deliberate forgery of City employment, medical, payroll or any other work-related City document will be grounds for termination of the responsible employee (s).

18. REPORTING TO WORK IMPAIRED

Employees are expected to report to work able to perform all of their assigned duties. Any employee found to be impaired or unable to perform due to the use of alcohol or drugs – either before or during work hours – will be subject to immediate removal from the workplace and subsequent termination. Employees who may have a problem with alcohol or drugs are expected to make an appointment with the employee assistance program at 1-800-EAP-CALL.

19. POSSESSION, SALE OR DISTRIBUTION OF ILLEGAL DRUGS ON CITY PROPERTY

Any employee who is found to possess, sell or distribute any illegal substance during work hours and/or on City property will be subject to immediate removal from the workplace and subsequent termination.

20. RECKLESS DISREGARD FOR SAFETY

Where an employee is found to have acted with reckless disregard for the safety of others or where the deliberate disregard of safety rules or regulations results in a serious injury to the employee, a coworker, or anyone else, the employee shall be immediately removed from the workplace and subsequently terminated.

21. THEFT OR MISAPPROPRIATION OF PROPERTY

Any employee found to have stolen or misappropriated property owned by the City of Binghamton shall be subject to termination. Similarly, the theft of property of others including, but not limited to the personal property of coworkers will also be considered grounds for termination.

22. IMMORAL OR INDECENT CONDUCT

Any employee found to have engaged in immoral or indecent conduct during work hours and/or on City property shall be subject to termination.

23. ILLEGAL GAMBLING ON CITY PROPERTY

Any city employee found to be engaging in illegal or illicit gambling during work hours and/or on City property at any time will be subject to termination.

24. USE OF CITY OWNED EQUIPMENT FOR PERSONAL BUSINESS

Use of city owned equipment for personal business is strictly forbidden. This includes, but is not limited to the use of the car wash.

25. POSSESSION OF WEAPONS ON CITY PROPERTY

No employee shall bring any type of weapon into the workplace. A weapon shall be defined as any object which can be used to cause violence or harm to others such as handguns, rifles, knives, brass knuckles, numchucks, or other such objects intended solely for the infliction of harm to others. If there is any doubt as to whether a particular object shall be deemed a weapon under this work rule, the employee bears the sole responsibility and must bring the particular object to the attention of his supervisor immediately. The supervisor will consult with the Department Head, if necessary, in order to clarify whether the object will be authorized or not. The supervisor shall file a written incident report with the Department Head in all such cases of possible weapons brought into the workplace, regardless of the finding and disposition by the supervisor and/or Department Head.

26. WORK STOPPAGES OR INTERFERENCE WITH PRODUCTION

Any employee who instigates, encourages or participates in the stoppage or interruption of work production during normal work hours shall be subject to immediate removal from the workplace and subsequent termination.

27. CRIMINAL CONVICTIONS

A criminal conviction shall not be necessary for the City to have valid grounds for discipline under their work rules. However, a criminal conviction or an employee confession in open court in circumstances involving work-related activity will be recognized by the parties under Section 9(b)(3)(i) of the collective bargaining agreement and disposed of accordingly.

APPENDIX "E"
 LOCAL 317
 HOURLY PAY RATE SCHEDULE 2018 - 2022

| GROUP | 100% | 70% | 80% | 90% | Date | % or \$ |
|--------------------------|----------|-------|-------|-------|-----------------|---------|
| | COLUMN Z | | | | | |
| LABORER | 17.77 | 12.44 | 14.22 | 15.99 | 7/1/2017 | 1.25% |
| PUMP MT. HELPER | 18.22 | 12.89 | 14.67 | 16.44 | 1/1/2018 | 0.45 |
| | 18.67 | 13.34 | 15.12 | 16.89 | 1/1/2019 | 0.45 |
| <i>CLEANER*</i> | 19.09 | 13.64 | 15.46 | 17.27 | 1/1/2020 | 2.25% |
| <i>JANITOR*</i> | 19.52 | 13.95 | 15.81 | 17.66 | 1/1/2021 | 2.25% |
| <i>GARAGE ATTENDANT*</i> | 19.96 | 14.26 | 16.16 | 18.06 | 1/1/2022 | 2.25% |

| | | | | | | |
|-------------------------|-------|-------|-------|-------|-----------------|-------|
| STREET MAINTAINER | 18.10 | 12.67 | 14.48 | 16.29 | 7/1/2017 | 1.25% |
| WATER METER READER | 18.55 | 13.12 | 14.93 | 16.74 | 1/1/2018 | 0.45 |
| | 19.00 | 13.57 | 15.38 | 17.19 | 1/1/2019 | 0.45 |
| <i>SENIOR CLEANER*</i> | 19.43 | 13.88 | 15.73 | 17.58 | 1/1/2020 | 2.25% |
| <i>SR JANITOR (NC)*</i> | 19.86 | 14.19 | 16.08 | 17.97 | 1/1/2021 | 2.25% |
| | 20.31 | 14.51 | 16.44 | 18.38 | 1/1/2022 | 2.25% |

| | | | | | | |
|------------------|-------|-------|-------|-------|-----------------|-------|
| PARKS MAINTAINER | 18.84 | 13.19 | 15.07 | 16.96 | 7/1/2017 | 1.25% |
| | 19.29 | 13.64 | 15.52 | 17.41 | 1/1/2018 | 0.45 |
| | 19.74 | 14.09 | 15.97 | 17.86 | 1/1/2019 | 0.45 |
| | 20.18 | 14.41 | 16.33 | 18.26 | 1/1/2020 | 2.25% |
| | 20.64 | 14.73 | 16.70 | 18.67 | 1/1/2021 | 2.25% |
| | 21.10 | 15.06 | 17.07 | 19.09 | 1/1/2022 | 2.25% |

| | | | | | | |
|-------------------------------|-------|-------|-------|-------|-----------------|-------|
| Water Meter Repairman | 19.66 | 13.76 | 15.73 | 17.69 | 7/1/2017 | 1.25% |
| Water Meter Reader Specialist | 20.11 | 14.21 | 16.18 | 18.14 | 1/1/2018 | 0.45 |
| Bldg Maint Mechanic Helper | 20.56 | 14.66 | 16.63 | 18.59 | 1/1/2019 | 0.45 |
| | 21.02 | 14.99 | 17.00 | 19.01 | 1/1/2020 | 2.25% |
| <i>ELECTRICIAN'S HELPER*</i> | 21.50 | 15.33 | 17.39 | 19.44 | 1/1/2021 | 2.25% |
| <i>FORMSETTER'S HELPER*</i> | 21.98 | 15.67 | 17.78 | 19.87 | 1/1/2022 | 2.25% |
| <i>GOLF COURSE MAINT.*</i> | | | | | | |
| <i>PARK MAINT. LEADER*</i> | | | | | | |

| | | | | | | |
|------------------------------------|-------|-------|-------|-------|-----------------|-------|
| GROUNDSKEEPER | 20.08 | 14.06 | 16.06 | 18.07 | 7/1/2017 | 1.25% |
| WASTE WATER PUMP MAINT. | 20.53 | 14.51 | 16.51 | 18.52 | 1/1/2018 | 0.45 |
| | 20.98 | 14.96 | 16.96 | 18.97 | 1/1/2019 | 0.45 |
| <i>PUMPING STA. OPER.*</i> | 21.45 | 15.30 | 17.34 | 19.40 | 1/1/2020 | 2.25% |
| <i>SEWER MAINT. MAN*</i> | 21.93 | 15.64 | 17.73 | 19.83 | 1/1/2021 | 2.25% |
| <i>WATER TREAT. PL. OPER (TR)*</i> | 22.43 | 15.99 | 18.13 | 20.28 | 1/1/2022 | 2.25% |
| <i>SIGN PAINTER*</i> | | | | | | |
| <i>SENIOR JANITOR (COMP)*</i> | | | | | | |

APPENDIX "E"
 LOCAL 317
 HOURLY PAY RATE SCHEDULE 2018 - 2022

| GROUP | 100% | 70% | 80% | 90% | Date | % or \$ |
|-----------------------------------|----------|-------|-------|-------|----------|---------|
| | COLUMN Z | | | | | |
| MOTOR EQUIP OPER-MEO | 20.24 | 14.17 | 16.19 | 18.22 | 7/1/2017 | 1.25% |
| TRAFFIC SIGN MAINT. | 20.69 | 14.62 | 16.64 | 18.67 | 1/1/2018 | 0.45 |
| PAINTER | 21.14 | 15.07 | 17.09 | 19.12 | 1/1/2019 | 0.45 |
| | 21.62 | 15.41 | 17.47 | 19.55 | 1/1/2020 | 2.25% |
| | 22.10 | 15.76 | 17.87 | 19.99 | 1/1/2021 | 2.25% |
| <i>CARPENTER'S HELPER*</i> | 22.60 | 16.11 | 18.27 | 20.44 | 1/1/2022 | 2.25% |
| SR. STREET MAINT. | 20.70 | 14.49 | 16.56 | 18.63 | 7/1/2017 | 1.25% |
| TREE TRIMMER | 21.15 | 14.94 | 17.01 | 19.08 | 1/1/2018 | 0.45 |
| WATER & SEWER SYS MAINT. | 21.60 | 15.39 | 17.46 | 19.53 | 1/1/2019 | 0.45 |
| PKS SM ENG/EQ REP MECH | 22.09 | 15.74 | 17.85 | 19.97 | 1/1/2020 | 2.25% |
| <i>WATER TREAT PL MECH*</i> | 22.58 | 16.09 | 18.25 | 20.42 | 1/1/2021 | 2.25% |
| <i>CREW LEADER*</i> | 23.09 | 16.45 | 18.67 | 20.88 | 1/1/2022 | 2.25% |
| | 21.00 | 14.70 | 16.80 | 18.90 | 7/1/2017 | 1.25% |
| | 21.45 | 15.15 | 17.25 | 19.35 | 1/1/2018 | 0.45 |
| | 21.90 | 15.60 | 17.70 | 19.80 | 1/1/2019 | 0.45 |
| | 22.39 | 15.95 | 18.10 | 20.25 | 1/1/2020 | 2.25% |
| <i>Transfer Station Operator*</i> | 22.90 | 16.31 | 18.51 | 20.70 | 1/1/2021 | 2.25% |
| | 23.41 | 16.68 | 18.92 | 21.17 | 1/1/2022 | 2.25% |
| SR WATER/SEWER MAINTR | 21.18 | 14.83 | 16.94 | 19.06 | 7/1/2017 | 1.25% |
| | 21.63 | 15.28 | 17.39 | 19.51 | 1/1/2018 | 0.45 |
| | 22.08 | 15.73 | 17.84 | 19.96 | 1/1/2019 | 0.45 |
| | 22.58 | 16.08 | 18.24 | 20.41 | 1/1/2020 | 2.25% |
| | 23.08 | 16.45 | 18.65 | 20.87 | 1/1/2021 | 2.25% |
| <i>SR. PARK MAINT.*</i> | 23.60 | 16.82 | 19.07 | 21.34 | 1/1/2022 | 2.25% |
| DISPATCHER/DPW -Signal Disp | 21.42 | 14.99 | 17.14 | 19.28 | 7/1/2017 | 1.25% |
| STOREKEEPER | 21.87 | 15.44 | 17.59 | 19.73 | 1/1/2018 | 0.45 |
| WATER TREATMENT PLANT OP. | 22.32 | 15.89 | 18.04 | 20.18 | 1/1/2019 | 0.45 |
| | 22.82 | 16.25 | 18.45 | 20.63 | 1/1/2020 | 2.25% |
| <i>PARKING METER MAINT.*</i> | 23.34 | 16.61 | 18.86 | 21.10 | 1/1/2021 | 2.25% |
| <i>FORM SETTER*</i> | 23.86 | 16.99 | 19.29 | 21.57 | 1/1/2022 | 2.25% |
| <i>RADIO TECH.*</i> | | | | | | |

APPENDIX "E"
 LOCAL 317
 HOURLY PAY RATE SCHEDULE 2018 - 2022

| GROUP | 100% | 70% | 80% | 90% | Date | % or \$ |
|-----------------------------|----------|-------|-------|-------|-----------------|---------|
| | COLUMN Z | | | | | |
| HEAVY EQUIP OPER - HEO | 21.69 | 15.18 | 17.35 | 19.52 | 7/1/2017 | 1.25% |
| SR. PUMP OPERATOR | 22.14 | 15.63 | 17.80 | 19.97 | 1/1/2018 | 0.45 |
| | 22.59 | 16.08 | 18.25 | 20.42 | 1/1/2019 | 0.45 |
| <i>SR. MAINT. MECHANIC*</i> | 23.10 | 16.44 | 18.66 | 20.88 | 1/1/2020 | 2.25% |
| <i>PLUMBER*</i> | 23.62 | 16.81 | 19.08 | 21.35 | 1/1/2021 | 2.25% |
| <i>WELDER*</i> | 24.15 | 17.19 | 19.51 | 21.83 | 1/1/2022 | 2.25% |

| | | | | | | |
|----------------------------------|-------|-------|-------|-------|-----------------|-------|
| ARBORIST | 22.18 | 15.53 | 17.74 | 19.96 | 7/1/2017 | 1.25% |
| BUILDING MAINT. MECHANIC | 22.63 | 15.98 | 18.19 | 20.41 | 1/1/2018 | 0.45 |
| CARPENTER | 23.08 | 16.43 | 18.64 | 20.86 | 1/1/2019 | 0.45 |
| POOL MAINTAINER | 23.60 | 16.80 | 19.06 | 21.33 | 1/1/2020 | 2.25% |
| | 24.13 | 17.18 | 19.49 | 21.81 | 1/1/2021 | 2.25% |
| <i>RADIO & SIGNAL ELEC.*</i> | 24.67 | 17.56 | 19.93 | 22.30 | 1/1/2022 | 2.25% |
| <i>SIGNAL ELECTRICIAN*</i> | | | | | | |

| | | | | | | |
|--------------------------|-------|-------|-------|-------|-----------------|-------|
| | 23.61 | 16.53 | 18.89 | 21.25 | 7/1/2017 | 1.25% |
| SR. GROUNDSKEEPER | 24.06 | 16.98 | 19.34 | 21.70 | 1/1/2018 | 0.45 |
| | 24.51 | 17.43 | 19.79 | 22.15 | 1/1/2019 | 0.45 |
| | 25.06 | 17.82 | 20.24 | 22.65 | 1/1/2020 | 2.25% |
| | 25.63 | 18.22 | 20.69 | 23.16 | 1/1/2021 | 2.25% |
| <i>CHIEF RADIO TECH*</i> | 26.20 | 18.63 | 21.16 | 23.68 | 1/1/2022 | 2.25% |

| | | | | | | |
|-----------------------|-------|-------|-------|-------|-----------------|-------|
| | 23.99 | 16.79 | 19.19 | 21.59 | 7/1/2017 | 1.25% |
| | 24.44 | 17.24 | 19.64 | 22.04 | 1/1/2018 | 0.45 |
| | 24.89 | 17.69 | 20.09 | 22.49 | 1/1/2019 | 0.45 |
| | 25.45 | 18.09 | 20.54 | 23.00 | 1/1/2020 | 2.25% |
| <i>Auto Mechanic*</i> | 26.02 | 18.50 | 21.00 | 23.51 | 1/1/2021 | 2.25% |
| | 26.61 | 18.91 | 21.48 | 24.04 | 1/1/2022 | 2.25% |

| | | | | | | |
|------------------------------------|-------|-------|-------|-------|-----------------|-------|
| ELECTRICIAN | 24.04 | 16.83 | 19.23 | 21.64 | 7/1/2017 | 1.25% |
| GEN EQUIP MECHANIC*** | 24.49 | 17.28 | 19.68 | 22.09 | 1/1/2018 | 0.45 |
| | 24.94 | 17.73 | 20.13 | 22.54 | 1/1/2019 | 0.45 |
| | 25.50 | 18.13 | 20.58 | 23.05 | 1/1/2020 | 2.25% |
| | 26.07 | 18.54 | 21.05 | 23.57 | 1/1/2021 | 2.25% |
| <i>Golf Course Equip Mechanic*</i> | 26.66 | 18.95 | 21.52 | 24.10 | 1/1/2022 | 2.25% |

***The City may elect to hire up to the 90% of Column Z in this class in the event of recruitment difficulties.

APPENDIX "E"
 LOCAL 317
 HOURLY PAY RATE SCHEDULE 2018 - 2022

| GROUP | 100% | 70% | 80% | 90% | Date | % or \$ |
|-------|----------|-----|-----|-----|------|---------|
| | COLUMN Z | | | | | |

| | | | | | | |
|--------------------------------|-------|-------|-------|-------|-----------------|-------|
| Electrician/Signal Electrician | 27.34 | 19.14 | 21.87 | 24.61 | 7/1/2017 | 1.25% |
| | 27.79 | 19.59 | 22.32 | 25.06 | 1/1/2018 | 0.45 |
| | 28.24 | 20.04 | 22.77 | 25.51 | 1/1/2019 | 0.45 |
| | 28.88 | 20.49 | 23.28 | 26.08 | 1/1/2020 | 2.25% |
| | 29.53 | 20.95 | 23.81 | 26.67 | 1/1/2021 | 2.25% |
| | 30.19 | 21.42 | 24.34 | 27.27 | 1/1/2022 | 2.25% |

**Union retained titles*

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals this 10th day of May, 2018⁹.

LOCAL 317
INTERNATIONAL BROTHERHOOD OF TEAMSTERS:

THE CITY OF BINGHAMTON:



Robert Firmstone
Secretary-Treasurer and Business Agent
Teamsters Local #317

Richard C. David, Mayor
City of Binghamton

Committee Members:



(signatory)

Patricia Keppler
Director of Personnel & Safety



(signatory)

Bernice St. Clair, Commissioner of Public Works

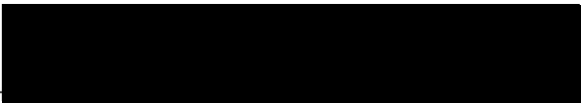


(signatory)

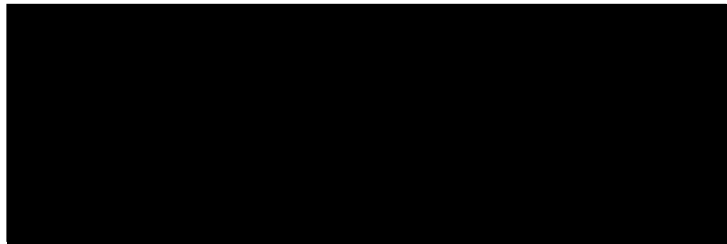


(signatory)

Chuck Shager, Comptroller



(signatory)



(signatory)

APPROVED AS TO FORM:

