

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Harrison, Town of and Highway, Utility, Sanitation and Compaction Departments Employees, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 456 (2004)**

Employer Name: **Harrison, Town of**

Union: **Highway, Utility, Sanitation and Compaction Departments Employees, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **456**

Effective Date: **01/01/04**

Expiration Date: **12/31/06**

PERB ID Number: **7380**

Unit Size: **90**

Number of Pages: **20**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT made and entered into this 15th day of Sept. 2006, by and between the TOWN OF HARRISON, a political entity (hereinafter referred to as the "Employer") and LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the "Union").

ARTICLE I
UNIT

This Agreement shall apply to all employees other than Foreman employed by the Town in its Highway Department, Utility Department, Sanitation and Compaction Departments.

ARTICLE II
RECOGNITION

Section 1: The Union, having heretofore presented appropriate evidence that it represents the majority of the employees in said Highway, Highway and Street Lighting, General Town Buildings, Parks and Playgrounds and Sanitation Departments with respect to all regular employees and any other employees hired for more than six (6) months in any calendar year is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Town of Harrison in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the Collective Bargaining Agreement herewith executed.

Section 2: The Town agrees that, upon presentation of dues deduction authorization cards, signed by the individual employees to which this Agreement is applicable, it will make monthly deductions from the wages of such employees in the amounts so designated on the authorization cards as membership dues deduction and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made.

Section 3: The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. The officers and agents of the Union shall

have the right of visitation upon the Employer's facilities for the purposes of adjusting grievances and administering the terms and conditions of this contract.

Section 4: Employees who are designated or selected as shop stewards shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances, for the administration of this Agreement and for the negotiation of successive agreements.

Section 5: An Agency Shop is agreed to provided it is legal, and it is the responsibility of the counsel for the Union to establish the legality to the satisfaction of the Town Board.

ARTICLE III
RECIPROCAL RIGHTS

Section 1: The Union recognizes the right of the Employer to manage, but not in conflict with the terms and conditions of this contract; and the Employer recognizes its responsibility to direct the work force so that the dignity of labor of the individual shall be protected. The Employer shall so administer its responsibilities as to be impartial and fair to all employees and shall not discriminate by reason of nationality, gender, creed or race.

ARTICLE IV
CLASSIFICATION RATES AND WAGES

Section 1: The wages to be paid for each classification within said Highway Department, Utility Department and Sanitation Department of the Town shall be increased as follows:

- a. Effective January 1, 2004, the salary schedule in effect on December 31, 2003 shall be increased by 3.75%.
- b. Effective January 1, 2005, the salary schedule in effect on December 31, 2004 shall be increased by 3.75%.
- c. Effective July 1, 2005, the salary schedule in effect on June 30, 2005 shall be increased by 0.25%.

- d. Effective January 1, 2006, the salary schedule in effect on December 31, 2005 shall be increased by 3.75%.
- d. Effective July 1, 2006, the salary schedule in effect on June 30, 2006 shall be increased by 0.50%.
- e. Said increases shall be indicated on the schedule annexed hereto as Appendix "A".

Section 2: The total straight time wages to be paid to each employee in his/her classification of employment, and seniority for the period January 1, 2004 through December 31, 2004 and January 1, 2005 through June 30, 2005; and July 1, 2005 through December 31, 2005, and January 1, 2006 through June 30, 2006 and July 1, 2006 through December 31, 2006,, shall be set forth opposite his/her title on Appendix "A-1" annexed hereto.

Section 3: Newly hired employees shall be subject to a hiring rate equal to eighty percent (80%) of the wage rate for their job classification. The hiring rate for their job classification shall be for twenty-four (24) months. Upon completion of the twenty-four (24) month period, the employee shall receive the wage rate for the classification. Employees who receive promotions shall not be subject to a hiring rate, but shall receive the wage rate for their new classification.

Section 4: Employees in the Sanitation Department who are required to operate sanitation trucks which are capable of carrying twenty-five (25) yards or more of material shall be classified either as Heavy Motor Equipment Operators or Motor Equipment Operator 2.

Section 5: In the Sanitation Department, there shall be created the position of one (1) substitute driver for each sanitation truck. In order to be eligible for the position, an employee must have a valid New York State Class 3 Operator's License. Substitute drivers shall receive an annual payment of Six Hundred Dollars (\$600.00). Substitute drivers shall be eligible for higher classification pay for performing work

associated with the classification of Heavy Motor Equipment Operator or Motor Equipment Operator when assigned to operate the sanitation truck.

Section 6: Employees who operate the High Ranger, back-hoe, and/or ten (10) wheel truck shall be classified as Heavy Motor Equipment Operators.

Section 7: Employees shall receive longevity payments on their employment anniversary dates pursuant to the following schedule:

| <u>Years of Employment</u> | <u>Longevity Payment</u> |
|----------------------------|--------------------------|
| 10 to 14 years | \$650.00 |
| 15 to 19 years | \$825.00 |
| 20 years and above | \$1,000.00 |

Effective January 1, 2005 all contract longevity dollar values set forth above are to be increased by the amount of the wage increases set forth in the agreement as each increase becomes effective.

ARTICLE V
WORK DAY AND WORK WEEK

Section 1: The work day shall consist of eight (8) hours and the work week shall consist of forty (40) hours. Employees shall be granted one-half (1/2) hour per week day for lunch which shall not be included as part of the eight (8) hour work day. The Town's practice in effect on December 31, 1979 with respect to time granted for coffee breaks shall be continued in effect during the term of this Agreement.

- a. During that period of time during each contract year in which daylight savings time is in effect, employees shall be assigned to a work day which starts at 7:00 a.m. and ends at 3:30 p.m., which includes one-half (1/2) hour for lunch and normal coffee breaks.

ARTICLE VI
PREMIUM TIME

Section 1: Time and one-half the regular rate shall be paid:

- a. On the sixth (6th) day of a work week;

- b. After eight (8) hours per day;
- c. After forty (40) hours per week;
- d. Before starting time;
- e. On Saturday, as such.

Section 2: Double time will be paid:

- a. Work on the seventh (7th) day;
- b. For work on Sunday.

Section 3: Work on a holiday shall be recompensed at double time plus the holiday pay.

Section 4: Employees shall be entitled to select either payment or compensatory time, at the appropriate overtime rate, for overtime hours worked by them, subject to the following conditions:

- a. Employees shall be entitled to accrue compensatory time to a maximum of eighty (80) hours per year;
- b. Compensatory time must be utilized between April 1st and October 1st in the year in which it is earned;
- c. Employees may utilize no more than five (5) compensatory days a month;
- d. No more than two (2) employees a day shall be allowed to use compensatory time;
- e. Vacation selection shall have priority over compensatory time utilization. In the event of a conflict between vacation utilization and compensatory time utilization, vacation selection shall control;
- f. All compensatory time not utilized in the year in which it is earned shall be reimbursed by the Town to the employee in the first payroll in December of the year in which such time was accrued but not utilized.

**ARTICLE VII
HOLIDAYS**

Section 1: The following shall be paid holidays:

| | |
|-------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Lincoln's Birthday | Thanksgiving Day |
| Washington's Birthday | Veteran's Day |
| Declaration Day | Election Day |
| July 4 th | Christmas Day |
| Good Friday | |

Section 2: Employee will work one-half (1/2) day on Christmas Eve and New Year's Eve, with the following limitations:

- a. Employees in the Sanitation Department will be required to finish their route;
- b. The Town shall have the right to maintain a crew for the entire day in case of emergency calls.

**ARTICLE VIII
VACATION**

Section 1: Employees shall receive the following paid vacations:

| | | |
|-------------------------|---|-----------------|
| Six (6) months | - | 6 working days |
| One (1) year | - | 12 working days |
| Five (5) years | - | 20 working days |
| Twenty-One (21) years | - | 21 working days |
| Twenty-Two (22) years | - | 22 working days |
| Twenty-Three (23) years | - | 23 working days |
| Twenty-Four (24) years | - | 24 working days |
| Twenty-Five (25) years | - | 25 working days |

- a. A newly hired employee shall not be entitled to vacation until the employee has completed one (1) year of service.

Section 2: Vacation shall be paid in advance. Normally, the vacation schedule should show the time for each employee's vacation. Nevertheless, each employee should give notice to his/her foreman adequately beforehand that he/she wishes to receive his/her vacation pay before he/she leaves for vacation.

Section 3: Vacation selections are subject to the needs of management. Such selections must be taken in minimum blocks of five (5) days. Employees with more than twenty (20) vacation days may take such days in excess of twenty (20) days in blocks of less than five (5) days. Department Heads, in their absolute discretion, may allow employees with twenty (20) or less vacation days to take such days in increments of less than five (5) days. Vacations shall be taken as much as possible during the summer months and scheduled on the basis of seniority, subject to the needs of management. Employees in the Highway Department will be allowed to take their vacation during the winter months with the provision that the Town will not be required to allow more than one (1) employee from each garage to take their vacation at the same time.

Section 4: Unused vacation shall be payable upon retirement or death.

Section 5: Vacation must be taken in the year it is earned and may not be accumulated except at management's convenience.

ARTICLE IX
SICK LEAVE

Section 1: Each employee shall have twelve (12) days sick leave in each calendar year with pay on account of personal sickness or physical disability, accumulated to one hundred sixty-five (165) days.

Section 2: There shall be a bonus of three (3) additional sick days in a year if no sick days are used, and such three (3) days accumulation shall be in addition to the one hundred sixty-five (165) days accumulation.

Section 3: Unused sick leave up to a total of one hundred sixty-five (165) days shall be applied as an additional service credit upon retirement pursuant to §41-j of the New York State Retirement and Social Security Law. Unused sick leave in excess of said one hundred sixty-five (165) days, to the extent they are not counted towards time worked for calculation of retirement benefits, shall be paid to the worker, up to an additional fifty (50) accumulated sick days.

Section 4: The Town will provide disability and workers' compensation coverage. The employee who is sick or injured will file for disability benefits or workers' compensation benefits. During such absence by reason of covered disability insurance or workers' compensation insurance, the Town will continue paying the employee's full salary, initially charging it against an employee's accumulated sick leave, (and maintain an employee's medical benefits). The Town shall deduct one full day of sick leave for the first five covered days of disability or worker's compensation, and one half day for each day thereafter. The Town shall continue to pay the employee's full salary, and maintain the employee's medical benefits, upon exhaustion of the employee's accumulated sick leave, while the employee remains covered by Disability or Workers' Compensation Insurance. Benefits relating to wages or medical bills received by the employee when awards are made under the Workers' Compensation Law or Disability Benefits Law shall be returned to the Town, to the extent paid by the Town. The Town shall restore the employee's accumulated sick leave on a pro rata basis when awards are made under the Workers' Compensation Law or Disability Benefits Law as reimbursement or credit to the Town for periods that the employee was paid full salary.

On the Job Injuries shall not affect a worker's eligibility for sick time bonus pay under this Agreement.

Section 5: Employees who are not absent from work due to a work-related injury during a calendar year shall receive a safety bonus of Two Hundred Fifty Dollars (\$250.00) payable by February 28th of the following year.

ARTICLE X **LIFE INSURANCE**

Section 1: The Town will purchase, at its cost, life insurance in an amount equal to the then current per annum salary of each employee to a maximum of Thirty Thousand Dollars (\$30,000.00) with double indemnity for accidental death, i.e. Sixty Thousand Dollars (\$60,000.00).

ARTICLE XI
PRODUCTIVITY CLAUSE

Section 1: A Labor-Management Committee will be created to study productivity and endeavor to write a contract clause which will seek to increase productivity and provide means for sharing with the employees any resulting money saved by reason of such increased productivity, within the framework of existing laws.

Section 2: Upon full implementation of the Town's recycling program, i.e., the curbside pickup of papers, newspaper, glass and metal, the parties shall meet and confer to discuss the impact, if any, and possible additional compensation for employees in the Public Works Department.

ARTICLE XII
WELFARE PAYMENTS

Section 1: The Town shall pay all of the costs of the present hospital plan.

Section 2: Any employee who first became covered by the provisions of this Agreement on or after December 19, 1984, shall contribute on a monthly basis, twenty-five percent (25%) of the total annual cost of the health and hospital insurance provided pursuant to this contract.

STARTING WITH THE TENTH (10th) CONSECUTIVE YEAR OF EMPLOYMENT, ALL INSURANCE COVERAGE SHALL BE FULLY PAID BY THE TOWN.

- a. Any employee who is otherwise covered by a health insurance plan may, at the employee's option, opt out of coverage under said plan paid for directly or indirectly by the Town/Village provided:
 - (i) The employee exercises his/her option to opt out of coverage in accordance with the provisions of this policy;

- (ii) If an employee has opted out of said plan, he/she may not seek to be recovered by said plan unless he/she does so in accordance with the provisions of the policy;
- (iii) An employee may not exercise said option unless he/she is otherwise covered by a comparable plan. All determinations as to comparability shall be at the sole discretion of the Town/Village and such determinations are not subject to the grievance procedure;
- (iv) The Town/Village will pay each employee who opts out of said plan the following sums during the last pay period of each calendar year, on a pro-rated basis:

| | <u>Annual Sum</u> | |
|------------------|------------------------------|----------------------------------|
| | <u>Family</u> <u>Plan</u> | <u>Individual</u> <u>Plan</u> |
| Health Insurance | \$475.00 | \$180.00 |

- (v) Where an employee covered by the terms of this Agreement is otherwise covered under a family dental plan being provided by the Town to any other individual not covered by the terms of this Agreement, the Welfare Fund contributions hereunder shall be reduced accordingly.
- b. Any employee who first becomes covered by the provisions of this Agreement on or after October 1, 1982, who is otherwise covered by a Town/Village of Harrison health insurance or dental plan shall not be covered under such plans under this Agreement. In the event such other coverage ceases for any reason whatsoever, said employee shall be entitled to participate in the insurance coverage provided in this Agreement.

Section 3: Health insurance coverage will be provided to employees and their dependents provided that the employee retires after August 1, 2001 and has a minimum of ten (10) years of service with the Town. Said coverage shall cease upon either (1) death of the surviving spouse, except that coverage shall continue for the deceased retiree's dependent children in accordance with the terms of the health insurance plan; or (2) remarriage of the surviving spouse; or (3) coverage of surviving spouse under a comparable health insurance policy other than that provided herein.

Section 4: As soon as practicable, an IRC § 125 cafeteria plan shall be implemented by the Town, if not already implemented.

Section 5: The Town shall contribute to the Harrison Teamsters Welfare Fund the sum of Nine Hundred Dollars (\$900.00) per employee covered within the appropriate designated unit for each calendar year; to wit: January 1, April 1, July 1 and October 1 of each said years. The number of employees for which payment shall be made shall be measured on the quarterly date on which payment is due, and such payments shall not be made for part-time employees and Seasonal employees. Subject to the remaining provisions of this Section, the Union agrees to utilize the monies payable to it by the Town under this provision to purchase, during the term of this Agreement, dental insurance and optical insurance coverage for each of the employees covered by this Agreement and extended coverage for their families, where applicable.

It is specifically understood that the Town shall have no obligation whatsoever to obtain or provide any dental insurance or optical insurance coverage for any of said employees during the term of this Agreement and that the contribution to the Harrison Teamsters Welfare Fund hereunder is in lieu of any such benefits previously provided by the Town.

It is further understood and agreed that unlike certain previous years, no employees covered under this Agreement, nor their families where applicable, shall be covered under any Town sponsored dental insurance plan unless such coverage is derived by reason of their spouse's employment by the Town.

The Town has made payments in anticipation of this Agreement since January 1, 2004 and such payment shall be credited accordingly.

ARTICLE XIII
PENSION

Section 1: The Town shall provide and pay the cost for a non-contributory twenty-five (25) year career plan, Section 75(g) for all employees currently legally able to be covered.

ARTICLE XIV
WEEKLY PAY

Section 1: Employees shall be paid bi-weekly.

ARTICLE XV
SENIORITY

Section 1: Employee's seniority is to commence from the date of his/her hire as a Permanent Full-time employee of the Town. Promotion, demotion, layoff and transfer shall be governed by seniority as a Permanent Full-time Employee except where otherwise provided by the Civil Service Law, fitness and ability being equal.

Section 2: The parties agree that continuous service with the Town shall not be interrupted by (a) ordered military leave; (b) authorized leaves of absence up to one (1) year; and/or (c) termination of employment followed by reinstatement or rehiring within one (1) year.

ARTICLE XVI
OVERTIME

Section 1: Overtime shall be distributed as equally as possible among Permanent Full-time employees in a particular classification in their Department.

ARTICLE XVII
PERMANENT EMPLOYMENT

Section 1: After six (6) months of full-time employment by the Town, an employee shall become permanent, subject to the above lay-off provisions.

ARTICLE XVIII
BEREAVEMENT LEAVE

Section 1: The Town shall grant up to five (5) work day days of bereavement leave as the result of the death of a member of any employee's immediate family. For purposes of this Article only, immediate family shall include spouse, mother, father, sister, brother, child, father-in-law, mother-in-law, grandparents, grandchildren and grandparent-in-law. Entitlement to bereavement leave under this Article shall be limited to the five (5) calendar days immediately following the death of the member of the immediate family. The Town shall provide three (3) workday days of bereavement leave for the death of an employee's aunt or uncle. An employee on bereavement leave shall be paid only for each of such days of death leave as was the employee's regularly scheduled work day. In the event any or all of such days of death leave falls on a day which is not a regularly scheduled work day (e.g., weekend day, holiday, vacation day, sick day), no bereavement leave pay shall be granted for each of such days. Payment shall be made at the employee's straight, non-premium time pay.

Section 2: Death leave as the result of the death of any member of an employee's family other than those family members set forth in Section 1 above may be granted by the Town at its sole discretion. Duration of any death leave granted by the Town under this Section shall be at the Town's sole discretion. In addition, the granting of death leave under this Section to one or more employees shall not act as practice or precedent with respect to the granting of death leave under this Section to any other employee or employees.

ARTICLE XIX
OUT OF TITLE EMPLOYMENT

Section 1: When an employee works above his/her classification, he/she shall get the higher classification rate and when an employee works in a lower classification, he/she shall be paid his/her regular classification rate, except in the instance of the occasional need of a Laborer to drive a truck, as for instance a Park truck, when he/she occasionally drives such truck as part of his/her duties, as incorporated in the Memorandum of Understanding of October 28, 1971.

ARTICLE XX
LUNCH TIME

Section 1: Employees shall be granted one-half (1/2) hour for lunch.

ARTICLE XXI
UNIFORM/SHOE/TOOL ALLOWANCE

Section 1: The Town shall supply rain gear and gloves for all covered employees that shall be worn and properly maintained by the employees to whom they are entrusted. When an employee requests replacement of rain gear or gloves, the employee shall be required to turn in the used rain gear or gloves prior to receiving the replacement.

Section 2: A Uniform Committee shall be formed to determine appropriate uniforms to be worn by employees in the Town Public Works Department. The Uniform Committee shall be composed of two (2) representatives of the Union and two (2) representatives of the Town. Any deadlock within the Uniform Committee shall be broken by the Commissioner of Public Works. The Uniform Committee shall consider issues including: all specifications for Town uniforms i.e. fabric content, style and color.

The maximum cost for the Town will be Three Hundred Fifty Dollars (\$350.00) per employee per year; and effective January 1, 2005 said maximum cost shall be five hundred (\$500.00) Dollars per employee..

The total uniform/shoe allowance noted herein per employee per year shall be paid on a voucher system., (with payment made by the Town directly to the vendor). Two stores selected by the Town after

consultation with the Union shall be selected. The allowance shall be exclusive of gloves, rain gear and safety equipment required by the Town. All employees must wear the designated uniform and can be sent home without pay for the day if they do not wear the required uniform and may be subject to additional disciplinary action.

Section 3: Effective January 1, 2004, each bargaining unit member occupying the job title Automotive Mechanic, (and effective January 1, 2005, in addition, the job titles of Senior Mechanic and Lead Maintenance Mechanic), shall, on a reimbursement basis, be entitled to an annual tool allowance of \$750.00. Additionally, effective January 1, 2004, the Town shall replace with an item of comparable value any personal tools damaged or broken by an Automotive Mechanic, Senior Mechanic or Lead Maintenance Mechanic, in the performance of duty for the Town. In order to have the tool reimbursed, it must be listed on an inventory of tools provided by the Automotive Mechanic, Senior Mechanic or Lead Maintenance Mechanic to the Town. The broken tool shall also be provided to the Town.

Section 4: The Town agrees to pay a worker the difference in cost between the filing fee for a regular license and the filing fee for CDL License upon renewal of the License.

ARTICLE XXII
EMERGENCY CLAUSE

Section 1: Any employee required to perform snow removal or emergency work shall be guaranteed a minimum of four (4) hours pay at the overtime rate as contained in Section 2 of this Article.

Section 2: Payment for snow removal or emergency work shall be made in accordance with the following schedule:

- a. Each hour of snow removal or emergency work performed by an employee prior to the employee's regularly scheduled starting time or after the employee's finish time in any one (1) work day from 12:01 a.m. Monday to midnight Friday shall be paid at one and one-half (1-1/2) times the employee's straight, non-premium rate of pay.

- b. Each hour of snow removal or emergency work performed by an employee on either a Saturday, Sunday or holiday shall be paid at the applicable premium rate set forth for such day's work in Article VI.
- c. With respect to snow removal or emergency work performed by an employee which starts between 12:01 a.m. Monday and midnight Friday and terminates on either a Saturday, Sunday or holiday **OR** starts on a Saturday, Sunday or holiday and terminates between 12:01 a.m. Monday and midnight Friday, each of said hours of snow removal or emergency work shall be paid in accordance with the applicable rate of pay in effect for the day on which each of said hours of work was performed.

Section 3: No employee shall be required to work more than fourteen (14) consecutive hours in an emergency or on snow removal.

ARTICLE XXIII PERSONAL LEAVE

Section 1: The Town shall grant four (4) days paid personal leave per year. Personal leave days shall be granted without the employee furnishing a reason. The only justification for denial of such personal leave day is departmental under-manning. Personal leave may be taken in half (1/2) days with half (1/2) days saved for future use, up to six (6) half days.

Section 2: Personal leave shall not be cumulative and unused days may not be carried over on a year-to-year basis. Effective January 1, 2004, at the end of each calendar year, unused personal leave shall be converted to accumulated unused sick leave.

Section 3: Employees shall be entitled to a leave of absence up to one (1) year without pay, if the reasonable needs of the Town permit.

ARTICLE XXIV
EMPLOYEE SUBSTANCE ABUSE

Section 1: The Union and the Employer agree that there is to be a substance abuse procedure for all employees. The Union and the Employer shall agree to such drug and alcohol testing procedure. Once agreed to by the Union and the Employer, such procedure shall be annexed hereto as Appendix "B".

Section 2: There shall be a joint Labor-Management Committee to negotiate modifications to the Town's drug testing policy and procedures. The parties shall conclude negotiations regarding said modifications within sixty (60) days of the execution of the memorandum of agreement.

ARTICLE XXV
MANAGEMENT RIGHTS

Section 1: Without intending to limit any rights management may otherwise possess, management shall have the right:

- a. To manage, direct and control the various departments and the activities of its employees and to manage, direct and control its properties, facilities and equipment;
- b. Subject to the provision of law and Article XV, to hire, promote, transfer or lay-off employees;
- c. Subject to the provisions of law, this Agreement and any rules of employee conduct heretofore or hereinafter promulgated by the Town, to discharge or discipline employees.

ARTICLE XXVI
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be the subject of a grievance, and shall be processed in accordance with the following procedure.

Section 2: A grievance of an employee or employees shall be presented by his/her or their shop steward and the employee(s) concerned to their immediate supervisor. All grievances must be filed within sixty (60) days of the date of occurrence or of the date the grievant should have known of said grievance, or the employee's right to said grievance will be deemed to be abandoned.

Section 3: In the event such grievance is not resolved within five (5) working days from such presentation, it shall then be presented by the Union to the department head.

Section 4: In the event such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure, then the Union shall present the same to the Supervisor of the Town, or his/her designee, for settlement.

Section 5: In the event that such grievance is not then disposed of, or in the event of any grievance of the Employer, it shall be referred by either party to arbitration before an impartial arbitrator, to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of such matter to arbitration, then an appointment of such arbitrator shall be made by the American Arbitration Association under its rules and procedure.

ARTICLE XXVII
ACCIDENT REVIEW COMMITTEE

Section 1: The Union shall be entitled to appoint one (1) member of the Town Accident Review Committee.

ARTICLE XXVIII
DISCIPLINE

Section 1: Upon completion of 18 months of full-time service, employees may not be disciplined except for just cause. The determination of whether discipline was for just cause shall be subject to the grievance procedure and arbitration. This disciplinary procedure shall be in lieu of the procedures provided by §§ 75 and 76 of the New York State Civil Service Law.

Section 2: Grievances regarding discipline shall be filed at the Commissioner level.

ARTICLE XXIX
INTERPRETATION AND TERM OF AGREEMENT

Section 1: This Agreement is made and entered into with the understanding and recognition that the Civil Service Law of the State of New York supersedes any provision hereof which may be in conflict with such law, except that the contractual disciplinary procedure shall be in lieu of those provided by sections 75 and 76 of the Civil Service Law. If there is any conflict between any portion of this Agreement and the Civil Service Law, the remaining portion of this Agreement shall remain in full force and effect.

Section 2: This Agreement shall be effective as of 12:01 a.m. on January 1, 2004 and shall terminate at 11:59 p.m. on December 31, 2006.

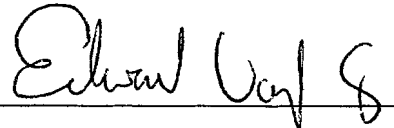
TOWN OF HARRISON



Stephen Malfitano, Supervisor

Date: 9/15/06

LOCAL 456, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS



Date: 6/22/06

APPENDIX "A"
SALARY SCHEDULE
TEAMSTERS LOCAL 456 & THE TOWN OF HARRISON, N.Y.

| <u>CLASSIFICATION</u> | <u>1/1/04</u> <u>3.75%</u> | <u>1/1/05</u> <u>3.75%</u> | <u>7/1/05</u> <u>0.25%</u> | <u>1/1/06</u> <u>3.75%</u> | <u>7/1/06</u> <u>0.50%</u> |
|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Heavy Motor Equipment Operator | \$58,381.75 | \$60,571.07 | \$60,722.50 | \$62,999.59 | \$63314.58 |
| Motor Equipment Operator 2 | \$58,381.75 | \$60,571.07 | \$60,722.50 | \$62,999.59 | \$63314.58 |
| Maintenance Mechanic Repairer | \$58,381.75 | \$60,571.07 | \$60,722.50 | \$62,999.59 | \$63314.58 |
| Automotive Mechanic | \$59,523.91 | \$61,756.06 | \$61910.45 | \$64,232.09 | \$64553.25 |
| Motor Equipment Operator | \$56,025.00 | \$58,125.94 | \$58,271.25 | \$60,456.42 | \$60758.70 |
| General Repairer | \$56,025.00 | \$58,125.94 | \$58,271.25 | \$60,456.42 | \$60758.70 |
| Road Maintainer | \$53,012.65 | \$55,000.62 | \$55,138.12 | \$57,205.80 | \$57491.83 |
| Sanitation Man | \$53,012.65 | \$55,000.62 | \$55,138.12 | \$57,205.80 | \$57491.83 |
| Laborer | \$53,012.65 | \$55,000.62 | \$55,138.12 | \$57,205.80 | \$57491.83 |
| Substitute Driver Sanitation | \$53,612.65 | \$55,600.62 | \$55,738.12 | \$57,805.80 | \$58091.83 |
| Senior Mechanic (efft. 1/1/05) | | \$63,910.00 | | \$66,732.00 | \$67,065.66 |
| Lead Maintenance Mechanic (efft. 1/1/05) | | \$65,909.00 | | \$67,998.00 | \$68,337.99 |