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GEN/10705

# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

**TOWN OF TRIANGLE**

and the

**TEAMSTERS LOCAL 317**

January 1, 2016 – December 31, 2018

1/1/16 - 12/31/18

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This is a Collective Bargaining Agreement entered into by and between the TOWN OF TRIANGLE (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL 317 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (I.B.T) (hereinafter referred to as the "Union") under Article 14 of the Public Employment Act of the State of New York.

## **Purpose and Intent**

The general purpose of this Collective Bargaining Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees. The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **Article 1 Recognition**

**1.1 Included:** The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment, and all other conditions of employment for the term of this Collective Bargaining Agreement for all full-time, non-supervisory Highway Department employees including Deputy Superintendent of Highways.

**1.2 Excluded:** All other employees, including all casual, seasonal, and temporary employees, the Superintendent of Highways and substitute employees are excluded from this Collective Bargaining Agreement.

## **Article 2 No Discrimination - No Strike**

**2.1 Non Discrimination Clause:** The Union agrees as a condition of the recognition given by the Employer, not to discriminate in the representation of any of the employees within the Unit, whether members of the Union or not.

**2.2 No Strike Clause:** The Union agrees not to encourage a strike, slowdown, or other work stoppage; or to cause, instigate, encourage, or condone the same; and any violation shall be subject to all of the sanctions and penalties of law.

**2.3 No Lockout Clause:** The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

## **Article 3    Union Security**

**3.1    Union Membership:** Membership in the Union is not compulsory. Employees have the right to join or refrain from joining as they see fit. State law affords all public workers in New York State the aforesaid rights.

**3.2    Dues / Fees:** The Employer agrees to make payroll deductions for union dues per pay period at the full rate per month or as certified in writing by the Union and for Agency Fees at one hundred percent (100%) of the current union dues. That amount will be deducted from the first paycheck each month and remitted to the Union as long as a signed union dues payroll deduction authorization is in effect and has not been revoked.

The Union agrees to indemnify and save harmless the Employer from any and all loss, damage, claims, or expense it may incur resulting from the aforesaid deductions.

**3.3    Agency Shop:** Non-union members shall be required to pay an Agency Fee as stated in Section 3.2, above.

**3.4    Bulletin Board:** The Employer agrees to provide a bulletin board and to permit the Union to post notices and other materials pertaining to the official business of the Union at the Highway Garage.

**3.5    Exclusive Representation:** The Employer agrees not to enter into any agreement or contract with its employees recognized by this contract, individually or collectively, which in any way conflicts with the terms and conditions of this Collective Bargaining Agreement. Any such agreement shall be null and void.

**3.6    Superintendent Performing Unit Work:** The Highway Superintendent shall not do bargaining unit work unless all the other employees are called. The Superintendent of Highways shall be limited to overtime to **three hours** of bargaining unit work per day unless all regular employees desiring to work overtime have been given the opportunity to work.

## **Article 4    Inspection Privileges**

**4.1    Teamster Representatives:** Business agents, or their designee, of the Union shall have access to the Town of Triangle Garage for the purpose of adjusting disputes, investigating work conditions, and ascertaining that the Collective Bargaining Agreement is being adhered to. Advance notification will be given to the Superintendent of Highways with an agreement on time and duration.

## **Article 5    Management Rights**

**5.1**    Union recognizes the rights of the Town to retain and reserve unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New York and/or the United States of America, to determine the standards of service to be observed by the Town; to determine standards of selection for employment; to determine the methods, means, and personnel by which its operation are to be conducted; to direct its employees; to determine the number of employees it will employ; to hire, suspend, discharge, discipline for just cause, promote, demote, or transfer; to maintain action to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work. The above rights of the Town are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Town.

Any and all rights, powers, and authority the Town had prior to entering into this Collective Bargaining Agreement, are retained by the Town, except as expressly and specifically abridged, delegated, granted, or modified by this Collective Bargaining Agreement.

## **Article 6    Stewards**

**6.1    Designation:** The Employer recognizes the right of the Union to designate a Steward and Alternate Steward to act in the absence of the Steward.

**6.2    Authorized Duties and Activities:** The authority of the steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities, on the condition the employee acting as Steward will be paid by the Employer for time spent on these duties or activities during working hours: a) the investigation and presentation of grievances or arbitrations in accordance with the grievance article; and, b) posting notices, negotiations, and conferences with the Employer.

## **Article 7    Probation**

**7.1    Probationary Period:** A new employee shall be considered probationary for the first **twelve months** of his employment and during this time may be discharged or disciplined at the sole discretion of the Employer and without recourse to the grievance and arbitration procedures (except for discharge or discipline for union activity). A probationary employee shall become a regular employee after **twelve** calendar months of employment by the Employer.

**7.2    Regular Employee List:** After working **twelve** calendar months, a new employee hired in this unit full-time shall be placed on the regular employee list as of his first day of full-time employment in the unit with the Employer.

## Article 8 Grievance Procedures

**8.1 Definition of Grievance:** In the event that any difference, dispute, or controversy should arise between the Union and employee and the Employer over the application and interpretation of the terms of this Collective Bargaining Agreement, there shall be no work slowdown or work stoppage prior to the resolution of the difference of dispute. An earnest effort will be made to settle such difference immediately and in the following manner:

**8.2 Informal Discussion:** An aggrieved employee must, together with his Union Steward, first attempt to resolve the grievance with the Superintendent of Highways, notifying the Superintendent of Highways that the discussion constitutes the informal step of the grievance procedure. The Local Steward may be present upon the request of the employee.

**8.3 Formal Grievance Procedure:** A written grievance must be filed at Step 1 of the procedure through the use of the grievance form within **ten workdays** of the knowledge of its occurrence. If no such notice is served in the time specified, the grievance will be barred.

**Step 1 – Superintendent of Highways:** The Union may file a formal complaint on behalf of an aggrieved employee(s). Formal grievances will be filed with the Superintendent of Highways. Within **five workdays** of receipt of the grievance, the Superintendent of Highways will meet with the grievant, Union Steward and Union Business Agent to discuss the complaint. Within **five workdays** after the meeting, the Superintendent of Highways will render a written decision to the Union Steward and the grievant.

**Step 2 – Town Supervisor:** If the answer in Step 1 is unsatisfactory, the Union Business Agent may submit the grievance within **ten workdays** from receiving the Step One response, or when the response should have been received, by serving written notice on the Town Supervisor. The Town Supervisor will hold a meeting within **ten workdays** of receipt of the written notice at which the grievant and the Union's representative will discuss the complaint. A written decision will be rendered within **five workdays** after the hearing.

**Step 3 - Binding Arbitration:** If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the State of New York Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within **fourteen workdays** from receiving the Step Two response or when the Step Two response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this Collective Bargaining Agreement.

The Town and the Union shall share the fees of the arbitrator equally.

**8.4 Time Limits:** The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the Town Supervisor.

## **Article 9 Disciplinary Action / Discharge**

**9.1 Discipline for Just Cause:** The Employer may discipline and/or terminate the employment of any employee for just and sufficient cause. Just and sufficient cause shall include, but is not limited to: theft, physical violence, fraudulent activities, falsification of official records, intentional damage of equipment, use of alcohol or intoxicants while working, or use of any drugs, barbiturates, or any amphetamines as defined under the Pure Drug and Food Act unless prescribed by a physician. It is understood that any of the aforesaid specified causes shall constitute just and sufficient cause.

**9.2 Probationary Period:** Any disciplinary action or discharge made within the probationary period as specified in Article 7 of this Collective Bargaining Agreement shall not be subject to question by the Union or employee or made subject of a grievance or arbitration.

**9.3 Notice of Discipline:** In case of discharge, the Employer will notify the Business Agent of the Union who shall have the right to investigate.

**9.4 Appeal of Disciplinary Action:** If a discharge occurs for reasons other than those specified in Article 9.1 hereof, and no adjustment can be reached, the issue of whether the employee was discharged for just and sufficient cause may be referred to arbitration as provided for in Article 8 of this Collective Bargaining Agreement. The appeal must be submitted in writing, within **fourteen workdays** from receiving the Notice of Discipline. This procedure shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

## **Article 10 Hours of Work & Overtime**

**10.1 Workday/Workweek:** The regular work week shall consist of forty hours as follows:

**Winter** (first Sunday in November – last Saturday in March)  
Monday – Friday 6:00 a.m. – 2:30 p.m. 5 days per week

**Summer** (last Sunday in March – first Saturday in November)  
Monday – Thursday 6:00 a.m. – 4:30 p.m. 4 days per week

In the event of inclement weather, the work day is any 8 hours winter/10 hours summer period from midnight to midnight to be determined by the Superintendent of Highways. No split shifts will be used unless the employee agrees. Employees are guaranteed a 40-hour week excluding overtime.

**10.2 Compensation for Overtime:** Overtime will be paid at time and one-half (1.5X) the regular rate for pay for all hours worked over 8 hours winter/10 hours summer in any one day.



**10.3 Compensatory Time:** An employee will have the option of receiving “compensatory time” in lieu of paid overtime. When an employee chooses to receive compensatory time, the employee will be credited with one and one-half hours of compensatory time for each hour of overtime worked. In any calendar year, an employee may convert a maximum of **thirty hours** of overtime work into **forty-five hours** in compensatory leave credits.

An employee must use all compensatory leave credits within the calendar year in which they are earned or receive payment in the **second week of December** of calendar year at the employee's then current rate of pay.

An employee may also request payment of any portion of compensatory leave credits prior to the second week of December.

**10.4 Scheduling Compensatory Leave:** An employee must receive prior approval from the Superintendent of Highways to use compensatory leave credits. Compensatory leave will be deducted from an employee's credits in one-hour increments

**10.5 Termination from Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

**10.6 Daily Records:** The Employer shall maintain and make available to employees a daily record showing time worked.

**10.7 Rest Breaks:** Work schedules shall provide for a 15-minute break in the morning and a 15-minute break in the afternoon.

**10.8 Meal Period:** An employee who is scheduled to work more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the Highway Department. Meal periods must normally be taken in the middle of the employee's workday.

**10.9 Clean-up Time:** A wash-up time of 10 minutes will be given before lunch and a 10-minute time at the end of the shift.

**10.10 Call-In Pay:** In the event an employee is called in to work for emergency duty that is in addition to and does not attach to the employee's regular working hours, the employee will be guaranteed at least **four hours** of work (which equals six hours of pay). In the event the employee does not work for the full **four hours**, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay. The pay for an employee who is called out for emergency duty will begin when the employee arrives at the Highway Garage. An employee may go home once the emergency work has been completed.

**10.11 Overtime Procedure:** Overtime concerning members of the Union and the Town:

a. If at any time the Town wants to go to an on-call system, the Town and the Union will discuss same as to the rate of pay.

b. Overtime shall be voluntary in the cases of emergency. (Emergencies are defined as severe weather conditions of snow, rain, wind, ice, etc., requiring prompt action for public safety.)

**10.12 Paid Leave in Calculating Overtime:** All hours paid are considered as hours worked for overtime.

**10.13 Paid Leave (winter/summer):** Benefit time is paid at the rate of 8 hours in the winter and 10 hours in the summer.

## **Article 11 Wages**

**11.1 Pay Schedule:** The pay schedule for the period January 1, 2016 through December 31, 2018 shall be as follows:

	1-1-2016	1-1-2017	1-1-2018
<b>MEO</b>	\$19.60	\$20.00	\$20.40

**11.2 Payroll Deductions:** Full-time employees under this Bargaining Unit can elect to have payroll deductions.

**11.3 Longevity Incentive:** After five years of employment, the employee will receive an incentive pay as follows:

\$.01 per hour based on 2080 hours a year times the number of years employed, to be paid on the closest pay period after the employee's anniversary date.

Incentive will be paid in a separate check.

**11.4 New Hire Rate:** A new employee in the unit will be hired at 80% of the current wage for the first six months of employment and 90% for the second six months of employment. After working twelve calendar months, a new employee shall be paid at full rate of pay applicable to the position.

## Article 12 Holidays

**12.1 Designated Holidays:** Regular full-time employees shall be entitled to the following eleven paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

**12.2 Holiday Occurs on a Weekend (five-day workweek):** In the event one of the holidays above occurs on a Saturday or Sunday during a five-day workweek, the holiday will be observed on either the preceding Friday or the following Monday as mutually agreed to by the bargaining unit and the Superintendent of Highways.

**12.3 Holiday Occurs on a Weekend (four-day workweek):** In the event one of the holidays above occurs on a Friday, Saturday, or Sunday during a four-day workweek, the holiday will be observed on either the preceding Thursday or the following Monday as mutually agreed to by the bargaining unit and the Superintendent of Highways.

**12.4 Holiday Pay (not assigned to work):** An active full-time employee who does not work on the day a holiday is observed will be paid for the day at the employee's regular daily rate of pay.

**12.5 Holiday Pay (assigned to work):** An employee required to work on the day a holiday is observed will be paid for all hours worked at one and one-half times the employee's regular hourly rate of pay plus the employee's regular days pay.

## Article 13 Vacations

**13.1 Allowance:** Each regular employee will be granted vacations as follows:

Years	Weeks	Hours
After 1 full year	2 weeks	80
After 5 full years	3 weeks	120
After 10 full years	4 weeks	160

**13.2 Scheduling:** Vacations must be pre-approved by the Superintendent of Highways.

**13.3 Shutdown Week:** One week of vacation will be used for shutdown week.

**13.4 Accumulation:** One week (40 hours) vacation can be carried over to a future year.

**13.5 Termination of Employment:** All unused accrued vacation will be paid to the employee on separation from employment or to his estate upon his death.

## **Article 14 Medical-Dental-Vision**

**14.1 Insurance Plan:** The Town will enter into a participation agreement with the Teamsters Health and Hospital Fund's \$3600/\$7200 HSA plan, which includes dental and vision riders. Coverage will be for each employee and the employee's eligible family.

**14.2 Date Coverage Begins:** Coverage will begin on the first day of the month following the employee's first day of employment, provided the requisite insurance forms have been completed.

**14.3 Premiums:** The health insurance rates shall be the composite rate as follows. Employee contributions will be on a pre-tax basis in accordance with IRS 125 (pre-tax dollars). This shall be in 26 equal payments.

<b>2016</b>	<b>Medical Premium</b>	<b>Dental Premium</b>	<b>Vision Premium</b>	<b>Town Share 89%</b>	<b>Employee Share 11%</b>
<b>Hire before 1-1-2016</b>	\$756.95	\$144.04	\$24.53	\$823.71	\$101.81
<b>Annual Total</b>	\$9,083.40	\$1,728.48	\$294.36	\$9,884.55	\$1,221.69
<b>2016</b>	<b>Medical Premium</b>	<b>Dental Premium</b>	<b>Vision Premium</b>	<b>Town Share 80%</b>	<b>Employee Share 20%</b>
<b>Hire after 1-1-2016</b>	\$756.95	\$144.04	\$24.53	\$740.42	\$185.10
<b>Annual Total</b>	\$9,083.40	\$1,728.48	\$294.36	\$8,884.99	\$2,221.25

<b>2017</b>	<b>Medical Premium</b>	<b>Dental Premium</b>	<b>Vision Premium</b>	<b>Town Share 88%</b>	<b>Employee Share 12%</b>
<b>Hire before 1-1-2016</b>	\$794.78	\$151.23	\$25.74	\$855.14	\$116.61
<b>Annual Total</b>	\$9,537.36	\$1,814.76	\$308.88	\$10,261.68	\$1,399.32
<b>2017</b>	<b>Medical Premium</b>	<b>Dental Premium</b>	<b>Vision Premium</b>	<b>Town Share 80%</b>	<b>Employee Share 20%</b>
<b>Hire after 1-1-2016</b>	\$794.78	\$151.23	\$25.74	\$777.40	\$194.35
<b>Annual Total</b>	\$9,537.36	\$1,814.76	\$308.88	\$9,328.80	\$2,332.20

<b>2018</b>	<b>Medical Premium</b>	<b>Dental Premium</b>	<b>Vision Premium</b>	<b>Town Share 87%</b>	<b>Employee Share 13%</b>
<b>Hire before 1-1-2016</b>	\$826.58	\$157.30	\$26.78	\$879.27	\$131.39
<b>Annual Total</b>	\$9,918.96	\$1,887.60	\$321.36	\$10,551.29	\$1,576.63
<b>2018</b>	<b>Medical Premium</b>	<b>Dental Premium</b>	<b>Vision Premium</b>	<b>Town Share 80%</b>	<b>Employee Share 20%</b>
<b>Hire after 1-1-2016</b>	\$826.58	\$157.30	\$26.78	\$808.53	\$202.13
<b>Annual Total</b>	\$9,918.96	\$1,887.60	\$321.36	\$9,702.34	\$2,425.58

The Town will pay **\$2,600** each year into the health savings account (HSA) for each employee who is enrolled as a **single** participant in the Teamsters Health and Hospital Fund.

The Town will pay **\$5,200** each year into the health savings account (HSA) for each employee who is enrolled as a **two-person** participant in the Teamsters Health and Hospital Fund.

The Town will pay **\$5,200** each year into the health savings account (HSA) for each employee who is enrolled as a **family** participant in the Teamsters Health and Hospital Fund.

It is understood that the Town's payment into the HSA is paid over the calendar year, therefore, in the event an employee needs to the full annual allowance before the Town has paid the Fund, the Town will make the necessary payment.

**14.4 Buy-Out:** The 30% buyout for health insurance with proof of insurance will be paid each month in a separate check. If an employee is eligible for individual coverage, the employee will receive thirty percent of the monthly premium for individual coverage. If the employee is eligible for two-person coverage, the employee will receive thirty percent of the monthly premium for two-person coverage. If the employee is eligible for family coverage, the employee will receive thirty percent of the monthly premium for family coverage.

**14.5 Medical Insurance for Retired Employees:** On retirement with 25 years of service, the Town will pay 25% of the cost of single coverage for health insurance.

## **Article 15 Sick Leave**

**15.1 Allowance (monthly accrual):** A full-time employee will be credited with nine hours of paid sick leave after completion of each month of employment. [Note: the nine hours per month is an average to adjust for five months of 8-hour workdays and seven months of 10-hour workdays].

**15.2 Accumulation:** Sick days may be accumulated to a maximum of one hundred sixty-five (165) days.

**15.3 Use of Sick Leave:** Sick leave will be deducted from an employee's credits in one-hour increments.

**15.4 Medical Verification:** The Town may require medical verification of an employee's absence if the Town perceives the employee is demonstrating a pattern of abuse.

**15.5 Termination of Employment:** Upon death, resignation, termination, or retirement from employment, any unused sick and personal leave time accumulated before 1-1-02 will be paid. Any sick and personal leave time accumulated after 1-1-02 will not be paid upon death, resignation, termination, or retirement from employment.

**15.6 Retirement Credit:** The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example:  $130 \text{ unpaid sick leave days} \div 260 = .50$  or 6 months additional service credit.

## **Article 16 Personal Leave**

**16.1 Allowance (front-loaded on January 1<sup>st</sup>):** A full-time employee will be credited with **twenty-seven hours** of paid personal leave on January 1<sup>st</sup> of each year for use during that year. [Note: the twenty-seven hours per year is an adjustment to account for five months of 8-hour workdays and seven months of 10-hour workdays].

**16.2 Accumulation:** Any unused accumulated personal leave days cannot be carried forward.

**16.3 Use of Personal Leave:** Personal leave will be deducted from an employee's credits in one-hour increments.

**16.4 Termination of Employment:** Any unused personal leave shall not be paid upon death, resignation, termination, or retirement from employment.

## **Article 17 Workers' Compensation**

Employer shall maintain appropriate statutory Workers' Compensation coverage. Should an employee have accumulated sick leave, personal days, or vacation time, the employee may choose to use any accumulated sick leave, personal days, or vacation time to supplement his/her Workers' Compensation benefits to keep the employee at full pay while out on Workers' Compensation. The use of vacation and personal leave is at the discretion of the employee only.

## **Article 18 Bereavement Leave**

**18.1** Four full days with pay will be granted for a death in the immediate family of the employee. "Immediate family" is defined as father, mother, brother, sister, grandparents, grandchild, spouse, children, mother- or father-in-law, stepchildren, domestic partner, sister- or brother-in-law.

**18.2** One day of the four may be held over for interment or memorial service held at a later date.

## **Article 19 Veterans & Military Rights**

**19.1** All employees covered by this Collective Bargaining Agreement shall be afforded all rights and benefits required by Federal or New York State veterans or military laws governing leave time or reemployment rights.

## **Article 20 Protective Devices**

**20.1 Protective Devices:** The Employer shall provide safety equipment as required by Federal or New York State Law.

**20.2 Unsafe Vehicles:** No employee is to drive a vehicle that he/she deems unsafe until it is repaired.

**20.3 Overload Fines:** In case of overloads, the Town will pay the first two tickets in one calendar year; after that the employee pays.

**20.4 Clothing/Boot Allowance:** A \$300 reimbursement for proper work clothing purchased per year. Reimbursement is based on approved receipt of purchase. Said reimbursement is not to be used for socks, undergarments, etc.

## **Article 21 Resolution of Deadlock in Collective Bargaining**

**21.1** The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred twenty days prior to the expiration date for the purpose of attempting to mutually agree upon amendments to this Collective Bargaining Agreement.

**21.2** The parties agree that an impasse in such negotiations shall be identified by the failure of the parties to have reached an understanding or agreement.

**21.3** In the event of an impasse, as defined in the law or any rule or regulation, both parties agree to submit to the procedure of the New York State P.E.R.B. in seeking a resolution thereof.

**21.4** This provision is, however, subject to whatever rules and regulations P.E.R.B. may have pertaining to Impasse Procedures.

## **Article 22 Savings Clause**

**22.1** Should any provision of this Collective Bargaining Agreement be declared illegal by any court of competent jurisdiction, the parties shall honor the remainder of this Collective Bargaining Agreement and shall meet to renegotiate the provision declared illegal.

## **Article 23 Retirement**

**23.1** The employees of Employer shall continue to be eligible to participate in the New York State Employees Retirement System, subject to applicable provision of the New York Retirement and Social Security Law.



## **Article 24 Complete Agreement - Modification**

**24.1** There are no terms, conditions, or obligations other than those contained herein, and there are no written or verbal statements, representations, warranties, or agreement with respect to this Collective Bargaining Agreement which have not been embodied herein.

**24.2** This Collective Bargaining Agreement constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of any provisions hereof shall be valid unless in writing and signed by both parties hereto.

## **EXECUTION OF AGREEMENT**

**Execution of Agreement:** The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives:

### **TOWN OF TRIANGLE**

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**Charlie Manasse**  
**Town Supervisor**

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**Date**

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**Michael A. Richardson**  
**Labor Relations Consultant**

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**Date**

### **TEAMSTERS LOCAL 317**

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**Roberta Dunker**  
**President & Business Agent**

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**Date**

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**Robert Hoag**  
**Bargaining Unit**

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**Date**