**Contract Database Metadata Elements**

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| Union: Highway, Utility, Sanitation and Compaction Departments Employees, International Brotherhood of Teamsters (IBT), AFL-CIO |
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For additional information on the ILR School - [http://www.ilr.cornell.edu/](http://www.ilr.cornell.edu/)
COLLECTIVE BARGAINING AGREEMENT

between

LOCAL 456, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS AFL-CIO

and

TOWN OF HARRISON

January 1, 2000 to December 31, 2003
INDEX

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I UNIT</td>
<td>2</td>
</tr>
<tr>
<td>II RECOGNITION</td>
<td>2</td>
</tr>
<tr>
<td>III RECIPROCAL RIGHTS</td>
<td>3</td>
</tr>
<tr>
<td>IV CLASSIFICATION RATES AND WAGES</td>
<td>4</td>
</tr>
<tr>
<td>V WORK DAY AND WORK WEEK</td>
<td>5</td>
</tr>
<tr>
<td>VI PREMIUM TIME</td>
<td>6</td>
</tr>
<tr>
<td>VII HOLIDAYS</td>
<td>7</td>
</tr>
<tr>
<td>VIII VACATION</td>
<td>8</td>
</tr>
<tr>
<td>IX SICK LEAVE</td>
<td>9</td>
</tr>
<tr>
<td>X LIFE INSURANCE</td>
<td>10</td>
</tr>
<tr>
<td>XI PRODUCTIVITY CLAUSE</td>
<td>10</td>
</tr>
<tr>
<td>XII WELFARE PAYMENTS</td>
<td>11</td>
</tr>
<tr>
<td>XIII PENSION</td>
<td>13</td>
</tr>
<tr>
<td>XIV WEEKLY PAY</td>
<td>14</td>
</tr>
<tr>
<td>XV SENIORITY</td>
<td>14</td>
</tr>
<tr>
<td>XVI OVERTIME</td>
<td>14</td>
</tr>
<tr>
<td>XVII PERMANENT EMPLOYMENT</td>
<td>14</td>
</tr>
<tr>
<td>XVIII BEREAVEMENT LEAVE</td>
<td>15</td>
</tr>
<tr>
<td>XIX OUT OF TITLE EMPLOYMENT</td>
<td>16</td>
</tr>
<tr>
<td>XX LUNCH TIME</td>
<td>16</td>
</tr>
<tr>
<td>XXI UNIFORMS/SHOE/TOOL ALLOWANCE</td>
<td>16</td>
</tr>
<tr>
<td>XXII EMERGENCY CLAUSE</td>
<td>18</td>
</tr>
<tr>
<td>XXIII PERSONAL LEAVE</td>
<td>19</td>
</tr>
<tr>
<td>XXIV EMPLOYEE SUBSTANCE ABUSE</td>
<td>19</td>
</tr>
<tr>
<td>XXV MANAGEMENT RIGHTS</td>
<td>20</td>
</tr>
<tr>
<td>XXVI GRIEVANCE PROCEDURE AND ARBITRATION</td>
<td>20</td>
</tr>
<tr>
<td>XXVII ACCIDENT REVIEW COMMITTEE</td>
<td>21</td>
</tr>
<tr>
<td>XXVIII DISCIPLINE</td>
<td>21</td>
</tr>
<tr>
<td>XXIX INTERPRETATION AND TERM OF CONTRACT</td>
<td>22</td>
</tr>
</tbody>
</table>

SCHEDULE "A" 23
AGREEMENT made and entered into this day of July 2002, by and between the TOWN OF HARRISON, a political entity (hereinafter referred to as the "Employer") and LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO (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 the 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, 2000, the salary schedule in effect on December 31, 1999 shall be increased by 3.5%.

b. Effective January 1, 2001, the salary schedule in effect on December 31, 2000 shall be increased by 3.5%.

c. Effective January 1, 2002, the salary schedule in effect on December 31, 2001 shall be increased by 3.5%.

d. Effective January 1, 2003, the salary schedule in effect on December 31, 2002 shall be increased by 3.5%

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, 2000 through December 31, 2000 and January 1, 2001 through December 31, 2001, and January 1, 2002 through December 31, 2002, and January 1, 2003 through December 31, 2003, 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 as Heavy Motor Equipment Operators.

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 Four Hundred Dollars ($400.00) pro-rated in their bi-weekly checks. Effective January 1, 2002, the annual payment shall be increased to Six Hundred Dollars ($600.00) Substitute drivers shall not be eligible for higher classification pay for performing work associated with the classification of Heavy Motor Equipment Operator or Motor Equipment Operator.

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:

<table>
<thead>
<tr>
<th>Years of Employment</th>
<th>Longevity Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 to 14 years</td>
<td>$250.00</td>
</tr>
<tr>
<td>15 to 19 years</td>
<td>$375.00</td>
</tr>
<tr>
<td>20 years and above</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

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 (½) 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 the period which starts on Memorial Day and ends on Labor Day of each year, 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 (¼) 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 recompened 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
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Declaration Day
July 4th
Good Friday

Labor Day
Columbus Day
Thanksgiving Day
Veterans’ Day
Election Day
Christmas Day

Section 2: Employees will work one-half (½) 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:

<table>
<thead>
<tr>
<th>Years</th>
<th>Working Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six (6) months</td>
<td>6</td>
</tr>
<tr>
<td>One (1) year</td>
<td>12</td>
</tr>
<tr>
<td>Five (5) years</td>
<td>20</td>
</tr>
<tr>
<td>Twenty-One (21) years</td>
<td>21</td>
</tr>
<tr>
<td>Twenty-Two (22) years</td>
<td>22</td>
</tr>
<tr>
<td>Twenty-Three (23) years</td>
<td>23</td>
</tr>
<tr>
<td>Twenty-Four (24) years</td>
<td>24</td>
</tr>
<tr>
<td>Twenty-Five (25) years</td>
<td>25</td>
</tr>
</tbody>
</table>

  a. Employees hired after July 1, 1995 shall not be entitled to vacation until they have 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 days (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.

Section 4: The Town will provide disability insurance coverage, as well as Workers'
Compensation. 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 to pay the full salary which shall be charged
against an employee's accumulated sick leave. The Town shall deduct one full day of sick leave
for the first five covered days of disability or workers' compensation, and one half day for each day
thereafter. Benefits received by the employee shall be returned to the Town.
This section is prospective in that it does not apply to disability or compensation claims which occurred prior to August 7, 1998.

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 One Hundred Dollars ($100.00) 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:
(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 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.
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, 2000 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.

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 four (4) calendar 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 and grandchildren. Entitlement to bereavement leave under this
Article shall be limited to the four (4) calendar days immediately following the death of the member
of the immediate family. The Town shall provide one (1) workday day 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 (½) hour for lunch.

ARTICLE XXI

UNIFORM/SHOE/TOOL ALLOWANCE

Section 1: The Town shall supply rain gear and gloves for all covered employees which shall be worn and properly maintained by the employees to whom they are entrusted. When an employee requests replacement of either 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.

Effective August 7, 1998, the total uniform\shoe allowance of $350.00 per employee per year shall be paid on a voucher system. Two stores selected by the Town after consultation with the Union shall be selected. The $350.00 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, 2002, each bargaining unit member occupying the job title Automotive Mechanic shall be entitled to an annual tool allowance of $200. Additionally, effective January 1, 2002, the Town shall replace with an item of comparable value any personal tools damaged or broken by an Automotive 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 to the Town. The broken tool shall also be provided to the Town.
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 undermanning. Personal leave may be taken in half (½) days with half (½) 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, 2002, 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 such procedure is 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 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 12:01 A.M. on January 1, 2000 and shall terminate at 11:59 P.M. on December 31, 2003

TOWN OF HARRISON

[Signature]
STEVEN MALFITANO, SUPERVISOR

Date: 4/21/03

LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO

[Signature]
Date: 3/20/03
APPENDIX “A”
SALARY SCHEDULE
TEAMSTERS LOCAL 456

<table>
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<tr>
<th>CLASSIFICATION</th>
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<th>3.5% 2001</th>
<th>3.5% 2002</th>
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November 7, 2001

APPROVAL OF LABOR CONTRACT AGREEMENT WITH THE TEAMSTERS UNION,
LOCAL 456

On motion of Supervisor Bianchi, seconded by Councilman Strati

it was

RESOLVED to approve the proposed Labor Contract Agreement with the Teamsters Union, Local 456.

FURTHER RESOLVED to forward a copy of this Resolution to the Comptroller and the Town Attorney.

Adopted by the following vote:

AYES: Councilmen Paladino, Strati and Vetere
       Councilwoman Pritchard
       Supervisor Bianchi

NAYS: None

ABSENT: None

TOWN-CLERK OF HARRISON, NY

Copies to:

______________________________
Assessor

______________________________
Benefits

______________________________
Bldg

______________________________
Compt'r

______________________________
Engrng

______________________________
Law

______________________________
Police

______________________________
P. Wrks

______________________________
Purch'g

______________________________
Rec'r

______________________________
Supvs'r

TOWN CLERK

FILED THIS
14TH DAY OF
November 2001

TOWN CLERK, Harrison, New York