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Contract Database Metadata Elements

Title: **Sheridan, Town of and International Brotherhood of Teamsters (IBT), Local 264 (2003) (MOA)**

Employer Name: **Sheridan, Town of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **264**

Effective Date: **01/01/03**

Expiration Date: **12/31/05**

PERB ID Number: **9331**

Unit Size: **4**

Number of Pages: **32**

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BC
9331

AGREEMENT
BETWEEN
TOWN OF SHERIDAN
AND
TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS

EFFECTIVE
JANUARY 1, 2003 - DECEMBER 31, 2005

RECEIVED

JUN 06 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	
	Legislative Review	1
	Statement of Purpose	1
1	Recognition	1
2	Definitions	2
3	Management Rights	2
4	No Strike Clause.....	2
5	Dues Check Off and Authorization	3
6	Pledge Against Discrimination and Coercion	4
7	Alcohol Free and Drug Free Workplace/CDL License	4
8	Bulletin Board	5
9	Access to Employees.....	5
10	Union Business.....	5
11	Disciplinary Procedures.....	6
12	Hours.....	6
13	Overtime	7
14	Holidays	7
15	Vacations	8
16	Sick Leave.....	9
17	Personal Leave.....	10
18	Leave for Jury Duty	10
19	Leave of Absence Without Pay.....	10
20	Retirement	11
21	Health Insurance	11
22	Seniority	12
23	Grievance Procedure	12
24	General Provisions	13
25	Subcontracting.....	14
26	Duration and Termination	15
	Appendix A	
	Union Membership Authorization/ Dues Check Authorization Card	16
	Appendix B	
	Wage Rates.....	17

LEGISLATIVE REVIEW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION 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.

STATEMENT OF PURPOSE

It shall be the policy of the Town of Sheridan in the purpose of this Agreement to promote harmonious and cooperative relationships between the Town and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions. This Agreement is made between the Town of Sheridan, hereinafter referred to as the "Town" and Teamsters Local #264, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto set forth herein the basic agreement governing wages, hours of work, and other conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1 **RECOGNITION**

Section 1.1 - The Town recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing salaries, wages, hours, and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all full-time and regular part-time Motor Equipment Operators employed by The Town of Sheridan Highway Department, including the Deputy Highway Superintendent. Excluded is the Highway Superintendent, seasonal employees and any clerical, professional or supervisory personnel.

Section 1.2 - The period of unchallenged representation for the Union shall be the maximum permitted by the Taylor Law.

ARTICLE 2
DEFINITIONS

SEASONAL EMPLOYEES

Section 2.1 - Individuals rendering winter or other assistance, snow plowing or otherwise, will be considered seasonal employees.

Section 2.2 - Seasonal employees are not entitled to the protection and benefits afforded by this collective bargaining agreement and are excluded from the bargaining unit.

Section 2.3 - The use of seasonal employees will not infringe upon or cause a reduction of the working hours of full-time employees and will not result in a reduction of the work force.

ARTICLE 3
MANAGEMENT RIGHTS

The Union and the employees covered by this Agreement agree that, except as expressly limited by specific provisions of this Agreement, all of the authority, rights, functions and responsibilities possessed by the Town are retained by it, including but not limited to: the right to change existing or introduce new equipment, operations, methods or facilities as determined to be in the best interest of the Town: to direct, deploy and utilize the work force; to determine nature and extent of work; to schedule operations, including the right to change work schedules, to layoff and recall employees; to discharge or suspend employees for just cause; to determine and enforce reasonable work rules, and occupational health and safety standards; provided that these rights shall not be contrary to the specific provisions of this Agreement.

ARTICLE 4
NO STRIKE CLAUSE

Section 4.1 - The Union recognizes the status of the Town of Sheridan Highway Department employees as "public employees" and the provisions of the law applicable thereto.

Section 4.2 - The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

Section 4.3 - No lock out of employees shall be instituted by the Town during the term of this Agreement.

ARTICLE 5
DUES CHECK OFF AND AUTHORIZATION

Section 5.1 - An employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Appendix A ("Authorization"). Upon receipt of the Authorization from an employee, the Town shall, pursuant to the authorization, deduct dues from the wages of each employee so authorizing each pay period.

Section 5.2 - The Town following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

TEAMSTERS LOCAL #264
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227

Section 5.3 - The Union shall certify to the Town in writing the current rate of membership dues and shall give the Town thirty (30) days notice prior to the effective date of any changes.

Section 5.4 - An authorization by any employee shall continue in effect until such employee notifies the Town, in writing, of his desire to cancel or change the Authorization. The Town upon receipt of such written cancellation or change shall forward a copy thereof to the Union, by registered mail.

Section 5.5 - Agency Shop: For bargaining unit members who are not members of the Union, the Town shall make an Agency Shop deduction, of an amount equal to the amount of Union membership dues, for the term of the Agreement. Such amount shall be deducted and transmitted in the same manner as set forth above in Section 5.2. The Union hereby agrees to indemnify to hold harmless and to defend the Town from any claim, cost, liability, expense and expenditure related directly or indirectly to any such deduction or the application or spending thereof.

Section 5.6 - If, through inadvertence or error, the Town fails or neglects to make a dues or Agency Shop deduction which is properly due and owing from an employee's pay, such dues or Agency Shop deduction shall be made from the next pay due the employee and transmitted as set forth in Section 5.2 above.

Section 5.7 - On the effective date of this Agreement, the Town shall supply to the Union at the address listed in 5.2 above, a list of all current employees in the bargaining unit showing the employee's full name, job title, and first date of employment. Such information shall hereafter be provided to the above if any changes occur.

ARTICLE 6
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 6.1 - The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national original or political affiliation. The Union shall share equally with the Town the responsibility for applying this provision of the Agreement.

Section 6.2 - In connection with the equal employment opportunity program of the United States, the Town pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

Section 6.3 - All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section 6.4 - The Town agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Town or any Town representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf on the Union.

Section 6.5 - The Union recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restrain or coercion.

Section 6.6 - The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

ARTICLE 7
ALCOHOL FREE AND DRUG FREE WORKPLACE/CDL LICENSE

Section 7.1 – Possessing, dispensing or using alcohol or a controlled substance without medical prescription is strictly prohibited on Town property. Reporting to work or working under the influence of alcohol or a controlled substance is strictly prohibited.

Section 7.2 – Any employee found violating or believed to be violating this policy will be subject to termination. The Town reserves the right to request a random or for-cause drug and/or alcohol test. Failure to comply will be grounds for termination.

Section 7.3 – All employees are required to hold a CDL license and must abide by the regulations and testing procedures established by the Town of Sheridan.

Section 7.4 – Any employee who violates and of the federal or NYS statutes and local rules will be subject to termination.

Section 7.5 – Also, any employee who suffers revocation or suspension of his/her license in non-work related instances shall be placed on a leave of absence without pay. If unable to resume license privileges within a reasonable time period, the employee shall be administratively terminated.

ARTICLE 8 **BULLETIN BOARD**

Section 8.1 - The Town agrees to provide suitable space for the Union bulletin board in each garage, or place of work. Postings by the Union on such boards are to be confined to official business of the Union. The Town will provide two (2) bulletin boards.

ARTICLE 9 **ACCESS TO EMPLOYEES**

Section 9.1 - Each contract year, the Town will furnish the Union a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, position and salary. It is understood that it is the obligation of an employee to notify the Town of any change of address, phone number, name, marital status within ten (10) business days of such change. Failure to do so may result in disciplinary action taken against the employee. This information will be held in strict confidence and will not be used to harass any employee.

Section 9.2 - Upon the signing of this Agreement, the Town agrees to provide job descriptions of all positions covered by this Agreement to the Union and annually thereafter during the term of this Agreement. The Union Business Representative shall be provided a copy of such job description.

Section 9.3 – Business Agents of the Local, shall have access to the Town’s establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that this Agreement is adhered to. Such access shall not interfere with the normal operations of the Town’s facility.

ARTICLE 10 **UNION BUSINESS**

Section 10.1 - The properly designated Union Steward shall be allowed necessary time off, without loss of pay, while directly involved in the manner provided in the grievance procedure. The Union Steward or Union Business Representative shall advise the Highway Superintendent of the grievance and schedule the activity at a time mutually agreeable to all.

ARTICLE 11
DISCIPLINARY PROCEDURES

Section 11.1 – The provisions of this Disciplinary Procedure shall be the sole and exclusive procedure for review of disciplinary action taken against bargaining unit employees. This procedure shall take the place of and constitute a waiver of rights such bargaining unit employees have or may have under Civil Service Law Section 75, and Section 76 and of any and all other statutory or regulatory disciplinary protections, to the extent permitted by law.

Section 11.2 – Any employee who is disciplined or discharged for cause, shall have the right to seek review of said discipline or discharge in accordance with the procedures contained in the Grievance Procedure.

Section 11.3 – In any instance in which Town management seeks to discipline or discharge an employee for violation of its Rules and Regulations, a written notice of discipline or discharge shall be served upon the employee. The notice shall contain the reasons for the discipline or discharge including a description of the alleged acts and/or conduct and the dates, time and places such occurred. Said notice shall also include the penalty being imposed. A copy of the notice shall be serviced concurrently upon the Business Agent or Union Steward.

Section 11.4 – An employee shall not be disciplined or discharged for acts, which occurred more than ninety (90) days prior to the notice of discipline or discharge unless said acts would constitute a crime pursuant to the Laws of the State of New York. Furthermore, the Town shall not take into account any disciplinary action against the employee, which occurred more than one (1) year prior to the date of the discipline.

Section 11.5 – Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. The time limits for presenting a grievance will commence at the time of receipt of the notice of discipline.

Section 11.6 – If an employee is interviewed for the purpose of being disciplined, he has a right to have his designated Union representative present if he so requests and is on duty at the time. If the representative is not on duty, a designated Union officer shall be present if the employee so requests.

Section 11.7 – This section does not apply to probationary employees.

ARTICLE 12
HOURS

Section 12.1 - The work week shall be five (5) consecutive days (Monday through Friday) consisting of eight (8) hours per day and forty (40) hours per week.

Section 12.2 - The normal shift shall be from 7:30AM to 4:00PM.

Section 12.3 - In the event the Town deems necessary any change in the shift assignment, the employee will be given a one week notice, except if a State of Emergency is called.

Section 12.4 - Any employee called for emergency duty in addition to or outside of said employees normal shift described above shall be guaranteed a minimum of four (4) hours of pay and/or overtime at the rate of one and one half (1 & 1/2) said employees hourly wage.

Section 12.5 - All employees are to receive one half (1/2) hour unpaid lunch period per day, as well as two (2) fifteen minute breaks per day, which may be combined into one half (1/2) hour paid break per day.

Section 12.6 - Payroll Week - For the purpose of the payment of wages and the determination of overtime work, a payroll week shall consist of seven (7) consecutive days beginning at 12:01 a.m. Sunday and continuing until midnight the following Saturday.

ARTICLE 13
OVERTIME

Section 13.1 - All hours worked in excess of eight (8) hours per day and in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 & 1/2) the employees hourly rate.

Section 13.2 - All hours worked outside of normal scheduled shift to be paid at rate of 1 ½ times their normal rate of pay.

Section 13.3 - All hours paid shall be considered hours worked for the computation of overtime.

ARTICLE 14
HOLIDAYS

Section 14.1 – Holidays Recognized and Observed

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans Day – Effective 2004
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Section 14.2 – Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Section 14.3 – Holiday Pay – Employees shall be paid their current rate based on their normal work day for said holidays. Employees shall be paid at time and one-half (1- ½) their regular rate for all hours worked for all holidays listed in this Article.

Section 14.4 – Holiday premium pay shall be paid to only those employees working on the holidays designated for observance by the Town Board. It is agreed that the employee to be entitled to holiday pay must have worked on his last scheduled work day immediately preceding the holiday and on his first scheduled work day immediately after the holiday; unless an employee's absence on either of these days is an excused absence with pay within the terms of

this Agreement.

ARTICLE 15
VACATIONS

Section 15.1 - Full-time employees having one (1) year or more of service shall be entitled to a vacation benefit as follows:

<u>Years of Service</u>	<u>Vacation Benefit</u>
1 year but less than two years	1 week (5 days)
2 years but less than 7 years	2 weeks (10 Days)
7 years but less than 15 year	3 weeks (15 Days)
15 years or more	4 weeks (20 Days)

Section 15.2 - Vacation time will be taken subject to the Highway Superintendent's approval. Only one employee may be on vacation at a time, unless otherwise approved by the Highway Superintendent. Vacation will not be taken during the winter season (December 1 - March 31), unless such request is approved by the Superintendent.

Section 15.3 - If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits.

Section 15.4 – Employees must use vacation time in the year earned, as vacation credits will not be permitted to carry to the following year. As a result, reasonable requests by employees for vacation time shall not be unreasonably denied.

Section 15.5 - An employee who retires, or is laid off prior to taking his vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

Section 15.6 - Vacations shall be scheduled with the Superintendent with as much notice as practically possible prior to time off for days exceeding two (2) days in duration. Such approval shall not be unreasonably denied.

Section 15.7 – No employee shall suffer a reduction in any vacation benefits as a result of this agreement.

Section 15.8 – The first year of service will be the year commencing with the employee's starting date. At the completion of the employee's first anniversary, the employee will be entitled to five (5) days of paid vacation to be prorated at .416 days per month (a partial month will count as full month for the purpose of this calculation) for the remainder of that calendar year and shall be used prior to December 31 of that year. (Example: Hire date June 15, after one year of service the employee would be entitled to three (3) days vacation, (.416 x 7 months = 2.912) to be used by the end of the year.) After an employee earns vacation time, an employee is entitled to take vacation time anytime the following year between January 1, and December 31. At the completion second, seventh,

fifteenth and twentieth said employee will be entitled to additional days of vacation to be prorated for the remainder of that year and to be used prior to December 31 of that year. Thereafter, the employee will be eligible to take his vacation in accordance with the above schedule between January 1 and December 31 of each calendar year.

Section 15.9 - All vacation not used will be paid in the first pay period in December.

Section 15.10 - Regular part-time employees shall receive a pro rated vacation benefit.

ARTICLE 16 **SICK LEAVE**

Section 16.1 – Each contract year, Full-time employees will be entitled to six (6) paid sick days per year, which may accumulate to a maximum of 75 days. All sick days in excess of 75 days, will be paid at the employees straight time wage in the first pay period in December.

Section 16.2 - Sick leave credits may be used in not less than one (1) hour increments.

Section 16.3 - A record of the employee's approved sick leave shall be kept by the Highway Superintendent and shall be related to the employee upon request.

Section 16.4 - Any absence due to sickness of four (4) or more consecutive days will permit the Town to request a Physician's certificate. An employee's failure to provide a requested certificate may result in loss of sick pay.

Section 16.5 - Reinstatement of Sick Leave: When an employee is reinstated into the same position or re-employed to a position in the bargaining unit within one (1) year following layoff, sick leave credits accumulated at the time of layoff shall be restored.

Section 16.6 - If an employee retires from Town service and has worked at least ten (10) consecutive years and is eligible to receive New York State Retirement System payments or if an employee is permanently unable to work because of a work related disability, such employee may apply the then current value of 100% of his accumulated sick time for application by the Town to health insurance premiums for such employee or spouse.

Section 16.7 - When an employee retires from Town service, he may cash in 100% of his accumulated sick leave, if he chooses to repudiate the option outlined in section 16.6 above.

Section 16.8 - The employee's estate will receive compensation for an employee's unused sick leave in case of the death of an employee.

Section 16.9 - Regular part-time employees shall receive a pro rated sick leave benefit.

ARTICLE 17
PERSONAL LEAVE

Section 17.1 - All full-time employees shall be granted twenty-four (24) hours paid leave per year for the purpose of conducting personal business. Personal leave may be used in not less than one (1) hour increments. Arrangements for such leave shall be made by the employee at least twenty-four (24) hours in advance and must be mutually agreed upon by both parties, except in the case of emergency. All unused personal leave hours will be paid in the first pay period in December.

Section 17.2 - New employees receive personal leave as follows during their first calendar year of employment:

Hired during: first quarter	twenty-four (24) hours
second quarter	sixteen (16) hours
third quarter	eight (8) hours
fourth quarter	no (0) hours

Section 17.3 - Personal leave is not cumulative from year to year.

Section 17.4 - Regular part-time employees shall receive a pro rated personal leave benefit.

ARTICLE 18
LEAVE FOR JURY DUTY

Section 18.1 - *Jury duty* - An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay.

Section 18.2 - *Civil Duty* - Employees subpoenaed to appear before court or other public body on any matter related to their work shall be granted leave with pay for the period necessary.

ARTICLE 19
LEAVE OF ABSENCE WITHOUT PAY

Section 19.1 - Application for leave without pay may be filed by an employee, in writing, with the Superintendent. Such application shall state the reason for the requested leave and the duration thereof. If approved by the Highway Superintendent, the application shall be submitted to the Town Board and leave of absence shall be granted or denied in sole discretion of the Town Board. The Town Board will set forth conditions for the leave as granted.

ARTICLE 20
RETIREMENT

Section 20.1 - The Town will continue to provide retirement benefits now provided pursuant to Section 75(i) and Article 14 of the New York State Retirement Law and Social Security Law for all full-time and regular part-time employees. All procedures for membership and administration are subject to the system rules of procedure.

Section 20.2 - If an employee retires from Town service and is eligible to receive New York State Retirement System payments, the Town will provide full health insurance benefits for two (2) consecutive years from the date of retirement for an employee or family under the following conditions:

- a. The employee is age 55 or older;
- b. Has twenty-five (25) years of service or more;
- c. Employees age 55 or older, but retiring with less than 25 years of service shall receive benefits on a declining scale using 25 years for full benefit, 12 ½ years for half, and so on. No benefits are available for retirees before attaining the age of fifty-five (55) years.
- d. If a retired employee dies, within two (2) years of his retirement and while receiving the retirement insurance benefit described above leaving a surviving spouse, such surviving spouse may continue health insurance by the Town for the balance of two (2) year benefit period, but the surviving spouse must pay the Town one month in advance on a monthly basis 25% of the cost of maintaining the insurance benefit.
- e. Health insurance benefit premium cost will not exceed the premium cost for active employees.

ARTICLE 21
HEALTH INSURANCE

Section 21.1 - Effective March 1, 2003, for the term of this contract the Town will provide all bargaining unit employees of the Town of Sheridan with the New York State Teamsters Council Health and Hospital Fund's Health Insurance at no cost to the employees with the following options:

Medical – Select Plan
Rx Drugs – Option 1 – 7/14/30
Dental – Options 1
Disability – Option 1
Life and AD&D – Option 1
Vision – Scheduled Plan of Benefits
Legal – Scheduled Plan of Benefits

Section 21.2 - In the event an employee is off on a work related disability or Worker's Compensation leave, the Town will continue to pay the full premium for health insurance for a period of up to twelve (12) months provided said employee has exhausted all benefit time.

Section 21.3 - Regular part-time employees shall have a pro rated amount of the premium for health insurance paid by the Town.

ARTICLE 22 **SENIORITY**

Section 22.1 - In conformance with New York State Civil Service Law and County personnel policies, seniority shall be defined as length of full-time continuous service from the date of hire with the Town.

Section 22.2 - In the event of a lay off, seniority consistent with statute shall determine the order in which such employees are laid off, those employees with the greater seniority being the last laid off.

Section 22.3 - Any recall of laid off employees shall be in the inverse order of lay off.

Section 22.4 - Seniority shall terminate upon:

1. Discharge for just cause.
2. Voluntary quitting of job.
3. Layoff for a period of over one (1) year.
4. Employees on layoff will be notified of recall by certified letter, and the employee's seniority shall terminate unless he reports to work within two (2) weeks after the certified letter is signed for.

Section 22.5 - All new employees shall be probationary for a period of one hundred (180) calendar days during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the Town. The probationary period may be waived due to prior work experience or qualifications with the approval of the Town Board.

ARTICLE 23 **GRIEVANCE PROCEDURE**

Section 23.1 - Defined - A grievance is any controversy between the Town and the Union with respect to interpretation or application of any of the terms of this Agreement or compliance with any of the terms of this Agreement.

Section 23.2 - Procedure - All grievances as defined above shall be settled in the following manner:

Step 1:

The aggrieved party and steward shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally.

Step 2:

If the matter is not resolved at the above Step, it will be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the supervisor within ten (10) calendar days after the reason for the grievance has occurred. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the Agreement alleged to be violated.

A meeting between the designated Town representative and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Town will provide the Union with a written response to its grievance.

Step 3:

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration, providing such written submission is made within (10) calendar days after receipt of the Step 2 written response. The Town and the Union agree that the arbitrator shall be selected by mutual agreement or from the panel submitted by the New York State Public Employment Relations Board (PERB). The arbitrator shall have no power or authority to add to, detract from or modify, explicitly or impliedly, any express term of this Agreement, and his authority shall be limited to deciding only whether a specific provision of this Agreement has been violated. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator shall be shared equally by the Town and the Union.

Section 23.3 - Time Limits

- a. The time within which an appeal may be filed at a higher Step of this procedure shall be measured from the date of receipt of the grievance answer.

The time limits set forth above may be extended by mutual agreement in writing to the Town and the Union.

ARTICLE 24
GENERAL PROVISIONS

Section 24.1 – The Town will provide a uniform service. The service shall supply as cited in the current clothing contract.. The service shall clean and maintain all clothing. A maximum of \$440.00 annually or increased as provided by the existing contract which is currently in effect.

Section 24.2 – The Town shall reimburse up to one hundred (\$100.00) dollars per contract year upon receipt for steel toed safety shoes.

Section 24.3 - The Town will provide once a year, to each employee when needed, safety glasses, hard hats, boots, rain suit, ear plugs, red vest, rubber gloves and leather gloves.

Section 24.4 - The Town will pay for current employee's one-time upgrade to a current license that is required by the Town.

Section 24.5 - The employee's job with the highway department will be considered the employee's primary job at all times.

Section 24.6 - Employees will be asked to provide the department with an emergency phone number where he can be reached, if needed. This is in addition to the employee's home phone number.

Section 24.7- All employees are expected to perform all functions of the department.

Section 24.8 - All Operators are required to hold the appropriate license to operate all Town equipment.

ARTICLE 25 **SUBCONTRACTING**

Section 25.1 - For the purpose of preserving work and job opportunities for the employees of the bargaining unit. The Town agrees that, during the specified length of this contract, no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to employees covered under the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part by the Town to any non unit employees, unless all bargaining unit employees are working or have been offered the work.

Section 25.2 - Nothing contained in this Article shall effect the Town's ability to subcontract should a bona fide emergency situation arise, or if a project is undertaken which in the sole judgment of the Town Board which would require work to be done by an independent contractor because of the amount of work, complexity of the work or the time which would be required to be devoted or the time in which the work must be completed.

ARTICLE 26
DURATION AND TERMINATION

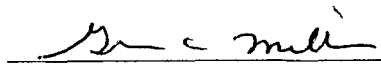
Section 26.1 – This Agreement shall be effective as of the first day of January 2003, and shall continue in full force and effect until the 31st day of December 2005.

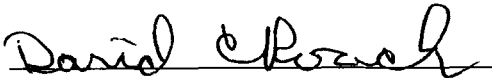
Section 26.2 – If either party desires to terminate or modify this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

Section 26.3 – This Agreement shall be binding upon the Town, the Union, and its successors, assignees, lessees or transferees of the Town or any other parties to contracts with the Town, which successors, assignees, lessees or parties provide similar to those provided by members of the bargaining unit represented by the Union.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 27th day of February 2003.

FOR THE UNION:





FOR THE TOWN:



APPENDIX A
UNION MEMBERSHIP AUTHORIZATION/DUES CHECKOFF AUTHORIZATION
APPLICATION



For Membership in Local Union No. _____

Affiliated with the International Brotherhood of Teamsters

AFL-CIO

I, the undersigned, hereby apply for admission to membership in the above Local Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designations. If admitted to membership, I agree to abide by the Constitution of the International as well as the Local Union Bylaws which are not in conflict with International laws and thereupon accept and assume the following oath of obligation: I pledge my honor to faithfully observe the Constitution and laws of the International Brotherhood of Teamsters. I pledge that I will comply with all the rules and regulations for the government of the International Union and this Local Union. I will faithfully perform all the duties assigned to me to the best of my ability and skill. I will conduct myself at all times in a manner, as not to bring reproach upon my Union. I shall take an affirmative part in the business and activities of the Union and accept and discharge my responsibilities during any authorized strike or lock-out. I will never discriminate against a fellow worker on account of creed, color or nationality. I will at all times bear true and faithful allegiance to the International Brotherhood of Teamsters and this Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street _____ Phone _____

City _____ State _____ Zip Code _____

Employer _____ Employment Date _____

Street _____ Phone _____

City _____ State _____ Zip Code _____

Initiation Fee \$ _____ Paid to _____

Date of Birth _____ Social Security No. _____

Have you ever been a member of a Teamster Local Union? _____

If yes, what Local Union No. _____ I acknowledge receipt of the Union security notice.

DATE OF APPLICATION

SIGNATURE OF APPLICANT

White Copy to Local Union

Yellow Copy to Local Union

Pink Copy to Applicant



CHECKOFF AUTHORIZATION
AND ASSIGNMENT



I, _____ hereby authorize my employer to deduct from my
(Print Name)

wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

White Copy to Local Union

Yellow Copy to Company

Pink Copy to Applicant

APPENDIX B
WAGE RATES

Effective	1/1/03	1/1/04	1/1/05
Full -Time Employee Machine Operators	\$14.57	\$15.01	\$15.46
Deputy Highway Superintendent	\$14.97	\$15.46	\$15.96

All newly hired employees will receive 80% of the appropriate prevailing rate for a period of twelve (12) months.

New York State Teamsters Council Health and Hospital Fund

PO Box 4928
Syracuse, NY 13221-4928
Telephone: 315.455.9790
Fax: 315.455.1237
E-mail: benefits@nystfund.org

DATE: March 24, 2003

TO: John H. Walker II, Supervisor
Town of Sheridan

Glenn C. Miller, Business Representative
Teamsters Local Union No. 264

RE: Bargaining Group/MEO
Non-Bargaining Group/Highway Superintendent, Town Clerk,
Town Justice

Enclosed please find your copy of the Standard Fund Participation Agreement(s) for the period March 1, 2003 through December 31, 2005, approved by this office on February 27, 2003. Also enclosed is a copy of the Benefit Selection Forms.



David E. Menter
Executive Administrator

DEM/sm
Enclosures

TRUSTEES

Employer Representatives

J. Dawson Cunningham
Co-Chairman
Akron, OH

Michael S. Scalzo, Sr.
Enfield, CT

Daniel W. Schmidt
Lebanon, PA

Thomas K. Wotring
Bethesda, MD

Labor Representatives

Frank J. Posato
Co-Chairman
Rochester, NY

John Bulgaro
Albany, NY

Brian Masterson
Buffalo, NY

Gary R. Staring
Syracuse, NY

PARTICIPATING TEAMSTER LOCALS

118 Rochester, NY

182 Utica, NY

264 Cheektowaga, NY

294 Albany, NY

317 Syracuse, NY

375 Buffalo, NY

449 Buffalo, NY

529 Elmira, NY

669 Albany, NY

687 Potsdam, NY

693 Binghamton, NY

791 Rochester, NY

1149 Baldwinsville, NY

THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

MUNICIPAL EMPLOYER PARTICIPATION AGREEMENT

NYS TEAMSTER FEB2410

- 1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.
(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining and/or non bargaining unit work as described below, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.
(c) The Employer agrees to contribute as follows:

Covered Group of Employees (Define) MEO

Table with 2 columns: Date, Rate. Rows include Effective 3/1/2003 (531.92), Effective 1/1/2004 (572.00), Effective 1/1/2005 (619.67), and two blank rows for future dates.

Contribution rates are effective each January subsequent to the initial date of the agreement

(WEEKLY RATE X 52 DIVIDE BY 12 = MONTHLY RATE)

Select one in each category below:

- (i) Covered Employees: [X] Bargaining [] Non-Bargaining
(ii) Rates: [] Component Rates - with Addendum/Selection Form [X] Composite Rate - see above
(iii) Benefits: [] Highest Option - All benefits [X] Alternate Benefit Plans - Per attached selection form

- (d) All such payments to be made to the Fund are to be received by the Fund office on or before the TWENTY-FIFTH (25) day of the month preceding the month in which benefits are to be provided, except when otherwise agreed by the Fund.

Benefits shall be effective the first day of the month for which contributions are required to be made for employees covered under this Participation Agreement. Benefits shall terminate on the last day of the month in which contributions are required and paid.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses

EMPLOYERS COPY

incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the employer must immediately reimburse the delinquent amount to the Fund. After said reimbursement, the employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and in accordance with the Fund's current Collections Policy.

4. The Fund shall be open to participation by any group of members belonging to a participating Local Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the Collective Bargaining Agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a Collective Bargaining Agreement or Agreements between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of any State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

8. When an employee who is absent because of a non-occupational or occupational illness, injury or disease, or leave of absence, has notified the Employer of such absence, the Employer shall continue to make the required contributions for a period of 12 months.

9. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by said Trustees against any claimant, applicant, employee, participant, the Local Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

**EMPLOYERS
COPY**

10. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 3/1/2003 and expire on 12/31/2005. This Participation Agreement shall continue in full force and effect for the same term as the Collective Bargaining Agreement. Upon expiration, unless a new Participation Agreement is signed and submitted to the Fund, the terms and conditions of this Participation Agreement shall continue in effect. In that event, the employer shall pay the contribution rate in effect on January 1st of each calendar year. If the employer fails to comply with the above requirements, the Fund may terminate the employer's participation and take legal action against the employer for all amounts due the Fund.

Effective Date of Collective Bargaining Agreement: 1/1/2003. Expiration Date of Collective Bargaining Agreement: 12/31/2005.

11. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below. Note: If any additional terms and conditions have been mutually agreed upon which affect this Participation Agreement, use the Addendum page on the reverse side.

LOCAL UNION #: 264

EMPLOYER: TOWN OF SHERIDAN

ADDRESS: 35 TYROL DRIVE
CHEEKTOWAGA, NY 14227

ADDRESS: P O BOX 116
SHERIDAN, NY 14135

SIGNATURE: *Glenn C. Miller*

SIGNATURE: *John H. Walker Jr*

PRINT NAME: GLENN C. MILLER

PRINT NAME: JOHN H. WALKER JR

PRINT TITLE: BUSINESS REPRESENTATIVE

PRINT TITLE: SUPERVISOR

DATE: 2/21/03

DATE: 2/21/03

NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND
3 NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NY 13221-4928

SIGNATURE: *David Edwards*
EXECUTIVE ADMINISTRATOR

DATE: 2-27-03

NYS TEAMSTER FEB24'03

EMPLOYERS
COPY

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND
BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 3/1/2003

BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE
MEDICAL & RX PLAN REQUIRED	SELECT	97.50
DENTAL - OPTIONAL	OPTION 1	12.75
VISION - OPTIONAL		3.00
DISABILITY - OPTIONAL	OPTION 1	3.25
DEATH/AD&D - OPTIONAL	OPTION 1	3.00
LEGAL - OPTIONAL		3.25
TOTAL WEEKLY RATE		122.75

TOTAL MONTHLY RATE 531.92

By signature below the parties signify their agreement to the Benefit Options selected.

Teamsters Local No. 264

Employer Name: TOWN OF SHERIDAN
P O BOX 116
SHERIDAN, NY 14135

Sam Miller
Signature

[Signature]
Signature

Title BUSINESS REPRESENTATIVE Date 2/21/03

Title SUPERVISOR Date 2/21/03

Approved by, *David Roberts*, Fund Administrator Date 3/26/03

**EMPLOYERS
COPY**

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND
BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 1/1/2004

BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE
MEDICAL & RX PLAN REQUIRED	SELECT	105.50
DENTAL - OPTIONAL	OPTION 1	13.25
VISION - OPTIONAL		3.25
DISABILITY - OPTIONAL	OPTION 1	3.75
DEATH/AD&D - OPTIONAL	OPTION 1	3.00
LEGAL - OPTIONAL		3.25
TOTAL WEEKLY RATE		132.00

TOTAL MONTHLY RATE

572.00

By signature below the parties signify their agreement to the Benefit Options selected.

Teamsters Local No. 264

Employer Name: TOWN OF SHERIDAN
P O BOX 116
SHERIDAN, NY 14135

[Signature]
Signature

[Signature]
Signature

Title BUSINESS REPRESENTATIVE Date 2/21/03

Title SUPERVISOR Date 2/21/03

Approved by, *[Signature]*, Fund Administrator Date 3/26/03

**EMPLOYERS
COPY**

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND
BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 1/1/2005

BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE
MEDICAL & RX PLAN REQUIRED	SELECT	113.00
DENTAL - OPTIONAL	OPTION 1	15.25
VISION - OPTIONAL		3.75
DISABILITY - OPTIONAL	OPTION 1	4.50
DEATH/AD&D - OPTIONAL	OPTION 1	3.00
LEGAL - OPTIONAL		3.50
TOTAL WEEKLY RATE		143.00

TOTAL MONTHLY RATE 619.67

By signature below the parties signify their agreement to the Benefit Options selected.

Teamsters Local No. 264

Employer Name: TOWN OF SHERIDAN
P O BOX 116
SHERIDAN, NY 14135

[Signature]
Signature

[Signature]
Signature

Title BUSINESS REPRESENTATIVE Date 2/21/03

Title SUPERVISOR Date 2/21/03

Approved by, *[Signature]*, Fund Administrator Date 3/26/03

**EMPLOYERS
COPY**

THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

MUNICIPAL EMPLOYER PARTICIPATION AGREEMENT

NY STATE TEAMSTER MAR05'0

- 1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.
- (b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining and/or non bargaining unit work as described below, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.
- (c) The Employer agrees to contribute as follows:

Covered Group of Employees (Define) HIGHWAY SUPERINTENDENT, TOWN CLERK, TOWN JUSTICE

	Date	Rate
Effective	<u>3/1/2003</u>	<u>531.92</u>
Effective	<u>1/1/2004</u>	<u>572.00</u>
Effective	<u>1/1/2005</u>	<u>619.67</u>
Effective	_____	_____
Effective	_____	_____

Contribution rates are effective each January subsequent to the initial date of the agreement

(WEEKLY RATE X 52 DIVIDE BY 12 = MONTHLY RATE)

Select one in each category below:

- (i) Covered Employees: Bargaining Non-Bargaining
- (ii) Rates: Component Rates - with Addendum/Selection Form Composite Rate - see above
- (iii) Benefits: Highest Option - All benefits Alternate Benefit Plans - Per attached selection form

- (d) All such payments to be made to the Fund are to be received by the Fund office on or before the ~~XXXXXX~~ TWENTY-FIFTH (25) day of the month preceding the month in which benefits are to be provided, except when otherwise agreed by the Fund.

Benefits shall be effective the first day of the month for which contributions are required to be made for employees covered under this Participation Agreement. Benefits shall terminate on the last day of the month in which contributions are required and paid.

- 2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees , auditors' fees, court costs, disbursements and expenses

incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the employer must immediately reimburse the delinquent amount to the Fund. After said reimbursement, the employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and in accordance with the Fund's current Collections Policy.

4. The Fund shall be open to participation by any group of members belonging to a participating Local Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the Collective Bargaining Agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a Collective Bargaining Agreement or Agreements between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of any State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

8. When an employee who is absent because of a non-occupational or occupational illness, injury or disease, or leave of absence, has notified the Employer of such absence, the Employer shall continue to make the required contributions for a period of 12 months.

9. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by said Trustees against any claimant, applicant, employee, participant, the Local Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

10. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 3/1/2003 and expire on 12/31/2005. This Participation Agreement shall continue in full force and effect for the same term as the Collective Bargaining Agreement. Upon expiration, unless a new Participation Agreement is signed and submitted to the Fund, the terms and conditions of this Participation Agreement shall continue in effect. In that event, the employer shall pay the contribution rate in effect on January 1st of each calendar year. If the employer fails to comply with the above requirements, the Fund may terminate the employer's participation and take legal action against the employer for all amounts due the Fund.

Effective Date of Collective Bargaining Agreement: 1/1/2003. Expiration Date of Collective Bargaining Agreement: 12/31/2005.

11. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below. Note: If any additional terms and conditions have been mutually agreed upon which affect this Participation Agreement, use the Addendum page on the reverse side.

LOCAL UNION #: 264

EMPLOYER: TOWN OF SHERIDAN

ADDRESS: 35 TYROL DRIVE
CHEEKTOWAGA, NY 14227

ADDRESS: P O BOX 116
SHERIDAN, NY 14135

SIGNATURE: *Glenn C. Miller*

SIGNATURE: *John H. Walker, II*

PRINT NAME: GLENN C. MILLER

PRINT NAME: John H. Walker, II

PRINT TITLE: BUSINESS REPRESENTATIVE

PRINT TITLE: SUPERVISOR

DATE: 2/27/03

DATE: 2-28-03

NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND
3 NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NY 13221-4928

SIGNATURE: *David P. Hawley*
EXECUTIVE ADMINISTRATOR

DATE: 3/26/03

NYS TEAMSTER MAR05'0

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND
BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 3/1/2003

BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE
MEDICAL & RX PLAN REQUIRED	SELECT	97.50
DENTAL - OPTIONAL	OPTION 1	12.75
VISION - OPTIONAL		3.00
DISABILITY - OPTIONAL	OPTION 1	3.25
DEATH/AD&D - OPTIONAL	OPTION 1	3.00
LEGAL - OPTIONAL		3.25
TOTAL WEEKLY RATE		122.75

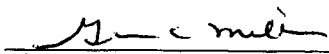
TOTAL MONTHLY RATE

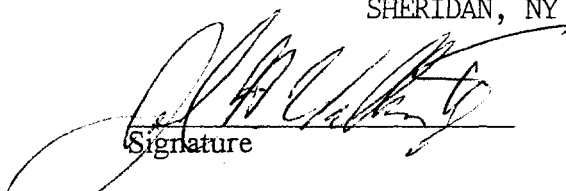
531.92

By signature below the parties signify their agreement to the Benefit Options selected.

Teamsters Local No. 264

Employer Name: TOWN OF SHERIDAN
P O BOX 116
SHERIDAN, NY 14135


Signature


Signature

Title BUSINESS REPRESENTATIVE Date 2/27/03

Title SUPERVISOR Date 2-28-03

Approved by, , Fund Administrator

Date 3/26/03

**EMPLOYERS
COPY**

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND
BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 1/1/2004

BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE
MEDICAL & RX PLAN REQUIRED	SELECT	105.50
DENTAL - OPTIONAL	OPTION 1	13.25
VISION - OPTIONAL		3.25
DISABILITY - OPTIONAL	OPTION 1	3.75
DEATH/AD&D - OPTIONAL	OPTION 1	3.00
LEGAL - OPTIONAL		3.25
TOTAL WEEKLY RATE		132.00

TOTAL MONTHLY RATE

572.00

By signature below the parties signify their agreement to the Benefit Options selected.

Teamsters Local No. 264

Employer Name: TOWN OF SHERIDAN
P O BOX 116
SHERIDAN, NY 14135

[Signature]
Signature

[Signature]
Signature

Title BUSINESS REPRESENTATIVE, Date 2/27/03

Title SUPERVISOR, Date 2-28-03

Approved by, *[Signature]*, Fund Administrator

Date 3/26/03

**EMPLOYERS
COPY**

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND
BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

For period beginning 1/1/2005

BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE
MEDICAL & RX PLAN REQUIRED	SELECT	113.00
DENTAL - OPTIONAL	OPTION 1	15.25
VISION - OPTIONAL		3.75
DISABILITY - OPTIONAL	OPTION 1	4.50
DEATH/AD&D - OPTIONAL	OPTION 1	3.00
LEGAL - OPTIONAL		3.50
TOTAL WEEKLY RATE		143.00

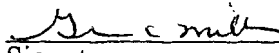
TOTAL MONTHLY RATE

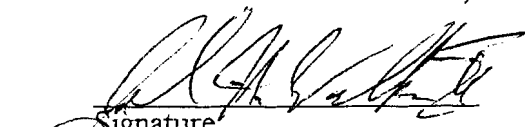
619.67

By signature below the parties signify their agreement to the Benefit Options selected.

Teamsters Local No. 264

Employer Name: TOWN OF SHERIDAN
P O BOX 116
SHERIDAN, NY 14135


Signature


Signature

Title BUSINESS REPRESENTATIVE, Date 2/27/03

Title SUPERVISOR, Date 2-28-03

Approved by, , Fund Administrator

Date 3/26/03
EMPLOYERS

COPY