



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Sherburne, Town of and Service Employees International Union (SEIU), Local 200UNITED (2002)**

Employer Name: **Sherburne, Town of**

Union: **Service Employees International Union (SEIU)**

Local: **200UNITED**

Effective Date: **01/01/02**

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

PERB ID Number: **8308**

Unit Size: **7**

Number of Pages: **30**

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

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

BC/8308

AGREEMENT BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 200 UNITED
and
THE TOWN OF SHERBURNE

January 1, 2002 through December 31, 2005

RECEIVED

JUN 20 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

ARTICLE		PAGE
ARTICLE 1.0	Agreement/Recognition.....	1
ARTICLE 2.0	Definitions.....	2
ARTICLE 3.0	Probationary Period.....	2
ARTICLE 4.0	Management Rights	2
ARTICLE 5.0	No Strike Clause	3
ARTICLE 6.0	Workweek and Overtime	3
ARTICLE 7.0	Wages	4
ARTICLE 8.0	Union Representation.....	5
ARTICLE 9.0	Vacations.....	5
ARTICLE 10.0	Insurance.....	6
ARTICLE 11.0	Holidays.....	7
ARTICLE 12.0	Personal and Sick Leave.....	7
ARTICLE 13.0	Civil Leave.....	9
ARTICLE 14.0	Retirement.....	9
ARTICLE 15.0	Grievances and Arbitration	9
ARTICLE 16.0	Non-Discrimination	10
ARTICLE 17.0	Discharge or Suspension	11
ARTICLE 18.0	Safety	12
ARTICLE 19.0	Substance Abuse Program	12
ARTICLE 20.0	Union Dues.....	12
ARTICLE 21.0	Uniforms.....	13
ARTICLE 22.0	Smoking Policy.....	13
ARTICLE 23.0	Employee Information	13
ARTICLE 24.0	Contents of Agreement	13
ARTICLE 25.0	Savings Clause	13

EXHIBITS

- Exhibit "A" - Drug and Alcohol Policy
- Exhibit "B" - Smoking Policy
- Exhibit "C" - Safety Rules
- Exhibit "D" - Employee Information
- Exhibit "E" - Health Insurance Option and Appendix "A"
- Exhibit "F" - Memorandum of Understanding
- Exhibit "G" - Sick Leave Bank Donation Form

1.0 AGREEMENT/RECOGNITION

1.1 THIS AGREEMENT, made and entered into January 1, 2002, by and between the Town of Sherburne (hereinafter called the "Employer") and Service Employees International Union, Local 200United (hereinafter called the "Union"), shall be binding on both parties hereto, until terminated or amended as hereinafter provided.

1.2 It is the purpose of the parties hereto to set forth in this Agreement provisions covering rates of pay, hours of work and conditions of employment to be observed by the parties hereto, and to provide a procedure for prompt and equitable adjustment of grievances.

IT IS UNDERSTOOD 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.

1.3 The Employer recognizes and acknowledges that Union is the sole and exclusive representative for the purpose of collective bargaining for all the full-time non-supervisory employees designated as Town Highway Department Motor Equipment Operators and Laborers. Job designations are not meant to be exclusive and all employees are required to do assigned work. All other employees, including all part-time, casual, temporary, and substitute employees are excluded from this Agreement.

(a) Full-time regular employees shall mean employees who work at least 31 hours or more each week for 52 weeks a year.

(b) Part-time employees shall mean employees that regularly work 30 hours or less per week. Part-time employees will not be members of this bargaining unit.

(c) Casual or seasonal employees shall mean employees that work three months or less in a calendar year. They may perform bargaining unit work.

(d) Substitute or temporary employees shall mean employees that are filling positions during periods regular employees are off, and such employment terminates upon the regular employee's return.

(e) Probationary employee shall be an employee who has not worked more than eight (8) months; current employees with over six months service are not subject to the probationary period.

(f) Seasonal, part-time, casual employees may be utilized by the Employer as long as no regular, full-time employee is replaced.

1.4 This Agreement shall be effective as of January 1, 2002 and shall remain in full force and effect until and including December 31, 2005 and shall be considered automatically renewed from year to year thereafter, unless written notice shall be sent by either party to the other postmarked at least one hundred eighty (180) days prior to the expiration date of this Agreement or the end of any such year thereafter requesting a termination or modification of any or all the terms of this Agreement.

2.0 DEFINITIONS

2.1 The term "Employer" applies to the Town of Sherburne.

2.2 The term "employee" means any person employed by the Employer as set forth in Section 1.3 of this Agreement.

2.3 The term "bargaining unit" is a collective term for all of the employees within the unit of the Employer covered by this Agreement and stated in Section 1.3 of this Agreement.

2.4 Whenever used in this Agreement, the term masculine, feminine, and neuter import one another.

3.0 PROBATIONARY PERIOD

3.1 New employees shall be considered on probation for eight (8) months unless mutually agreed by the Union and Employer to extend or reduce the probationary period.

3.2 The Employer may discharge any new employee without any recourse prior to completing their probationary period.

4.0 MANAGEMENT RIGHTS

4.1 Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains solely and exclusively all of its inherent rights to operate and manage its business in all respects in accordance with their commitments and responsibilities whether such rights were previously exercised or not, and to make and alter from time to time rules and regulations to be observed by the employees, including without limiting same, the right to discontinue old methods and to

initiate any technical changes as well as any form or type of new method procedures, to determine services to be rendered or supplied; to determine the size of the working force; to determine policy effecting selection or training of new employees; to hire and assign employees of its own selection, and to determine the number to be employed; to extend, maintain, curtail, sell or terminate all or any part of the operations of the Employer; to prepare job qualifications and establish job classifications; to assign and reassign the work to be performed by the employees; to subcontract bargaining unit work; to establish and change work schedules; to transfer, promote, demote, lay-off, terminate or otherwise relieve employees from duty.

4.2 Prior approval must be granted, by the Town Board, Town of Sherburne, before hiring action may be processed for any Job Applicant who is not a resident of the Town of Sherburne; such provision shall not apply to current members of the bargaining unit.

5.0 NO STRIKE CLAUSE

5.1 The Union acknowledges that, pursuant to law, it shall not authorize or sanction and neither its representatives nor covered employees shall engage in a strike, slowdown, suspension of work, or boycott against the Employer for any reason; the Employer acknowledges that it shall not lock-out unit employees during the term of this Agreement.

6.0 WORKWEEK AND OVERTIME

6.1 The normal workweek for all employees represented by the Union shall be forty (40) hours per week consisting of five (5) consecutive workdays of eight (8) hours per day, Monday through Friday; the Union recognizes that the Employer is a municipality responsible for the orderly and efficient maintenance of highways and that the normal workweek may be revised by the Highway Superintendent.

6.2 The normal workday shall be from 6:00 a.m. until 2:30 p.m. with a half (1/2) hour for lunch.

6.3 During the time from December 1 to April 1, all employees are on call 24 hours per day. They must advise the Highway Superintendent of their location and have a telephone available. Time off during this period must be arranged in advance.

6.4 Should it be necessary, in the interest of efficient operations, to establish daily or weekly work schedules different from the regular workday or workweek, notice of such changes shall be given to the shop steward as far in advance as reasonably possible. Any such changes shall be by mutual agreement.

6.5 All employees covered by this Agreement shall be paid time and one-half regular straight time rate of pay for all work performed in excess of 40 hours in any workweek. For purposes of computing such overtime, the workweek consists of a period commencing at 00:01 Saturday and ending on 23:59 Friday. Paid benefit time, including sick leave, shall be utilized for computation of overtime.

6.6 Nothing contained in this Agreement shall be construed to require or permit pyramiding of overtime rates.

6.7 The Union recognized that the Employer is a municipality responsible for the orderly and efficient maintenance of highways and that overtime may be required to accomplish these purposes. The Employer may, in its discretion, require an employee to work overtime.

6.8 Work schedules shall provide for a 15 minute break during each one-half work shift. This break shall be scheduled as close to the middle of each one-half shift as possible.

6.9 Employees will be paid a meal allowance, if such is approved prior to the meal, up to a maximum amount of \$5.00 for breakfast, upon submission of a signed receipt from the restaurant under the following circumstances:

(a) if they are required to work more than one hour immediately preceding their normal workday; or

(b) if they are required to travel to or work at a location out of the normal work area during breakfast hours where a meal has not otherwise been provided.

6.10 Employees required to return to work after they have left for the day will be guaranteed three (3) hours regular pay. Employees will be allowed one (1) hour to report to work in call-back situations. This article shall not apply to an early call-in where there is no break in the workday.

7.0 WAGES

7.1 Each employee covered by this Agreement shall receive the following salary increases:

(a) January 1, 2002 - 4%

(b) January 1, 2003 - 3%

(c) January 1, 2004 - 3%

(d) January 1, 2005 - 3%

7.2 New Hires: Employees hired after January 1, 1995 shall receive as their base wage eighty percent (80%) of the amount received by employees hired prior to January 1, 1995.

7.3 Unit employees hired after January 1, 1995 will receive the increases provided in Article 7.1 of this Agreement plus the following:

(a) After two (2) years of service in the Town highway department, an increase of fifty cents (\$.50) per hour;

(b) After four (4) years of service in the Town highway department, an increase of fifty cents (\$.50) per hour.

8.0 UNION REPRESENTATION

8.1 It is mutually agreed that the employees covered by this Agreement be represented by a Union steward who shall be a regular employee.

8.2 Nothing in the foregoing procedure shall be construed to mean that the Employer is prohibited from meeting with individual employees without Union representation. However, the choice of whether Union representation in meetings is desired rests solely with the employee. No Agreement made with individual employees and the Employer shall be binding upon the Union, nor shall it be used as a precedent in similar cases.

9.0 VACATIONS

9.1 All employees shall earn and be credited with vacation in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Vacation Days</u>
One Year	5 days
Two Years	10 days
Ten Years	15 days

9.2 For each year of completed service between Ten Years to Fifteen Years all employees shall be entitled to one additional day of vacation up to an additional five days.

9.3 Vacation days will be scheduled according to the requirements of the Employer and at the mutual agreement of the employee and of the Highway Superintendent.

9.4 Vacation schedules shall be arranged in advance each year. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, or the time of the year when such vacation may be taken, then employees will be allowed vacation based on the following - needs of the Employer, timely request of the employee, and seniority.

10.0 INSURANCE

10.1 The Employer will provide health insurance during the term of this Agreement as follows - Service Employees Benefit Fund Plan ("SEBF") effective April 1, 2002.

Effective January 1, 2002, all employees hired before January 1, 1995, will pay ten percent (10%) of the premium cost of their respective type of insurance which will continue until January 1, 2004 when they will pay fifteen percent (15%) of the cost of their respective type of insurance during the remainder of the Agreement's term.

Effective January 1, 2002, all employees hired after January 1, 1995 will pay fifteen percent (15%) of the premium cost of their respective type of insurance during the remainder of the Agreement's term.

10.2 (a) The premium cost for the first year of the Agreement commencing April 1, 2002 will be \$204.49 for single coverage and \$464.07 for family coverage.

(b) The premium cost for the second year of the Agreement commencing January 1, 2003 will be \$224.94 for single coverage and \$510.48 for family coverage.

(c) For the third and fourth years of this Agreement, the Town will pay eighty-five percent (85%) of the premium including up to a maximum of ten percent (10%) over the prior year's premium cost. Should the increase in premium cost charged for the SEBF health coverage be more than ten percent (10%) of the prior year's premium cost, the excess cost over ten percent (10%) will be deducted from the individual employee's wages.

10.3 A Health Insurance option shall be available to all unit employees on an annual basis in accordance with Exhibit "E" attached hereto and incorporated herein.

10.4 The Employer will make all appropriate efforts to obtain and pay disability insurance at a cost not to exceed \$.25 per \$100.00 up to \$44.00 per year per individual.

11.0 HOLIDAYS

11.1 All employees covered by this Agreement shall receive eleven (11) paid holidays as follows:

New Years Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Two (2) holidays to be chosen by the Highway
Superintendent

11.2 If a holiday falls within an employee's vacation period the employee shall be granted an extra day for the holiday. Scheduling of such day will be subject to the requirements of the Employer and mutual approval of the employee and Highway Superintendent. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

11.3 To qualify for holiday pay, the employee must work the full regular scheduled workday immediately preceding and following the recognized holiday.

11.4 Employees that take a day before or after a holiday as sick time may be required to furnish a doctor's certificate in order to be paid for that holiday.

11.5 Holiday pay is computed at the employee's straight-time base hourly rate times eight hours. If required to work on a holiday, an employee will be paid holiday pay as computed above plus his/her straight hourly rate for hours worked on the holiday.

12.0 PERSONAL AND SICK LEAVE

12.1 All employees will be granted two (2) paid personal days per year. Such days are subject to the mutual approval of the employee and Highway Superintendent. Personal days may be accumulated to a total of four (4).

12.2 All employees will be granted up to seven (7) paid sick days (56 hours) per year to be accrued at the rate of 4.7 hours per month after the first ten (10) months of post-

probationary employment. The Highway Superintendent may require a written medical authorization. Sick days may be accumulated to a total of thirty (30) days but will not be accrued or paid on termination or retirement.

12.3 Sick Bank - Bargaining unit members, in the event of a prolonged illness and having exhausted their accumulated sick leave days/hours, may seek donations of sick leave time from other bargaining unit member.

Procedure

(a) Such request shall be sent to the Chief Union Steward and to the Highway Superintendent and shall include the following information:

- Nature of the illness
- Physician's recommendation
- Estimated number of additional sick days/hours needed

(b) The Chief Union Steward shall meet with the bargaining unit members to appeal for donations of time. Donations are not to exceed five (5) days or forty (40) hours in any one year by an individual bargaining unit member.

(c) The Chief Union Steward will present the accumulated donations to the Highway Superintendent. Each donor will sign a release, attached as Exhibit "G," authorizing a deduction of days/hours from his/her sick leave total.

(d) If the applicant does not use the total number of sick leave days/hours that have been donated, the remainder of days/hours will be totaled and this total will be returned to the Sick Bank for future applicant's leave.

12.4 Bereavement Pay (a) When an employee loses time from work because of the death of his current spouse, parent or step-parent, parent of step-parent of current spouse, child or step-child, brother or step-brother, sister or step-sister, if he attends the funeral or memorial service, he will be paid by the Employer eight (8) hours straight time pay (exclusive of any shift premium) for each day so lost from work, up to a maximum of four (4) days, one day of which must be the day of the funeral or memorial service.

(b) It is understood that such payment will be made only for days when the employee is scheduled for work and would have worked except for the death of such relative and that in no event will payment be made for any Saturday, Sunday, holiday or any day within the employee's vacation period, and that the maximum benefit allowance in any case will be four (4) days pay.

(c) In the event of the death of an employee's aunt, uncle, niece, nephew, a brother-in-law or sister-in-law, the employee will be granted paid leave for the day of the funeral or memorial service subject to the restrictions in paragraph 12.3(b).

13.0 CIVIL LEAVE

13.1 Jury Duty - Any employee who is required to serve on a jury will be reimbursed the difference between his regular salary and any payments received for jury service up to a maximum of five (5) days pay each calendar year. An employee is required to return to work if jury service is less than a full day. An employee noticed for jury duty must, if the Highway Superintendent requests, seek an adjournment of jury duty.

13.2 Military Leave - All employees covered by this Agreement shall be afforded all rights and benefits required by Federal or New York State veterans or military laws governing leave time or reemployment rights.

14.0 RETIREMENT

14.1 In accordance with New York State regulatory statutes, all full time employees have the elective privilege of participating in the New York State Retirement Program (currently 75(c)).

14.2 It is agreed that the Town will pay Theodore Barker and William Bergner the equivalent of five (5) days regular base pay on their retirement from Town service.

15.0 GRIEVANCES AND ARBITRATION

15.1 A grievance is defined as a disagreement, dispute, or question between the Union and the Employer involving the interpretation, application, or performance of the terms of this Agreement.

15.2 To be considered, a grievance must:

- (a) be reduced to writing;
- (b) cite the applicable contract provisions alleged to have been violated, stating all pertinent facts to the best of the grievor's knowledge and belief;
- (c) be signed;
- (d) be dated;
- (e) be delivered to the Highway Superintendent if the grievance is against the Employer; or to the Shop Steward if the grievance is against the Union.

15.3 It is understood that to be valid, a grievance must be filed within three (3) working days of the event giving rise to the grievance or the knowledge thereof.

15.4 Representatives of the Union and Employer designated for the purpose will meet and consider any grievance within three (3) working days of the date written notice of the grievance is received.

15.5 If any grievance is not resolved pursuant to 16.4 within five (5) working days following the date of receipt, either party may, submit in writing, the dispute to the Highway Superintendent.

15.6 If any grievance is not settled pursuant to 15.5 within five (5) calendar days following the date of receipt, either party may submit, in writing, the dispute to the Town Board of the Town of Sherburne except for employee disciplinary matters which at the option of either party may be submitted to the American Arbitration Association pursuant to its Labor Arbitration Rules. The decision of the Town Board and/or the AAA shall be final, binding, conclusive upon all parties, and may be reduced to judgment in any court of competent jurisdiction.

15.7 Any actions or proceedings relating to arbitrations under this procedure, including but not limited to motions to compel, to stay and to enforce, shall be brought in the Supreme Court of the State of New York located in Chenango County, New York.

15.8 Neither the Town Board nor the American Arbitration Association shall have authority to modify, amend, alter, change or subtract from any provisions of the Agreement.

15.9 Each party to the arbitration shall bear its own expenses including expenses of counsel and witnesses presented by it.

16.0 NON-DISCRIMINATION

16.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, political affiliation, national origin, age, marital status, or membership or non-membership in a labor organization, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, marital status, or membership or non-membership in a labor organization.

16.2 The Union will fully cooperate in implementing any affirmative action program required by the governmental authority.

16.3 All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees. The word employee as it appears in this Agreement shall be interpreted to mean the singular or plural, whichever is applicable.

17.0 DISCHARGE OR SUSPENSION

17.1 Rules of conduct must be maintained in order to define and protect the rights, safety and welfare of all employees. The Employer shall have the right to discipline or discharge any employee for good and sufficient reason. The following procedure will be utilized by the Employer in non-serious violations:

- a. first offense - verbal warning
- b. second offense within 12 months - written warning
- c. third offense within 12 months - two (2) day suspension without pay
- d. fourth offense within 12 months - dismissal. This procedure is cumulative and the non-serious violations need not be for the same offense.

17.2 Certain serious violations may result in suspension without pay or immediate dismissal. These include but are not limited to violations of a local, state or federal law or regulation which results in a fine or penalty to the Employer or a danger to health and safety (suspension and/or termination); willfully misusing, damaging, or removing property belonging to the Employer or other employees (immediate termination); falsification of time cards, ringing another's time card, or falsification of records (immediate termination); violation of safety rules or regulations (suspension); use of abusive, indecent or threatening language directed toward fellow employees, management, visitors, or customers (suspension); possession of alcohol or intoxicants during the workday (immediate termination); possession of any drugs unless prescribed by a physician (immediate termination); willful and substantial insubordination (immediate termination); failure to immediately report accidents or personal injury arising out of employment (suspension); sleeping during work time (termination), possession of any firearm during work time (immediate termination).

17.3 A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, during the probationary period of eight (8) months.

18.0 SAFETY

18.1 The Employer will provide and the Employee must utilize, as required by law, hard hats, safety vests, safety chaps, safety glasses (non-prescription), ear plugs and clothing or equipment required if handling hazardous material.

18.2 The Employer and the Union agree to the Safety Rules attached and incorporated as Exhibit "C".

19.0 SUBSTANCE ABUSE PROGRAM

19.1 The Employer and the Union agree to the Drug and Alcohol Abuse Policy attached and incorporated as Exhibit "A".

20.0 UNION DUES

20.1 All employees covered by this Agreement, who are now or may hereafter become members of the Union shall, as a condition of continued employment during the term of this Agreement, remain members in good standing of the Union. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard initiated fee and standard monthly dues as applied uniformly to all members of the Union covered by this Agreement.

Any employee covered by this Agreement who elects not to become a Union member shall, as a condition of continued employment, pay to the Union a service fee equal in amount to the standard initiation fee and standard monthly dues as applied uniformly to all members of the Union covered by this Agreement. Payment of the service fee shall begin with the first payroll period of the month following the completion of sixty (60) calendar days of employment.

20.2 The Employer agrees to make payroll deductions for union dues (not including initiation fees, fines or special assessments) as certified in writing by the Union. That amount will be divided between the first and last paycheck of each month and remitted to the Union as long as a signed union due's payroll deduction authorization is in effect and has not been revoked. The Union agrees to indemnify and save harmless the Employer from any and all loss, damage, claims or expense, it may incur resulting from the aforesaid deduction.

21.0 UNIFORMS

21.1 The Employer will provide employees with uniforms as it has in the past. The Employer will also pay \$50.00 each year, or \$100.00 every two (2) years at the employee's discretion, for the purchase of safety shoes on presentation of a receipt on the purchase of the shoes. In the event that the savings experienced by the Employer under the Health Insurance Bonus under Article 10.3 is not sufficient to pay the total cost of uniforms and safety shoes, then the provision for same shall be reduced accordingly.

22.0 SMOKING POLICY

22.1 The Employer and the Union agree to the Smoking Policy attached hereto and incorporated as Exhibit "B".

23.0 EMPLOYEE INFORMATION

23.1 The Employer and the Union agree to the Employee Information attached hereto and incorporated herein as Exhibit "D".

23.2 A side letter will be mutually agreed upon by the Employer and Union dealing with the Laborer.

24.0 CONTENTS OF AGREEMENT

24.1 The Employer and Union acknowledge that during negotiations which resulted in this Labor Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of subject or matter not removed by the law from the area of collective bargaining, and that the understanding and arrangements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union agrees that the Employer may take the appropriate action concerning any matters not covered by this Agreement which involve the expeditious management of the Employer.

25.0 SAVINGS CLAUSE

25.1 If any provision of this Agreement is in conflict with the federal or state statutes, or local ordinances, it shall become inoperative but all of the provisions of this Agreement shall remain in full force and effect, and the parties shall promptly meet and negotiate appropriate substitute provisions for those declared illegal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
_____ day of March 2002.

FOR THE UNION:

By: *Raymond Hamilton*

By: *Bill Berger Jr.*

By: *Eric A. Leisner*

Dated: *3/19/02*

FOR THE EMPLOYER:

By: *Henry W. Bradley*
Town Supervisor

Dated: *3/25/2002*

By: *Douglas Webb*

By: *Ann Gagne*

By: *Pat Tompkins*

DRUG AND ALCOHOL POLICY

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

WHEREAS the Drug Free Workplace act requires the Town of Sherburne, if it is a direct recipient of a federal grant, to certify that it will provide a drug-free workplace as defined in the Act; and

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

- All employees are forbidden to use or possess alcohol or illegal drugs at any time during the work day or anywhere within the work place.
- Further, workers are forbidden to engage in any sale or other transaction involving illegal drugs on the premises.
- The Town Supervisor, Superintendent of Highway, or a Town Board Member who has a reasonable suspicion that an employee is in an impaired or intoxicated condition during working hours may mandate that employee be tested for drug or alcohol levels. Testing will be provided by Chenango Memorial Hospital at the employer's expense. If the employee is found to be impaired or intoxicated or if the employee refuses to be tested, he will be subject to immediate disciplinary action, including discharge. If the test reveals no impairment or intoxication, he will return to his shift without any loss of time or salary.
- Any violators of this policy shall be subject to disciplinary action, including discharge as provided by the Collective Bargaining Agreement or other law.
- Employees working directly with Federal funds and subject to the Drug Free Workplace Act will receive an additional policy sheet governing the Act's requirements.
- Employer will attempt to call the designated Union representatives who shall be present at the drug or alcohol testing site within one hour after the incident. Should a representative of the Union either be unavailable, unreachable, or fail to appear within the aforesaid hour, then the employee shall be required to take the required test, or be subject to disciplinary action, including discharge. The Employer's

Exhibit "A"

-1-

determination to require a drug or alcohol test shall be made by either the Town Supervisor, Superintendent of Highways or a member of the Town Board.

Exhibit "A"

-2-

SMOKING POLICY

A mandatory non-smoking policy pursuant to law is hereby established so that there will be no smoking in enclosed publicly accessible places and in all enclosed Town workplaces or premises, except where expressly permitted. Employees are expressly permitted to smoke in the breakroom and garage unless one of the employees complains and on the condition that there is no violation of any OSHA regulations.

Exhibit "B"

-1-

SAFETY RULES

Each employee is expected to faithfully cooperate with the Town to the best of their ability regarding all matters of safety. Some of the ways in which your help is most necessary follows:

1. You should observe the safety bulletins posted. They present practical information and should help you to prevent accidents.
2. When working on roads put up "Men Working" signs as required.
3. When inflating any tire, it must be put into the OSHA approved guard cage as provided.
4. Use proper blocking before going under any jacked equipment or any suspended equipment.
5. Clean all oil spills off floor or machines immediately.
6. Tree crews must watch traffic carefully, have proper signage, and be careful to protect other employees and property before felling any tree or limbs and use safety equipment provided.
7. When leaving the Shop, the two (2) assigned employees shall check the following:
 - lock all doors
 - turn off all lights not required
 - turn off main water valve to wash bay
 - turn off the air compressor
 - turn off the power washer
 - turn off the parts washer
8. Persons working in elevated locations or below (such as manholes) in open areas must place proper warning signs and, if possible, protect other workers by roping off any dangerous area.
9. Special care must be taken by those operating or driving Town equipment. Drive slowly and carefully at all times.
10. Good housekeeping in your work is essential.

Exhibit "C"

-1-

11. Do not work on machines, pumps, conveyors, or other powered equipment unless you are sure the current is off.
12. When it is absolutely necessary to lift or move heavy material by hand, secure assistance before attempting the job.
13. You must not ride on the running board or hang on to the outside of cars, trucks, or other moving equipment.
14. You should wear clothing suitable for your work.
15. Safety shoes of the approved type should be worn by all employees.
16. You must wear a safety hat if you work in an area where safety hat regulations apply.
17. All tools and equipment must be kept in their proper places when not in use.
18. Defective tools or equipment should never be used.
19. Do not use ladders that are not in good condition. Ladders needing repair should be reported promptly. Use the proper ladder for the job and when the job is finished return the ladder to its proper storage place.
20. You should not operate a machine without having had instruction in its care and safe operation.
21. Safeguards must not be removed from machines except by order of the Highway Superintendent. If removed, they must be replaced immediately.
22. Wear goggles where appropriate.
23. Do not use machinery, tools, and electrical equipment in bad condition. Report same to the Highway Superintendent at once.
24. Employees shall be responsible for the equipment under his or her control.
25. Running, shouting, throwing objects and "horseplay" are strictly forbidden.

Exhibit "C"

-2-

26. Wear clothes suited to the job, gloves if needed. Use goggles and other protective equipment provided.
27. If you don't know how to do a job safely, ask the Highway Superintendent.
28. Faithfully use all safeguards provided.
29. Warn employees working above or below you.
30. When working with another employee, be sure he or she knows what you are going to do before you do anything which might injure him or her. Good teamwork promotes safety.
31. Have both hands free for going up or down ladders. See that ladders are firmly placed before using them. See that rungs are securely nailed.
32. Report unsafe conditions to the Highway Superintendent.
33. Get help for lifting heavy objects. Learn to lift the correct way.
34. Report all injuries promptly. Get immediate first aid.
35. Keep your mind on your job. Alertness prevents accidents.
36. Never try to oil, clean or adjust machinery while it is in use.
37. Never throw anything from a height unless you are sure no one is below.
38. Do not look at welders or cutters while they work. You may injure your eyes.
39. Do not wear ragged sleeves, loose coats, flowing ties or loose jumpers while working around machinery.
40. Do not use improper or broken tools; they are dangerous.
41. Do not ride loads being lifted by cranes.
42. Do not get under loads which are being carried by cranes.
43. Do not hoist a load until it is securely made fast and balanced.

Exhibit "C"

44. Never start machinery, operating valves, or change electrical switches until you know by personal investigation that it is safe.

45. Do not fix electrical equipment of any kind unless your work requires it.

46. Report hazardous conditions of which you learn to the Highway Superintendent.

Your comments or recommendations for added safety features would be welcomed by the Town. Your suggestions should be made to the Highway Superintendent.

Hospital Service and Medical Attention

Whenever you are injured at work, you must have your injury treated immediately in order to obtain proper attention to prevent infection or other serious consequences. This applies to all employees and to all forms of injury, no matter how slight the injury may appear. Immediate treatment of minor injuries will often prevent them from becoming infected. You are especially asked not to treat your own wounds or injuries or to apply antiseptics, such as iodine and mercurichome. First aid treatment should not be asked for and should not be given by fellow employees except in cases of extreme emergency, such as electric shocks, drownings, gas poisonings, or delay where waiting for better qualified aid may jeopardize a person's life.

In case of severe injury, do not move the injured employee unless he is in danger of receiving additional injuries if he is not moved.

Exhibit "C"

-4-

TOWN OF SHERBURNE

NAME	TITLE	DATE STARTED	HOURLY WAGE 1/1/02	HOURLY WAGE 1/1/03	HOURLY WAGE * 1/1/04	HOURLY WAGE * 1/1/05	VACATION	PENSION
Theodore Barker	M.E.O. D.H.S.	12/70	13.79**	14.20	14.63	15.07	20 Days	Tier 1
Ronald Jackson	M.E.O.	1/77	13.43	13.83	14.25	14.68	20 Days	Tier 3
William Bergner	M.E.O.	12/81	13.43	13.83	14.25	14.68	20 Days	Tier 3
Douglas Webb	M.E.O.	10/87	13.43	13.83	14.25	14.68	20 Days	Tier 4
Jeremy Shaw	M.E.O.	3/98	11.74+	12.09	12.45	12.82	10 Days	Tier 4
Eric Leinbach	M.E.O.	4/01	10.74	11.06++ 4/1/03 - 11.56	11.91	12.27++ 4/1/05 - 12.77	5 Days	Tier 4
Roy Berg	M.E.O.	7/01	10.74	11.06+++ 7/1/03 - 11.56	11.91	12.27+++ 4/1/05 - 12.77	5 Days	Tier 4

* This amount may be reduced by any premium cost over ten percent (10%) as set forth in Article 10.2.

** The parties have signed a Memorandum of Understanding related to Deputy Highway Superintendent dated 7/1/94 and amended on 1/1/02.

+ Includes plus \$1.00/hr. as of 3/1/02

++ Includes plus \$.50/hr. as of 4/1/03 and plus \$.50/hr. as of 4/1/05

+++ Includes plus \$.50/hr. as of 7/1/03 and plus \$.50/hr. as of 7/1/05

EXHIBIT "D"

10.3 Health Insurance Option

ALL PROVISIONS OF THIS ARTICLE ARE SUBJECT TO THE RULES OF THE INSURANCE CARRIER.

The Town shall pay Six Hundred Dollars (\$600.00) annually or a prorated portion thereof to each eligible employee who elects not to participate as an individual in the Health Insurance Plan or for those employees eligible for family coverage who change from family to individual coverage.

1. Notification by the employee for using this option must be submitted in writing to the Superintendent of Highways each year by a date to be established annually by the Town. The exercise of this option will be governed by the rules of the carriers.
2. Employees who elect not to participate in the Health Insurance Plan or to move from family to individual coverage must present proof of alternative insurance coverage to the Superintendent of Highways each year.
3. Upon written notice to the Superintendent of Highways, the employee may reenter or enter for the first time, without penalty, delay or restriction, the Health Insurance Plan within the rules of the carrier.
4. The exercise of this option will be governed by the rules of the carrier and any employee requests to use this option which jeopardize the health insurance program will be denied.
5. As a condition to payment of the amount required under this option, the employee must be employed by the Town on December 31 of each option year and will be paid the required amount within thirty (30) days thereafter.

6. Notification to the Superintendent shall be carried out by completion of the form attached to this Agreement as Appendix "A".
7. The above provisions of the Health Insurance Option shall, after January 1, 2002, apply to all unit employees.

EXHIBIT "E"

-2-

APPENDIX "A"

TOWN OF SHERBURNE

and

LOCAL 200UNITED

SERVICE EMPLOYEES INTERNATIONAL UNION

Health Insurance Option

To the Superintendent:

I, _____, certify that I have read Article 10.3 and Exhibit "E" of the
(Print Name)

collective bargaining agreement between the Town of Sherburne and Local 200United, Service Employees International Union relating to the Health Insurance Option, which is reproduced on the reverse side of this form. I was enrolled in the Health Insurance Plan as of December 31, 2001 and therefore am eligible to participate in the Health Insurance Option.

I have indicated below the option I am electing for the year 200__.

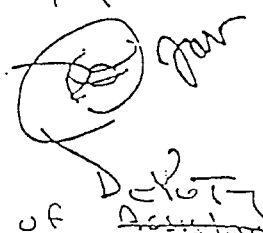
1. () I am eligible for individual health insurance coverage and elect to have no coverage. I herewith submit proof of alternative health insurance coverage.
2. () I am eligible for family health insurance coverage and elect to have individual coverage. I herewith submit proof of alternative health insurance coverage for my family.
3. () I am eligible for family health insurance coverage and elect to have no coverage. I herewith submit proof of alternative health insurance coverage for me and my family.

Signature

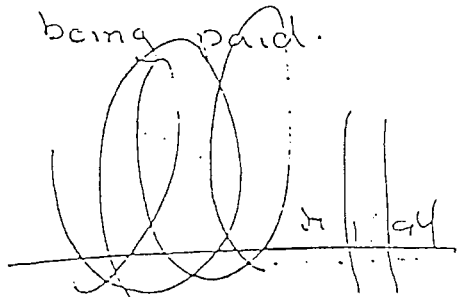
Date

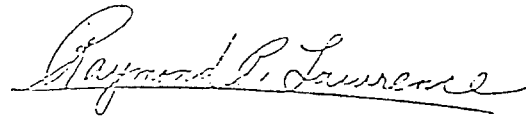
exhibits

MEMORANDUM OF UNDERSTANDING

12/22/94


The Employer believes the position of ~~Assistant~~ Highway Superintendent as currently defined is excludable from the bargaining unit. The Union believes the position as currently defined is includable in the bargaining unit. The parties agree the issue should be resolved by utilization of the grievance procedure, mutual agreement, or redefinition of the position. Until such time as the issue is resolved the Employer represents it will maintain the \$.25 premium* or such additional premium as is currently being paid.


SEIU Local 200-B


Town of Sherburne

* As of January 1, 2002, the premium shall be increased from \$.25 to \$.35.

SICK LEAVE BANK DONATION FORM

I, _____, in compliance with Article 12,
Section 3 of the Collective Bargaining Agreement, hereby agree to donate _____
sick leave hours to the Sick Bank for _____.

Signature

Date