

## MEMORANDUM OF AGREEMENT

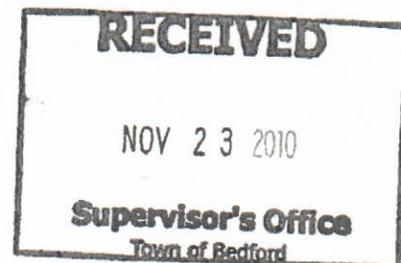
IT IS HEREBY AGREED, by and between the bargaining team for the Town of Bedford ("Town") and the bargaining team for the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 456, I.B.T., Blue Collar Unit ("Union") that, subject to the ratification by the Town Board of the Town of Bedford and the membership of the Union (which ratification the members of both bargaining teams agree to recommend), the following shall constitute the terms and conditions of the successor agreement to the collective bargaining agreement ("CBA") between the parties covering the period January 1, 2009 to December 31, 2009.

1. Term of Agreement: January 1, 2010 to December 31, 2011. All terms of the 2009 Collective Bargaining Agreement, as reflected in a Memorandum of Agreement dated December 15, 2009, except as modified hereafter, shall constitute the terms and conditions of the new Collective Bargaining Agreement between the parties.

2. Salary:

(a) The salary for all bargaining unit members as of December 31, 2009 shall remain unchanged for the period from January 1, 2010 to December 31, 2011 except as provided in 2(b) below.

(b) During the period from January 1, 2011 to December 31, 2011, the five (5) bargaining unit members with the least amount of seniority credit shall be compensated at eighty five (85%) percent of the salary set forth in Schedule "A" of the CBA for their respective positions. Such eighty five (85%) percent salary rate shall be used in determining any and all compensation for said five (5) bargaining unit members that is calculated based upon a



bargaining unit member's salary, including but not limited to longevity (if applicable), sick leave, vacation leave and premium pay (i.e. overtime).

3. The Union waives the employee safety equipment allowance of Six Hundred Twenty Five and no/100 (\$625.00) Dollars set forth in Article XVI, Section 2 of the CBA for all bargaining unit members for the period from January 1, 2011 to December 31, 2011.

4. The Union and the Town agree that the Town's contribution to the Teamsters Local 456 Municipal Employees Welfare Fund set forth in Article XVII, Section 5(A) of the CBA shall be reduced by fifty (50%) percent to Six Hundred Fifty and no/100 (\$650.00) Dollars per employee for the period from January 1, 2011 to December 31, 2011.

5. (a) The Union and the Town agree that, notwithstanding Article VII of the CBA, for the period from January 1, 2011 to December 31, 2011, only the following holidays, as celebrated by the Town, shall be paid holidays: New Year's Day; Christmas Day; Thanksgiving Day; and July 4<sup>th</sup>. All other holidays set forth in Article VII of the CBA, as celebrated by the Town, shall be unpaid, except as set forth in 5b below.

(b) Should any bargaining unit member be required to work on any of the unpaid holidays, such bargaining unit member shall be paid the premium rate set forth in Article VI, Section 2 and 3 of the CBA for any overtime worked, but shall not be paid for the holiday itself.

(c) In lieu of an unpaid holiday as referenced above a unit member may use eight (8) hours of accrued unused compensatory time by filing a written election form with the payroll department at least thirty (30) calendar days prior to the holiday in which case the holiday shall be a paid holiday for such unit member through the use of compensatory time and the eight hours of compensatory time shall be considered paid out.

6. The Town agrees that there shall be no layoff of any bargaining unit member during the period from January 1, 2011 to December 31, 2011.

Dated: November 19, 2010

FOR THE TOWN BARGAINING TEAM

W. V. A. Burns  
James M. Gallagher  
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FOR THE UNION BARGAINING TEAM

[Signature]  
R. S. [Signature]  
Michael Borzuto  
John P. Henry  
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