



COLLECTIVE BARGAINING AGREEMENT

between

LOCAL 456, I.B.T.

and the

TOWN OF BEDFORD

BLUE COLLAR UNIT

January 1, 2003 - December 31, 2008

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THIS AGREEMENT effective January 1, 2003 through December 31, 2008, by and between the **TOWN OF BEDFORD**, a municipal corporation of the State of New York (hereinafter referred to as the "Town") with offices at the Town House, Bedford Hills, New York 10507, and the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 456, I.B.T.** (hereinafter referred to as the "Union") with offices at 160 South Central Avenue, Elmsford, New York 10523.

ARTICLE I
UNIT

This Agreement shall apply to all permanent full-time employees employed by the Highway Department, Highway Garage, Water Department, Recreation Department, Caretaker and Lead Maintenance Mechanic (Repairer) in the classifications contained in Schedule "A" of this Agreement.

ARTICLE II
RECOGNITION

Section 1: The Union, having heretofore presented appropriate evidence that it represents the majority of the employees in said Highway Department, Highway Garage, Water Department, Recreation Department and the Town Hall Blue Collar staff is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Town in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the collective bargaining agreement herewith executed.

Section 2: The Town agrees that, upon presentation of dues deduction authorization cards, signed by the individual employees to which this Agreement is applicable, it will make monthly deductions from the wages of such employees in the amounts designated by the Union as membership dues deductions and will remit such deductions to the Union, together with a list of employees from whose wages such

deductions have been made, within ten (10) days after the last day of the month for which deductions were made. The Town agrees that for employees to which this Agreement is applicable who are not members of the Union, it will make monthly deductions from the wages of such members in the amount equivalent to the dues levied by the Union and will remit such deductions to the Union, together with a list of members from whose wages such deductions have been made, within ten (10) days after the first (1st) day of the month for which deductions have been made. This clause, as to new employees, shall be applicable six (6) months after date of hire. The Town shall be held harmless and indemnified by the Union for any claims, demands or suits arising out of or in connection with the collection of dues or agency shop deductions by the Town.

Section 3: The Union shall have the right to post notices and other communications with the permission of the Superintendent of Highways or his/her designee, which permission shall not be unreasonably withheld, on bulletin boards maintained on the premises and facilities of the Town. The officers and agents of the Union shall have the right of visitation upon the Town's facilities for the purposes of adjusting grievances and administering the terms and conditions of this contract.

Section 4: There shall be one (1) Shop Steward and two (2) Assistant Shop Stewards whose names shall be certified by the Union to the Town. The Stewards shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances, for the administration of this Agreement and for the negotiation of successive agreements. The Stewards shall not leave their assigned duties for the above-described purpose without permission from the department head, which shall not be unreasonably denied.

ARTICLE III RECIPROCAL RIGHTS

Section 1: The Union recognizes the right of the Town to manage, but not in conflict with the

terms and conditions of this contract; and the Town recognizes its responsibility to direct the work force so that the dignity of labor of the individual shall be protected. The Town shall so administer its responsibilities as to be impartial and fair to all employees and shall not discriminate by reason of nationality, creed, race, or sex. Similarly, the Union and employees recognize their responsibility to fully cooperate with the Town so that the dignity of management shall be maintained.

Section 2: The Highway Superintendent, or his/her designee, shall be solely responsible for the coordination of the maintenance staffs of the Highway, Recreation, Water and Maintenance Departments when any of the aforementioned departments are in need of supplemental manpower.

ARTICLE IV
CLASSIFICATION RATES AND WAGES

Section 1:

- A. The wages to be paid for each classification shall be indicated on Schedule "A" annexed hereto.
- B. The Heavy Motor Equipment Operator rate shall apply only to the following equipment: front end loaders, graders, back hoes, sweepers, roller, crusher plant, underscraper and tanker truck when authorized by management.
- C. The Town shall notify the Union within seven (7) days of any new classification or of any change in the job description of a current classification.

Section 2: Employees shall be entitled to the following longevity increments:

After 5 years of continuous service:	\$500.00
After 10 years of continuous service:	5% of base salary
After 15 years of continuous service:	7-1/2% of base salary
After 20 years of continuous service:	10% of base salary

All base longevity shall be paid on an annual basis in the first payroll period of December with appropriate deduction for taxes pursuant to applicable Federal and State tax regulations. The Town shall

endeavor to withhold the minimum taxes prescribed by said regulations. The present practice of including longevity in the base rate for the calculation of overtime pay rates shall continue.

Section 3: There shall be a probationary period for all new employees which shall be for a minimum of thirteen (13) weeks and a maximum of twenty-six (26) weeks.

Section 4: All newly hired employees shall be subject to hiring rates for a period of two (2) years. The hiring rate shall be equal to eighty-five (85%) percent of the classification rate of the newly hired employee; in the second year of employment, his/her rate shall be equal to ninety (90%) percent of his/her classification rate. Upon completion of two (2) years of employment with the Town, the employee shall receive the classification rate.

Section 5: Management shall select one (1) employee (one (1) per annum) to fill a full-time Heavy Motor Equipment Operator position based upon seniority, fitness and ability being equal. Such employee so selected must be qualified to operate all of the above-mentioned heavy motor equipment. In addition, the Town shall select four (4) Motor Equipment Operators on a daily basis to act as Heavy Motor Equipment Operators. These individuals shall receive the applicable Heavy Motor Equipment Operator hourly rate for a minimum of eight (8) hours. These individuals shall be selected by the Town at its discretion.

Section 6: Pay shall be bi-weekly.

ARTICLE V **WORK DAY AND WORK WEEK**

Section 1: The working day for Highway Department and Water Department employees shall be from 7:00 A.M. to 3:30 P.M., Monday through Friday, during such workday the employees shall be entitled to a lunch period.

Section 2: The workday for Recreation Department employees shall be from 7:00 A.M. to 3:30 P.M., Monday through Friday. During the workday, employees are entitled to a lunch period.

A. In the event the Town determines that there is a need for duties and/or work to be performed on Saturday and/or Sunday within the Parks and Recreation Department, such duties and/or work shall be performed by a volunteer employee, by seniority, from the Parks and Recreation Department at the appropriate overtime rate. In the event that a volunteer cannot be found within those employees assigned to the Parks and Recreation Department, the Town shall seek the volunteer from the master seniority list. In the event that no volunteer is available, the Town shall have the right to assign the least senior employee of the Parks and Recreation Department to perform such Saturday and/or Sunday overtime at the appropriate overtime rate.

The parties agree that in the event the above procedure of call-in for Saturday and/or Sunday or emergency overtime creates a problem for the Union or Town in obtaining qualified personnel for the overtime, the parties shall meet and discuss an alternate procedure.

Section 3: The workday for Water Department employees and the Town House Custodian shall be from 7:00 A.M. to 3:30 P.M., Monday through Friday. During the workday, the employees shall be entitled to a lunch period.

1. The Town may schedule employees in the Water Department and/or the Town House Custodian to work any five (5) consecutive days during the seven (7) day week, it further being understood that said employees shall not be required to work any greater number of hours in a day nor greater number of hours in a week that such employee has been working at the time of this agreement.

2. Preference shall be given to the employer to choose the work schedule imposed by the Town according to the seniority of said employee in the department.

Section 4: The scheduling of work on Sunday shall be done only in an emergency as per the existing policy.

Section 5: The employees shall be entitled to a fifteen (15) minute coffee break in the morning to be taken between the hours of 9:00 A.M. and 11:00 A.M., and a fifteen (15) minute coffee break in the afternoon to be taken between the hours of 2:00 P.M. and 3:00 P.M. The employees shall be entitled to a lunch period of forty-five (45) minutes which shall begin when the employees leave the work site and shall end when the employees return to the work site after said lunch period.

Section 6: The Town shall have the right to install time clocks in all departments and/or facilities and may require the employees to punch in at the start of the work day and punch out at the completion of the work day.

(a) No employee shall "punch in" or "punch out" for another employee of the bargaining unit.

Section 7: Employees shall make every effort to advise their supervisor if they are going to be late for work. Employees must notify their supervisor if they are going to leave work before the end of the work day.

Section 8: Employees who punch in late or punch out early shall be docked for such time in minimum units of one (1) minute.

ARTICLE VI **PREMIUM TIME**

Section 1: Time and one-half the regular rate of pay shall be paid for all work performed:

- A. After eight (8) hours per day;
- B. After forty (40) hours per week;
- C. Before starting time;
- D. On Saturday, except where Saturday is part of a regular work week;
- E. On the sixth (6th) day of work week, except for employees assigned to the Recycling Department who shall be paid time and one-half (1-1/2) for work on a Monday.

Section 2: Double the regular rate of pay shall be paid for all work performed:

- A. On Sunday;
- B. On the seventh (7th) day of a work week (except employees working in the Recycling Department who shall be paid double time for work performed on a Sunday).
- C. On a holiday in addition to the holiday pay.

Section 3: Employees who are called out to work shall receive a minimum of four (4) hours pay at the appropriate overtime rate. Such minimum call-out pay shall not apply to assignments which are continuous to the beginning or end of the normal work day. The Town shall call out a minimum of two (2) employees where, in the opinion of management, such a minimum number of employees is necessary for safety reasons.

Section 4: Overtime shall not be pyramided; i.e., no overtime rate applied on top of overtime rate being paid.

Section 5: If an employee refuses an overtime assignment, the Town shall have the right to not call him/her for the next overtime assignment.

Section 6: Overtime shall be paid in minimum increments of one (1) minute.

Section 7: Employees may elect to receive compensatory time in lieu of cash payment for all or any portion of overtime worked to a maximum accumulation of eighty (80) hours at any time during the year. Such compensatory time shall be earned at the same rate as cash payment. Earned overtime credits, when compensatory time is requested by the employee, shall be credited in units of one (1) hour; those units of earned credits of less than (1) hour shall be paid in cash as will out-of-title increments.

A. Employees may take as time off, no more than a total of one hundred twenty (120) hours of compensatory time in the twelve (12) month period between October 1 and the next September 30 .

B. Employees may carry over to the next year (October 1 to September 30) a maximum of

thirty (30) hours of accumulated compensatory time.

(1) Accumulated compensatory time due an employee in excess of thirty (30) hours as of the last paycheck in the year (Oct. 1 to Sept. 30) shall be paid to the employee in the second paycheck in November of each year.

C. Employees may request payment for all or a portion of accumulated compensatory time, in writing, from the Town at any time during the year (October 1 to September 30).

(1) Payment for accumulated compensatory time, when payment is requested by the employee, shall be paid not later than the employee's next full payroll period check following the date the employee requests payment.

D. Compensatory time off will be used in minimum of one (1) hour increments.

Section 8: Employees who make application for the taking of compensatory time at least one (1) week prior to the date they wish to take compensatory time shall be granted the compensatory time subject to the reasonable needs of the department to which the employee is assigned.

A. Emergency compensatory time (leave for unforeseen, or unscheduled events) may be taken by an employee by contacting his/her department as soon as practicable after the employee becomes aware of the emergency.

B. Employees may request, and shall be granted, compensatory time in conjunction with or immediately after a snow storm or other emergency work.

ARTICLE VII HOLIDAYS

Section 1: The following shall be paid holidays and shall be celebrated on the date defined by New York State Law as the date of celebration where so defined:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Presidents Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July 4th	Christmas Day

Section 2: In the event that a holiday shall occur on a Saturday, it shall be celebrated by the Town on the preceding Friday. In the event that a holiday shall occur on a Sunday, it shall be celebrated by the Town on the following Monday.

Section 3: For the purpose of calculating the appropriate overtime rate for work on a holiday, a holiday shall be defined as the actual holiday except that it shall be the date of celebration if the actual date of the holiday is on Sunday.

ARTICLE VIII
VACATIONS

Section 1: A new employee shall receive during his/her first year's work, one (1) vacation day for each month worked, from the date of employment to December 31st to a maximum of ten (10) days. In figuring this time, the month during which the employee starts will be counted, but not January. However, the employee will not be entitled to use such vacation allowance until the employee has completed six (6) months service with the Town. The following year the employee shall receive two (2) weeks vacation. Then after the second year the employee shall receive two (2) weeks summer vacation and one (1) week winter vacation, which cannot be combined. After ten (10) years of employment, four (4) weeks and one (1) day vacation, comprised of three (3) weeks summer and one (1) week winter vacation, which cannot be combined, and one (1) day at the option of the employee. After twenty (20) years of employment, five (5) weeks and one (1) day vacation, comprised of four (4) weeks summer and one (1) week winter vacation, which cannot be combined, and one (1) day at the option of the employee.

Section 2: Anniversary dates for the determination of vacation allowances shall be calculated on January 1 of each year. Anniversary dates which occur during the calendar year shall be deemed to occur on the preceding January 1.

Section 3: Employees shall not be entitled to accumulate more than ten (10) days of unused vacation per year without the approval of the department head.

Section 4: Employees shall not be entitled to accumulate more than a total of thirty (30) days of unused vacation without the approval of the Department Head.

Section 5: Unused earned vacation shall be payable on retirement or death. In the event of the death of an employee, payment shall be made to his/her estate.

Section 6: Vacation allowance may be utilized in increments of one-half (1/2) hour.

Section 7: Employees of the bargaining unit, when extending their vacation by utilization of accumulated compensatory time to extend their time off, shall be deemed to be using accumulated compensatory time prior to vacation time.

Section 8: Parks and Recreation Department Vacations

Those members of the bargaining unit assigned to the Parks and Recreation Department shall be governed by the following:

A. Vacation shall be available at any time of the year, subject to the prior approval of the department head, such approval not to be arbitrarily withheld.

B. During the period of April 1 to Labor Day of each year, one (1) employee assigned to the Parks and Recreation Department shall be permitted to be on vacation at the same time (this period shall be the summer vacation period).

C. Employees who wish to take vacation between April 1 and Labor Day shall submit their vacation requests by March 15 of each year and shall receive approval of such vacation by April 1

of that year. Once the vacation is approved, a senior employee who did not file a vacation request for that period may not "bump" a less senior employee.

D. Except for "C" above, the most senior employee requesting the vacation period shall be granted the vacation.

E. All other provisions of this Agreement, except as set forth in this Section 8 which apply to annual vacation for other employees of the bargaining unit, shall apply to employees assigned to the Parks and Recreation Department including those limitations on taking summer vacation which apply to other bargaining unit members.

ARTICLE IX **PAID LEAVE**

Section I: Sick Leave

A. After six (6) months of continuous service, employees shall be entitled to thirteen (13) days sick leave per year. The first year's total to be figured on a pro rata basis until the end of the calendar year. Effective January 1, 2006, employees shall be entitled to thirteen (13) sick days per year after completion of six (6) months of continuous service. Sick leave entitlement shall be prorated for newly hired employees in their first year of employment. Sick leave may be utilized in minimum increments of one-half (1/2) hour. Unused sick days shall accumulate to two hundred fifty (250) days including those unused sick days standing to an employee's credit as of January 1, 1971. Employees who elect to use compensatory time in lieu of, or to extend sick leave, shall not be eligible for overtime unless no other qualified employees within their respective department are available for such overtime.

B. It shall be the obligation of all employees, in the event of illness, to call their supervisor's office by 7:00 A.M. on the day of their absence. The Town shall maintain a twenty-four (24) hour

tape for such purposes. The Town shall notify each employee, in writing, of the telephone number to be called. Failure to call may subject the employee to loss of that day's pay.

C. Accumulated unused sick leave may be used up to three (3) days per year for illness of the wife, sufficiently serious to warrant the husband staying home.

Section 2: Termination Pay

A. Upon retirement or death of the employee, accumulated unused sick leave shall be reimbursed at the then current salary rate pursuant to the following schedule:

<u>Sick Leave Accumulation</u>	<u>Rate of Reimbursement</u>
0 to 50 days	20% of all days
51 to 100 days	40% of all days
101 to 150 days	60% of all days
151 to 250 days	80% of all days

B. Where practicable, the employee shall notify the Town, in writing, of his/her intent to retire by the first of October of the year prior to his/her intended retirement date. If such notice is not given in a timely fashion, the Town reserves the right to make such payment without interest, in the first four (4) months of the fiscal year next following the year of retirement.

C. In the event of the death of the employee, payment shall be made to the deceased employee's beneficiary or estate, as the case may be.

Section 3: Personal Leave

A. After six (6) months of continuous service, employees shall be entitled to four (4) days per year, the first year's total to be figured on a pro rata basis until the end of the calendar year, to attend to essential personal business, i.e., business which cannot be taken care of by the employee other than during his/her normal work day, provided request is made at least one (1) week in advance, except in emergency situations precluding prior request.

B. The Employer may limit the number of such paid absences on the same day to 5% of the number scheduled to work. Personal leave may not be used in conjunction with vacation or sick

during an 8 hour workday. Personal time used to extend sick leave or vacation on consecutive days, shall continue, as in the past, to cause such employee not to be eligible for overtime for that day, unless no other qualified employee within department is available for such overtime.

C. Unused personal leave may not be accumulated from year to year.

D. Personal leave may be utilized in minimum increments of two (2) hours.

Section 4: Death Leave

A. The Town shall pay to employees for any time lost not exceeding five (5) consecutive work days from the day following the day of the death for absence necessarily incurred by an employee in arranging and attending the funeral of his/her father, mother, spouse, child, mother-in-law or father-in-law; three (3) consecutive work days from the day following the day of death for the death of a brother, sister, grandparents, brother-in-law, sister-in-law, and one (1) day for attending the funeral of any other member of the employee's or spouse's family.

Section 5: An employee who incurs an on-the-job injury shall immediately advise his/her supervisor of such injury and shall provide the supervisor with sufficient information for the completion of a Workers' Compensation claim form.

A. If the injury requires the employee to be absent five (5) or less work days, the following requirements shall apply. The employee shall provide the Town, as soon as possible after the accident, with medical documentation concerning the medical condition of the employee, the prognosis, the proposed date for the return to full duty by the employee and the ability of the employee to perform light duty work during such absence. The Town agrees to pay the employee his/her full salary during this period and not charge the employee's accumulated sick leave or vacation leave even though such time is not reimbursable by Workers' Compensation. During this period, the Town may assign the employee to a light duty assignment provided the employee's

doctor has determined that the employee can perform light duty work.

B. If the injury requires an employee to be absent for more than five (5) days, the employee shall receive his/her full salary for a period of up to one (1) year following the date of injury. Such payment shall not be charged against the employee's accumulated sick leave or vacation. The employee shall assign any claim for Workers' Compensation benefits to the Town.

Upon completion of the one (1) year period of payment, the employee shall receive benefits directly from the Workers' Compensation carrier. He/she shall also be entitled to use any accumulated sick leave or vacation credits.

Upon notice to the Town by the New York State Workers' Compensation Board that a compensation award has been made to an employee, the total number of days awarded shall be compared with the total number of days used. If the number of days used is less than the number of days awarded, the Town shall have no claim for reimbursement from the employee. If the number of days used exceeds the number of days awarded, then the Town shall redeem the overage from the employee at the rate of \$25.00 per pay period until the overpayment is completely reimbursed. The employee may, at his/her option, use accumulated sick leave or vacation to repay the Town on a one-day-returned for a one-day-used basis.

C. Determination of the New York State Worker's Compensation Board as to whether or not a disability is service connected, the extent of such disability, and the appropriate period of absence, shall be conclusive.

D. Vacation and sick leave credit shall not be earned during the period of any such Workers' Compensation absence.

ARTICLE X
PRODUCTIVITY CLAUSE

Section 1: Since the issue of assuring a community that they are receiving the best services for their tax dollars is of critical interest to both management and labor, labor recognizes the need for productivity improvements. It is further recognized that the establishment of such productivity improvements is the right and obligation of management. Such standards of criteria for productivity shall not be a means of speeding up or the cause of unreasonable incentive standards, lay-offs, discharges or dismissals. To the extent that such productivity improvements as management may decide to initiate result in a reduction of force, such reductions will take place through attrition, retirements or mutually acceptable severance pay, except for discharge for cause. The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Failure to perform an honest days' work is recognized as a cause for disciplinary action. It is further recognized that labor has a right to be informed and to participate in the implementation of productivity standards.

ARTICLE XI
UNIT WORK AND ASSIGNMENTS

Section 1: The Town shall not utilize part-time and/or seasonal employees except during the period of April 1 to November 30th of each year (but not to exceed six (6) months for any individual employee) or except for the duration of a specific emergency called by the Department Superintendent and/or the Town Supervisor.

Section 2: Part-time and/or seasonal employees shall not be utilized to perform overtime work until all full-time employees have been offered the opportunity of working the overtime. This shall not apply to the current and past practice of a job-in-process that is near completion.

Section 3: The Town shall not subcontract work normally performed by members of the bargaining unit if such subcontracting results in loss of work for full-time members of the bargaining unit.

ARTICLE XII
UNPAID LEAVE

Section 1: Employees shall be granted unpaid leave for Union office, functions or meetings.

ARTICLE XIII
SENIORITY

Section 1: Seniority between employees covered by this Agreement shall be computed on the basis of continuous service since the last date of hire. The Shop Steward shall have first seniority.

Section 2: Absence due to illness, compensable injury, approved leave or lay-off up to one (1) year will not be a breach of continuous service with the Town for the purposes of seniority, longevity, vacation or other applicable provisions of this contract.

Section 3: In the event that there are any openings in positions covered by this agreement which the Town intends to fill, notice of such openings shall be posted on appropriate Town bulletin boards for a period of three (3) weeks prior to the filling of such positions by the Town. During this period any employee interested in applying for the position shall so apply in writing to his/her department head. Employees in any of the classifications represented by the Union shall be eligible to apply for such positions. Promotions shall be made in order of seniority, where possible, subject to management needs and with due consideration for fitness and ability.

ARTICLE XIV
OUT-OF-TITLE EMPLOYMENT

Section 1: When an employee works above his/her classification, he/she shall get a higher classification rate; and when an employee works in a lower classification, he/she shall be paid his/her regular classification rate.

B. Assignment to the higher classification shall be made from employees in the next lowest classification, based upon seniority, fitness and ability being equal.

ARTICLE XV
MAINTENANCE OF STANDARDS

Section 1: Rate of pay, hours of work, and conditions of employment in effect prior to this agreement and not covered by this agreement shall not be reduced during the terms of this agreement.

ARTICLE XVI
UNIFORMS AND EQUIPMENT

Section 1: Where the Town requires employees to wear distinctive uniforms or special protective clothing, such clothing and equipment will be furnished in reasonable quantities as determined by the Town without cost to the employee, including cleaning as required by the Town. The Town shall supply and maintain coveralls and summer weight clothing for mechanics and other men working in the shop.

Section 2: The Town shall provide the employees with a safety equipment allowance of Six Hundred Twenty-Five (\$625.00) Dollars per year which shall be payable in the month of January of each year.

Section 3: Employees shall, during working hours, be properly attired. Employees shall not, during working hours wear as outer clothing sleeveless shirts or no shirt, but may wear "T" shirts with sleeves, nor shall employees wear pants or shorts which end more than four (4) inches above the knee. An employee shall be exempt from the restrictions set forth herein if the employee provides the Town with a note from a physician. Such exemption shall only apply to the extent set forth by the physician, for the period of time specified by the physician.

ARTICLE XVII
WELFARE

****Section 1:** The Town will continue and pay for in full the current health insurance program which is the M.E.B.C.O. Alternate Plan for all employees, including employees absent due to illness. Effective January 1, 2006, the Town may elect to switch from the M.E.B.C.O. Alternate Plan to the New York State Health Insurance Plan [C.O.R.E., plus enhancements (N.Y.S.H.I.P.)]. If the Town elects to make such switch, Section 1, Section 2 and Section 3 of this Article shall be void, and Section 1-a, Section 2-a and Section 3-a shall become effective.

****Section 2:** Upon becoming eligible for retirement benefits from the New York State Retirement System, subject also to eligibility requirements of the current health insurance program, which is the M.E.B.C.O. Alternate Plan, employees hired before January 1, 1988 shall continue to receive after retirement, without contribution, the health insurance plan described herein. Employees hired on or after January 1, 1988 shall continue to receive after retirement, without contribution, the health insurance plan described herein provided that they have completed fifteen (15) years of employment with the Town.

****Section 3:** The Town has, with the approval of the Union, elected to enter the Alternative M.E.B.C.O. Plan from the Basic M.E.B.C.O. Plan subject to the following limitations:

A. The M.E.B.C.O. Basic Plan Booklet, as of August 17, 1994, shall be incorporated as Appendix "B" and made a part of this Agreement. The terms, conditions and benefits as set forth in the Basic M.E.B.C.O. Plan Booklet and as amended by Appendix "C" shall be the Alternate M.E.B.C.O. Plan. It is agreed and understood by the parties that the terms, conditions and benefits are the minimum due the employee and the employee's eligible dependents. Should any of the benefits enumerated in Appendix "C" be changed so as to result in members of the bargaining unit receiving less than the minimum benefit set forth therein, the Union may immediately demand to reopen negotiations on Section 3 of this Article, as well as Appendix "B" and "C".

B. For the purpose of this provision, the decision of a physician, chiropractor, medical facility or pharmacy not to participate as a "participating provider" in the Alternate M.E.B.C.O. Plan may change from time to time. Therefore, provided that there remains in that particular field a reasonable number of "participating providers" in the geographical area, this shall not be considered to be a reduction of a term, condition or benefit of the Alternate M.E.B.C.O. Plan.

Section 4: Effective on or after January 1, 2006, an employee may opt to decline and waive health insurance coverage provided by the Town, only when the employee has another health insurance and makes application to the Town in accordance with the terms as set forth in Appendix "D" attached hereto and made a part of this Agreement. An employee who declines and waives health insurance coverage as provided in Appendix "D" shall receive fifty percent (50%) of the premium cost in effect, to be paid in equal installments in the first payroll at the end of each calendar quarter. The Town agrees to pro-rate all premiums to be paid, based upon the period the employee declines and waives health insurance coverage.

The affected employee(s), in the event they wish to resume individual or dependent health insurance coverage by the Town as set forth herein and pursuant to Appendix "D", attached hereto and made part of this Agreement, shall comply with the requirements as set forth therein.

Section 1-A: The Town shall pay the full cost of the New York State Health Insurance Plan (C.O.R.E., plus enhancements) (N.Y.S.H.I.P.) on each employee and their eligible dependents, this shall include employees absent due to illness or injury.

Section 2-A: The Town, as in the past, will continue to make available to employees the Health Maintenance Organization ("HMO") it has provided. The parties agree that the Town, upon conferring with the Union, may make modifications to the H.M.O. plan (i.e., deductibles and co-pays) in order that the premium for the H.M.O. option not exceed the premium for N.Y.S.H.I.P.

**Effective January 1, 2006, Sections 1, 2 and 3 shall be eliminated and Sections 1-A, 2-A 3-A and 4-A shall become effective

Section 3-A: Upon becoming eligible for retirement benefits from the New York State Retirement System, subject also to eligibility requirements of the current health insurance program which is the N.Y.S.H.I.P., employees hired before January 1, 1988 shall continue to receive after retirement, without contribution, the health insurance plan described herein. Employees hired on or after January 1, 1988 shall continue to receive after retirement, without contribution, the health insurance plan described herein provided that they have completed fifteen (15) years of employment with the Town.

Section 4-A: The Plan Booklet of N.Y.S.H.I.P. (C.O.R.E., plus enhancements), as of the date of the switch by the Town shall be incorporated as Appendix "B" and made a part of this Agreement. It is agreed and understood by the parties that the benefits are the minimum due the employee and the employee's eligible dependents. Should any of the benefits enumerated in Appendix "B" be changed so as to result in members of the bargaining unit receiving less than the minimum benefit set forth therein, the Union may immediately demand to reopen negotiations on such reduction of benefit(s).

For the purpose of this provision, the decision of a physician, chiropractor, medical facility or pharmacy not to participate as a "participating provider" in the N.Y.S.H.I.P. (C.O.R.E., plus enhancements), may change from time to time. Therefore, provided that there remains in that particular field a reasonable number of "participating providers" in the geographical area, this shall not be considered to be a reduction of benefit of the N.Y.S.H.I.P. (C.O.R.E., plus enhancements) Plan.

Section 5: Welfare Fund

A. Effective January 1, 2000, the Town will pay the sum of One Thousand Two Hundred Fifty (\$1,250.00) Dollars per employee, per year, to the Teamsters Local 456 Municipal Employees Welfare Fund. Effective January 1, 2001, the Town's contribution shall be One Thousand Two Hundred Seventy-Five (\$1,275.00) Dollars per employee, per year. Effective January 1, 2002, the Town's contribution shall be One Thousand Three Hundred (\$1,300.00) Dollars per employee, per

year.

B. Payment shall be made by the Town in six (6) month installments, the first half being due on or before February 1st and the second half being due on or about August 1st of each year.

C. Such Welfare Trust Fund money shall be paid for such welfare purposes as shall be determined by the Trustees of the Teamsters Local 456 Municipal Employees Welfare Fund, so long as such funds are utilized for the benefit of all employees within the designated appropriate unit.

D. The Trustees shall render to the Town Supervisor, quarterly, an accounting in writing of the use of such funds and an annual certified audit.

E. The number of employees for which payment shall be made shall be measured quarterly and such payments shall not be made for temporary employees, summer aides and seasonals.

F. The payment of such sums of money as heretofore set forth shall be in lieu of a claim by the Union or the employees that the Town should directly pay for a dental plan.

ARTICLE XVIII **IDENTITY CARDS**

Section 1: The Town will furnish, at no cost, identity cards for all covered Town employees with photographs identifying the employee and the department for which he/she works.

ARTICLE XIX **PENSIONS**

Section 1: The Town agrees to provide employees with retirement benefits pursuant to Section 75-i of the Retirement and Social Security Law, i.e., retirement at half-pay at the age of fifty-five (55) years and upon twenty-five (25) years of employment. All new employees hired after July 1, 1973 shall be entitled only to such retirement benefits as the New York State legislature may determine, as set forth in the New York State Retirement and Social Security Law.

ARTICLE XX
EMPLOYEE DISCIPLINE

Section 1: All discipline of employees by the Town shall be for just cause. In the event that the Union does not believe that disciplinary action was for just cause, it shall have the right to file a grievance which shall be processed pursuant to the terms of the Grievance Procedure of this contract.

ARTICLE XXI
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Any claim that the terms of this Agreement have been violated shall be a grievance and shall be processed as follows:

- A. By the employee(s) or the Shop Steward filing said grievance with the Superintendent of the respective department within thirty (30) calendar days of when the grievance arose or could have been reasonably discovered by the employee(s), whichever is later.
- B. If the grievance is not settled in Step "A" within ten (10) days, then the Union shall have the right to refer the grievance in writing to the Superintendent of the respective department.
- C. If the matter is not settled in Step "B" within ten (10) days, then the Union shall have the right to refer the grievance in writing to the Town Supervisor.
- D. Town-Union or Union-Town grievances may be entered in writing directly at Step "C".
- E. If the grievance is not then settled within ten (10) days, either party may, within (10) days after receipt of the written answer, refer the matter to binding arbitration by an arbitrator, to be mutually agreed upon. If the parties are unable to agree on the impartial arbitrator within ten (10) days, the American Arbitration Association shall designate an arbitrator in accordance with its rules.
- F. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.
- G. The Town and Union shall bear equally the arbitrator's fees and expenses, if any.

ARTICLE XXII
NO STRIKE - NO LOCKOUT

Section 1: The Union will not engage in a strike or cause, instigate, encourage or condone a strike as provided in Section 210 of the Public Employee's Fair Employment Act, nor will the Employer engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XXIII
LEGISLATIVE APPROVAL

Section 1: 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, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIV
TERM

Section 1: This contract shall be for a period of six (6) years beginning January 1, 2003 and expiring on December 31, 2008.

FOR LOCAL 456, I.B.T.

By: Edward Doyle, Jr. Date: 6/15/07
Edward Doyle, Jr., President

By: John P. Henry Date: 6/15/07
John Henry, Representative

By: Michael Rosafort Date: 6/15/07
Michael Rosafort, Shop Steward

FOR THE TOWN OF BEDFORD

By: Lee V.A. Roberts Date: 6/15/07
Lee Roberts, Supervisor

SCHEDULE "A"

WAGES

WAGES (2088 Hours)

RECREATION DEPARTMENT	2003	2004	2005	2006	2007	2008
Assistant Recreation Foreman	\$60,779	\$63,134	\$65,344	\$67,631	\$70,167	\$72,798
Park Maintenance (MEO)	\$55,538	\$57,690	\$59,709	\$61,799	\$64,116	\$66,520
Park Maintenance	\$52,052	\$54,069	\$55,961	\$57,920	\$60,092	\$62,345
Recreation Program Maintenance	\$52,052	\$54,069	\$55,961	\$57,920	\$60,092	\$62,345
Auto Mechanic	\$60,779	\$63,134	\$65,344	\$67,631	\$70,167	\$72,798
Caretaker	\$49,338	\$51,250	\$53,044	\$54,901	\$56,960	\$59,096
Head Caretaker	\$55,338	\$57,690	\$59,709	\$61,799	\$64,116	\$66,520

CUSTODIAN	2003	2004	2005	2006	2007	2008
Head Custodian		\$57,690	\$59,709	\$61,799	\$64,116	\$66,520
Staff Custodian	\$49,337	\$51,250	\$53,044	\$54,901	\$56,960	\$59,096

SCHEDULE "A" (cont'd).

WAGES (2088 Hours)

HIGHWAY DEPARTMENT	2003	2004	2005	2006	2007	2008
Road Maintenance Foreman	\$65,724	\$68,271	\$70,660	\$73,133	\$75,875	\$78,720
Head Mechanic	\$63,252	\$65,703	\$68,003	\$70,383	\$73,022	\$75,760
Assistant Road Maintenance Foreman	\$60,779	\$63,134	\$65,344	\$67,631	\$70,167	\$72,798
Auto Mechanic Maintenance Mechanic (Repair)	\$60,779	\$63,134	\$65,344	\$67,631	\$70,167	\$72,798
Traffic and Parking Lead Maintenance Mechanic (Repair)	\$59,049	\$61,337	\$63,484	\$65,706	\$68,170	\$70,726
Assistant Auto Mechanic	\$57,416	\$59,641	\$61,728	\$63,888	\$66,284	\$68,770
Heavy Motor Equipment Operator	\$57,416	\$59,641	\$61,728	\$63,888	\$66,284	\$68,770
Motor Equipment Operator	\$55,538	\$57,690	\$59,709	\$61,799	\$64,116	\$66,520
Laborer	\$49,338	\$51,250	\$53,044	\$54,901	\$56,960	\$59,096

WATER DEPARTMENT	2003	2004	2005	2006	2007	2008
Assistant Water Maintenance Foreman	\$60,779	\$63,134	\$65,344	\$67,631	\$70,167	\$72,798
Water Maintenance Man Grade I	\$55,538	\$57,690	\$59,709	\$61,799	\$64,116	\$66,520
Water Maintenance Man Grade II	\$52,052	\$54,069	\$55,961	\$57,920	\$60,092	\$62,345

APPENDIX "C" ⁽¹⁾
ALTERNATE M.E.B.C.O.
(Deleted effective January 1, 2006)

C-1

BENEFIT	ALTERNATE
Maximum Annual Deductible \$265.00 – Spouse	\$265.00 – Individual \$265.00 – All Children
Maximum Annual Deductible Out-of-Pocket Cost	\$1,375.00 per year
Maximum PPO Copay	\$12.00 – service \$24.00 max./visit
Rx Drug Plan	Mandatory Generic - \$12.00 copay
Mail Order Drug Plan	90 day supply; \$12.00 copay
Hospital Emergency Treatment	\$25.00 Maximum
In Patient Mental Health In Network	All Out-of-Network
Out-of-Network	120 days paid in full; additional days under Major Medical max. of \$450/day
Proprietary Hospital (for profit i.e., Four Winds)	120 days \$450/day
Out Patient Mental Health In Network	No charge if see PPO provider
Out-of-Network	Crisis intervention up to \$60/visit for 3 visits; no deductible or co-insurance
Other Out Patient Visits	1 to 10 - \$48 paid 11 to 30 - \$40 paid Over 30 - \$30 paid
In Patient Substance Abuse In Network	All Out-of-Network
Out-of-Network	Detox paid in full for 49 days @ Acute General Hospital; 3 stays/lifetime

APPENDIX "C" ⁽¹⁾
ALTERNATE M.E.B.C.O.
(Deleted effective January 1, 2006)

C-2

BENEFIT	ALTERNATE
Out-Patient Substance Abuse Network	All Out-of-Network
Out-of-Network	60 visits/yr. at approved facility: \$8.00 copay each
Routine Physical Network	\$12/24 Maximum copay
Out-of-Network	If 50 yrs. old: \$100 for you \$50 for spouse annually
Durable Medical Equipment	Through MEBCO Provider, no copay
Major Medical Lifetime Maximum	\$1,000,000. Per Person

The lifetime Maximum of the Major Medical portion of your Medical Expense Benefits is \$1,000,000. (again, for each of you).

If \$1,000,000. or more of such benefits has been paid on your behalf under the Major Medical portion of this Plan, you may reinstate your full \$1,000,000.00 lifetime maximum. This can be done by furnishing, at your own expense, evidence of your good health acceptable to POMCO. Reinstatement of maximum benefits may be requested, and the required evidence submitted, at any time prior to the Employee's retirement.

⁽¹⁾ Replaced with N.Y.S.H.I.P. (C.O.R.E., plus enhancements) Plan Booklet effective January 1, 2006

APPENDIX "D"

D-1

Effective January 1, 2006, the parties agree to provide for an optional buy-out of health insurance coverage by an employee of the bargaining unit. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan, may notify the Town on the "Request to Decline And Waive Health Insurance Coverage" form attached hereto and made a part of Appendix "D", that he/she is selecting to decline and waive the health insurance coverage provided by the Town, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance coverage as provided above, shall be compensated at fifty percent (50%) of the premium rate in effect, payable in the first payroll at the end of each calendar quarter, for the period of time the employee declines and waives health insurance coverage provided by the Town.

It is further agreed and understood by and between the parties, that any employee who elects to receive the buy-out fee shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Town, he/she is required to provide written notice to the Town on the 'Request to Resume Health Insurance Coverage' form attached hereto and made a part of Appendix "D", that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the Town. The parties recognize and agree that the effective date of the employee's re-establishment of health insurance coverage by the Town shall be at the earliest possible date as provided by the plan. The Town agrees to notify the plan upon notice by the employee to them, of that employee's decision to re-establish health insurance coverage through the Town.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The Town shall be responsible for providing the form(s) to the employee that are attached hereto and made a part of Appendix "D" and this agreement and shall be used as set forth herein.

**TOWN OF BEDFORD
REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE**

1. I, _____, hereby request a decline and waiver of health insurance coverage provided by the Town for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Town health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: _____

Coverage provided by or through:
(Name of organization or employers) _____

Subscriber Number: _____

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Town provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form to 'Request to Resume Health Insurance Coverage', and to re-establish Town provided health insurance coverage and that the effective date for resumption of Town provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Town as to the health insurance carrier. I hereby acknowledge that I have been advised by the Town as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.

3. I understand and agree that I will be compensated by the Town for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement detailing this area between Local 456, I.B.T. and the Town.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Town to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Town the necessary form to re-establish the health insurance coverage provided by the Town in accordance with the requirements of the Town's health insurance carrier. The effective date of re-establishment of my health insurance is subject to the rules and regulations of the Town's health insurance carrier. Upon resumption of my health insurance coverage through the Town, the compensation I have received in connection with waiver of health insurance coverage, shall cease in accordance with the terms of the collective bargaining agreement by and between Local 456, I.B.T. and the Town.

Date: _____

Employee Signature: _____ Print Name: _____

Town of Bedford Agent: _____ Print Name: _____

cc: Shop Steward, Local 456, I.B.T.
Local 456, I.B.T.
160 South Central Avenue
Elmsford, NY 10523

**TOWN OF BEDFORD
REQUEST TO REINSTATE HEALTH INSURANCE COVERAGE**

1. I, _____, hereby request to re-establish Town provided health insurance which I had previously received from the Town. I have attached a completed 'New York State Health Insurance Transaction Form' which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of Town provided health insurance coverage is subject to and conditioned on the requirements of the Town's health insurance carrier.

3. I understand and agree that the compensation which I have received in connection with the previously executed 'Request to Decline and Waive Health Insurance Coverage' will be terminated upon re-establishment of Town provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement by and between Local 456, I.B.T. and the Town.

Date: _____

Employee Signature: _____ Print Name: _____

Accepted For the Town of Bedford:

Town Agent: _____ Print Name: _____

cc: Shop Steward, Local 456, I.B.T.
Local 456, I.B.T.
160 South Central Avenue
Elmsford, NY 10523

**MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF BEDFORD
AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 456 (BLUE-COLLAR UNIT)**

It is hereby agreed by and between the bargaining team for the Town of Bedford (hereinafter the "Town") and the bargaining team for the International Brotherhood of Teamsters, Local 456 (Blue Collar Unit) (hereinafter "Union") that, subject to ratification by the membership of the Union and the membership of the Town Board of the Town of Bedford, the following shall constitute the terms of the successor to the 2003-2008 Collective Bargaining Agreement between the parties.

1. The duration of the contract will be from January 1, 2009 through December 31, 2009.
2. (a) The salary for all bargaining unit members as of December 31, 2008 shall remain unchanged for the period January 1, 2009 to December 31, 2009 except as provided in 2(b) below.
(b) Bargaining unit members who are entitled to an increase in longevity shall be entitled to such increase in the first pay period following their anniversary date.
3. The Town agrees that there shall be no lay-off of any bargaining unit member during the period January 1, 2009 to December 31, 2009.
4. Amend Article XIII to add a new subparagraph 4 as follows: "Effective December 31, 2009 should the Town eliminate positions within the bargaining unit resulting in the loss of employment of a bargaining unit member, all such lay-offs shall begin with the least senior bargaining unit member within the Department of the position abolished, regardless of the position of the least senior person in the Department, using seniority as defined in this Article."
5. The Union and the Town agreed that if any other bargaining unit within the Town that is recognized or certified by the Public Employment Relations Board receives a salary increase from the Town in fiscal year 2009, the Union shall have the right to reopen for negotiations to discuss annual salaries for this bargaining unit.
6. Unless otherwise modified by this Agreement, all other terms and conditions of employment contained in the 2003-2008 collective bargaining agreement shall remain in effect.

Dated: December 15, 2009

For the Town:

Lec V.A. Roberts
Lec V.A. Roberts, Supervisor

For the Union:

Edward Doyle, Jr.
Edward Doyle, Jr., President

John P. Henry
Labor Relations Consultant

MEMORANDUM OF AGREEMENT

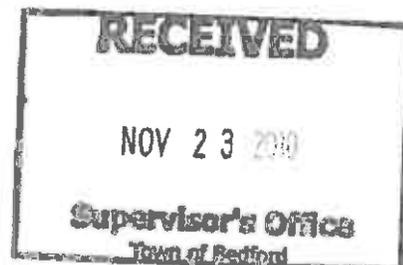
IT IS HEREBY AGREED, by and between the bargaining team for the Town of Bedford ("Town") and the bargaining team for the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 456, I.B.T., Blue Collar Unit ("Union") that, subject to the ratification by the Town 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 4th. 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. B...
James Gallagher

FOR THE UNION BARGAINING TEAM

...
R. S. ...
Michael Bor...
John P. Henry
...

**MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF BEDFORD
AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 456 (BLUE COLLAR UNIT)**

It is hereby agreed by and between the bargaining team for the Town of Bedford (hereinafter the "Town") and the bargaining team for the International Brotherhood of Teamsters, Local 456 (Blue Collar Unit) (hereinafter "Union") that, subject to ratification by the membership of the Union and the membership of the Town Board of the Town of Bedford, the following shall constitute the terms of the successor to the 2003-2008 Collective Bargaining Agreement between the parties.

1. The duration of the contract will be from January 1, 2009 through December 31, 2009.

2. (a) The salary for all bargaining unit members as of December 31, 2008 shall remain unchanged for the period January 1, 2009 to December 31, 2009 except as provided in 2(b) below.

(b) Bargaining unit members who are entitled to an increase in longevity shall be entitled to such increase in the first pay period following their anniversary date.

3. The Town agrees that there shall be no lay-off of any bargaining unit member during the period January 1, 2009 to December 31, 2009.

4. Amend Article XIII to add a new subparagraph 4 as follows: "Effective December 31, 2009 should the Town eliminate positions within the bargaining unit resulting in the loss of employment of a bargaining unit member, all such lay-offs shall begin with the least senior bargaining unit member within the Department of the position abolished, regardless of the position of the least senior person in the Department, using seniority as defined in this Article."

5. The Union and the Town agreed that if any other bargaining unit within the Town that is recognized or certified by the Public Employment Relations Board receives a salary increase from the Town in fiscal year 2009, the Union shall have the right to reopen for negotiations to discuss annual salaries for this bargaining unit.

6. Unless otherwise modified by this Agreement, all other terms and conditions of employment contained in the 2003-2008 collective bargaining agreement shall remain in effect.

Dated: December 15, 2009

For the Town:

Lee V.A. Roberts
Lee V.A. Roberts, Supervisor

For the Union:

Edward Doyle
Edward Doyle, Sr., President

John P. Henry
Labor Relations Consultant

MEMORANDUM OF AGREEMENT

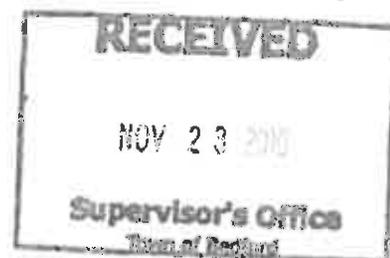
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1. Term of Agreement: January 1, 2010 to December 31, 2011. All terms of the 2009 Collective Bargaining Agreement, as reflected in a Memorandum of Agreement dated December 15, 2009, except as modified hereafter, shall constitute the terms and conditions 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 4th. 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.

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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

~~Paul V. A. Bruno~~
James Gallagher

FOR THE UNION BARGAINING TEAM

~~Paul R. [unclear]~~
R. S. [unclear]
Michael [unclear]
John P. [unclear]
[unclear]
