

**THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND
PARTICIPATION AGREEMENT**

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full time, part time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) **Co.#7423 Non-Bargaining and Teamsters Local Union 182**

<i>Rates of Contribution</i>	<i>Daily or Hourly</i>	<i>Weekly</i>	<i>Contract Type</i>
Effective	10/01/2008	See Attached	<input type="checkbox"/> UPS
Effective	01/01/2009	See Attached	<input type="checkbox"/> FREIGHT-National
Effective	01/01/2010	See Attached	<input type="checkbox"/> FREIGHT-Area
Effective			<input type="checkbox"/> CONSTRUCTION
Effective			<input type="checkbox"/> MUNICIPAL
			<input checked="" type="checkbox"/> <i>Other (Specify): xxxxxhere</i>

Covered Employees: Bargaining Non-Bargaining **Non-Bargaining**

Contributions rates are effective each January subsequent to the initial date of this Participation Agreement.

Contributions begin on all employees from the first hour of the first day of employment.

Select one in each category below:

- (i) **Rates:** Component Rate with Addendum/Selection Form Composite Rate (see above)
- (ii) **Benefits:** Highest Options (All Benefits) Alternate Benefit Plans (Per Attached Selection Form)

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip, divided by 9 equals days credited per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office **on or before the tenth (10th) day of the month following the month in which said monies were accrued**, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

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

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

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

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

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

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

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

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

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of **four (4)** weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than [**52**] weeks.

#7423

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

11. **This Participation Agreement shall become effective** as of the date of execution hereof and the payments above provided shall be payable from and after [October 1, 2008], **and expire on** [September 30, 2010]. This agreement shall continue in full force and effect for the same term as the Collective Bargaining Agreement. A new Participation Agreement must be signed and submitted for each subsequent Collective Bargaining Agreement.

Effective Date of Collective Bargaining Agreement: [N/A].

Expiration Date of Collective Bargaining Agreement: [N/A].

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

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

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

	Co.# 7423 Non-Bargaining /	
LOCAL UNION #	182	EMPLOYER
ADDRESS:	<u>5 Rutger Park,</u>	<u>Town of New Hartford</u>
	<u>Utica, NY 13501</u>	ADDRESS:
		<u>48 Genesee Street</u>
		<u>New Hartford, NY 13413</u>
SIGNATURE:	<u><i>Kelli Grimaldi Vance</i></u>	SIGNATURE:
		<u><i>Earle Reed</i></u>
PRINT NAME:	<u>Kelli Grimaldi Vance</u>	PRINT NAME:
PRINT TITLE:	<u>Business Agent</u>	<u>Earle Reed</u>
DATE:	<u>9/22/08</u>	PRINT TITLE:
		<u>Town Supervisor</u>
		DATE:
		<u>9/30/08</u>

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

SIGNATURE: *[Signature]* **DATE:** 10/10/08
EXECUTIVE ADMINISTRATOR

LOCAL UNION # 182 ▶ 5 RUTGER PARK ▶ UTICA, NY 13501

EMPLOYER: TOWN OF NEW HARTFORD

ADDENDUM

Section 1 (C) continued:

(Complete the following for Component Rates Only)

EFFECTIVE DATE	SINGLE		2 PERSON		FAMILY	
	DAILY	WEEKLY	DAILY	WEEKLY	DAILY	WEEKLY
10/01/2008	\$29.14	\$116.55	\$55.36	\$221.45	\$75.04	\$300.15
01/01/2009	\$32.90	\$131.60	\$62.80	\$251.20	\$85.25	\$341.00
01/01/2010	\$37.18	\$148.70	\$70.78	\$283.10	\$95.98	\$383.90

The contribution rate payable for each covered employee is based on the employee's status on Monday of each contribution week. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

NOTE: Attach a separate selection form for each year shown above under the Alternate Benefit Plan Option.

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND**

BENEFIT SELECTION FORM

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

For period beginning: October 1, 2008 Co.#7423

BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE		
		SINGLE	2-PERSON	FAMILY
MEDICAL AND RX PLAN - REQUIRED	Supreme	\$93.20	\$186.30	\$256.10
DENTAL - OPTIONAL	Option 1	\$9.80	\$19.70	\$27.10
VISION - OPTIONAL	Yes	\$2.00	\$3.90	\$5.40
DISABILITY - OPTIONAL	Option 1	\$5.10	\$5.10	\$5.10
DEATH/AD&D - OPTIONAL	Option 1	\$3.00	\$3.00	\$3.00
LEGAL - OPTIONAL	Yes	\$3.45	\$3.45	\$3.45
TOTAL WEEKLY RATE		\$116.55	\$221.45	\$300.15

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

Non-Bargaining Units (see list attached)

LOCAL **182**
 UNION #
 ADDRESS: 5 Rutger Park,
Utica, NY 13501

EMPLOYER **Town of New Hartford**
 NAME
 ADDRESS: 48 Genesee Street
New Hartford, NY 13413

SIGNATURE: *Kelli Grimaldi Vance*

SIGNATURE: *Earle Reed*

PRINT NAME: Kelli Grimaldi Vance
 PRINT TITLE: Business Agent
 DATE: 9/22/08

PRINT NAME: Earle Reed
 PRINT TITLE: Town Supervisor
 DATE: 9/30/08

Approved for the Board of Trustees by _____
 Executive Administrator

Date: *10/01/08*

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND**

BENEFIT SELECTION FORM

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

For period beginning: January 1, 2009 Co.#7423

BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE		
		SINGLE ¹	2-PERSON	FAMILY
MEDICAL AND RX PLAN - REQUIRED	Supreme	\$107.20	\$214.20	\$294.50
DENTAL - OPTIONAL	Option 1	\$10.50	\$21.10	\$29.00
VISION - OPTIONAL	Yes	\$2.10	\$4.10	\$5.70
DISABILITY - OPTIONAL	Option 1	\$5.30	\$5.30	\$5.30
DEATH/AD&D - OPTIONAL	Option 1	\$3.00	\$3.00	\$3.00
LEGAL - OPTIONAL	Yes	\$3.50	\$3.50	\$3.50
TOTAL WEEKLY RATE		\$131.60	\$251.20	\$341.00

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

Non-Bargaining Units (see list attached)

LOCAL **182**
UNION #
ADDRESS: 5 Rutger Park,
Utica, NY 13501

EMPLOYER **Town of New Hartford**
NAME
ADDRESS: 48 Genesee Street
New Hartford, NY 13413

SIGNATURE: *Kelli Grimaldi Vance*

SIGNATURE: *Earle Reed*

PRINT NAME: Kelli Grimaldi Vance
PRINT TITLE: Business Agent
DATE: 9/22/08

PRINT NAME: Earle Reed
PRINT TITLE: Town Supervisor
DATE: 9/30/08

Approved for the Board of Trustees by _____

Executive Administrator

Date: *10/15/08*

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND**

BENEFIT SELECTION FORM

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

For period beginning: January 1, 2010 Co.#7423

BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE		
		SINGLE	2-PERSON	FAMILY
MEDICAL AND RX PLAN - REQUIRED	Supreme	\$123.30	\$246.30	\$338.70
DENTAL - OPTIONAL	Option 1	\$11.20	\$22.60	\$31.00
VISION - OPTIONAL	Yes	\$2.20	\$2.20	\$2.20
DISABILITY - OPTIONAL	Option 1	\$5.50	\$5.50	\$5.50
DEATH/AD&D - OPTIONAL	Option 1	\$3.00	\$3.00	\$3.00
LEGAL - OPTIONAL	Yes	\$3.50	\$3.50	\$3.50
TOTAL WEEKLY RATE		\$148.70	\$283.10	\$383.90

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

LOCAL UNION # 182
 ADDRESS: 5 Rutger Park, Utica, NY 13501

Non-Bargaining Units (see list attached)
 EMPLOYER NAME Town of New Hartford
 ADDRESS: 48 Genesee Street New Hartford, NY 13413

SIGNATURE: Kelli Grimaldi Vance

SIGNATURE: Earle Reed

PRINT NAME: Kelli Grimaldi Vance
 PRINT TITLE: Business Agent
 DATE: 9/22/08

PRINT NAME: Earle Reed
 PRINT TITLE: Town Supervisor
 DATE: 9/30/08

Approved for the Board of Trustees by _____
 Executive Administrator

Date: 10/6/08

Amended

**THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND
PARTICIPATION AGREEMENT**

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full time, part time, casual this rule or any or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) **Town of New Hartford / Non-Bargaining ** (see List)**
and Teamsters Local Union 182**

<i>Rates of Contribution</i>	<i>Daily or Hourly</i>	<i>Weekly</i>	<i>Contract Type</i>
Effective 10/01/2005		See Attached	<input type="checkbox"/> UPS
Effective 01/01/2006		See Attached	<input type="checkbox"/> FREIGHT-National
Effective 01/01/2007		See Attached	<input type="checkbox"/> FREIGHT-Area
Effective 01/01/2008		See Attached	<input type="checkbox"/> CONSTRUCTION
Effective			<input checked="" type="checkbox"/> <i>Other (Specify):</i>

Contributions begin on all employees from the first hour of the first day of employment.

Select one in each category below:

- (i) **Covered Employees:** Bargaining Non-Bargaining **** See List – Last Page****
- (ii) **Rates:** Component Rate with Addendum/Selection Form Composite Rate (see above)
- (iii) **Benefits:** Highest Options (All Benefits) Alternate Benefit Plans (Per Attached Selection Form)

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip, divided by 9 equals days credited per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is

notified in writing by the Fund that it is delinquent, the employer must immediately reimburse the delinquent amount to the Fund. After said reimbursement, the employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

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

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

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

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

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

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

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of **four (4)** weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than [**52**] weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by said Trustees against any claimant, applicant, employee, participant, local the Union or the Employer pertaining to the Fund in any manner, shall

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be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to arbitration proceedings, all such arbitrations shall be initiated in the Syracuse, New York regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

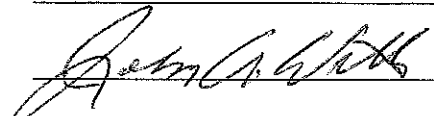
11. **This Participation Agreement shall become effective** as of the date of execution hereof and the payments above provided shall be payable from and after [October 1, 2005], **and expire on** [September 30, 2008]. This agreement shall continue in full force and effect for the same term as the Collective Bargaining Agreement. A new Participation Agreement must be signed and submitted for each subsequent Collective Bargaining Agreement.


Effective Date of Collective Bargaining Agreement: [October 1, 2005]. **Expiration Date of Collective Bargaining Agreement:** [September 30, 2008].

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.


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

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION # 182
ADDRESS: 5 Rutger Park,
Utica, NY 13501
SIGNATURE: 
PRINT NAME: John A. Wilk
PRINT TITLE: President/Business Agent
DATE: 12/13/05

EMPLOYER Town of New Hartford
48 Genesee Street
New Hartford, NY 13413
SIGNATURE: 
PRINT NAME: Ralph Humphreys
PRINT TITLE: Town Supervisor
DATE: 12-13-05

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

SIGNATURE:  **DATE:** 12/20/05
EXECUTIVE ADMINISTRATOR

LOCAL UNION # 182 ► 5 RUTGER PARK ► UTICA, NY 13501

EMPLOYER: **TOWN OF NEW HARTFORD**
Non-Bargaining Units as noted below

ADDENDUM

Section 1 (C) continued:

(Complete the following for Component Rates Only)

EFFECTIVE DATE	SINGLE		2 PERSON		FAMILY	
	DAILY	WEEKLY	DAILY	WEEKLY	DAILY	WEEKLY
10/1/2005	19.63	78.50	38.15	152.60	53.68	214.70
1/1/2006	22.60	90.40	43.78	175.10	57.95	231.80
1/1/2007	25.86	103.45	48.89	195.55	66.14	264.55
1/1/2008	29.14	116.55	55.36	221.45	75.04	300.15

The contribution rate payable for each covered employee is based on the employee's status on Monday of each contribution week. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

Non-Bargaining Units

Town Clerk	Deputy Registrar of Vital Stat	Parks Dept
Dir of Recreational Programs	Town Court Justices	Animal Control Officer
Sr. Acct. Clerk Typist (Police)	Senior Clerk (Police)	Senior Typist (Police)
Bookkeeper	Account Clerks	Personnel Assistant
Town Engineer	Highway Superintendent	Deputy Highway Superintendent
Codes Enforcement Dept	Assessors Dept	Planner
Senior Citizen Center Coord.	Public Safety Telecom. Supvr	Deputy Town Clerk I and II
Clerks – Town Justice		Town Tax Collector

NOTE: Attach a separate selection form for each year shown above under the Alternate Benefit Plan Option.

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND**

BENEFIT SELECTION FORM

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

For period beginning: October 1, 2005

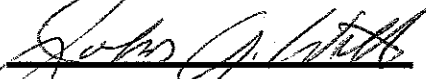
BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE		
		SINGLE	2-PERSON	FAMILY
MEDICAL AND RX PLAN - REQUIRED	Supreme	\$58.60	\$122.90	\$176.80
DENTAL - OPTIONAL	Option 1	\$7.40	\$15.40	\$22.10
VISION - OPTIONAL	Yes	\$1.60	\$3.40	\$4.90
DISABILITY - OPTIONAL	Option 1	\$4.50	\$4.50	\$4.50
DEATH/AD&D - OPTIONAL	Option 1	\$3.00	\$3.00	\$3.00
LEGAL - OPTIONAL	Yes	\$3.40	\$3.40	\$3.40
TOTAL WEEKLY RATE		\$78.50	\$152.60	\$214.70

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

Non-Bargaining Units (see list attached)

LOCAL UNION # **182**
ADDRESS: 5 Rutger Park,
Utica, NY 13501

EMPLOYER NAME **Town of New Hartford**
ADDRESS: 48 Genesee Street
New Hartford, NY 13413


SIGNATURE: 

SIGNATURE: 

PRINT NAME: John A. Wilk
PRINT TITLE: President/B.A.
DATE: 12/13/05

PRINT NAME: Ralph Humphreys
PRINT TITLE: Town Supervisor
DATE: _____

Approved for the Board of Trustees by 
Executive Administrator

Date: 12/21/05 

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND**

BENEFIT SELECTION FORM

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

For period beginning: January 1, 2006

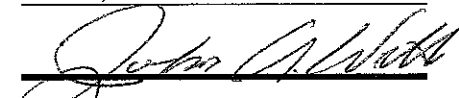
BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE		
		SINGLE	2-PERSON	FAMILY
MEDICAL AND RX PLAN - REQUIRED	Supreme	\$69.10	\$143.00	\$192.30
DENTAL - OPTIONAL	Option 1	\$8.50	\$17.40	\$23.50
VISION - OPTIONAL	Yes	\$1.70	\$3.60	\$4.90
DISABILITY - OPTIONAL	Option 1	\$4.70	\$4.70	\$4.70
DEATH/AD&D - OPTIONAL	Option 1	\$3.00	\$3.00	\$3.00
LEGAL - OPTIONAL	Yes	\$3.40	\$3.40	\$3.40
TOTAL WEEKLY RATE		\$90.40	\$175.10	\$231.80


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

Non-Bargaining Units (see list attached)


LOCAL UNION # **182**
 ADDRESS: 5 Rutger Park,
Utica, NY 13501

EMPLOYER NAME **Town of New Hartford**
 ADDRESS: 48 Genesee Street
New Hartford, NY 13413

SIGNATURE: 
 PRINT NAME: John A. Wilk
 PRINT TITLE: President/B.A.
 DATE: 12/13/05

SIGNATURE: 
 PRINT NAME: Ralph Humphreys
 PRINT TITLE: Town Supervisor
 DATE: _____

Approved for the Board of Trustees by 
 Executive Administrator

Date: 12/21/05 

**NEW YORK STATE TEAMSTERS COUNCIL
HEALTH AND HOSPITAL FUND**

BENEFIT SELECTION FORM

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

For period beginning: January 1, 2007


BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE		
		SINGLE	2-PERSON	FAMILY
MEDICAL AND RX PLAN - REQUIRED	Supreme	\$81.00	\$162.00	\$222.70
DENTAL - OPTIONAL	Option 1	\$9.20	\$18.40	\$25.30
VISION - OPTIONAL	Yes	\$1.90	\$3.80	\$5.20
DISABILITY - OPTIONAL	Option 1	\$4.90	\$4.90	\$4.90
DEATH/AD&D - OPTIONAL	Option 1	\$3.00	\$3.00	\$3.00
LEGAL - OPTIONAL	Yes	\$3.45	\$3.45	\$3.45
TOTAL WEEKLY RATE		\$103.45	\$195.55	\$264.55

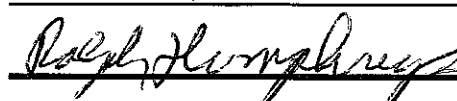
By signature below the parties signify their agreement to the Benefit Options selected.

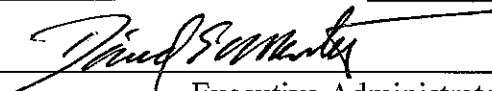
Non-Bargaining Units (see list attached)

LOCAL UNION # **182**
 ADDRESS: 5 Rutger Park,
Utica, NY 13501

EMPLOYER NAME **Town of New Hartford**
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New Hartford, NY 13413

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For period beginning: January 1, 2008

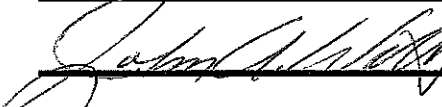
BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE		
		SINGLE	2-PERSON	FAMILY
MEDICAL AND RX PLAN - REQUIRED	Supreme	\$93.20	\$186.30	\$256.10
DENTAL - OPTIONAL	Option 1	\$9.80	\$19.70	\$27.10
VISION - OPTIONAL	Yes	\$2.00	\$3.90	\$5.40
DISABILITY - OPTIONAL	Option 1	\$5.10	\$5.10	\$5.10
DEATH/AD&D - OPTIONAL	Option 1	\$3.00	\$3.00	\$3.00
LEGAL - OPTIONAL	Yes	\$3.45	\$3.45	\$3.45
TOTAL WEEKLY RATE		\$116.55	\$221.45	\$300.15

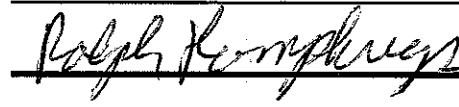
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Non-Bargaining Units (see list attached)

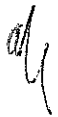
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**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS
LOCAL UNION 182**

Main Office:
5 Rutger Park
Utica, NY 13501-3095
(315) 724-3111 FAX (315) 724-6481

Syracuse Office:
2501 James Street, Suite 106
Syracuse, NY 13206
(315) 437-6849 FAX (315) 437-6358

E-mail: info@teamsters182.com

John A. Wilk, President December 19, 2005
Principal Officer / B.A.

Shannon McCarthy Primarolo
Secretary-Treasurer/B.A.

Garry F. Colarusso
Vice President/B.A.

Lorraine A. Laurino
Recording Secretary

Ms. Kris Hunsicker
Finance Analyst
New York State Teamsters Council
Health and Hospital Fund
PO Box 4928
Syracuse, NY 13221-4928

Trustees

Scott P. Kelley
David G. Mishlanie
James V. Sardino, Jr.

Re: Participation Agreement (Health & Hospital)
Non-Bargaining Units Town of New Hartford

Effective October 1, 2005 and expiring September 30, 2008


Business Agents

Bruce Hairston
Dan P. Olivadoti

Dear Ms. Hunsicker:

I have enclosed a fully executed original Participation Agreement, which was amended per the request of Ralph Humphreys to remove the *Town Council Members* and the *Town Supervisor* from participation in the New York State Teamsters Council Health and Hospital Fund plan, effective January 1, 2006, for Fund Office approval.

Sincerely,


John A. Wilk
President/B.A.

JAW/pmd
Enclosure

cc: David Menter, Fund Administrator

Tn of New Hartford (Non-Bargaining Groups)