

**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 Parks (Part Time) **Non-Bargaining and Teamsters Union, Local 182**

| <i>Rates of Contribution</i> | <i>Daily or Hourly</i> | <i>Weekly</i> | <i>Contract Type</i> |
|------------------------------|------------------------|---------------|---------------------------------------|
| Effective 01/01/2008 | See Attached | | [] UPS |
| Effective 01/01/2009 | See Attached | | [] FREIGHT-National |
| Effective 01/01/2010 | See Attached | | [] FREIGHT-Area |
| Effective | | | [] CONSTRUCTION |
| Effective | | | [xx] MUNICIPAL |
| | | | [] <i>Other (Specify): xxxxxhere</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 [xx] Non-Bargaining
- (ii) **Rates:** [xx] Component Rate with Addendum/Selection Form [] Composite Rate (see above)
- (iii) **Benefits:** [] Highest Options (All Benefits) [xx] 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 ^{preceding} 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

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 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 01/01/2008 and expire o 12/31/2010 .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: None .Expiration Date of Collective Bargaining Agreement None

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: *Kelli Grimaldi Vance*
PRINT NAME: Kelli Grimaldi Vance
PRINT TITLE: Business Agent
DATE: Jan 11, 2008

Part Time (Non-Bargaining Group)

EMPLOYER Town of New Hartford Parks
48 Genesee Street
New Hartford, NY 13413
SIGNATURE: *Earle C. Reed*
PRINT NAME: Earle C. Reed
PRINT TITLE: Town Supervisor
DATE: Jan 22, 2008

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:** 1/31/08
EXECUTIVE ADMINISTRATOR

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: January 1, 2008 to December 31, 2010


| EFFECTIVE | BENEFIT DESCRIPTION OR OPTION SELECTED | INITIAL MONTHLY RATE CONTRIBUTION | | |
|------------|--|-----------------------------------|----------|---------|
| | | SINGLE | 2-PERSON | FAMILY |
| 01/01/2008 | LEGAL PLAN | \$17.33 | \$17.33 | \$17.33 |
| 01/01/2009 | LEGAL PLAN | \$17.33 | \$17.33 | \$17.33 |
| 01/01/2010 | LEGAL PLAN | \$17.33 | \$17.33 | \$17.33 |
| | LEGAL PLAN | | | |

By signature below, the parties signify their agreement to the Benefit Options selected.
FOR THE PART TIME / NON BARGAINING EMPLOYEES

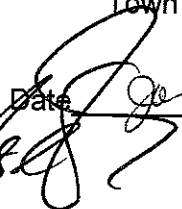
Teamsters Union, Local 182
5 Rutger Park
Utica, NY 13501

COMPANY
Town of New Hartford Parks
48 Genesee Street
New Hartford, NY 13413


Name Kelli Grimaldi Vance
Business Agent


Name: Earle C. Reed
Town Supervisor

Date Jan 11, 2008

Date Jan. 22, 2008


Approved for the Board of Trustees by _____
Executive Administrator

Date: 1/31/08