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#### **Contract Database Metadata Elements**

Title: **Louisville, Town of and Town of Louisville Highway Department Unit, International Brotherhood of Teamsters (IBT) Local 687 (2003)**

Employer Name: **Louisville, Town of**

Union: **Town of Louisville Highway Department Unit, International Brotherhood of Teamsters (IBT)**

Local: **687**

Effective Date: **01/01/03**

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

PERB ID Number: **7823**

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5-6/15/04

ORIGINAL

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7823

ARTICLES OF AGREEMENT

by and between

TEAMSTERS LOCAL 687

14 Elm Street  
Potsdam, New York 13676

and

TOWN OF LOUISVILLE

Route 1  
Massena, New York 13662

EFFECTIVE: 1/1/2003

EXPIRATION: 12/31/2005

**RECEIVED**

APR 21 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

J

PREAMBLE;

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY AND BETWEEN THE TOWN OF LOUISVILLE (HEREINAFTER CALLED THE  
"EMPLOYER") AND TEAMSTERS LOCAL UNION NO. 687, AFFILIATED WITH THE IN-  
TERNATIONAL BROTHERHOOD OF TEAMSTERS (HEREINAFTER CALLED THE "UNION").

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its  
Town Highway Department employees in work classifications covered by  
this Agreement for the purposes of collective bargaining.

ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE

If any Article or Section of this Agreement, or any Riders thereto,  
should be held invalid by operation of law or by any tribunal of compe-  
tent jurisdiction, or if compliance with or enforcement of any Article  
or Section should be restrained by such tribunal, pending a final deter-  
mination as to its validity, the remainder of this Agreement and of any  
Rider thereto, or the application of such Article or Section to persons  
or circumstances other than those to which it has been restrained, shall  
not be affected thereby. In the event any Article or Section is held  
invalid, or enforcement of or compliance with any has been restrained,  
the parties hereto shall enter into immediate collective bargaining ne-  
gotiations, upon the request of the Union, for the purpose of arriving  
at a mutually satisfactory replacement for such Article or Section dur-  
ing the period of invalidity or restraint.

ARTICLE 3: UNION SECURITY

3.1 The Union agrees to represent all the employees in the bargaining  
unit whether or not they are members of the Union. Any employee who is  
not a member of the Union must pay to the Union the amount of monthly  
dues paid by the Union members, as a condition of employment, but need  
not become a member of the Union.

3.2 A new employee may be discharged or disciplined in the sole dis-  
cretion of the Employer, and without recourse to the grievance and arbi-  
tration procedures, up to the time he has been placed on the seniority  
list in accordance with Article 6.

3.3 In the event the current laws are repealed or modified so as to  
permit greater Union security than is contained in this Agreement, the  
parties hereto agree to negotiate concerning amendments to this Agree-  
ment, in accordance with said changes.

ARTICLE 4:      INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of initiation fees and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 5:      BULLETIN BOARDS

The Employer agrees to provide a bulletin board to permit the Union to post notices and other material pertaining to the official business of the Union.

ARTICLE 6:      SENIORITY

6.1 The principles of seniority shall prevail at all times. In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee.

6.2 After working thirty (30) days, a new employee shall be placed on the regular seniority list as of his first day of work. In case of discipline within the thirty (120) day period, the employer shall notify the Union in writing.

6.3 The Employer shall furnish the Union a seniority list, upon the request of the Union, not more often than once every calendar year.

6.4 When the Town deems it appropriate to lay off any employees, probationary, temporary, and part-time employees shall be laid off before any full-time employees. The Employer shall layoff in accordance with seniority.

6.5 When the Town Highway Superintendent determines that over-time is necessary he will divide it equally among the employees.

ARTICLE 7:      JOB STEWARD

7.1 The Employer recognizes the right of the Union to designate a Steward.

7.2 The authority of the steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with provisions of Article 8 of this Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by, the Union, provided such messages and information

- 1) have been reduced to writing, or
- 2) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

7.3 The Employer recognizes these limitations upon the authority of the steward and shall not hold the Union liable for any unauthorized acts.

ARTICLE 8: ARBITRATION AND GRIEVANCE PROCEDURE

8.1 In the event that any difference or dispute should arise between the Employer and the Union, or its members employed by the Employer, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner:

- a) Between the aggrieved employee (with or without the steward) and the immediate supervisor. A written statement of the difference or dispute must be filed within forty-eight (48) hours of the incident giving rise to complaint. If no satisfactory agreement is reached within five (5) working days, then
- b) Between the Union Business Agent and the Employer. If no satisfactory agreement is reached within an additional five (5) working days, the following procedure shall apply:

8.2 **ARBITRATION:** If any grievance or dispute cannot be satisfactorily settled, the grievance shall be submitted by either party to the New York State Board of Mediation for final and binding decision. In the event the losing party fails to abide by the arbitrator's decision, or either party refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal recourse.

ARTICLE 9: DISCIPLINARY ACTION

9.1 The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Steward, and a copy mailed to the Union office as soon as reasonably possible, but not later than one (1) week from the time of the discharge or suspension.

9.2 Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

9.3 A discharged or suspended employee must advise the Union in writing within two (2) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within nine (9) days from the date of discharge or suspension.

9.4 Should it be proved that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure as set forth in this Agreement.

ARTICLE 10: PHYSICAL EXAMINATION

10.1 Physical, mental and/or other examinations required by a government body or the Employer if in the sole discretion and judgment of the Employer an employee is unable to adequately, safely and competently perform all of his duties in accordance with his job description. The Employer shall be required to pay for expenses of said physical examination to the extent not covered by any health insurance program that the employee may be covered by through his employment or from any other independent source.

10.2 The employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense. If the two physicians disagree, they shall mutually agree upon a third physician whose decision shall be final and binding. The expense of the third physician shall be equally divided between the Employer and the Union.

ARTICLE 11: MUTUAL INTEREST

The Union, as well as the employee members thereof, shall agree that they will at all times further the interest of the Employer as fully as it be in their power to do so.

ARTICLE 12: LEGISLATIVE ACTION

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 therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 13: NON-DISCRIMINATION CLAUSE

13.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age (between the years of 40 and 70), nor will they limit, segregate or classify employees in any way to deprive any individual of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 70).

13.2 The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union as long as it does not interfere with the employee's duties.

ARTICLE 14: EMPLOYEE OBLIGATION AND DECLARATION OF PLEDGE OF NO STRIKE POLICY

In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm a policy that it does not assert the right to strike against the Employer nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist or participate in a strike.

ARTICLE 15: RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS

15.1 The parties agree to conduct meetings for the purpose of collective bargaining during the period of one-hundred and twenty (120) days prior to any fiscal budget year for the purposes of attempting to mutually agree upon amendments to this Agreement.

15.2 The parties hereby agree that an impasse in such negotiations shall be identified by the failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget.

15.3 In the event of an impasse, the parties agree to submit the unresolved issues to the Public Employment Relations Board for mediation and/or factfinding. In the event the unresolved issues are not settled by mediation and/or factfinding, such issues shall be submitted to a Public Employees. Relations Board arbitrator for a final and binding decision.

ARTICLE 16: DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged, so that it cannot be used by other drivers.

ARTICLE 17: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE 18: HOLIDAYS

18.1 Employees shall be paid, as hereinafter provided, for: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Election Day and Christmas Day and one (1) floating holiday, provided they meet all of the following eligibility rules:

(a) The employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the employee received workmen's compensation; however, an employee not able to work because of proven sickness, death in immediate family or accident shall be entitled to Holiday pay.

(b) Employees who have been scheduled to work and do not report for work on the holiday are not eligible for holiday pay.

(c) Laid off and furloughed employees shall not be eligible for holiday pay.

18.2 Eligible employees shall receive eight (8) hours' pay for each holiday specified not worked at their regular straight time hourly wage rate.

18.3 Employees eligible for holiday pay who work on the holiday shall receive, in addition to holiday pay, time and one-half (1 1/2) for the hours actually worked.

18.4 When one of the above specified holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday or have an additional day of vacation.



ARTICLE 19: VACATIONS

19.1: All steady employees who have been in the employ of the Employer for a period of one (1) year shall receive one (1) week's vacation with pay at the regular weekly rate of forty (40) hours.

19.2: All steady employees who have been in the employ of the Employer for a period of three (3) years or more shall receive two (2) weeks vacation with pay at the regular weekly rate of forty (40) hours.

19.3: All steady employees who have been in the employ of the Employer for a period of ten (10) years or more shall receive three (3) weeks vacation with pay at the regular weekly rate of forty (40) hours.

19.4; All steady employees who have been in the Employer of the Employer for a period of twenty (20) years or more shall receive four (4) weeks vacation with pay at the regular weekly rate of forty (40) hours.

19.5: Vacation choice shall be by seniority with the use of a vacation with the use of a vacation calendar filled out not later than May 1 of each year. No more than one (1) employee can be on vacation at the same time unless mutually agreed by the Highway Superintendent and the Steward. A vacation may be changed once after April 1 as long as it does not interfere with another employee's vacation and with the approval of the Town Highway Superintendent.

19.6: An employee will receive vacation pay before going on vacation as long as it falls in the payroll period.

19.7: Employees working the winter plowing shifts shall earn one (1) hour of vacation time for each ten (10) hours of overtime worked.

ARTICLE 20: HEALTH AND HOSPITAL

20.1 Effective January 1, 2000 the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund the sums per addendum A for the years 2003 - \$150.25 per week; 2004 - \$161.25 per week; 2005 - \$177.00 per week; for each full time MEO employee and for each casual MEO employee.

If the family status changes, the employee may change election, at the time of change -- i.e. if the employee should marry, divorce, birth of a child, death of a spouse.

20.2 The Employer agrees to sign the standard participation agreement of the New York State Teamsters Council Health and Hospital Fund and by execution of this participation agreement it becomes an integral part of this labor agreement.

20.3 The Highway Superintendent of the Town of Louisville shall be considered a member of the collective bargaining unit for health and hospital coverage purposes by reason of his performing bargaining unit work and shall have contributions made on his behalf by the Employer.

20.4 Retirees Health Insurance - Upon the retirement of a regular employee from the service of the Town of Louisville, and provided the employee has worked fifteen (15) years or more, and is receiving New York State Retirement, the Employer shall contribute one-hundred-fifty (\$150) dollars per month towards health insurance between the ages of 62 and 65 for this coverage. The purchase of said insurance is the sole responsibility of the retiree. To receive this payment the retiree must submit a copy of the bill from the insurance carrier to the Town. The retiree will continue to receive this payment until he is eligible for Medicare or until he dies, whichever occurs first.

ARTICLE 21: PENSION & RETIREMENT AND WORKMEN'S COMPENSATION INSURANCE

21.1: It is agreed that the Employer will continue in effect and pay the full cost to the New York State Retirement Plan subject to State Law requirements.

21.2: Effective January 1, 1987, the Town agrees to adopt the 75i plan for Tier 1 and Tier 2 members under the New York State Employees Retirement System.

ARTICLE 22: FUNERAL LEAVE

In the event of a death in the immediate family of any employee, the Employer shall pay the employee not to exceed three (3) working days to attend the funeral services, it is being understood that "immediate family" means only father, mother, husband, wife, children, step-children, grandparent, brothers or sisters and father-in-law and mother-in-law of the employee.

ARTICLE 23: PERSONAL BUSINESS TIME

23.1: Every employee shall be entitled to three (3) personal business days per year. An employee will normally be required to give the Employer forty-eight (48) hours' notice of his desire to take personal business time and such requests will not be unreasonably denied.

23.2 Notwithstanding the foregoing, emergency personal business time may be taken with only one (1) hour's notice before the beginning of the shift. However, the Employer reserves the right to be informed of the general reason for the need to take such emergency personal time.

ARTICLE 24: SICK LEAVE

24.1: All regular employees shall be granted five (5) days sick leave per year, with accumulation up to one-hundred-fifty (150) days.

24.2: If more than two (2) days sick leave is used at one time, a doctor's certificate may be requested.

24.3: Employees will be paid forty dollars (\$40) per day for all unused sick leave at the time of retirement.

ARTICLE 25: CREDIT UNION

The Employer agrees to make payroll and credit union deductions when properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which the deductions are made.

ARTICLE 26: JURY DUTY

Employees who are required to serve as jurors shall be paid the difference between the pay received for such jury service and their regular weekly earnings. In order to qualify for any payment by the Employer, employees must work at their assigned jobs on any regularly scheduled work day, or days, during the herein referred jury leave period that they are not required to report for jury duty.

ARTICLE 27: WAGES AND HOURS OF WORK

27.1: The following shall be the classifications and the wage rates to be paid:

	Effective 1/1/2003	Effective 1/1/2004	Effective 1/1/2005
M.E.O.L.	\$13.13	\$13.66	\$14.07

There shall be a shift premium of \$.25 per hour during the winter plowing shifts. Winter plowing shifts shall commence on the Monday following Thanksgiving and continue until April 1st.

27.2: The employees shall be guaranteed a minimum of forty (40) hours for a work week. The normal work week shall be five (5) eight (8) hour days, Monday through Friday, inclusive, for a normal forty hour work week. All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of one and one-half times (1 1/2) the hourly rate. The normal scheduled working hours shall be 7:00 a.m. to 3:30 p.m. The Employer shall have the right to change the present working schedule whenever necessary to insure the orderly operation of the Town.

27.2 (B) Memorial Day through Labor Day, the normal work week shall be as follows: Monday and Tuesday 7 a.m. to 3:30 p.m.; Wednesday and Thursday 6 a.m. to 3:30 p.m. and Friday 6 a.m. to 12 noon. When working this schedule, overtime will be paid after forty (40) hours.

27.3 Upon one week's notice to the employees, the Superintendent may adjust the workweek back as outlined in 27.2. No prior notice will be necessary in cases of emergency.

27.4: The Employer must give all employees being laid off one (1) week's notice, or one (1) week's pay, after the employee has been continuously employed for a period of ninety (90) days or more, except in case of an emergency such as fire, flood, storm, explosion, power failure and except in case of other causes not reasonably in the control of the Employer that may be agreed upon by the Union and the Employer.

27.4: All vacancies shall be filled from within the unit first, but in the event it is not, the Employer shall fill the vacancy from outside.

27.5: Employees shall be guaranteed at least two (2) hours' pay for all call-in overtime work.

27.6: No docking for lunch breaks when employees have come in on overtime to plow and sand roads. The Town agrees to pay the Town of Louisville Highway Department employees five (\$5.00) dollars toward their meals when called in for plowing and sanding.

27.7: Employees may accumulate overtime and use it for compensatory time off.

ARTICLE 28: UNIFORMS

The Highway Superintendent be authorized to purchase uniforms up to one-hundred (\$125.00) dollars per year per Highway employee.

ARTICLE 29: SAFETY

The Town will furnish the necessary safety equipment inclusive of respirators and gloves for employees when performing the general rubbish and clean-up procedures for the Town.

ARTICLE 30: DURATION AND RE-OPENING OF AGREEMENT

This Agreement shall continue in full force and effect from the 1st day of January, 2003 to and including the 31st day of December, 2005 and thereafter from year to year, unless altered after the said period, or any aggregate period thereafter, at the option of either party, by giving one-hundred-twenty (120) days notice in writing to the other party prior to any termination date.

IN WITNESS WHEREOF WE HAVE HEREUNTO AFFIXED OUR SIGNATURES THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TEAMSTERS LOCAL 687  
14 ELM STREET  
POTSDAM, NEW YORK 13676

Michael E. Matthews  
Business Agent

TOWN OF LOUISVILLE  
~~Route 1~~ 735 County Route 39  
Massena, New York 13662

Larry Legault  
Supervisor

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) TOWN OF LOUISVILLE - NON-BARGAINING

Table with columns: Rates of Contribution, Daily or Hourly, Weekly, CONTRACT TYPE. Includes handwritten entries for effective dates (1/01/2003, 1/01/2004, 1/01/2005) and rates (37.56, 40.31, 44.25, 150.25, 161.25, 177.00). Contract type includes checked boxes for UPS, FREIGHT - National, FREIGHT - Area, CONSTRUCTION, and Other (specify) MUNICIPAL EMPLOYER.

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 [x] Non-Bargaining
(ii) Rates: [ ] Component Rate-with Addendum/Selection Form [x] Composite Rate - see above
(iii) Benefits: [x] Highest Option - 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 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 1/01/2003, and expire on 12/31/2005. 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: 1/01/2003. Expiration Date of Collective Bargaining Agreement: 12/31/2005.

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 #: 687

EMPLOYER: TOWN OF LOUISVILLE

ADDRESS: 14 ELM STREET

ADDRESS: 735 COUNTY RT 39

POTSDAM NY 13676

MASSENA NY 13662

SIGNATURE: Michael E. Matthews

SIGNATURE: Larry Hegault

PRINT NAME: MICHAEL E. MATTHEWS

PRINT NAME: Larry Hegault

PRINT TITLE: BUSINESS AGENT

PRINT TITLE: Supervisor

DATE: January 3, 2003

DATE: 1-9-03

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: David P. [Signature]  
EXECUTIVE ADMINISTRATOR

DATE: 1/13/2003



**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 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 1/01/03

BENEFIT TYPE	BENEFIT DESCRIPTION OR OPTION SELECTED	WEEKLY RATE
MEDICAL AND RX PLAN - REQUIRED	SUPREME	125.00
DENTAL - OPTIONAL	OPTION 1	12.75
VISION - OPTIONAL	YES	3.00
DISABILITY - OPTIONAL	OPTION 1	3.25
DEATH/AD&D - OPTIONAL	OPTION 1	3.00
LEGAL - OPTIONAL	YES	3.25
<b>TOTAL WEEKLY RATE</b>		<b>150.25</b>

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

Local Union No. 687

Michael P. Matthews  
Signature

Title Business Agent Date Jan 3, 2003

Approved by: David P. Matthews

Employer Name:

TOWN OF LOUISVILLE

Larry Bryant  
Signature

Title Supervisor Date 1-9-03

Executive Administrator Date 1/13/2003

**EMPLOYERS  
COPY**