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

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Union: **International Brotherhood of Teamsters (IBT)**

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AGREEMENT

Between

TOWN OF CAIRO

HIGHWAY DEPARTMENT

and



TEAMSTERS LOCAL 294

AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2008 - December 31, 2010

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUN 11 2009

**ADMINISTRATION**

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## TOWN OF CAIRO

THIS AGREEMENT made this \_\_\_\_\_ day of, 2009, by and between the TOWN OF CAIRO, hereinafter referred to as the "Employer", and LOCAL UNION 294, acting for and on behalf of the employees of the Town of Cairo, hereinafter referred to as the "Employee".

WHEREAS, it is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Town of Cairo and its employees for the mutual benefit of the public, the Town Government and its employees:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

### ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes Local 294 as the sole and exclusive representative for all employees defined in the bargaining unit for the purposes of collective negotiations to determine compensation, benefits and other terms and conditions of employment, and the administration of grievances.

Section 2. Local 294 affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

### ARTICLE 2 - COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall be comprised of the following:

All full time employees of the Highway Department accept the Highway Superintendent, and Temporary Seasonal Employees.

The Highway Superintendent may work as a supplement to the workforce, but not as a replacement for a Bargaining Unit Member.

### ARTICLE 3 - DUES DEDUCTIONS/AGENCY SHOP

The Employer shall deduct from the wages of the Employee and remit to Local 294, 890 Third Street, Albany, New York 12206, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deductions.

The Employer agrees to deduct and remit such monies exclusively for Local 294, as the recognized exclusive bargaining agent for employees in this Unit.

The Employer hereby agrees to deduct from the wage of all non-union members within this bargaining unit, an agency shop fee in the amount of the dues levied by Local Union 294. Said sums will be transmitted to Local Union 294, 890 Third Street, Albany, New York 12206, at least monthly, in a separate check. A list of employees covered shall accompany each check.

The Union will indemnify and save the town harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken, or not taken, by the Employer, in reliance upon agency fee deductions or dues deductions authorization cards furnished by the employee and or the Union.

### ARTICLE 4 - COMPENSATION

All employees will receive a (\$.30) increase for the year 2008, retro active to January 1, 2008. For the year 2009 all employees will receive a (\$.30) increase retro active to January 1, 2009. For the year 2010 all employees will receive a (\$.30) increase.

Section 1. New employee rates: These rates will be considered a minimum, if the employer chooses he may pay above these rates, but will be limited not to exceed the rate of pay a current employee is already receiving. Laborer starting rate:

\$8.50 per hr. MEO Starting rate: \$ 10.00 per hr. MEO-Mechanic starting rate \$ 11.00 per hr. All New Hires will receive a \$ .50 increase after their first (6) six months of employment and receive a second increase of \$ .50 upon completion of one year of employment, based on their hire date. After the completion of one full year of employment they will receive raises in conjunction with amounts and dates listed in the Bargaining Agreement.

Section 2. The Working Foreman will receive \$ 1.00 per hour over and above the highest paid member in the unit. Anyone performing the work of a Working Foreman in the absence of said Working Foreman will receive \$1.00/hour in addition to his or her regular hourly rate.

Section 3. The hourly rates as of January 1<sup>st</sup> of each year of the agreement. Names to be replaced with titles.

	2008	2009	2010
D. Jennings	\$17.85	\$18.15	\$18.45
J. Kusisto	\$17.80	\$18.10	\$18.40
R. Baitsholts	\$15.80	\$16.10	\$16.40
D. Rifenburg	\$14.47	\$14.77	\$15.07
J. DeAngelis	\$13.47	\$13.77	\$14.07
A. Patterson	\$10.30	\$10.60	\$10.90
M. Borsuk	\$15.80	\$16.10	\$16.40
M. Adrian	\$17.05	\$17.35	\$17.65
R. Stewart	\$17.80	\$18.10	\$18.40
S. Shackleton	\$11.80	\$12.10	\$12.40

Section 4. Effective 1/1/09 all laborers will be required, upon hire, to hold a CDL. There will, Effective 1/1/09 no longer be any differential for those holding a CDL (except for those who are on the payroll as of 12/31/08). The Town will pay for the CDL renewal but the employee must have the CDL upon hire. An employee must continue to work for the Town for at least one year following CDL renewal or the Town will recoup a pro-rated share of the rest of said CDL renewal from any monies due and owing to the employee at time of separation from Town service.

## ARTICLE 5 - WORKDAY/WORKWEEK

Section 1. The regular workweek shall consist of forty (40) hours per week, Monday through Friday. The hours of work shall be 6:00 am to 2:30 pm. The scheduling of this workweek will be made up by the Highway Superintendent,

Section 2. A "Summer work" week shall consist of four (4) ten hour days. The hours of work shall be 6:00 am to 4:30 pm. and run according to the time change from Day Light Savings to Eastern Standard Time. Holidays that fall during this schedule will be paid at the (10) ten hr. rate.

Section 3. During the regular-hours workweek (see Section 1, above) and the summer workweek ( see Section 2, above) there will be a ½ hour un-paid lunch period and two (2) paid ten (10) minute breaks per day. The lunch period and breaks will be scheduled in the sole discretion of the Highway Superintendent.

Section 4. Winter Hours will be in effect from November 15<sup>th</sup> until April 15<sup>th</sup>. The hours of operation during this time will be 11pm. To 7am and will include a paid lunch period. The commencement and termination of this shift will be at the discretion of the Highway Superintendent. The Highway Superintendent will give at least a two-week notice of the commencement and the termination of this shift.

Section 5. Under normal circumstances, paychecks will be issued on Friday. In the event payday falls on a designated Holiday, Paychecks will be distributed on the previous workday when possible.

Section 6. All employees will receive an explanation of their pay with each paycheck they receive.

Section 7. The town will enroll employees, who request in a direct deposit pay program.

## ARTICLE 6 - OVERTIME

Section 1. All employees under this Agreement will be paid one and one half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday, during the five day eight hour week. Employees will be paid time and one half for time worked in excess of ten hours in a given work day during the four ten hour day weeks, and for all authorized time worked in excess of the employee's normal workweek of forty hours.

Section 2. It is understood that Personal leave, Vacation leave, Holidays, Sick leave, Bereavement leave, Jury duty leave, and Military leave will be included as time worked for the purpose of computing overtime.

Section 3. All call-in overtime will be given to the qualified employees by Seniority in a rotating fashion all overtime continuing after the regular work day will be Distributed by seniority to the qualified employee.

Section 4. Call In: In the event an employee is called into work outside of the employee's scheduled work shift, the employee shall receive a minimum of two hours pay at one and one half times the employee's regular rate of pay.

Section 5. Holdover Pay. In the event an employee is held over on his shift, said employee will be paid at the appropriate rate of pay for all hours worked in excess of his regular shift schedule where such pay is in accordance with herein Article 6 provisions.

Section 6. Compensatory Time. When an employee works 15 hours or more of overtime in a bi-weekly pay period the employee shall be paid by a separate check.

Section 7. Each employee may receive a maximum of 40 hours of compensatory time per year.

A. Compensatory time may be used with prior approval by the Superintendent and then, can be used in a minimum of 4 or 5-hour blocks (4 hour minimum with 8 hour day and 5 hour minimum with 10 hour day.)



B. Compensatory time accruals will be “zeroed out” at years end so that all hours remaining will be paid out in cash.

C. This Compensatory Time Provision will sunset on December 31, 2010.

### ARTICLE 7 - SPECIAL RATES

Section 1. There shall be a guarantee of two (2) hours pay for any emergency call-out. In the event the work the employee is called out for takes less than two (2) hours, he will still receive the two (2) hour guarantee at time and one half, and be allowed to leave at that time, with the permission of the Highway Superintendent.

Section 2. Any employee that fills in for the Working Foreman or Highway Superintendent during their absence for the entire day or longer will be paid at the working foreman rate.

Section 3. Safety Shoes or Boots; The Town will reimburse each employee for the purchase of Steel Toe safety shoes or boots, up to a maximum of \$ 150.00 per year. Reimbursement will be in one payment. It is understood the safety shoes or boots must be worn at all times while on duty. Each employee who purchases the type of foot ware mentioned in this article must submit a receipt to the Town. The Town will then reimburse the employee after approval of the Town Board at the next regular scheduled Board Meeting. The Town will provide eleven (11) sets of uniform shirts and pants and will also provide for the cleaning of them. The Town will also provide Safety T-Shirts as needed.

### ARTICLE 8 - HOLIDAYS

Section 1. All employees shall be granted twelve (12) paid holidays as follows: to be paid eight (8) hours pay at the prevailing hourly rate for the days listed below, during the regular work week, and (10) hours per day during the four day (10) ten hour workweek.

New Year's Day  
Presidents Day  
Memorial Day

Thanksgiving Day  
Christmas Day  
Columbus Day

Fourth of July  
Labor Day  
Martin Luther King

One Roving Day  
Election Day  
Veteran's Day

Section 2. If a holiday falls on a Saturday, the day of observance shall be on the previous Friday. If a holiday falls on a Sunday, the day of observance shall be the following Monday.

Section 3. If an employee is required to work on a holiday he shall be paid at the rate of time and one-half (1 ½) plus the 8 hour Holiday Pay during the 5 day 8 hour week and will be paid time and one half plus 10 hour Holiday Pay during the 4 day 10 hour week.

## ARTICLE 9 - LEAVES

### (A) VACATION LEAVE

#### B

Section 1. All full time employees will earn vacation leave with pay upon completion of the following:

After	One year of continuous service	5 days
After	Two years of continuous service	8 days
After	Three years of continuous service	11 days
After	Five years of continuous service	12 days
After	Seven years of continuous service	13 days

After	Nine Years of continuous service	14 days
After	Ten years of continuous service	15 days

For each additional year of continuous service after ten years, an employee will be credited with one additional day of annual vacation leave up to a maximum of twenty days.

Section 2. In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation, the employee will receive holiday pay for the day and the employee's vacation leave credits will not be charged for that day.

Section 3. Vacation days may be used by the Highway Department personal at any time during the Calendar Year. No more than one employee will be allowed to be on vacation at the same time during the Winter Season. An employee must receive prior approval from the employee's Department Head to take vacation leave. A maximum of ten days of vacation can be used at any one time, separated by at least two weeks before any other vacation days can be used. The Highway Superintendent will have the discretion in the approval of vacation time. It is understood that a request will not be unreasonably denied.

Section 4. An employee may not accumulate vacation leave credits. Any vacation leave credits remaining unused at the end of November shall be paid out to the employee by the first pay period in December.

Section 5. An employee, who resigns, retires or is laid off, will receive a cash payment for unused vacation leave to which the employee is entitled to, at the current rate of pay. In cases of death of an employee, the Town will pay the employee's designated beneficiary, for any unused vacation time.

## B. Sick Leave

Section 1. All full time employees will be credited with (8) eight hours of paid sick leave each month during the 5 day 8 hour weeks and will be credited with 10 hours per month during the 4 day 10 hour weeks. An employee may take sick leave only

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after it has been credited. The employee will be credited on the first day of the month after it has been earned.

Section 2. Employees who become sick during the workday and must be relieved from work may receive sick pay for the hours not worked that day if employee has accumulated the hours needed to compensate no loss in pay.

Section 3. An employee may accumulate sick leave credits to a maximum of eighty days. Upon retirement, resignation or being laid off, you will be paid for only 50 of these accumulated days.

Section 4. A doctor's certificate may be required if an employee has been on sick leave for three (3) consecutive workdays.

Section 5. Sick Bank: Employees will be able to donate their own sick or Vacation time to an employee that has no time left on the books for illness or injury.

### C. PERSONAL LEAVE

Section 1. All full time employees will be credited with (1) one day of personal leave every (3) three months.

Section 2. An employee who, retires or is laid off, will be paid for all unused personal leave credited for the current year.

Section 3. Personal leave is non-cumulative

### D. BEREAVEMENT LEAVE

Section 1. In the event of death in an employee's immediate family (which consists of parents, grandparents, spouse, children, brothers and sisters, mother-in-law, father-in-law and those relationships generally called "step"), providing persons in such relationship have been raised in the family home and have continued an active family relationship, the Employer shall grant such employee a maximum of five (5) working days off with pay, at the prevailing hourly rate. With permission from the employee's Department Head, an employee may use vacation or personal leave credits to extend a

bereavement leave, or may be allowed to take time off without pay provided the employee has approval from his department head. This leave applies provided the period between the date of death and the date of the funeral are working days.

#### E. MILITARY LEAVE

Section 1. All State and Federal Statutes will apply.

### ARTICLE 10 – RETIREMENT

Section 1. All employees shall be covered by New York State Retirement Plan, Section 75i, and receive whatever benefits are available to said employees under said Plan.

Section 2. The Town will have a Deferred Comp Savings Plan available to all full time employees of the Highway Department.

Section 3. Medical Insurance for Retires: Upon retirement an employee at age 55 or older with at least fifteen years of service with the Town, and has applied for and been granted a bona-fide retirement benefit from the New York State Employees Retirement System. Will receive Medical Coverage the premium cost for the coverage will be divided as follows:

A retiree with less than 20 years of service, but 15 or more years of service, the Town will pay 50% of the cost for individual coverage, or 35% of the cost for family coverage.

The Town will pay the full premium for individual and family coverage for each eligible retiree with at least twenty years of service and who was hired prior to January 1, 2005.

The Town will pay 80% of the premium for individual and family coverage for each eligible retiree with at least twenty years of service and was hired after January 1, 2005. The Town will reimburse an eligible retiree and their spouse for the cost of

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Medicare Part B premium. Such reimbursement will continue for the retiree's spouse upon the death of the retiree. Reimbursement will not continue for a spouse upon legal separation or divorce.

ARTICLE 11 - HEALTH AND DISABILITY INSURANCE

Section 1. New York State Disability Insurance shall cover all full time employees.

Section 2. The Town will participate in the New York State Teamsters Health and Hospital Fund, Supreme Plan for all full time employees hired prior to January 1, 2005 at no cost to the employee. Employees hired after January 1, 2005 will be required to pay 20% of the premium cost listed below. Furthermore, anybody hired after January 1, 2009 is required to pay 25% of the premium cost. Coverage will consists of Medical, Major Medical, Prescription, Dental and Vision at the rates listed below.

	Premium Cost Per Month		
	Single	Two Person	Family
2008	\$455.00	\$909.57	\$1250.60
2009	\$519.13	\$1037.40	\$1426.53
2010	\$592.37	\$1183.87	\$1628.03

## ARTICLE 12 - SENIORITY

Section 1. Seniority shall be established as continuous service from the date of last hire. In the event of a layoff, the employee with the least seniority within a classification shall be laid off first, and if and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. An employee lay off for a period in excess of one year shall lose his seniority rights

## ARTICLE 13 - GRIEVANCES

Section 1. DEFINITION OF GRIEVANCE: A claimed violation, misinterpretation, or inequitable application of the express provisions of this agreement.

Section 2. GRIEVANCE HANDLING: Any grievance arising between the employer and the Union or any employee represented by the Union shall be settled in the following manner:

STEP 1. The aggrieved employee or employees or the Job Steward shall present the grievance, in writing, to the Highway Superintendent within seven (7) days after the reason for the grievance has occurred.

STEP 2. If settlement of the grievance is not effected by operation of Step 1. Within three (3) days, the matter shall be referred to the Town Board of the Town of Cairo. A decision shall be made within seven (7) days after said referral, unless extended by mutual agreement.

STEP 3. If the disposition of the matter by the Town Board or other representative of the employer with the authority to act is not satisfactory, either party has the right to file its grievance with the Public Employment Relations Board, provided such submission shall be made in writing and shall be filed with the Public Employment Relations Board within ten (10) calendar days of the disposition set forth in Step 2. Thereafter, the PERB rules and regulations for the handling of grievance shall apply.

## ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1. All employees shall be considered permanent and become a member of the bargaining unit upon the completion of six (6) months continuous service and has worked forty (40) hours per week in that period. No permanent employee shall be removed or otherwise disciplined except for just cause. Discipline or dismissal of a permanent employee shall be subject to review under the grievance procedure.

Section 2. It is hereby recognized that the rules and regulations of the Town of Cairo for all departments, a copy of which is posted on the bulletin board at the Town Garage is part of this contract. It is further recognized by the parties to this Agreement that each member of the bargaining unit has been furnished with a set of the rules and regulations.

Section 3. In any grievance proceeding involving a suspension or discharge the adequacy of any prior written warning (if required) shall be an issue.

Section 4. No employee shall be disciplined except for just cause. The employee will be served with written notice of the action to be taken, the reason for it and the penalty to be imposed. Simultaneously, a copy of the notice shall be sent to the Union.

Section 5. The discipline shall include counseling, written reprimand, suspension without pay, loss of leave accruals or discharge.

Section 6. No disciplinary action shall be commenced more than twelve (12) months after the Town has knowledge of the alleged acts of incompetency or misconduct. Such limitation shall not apply when the actions by the employee, if proven in a court of appropriate jurisdiction, constitutes a crime.

Section 7. The Town, following the service of the notice, may impose the penalty upon the employee.

### **APPEAL FROM DISCIPLINARY ACTION:**

Section 1A. If the employee and/or the Union disagrees with the imposed disciplinary action, the Union may appeal the matter in accordance with Step 2 of the grievance



procedure by submitting the matter to arbitration by filing a Demand for Arbitration with the New York State Public Employment Relations Board (PERB) in accordance with its rules and procedures. The Demand for Arbitration must be filed within fourteen (14) days from receiving the Step 2 response or when the step 2 responses should have been received.

B. For the purpose of disciplinary matters, the Town Board will render a written decision after it convenes its next regularly scheduled meeting, or within a maximum of forty (40) days.

Section 2. The ruling of the Arbitrator shall be final and binding on all the parties. The parties shall share all of the arbitrator's fees.

#### ARTICLE 15 - RECIPROCAL RIGHTS

Section 1. The employer recognizes the right of the employees to designate representative of Local 294 to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract, and to visit employees during working hours for foregoing purposes, provided such visits do not interrupt the work schedule.

Section 2. Local 294 shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer subject to the approval of the content of such notices and communications by the Employer.

Section 3. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time, free from their regular duties, to fulfill these obligations, subject to the approval of the Department Head or his assistant in his absence.

Section 4. In accordance with past Town practice, Local 294 recognizes Management's prerogative to hire seasonal employees to complement the Department of public works' work force as needed. However, it is understood that permanent employees shall, in all cases, be accorded preferred consideration in regard to the assignment of the work and overtime responsibilities.

Section 5. Unless an employee believes that their safety is in peril or their assignment is illegal, employees shall not leave the job site to find the Highway Superintendent or his Deputy in order to write a grievance.

#### ARTICLE 16 - SAVING CLAUSE

Section 1. If any article or part thereof of this Agreement, or any addition thereto, should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles in this Agreement, or any addition thereto, shall not be affected.

Section 2. If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

#### ARTICLE 17 - 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 OR LAW BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### ARTICLE 18 - APPLICABLE LAW

This Agreement shall be subject to all Federal, State and Local Law applicable thereto, and any of the terms of this Agreement, which are not consistent with, or conform to, any Federal, State or Local Laws, shall be deemed null and void.

#### ARTICLE 19 - TERMINATION CLAUSE

Section 1. This Agreement shall be in full force and effect from January 1, 2008 to and including December 31, 2010 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement

is served by either party upon the other at least sixty (60) days prior to date of expiration.


Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions of this Agreement, either party may serve upon the other a notice of at least sixty (60) days prior to December 31, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

#### ARTICLE 20 - NON-DISCRIMINATION


The Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, disability or handicap.

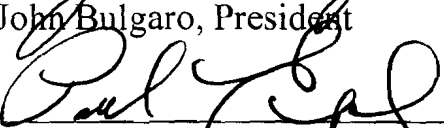
IN WITNESS WHEREOF, the parties hereto have set their hands and seal this  
\_\_\_\_\_ day of, 2009.

TOWN OF CAIRO

By:   
\_\_\_\_\_  
John Coyne, Town Supervisor

TEAMSTERS LOCAL 294

By:   
\_\_\_\_\_  
John Bulgaro, President

By:   
\_\_\_\_\_  
Paul Engel, Business Agent

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