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

Local: **294**

Effective Date: **01/01/04**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

AGREEMENT

DEC 09 2004

between

COUNSEL

TOWN OF CAIRO

HIGHWAY DEPARTMENT

and



TEAMSTERS LOCAL 294

AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2004 - December 31, 2007

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TOWN OF Cairo

THIS AGREEMENT made this _____ day of
, 2004, 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 except the Highway Superintendent, and temporary seasonal_employees.

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.

ARTICLE 4 - COMPENSATION

All employees will receive a (50)cent increase for the year 2004, retro active to January 1, 2004. For the year 2005 all employees will receive a (83)cent

increase. For the year 2006 all employees will receive a (83)cent increase. For the year 2007 all employees will receive a (84) cent 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 currant employee is already receiving. Laborer starting rate: \$ 8.50 pre 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.

Section 3. The hourly rates are as follows:

ARTICLE 5 - WORKDAY/WORKWEEK

Section 1. The regular workweek shall comprise of forty (40) hours per week, Monday through Friday. The summer work week will consists of (4) four ten hour

days, starting at 6am. and ending at 4pm. The scheduling of this work week will be made up by the Highway Superintendent, 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 2. The hours of work shall be as follows: 7:00 A.M. until 3:30 P.M., except as determined by the Highway Superintendent during the summer four ten hr. day period.

Section 3. There shall be one-half ($\frac{1}{2}$ hour) lunch period during the regular work day. There shall be two (2) ten (10) minute coffee breaks per day.

Section 4. Winter Hours will be in effect from November 15th until April 15th. 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 pay check 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.

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 \$ 100.00 per year. 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) hrs. per day during the four ten work week.

New Year's Day	Thanksgiving Day
Presidents Day	Christmas Day
Memorial Day	Columbus Day
Fourth of July	One Roving Day
Labor Day	Election Day
Martin Luther King	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

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 the last business day of the calendar year shall be paid out to the employee upon their request.

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 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 work day 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.

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 Retirees: 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 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. All full time employees shall be covered by New York State Disability Insurance.

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. Coverage will consists of Medical, Major Medical, Prescription, Dental and Vision at the rates listed below:

	Premium Cost Per Month		
	Single	Two Person	Family
2004	\$267.36	\$561.17	\$818.13
2005	\$305.07	\$640.03	\$920.40
2006	\$358.37	\$741.43	\$997.10
2007	\$416.43	\$832.87	\$1144.43

ARTICLE 13 - 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 laid off for a period in excess of one year shall lose his seniority rights.

ARTICLE 14 - 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.

This procedure is for a discharge or suspension. Minor cases will be: The Town Board decision will be made at the next regularly scheduled meeting, or a maximum of forty (40) days, a decision will be given.

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

ARTICLE 16 - 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.

New 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 17 - 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 18 - 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 19 - 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 20 - TERMINATION CLAUSE

Section 1. This Agreement shall be in full force and effect from January 1, _____, to and including December 31, _____, 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 21 - NON DISCRIMINATION

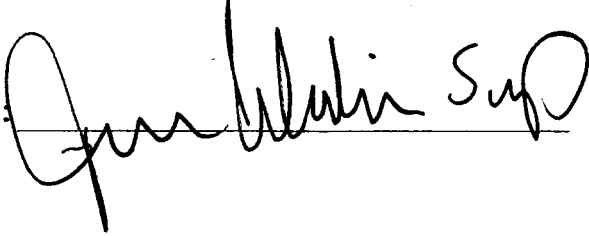
The Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, disability or handicap.

WE HEREBY CERTIFY that the provisions, terms and wording in the Collective Bargaining Agreement are not contrary to or inconsistent with the provisions, terms and wording in this Stipulation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 6th day of Dec, 2004, effective as of JAN 4, 2005.

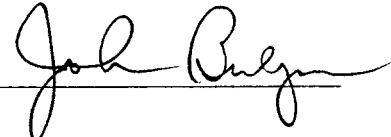
TOWN OF CAIRO

By:



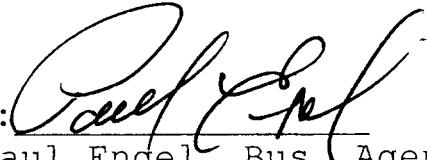
TEAMSTERS LOCAL 294

By:



John Bulgaro, President

By:



Paul Engel, Bus. Agent