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Union: **Lansing Highway Association**

Local:

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Town of Lansing

&

Lansing Highway Association

Agreement 2004

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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HIGHWAY DEPT. AGREEMENT

This agreement, effective as of January 1, 2004, between the Town of Lansing, a municipal corporation existing under the laws of the State of New York, a party of the first part, hereinafter called the "employer", and the Lansing Highway Association, an alliance of town highway department employees, hereinafter called the "association".

Construction of Contract

This contract shall be construed in accordance with the laws of the State of New York.

WITNESSETH: In consideration of the covenants and promises hereinafter made, it is agreed as follows:

Validity

If the enactment of legislation or the determination of a court of final jurisdiction renders any portion of the agreement invalid or unenforceable, it shall not affect the validity of the balance of this agreement which shall remain in full force according to the terms and in the same manner and with the same effect as if such invalid portion had not originally been included herein.

Term of Contract

- 1) This contract shall continue in full force and effect for a period of **one (1) year** or twelve (12) months
commencing on: **January 1, 2004**
and ending on: **December 31, 2004**
- 2) The hourly rate of compensation shall be as set forth in "Compensation, Section 1".
- 3) For the year 2004, the hourly rates in effect December 31, 2003 shall be adjusted upward according to the new rate schedule adopted by the Town Board on November 6, 2003. This new rate schedule is a result of the Amtek job evaluations in 2003.

Recognition

- 1) The employer recognizes the Lansing Highway Association as the sole and exclusive bargaining agent and representative for all full-time employees of the Town of Lansing Highway Department included in the bargaining unit for the purposes of collective negotiations of all terms and conditions of employment and administration of grievances for the maximum period of time stipulated under Section 208 of the public employees fair employment act.
- 2) The Lansing Highway Association affirms that it does not assert the right to strike against the employer or to assist or to participate in such a strike.
- 3) The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Lansing Highway Association, except as is permitted by law.

Reciprocal Rights

- 1) The employer recognizes the rights of the employees to designate representatives of the association to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this contract. Such employee representative shall also be permitted to appear at public hearings before the legislative body upon the request of the employee.
- 2) The employer and Lansing Highway Association shall administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.
- 3) An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding.
- 4) The association agrees to do it's utmost to see that it's members perform their respective duties loyally and continuously under the terms of this agreement, and will use its best endeavors to protect the interest of the employer, to conserve property, protect the public and give service of the highest quality.
- 5) The association shall be permitted to post notices and other communications on bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the superintendent of highways.

Management Rights and Responsibilities

Except as limited by other provisions of this agreement, all authority, rights and responsibilities possessed by the employer are retained by it, including, but not limited to, the right to determine the facilities, methods, means and number of personnel required to administer its rights in accordance with law, including recruitment, hiring, training, assignment, transfer and promotion; to direct, deploy and utilize the work force; to determine classification in accordance with law; and to discipline or discharge in accordance with law and the provisions of this agreement.

Work Security

In the absence of the highway superintendent and the deputy superintendent, an employee may be appointed to fill the temporary position of working foreman, and may receive a 5% higher rate of base pay with board approval.

Veteran's Law

The re-employment rights of employees and probationary employees will be governed by applicable laws and regulations.

Working Hours and Work Week

- 1) Working hours will be determined by the highway superintendent as specified by law. reference: New York State Town Law for Town Officials, Chapter 8, Section 3, par. 44. amendment added 1981.
- 2) In any given year, and at the discretion of the highway superintendent, the highway employees will assume a 10 hour day, four day work week.

Early Shift

- 1) In any given year, and at the discretion of the highway superintendent, the winter work schedule will include an early shift.
- 2) The early shift working hours will be determined by the highway superintendent. The established hours at present are from 10:00 p.m. until 6:00 a.m., Sunday night-Monday through Thursday night-Friday. An individual's early shift will be for the duration of one week.
- 3) The highway superintendent will determine which employee(s) of the snow removal crew will work the early shift. Each full time employee will be scheduled for at least one week on the early shift. The schedule will be based on a rotation basis to ensure no one man will work consecutive early shifts.
- 4) The employee(s) working the early shift will be compensated three dollars (\$3.00) per hour above his regular hourly rate for the early shift working hours. If the employee works overtime while on the early shift, the overtime hours will be paid at one and one-half times his regular hourly rate.

Tardiness

The work day is set by the highway superintendent and as established is from 6:00 a.m. to 2:30 p.m. Time worked is recorded by time clock. Tardiness cannot be condoned. The highway superintendent has the authority to discipline personnel as follows:

- continuous tardiness: 5 - 15 minutes late: loss of 1 hours pay
- 30 minutes late: loss of 1/2 days pay
- 2nd time late: loss of 1 days pay
- 3rd time late: 3 days off w/out pay
- 4th time late: dismissal

Break Period, Lunch Period

Employees of the Town of Lansing Highway Department shall be provided a fifteen (15) minute break period and thirty (30) minute non-paid lunch period within the regular work day.

Overtime

- 1) Overtime at the rate of one and one-half (1-1/2) times the employee's regular hourly rate will be paid after the employee has accumulated a forty (40) hour work week; to include accumulated time.
- 2) The employer agrees that in the event of an emergency call out, the employee will be paid three (3) hours minimum at the overtime rate of time plus one-half (1-1/2).
- 3) Each employee shall receive two (2) times his regular pay if he should work on any of the paid holidays mentioned in the "Holidays" Section of the agreement. The two (2) times pay shall be in addition to the regular days pay.

Holidays

1) Twelve (12) work-free designated holidays shall be granted to all full-time employees. The following work-free holidays shall be observed:

- 1) New Year's Day January 1st
- 2) Dr. Martin Luther King Jr. Day 3rd Monday in January
- 3) Presidents Day 3rd Monday in February
- 4) Memorial Day 4th Monday in May
- 5) Independence Day July 4th
- 6) Labor Day 1st Monday in September
- 7) Veterans Day November 11th
- 8) Thanksgiving Day 4th Thursday in November
- 9) Day after Thanksgiving 4th Friday in November
- 10) Christmas Day December 25th
- 11) Floating holiday
- 12) Floating holiday (in place of Columbus Day)

2) When a holiday falls on Saturday, the employee shall be allowed the preceding Friday off. when a holiday falls on Sunday, the employee shall be allowed the following Monday off.

Seniority

- 1) Seniority, for the purpose of overtime work, shift assignments and vacation leave, shall mean the status attained by length of continuous service with the town highway department. However, in the event of an emergency, the town superintendent of highways, while generally adhering to the policy of seniority, shall have the sole discretion of choosing personnel he considers best qualified to perform the work.

- 2) Seniority, for the purpose listed in Section 1 shall commence from the date of latest entry into employment with the town highway department, and shall include all time spent in employment in the town highway department on a full-time basis.

- 3) Seniority, for the purposes of layoff or recall, shall mean the status attained by length of continuous service with the town to commence with the date of latest entry into employment with the town. In the event of a reduction in the town highway department work force, the employee with the least seniority will be laid off first. In the event of a recall within one (1) year, the last employee laid off shall be the first employee re-hired. A registered letter to the last known address shall be proper notice of recall. No response within five (5) days of receipt of said letter shall indicate lack of interest.

- 4) Employees shall lose their seniority for the following reasons:
 - a.) discharged (if not reversed)
 - b.) resignation - an employee absent for five (5) normally scheduled work days in succession without notification to the town highway superintendent, and who has no legitimate reason for being absence, may be considered as having resigned.
 - c.) unsubstantiated reason for failure to return to work when recalled from layoff, as set forth in the "recall procedure".
 - d.) unsubstantiated reason for failure to return to work after expiration of a formal leave of absence.
 - e.) retirement

- 5) The above listed rules shall not apply to seasonal, provisional, temporary, or part-time employees.

- 6) For the purpose of this contract, continuous service shall mean uninterrupted employment, whether as a temporary, part-time or permanent employee.

Probationary Employees

- 1) A new labor class or non-competitive employee shall be a probationary employee without seniority until he has been employed and actively at work for a period of one (1) year. At the end of said period, he shall be either terminated or entered on the seniority list of the department as of the first day of his employment, except that seasonal, provisional, temporary and part-time employees shall not acquire seniority.

- 2) At any time during the probationary period, the superintendent of highways may remove an employee whose performance does not meet the required work standards.

Health Insurance

The Town of Lansing agrees to pay the cost of health insurance for all full-time employees of the highway department in accordance with the following schedule:

- a) 90% of the cost for the employee's single coverage plan
- b) 85% of the cost for the employee and dependents if employee has the family plan

Accruals

Each employee shall have the right to check with the superintendent of highways periodically during the year regarding his sick leave and other accruals.

Sick Leave

- 1) One sick day, (8 hour day) per month is accrued by full-time employees, up to a maximum of 120 days (960 hours) per employee.
- 2) Upon retirement, the dollar value (based upon the employee's rate of pay at the date of retirement) of accumulated sick time (up to 800 hours maximum) will be applied toward the cost of the retired employee's portion of the health insurance premium. No payment for accumulated sick time will be made for a non-retirement termination.
- 3) Sick leave may be used in an emergency for illness in the employee's immediate family. Immediate family is defined as the employee's spouse, child, mother or father, provided they live in the same household as the employee.
- 4) Any employee while on paid sick leave will be deemed to be on continued employment for the purposes of computing all benefits referred to in this agreement; and for the purpose of determining said benefits, sick leave days will be construed as days worked.
- 5) Continuous sick leave beyond four (4) working days must be substantiated by a doctor's statement upon return to work.
- 6) Furthermore, after seven (7) consecutive calendar days of sick leave, disability may take over. Employees shall be paid one-half disability pay for up to a maximum of twenty-six (26) weeks per occurrence. During this period of disability, an employee may elect to supplement the disability payment amount with their accrued benefits (sick, vacation and personal time). The payment for disability and accrued benefits may not exceed the employee's regular full pay. Disability periods greater than an employee's accrued benefit time are unpaid except for the disability payment. The benefit is not available for any period that an employee is eligible to receive workers compensation benefits on a total, temporary indemnity benefit. If the employee is collecting a temporary partial indemnity benefit, he would be eligible to receive disability pay as a supplement to workers compensation, not to exceed his normal weekly earnings.

Medical Leave

Employees unable to return to work following one week of sick time, as determined by a physician, are eligible for short-term disability. During this period of disability, an employee may elect to supplement the disability payment amount with their accrued benefits (sick, vacation and personal time). The payment for disability and accrued benefits may not exceed the employee's regular full pay. Disability periods greater than an employee's accrued benefit time are unpaid except for the disability payment.

Personal Leave Days

Each employee shall be entitled to four (4) personal leave days per calendar year, for personal reasons. Up to three (3) days personal leave will be allowed without penalty, however, the fourth (4th) day will be charged against the employee's sick leave days if said employee has any available; if there are no sick days available, the fourth (4th) day shall be uncompensated.

An employee shall make every effort to notify the superintendent of highways of his intent to take personal leave time.

Leave of Absence

- 1) Personal leaves of absence without pay for a reasonable period, as defined below, may be granted without loss of seniority at the sole discretion of the town board for the following:
 - a.) illness -- physical or mental
 - b.) education -- to attend any accredited school or university, provided such courses mutually benefit the employee and employer.
- 2) Sick leave accruals will be used before applying for the leave of absence at item "a" of Section 1 above.

Bereavement

- 1) Full-time highway employees may be absent from work by reasons of death in the immediate family up to a period of three (3) days, dating from the death of the relative, and such absence shall not be charged to accumulated sick leave or vacation. Any absence under this section during a working day shall be with pay for that day. In emergency situations an employee may increase bereavement time by use of his accruals.
- 2) The term "immediate family" shall include spouse, children, step-children, grandchildren, step-grandchildren, sons-in-law, daughters-in-law, sister, brother, sister-in-law, brother-in-law, parents, step-parents, parents-in-law, grandparents of the employee.
- 3) An employee shall not be limited in the number of bereavement absences in his immediate family, as the same is defined in Section 2 above, in any calendar year.

Vacation

1) Each full-time employee shall receive a paid vacation after a designated period of service in accordance with the following schedule:

Years of Service	Days at (8 hrs/ea)
1 yr	10
2 yrs	10
3 yrs	10
4 yrs	11
5 yrs	12
6 yrs	13
7 yrs	14
8 yrs	15
9 yrs	16
10 yrs	17
11 yrs	18
12 yrs	19
13 yrs	20

twenty (20) days to be the limit of vacation time

2) No more than two (2) employees may be off in the same time span, exceptions may be approved by the highway superintendent.

3) Vacation time may not be carried over to the next year, except that up to one week may be carried over if good cause is shown and the highway superintendent approves.

4) The vacation schedule shall be agreed upon between the employees and the highway superintendent.

Retirement

1) The Town of Lansing shall continue in the New York State Employee's Retirement System Plan known as Section 751.

2) One sick day (8 hour day) per month is accrued by regular full-time employees, up to a maximum of 120 days (960 hours). Upon retirement, the dollar value (based upon the employee's rate of pay at the date of retirement) of accumulated sick time (up to 800 hours maximum) will be applied toward the cost of the retired employee's portion of the health insurance premium. No payment for accumulated sick time will be made for a non-retirement termination.

3) A retiring employee will be paid a lump sum cash payment for the value of unused vacation (based upon the employee's rate of pay at the date of retirement) on their last day worked.

Compensation

1) Motor Equipment Operators (MEO) at the Town of Lansing Highway Department shall be compensated beginning January 1, 2004 according to the following wage schedule. It is further noted between the parties that upon reaching Step 10 of the ladder, Motor Equipment Operators shall be paid an additional 1% annually as built into the table below.

MOTOR EQUIPMENT OPERATOR			
		2003	2004
		end of year	beginning
MEO	MEO anniversary years of service	rates Dec. 31, 2003	rates Jan. 1, 2004
Step 1	0 - 6 months	14.02	14.02
Step 2	6 mo. - 1 year	14.63	14.63
Step 3	1 - 2 years	15.24	15.24
Step 4	2 - 4 years	15.50	15.87
Step 5	4 - 6 years	15.79	16.49
Step 6	6 - 8 years	16.02	17.11
Step 7	8 - 10 years	16.31	17.73
Step 8	10 - 12 years	16.61	18.36
Step 9	12 - 15 years	16.90	18.98
Step 10	15 years + above	19.36	22.06
	(+1% ea yr included)		

Labourer start @ 12.57 (2003 @ 12.15)
2004 + 3.590

3) The highway superintendent will review individual employees subject to the review prior to the end of the 3 month and 6 month probation periods and shall provide a copy of the written review to the town board of employer with a recommendation ten (10) days prior to the end of said periods. Employer shall make a decision as to continuance of employment of the individual reviewed within ten (10) days of the receipt of said recommendation based upon all factors including, but not limited to the highway superintendent's recommendation.

Safety Equipment & Clothing Allowance

Safety Equipment

The Town of Lansing will continue to provide any necessary equipment to provide for the safety of its' employees, including but not limited to foul weather clothing, all in accordance with existing practices of said town, on the date of execution of this agreement.

Eyeglasses

- 1) If an employee wears corrective lens eye-glasses which are not "safety lens" (as of January 1, 2000) the employer will reimburse the employee for the initial purchase of one pair of "safety-lens prescription eye-glasses".
- 2) If an employee who does not wear corrective lens eye-glasses is required to do so after January 1, 2000, the employer will reimburse the employee for the initial purchase of one pair of "safety lens prescription eye-glasses".
- 3) The employer will reimburse full-time employees for replacement or repair of safety corrective lens eye-glasses if damaged on the job. Damaged glasses, payment receipt and voucher for reimbursement should be presented to the highway superintendent's office. Replacement is limited to "safety lens" glasses that were purchased by the employer.

Safety Work Shoes

The Town of Lansing will reimburse full-time employees for the cost of one pair of safety work shoes per year for up to a maximum of one-hundred twenty-five dollars (\$125.00.)

Work Uniforms

The Town of Lansing will furnish five (5) changes of clean uniforms per working week for each permanent employee.

Carhartt Clothing

The Town of Lansing will reimburse full-time employees for the cost of one (1) Carhartt "or equivalent" item of clothing per year for up to a maximum of one-hundred dollars (\$100.00.)

Meal Ticket

- 1) Meal tickets are usually issued for (but not limited to) weather call-ins during the winter season, either in the early morning hours before the normal work day, or in the evening hours after the normal work day.
- 2) With the approval of the highway superintendent, the employer will provide a meal ticket up to \$8.50 per meal for the employees.
- 3) A time limit of one half hour upon arriving at eating establishment shall be enforced.

Mechanic's Personal Hand Tools

- 1) The Town of Lansing recognizes that as part of the job requirement, the highway personnel employed as the "mechanic" is required to supply his own personal hand tools on the job site.
- 2) The Town of Lansing will compensate the highway mechanic for any of his hand tools broken or worn out during the normal course of work by either replacement of tool or reimbursement for said tool.
- 3) The broken or worn out hand tool is to be presented to the highway superintendent for inspection and verification of breakage or condition before a replacement tool is purchased or reimbursement issued.
- 4) The broken or worn out hand tool will be replaced with (or reimbursement issued for) a hand tool of equal value and quality.
- 5) In the event the mechanic's chest tool box is severely damaged or destroyed, the employer will compensate the mechanic.
- 6) The chest tool box will be replaced with or reimbursement issued for a chest tool box of equal value and quality.
- 7) The severely damaged or destroyed chest tool box is to be presented to the highway superintendent for inspection and verification of damage before a replacement or reimbursement is issued.

Grievance Procedure

Section 1 **Definition**

- a.) An employee shall mean any person in the unit covered by this agreement.
- b.) Employer shall mean the individual designated by the Town of Lansing to review and resolve grievances.
- c.) Association shall mean the Lansing Highway Association.
- d.) A grievance is a complaint by any full-time employee in the unit, or by the employer, concerning an alleged misinterpretation or misapplication of an expressed provision of this agreement and concerning the safety of the highway employees pertaining to their working conditions.
- e.) Days shall mean all days other than Saturdays, Sundays, or holidays, which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

Section 2 **Rights of the Complainant**

- a.) The complainant shall have access to all written statements, records and materials relating to the grievance, with the exception of special briefs, etc. prepared by the employer.

Section 3 **Rights of the Association**

- a.) The association shall have a copy of any claim, including supporting materials and of any decision rendered pursuant to this procedure.
- b.) The association shall have the right to submit briefs to the complainant to support or refute allegation of any party in a grievance.

Section 4 **Mutual Rights**

- a.) In the event of the failure on the part of an aggrieved party to be timely without reasonable cause, the grievance shall be deemed to be withdrawn on the merits. If the employer or his representative fail to make a decision within the required time period, the grievance shall be deemed to be upheld and in all respects, final and binding upon the parties.

Section 5 **Presentation of Grievance**

Step One

- a.) An employee who claims to have a grievance shall present his grievance to the town superintendent of highways or his nominee within five (5) days of its occurrence.
- b.) The town superintendent of highways or his nominee shall meet with the party to resolve the grievance within three (3) working days. After the meeting, the town superintendent of highways or his nominee shall render a decision in writing within four (4) working days of the meeting, a copy of which is sent to the employee and his representative, if any.

Step Two

a.) The aggrieved party, if not satisfied with the decision at step one may within five (5) days, request a hearing before the town board. The five (5) days refers to receipt of the written decision in Step One. The requested hearing shall be held within ten (10) days after the request is received, and a decision shall be made within five (5) days thereafter, copies of the decision to the aggrieved party and representative, if any.

Step Three

a.) If the dispute is not satisfactorily resolved at step two, the aggrieved party shall notify the town superintendent of highways of his intention to submit the dispute to binding arbitration.

b.) The dispute shall be arbitrated by an arbitration committee comprised of three (3) members. One member shall be appointed by the superintendent of highways, one member shall be appointed by the association, or the aggrieved party at the sole discretion of the aggrieved party. The two members of the arbitration committee shall mutually agree on a third member and appoint him or her to the committee. The appointment of the third member of the committee shall be completed within five (5) days of the decision by the town board, under step two above.

c.) The arbitration committee will then hear testimony of both sides and render its decision within thirty (30) days of the hearing. The decision of the arbitration committee will be the final and binding on both parties.

d.) It is anticipated that the association and the Town of Lansing expect no cost to be incurred by either party as a result of the grievance procedure, or the arbitration step. However, if costs are incurred, these costs will be borne equally by the association and the Town of Lansing.

e.) The arbitration panel shall have no power to add to, subtract from, or change any of the provisions of this agreement, nor to render any decision which conflicts with the law, regulation, directive or ordinance. Awards may not be retroactive beyond the date the grievance was filed.

Section 6

General Considerations

a.) All grievances discussions, meetings, conferences, and hearings shall be conducted by mutual agreement of both parties.

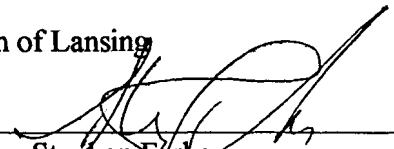
b.) The time limits at any Step(s) may be extended by written mutual consent of the parties.

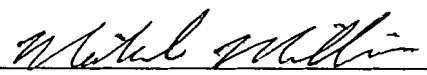
c.) All matters of discipline resulting in dismissal of any employee(s) shall be subject to the grievance procedure, except as herein otherwise provided.


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

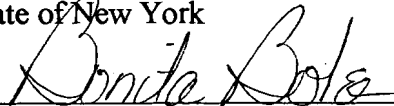
witness whereof, the parties hereto have executed this agreement dated this 19th day of November, 2003.

Town of Lansing
by: 
Stephen Farkas
Town Supervisor

Town of Lansing Highway Association
by: 
Michael Milliman, President

by: 
Charlie Purcell, Secretary

Attest

Town Clerk of the Town of Lansing
State of New York

Bonita Boles, Town Clerk