



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Lansing, Town of and Teamsters Joint Council 18, International Brotherhood of Teamsters (IBT), Local 317 (2006)**

Employer Name: **Lansing, Town of**

Union: **Teamsters Joint Council 18, International Brotherhood of Teamsters (IBT)**

Local: **317**

Effective Date: **11/01/06**

Expiration Date: **12/31/09**

PERB ID Number: **7403**

Unit Size: **15**

Number of Pages: **25**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC/7403

 **COPY**

**LABOR AGREEMENT
BETWEEN**

**The TOWN OF LANSING
New York**

AND

TEAMSTERS LOCAL UNION 317

November 1, 2006 - December 31, 2009

RECEIVED

JUL 16 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - SAVINGS & SEPARABILITY	1
ARTICLE 3 - EMPLOYEE ORGANIZATION RIGHTS	
Section 1 - Union Security	2
Section 2 - Dues and Other Deductions	3
Section 3 - Inspection Privileges	4
Section 4 - Stewards	4
Section 5 - Non-Discrimination	5
Section 6 - Picket Line	5
Section 7 - Bulletin Board	5
ARTICLE 4 - MANAGEMENT RIGHTS	6
ARTICLE 5 - BARGAINING UNIT	
Section 1 - Defined	7
Section 2 - Protection of Unit Work	7
ARTICLE 6 - SENIORITY	
Section 1 - Seniority List	7
Section 2 - Probation	7
Section 3 - Application of Seniority	7
ARTICLE 7 - DISCIPLINARY ACTION	8
ARTICLE 8 - GRIEVANCES	
Section 1 - Defined	9
Section 2 - Grievance Procedure	9
ARTICLE 9 - REVIEW OF PERSONAL HISTORY FOLDER	10
ARTICLE 10 - EXAMINATIONS	10
ARTICLE 11 - HEALTH & SAFETY	
Section 1 - Equipment	11
Section 2 - Dangerous Conditions	11
Section 3 - Protective Clothing	11
ARTICLE 12 - WAGES AND HOURS	
Section 1 - Hours	12
Section 2 - Wages	13
Section 3 - Emergency Call-In Provision	14

Section 4 - Separation of Employment	14
Section 5 - Layoff and Recall Notice	14
ARTICLE 13 - HEALTH AND WELFARE	15
ARTICLE 14 - PENSION	15
ARTICLE 15 - VACATION	16
ARTICLE 16 - HOLIDAYS	17
ARTICLE 17 - LEAVE	
Section 1 - Personal Days	18
Section 2 - Funeral Leave	18
Section 3 - Sick Days	18
Section 4 - Sick Leave	19
Section 5 - Military Leave	20
Section 6 - Jury Duty and Compelled Appearances	20
ARTICLE 18 - MAINTENANCE OF STANDARDS	20
ARTICLE 19 - CLOTHING ALLOWANCE	21
ARTICLE 20 - SUBCONTRACTING	21
ARTICLE 21 - DECLARATION OF NO STRIKE POLICY	21
ARTICLE 22 - LEGISLATIVE ACTION	21
ARTICLE 23 - DURATION, NOTIFICATION, REOPENING	22

ARTICLE 1 - RECOGNITION

This Agreement is made by and between TEAMSTERS LOCAL UNION 317 affiliated with the International Brotherhood of Teamsters, and Teamsters Joint Council 18, hereinafter called the "Union", and The Town of Lansing, New York, hereinafter called the "Town" or "Employer". The Employer recognizes the Union as the exclusive representative of all employees in the following classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of Civil Service Law (Taylor Law). Included in the bargaining unit are all full-time, Working Foreman, Deputy Highway Superintendent, Motor Equipment Operators, Laborers, Highway Office Clerical, Mechanics and any other employees of the Highway Department who perform work, operation, repairing or maintaining vehicles and equipment or maintaining Town Highway facilities. Excluded from the bargaining unit are all custodians, elected officials, seasonal and part time employees, and the Highway Superintendent.

ARTICLE 2 - SAVINGS AND SEPARABILITY

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 competent jurisdiction, or if compliance with or the enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and of any Riders hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. Any findings of invalidity or unenforceability shall be limited to the facts and circumstances of the matter underlying such determination, and shall not create invalidity or unenforceability under other facts and circumstances or in situations involving different actors.

ARTICLE 3 - EMPLOYEE ORGANIZATION RIGHTS

SECTION 1 - UNION SECURITY - Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an Employee with respect to such matter. Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the

bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assume his/her fair share of the obligations along with the grant of equal benefits contained in this agreement.

In accordance with the policy set forth under this section, all employees shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. This amount shall be limited to an amount of money equal to the Union's regular and usual initiation fee and monthly dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

To the extent such amendment may become permissible under applicable Federal and State Law during the life of this Agreement as a result of legislative, administrative, or judicial determination, all of the provisions of this Article shall be automatically amended to embody greater Union security provisions to apply or become effective in situations not now permitted by law.

SECTION 2 - DUES AND OTHER DEDUCTIONS -

Dues Check-off: The Employer agrees to deduct from the pay of all employees covered by this agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same shall be furnished in the form required.

The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum.

The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

Other Deductions: The Employer, upon written instruction from the employee, shall make deductions from the employee's wages for credit union transfers, savings accounts, Christmas Clubs, and any similar deduction. Deductions shall be made weekly and remittance to the appropriate financial institution(s).

SECTION 3 - 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, collecting dues, and ascertaining that the Agreement is being adhered to. Authorized agents of the Union will not disrupt work. The authorized agent shall give prior notice, when possible, of the visit to the Superintendent of Highways or the Town Supervisor.

SECTION 4 - STEWARDS

The Employer recognizes the right of the Union to designate Stewards and Alternates from the Bargaining Unit, provided the Steward or Alternate(s) have completed their probationary period. Probationary employees can not become Stewards or Alternates. The authority of Steward and Alternates 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 to his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement;
- (b) The collection of dues when authorized by appropriate Union action;
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

The Steward or the designated Alternate shall be permitted reasonable time to investigate, present, and process grievances on the Employer's property without loss of time or pay during his/her regular working hours and off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's or the designated Alternate's regular working hours shall be considered working hours in computing daily and /or weekly overtime if within the regular schedule of the "Steward". The Steward or any Alternates shall spend only a reasonable amount of time in pursuit of such investigative and grievance processes, and should the employer believe that an unreasonable amount of time is being spent, or should such time spent prevent the timely completion of employment duties, such matters shall (1) be discussed with the Union,

and/or (2) such alleged unreasonable amount of time so spent may be the subject of a grievance.

SECTION 5 - NON-DISCRIMINATION

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, age, sexual orientation, marital status, disability (as defined by the Americans with Disabilities Act of 1990), political affiliation nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, sexual orientation, marital status, disability (as defined by the Americans with Disabilities Act of 1990), political beliefs, or political affiliation or engage in any other discriminatory acts prohibited by law.

The Employer and the Union further agree not to discriminate against any individual because of such individual's membership in the Union, support of the Union, or activity that is lawful under the Taylor Law.

SECTION 6 - BULLETIN BOARD

The Employer shall provide a bulletin board in each place of work for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

It is recognized that the management of the Town of Lansing government, control of its properties, and the maintenance of order and efficiency are solely responsibilities of the Town of Lansing, and of the Town of Lansing as Employer. Accordingly, the Town retains and reserves unto itself all rights, powers, authority, duties and responsibilities, except where limited by this Agreement. These rights include rights:

1. To select, direct and assign the work force, including the right to hire, suspend or discharge for just cause, promote, layoff, discipline, evaluate, train, re-train, transfer employees, and memorialize and document the performance of employees; and
2. To determine the standards of service provided by the Town; and
3. To determine the amount of overtime to be worked; and
4. To decide the number and locale of its facilities, stations, garages; to determine the maintenance and repair of its equipment; to determine the amount of supervision necessary, the type and quality of machinery, tools, equipment, methods, safety measures to be utilized; to determine the standards, means of operation, manner and

order of work, and the number and type of employees necessary to conduct its operations or perform any task or duty; and

5. To make reasonable and binding rules which shall not be inconsistent with this Agreement; and
6. To determine the necessary job classifications, job descriptions, Civil Service rosters, content, standards, classifications, and rates applicable to employees, and to determine the number of employees necessary at any time, seasonally or otherwise, to fulfill its mission and objectives.

It is understood that the exercise of these rights, powers, authority, duties and responsibilities by the Town, and the adoption of such rules, regulations and reasonable policies as it may deem necessary, will, as they apply to the employees covered by this Agreement and represented by the Union, be limited by this Agreement.

The above rights of the Town, as Employer, are not all-inclusive, but indicate the types of matters or rights which belong to and are inherent to the Town. The enumeration of any management right herein shall be in addition to, and not in lieu of, any other management right imposed upon the Town by statute, law, regulation, or the like.

ARTICLE 5 - BARGAINING UNIT

SECTION 1 - DEFINED

The terms and conditions of this Agreement shall apply to all Employees of the Employer performing work that traditionally has been, presently is, and which in the future shall be, assigned and/or related to the duties of the Town of Lansing employees in the Bargaining Unit as defined in Article 1.

SECTION 2 - PROTECTION OF UNIT WORK

Bargaining unit work as described above shall only be performed by bargaining unit employees and shall be governed by the terms of this Agreement. This restriction shall not apply in the case of the Highway Superintendent performing unit work for the purpose of emergencies, training or demonstration, or for the performance of any work within his job description, whether by civil service roster, job description, or New York State Law and related Rules and Regulations.

ARTICLE 6 - SENIORITY

SECTION 1 - SENIORITY LIST

A list of employees arranged in order of their seniority shall be placed in a conspicuous place at the place of employment annually and a copy sent to the Union. Each employee's

seniority date shall be included on this posting. Within thirty (30) days of the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions to and/or deletions from this list, the Employer shall within thirty (30) days forward a copy of the amended list to the Union.

SECTION 2 - PROBATION

A new employee who is hired shall work under the provisions of this Agreement, however, such employee shall be employed on a six (6) month trial basis during which period he/she may be discharged without further recourse, except that the Employer shall not discharge or discipline for the purpose of evading this Agreement, on the basis of Union membership, for the purpose of discouraging Union membership, or to avoid adding employees to the seniority list. After six (6) months, such employee shall be placed on the regular seniority list and his/her seniority date shall revert back to his/her first date of employment.

SECTION 3 - APPLICATION OF SENIORITY

The principles of seniority shall prevail at all times. These principles shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, vacations.

Seniority shall be broken by more than three (3) years' layoff. Any employee on layoff who works a total of five (5) cumulative days within any twelve (12) month period from his/her date of layoff shall be granted an additional three (3) year layoff period from the date he/she worked such fifth (5th) day before such employee's seniority shall be broken.

Employees shall lose their seniority, and all consequent Seniority Benefits and Seniority Rights for each or any of the following reasons:

- a. Any non-reversed discharge.
- b. Any resignation.
- c. Any "Implied Resignation" (an "Implied Resignation" shall occur automatically whenever any employee is absent for 5 consecutive normally scheduled workdays without notification to the Highway Superintendent.
- d. Any unsubstantiated reason for any failure to return to work when recalled from layoff.
- e. Any unsubstantiated reason for any failure to return to work after the expiration of any approved leave of absence.
- f. Any retirement.
- g. Any voluntary or involuntary discontinuance of work due to any actual or declared permanent disability for which (1) disability benefits are applied for or have been paid, and (2) that prevents the employee from being employed in any full-time position in which such employee is classified.

The rules and benefits of seniority shall not apply to seasonal, provisional, probationary, temporary, or part-time employees.

For the purpose of this Agreement, "continuous service" shall mean an uninterrupted period of continuous employment, whether as a temporary, part-time, full-time, or permanent employee.

ARTICLE 7 - DISCIPLINARY ACTION

Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the Employer imposes any form of disciplinary action, including discharge or suspension, it shall immediately give the employee, the Steward, and the Union written notification of the disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times, places. Prior similar acts and any prior disciplinary records or actions shall be relevant in determining whether to undertake disciplinary action, and the level of sanctions imposed.

An employee shall be entitled to Union representation at each state of any disciplinary proceeding instituted by the Employer, except if the Employer is imposing an on-the-job reprimand. The employee shall not be required to sign any statement arising out of the questioning. No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by the employee, the Employer, and the Union, or its authorized representative, and each such party receives a copy of the recording.

Because of the protections afforded by this Agreement and this Article, no employee shall be entitled to the protections of Section 75 or 76 of the Civil Service Law, which are hereby waived.

ARTICLE 8 - GRIEVANCES

SECTION 1 - DEFINED

Any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article. Every employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure. Employees, Stewards, Alternate Stewards, the Union, and the Employer shall have fifteen (15) working days from actual or constructive notice of the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

SECTION 2 - GRIEVANCE PROCEDURE

The procedural steps of the grievance procedure shall be as follows:

- Step 1: The Employee shall present the basis for his/her dispute to his/her Union representative who shall advise him/her of his/her rights and assist the Employee and the Supervisor to reach an amicable solution. The presentation may be either oral or written, however, at the request of either party the grievance shall be reduced to writing. In the event the grievance is not settled within 10 days, the grievance will automatically advance to step two.
- Step 2: The second step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a representative of the Employer. Any party necessary to amicably resolve that dispute may be present at the presentation. In the event the grievance is not settled at step two within 10 days the grievance will automatically advance to step three of this procedure. All Step 2 procedures shall be memorialized in writing, and the Union and the Employer shall have the opportunity to present or request the submission and consideration of written documents and materials and/or oral testimony from any person.
- Step 3: If the Union or the Employer is not satisfied with the response to the grievance at Step Two, the Union or the Employer may advance the grievance to step three within 14 calendar days from receiving the step two response, or when the step two response should have been received. The third step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a representative of the Town of Lansing Board. The presentation may be either oral or written. Within 14 calendar days after this presentation, the Town Board will issue a written response to the grievance, with a copy given to the Employee, Steward, and Business Agent. All Step 3 procedures shall be memorialized in writing, and the Union and the Employer shall have the opportunity to present or request the submission and consideration of written documents and materials and/or oral testimony from any person.
- Step 4: If the Union or the Employer is not satisfied with the response given in step three, the Union or the Employer may submit the issue to arbitration in accordance with the rules of the New York State Public Employment Relations Board. The request for arbitration must be filed within 30 days from the time the Union, or the Employer, received, or issued, the response from step three or when the step three response should have been received. The arbitrator shall have no power to add to, subtract from or alter the specific terms of this agreement.

The fees and expenses of the arbitrator and the cost of the hearing room, if any shall be shared equally by the parties.

The arbitrator's decision and award shall be in writing and delivered 30 days from the date the record is closed. The decision shall be final and binding upon

the parties.

ARTICLE 9 - REVIEW OF PERSONAL HISTORY FOLDER

An employee shall, within five (5) working days of a written request to the Employer, be provided the opportunity to review his/her official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative. This right shall not be abused. The Town agrees to notify employees of any adverse or disciplinary records that they are placing in the employees file. The employee has the right to challenge these write-ups through the grievance procedure outlined in this agreement.

The official personal history folder shall contain all memoranda and documents relating to the employee which contain criticism, commendation, appraisal, or rating of the employee's performance on his job. Copies of such memoranda and documents shall be sent to the employees simultaneously with their being placed in the official personal history folder. An employee may, at any time, request and be provided copies of all documents and notations in his/her official personal folder of which he/she has not previously been given copies. Except for disciplinary actions and annual work performance ratings, any material in the personal history folder of an adverse nature, over one (1) year old may, upon the employee's written request, be removed from the personal history folder by mutual agreement of the employee and the Employer. This does not preclude the earlier removal of such material.

ARTICLE 10 - EXAMINATIONS

Any expense for any examinations or licensing, including Commercial Drivers License (CDL), required by the Employer or required by law shall be paid by the Employee. Further, it is agreed that no employee shall be asked or required to submit to polygraph testing or to any other form of test which purportedly measures, directly or indirectly, truthfulness or honesty.

ARTICLE 11 - HEALTH AND SAFETY

SECTION 1 - EQUIPMENT

The Employer shall not require any employee to operate any equipment that is not in safe operating conditions or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety or which the employee reasonably or in good faith believes is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. It shall not be a violation of this Agreement for employees to refuse to operate such equipment. All such refused equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted, however such equipment shall be tagged only after it has been inspected by the Maintenance Department. After the complaint is satisfactorily adjusted, the Employer shall place on such equipment an "OK" in a conspicuous place that will be visible to anyone who might attempt to operate the

equipment, which tag may be removed after 24 hours.

SECTION 2 - DANGEROUS CONDITIONS

Under no circumstances shall an employee be assigned or required to engage in any activity involving dangerous conditions of work; danger to person or property; or a violation of any applicable rule, statute, ordinance, regulation or court order relating to safety of person or equipment.

SECTION 3 - SAFETY EQUIPMENT AND CLOTHING ALLOWANCE

A. Safety Equipment - The Town 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 the Town as of the date of this Agreement.

B. Eyeglasses - If an employee wears corrective lens eyeglasses that are not "safety lenses", then the Employer will reimburse the employee for the reasonable initial cost of one pair of safety lens prescription eyeglasses ("Prescription Safety Glasses"). The Employer will reimburse full-time employees for the reasonable cost of repair of Prescription Safety Glasses if accidentally damaged on the job. Payment receipts and vouchers for such reimbursement must be presented to the Highway Superintendent prior to reimbursement. Replacement of Prescription Safety Glasses is limited to Prescription Safety Glasses that were purchased by the Employer.

C. Safety Work Shoes - The Employer will reimburse full-time employees up to \$125.00 per calendar year for the cost of safety work shoes. Payment receipts and vouchers for such reimbursement must be presented to the Highway Superintendent prior to reimbursement.

D. Carhartt-Type Clothing - The Employer will reimburse full-time up to \$100.00 per calendar year for the cost of Carhartt-type work clothing. Payment receipts and vouchers for such reimbursement must be presented to the Highway Superintendent prior to reimbursement.

E. Work Clothes - The Town will reimburse full-time employees up to \$300.00 per calendar year for the cost of work clothes. Payment receipts and vouchers for such reimbursement must be presented to the Highway Superintendent prior to reimbursement.

ARTICLE 12 - WAGES AND HOURS

SECTION 1 - HOURS

The standard guaranteed workweek for all employees shall be forty (40) hours. The standard

guaranteed workweek shall consist of five (5) consecutive guaranteed eight (8) hour workdays running from Monday through Friday inclusive. Normal work hours shall be from 6 am until 2:30 pm. At the discretion of the Highway Superintendent, employees may be required to work four consecutive guaranteed 10-hour workdays running Monday through Thursday from the hours of 6 am until 4:30 pm.

ASSIGNING ADDITIONAL HOURS

Overtime hours, outside of snow removal, will be distributed as equally as possible among the Bargaining Unit.

EARLY SHIFT

- 1) In any given year, and at the discretion of the Highway Superintendent, the winter work schedule may include an early shift.
- 2) Early shift working hours will be determined by the Highway Superintendent. The current early shift hours are from 10:00 p.m. until 6:00 a.m., daily, commencing Sunday night and ending Friday morning. Unless the Association or the affected employee agrees otherwise, early shifts may only be assigned upon a weekly, and not daily, basis, except in the case of an emergency or the unavailability of an employee previously scheduled for the early shift.
- 3) The highway superintendent will determine the number of employee(s) that will work the early shift. The schedule will be based on a rotation basis to ensure no one employee will work consecutive early shifts.
- 4) Any employee(s) working the early shift will be compensated three dollars (\$3.00) per hour above his or her regular hourly rate for the early shift working hours (the "Early Shift Bonus" or "ESB"). 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, but the ESB shall not be subject to the time and a half rules.

BREAK AND LUNCH PERIODS

Employees of the Town Highway Department shall be provided a paid 15- minute break period each workday, and a 30-minute non-paid lunch period each regular workday.

OVERTIME PAY

- 1) Overtime at the rate of one-and-one-half times the employee's regular hourly rate (the "Overtime Rate") will be paid after the employee has accumulated forty (40) hours of work (including paid leave time) for any given work week.
- 2) The Employer agrees that in the event of a call out, the employee will be paid a

minimum of 3 hours at the Overtime Rate.

3) Each employee shall receive 2 times his or her regular pay with a three hour guarantee if (s)he should work on any of the paid holidays listed in the "Holidays" Section of this Agreement (the "Holiday Rate"). The Holiday Rate shall be in addition to any regular holiday pay for said holiday.

COMPENSATION PAY

1) Motor Equipment Operators (herein, "MEO") shall be compensated beginning January 1, 2006 according to the following wage schedule. Upon reaching Step 10, a MEO shall be paid an additional 1% for their 16th year of service, and an additional 1% for each year thereafter.

MOTOR EQUIPMENT OPERATOR			
	MEO anniversary, years of service	2005 end of year hourly rates	2006 beginning hourly rates
Step 1	0 - 6 months	14.58	15.02
Step 2	6 months - 1 year	15.22	15.68
Step 3	1 - 2 years	15.85	16.33
Step 4	2 - 4 years	16.51	17.01
Step 5	4 - 6 years	17.15	17.66
Step 6	6 - 8 years	17.79	18.32
Step 7	8 - 10 years	18.44	18.99
Step 8	10 - 12 years	19.09	19.66
Step 9	12 - 15 years	19.74	20.33
Step 10	15+ years	23.16	24.09

2) The Highway Superintendent will review individual employees subject to review prior to the end of the 6-month probation period, and shall provide a copy of the written review to the Town Board, together with a recommendation, at least 10 days prior to the end of each of said periods. Employer shall make a decision as to the continuance or termination of employment of the employee reviewed within 10 days of the receipt of said recommendation.

RAISES

There will be a minimum wage increase of 2% effective January 1st of each year of this agreement. In addition, there shall also be a discretionary adjustment above the 2% which shall be equal to what other unrepresented employees in the Town are receiving. In no event shall the employees covered by this agreement receive a lesser percent increase than other employees of the Town.

LONGEVITY BONUS

Longevity bonuses are payable annually by the Employer, per its existing policy, as follows:

After ten years of service	\$200.00
After fifteen years of service	\$350.00
After twenty years of service	\$500.00

DEPUTY HIGHWAY SUPERINTENDENT

The Deputy Highway Superintendent will receive an additional three (\$3.00) dollars per hour above his/her base pay.

WORK SECURITY

In the absence of the Highway Superintendent (and any 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 the approval of the Town Board of the Town of Lansing (the "Board").

MINIMUM WAGE LAW: To the extent that any Federal Minimum Wage Law shall provide for a minimum wage higher than any base wage rate set forth in this Agreement, then such higher wage shall prevail as a base wage rate.

PAYDAY: Employees shall be paid bi-weekly and shall be paid by 11:00 a.m. on Thursday. Errors or shortages shall be corrected by lunch break on the work day following payday except in cases where the shortage is more than twenty-five dollars (\$25.00), in which case the shortage shall be paid by the end of the Employee's shift on the third work day following payday.

COMPENSATION TIME

An employee may elect to accumulate compensation time for hours worked outside his or her normal workday, instead of being paid for those hours at his or her Overtime Rate ("Compensation Time"). Compensation Time shall be credited at a rate of 1.5 hours of compensatory leave time for each one (1) hour of overtime worked. A maximum of 80 hours of Compensation Time may be accumulated during any single calendar year. All Compensation Time must be used as leave time within the same year as such Compensation Time was accumulated. No Compensation Time shall be carried over to the next year. The Employer may not require that the employee elect Compensation Time in lieu of Overtime Rate pay for any hours worked. Time not used will be compensated by December 31st each year.

MEAL TICKETS

Meal tickets shall be issued for weather call-ins during the winter season, either in the early morning hours before the normal workday, or in the evening hours after the normal workday. The Highway Superintendent may issue meal tickets for other reasons, at his or her sole discretion, without recourse. With the approval of the Highway Superintendent, the Employer will provide a meal ticket up to \$8.50 per meal for any affected employees. A time limit of 30 minutes at the eating establishment shall be enforced. The value of the meal ticket shall automatically increase and be increased to \$9.00 effective January 1, 2007, and \$9.50 effective January 1, 2009.

MECHANIC'S PERSONAL HAND TOOLS

The Employer recognizes that as part of the job requirement, employees classified as a "mechanic" are required to supply their own personal hand tools on the job site. The Employer will compensate each mechanic for any hand tools broken or worn out during the normal course of work. "Compensation" shall mean either the replacement of the hand tool with one of comparable quality, or reimbursement for the value of such hand tool, at the sole discretion of the Highway Superintendent, without recourse. Any 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. In the event the mechanic's tool box is severely damaged or destroyed, the Employer will fairly compensate the mechanic for such loss. The severely damaged or destroyed tool box is to be presented to the Highway Superintendent for inspection and verification of damage before a replacement or reimbursement is issued.

SECTION 3 - SEPARATION OF EMPLOYMENT

If the Employer discharges an employee, the Employer shall pay all money due to the employee on the next pay day. If an employee quits voluntarily or retires or dies, the Employer shall pay all money due to the employee or estate on the next payday following such quitting or death. "Money due" shall include, but not be limited to, wages, comp. time, accrued vacation, and personal leave credits.

SECTION 4 - LAY OFF AND RECALL NOTICE

The Employer shall provide any employee being laid off with one week's notice that he/she is being laid off or, if such notice is not provided, one week's pay in lieu thereof. This notice or pay shall be in addition to all other benefits provided for by this Agreement. A laid off employee shall be given fourteen days notice of recall, and such notice shall be mailed to his/her last known address by certified mail, return receipt requested. Employees who fail to respond within the 14 days will lose all rights of recall. Employees are responsible for notifying the employer of any address change.

ARTICLE 13- HEALTH AND WELFARE

The Employer agrees to sign and become bound by the standard New York State Teamsters Council Health and Hospital Fund Participation Agreement and shall pay the full cost of the Teamster Supreme Option all benefit plan for all employees and their eligible dependents. The Participation Agreement shall be executed and made a part of this Agreement. The Employer is only so bound by the Participation Agreement and this clause to the extent that the employees remain members of Teamster Local 317 and this Agreement is and remains in effect or the parties are actively negotiating a successor agreement.

The Employer agrees to continue payments on behalf of a laid off or terminated employee for sixty (60) working days past the date of layoff or termination.

The Employer shall provide employees with Workers' Compensation Insurance, Social Security, and Unemployment Insurance, as required by Federal and/or State law. The Employer shall provide Employees with New York State Disability Insurance or its equivalent.

Medical Insurance for Retirees : The Town of Lansing agrees to pay 85% of the cost individual coverage and 78% the cost of family coverage of the monthly premium of retiree insurance for all employees and their eligible dependents who retire from the Town of Lansing. To be eligible for coverage, the employee must be age 55 or older, must have at least 20 years of continuous full-time service with the town, and must have applied for and been granted a bona fide retirement benefit from the New York State Employees Retirement System. The insurance will be the New York State Teamsters Health and Hospital Blue PPO Option 1 until age sixty-five. Then employee will be placed in the New York State Teamsters Secure Comp Medicare plan. An employee who retires from the Town and has been granted a bona fide retirement benefit from the New York State Employees Retirement System may apply the dollar value of up to 165 days of accumulated sick leave based upon the employee's rate of pay at the date of retirement towards the cost of the retired employee's portion of the health insurance premium.

ARTICLE 14 - PENSION

The Employer will continue participation in the New York State and Local Employee Retirement System, without payroll deduction to the employees who qualify under the rules of that system. Both parties agree to abide by the rules of that system.

A retiring employee will be paid a lump sum cash payment for the value of current unused vacation for the calendar year in which the event of retirement occurs. The valuation will be based upon the employee's rate of pay at the date of retirement. Such payment will be made to the employee upon his or her last day worked.

ARTICLE 15 - VACATION

Vacation

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

1 year	-	10 days (80 hours)
2 years	-	10 days (80 hours)
3 years	-	10 days (80 hours)
4 years	-	11 days (88 hours)
5 years	-	12 days (96 hours)
6 years	-	13 days (104 hours)
7 years	-	14 days (112 hours)
8 years	-	15 days (120 hours)
9 years	-	16 days (128 hours)
10 years	-	17 days (136 hours)
11 years	-	18 days (144 hours)
12 years	-	19 days (152 hours)
13+ years	-	20 days (160 hours)

2) No more than 2 employees may be off on the same day without the advance approval of the Highway Superintendent, which approval may be withheld for any or no reason, without recourse.

3) A maximum of 40 hours of vacation time may be accrued, subject to the requirements set forth below. Such accrued vacation time must be utilized in the following calendar year. The Employer shall not be required to compensate the employee in any manner or respect for any accrued but unused vacation time. Vacation time may only be accrued upon the employee meeting the following 2 conditions: (1) the employee must show good cause for the need to exercise accrual rights; and (2) the Highway Superintendent approves such accrual request, in whole or in part, in writing. The existence of sufficient "good cause" shall be determined by the Highway Superintendent in his or her discretion, without recourse.

4) Vacation schedules shall be agreed upon between the employees and the Highway Superintendent.

ARTICLE 16 - HOLIDAYS

Holidays

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

- | | |
|------------------|-------------------------|
| 1) New Years Day | January 1 st |
|------------------|-------------------------|

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

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. Eligible employees not scheduled to work shall receive pay at their regular straight time rate in addition to all other benefits provided for by this Agreement. This pay shall be for eight (8) or ten (10) hours, as applicable.

Employees eligible for holiday pay who are scheduled to work on the holiday shall, in addition to the holiday pay at straight time, receive double time for the hours worked, with a three (3) hour guarantee, for both regularly scheduled work and work under the call-in provision of this Agreement. This compensation shall be in addition to all other benefits provided for by this Agreement.

ARTICLE 17 - LEAVE

SECTION 1 - PERSONAL DAYS

Personal Leave

Each employee shall be entitled to four (4) personal leave days per calendar year which may be used in ½ hour increments. 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 at least 7 days in advance of a personal leave day. Unused personal leave days and accruals of personal leave days shall not be paid or compensated for upon termination, retirement, or at any other time.

Leave of Absence

Personal leaves of absence for a reasonable period may be granted without loss of seniority at the sole discretion of the Town Board. Such personal leaves of absence shall be without pay, and are allowed only upon the following terms and for the following reasons:

- a. A medically documented physical or mental illness, provided that the employee first utilizes all sick leave accruals prior to seeking any leave of absence.
- b. To attend any accredited school or university, provided that the courses enrolled in mutually benefit the employee and Employer. A determination of the existence of a "mutual benefit" shall be made by the Employer, in its sole and absolute discretion, without recourse.

SECTION 2 - BEREAVEMENT

Full-time employees may be absent from work for up to 3 days with pay by reason of a death in the immediate family, dating from the death of the relative. Such absence shall not be charged to accumulated sick leave or vacation. An employee may increase bereavement time by use of his or her accruals. As used in this paragraph, the term "immediate family" shall include the employee's spouse, children, stepchildren, grandchildren, step-grandchildren, sons-in-law, daughters-in-law, sister, brothers, sisters-in-law, brothers-in-law, parents, stepparents, parents-in-law, and grandparents. There is no limit to the number of bereavement absences allowed in any calendar year, though the Employer reserves the right to require that the employee produce verification of the death of a member of his or her immediate family. Extended bereavement time may be granted upon approval of the Highway Superintendent.

The term "immediate family" means father, mother, step-father, step-mother, father-in-law, mother-in-law, spouse, children, step-children, brothers, sisters, brother-in-law, sister-in-law, grandparents, the employee's spouse's grandparents and any one else in the employee's immediate household.

SECTION 3 - SICK DAYS

Sick Leave

- 1) One sick day (8 hours) is accrued per each month of uninterrupted full-time employment, subject to a maximum accrual limit of 165 days (1320 hours) per employee.
- 2) Sick leave may be used in an emergency for an illness in the employee's immediate family. Immediate family is defined as the employee's spouse, child, mother, or father, or any one else provided they live in the same household as the employee.
- 3) Any employee while on paid sick leave will be deemed to be in a continuing employment status for the purposes of computing all benefits referred to in this Agreement. For the purpose of determining any benefits, paid sick leave days will be construed as days worked.
- 4) Continuous sick leave beyond 4 working days must be substantiated by a doctor's statement upon the employee's return to work.

5) After 7 consecutive calendar days of sick leave, short-term or long-term disability rules and benefits (herein collectively "Disability") may apply. Disability benefits are as determined by the State of New York, but currently, employees on Disability are generally paid one-half of their regular pay as short-term disability pay for up to a maximum of 26 weeks per occurrence, all subject to New York State maximum scheduled payments. Long-term disability payments from the State of New York vary depending upon the circumstances and nature of the disability, and federal Social Security benefits may apply as well. During any period of Disability, an employee may elect to supplement the Disability payment amounts received by utilizing accrued benefits. The combined payment for Disability plus the "cash-out" through utilization and depletion of accrued benefits may not in sum exceed the employee's regular full-time pay. Utilization of accrued benefits and the conversion of the same to cash to supplement Disability payments shall be computed by multiplying the employee's hourly rate of pay upon the date the disability commenced by the number of accrued benefit hours needed or desired to supplement the disabled employee's income, subject to the maximum herein stated. The accrued benefit totals are thereby and thereafter reduced by the number of hours "cashed-out". Disability periods greater than an employee's accrued benefit time are unpaid, except for the applicable Disability payment. However, under and subject to New York State and federal law or any changes thereto, a Disability benefit is not generally available for any period that an employee is eligible to receive workers' compensation benefits for a total, temporary indemnity benefit. If the employee is collecting a temporary or partial indemnity benefit, (s)he may be eligible to receive Disability pay as a supplement to workers' compensation benefits, in an amount not to exceed his or her normal weekly earnings. Employees are encouraged to obtain independent legal or other applicable professional advice about the relationship between workers' compensation benefits, Disability benefits or payments, and Social Security disability rights or payments, particularly as the law in this area frequently changes.

SECTION 3 - SICK LEAVE

Employees on sick leave shall receive eight (8) or ten (10) hours pay per day, as applicable, in addition to all other benefits provided for by this Agreement. In those cases where the entitlement to all sick time has been exhausted, the Employer shall grant applications for extended sick time without pay and without credit there for.

SECTION 4 - MILITARY LEAVE

Employees enlisted in or entering the active military or active naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act. The Employer shall grant leave for active service in the military reserves or National Guard as required by the employee and shall continue to provide the Employee with the benefits provided for by this Agreement for the duration of such leave.

SECTION 5 - JURY DUTY AND COMPELLED APPEARANCES

Any regular employee called for jury duty or subpoenaed to appear as a witness in any court or administrative proceeding on Town Business shall be granted leave for that duty or appearance with no charge against leave credits. For each day of such duty or appearance, the employee shall be paid the difference between his/her applicable hourly wage and the actual payment received for that duty or appearance, such as witness or jury fees. This payment shall be accomplished by the employee turning his/her payment for jury or witness service over to the Town Clerk, and the employee shall in turn receive his/her full pay for that day. This compensation shall be in addition to all other benefits provided for by this Agreement.

ARTICLE 18 - MAINTENANCE OF STANDARDS

The employer agrees to continue its current practice of providing employees with \$100 yearly towards the cost of health club memberships, continue its current practice on the senior picnic, and continue its current practice during its election day luncheon.

The Employer agrees not to enter into any agreement or contract with the Employees, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Where new operations to be covered by this Agreement for which rates of pay and other terms and conditions of employment are not established by this Agreement are to be put into effect by the Employer, the Employer shall give the Union as much advance notice as possible and shall likewise enter into negotiations regarding such matters.

ARTICLE 19 - SUBCONTRACTING

The Employer agrees not to subcontract out bargaining unit work that results in the layoff of bargaining unit employees.

ARTICLE 20 - DECLARATION OF NO STRIKE POLICY

In consideration of the Employer's recognition of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it will not impose any obligation on the employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the employees.

ARTICLE 21 - LEGISLATIVE ACTION

The Employer shall prepare, secure introduction and recommend passage by the appropriate

legislative body of appropriate legislation in order to provide the benefits described in this Agreement.

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 22 - DURATION, NOTIFICATION, AND REOPENING

This Agreement shall continue in full force and effect from November 1, 2006 through December 31, 2009.

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred eighty (180) days preceding any fiscal year for the purpose of attempting to agree upon amendments to this Agreement. The parties hereby agree that an impasse in such negotiations shall be identified either by mutual consent or by 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, whichever is earlier. In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employees Relations Board for mediation and/or binding arbitration.

AGREED TO AND SIGNED this day by:

TEAMSTER LOCAL 317, affiliated
with the International Brotherhood
of Teamsters

By: William E. Arnold

Date: 11/16/06

TOWN OF LANSING, New York
Highway Department

By: Steven Mabele

Date: 7/10/07

TOWN OF LANSING, New York

By: [Signature], Supervisor

Date: Nov. 28, 2006

MEMORANDUM OF UNDERSTANDING

 **COPY**

The Labor Agreement between the Town of Lansing, New York and Teamsters Local 317, November 1, 2006 – December 31, 2009, is hereby supplemented and amended as follows:

- 1) From the period of March 1, 2007 until December 31, 2009, Teamsters Local 317 agrees to extend union health insurance options to all Town employees. The Employer agrees to sign and become bound by the standard New York State Teamsters Council Health and Hospital Fund Participation Agreement. The Participation Agreement shall be executed and made a part of this Agreement.

- 2) For the purpose of clarity, and not as a limitation, the Employer shall make its disability policies applicable to all represented employees, as such policy is currently set forth in Section 809 of the Town of Lansing Employee Handbook, as now applicable or as hereafter amended.

W. E. Arnold
1/18/07
For: TEAMSTERS LOCAL 317

[Signature]
1/18/07
For: TOWN OF LANSING