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Town of Lansing

&

Lansing Highway Association

**Agreement
2006**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUN 05 2006

ADMINISTRATION

15

Town of Lansing & Lansing Highway Association Agreement 2006

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HIGHWAY DEPARTMENT EMPLOYMENT AGREEMENT

This agreement (herein, the "Agreement"), effective as of January 1, 2006, 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" (or as an applicable, or as the context requires, the "Town"), and the Lansing Highway Association, an alliance of Town highway department employees, hereinafter called the "Association".

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

Construction of Contract

This contract shall be construed in accordance with the laws of the State of New York, without regard to or the application of New York State's conflicts of law provisions. Subject headings are for convenience only, and do not limit or expand the scope of the terms expressed thereunder. The phrase "without recourse" shall mean that the matter determined, decided, considered, etc., shall not be subject to claim, litigation, arbitration, or grievance.

Validity

If the enactment of legislation or the determination of a court of final jurisdiction (a "Court") renders any portion of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the balance of this Agreement, which shall remain in full force and effect according to the terms hereof. Any such rendered final judgment shall be confined in its operation to the clause, sentence, paragraph, section or article hereof directly involved in the controversy in which such judgment shall have been rendered, and shall provide only for invalidity or unenforceability under the factual terms or circumstances involved in such controversy, and shall not, unless specifically declared otherwise by the Court, effect a general declaration of invalidity or unenforceability in all or other factual situations or circumstances.

Term of Contract

This contract shall continue in full force and effect for a period of 1 year commencing on January 1, 2006 and ending on December 31, 2006 (the "Term"). The Term shall be automatically extended for a period not to exceed 60 days, unless the Employer and the Association agree otherwise, so as to allow for the consummation, recording, and execution of year-end negotiations and changes, if any, to this Agreement (the "60-Day Grace Period").

Recognition

- 1) The Employer recognizes the Association as the sole and exclusive bargaining agent and representative for all full-time employees of the Town Highway Department included in the bargaining unit for the purposes of collective negotiations of all terms and conditions of employment and for the administration of grievances for the maximum period of time stipulated under Section 208 of the Public Employees Fair Employment Act.
- 2) The 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 that purports to engage in collective bargaining, nor will the Employer make any agreement with any such group or organization for the purpose of undermining the Association, except in any manner, or to any extent, not prohibited or 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 Agreement. Such employee representatives shall be permitted to appear at public hearings before the legislative body upon the request of the employee.
- 2) The Employer and the Association shall administer their obligations under this contract in a manner which shall be fair and impartial to all employees, and neither shall discriminate against the other or against any employee by reason or because of age, race, creed, color, national origin, sexual orientation, military status, marital status, or any other recognized class protected by law.
- 3) Any employee may bring any matter of personal concern to the attention of the appropriate Association representatives in accord with the terms of this Agreement, and applicable laws, regulations, or rules. Such employee may choose his or her own representative, or may choose to appear alone in any grievance or appeal proceeding.
- 4) The Association agrees that its members shall perform their respective duties loyally and continuously under the terms of this Agreement. The Association will diligently use its best efforts to protect the interests of the Employer, to conserve property, protect the public, and give loyal service of the highest quality.

5) The Association shall be permitted to post notices and other communications on designated bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the Superintendent of Highways as to the content thereof.

Management Rights and Responsibilities

Except as limited by the express 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 work, duties, obligations, and rights in accordance with law, including the sole authority to: (1) determine any need for recruitment, hiring, training, assignments, transfers, layoffs, and promotions; (2) direct, deploy, and utilize or not utilize the work force, and determine the number and hours of employment of each employee; (3) determine employee classification; and (4) discipline or discharge employees in accordance with law and the provisions of this Agreement.

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").

Veteran's Laws

The re-employment rights of employees and probationary employees who are called up for military or reserve duty will be governed by applicable federal and state laws and regulations.

Working Hours and Work Week

Working hours will be determined by the Highway Superintendent in accord with New York State Town Law and the applicable provisions of the "Management Rights and Responsibilities" paragraph, above. In any given year, and at the discretion of the Highway Superintendent, employees may resume a 10-hour day, four-day work week (a "4-10 Work Week").

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 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 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.

Tardiness

The workday hours of work are set by the Highway Superintendent. Currently, the workday hours are established as 6:00 a.m. to 2:30 p.m. daily. Time worked is recorded by time clock. Unexcused tardiness shall not be condoned. The Highway Superintendent, in addition to other remedies and any other disciplinary or discretionary authority granted hereunder, has the authority to discipline personnel for unexcused tardiness as follows:

1 st time late:	5-15 minutes late - loss of 1 hour's pay 30+ minutes late - loss of 1/2 day's pay
2 nd time late:	5-15 minutes late - loss of 1/2 day's pay 30+ minutes late - loss of 1 day's pay
3 rd time late:	3 days off without pay
4 th time late:	dismissal

Without recourse, the Highway Superintendent shall solely determine whether any tardiness is excusable. Without recourse, the Highway Superintendent shall determine whether to discipline any employee for any unexcused tardiness.

Break and Lunch Periods

Employees of the Town Highway Department shall be provided a paid 15- minute break period each regular (8-hour) workday, and a 30 minute non-paid lunch period each regular workday.

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.

Seniority

1) Seniority, for the purpose of overtime work, shift assignments, and vacation leave (collectively “Seniority Benefits”) shall mean the status attained by the 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 set forth in this Agreement, shall have the sole discretion of choosing the personnel (s)he considers best qualified to perform any work.

2) Seniority Benefits shall be computed 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 (collectively “Seniority Rights”) shall mean the status attained by length of continuous employment with the Town,

commencing 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 1 year, the last employee laid off shall be the first employee re-hired. A registered letter delivered to the last known residence address of any employee or laid off employee shall be proper notice of recall. Any failure of any employee or laid off employee to respond within 5 days of the date of delivery of said letter shall indicate a lack of interest in re-employment, and shall cause an irrevocable waiver of any such employee's or laid off employee's Seniority Benefits and Seniority Rights.

4) 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.

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

6) 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.

Probationary Employees

A new labor class or non-competitive employee shall be a probationary employee without seniority until (s)he has been employed and actively at work for a period of 1 year (the "Probationary Period"). At the end of the Probationary Period, an employee shall either be terminated or entered on the seniority list of the highway Department as of the first day of his or her employment. Upon entry upon the seniority list, such

employee shall no longer be deemed or classified as a probationary employee. At any time during the Probationary Period, the Superintendent of Highways may remove, suspend without pay, and/or discharge any probationary employee whose performance does not meet the required work standards. Any such decision or determination shall be at the sole option and in the sole discretion of the Superintendent of Highways, without recourse.

Health Insurance

The Town agrees to pay the cost of health insurance for all full-time employees of the Town 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

Sick leave, vacation, and certain other rights, benefits, and privileges of employment, to the extent unused in a given time period or as accrued as based upon a given period of uninterrupted employment with the Town Highway Department, may be subject to accrual rights and/or rules as set forth in this Agreement. Unless expressly set forth in this Agreement, any given right, benefit, or privilege shall not have accrual rights. Each employee shall have the right to periodically obtain an accounting of his or her accrued rights, benefits, and/or privileges from the Superintendent of Highways.

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 120 days (960 hours) per employee.
- 2) Upon retirement, the dollar value (based upon the employee's rate of pay upon the date of retirement) of accumulated sick time (up to 120 days, or 960 hours, maximum) will be applied toward the cost of the retired employee's portion of the health insurance premium. The employee will be notified of the determined value of such accrual by the Highway Superintendent, who shall describe the manner in which such accrual will be paid out over the employee's period of retirement. No accrued benefit shall be paid in cash to any retired employee or to his or her estate, even if the full dollar value of the accrued benefit has not been paid for the retired employee's benefit at the time of death. No payment for accumulated sick time will be made for any non-retirement termination.

3) 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, provided they live in the same household as the employee.

4) 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.

5) Continuous sick leave beyond 4 working days must be substantiated by a doctor's statement upon the employee's return to work.

6) 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.

Personal Leave

Each employee shall be entitled to four (4) personal leave days per calendar year. 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.

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.

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.

Retirement

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

- 2) Accrued sick leave will be paid as set forth in sub-paragraph 2 of "Sick Leave" above.
- 3) 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.

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 3-month and 6-month probation periods, 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.

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 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 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 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 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.

Safety Equipment & Clothing Allowance

1. 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.

2. 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.

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

4. 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.

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

Meal Ticket

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.

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.

Grievance Procedures

Section 1: Definitions

- a.) An "employee" shall mean any person in the unit covered by this Agreement.
- b.) An "employer" shall mean the individual designated by the Town to review and resolve grievances.
- c.) The "Association" shall mean the Lansing Highway Association.
- d.) A "complainant" is any person or entity that commences any grievance procedure.
- e.) 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, or a complaint about the safety of the employees pertaining to their working conditions.
- f.) "Days" shall mean all days other than Saturdays, Sundays, or holidays, which shall be excluded in computing the number of days within which any action must be taken or notice given.

Section 2: Rights of the Complainant

- a.) The complainant shall have access to all written statement, records and materials relating to the grievance, with the exception of special briefs, etc. prepared by 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 or for the complainant to support or refute all allegations of any party in grievance.

Section 4: Mutual Rights

- a.) In the event of any failure by any employee to act in a timely manner hereunder, the grievance shall be deemed to be withdrawn on the merits unless the employee can show cause why such failure should be equitably excused, but only so long as the employee acts within 30 days of the required deadline. If the employer fails to make a decision within the time required, then the grievance shall be deemed upheld and shall in all respects be deemed final and binding upon the parties.

Section 5: Presentation of Grievance

Step One

An employee who claims to have a grievance shall present his grievance to the Superintendent of Highways within 5 days of its occurrence. The employer shall meet with the complainant to resolve the grievance within 3 working days. After the meeting, employer shall render a written decision upon the grievance within 5 working days of the meeting, a copy of which shall be delivered to the complainant and the Association.

Step Two

If any party is not satisfied with the decision of the employer at step one, including the Town and/or the Highway Superintendent, such party may request a hearing before the Town Board. Such request must be made within 5 days of the date of the decision referenced in Step One above. The hearing shall be held with 10 days after the request is received by the Town Board. The Town Board shall render a written decision within 5 days of the hearing, and copies shall be delivered to all parties and the Association.

Step Three

Any party aggrieved by any decision rendered at Step Two, above, may notify the Superintendent of Highways of their intention to submit the dispute to binding arbitration. The Employer and the Association shall be considered as parties under this Step Three. Thereafter, the aggrieved party must commence the arbitration by formal notice thereof within 10 days of the date the notice of intent to arbitrate was delivered to the Highway Superintendent.

Step Four

An arbitration committee shall be formed and comprised of 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 so appointed shall together select a third member. The Superintendent of Highways and the Association, or the aggrieved party, as applicable, shall select their member within 5 days of receipt of the formal notice of arbitration. Those members shall select the third member of the arbitration committee within 3 days of the date the later of them was selected and agreed to serve. A hearing must occur within 20 days of the date the third arbitrator is selected. At the hearing, the arbitration committee will hear the testimony of, and take evidence from, all parties. A written decision shall be rendered by the arbitration committee within 30 days of the hearing. The concurrence of 2 of the 3 arbitrators shall qualify as the decision of the arbitration committee. The decision of the arbitration committee will be final and binding upon all parties. It is anticipated that no costs will be incurred by any party as a result of this grievance procedure. However, if costs are incurred,

these costs will be borne equally by the Association and the Town. 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 any applicable laws, ordinances, rules, or regulations. Awards may not be retroactive beyond the date the grievance was filed.

Section 6: General Considerations

Any time limits set forth in this procedure shall be deemed time of the essence, but the parties may mutually agree to extend any deadlines. All matters of discipline resulting in dismissal of any employee shall be subject to the grievance procedure.

Legislative Action

Any provision of this Agreement requiring legislative action to permit its implementation, whether by amendment of law, by providing funding, or otherwise, shall not be or become effective until the appropriate legislative body has given any requisite approval(s).

In Witness Whereof, the parties hereto have executed this Agreement this 1st day of January, 2006.

Town of Lansing

by: _____

Stephen Farkas
Town Supervisor

The 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

Bonita Boles, Town Clerk