

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF LANSING
AND
LANSING HIGHWAY ASSOCIATION**

January 1, 2025 - December 31, 2027

Approved by Town Board at regular meeting duly called upon _____

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ARTICLE 1 - RECOGNITION

This collective bargaining agreement ("Agreement") is between the Town of Lansing, a municipal corporation existing under the laws of the State of New York ("Employer" or the "Town"), and the Lansing Highway Association, and alliance of certain Town Highway Department (Public Works Department) employees, hereinafter called the "Association."

SECTION 1 - STEWARDS

The Employer recognizes the right of the Association to designate a steward and an alternate steward ("Steward"), both of whom must be permanent employees, who shall (i) investigate and present of grievances to the Employer (or the designated Employer representative) in accordance with the provisions of this Agreement; and (ii) transmit messages and information to and from the Association and its officers. Stewards shall have no authority to take strike action, or any other action interrupting the Employer's business. Stewards shall be permitted reasonable time to investigate, present, and process grievances without loss of time or pay during regular working hours. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours, and Stewards shall spend only a reasonable amount of time in pursuit of such investigative and grievance processes. 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 be discussed with the Association, and failing any resolution the Employer may proceed in any manner authorized by law, including under Civil Service Law § 75.

SECTION 2 - NON-DISCRIMINATION

The Employer and the Association agree not to discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status, disability, disease, impairment, political beliefs, any political affiliations, membership in this Association, memberships in unions, or any participation in, or refusal to join-in or participate in, any collective bargaining units or activities, including complaints and grievances, or to otherwise engage in any other discriminatory acts prohibited by local, state or federal law. Each party shall support all activities that are lawful under the Taylor Law and retaliation by any party for lawful activities is expressly prohibited.

SECTION 3 - 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 Association business by the employees and authorized representatives of the Association.

ARTICLE 2 - MANAGEMENT RIGHTS

It is recognized that the management of the Town of Lansing, its government, control of its properties, the maintenance of order, completion of duties and work, and the efficiency of operations are solely responsibilities of the Town, both as Employer and as a government. Accordingly, the Town retains and reserves unto itself all rights, powers, authority, duties, and responsibilities set forth in common and statutory law, and the regulations of the United States and State of New York, except as may be expressly conditioned or limited by this Agreement. Unless the authority of the Town is expressly limited or superseded, it shall be presumed that the Town maintains its management rights, including but not limited to the rights to:

1. Select, direct, and assign the work force, including to hire, suspend, or discharge for just cause, promote, layoff, discipline, evaluate, train, re-train, and transfer employees, and to memorialize and document the performance of employees.
2. Determine the standards of service provided by the Town.
3. Determine the schedule and hours of work, including the amount of overtime.
4. Decide the number and locale of its facilities, stations, and 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.
5. Make reasonable and binding rules and procedures, including as set forth in any operations manuals, policies, or employee handbooks, except that the same shall not be deliberately inconsistent with the terms of this Agreement and any changes that are inconsistent shall be the subject of bargaining.
6. Determine the necessary job classifications, job descriptions, civil service rosters, content, standards, classifications, and rates applicable to all employees, the number of employees necessary at any time, seasonally or otherwise, for any job or to fulfill its mission and objectives.

It is understood that the above rights of the Town, including as Employer, are not all-inclusive, but indicate the types of matters and 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 or possessed by the Town by statute, law, regulation, or the like.

ARTICLE 3 - BARGAINING UNIT

SECTION 1 - DEFINED

The bargaining unit shall consist of all full-time, non-seasonal highway (Public Works Department) workers, except the Highway Superintendent, Deputy Highway Superintendent, Working Supervisor, Secretary to the Highway Superintendent and any clerical staffing of such Highway Department. Per diem and other workers, even seasonal workers, who may work a full-time schedule are not part of the bargaining unit. The terms and conditions of this Agreement shall apply to all such employees of the Employer performing work that traditionally has been, presently is, and which in the future shall be, assigned or related to the duties of the highway workers of the Town. For purposes of clarity, this means that highway workers performing non-highway tasks for the Town are still covered employees, *not* that non-highway workers performing highway work are covered.

SECTION 2 - PROTECTION OF UNIT WORK

Bargaining unit work shall usually be performed by bargaining unit employees, but this rule shall not prevent the Highway Superintendent, Deputy Highway Superintendent, or other Town employees performing bargaining unit work. Nor shall this general rule prevent the hiring of independent contractors to perform public works and complete discreet projects, but it shall generally be construed to prevent the contracting-out of regular bargaining unit work.

ARTICLE 4 - SENIORITY

SECTION 1 - SENIORITY LIST

A list of employees arranged in order of their seniority, based upon length of continuous service, shall be posted at all times upon the Association bulletin board, and such list shall state each employee's seniority date. Continuous service shall mean the uninterrupted period of continued employment by the Town in a position and upon employment terms eligible for seniority, regardless of whether in the conditional, probational, provisional, or permanent civil service. This list shall be kept and regularly updated after any change in staffing at the Highway Department. The principles of seniority shall prevail at all times, and these principles shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, and vacations. Seniority rights may only be broken or reset for a layoff in excess of three years, and any employee on layoff who works a total of five days in any 12-month period after layoff shall preserve their seniority. Otherwise, seniority and seniority benefits may only be lost for the following reasons:

1. Any non-reversed discharge, any resignation, or any "implied resignation" An implied resignation shall automatically occur whenever any employee is absent for 5 consecutive, normally scheduled workdays without notification to the Highway Superintendent.
2. Any unsubstantiated reason for any failure to return to work when recalled from layoff or any approved leave of absence.
3. Any retirement or any voluntary or involuntary discontinuance of work due to any actual or declared permanent disability for which (i) disability benefits are applied for or have been paid, or (ii) 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.

SECTION 2 - PROBATION

A new highway worker shall work under the provisions of this Agreement but shall remain an employee at will until (a minimum 6 months) a maximum fifty-two (52) week probationary period has lapsed (unless earlier waived by the Employer). Such employee shall not be discharged or disciplined for the purpose of evading this Agreement, on the basis of Association membership, for purpose of discouraging Association membership, or to avoid adding employees to the seniority list and after fifty-two (52) weeks such employee shall be permanently employed under the Tompkins County Civil Service Rules and placed on the official seniority list, with the date of first employment being the seniority date on such list.

The Highway Superintendent will review individual employees subject to review prior to the end of the maximum fifty-two (52) week 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.

ARTICLE 5 - 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 Association 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 Association 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 that requires any admission but acknowledging receipt of any statement may be required. No recording devices of any kind shall be used during any disciplinary proceedings unless each such party receives a copy of the recording, and the recording is agreed to by the employee, the Employer, and the Association. Because of the protections afforded by this Agreement no covered employee shall be entitled to the protections of §§ 75 or 76 of the Civil Service Law, which rights and benefits are hereby waived, and all such employees instead elect to proceed by grievance. However, the Employer may proceed under the Civil Service Law and an employee shall have all rights to defend.

ARTICLE 6 - GRIEVANCES

SECTION 1 - DEFINED

A grievance is (i) any dispute concerning the interpretation or application of the terms of this Agreement, or rights and duties claimed to exist hereunder, to any matter, job, decision, rule, or processing, or (ii) any complaint initiated by any employee who is an Association member that they have been denied seniority, are improperly being subjected to interference, coercion, restraint, discrimination, or reprisal, or (iii) that any unsafe working conditions exists.

SECTION 2 - GRIEVANCE PROCEDURE

All grievances shall be filed within fifteen working days of the event, matter, or occurrence that gives rise to such dispute or matter, and if a determination or matter is not grieved it shall be deemed accepted and acceptable and all parties shall waive the right to grieve the matter. Once timely filed, the procedural steps of the grievance procedure shall be as follows:

Step 1: The employee shall present the basis for a grievance to the Steward and the Steward shall advise the employee of rights of grievance and the employee's right to be represented at all times throughout the process by the Association or counsel employed by the employee (though the Association reserves the right to counsel, on its own or such employee's behalf, but it does not have the duty to hire any such counsel). The Steward shall assist the employee in presenting the grievance to the Town, and to reach an amicable solution. The presentation to the Town may be oral or written, and in the event the matter is not resolved within 10 days the matter shall proceed to Step 2.

Step 2: The second step of the grievance procedure shall require that a formal written grievance be filed with the Town Highway Superintendent or Town Supervisor within 10 days of the matter becoming eligible to proceed to Step 2. The Town shall, within 5 business days of receipt thereof, issue a formal response, and the grievance shall proceed to bargaining and discussions based only upon those statements. Any documents, witnesses, employees, or persons necessary to resolve the grievance or dispute may be required to attend the grievance meeting, and the parties shall resolve the dispute or grievance within 10 days of the filing of the Town's responding statement. If not so resolved, the grievance shall proceed to Step 3. All Step 2 procedures shall be memorialized in writing, and the Association and the Employer shall have the opportunity to present or request the submission and consideration of written documents and materials and oral testimony from any person.

Step 3: The third step of the grievance procedure shall require that a formal written notice of a desire to proceed to Step 3 be delivered to the other party by the pursuing party within 14 days of the date that the matter became eligible for consideration under Step 3. A Step 3 hearing shall be formal and between the Association's chosen representative and a representative of the Town selected by majority vote of the Town Board or, absent a timely vote thereupon, then the Town Supervisor. The presentation to such representatives shall be either oral or written, as the representatives may decide (and if there is no agreement or decision, then the presentation shall be oral). Each party and each representative shall have the opportunity to present or request the submission and consideration of written documents and materials and oral testimony from any person, and such presentation shall be conducted within 14 days of the filing of a notice, and a joint or individual recommendations upon the matter shall be submitted

by the representatives within 14 days of the first date of submission of evidence or argument, or within 5 days of the close of the presentations or hearings, whichever shall first arrive. The recommendation(s) of the representatives shall be considered by the Town Board, which shall decide the matter in writing within 14 days of submission, and a copy of such determination shall be promptly delivered to all parties. Any party that disagrees with the determination of the Town Board may appeal and advance the grievance to Step 4.

Step 4: Any party may appeal any Step 3 determination by filing an objection or appeal thereof through 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 date of delivery of the Step 3 determination. The arbitrator's determination shall be binding, subject only to judicial review, but the arbitrator has no power to add to, subtract from, or alter the specific terms of this Agreement; nor may the arbitrator consider matters outside of the specific scope of the grievance and replies as set forth in the written submissions of Step 2. 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.

ARTICLE 7 - REVIEW OF PERSONAL HISTORY FOLDER

Any employee may, within 5 days of request, be entitled to examine such employee's personal history folder. This right shall not be abused, the Town agrees to notify employees of any adverse or disciplinary records upon placement into any employee file, and the employee has the right to challenge any such record by grievance.

ARTICLE 8 - LICENSES

Any expense for any licensing, including Commercial Driver's License (CDL), required by the Employer or required by law shall be paid for by the Employee.

ARTICLE 9 - HEALTH AND SAFETY

SECTION 1 - EQUIPMENT

The Employer shall not require any employee to operate any equipment that is not in safe operating condition or not in compliance with any rule, statute, ordinance, or regulation pertaining to safety. An employee shall not be required to use any equipment that the employee reasonably or in good faith believes is not in safe operating condition or not in compliance with any rule, statute, ordinance, or regulation pertaining to safety. Upon the occurrence of either of the foregoing events, such equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted. If the complaint was unfounded or the equipment is inspected or repaired, then the town's mechanic or the

Highway Superintendent (or Deputy Superintendent) may remove the tag. Any employee who disagrees that the matter has been adjusted may file a grievance.

SECTION 2 - DANGEROUS CONDITIONS

While highway, elevated, and underground work is inherently dangerous, as is confined space work, under no circumstances shall an employee be assigned or required to engage in any activity involving work sites, tools, or equipment that violate any safety requirements imposed by law, or any unusually dangerous conditions of work posing a risk to persons or property. Such dangers shall be the subject of prompt notice to the Steward and the Highway Superintendent, or their deputies or designees.

SECTION 3 - SAFETY EQUIPMENT AND 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 eyeglass(es) that are not "safety lenses", then the Employer will reimburse the employee for the initial cost of one pair of safety lens prescription eyeglasses ("Prescription Safety Glasses") up to \$200. The Employer will also reimburse full-time employees for the cost of repair of Prescription Safety Glasses if accidentally damaged on the job, up to \$200. Proper receipts shall be provided to the Highway Superintendent, who shall present and prepare vouchers for processing reimbursement payment(s). However, the replacement of Prescription Safety Glasses is limited to Prescription Safety Glasses that were purchased by the Employer. Safety Glasses may be replaced every three years, unless there is a major change in the employee's prescription.
3. Safety Work Shoes, Safety and Carhartt-Type Clothing and Work Clothes - The Employer will reimburse full-time employees up to \$750.00 per calendar year for the cost of these items, with reimbursement to be provided after presentation of proper receipts therefor to the Highway Superintendent, who shall present and prepare vouchers for processing reimbursement payment(s). Employees shall utilize an approved vendor that allows for direct charges to the Town, otherwise employee will not be reimbursed for the sales taxes.

ARTICLE 10 - WAGES AND HOURS

SECTION 1 - HOURS

The standard guaranteed workweek for all employees shall be 40 hours. The standard guaranteed workweek shall consist of 5 consecutive 8-hour workdays running from 6:00 am to 2:00 pm Monday through Friday. At the discretion of the Highway Superintendent, employees may be required to work 4 consecutive guaranteed 10-hour workdays running from 6:00 am to 4:00 pm Monday through Thursday.

ASSIGNING ADDITIONAL HOURS - Overtime hours, outside of snow removal, will be distributed as equally as possible.

EARLY SHIFT - In any given year and at the discretion of the Highway Superintendent, the winter work schedule may include an early shift. Early shift working hours will be determined by the Highway Superintendent and notice of scheduling shall be provided to employees at least one week in advance of the commencement of any such early shift. The current early shift hours are usually from 9:00 p.m. until 5:00 a.m., daily, commencing Sunday night and ending Friday morning (or at such other hours upon such days as reasonably determined by the Highway Superintendent). 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. The Highway Superintendent will determine the number of employee(s) that will work the early shift. Any employee(s) working the early shift will be compensated four dollars (\$4.00) per hour above their regular hourly rate for the early shift working hours (the "Early Shift Differential" or "ESD"). The ESD payment (\$4.00) shall be subject to overtime or time and a half (and similar) rules. Employee assigned to work the Early Shift and work overtime in conjunction with the shift will have the ESD included in their overtime calculation.

EARLY CALL INS AND AFTER SHIFT HOLD-OVER PAY - If any employee is called-in to such employee's shift earlier than the regular start time for such shift, or is requested or required to stay after the normal end of shift time, and such employee elects not to start their shift early or depart their shift early, if possible, then such employee shall be paid overtime for such outside-of-regular shift hours worked.

BREAK AND LUNCH PERIODS - Employees of the Town Highway Department shall be provided a paid 15-minute break period and a paid 30-minute meal break during each regular workday, all in accordance with Town Board Resolution 19-102.

OVERTIME PAY - 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.

CALL-IN PAY - The Employer agrees that in the event of a call-in for emergency work, the employee will be paid a minimum of 3 hours at the Overtime Rate. However, if the call-in is upon any Holiday listed in this Agreement, then the employee will be paid at 2 times the regular rate with that same 3-hour minimum, and holiday pay shall be in addition to any regular holiday pay for such holiday.

SECTION 2 - WAGES & PAY BENEFITS

WAGES - As of January 1, 2025, a new five step classification system, based on Step 1-Hire Rate to Step 5- 13 or more years of service, will be utilized. Wage and Step increases will be provided on and based on the years of service as of January first. Once an employee reaches Step 5, they would remain on that step and receive the annual Cost of Living adjustment established for that year. See Appendix A for Field Staff Job Classification System and Wage Scale.

Cost of Living adjustment for year 1 of the contract (2025) will be 4%, year 2 (2026) will be 3.5%, and year 3 (2027) would be 3%. Association employees hired prior to January 1, 2016 will receive the same cost of living adjustment percentage that is applied to the wage classification system each year.

NEW HIRES - New employees will be hired at Step 1- Hire rate for the applicable title and will progress through the wage scale based on years of service as of January first of each year. The Highway Superintendent has the ability to offer a new employee that has broader skills and experience the hourly rate at Step 2. If a new employee is hired at the higher step they will remain on that step and progress from there on based on their years of experience as of January first of that year.

COMPENSATION PAY - Compensatory (hourly) pay shall be in accord with the step program applicable to the position of the employee as set forth above.

LONGEVITY PAYMENTS - As of January 1, 2025, and for employees hired on or after January 1, 2016, Association employees who have reached at least 14 years of service as of December 31st of the payment year will receive an annual lump sum Longevity payment in the amount of one thousand dollars (\$1,000). Payments will be paid once per year with the last paycheck of the year. Longevity payments will not be included in base wages. Retirees shall receive a prorated longevity payment on a pro-rata basis at the time of retirement. Longevity payments will not be made to those resigning or terminated.

CLASS A (CDL) DRIVER'S LICENSE - Employees who hold a valid Class A (CDL) driver's license will be paid an additional \$1.00 per hour in addition to their regular hourly base rate. MEO's with a Class A CDL are shown on Class C of the Job Classification System.

MINIMUM WAGE LAWS - To the extent that any state or federal minimum wage laws require a higher rate of pay, then such higher wage rate shall prevail as a base wage rate.

PAYDAY - Employees shall be paid bi-weekly and shall be paid by 11:00 a.m. on Thursdays. Errors or shortages shall be corrected by lunch break on the workday following payday except in cases where the shortage is more than \$25, in which case the shortage shall be paid by the end of the Employee's shift on the third workday following payday.

COMPENSATION TIME - A highway worker may elect to accumulate compensation time for hours worked outside their normal workday instead of being paid for those hours at their 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 (and holiday and call-in pay shall be credited at their increased rates as well). A maximum of 120 hours of Compensation Time may be accumulated during any single calendar year and such bank may not be re-charged (all time booked and used counts towards the 120-hour limit). Time not used will be compensated by December 31st of each year, with the last payroll of the year. The last payroll of the year is usually before December 31st, so any hours not used will be paid. If compensation time planned in the last few weeks of the year cannot be taken, because of bad weather or other cause, it will be paid in the first payroll of the following year, at the pay rate

at which it was earned.

MEAL TICKETS - Meal tickets will 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 in their sole discretion. A 30-minute mealtime at any establishment shall be strictly observed, and meal tickets have a value of up to \$21.00 per meal (unused amounts are not subject to being paid or reimbursed). Tax and tips will be the responsibility of the employee.

MECHANIC'S PERSONAL HAND TOOLS - 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 toolbox is severely damaged or destroyed, the Employer will fairly compensate the mechanic for such loss. The severely damaged or destroyed toolbox 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, compensation time, accrued vacation, and personal leave credits, each as payable under existing Town policies.

SECTION 4 - LAY OFF AND RECALL NOTICE

The Employer shall provide any employee being laid off with one week's notice of layoff or, in lieu thereof, one week's pay. This notice or pay shall be in addition to all other benefits provided for by this Agreement. A laid off employee shall be given 14 days' notice of recall, and such notice shall be mailed to the employee's official address listed in town records by certified mail. Employees who fail to respond within the 14 days and who fail to appear at work on the first workday after recall lose all rights of recall and seniority and shall be deemed to have voluntarily resigned. Employees are responsible for notifying the Employer of any address change at any time.

ARTICLE 11- HEALTH AND WELFARE

Employees will continue to be enrolled in the Greater Tompkins County Municipal Health Insurance Consortium. For the term of this Agreement, all contributions by employees for

individual and family plans, and other coverages and electives, are as set forth in existing Town policies, except that the employee's contribution towards the cost of health insurance policies shall remain throughout the term of this Agreement at 12.5% for both individual and family policies.

The Employer shall also provide employees with Workers' Compensation Insurance, Social Security, and Unemployment Insurance, as required by state or federal law, and the Employer shall provide Employees with disability benefits as set forth in existing Town policies.

Post-retirement medical coverage benefits and contribution requirements shall also be as set forth in existing Town policies, including the right to accumulate up to 1,320 hours of unused sick pay and apply the value thereof towards the future cost.

ARTICLE 12 - PENSION

The Employer will continue participation in the New York State and Local Employee Retirement Systems, without payroll deduction to the employees who so qualify under the rules of that system, and the rules of such system, and the applicable tier therein, shall be binding upon the parties.

ARTICLE 13 - VACATION

Each full-time employee shall receive a paid vacation in accordance with the following schedule:

1 year	-	15 days (120 hours), to be prorated for the first year of service.
2 years	-	15 days (120 hours)
3 years	-	15 days (120 hours)
4 years	-	15 days (120 hours)
5 years	-	15 days (120 hours)
6 years	-	15 days (120 hours)
7 years	-	15 days (120 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)

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. Unused vacation time may be paid at the option of the employee, or it may be accrued from year-to-year subject to the limits and for the purposes as set forth in existing Town policy. Annual vacations or vacation schedules shall be as agreed upon between the employees and the Highway Superintendent, and in the event of an irreconcilable conflict, seniority rules shall apply.

ARTICLE 14 - HOLIDAYS

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

- | | | |
|-----|--------------------------------|---------------------------------------|
| 1) | New Year's Day | January 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) | Juneteenth | June 19 th |
| 6) | Independence Day | July 4 th |
| 7) | Labor Day | 1 st Monday in September |
| 8) | Veterans Day | November 11 th |
| 9) | Thanksgiving Day | 4 th Thursday in November |
| 10) | Day after Thanksgiving | 4 th Friday in November |
| 11) | Christmas Day | December 25 th |
| 12) | Floating Holiday | |
| 13) | 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 15 - LEAVE TIME

SICK AND PERSONAL LEAVE - Sick leave time, personal time, and bereavement leave shall be as set forth in the Town's existing policies. Sick leave includes time to care for ill family members, and all forms of leave time required by federal or state law, such as family leave time, shall be observed without loss of seniority. However, personal days shall require at least 7-days' notice to and the approval of the Highway Superintendent, and extended bereavement time may be granted (without loss of pay upon substitution of other available leave or vacation time) upon approval of the Highway Superintendent. For the purpose of determining any benefits, paid sick leave days will be construed as days worked, but continuous sick leave beyond 4 working days must be substantiated by a medical doctor's (or qualified medical professional's) statement upon the employee's return to work. After 7 consecutive calendar days of sick leave, short-term or long-term disability rules and benefits apply as set forth in existing Town policies, but in no event may disability pay plus any cash-out of benefits exceed regular full-time pay. 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.

EXTENDED LEAVES OF ABSENCE - Extended personal leaves of absence may be granted for a reasonable period of time 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: (i) a medically documented physical or mental illness, provided that the employee first utilizes all sick leave accruals prior to seeking any leave of absence; and (ii) to attend any accredited school or university, provided that the courses enrolled in mutually benefit the employee and Employer, and a determination of the existence of a "mutual benefit" shall be made by the Employer, in its sole and absolute discretion, without recourse.

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 and required by law for the duration of such leave.

JURY DUTY, VOTING, AND MISCELLANEOUS LEAVES - Any regular employee called for jury duty or subpoenaed to appear as a witness in any court or administrative proceeding on Town Business, Fire District (or fire company or department) business, or for other public business purposes, shall be granted paid 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 the employee's applicable hourly wage and the actual payment received for that duty or appearance, such as witness or jury fees. Leave time for voting shall be provided as required by law.

ARTICLE 16 - MAINTENANCE OF STANDARDS

The employer agrees to continue its current practice of providing employees with \$100 yearly towards the cost of health club memberships. Any other benefit or terms of employment generally provided to all employees, including as set forth in the town's personnel policies shall continue to apply unless expressly superseded by this Agreement. If the Town shall propose to elect to voluntarily change any such policy or term or condition of employment, the Town shall give the Association notice and an opportunity to bargain and discuss such changes to Town policy or employee handbooks.

ARTICLE 17 - SUBCONTRACTING

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

ARTICLE 18 - DECLARATION OF NO STRIKE POLICY

In consideration of the Employer's recognition of the Association as the sole and exclusive

bargaining representative of the member employees, the Association does hereby again 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 Association not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Association or the employees.

ARTICLE 19 - LEGISLATIVE ACTION

The Employer shall prepare, secure introduction, and recommend passage by the appropriate legislative body of this Agreement, and the Steward agrees to do likewise as respects the Association. However, it is agreed that any provision hereof that requires legislative action or membership approvals shall not become effective until so approved.

ARTICLE 20 - DURATION, NOTIFICATION, AND REOPENING

This Agreement shall continue in full force and effect from January 1, 2025 through December 31, 2027, but either Party may reopen this Agreement on written notice to the other Party by registered or certified mail given at least 90 days prior to the end of any calendar year for the sole purpose only of negotiation regarding health insurance contributions (and related benefits) and wages. The 90 days immediately after giving of notice shall be called the "90-day notice period." If the parties fail to reach agreement within the 90-day notice period, or within such additional period mutually agreed on, the matter in dispute shall be resolved as provided in this Agreement or as required by law, but the parties shall not be relieved of their obligations under the no-strike/no-lockout clauses of this Agreement. All provisions of this Agreement not expressly subject to reopening as provided above shall remain in full force and effect, including during such 90-day notice period.

AGREED TO AND SIGNED, upon the dates noted, by:

LANSING HIGHWAY ASSOCIATION

By: _____, Steward

Date: _____

TOWN OF LANSING, Highway Department

By: _____, Highway Superintendent

Date: _____

TOWN OF LANSING, Town Board

By: _____, Town Supervisor

Date: _____

APPENDIX A:
2025

TOWN OF LANSING FIELD STAFF JOB CLASSIFICATION SYSTEM			2025 HOURLY WAGE SCALE				Years of service as of 1/1/25		104.00%
CLASS	CIVIL SERVICE TITLE		Step 1 HIRE Year	1-4 years of service & year after	Step 3 - 5-8 years of service	Step 4 9-12 years of service	Step 5 13 or more years of service	Hired prior to 1/1/16	
Lansing Highway Association Staff									
D	(Sr.) Heavy Equipment Mechanic	HOURLY 40 HR Annual	\$ 33.09 \$ 68,836.70	\$ 33.77 \$ 70,241.54	\$ 34.46 \$ 71,675.04	\$ 35.16 \$ 73,137.79	35.880 \$ 35.88 \$ 74,630.40		
C	Automotive Mech Asst. (H E Mechanic) Motor Equipment Operator w A CDL	HOURLY 40 HR Annual	\$ 29.69 \$ 61,746.15	\$ 30.27 \$ 62,963.83	\$ 30.87 \$ 64,206.36	\$ 31.48 \$ 65,474.24	\$ 32.10 \$ 66,768.00	\$ 41.10	
	Class A CDL Increased value of:	\$ 1.00							
B	Motor Equipment Operator	HOURLY 40 HR Annual	\$ 28.69 \$ 59,666.15	\$ 29.27 \$ 60,883.83	\$ 29.87 \$ 62,126.36	\$ 30.48 \$ 63,394.24	31.096 \$ 31.10 \$ 64,688.00	\$ 40.10	
A	Laborer	HOURLY 40 HR Annual	\$ 24.13 \$ 50,188.63	\$ 24.62 \$ 51,212.89	\$ 25.12 \$ 52,258.05	\$ 25.64 \$ 53,324.54	26.156 \$ 26.16 \$ 54,412.80		
Red indicates possible future titles									

2026

TOWN OF LANSING FIELD STAFF JOB CLASSIFICATION SYSTEM			2026 HOURLY WAGE SCALE				Years of service as of 1/1/26		103.50%
CLASS	CIVIL SERVICE TITLE		Step 1 HIRE Year	1-4 years of service & year after hired	Step 3 - 5-8 years of service	Step 4 9-12 years of service	Step 5 13 or more years of service	Hired prior to 1/1/16	
Lansing Highway Association Staff									
D	(Sr.) Heavy Equipment Mechanic	HOURLY 40 HR Annual	\$ 34.26 \$ 71,254.05	\$ 34.96 \$ 72,708.21	\$ 35.67 \$ 74,192.05	\$ 36.40 \$ 75,706.18	37.136 \$ 37.14 \$ 77,251.20		
C	Automotive Mech Asst. (H E Mechanic) Motor Equipment Operator w A CDL	HOURLY 40 HR Annual	\$ 30.69 \$ 63,837.34	\$ 31.30 \$ 65,097.70	\$ 31.92 \$ 66,383.77	\$ 32.55 \$ 67,696.10	\$ 33.19 \$ 69,035.20	\$ 42.51	
	Class A CDL Increased value of:	\$ 1.00							
B	Motor Equipment Operator	HOURLY 40 HR Annual	\$ 29.69 \$ 61,757.34	\$ 30.30 \$ 63,017.70	\$ 30.92 \$ 64,303.77	\$ 31.55 \$ 65,616.10	32.189 \$ 32.19 \$ 66,955.20	\$ 41.51	
A	Laborer	HOURLY 40 HR Annual	\$ 24.98 \$ 51,953.68	\$ 25.49 \$ 53,013.96	\$ 26.01 \$ 54,095.87	\$ 26.54 \$ 55,199.87	27.076 \$ 27.08 \$ 56,326.40		
Red indicates possible future titles									

TOWN OF LANSING FIELD STAFF JOB CLASSIFICATION SYSTEM 2027 HOURLY WAGE SCALE Years of service as of 1/1/27 **103.00%**

CLASS	CIVIL SERVICE TITLE		Step 1 HIRE Year	1-4 years of service & year after hired	Step 3 - 5-8 years of service	Step 4 9-12 years of service	Step 5 13 or more years of service	Hired prior to 1/1/16
Lansing Highway Association Staff								
D	(Sr.) Heavy Equipment Mechanic	HOURLY	\$ 35.28	\$ 36.00	\$ 36.74	\$ 37.49	38.254	
		40 HR Annual	\$ 73,383.61	\$ 74,881.24	\$ 76,409.42	\$ 77,968.80	\$ 79,560.00	
C	Automotive Mech Asst. (H E Mechanic)	HOURLY	\$ 31.59	\$ 32.21	\$ 32.85	\$ 33.50	\$ 34.16	\$ 43.75
	Motor Equipment Operator w A CDL	40 HR Annual	\$ 65,698.31	\$ 66,996.65	\$ 68,321.48	\$ 69,673.34	\$ 71,052.80	
	Class A CDL Increased value of:	\$ 1.00					5.0%	
B	Motor Equipment Operator	HOURLY	\$ 30.59	\$ 31.21	\$ 31.85	\$ 32.50	33.156	\$ 42.75
		40 HR Annual	\$ 63,618.31	\$ 64,916.65	\$ 66,241.48	\$ 67,593.34	\$ 68,972.80	
A	Laborer	HOURLY	\$ 25.73	\$ 26.26	\$ 26.80	\$ 27.34	27.892	
		40 HR Annual	\$ 53,526.87	\$ 54,619.25	\$ 55,733.93	\$ 56,871.36	\$ 58,032.00	
Red indicates possible future titles								