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AGREEMENT

BETWEEN

TOWN OF AMHERST
COUNTY OF ERIE, NEW YORK

AND

AMHERST HIGHWAY EMPLOYEES' ASSOCIATION, INC.

YEARS:
2006-2010

RECEIVED
NYS PUBLIC EMPLOYMENT RELATIONS BOARD
MAY 18 2009
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SCHEDULES

SCHEDULE A - SALARY PLANS
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SCHEDULE C - MEMORANDUMS & AGREEMENTS
LEGISLATIVE REVIEW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

PREAMBLE

THIS AGREEMENT entered into by and between the TOWN OF AMHERST, COUNTY OF ERIE, STATE OF NEW YORK and the AMHERST HIGHWAY EMPLOYEES ASSOCIATION, INC. for the purpose of establishing for those employees covered by this agreement, equitable and uniform wage rates and working conditions compatible with joint responsibilities of the Town and its employees to serve the public. It shall be the further purpose of this agreement of the parties to promote the highest degree of efficiency in the conduct of the Town's services.

WITNESSETH

It is mutually agreed and understood that this agreement is made and executed pursuant to the Public Employees Fair Employment Act, Article 14 of the Civil Service Law of the State of New York, and now is in effect and as may hereafter be amended from time to time, and also pursuant to the provisions of the Local Laws of the Town of Amherst.

For the purpose of this agreement, the parties shall be hereinafter referred to as follows:

(a) Town of Amherst, "Town"

(b) Amherst Highway Employees Association, Inc., "AHEA"
ARTICLE 1
RECOGNITION

The Town of Amherst, Erie County, New York hereby recognizes the Amherst Highway Employees Association, Inc. as the exclusive bargaining agent for all full-time employees of the Town of Amherst Highway Department receiving compensation on an hourly basis. The AHEA agrees that it will not interfere with, coerce or intimidate any employee into joining the AHEA. The AHEA recognizes that no employee is required to join the AHEA but that every employee has the right to choose of his own free will as to whether or not he will or will not join the AHEA.

ARTICLE 2
MANAGEMENT

Without limitations upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Town Board and Department Heads shall have the right to exercise all normally accepted management prerogatives, subject to the grievance procedure hereinafter provided, including:

A. Subject to the provisions of the Civil Service Law of the State of New York and such rules as the Personnel Officer of the County of Erie may adopt and make applicable to the Town, to appoint such employees as it may require for the performance of its duties, fix and determine their qualifications, duties, job titles and compensation, to suspend, discharge, promote, demote or transfer or release employees because of lack of work or for other proper and legitimate reasons.
B. The right to fix operating and personnel schedules, determine work loads, arrange transfers, order new work assignments, and issue any other order or directive intended to carry out the managerial responsibilities and duties imposed upon the Town officials by law.

C. Supervisory employees shall not perform any duties of any other employees covered by this agreement except in emergency situations.

ARTICLE 3
CHECK OFF OF AHEA DUES

The Town shall deduct dues from the paycheck of employees who are members of the AHEA upon proper authorization for such deduction by each employee, a sum certified by the Secretary and/or Treasurer of the AHEA. These payments are to be forwarded to said Secretary and/or Treasurer on a payroll basis.

ARTICLE 4
WORK RULES

The work rules agreed upon and presently in effect shall not be changed or modified except by mutual agreement in writing between the Town and the AHEA. The work rules are incorporated into this agreement by reference hereto.

An unresolved complaint as to the reasonableness of any new or existing work rule shall be resolved through the grievance procedure.
ARTICLE 5

WORKING CONDITIONS

The Town shall notify the AHEA at least seven days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Town has no control.

ARTICLE 6

COMPENSATION

A. Compensation. Effective as of January 1, 2006, the Town shall pay compensation in accordance with Schedule A attached hereto.

B. Plan of Class Titles. The payment of salaries and the granting of annual salary increments shall be pursuant to the Plan of Class Titles and Salary Ranges as approved by the Town Board of the Town of Amherst.

C. Work in Higher Classification. No employee shall be permitted to work in a higher classification. In the event no regular full-time employee in a classification is available, the Town may use employees who have completed the training program in the order of their completion dates. If no employee who has completed the training program is available, an employee enrolled in the appropriate training program to achieve that higher classification may be used to perform the work, provided the employee is qualified and supervised pursuant to the training program. If an employee enrolled in the training program is used, he or she shall receive credit for the hours worked as well as receiving the appropriate pay. All hours worked in the higher classification due
to no employee in the classification being available shall be paid at the rate of the higher classification, unless the employee is utilized in an overtime situation, in which case the employee shall be paid overtime pay at the higher rate. In the event no employee in the appropriate classification is available, and no employee who graduated from or is enrolled in the appropriate training program is available, employees who formerly held the needed classification may be used to perform the work.

D. Date of Payment. The salaries and wages of employees shall be paid on the same day every two weeks. In the event this day is a holiday, wherever possible, the preceding day shall be the payday. Each employee's pay stub shall contain his or her accumulated sick time, personal time, compensatory time and vacation time. This provision shall be implemented within 6 months of the signing of the agreement.

E. Meals. Employees who complete their regularly scheduled work shift of eight (8) hours and are required to continue for an additional period of not less than four (4) hours, shall be allowed a meal allowance of $10.00, and an additional $10.00 after fifteen (15) hours of snow or ice removal operation. A one-half hour meal period shall be allowed. Such meal allowance shall apply to work performed under the circumstances set forth above on weekdays and weekend days. Effective 1/1/08, the meal allowance shall be increased to $12.00.

F. Shift Differential. In addition to the established wage rates, there shall be a shift differential as follows: all employees working other than the first shift (the day shift Sunday through Saturday) shall be reimbursed an additional $0.75 per hour. Shift premiums will be applicable only for hours worked and will not be paid for any paid time off. The shift differential shall be added to the normal hourly rate in computing the overtime rate.
G. **Premium Pay.** A premium rate of one dollar and seventy-five cents ($1.75) per hour shall be paid to all employees who are called in for sanding or snowplowing and related job assignments outside of 7:00 a.m. to 3:30 p.m. Monday through Friday and for any hours worked on Saturday and Sunday. This premium rate shall be in addition to any overtime hours worked and calculated pursuant to paragraphs (1) and (2) above but, the additional premium shall be added to the normal hourly rate in computing the overtime rate.

H. **Stand-by Pay.** An employee on stand-by for highway sanding duty shall receive a minimum of three hours pay per day. Highway sanding stand-by shall commence on the first day of November and shall end on the 31st day of March, provided, however, the Superintendent of Highways may accelerate the starting date and extend the termination date of such period in accordance with weather conditions.

I. **CDL Reimbursement.** The Town will reimburse employees for the difference in cost for the fee between a New York State passenger license and a New York State commercial driver’s license (CDL).

J. **Training Stipend.** The Town shall pay a training stipend of $3.00 per hour to employees approved as trainers while actively training other employees in the training program. This paragraph shall become effective immediately upon implementation of the training program.

K. **Applicator's Stipend.** The Town shall pay a stipend of $500.00 per year for employees who are required to possess an applicator's license.
ARTICLE 6 A

OVERTIME

A. Overtime.

(1) All work performed over forty (40) hours in anyone calendar week shall be considered as overtime and paid for at the overtime rate of time and one-half. A weekly or bi-weekly paid employee's regular hourly rate shall be considered to be one-fortieth (1/40) of his regular weekly rate. When a weekly or bi-weekly paid employee works in any calendar week in excess of forty (40) hours, he shall be paid one and one-half times his regular hourly rate for such excess hours.

(2) Overtime shall also be paid at the rate of time and one-half (1 1/2) for all hours actually worked beyond the regularly scheduled eight (8) per day when an employee is required to work 12 hours or more in one day. For the purposes of the previous sentence, all hours worked after midnight shall be included as hours worked for the previous day if the shift began prior to midnight.

(3) Overtime will be paid only for hours actually worked in excess of forty (40) hours per calendar week. Paid absences for holidays provided for in Article 11 and paid absences for vacation provided for in Article 12 and Work Rules Section 8.04, paid absences for personal leave provided for in Article 14(D), and paid absences for bereavement leave provided for in Article 14(A) shall be considered as time worked for the purpose of computing overtime. Absences from work for any other reason, regardless of whether such absences are otherwise compensated or paid for, including, without limitation, absences for sick leave, jury duty, meal breaks and time spent on stand-by, shall not be considered as time worked. Time spent on the employees paid lunch
periods shall not be counted as time worked for overtime purposes and in all events shall be paid for at straight-time rates. Time spent on clean-up and rest periods in conformity with Article 10 shall be considered time worked. Employees called in to work for emergency or other work which entitles them to a minimum of four (4) hours pay shall have only the time actually worked counted for overtime purposes.

(4) Overtime will be paid, according to guidelines set down in this Agreement from time of punch-in to time of punch-out, exclusive of normal working hours. This means that breaks (for rest, coffee or lunch) will be treated as time worked and will be paid in the same manner as overtime work hours.

(5) In granting this pay for overtime break-time, the Superintendent insists that all employees working overtime adhere to the following rules:

(a) When salting, all main roads are to be completed before any breaks are taken;
(b) When plowing, all roads are to receive at least one pass before any breaks are taken;
(c) After an overtime shift for any reason, when all work is done and equipment is put away, each employee is to punch out and leave the premises. This means no sitting around or loitering to build up time or "round out" the hour. Punch out as soon as your work is finished and your crew chief approves you going home, if it is not a normal work day.
(d) If these last three rules are not obeyed, disciplinary action will be taken.
B. **Overtime Callout.**

1. The Superintendent of Highways shall generate and post, at least once per month, a list of employees who are eligible to be called for overtime work.

2. All employees shall be eligible for inclusion on the overtime list, unless the employee makes a request in writing to be removed from the list.

3. The overtime list shall be in order of seniority, with each employee’s job classification indicated, each and every type of the various types of overtime work that are periodically available that the employee is qualified to perform and the number of hours of overtime worked or charged to the employee during the current six-month period.

4. For each overtime assignment, the representative of the Highway Department assigning overtime work shall begin canvassing with the first employee in the title or with the requisite qualifications whose name appears below the employee who worked the last overtime assignment, and continue down the seniority list in such fashion until all available overtime spots are filled.

5. Any employee, upon request in writing, shall be trained for overtime work he or she is not qualified to perform. An employee may only request to be trained for one type of overtime work at a time. If an employee requests training for a certain type of overtime work, and is not trained within a reasonable period of time not to exceed a maximum of ninety (90) days, unless a longer training period is required through the training program, the employee shall be deemed qualified to perform that overtime work, unless the employee refuses the training offered by the employer, or proves not to be capable of being trained to perform the work.

6. All training for overtime work will be conducted without discrimination based upon seniority.
(7) If any employee who previously requested training in writing is passed over for overtime because he or she is not qualified for that type of work, that employee, upon request, shall be trained to do such overtime work within thirty (30) days, except if a longer training period is required through the training program, or shall automatically be deemed eligible to be called for all such overtime work in the future.

(8) On a daily basis, the overtime list showing hours actually worked and hours charged shall be posted and provided to AHEA in a form so that an employee can determine where they fall on the overtime list and reasonably anticipate when they might be called out.

(9) Any employee who refuses overtime shall have such hours counted as time worked for purposes of overtime assignment and overtime distribution.

(10) Overtime call out procedures shall apply to Article 24 work.

(11) In the event an employee accepts an overtime assignment, but fails to report, that employee shall be charged for the average hours worked for purposes of overtime assignment and overtime distribution. In the event an employee accepts an overtime assignment, but fails to report a second time within six (6) months, that employee shall be charged for double the average hours worked for purposes of overtime assignment and overtime distribution.

(12) Sanding and Plowing lists shall be established by seniority.

C. Continuation of the Workday.

(1) Work shall be assigned to crew members already working on the job site for a minimum of four (4) hours on a seniority basis.

(2) During the months of November through April, should a snow or ice condition arises by 2:00 p.m. or later, full-time employees on hand shall be utilized by seniority.

(3) For purposes of this section, continuation of the work day shall not
exceed four (4) hours.

D. Compensatory Time.

Subject to department head approval, employees shall be entitled to compensatory time on the basis of one and one-half (1-1/2) hours off for each hour of overtime worked or straight time, whichever is applicable.

(1) Effective January 1, 2000, no more than 88 hours can be accumulated, for purposes of compensatory time, in one season starting November 1 and ending on October 31. The first 88 hours that are assigned for compensatory time, by the employee, ends the capability of accumulating more overtime which can be assigned for compensatory time in a given calendar year.

(2) Compensatory time must be taken between April 1 and October 31 in each year.

(3) Any compensatory time not taken by November 1 will be paid by the end of the first full pay period after November 1.

(4) A form, as designed by the Town of Amherst, must be filled out by the employee, designating worked overtime as compensatory time, by the Monday following the end of the week in which the overtime is worked. Call-ins are not allowed.

(5) Advance notice should be given by the employee to the Superintendent of Highways or his designee when using compensatory time off whenever possible. No changes will be allowed. Time must be taken in full days, one day at a time. However, notice of the intention to use compensatory time must be made by 11:59 p.m. the previous day.
E. Overtime Distribution.

(1) Overtime work shall be distributed as equally as possible among the employees in the following groups:

1. Mechanics,
2. Foremen,
3. Operators,
4. Laborers/maintenance,
5. Skilled trades, by individual trade.

(2) The distribution of overtime shall be equalized within twelve (12) hours within each of the two six (6) month periods from January 1st through June 30th and from July 1st through December 31st.

(3) If an employee is offered overtime work and refuses, he shall be charged with the number of hours actually worked by the notation “R” or the word “Refused” provided he or she is not on vacation or any approved leave. Provided however, if an employee is called for overtime while on vacation, and there is no answer, the Town will not be required to wait ten minutes before calling the next person.

(4) A record of overtime hours worked by each employee shall be posted and a copy provided to the AHEA on a weekly basis.

(5) Effective 7/1/03, if overtime is not distributed within twelve (12) hours at the end of any six-month equalization period, overtime will be equalized by paying the individuals who have received less than their share of overtime hours for the number of hours at their appropriate overtime rates to bring them within the twelve (12) hour maximum differential.
Except for leaf pickup for the period from October 1 through November 30 of each year, overtime shall be offered to full-time employees before seasonal or temporary employees. Where reasonably possible, there shall be one day notice for overtime work during leaf season.

ARTICLE 7
LONGEVITY PAY

All employees who have been engaged in full-time and continuous service with the Town for the years indicated below shall receive longevity pay annually on their anniversary date in a separate check in accordance with the following schedule. For purposes of this Article: (i) part-time employment shall not be counted toward years of service; and (ii) where employment with the Town is interrupted for a period longer than a year for any reason except military leave and leaves of absence for which the employee is paid, the accumulation of longevity entitlement shall terminate upon the date of the interruption and shall begin anew upon the employee's return to full-time and continuous employment.

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All employees hired on or after 1/1/08 shall not be eligible for longevity payments at 5 and 7-year levels but will be eligible for the 10, 15, 20, and 25-year payments.
ARTICLE 8

RETIREMENT BENEFITS

The Town agrees to maintain the present retirement plan as authorized by law, including the provision for allowance of unused sick leave as provided by Section 41-j of the New York State Retirement and Social Security Law.

ARTICLE 9

CIVIL SERVICE AND DISCIPLINE

A. CIVIL SERVICE PROCEDURES Appointment, promotion, transfer, reinstatement, probation, disciplinary action, retirement and other Civil Service procedures shall be pursuant to the Civil Service Law and the Rules for the Classified Civil Service of the County of Erie as issued by the Personnel Officer and the provisions of the Town Law of the State of New York, except as modified in this Agreement.

B. DISCIPLINE In the event that the Town, pursuant to its rights under Article 2 hereof, shall discipline any employee who is not covered by the provisions of Section 75 of the New York State Civil Service Law by suspending or discharging the employee, an AHEA representative shall be immediately notified.

Such discipline may be made the subject of a grievance under the grievance procedure of this agreement, but only if such grievance is filed within five (5) days from the date of discipline and only on the basis that no just cause existed for such discipline. If it is determined that no just cause for discipline existed, the Town will reinstate such employee and pay his full salary or wages, without overtime for the lost time.
The Town of Amherst endorses the principle of Progressive Discipline prior to suspension and/or discharge of an employee; however, Progressive Discipline does not cover the more serious offenses such as fighting, stealing, the drinking of intoxicating beverages on the job or on Town premises, possession or use of narcotics or drugs, gambling, or insubordination.

However, any employee who is covered by Section 75 of the New York State Civil Service Law, shall be disciplined only in the manner provided for in such law, except that in any case where the Town of Amherst seeks termination, the employee may file a grievance under the grievance procedure of this agreement.

ARTICLE 10
ATTENDANCE

A. Hours of Work. The work day shall consist of eight consecutive hours. The work week shall consist of five consecutive days. Eight consecutive hours shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. Work schedules showing the employee’s shifts, work days and hours shall be posted on all department bulletin boards at all times.

B. Record of Attendance. Each department shall maintain a daily record of the attendance and punctuality of each employee.

C. Tardiness.

(1) If an employee calls in sick by 6:50 a.m., he will be charged a paid sick day unless he has no sick time left, in which case, he will receive no pay.

(2) If an employee punches in at 7:07 a.m. or later, but before 7:30 a.m., he will have the following three options:
(a) He will be permitted to take the day off without pay.

(b) He will be allowed to plead his case to the Superintendent of Highways to determine whether or not he will be allowed to work the balance of the day at his regular pay rate.

(c) He can elect to work the rest of the day but at a pay scale one job group lower than his regular one; e.g., if an MEO arrives at or after 7:07 a.m., but before 7:30 a.m., he will be allowed to work, but at a maintenance worker's pay in the same step that he occupies as an MEO.

All of the above is permitted only until 7:30 a.m., and after that time, the employee must take the day off without pay, and the discipline set forth in the next paragraph will apply.

(3) If an employee does not call in or punch in by 7:30 a.m., he will be judged "no show" and he will not be allowed to work on that day, receiving no pay. He will also be subjected to progressive discipline as follows:

(a) First Offense - a written warning will be issued to the employee.

(b) Second Offense - one day off without pay in addition to the original day lost.

(c) Third Offense - two additional days off without pay.

(d) Fourth Offense - five additional days off without pay.

(e) Fifth Offense - discharge from the Highway Department.

(4) If, however, provable reasons for lateness or absence can be presented to the Superintendent, the AHEA and the employee shall be allowed to plead any employee's case.

(5) The record of disciplinary action shall remain in the employee's file for a twelve (12) month period following the date of the infraction.
D. Lunch Periods. All employees scheduled to work the normal workday described in Article 23(C) shall have a lunch period of one-half hour at a place of their choice. Such employees shall be paid for the lunch period at straight-time rates, provided (1) the lunch period, including all clean-up and travel time, is no more than thirty (30) minutes; (2) only one rest period of no more than twenty (20) minutes is taken; and (3) a single clean-up time is taken at the end of the day of no more than ten (10) minutes. Should the Superintendent or the crew chief grant additional time for lunch, rest period or clean-up and travel, the employee shall not be penalized by loss of pay for the lunch period. Payment for the paid lunch period shall not be included in the employees compensation for purposes of determining amounts to be received for sick leave granted pursuant to Article 13, holidays taken under Article 11, vacation entitlement taken under Articles 12 and 23(D), bereavement granted pursuant to Article 14(A), jury duty granted pursuant to Article 14(8), personal leave taken under Article 14(D), and any other leave taken by the employee.

E. Rest Periods. All employees work schedules shall provide for a twenty (20) minute rest period on one occasion during the workday in accordance with the Work Rules.

F. Clean-up Time. Employees shall be granted a ten (10) minute personal clean-up period prior to the end of the work shift.

G. Recall Time.

1. An employee called in to work after he has returned home will be entitled to a minimum of four (4) hours pay at his straight-time rate. If an employee is called in more than once within a four hour period from first punching in for the first call in, the employee only receives the minimum four hour call in pay on the first occasion during that period; on subsequent call ins during that four hour period, the employee will be paid only for actual time worked. If the employee is recalled beyond the four hour period, the minimum four hour call in pay is reinstated.
EXAMPLE:
1st call in - 1 hour worked = 1 hour overtime, 3 hours straight time
2nd call in within 4 hours - 1 hour worked, total result = 2 hours overtime, 3 hours straight time

(2) An employee who has worked sixteen (16) or more consecutive hours shall not be recalled to work within three hours of punching out.

ARTICLE 11
HOLIDAYS

The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Good Friday
Easter (if worked)
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
(1st. Tuesday following Good Friday)
1st Monday in November)
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above fall on a Sunday, the succeeding Monday shall be observed as the holiday.
In order to qualify for holiday pay, it will be necessary for the employee to work his scheduled workday prior to and following the holiday, unless he is excused by the Superintendent of Highways. Sick leave, personal leave and sick time shall be considered as days worked.

If an emergency or continuous service requires that an employee work on one of the holidays listed in this article and such holiday work is authorized by the Superintendent of Highways, the employee, at the employee’s option, shall be granted equivalent time off in lieu thereof or shall be compensated as overtime service at straight time or time and one-half rates, whichever applies, which option shall be exercised in writing and filed with the Department Head prior to the end of the pay period in which the holiday falls. The time elected to be taken in lieu of compensation shall be taken by the employee at such time as the department’s operations permit but whenever possible at the time requested by the employee.

ARTICLE 12
VACATION

A. Vacation Allowance. Except where other provisions are made by law for annual, weekly, per Diem or hourly employees, an employee who has completed one year of continuous service shall be entitled to:

(1) Two (2) weeks’ vacation during each subsequent calendar year of continuous service through the completion of five (5) years;

(2) Three (3) weeks’ vacation after completion of five (5) years of continuous service;

(3) Four (4) weeks’ vacation after completion of ten (10) years of continuous service;
(4) Five (5) weeks' vacation after completion of fifteen (15) years of continuous service; and
(5) Six (6) weeks' vacation after completion of twenty-five (25) years of continuous service.

B. Vacation Pay. Vacation pay shall be based on a forty-hour week and paid at the normal rate as applicable to his or her job title.

C. Time of Vacation.

(1) Wherever possible, vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employees with the greater seniority shall be given their choice of vacation period in the event of any conflict over vacation periods. Vacation periods shall be taken each year.

(2) Vacations shall be deemed to begin on midnight of the last scheduled workday and end on midnight of the day prior to the scheduled day of return.

(3) In calculating the time allowed for vacation, intervening holidays will not be counted as vacation days.

D. Vacation not cumulative. Two weeks of vacation time may be carried over to the subsequent calendar year, but paid at the previous year's rate of pay.

E. Reinstatement and Leave of Absence. A leave of absence without pay or a resignation followed by reinstatement within one year shall not constitute an interruption in service, provided, however, that leave without pay for more than six months, or the period between resignation and reinstatement, shall not be counted in determining the eligibility for annual vacation in any calendar year.
E. Unused Vacation.

(1) Any employee who is laid off, discharged, retired, or separated from the service of the Town for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation. In case of the death of such an employee, such payment shall be made to his estate or a beneficiary designated by the employee.

(2) An employee may transfer and accumulate up to 30 weeks of unused vacation time into a special account to be used to pay health insurance premiums upon retirement. Each accumulated vacation day shall be converted to a dollar amount at the employee’s rate at the time of retirement. If the employee does not use or discontinues use of the accumulated vacation time for health insurance benefits, the accumulated amount shall be paid to the employee in equal amounts over a five-year period. In the event of the employee’s death, payment shall be made to the employee’s estate or a beneficiary designated by the employee, in a lump sum.

G. Part-Time Employees. A part-time employee who is required to work a fixed number of hours, five days per week, shall also receive vacation as provided herein, but his total pay for such period of vacation shall be in the amount which would have been due him if he had been working regularly at his usual hours for such a period.

H. Emergency Work. If an employee is called in for emergency work while on vacation, he shall be compensated his vacation pay in addition to his pay earned while so working which pay shall be at the overtime rate. The employee shall have the option to take the vacation day worked at a later time, within the same calendar year, unless the only days the employee has remaining are already scheduled vacation or other leave days. In that case, the employee shall have the option to take the vacation during the month of January of the succeeding year.
I. **Sick Leave.** Time spent on paid sick leave shall be considered as days worked for purposes of computing vacation eligibility; except, however, that time spent on extended sick leave, Article 13(E), shall not be considered as days worked.

J. If an employee has scheduled vacation and calls in sick for that day or days, the original designation of time off remains in effect.

**ARTICLE 13**

**SICK LEAVE**

A. **Application of Article.** This article shall not apply to temporary employees.

B. **Reasons for Granting Sick Leave.** Sick leave with pay may be granted in accordance with this article to an employee when incapacitated or unable to perform the duties of his position because of:

   (1) Sickness or injury.

   (2) Serious illness in the employee's immediate family requiring care and attendance of the employee. Immediate family shall include the parent, spouse, brother, sister, son, daughter, grandparent or other blood relative who is an actual member of the employee's household.

   (3) Quarantine regulations.

   (4) Medical or dental visits.

C. **Sick Leave Credits.** A credit for sick leave under this article shall be allowed at the rate of one and one-quarter working days per month of service commencing as of the date of employment. Accrual will be made on the last day of the month if and only if the employee has worked at least eighty percent (80%) of the hours regularly scheduled for his department for that
month. For purposes of the preceding sentence, all paid leaves including paid leaves for long term
documented disabilities shall be considered as time worked. Employees hired on or after 1/1/03
shall accumulate sick leave at the rate of one working day per month of service. Effective
December 31, 1994, such leave as is not used shall accumulate but not exceed 280 days. Effective
January 1, 2003, such leave as is not used shall accumulate but not exceed 300 days. A physician's
certificate as to illness or injury may be required for three continuous days of absence.

(1) Employees who exhaust their sick leave accruals and whose records indicate an
abuse of sick leave provisions of this Agreement by taking sick leave with "no pay" will be subject
to disciplinary action in addition to loss of pay as follows:

Up to 3 call-ins ........................................... No pay for Day and written notice
4 call-ins .................................................. No pay for Day and written warning
5 through 6 call-ins ................................. No pay for Day and 1 day off w/out pay
7 through 10 call-ins ............................... No pay for Day and 2 days off without pay
11+ call-ins ............................................. No pay for Day and loss of one week
vacation for each call-in.

(2) For the purposes of this section, the term "call-in" shall mean that the employee
called in a sick day when he or she had no available sick time accrued.

(3) The penalties of this section shall operate on a calendar year basis, resetting
annually on the first day of January.

(4) In the event that an employee used a call-in as a result of a legitimate illness, the
employee shall be given the opportunity to provide medical documentation.
(5) Employees whose records indicate a possible abuse of sick leave provisions of this agreement may be required by the Department Head to submit medical certification of illness of any duration. If the Town requires a medical certification, the Town shall reimburse the employee for all out of pocket expenses in obtaining such certification. The failure to provide such documentation or the proven abuse of sick leave shall result in disciplinary action and/or loss of pay.

This requirement will not be invoked without the Department Head first advising the employee of his/her questionable sick leave record and giving him/her an opportunity to improve. If there is no improvement the employee will be warned in writing by the Department Head and all future sick leave must be supported by medical certificates and failure to improve or to provide a certificate shall result in disciplinary action and/or loss of pay. This requirement will be periodically reviewed with the employee at least once in each ninety (90) day period and a determination will be made if this requirement is to continue.

D. Sick Leave Credits to Part-Time Employees. Part-time employees who are required to work a fixed number of hours, five days per week, shall earn sick leave credits prorated on the basis of the number of hours required to work per week.

E. Extended Sick Leave. An employee who has been engaged in full-time and continuous employment for at least five (5) years may receive additional sick leave as may be approved by the Town Board up to a maximum of six (6) months in addition to the sick leave accumulated by the employee. Applications for extended sick leave will not be entertained unless the petitioning employee has exhausted all accrued sick leave and all other paid leave benefits including, without limitation, personal leave, vacation, overtime and compensatory time and nothing contained elsewhere in this Agreement shall be construed to foreclose the Town from
requiring the use of any such accrued leave or leave benefits prior to the consideration or grant of extended sick leave, provided however, that an employee shall not be required to exhaust the accrued sick leave that can be used under paragraph M.(2) of this Article before being eligible for extended sick leave. Employees on such additional sick leave shall not accrue personal leave, vacation and other accruable days off with pay during the period of the leave. A leave of absence without pay or without resignation followed by reinstatement within one year shall not constitute an interruption of continuous service.

F. Notice of Absence on Sick Leave. When absence is required under this article, the employee shall report the same to his immediate supervisor at least two hours before the starting time of his shift, where possible.

G. Sick Leave Records. Accurate records of the attendance and sick leave status of each employee shall be maintained and open for his inspection.

H. Transfer of Sick Leave Credits. In case of transfer to a different department, accumulated sick leave shall be transferred with the employee and he shall receive credit in the department to which he is transferred.

I. Absence for Less than Full Day. Absences of less than a full day due to illness shall be chargeable to sick leave as follows:

<table>
<thead>
<tr>
<th>Number of hours Worked in Day</th>
<th>Portion of day Charged to employee’s Sick Leave Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than four hours</td>
<td>3/4 Day</td>
</tr>
<tr>
<td>More than four but less than six hours</td>
<td>1/2 Day</td>
</tr>
<tr>
<td>More than six but less than eight hours</td>
<td>1/4 Day</td>
</tr>
</tbody>
</table>
Employees shall be eligible to use partial sick leave at the beginning of the shift, provided notice is provided by 11:59 p.m. the previous day, except in the case of emergency.

J. **Injury on the Job.** When an employee is injured on the job, any time required immediately after the injury to obtain first aid or treatment by a physician shall be considered as time worked. Attendance at Workers' Compensation hearings does not result in loss of pay or use of sick time.

K. **Absence Due to Injury.** Employees who are unable to perform the duties of their employment because of injuries received in the service of the Town, and who receive Workers' Compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, chargeable to sick leave on a pro-rata basis.

L. **Physical Examination.** The expense of any physical examination requested by the Town shall be paid for by the Town and be performed during the employee's working hours.

M. **Sick Leave Buy-back.**

1. Upon retirement, at the employee's option, any accumulated unused sick leave up to a limit of 100 days will be bought back at a ratio of 1:4 (e.g., an employee with 265 days in 1993 and 280 days in 1994 of unused sick leave may use only 100 days at a ratio of 1:4). The remainder can be applied to the employee's additional service credit for retirement as per Section 41-j of the New York State Retirement and Social Security Law.

2. Employees can apply accumulated unused sick leave on a pre-tax basis toward either 100% or 50% (at the employee's option) of the premium payment for continued health coverage upon retirement in lieu of a lump sum buy back may do so up to a limit of 100 days at a ratio of sixty-five (65) percent (maximum 65 days). The unused sick time will be used first in paying for
any retiree health insurance premiums and will be completely exhausted prior to the employees accumulated vacation time being applied to the payment of retiree health insurance benefits. The remainder can be applied to the employee's additional service credit for retirement as per Section 41-j of the New York State Retirement and Social Security Law.

Effective January 1, 2008, the ratio shall increase to seventy (70) percent (maximum 70 days); effective January 1, 2009, the ratio shall increase to seventy-five (75) percent (maximum 75 days) and effective January 1, 2010, the ratio shall increase to eighty (80) percent (maximum 80 days).

N. Sick Leave Incentive. Effective 1/1/03, employees who work their entire work schedule in any annual quarter (1/1 through 3/31, 4/1 to 6/30, 7/1 through 9/30 and/or 10/1 through 12/31) without using any sick leave shall be awarded four (4) hours of compensation at their regular hourly rate.

ARTICLE 14

LEAVE OF ABSENCE WITH PAY

A. Leave of Absence Because of Death in Family. Leave of absence with pay not to exceed five (5) workdays shall be granted to an employee in the event of death occurring in the employee's immediate family, namely, spouse, parent, child, brother, sister. Leave of absence not to exceed three (3) workdays shall be granted upon the death of an employee's grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, stepparent acting in loco parentis, stepchild or any other blood relative residing in the employee's household. Proof of death under these provisions must be submitted to the Superintendent prior to the next pay period following
date of death. In the event the employee is unable to obtain proof due to the circumstances, the
payment will be at the reasonable discretion of the Superintendent.

B. Leave for Jury Duty. On proof of required jury duty, leave of absence shall be granted
with pay to all employees, provided, however, that such employees shall reimburse the Town for
jury duty fees received by the employees.

C. Time Off for Civil Service Examinations. An employee will be permitted time off
without loss of pay to take Civil Service Examinations for any position within the Town's services.

D. Personal Leave.

(1) Each employee shall be allowed four (4) personal days per year, non-cumulative,
provided, however, any unused personal leave days shall be added at the end of each calendar year
to the total number of sick leave credits but in no event shall the total sick leave credits exceed the
maximum allowed in accordance with Article 13(C).

(2) Two of the above-referenced four personal days may be taken as one-quarter or one-half
personal days. Once this time off is approved, it is locked in and can not be changed.

(3) Personal leave shall be for legal transactions, religious observances or other matters that
cannot be conducted during an employee's regular time off from work. Advance notice should be
given by the employee to the Superintendent of Highways when using personal leave whenever
possible. However, notice of the intention to use personal leave must be made by 11:59 p.m. the
previous day.

(4) An employee may not call in for personal leave while on duty outside of normal
working hours of 7 a.m. to 3:30 p.m.

(5) If an employee has scheduled personal leave calls in sick for that day, the original
designation of time off remains in effect.
E. Volunteer Fireman Leave. Volunteer firemen shall be allowed to answer calls at no loss of time or pay.

ARTICLE 15

LEAVE OF ABSENCE WITHOUT PAY

A. Eligibility requirements. Employees shall be eligible for leave of absence after six (6) months service with the employer.

B. Application for Leave Without Pay. Any request for a leave shall not exceed one year, subject to the approval of the Town Board.

C. Maternity Leave. In addition to sick leave entitlement, and upon the exhaustion of accumulated leave credits, an employee shall be entitled to leave without pay for maternity leave, provided that the total leave without pay and accumulated leave shall not exceed twelve (12) months, provided however, that an employee shall not be required to exhaust the accrued sick leave that can be used under paragraph M.(2) of this Article before being eligible for extended sick leave. An adoptive parent shall be entitled to leave without pay for a period of not more than three (3) months from the date of an adoption, provided the adopted child requires the attention of the employee.

D. Leave Because of Extended Illness. When an employee has exhausted all of his sick leave credits and is still incapacitated and unable to perform the duties of his position, he may be granted a leave of absence without pay for a period of not to exceed one year.

E. Leave for War Work. A permanent employee shall be granted a leave of absence without pay for the period of his service to enter the service of the Federal Government in time of war.
F. Educational Leave for Veterans. Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay for the period of such education, training or vocational rehabilitation. Such leave of absence shall not extend beyond a period of four years, nor beyond the period for which the veteran shall be eligible to continue the education, training or vocational rehabilitation and it shall terminate at any time that the veteran ceases actual attendance upon the courses required by the education, training or rehabilitation program.

G. Employment Opportunities. Employees shall be granted a leave of absence without pay to enable such employees to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the employer.

H. In addition to accruing seniority while on any leave of absence granted under the provisions of this agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

I. Union Business. Employees selected to any AHEA office or selected by the AHEA to do work which takes them from their employment with the Town may at the written request of the AHEA, be granted a leave of absence. The leave of absence shall not exceed one year, but it may be renewed or extended for a similar period at any time upon the request of the AHEA.

Members of the AHEA selected by the AHEA to participate in any other Bargaining activity may be granted a leave of absence at the request of the AHEA. A leave of absence for such AHEA activity shall not exceed one month, but it may be renewed or extended for a similar period at any time upon the request of the AHEA.
ARTICLE 16

MILITARY LEAVE OF ABSENCE

Any employee who is required to render ordered military duty shall be granted military leave of absence pursuant to the Military Law.

ARTICLE 17

EQUIPMENT

A. The Town agrees to supply equipment, including work gloves, to the employees deemed necessary by the Superintendent of Highways for the efficient and safe operation and performance of the department. Work gloves suitable for each work activity will be available through the crew chief.

B. Equipment supplied in the past will continue to be supplied at the Town's expense.

C. The Town shall pay, per annum, the sum of $490.00 for work style shoes and clothing for each employee after he or she has completed the six-month probationary period. For all employees hired on or after 1/1/08, the Town shall pay the sum of $300.00. This payment shall be made the second pay period in January.

   Within thirty (30) days of receipt of this payment, the employee shall submit vouchers, if required, with a copy of the bill attached showing the total cost of the shoes or clothing purchased.

D. Work coveralls for mechanics shall be provided, laundered and maintained by the Town.
E. Employees are prohibited from wearing work clothing which is deemed to be obscene or vulgar because of pictures or language, etc. on it. In the event the employee is deemed to have violated this section, the employee will be requested to replace such attire.

ARTICLE 18

WORK FORCE CHANGES

A. Definitions.

(1) "Position" means one of the positions included under one class title in Schedule A to the Agreement.

(2) "Class" means a group of similar positions included under the same title in Schedule A.

(3) "Salary/Wage Range" means the range of compensation appearing in Schedule A.

(4) "Job Group" means group of classes of positions allocated to the same salary/wage range set out in Schedule A.

(5) "Increment Step" means the point in the increment scale reached through successful periods of actual service.

(6) "Actual Service" means active service in the position after deduction of any periods of leaves without pay. Military Leave, pursuant to Section 243 of the Military Law, shall be deemed actual service.

(7) "Promotion" means the advancement of an employee to a higher class or the reassignment of an employee to a higher paying position.

(8) "Demotion" means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.
B. New Appointments. An employee appointed to a position in a class title shall be paid the "Minimum" rate of pay established for the class as set forth in Schedule A.

C. Increments.

(1) The increment dates and practices in effect on December 31, 1974 shall continue to apply to all who were employees on June 30, 1975. For all employees hired on or after July 1, 1975, the regular increment dates shall be either January 1 or July 1, provided such employees have the required period of actual service; employees appointed to a position shall be entitled to an adjustment of pay to the amount shown under the column "Step (2)" in Schedule A after six (6) months of actual service on January 1 or July 1, as the case may be. All employees shall be eligible for and granted subsequent adjustments every six (6) months thereafter, on January 1 or July 1, as the case may be.

Employees hired after 1/1/03 shall move from Step 1 to Step 2 on either January 1st or July 1st (whichever is first) following the employee's one year anniversary. Employee shall move one step each year thereafter on the one year anniversary of his or her placement at Step 2.

(2) In cases of reinstatement, eligibility for an increment must total a year of actual service.

D. Promotions.

(1) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of the opening shall be posted on all bulletin boards stating the job classification, rate of pay and the nature of the job requirements in order to qualify. The posting shall be for a period of not less than ten (10) workdays. Employees on vacation or sick leave shall be notified by mail.
(2) During this period employees who wish to apply for the open position including employees on layoff may do so. The application shall be in writing and it shall be submitted to the Superintendent of Highways or his or her designee.

(3) The employer shall fill such job openings or vacancies from among those employees who have applied who meet the standards of the job requirements. If two (2) or more candidates all have the same qualifications, the employee with the greatest seniority shall be selected. The selection shall be posted on all bulletin boards.

(4) An employee appointed or promoted to a position in a higher job group shall receive a salary or wage rate at the increment step in the range for the higher position which is nearest to but not less than the salary or wage rate paid to the employee at the time of appointment or promotion.

(5) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of sixty (60) days, but not to exceed ninety (90) days. If it is found during the trial period that the employee does not meet the requirements or responsibilities of the position to which he has been selected the employee shall be restored to his former position.

(6) If a job vacancy occurs which is to be filled the employer shall notify the AHEA in writing immediately.

(7) Shift preference will be granted where applicable on the basis of seniority with the same classification where a vacancy exists.

E. Demotions.

(1) A permanent full-time employee who accepts appointment to a position that is in a job group lower than the job group of the position in which he is serving, shall upon appointment to the lower position receive a salary or wage rate at the increment step in the salary or wage range in the lower job corresponding to the increment step reached in his former position.
(2) An employee who is relegated back to his previous position from a higher classification to which he was provisionally appointed because of his inability to prove to the employer that he was able to fulfill the standards of the job or pass a Civil Service examination required for permanent appointment to that job or who voluntarily relinquishes such job shall not be considered as demoted.

F. Layoff.

(1) In the event the employer plans to layoff employees for any reason, the employer shall meet with the AREA to review such anticipated layoff at least fourteen (14) calendar days prior to the date such action is to be taken.

(2) The employer shall forward a list of those employees being laid off to the local AREA secretary at least fourteen (14) days before they are to be laid off.

(3) No new employees shall be hired until all qualified employees on layoff status desiring to return to work have been recalled.

(4) Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs) the installation of new equipment or machinery, the curtailment or replacement of existing facilities the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the department.

(5) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority than the employee whom he bumps, and the necessary qualifications.
(6) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered or certified mail, with a copy to the Association. If an employee fails to respond within seven (7) working days from the date of mailing of the notice of recall, he shall be considered a "quit". Recall rights for an employee shall expire after a period equal to his seniority, unless the employee is a "quit". Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail, with a copy to the Association.

(7) Bumping, recall and transfer referred to herein is restricted to the employees of the Town of Amherst Highway Department.

G. Reinstatement.

(1) A permanent full-time employee covered by this Agreement who has been laid off and subsequently reinstated to the same job in accordance with the provisions of this Agreement shall be reinstated at the same salary or wage step he occupied at the time of the layoff.

(2) A permanent full-time employee who has resigned and is subsequently reinstated pursuant to the appropriate provisions of this Agreement to the same job shall be reinstated at the same salary or wage step he occupied at the time of resignation.

(3) An employee who is promoted temporarily or provisionally to a higher position and who is returned to his position in a lower grade shall, upon return to the lower position, receive a salary or wage rate at the increment level he would have reached had he continued to serve continuously in that position.

H. Transfers.

(1) Employees desiring to transfer to other jobs may submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.
(2) Employees requesting transfers for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications on the basis of qualifications, provided a vacancy exists and he is qualified.

(3) If an employee is transferred to a position under the Town not included in the unit, his accrual of seniority shall be suspended while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

I. Reallocation. Upon the reallocation of a class of positions to a higher job group, the employee or the employees serving in the reallocated positions shall receive a salary or wage at the increment step in the higher job group that corresponds with the increment step in which they were serving in the lower group.

J. Reclassification. When an employee class title is reclassified to a higher title and job group, it shall be considered as a new position and a promotion. The salary will then be determined in accordance with the salary rule on promotions.

K. Leaves of Absence.

(1) Military Leave, pursuant to Section 243 of the Military Law, shall be deemed actual service.

(2) Other Leaves Without Pay over three months shall constitute an interruption of continuous service for computing yearly increments.

L. Exclusions. Employees in seasonal, part-time, non-regular, or third-party sponsored employment are excluded from these salary rules.
M. Disabled Employees. The Town shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

**ARTICLE 19**

**SENIORITY**

A. Seniority means an employee's length of continuous service with the employer since his last date of hire.

B. All new employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees; however, probationary employees shall receive all benefits afforded to all regular calendar employees.

C. The AHEA shall represent all probationary employees for the purpose of collective bargaining in respect to wages salaries. Hours and other conditions as set forth under Article 1 of this Agreement.

D. Every six (6) months the employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the AHEA when it is posted. The seniority list will show the names job titles and date of hire of all employees in the unit entitled to seniority.
E. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. However, if an employee returns to work in any capacity within one year the break in continuous service shall be removed from his record.

ARTICLE 20
MEDICAL COVERAGE

A. **Basic Medical Coverage.** The Town agrees to pay the full cost of family-type PPO medical coverage under a plan issued by Independent Health, or by any other company provided the coverage is at least equal to that provided under the PPO policy with Independent Health. The Town agrees to make available as provided below traditional medical coverage under a plan issued by Independent Health or by any other company provided the coverage is at least equal to that provided under the traditional policy with Independent Health. Summaries of the benefits provided under such policies are attached to this contract; however, the parties agree that if the benefits provided under the policy are better than the benefits listed in the attached summaries, the policies govern.

(1) The Town shall have the option to self insure the first $250.00 of a hospital stay and the Town agrees to make payment to the employee within ten (10) calendar days of presentation.

(2) Employees hired between January 1, 1997 and December 31, 2003 shall pay 10% of health insurance premium. Employees hired after December 31, 2003 shall contribute 15% of the annual premium for health insurance, including prescription drug, dental and vision,
provided that, following completion of 10 (ten) years of service, such employees shall contribute 10% of the annual premium for health insurance, including prescription drug, dental and vision.

Employees hired after December 31, 2007, shall contribute 15% of the annual premium for health insurance with no reduction after 10 (ten) years of service. All other employees shall pay a contribution to health insurance as follows: Effective 1/1/08 – 3% of Annual Premium Cost per employee; Effective 1/1/09 – 5% of Annual Premium Cost per employee; Effective 1/1/10 – 7% of Annual Premium Cost per employee; Effective 12/31/10- 10% of Annual Premium Cost per employee. All contributions referenced above shall be made through payroll deduction biweekly on a pre-tax basis.

(3) All employees may elect to receive traditional coverage through Independent Health, or by any other company provided the coverage is at least equal to that provided under the present policies with Independent Health, by paying the difference between the premium cost for the basic plan offered under paragraph A. and the traditional plan.

(4) The plan shall provide coverage for retired employees who have worked for the Town on a full-time and continuous basis for at least five (5) years prior to their retirement, and shall extend to the retired employee's spouse, spouses of deceased in-service employees and their insured children, as defined in said policy, for the life of the spouse or until remarriage.

(5) Notwithstanding the provisions above, employees who are appointed on a permanent basis on or after January 1, 1977, and who subsequently retire, shall have their medical coverage discontinue on the last day of the month in which they retire. However, retirees may, at their option, elect to continue their health insurance coverage, including the plan offered through Independent Health, or by any other company provided the coverage is at least equal to that
provided under the present policy with Independent Health, provided the retired employees make the required premium payments to the Town of Amherst for such health insurance coverage.

6) Employees appointed on a permanent basis prior to January 1, 1977 who retire shall continue to be eligible for fully paid medical coverage under a plan issued by Blue Cross & Blue Shield of Western New York Inc. or by any other company provided the coverage is at least equal to that provided under the present policy with Blue Cross & Blue Shield of Western New York, Inc. as referenced in the 2001-2006 contract.

7) Employees who have PPO coverage shall have an opportunity to request traditional coverage as specified herein during any open window period without cost to that employee as long as the employee is selecting that coverage out of necessity due to the employee or covered family members suffering from debilitating, medically necessary or life-threatening medical conditions, as documented by a physician, not provided for by any other company or carrier. Requests of employees to move to traditional coverage will be reviewed on a case-by-case basis by a committee consisting of three representatives selected by the Town, and three representatives selected by the AHEA. The majority will rule in these cases. If the committee fails to agree and there is no majority, then the matter will go to arbitration pursuant to Article 22 of the Collective Bargaining Agreement. The Town shall bear the cost of such arbitration.

8) Upon reasonable advance written application or notice to the Personnel Department, employees may continue health insurance coverage in the Town of Amherst's health insurance group while on authorized leave without pay provided that the employee makes full payment of the monthly premium on or before the first day of each month that the employee is on leave.
(9) All premiums for medical coverage under this article shall be continued by the Town while an employee is on leave of absence without pay due to illness, disability or on a work-related disability for the duration of his leave.

(10) For pregnancies, the Town agrees to take such steps as are necessary to provide reimbursement to employees for physician's services in an amount equal to the difference between that provided by the medical coverage of Paragraph A of this article and $400.00.

(11) Part-time and seasonal employees are excluded from medical coverage.

(12) The eleven employees who were enrolled in Blue Cross/Blue Shield Option II and received Independent Health traditional coverage after the Town ceased to have a contract with Blue Cross/Blue Shield Option II will continue to have such Independent Health traditional coverage and will not be required to pay the difference.

B. Prescription Drug Coverage.

(1) The Town will provide prescription drug coverage through Independent Health or an equivalent carrier, provided the coverage is at least equal to that provided under the present policy with Independent Health. This coverage shall be limited to those actively employed. This coverage shall not be extended to those employees currently on retirement or those actively employed who subsequently retire. However, employees who retire may, at their option, elect to continue their prescription drug coverage provided they make the required premium payments to the Town of Amherst for such coverage. A summary of the benefits provided under such policy is attached to this contract; however, the parties agree that if the benefits provided under the policy are better than the benefits listed in the attached summary, the policy governs.

(2) In the event any employee incurs unreimbursed prescription copay expenses
exceeding $200 in any quarter, the Town shall reimburse the employee for that amount in excess.

C. Dental Coverage. The Town will provide a dental plan through Guardian or an equivalent carrier, provided the coverage is at least equal to that provided under the present policy with Guardian. This coverage shall be limited to those actively employed. This coverage shall not be extended to employees currently on retirement or those actively employed that subsequently retire. However, employees who retire may, at their option, elect to continue their dental coverage provided they make the required premium payments to the Town of Amherst for such coverage. A summary of the benefits provided under such policy is attached to this contract; however, the parties agree that if the benefits provided under the policy are better than the benefits listed in the attached summary, the policy governs.

D. Vision Coverage. The Town shall provide Vision Plan through VSP or an equivalent carrier, provided the coverage is at least equal to that provided under the present policy with VSP. The coverage shall be limited to those actively employed. This coverage shall not be extended to employees currently on retirement or those actively employed that subsequently retire. However, employees who retire may, at their option, elect to continue their vision coverage provided they make the required premium payments to the Town of Amherst for such coverage.

E. Double Coverage.

(1) The Town agrees to pay employees Seven Hundred and Fifty dollars ($750.00) per year for waiving individual coverage, and One Thousand, Five Hundred dollars ($1,500.00) per year for waiving family coverage. Such option must be exercised during the month of October, to be effective the following January 1. Payment will be made the first pay period in April.

(2) This payment can be made only when the employee signs a statement that the employee has or will procure health insurance through his spouse's employment, other employment of the
employee, or through a private insurance plan. The statement shall contain a waiver of all
responsibility and hold harmless the Town and the A.H.E.A. for any consequences that may arise
when an employee exercises this option.

(3) The Town agrees to let the employee rejoin the plan after one year. The employee must
notify the Town in writing in October for his coverage to be effective the following January 1.

(4) If the employee wishes to rejoin the plan within the year, the employee must show an
unanticipated change in circumstances regarding the alternative health plan (non-voluntary loss of
coverage), and repay the prorated portion of the waiver payment.

(5) Employees who resign or are terminated prior to the end of the year shall repay the
prorated portion of such payment.

(6) Employees on probation may waive their health insurance coverage at the time of
eligibility and be paid on a prorated basis for the remainder of the calendar year.

(7) If both husband and wife are employed by the Town with no dependent children, they
shall be eligible for two (2) individual health insurance policies. In the event family coverage
becomes necessary due to the addition of dependents, the change from individual to family
coverage shall occur as soon as possible. If both husband and wife are employed by the Town with
dependent children, they shall be eligible for one family plan policy, and the double coverage
waiver for one individual policy pursuant to this section.

(8) Employees exercising the waiver option pursuant to this section shall remain eligible for
dental and vision coverage and any other applicable sections of Article 20.

F. Unilateral Benefit Change. If any provider of health coverage institutes a unilateral
benefit change that cannot be replaced by any other provider, the Town shall not have an obligation
to provide that benefit (that is, self insure for the benefit).
ARTICLE 21

RECIPROCAL RIGHTS

A. The Town recognizes the right of the employee to designate representatives of the AHEA to appear on his behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract, and to visit the employee during working hours. Such employee representative shall also be permitted to appear at public hearings before the Town Board upon the request of the employee.

B. The Town agrees to permit a duly authorized representative of the AHEA to enter Town premises for individual discussion of working conditions with employees, upon prior notice to the immediate supervisor, provided said representative does not unduly interfere with the performance of duties assigned to the employees.

C. The Town agrees to provide a 31 x 41 bulletin board for the exclusive use of the AHEA to post notices and other AHEA information at the Highway Department Building and lunchrooms used by the employees.

D. No more than two (2) representatives of the AHEA, who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract, shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Town and the employee and the uninterrupted operation of government, pursuant to and through channels and the grievance machinery provided hereinafter.
E. Two (2) representatives of the AHEA designated to represent the employees shall have the right to attend state-wide conventions and other union meetings in furtherance of their obligations as delegates of the AHEA herein, without loss of time or pay providing that advance notification is given to the Superintendent of Highways at least five (5) workdays prior to the date such function is scheduled, limited to four (4) days per annum per man.

F. The Town agrees to submit to the AHEA each month a list of new employees hired, the job classification, home addresses, and whether the employment is on a permanent, provisional, seasonal or temporary basis.

G. For the purpose of negotiating renewals or extensions of this collective bargaining agreement, the Town shall permit a maximum of four (4) employees time off from duty with pay, upon reasonable advance notice to the Superintendent, for the purpose of attending and participating in the negotiating sessions. The AHEA shall provide the Town with a list of names of the employees participating in negotiations prior to the commencement thereof.

H. The AHEA Board of Directors, not to exceed nine, shall be permitted at least one hour per week of regular working hours for special board meetings when necessary. The meeting may be called by the president only and shall not interfere with the regular work schedule.
ARTICLE 22
GRIEVANCE PROCEDURE

The Town and the AHEA desire that all members of the AHEA be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest level and that nothing in this article should be interpreted as discouraging a member or his representative from discussing any problem in an informal manner with his immediate supervisor or department head. Such discussion shall not interfere with the right of any member to process grievances through the grievance procedure.

Grievances shall be processed in accordance with the provisions of this article. The term "grievance" as used herein shall mean a complaint by either party to this contract that there has been a violation, misapplication, misinterpretation or inequitable application of this agreement; provided, however, that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed or provided by law or by any regulation having the force of law; or (b) the Town is not empowered to act.

To encourage the resolution of the grievance at the department level, it shall be the fundamental responsibility of supervisors at all administrative levels to make prompt determination respecting grievances in accordance with these procedures. Both parties shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination and reprisal by any person or party to this Agreement.

A member may be represented at all steps of this grievance procedure by the AHEA or counsel, or both. All grievance meetings shall be mutually agreed upon and scheduled by the parties.
When several members of the AHEA have an identical grievance, the AHEA may select one individual case for processing, with the understanding that the decision in such case shall be applied to the other identical cases.

A record of all grievances filed pursuant to these procedures and the disposition made thereof shall be maintained by the Highway Department for reference purposes.

The time limit specified herein shall be observed, unless extended in writing by mutual agreement of the parties. Failure of the grievant to request review of a determination made at any step of the grievance procedure within the specified time limit shall automatically conclude the grievance process as to such grievance.

Grievances shall be filed within fifteen (15) working days from the time the grievant became aware of the facts or omissions which gave rise to the grievance, unless for good cause, the grievant is unable to do so.

**STEP 1**

The grievant or the AHEA shall present the grievance in writing, on a form to be provided, to his immediate supervisor or the Superintendent of Highways or his or her designee within fifteen (15) working days. The written grievance shall contain a factual statement outlining the acts constituting the grievance, the date, time and place of the occurrence, and the relief requested. The written grievance shall contain a statement of the section of the Collective Bargaining Agreement which he contends has been violated. The immediate supervisor or the Superintendent of Highways or his or her designee shall give his answer in writing within ten (10) working days of the receipt thereof.
STEP 2

If the grievance is not satisfactorily settled at Step 1, the AHEA representative, within five (5) working days, shall forward the grievance to the AHEA. If upon review of the grievance, the AHEA believes the grievance is valid, it will forward a copy of the written grievance and the written answer of the immediate supervisor to the Superintendent of Highways within five (5) working days of receipt of the grievance by the Grievance Committee. The Superintendent of Highways shall, within a period of five (5) working days of presentation to him, discuss the matter with the Grievance Committee in an attempt to satisfactorily settle the grievance. Should this discussion fail to produce a satisfactory settlement within five (5) working days from the date of completion of the discussion, then separate written reports to the dispute shall be made by the Grievance Committee and the Superintendent of Highways.

The AHEA Grievance Committee shall consist of three (3) members selected by the AHEA. One Committee member shall be permitted to leave his work with no loss of pay after notice to his supervisor for the purpose of adjusting a grievance at Step 1 and all three Grievance Committee members shall be permitted to attend the meeting at Step 2 with the Superintendent of Highways with no loss of pay.

STEP 3

If the grievance is not satisfactorily settled at Step 2, the AHEA representative shall forward the grievance to the Director of Personnel within ten (10) working days after the Step 2 answer has been received, or is due. The Personnel Director shall then answer the grievance within 10 working days.
If the grievance or dispute is still unsettled, either party may, within (20) days after the answer or date the answer of the Personnel Director is due, by written notice to the other, request arbitration.

A. The arbitration proceeding shall be conducted by an arbitrator from a list to be determined by the parties, or, failing the establishment of a list, by selection from a list provided by the Public Employment Relations Board or the American Arbitration Association. Cases shall be assigned on a rotating basis. If an arbitrator refuses a case, the next named person on the list shall be appointed. If an arbitrator refuses or cannot serve on the panel, the parties shall agree upon a replacement. If either party wishes to change the list or to eliminate it and follow the procedures of the Public Employment Relations Board of New York, at the expiration of this Agreement, that party shall give the other such notice at least thirty (30) days prior to the expiration of this Agreement.

B. The arbitrator shall be requested to issue his decisions within thirty (30) days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.

C. Expenses for the arbitrator's services and proceedings shall be borne equally by the Town and the AHEA. If either party desires a transcribed copy of the proceedings, it shall pay for the transcription and make copies available without charge, to the other party and arbitrator. If the arbitrator determines that there has been a repeated violation of the same contractual provision three (3) times in any twelve (12) month period, the arbitrator shall direct that all expenses be paid by the Town and that the AHEA be reimbursed for reasonable attorney's fees.
D. No arbitrator shall have the power to amend, modify or delete any provisions of this Agreement.

E. Upon the mutual agreement of both parties, an arbitrator may be requested to hear and make determination on more than one (1) case, even though the cases are not related in any way.

F. Time limitations in the grievance procedure may be extended and the steps may be passed by mutual agreement, in writing.

G. Each party shall be responsible for compensating its own representatives and witnesses. The grievant and the three Grievance Committee members shall be permitted to attend the arbitration hearing but shall not be paid by the Town for said attendance, except for one Grievance Committee member who shall be excused from duty with no loss of pay.

STEP 5
Should any person be aggrieved by the determination as provided for in this article, application may be made for judicial review, as provided by law.

ARTICLE 23
MINIMUM EMPLOYMENT

A. The basic workday for all Town employees shall consist of eight consecutive hours out of the calendar day. This conformity shall not interfere with the special time schedules governing departments operating more than eight hours in each calendar day.

B. The service week of every employee or officer of the Town shall be limited to five (5) days employment or duty per week, except in case where such reduction would conflict with
some legal requirement. So far as it is practicable, the days on which employees and officials shall not be required to work shall be Sundays and Saturdays. Where the regular schedule of departmental operations requires work on these days, this work shall not be considered overtime work, and the employee shall be entitled to two consecutive days off during the week.

Each employee shall receive compensation based on a minimum time of forty (40) hours per week.

C. Employees' day shall consist of not more than eight (8) hours each from 7:00 a.m., until 3:30 p.m., with a one-half (1/2) hour lunch period, which shall be paid in accordance with Article 10. In the event that the Superintendent of Highways deems it necessary for the efficient operation of the Department that employees start work earlier than 7:00 a.m., but no earlier than 6:00 a.m., the employees requested to do so by the Superintendent may begin work for at least an eight and one-half (8-1/2) hour period at such earlier time at their option. With regard to sanding and snow plowing and related job assignments, any employee beginning work before the normal work hours shall have the option of working through his normal shift, signing out at 3:30 p.m., unless emergency work must be continued.

D. Employees called for emergency work shall be paid a minimum of four (4) hours salary.

E. For those employees engaged in a continuous operation, twenty-four (24) hours a day and/or seven (7) days a week, the regular shift shall not exceed eight (8) hours per shift including lunch periods.
ARTICLE 24
MUTUAL AID SNOW REMOVAL

The parties agree that the Town may enter into understandings with area municipalities regarding mutual aid snow removal, in which event the Association and its members will use their best efforts to support the Town's participation, subject to the following:

(1) Conditions outside the Town will not be used to invoke the Emergency Call provisions of Section 1.14 of the Work Rules;

(2) Before the Department shall invoke the Emergency Call provisions, the Department shall first recall all of its employees from other municipalities; and

(3) Department employees working under the mutual aid program for eight (8) or more hours shall not be compelled to return to work without reasonable rest.

ARTICLE 25
STRIKES AND LOCKOUTS

The AHEA affirms that it does not and will not assert the right to strike or to engage in other stoppage of work or slowdown by its members against the Town, nor to assist or participate in any such acts or to advise, urge or impose upon its members an obligation to conduct, assist or participate in such strike or other acts as herein defined. No lockout of employees shall be instituted by the Town during this term of this Agreement.
ARTICLE 26
PERSONNEL FILE

An employee shall have the opportunity to review his/her personnel file upon five (5) days written notice. The personnel file cannot be removed from its regular place of maintenance or storage and must be reviewed in the presence of the normal custodian of such files.

The employee's right to review the contents of his/her file is subject, however, to the following:

(1) Inspection may be made only during non-work hours.

(2) Employees may have copies of items from their files, but only if they cover the cost involved.

(3) Confidential information such as reference checks shall not be subject to inspection or copied.

If an employee determines that there is an item in the file to which he/she seeks to respond, he/she may file such a response.

ARTICLE 27
SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase or portion of this agreement is for any reason held to be invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding will not affect the validity of the remaining portions of this agreement.
ARTICLE 28

IMPASSE PROCEDURE

If the Town and the AHEA are unable to reach an agreement in their negotiations in future contracts as to any matter that may arise under Article 14 of the New York State Civil Service Law, the matter or matters in dispute shall be referred to the New York State Public Employees Relations Board pursuant to Section 209 of said Article for disposition.

ARTICLE 29

SEASONAL AND TEMPORARY EMPLOYMENT

This agreement shall not pertain to seasonal and temporary employees. AHEA employees on temporary assignment shall continue to receive the benefits of this Agreement.

ARTICLE 30

GENDER CLAUSE

All references to employees in this agreement designate both sexes and whenever the male gender is used, it shall be construed to include both male and female employees.
ARTICLE 31
TRAINING PROGRAM

The parties agree to establish a joint training program within nine (9) months of the mutual ratification of this Agreement, comprising three (3) representatives of the Town and three (3) representatives of AHEA mutually responsible for developing and administering the program. Selection of trainees entering the program will be based upon seniority. Once the program is completely devised and implemented to the mutual satisfaction of the parties, it shall be incorporated as a permanent part of this Agreement.

ARTICLE 32
MISCELLANEOUS

A. The Town will submit the draft of the Collective Bargaining Agreement to the printer within ten (10) days of the execution of the Agreement. The Town will distribute the Collective Bargaining Agreement to all AHEA members, plus ten (10) copies to the AHEA within ten (10) working days of availability and the Town will supply additional copies as needed.

B. Personnel Practices. The employer shall provide copies of this Agreement to all employees in the AHEA and all new employees as they are hired.

C. The Highway Superintendent reserves the right to contract for road millings to be hauled by private contractors in connection with road maintenance contracts.

D. All Automotive Mechanics must be certified New York State Heavy Equipment Inspectors.
E. All Highway Department employee calls to the Department shall be logged and given an identification number or code, which shall be provided to the employee at the time of the call.

ARTICLE 33
THE TOWN OF AMHERST HIGHWAY DEPARTMENT
WORK RULES
INDEX

SECTION
1 Duties of Employees - General
2 Duties of Employees - Laborers
   Duties of Employees - Motor Equipment Operators & Heavy
   Motor Equipment Operators
3 Duties of Employees - Crew Chiefs
4 Care and Maintenance of Equipment
5 Rest Period
6 Promotions and Job Quotas
7 Vacations, Sick Leave, Personal Leave

PREFACE

The intent of the text contained herein is to outline operating procedures and work rules for the employees of the Amherst Highway Department. These work rules are to be incorporated as part of the current labor contract by and between the Town of Amherst and the Amherst Highway Employees Association.
The following rules shall become effective immediately upon publication and continue in force until modified or revised and all previous editions are hereby rescinded. The following work rules are intended to apply generally to all aspects of procedure and will not pertain to specific incidents.

SECTION 1
DUTIES OF EMPLOYEES - GENERAL

1.01 Employees shall observe posted working hours. Normal hours are from 7:00 a.m. to 12:00 noon - 12:30 p.m. to 3:30 p.m. with one-half (1/2) hour off for lunch. Crew chiefs may be required to take lunch breaks from 12:30 p.m. to 1:00 p.m.

1.02 Employees leaving premises at lunch period will punch out when leaving and punch in upon returning.

1.03 Employees may not punch out prior to 12:00 o'clock noon and must punch back in before 12:30 p.m.

1.04 No employee for any reason will tamper with another employee's time card. Each employee will punch his card only. Any employee found guilty of tampering with or punching another employee's card, for any reason, will be subject to disciplinary measures. Failure of an employee to punch in or out requires written verification from a supervising crew chief.

1.05 a) Employees must wear approved safety shoes, as provided, at all times - without exception.

b) When required by OSHA regulations, hard hats will be worn on all jobs during working hours by all employees.
c) Hard hats will be worn at all times while operating or driving the following vehicles: hi-lifts, graders, gradalls, bulldozers, cranes, back-hoes, fork-lifts and tractors.

d) Hard hats will also be worn in the garage and surrounding areas during working hours by employees assigned to jobs requiring them to be working in this area.

1.06 Employees will maintain a clean, neat appearance and will behave in such a manner as to bring no discredit to the Town of Amherst.

1.07 Employees, exclusive of crew chiefs, have no authority to make decisions, discuss, agree, suggest, or speak for the Highway Department. All requests will be handled courteously and politely, and referred to the crew chief in charge.

1.08 Full-time employees will be issued boots and rain suits. These are provided by the Town for use during working hours. Employees will be expected to have boots and rain suits available for use as required by weather conditions. Replacement of these items shall be made as items are worn out or damaged beyond repair.

1.09 Employees returning to the yard at the lunch period shall not do so before 12:00 o’clock noon, or at the end of the workday prior to 3:20 p.m., subject to the discretion of their respective crew chief. When return is necessary for refueling, the allotted time will be from 3:05 p.m. - 3:20 p.m.

1.10 Employee must notify office of phone number or address change immediately in order that we can maintain accurate records.

1.11 Employees, who for any reason are at the garage before the end of the regular workshift, shall report immediately to their crew chief for assignment of work.

1.12 Any employee who leaves the confines of the Town of Amherst for any reason is required to report to his respective crew chief as to destination and estimated time of return.

1.13 A. Discipline for not reporting to work shall not be enforced except as follows:
(1) Town-wide emergencies due to ice storms, wind storms or snow control or other Town-wide emergencies.

(2) Any list in which standby pay is paid.

(3) The parties acknowledge that if the seniority list has been utilized and adequate staff has not been obtained for Emergency work (which shall include Flood Work, Wind and/or Storm Damage, Mechanic Work, Sign Work, and Signal Work), then the Town may utilize Private Contractors.

B. Employees, who are on authorized vacation, cannot be disciplined for not reporting to work.

C. Discipline for not reporting for Emergency Snow Control shall occur from November 1st to March 31st. If an employee is not terminated during such time period, the disciplinary records shall be purged from the employee's records on April 1st.

Discipline may be imposed as follows:

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<tr>
<th>Offense</th>
<th>Disciplinary Action</th>
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<tbody>
<tr>
<td>1st Offense</td>
<td>Written Warning</td>
</tr>
<tr>
<td>2nd Offense</td>
<td>½ Day Furlough-No Pay</td>
</tr>
<tr>
<td>3rd Offense</td>
<td>1 Day Furlough-No Pay</td>
</tr>
<tr>
<td>4th Offense</td>
<td>3 Day Furlough-No Pay</td>
</tr>
<tr>
<td>5th Offense</td>
<td>Discharge</td>
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</tbody>
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1.14 CALL OUT PROCEDURE FOR EMERGENCY HIGHWAY WORK

A. When calling employees for any emergency work and/or sanding, the following instructions must be followed:

   (1) Be sure that the computer is on to record and indicate the telephone number called. If the computer is not working, and the telephone is either busy or not answered, then a second caller
must try to contact the employee. The General Crew Chief on duty shall check the dispatcher’s 
ofice for any substitute phone numbers.

(2) Call the employee, using the three (3) number combination for that employee.

(3) If the telephone is answered:

a) Identify yourself and state, in a polite manner, that you are calling from the Amherst Highway 
   Department and ask to speak to the employee.

b) Make sure that you are talking to an adult or older child in the house. If the employee is not 
   available, second call shall be made as soon as possible.

c) If the employee is not at home, or cannot speak on the telephone, leave a message to have the 
   employee call the Highway Department within 10 minutes. If this return call is not made, the 
   employee is not available. Report all information that you have to the General Crew Chief on duty.

***

d) Once contact is made with the employee, he/she will have a nominal time of 40 minutes from the 
   time of contact, to arrive at the Highway Department. ***

(4) If the telephone is unanswered after ringing 10 times (approximately 45 seconds), hang up and 
   check the computer to see if the correct number has been dialed. If so, the employee is considered 
   unavailable. It is now up to the employee to have the telephone checked for proper operation.***

(5) If the telephone line is busy, and the computer indicates that the correct number was dialed 
   hang up and call the operator and ask if the number is in use; announce that you are calling for the 
   Amherst Highway Department and ask the operator to cut in for an emergency message. If it is out 
   of order no punishment will be given. It is the employee's responsibility to have the telephone 
   repaired. The employee will be considered to have been used off of the list.

   (6) If the caller encounters an answering machine:
a) From the time that the telephone number is dialed until the beep sounds calling for the recording of the caller's voice, a maximum of one minute will be allowed. If the time is longer, hang up. The employee is not available. ***

b) Once the message is left by the calling Crew Chief, the employee will have no longer than 10 minutes to call the Highway Department. If no call is made within 10 minutes, the employee will be deemed unavailable. ***

c) After being contacted, the employees will be allowed a nominal 40 minutes to arrive at the Highway Department, reporting for work. ***

*** Punishment for being unavailable for emergency work (not sanding) per 3(c), 4, 6(a) or 6(b) above, or for being late per 3(d) or 6(c) above, will be as follows:

<table>
<thead>
<tr>
<th>Offense</th>
<th>Punishment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Offense</td>
<td>Warning Letter</td>
</tr>
<tr>
<td>2nd Offense</td>
<td>½ Day Furlough - No Pay</td>
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<tr>
<td>4th Offense</td>
<td>Three Day Furlough - No Pay</td>
</tr>
<tr>
<td>5th Offense</td>
<td>Discharge</td>
</tr>
</tbody>
</table>

1.15 In addition to the preceding rule, employees will be on the alert status as follows:

MANDATORY WEEKLY SANDING ASSIGNMENTS

1. The Superintendent shall establish three groups of employees from the AHEA constituting of at least twenty-four (24) persons each, comprised of MEO’s, laborers, HMEO’s, mechanics, working crew chiefs, and other classifications as needed, for salt/sand application operations. Each group
established by the Superintendent shall contain at least as many drivers as there are salt/sand routes, but the composition of the salt/sand duty personnel lists will otherwise be at the discretion of the Superintendent.

2. The crew chief in charge will have at his disposal the list of employees immediately available for sanding duty for each group.

3. Employees shall be on alert from Friday, 3:30 p.m. to the following Friday, 3:30 p.m. (including any holidays which occur during that period).

4. Employees shall be available at all times during their week “on” for sanding or other duties of an emergency nature, as directed.

5. Sanding list on-call employees by seniority may be used for Salt Piling Operations and as noted in the Collective Bargaining Agreement in Work Rule 1.15(4). All employees on-call for sanding will receive personalized beepers.

6. If you do not expect to be at home, leave message with someone at your home so they can reach you. If no one is at home, it is the employee’s responsibility to make prior arrangements satisfactory to the supervising crew chief, watch attendant or dispatcher on duty.

7. Each employee on alert will be paid a premium of three hours’ pay per day, regardless of the number of total hours worked that week.

8. Employees, who are not available, will forfeit the premium pay for that day, plus he will be disciplined by being given one day off without pay.

9. You may substitute someone to take your place on a given night. However, it is the substitute’s responsibility to be available at all times during the period of substitution and he is subject to penalty for unavailability. Request for substitution must be made to the supervising crew chief on duty prior to 3:00 p.m. on the day in question. In all cases, substitutions are subject to approval by
the supervising crew chief. Substitutions are made on a 24-hour basis only. The substitutes will be required to sign the substitute agreement.

10. In case of sickness of an employee, the employee will forfeit the three hour premium for each day sick. Sickness shall be reported to the supervising crew chief on duty as soon as possible. In any case, you must report sickness before you are called to report for work. In this case you are considered unavailable and subject to disciplinary measures as described in item #8.

11. If an employee declares his unavailability during his week on, he is responsible for providing a replacement for that time, up to a duration of three (3) days.

12. If any employee is unavailable four (4) days or more during the period that these weekly sanding assignments are in effect, we will provide his replacement for that period. However, employees on call may trade their week "on" with an employee on a different sanding group. Switches between employees will be permitted once per season. No double switch is permitted pursuant to subsections 11 or 12.

13. If an employee takes a personal day during his week on and does not intend to be available after 3:30 p.m., he must notify the supervising crew chief prior to 3:00 p.m. on that day; further, if employee does not intend to be available after 3:00 p.m., it is his responsibility to provide a replacement.

14. If an employee calls in sick for the regularly scheduled workday and does not intend to be available for call after 3:30 p.m., he must call in sick to the general crew chief or dispatcher again, prior to 3:00 p.m. on that day, and inform the dispatcher at that time whether the employee will be available between 3 p.m. and 12 a.m., as well as between 12 a.m. and 7 a.m.

15. The Crew Chief in charge is responsible for ordering out sanding crews, according to the assignment schedule for that week.
16. The employees on call are expected to be available immediately for sanding. They will be allowed a nominal time of forty (40) minutes to report to work from the time contacted.

17. You will be advised of any changes in the assignment schedule prior to the time said changes are in effect.

18. Sanding list on-call employees will be provided pagers which will be activated for call-out purposes. If an employee does not call the Highway Department within ten (10) minutes of being paged, the employee will be called by the Highway Department. Pagers are not to be used as primary source of contact.

1.16 The misuse of two-way radio system is under law a misdemeanor. Penalty for such violation is a maximum of $500 fine and six (6) months in jail. Any Highway Department employee found misusing the radio system will be suspended.

The use of AM-FM Cassette radios will be permitted in Town vehicles only if their operation does not interfere with the operation of the Town radio. The parties agree that no earphones will be permitted, and the volume will be kept low. Misuse of AM-FM radio including broadcast of AM-FM radio over Highway radio when the mike is keyed will result in removal of radio privileges from the employees involved. If the F.C.C. issues a written violation for misuse of two-way radios, all AM-FM radios shall be removed. AM-FM Cassette radios may be installed in Town vehicles at a cost only to employees. The Town will not be held responsible or accountable for any loss or damage to these radios.

1.17 No employee, in the course of his daily work, shall use alcoholic beverages or other intoxicants during the working hours. Employees are expected to report for work at the regularly scheduled time, free from any alcoholic influence. As the Town of Amherst is a Drug Free Workplace Employer, drinking alcoholic beverages and/or dealing or taking drugs on Town time is forbidden.
as is reporting for work while under the influence of alcohol and/or drugs. Where there is reasonable evidence of intoxication or drug use, the employee will be sent home immediately after the matter is reported to the Superintendent. So that there is prompt review of this matter, a meeting between the Superintendent and three officers of A.H.E.A. will be convened as soon as possible on the day of the incident or, if that is impossible, on the following day as soon as practical. Depending on the severity of the incident, the suspension may continue up to thirty (30) days at the reasonable discretion of the Superintendent.

A first time offender who has no prior record of alcohol or drug use will lose the day's pay and have a warning letter placed in his file. Should the incident have been more serious; e.g., an accident, a suspension of up to thirty (30) days may be imposed at the reasonable discretion of the Superintendent.

If it is determined by the Superintendent after consultation with the three officers of A.H.E.A. that the incident is not of a serious nature and is an isolated incident, the employee will not be urged to attend a rehabilitation program.

Depending on the nature of the incident, the history of the employee and the Superintendent's and A.H.E.A. officer's review of the incident, the employee may be urged to take part in a rehabilitation program which will have effect upon the discipline imposed by the Superintendent.

First time offenders will not be required to attend a rehabilitation program unless there is substantial evidence of habitual alcohol or drug abuse. If a second incident occurs within a twelve month period, the employee will be required to attend a rehabilitation program or be automatically suspended for thirty (30) days. A third offense within a twelve month period may result in discharge.
If after attending a rehabilitation program an employee is found to have violated Section 1.18, the Superintendent may, at his reasonable discretion, discharge the employee.

All of the above are designed to be guidelines for discipline as the use of alcohol and drugs constitutes a serious problem which can result in severe injury to a person or property.

As part of the guidelines, the Superintendent has the reasonable discretion to order employees to refrain from parking Town vehicles in locations too near bars or restaurants which sell alcoholic beverages. A violation of a Superintendent's order, as referred to in this paragraph, will result in a warning letter being issued to the employee. Subsequent violations may result in further disciplinary action.

The above shall not prohibit dining at such establishments without the consumption of alcohol.

1.18 Employees are expected to carry out orders from their supervisors promptly and efficiently and to the best of their capability.

SECTION 2
DUTIES OF LABORERS

2.01 Besides all work generally considered as labor, a laborer shall, when assigned and providing he is properly licensed as required by law, operate any equipment listed as light equipment on a temporary basis only.

2.02 It shall be clearly understood that the assigned truck driver is in charge of the vehicle at all times and relief driving shall be at his discretion.
2.03 Although the assigned driver shall not be held responsible for the actions of the relief driver, he shall at all times exercise normal caution and at his discretion shall direct the relief driver to return to status as helper.

SECTION 3
MOTOR EQUIPMENT OPERATORS &
HEAVY MOTOR EQUIPMENT OPERATORS

3.01 **Motor Equipment Operator**: Employees under this classification shall operate all equipment listed as Motor Equipment.

3.02 MEO’s are responsible for turning in a *carefully completed* equipment sheet each day for each piece of equipment operated that day. Equipment sheet must show, in addition to date and proper equipment number:

A. time out + time in = hours used

B. out-mileage, in-mileage + miles traveled (or hours, if applicable)

C. fuel used (total gallons)

D. oil used

E. operator’s name, also helper or helpers, if applicable

F. job location

G. description of work

H. repairs required

3.03 MEO’s are at all times responsible for the action of helper or helpers assigned to them. In order to properly place responsibility, operators should report to their crew chiefs any problems or
acts of negligence on the part of those people assigned to them. If a condition of unreasonable action persists, the MEO’s are obligated to report same to their crew chiefs immediately.

3.04 All MEO’s shall perform work within their individual capabilities including the work of laborers, when so directed by the crew chiefs to which they are assigned.

3.05 **Heavy Motor Equipment Operator:** Employees classified as such shall operate all equipment designated as Heavy Motor Equipment.

3.06 Their duties and responsibilities are identical to those for Motor Equipment Operator.

3.07 Motor Equipment Operators and Heavy Motor Equipment Operators will be required to know how to operate a standard or stick shift truck. Those who are not able will be required to accomplish training in order to learn.

3.08 Employees who have their drivers’ license revoked shall be removed from their position and moved to a non-driving position no more than one job group lower at the same step. They will be immediately reinstated to the title held prior to the demotion upon reinstatement of the proper drivers’ license, except if the license is revoked for more than one (1) year.

**SECTION 4**

**DUTIES OF EMPLOYEES - CREW CHIEFS**

4.01 The crew chiefs’ responsibility is to the Town of Amherst and the Superintendent of Highways. They represent the Superintendent on various matters of public concern and are, therefore, expected to conduct themselves in a businesslike, courteous, self-disciplined manner, no matter how trying the circumstances.
4.02 The crew chiefs' attitude transfers itself to the employees under their supervision. They are expected to exercise authority without harassment and public embarrassment; respect can be earned without loss of morale by using good judgment in your decisions and by treating your employees fairly and with respect.

4.03 The crew chief to which various trucks, crews and equipment are assigned will be held responsible for their conduct and actions.

4.04 Crew chiefs are expected to be cognizant of the location of their men at all times during the workday. Job progress will be constantly monitored by the crew chief for reporting to his supervisor.

4.05 Definite instructions, methods and orders will be issued by the crew chief to the employees assigned to him.

4.06 Crew chiefs are expected to exercise control over all employees and equipment with which he comes in contact.

4.07 Crew chiefs will be responsible for adequate and satisfactory completion of all projects, work or assignments assigned to him, and will perform them to the best of his ability.

SECTION 5
CARE AND MAINTENANCE OF EQUIPMENT

5.01 Daily checks are to be made of the following items prior to vehicle leaving the yard:

A. oil level

B. radiator coolant level

C. hose connections

D. running emergency lights and reflectors
E. brakes (including air system, if applicable)

F. tires

G. windshield wipers

H. mirrors - side and rear views

plus over-all general condition of the machinery assigned to their cars (see section on plow equipment -5.20)

I. Allison and Cat transmissions shall be checked by the mechanic

5.02 On vehicles equipped with air brakes, air bleeder valves shall be opened, drained and closed when vehicle is parked at end of the workshift.

5.03 Vehicles will always be parked in appropriate parking stall, if available. If vehicle is stored outside, it will be parked adjacent to the west wall of the building in the marked space. All vents, windows, doors, etc. will be closed and latched; ignition keys will be left in place and are not to be removed unless specifically ordered to do so.

5.04 Drivers will check to see that radios and other accessories are turned off prior to parking the vehicle for the night.

5.05 Vehicles will be parked with the parking brake applied.

5.06 Operators are directly responsible for damage to equipment caused by neglect or failure to inspect equipment at prescribed daily intervals.

5.07 All vehicles, other than those maintained at the job site, will be refueled at the end of the workday.

5.08 Drivers will be held responsible for the cleanliness of the truck cab. Vehicle interior will be cleaned daily by the driver assigned to that particular vehicle. Accumulation of magazines, newspapers, and oil rags will not be permitted.
5.09 When this equipment is in use, it is the responsibility of the operator to check cutting edges, plow and wing shoes, wing arm bolts, and general condition of equipment at least every three hours.

5.10 To properly spread abrasives requires that spreaders be inspected prior to, during, and after use.

5.11 Bar conveyor and spinner should be checked before spreader is loaded to establish that both are working freely and properly.

5.12 During loading operations, care must be taken to prevent foreign materials (bricks, concrete, steel, etc.) from getting into the hopper which might cause the conveyor or spinner to jam.

5.13 During use, spreader operation must be monitored constantly to assure that material is discharged uniformly and in the proper quantity across the width of the pavement. Vehicle speed must be geared for road conditions to assure proper control of abrasives.

5.14 If in doubt, ask crew chief to follow you for a few blocks to determine if amount is sufficient.

5.15 After use, spreader units shall be emptied of all material and thoroughly washed inside and out. This is subject to exception by the crew chief in charge, depending on weather conditions.

5.16 Employees are cautioned against standing on cab roof of sanders during loading or washing operations. Cab roofs are not designed to carry this additional weight.

SECTION 6

REST PERIOD

6.01 A single rest period will be taken during the workday and shall be limited to twenty (20) minutes.
6.02 When possible, the break may be taken as close to the middle of the morning work period as is practical.

6.03 Depending upon the circumstances of a specific job, a crew chief at his option may decide:
A. The exact location of break;
B. the time the break may be taken (subject to 6.02 above); and
C. to send one employee to pick up coffee for the remainder of the crew.

6.04 The rest period may be taken at the restaurant nearest the work area.

6.05 In situations where the crews are constantly moving from one location to another and are not given specific instructions regarding the rest period they will report via radio 10 - 7 and 10 - 8 when they stop for refreshment and/or rest.

SECTION 7

PROMOTIONS AND JOB QUOTAS

7.01 Promotions to positions in a higher classification will depend upon:
A. seniority
B. skill, competence, ability
C. co-operation, productivity and dependability

7.02 Final determination will be made by the Superintendent after a conference with a crew chief, supervising crew chief and an AHEA representative.
7.03 Any employee bidding on and accepting promotion to either a higher category or to operate
equipment who subsequently rejects such bid is thereafter ineligible to bid on any other promotion
for a period of 12 months from date of rejection.

7.04 Openings for promotion to a higher grade will be posted on the Highway Department bulletin
board for a period of ten (10) days to acquire qualified applicants for such positions.

7.05 In order to qualify as a Motor Equipment Operator, employees must possess a minimum of a
CDL "B" license.

7.06 In order to qualify as a Heavy Motor Equipment Operator, employees must possess a CDL "A"
license.

7.07 Every job, including promotion change in classification or pay grade, will be submitted for bidding,
with the exception of laborer or working crew chief, who will be selected at the discretion of the
Superintendent of Highways.

SECTION 8

VACATIONS - SICK LEAVE - PERSONAL LEAVE

8.01 Vacation schedule shall be in accordance with and in the amount specified in current labor contract.

8.02 Vacation slips will be distributed by the office to each employee by March 15 of each year.
Employees will be given four (4) weeks to plan their vacation schedule and indicate their
preference. In the event a vacation slip is not returned by the deadline, vacation will be designated
by the office.

8.03 Whenever possible, employees will be granted vacation during week/weeks of their choosing.
Seniority will prevail, should any conflict arise.
8.04 Employees may reserve a maximum of one week's vacation to be taken by 1/4, 1/2 or 1 day or more at a time. However, those employees with ten or more years of service may reserve a maximum of two weeks vacation to be taken in the manner above.

A. There must be 48 hours notice of the intent of the employee to take his/her earned vacation-time in increments of 1, 1/2 or 1/4 days. This request will be subject to the approval of the Superintendent. This section applies only to that vacation time which is presently allowed to be taken in single days, as opposed to normal vacation time which must be scheduled and taken in full week periods.

B. When vacation time is taken in 1/2 or 1/4 day increments, it must be taken at the end of the normal work day; i.e., the vacation time must end at the end of the normal work day.

C. Vacation time scheduled in 1/2 or 1/4 day increments may not be changed once it is scheduled. Vacation time scheduled in one (1) day increments may be changed with at least seven (7) calendar days notice. Such request will be limited to one (1) change per day.

The balance of vacation must be specified on vacation slips and must be taken in full weeks.

8.05 For vacation time not specified on vacation slip, 48 hours advance notice is required by the employer.

8.06 The Amherst Highway Department reserves the right to limit the number of employees off during anyone week. If this action becomes necessary, vacation will be allotted on the basis of seniority.

8.07 No employee will be allowed to take time off without pay unless an acceptable reason is given, except as outlined in labor contract under "Leave of Absence".

8.08 Preference will be given to employees who specify day/week/weeks on vacation schedule, as opposed to employees taking day/days at a time.
ARTICLE 33

EFFECTIVE DATE

The effective date of this agreement shall be January 1, 2006, and the agreement shall continue in full force and effect for a period of five years thereafter through December 31, 2010, unless extended or modified by mutual agreement of the parties. Notice of intent to change or amend the provisions of this agreement shall be served in writing by the party desiring such change or amendment to the other party 180 days prior to said expiration date. Shall neither party to this agreement send a notice of intent to change or amend this agreement as herein provided, then this agreement shall be considered to have been automatically renewed for another year.

IN WITNESS WHEREOF, the parties have set their hands and seals this ___ day of November, 2008.

TOWN OF AMHERST

By: _____________________________
    (Supervisor)
    2/9/2009

By: _____________________________
    (Director of Human Resources)

AMHERST HIGHWAY EMPLOYEES ASSOCIATION, INC.

By: _____________________________
    (President)
    3/2/09

By: _____________________________
    (Secretary)
    3/12/09
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<th>Step</th>
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<tbody>
<tr>
<td>1</td>
<td>CLEANER</td>
<td>10.15-16.30</td>
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<td>2</td>
<td>WATCH ATTENDANT</td>
<td>10.69-17.02</td>
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<td>3</td>
<td>LABORER</td>
<td>12.51-21.90</td>
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<td>4</td>
<td>AUTOMOTIVE MECHANIC(helper) MAINTENANCE WORKER</td>
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| Group | Title                        | 2007  
|-------|-----------------------------|-------
<p>| I     | CLEANER                     |<br />
| II    | WATCH ATTENDANT             |<br />
| III   | LABORER                     |<br />
| IV    | AUTOMOTIVE MECHANIC HELPER MAINTENANCE WORKER |<br />
| V     | MOTOR EQUIPMENT OPERATOR ELECTRICIAN SENIOR MAINTENANCE WORKER B MASON SIGN PAINTER TREE TRIMER CARPENTER |<br />
| VI    | SENIOR MAINTENANCE WORKER A |<br />
| VII   | LABORER CREW CHIEF HEAVY MOTOR EQUIPMENT OPERATOR AUTOMOTIVE MECHANIC |<br />
| VIII  | WORKING CREW CHIEF WORKING AUTOMOTIVE CREW CHIEF |<br />
|       |                             | <strong>STEP 1</strong> | <strong>STEP 2</strong> | <strong>STEP 3</strong> | <strong>STEP 4</strong> | <strong>STEP 5</strong> | <strong>STEP 6</strong> | <strong>STEP 7</strong> | <strong>STEP 8</strong> | <strong>STEP 9</strong> | <strong>STEP 10</strong> |
| I     | CLEANER                     | 10.43  | 10.94  | 11.50  | 12.06  | 12.67  | 13.31  | 13.96  | 14.66  | 15.40  | 16.75  |
| II    | WATCH ATTENDANT             | 10.96  | 11.54  | 12.10  | 12.71  | 13.35  | 14.02  | 14.72  | 15.45  | 16.22  | 17.49  |
| IV    | AUTOMOTIVE MECHANIC HELPER MAINTENANCE WORKER | 15.37  | 16.06  | 16.78  | 17.54  | 18.32  | 19.14  | 20.01  | 20.91  | 21.84  | 22.50  |
| V     | MOTOR EQUIPMENT OPERATOR ELECTRICIAN SENIOR MAINTENANCE WORKER B MASON SIGN PAINTER TREE TRIMER CARPENTER | 15.82  | 16.53  | 17.27  | 18.05  | 18.86  | 19.72  | 20.60  | 21.53  | 22.50  | 23.44  |
| VII   | LABORER CREW CHIEF HEAVY MOTOR EQUIPMENT OPERATOR AUTOMOTIVE MECHANIC | 17.16  | 17.93  | 18.73  | 19.58  | 20.46  | 21.38  | 22.34  | 23.34  | 24.39  | 25.72  |
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## Benefit Summary

**Group:** AMHERST, TOWN OF - ACTIVE  
**Group Number:** 82410E

### Part D Creditability

Medicare Creditability of Prescription Drug Benefits  
For those who are Medicare eligible, this plan meets the standard level of prescription drug coverage determined by Medicare, therefore this plan provides you with CREDIBLE COVERAGE.

### At a Glance:

<table>
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<tr>
<th>Service Description</th>
<th>Passport Plan</th>
<th>Out of Network</th>
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<tbody>
<tr>
<td>Primary Care Physician Office Visit</td>
<td>$0 (age 0-18) $5 (age 19+)</td>
<td>Subject to deductible and coinsurance</td>
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<td>Specialty Care Physician Office Visit</td>
<td>$0 (age 0-18) $5 (age 19+)</td>
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<td>Routine Physical Exams (some restrictions apply)</td>
<td>$0 (age 0-18) $5 (age 19+)</td>
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<td>Inpatient Hospital</td>
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<td>Emergency Room Copayment waived if admitted. (Not waived on products with deductible/coinsurance)</td>
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### Participating Networks

Network Selected  
For a listing of participating providers, please visit [www.independenthealth.com](http://www.independenthealth.com)

### Outpatient Services

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<th>Service Description</th>
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<td>Office Visit</td>
<td>$0 (age 0-18) $5 (age 19+)</td>
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<td>Adult Immunizations</td>
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<td>Well-Child Visits / Immunizations</td>
<td>Covered in full</td>
<td>Subject to deductible and coinsurance</td>
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<td>Allergy Testing/Treatment</td>
<td>$0 (age 0-18) $5 (age 19+)</td>
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<td>Chemotherapy</td>
<td>$0 (age 0-18) $5 (age 19+)</td>
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<td>EKGs and Other Diagnostic Procedures</td>
<td>$0 (age 0-18) $5 (age 19+)</td>
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<td>Diagnostic X-rays</td>
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<td>Mammogram</td>
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<td>Laboratory Testing, Including Pap Smears</td>
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<td>Subject to deductible and coinsurance</td>
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<tr>
<td>Rehabilitation Therapies (physical, occupational, and speech)</td>
<td>$15 copayment (up to 30 visits per year)</td>
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<td>Outpatient Surgical Procedures</td>
<td>Office visit copay applies</td>
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<td>Medical Eye Exam</td>
<td>$0 (age 0-18) $5 (age 19+)</td>
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<td>Chiropractic Services For manual or mechanical manipulation to treat subluxation</td>
<td>$0 (age 0-18) $5 (age 19+)</td>
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### Maternity Services

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<tr>
<td>Physician Services (prenatal and one post-partum visit)</td>
<td>Prenatal / delivery / postpartum covered in full</td>
<td>Subject to deductible and coinsurance</td>
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<td>Inpatient Hospital Services</td>
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### Hospital Services

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<tr>
<td>Inpatient Hospital</td>
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<tr>
<td>Inpatient Admissions</td>
<td>No annual limitations</td>
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<td>Hospice</td>
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### Benefit Coverage

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<td>Medically Necessary Ambulance Transportation</td>
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<td>Emergency Room Copayment waived if admitted. (Not waived on products with deductible/coinsurance)</td>
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<td>After Hours Care Center</td>
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<td>If a member pre-certifies, office visit copay applies. If member does not, subject to deductible and coinsurance.</td>
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<td><strong>Outpatient Mental Health Services</strong></td>
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<td>Visit limits may apply for some mental health diagnoses.</td>
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<td><strong>Substance Abuse Treatment</strong></td>
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<td>Detoxification</td>
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<td>Inpatient Rehabilitation</td>
<td>Inpatient rehabilitation covered with inpatient copay. Not covered.</td>
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<td>Outpatient Treatment</td>
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<td>Durable Medical Equipment</td>
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<tr>
<td>Skilled Nursing Facility</td>
<td>Skilled Nursing Facility (up to 45 days)- inpatient copay applies. Subject to deductible, coinsurance, and precertification.</td>
<td></td>
</tr>
<tr>
<td>Home Care Services</td>
<td>Subject to deductible and coinsurance.</td>
<td></td>
</tr>
<tr>
<td>40 Home Health visits per year (in and out of network combined). Office visit copayment applies.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cosmetic Procedures</strong></td>
<td>Not covered</td>
<td>Not covered.</td>
</tr>
<tr>
<td><strong>Diabetic Supplies and Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Durable Medical Equipment (for Diabetes)</td>
<td>$15</td>
<td>Subject to deductible and coinsurance.</td>
</tr>
<tr>
<td>Insulin and Other Oral Agents</td>
<td>$15 or your prescription copayment, whichever is less</td>
<td>Subject to deductible and coinsurance.</td>
</tr>
<tr>
<td>Up to a 30 day supply of outpatient diabetic medical supplies (test strips, syringes, etc.)</td>
<td>20% member copay, or $15, whichever is less</td>
<td>Subject to deductible and coinsurance.</td>
</tr>
<tr>
<td><strong>Vision Plan</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vision Coverage</td>
<td>Preferred Vision Plan</td>
<td>Not covered.</td>
</tr>
<tr>
<td>Annual Refractive Examination</td>
<td>Annual refractive examination: $15</td>
<td>Not covered.</td>
</tr>
<tr>
<td>Trifocal: $90</td>
<td>Trifocal: $90</td>
<td>Not covered.</td>
</tr>
<tr>
<td>Lenticular: $90</td>
<td>Lenticular: $90</td>
<td>Not covered.</td>
</tr>
<tr>
<td>Progressive: $100</td>
<td>Progressive: $100</td>
<td>Not covered.</td>
</tr>
<tr>
<td>Lenses Options</td>
<td>UV Coating: $12</td>
<td>Not covered.</td>
</tr>
<tr>
<td>Tint: $12</td>
<td>Standard Anti-Reflective: $45</td>
<td>Not covered.</td>
</tr>
<tr>
<td>Standard Scratch Resistance: $12</td>
<td>Other Services: 20% Discount</td>
<td>Not covered.</td>
</tr>
<tr>
<td>Frames</td>
<td>Frames: Member pays 50% of retail price up to $30, and 80% of the balance (if any)</td>
<td>Not covered.</td>
</tr>
</tbody>
</table>

© 2007 Independent Health Association, Inc.
<table>
<thead>
<tr>
<th>Benefit</th>
<th>Passport Plan</th>
<th>Out of Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Lenses</td>
<td>Conventional contact lenses: 15% discount (applies to materials only)</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>(Fitting and Follow-up are not a covered benefit)</td>
<td></td>
</tr>
<tr>
<td>Laser Vision Correction</td>
<td>U.S. Laser Network for LASIK surgery;</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>20% coinsurance, up to $1,000 per eye.</td>
<td></td>
</tr>
<tr>
<td>Frequency Limitations</td>
<td>Examinations: Once every 12 months Contact Lenses: Unlimited Frames: Unlimited</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lenses: Unlimited</td>
<td></td>
</tr>
</tbody>
</table>

**Dental Plan**
- Dental Coverage: Not covered
- Not covered

**Prescription Plan**
- Prescription Drug Coverage: $1/$10/$25
- When outside of WNY, prescriptions should be filled using Independent Health's nationwide pharmacy network. In-network benefits apply.
- Contraceptive drugs and devices: Tier 1 oral contraceptives @ $0 copay
- See above

**Limitations**
- Deductible: N/A
- Coinsurance: N/A
- Out of Pocket Maximum: N/A
- Annual Maximum Benefit: N/A

**Dependent Eligibility**
- Dependent Eligibility: To age 25
- Additional Eligibility Options: Coverage includes spouse and dependent children
- Dependent Eligibility Extension: Dependents terminate at the end of the month in which their eligibility expires

**Exclusions**
This is a summary of covered benefits and exclusions, and is not intended as an actual contract. Not all benefits, limitations and exclusions are listed here. A detailed contract is issued upon enrollment. Please check your contract for detailed information on your benefits and exclusions.
An Eyecare Plan
With You in Mind

Are you really seeing your best? Or are you simply used to the view? With good vision, your experiences are clearer, Sharper, Brighter.

Besides helping you see better, routine eye exams can detect a number of serious health conditions such as glaucoma, cataracts and diabetes. Even cancer. Plus, eye exams for kids can spot problems that can impact learning and development.

New patients always welcome.

Visit vsp.com today.

What’s important to you? Do you need an evening appointment? Interested in a doctor who focuses on sports eyewear or children? Want an online savings statement after you visit a VSP doctor? Searching for information on conditions of the eye? Visit vsp.com. You’ll like what you see.

No ID cards. No claim forms. Easy as 1, 2, 3.

1. Find a VSP network doctor at vsp.com or call 800-877-7195.
2. Make an appointment and tell the doctor you are a VSP member.
3. Your doctor and VSP will handle the rest.

Visit vsp.com today.

Your Coverage from a VSP Doctor

Exam covered in full. 
Prescription Glasses
Lenses covered 100% after a 12 months.
• Single vision, fixed distance, fixed distance lenses.
• Poly lenses for children.
Frames covered after a 12 months.
• Full frame of your choice covered up to $150.
• Plus, 20% off any out-of-pocket costs.

Contact Lens Care covered after a 12 months.
When you choose contacts instead of glasses, your $120 allowance applies to the cost of your contacts and the contact lens exam (fitting and evaluation). This exam is in addition to your vision exam to ensure proper fit of contacts. If you choose contact lenses you will be eligible for a frame 24 months from the date the contact lenses were obtained.

Current soft contact lens wearers may qualify for a special contact lens program that includes a contact lens evaluation and initial supply of replacement lenses. Learn more from your doctor or vsp.com.

Advantages of Coverage

Without coverage, an exam and prescription glasses can cost $200 or more. With VSP coverage, you'd save. Plus, with pre-tax payroll deductions, you'll be budgeting for your eyecare while reducing your taxable income.

Your Deductibles

Extra Discounts and Savings

Lens Vision Correction Discounts
Prescription Glasses
• Up to 30% savings on lenses alone such as scratch resistant and anti-reflective coatings and progressives
• 20% off additional prescription glasses and sunglasses
Contact lenses
• 15% off contact lens exam (fitting and evaluation)
• Available from the same VSP doctor who provided your eye exam within the last 12 months.

Data for doctors: you get the best value from VSP benefits when you visit a VSP network doctor. If you decide not to see a VSP doctor, your coverage will apply. You'll also receive a lenses small and broadly any more on-site. Don't worry, our VSP members are required to pay the provider in full at the time of your appointment and submit a claim to VSP for partial reimbursement. If you decide to see a provider not in the VSP network, call us at 800-877-7195.

Out-of-Network Reimbursement Amounts:

Exams
Up to $150
Lenses

Up to $150

Lenses

Up to $150

Lens Frames
Up to $150

Contact lenses
Up to $150


VSP guarantees service from VSP network doctors only.

In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

† Subject to Copy
<table>
<thead>
<tr>
<th>100% PREVENTIVE SERVICE</th>
<th>100% BASIC SERVICES</th>
<th>100% MAJOR SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Visits</td>
<td>Fillings</td>
<td>Porcelain Fillings</td>
</tr>
<tr>
<td>Oral Examinations</td>
<td>Amalgam, Silicate</td>
<td>&amp; Crowns</td>
</tr>
<tr>
<td>X-rays</td>
<td>&amp; Acrylic</td>
<td>Installation of</td>
</tr>
<tr>
<td>Teeth Cleaning</td>
<td>Periodontic Services</td>
<td>Dentures &amp; Bridgework</td>
</tr>
<tr>
<td>For Children:</td>
<td>Oral Surgery</td>
<td></td>
</tr>
<tr>
<td>Fluoride Treatments</td>
<td>Root Canal</td>
<td></td>
</tr>
<tr>
<td>Topical Sealants</td>
<td>Bridgework &amp; Crowns</td>
<td></td>
</tr>
<tr>
<td>Space Maintainers</td>
<td>Maintain Bridgework</td>
<td></td>
</tr>
<tr>
<td>Harmful Habit</td>
<td>&amp; Dentures</td>
<td></td>
</tr>
<tr>
<td>Appliances</td>
<td>Acrylic/Plastic Crowns</td>
<td></td>
</tr>
<tr>
<td>$1,250 Per Person Calendar Year Maximum</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>100% PREVENTIVE SERVICES</th>
<th>70% BASIC SERVICES</th>
<th>50% MAJOR SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Visits</td>
<td>Fillings</td>
<td>Porcelain Fillings</td>
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</tr>
<tr>
<td>Fluoride Treatments</td>
<td>Root Canal</td>
<td></td>
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<tr>
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<td></td>
</tr>
<tr>
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<td>&amp; Dentures</td>
<td></td>
</tr>
<tr>
<td>Appliances</td>
<td>Acrylic/Plastic Crowns</td>
<td></td>
</tr>
<tr>
<td>$750 Per Person Calendar Year Maximum</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CHILD ORTHODONTIA: IN-NETWORK ONLY
50% Paid by Guardian, 50% paid by Employee
$2,000 Lifetime Max

Paid by The Guardian
5 Paid by The Employee
MEMORANDUM OF AGREEMENT

The Town of Amherst (hereinafter the "Town") and the Amherst Highway Employees Association, Inc. (hereinafter the "A.H.E.A.") agree to resolve grievance numbers 2000-12 and 2000-14 as follows:

1. Only MEO "A" operators, when normally available, shall operate hi-lifts. However, "qualified" MEO "B" operators may load trucks and perform other basic hi-lift functions only at the Highway Department site when MEO "A" operators are not available to perform such functions.

2. For purposes of this Agreement, the term "qualified" shall mean individuals who are deemed by mutual agreement of the Town and A.H.E.A. to be adequately trained and proficient in the basic operation of hi-lifts.

3. The Town and A.H.E.A. shall create a list of "qualified" MEO "B" operators who are permitted to operate hi-lifts in the manner described above under appropriate circumstances as described in Paragraph #1.

4. MEO "B" operators who are not considered "qualified" to operate hi-lifts shall be evaluated and/or trained in the basic operation of hi-lifts for purposes of potentially being added to the aforementioned list of "qualified" operators. MEO "B" operators who do not wish to be evaluated or trained in the basic operations of hi-lifts shall not be compelled to do so.

5. Once an MEO "B" operator has undergone appropriate evaluation and training in the basic operation of hi-lifts, and is deemed "qualified" as defined above, he or she shall be added to the list of "qualified" MEO "B" operators.

6. Any time spent by MEO "B" operators training in the basic operation of hi-lifts as described above will be credited and counted as training time for purposes of attaining potential MEO "A" status pursuant to the collective bargaining agreement.

7. For purposes of this Agreement, MEO "A" operators will be called in whenever conditions necessitate sending out five (5) or more trucks.

8. A minimum of five (5) hours of makeup overtime work shall be offered to the appropriate employees, as mutually agreed by the parties.

9. A.H.E.A. agrees to withdraw grievance numbers 2000-12 and 2000-14 in settlement of these matters.

10. The circumstances involving this Agreement are unique, and therefore, this Agreement shall have no binding or precedential effect on any future matters.
Dated: 2/7/01

Robert P. McCarthy, Esq.
Director of Personnel
Town of Amherst

Thomas Wik
Highway Superintendent
Town of Amherst

Jeff Kohn
President
A.H.E.A., Inc.

Christopher O'Neill
Secretary
A.H.E.A., Inc.
SETTLEMENT AGREEMENT

In settlement of Case No. U-22912 - Town of Amherst, the parties agree as follows:

1. The Amherst Highway Employees Association (AHEA) has exclusive right to the hauling of material (by Dump Tractor Trailer, Tandem Dump, single axle dump, one-ton dump (baby (Dump), packer or any other dump style truck acquired by the Town), used by the Highway/Parks Department in the Town of Amherst (Town).

2. The AHEA acknowledges that it does not have the exclusive right to haul the following:
   a) salt;
   b) millings when Town equipment is not available to keep up with the milling machine; and
   c) hot asphalt when private contractors are used for paving.

3. If within two weeks from the date of this agreement, the Town believes that the AHEA does not have the exclusive right to haul a specific item, the Town will notify PERB in writing that it seeks to reopen this agreement, in which event the parties will return to PERB to renegotiate. If no written notice to reopen is received by PERB by April 1, 2002, this agreement is in full force and effect.

4. The Parties agree that the delivery of grit sand (aka ballast sand or skid sand) in January, 1997 and October of 2001 did not destroy AHEA’s exclusive right to that work. If extraordinary circumstances makes it necessary for the Town to purchase and have delivered grit sand in large quantities, the AHEA agrees to bargain with the Town before the purchase/delivery occurs.

5. The Town agrees that in the future if it intends to use a contractor to haul any material exclusively handled by the AHEA, it will bargain with the AHEA prior to doing so.

6. In the event that the source of material needed by the Town is out-of-state and no employee in the unit has the required endorsement to haul from out-of-state, the Town may contract for hauling. Such hauling shall not destroy AHEA’s exclusivity. If an employee has the required endorsement, he or she shall be given the work.

7. In consideration of the above, the AHEA withdraws the charge herein.

Craig Fenster
Robert McCarthy
March 14, 2002

Jeff Kopul
Jonathan Johnson
Settlement Agreement
between the Town of Amherst and the Amherst Highway Employees Association

In settlement of Case No. U – 24076, the parties agree as follows:

1. The Amherst Highway Employees Association ("the AHEA") has the exclusive right to any drainage work performed by the Town of Amherst ("the Town") within the Town of Amherst;

2. The Parties agree that in the future drainage work will be performed by members of the AHEA unit;

3. The Town agrees that if it intends to use a contractor to perform any drainage work for any reason, it will bargain with the AHEA prior to doing so;

4. In consideration of the above, the AHEA withdraws the charges set forth above.

/signed/ Robert Anderson

/signed/ Jeff Kobus

/signed/ Robert McCarthy

/signed/ Jonathan Johnsen
Settlement Agreement
Between the Town of Amherst
and the
Amherst Highway Employees Association

In settlement of Case No. U-23533 and Case No. U-23545, the Town of Amherst ("the Town") and the Amherst Highway Employees Association ("the AHEA") agree as follows:

1. The AHEA has the exclusive right to any masonry work performed on entrance walls within the Town’s jurisdiction by the Town within the Town of Amherst;

2. The Parties agree that in the future such masonry work on entrance walls will be performed by members of the AHEA unit;

3. The Town agrees that if it intends to use a contractor to perform any such masonry work on entrance walls for any reason, it will notify and bargain with the AHEA prior to doing so through the Town’s Director of Personnel;

4. The Town shall provide eight (8) hours of overtime work to the senior mason and his helper for the repair of entrance walls the next time such work is required;

5. The Parties agree that when future overtime tree trimming work (i.e. work commencing after 3:30 p.m. Monday through Friday, or commencing on weekends or holidays) becomes necessary, the Town will have AHEA unit members perform the work, unless the nature of the work is too hazardous and poses danger or risk of injury to the AHEA members;

6. In an emergency overtime tree-trimming situation, if no employee from the AHEA unit is available and qualified to operate "in the bucket," the Town may contract for the services of an outside contractor to perform such work;

7. If an outside contractor is hired to work "in the bucket," and requires that additional outside personnel be hired to assist the bucket person, the Town shall still use employees in the AHEA unit to perform any other tree trimming work, including ground work, beyond that which is to be performed by the contractor’s crew (not to exceed one bucket person and a laborer, or two laborers if required by the contractor);
8. The Town shall provide eight (8) hours of overtime work to two employees to be designated by the AHEA either in cash or in a special overtime work detail not in conjunction with any other overtime detail within thirty days of the signing of this agreement. If a special overtime work detail is not provided within thirty days, the two employees shall receive the compensation in cash. The overtime worked or the cash received by the two employees shall not be credited to the employee for the calculation of the equalization of overtime under the CBA.

9. In consideration of the above, the AHEA withdraws the charges set forth above.

Dated 5/27/03

Craig Finley

Robert McCandly

Jeff Kubes

Jonathan Jonsen
This training program has been developed to provide a structured approach for training employees who are interested in upgrading their position within the department. The content of this program has been developed and agreed upon by both the administration of the Highway Department and the Amherst Highway Employees Association (AHEA). This program has been developed using regulatory standards and generally accepted standards as the guidelines for its content. Each component may have some specific guidelines for the program but for an overall outline the following shall serve as the guide for the program operation.

For purposes outlined in the program the reference to the Training Committee is defined as an equal representation of both the Administration and the AHEA.

References made to representative(s) of the Training Committee are defined as equal representation of both the Administration and the AHEA and do not have to be entire Committee.

- No employee should train or be trained on more than one piece of equipment at a time. He/she must successfully complete the equipment he/she is working on before moving on to another piece of equipment unless mutually agreed upon by a representative(s) of the Training Committee.
- There shall be no more than 12 trainees enrolled in the overall program at any one time. Individual programs may have maximum numbers of enrollees to make sure the training is completed safely.
- Prospective trainee must be in possession of a valid New York State Commercial Driver’s License appropriate for the class of vehicle to be operated.
- There shall be a list of eligible training candidates posted annually for review by the membership.
- This Heavy Equipment Operator (HEO) on-the-job-training program has been developed utilizing various pieces of equipment already identified as required heavy equipment for this job class. In addition to seniority the trainee’s absence and personnel record will have an impact on the eligibility into the program. This includes his/her participation in our snow and ice program.
- All trainers shall be approved by the Training Committee.
- Employees serving as trainers shall receive $1.00 per hour that will be concurrent with the initiation of this program.
- The trainee shall complete the prescribed training within a 12-month period unless the Training Committee approves an extension.
- The parties agree that this program represents a new initiative that may benefit from and be improved by periodic modifications as agreed to by the parties. Such modifications may include, but will not be limited to, the number of training hours necessary, the functions which should be included as part of the training, methods of evaluation, and any other aspects agreed to by the parties, which need to be modified. Accordingly, this program will be evaluated by the Committee on an ongoing basis with the goal of ultimately establishing the most efficient, effective and comprehensive training program possible.
- In the event the Training Committee determines that a trainee is not adequately proficient in the operation of the prescribed equipment after completing the required hours the Committee shall have the right to recommend either continued training or that the candidate be removed from the program.
- Upon completion of training for any driver, employees who trained or helped train the driver shall not be responsible and shall be held harmless for any subsequent actions of that driver.
- Any employee currently enrolled in the training program shall be grandfathered into the program and shall follow the guidelines of the current program for completion unless otherwise approved by the Training Committee.
Memorandum of Agreement
Training – Motor Equipment Operator

This Motor Equipment Operator (MEO) on-the-job-training program has been developed utilizing various pieces of equipment already identified as required equipment.

The program will provide the trainee with the knowledge and skills to perform his/her duties safely on a variety of classes of equipment.

Upon successful completion of this training program as approved by the Training Committee the trainee shall be promoted to the position of MEO.

The 3 major operations performed annually have been identified but are not limited to leaf pick-up with leaf vacuum attachment, heavy hauling (i.e. stone, paving, etc.), along with snow and ice control as the most important operations. The recommended approximate number for each operation shall be as follows:

- 200 hours of snowplowing and sanding operations
- 100 hours of leaf pick-up
- 100 hours of hauling heavy loads and working with the paving operations
- 100 hours of special operations and training program

Prior to enrolling in the program the prospective trainee must be in possession of a valid New York State Commercial Driver License. Pursuant to Section 3.09 of the work rules, the trainees must be able to operate a standard shift truck as part of the successful completion of this training program.

This Program recognizes that the following pieces of equipment are MEO Class Equipment on which training is required before proceeding to the Full-time MEO status:

- 6-wheel Dump Truck
- 10-wheel Dump Truck
- Roadside Mowers
- Packer
- Large Sign & Signal Trucks
- Service Truck
- 6 Wheel Tree Truck
- Any other piece of equipment not listed herein but agreed upon by the Safety Training Committee.

These additional pieces of equipment shall be included in the list of MEO equipment and they shall fall into the category of Special Operations. Whereby any combination of these pieces shall combined equal the required 100 hours of Special Operations portion of the MEO training. MEOs who have successfully completed the MEO Program will receive the MEO rate for all hours of driving and operating the following 3 additional pieces of equipment: Double-Wing Plow, Road Sweeper, and Tree Truck.

To assure proper training and allow for continuity of training there shall be no more than six (6) trainees enrolled in the program at any one time. Admission into the program shall follow the current system of acceptance by bid based on seniority. Trainees shall accomplish the drivers training program with the assistance of a trainer who is approved. This checklist shall be completed by the trainer and submitted to the Training Office. All members of the Training Committee shall receive up-to-date documentation regarding the progress of all trainees currently in the program. The Training Committee can request a review of a trainee’s progress anytime during the program.

The training program shall include, but not be limited to, the following and not exceed 50 hours:

- Components of the NYS Dept. of Transportation training program
- Pre-trip and post-trip inspections using proper equipment sheets.
- Hook-up and unhooking procedures of required attachments.
- Defensive driving instructions for CDD operations.
- Training hours successfully completed or approved by the safety training committee.
- Trainee’s progress reviewed by the Highway Superintendent or his designee.
- The Highway Dept. Safety Training Committee to make final evaluation and approval.

Rev. 9/09/2003
Training Outline – Heavy Equipment Operator

The program will provide the trainee with the knowledge and skills to perform his/her duties safely on a variety of pieces of equipment in the HEO Class. No trainee shall begin training in the HEO Program until he/she has successfully completed the Motor Equipment Operator (MEO) Program. Before enrollment in the HEO Program it shall be recommended that trainees perform the duties of a MEO for a minimum of 2 years.

Upon completion of up to approximately 1000 hours of HEO training the trainee shall become an HEO. The trainee must successfully train on four (4) different pieces of equipment in this Class. The trainee must obtain approximately 250 hours on each piece of equipment totaling 1000 hours.

There are a number of pieces of equipment that fall into the category that requires a New York State Commercial Driver's License to operate. This program recognizes that the following list includes, but is not limited to, HEO Class equipment on which training is required in order to proceed to the HEO status.

Backhoe, Bombardier, Bulldozer, Rubber Tire Gradall, Grader, Hi-lift in yard, Hi-lift on the road, Milling Machine/Skid steer, Paver, Large Roller, Track Excavator, Tractor-Trailer with Dump Trailer, Tractor-Trailer with Lowboy Trailer, Equipment Moving Trailers (e.g. Bombardier Trailer),

Trainees shall complete the training program with the assistance of a trainer who is approved and has undergone a trainers program. A training checklist shall be filled out for all trainees to document their training and progress. This checklist shall be completed by the trainer and submitted to the front office. Up-to-date documentation regarding the progress of all trainees currently in the program will regularly be provided to all members of the Training Committee. The Training Committee can request a review of a trainee's progress anytime during the program.

The training program shall consist of but not be limited to the following:

- Pre-trip and post-trip inspections using proper equipment sheets.
- Hook-up and unhooking procedures of required attachments.
- Completion of approx. 250 hours of hands-on training per piece of equipment
- Successful completion of training hours documented or approved by the Training Committee.
- Review of trainee's progress by the Highway Superintendent or his/her designee.
- Final evaluation and approval made by the Highway Dept. Training Committee.

A maximum of three (3) trainees shall be enrolled in this program at one time due to the availability of trainers. It is recommended that each trainee successfully complete training on one piece of equipment at a time.

In the event the Training Committee determines that a trainee is not adequately proficient in the operation of the equipment after 1000 hours of training, the Training Committee shall have the right to recommend either continued training or that the candidate be removed from the program.

Upon completion of training for any HEO, employees who trained or helped train the HEO shall not be responsible and shall be held harmless for any subsequent actions of that HEO.

This Memorandum of Agreement shall supersede Article 32, Section 2.02 of the Collective Bargaining Agreement until such time as a new Collective Bargaining Agreement is ratified.

Rev. 9/03/2003
Upon completion of training for any driver, employees who trained or helped train the driver shall not be responsible and shall be held harmless for any subsequent actions of that driver.

This Memorandum of Agreement shall supersede Article 32, Section 2.02 of the Collective Bargaining Agreement until such time as a new Collective Bargaining Agreement is ratified.

Dated: __________________________

Robert P. McCarthy, Esq.
Director of Personnel
Town of Amherst

Jeff Kobus
President
A.H.E.A., Inc.

Thomas W. K.
Highway Superintendent
Town of Amherst

Christopher O'Neill
Secretary
A.H.E.A., Inc.
MEMORANDUM OF AGREEMENT

The Town of Amherst (hereinafter the "Town"), the Amherst Highway Employees Association, Inc. (hereinafter the "A.H.E.A.") and the Amherst Employees Association, Inc. (hereinafter the "A.E.A.") agree as follows regarding the cleaning of sanitary and storm sewers:

1. Employees from A.H.E.A. and A.E.A. will work jointly in a trial pilot program involving the routine cleaning of sanitary and storm sewers.

2. The pilot program will be undertaken for educational and evaluative purposes with regard to the respective aspects involved in the cleaning of sanitary and storm sewers.

3. The aforementioned pilot program shall last for a period of two weeks commencing on the date of this agreement's execution, and may only be extended by the mutual written agreement of all parties to this Agreement.

4. Any and all work performed by members of the A.H.E.A. and A.E.A. on this program shall have no effect whatsoever on the exclusivity of respective work for either bargaining unit, and each bargaining unit shall continue to enjoy the same respective exclusivity in place prior to the implementation of this program.

5. The circumstances involving this Agreement are unique, and therefore, this Agreement shall have no binding or precedential effect on any future matters.

Dated: 10/3/03

Jeffery Kobus
President
A.H.E.A., Inc.

Larry Leasing
President
A.E.A., Inc.

Paul M. Bowers, P.E.
Amherst Town Engineer

Robert Anderson
Amherst Highway Superintendent

Robert P. McCarthy, Esq.
Director of Personnel
Town of Amherst
The Town of Amherst and the Amherst Highway Employee Association agree to settle the overtime grievance on the following terms:

1. The Town agrees to give each employee of the Highway Department compensatory time as follows:
   a. each employee of the Highway Department will receive a minimum of 8 hours of compensatory time;
   b. each employee on the list attached hereto as exhibit A will receive 70% of the number of straight time hours listed in compensatory time;
   c. In calculating the amount of compensatory time, the number of straight time hours will be limited to 125 hours, that is, the maximum amount of compensatory time received by any employee will be 87.5 hours;

2. The Parties agree that the compensatory time granted shall not be subject to Article 6, section B. (3) of the collective bargaining agreement between the Parties;

3. The Parties agree that an employee will be able to use only up to 40 hours of the compensatory time granted by this agreement in any given year;

4. The Parties agree any unused amounts of compensatory time may be carried forward from year to year.
5. The employee will be paid his rate of pay in effect at the time the compensatory time is used;

6. The compensatory time granted pursuant to this agreement will be designated as special compensatory time and the employee seeking to use this special compensatory time must designate that he is using special compensatory time;

7. If the employee does not specify that he is electing to use special compensatory time, the time used shall be deducted from his compensatory time, unless he has none, in which case, the time shall be deducted from his special compensatory time;

8. If any employee receiving compensatory time under this agreement retires in 2004 or 2005, the employee shall be paid for the unused portion of his compensatory time in a lump sum at the time of retirement at the his then current rate of pay;

9. Danny Brown shall be paid his compensatory time in a lump sum payment;

10. The Parties agree that snow and ice overtime will not be included in calculating overtime distribution of section Article 6 section B. (7) of the collective bargaining agreement between the Parties;

11. The Parties agree that they will make a good faith effort to equalize the overtime within the 12 hours as specified in Article 6 section B (6)(c);

12. The Parties agree that employees will not be paid for overtime not equalized as provided for in Article 6 section B. (7)(a) for the period of January 1, 1994 through June 30, 2004.
13. The Parties agree that there shall be three new skilled trade positions, which shall be equalized by individual trade as provided for in Article 6 section B. (7)(a): 1. Locksmith, 2. Parts Room and 3. Set-up person;

Town of Amherst

By: Robert McCarthy

Amherst Highway

Employees Association

By: Jay Kebus

Highway Department

By: Robert Anderson

Date: 5/24/09
SETTLEMENT AGREEMENT

In settlement of Case No. U-24685 -- Town of Amherst, the parties agree as follows:

1. If the Clerk of the Town of Amherst has the discretion to assign Town of Amherst employees to perform any work in connection with any election under the control of the Erie County Board of Elections, those assignments shall fall to the members of the AHEA.

2. The parties agree that, as of the date of this agreement, the election work over which the Amherst Town Clerk has assignment discretion is as follows:
   a) Picking up materials from the Erie County Board of Elections in advance of election day and delivering those materials to the Town;
   b) Delivering election materials to the appropriate polling site at the time the voting machines are moved to designated polling sites;
   c) Returning the materials the day following the election to the Erie County Board of Elections.
   d) Moving existing voting machines when ten or fewer machines need to be moved.

3. The Amherst Town Clerk shall no longer assign any town employees to strip voting machines or to repair or troubleshoot problems with voting machines.

4. Should election procedures change with respect to stripping voting machines such that the assignment of that work is left to the discretion of the Town Clerk, this agreement will be reopened.

5. Should election procedures change with respect to repairing or troubleshooting problems with voting machines such that the assignment of that work is left to the discretion of the Town Clerk, this agreement shall be reopened.

6. The Town agrees that it had a bargaining obligation with regard to the transfer of the work of stripping the machines to Town employees other than AHEA employees for the November 2003 and March 2004 elections.

7. The Town agrees that it had a bargaining obligation with regard to the pick up, delivery and return of election materials for the November 2003 and March 2004 elections to the extent that those tasks were performed by Town employees other than AHEA employees.

8. The Town agrees that it had a bargaining obligation with regard to the response to calls from election inspectors to the Clerk’s Offices regarding voting machine problems on the day of the November 2003 election.

9. In consideration of the above, the AHEA agrees to withdraw the improper practice charge U-24685, and agrees not to file a charge with respect to the incident of August 2, 2004. The charge will be withdrawn after affected employees are made whole.

Susan K. Jaros
Amherst Town Clerk

John M. Kooba
President, AHEA

Robert McCarthy
Director, Town of Amherst Personnel

September 30, 2004
MEMORANDUM

To: General Crew Chiefs

From: Robert Anderson, Superintendent of Highways

Re: Use of Training Personnel

Date: September 12, 2006

Anyone who is in the Training Program or is operating a piece of equipment not of his own classification must have a Trainer with him/her. This is specifically stated in the Training Program guidelines. Any exception to this matter must be discussed beforehand with the A.H.E.A. If you have any questions regarding this matter please see me.

/td

C: Joseph Speth, Deputy Highway Superintendent

A.H.E.A.

Working Today For The Amherst Of Tomorrow
Settlement Agreement
Between the Town of Amherst
and the
Amherst Highway Employees Association

In settlement of Case No. U-25616, the Town of Amherst ("the Town") and the Amherst Highway Employees Association ("the AHEA") agree as follows:

1. The Parties agree that any contracted storm drainage work performed in the past, currently being performed or pending under executed contract for future performance that is potentially exclusive to AHEA has not compromised any such potential exclusivity;

2. The Town agrees that it will meet with a representative of AHEA prior to subcontracting any future storm drainage work. Following such meeting, if the Town intends to use a subcontractor to perform any such work deemed exclusive to AHEA, it will notify and bargain with the AHEA prior to doing so through the Town's Director of Personnel;

3. Any agreement by the Parties to subcontract storm drainage work deemed exclusive to AHEA will not necessarily destroy such exclusivity.

4. In consideration of the above, the AHEA withdraws the charge set forth above.

Dated 3/14/07

Robert P. McCarthy

Chris O'Neill
Memorandum of Understanding

This agreement is made the 21st day of August, 2007 between the Town of Amherst and the Amherst Highway Employees Association (AHEA).

Whereas the collective bargaining agreement between the parties provides in Article 13, section 1, that "[t]he expense of any physical requested by the Town shall be paid for by the Town and be performed during the employee's working hours" and

Whereas the AHEA agreement does not have any specific guidelines for return to work physicals and the Town desires to make this process as efficient as possible:

The parties agree as follows:

1. Any employee returning to work shall notify the Town of Amherst when he/she has been cleared for work by his/her doctor.

2. The employee shall notify the Town immediately following his/her doctor visit. This must take place before 3:30 p.m. in order for an appointment to be made the following business day.

3. The Town shall schedule an appointment with the Town doctor on the following work day before 10:00 a.m. The employee shall return to work immediately after the appointment and be paid from 7:00 a.m. in the morning. The employee shall use their own vehicle for transportation.

4. If the Town doctor does not have an appointment available before 10:00 a.m. the following morning as described in #3 above then an appointment will be made as soon after 10:00 a.m. as possible and the employee shall be paid from the time of the appointment until the end of the day, provided the employee reports to work immediately after the appointment. If the appointment ends after 3:30 p.m., the employee will call Dispatch to inform the Town he/she has been cleared for work and he/she will return to work the following morning.

Robert McCarthy
Town of Amherst

Chris O'Neill
President AHEA

Robert Anderson
Highway Superintendent
Settlement Agreement  
Between the Town of Amherst  
and the  
Amherst Highway Employees Association  

In settlement of several grievances involving the issue of employees calling in sick leave when no accrued sick leave is available, the Town of Amherst ("the Town") and the Amherst Highway Employees Association ("the AHEA") agree as follows:

1. The Parties agree to establish the following new penalty schedule:

   - Up to 3 call-ins: No Pay for Day & Written Notice
   - 4 call-ins: No Pay for Day & Written Warning
   - 5 through 6 call-ins: No Pay for Day & 1 day off w/out pay
   - 7 through 10 call-ins: No Pay for Day & 2 days off w/out pay
   - 11+ call-ins: No Pay for Day & Loss of 1 week vacation for each call-in

2. For purposes of the above schedule, the term "call-in" shall mean the employee called in a sick day when he/she had no available sick leave accrued.

3. The penalty schedule shall operate on a calendar year basis, resetting annually on the first day of January.

4. In the event an employee used such a call-in as a result of a legitimate illness, the employee shall be given the opportunity to provide medical documentation.

5. The Parties agree to amend Article 12 of the CBA by removing the reference to "2000 hours" and Article 13 of the CBA by adding the above penalty schedule after the second paragraph of Section C.

6. In consideration of the above, the AHEA withdraws all grievances as set forth above.

Dated August 21, 2007  

Robert P. McCarthy  
Director of Human Resources  

Chris O'Neill  
AHEA President  

Robert Anderson  
Highway Superintendent
Settlement Agreement  
Between the Town of Amherst  
and the  
Amherst Highway Employees Association

In settlement of Grievances No. 2007 - 12 and 2007 - 13, the Town of Amherst ("the Town") and the Amherst Highway Employees Association ("the AHEA") agree as follows:

1. The Parties agree that the two grievants shall be paid eighty-five (85) hours at the proper out-of-title rate.

2. The Parties agree that employees successfully completing the training program, which in no case shall exceed one (1) year, shall immediately be placed on a list of eligible promotional candidates, and that the number of candidates on each respective list shall never exceed two (2) MEO’s and/or four (4) HMEO’s.

3. Promotional candidates on the list may be used to perform out-of-title work pursuant to Article 6 D of the CBA when no regular full-time employee in the title is available, in the order of their completion dates, with the candidate with the earliest completion date always being offered the out-of-title work first and paid at the appropriate rate prior to using employees in the training program.

4. The candidate with the earliest completion date on the list shall be deemed the "top candidate."

5. In the event two or more employees have the same completion date, the top candidate will be determined by seniority.

6. The top candidate with the earliest completion date shall always be promoted to the appropriate title no later than seventy-five (75) days after successful completion of the training program.

7. In consideration of the above, the AHEA withdraws the grievances as set forth above.

Dated 10/1/07

Robert P. McCarthy  
Director of Human Resources  

Chris O’Neill  
AHEA President

Robert Anderson  
Highway Superintendent
Settlement Agreement
Between the Town of Amherst
and the
Amherst Highway Employees Association

In settlement of Case No.U-26788, the Town of Amherst ("the Town") and the Amherst Highway Employees Association ("the AHEA") agree as follows:

1. Qualified AHEA employees will be used to perform all repair work on Town owned historic entranceways, including any repair work performed as part of the HUD Economic Development Initiative (EDI) Grant;

2. When required as a condition of a grant, the Town will contract with a qualified mason with historic preservation experience and knowledge of national and state preservation guidelines to provide oversight on the aforementioned repairs;

3. When required as a condition of a grant, the mason will be required to certify that all work performed by AHEA masons meets applicable federal and state guidelines;

4. The Highway Department will maintain auditable time records for all work financed with the EDI grant;

5. The Town agrees that if it intends to use any other contractor to perform any other masonry work for any reason, it will bargain with the AHEA prior to doing so;

6. No work previously performed on Town owned historic entranceways by outside contractors will be construed to have compromised the AHEA's exclusivity to work on such structures;

7. Nothing in this agreement will be construed to compromise the AHEA's exclusivity to work on such structures;

8. In consideration of the above, the AHEA withdraws the charges set forth above.

Dated \(3/31/08\)

Robert P. McCarthy
Director of Human Resources

Steven E. Floss
AHEA President

Robert Anderson
Highway Superintendent

Jonathan Jonnigen
AHEA Attorney
Settlement Agreement
Between the Town of Amherst ("the Town") and
the Amherst Highway Employees Association, Inc. ("the AHEA")

In settlement of Case No. U – 27936, currently pending before the New York
State Public Employment Relations Board, the parties agree as follows:

1. The Town will no longer have any dispatchers at the Highway Department on the
holidays that are set forth in the current collective bargaining agreement between the
Town and the AHEA;

2. The Town agrees that if it uses any dispatchers at the Highway Department on the
holidays that are set forth in the current collective bargaining agreement between the
Town and the AHEA, it will use only members of the AHEA bargaining unit following
the proper callout procedure under the collective bargaining agreement;

3. The Town will use a messaging system to accept all calls from the public to the
Highway Department on holidays;

4. The Town will use a voicemail messaging system to accept all calls from
Highway Department employees and the Town agrees that calls to such voicemail
messaging system shall be considered the same as reaching a live person for all purposes
under the collective bargaining agreement between the Town and the AHEA;

5. If three (3) or more members of the AHEA unit excluding a Crew Chief are called
in for any reason to work on a holiday, a dispatcher from the AHEA unit will be called in
and be present during the entire period during which the members of the unit are
working;
6. This agreement shall not pertain to the Independence Day holiday golf course protection work, or regularly pre-scheduled golf course overtime on holidays.

7. In consideration of the above, the AHEA will withdraw the charge set forth above.

Dated: May 9, 2008

Robert Anderson, President AHEA
Superintendent of Highways

Steve Floss, Attorney AHEA
Human Resources Director, Town Of Amherst