

AGREEMENT

BETWEEN

TOWN OF AMHERST, COUNTY OF ERIE, NEW YORK

AND

AMHERST EMPLOYEES' ASSOCIATION, INC.

YEARS 2015 - 2019

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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, STATE OF NEW YORK and the AMHERST 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 as now is in effect and 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 Employees' Association, Inc., "Bargaining Agent"

ARTICLE 1

RECOGNITION

The Town of Amherst, Erie County, New York hereby recognizes the Amherst Employees' Association, Inc. as the exclusive bargaining agent for all Town of Amherst Wastewater Treatment Plant employees, Sewer Maintenance employees and Environmental Control employees and those job classifications set forth in Schedule A of the Engineering Department Pay Schedule as attached. The Bargaining Unit agrees that it will not interfere with, coerce or intimidate any employee into joining the Bargaining Unit. The Bargaining Unit recognizes that no employee is required to join the Bargaining Unit 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 Bargaining Unit.

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 the Department Heads shall have the unquestioned right to exercise all normally accepted management prerogative, subject to the grievance procedure hereinafter provided, including:

1. 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, discipline, promote, demote or transfer or release employees because of lack of work or for other proper and legitimate reasons.

2. 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.

3. The Town of Amherst shall have the right to offer voluntary separation incentives with flexible parameters on an annual basis for the life of this agreement. All employees shall have an AEA union representative present during any proposal. An employee shall have a minimum of ten (10) days to render a decision on any separation incentive offer.

ARTICLE 3

CHECK OFF OF UNION DUES

The Town shall deduct dues from the pay checks of employees who are members of the Bargaining Unit upon proper authorization for such deduction by each employee, a sum certified by the Secretary and/or Treasurer of the Bargaining Unit. These payments are to be forwarded to said Treasurer on a monthly basis, the dues so deducted from the employee's wages until said authorization is withdrawn in writing by said employee.

Payroll deduction of the Bargaining Unit dues under the properly executed authorization for Payroll Deduction of Bargaining Unit dues forms shall become effective at the

time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

Any change in the amount of Bargaining Unit dues to be deducted must be certified by the Bargaining unit in writing and be forwarded to the Town.

The Town agrees not to interfere with the rights of employees to become members of the Bargaining Unit, and there shall be no discrimination, interference, restraint, or coercion by the Town or any Town representative against any employee because of any employee activity in an official capacity on behalf of the Bargaining Unit.

ARTICLE 4

WORKING CONDITIONS

The Town shall notify the Bargaining Unit at least seven (7) 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 5

COMPENSATION

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 designated as Schedule A.

All current employees shall receive the following lump sum retro payments:

2015 - \$1400

Each annual payment shall be pro-rated to reflect actual time of service.

Effective January 1, 2016, the Town will pay compensation in accordance with Schedule A attached hereto.

Effective January 1, 2017, Town will pay compensation in accordance with Schedule A attached hereto.

Effective January 1, 2018, Town will pay compensation in accordance with Schedule A attached hereto.

Effective January 1, 2019, Town will pay compensation in accordance with Schedule A attached hereto.

Employees required to work in a higher job classification shall be paid the rate of pay of the higher job classification for all hours actually worked in the higher classification. However, the absence of a supervisor for any particular shift does not necessitate the requirement of out-of-title pay for an entire shift. Where the payment of out-of-title pay is appropriate due to the absence of a supervisor, employees shall be eligible for out-of-title pay only for time actually spent performing the duties of the supervisor. Out-of-title pay shall be paid at the same step that the employee is currently on in his current title at the rate of the higher job group.

Shift Differential. In addition to the established wage rates, effective January 1, 2017, there shall be a shift differential as follows:

<u>AFTERNOON SHIFT</u>		<u>NIGHT SHIFT</u>	
2017	\$1.00/hour	2017	\$1.25/hour

Shift premiums will be applicable only for hours worked and will not be paid for any paid time off.

Employees whose normal schedule is the day shift and who work overtime for less than four (4) hours shall not receive shift differential for the overtime hours worked.

Briefing Pay - One (1) Working Crew Chief and one (1) Laborer Crew Chief assigned to Control-5 shall be paid for briefing time, not to exceed (15) minutes per day. Such pay shall not to be considered overtime, and will be paid at the straight time rate.

ARTICLE 6

LONGEVITY PAY

Employees hired prior to June 1, 2012 who have been engaged in full-time and continuous employment with the Town for the years indicated, shall receive longevity pay annually on their anniversary date in accordance with the following schedule.

5 years	\$ 750.00 annually
7 years	\$ 850.00 annually
10 years	\$1,000.00 annually
15 years	\$1,100.00 annually
20 years	\$1,200.00 annually
25 years	\$1,300.00 annually

Employees hired after June 1, 2012 who have been engaged in full-time and continuous employment with the Town for the years indicated, shall receive longevity pay annually on their anniversary date in accordance with the following schedule.

10 years	\$ 500.00 annually
15 years	\$ 750.00 annually
20 years	\$1,000.00 annually

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.

Effective January 1, 2018, the above longevity schedules shall be amended by adding \$50 to each step.

Effective January 1, 2019, the above longevity schedules shall be amended by adding an additional \$50 to each step.

ARTICLE 7

RETIREMENT BENEFITS

The Town agrees to maintain the present retirement plan as authorized by Law, known as 75-i with riders 60-b and 41-j of the New York State Retirement and Social Security Law.

ARTICLE 8

OVERTIME

Section 1. All work performed over forty (40) hours in any one 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. When working on overtime any employee who

works in a higher title shall be compensated for all hours worked in the higher job class title.

Section 2. Overtime will be paid only for hours actually worked in excess of forty (40) hours per calendar week. Paid absences for holidays as provided for in Article 14, paid absences for vacation as provided for in Article 15, paid absences for jury duty as provided for in Article 17(2), paid absences for personal leave as provided for in Article 17(4), and paid absences for bereavement leave as provided for in Article 17(1) shall be considered as time worked for the purpose of computing overtime. Absences from work for any reason, regardless of whether such absences are otherwise compensated or paid for, including, without limitation, absences for sick leave, meal breaks for Sewer Maintenance employees and time spent on stand-by, shall not be considered as time worked. Time spent on the employees paid lunch period by Sewer Maintenance employees 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 12 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.

Section 3. Subject to Department Head approval, employees shall be entitled to compensatory time on the basis of one and one-half hours off for each hour of overtime worked. Whenever possible, the employee will give 24 hours notice when scheduling compensatory time off, subject to the approval of the Department Head or his designee. Compensatory time may be used in 2, 4 or 8 hour increments with prior approval. Employees may call in to use one single compensatory day, but not for consecutive days.

Employees shall have the option to elect compensatory time off in lieu of pay for each hour of overtime worked. The employee who elects this option shall be allowed to maintain a

running bank of compensatory time of a maximum of 88 hours from January 1 through November 30 of each calendar year.

Sewer Maintenance employees shall schedule compensatory time off from January 1 through March 31, and October 15 through December 31 of the year in which it was earned. Whenever possible, the employee will give 48 hours notice when scheduling compensatory time off, subject to the approval of the Department Head or his designee.

Employees shall be allowed to use a maximum of eighty-eight (88) hours of compensatory time per calendar year. It is understood that no compensatory time will be allowed on Saturdays or Sundays, nor is compensatory time cumulative from calendar year to calendar year.

Section 4. Overtime work shall be offered equally to employees working within the same job classification or group from the employee's respective overtime list in the department's division or subdivision. The offer of overtime shall be equalized over each six (6) month period beginning on January 1 and July 1 respectively.

On each occasion that overtime is necessitated, the opportunity to work such overtime shall be offered to the employee who has the least number of overtime hours to his/her credit at that time based on seniority. Refusal or non-availability on the part of the employee for overtime work will count toward this equalization as though the employee had worked, provided the employee was not on vacation, sick leave or any other excusable leave at the time the overtime is called for, in accordance with departmental or divisional procedures which are mutually agreed upon by management and the bargaining agent.

A record of all overtime hours worked by each employee shall be posted for their review in their respective divisions of the Engineering Department.

Section 5. All overtime worked shall be paid for promptly no later than the second regular payroll check.

Section 6. Effective January 1, 2005, the premium rate of One Dollar and seventy-five cents (\$1.75) per hour shall be paid to all appropriate scheduled employees who are directly engaged in work, or who are called in outside their regularly scheduled hours to directly engage in work caused by sewer cave-ins, or high water conditions when 4" pumps are required to be placed in the streets at the Sewer Maintenance Division, or a second MAIN INFLUENT pump becomes operational at the Wastewater Treatment Plant.

In addition, a premium rate of one dollar and seventy-five cents (\$1.75) per hour shall be paid to all employees when assigned and while performing the following work:

1. Pesticide application.
2. Confined space entry – all trained employees on the job assignment.
3. All work that requires a respirator.

These premium rates shall be in addition to any overtime hours worked and calculated pursuant to sections (1) and (2) above.

The Town shall reimburse Wastewater Treatment Plant Operators for fees expended on mandatory recertification.

Section 7. Non MEO employees shall receive an hourly stipend of \$1.00 per hour for all hours (or partial hours) for which they are required to haul sludge from the plant.

Section 8. A \$500 per year stipend for shall be paid to employees who are required by the department to possess an applicator's license, and to regular members of the Confined Space Rescue Team. This stipend shall be paid each year no later than the first pay period in December. Those receiving this stipend shall not be eligible for the Premium Rate for confined space work.

ARTICLE 9
MEDICAL COVERAGE

Section 1. The Town agrees to pay the full cost of Family Type PPO medical coverage, including all applicable riders, as is in effect January 1, 2006 under a plan issued by Independent Health or by any other company, provided the coverage is at least equal to that provided under the present policy with Independent Health.

The Town shall also continue to provide a Traditional style plan issued by Independent Health or by any other company, provided the coverage is at least equal to that provided under the present Traditional style policy, including all applicable riders, as is in effect January 1, 2006. This Traditional style plan shall only be available to employees hired prior to January 1, 2002 if the employee or a covered family member is suffering from debilitating, medically necessary or life-threatening medical conditions, as documented by a physician, not provided for by the Town's PPO plan.

Requests of employees hired prior to January 1, 2002 to move to the Traditional style policy 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 Union. 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 11 of the Collective Bargaining Agreement. The Town and Bargaining Agent shall bear the cost of arbitration equally. No employee hired after January 1, 2002, shall be eligible to move to the Traditional style policy.

Section 2. The Town will provide \$1/10/25 tiered prescription coverage. In the event any employee incurs unreimbursed prescription co-pay expenses exceeding \$200.00 in any quarter, the Town shall reimburse the employee for that amount in excess. All prescription drug

coverage referenced above shall be limited to those actively employed. This coverage shall not be extended to those who subsequently retire.

Effective September 10, 2013, the Town reserves the right to adopt the following revised prescription co – pay schedule:

Office and outpatient - \$10

Preventative - \$0

Prescription 3 tier co-payment 1/14/30

Section 3. The Town will provide a dental plan as is in effect January 1, 2006 through The Guardian Life Insurance Company of America or an equivalent carrier. This coverage shall be limited to those actively employed. This coverage shall not be extended to employees currently on retirement or those actively employed who subsequently retire.

Section 4. The Town shall provide vision coverage as is in effect January 1, 2006 through Vision Service Plan (VSP) or an equivalent carrier. The coverage shall be limited to those actively employed. This coverage shall not be extended to employees currently on retirement or those actively employed who subsequently retire.

Section 5. New employees hired after ratification of this agreement shall be eligible for health insurance coverage following ninety (90) days of employment (or pursuant to Federal guidelines if fewer than 90 days is mandated), and shall contribute 20% of the annual premium for health insurance, including prescription drug, dental and vision immediately upon eligibility. This payment shall be made through payroll deduction on a biweekly basis.

Current employees presently contributing 0% of the annual premium for health insurance, including prescription drug, dental and vision shall contribute 5% effective June 1, 2012. All current employees presently contributing a greater amount than 5% shall continue at their current contribution rate. Effective January 1, 2013, all current employees shall contribute

7% of the annual premium for health insurance, including prescription drug, dental and vision. Any current employees contributing a greater amount than 7% as of January 1, 2013 shall continue at their current contribution rate. Effective January 1, 2014, all current employees shall contribute a minimum of 10% of the annual premium for health insurance, including prescription drug, dental and vision. Any current employees contributing a greater amount than 10% as of January 1, 2014 shall continue at their current contribution rate. Effective December 31, 2019, all current employees shall contribute 15% of the annual premium for health insurance, including prescription drug, dental and vision. Any current employees contributing a greater amount than 15% as of January 1, 2019 shall continue at their current contribution rate

Section 6. For pregnancies, the Town agrees to take such steps as are necessary to provide reimbursement to employees for physicians' services in an amount equal to the difference between that provided by the medical coverage of Section 1 of this Article and \$400.00.

Section 7. Upon reasonable advance written application or notice to the Human Resources Department, employees may continue health insurance coverage in the Town of Amherst health insurance group while on authorized leave without pay (excluding leaves because of extended illness pursuant to provisions of current agreement) 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.

Section 8. Upon retirement, retirees may, at their option, elect to continue their health insurance coverage provided they make the required premium payments to the Town of Amherst for such health insurance coverage.

Employees who retire may, at their option, elect to continue their prescription drug and/or dental coverages provided they make the required premium payments to the Town of Amherst for such prescription drug and/or dental coverages.

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 vision coverage.

Section 9. Double Coverage - 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.

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 Bargaining Unit for any consequences that may arise when an employee exercises this option.

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.

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.

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

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.

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.

Employees exercising the waiver option pursuant to this section shall remain eligible for dental and vision coverage subject to Section 5 and any other applicable Sections of Article 9.

Section 10. Part-time and seasonal employees are excluded from medical coverage.

Section 11. The parties agree to reopen negotiations with regard to the subject of Medical Coverage upon the written request of either party.

Section 12. In the event any health insurance provider unilaterally changes the coverage offered that cannot be replaced by any other company or carrier within the Town's medical plans, or otherwise, then accordingly, the Town is not responsible for maintaining the specified coverage herein. However, the Town is responsible for maintaining the most comparable medical coverage offered by the health insurance provider as specified herein, or otherwise. This paragraph shall apply exclusively to changes mandated by health insurance

providers, and shall not be construed in any way to allow the Town to implement any voluntary changes in the benefit levels specified herein.

The Town will request an open enrollment period if such coverage is offered by another plan.

Section 13. The Town shall reimburse the \$50 ambulance co-pay to any employee who incurs such expense.

Section 14. The parties agree that the Town's maximum exposure for premiums or premium equivalents covering the cost of medical insurance should not exceed the maximum limits established by 26 U.S. Code § 4980I (the so called "Cadillac Tax"). In the event the cost of healthcare provided to AEA employees approaches the maximum limit that would trigger the excise tax and at least three other bargaining units (Unions) representing employees of the Town of Amherst have agreed to this Cadillac Tax CBA Provision, the parties agree to renegotiate medical coverage immediately to maintain costs below the maximum threshold. If applicable sections of the U.S. Code are amended or repealed to eliminate the "Cadillac Tax," this provision shall be eliminated from the parties' collective bargaining agreement concurrent with the elimination of the "Cadillac Tax."

ARTICLE 10

RECIPROCAL RIGHTS

Section 1. The Town recognizes the right of the employee to designate representatives of the Bargaining Unit 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.

Section 2. The employer agrees to permit a duly authorized representative of the Bargaining Unit to enter the premises of the employer 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.

Section 3. The employer agrees to provide a 3' x 4' bulletin board for the exclusive use of the Bargaining Unit to post notices and other Bargaining Unit information at the Wastewater Treatment Plant and lunch rooms used by the employees.

Section 4. Two (2) representatives of the Bargaining Unit designated to represent the employees shall have the right to attend statewide conventions and other union meetings in furtherance of their obligations as delegates of the Bargaining Unit herein, without loss of time or pay providing that advance notification is given to the Department Head at least five (5) work days prior to the date such function is scheduled, limited to four (4) days per annum per man.

Section 5. The Town agrees to submit to the Bargaining Unit each month a list of new employees hired, the job classification, home address, and whether the employment is on a permanent, provisional, seasonal or temporary basis.

Section 6. 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, upon reasonable advance notice to the Department Head, for the purpose of attending and participating in the negotiating sessions. The Bargaining Unit shall provide the Town with a list of names of employees participating in negotiations prior to the commencement thereof.

ARTICLE 11
GRIEVANCE PROCEDURE

The Town and the Bargaining Unit desire that all members of the Bargaining Unit 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 problems 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 any dispute or complaint by either party to this agreement which may arise over a violation, interpretation, misinterpretation, inequitable application or misapplication of this agreement or of the Rules and Regulations of bargaining unit employees of any division of the Engineering Department; 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 Bargaining unit or counsel, or both. All grievance meetings shall be mutually agreed upon and scheduled by the parties.

When several members of the Bargaining Unit have an identical grievance, the bargaining unit may select one individual case for processing, with the understanding that the decision in such case shall be applied to the other identical case.

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

The time limit specified herein shall be observed as work days Monday through Friday, shall exclude Saturday, Sunday or holidays 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.

STEP 1

The grievant shall present his grievance orally within ten (10) 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, to his immediate supervisor or division head, where appropriate, and attempt to adjust the matter.

STEP 2

If the grievance is not satisfactorily adjusted at Step I, the grievant shall present his grievance in writing, on a form to be provided, to the Department Head within ten (10) working days from the decisions at Step I. 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 or the written Rules of the Engineering Department which he contends have been violated. The Department Head shall give his answer in writing within ten (10) working days of the receipt thereof.

STEP 3

If the grievance is not satisfactorily settled at Step 2, the Bargaining Unit Representative, within ten (10) working days, shall forward the grievance to the Bargaining Unit's Grievance Committee. If, upon review of the grievance, the Committee believes the grievance is valid, it will forward a copy of the written grievance and the written answer of the Department Head to the Director of Human Resources within ten (10) working days of receipt of the grievance by the Grievance Committee. The Department Head and Director of Human Resources shall, within a period of ten (10) working days of presentation to them, discuss the matter with the Grievance Committee in an attempt to satisfactorily settle the grievance. Should this discussion fail to produce a satisfactory settlement by the end of the Step 3 process, the Director of Human Resources shall answer the grievance in writing to the Grievance Committee within ten (10) working days from the date of completion of the discussion.

The Bargaining Unit Grievance Committee shall consist of the Union President and two (2) members selected by the Union President. 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 Steps 1 and 2. The Union President and two (2) Grievance Committee members shall be permitted to attend the meeting at Step 3 with the Department Head and Director of Human Resources with no loss of pay. In the event that releasing two (2) Committee members in addition

to the Union President shall cause an undue burden on the operation of the department or division, only one Committee member along with the President shall be released. However, absent a legitimate burden being placed on the department or division under such circumstances, release time for a second Committee member for purposes of adjusting a grievance at Step 3 shall not be unreasonably denied.

STEP 4

Should the grievance fail to be resolved, as outlined at Step 3, either of the parties may avail themselves of the services of the Public Employment Relations Board to provide a list of five (5) arbitrators. The arbitration proceeding shall be conducted by the arbitrator as soon as possible after his selection. The method of selection of the arbitrator shall be that the party requesting arbitration shall strike one name of the five submitted and the other party shall then strike one name. This procedure shall be repeated until one arbitrator remains. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the hearing is concluded.

The parties shall share the cost of the arbitrator equally.

The arbitrator is prohibited from adding to, subtracting from, or modifying the terms of the Collective Bargaining Agreement or the written Rules and Regulations of the Department.

Each party shall be responsible for compensating its own representatives and witnesses. The grievant and the three (3) Grievance Committee members shall be permitted to attend the arbitration hearing but shall not be paid by the Town for said attendance, except for two (2) Grievance Committee members who shall be excused from duty with no loss of pay.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, provided it pays for the record and makes a copy of the record available, without charge, to the other party and the arbitrator.

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 12

MINIMUM EMPLOYMENT

1. The basic workday for all Town employees shall consist of eight (8) 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. This provision for an eight-hour day for Town employees shall not be construed as prohibiting the creation of part-time employment or the establishment of rotative, staggered, or shortened work periods.

2. 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 cases 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 not be entitled to two consecutive days off during the pay period.

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

3. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per week, or for any other period of time, except as may be specifically provided herein.

4. Work schedules showing the employees' shifts, work days and hours shall be posted on all department bulletin boards at all times.

5. Lunch Periods. Employees shall be entitled to paid lunch after working six (6) or more hours. All Sewer Maintenance employees scheduled to work the normal workday shall have a lunch period of at least one-half (1/2) hour. Such employees shall be paid for the lunch period at straight-time rates, provided (1) the lunch period, including 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 as close to the middle of the early portion of the work period as is practical: and (3) a single clean-up time is taken at the end of the day of no more than ten (10) minutes. Should the Department Head or the General 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 employee's compensation for purpose of determining amounts to be received for sick leave granted pursuant to Article 16, holidays taken under Article 14, vacation entitlement taken under Article 15, bereavement granted pursuant to Article 17(1), jury duty granted pursuant to Article 17(2), personal leave taken under Article 17(4) and any other leave taken by the employee.

Any employee receiving paid lunch at the straight time rate in accordance with this section who is transferred involuntarily to the Wastewater Treatment Plant shall continue to receive said paid lunch while at the plant, providing such transfer is not a result of disciplinary action pursuant

to the collective bargaining agreement, a disciplinary action settlement or trial period failure pursuant to Article 21, Section 4 (e).

6. Wastewater Treatment Plant employees' work schedules shall provide for fifteen (15) minute rest periods during each one-half (1/2) shift. The rest period shall, when possible, be scheduled at the middle of each one-half (1/2) shift.

Sewer Maintenance employees' work schedules shall provide for a single twenty (20) minute rest period to be taken as close to the middle of the early portion of the work period as is practical.

7. Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift except Sewer Maintenance employees and all employees hired after June 1, 2012 shall be granted a single ten (10) minute personal clean-up period prior to the end of the work shift.

8. Employees on standby for weekends and/or holidays for twenty-four (24) hours shall receive four (4) hours pay.

9. Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work. If work is not available and the employee is excused from duty, he shall be paid for his regular rate for four (4) hours work.

10. An employee called in to work after he has completed his regular shift and returned home will be entitled to a minimum of four (4) hours pay at his regular straight-time rate.

11. Sewer Maintenance Division employees' day shall consist of not more than eight (8) hours each from 7:00 a.m. until 3:30 p.m. with one-half (1/2) hour lunch period, which shall be paid in accordance with Article 12(5). Employees returning to the yard at the lunch period shall not do so before noon.

Wastewater Treatment Employees (Operation and Maintenance sections) day shift schedule shall consist of not more than eight (8) hours each from 7:00 a.m. until 3:00 p.m. with one-half (1/2) hour lunch period, which shall be paid in accordance with Article 12(13).

Afternoon shift schedule shall consist of not more than eight (8) hours each from 3:00 p.m. until 11:00 p.m. with one-half (1/2) hour lunch period, which shall be paid in accordance with Article 12(13).

Night shift schedule shall consist of not more than eight (8) hours each from 11:00 p.m. until 7:00 a.m. with one half (1/2) hour lunch period, which shall be paid in accordance with Article 12(13).

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

13. 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.

14. Except in cases of emergency or major disaster over which the Town has no control, the Town will advise the Bargaining Unit and affected employees at least seven (7) days in advance of any change in work schedules.

15. The Department shall maintain a daily record of the attendance and punctuality of each employee.

16. The Department shall establish rules regarding penalties for tardiness, but such penalties shall not preclude disciplinary action in cases of tardiness.

17. The Town of Amherst shall maintain, as a minimum, the current staffing level of 56 AEA members for the life of this agreement. Should any AEA position become vacant, a replacement employee shall be hired within a reasonable time period. The Town agrees that no

permanent employees in the bargaining unit as of the signing date of this agreement shall be laid off or transferred out of the bargaining unit.

ARTICLE 13

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.

ARTICLE 14

HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter, if worked	Day After Thanksgiving
Memorial Day	Christmas Day

Holidays and holiday pay shall be governed as set forth by the appropriate sections of the collective bargaining agreement.

Effective 1/1/17, employees may choose to take up to two floating holidays on a date of their choice to be taken in lieu of a regularly scheduled holiday. Such substituted holidays may not be used solely for purposes of generating additional overtime compensation for the employee.

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 shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Whenever New Year's Day, Christmas Day and Independence Day fall on either a Saturday or Sunday, those employee who are engaged in a continuous operation schedule, twenty-four (24) hours a day ((3) three shift schedule) and/or seven (7) days a week schedule shall observe these holidays on the day they fall (Wastewater Treatment Plant).

In order to qualify for holiday pay, it will be necessary for the employee to work his scheduled work day prior to and following the holiday, unless he is excused by the Department Head.

If 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 Department Head, the employee shall be granted equivalent time off in lieu thereof or shall be compensated as overtime service at his straight-time rate or time and one-half rate, whichever applies.

ARTICLE 15

VACATION

1. Vacation Allowance. Except where other provisions are made by law for annual, weekly, per diem or hourly employees, an employee shall be entitled to an annual vacation with

pay not to exceed ten (10) work days after completion of one year of continuous service, not to exceed fifteen (15) work days after completion of five years of continuous service, not to exceed twenty (20) work days after completion of ten years of continuous service, not to exceed twenty-five (25) work days after completion of fifteen years of continuous service, and not to exceed thirty (30) work days after completion of twenty-five years of continuous service, provided that any employee continuously employed for six months or more may be granted vacation in proportion to the number of months employed.

Employees hired after December 31, 2002 shall be entitled to an annual vacation with pay not to exceed five (5) work days after completion of one year of continuous service, not to exceed ten (10) work days after completion of two years of continuous service, not to exceed fifteen (15) work days after completion of seven years of continuous service, not to exceed twenty (20) work days after completion of twelve years of continuous service, not to exceed twenty-five (25) work days after completion of seventeen years of continuous service, and not to exceed thirty (30) work days after completion of twenty-seven years of continuous service.

Employees hired after June 1, 2012 shall be entitled to an annual vacation with pay not to exceed five (5) work days after completion of one year of continuous service, not to exceed ten (10) work days after completion of two years of continuous service, not to exceed fifteen (15) work days after completion of seven years of continuous service, not to exceed twenty (20) work days after completion of twelve years of continuous service, not to exceed twenty-five (25) work days after completion of twenty years of continuous service

2. Time of Vacation. 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. However, in no

way shall single day vacation requests take precedent over full week vacation requests. Vacation periods shall be taken each year. Employees who do not request a vacation prior to November 1st of the year following the year in which the vacation was earned shall have their vacation scheduled by the Department Head within the two months remaining in the year. If work force levels permit, and subject to Department Head approval, vacations may be taken upon at least forty-eight (48) hours' advance notice given by the employee to his immediate supervisor and may be taken in 2, 4 or 8 hour increments with prior approval. Employees may call in to use one single vacation day, but not for consecutive days.

Employees assigned to the operations section of the Wastewater Treatment Plant who do not request a vacation by November 1 of the year following the year in which the vacation was earned shall have their vacation scheduled by the Division Head or his designee within the remaining months of the year.

3. Holidays Not Included. In calculating the time allowed for vacation, intervening holidays will not be counted as vacation days.

4. Vacation Not Cumulative. Vacation time shall not be cumulative, and if not taken, expires at the end of the calendar year: except, however, that scheduled vacations which are deferred at the Town's request shall be carried into the next calendar year and shall be scheduled and taken during the months of January, February, March or April. Effective 1/1/17, employees may opt to carry over up to 2 weeks of vacation provided the employee pre-schedules the time to be taken before the end of the current year to be used the following year by April 30.

5. 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.

6. Unused Vacation. 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.

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 a retiree does not use or discontinues use of the accumulated vacation time for health insurance benefits the accumulated amount shall be paid to the retiree in equal amounts over a five-year period. In the event an employee or a retiree dies, payment shall be made to the employee/retiree's estate in a lump sum.

7. 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 the amount which would have been due him if he had been working regularly at his usual hours for such period.

8. Vacation pay shall be based on a forty-hour week and at the rate in effect for the week immediately preceding the vacation of any employee. For any employee who has consecutively worked more than forty hours per week for a three-month period immediately preceding his vacation, he shall receive compensation for vacation based on his average work week for the three months immediately preceding his vacation.

9. An employee who retires from the service of the Town will receive vacation pay on a prorated basis for the calendar year in which he retires.

10. Effective January 1, 2003, employees with earned vacation may elect to receive the cash equivalent of up to five (5) vacation days in lieu of taking such time off. In order to exercise this option, employees must provide written notice to the Department Head and Town Comptroller of their intention to receive such payment no later than September 1st of the year in which the vacation would normally be taken. Payment will be made by February 15th of the following year. The Town reserves the right to allow additional vacation days to be purchased solely at the discretion of the Town.

ARTICLE 16

SICK LEAVE

1. Application of Article. Only permanent employees are entitled to sick leave as otherwise provided for in this Agreement.

2. 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:

(a) Sickness or injury.

(b) 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, step-child, grandparent or other blood relative who is an actual member of the employee's household.

(c) Quarantine regulations.

(d) Medical or dental visits.

3. 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. Employees hired after December 31, 2002 shall be entitled to sick leave credit at the rate of one working day per month of service. Such leave as is not used shall accumulate, but not to exceed 300 days.

Employees hired after June 1, 2012 shall receive six (6) sick days after completing six (6) months of service. Sick days may be used as set forth in the current contract. After completion of one year of service, and through the completion of five (5) years of service, new employees receive one sick day per month until they reach a total of nine (9) total sick days per year. Following completion of five (5) years of service, new employees with a minimum total of at least 35 unused sick leave days accrued as of 12/31 of the year shall earn one additional sick day for the following year and for each year in which they have a minimum total of at least 35 unused sick leave days accrued on 12/31. Following ten (10) years of service, new employees with a minimum of at least 35 used sick leave days accrued as of 12/31 shall earn two additional regular sick days for the following year and for each year in which they maintain at least 35 unused sick days as of 12/31.

A physician's certificate as to illness or injury may be required for three continuous days of absence. Employees, whose records indicate a possible abuse of sick leave provisions of the agreement, may be required by the Department Head to submit medical certification of illness of any duration. The failure to provide such documentation, or the proven abuse of sick leave, shall result in disciplinary action and/or loss of pay. Whenever medical documentation is required, it must be submitted the next work day prior to the employee punching in.

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.

4. 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 pro-rated on the basis of the number of hours required to work per week.

5. Extended Sick Leave. An employee who has been engaged in full-time and continuous employment with the Town for at least five (5) years may receive additional sick leave with pay as may be recommended by the Department Head and approved by the Town Board, up to a maximum of seven (7) months in addition to the sick leave credits accumulated by the employee. The Department Head will submit applications for extended sick leave to the Town Board as promptly as is practicable. A leave of absence without pay or without a resignation followed by reinstatement within one year shall not constitute an interruption of continuous service.

Applications for extended sick leave will not be entertained unless an employee has exhausted all of his accrued sick leave and any other paid leave benefits such as personal leave, vacation, overtime, compensatory credits, and all other accrued credits, 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.

6. 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.

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

8. 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.

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

<u>Number of Hours Worked in Day</u>	<u>Portion of Day Charged to Employee's Sick Leave Accumulation</u>
Less than four hours	3/4 Day
More than four but less than six hours	1/2 Day
More than six but less than eight hours	1/4 Day

Where at least 24 hour advance notice is provided, employees may be allowed to use sick leave in one (1) hour increments solely at the discretion of the Department Head. The 24 hour advance notice requirement may be waived under reasonable circumstances at the discretion of the employee's immediate supervisor.

10. 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.

11. 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 prorated basis.

12. 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. The employee is required to make arrangements for visiting the Town Physician prior to returning to work.

If any employee returns to work without a doctor's certificate after being absent for three (3) or more days, and is sent to the Town's physician to have any exam and obtain a certificate, such time away from work will be charged to sick leave.

13. Sick Leave By-Back. The Town agrees that upon retirement, any accumulated unused sick leave up to a limit of 100 days can be bought back at a ratio of 1:3 (e.g., an employee with 300 days of unused sick leave may use only 100 days at a ratio of 1:3).. 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, 2005, employees wishing to apply accumulated unused sick leave on a pre-tax basis toward either 100% or 50% (at the employees option) of the premium payment for continued health coverage upon retirement in lieu of a lump sum buy back may do so up to limit of 100 days at a ratio of sixty (60) percent (maximum 60 days). Employees may also elect to apply any or all accrued vacation time due upon retirement pursuant to Article 15, Section 9 toward continued health coverage in the same manner.

At retirement, employees hired after June 1, 2012 may 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 up to a limit of fifty (50) regular sick days and fifteen (15) major medical sick days.

Effective January 1, 2006, employees wishing to apply accumulated unused sick leave on a pre-tax basis toward either 100% or 50% (at the employees option) of the premium payment for continued health coverage upon retirement in lieu of a lump sum buy back may do so up to limit of 100 days at a ratio of sixty-five (65) percent (maximum 65 days). Employees may also elect to apply any or all accrued vacation time due upon retirement pursuant to Article 15, Section 9 toward continued health coverage in the same manner.

ARTICLE 17

LEAVE OF ABSENCE WITH PAY

1. Leave of Absence Because of Death in Family. Leave of absence with pay of not to exceed five (5) work days 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) work days shall be granted upon the death of an employee's grandparent, grandchild, stepchild, stepparent who served in loco parentis, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any other blood relative residing in the employee's household.

2. 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 employee shall reimburse the Town for jury duty fees received by the employees.

3. 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 service.

4. Personal Leave.

(a) After completion of the probationary period, permanent full-time employees shall be allowed four (4) personal days each calendar year, noncumulative, providing they meet all eligibility requirements. For employees whose probationary period is completed after

January 1 of any year, personal leave entitlement for the balance of the year shall be provided on a proportionate basis, i.e., one day of personal leave for each three full months of service. Any unused personal leave days shall be added at the end of each calendar year to the employee's total number of sick leave credits, but in no event shall the total sick leave credit exceed the maximum allowed under Article 16, Section 3.

(b) Personal leave may be used in 2, 4 or 8 hour increments with prior approval. Whenever possible, advance written application of 24 hours shall be submitted to the Department Head or his designee on the leave form as supplied by the Engineering Department and as agreed to by the Town and the Bargaining Agent.

In the event the personal leave is denied, the Department Head shall set forth the reason or reasons for the denial.

(c) Temporary, seasonal and part-time employees are not eligible for personal leave.

5. Volunteer Fireman Leave. Volunteer firemen shall be allowed to answer calls at no loss of time or pay pursuant to the guidelines negotiated by the parties in the Memorandum of Agreement dated September 6, 2016 attached hereto.

ARTICLE 18

LEAVE OF ABSENCE WITHOUT PAY

Employees shall be eligible for leaves of absence after six (6) months service with the employer only for the purposes and only upon the terms and conditions set out below:

1. Application for Leave Without Pay. Any request for a leave of absence shall be submitted in writing by the employee to the Department Head. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires, which shall not exceed one year, subject to the approval of the Town Board.

2. Educational Purposes. On the approval of the Department Head, permanent employees may be granted leave of absence without pay for a period of one year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position.

3. 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 not to exceed one year.

4. Leave for War Work. A permanent employee may, at the discretion of the Department Head and approved by the Town Board, be granted a leave of absence without pay for a period not exceeding one year to enter the service of the Federal Government in time of war. Such leave of absence may be renewed for additional periods, not exceeding one year in each instance. However, no such renewal of leave of absence without pay shall extend beyond six months after the termination of the war.

5. 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.

6. Employment Opportunities. Employees shall be granted a leave of absence without pay to enable such employee 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.

7. Seniority: Return to Position. 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.

8. Bargaining Unit Business. Employees elected to any Bargaining Unit office or selected by the Bargaining Unit to do work which takes them from their employment with the Town may at the written request of the Bargaining Unit, 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 Bargaining Unit.

Members of the Bargaining Unit selected by the Bargaining Unit to participate in any other bargaining activity may be granted a leave of absence at the request of the Bargaining Unit. A leave of absence for such Bargaining Unit 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 Bargaining Unit.

9. Maternity Leave. In addition to sick leave entitlement, and upon the exhaustion of accumulated sick leave, an employee shall be entitled to leave without pay for maternity leave, provided that the total of leave without pay and accumulated sick leave shall not exceed twelve (12) months. 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.

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

ARTICLE 19

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

ARTICLE 20

EQUIPMENT

1. The Town agrees to supply equipment to the employees deemed necessary by the Department Head for the efficient and safe operation and performance of the department. Equipment supplied in the past will be continued to be supplied at the Town's expense.

2. The Town shall pay per annum a sum not to exceed \$125.00 for safety shoes for each employee after completion of the six (6) month probationary period. This payment shall be made in a separate check the first payday in January. Within thirty 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 purchased. The shoes shall be of a style and kind established or approved by the Town and must be worn by all employees at all times while on duty. Said payment will be refunded on a prorated basis if an individual leaves the Town during that calendar year.

3. When a bargaining unit employee is required to renew his or her CDL license, the Town shall reimburse the employee for the difference between the cost of a regular Class D driver's license and the CDL license.

4. All employees who are required to wear prescription safety glasses due to the nature of their work shall be reimbursed by the Town the sum of \$100.00 annually for such glasses. Eligible employees must submit a voucher or receipt to the Department Head for reimbursement.

ARTICLE 21

WORK FORCE CHANGES

1. Definitions.

(a) "Position" means one of the positions included under one class title in Schedule A to this agreement.

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

(c) "Salary/Wage Range" means the range of compensation from "Step One" to "Step Ten" and appearing in Schedule A.

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

(e) "Increment Step" means the point in the increment scale reached through successful periods of actual service as designated in "Step One through "Step Twelve" in Schedule A.

(f) "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.

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

(h) "Demotion" means the reassignment, not requested by the employee, of a bargaining unit employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

2. New Appointments. An employee appointed to a position in a class title shall be paid the "Step One" rate of pay established for the class as set forth in Schedule A.

3. Increments.

(a) Employees appointed to a position shall be entitled to an adjustment of pay to the amount shown under the columns "Step Two " through "Step Twelve" of Schedule A after completing twelve (12) months of actual service on January or July 1, as the case may be.

(b) Employees promoted to a position shall be entitled to their first increment following promotion after twelve (12) months of actual service in the new position on January or July 1, as the case may be. Subsequent adjustments will be treated as provided in subparagraphs (a) and (d) herein.

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

(d) All employees shall be eligible for and granted the increment shown under "Step Twelve" based on merit, and shall be eligible for consideration therefore not earlier than twelve (12) months following the adjustment to "Step Eleven", and provided they have a minimum of five (5) full years of service with the Town.

4. Promotions.

(a) 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) work days.

(b) During this period, employees who wish to apply for the open position, including employees on layoff, may do so. Bids shall be submitted on the agreed upon "Job Bid Application" form to the Town Engineer. Employees should also submit copies of the completed bid form to the Division Head in the Division in which the vacant position exists, the AEA President and the Town's Director of Human Resources.

(c) (1) Non-competitive Title Promotions: Whenever the Town announces a promotional opportunity in a non-competitive position in any Engineering Department division, employees wishing to be considered for the appointment who meet the standards and qualifications for the job posted shall file an application in accordance with this Article. Appointments to higher paying positions in the non-competitive class shall be based on evaluations of an applicant's qualifications, skills, training, education, experience and required license relevant to the position posted. In the event the foregoing considerations are substantially equal then the more senior employee will be selected. The Department Head or his designee shall notify the Bargaining Agent's president of the selection as soon as practical prior to appointment.

(2) Competitive Title Promotions: Competitive positions shall be filled pursuant to Article 13 of this Agreement.

(d) 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.

(e) 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.

(f) If a job vacancy occurs which is to be filled, the employer shall notify the Bargaining Unit in writing immediately.

5. Demotions.

(a) 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.

(b) 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.

6. Layoff.

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

(b) The Employer shall forward a list of those employees being laid off to the local Bargaining Unit secretary at least fourteen (14) days before they are to be laid off.

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

(d) 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.

(e) 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.

(f) 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. If any employee fails to respond within seven (7) days within 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.

(g) Bumping, recall or transfer referred to herein is restricted to the employees of the Town of Amherst Wastewater Treatment Plant, Sewer Maintenance employees, and Environmental Control Employees.

7. Reinstatement.

(a) 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.

(b) 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.

(c) 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.

8. Transfers.

(a) 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.

(b) 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.

(c) 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.

9. 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 a 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.

10. 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.

11. Exclusions. Employees in seasonal, part-time, non-regular, or third-party sponsored employment are excluded from these salary rules.

12. 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.

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

14. Sewer Maintenance - Absence of Crew Chief. In the event a Crew Chief is not present with a sewer maintenance crew for at least four (4) hours or more, the Crew Chief shall designate a lead man to act in the Crew Chief's behalf, who shall receive the rate of the Crew Chief classification. The designation shall be made by the General Crew Chief or by the Working Crew Chief, as circumstances warrant, and, if all other factors are equal, the designation shall be made on the basis of seniority and qualifications on the crew.

15. Sewer Maintenance -Change of Crews. Except for cases of emergencies, major disasters, work force illnesses, unfilled positions, scheduling difficulties, and matters of a similar concern, any employee in the sewer maintenance department who is to be transferred from his regular crew shall receive sixteen (16) hours' advance notice.

16. Absence of Chief Operator. In the event a Chief Operator is not present for all or substantially all of the work shift, management may designate a lead man to act in the Chief Operator's behalf. The Wastewater Treatment Plant Operator shall receive an additional one (1) hour of compensation for each eight hour period so worked and the Senior Wastewater Treatment Plant Operator shall receive an additional one-half (1/2) hour of compensation for each eight hour period so worked. The designation shall be made by the Superintendent or his designee as circumstances warrant. This section shall apply exclusively to the employees at the Wastewater Treatment Plant.

17. New York State Commercial Driver's License. A valid New York State Commercial Driver's License (CDL-B) is required at the Sewer Maintenance division for day-to-day operations for employees in Job Group II and above.

Notwithstanding Section 75 rights as contained within Article 13 of the Collective Bargaining Agreement, Sewer Maintenance employees currently in the Laborer classification, who do not possess a valid New York State Commercial Driver's License CDL-B shall advance no further than Step 8 in 2014 until their licenses are reinstated.

Sewer Maintenance employees in higher job classifications, who have their New York State Commercial Driver's License (CDL-B) revoked or suspended due to a traffic violation or civil or criminal offense, shall be removed from their current job title and reclassified to Job Group I, Top Step. However, in the event the Job Group I, Top Step rate of pay is higher than the employee's current rate of pay, then the employee shall be reclassified to the appropriate step based on rate of pay. The employees shall return to their previous job classification upon submitting proof to the Town of their license reinstatement.

This provision does not apply to employees with an injury or physical impairment which causes loss of a New York State Commercial Driver's License (CDL-B).

18. Notwithstanding Section 75 rights as contained within Article 13 of the Collective Bargaining Agreement, all Automotive Mechanics and Working Automotive Crew Chiefs must possess a valid New York State Inspection License. The Town shall pay the full cost of obtaining and maintaining such license for this requirement. Automotive Mechanics or Working Automotive Crew Chiefs who lose possession of a valid New York State Inspection License will drop one (1) pay step until such license is reinstated. The employee shall return to their previous job step upon proof of their NY State Inspection License reinstatement.

ARTICLE 22

SENIORITY

1. Seniority means an employee's length of continuous service with the Town as a full-time employee since his/her last date of hire. For purposes of promotion or other advancement, seniority shall be determined by the employee's length of continuous service within the department.

2. 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; however, medical insurance shall be provided pursuant

to the provisions of Article 9, Section 5, and personal leave shall be credited pursuant to the provisions of Article 17, Section 4.

3. The Bargaining Unit 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.

4. 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 Bargaining Unit 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.

5. 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.

6. Shift preference will be granted where applicable on the basis of seniority with the same classification where a vacancy exists. In the event two (2) or more employees have identical job classification seniority, the following will be the means of determining who will have shift preference:

- (a) Department seniority
- (b) Town seniority
- (c) Civil Service test grade (if applicable)
- (d) Employee birthdate (year, month and day)

ARTICLE 23

DAMAGE TO PERSONAL PROPERTY

Upon the petition of the employee to the Department Head, and upon the employee's showing of his freedom from negligence, neglect, or carelessness, the employer shall replace or reimburse the employee for destruction or damage to personal property which is necessary or desirable in the performance of the employee's work, such as articles of clothing or eyeglasses, which destruction or damage shall have been brought about as a result of an accident or attack while the employee was carrying out the duties of his job.

ARTICLE 24

PERSONNEL FILE

An employee shall have the opportunity to review his/her personnel file upon five (5) days' written notice. The personnel file will be reviewed at the employee's regular place of work 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:

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

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

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

The Town shall notify an employee when a derogatory document, which relates to the employee's job performance and/or conduct on the job, is placed into his/her personnel file.

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 25

SAFE PLACE TO WORK

The Town and the Department Head will make every effort to provide employees with a safe place to work.

The Town and Bargaining unit agree jointly to establish a Safety Committee consisting of one representative from the Town and one representative from the work force. This committee will make recommendations on all safety procedures.

ARTICLE 26

STRIKES AND LOCKOUTS

The Bargaining Unit 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 employer during the term of this Agreement.

ARTICLE 27

SAVINGS CLAUSE

If any section, sub-section, sentence, clause, phrase or portion of this Agreement is

for any reason held to be invalid or unconstitutional by any court of 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 Bargaining unit 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

PAST PRACTICE

The Town and the Bargaining Unit agree that during the term of this Agreement no existing practice or term or condition of employment not specifically covered by the terms of this Agreement shall in any manner be impaired or diminished. Included among the items to which this Article relates are practices and provisions relating to computation of overtime pay, vacation allowances, holidays, personal leave, sick leave, bereavement leave, and the like. The foregoing enumeration is not intended to be exclusive but is descriptive merely of the types of practices and terms and conditions of employment to which this Article is intended to relate.

ARTICLE 30

WORK RULES

The Work Rules shall be as set forth on Schedule C attached hereto and made a part of this Agreement so far as the same are not inconsistent with State, County or Local Laws.

An unresolved complaint as to the reasonableness of any new or existing work rule shall be resolved through the Grievance Procedure.

The Town will issue notices of disciplinary action within ten (10) working days of the occurrence of the violation of the work rules or within ten (10) working days from the time the department head became aware of the facts which gave rise to the disciplinary action. This provision is not intended to change or modify the time limits in progressive disciplinary procedures contained in this Article.

The following time limits shall apply for work rules. These are maximum periods. The Department Head may, at his sole discretion, remove the notice of disciplinary action from the employee's file earlier than the maximum period, which removal shall not be considered as establishing a precedent in any way nor construed as a past practice.

Verbal Warnings	--	After one year
Written warnings	--	After 18 months
Notice of One-day Layoff	--	After 18 months
Notice of One-week Layoff	--	After 18 months, provided, however, this 18 month limitation shall not apply where the offense constitutes a crime.

Oral disciplinary reprimands by supervision will be given so as not to embarrass the employee. Whenever the Town has reason to reprimand an employee, it shall be done to the

extent practicable in a manner that will not embarrass the employee before other employees or the public.

ARTICLE 31

RESIDENCY

After twenty (20) years of continuous full-time service with the Town, employees may move their domiciles outside of the limits of the Town of Amherst. The distance of the new residence may not exceed a 30-mile radius (excluding Canada) of the Engineering Office, currently located at 1100 N Forest Rd, Williamsville, NY.

ARTICLE 32

EFFECTIVE DATE

1. Effective Date. The effective date of this Agreement shall be January 1, 2015 and the Agreement shall continue in full force and effect for a period of four years thereafter through December 31, 2019, 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.

2. Changes. Should either party to this Agreement wish to initiate collective bargaining discussions over changes either wishes to introduce into this Agreement, it is agreed that the changes and the language thereof shall be exchanged in writing by the parties to this

Agreement not less than 120 days before the termination date of this Agreement or the termination of the annual renewal.

If no agreement is reached within a sixty (60) day period, the parties shall implement the impasse procedure above referred to.

The provisions hereinbefore stated shall apply to all male and female employees.

IN WITNESS WHEREOF, the parties have set their hands and seals this 11th day of October, 2017.

TOWN OF AMHERST

BY Barry A. Wente
TOWN SUPERVISOR

AMHERST EMPLOYEES
ASSOCIATION, INC.

BY [Signature]
AEA, inc

AEA SALARY SCHEDULE - 2015

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
I	LABORER	12.65	13.01	13.66	14.38	15.14	16.10	17.05	17.79	18.73	20.16	20.64	21.00
II	MASON MAINTENANCE WORKER MOTOR EQUIP OPERATOR SENIOR MAINTENANCE WORKER	15.15	15.51	16.26	17.01	17.90	18.86	19.92	20.88	21.65	22.32	22.99	23.40
III	MOTOR EQUIP OPERATOR - COMPOST WWTP OPERATOR TRAINEE	16.15	16.51	17.26	18.01	18.97	19.98	21.13	22.19	23.03	23.88	24.43	24.86
IV	AUTOMOTIVE MECHANIC ENV HEALTH & SAFETY COORDINATOR WW FACILITIES MECHANIC LABORER CREW CHIEF HEAVY MOTOR EQUIPMENT OPERATOR	16.65	17.01	18.50	20.00	21.08	22.19	23.26	24.42	25.35	26.28	26.87	27.34
V	WORKING AUTOMOTIVE CREW CHIEF WORKING CREW CHIEF SENIOR WASTEWATER FACILITIES MECHANIC WWTP OPERATOR "A"	17.90	18.26	19.63	21.01	22.12	23.29	24.39	25.68	26.65	27.63	28.24	28.74
VI	SENIOR WWTP OPERATOR "A" SUPERVISING WW FACILITIES MECHANIC	18.90	19.26	20.64	22.01	23.16	24.46	25.61	26.97	27.98	28.95	29.67	30.19

AEA SALARY SCHEDULE - 2016

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
I	LABORER	12.93	13.30	13.97	14.70	15.48	16.46	17.43	18.19	19.15	20.61	21.10	21.47
II	MASON MAINTENANCE WORKER MOTOR EQUIP OPERATOR SENIOR MAINTENANCE WORKER	15.49	15.86	16.63	17.39	18.30	19.28	20.37	21.35	22.14	22.82	23.51	23.93
III	MOTOR EQUIP OPERATOR - COMPOST WWTP OPERATOR TRAINEE	16.51	16.88	17.65	18.42	19.40	20.43	21.61	22.69	23.55	24.42	24.98	25.42
IV	AUTOMOTIVE MECHANIC ENV HEALTH & SAFETY COORDINATOR WW FACILITIES MECHANIC LABORER CREW CHIEF HEAVY MOTOR EQUIPMENT OPERATOR	17.02	17.39	18.92	20.45	21.55	22.69	23.78	24.97	25.92	26.87	27.47	27.96
V	WORKING AUTOMOTIVE CREW CHIEF WORKING CREW CHIEF SENIOR WASTEWATER FACILITIES MECHANIC WWTP OPERATOR "A"	18.30	18.67	20.07	21.48	22.62	23.81	24.94	26.26	27.25	28.25	28.88	29.39
VI	SENIOR WWTP OPERATOR "A" SUPERVISING WW FACILITIES MECHANIC	19.33	19.69	21.10	22.51	23.68	25.01	26.19	27.58	28.61	29.60	30.34	30.87

AEA SALARY SCHEDULE - 2017

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
I	LABORER	13.19	13.57	14.25	15.00	15.79	16.79	17.78	18.55	19.53	21.03	21.53	21.90
II	MASON MAINTENANCE WORKER MOTOR EQUIP OPERATOR SENIOR MAINTENANCE WORKER	15.80	16.18	16.96	17.74	18.67	19.67	20.78	21.78	22.58	23.28	23.98	24.41
III	MOTOR EQUIP OPERATOR - COMPOST WWTP OPERATOR TRAINEE	16.84	17.22	18.00	18.78	19.78	20.84	22.04	23.14	24.02	24.91	25.48	25.93
IV	AUTOMOTIVE MECHANIC ENV HEALTH & SAFETY COORDINATOR WW FACILITIES MECHANIC LABORER CREW CHIEF HEAVY MOTOR EQUIPMENT OPERATOR	17.37	17.74	19.29	20.86	21.99	23.14	24.26	25.47	26.44	27.41	28.02	28.51
V	WORKING AUTOMOTIVE CREW CHIEF WORKING CREW CHIEF SENIOR WASTEWATER FACILITIES MECHANIC WWTP OPERATOR "A"	18.67	19.04	20.47	21.91	23.07	24.29	25.44	26.78	27.79	28.82	29.45	29.97
VI	SENIOR WWTP OPERATOR "A" SUPERVISING WW FACILITIES MECHANIC	19.71	20.09	21.53	22.96	24.15	25.51	26.71	28.13	29.18	30.19	30.94	31.49

AEA SALARY SCHEDULE - 2018

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
I	LABORER	13.46	13.84	14.53	15.30	16.11	17.13	18.14	18.93	19.93	21.45	21.96	22.34
II	MASON MAINTENANCE WORKER MOTOR EQUIP OPERATOR SENIOR MAINTENANCE WORKER	16.12	16.50	17.30	18.10	19.04	20.06	21.19	22.21	23.03	23.74	24.46	24.89
III	MOTOR EQUIP OPERATOR - COMPOST WWTP OPERATOR TRAINEE	17.18	17.56	18.36	19.16	20.18	21.25	22.48	23.61	24.50	25.40	25.99	26.45
IV	AUTOMOTIVE MECHANIC ENV HEALTH & SAFETY COORDINATOR WW FACILITIES MECHANIC LABORER CREW CHIEF HEAVY MOTOR EQUIPMENT OPERATOR	17.71	18.10	19.68	21.28	22.43	23.61	24.74	25.98	26.97	27.96	28.58	29.08
V	WORKING AUTOMOTIVE CREW CHIEF WORKING CREW CHIEF SENIOR WASTEWATER FACILITIES MECHANIC WWTP OPERATOR "A"	19.04	19.43	20.88	22.35	23.53	24.78	25.95	27.32	28.35	29.39	30.04	30.57
VI	SENIOR WWTP OPERATOR "A" SUPERVISING WW FACILITIES MECHANIC	20.11	20.49	21.96	23.41	24.64	26.02	27.24	28.69	29.77	30.80	31.56	32.12

AEA SALARY SCHEDULE - 2019

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
I	LABORER	13.76	14.15	14.86	15.64	16.47	17.51	18.55	19.35	20.37	21.93	22.45	22.84
II	MASON MAINTENANCE WORKER MOTOR EQUIP OPERATOR SENIOR MAINTENANCE WORKER	16.48	16.87	17.69	18.50	19.47	20.51	21.67	22.71	23.55	24.28	25.01	25.45
III	MOTOR EQUIP OPERATOR - COMPOST WWTP OPERATOR TRAINEE	17.57	17.96	18.77	19.59	20.63	21.73	22.98	24.14	25.05	25.98	26.57	27.04
IV	AUTOMOTIVE MECHANIC ENV HEALTH & SAFETY COORDINATOR WW FACILITIES MECHANIC LABORER CREW CHIEF HEAVY MOTOR EQUIPMENT OPERATOR	18.11	18.50	20.12	21.75	22.93	24.14	25.30	26.56	27.57	28.59	29.23	29.74
V	WORKING AUTOMOTIVE CREW CHIEF WORKING CREW CHIEF SENIOR WASTEWATER FACILITIES MECHANIC WWTP OPERATOR "A"	19.47	19.86	21.35	22.85	24.06	25.33	26.53	27.93	28.99	30.05	30.72	31.26
VI	SENIOR WWTP OPERATOR "A" SUPERVISING WW FACILITIES MECHANIC	20.56	20.95	22.45	23.94	25.19	26.61	27.86	29.34	30.44	31.49	32.27	32.84

**TOWN OF AMHERST -ENGINEERING DEPARTMENT
WORK RULES AND DISCIPLINARY PROCEDURE**

It is important that everyone treats others with consideration and respect. We want this to be a good place to work. That there may be no misunderstanding about satisfactory conduct, we have adopted the following rules and disciplinary actions for violations:

Town Rules and Discipline Procedures

Employees will be subject to disciplinary action for any of the following offenses.

	1st	2nd	3rd	4th
1. Engaging in horseplay, running, scuffling, or throwing things.	Verbal Warning	Written Warning	Day Layoff	Week Layoff
2. Failure to observe parking and traffic regulations on Town property.	Verbal Warning	Written Warning	Day Layoff	Week Layoff
3. Eating at work station except during rest periods and lunch periods.	Verbal Warning	Written Warning	Day Layoff	Week Layoff
4. Failure to notify Supervisor when not reporting for work.	Written Warning	Day Layoff	Week Layoff	Discharge
5. Contributions to unsanitary conditions or poor house- keeping.	Verbal Warning	Written Warning	Week Layoff	Discharge
6. Operating, using or possessing machines, tools or equipment to which the employee has not been assigned, or performing other than the assigned work.	Verbal Warning	Written Warning	Day Layoff	Discharge

		1st	2nd	3rd	4th
7.	Causing damage to material, parts or equipment because of carelessness.	Verbal Warning	Written Warning	Day Layoff	Discharge
8.	Leaving place of work during working hours without permission or use of town time for personal business.	Day Layoff	Week Layoff	Discharge	
9.	Posting, altering or removing any matter on bulletin boards or town property unless specifically authorized.	Written Warning	Day Layoff	Week Layoff	Discharge
10.	Gambling on town premises.	Verbal Warning	Written Warning	Week Layoff	Discharge
11.	Violating a safety rule or safety practice.	Verbal Warning	Written Warning	Week Layoff	Discharge
12.	Use or possession of another employee's tools without his consent.	Written Warning	Week Layoff	Discharge	
13.	Carelessness affecting personal safety.	Written Warning	Week Layoff	Discharge	
14.	Threatening, intimidating, coercing or interfering with fellow employees.	Written Warning	Day Layoff	Discharge	
15.	Vending, soliciting, or collecting contributions for any purpose unless authorized by management.	Written Warning	Week Layoff	Discharge	
16.	Unauthorized distribution of written or printed matter of any description during working time.	Written Warning	Week Layoff	Discharge	

		1st	2nd		4th
17.	Making false, vicious or malicious statements about any employee, the town or its services.	Written warning	Day Layoff	Discharge	
18.	Failure to punch out when leaving the plant for approved reasons during the working day.	Written Warning	Week Layoff	Discharge	
19.	Failure to follow town job instructions, verbal or written.	Written Warning	Day Layoff	Discharge	
	Smoking, except in specified areas at specified times, excluding Work Rule No.29.				
20	Deliberately misusing, destroying or damaging any town property or property of any employee.	Written Warning	Discharge		
21	Deliberately restricting output.	Written Warning	Discharge		
22.	Provoking or instigating a fight, or fighting during working hours or on town property.	Week Layoff	Discharge		
23	Reporting for work under the influence of alcohol or illegal drugs.	Week Layoff	Discharge		
24	Sleeping on the job during working hours.	3 Day Layoff	Week Layoff	Discharge	
25	Insubordination	Week Layoff	Discharge		

2nd

3rd

4th

- | | | |
|-----|---|-----------|
| 26. | Falsifying town records | Discharge |
| 27. | Knowingly punching another employee's time card: having one's time card punched by another: altering time card for any reason whatsoever. | Discharge |
| 28. | Possessing firearms or explosives on town premises without authorization. | Discharge |
| 29. | Smoking is prohibited in the following areas: | Discharge |
| | a. Wet wells | |
| | b. Manholes | |
| | c. Oxygen plant | |
| | d. Oxygen transfer basins | |
| | e. Fuel and petro storage areas | |
| | f. Digesters | |
| | g. Lift stations | |
| | h. Laboratory and chemical storage areas | |
| | i. Hazardous waste drop off points and storage areas | |
| | Any other areas designated by the Department Head and Safety Committees | |
| 30. | Theft of any town government or employee property. | Discharge |

		<u>1st</u>	<u>2nd</u>	3rd	4th
31.	Removal of articles from town property without written authorization.	Discharge			
32.	Drinking any alcoholic beverage on the premises or on town time.	Discharge			
33.	Engaging in sabotage or espionage.	Discharge			
34.	Immoral conduct or indecency.	Discharge			
35.	Making any preparation what- so-ever, for leaving the plant prior to the allowed clean-up time at the end of the shift, unless authorized by Crew Chief.	Verbal Warning	Written Warning	Day Layoff	Week Layoff

Note: The accumulation by an employee of any five (5) written notices or disciplinary penalties because of violation of the above rules during any 12 month period is cause for discharge.

36.	Tardiness.	First five minutes	No deduction in pay
		Second five minutes	1/5 hour deduction in pay
		Eleven to thirty minutes	5/10 hour deduction in pay
		More than thirty minutes unexcused tardiness	Send employee home for the day - No pay
		Late more than five times in anyone month	Five day suspension

Second five day suspension
in any consecutive 18 month period

Discharge of employee

37. Refusal of Emergency Work.
(Lack of reasonable excuse)

Second refusal in any month

Written notice

Third written notice

5 day suspension Discharge of

Third five day suspension

employee

Three "No Answers" (telephone shall be dialed twice) or three "Not at Home" or any combination of the two totaling three shall be considered a refusal.

The above schedule applies when two sewer maintenance crews or less are necessary and/or three additional personnel or less are needed at the treatment plant. If more personnel than stated above are needed, it will be considered a "full emergency" and a refusal will result in a five day suspension. A "No Answer" or "Not at Home" will result in a written notice.