

AGREEMENT

BETWEEN

TOWN OF AMHERST, COUNTY OF ERIE, NEW YORK

AND

AMHERST HIGHWAY EMPLOYEES ASSOCIATION, INC.

YEARS 2025-2029

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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, COUNTY OF ERIE, STATE OF NEW YORK and the AMHERST HIGHWAY EMPLOYEES ASSOCIATION, INC. for the purpose of establishing for those employees covered by this agreement, equitable and uniform wage rates and working conditions compatible with joint responsibilities of the Town and its employees to serve the public for a period of January 1st, 2025, through December 31st, 2029. It shall be the further purpose of this agreement of the parties to promote the highest degree of efficiency in the conduct of the Town's services.

WITNESSETH

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

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

(a) Town of Amherst, "Town"

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

ARTICLE 1

RECOGNITION

The Town of Amherst, Erie County, New York hereby recognizes the Amherst Highway Employees Association, Inc. as the exclusive bargaining agent for all full-time and part-time employees (collectively "employees") of the Town of Amherst Highway Department receiving compensation on an hourly basis. All references in this contract to employees includes both full-time and part-time employees unless otherwise noted. The AHEA agrees that it will not interfere with, coerce or intimidate any employee into joining the AHEA. The AHEA recognizes that no employee is required to join the AHEA but that every employee has the right to choose of his or her own free will as to whether or not he or she will or will not join the AHEA.

ARTICLE 2

MANAGEMENT

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

A. Subject to the provisions of the Civil Service Law of the State of New York and such rules as the Personnel Officer of the County of Erie may adopt and make applicable to the Town, to appoint such employees as it may require for the performance of its duties, fix and determine their

qualifications, duties, job titles and compensation, to suspend, discharge, promote, demote or transfer or release employees because of lack of work or for other proper and legitimate reasons.

B. The right to fix operating and personnel schedules, determine workloads, arrange transfers, order new work assignments, and issue any other order or directive intended to carry out the managerial responsibilities and duties imposed upon the Town officials by law.

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

D. When a full-time position becomes permanently vacant, part-time employees in that classification shall be given preference in hiring according to seniority.

ARTICLE 3

CHECK OFF OF AHEA DUES

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

ARTICLE 4

WORK RULES

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

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

ARTICLE 5

WORKING CONDITIONS

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

ARTICLE 6

COMPENSATION

A. Compensation. Effective as of January 1, 2026, the Town shall pay compensation in accordance with Schedule A attached hereto. Part-time Employees shall be placed on the same schedule as Full-time employees. Employees represented by AHEA in calendar year 2025 will receive a lump-sum payment of 1.5% of their base salary in 2025, pro rata for employees hired in 2025, or who left Town service in 2025.

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

C. Work in Higher Classification. No employee shall be permitted to work in a higher classification except that any employee covering for a working crew chief or a laborer crew chief

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

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

The Town of Amherst shall comply with this provision as soon as a new payroll system is installed in the Town. Until such time as the Town installs a new payroll system and provides the information on each employee's pay stub, the Town Highway Department shall provide on or before the seventh day of the following month a month statement to each employee that contains each employee's accumulated sick, personal, compensatory and vacation time.

E. Meals. Employees who complete their regularly scheduled work shift of eight (8) hours and are required to work before or after for an additional period of not less than four (4) hours, shall be allowed a meal allowance of $18.00 and an additional $18.00 after fifteen (15) hours of snow or ice removal operation. A one-half hour meal period shall be allowed. Such meal allowance shall apply to work performed under the circumstances set forth above on weekdays and weekend days. Effective 1/1/26 the meal allowance shall be increased to $20.00 and $20.00. Effective 1/1/27 the meal allowance will be increased to $24.00 and $24.00.

F. Premium Pay. From November 1st until March 31st, a premium rate of three dollars and fifty cents ($3.50) per hour shall be paid to all employees who work outside the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday and for any hours worked on Saturday and Sunday (except for part-time dispatchers who are normally scheduled to work weekends). From April 1st to October 31st, a premium rate of one dollar and fifty cents ($1.50) per hour shall be paid to all employees who work outside the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday and for any hours worked on Saturday and Sunday (except for part-time dispatchers who are normally scheduled to work weekends). Effective 1/1/28, a premium rate of four dollars ($4.00) per hour shall be paid to all employees who work outside the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday and for any hours worked on Saturday and Sunday (except for part-time dispatchers who are normally scheduled to work weekends). This premium rate shall be in addition to any overtime hours worked and calculated pursuant to paragraphs (1) and (2) above but, the additional premium shall be added to the normal hourly rate in computing the overtime rate.

G. Stand-by Pay. An employee on stand-by for highway sanding duty shall receive a minimum of three hours pay per day. Highway sanding stand-by shall commence on the first day of November and shall continue for a period of 24 weeks, provided, however, the Superintendent of

Highways may accelerate the starting date and extend the termination date of such period in accordance with weather conditions.

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

I. Training Stipend. The Town shall pay a training stipend of $3.00 per hour to employees approved as trainers while actively training other employees in the training program for all hours worked. If training for a full day, the trainer shall receive eight (8) hours of pay. Effective 1/1/26, the rate shall increase to $3.50 per hour. Effective 1/1/27, the rate shall increase to $4.00 per hour. This paragraph shall become effective immediately upon implementation of the training program.

J. Stipends. The Town shall pay a stipend of $600.00 per year for employees who are required to possess an applicator's license, for an employee who is required to possess a New York State, Federal, or higher certification as a Tree Arborist, or (UST) Underground Storage Tank Systems Operator. Employee's may receive the Stipend for each qualification that they possess once each year, Example (Tree Arborist and EAB Technician would get $600 for each, totaling $1200 per year).

ARTICLE 6 A

OVERTIME

A. Overtime.

(1) All work performed over forty (40) hours in anyone calendar week shall be considered as overtime and paid for at the overtime rate of time and one-half. When an employee works in any

calendar week in excess of forty (40) hours, he or she shall be paid one and one-half times his or her regular hourly rate for such excess hours.

(2) Overtime shall also be paid at the rate of time and one-half (1 ½) for all hours actually worked beyond the regularly scheduled eight (8) per day when an employee is required to work 12 hours or more in one day. For the purposes of the previous sentence, all hours worked after midnight shall be included as hours worked for the previous day if the shift began prior to midnight.

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

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

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

(a) When salting, all main roads are to be completed before any breaks are taken;

(b) When plowing, all roads are to receive at least one pass before any breaks are taken:

(c) After an overtime shift for any reason, when all work is done and equipment is put away, each employee is to punch out and leave the premises. This means no sitting around or loitering to build up time or "round out" the hour. Punch out as soon as your work is finished and your crew chief approves you going home, if it is not a normal work day.

(d) If these last three rules are not obeyed, disciplinary action will be taken.

B. Overtime Callout.

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

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

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

(4) For each overtime assignment, the representative of the Highway Department assigning overtime work shall begin canvassing with the first employee in the title or with the requisite qualifications whose name appears below the employee who worked the last overtime

assignment, and continue down the seniority list in such fashion until all available overtime spots are filled.

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

(6) All training for overtime work will be conducted without discrimination based upon seniority.

(7) If any employee who previously requested training in writing is passed over for overtime because he or she is not qualified for that type of work, that employee, upon request, shall be trained to do such overtime work within thirty (30) days, except if a longer training period is required through the training program, or shall automatically be deemed eligible to be called for all such overtime work in the future.

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

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

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

(11) In the event an employee accepts an overtime assignment, but fails to

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

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

C. Continuation of the Workday.

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

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

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

D. Compensatory Time.

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

(1) No more than 120 hours can be accumulated for purposes of compensatory time, in one season starting November 1 and ending on October 31. The first 120 hours that are assigned for compensatory time, by the employee, ends the capability of accumulating more overtime which can be assigned for compensatory time in a given calendar year.

(2) Compensatory time must be taken between April 1 and October 31 in each Year except for standby group employees, who may use their compensatory time as soon as they have completed their final stand-by assignment for the season.

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

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

(5) Advance notice should be given by the employee to the Superintendent of Highways or a designee when using compensatory time off whenever possible. No changes will be allowed. Compensatory time may be taken in ¼, ½, ¾, or full days. However, notice of the intention to use compensatory time must be made by 11:59 p.m. the previous day.

E. Overtime Distribution.

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

a. Mechanics,

b. Foremen,

c. Operators,

d. Laborers/maintenance,

e. Skilled trades, by individual trade, including locksmith and set-up person

(2) The distribution of overtime shall be equalized within twelve (12) hours within each of the two six (6) month periods from January 1st through June 30th and from July 1st through December 31st. Snow and Ice shall not be included in the equalization of overtime.

(3) If an employee is offered overtime work and refuses, he or she shall be charged with the number of hours actually worked by the notation "R" or the word "Refused" provided he or she is not on vacation or any approved leave. Provided however, if an employee is called for overtime

while on vacation, and there is no answer, the Town will not be required to wait ten minutes before calling the next person.

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

(5) Effective 7/1/03, if overtime is not distributed within twelve (12) hours at the end of any six-month equalization period, overtime will be equalized by paying the individuals who have received less than their share of overtime hours for the number of hours at their appropriate overtime rates to bring them within the twelve (12) hour maximum differential.

(6) Except for leaf pickup for the period from October 1 through November 30 of each year, overtime shall be offered to full-time employees before seasonal or temporary employees. Where reasonably possible, there shall be forty-eight hours notice for overtime work during leaf season.

(7) For every two leaf crews during overtime there shall be a laborer or working crew chief, who cannot be a driver or operator at the same time.

ARTICLE 7

LONGEVITY PAY

All employees who have been engaged in full-time or part-time and continuous service with the Town for the years indicated below shall receive longevity pay annually on their anniversary date along with their regular weekly paystub in accordance with the following schedule. For purposes of this Article: (i) the part-time hire date shall be used as the anniversary date for both the calculation and payment of longevity, with part-time service being counted at one half (.5) year for each period or partial year of part-time service.

Effective upon ratification of this agreement – Adopt one new Longevity Schedule as follows:

	2024	2026	2027	2028	2029
10 Years	**$1330**	**$1450**	**$1500**	**$1550**	**$1600**
15 years	**$1430**	**$1550**	**$1600**	**$1650**	**$1700**
20 years	**$1530**	**$1650**	**$1700**	**$1750**	**$1800**
25 years	**$1630**	**$1750**	**$1800**	**$1850**	**$1900**

(Add $100.00 to the above for every year of employment after 25 years.)

ARTICLE 8

RETIREMENT BENEFITS

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

ARTICLE 9

CIVIL SERVICE AND DISCIPLINE

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

in the bargaining unit shall be provided to the AHEA on the same day it has been issued to the employee.

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

Such discipline may be made the subject of a grievance under the grievance procedure of this agreement, but only if such grievance is filed within fifteen (15) days from the date of discipline and only on the basis that no just cause existed for such discipline. If it is determined that no just cause for discipline existed, the Town will reinstate such employee and pay his or her full salary or wages, without overtime for the lost time.

The Town of Amherst endorses the principle of Progressive Discipline prior to suspension and/or discharge of an employee; however, Progressive Discipline does not cover the more serious offenses such as fighting, stealing, the drinking of intoxicating beverages on the job or on Town premises, possession or use of narcotics or drugs, gambling, or insubordination.

However, any employee not serving his or her initial probationary period who is covered by Section 75 of the New York State Civil Service Law, shall be disciplined only in the manner provided for in such law, except that in any case where the Town of Amherst seeks termination, the employee may file a grievance under the grievance procedure of this agreement.

The above-mentioned sections, except with regard to notice to the AHEA, shall not apply to employees in their initial probationary periods. A probationary employee serving their initial probationary period, who has been terminated by the Superintendent, may request a meeting with the Superintendent and the Union to discuss the reasons for the termination. The employee may provide

evidence in support of their desire to be reinstated to their position, which the Superintendent may consider in his or her sole discretion.

ARTICLE 10

ATTENDANCE

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

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

C. Tardiness.

(1) If an employee calls in sick by ten minutes before his or her shift, he or she will be charged a paid sick day unless the employee has no sick time left, in which case, the employee will receive no pay and receive a penalty pursuant to Article 13.

(2) If an employee punches in at seven minutes after the start of his or her shift or later, but before thirty minutes of his or her shift have passed, the employee will have the following three options:

(a) The employee will be permitted to take the day off without pay.

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

(c) The employee can elect to work the rest of the day but at a pay scale one job group lower than his or her regular one; e.g., if an MEO arrives at after seven or more minutes that the shift has passed, but before thirty minutes of the shift have passed, he or she will be allowed to work, but at a maintenance worker's pay in the same step that he or she occupies as an MEO. (If there is no job group lower then he/she can elect to work at a rate $1.00 less than his/her usual rate.)

All of the above is permitted only until thirty minutes of the shift have passed, and after that time, the employee must take the day off without pay, and the discipline set forth in the next paragraph will apply.

D. Unauthorized Absences.

(1) If employees do not utilize approved time off pursuant to the terms of the Collective Bargaining Agreement and any negotiated procedures or fail to punch in by thirty (30) minutes after the start of their shift, they will not be allowed to work and will not be paid for that day and additionally will be subject to the following penalties:

First Offense – a written warning will be issued to the employee.

Second Offense – one day off without pay in addition to the original day lost.

Third Offense – two additional days off without pay.

Fourth Offense – five additional days off without pay.

Fifth Offense – ten additional days off without pay.

Sixth Offense – fifteen additional days off without pay.

Seventh Offense – may be discharged from the Highway Department.

(2) The Highway Superintendent may waive any of these penalties upon presentation by the employee or the AHEA of a reasonable excuse for the unauthorized absence.

(3) The record of disciplinary action under this section shall remain in the employees' file for a twelve (12) month period following the date of the infraction.

E. Lunch Periods. All employees scheduled to work the normal workday described in Article 23(C) shall have a lunch period of one-half hour at a place of their choice. Such employees shall be paid for the lunch period at straight-time rates, provided (1) the lunch period, including all clean-up and travel time, is no more than thirty (30) minutes; (2) only one rest period of no more than twenty (20) minutes is taken; and (3) a single clean-up time is taken at the end of the day of no more than fifteen (15) minutes. Should the Superintendent or the crew chief grant additional time for lunch, rest period or clean-up and travel, the employee shall not be penalized by loss of pay for the lunch period. Payment for the paid lunch period shall not be included in the employees compensation for purposes of determining amounts to be received for sick leave granted pursuant to Article 13, holidays taken under Article 11, vacation entitlement taken under Articles 12 and 23(D), bereavement granted pursuant to Article 14(A), jury duty granted pursuant to Article 14(8), personal leave taken under Article 14(D), and any other leave taken by the employee.

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

G. Clean-up Time. Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of the work shift.

H. Recall Time.

(1) An employee called in to work after he or she has returned home will be entitled to a minimum of four (4) hours pay at his or her straight-time rate. If an employee is called in more than once within a four-hour period from first punching in for the first call in, the employee only receives the minimum four hour call in pay on the first occasion during that period; on subsequent call ins

during that four-hour period, the employee will be paid only for actual time worked. If the employee is recalled beyond the four-hour period, the minimum four hour call in pay is reinstituted.

EXAMPLE:

1st call in -1 hour worked = 1 hour overtime, 3 hours straight time

2nd call in within 4 hours -1 hour worked, total result = 2 hours overtime, 3 hours straight time

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

ARTICLE 11

HOLIDAYS

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

New Year's Day.

Martin Luther King, Jr. Day

Presidents Day

Good Friday

Easter (if worked)

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

General Election Day

(1st. Tuesday following

1st Monday in November)

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

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

Whenever any of the holidays listed above fall on a Sunday, the succeeding Monday shall be observed as the holiday.

In order to qualify for holiday pay, it will be necessary for the employee to work his or her last scheduled workday prior to and following the holiday, unless he or she is excused by the Superintendent of Highways. Sick leave, personal leave and sick time shall be considered as days worked.

Part-time employees shall receive holiday pay if they are regularly scheduled to work on the day on which the holiday falls.

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

ARTICLE 12

VACATION

A. Vacation Allowance. An employee shall receive one (1) week of vacation after completion of his or her probationary period and a second week on their one-year anniversary. Except where other provisions are made by law for annual, weekly, per Diem or hourly employees, an employee who has completed one year of continuous service shall be entitled to:

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

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

(3) Four (4) weeks' vacation after completion of ten (10) years of continuous service;

(4) Five (5) weeks' vacation after completion of fifteen (15) years of continuous service; and

(5) Six (6) weeks' vacation after completion of twenty (20) years of continuous service.

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

C. Vacation Scheduling

Whenever possible, vacations shall be granted at the time requested by the employee, subject to the following conditions:

1. Vacation days may be taken in ¼, ½, ¾ or one day increments.
2. Any employee who intends to use vacation days ¼, ½, ¾ or one day increments shall put in a request through VCS at least 48 hours in advance of the leave. For a request to use vacation time on a Monday, the employee must put in such request by 3:30 on Thursday.

The Town is permitted 24 hours from the time of the leave request to deny the leave, explaining the rationale for the denial, or the leave is deemed approved.

3. When staffing levels permit, an employee who wants to use vacation days ¼, ½, ¾ or one day increments with less than 48 hours shall make a request directly to his or her General Crew Chief during his or her work shift. The General Crew Chief will approve such request if it is reasonable and staffing levels permit. After approval, the employee shall enter the vacation into the VCS.
4. Any Employee who requests vacation leave of 5 or more consecutive days shall put in a request through the VCS at least two (2) weeks in advance of the start of the vacation. The Town is permitted 48 hours from the time of the leave request to deny the leave, explaining the rationale for the denial, or the leave is deemed approved.
5. Any Employee who requests vacation leave of 5 or more consecutive days during the final quarter of the calendar year (October 1st through December 31st) shall put in a request through the VCS by September 15th of that year or within seven (7) days after the posting of the Mandatory Weekly Sanding Assignments, whichever is later. Whenever possible, vacations shall be granted at the time requested by the employee. The Town is permitted until seven (7) days after the employee's request to deny the leave, explaining the rationale for the denial, or the leave is deemed approved.
6. 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 longer seniority shall be given their choice of vacation period in the event of any conflicts.
7. Vacation periods shall be taken each year, except for Section D below.

8. Vacations shall be deemed to begin at midnight of the last scheduled workday and end midnight of the day prior to the scheduled day of return.

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

D. Vacation not cumulative.

(1) Two weeks of vacation time may be carried over to the subsequent calendar year, and will be paid at the employee's current rate of pay when used.

(2) Effective 1/1/21, employees with earned vacation may elect to receive the cash equivalent of up five (5) vacation days in lieu of taking such time off. In order to do so, an employee must notify the Highway Superintendent by September 1st and such cash equivalent shall be paid by February 15th of the following year. Effective 1/1/23, the number of days shall be increased to ten (10).

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

F. Unused Vacation.

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

(2) An employee may transfer and accumulate up to 30 weeks of unused vacation time into a special account to be used to pay health insurance premiums upon retirement. Each accumulated vacation day shall be converted to a dollar amount at the employee's rate at the time of banking. Any vacation banked for purposes of being applied toward the future payment for continued health coverage upon retirement is subject to all Federal and State withholding and tax requirements during the calendar year in which it is banked. If the employee does not use or discontinues use of the accumulated vacation time for health insurance benefits, the accumulated amount shall be paid to the employee in equal amounts over a five-year period. In the event of the employee's death, payment shall be made to the employee's estate or a beneficiary designated by the employee, in a lump sum.

G. Part-Time Employees. If a part-time employee is still part-time on his/her anniversary date, the employee shall receive a pro rata amount of vacation, that is .5 of a week for each week of the allotment. If an employee who was initially hired part-time is a full-time employee on his or her anniversary date, the employee shall receive the full-time vacation allotment.

H. Emergency Work. If an employee is called in for emergency work while on vacation, the employee shall be compensated vacation pay in addition to his or pay earned while so working which pay shall be at the overtime rate. The employee shall have the option to take the vacation day worked at a later time, within the same calendar year, unless the only days the employee has remaining are already scheduled vacation or other leave days. In that case, the employee shall have the option to take the vacation during the month of January of the succeeding year.

I. Sick Leave. Time spent on paid sick leave shall be considered as days worked for purposes of computing vacation eligibility; except, however, that time spent on extended sick leave, Article l3(E), shall not be considered as days worked.

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

ARTICLE 13

SICK LEAVE

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

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

(1) Sickness or injury.

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

(3) Quarantine regulations.

(4) Medical or dental visits.

C. Sick Leave Credits.

(1) A credit for sick leave under this article shall be allowed at the rate of one and one-quarter working days per month of service commencing as of the date of employment. Accrual will be made on the last day of the month if and only if the employee has worked at least eighty percent (80%) of the hours regularly scheduled for the department for that month. For purposes of the preceding sentence, all paid leaves including paid leaves for long term documented disabilities

shall be considered as time worked. Employees hired on or after 1/1/03 shall accumulate sick leave at the rate of one working day per month of service.

(2) All employees hired after ratification and Town Board approval, 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. Effective 1/1/27, all employees currently earning less than one day of sick leave per month will receive one day of sick leave per month. Any employee earning more than 1 day of sick leave per month will continue to receive their allotment. Sentences 4 and 5 of this paragraph will be deemed deleted effective 1/1/27.

(3) Such leave as is not used shall accumulate but not exceed 300 days. A physician's certificate as to illness or injury may be required for three continuous days of absence.

D. Use of Sick Leave

(1) If an employee calls in sick by ten minutes before his or her shift, he or she will be charged a paid sick day.

(2) If an employee calls in a sick day or days without any sick time accruals remaining, he or she must provide medical documentation within forty-eight (48) hours of returning to work.

If the employee provides such documentation, he or she will not be paid for the days missed due to legitimate illness or injury but will not receive any discipline.

(3) If an employee does not provide any medical documentation within 48 hours of returning to work, he or she will not be paid for the missed day or days, and shall be subject to the penalties set forth in Article 10. D. 1.

(4) Employees whose records indicate an abuse of sick leave may be required by the Highway Superintendent or his or her Designee to submit medical certification for an illness of any duration. Before the Highway Superintendent or his or her designee requires any medical certification, the employee must be notified in writing of the suspected abuse of sick time and the specific reasons for such suspicion. This certification requirement may be imposed for up to three (3) months and may be extended if the employee's record continues to show an abuse of sick leave. The employee may challenge the medication certification requirement or its extension under the grievance procedure.

(5) Without a reasonable explanation, the Town will consider the following, but not limited to, as indications of sick leave abuse: a pattern of using sick leave on Mondays or Fridays, the days before or after holidays or vacation periods and excessive use of sick time without medical documentation.

(6) The Town will never discriminate or retaliate against any employee for the legitimate use of sick time.

E. Sick Leave Credits to Part-Time Employees. Part-time employees shall accrue two (2) hours of sick time on the date of their hire and will receive an additional two (2) hours on the first day of each month thereafter so long as they worked sixty-four (64) hours in the previous month.

Hours worked for the purposes of this section include any paid time off, including but not limited to sick, vacation, personal, comp or holiday time taken.

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

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

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

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

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

Number of hours Worked in Day	Portion of day Charged to employee's Sick Leave Accumulation
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

Employees shall be eligible to use partial sick leave at the beginning of the shift, provided notice is provided by 11:59 p.m. the previous day, except in the case of emergency.

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

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

M. 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.

(1) Any employee returning to work shall notify the Town of Amherst when he/she has

been cleared for work by his/her doctor.

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

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

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

N. Sick Leave Buy-back.

(1) Upon retirement, at the employee's option, or death any accumulated unused sick leave up to a limit of 100 days will be bought back at a ratio of 1:3 (e.g., an employee with 265 days in 1993 and 280 days in 1994 of unused sick leave may use only 100 days at a ratio of 1:3). 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. If an employee dies while employed the amount shall be paid to the Employee's Estate.

(2) Employees can apply accumulated unused sick leave toward either 100% or 50% (at the employee's option) of the premium payment for continued health coverage upon retirement in lieu of a lump sum buy back may do so up to a limit of 100 days at a ratio of eighty (80) percent (maximum 80 days). The unused sick time will be used first in paying for any retiree health insurance premiums and will be completely exhausted prior to the employees accumulated vacation time being applied to

the payment of retiree health insurance benefits. The remainder can be applied to the employee's additional service credit for retirement as per Section 41-j of the New York State Retirement and Social Security Law. Accumulated unused sick leave to be applied toward the payment for continued health coverage upon retirement is subject to all Federal and State withholding and tax requirements at the time of separation for retirement.

O. [Reserved].

P. Sick Leave Bank

The Union may establish a bank for the shared use of sick leave among members of the AHEA bargaining unit who join such sick bank upon the terms and conditions as determined by the AHEA. The Sick Bank shall be exclusively administered by the AHEA pursuant to rules established by the AHEA. The Town agrees to allow employees to contribute sick days to the Sick Bank pursuant to the rules established by the AHEA and as authorized by Sick Bank participants and to credit and allow employees to use sick time awarded by the Sick Bank. The Town also agrees to provide a one-time sick day match of employee contributions to the Sick Bank of up to 250 days of sick time upon establishment of the Sick Bank.

ARTICLE 14

LEAVE OF ABSENCE WITH PAY

A. Leave Because of Death in Family. Leave of absence with pay of not to exceed five (5) days shall be granted to an employee in the event of death occurring in the employees' immediate family, namely, spouse, parent, child, sibling, grandchild, stepchild or stepparent who served in loco parentis. Leave of absence of not to exceed three (3) days shall be granted upon the death of an

employee's step or natural grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law or any other blood relative residing in the employee's household. Leave of absence of not to exceed one (1) day shall be granted upon the death of an employee's aunt, uncle, niece, nephew or cousin. Employees may, upon prior request and approval of the Department Head in consultation with the Director of Human Resources, be granted one (1) day to attend the funeral of individuals not included in the family set forth above. All Part-time employees shall receive one-half of the above allotments, for a minimum of one full day off.

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

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

D. Personal Leave.

(1) Each full-time employee shall be allowed five (5) personal days per year, non-cumulative, provided, however, any unused personal leave days shall be added at the end of each calendar year to the total number of sick leave credits but in no event shall the total sick leave credits exceed the maximum allowed in accordance with Article 13(C).

(2) Personal days may be taken as one-quarter, one-half, three quarter, or full personal days. Once this time off is approved, it is locked in and cannot be changed.

(3) Personal Leave may be used by an employee for any purpose. Advance notice should be given by the employee to the Superintendent of Highways when using personal leave whenever possible. However, notice of the intention to use personal leave must be made by 11:59 p.m. the previous day.

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

(5) If an employee has scheduled personal leave calls in sick for that day, the original designation of time off remains in effect.

(6) Each part-time employees shall receive two (2) personal days on the date of their hire and shall receive two (2) additional days on January 1st of each year thereafter.

E. Volunteer Fireman Leave. Volunteer firemen shall be allowed to answer calls at no loss of time or pay.

ARTICLE 15

LEAVE OF ABSENCE WITHOUT PAY

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

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

C. Maternity Leave. In addition to sick leave entitlement, and upon the exhaustion of accumulated leave credits, an employee shall be entitled to leave without pay for maternity leave, provided that the total leave without pay and accumulated leave shall not exceed twelve (12) months, provided however, that an employee shall not be required to exhaust the accrued sick leave that can be used under paragraph N (2) of Article 13 before being eligible for extended sick leave. An adoptive parent shall be entitled to leave without pay for a period of not more than three (3) months from the date of an adoption, provided the adopted child requires the attention of the employee.

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

E. Leave for War Work. A permanent employee shall be granted a leave of absence without pay for the period of his or her service to enter the service of the Federal Government in time of war.

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

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

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

I. Union Business. Employees selected to any AHEA office or selected by the AHEA to do work which takes them from their employment with the Town may at the written request of the

AHEA, be granted a leave of absence. The leave of absence shall not exceed one year, but it may be renewed or extended for a similar period at any time upon the request of the AHEA.

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

ARTICLE 16

MILITARY LEAVE OF ABSENCE

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

ARTICLE 17

EQUIPMENT

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

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

C. The Town shall pay, per annum, the sum of $490.00 for work style shoes and clothing for each current employee after he or she has completed the six-month probationary period. This

payment shall be made the second pay period in January. Effective 1/1/2026, employees hired prior to 1/1/2008 shall receive $550.00 and employees hired after 1/1/08 shall receive $400.00. Effective 1/1/27, employees hired prior to 1/1/2008 shall receive $650.00 and employees hired after 1/1/08 shall receive $500.00. Effective 1/1/28, employees hired prior to 1/1/2008 shall receive $750.00 and employees hired after 1/1/08 shall receive $600.00.

D. Work coveralls for mechanics shall be provided, laundered and maintained by the Town.

E. Employees are prohibited from wearing work clothing which is deemed to be obscene or vulgar because of pictures or language, etc. on it. In the event the employee is deemed to have violated this section, the employee will be requested to replace such attire.

ARTICLE 18

WORK FORCE CHANGES

A. Definitions.

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

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

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

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

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

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

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

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

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

C. Increments.

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

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

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

(3) Effective 1/1/2020, part-time employees shall receive increments in the same manner as full-time employees.

D. Promotions.

(1) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of the opening shall be posted on all bulletin boards stating the job classification, rate of pay and the nature of the job requirements in order to qualify. The posting shall be for a period of not less than ten (10) workdays. Employees on vacation or sick leave shall be notified by mail.

(2) During this period employees who wish to apply for the open position including employees on layoff may do so. The application shall be in writing and it shall be submitted to the Superintendent of Highways or his or her designee.

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

(4) An employee appointed or promoted to a position in a higher job group shall receive a salary or wage rate at the increment step in the range for the higher position which is nearest to but not less than $500 per year more than the salary or wage rate paid to the employee at the time of appointment or promotion.

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

to which the employee has been selected the employee shall be restored to the employee's former position.

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

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

E. Demotions.

(1) A permanent full-time employee who accepts appointment to a position that is in a job group lower than the job group of the position in which the employee 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 the employee's former position.

(2) An employee who is relegated back to his or her previous position from a higher classification to which the employee was provisionally appointed because of his or her inability to prove to the employer that he or she was able to fulfill the standards of the job or pass a Civil Service examination required for permanent appointment to that job or who voluntarily relinquishes such job shall not be considered as demoted.

F. Layoff.

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

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

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

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

(5) When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise his or her seniority right to bump or replace an employee with less seniority. Such employee may, if so desired, bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority than the employee that is bumped, and the necessary qualifications.

(6) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at the last known address on file by registered or certified mail, with a copy to the Association. If an employee fails to respond within seven (7) working days from the date of mailing of the notice of recall, the employee shall be considered a "quit". Recall rights for an employee shall expire after a period equal to the employee's seniority, unless the employee is a "quit". Written notice of expiration of recall rights shall be sent to the employee at the last known address on file by registered or certified mail, with a copy to the Association.

(7) Bumping, recall and transfer referred to herein is restricted to the employees of the Town of Amherst Highway Department. Part-time employees cannot bump or displace full-time employees, but can bump a part-time employee with less seniority.

(8) In case of curtailment of the workforce, regular full-time employees may displace part-time employees, if qualified, and in accordance with established seniority rules.

G. Reinstatement.

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

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

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

H. Transfers.

(1) Employees desiring to transfer to other jobs may submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

(2) Employees requesting transfers for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications on the basis of qualifications, provided a vacancy exists and the employee is qualified.

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

(4) Part-time Laborers who are hired into full time Laborer positions shall have their part time service credited and, therefore, remain in the same increment upon transfer into the full time Laborer position. Such employees shall continue to receive an increment in either January or July on the one-year anniversary of their placement at Step 2.

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

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

K. Leaves of Absence.

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

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

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

M. Disabled Employees. The Town shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

ARTICLE 19

SENIORITY

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

B. All new employees hired shall be considered as probationary employees for the first six months of their employment. When a part-time employee moves to a full-time position, he or she shall serve an additional six months probationary period from the date of their placement in the full-time position. When an employee completes his or her probationary period, he or she shall be entered on the part-time or the full-time seniority list, whichever is appropriate, retroactive to his or her date of placement in that position. There shall be no seniority among probationary employees; however, probationary employees shall receive all benefits afforded to non-probationary employees.

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

D. Every three (3) months the employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the AHEA when it is posted. The seniority list will show the names job titles and date of hire of all employees in the unit entitled to seniority.

E. An employee's continuous service record shall be broken by voluntary resignation. discharge for just cause and retirement. However, if an employee returns to work in any capacity within one year the break in continuous service shall be removed from the employee’s record.

F. Full-time and part-time employees shall have separate seniority schedules.

G. When two or more employees are hired on the same date their seniority shall be determined alphabetically.

ARTICLE 20

MEDICAL COVERAGE

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

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

(2) Employees hired between January 1, 1997 and December 31, 2003 shall pay 10% of health insurance premium. Employees hired after December 31, 2003 shall contribute 15% of the annual premium for health insurance, including prescription drug, dental and vision, provided that, following completion of 10 (ten) years of service, such employees shall contribute 10% of the annual premium for health insurance, including prescription drug, dental and vision. Employees hired after December 31, 2007, shall contribute 15% of the annual premium for health

insurance with no reduction after 10 (ten) years of service. All other employees shall pay a contribution to health insurance as follows:

Effective 1/1/08 – 3% of Annual Premium Cost per employee;

Effective 1/1/09 – 5% of Annual Premium Cost per employee;

Effective 1/1/10 – 7% of Annual Premium Cost per employee;

Effective 12/31/10- 10% of Annual Premium Cost per employee.

All new employees hired after September 2016 shall contribute 20% of the applicable premium towards health insurance immediately upon eligibility.

All employees contributing 15% towards health insurance, including prescription drug, dental and vision, shall contribute as follows:

Effective 1/1/2027 – increase to 16%

Effective 1/1/2028 – increase to 18%

Effective 1/1/2029 – increase to 20%

All contributions referenced above shall be made through payroll deduction biweekly on a pre-tax basis. Part-timers pay contributions based on pro-rata premium cost paid by town.

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

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

(5) Notwithstanding the provisions above, employees who are appointed on a permanent basis on or after January 1, 1977, and who subsequently retire, shall have their medical coverage discontinue on the last day of the month in which they retire. However, retirees may, at their option, elect to continue their health insurance coverage, including the plan offered through Independent Health, or by any other company provided the coverage is at least equal to that provided under the present policy with Independent Health, provided the retired employees make the required premium payments to the Town of Amherst for such health insurance coverage. In the event an AHEA member chooses to continue with the Town's medical insurance at retirement until age 65, the cost of such insurance for the retiree shall not exceed 10% over the existing cost of the insurance for active employees at the time of coverage.

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

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

then the matter will go to arbitration pursuant to Article 22 of the Collective Bargaining Agreement. The Town shall bear the cost of such arbitration.

(8) Upon reasonable advance written application or notice to the Personnel Department, employees may continue health insurance coverage in the Town of Amherst's health insurance group while on authorized leave without pay provided that the employee makes full payment of the monthly premium on or before the first day of each month that the employee is on leave.

(9) All premiums for medical coverage under this article shall be continued by the Town while an employee is on leave of absence without pay due to illness, disability or on a work-related disability for the duration of his or her leave.

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

(11) Seasonal employees are excluded from medical coverage. Part-time employees shall be eligible to receive pro-rata medical coverage based on their scheduled weekly percentage of the full forty (40) hour work week. Part-time employees who work less than eight (8) hours per week are excluded from medical coverage.

(12) In the event an employee covered by a Town family medical plan passes away while in active service with the Town, the Town will provide one year (twelve (12) full months) of paid family medical, dental, and vision coverage for the deceased spouse and insured dependents. There will be no lapse in coverage from the date of the employee’s death to the commencement of the continued coverage.

(13) Effective October 1, 2016, any employee currently eligible for and enrolled in traditional-style coverage pursuant to Paragraph 12 above, shall pay the difference between the premium for such coverage and the premium for the PPO coverage.

B. Prescription Drug Coverage.

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

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

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

the benefits provided under the policy are better than the benefits listed in the attached summary, the policy governs.

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

E. Double Coverage.

(1) The Town agrees to pay employees Seven Hundred and Fifty dollars ($750.00) per year for waiving individual coverage, and One Thousand, Five Hundred dollars ($1,500.00) per year for waiving family coverage. Effective 1/1/21, these amounts will be increased to One Thousand, Five Hundred dollars ($1,500) for single coverage waiver and Three Thousand dollars ($3,000) for family coverage waiver. 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 option is not self-renewing, and employees wishing to receive a waiver payment must notify the Human Resources Office each year during the month of October in order to be eligible for payment.

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

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

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

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

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

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

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

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

G. Effective after September 2016, the new Co-payment schedule for all employees if the Town adopts such changes Town wide, shall be:

Office and outpatient - $10
Preventative - $0
Prescription 3 tier co-payment 1/14/30

ARTICLE 21

RECIPROCAL RIGHTS

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

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

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

D. No more than three (3) representatives of the AHEA, who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract, shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Town and the employee and the uninterrupted operation of government, pursuant to and through channels and the grievance machinery provided hereinafter.

E. Two (2) representatives of the AHEA designated to represent the employees shall have the right to attend state-wide conventions and other union meetings in furtherance of their obligations as delegates of the AHEA herein, without loss of time or pay providing that advance notification is given to the Superintendent of Highways at least five (5) workdays prior to the date such function is scheduled, limited to four (4) days per annum per person.

F. The Town agrees to submit to the AHEA notification when any member is hired in the unit and provide the job classification, home addresses, and whether the employment is on a permanent, provisional, seasonal or temporary basis. The AHEA will also be given one (1) hour of time with the new employee within two (2) weeks of being hired for an orientation to the Collective Bargaining Agreement.

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

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

ARTICLE 22

GRIEVANCE PROCEDURE

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

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

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

A member may be represented at all steps of this grievance procedure by the AHEA or counsel, or both. All grievance meetings shall be mutually agreed upon and scheduled by the parties.

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

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

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

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

STEP 1

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

STEP 2

If the grievance is not satisfactorily settled at Step 1, the AHEA representative, within five (5) working days of the receipt of the Step 1 Answer, shall forward the grievance to the AHEA. If

upon review of the grievance, the AHEA believes the grievance is valid, it will forward a copy of the written grievance and the written answer of the immediate supervisor to the Superintendent of Highways within five (5) working days of receipt of the grievance by the Grievance Committee. The Superintendent of Highways shall, within a period of five (5) working days of presentation to him or her, discuss the matter with the Grievance Committee in an attempt to satisfactorily settle the grievance. Should this discussion fail to produce a satisfactory settlement within five (5) working days from the date of completion of the discussion, then separate written reports to the dispute shall be made by the Grievance Committee and the Superintendent of Highways.

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

STEP 3

If the grievance is not satisfactorily settled at Step 2, the AHEA representative shall forward the grievance to the Director of Personnel within ten (10) working days after the Step 2 answer has been received. The Personnel Director shall then answer the grievance within 10 working days.

STEP 4

If the grievance or dispute is still unsettled, either party may, within (20) working days after the Step 3 Answer of the Personnel Director is received, by written notice to the other, request arbitration.

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

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

C. Expenses for the arbitrator's services and proceedings shall be borne equally by the Town and the AHEA. If either party desires a transcribed copy of the proceedings, it shall pay for the transcription and make copies available without charge, to the other party and arbitrator. If the arbitrator determines that there has been a repeated violation of the same contractual provision three (3) times in any twelve (12) month period, the arbitrator shall direct that all expenses be paid by the Town and that the AHEA be reimbursed for reasonable attorney's fees.

D. No arbitrator shall have the power to amend, modify or delete any provisions of this Agreement.

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

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

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

STEP 5

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

ARTICLE 23

MINIMUM EMPLOYMENT

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

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

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

C. Employees' day shall consist of not more than eight (8) hours each from 7:00 a.m., until 3:30 p.m., with a one-half (1/2) hour lunch period, which shall be paid in accordance with Article

10. In the event that the Superintendent of Highways deems it necessary for the efficient operation of the Department that employees start work earlier than 7:00 a.m., but no earlier than 6:00 a.m., the employees requested to do so by the Superintendent may begin work for at least an eight and one-half (8-1/2) hour period at such earlier time at their option. With regard to sanding and snow plowing and related job assignments, any employee beginning work before the normal work hours shall have the option of working through a normal shift, signing out at 3:30 p.m., unless emergency work must be continued.

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

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

ARTICLE 24

MUTUAL AID SNOW REMOVAL

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

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

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

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

ARTICLE 25

STRIKES AND LOCKOUTS

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

ARTICLE 26

PERSONNEL FILE

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

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

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

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

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

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

ARTICLE 27

SAVINGS CLAUSE

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

ARTICLE 28

IMPASSE PROCEDURE

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

ARTICLE 29

SEASONAL AND TEMPORARY EMPLOYMENT

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

ARTICLE 30

GENDER CLAUSE

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

ARTICLE 31

TRAINING PROGRAM

A. Training Program Guidelines

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

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

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

a. No employee should train or be trained on more than one piece of equipment at a time. He/she must successfully complete the equipment he/she is working on before moving on to another piece of equipment unless mutually agreed upon by a representative (s) of the training Committee.

b. There shall be no more than 12 trainees enrolled in the overall program at any one time. Individual programs may have maximum numbers of enrollees to make sure the training is completed safely.

c. There shall be a list of eligible training candidates posted annually for review by the membership.

d. This Heavy Equipment Operator (HEO) on-the-job-training program has been developed utilizing various pieces of equipment already identified as required heavy equipment for this job class. In addition to seniority the trainee's absence and personnel record will have an impact on the eligibility into the program. This includes his/her participation in our snow and ice program.

e. All trainers shall be approved by the Training Committee.

f. Employees serving as trainers shall be paid in accordance with Article 6 (I) of this Agreement.

g. The trainee shall complete the prescribed training within a **12-month period** unless the Training Committee approves an extension.

h. The parties agree that this program represents a new initiative that may benefit from and be improved by periodic modifications as agreed to by the parties. Such modifications may include, but will not be limited to the number of training hours necessary, the functions which should be included as part of the training, methods of evaluation, and any other aspects agreed to by the parties, which need to be modified. Accordingly, this program will be evaluated by the Committee on an ongoing basis with the goal of ultimately establishing the most efficient, effective and comprehensive training program possible.

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

j. Upon completion of training for any driver, employees who trained or helped train the driver shall not be responsible and shall be held harmless for any subsequent actions of that driver. Each successful candidate shall be given a dated certificate of completion.

k. Any employee currently enrolled in the training program shall be grandfathered into the program and shall follow the guidelines of the current program for completion unless otherwise approved by the Training committee.

B. Training Outline – Heavy Equipment Operator

(1) The program will provide the trainee with the knowledge and skills to perform his/her duties safely on a variety of pieces of equipment in the HEO class.

(2) No trainee shall begin training in the HEO Program until he/she has successfully completed the Motor Equipment Operator (MEO) Program. Before enrollment in the HEO Program it shall be recommended that trainees perform the duties of a MEO for a minimum of 2 years.

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

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

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

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

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

a. Pre-trip and post-trip inspections using proper equipment sheets.

b. Hook-up and unhooking procedures of required attachments.

c. Completion of approx. 250 hours of hands-on training per piece of equipment.

d. Successful completion of training hours documented or approved by the Training Committee.

e. Review of trainee's progress by the Highway Superintendent and his/her designee.

f. Final evaluation and approval made by the Highway Dept. Training Committee.

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

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

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

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

C. Training Outline – Motor Equipment Operator

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

(2) The program will provide the trainee with the knowledge and skills to perform his/her duties safely on a variety of pieces of motor equipment.

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

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

a. 200 hours of snowplowing and sanding operations

b. 100 hours of leaf pick-up

c. 100 hours of hauling heavy loads and working with the paving operations

d. 100 hours of special operations and training program

(5) Prior to enrolling in the program the prospective trainee must be in possession of a valid New York State Commercial Driver's License. Pursuant to Section 2.09 of the work rules, the trainees must be able to operate a standard shift truck as part of the successful completion of this training program.

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

a. 6-wheel Dump Truck, 10-wheel Dump Truck, Metal Truck, Roadside Mowers, Packer, large Sign & Signal Trucks, Sweeper and Tree Truck and any other piece of equipment not listed herein but agreed upon by the Safety Training Committee.

(7) These additional pieces of equipment shall be included in the list of MEO equipment and they shall fall into the category of Special Operations. Whereby any combination of these pieces shall combined equal the required 100 hours of Special Operations portion of the MEO training.

(8) MEOs who have successfully completed the MEO Program will receive the MEO rate for all hours of driving and operating the following 3 additional pieces of equipment: Double-Wing Plow, Road Sweeper, and Tree Truck.

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

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

a. Components of the NYS Dept. of Transportation training program.

b. Pre-trip and post-trip inspections using equipment sheets.

c. Hook-up and unhooking procedures of required attachments.

d. Defensive driving instructions for CDL operators.

e. Training hours successfully completed or approved by the safety training committee.

f. Trainee's progress reviewed by the Highway Superintendent or a designee.

g. The Highway Dept. Safety Training Committee to make final evaluation and approval.

D. Completion of Training Program

(1) Employees successfully completing the training program, which in no case shall exceed one (l) year, shall immediately be placed on a list of eligible promotional candidates, and that the number of candidates on each respective list shall never exceed two

(2) MEO's and/or four (4) HMEO's.

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

(3) The candidate with the earliest completion date on the list shall be deemed the "top" candidate."

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

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

ARTICLE 32

MISCELLANEOUS

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

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

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

D. All Automotive Mechanics must be certified New York State Heavy Equipment Inspectors.

E. All Highway Department employee calls to the Department shall be logged and given an identification number or code, which shall be provided to the employee at the time of the call.

F. The Town will offer a voluntary separation inventive to retirement eligible AHEA Members in 2027 and 2029, which shall provide a minimum of one (1) year of continued medical, dental, and vision insurance coverage.

G. All new hire provisions contained herein shall not apply to part-time employees who are members of the bargaining unit as of September 12, 2016.

H. [RESERVED]

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

J. If three (3) or more members of the AHEA unit excluding a crew chief are called in for any reason to work on a holiday, excluding Independence day or regularly prescheduled golf course overtime on holidays, a dispatcher from the unit will be called in and be present during the entire period during which the members are working.

ARTICLE 33

THE TOWN OF AMHERST HIGHWAY DEPARTMENT WORK RULES

INDEX

SECTION

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

SECTION 1

DUTIES OF EMPLOYEES – GENERAL

1.01 – Hours of Work Generally

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

(B) Employees leaving premises at lunch period will punch out when leaving and punch in upon returning.

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

1.02 Working through Lunch Period. Employees leaving premises at lunch period will punch out when leaving and punch in upon returning As agreed upon by the parties on April 7th, 2022, the following procedures shall apply when employees work through their ½ hour paid contractual lunch period:

A. If an employee works through the contractual ½ paid lunch period, that employee will be entitled to punch out at 3:00pm and will receive a contractual payment equivalent to ½ hour of pay at straight time.

B. As per current practice, an employee must be scheduled and work 6 hours or longer to be entitled to the paid lunch period and, therefore, must be scheduled for a workday of 6 hours to be entitled to punch out early and receive the ½ hour contractual payment at straight time. This would include employees that start their regular shift at 6am and weekend employees.

C. Excluded from this section are the mechanics and employees performing shop related jobs, all the other employees are covered by this section.

1.03 [RESERVED]

1.04 No employee will tamper with their time card or another employee's time card, or electronic sign in system, for any reason. Each employee will punch the employee's own card only, or will only sign in electronically for themselves. Employees shall not adjust or alter their location on any electronic device in order to punch in. Employees shall not adjust the clock on their electronic device used to sign in, in order to make it appear as if they are signing in on time. Any employee found guilty of tampering with their timecard or the timecard of another, of tampering with the electronic sign in system, or punching another employee's card, for any reason, will be subject to disciplinary measures. Failure of an employee to punch in or out requires written verification from a supervising crew chief.

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

b) When required by PESH and OSHA regulations, hard hats will be worn on all jobs during working hours by all employees.

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

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

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

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

1.09 Employees returning to the yard at the lunch period shall not do so before 12:00 o'clock noon, or at the end of the workday prior to 3:15 p.m., subject to the discretion of their respective crew chief. When return is necessary for refueling, the allotted time will be from 3:00 p.m. - 3:15p.m.

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

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

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

1.13 A. Discipline for not reporting to work shall not be enforced except as follows:

(1) Town-wide emergencies due to ice storms, wind storms or snow control or other Town-wide emergencies.

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

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

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

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

Discipline may be imposed as follows:

lst Offense	Written Warning
2nd Offense	½ Day Furlough – No Pay
3rd Offense	1 Day Furlough -No Pay
4th Offense	3 Day Furlough -No Pay
5th Offense	Discharge

1.14 CALL OUT PROCEDURE FOR EMERGENCY HIGHWAY WORK

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

(1) Employees will be called on their mobile cell phones that have been provided to the Town and offered the overtime in accordance with regular overtime wheel procedures, as outlined below in Section (B).
(2) The Town will not use the automated computer system and will make the calls directly to the employees, who will respond in the timeframe outlined in Section (B), below.

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

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

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

(3) If the telephone is answered:

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

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

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

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

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

(5) If the caller encounters an answering machine:

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

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

c) After being contacted, the employees will be allowed a nominal 40 minutes to arrive at the Highway Department, reporting for work. Punishment for being unavailable for emergency work (not sanding) per 3(c). 4, 6(a) or 6(b) above or for being late per 3(d) or 6(c) above, will be as follows:

1st Offense - Warning Letter

2nd Offense -	½ Day Furlough – No Pay
3rd Offense -	One Day Furlough - No Pay
4th Offense -	Three Day Furlough - No Pay
5th Offense -	Discharge

1.15 MANDATORY WEEKLY SANDING ASSIGNMENTS

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

1. The Superintendent shall establish three groups of employees from the AHEA constituting of at least twenty-four (24) persons each, comprised of MEO's, laborers, HMEO's, mechanics, working crew chiefs, and other classifications as needed, for salt/sand application operations. The Superintendent shall maintain three groups of twenty-six (26) employees until December 31st, 2029. Each group established by the Superintendent shall contain at least as many drivers as there are salt/ sand routes, but the composition of the salt/sand duty personnel lists will otherwise be at the discretion of the Superintendent.

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

3. Employees shall be on alert from Friday, 3:30 p.m. to the following Friday, 3:30 p.m. (including any holidays which occur during that period). Each group shall be on call for a period of eight (8) weeks for a total of twenty four (24) weeks. The starting group for each year shall be rotated so that no group will be required to be on call for the week containing Christmas two years in a row.

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

5. Sanding list on-call employees by seniority may be used for Salt Piling Operations and as noted in the Collective Bargaining Agreement in Work Rule 1.15(4). All employees on call will provide a current mobile phone number in order to be reached for the stand by pay.

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

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

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

9. You may substitute someone to take your place on a given night. However, it is the substitute's responsibility to be available at all times during the period of substitution and he or she is subject to

penalty for unavailability. Request for substitution must be made to the supervising crew chief on duty prior to 3:00 p.m. on the day in question. In all cases, substitutions are subject to approval by the supervising crew chief. Substitutions are made on a 24-hour basis only. The substitutes will be required to sign the substitute agreement.

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

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

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

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

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

15. The Crew Chief in charge is responsible for ordering out sanding crews, according to the assignment schedule for that week.

16. The employees on call are expected to be available immediately for sanding. They will be allowed a nominal time of forty (40) minutes to report to work from the time contacted.

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

18. [RESERVED]

19. If any salt, sand or plow is called outside of the stand-by period, a premium of three (3) hours of pay shall be added to the callout pay.

1.16 The misuse of two-way radio system is under law a misdemeanor. Any Highway Department employee found to have misused the radio system will be subject to appropriate discipline.

The use of hands-free audio devices will be permitted in Town vehicles only if their operation does not interfere with the operation of the Town radio. The parties agree that the use of one ear bud will be permitted, and the volume will be kept low. Misuse of a hands-free device including broadcast of audio over the Highway radio when the mike is keyed will result in removal of hands-free audio privileges from the employee(s) involved. The Town will not be held responsible or accountable for any loss or damage to these radios.

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

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

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

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

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

If after attending a rehabilitation program an employee is found to have violated Section 1.18, the Superintendent may, at his or her reasonable discretion, discharge the employee.

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

As part of the guidelines, the Superintendent has the reasonable discretion to order employees to refrain from parking Town vehicles in locations too near bars or restaurants which sell alcoholic beverages. A violation of a Superintendent's order, as referred to in this paragraph, will result in a warning letter being issued to the employee. Subsequent violations may result in further disciplinary action. The above shall not prohibit dining at such establishments without the consumption of alcohol.

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

SECTION 2

DUTIES OF LABORERS

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

2.02 It shall be clearly understood that the assigned truck driver is in charge of the vehicle at all times and relief driving shall be at his or her discretion.

2.03 Although the assigned driver shall not be held responsible for the actions of the relief driver, the employee shall at all times exercise normal caution and at his or her discretion shall direct the relief driver to return to status as helper.

SECTION 3

MOTOR EQUIPMENT OPERATORS & HEAVY MOTOR EQUIPMENT OPERATORS

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

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

A. time out + time in -- hours used

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

C. fuel used (total gallons)

D. oil used

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

F. job location

G. description of work

H. repairs required

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

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

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

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

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

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

3.09 Only HEOs, when normally available, shall operate hi-lifts. However, qualified MEOs may load trucks and perform other basic hi-lift functions only at the Highway Department site when HEOs are not available to perform such functions. Qualified MEOs shall mean individuals who are deemed by mutual agreement of the Town and A.H.EA. to be adequately trained and proficient in the basic operation of hi-lifts.

The Town and AHEA shall create a list of qualified MEOs who are permitted to operate hi-lifts in the manner described above under appropriate circumstances. MEOs who are not considered "qualified" to operate hi-lifts shall be evaluated and/or trained in the basic operation of hi-lifts for purposes of potentially being added to the aforementioned list of "qualified" MEOs. MEOs who do not wish to be evaluated or trained in basic operations of hi-lifts shall not be compelled to do so. Once an MEO has undergone appropriate evaluation and training in the basic operation of hi-lifts, and is deemed "qualified" as defined above, he or she shall be added to the list of "qualified" MEOs.

Any time spent by MEOs training in the basic operation of hi-lifts as described above will be credited and counted as training time for purposes of attaining HEO status pursuant to the collective bargaining agreement.

3.10 An HEO will be called in whenever conditions necessitate sending out five (5) or more trucks.

SECTION 4

DUTIES OF EMPLOYEES - CREW CHIEFS

4.01 The crew chiefs' responsibility is to the Town of Amherst and the Superintendent of Highways. They represent the Superintendent on various matters of public concern and are, therefore, expected to conduct themselves in a businesslike, courteous, self-disciplined manner, no matter how trying the circumstances.

4.02 The crew chiefs' attitude transfers itself to the employees under their supervision. They are expected to exercise authority without harassment and public embarrassment; respect can be earned without loss of morale by using good judgment in your decisions and by treating your employees fairly and with respect.

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

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

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

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

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

SECTION 5

CARE AND MAINTENANCE OF EQUIPMENT

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

A. oil level

B. radiator coolant level

C. hose connections

D. running emergency lights and reflectors

E. brakes (including air system, if applicable)

F. tires

G. windshield wipers

H. mirrors - side and rear views plus over-all general condition of the machinery assigned to their cars (see section on plow equipment -5.20)

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

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

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

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

5.05 Vehicles will be parked with the parking brake applied.

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

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

5.08 Drivers will be held responsible for the cleanliness of the truck cab. Vehicle interior will be leaned daily by the driver assigned to that particular vehicle. Accumulation of magazines, newspapers, and oil rags will not be permitted.

SNOW PLOW & SANDING EQUIPMENT

5.09 When this equipment is in use, it is the responsibility of the operator to check cutting edges, plow and wing shoes, wing arm bolts, and general condition of equipment at least every three hours.

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

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

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

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

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

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

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

SECTION 6

REST PERIOD

6.01 A single rest period will be taken during the workday and shall be limited to twenty (20) minutes.

6.02 When possible, the break may be taken as close to the middle of the morning work period as is practical.

6.03 Depending upon the circumstances of a specific job, a crew chief at his or her option may decide:

A. The exact location of break;

B. the time the break may be taken (subject to 6.02 above); and

C. to send one employee to pick up coffee for the remainder of

the crew.

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

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

SECTION 7

PROMOTIONS AND JOB QUOTAS

7.01 Promotions to positions in a higher classification will depend upon:

A. seniority, skill, competence, ability. co-operation, productivity and dependability.

7.02 Final determination will be made by the Superintendent based upon a fair and non-discriminatory application of the above criteria and after a conference with a crew chief, supervising crew chief and an AHEA representative. Such determination shall be reviewable for compliance with contractual provisions pursuant to Article 22; however, nothing herein shall be construed to compromise or limit any discretion allowed to the Highway Superintendent under the collective bargaining agreement.

7.03 Any employee bidding on and accepting promotion to either a higher category or to operate equipment who subsequently rejects such bid is thereafter ineligible to bid on any other promotion for a period of 12 months from date of rejection.

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

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

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

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

ARTICLE 34

AGREEMENTS RE EXCLUSIVITY

A. Bargaining Unit Members have the exclusive right to the hauling of material (by dump Tractor Trailer, Tandem Dump, single axle dump, one-ton dump (baby Dump), packer or any other dump style truck acquired by the Town, used by the Highway/Parks Department in the Town of Amherst (Town).

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

B. Bargaining Unit Members have the exclusive right to any drainage work performed by the Town of Amherst within the Town of Amherst and such work will be performed by members of the AHEA unit.

C. Bargaining Unit Members have the exclusive right to the performance of the construction, installation, replacement, extension, repair, cleaning of any part of or addition to existing drainage systems that are the responsibility of the Town of Amherst, except the installation of new drainage systems in new developments undertaken by the developer and the repair of existing receivers.

D. After meeting with the Town to discuss prospective drainage projects, the AHEA will respond to the Town regarding its position on potential exclusivity of the work involved within ten (10) working days of any such meeting, or be foreclosed from raising any objection.

E. Bargaining Unit Members have the exclusive right to any masonry work performed on entrance walls within the Town's jurisdiction by the Town within the Town of Amherst and such work on masonry walls will be performed by members of the AHEA unit.

F. Qualified AHEA employees will be used to perform all repair work on Town owned historic entranceways. (The AHEA does not have the exclusive right to rebuild or make major repairs on historic entrance walls within the Town's jurisdiction, and the Town retains the right to hire contractors to perform such masonry work.)

G. Bargaining Unit Members have the exclusive right to perform routine maintenance, upkeep and minor repairs on historic entrance walls within the Town's jurisdiction, but the Town retains the right to use contractors to rebuild or make major repairs on historic walls within the Town's jurisdiction. (The AHEA retains the exclusive right to perform routine maintenance, upkeep and minor repairs on historic entrance walls within the Town's jurisdiction.)

H. The Town will use AHEA unit members perform all overtime tree trimming work

(i.e. work commenced after 3:30 p.m. Monday through Friday, or commencing on weekends or holidays), unless the nature of the work is too hazardous and poses danger or risk of injury to the AHEA members.

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

(2) If an outside contractor is hired to work "in the bucket" and requires additional outside personnel be hired to assist the bucket person, the Town shall still use employees in the AHEA unit to perform any other tree trimming work, including ground work, beyond that which is to be performed by the contractor's crew (not to exceed one bucket person and a laborer, or two laborers if required by the contractor).

I. The Amherst Highway Employees Association (AHEA) does not have the exclusive right to haul the following: Salt, millings when Town equipment is not available to keep up with the milling machine and hot asphalt when private contractors are used for paving.

J. If the AHEA is successful in demonstrating that the Town of Amherst contracted out drainage work exclusive to the unit as defined in paragraph B or C, the Arbitrator shall have the authority to award any damages deemed appropriate, including costs and attorney's fees.

K. This Article reflects agreements which have been reached regarding certain areas of exclusivity, but does not constitute an exhaustive list of all work exclusive to AHEA **or exclusions where applicable**.

ARTICLE 35

RESIDENCY

Following twenty (20) years of 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 40-mile radius (excluding Canada) of the Town of Amherst Highway Department, currently located at 1042 N. Forest Road, Williamsville, NY.

ARTICLE 36

EFFECTIVE DATE

The effective date of this agreement shall be January 1, 2025 and the agreement shall continue in full force and effect for a period of nine years thereafter through December 31, 2029 unless extended or modified by mutual agreement of the parties. Notice of intent to change or amend the provisions of this agreement shall be served in writing by the party desiring such change or amendment to the other party 180 days prior to said expiration date. Shall neither party to this agreement send a notice of intent to change or amend this agreement as herein provided, then this agreement shall be considered to have been automatically renewed for another year.

IN WITNESS WHEREOF, the parties have set their hands and seals this

31st day of August, 2026

TOWN OF AMHERST

By _____ By: _____

(Supervisor) (Director of Human Resources)

AMHERST HIGHWAY EMPLOYEES ASSOCIATION, INC.

By _____ By: _____

(President) (Secretary)

SCHEDULE A

AHEA Wage Schedule - 2025 thru 2029

The following titles shall be paid in accordance with the following Pay Grades, as outlined below:

2025	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1	17.09	17.97	18.85	19.81	20.79	21.84	22.90	24.04	25.26	28.63	
Grade 2	20.43	21.36	22.31	23.32	24.35	25.45	26.60	27.80	29.04	30.36	
Grade 3	21.03	21.98	22.94	23.96	25.07	26.21	27.37	28.60	29.91	31.62	
Grade 4	21.80	22.75	23.71	24.73	25.84	26.98	28.14	29.37	30.68	32.39	
Grade 5	22.07	23.06	24.12	25.19	26.33	27.51	28.74	30.05	31.42	33.48	
Grade 6	22.83	23.84	24.89	26.05	27.21	28.44	29.85	31.04	32.43	34.74	
Grade 7	24.45	25.61	26.77	28.01	29.27	30.63	32.03	33.53	35.08	37.50	
2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1			19.23	20.21	21.21	22.28	23.36	24.52	25.77	29.20	
Grade 2			22.76	23.79	24.84	25.96	27.13	28.36	29.62	30.97	
Grade 3			23.40	24.44	25.57	26.73	27.92	29.17	30.51	32.25	
Grade 4			24.18	25.23	26.36	27.52	28.70	29.96	31.29	33.04	
Grade 5			24.60	25.69	26.86	28.06	29.32	30.65	32.05	34.15	
Grade 6			25.39	26.57	27.75	29.01	30.45	31.66	33.08	35.44	
Grade 7			27.31	28.57	29.86	31.24	32.67	34.20	35.78	38.25	
2027	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1			19.76	20.76	21.79	22.89	24.00	25.20	26.47	30.01	30.46
Grade 2			23.38	24.44	25.52	26.67	27.88	29.14	30.44	31.82	32.30
Grade 3			24.04	25.11	26.28	27.47	28.69	29.97	31.35	33.14	33.64
Grade 4			24.85	25.92	27.08	28.28	29.49	30.78	32.15	33.95	34.46
Grade 5			25.28	26.40	27.60	28.83	30.12	31.49	32.93	35.09	35.62
Grade 6			26.09	27.30	28.52	29.81	31.28	32.53	33.99	36.41	36.96
Grade 7			28.06	29.36	30.68	32.10	33.57	35.14	36.77	39.30	39.89
2028	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1			20.45	21.49	22.55	23.69	24.84	26.08	27.40	31.06	31.99
Grade 2			24.20	25.30	26.41	27.61	28.85	30.16	31.50	32.93	33.92
Grade 3			24.88	25.99	27.19	28.43	29.69	31.02	32.44	34.30	35.33
Grade 4			25.72	26.83	28.03	29.27	30.52	31.86	33.28	35.13	36.19
Grade 5			26.16	27.32	28.56	29.84	31.18	32.60	34.08	36.32	37.41
Grade 6			27.00	28.26	29.52	30.85	32.38	33.67	35.18	37.68	38.81
Grade 7			29.04	30.38	31.75	33.23	34.74	36.37	38.05	40.68	41.90
2029	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1			21.16	22.24	23.34	24.52	25.71	26.99	28.36	32.14	33.59
Grade 2			25.05	26.18	27.34	28.57	29.86	31.21	32.60	34.09	35.62
Grade 3			25.75	26.90	28.15	29.43	30.73	32.11	33.58	35.50	37.10
Grade 4			26.62	27.76	29.01	30.29	31.59	32.97	34.44	36.36	38.00
Grade 5			27.08	28.28	29.56	30.89	32.27	33.74	35.28	37.59	39.28
Grade 6			27.94	29.25	30.55	31.93	33.51	34.85	36.41	39.00	40.76
Grade 7			30.05	31.45	32.86	34.39	35.96	37.64	39.38	42.10	44.00

Grade 1 Cleaner, Watch Attendant, Laborer
Grade 2 Auto Mech Helper, Maint. Worker
Grade 3 Senior Maint Worker B, Sign Painter, Tree Trimmer, Carpenter
Grade 4 MEO, Mason
Grade 5 Sr. Maint Worker A, Electrician
Grade 6 Laborer Crew Chief, HMEO, Auto Mechanic
Grade 7 Working Crew Chief

SCHEDULE B

RELEVANT AGREEMENTS AND INSURANCE REFERENCES

TOWN OF AMHERST
DEPARTMENT OF HUMAN RESOURCES

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7025
FAX 716-631-7065

Memorandum of Agreement between the Town of Amherst and the Amherst Highway Employees Association, Inc., Dated December 5th, 2025

The Town of Amherst (hereinafter "Town"), a municipal corporation within the meaning of New York State Law, and the Amherst Highway Employees Association, Inc., (hereinafter "AHEA" or "Union"), an employee organization organized pursuant to Article 14 of the New York State Civil Service Law (hereinafter collectively referred to as "Parties"), are parties to a Collective Bargaining Agreement (hereinafter "CBA"), which expired on December 31st, 2024, and a subsequent Memorandum of Understanding (hereinafter "MOU"), which modified the terms of the CBA and extended it through December 31st, 2029, wish to enter into an Agreement permitting the Town to run certain supplemental pays on regular payroll checks.

WHEREAS; the Internal Revenue Service, through Internal Revenue Service Publication 15, has specific rules on the withholding rates for supplemental pays for employees;

WHEREAS; the Town is required to comply with all IRS regulations;

WHEREAS; since the recent MOU has been ratified, the office of the Comptroller for the Town has sent out notice to all Town department heads and union presidents, attached as **Attachment 1**, explaining that supplemental checks may be taxed at a rate higher than what was previously taxed unless such supplemental pays are put on a regular paycheck; and

WHEREAS; several types of pay received by AHEA employees are generally paid on supplemental checks;

Now, therefore, be it resolved that:

1. AHEA has requested that any supplemental pays be paid on one check along with regular payroll.

2. Notwithstanding any inconsistent provision of the CBA, MOU, and recent MOU, the Town will, after the execution of this Agreement, add any supplemental pays (including, but not limited to, clothing allowance, longevity, sold vacation, and health insurance waivers), to regular payroll instead of a separate check and will withhold pay as required by state and federal law, as partially outlined in IRS Publication 15.

3. The Town may, at its sole election and upon thirty days' notice to the Union, revert the supplemental pays back to a separate check.

4. The Town makes no representations relating to the tax liability implications for the individual employee based on this Agreement.

For the Town of Amherst:

Robert P. McCarthy
Director, Human Resources
Town of Amherst

Dated: 12/9/25

For the AHEA:

Rich Shively
President
AHEA

Dated: 12/5/25

Attachment 1

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7025
FAX 716-631-7065

TO:	Town of Amherst Department Heads Richard Shivley, AHEA President Michael Germain, AEA President Justin Woodruff, CFAOA President William Julicher, APC President Robert Klumpp, CSEA President
FROM:	Jennifer Adams, Interim Comptroller Robert McCarthy, Director of Human Resources
DATE:	November 20, 2025
RE:	Supplemental Paychecks

Please be advised, that effective December 12, 2025, pursuant to Internal Revenue Service ("IRS") Publication 15 (2025), supplemental wages paid on a separate check from your regular wages will be withheld at a 22% rate for Federal and 11.7% for State. This may be higher than your general withholding tax rate or the withholding rate you've had in the past on supplemental pays. All other types of withholding remain unchanged.

The types of pay impacted by this memo are as follows for all employees:

1. Longevity.
2. Sold vacation.
3. Health insurance waivers.
4. Clothing allowances.
5. Sold accrued time – Amherst Police Club Only.
6. Education Incentive – Amherst Police Club Only.

Union Presidents may contact Human Resources to create a MOU to put all wages on a single check to avoid supplemental taxes.

MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

Dated: 2/9/01

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

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

Thomas Wik
Highway Superintendant
Town of Amherst

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

SETTLEMENT AGREEMENT

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

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

2. The parties agree that, as of the date of this agreement, the election work over which the Amherst Town Clerk has assignment discretion is as follows:

   a) Picking up materials from the Erie County Board of Elections in advance of election day and delivering those materials to the Town;

   b) Delivering election materials to the appropriate polling site at the time the voting machines are moved to designated polling sites;

   c) Returning the materials the day following the election to the Erie County Board of Elections.

   d) Moving existing voting machines when ten or fewer machines need to be moved.

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

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

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

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

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

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

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

Susan K. Jaros
Amherst Town Clerk

Jeffrey N. Kobus
President, AHEA

Robert McCarthy
Director, Town of Amherst Personnel

Jonathan Johnson, Esq.

September 30, 2004

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

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

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

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

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

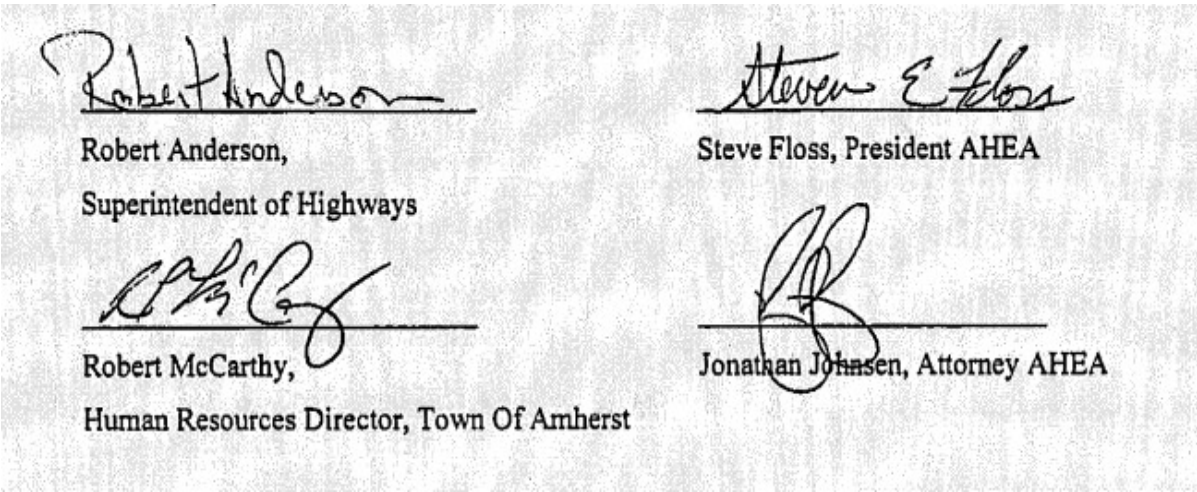
4. The Town will use a voicemail messaging system to accept all calls from Highway Department employees and the Town agrees that calls to such voicemail messaging system shall be considered the same as reaching a live person for all purposes under the collective bargaining agreement between the Town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

5. If three (3) or more members of the AHEA unit excluding a Crew Chief are called in for any reason to work on a holiday, a dispatcher from the AHEA unit will be called in and be present during the entire period during which the members of the unit are working;

6. This agreement shall not pertain to the Independence Day holiday golf course protection work, or regularly pre-scheduled golf course overtime on holidays.

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

Dated: May 9, 2008



Robert Anderson,
Superintendent of Highways

Steve Floss, President AHEA

Robert McCarthy,
Human Resources Director, Town Of Amherst

Jonathan Johnsen, Attorney AHEA

MEMORANDUM OF AGREEMENT

With regard to the payment of holiday pay for part-time bargaining unit members, the Town of Amherst (hereinafter the "Town") and the Amherst Highway Employees Association, Inc. (hereinafter the "A.H.E.A.") agree as follows:

1. Any AHEA part-time worker that is regularly scheduled to work on a designated Town of Amherst holiday shall earn holiday pay to be paid at time and a half for the actual hours worked on that holiday. The holiday pay shall be paid as straight time for the hours worked.

2. If the part-time employee is regularly scheduled to work on a town designated holiday and is not required to work on that day, the employee shall receive the amount of hours they were regularly scheduled to be paid as straight time.

3. Any holiday hours that a part-time employee is paid for but does not actually work shall not count towards their weekly hour maximum limit. Only hours actually worked by the employee shall count toward the limit.

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

Dated 11/30/16

Patrick G. Lucey
Amherst Highway Superintendent

Steven Floss
President, AHEA

Memorandum of Agreement

Vacation time notification

1. The Highway Superintendent agrees to allow any A.H.E.A. employee to request a whole, half or quarter vacation day with less than a 48 hour notice. The employee must first have the vacation time available, than receive permission from their General Crew Chief and, if granted, the Deputy Highway Superintendent or Highway Superintendent must authorize the time off.

2. If an employee is granted a half or quarter vacation day the AHEA agrees that the vacation time will begin when the employee punches out and will end after the vacation time ends. Any employee that uses a half or quarter vacation day will only be deemed on vacation from the punch out time until such time that the vacation time ends, even if the request was made 48 hours or longer.

3. If an employee is granted a whole vacation day with less than 48 hours' notice the employee will be deemed to be on vacation from the time their vacation starts until 11:59 P.M. of that day. If the employee is granted a whole vacation day with 48 hours or more of notice the rules apply according to Article 12 (c) (2) of the contract.

4. The vacation time that can be used in half or quarter increments must follow the rules set forth in Section 8 (8.04) of the contract.

Dated: July 13, 2017

Patrick G. Lucey	Steven Floss
Amherst Highway Superintendent	President, AHEA

Settlement Agreement
Between the
Town of Amherst
and the
Amherst Highway Employees Association, Inc.

In settlement of the dispute that arose over the use of non-bargaining unit employees to plow and or salt, the Town of Amherst ('the Town") and the Amherst Highway Employees Association, Inc. ("AHEA") agree as follows:

1. The AHEA has the exclusive right to the plowing and salting conducted by the Town of Amherst on the roads in the Town of Amherst;

2. The parties agree that any plowing or salting work that was conducted in the past does not affect the exclusively of such work to AHEA and such exclusivity has not been compromised by the performance of such work by non-unit members.

3. The Town of Amherst will negotiate with the AHEA regarding any use of non-unit employees to perform exclusive work prior to the performance of such work.

Dated: 8-31-2018

Patrick Lucy,
Highway Superintendent,
Town of Amherst

Dated: 8/31/18

Steve Floss,
President
Amherst Highway Employees Assoc., Inc.

Robert P. McCarthy,
Director of Human Resources
Town of Amherst

AGREEMENT REGARDING GPS USE

Between the Town of Amherst and the Amherst Highway Employees Association, Inc.

The Town of Amherst (the "Town") and the Amherst Highway Employees Association, Inc. ("AHEA") hereby agree as follows:

WHEREAS, the Town has installed GPS units in certain Town vehicles and will continue to install GPS units in Town vehicles;

WHEREAS, the Parties have met and bargained over the use of GPS data for purposes of disciplinary proceedings;

WHEREFORE, the Parties agree as follows:

1. Any data received or recorded from a GPS unit or other type of tracking device installed in a Town vehicle shall not be monitored or used for instituting disciplinary procedures, except where an employee has intentionally committed malicious damage to the Employer's equipment;

2. Any data acquired by or preserved by a GPS unit or other type of tracking device thirty (30) days or more prior to the date of any substantiated complaint alleging an infraction, or any time after the alleged infraction, shall not be admissible in any disciplinary proceeding brought against a unit member;

3. Any data acquired by or preserved by a GPS unit or other type of tracking device within thirty (30) days of the date of any substantiated complaint alleging an infraction, shall only be used for supporting or refuting the alleged infraction at issue.

4. Any data acquired by and preserved by any tracking device may be used for all other lawful purposes.

Dated: 10/12/18

Robert P. McCarthy
Director of Human Resources
Town of Amherst

Dated: 10/16/18

Steve Floss
President
Amherst Highway Employees Assoc., Inc.

Patrick Lucey 10-18-2018

Patrick Lucey
Superintendent of Highways
Town of Amherst

10/12/18

Jonathan Johnsen
Attorney
Amherst Highway Employees Assoc., Inc.

Memorandum of Agreement
Between
Town of Amherst and the Amherst Highway Employees Association

Wearing shorts during work days

The Amherst Highway Superintendent will allow AHEA employees the opportunity to wear authorized work shorts during working hours. The employees must also wear authorized work shoes and socks. No gym shorts, bathing suits or cutoff jeans will be allowed. No inappropriate or offensive clothing will be permitted.
No sneakers, sandals or any non-work type shoes will be allowed.
All employees should take precautions against the possibility of exposure to ticks, mosquitos, bugs and sun exposure. All employees will be responsible to use bug repellent, sun screen and whatever else may be needed for skin protection. The Town of Amherst will not provide any personal skin protections.

If any employee wears any clothing that is inappropriate they will have to "clock out" and will be sent home to change their clothing. The Highway Superintendent will be the judge of what is appropriate.

It is strongly recommended that all employees bring long pants to work with them in case they have to change to adapt for job duties.

The proposed period will be in effect from June 1st through September 30th of each summer season. The Highway Superintendent at his discretion can end this agreement at any time.

Dated: 6-30-2020

Patrick Lucey

Patrick Lucey
Superintendent of Highways

Date: 6/30/20

Glenn Attanasio
President - AHEA

Settlement Agreement
Between the
Town of Amherst
and the
Amherst Highway Employees Association, Inc.

In full settlement of Grievance 2021 – 03, and any other related grievances regarding the work performed on Town golf courses, the Town of Amherst ("the Town") and the Amherst Highway Employees Association, Inc. ("AHEA") agree as follows:

1. Effective upon the signing of this Settlement Agreement, the Town agrees to eliminate Step 1 for all Job Grades of the current Salary Schedule for AHEA bargaining unit employees.

2. Effective calendar year 2021, the Town shall maintain, as a minimum, a staffing level of 134 full time AHEA bargaining unit members.

3. Effective calendar year 2022, the Town shall maintain, as a minimum, a staffing level of 135 full time AHEA bargaining unit members.

4. Effective calendar year 2023, the Town shall maintain, as a minimum, a staffing level of 136 full time AHEA bargaining unit members.

5. Effective calendar year 2024, the Town shall maintain, as a minimum, a staffing level of 137 full time AHEA bargaining unit members.

6. Effective calendar year 2025 and thereafter, the Town shall maintain, as a minimum, a staffing level of 138 full time AHEA bargaining unit members.

7. Should the number of full time employees in the AHEA bargaining fall below the appropriate minimum staffing levels, the Town and the Highway Superintendent shall make every practical good faith effort to hire a replacement employee or replacement employees within a sixty (60) day period to maintain the required minimum staffing level.

8. The Town agrees that no permanent employees in the bargaining unit up to the minimum staffing number in effect at the time shall be laid off or involuntarily transferred out of the bargaining unit.

9. In the event an arbitrator rules that the Town has violated the minimum staffing provisions of this agreement by failing to keep employment above such minimum staffing or by failing to make every practical good faith effort to fill a vacancy to maintain the minimum staffing level in a timely manner, the arbitrator may, as an appropriate remedy, direct the Highway Superintendent to hire an employee or employees, together with any other further relief directed by the arbitrator.

10. In consideration for the above, the parties agree as follows:

A. Any and all previous agreements, settlements, memoranda of understanding and/or collective bargaining agreement provisions regarding any work performed at all current or future Town golf courses shall be deemed null and void.

B. AHEA shall relinquish all rights to claims of exclusivity for any Town golf course work in the future.

C. The Town shall maintain the unrestricted right to have any and all golf course work performed in the manner in which it deems appropriate into perpetuity.

Dated: 10/18/21

Brian J. Kulpa
Town Supervisor
Town of Amherst

Dated: 10-18-21

Glenn Attanasio
President
Amherst Highway Employees Assoc., Inc.

Memorandum of Agreement

Between the Amherst Highway Superintendent of Highways and the A.H.E.A.

RE: standby period

The Amherst Highway Superintendent and Glen Attanasio – President of the A.H.E.A. agree that in 2021 the standby period for salting will begin on Friday October 29,2021 at 1530 hours and end on April 1, 2022 at 1530 hours.

Starting in November 2022 the standby period will begin on the first Friday of the month at 1530 hours and end on the first Friday in April at 1530 hours.

These changes will be permanent in the A.H.E.A. bargaining agreement.

Date: 10-20-21

Patrick Lucey
Amherst Superintendent of Highways

Glenn Attanasio
President A.H.E.A.

Memorandum of Agreement

Whereas, the Town of Amherst, New York and the Amherst Highway Employees Association, Inc. seek to allow employees to work through their ½ hour paid contractual lunch period and punch out ½ hour earlier at the end of the day, the parties hereby agree as follows:

1. If an employee works through the contractual ½ hour paid lunch period, that employee will be entitled to punch out at 3:00 p.m. and will receive a contractual payment equivalent to ½ hour of pay at straight time.

2. As per current practice, an employee must be scheduled and work 6 hours or longer to be entitled to the paid lunch period and, therefore, must be scheduled for a workday of 6 hours to be entitled to punch out early and receive the ½ hour contractual payment at straight time. This would include employees that start their regular shift at 6am and weekend employees.

3. Excluded from this agreement are the mechanics and employees performing shop related jobs, all the other employees are covered by this agreement.

Dated: 4-7-2022

Glenn M. Attanasio, President
Amherst Highway employees Association, Inc.

Dated: 4-7-2022

Patrick G. Lucey, Highway Superintendent,
Town of Amherst

Dated: 4/8/22

Robert P. McCarthy, Esq.,
Director of Human Resources
Town of Amherst

MEMORANDUM OF AGREEMENT

WHEREAS, the undersigned are parties to a Memorandum of Agreement regarding the training of Motor Equipment Operators(MEOs) and Heavy Equipment Operators (HEOs) dated 9/9/2003; and

WHEREAS, such agreement provides that MEOs who have successfully completed the MEO training program shall receive HEO rates for all hours driving and operating a Double-Wing Plow, a Road Sweeper and/or a Tree Truck; and

WHEREAS, the parties desire to add additional pieces of equipment to such list;

Therefore, the parties agree as follows:

1. Any MEO who successfully completed the training program shall, in addition to the equipment listed in the training agreement, be paid HEO rate for operating a grapple style truck or a combination storm sewer flushing truck(example VAC-CON or VACALL).

Patrick G. Lucey
Highway Superintendent
Town of Amherst NY

Glenn Attanasio, President
Amherst Highway Employees Association

Robert P. McCarthy
Director of Human Resources
Town Of Amherst NY

A Look at Your VSP Vision Coverage

With VSP and TOWN OF AMHERST, your health comes first.



Enroll in VSP®Vision Care to get access to savings and personalized vision care from a VSP network doctor for you and your family.

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Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras which provide offers from VSP and leading industry brands totaling over $3,000 in savings.

Provider choices you want.
With thousands of choices, getting the most out of your benefits is easy at a VSP Premier Edge™ location.

Shop online and connect your benefits.
Eyeconic®is the preferred VSP online retailer where you can shop in-network with your vision benefits. See your savings in real time when you shop over 70 brands of contacts, eyeglasses, and sunglasses.

Quality vision care you need.
You'll get great care from a VSP network doctor, including a WellVision Exam® An annual eye exam not only helps you see well, but helps a doctor detect signs of eye conditions and health conditions, like diabetes and high blood pressure.

Using your benefit is easy!
Create an account on **vsp.com** to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with Exclusive Member Extras. At your appointment, just tell them you have VSP.

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40%
Savings on lens enhancements‡

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Your VSP Vision Benefits Summary

TOWN OF AMHERST and VSP provide you with an affordable vision plan.

PROVIDER NETWORK:
VSP Signature

EFFECTIVE DATE:
09/01/2023

BENEFIT	DESCRIPTION	COPAY	FREQUENCY
Your Coverage with a VSP Provider			
WELLVISION EXAM	• Focuses on your eyes and overall wellness	$15	Every 12 months
ESSENTIAL MEDICAL EYE CARE	• Retinal screening for members with diabetes • Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more. • Coordination with your medical coverage may apply. Ask your VSP doctor for details.	$0 per screening $20 per exam	Available as needed
PRESCRIPTION GLASSES		$25	
FRAME+	• $220 featured frame brands allowance • $200 frame allowance • 20% savings on the amount over your allowance	Included in Prescription Glasses	Every 24 months
LENSES	• Single vision, lined bifocal, and lined trifocal lenses • Impact-resistant lenses for dependent children	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	• Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 40% on other lens enhancements	$0 $80 - $90 $120 - $160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	• $130 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation)	Up to $60	Every 12 months
LIGHTCARE™+	• $200 allowance for ready-made non-prescription sunglasses, or ready-made non-prescription blue light filtering glasses, instead of prescription glasses or contacts	$25	Every 24 months
EXTRA SAVINGS	**Glasses and Sunglasses** • Extra $20 to spend on featured frame brands. Go to **vsp.com/offers** for details. • 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.		
	Routine Retinal Screening • No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam		
	Laser Vision Correction • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities		

YOUR COVERAGE GOES FURTHER IN-NETWORK

With so many in-network choices, VSP makes it easy to get the most out of your benefits. You'll have access to preferred private practice, retail, and online in-network choices. Log in to **vsp.com** to find an in-network provider.

†Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change.
‡Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.
+Coverage with a retail chain may be different or not apply.

VSP guarantees member satisfaction from VSP providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business. TruHearing is not available directly from VSP in the states of California and Washington.

To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on **vsp.com**.

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VSP, Eyeconic, and WellVision Exam are registered trademarks, and VSP LightCare and VSP Premier Edge are trademarks of Vision Service Plan. Flexon and Dragon are registered trademarks of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners. 102898 VCCM

Classification: Restricted

Town of Amherst

Dental Guard II Preferred

In – Network

100%	100%	100%*
Preventative Services	**Basic Services**	**Major Services**
Emergency Visit Oral Examinations X-rays Teeth Cleaning **For Children:** Fluoride Treatments Topical Sealants Space Maintainers Harmful Habit Appliances	Fillings Amalgam, Silicate & Acrylic Periodontic Services Oral Surgery Root Canal Bridgework & Crowns Maintain Bridgework & Dentures Acrylic/Plastic Crowns	Porcelain Fillings & Crowns Installation of Dentures & Bridgework Implants* *Covered at 50%
$1500 Per Person Calendar Year Maximum		

Out – of - Network

100%	70%	50%
Preventative Services	**Basic Services**	**Major Services**
Emergency Visit Oral Examinations X-rays Teeth Cleaning **For Children:** Fluoride Treatments Topical Sealants Space Maintainers Harmful Habit Appliances	Fillings Amalgam, Silicate & Acrylic Periodontic Services Oral Surgery Root Canal Bridgework & Crowns Maintain Bridgework & Dentures Acrylic/Plastic Crowns	Porcelain Fillings & Crowns Installation of Dentures & Bridgework
$750 Per Person Calendar Year Maximum		

	Paid by the Guardian
	Paid by the Employee

Child Orthodontia: In – Network Only/ 50% Paid by Guardian, 50% Paid by Employee

$2000 Lifetime Maximum

Independent Health
Dedicated to Making a Difference
511 Farber Lakes Drive, Buffalo, New York 14221 716 631 3001 www.independenthealth.com

Group Name: Town of Amherst

Benefit Summary

	PPO		
	In-Network	Out-of-Network	Additional Information
Preventive Services			
Bone mineral density measurements or tests Cholesterol test (lipid panel) Colonoscopy and sigmoidoscopy Contraceptive Drugs, Devices and Counseling Immunizations Mammogram Pap smear Physical exam Prenatal and one postpartum visit Prostate test (Prostate Specific Antigen "PSA") Well child visit Well Woman visit	$0	Deductible then 20% coinsurance	All preventive services are covered in full with $0 member liability when performed by a participating provider.
Physician and Other Services			
Primary Office Visit	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	Children up to age 19
Specialist Office Visit	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Allergy Testing & Treatment	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Outpatient Surgical Procedures (in physician's office)	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Emergency & Urgent Care Services			
Emergency Room	$35 copay/visit	$35 copay/visit	Waived if admitted
Ambulance	$50 copay/trip	$50 copay/trip	Must be deemed medically necessary
Participating After Hours Care Centers	Adults: $5 copay/visit Children: $0 copay/visit	Not Applicable	
Hospital Services			
Inpatient Hospital	$0 copay/admission	Deductible then 20% coinsurance	Semi-private room, per admission
Inpatient Hospital: Physician/Surgeon Fees	$0 copay/visit	Deductible then 20% coinsurance	
Outpatient Surgical Procedures (Facility)	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	
Outpatient Surgical Procedures (Facility): Physician/Surgeon Fees	Adults: $0 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	
Skilled Nursing Facility	$0 copay/admission	Deductible then 20% coinsurance	Semi-private room, per admission Up to 45 days per contract
Diagnostic TestingServices			
Laboratory Testing	$0 copay/visit	Deductible then 20% coinsurance	
EKG	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Routine Radiology	$5 copay/visit	Deductible then 20% coinsurance	

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Benefit Summary

	PPO		
	In-Network	Out-of-Network	Additional Information
Diagnostic TestingServices			
Advanced Radiology	$5 copay/visit	Deductible then 20% coinsurance	Radiology services, other than X-rays, including but not limited to MRI, MRA, CT Scans, myocardial perfusion imaging and PET Scans.
Maternity Services			
Physician Services: Prenatal and Postnatal Care	$0 copay/visit	Deductible then 20% coinsurance	No charge after the initial diagnosis
Inpatient Maternity	Delivery: $0 copay/admission Physician: $0 copay/procedure	Deductible then 20% coinsurance	Semi-private room, per admission
Mental Health & Substance Abuse			
Inpatient Mental Health	$0 copay/admission	Deductible then 20% coinsurance	Semi-private room, per admission
Outpatient Mental Health	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	
Inpatient Substance Abuse - Rehab	$0 copay/admission	Deductible then 20% coinsurance	Semi-private room, per admission
Inpatient Substance Abuse - Detox	$0 copay/admission	Deductible then 20% coinsurance	Semi-private room, per admission
Outpatient Substance Abuse	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	
Diabetic Supplies and Services			
Diabetic Equipment (e.g. Blood glucose monitor, etc.)	$0 copay	Deductible then 20% coinsurance	
Insulin and Other Oral Agents	Please see pharmacy benefit .	Deductible then 20% coinsurance	
Diabetic Medical Supplies (Test Strips, Syringes, etc.)	$0 copay	Deductible then 20% coinsurance	Up to a 30 day supply
Rehabilitation Services			
Chiropractic Services	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Physical - Occupational - Speech Therapies	$15 copay/visit	Deductible then 20% coinsurance	Up to 30 visits per contract year
Cardiac Rehabilitation	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	Up to 36 visits per event Children: Up to age 19
Pulmonary Rehabilitation	$5 copay/visit	Deductible then 20% coinsurance	Up to 24 visits per contract year
Additional Services			
Durable Medical Equipment	20% coinsurance	Deductible then 50% coinsurance	
Prosthetics and Appliances	$0 copay	Deductible then 50% coinsurance	
Chemotherapy	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Home Health Care	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	Up to 40 visits per contract year

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Benefit Summary

	PPO		
	In-Network	**Out-of-Network**	**Additional Information**
Prescription Drug Coverage			
Prescription Plan	$1/$10/$25	Not Covered	Must be fill at a participating pharmacy
Maintenance Medications	$2.50/$25/$62.50	Not Covered	Mail order must be obtained from a participating Mail Order Pharmacy. Retail pharmacy must be filled at participating Pharmacy
Vision Services			
Medical Eye Exam	Adults: $5 copay/visit Children: $0 copay/visit	Deductible then 20% coinsurance	Children: Up to age 19
Routine/ Refractive Exam	$15 copay/visit	Not Covered	Once every 12 months
Standard Plastic Lenses	Single: $50 Bifocal: $70	Not Covered	Contact EyeMed for additional options at 1-877-842-3348
Frames	40% discount	Not Covered	Discount is based on retail pricing
Conventional Contact Lenses	15% discount	Not Covered	Materials only
Laser Vision Correction	20% copayment	Not Covered	Up to $1000 per eye
Dental Services			
Preventive and Routine	Not Covered	Not Covered	
Accidental Dental	Based on services rendered	Based on services rendered	Must be deemed medically necessary
Dependent Coverage			
Dependent Eligibility	26	26	Up to the end of the birthday month
General Information			
Deductible	Not Applicable	$100/$200	
Coinsurance	Applies Where Indicated	20%	
Out-of-Pocket Maximum	$3,300/$6,600	$500/$1,000	
Annual Maximum	Not Applicable	Not Applicable	
Lifetime Maximum	Not Applicable	Not Applicable	

Important Notes

Out-of-Network: Member is responsible for the difference between Independent Health's allowed amount and the non-participating provider's billed amount.

Pre-Existing Conditions: Not Applicable

Pre-Certification: Certain services and benefits are subject to pre-certification. Member is responsible for contacting Independent Health for pre-certification.

This benefit summary is designed to highlight the benefits of the plan and DOES NOT detail all benefits, limitations and exclusions. For more detailed information, consult your Summary Plan Description.

All indicated benefits assume the member has appropriate authorization to receive services.