

TOWN OF AMHERST AND
THE AMHERST HIGHWAY EMPLOYEES ASSOCIATION, INC.
AGREEMENT FOR A SUCCESSOR CONTRACT

The Parties agree to the following changes to the 2020-2024 Contract between the Town of Amherst and the Amherst Highway Employees Association, Inc. subject to ratification by the Union membership and approval by the Town Board:

1. Article 2 Amend Section 2.2(C) as follows:
Supervisory employees **outside of the unit** shall not perform any duties of any other employees covered by this agreement except in emergency situations.

2. Article 6
 - A. Steps 1 and 2 are eliminated effective January 1st, 2026. Step 1 was eliminated per MOU between the parties dated 10/18/21.
 - B. New top step added 1/1/2027 at 1.5% above the then current top step and such new top step shall increase by 1.5% on 1/1/2028 and another 1.5% on 1/1/2029.
 - C. All employees shall receive a lump sum payment equivalent to 1.5% of their base salary in 2025, in calendar year 2025, pro rata for employees hired in 2025.
 - D. All steps of the wage schedules will be increased as follows:

1/1/2026	2%
1/1/2027	2.75%
1/1/2028	3.5%
1/1/2029	3.5%
 - E. Amend 6 C by adding the following to the first sentence:
“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 his designee.”
 - F. Amend E. Meal Allowance to \$20.00 effective 1/1/26 and to \$24.00 effective 1/1/27.
 - G. Amend F - Premium Pay - increased to \$3.50 for snow and ice and \$1.50 all other effective 1/1/2026 and effective 1/1/2028 to \$4.00 for snow and ice.
 - H. Amend G – Stand-by period increased to 24 weeks and three (3) groups of twenty-six (26) will be maintained for the life of the contract.
 - I. Amend I - Training Pay to 2026 \$3.50 and 2027 to \$4.00 per hour.
 - i. Add “for all hours worked.”
 - ii. Add “If training for a full day, the trainer will receive eight (8) hours of pay.”
 - J. Amend J - Add MOA into contract re Arborist and Fuel Tank Inspector and increase stipends to \$600.00.

3. Article 6 A (D). Compensatory Time
 - A. Amend (1) Employees can accumulate 120 hours.

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- B. Amend (2) **“except for standby group employees, who may use their comp time as soon as they have completed their stand-by assignment.”**
- C. Amend (5) **Comp time may be taken in ¼, ½, ¾ or full days.**
- D. Amend (6) there shall be 48 hours notice for overtime work during leaf season.
- E. Add (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.”**

4. Article 7 Longevity

Increase Longevity as follows:

	2026	2027	2028	2029
10 Years	\$1,450	\$1,500	\$1,550	\$1,600
15 Year	\$1,550	\$1,600	\$1,650	\$1,700
20 Years	\$1,650	\$1,700	\$1,750	\$1,800
25 Years	\$1,750	\$1,800	\$1,850	\$1,900

5. Article 9 Civil Service and Discipline

A. Add

“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 that it has been issued to the employee.”

B. Increase filing time for grievance to fifteen (15) working days (same as grievance) from time the employee and AHEA receive the letter, whichever is later.

C. Add:

Probationary employees discharged from their position are not covered by the just cause provisions of this contract.

D. Add:

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.

6. Article 12 Vacation Replace C. with the following

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.

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2. Any employee who intends to use vacation days $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ 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 $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ 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.
7. Article 10 Attendance
- A. Add to C. (1) **“and receive a penalty pursuant to Article 13.”**
Replace (3), (4) and (5) with the following:
 - B. Add:
 - 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.

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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.

8. Article 10 F. Clean-up time increased from 10 to 15 minutes.

9. Article 12 Vacation

- A. Add: “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.
- B. Add 6 weeks of vacation after 20 years instead of 25 years of service.
- C. Remove lower scale for employees hired after 10/1/2016

10. Article 13 Sick Leave

- A. Remove C (2), (4), (5), (6), (7) and (8);
- B. All employees accruing less than 1 day per month of sick leave will, effective 1/1/2027 receive 1 day per month.
- C. Add

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

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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.

D. Eliminate N. Sick Leave Incentive

11. Article 14 Leave of Absence with Pay

- A. Add "Step or natural grandparent" to three (3) day leave list.
- B. Part time employees get a minimum of one (1) day off.
- C. Personal Leave to five (5) days
- D. Personal leave can be taken in $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ or full days.

12. Article 17 – Increase clothing allowance as follows:

- A. 2026 – additional \$50.00
- B. 2027 an additional \$100.00
- C. 2028 an additional \$100.00

13. Article 18 Work Force Changes

Any employee promoted to a new title will be placed in a salary grade that is at least \$500.00 above their salary in their former position.

14. Article 19 Seniority List – Post every 3 months.

15. Article 20 Medical Coverage

- A. All employees currently paying a 15% contribution will have their contributions increased as follows:
 - i. 1/1/2027 to 16%
 - ii. 1/1/2028 – 18%
 - iii. 1/1/2029 – 20%
- B. Remove (12)
- C. Add previous MOA language **"(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's 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."**

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16. Article 21 Reciprocal Rights

Amend Section F as follows:

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

17. Article 22 Grievance Procedure

A. Union's time to move to next step runs from the date of the Union's receipt of the Town's response.

18. Article 31 Training Program

A. Add j. **"Each Successful Candidate shall be given a dated certificate of completion."**

19. Article 32 F.

The Town will offer a VSI in 2027 and 2029, which shall provide for a minimum of one (1) year of continued health insurance coverage.

20. Article 36

The term of the new Agreement will be from January 1, 2025 through December 31, 2029.

21. Attached as "Attachment A" are amendments to Article 33 of the CBA, titled "Work Rules."

Date: 10/17/25

Town of Amherst

By: 

Robert P. McCarthy, Esq.
Director of Human Resources

Date: 10-17-25

Amherst Highway Employees Association, Inc.

By: 

Richard E. Shively
President

Attachment

A

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
- 8 Vacations, Sick Leave, Personal Leave

PREFACE

~~The intent of the text contained herein is to outline operating procedures and work rules for the employees of the Amherst Highway Department. These work rules are to be incorporated as part of the current labor contract by and between the Town of Amherst and the Amherst Highway Employees Association.~~

~~The following rules shall become effective immediately upon publication and continue in force until modified or revised and all previous editions are hereby rescinded. The following work rules are intended to apply generally to all aspects of procedure and will not pertain to specific incidents.~~

SECTION 1

DUTIES OF EMPLOYEES – GENERAL

1.01 – 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 ~~Employees may not punch out prior to 12:00 o'clock noon and must punch back in before 12:30 p.m.~~ [RESERVED]

1.04 No employee ~~for any reason~~ will tamper with their time card or another employee's time card, ~~or electronic sign in system, for any reason.~~ Each employee will punch his 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.

~~e) Hard hats will be worn at all times while operating or driving the following vehicles: hi lifts, graders, grade alls, bulldozers, cranes, back hoes, fork lifts and tractors.~~

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

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

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

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

1.09 Employees returning to the yard at the lunch period shall not do so before 12:00 o'clock noon, or at the end of the workday prior to 3:~~15~~²⁰ p.m., subject to the discretion of their respective crew chief. When return is necessary for refueling, the allotted time will be from 3:~~05~~ p.m. - 3:~~15~~²⁰p.m.

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

1.11 Employees, who for any reason are at the garage before the end of the regular ~~workshift~~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 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:

1st 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 ~~employees~~ 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 telephone line is busy, and the computer indicates that the correct number was dialed hang up and call the operator and ask if the number is in use; announce that you are calling for the Amherst Highway Department and ask the operator to cut in for an emergency message. If it is out of order no punishment will be given. It is the employee's responsibility to have the telephone repaired. The employee will be considered to have been used off of the list.~~

~~(56)~~ 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:

~~MANDATORY WEEKLY SANDING ASSIGNMENTS~~

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

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

3. Employees shall be on alert from Friday, 3:30 p.m. to the following Friday, 3:30 p.m. (including any holidays which occur during that period). 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 for sanding will receive personalized beepers.~~ 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 premium of three hours pay per day, regardless of the number of total hours worked that week.
8. Employees, who are not available, will forfeit the ~~premium~~ stand by pay for that day, plus he will be disciplined by being given one day off without pay.
9. You may substitute someone to take your place on a given night. However, it is the substitute's responsibility to be available at all times during the period of substitution and he is subject to penalty for unavailability. Request for substitution must be made to the supervising crew chief on duty prior to 3:00 p.m. on the day in question. In all cases, substitutions are subject to approval by the supervising crew chief. Substitutions are made on a 24-hour basis only. The substitutes will be required to sign the substitute agreement.
10. In case of sickness of an employee, the employee will forfeit the three hour premium for each day sick. Sickness shall be reported to the supervising crew chief on duty as soon as possible. In any case, you must report sickness before you are called to report for work. In this case you are considered unavailable and subject to disciplinary measures as described in item #8.
11. If an employee declares his unavailability during his week on, he is responsible for providing a replacement for that time, up to a duration of three (3) days.
12. If any employee is unavailable four (4) days or more during the period that these weekly sanding assignments are in effect, we will provide his replacement for that period. However, employees on call may trade their week "on" with an employee on a different sanding group. Switches between employees will be permitted once per season. No double switch is permitted pursuant to subsections 11 or 12.

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

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

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

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

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

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

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. Penalty for such violation is a maximum of \$500 fine and six (6) months in jail.~~ Any Highway Department employee found to have misused ~~misusing~~ the radio system will be ~~suspended~~ subject to appropriate discipline.

The use of ~~AM-FM Cassette radios~~ 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 ~~no earphones~~ the use of one ear bud will be permitted, and the volume will be kept low. Misuse of ~~AM-FM radio~~ a hands-free device including broadcast of ~~AM-FM radio~~ audio over the Highway radio when the mike is keyed will result in removal of ~~radio~~ hands-free audio privileges from the employee(s) involved. ~~If the F.C.C. issues a written violation for misuse of two-way radios, all AM-FM radios shall be removed. AM-FM Cassette radios may be installed in Town vehicles at a cost only to employees.~~ The Town will not be held responsible or accountable for any loss or damage to these radios.

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

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

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

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

First time offenders will not be required to attend a rehabilitation program unless there is substantial evidence of habitual alcohol or drug abuse. If a second incident occurs within a twelve month period, the employee will be required to attend 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 reasonable discretion, discharge the employee.

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

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

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

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

SECTION 2

DUTIES OF LABORERS

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

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

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

SECTION 3

MOTOR EQUIPMENT OPERATORS &

HEAVY MOTOR EQUIPMENT OPERATORS

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

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

A. time out + time in -- hours used

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

C. fuel used (total gallons)

D. oil used

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

F. job location

G. description of work

H. repairs required

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

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

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

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

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

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

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 supervisor.

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

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

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

SECTION 5

CARE AND MAINTENANCE OF EQUIPMENT

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

A. oil level

B. radiator coolant level

C. hose connections

D. running emergency lights and reflectors

E. brakes (including air system, if applicable)

F. tires

G. windshield wipers

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

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

5.02 On vehicles equipped with air brakes, air bleeder valves shall be opened, drained and closed when vehicle is parked at end of the 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 cleaned 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 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 pursuant to set guidelines agreed to by the parties 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.

SECTION 8

VACATIONS SICK LEAVE PERSONAL LEAVE

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

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

~~8.023—Whenever possible, employees will be granted vacation during week/weeks of their choosing. Seniority will prevail, should any conflict arise.~~

~~8.034—For vacation time not specified on vacation slip, Employees must give at least 48 hours advance notice is required by the employer for use of vacation time.~~

~~8.045—The Amherst Highway Department reserves the right to limit the number of employees off during anyone week. If this action becomes necessary, vacation will be allotted on the basis of seniority.~~

~~8.056—No employee will be allowed to take time off without pay unless an acceptable reason is given, except as outlined in labor contract under "Leave of Absence."~~

~~8.067—Preference will be given to employees who specify day/week/weeks on vacation schedule, as opposed to employees taking day/days at a time.~~