

# AGREEMENT

*between*

**THE TOWN OF CHEEKTOWAGA,  
ERIE COUNTY, NEW YORK**



*and*

**THE TOWN OF CHEEKTOWAGA  
EMPLOYEES ASSOCIATION**

**January 1, 2024 to December 31, 2026**



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THIS AGREEMENT, EFFECTIVE JANUARY 1, 2024, MADE BY AND BETWEEN THE SUPERVISOR OF THE TOWN OF CHEEKTOWAGA, ERIE COUNTY, NEW YORK, ON BEHALF OF THE TOWN BOARD OF CHEEKTOWAGA, HEREINAFTER REFERRED TO AS THE "BOARD", AND THE TOWN OF CHEEKTOWAGA EMPLOYEES ASSOCIATION, INC., HEREINAFTER REFERRED TO AS THE "UNION", HAS AS ITS PURPOSE THE PROMOTION OF HARMONIOUS RELATIONS BETWEEN THE BOARD AND THE UNION, ESTABLISHMENT OF AN EQUITABLE AND PEACEFUL PROCEDURE FOR THE RESOLUTION OF DIFFERENCES, AND THE ESTABLISHMENT OF RATES OF PAY, HOURS OF WORK, AND OTHER CONDITIONS OF EMPLOYMENT. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

**ARTICLE 1  
RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for the employees in the negotiating unit, hereinafter described. Such recognition shall extend to the maximum period allowed by law.

**ARTICLE 2  
NEGOTIATING UNIT**

The negotiating unit shall consist of all the employees of the Town of Cheektowaga, except elected officials, members of the Police Department, employees represented by another bargaining unit, exempt personnel including but not limited to, Town Attorney, Deputy Town Attorneys, Assistant to the Supervisor, Secretary to Supervisor, two administrative clerical positions assigned to Town Board, Supervising Accountant, Accountant, Director-Senior Citizens Programs, Recreation Supervisor-Senior Citizens, Director of Community Development, Employment and Training Director, Clerk of Justice Court, Clerk to the Town Justice, Town Engineer, Supervising Code Enforcement Officer, Executive Director-Youth Board, Assessor, First Deputy Town Clerk, Receiver of Taxes, Deputy Receiver of Taxes, Program Coordinator-Youth Board, Director of Administration and Finance, Coordinator of Employee Relations\*, Administrative Clerk (in Office of Employee Relations), Principal Personnel Specialist (in

Office of Employee Relations), Municipal Administrative Assistant-Legal, Public Safety Dispatchers, members of the Boards and Commissions appointed by the Town Board, and seasonal, temporary and part-time employees. \*all references to the Coordinator of Employee Relations in this agreement shall refer to both the "Coordinator of Employee Relations" and the "Director of Administration and Employee Relations".

### **ARTICLE 3 UNION SECURITY**

#### **SECTION 3.01 - UNION MEMBERSHIP**

- (a) Each employee who on the effective date of this Agreement, or who thereafter is a member of the Union, and files a dues deduction authorization shall have dues deducted from his paycheck, on a weekly basis.
- (b) Any employee who is not a member of the Union shall pay an agency fee to the Union equal to the dues deduction. Such agency fee shall be deducted and transmitted to the Union in the same manner as dues. The Union agrees to indemnify and hold harmless the Town for any deductions made pursuant to this subparagraph and for any claims made against the Town by any agency fee payer.
- (c) Initiation fee shall be made out to the Union and paid directly to its Treasurer.

#### **SECTION 3.02 - PAYROLL DEDUCTION OF UNION DUES**

- (a) All employees who are members of the Union shall tender their membership dues to the Union by signing the Authorization for Payroll Deduction of Union Dues on a form provided by the Union.
- (b) The Board agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Board and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of the Union Dues provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union Dues.
- (c) Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues form shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each period thereafter from the pay of the employee, providing the form is duly filed with the Fiscal Officer.

- (d) The aggregate total of all such deductions shall be remitted each week to the designated financial officer of the Union together with a list from whom dues have been deducted on or before the tenth (10<sup>th</sup>) of every month and a list of Bargaining Unit Members whose dues were not deducted and the reason why (Example: sick leave, Worker's Compensation, etc.)
- (e) Any changes in the amount of Union dues to be deducted must be certified by the Union in writing to the Fiscal Officer.
- (f) The Union agrees to indemnify and hold harmless the Town for all deductions made pursuant to this section.
- (g) The Town will deduct authorized voluntary deductions for authorized committees of this Union and shall be deducted separately and forwarded to the Union. Such deductions shall be requested once per year at a time agreed between the parties. No such deductions shall be used for other than for the intended purpose.

### **SECTION 3.03 - BULLETIN BOARDS**

The Town shall install bulletin boards with lock and keys to the Union President at the following work locations. Highway Department, Sanitation Department, Sewer Department, Building Maintenance Office, Town Hall, Police and Court Building, Cheektowaga Recreation Center, Main Pump Station, Facilities Department (all locations) Senior Citizens Center, Sign Maintenance, Youth and Recreational Services, and Alexander Street complex. Said bulletin boards shall be for the exclusive use of the Union and for the purpose of posting seniority lists and job opportunities. The size of the said bulletin boards shall be twenty-four (24") inches by thirty-six (36") inches.

### **SECTION 3.04 - ACCESS TO PREMISES**

The Town agrees to permit representatives of the Union to enter the premises of the Town for individual discussion of working conditions with employee during working hours, providing that such discussion does not unduly interfere with the performance of his duties. All non-bargaining representatives of the Union must receive prior approval from the Town Supervisor or his designee before entering the premises of the Town.

### **SECTION 3.05 - AID TO OTHER UNIONS**

The Town agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in the collective bargaining on the part of the

board or those designated as his representative or subordinate staff for the purpose of undermining the Union during the term of this Agreement.

### **SECTION 3.06 - JOB SECURITY**

- (a) The Town agrees that no permanent employees in the bargaining unit as of March 12, 2012 shall be laid off. The number of permanent employees covered by this agreement may decrease to 223 employees (two hundred & twenty-three) as a result of retirement, promotion, and resignation after 5 (five) years of service. Temporary employees who are filling in for full-time, encumbered employees that are out on sick leave, worker's compensation and Family Medical Leave Act shall count toward the number of permanent employees. These employees shall not receive benefits under Articles 14, 17 or 18. In the event of financial or operational exigency, the parties agree to reopen Section 3.06 for further negotiations. Part-time court officers shall not count towards the total number of employees for Section 3.06 purposes. (Also see Section 25.07).
- (b) The parties also agree to a liquidated damages clause to give the Union a clear enforcement method of the Town's minimum staffing obligation, which would not be subject to the defense of "public policy" or "penalty"; this enforcement would include the following concepts:
  - (1) Whenever the number of employees in the Unit falls under the required number, the Town must employ enough persons to return to the minimum limit, or be required to pay liquidated damages. In order to return to the minimum, within 5 business days the Town will post enough vacancies to return to 223 and will have a period of 45 days to rehire to the 223 minimum; if a vacancy is filled by a current Unit member (promotion, bidding, etc.), then a maximum of two successive periods of 30 days each will apply to hiring to the minimum 223;
  - (2) It is also understood that the Town may make "protective" postings of positions which it may withdraw; this is "cause" for a withdrawal to the extent required by the CBA, Section 18.01 (f). The use of "protective" postings will be limited to situations where the number of employees has fallen below the required minimum;
  - (3) Liquidated damages will be measured by the entry salary/wage of the position(s) which caused the number employed to fall below the minimum and would equal one-day's pay plus fringe benefits for each such position per work day that such position remains unfilled and that the limit is violated, commencing as set forth below;

- (4) To avoid any question and provide a notice to trigger the liquidated damages, the damages would commence (and are not retroactive) the later of the time allowed above for the Town to fill minimum number of positions required, or two weeks after written notice from the TCEA to the Town Supervisor and the Coordinator of Employee Relations that the limit was violated; if a dispute arises regarding this liquidated damages provision and the TCEA is successful in the arbitration of such dispute, the Town shall bear the entire cost of the arbitrator.

### **SECTION 3.07 - DISCRIMINATION**

- (a) Discrimination Prohibited. Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or disability.
- (b) Union Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

### **SECTION 3.08 - STEWARDS**

- (a) Employees selected by the Union to act as Union Representatives shall be known as "stewards". The names of the representatives who may represent employees shall be certified, in writing, to the Board by the local Union.
- (b) The Union shall be permitted to appoint one (1) chief steward and, in addition one (1) steward for each department location, except for Highway and Sanitation where there shall be two (2) stewards.
- (c) The Union Stewards may investigate and process grievances during working hours, without loss of time or pay, provided that the steward(s) Department Head or foreman is notified in advance and the absence of the Steward(s) does not substantially interfere with the productivity of the department.

### **SECTION 3.09 - UNION OFFICE**

The Town agrees to allow the Union to occupy a building (currently called Union Office) on Town property near the Sanitation Building, without cost, for use by the Union. The Town also agrees to pay utility service for gas, electricity, water, sewage and telephone service (local calls only) for the building used by the Union.

**ARTICLE 4**  
**MANAGEMENT'S RIGHTS, MAINTENANCE OF STANDARDS**  
**MEMORANDA OF AGREEMENT/UNDERSTANDING**

- (a) The Town and the Association recognize that subject only to the provisions of this Agreement, the management, direction and control of the Town's business, operation and personnel are exclusively the function of the Town. It is the intention hereof, that all authority, rights, powers and responsibilities are retained by the Town except those that are specifically abridged or modified by this Agreement.
- (b) It is expressly recognized, by way of illustration and not by way of limitation, that such authority, rights, powers, and responsibilities shall include, but are not limited to, determining the mission, objectives, policies, practices and procedures of the Town; directing all programs and operations of the Town; determining methods, facilities, locations, and hours for the conduct of the Towns programs and operations; selecting, hiring, training and promoting employees; fixing and determining employees' qualifications, duties, job titles and compensation; determining the necessity for filling vacancies; creating new jobs and classifications and abolishing any jobs and classifications; transferring employees from one job, classification or assignment to another, demoting, suspending, discharging and disciplining employees; assigning, supervising and directing employees in their work; determining the work to be done; releasing employees for proper, legitimate reasons; fixing and determining operating and personnel schedules; making rules and regulations for the conduct of work and the maintenance of safety, order, discipline, efficiency and the protection of property; contracting for goods and services; and issuing any other orders or directives intended to carry out the managerial responsibilities and duties imposed upon the Town by law.

**MAINTENANCE OF STANDARDS**

The parties agree that with respect to matters not covered by this Agreement, no benefit or privilege provided to employees in this bargaining unit by law, rule regulation or practice will be reduced, impaired or diminished without prior written notification to, and negotiations with the Union.

## **MEMORANDA OF AGREEMENT/UNDERSTANDING**

Memoranda of Agreement/Understanding agreed to after April 2, 2018 will become part of the Collective Bargaining Agreement/Appendix to the Collective Bargaining Agreement.

### **ARTICLE 5 HOURS of WORK**

#### **SECTION 5.01 - REGULAR HOURS**

- (a) The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.
- (b) All employees covered by this Agreement shall be required to either sign a time sheet or use a time clock at the beginning of the shift and conclusion thereof. The Town may install time clocks in all Town departments and have all employees use such time clocks for clocking in and out at the beginning and end of the work shift, and overtime shifts. All employees who currently sign in and out for lunch will continue to do so. Any employee falsifying records or clocking in or out for another employee shall be subject to disciplinary action.

#### **SECTION 5.02 - WORK WEEK**

- (a) The normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except where otherwise provided in this Agreement.
- (b) Office employees in the Town Hall shall continue under the present system which is from Monday through Friday, 9:00 a.m. to 4:30 p.m.
- (c) Should any Department desire to initiate a different workweek schedule for certain employees, the matter shall be negotiated with the Union. The Union shall be notified at least thirty (30) working days prior to the anticipated change in the workweek schedule, except in the cases of emergency.
- (d) The regular starting times for employees in the Sanitation Department shall be 6:00 a.m. Said employees shall continue to work under the incentive system which permits a shift to end after six (6) hours with the satisfactory completion of the assigned routes or districts. The existing sign-in and sign-out procedure and practice shall continue except as modified by Section 5.01 (b).

- (e) Overtime shall be paid to Sanitation Department employees only for the number of overtime hours actually worked beyond their normal shift.
- (f) Sanitation employees shall be scheduled to work all holidays, except Christmas and New Year's Day. Refuse pickup for these two days will be a day later in the remainder of that week.

### **SECTION 5.03 - WORK SHIFT**

Eight (8) consecutive hours of work, including lunch periods, shall constitute a work shift, except for employees in the Sanitation Department. All other employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

### **SECTION 5.04 - WORK DAY and LATE POLICY**

- (a) Eight (8) consecutive scheduled hours of work within the twenty-four (24) hour period shall constitute the regular workday.
- (b) An employee who will be late for the start of his/her scheduled time to report to work must call in to his/her immediate supervisor prior to the time he/she is scheduled to report to work no later than 30 minutes after the start of his/her scheduled time he/she is to report to work and provide a reason for his/her lateness. If the employee properly calls in late, as stated in the preceding sentence, he/she must report to work and will be subject to the following:
  - (1) If the employee is late for the scheduled time he/she is to report to work up to fifteen (15) minutes, he/she will not be permitted to work for the first fifteen (15) minutes and shall not receive pay for the first fifteen (15) minutes;
  - (2) If the employee is late for the scheduled time he/she is to report to work by more than fifteen (15) minutes but less than thirty (30) minutes, he/she will not be permitted to work for the first thirty (30) minutes and shall not receive pay for the first thirty (30) minutes;
  - (3) If the employee is late for the scheduled time he/she is to report to work more than thirty (30) minutes but less than forty-five (45) minutes, he/she will not be permitted to work for the first forty-five (45) minutes and shall not receive pay for the first forty-five (45) minutes;
  - (4) If the employee is late for the scheduled time he/she is to report to work by more than forty-five (45) minutes but less than sixty (60) minutes, he/she will not be permitted to work for the first sixty (60) minutes and shall not receive pay for the first sixty (60) minutes;

(5) If the employee is late for the scheduled time he/she is to report to work by more than sixty (60) minutes, he/she shall be considered absent without leave and will not be permitted to work for the entire shift/day and shall not receive pay for the entire shift/day.

If an employee fails to properly call in, that is, call his/her immediate supervisor within thirty (30) minutes after the start of his/her scheduled time s/he is to report to work and provide a reason for his/her lateness, s/he shall be considered absent without leave and will not be permitted to work for the entire day/shift and shall receive no pay for the entire day.

(c) An employee who is sick, but who does not call in prior to the start of his/her shift, shall receive no pay for the entire day/shift.

(d) In addition to the procedure set forth in Subsections (b) and (c), above, the Town may impose discipline against the late employee pursuant to Article 19 of the CBA:

(1) First occurrence - oral reprimand - shall remain in the employee's personnel file for three (3) months;

(2) Second occurrence - written reprimand - shall remain in the employee's personnel file for six (6) months;

(3) Third and subsequent occurrences - suspension or discipline (including up to termination) - shall remain in employee's personnel file for twelve (12) months.

#### **SECTION 5.05 - WORK SCHEDULE**

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

(b) Except for emergency conditions, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Board.

#### **SECTION 5.06 - WORK RECORDS**

A daily record of time worked shall be made available to each employee upon request.

#### **SECTION 5.07 - REST PERIODS**

(a) All employees' work schedules shall provide for a fifteen (15) minute rest

period each one-half (1/2) shift. Generally, the Town shall attempt to schedule rest periods at the midpoint of each one-half (1/2) shift. Unless permitted otherwise by the Foreman or Department Head, rest periods are to be taken on the work premises or job site.

- (b) Employees required to work beyond their regular quitting time into next shift shall receive a fifteen (15) minute rest period(s) before they start to work on the next shift. In addition, they shall be granted the regular rest periods that occurs during this shift.
- (c) It is understood that rest periods shall be scheduled so not to unduly interfere with the work to be performed.

#### **SECTION 5.08 - CLEAN-UP TIME**

All employees shall be granted a ten (10) minute clean-up period prior to the end of the regular work shift.

#### **SECTION 5.09 - INCLEMENT WEATHER**

- (a) In the event of severe weather, all employees are expected to make every reasonable effort to report to work at their regularly scheduled time, unless notified that the department is closed, such closing will be made by radio announcement, as per Section 5.10. If an employee is unable to report on time but does report by 12:00 noon, he shall be paid as if he reported for work on time.
- (b) If the employee, after having made every reasonable effort to report to work is unable to do so, he will have the option of using sick, personal day, or lieu day. If he has no accrued sick or personal, or lieu days, he shall be permitted to use a vacation day.
- (c) The Town will make every reasonable effort to provide a voice mail number to call for the status of your department at least two (2) hours before employees are scheduled to report to work.

#### **SECTION 5.10 - CLOSING OF DEPARTMENTS**

- (a) The Town Supervisor, due to inclement weather, may shut down any or all departments. The closing of the department shall mean that no employee shall report to work. Any employee whose department has been shut down as per Section 5.09 shall have the option of using a sick, personal day, or lieu day. If he has no accrued sick, lieu, or personal days, he may use a vacation day. Announcements regarding the closing of any or all Town

departments will be aired on WBEN 930 (AM) and WGR 55 (AM). If an employee uses a sick day due to the closing of his/her department, it will not be chargeable against them under the provisions of 6.02(b) or 8.02(1).

- (b) If the department is closed for three (3) consecutive work days by order of the Supervisor, one (1) "Act of God" day (eight [8] hours) will be allowed each employee.

### **SECTION 5.11 - INCLEMENT WEATHER CALL IN**

After the Town Supervisor has declared an inclement weather condition, and after all department full-time employees have been utilized, if it becomes necessary to utilize additional full-time employees from other departments, employees will be called in according to a town-wide seniority list on the basis of their experience and demonstrated ability to operate related equipment. A list of eligible employees will be agreed upon between the Town and the Union prior to its implementation. Any employee who works in another department during an emergency situation will be charged with such overtime.

### **SECTION 5.12 - LUNCH PERIODS**

All employees covered by this Agreement shall have a paid lunch period of at least one-half (½) hour, except clerical employees who shall have a one (1) hour paid lunch. For Highway employees, see p. 46, Article 34.

## **ARTICLE 6 HOLIDAYS**

### **SECTION 6.01 - HOLIDAYS OBSERVED AND RECOGNIZED**

- (a) The following shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	December 24 <sup>th</sup>
Memorial Day	Christmas Day
Juneteenth	Employee Birthday
Independence Day	Election Floating Holiday
Labor Day	

- (b) An employee may take the holiday designated as the "employee birthday" on any one of his normal workdays during the month the birthday falls. The employee shall obtain the prior approval of his Department Head before taking such day.
- (c) Employees covered by this Agreement shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.
- (d) If any of the holidays listed falls on a Sunday, then the succeeding Monday shall be observed as a holiday. If any of the holidays listed falls on a Saturday, then the preceding Friday shall be observed as a holiday. Any employee whose regular workweek schedule includes Saturday and/ or Sunday shall be paid for the listed holidays on the day they actually fall. This subsection shall not apply to the "employee birthday" holiday.
- (e) Wherever any of the above holidays shall fall during an employee's vacation period, then the employee shall, in addition to his pay for such day, receive a lieu day; to be taken at the employee option provided two (2) weeks' notice is given to his immediate supervisor.
- (f) Eligibility for holiday pay shall be set forth in Section 6.02.
- (g) Effective August 1, 2016, the Election Day holiday will be given up and will become a regular work day. Employees will receive one (1) Election Floating Holiday. The employee may take the Election Floating Holiday on any one of their normal work days during the calendar year it is earned. It must be used in one (1) eight (8 hour) increment. The employee shall obtain the prior approval of their Department Head before taking such day.

## **SECTION 6.02 - ELIGIBILITY REQUIREMENTS - HOLIDAYS**

- (a) All employees covered by this Agreement shall be eligible for holiday pay under the following conditions:
  - (1) The employee would have been scheduled to work on said holiday.
  - (2) Said employee is on authorized vacation, sick leave, personal leave, lieu day, or being paid workers compensation benefits.
  - (3) The employee worked at least four (4) hours on his last scheduled workday prior to the holiday and his next scheduled workday after the holiday.
  - (4) The employee must have actually worked ten (10) days during the month in which the holiday occurred in order to be eligible.
- (b) The term "actually worked" as used in this subsection shall include only

days on the job and paid leave days, except for sick leave and Workers' Compensation.

### **SECTION 6.03 - HOLIDAY PAY**

- (a) All employees who perform no work on a holiday shall be paid their current rate of pay for that day based on their regular pay.
- (b) All employees whose regular workday differs from the standard eight (8) hour day, shall be paid their daily rate of pay based on the standard eight (8) hour day.

### **SECTION 6.04 - HOLIDAY WORK**

If any employee works on any of the holidays listed in Section 6.01 or any other day when Town Hall is closed by resolution of the Town Board, he shall be paid one and one-half (1-1/2) times his regular rate of pay in addition to his regular rate of pay for the day.

### **SECTION 6.05 - HOLIDAY HOURS FOR OVERTIME PURPOSES**

For purposes of computing overtime, all holiday hours unworked for which an employee is compensated shall be regarded as hours worked. Any employee who works on a holiday shall be compensated in accordance with Section 6.04, but such

hours shall not be compensated in his overtime record for the equalization of overtime purposes.

### **SECTION 6.06 - SPECIAL OBSERVANCES**

Employees required to work on Easter Sunday or Yom Kippur shall be permitted to attend religious services not to exceed two (2) hours without loss of time or pay.

### **SECTION 6.07 - LIEU DAYS**

"Lieu" days, as stated in Section 6.02 above, must be taken within twelve (12) months of the date earned. The number of sick lieu days an employee has earned and used will be posted quarterly.

**ARTICLE 7  
VACATIONS**

**SECTION 7.01 - CHOICE OF VACATION**

- (a) The Department Head shall furnish vacation request forms in duplicate. One (1) is to be retained by the employee and one (1) by the Department Head.
- (b) Vacation(s) shall be granted at the time requested by the employee, provided that such requests are made between January 1<sup>st</sup> and the last day of February of the year the vacation is to be taken. Department Heads shall post the vacation schedule not later than March 15<sup>th</sup> of the year the vacation is to be taken. If the nature of the work makes it necessary to limit the number of employees on vacation, the employee with the greater seniority shall be given his choice of vacation period. Vacation days may be taken in no less than one (1) day units, provided at least forty-eight (48) hours advanced notice is given by the employee to his Department Head. Vacation requests shall not be unjustly denied. In Departments with twenty-five (25) or more employees, full week requests will have preference over requests for individual days. A maximum of nine (9) scheduled one (1) day units will be permitted in such departments.
- (c) Vacation periods shall be taken each year. Employees who do not request a vacation period by the end of the bidding period following the year in which the vacation was earned shall be scheduled for a vacation by the Department Head. However, the vacation shall be scheduled within the balance of the months remaining in the employee's work year.
- (d) No employee shall be required to work during his regular scheduled vacation period. Vacation period shall begin at the end of the employee's regular shift on the last scheduled workday and end when the employee is scheduled to return to work.
- (e) The Town shall make every reasonable effort to afford all employees full consideration on the scheduling or rescheduling of their vacations pursuant to department rules of their vacations.

**SECTION 7.02 - VACATION SCHEDULE**

- (a) For employees hired prior to September 1, 1996, vacation will be provided in accordance with the following schedule:

After 1 year .....10 work days

After 5 years .....15 work days  
 After 10 years.....18 work days  
 After 13 years.....20 work days  
 After 15 years.....23 work days  
 After 18 years.....24 work days  
 After 20 years.....25 work days  
 After 23 years..... 27 work days  
 After 25 years..... 30 work days  
 After 28 years..... 1 additional day for each year of service  
 and thereafter.

- (b) Employees shall have pro rata vacation in the first year of employment as of the first January 1<sup>st</sup> after date of hire. Thereafter, each January 1<sup>st</sup> shall be the accrual date.
- (c) Vacation will be provided for employees hired after September 1, 1996 as follows:
  - After 1 year.....10 work days
  - After 5 years .....15 work days
  - After 10 years.....20 work days
  - After 20 years.....1 additional day for each year of service
- (d) Employees who are absent for six (6) months or more on an unpaid leave of absence shall have their vacation time adjusted on a pro-rata basis in the subsequent year.

**SECTION 7.03 - VACATION CREDITS UPON LAYOFF, SEPARATION OR DEATH**

All employees covered by this Agreement shall receive in cash any vacation credits earned in the previous year and a pro-rata payment for the current year, in the event of a layoff, separation (other than for cause) or death. The pro-rata payment of vacation shall be determined by dividing twelve (12) into the number of vacation days earned the previous year, then multiplying by the number of months since the end of the previous year. In the event of the death of an employee, such payment shall be made to his estate.

**SECTION 7.04 - VACATION CARRYOVER**

Vacation carryover means carrying unused vacation entitlement from one (1) year to the next subsequent year. Employees wishing to carry over vacation must submit the reason for the carry over to his Department Head. The Department Head shall allow

employees to carryover a maximum of ten (10) vacation days earned in the previous year. Employees who carry over ten (10) days' vacation and change the reason of the use shall not use said carry over to deny employees with lesser seniority their choice of vacation. The Department Head shall not unreasonably deny such requests. Employees shall apply prior to March 1<sup>st</sup>. Conflicts shall be resolved by seniority. Vacation carried over under this Section must be taken in the next subsequent year.

#### **SECTION 7.05 - VACATION CREDITS UPON RETIREMENT**

- (a) Each employee shall be paid, at the time of his retirement, the monetary value of any unused vacation time and overtime standing to his credit on the date of the retirement.
- (b) Employees intending to retire may notify the Town two (2) years in advance and would be permitted to accumulate time off and vacation for one and one-half (1-1/2) years, the value of which will be paid as salary during the final year of employment and included as wages for pension purposes insofar as permitted by law.

#### **SECTION 7.06 - VACATION PAY**

An employee shall make arrangements at least two (2) weeks in advance if he desires to receive his vacation pay prior to taking his vacation.

### **ARTICLE 8 SICK LEAVE**

#### **SECTION 8.01 - SICK LEAVE DEFINED**

- (a) Sick leave shall apply to absence due to illness of an employee, his spouse, if residing in the same household as the employee or minor child(ren) or stepchild(ren), parents, parent-in-law or person living in household as a significant other, except where such illness or injury is due to injury or disease for which the employee is entitled to receive Workers Compensation. Employees may be required to provide medical verification for family members in accordance with Section 8.02.
- (b) Employees who are unable to perform their duties because of injuries or disease received in the course of their employment shall receive Workers Compensation benefits according to law and, in addition, shall receive a supplemental sum from the Town by separate check, which shall be the

difference between his regular salary and the Workers Compensation benefits, and such supplemental sums shall be deducted from his accumulated sick leave at the rate of one third (1/3) per day of absence due to injury, or upon total use of accumulated sick leave, shall be deducted from vacation credits. Employees have the right to waive deductions of sick leave and vacation and resulting supplemental payments by giving notice in writing to the Personnel Department.

- (c) This section shall be interpreted to mean that the Town is obligated to pay full salary to an employee on Workers' Compensation. That amount shall be reduced by the Town's self-insurance Workers' Compensation payment, if any. The employee's accumulated sick leave or vacation credits (if sick leave accumulation is exhausted) shall be reduced to a maximum of one-third (1/3) per day.
- (d) Once the employee is determined by the Workers' Compensation Board or the Town to be eligible for Workers' Compensation benefits, the Town cannot unilaterally determine that the employee is not Workers' Compensation eligible unless the Town has utilized the procedure under Section 8.02 (m) - where the mutually (Town and TCEA) selected physician determines that the employee is ineligible for Workers' Compensation coverage.

## **SECTION 8.02 - SICK LEAVE INCENTIVE**

- (a) Regular full-time employees hired prior to September 1, 1996 shall earn sick leave at the rate of one and one-half (1-1/2) days per month, which shall accumulate to a maximum of two hundred sixty-two (262) days. Effective 1/1/11, employees may accumulate to a maximum of two hundred and seventy (270) days. Employees can sell back in November up to five (5) days per year after they have accumulated 150 days.
- (b) Regular full-time employees hired on or after September 1, 1996 shall earn sick leave as follows:
  - (1) For the first eighteen (18) months of employment at the rate of one-half (1/2) day per month.
  - (2) For the second eighteen (18) months of employment at the rate of one (1) day per month.
  - (3) After thirty-six (36) months of employment at the rate of one and one-half (1-1/2) days per month.

- (4) Regular full-time employees hired on or after September 1, 1996 shall accumulate sick leave to a maximum of one hundred sixty-five (165) days.
  - (5) Employees can sell back in November up to five (5) days per year after they have accumulated 150 days.
- 
- (c) Any employee must have actually worked at least ten (10) days during the month to be credited with sick leave accrual for that month. Employees with 3 or more years of seniority, who have actually worked eight (8) days during the month will be credited with one (1) day of sick leave. For the purposes of this subsection, paid days off, except sick leave days, shall be considered days actually worked.
  - (d) Each employee shall receive a written net record of his accumulated sick leave balance at the end of each calendar year. The employee's record shall be debited one (1) full day for each sick day used. Partial sick days shall be debited to the nearest two (2) hours used. The number of sick lieu days an employee has earned and used shall be posted quarterly.
  - (e) The Town Board may, by act or resolution, authorize extended sick leave payments for sick leave in the event of sickness or injury of the employee, if the employee has exhausted all of his accrued sick leave, sick leave bank benefits and any other paid leave benefit. Such payment shall not exceed ten (10) percent of the total sick leave days accumulated by the employee at the outset of the illness or injury resulting in the need for extended sick leave payments. Such payment however, shall not exceed fifteen (15) days and must be repaid to the Town upon return to work. Extended leave shall not be given in less than one (1) day increments.
  - (f) No sick leave shall be authorized and no payment shall be made unless the employee shall have notified his immediate supervisor of his absence, the reason therefore, (sick, under medical care, injury, etc.) and his anticipated return, prior to the time he is scheduled to report to work.
  - (g) Employees believed to be abusing sick leave privileges, in the first instance may be given a oral warning by the Town Supervisor or Coordinator of Employee Relations, that any future sick leave must be supported by medical documentation and further that a failure to improve or to provide said documentation may be grounds for disciplinary action. Such documentation and improvement will be required for the time set forth in such warning. If an employee is believed to be abusing sick leave privileges after being given the warning set forth in this section, he shall be subject to the disciplinary procedure of this Agreement.
  - (h) In the event an employee is laid off as a result of the abolition of a position and returns to employment in the bargaining unit within one (1) year, his

- previously accumulated sick leave balance shall be restored to him.
- (i) If an employee is absent for three (3) consecutive workdays, the Department Head may require a medical report attesting to the employee's illness or family's illness, as set forth in Section 8.01(a), and inability to work before the employee shall receive pay for those days. If an employee is absent the day before and the day after a normal weekend, or the day before and the day after a holiday or holiday weekend, such an absence shall be considered as three (3) consecutive work days of absence for the purposes of this subsection. If an employee exhibits a pattern of three (3) or more days off of undocumented sick leave before or after his/her normal days off in a three (3) consecutive month period, such third occasion may be considered as three (3) consecutive workdays of absence for the purpose of this Section.
  - (j) New employees shall not be entitled to sick leave credits until they have successfully completed their probationary period. Upon successful completion thereof, the employee will be given sick leave credit retroactive to his date of hire in accordance with the provisions of this Article.
  - (k) Notwithstanding any of the foregoing, an employee believed to be abusing sick leave privileges may be required to submit medical documentation to substantiate each absence, regardless of the duration thereof.
  - (l) If an employee has not used more than one (1) sick day per quarter (January 1 to March 31, April 1 to June 30, July 1 to September 30, October 1 to December 31) he shall be granted 1-1/2 days off (lieu day) with pay for each quarter.
  - (m) The Coordinator of Employee Relations may require an employee who has been absent because of personal illness for more than three (3) consecutive working days prior to and as a condition of his return to duty to be examined at the expense of the Town, by a physician designated by the Town Board. If an examination is to take place during working hours, such employee shall not suffer loss of pay. If the employee provides medical verification and the Town physician agrees the employee should return to work, or if the two (2) physicians and a mutually selected third physician agree, that the employee should return to work; the employee shall be paid from the date his/ her physician stated the employee could return to work.
  - (n) The Town and the Association agree to negotiate and establish a sick leave abuse policy which shall become part of this Agreement.

### **SECTION 8.03 - UNUSED SICK LEAVE UPON RETIREMENT**

- (a) Employees who retire shall be compensated for accumulated sick leave at the time of retirement at 65% of total value of accumulated sick leave, provided the employee has been employed on a full-time basis with the

- Town and has at least five (5) years of seniority.
- (b) These payments may be paid over the last twelve (12) months of employment, provided the employee must give at least twelve (12) months' notice of the date on which he will retire. Notice must be tendered on a form provided by the Board and shall be deemed a resignation to take effect on a future date twelve (12) months after acceptance of the resignation by the Town Board. The foregoing time limit shall not apply where an employee becomes sufficiently disabled to warrant his disability retirement under the New York State Employees Retirement System.

#### **SECTION 8.04 - SICK BANK**

The Sick Leave Bank as heretofore established and controlled by the Association shall continue. The Union agrees to indemnify and hold harmless the Town for all Union sick bank committee decisions made pursuant to this section. Sick leave bank rules and regulations effective February 15, 2015 are set forth in Appendix "D".

#### **SECTION 8.05 - SICK LEAVE UPON DEATH**

If a person shall die while an employee covered under this Agreement, payment of a portion of his accumulated sick leave balance shall be made to his estate. Such payment shall equal 65% of the total value of accumulated sick leave.

### **ARTICLE 9 LEAVE OF ABSENCE**

- (a) Employees covered by this agreement shall be eligible for a leave for reasonable purpose, including but not limited to a child rearing leave for natural or adopted children, after six (6) months of employment. All such leaves whether paid or unpaid, shall be handled in accordance with the following procedure:
- (1) Any request for leave of absence shall be submitted in writing by the employee to the Board. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires.
  - (2) Any authorization for a leave of absence shall be furnished to the employee by the Board, and it shall be in writing.
  - (3) A request for a short leave of absence, not exceeding one (1) month,

shall be answered within five (5) days. A request for a leave of absence exceeding more than one (1) month shall be answered within ten (10) days. No leave of absence shall exceed one (1) year in length.

- (b) Employees shall be returned to the position they held at the time the leave of absence was granted and shall accrue seniority while on any leave of absence granted under the provisions of this Agreement.
- (c) A request for leave of absence shall not be granted to the employee for the purpose of engaging in employment other than for the Town of Cheektowaga except that a request for a leave of absence for reasons of self-employment for a period of no longer than six (6) months may be granted at the discretion of the Town Board. Seniority and benefits shall not accrue during a leave of absence granted for engaging in self-employment.
- (d) The granting or denying of a leave of absence is the sole discretion of the Town Board. Their decision is final and binding on all parties and is not reviewable through the grievance procedure.
- (e) Where appropriate, employees may have additional rights under the A.D.A. and the F.M.L.A. not noted herein. An employee will utilize their accumulated vacation, sick leave, and personal leave days concurrently with their F.M.L.A. time off. An employee who utilizes F.M.L.A. will be allowed to retain seven (7) days total from their vacation, sick leave and personal leave of their choosing that will not be required to be used for F.M.L.A. Employees with no accumulated time to use towards F.M.L.A. will take F.M.L.A. with no pay. An employee utilizing F.M.L.A. with no accumulated vacation, sick time and personal leave will not be disciplined for using F.M.L.A.

## **ARTICLE 10 LEAVES OF ABSENCE**

### **SECTION 10.01 - BEREAVEMENT LEAVE**

- (a) Employees hired prior to January 1, 1989 shall be granted five (5) consecutive work days paid leave in the event of the death of an employee's spouse, parent, child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law, step-parents, foster parents, or significant other living in household. If a death occurs during the regular workday, the day will not be charged as one of the five days.

- (b) Employees will be granted the day of the funeral for aunts, uncles, sister-in-law's husband, brother-in-law's wife, niece, nephew, and grandparents-in-law, but must first use personal days if available; then the employee may use sick leave.
- (c) Employees hired on or after January 1, 1989 shall be granted paid bereavement leave as follows:

**Death of:**

Spouse, child, parent, grandparent, grandchild, brother, sister, five (5) consecutive work days;

**Death of:**

Father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step-parents or significant other living in household, three (3) consecutive work days;

Employees will be granted the day of the funeral for aunts, uncles, sister-in-law's husband, brother-in-law's wife, niece, nephew, but must first use personal days if available. If no personal days are available, then the employee may use sick leave.

- (d) To be eligible to receive paid bereavement leave, the employee shall notify his immediate supervisor at the earliest opportunity prior to the time he is scheduled to report. The employee shall advise his immediate supervisor of the reason of his absence and the anticipated number of days he will be absent from work as a result thereof.
- (e) Bereavement leave is for the purpose of allowing the employee time away from work to bereave the death and attend to related affairs. Bereavement leave is not earned leave time, in that if a death occurs during a period of time that the employee is otherwise off work for Workers' Compensation, suspension of more than thirty (30) calendar days or sick leave of more than thirty (30) calendar days, no benefit from this section is realized.

## **SECTION 10.02 - PERSONAL LEAVE**

- (a) Personal leave shall mean a paid leave of absence from scheduled work, for the purpose of the employee performing a personal obligation or emergency.
- (b) Employees hired prior to September 1, 1996 shall be granted five (5) such days per year. Employees hired on or after September 1, 1996 shall be granted three (3) personal leave days following completion of their first year of employment; four (4) personal leave days following completion of

their second year of employment; and five (5) personal leave days following completion of their third year of employment and thereafter.

- (c) Employees who are hired after January 1, 2006, between January 1<sup>st</sup> and June 30<sup>th</sup> shall have personal leave effective the first January 1<sup>st</sup> after date of hire. An employee hired between July 1<sup>st</sup> and December 31<sup>st</sup> shall have personal leave effective the second January 1<sup>st</sup>.
- (d) Personal leave days are non-cumulative. Such may be used only if approved at least twenty-four (24) hours in advance by the employee's immediate supervisor, except in case of an emergency. Such approval shall not be unreasonably withheld. No more than five (5) employees in any department will be granted such personal leave for the same days.
- (e) Any personal leave days not used by an employee shall be added to his vacation entitlement in the following year or to his sick leave accumulation, at the employee's option.
- (f) Personal time will be charged at no less than  $\frac{1}{4}$  days (2 hours).

### **SECTION 10.03 - JURY DUTY**

Employees who are required to report for jury duty must notify their Department Head of such and provide a copy of the notice to the Department Head. Employees who report for jury duty shall be paid their full salary; they shall, however, assign to the Board all fees, except those sums received as reimbursement for actual expenses, such as mileage, lodging and the like.

### **SECTION 10.04 - CIVIC DUTY**

- (a) Employees subpoenaed to appear before a court or other public body on a matter not related to their work and in which they are not personally involved as a plaintiff, defendant or other party, shall be granted leave with pay for the period necessary to a maximum of two (2) work days. The employee shall use his sick leave accumulation, vacation days or personal days for such absence, at the employee's option, to receive his pay for such. The employee must provide a copy of the subpoena to his immediate supervisor prior to the time he will be absent to receive pay for such absence.
- (b) Employees subpoenaed to appear before a court or other public body on a matter related to their employment with the Town shall receive their regular rate of pay for such time, without loss of any leave accruals or benefits. The employee must provide a copy of the subpoena to his immediate supervisor prior to the time of his absence from work.

## **SECTION 10.05 - MILITARY SERVICE LEAVE**

All employees eligible for benefits under Section 242 and 243 of the Military Law of the State of New York shall be guaranteed such benefits in full accordance with the law.

## **SECTION 10.06 - UNION LEAVE**

- (a) A maximum of four (4) members of the union elected to attend a function, such as conventions or educational conferences or the like, shall be allowed time off without loss of pay, not to exceed two hundred forty (240) hours in any one (1) calendar year but no more than one (1) person per department, provided that said request shall be made in writing at least two (2) weeks prior to the requested time off. The language "or the like" includes workshops, seminars and courses for the education of Union officials, as selected by the Executive Board of the Union.
- (b) The Town agrees that during working hours and on the Town's premises, and without loss of time or pay, Union stewards and officers shall be allowed to perform the following, provided that same does not interfere unreasonably with the performance of work;
  - (1) Post Union notices;
  - (2) Distribute Union literature;
  - (3) Solicit Union membership during other employees' non-working time;
  - (4) Transmit communications authorized by the local Union or its officers to the Town or its representative;
  - (5) Consult with the Town, its representatives, local Union officers or other Union representative concerning the enforcement of any provision of this Agreement;
  - (6) Attendance at Safety Committee meetings;
  - (7) Instruction of loss control and safety;
  - (8) Trustees' time for audit and Union elections.
- (c) Each Union representative shall sign in and sign out of the department when absent from his duties on Union Safety Committee business and provide a telephone number where he may be contacted, if possible.

## **SECTION 10.07 - LEAVE FOR CIVIL SERVICE EXAMINATION**

Upon written advance notice to the Coordinator of Employee Relations, an

employee shall be granted the time, with no loss of pay, to take civil service tests with relation to the Town employment. Leave will be granted for the specified time limit of examination.

#### **SECTION 10.08 - VOLUNTEER FIREMAN**

Any volunteer fireman called to active duty as a result of a major incident during work hours shall be excused from work, upon notifying his supervisor, with no loss of pay or other benefits, provided such is necessary, practical and does not endanger or impair Town services or equipment. When called to active duty, firefighters shall be required to return to work promptly upon completion of the call, or when their services are no longer needed, whichever is sooner.

#### **SECTION 10.09 - SENIORITY ON LEAVE**

If a leave of absence is granted by the Town Board for any reason, seniority will accrue for bidding purposes for one (1) year in the T.C.E.A. unit; thereafter, seniority will be frozen on that date.

### **ARTICLE 11 UNPAID LEAVES**

#### **SECTION 11.01 - UNION BUSINESS**

- (a) Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Board, shall, at the written request of the Union, be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union.
- (b) Members of the Union selected by the Union to participate in any other Union activity may be granted an unpaid leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but may be renewed or extended for a similar period of time upon the request of the Union.

#### **SECTION 11.02 - EMPLOYMENT OPPORTUNITIES**

Employees may be granted a leave of absence without pay to enable employees to

serve temporally, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class or position of 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 the Town of Cheektowaga.

### **SECTION 11.03 - EDUCATION**

- (a) After completing one (1) year of service, any employee, upon request, shall be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee.
- (b) One (1) year of absence (with any granted extension) for educational purposes shall not be provided more than once every three (3) years.
- (c) Employees shall be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

### **SECTION 11.04 - MATERNITY LEAVE**

Any employee who is disabled because of pregnancy shall be permitted to have maternity leave. Maternity leave shall commence on the date an employee is incapable of performing her duties and shall terminate on the date the employee is capable of returning to her regular duties, as determined by her doctor. During such maternity leave, the employee may utilize accumulated sick leave, personal leave and/or vacation. In addition, the employee may have medical insurance premiums paid by the Town, pursuant to Article 14, during such maternity leave.

### **SECTION 11.05 - FAMILY MEDICAL LEAVE ACT**

The Town agrees to abide by all rules and regulations of the Family Medical Leave Act (F.M.L.A.). An employee will utilize their accumulated vacation, sick leave, and personal leave days concurrently with their F.M.L.A. time off. An employee who utilizes F.M.L.A. will be allowed to retain seven (7) days total from their vacation, sick leave and personal leave of their choosing that will not be required to be used for F.M.L.A. Employees with no accumulated time to use towards F.M.L.A. will take F.M.L.A. with no pay. An employee utilizing F.M.L.A. with no accumulated vacation, sick time and personal leave will not be disciplined for using F.M.L.A.

**ARTICLE 12  
RETIREMENT PLAN**

**SECTION 12.01 - RETIREMENT PLAN**

- (a) The Board will provide for each employee covered by this Agreement, coverage under the New York State Career Retirement Plan, provided for in Section 75-I of the New York State Retirement and Social Security Plan commonly known as the Non-Contributory "20-Year Career" plan, at no cost to the employee.
- (b) All employees must give the Town copies of requests for retirement which are submitted to the New York State Retirement System.

**ARTICLE 13  
INSURANCE COVERAGE**

- (a) The Town will provide a \$50,000.00 (Fifty Thousand Dollars) life insurance policy for each member of the bargaining unit.
- (b) Employees will be permitted to payroll deduct an additional life insurance policy up to \$25,000.00 (in \$5,000.00 increments). The parties acknowledge that at least 25% of the bargaining unit must agree to participate before the deductions shall be permitted. Employees may use the Section 125 plan for such deduction.

**ARTICLE 14  
HEALTH INSURANCE**

**SECTION 14.01 - HEALTH INSURANCE**

Effective January 1, 2010:

- (a) The Town shall institute a point of service health insurance plan, including vision coverage, with benefits as set forth in Appendix "A" attached to this agreement with no cost to the employee except as set forth in this article.
- (b) The attached Appendix "A" benefits shall be termed the "base plan", individual employees or retirees may enhance coverage by paying the

difference in premiums of the base plan and any enhanced plan which is offered by the Town in its discretion.

- (c) The Town has the right at any time, and without Union approval, to switch from the base plan to a new plan provided that the overall level of benefits of the new plan is equal to or better than the overall level of benefits set forth in the base plan. The new plan shall then become the base plan for purposes of this article. If the Union disagrees that the overall level of benefits of a new plan is equal to or better than the overall level of benefits provided by a base plan, that issue shall be submitted directly to arbitration pursuant to Article 20 herein.
- (d) Upon reasonable advance written application or notice to the Employee Relations Office, employees may continue health insurance coverage in the Town of Cheektowaga Health Insurance Plan while on authorized leave of absence without pay provided that the employee makes full payment of the monthly premium on or before the first 1st day of each month that the employee is on leave.
- (e) The surviving spouse of a Town employee or retiree shall be entitled to continue health insurance past the maximum COBRA duration at the surviving spouse's own cost, if permitted by the carrier and pursuant to procedures established by the Town. The current Town policy to permit continued coverage cannot be changed without mutual agreement.
- (f) The Town shall have the right to eliminate duplicate coverage. Upon request, an employee shall sign a statement as to whether he has available or will procure health insurance coverage through the employment of a spouse, other employment of the employee or through private insurance plan.
- (g) **DOUBLE COVERAGE** - The Town agrees to pay employees a payment of Six Hundred Dollars (\$600.00) for dropping individual coverage and One Thousand Two Hundred Dollars (\$1,200.00) for dropping dependent coverage per year. Such option must be exercised during the month of November, effective the following January 1<sup>st</sup>. This same timing and procedure shall apply to an employee opting back into the Town plan. This payment can be made only when the employee signs a statement that the employee has or will procure health insurance through the spouse's employment, other employment of the employee, or a private insurance plan. Such payment shall be made on or about April 1<sup>st</sup> of each year. If the employee wishes to rejoin the plan within the year, the employee must repay the pro rata portion of the payment (Example; 6 months - \$300.00, individual; and \$600.00, dependent) and show a change in circumstances regarding the alternative health plan (non-voluntary loss of coverage). Payment under this Section shall be made within (30) days of the effective

day of dropping the Town's plan. Employees who exercise their option under this Section shall remain eligible for Section 14(e) benefits at time of retirement. Employees who quit prior to the end of the year shall repay the pro rata portion of such payment. Maximum payment for a husband and wife, both of whom work for the Town is \$1,200.00.

- (h) Effective April 12, 2012, employees hired on or before January 1, 2004 shall pay five percent (5%) per month for an individual or family plan during active employment and three percent (3%) during retirement (retirement contribution rate to apply to employees who retire after July 1, 2012). Employees hired after January 1, 2004 and prior to March 12, 2012 shall pay ten percent (10%) per month for an individual or family plan during active employment and seven percent (7%) during retirement. Employees hired on or after March 12, 2012 shall pay fifteen percent (15%) for an individual or family plan during active employment. Effective January 1, 2023, employees hired on or before January 1, 2004 shall pay five percent (5%) per month for an individual or family plan during active employment and five percent (5%) during retirement. Employees hired after January 1, 2004 and prior to March 12, 2012 shall pay eleven percent (11%) per month for an individual or family plan during active employment and eight percent (8%) during retirement. Effective December 31, 2023, employees hired on or after March 12, 2012 shall pay sixteen percent (16%) for an individual or family plan during active employment. All employees shall have the option of using the Town's Section 125 plan.
- (i) The Town shall also provide to employees a dental plan known as Dental Pay Plus subject to the same contribution requirement as set forth in Section 7 above. Coverage shall include the benefits as set forth in Appendix A attached to this Agreement and dependent coverage up to age twenty-three (23).
- (j) The Town shall provide health insurance for employees hired prior to March 12, 2012, who at the time of retirement are otherwise entitled to coverage under this article, and who retire in accordance with Section 12.01(a), provided the employee, at the time of discontinuance of service, meets the requirements for the receipt of pension benefits of the Tier of the New York State Retirement System of which such employee is a member, and, before qualifying for such pension benefits, shall have completed ten (10) consecutive years of service with the Town. All retirees, however, must take whatever steps necessary to enroll in Medicare supplemental coverage at the age of sixty-five (65) and the Town shall be permitted to provide a replacement plan such as Senior Blue or Medicare Advantage Plan provided the overall level of benefits of the new plan is equal or better than the overall benefits set forth in the base plan. Such coverage shall extend for

the life of the retired employee and his/her spouse; provided if the retired employee dies before his or her spouse, the spouse will have the right to continue coverage for the life of spouse provided the spouse pays the premium cost of such coverage, if permitted by the carrier. The parties agree that the carrier currently permits such continuation of coverage. Retirees shall not be permitted to add a spouse to coverage subsequent to the date of retirement.

- (k) Employees hired into a position represented by the TCEA on or after March 12, 2012 shall have their unused sick leave upon retirement converted to a dollar amount based upon the employee's daily wage rate at 100% of value. The Town shall then apply this dollar amount to pay for the premium cost of the continuation of health insurance coverage upon separation from employment until the dollar amount is exhausted, at which time the retiree may continue coverage by remitting the required premium cost directly to the Town to the extent permitted by law and the terms of the Town's health insurance plan.
- (l) Retirees who are eligible for coverage during retirement pursuant to Section 9 above, shall contribute towards the premium cost of such coverage the same percentage of premiums as was applicable to the employee at the time of retirement. Such retirees shall be entitled to such coverage on the same basis as was the case at the time of retirement, including an overall level of benefits that is equal to or better the overall level of benefits that the retiree had at the time of retirement.
- (m) Any employee who retires and is eligible for Town-provided health insurance coverage upon retirement and who moves out of coverage area of plan will be provided a replacement plan substantially equivalent or better than the above plan. The parties agree that the PPO 811 (BC/BS) is a substantially equivalent plan. If the PPO 811 Plan is unavailable, the Town may propose a replacement plan to TCEA. If the TCEA believes that the new replacement plan is not substantially equal or better, the TCEA may use the arbitration procedure in this agreement to review the new plan.
- (n) If the Town contemplates a change of carriers, the parties shall form a committee to review the contemplated changes at least five (5) months prior to the effective date of any changes. The committee shall consist of two (2) members of each Union within the Town and three (3) members selected by the Town Board. The Town will not change health insurance brokers or actuaries without providing advanced notice to and consulting with the Town of Cheektowaga Employees Association.
- (o) Health insurance shall commence on the ninety-first (91st) day of full-time employment. Additionally, in the event an employee dies, health insurance coverage will be subject to the contribution requirements set forth in Section

7 above, for the surviving spouse and their dependents until the end of the month and the following month, which shall be deemed to run concurrent with any COBRA coverage period to which spouse and/or dependents would otherwise be entitled.

- (p) If a carrier providing coverage pursuant to this agreement unilaterally eliminates a specified coverage option, the Town's responsibility shall be to provide the level of coverage that is available from the carrier that is closest to the level of specified coverage that was unilaterally changed by the carrier, provided that the Town shall not be required to provide better coverage than the coverage option that was eliminated. This shall not apply to situations where the carrier decreases coverage and continues the benefit or where the carrier changes benefits to a separate rider.
- (q) The Town shall also provide an optical insurance commonly known as Blue Shield BCS Option 2 or equivalent, subject to the same contribution requirements as set forth in Section 7, above.

## **ARTICLE 15 WAGES**

### **SECTION 15.01 - WAGE SCHEDULE**

- (a) The wage schedule for all employees covered by this Agreement shall be set forth in Appendices "B" and "C", of this Agreement and shall be the only method by which wages or salaries shall be paid.
- (b) Across-the-board wage increase to employees as follows:

Effective 1/1/2024- 3.25% (retroactive for active employees as of ratification)

Effective 1/1/2025- 3.25% (retroactive for active employees as of ratification) with the initiation of the new wage schedule for the current calendar year within two (2) payroll periods of the Town Board approval of the new agreement.

Effective 1/1/2026 - 3.25% (retroactive for active employees as of ratification)

With all retroactive wage payments for the prior encompassed year, being paid within forty-five (45) days of the date of the Town Board approval of the new agreement.

- (c) Employees entitled to a wage or a salary increment shall receive such increment upon their completing the required amount of service from their original date of hire, on the pay day immediately after such anniversary date.
- (d) Part-time court officers shall receive the same salary increases as other bargaining unit members.
- (e) The only articles that apply to the Court Officers are Articles 1, 2, 3 (except Sections 3.06), 4, 15 (Sections 15.01(a), 15.04 and 15.06 only), 19, 20, and 24 (Sections 24.01, 24.02 and 24.09 only.)
- (f) The parties agree to enter in future negotiations upon the Town's decision with regard to the possible reorganization of the Court Officer function.
- (g) Effective 1/1/2018, Court Officers will receive a clothing allowance increase from \$180.00 to \$200.00 per year.

**SECTION 15.02 - LONGEVITY SERVICE PAY**

All employees shall, upon their anniversary date, receive the amount in the following schedule. Such amounts shall be cumulative and paid to the employee on the next pay date following such anniversary:

After five (5) years.....	\$1,100.00	
After ten (10) years.....	\$500.00	
After fifteen (15) years.....	\$700.00	Employees Hired Prior to 1/1/04
After twenty (20) years.....	\$750.00	\$850.00
After twenty-five (25) years....	\$650.00	\$750.00

**SECTION 15.03 - RATES FOR NEW JOBS**

Whenever a new position not listed as a job title in this Agreement is established, the Board will furnish the Union with the new job description and will confer and negotiate with the Union the basic salary. Failure to agree will result in binding arbitration.

**SECTION 15.04 - PAY PERIOD**

The Town may institute a bi-weekly pay period. Paper checks will be an option if the employee chooses to do so. The wages of all employees covered by this Agreement shall be paid on the same day of the week. In the event this day is a holiday, the preceding day shall be pay day.

## **SECTION 15.05 - SHIFT DIFFERENTIALS**

- (a) In addition to the established wage rates, there shall be a shift differential as follows:
  - (1) All employees working the second shift shall receive \$.75 additional cents per hour;
  - (2) All employees working the third shift shall receive \$1.05 additional cents per hour;
  - (3) Any employee who is assigned to work in the aerial truck shall be paid a differential of fifty-five (\$.55) cents per hour for all hours actually worked in the aerial truck.

## **SECTION 15.06 - WAGE DEDUCTIONS**

The Town agrees to make all deductions from salaries in accordance with New York State Labor Law Section 193.

## **ARTICLE 16 REPORTING TIME**

### **SECTION 16.01 - SHOW UP**

- (a) Any employee who is scheduled to report for work and who presents himself for work shall be assigned work.
- (b) If upon reporting for work and being assigned work an employee is excused before he has completed his regular work shift for the purposes of recalling such employee's work shift, or anytime thereafter, or if such employee's shift is split with an interval of more than four (4) hours before his assigned call back time, then such employee shall be paid time and one-half (1-1/2) his regular rate of pay for all hours worked on such shift re-assignment.

### **SECTION 16.02 - CALL TIME**

- (a) Any employee who works in addition to or outside of his regular scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1-1/2).

- (b) Continuation of Work Day:
- (i) An employee who works four (4) hours or less at the end of the employee's regularly scheduled work shift will be considered a Continuation of Shift.
  - (ii) If an employee works four (4) hours or less at the end of the employee's regular shift, pursuant to C.B.A. Article 16, Section 16.02(b), the employee will be paid time and one-half (1 1/2) for the actual time worked.
  - (iii) The parties agree that if the need arises to have an employee work more than four (4) hours, then a regular overtime situation has occurred and the overtime wheel must be used to effectuate the need for an employee to work.
  - (iv) If the employer believes that the work will end in less than four (4) hours, but later determines that the work will exceed four (4) hours, the employer will immediately use the overtime wheel. When the employee called in from the overtime wheel arrives at work, the employee on the continuation of shift will be sent home.
- (c) If the overtime assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one - half (1-1/2) until he/she completes four (4) hours work. If an employee starts work before their regularly scheduled shift, he/she will be paid the first four (4) hours at time and one-half (1 ½) and the remainder of his/her regularly scheduled shift at regular pay. Employees shall be credited on the departmental overtime sheet only for actual overtime hours worked.
- (d) Supervision shall determine if an employee has worked sufficient hours after his regular shift to be sent home. However, under no circumstances shall an employee be sent home during his regular scheduled shift without a minimum of four (4) hours pay. Should supervision excuse an employee before completing his regular work shift for the purpose of recalling such employee to work on another work shift which begins at the end of the employee's regular work shift, or anytime thereafter, or if such employee's regular work shift is split with an interval of more than four (4) hours before his assigned call back time, then such employee shall be paid time and one-half (1-1/2) his regular rate of pay for all hours worked on such shift assignment.

### **SECTION 16.03 - STAND BY TIME**

An employee who is required to be available for call and thereby is placed on

stand-by upon the Department Head's request, shall be compensated at the rate of two (2) hours pay for each eight (8) hour period and four (4) hours pay for Saturdays, Sundays and holidays at the employee's straight time rate of pay. If worked, stand-by time plus actual time worked shall be paid. All work performed shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

#### **SECTION 16.04 - PREMIUM RATES OF PAY**

- (a) All employees covered by this Agreement on a Monday through Friday schedule shall be paid time and one-half (1-1/2) their regular rates of pay for all work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week and all work performed on Saturday and Sunday, except to those employees covered by the provisions of Article 5, Section 5.02(b).
- (b) Employees who work other than a Monday through Friday schedule shall be paid time and one-half (1-1/2) for all work performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day in their regular work week.
- (c) All employees who have completed five (5) years of service and are

regularly scheduled to work on Saturday and/or Sunday shall receive an additional \$.95 cents per hour.

#### **SECTION 16.05 - OVERTIME DISTRIBUTION**

- (a) The distribution of overtime shall be equalized as much as reasonably possible each bi-annual period (Period #1: April 1st through October 31st and Period #2: November 1st through March 31st) beginning the first day of the respective period.
- (b) On each occasion when overtime is necessitated, the opportunity to work such overtime shall be offered to the employee within the job classification on a seniority basis, who has the least number of overtime hours to his credit at that time. If the employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for overtime work. If an employee refused overtime when asked, he shall be credited with the number of hours actually worked followed by the notation "R" or the word "REFUSED", provided that he is not on vacation, sick leave or any other excusable leave. Such refused hours shall be credited immediately after the work has been performed. Employees coming into a department by virtue of transfer, bid

or new position shall be placed at the end of the overtime list and credited with the maximum number of overtime hours worked by the Department. In departments where more than one classification is performing the same duties, employees in those classifications shall have overtime distributed as equally as possible on a seniority basis.

- (c) A record of the overtime hours worked by such employee shall be posted on the appropriate departmental bulletin boards weekly.
- (d) No temporary, seasonal, part-time or supervisory employee shall be assigned to bargaining unit work in a situation which would normally be considered overtime, except if no regular employee accepts such an assignment.

#### **SECTION 16.06 - WORK AT EMPLOYEE'S OPTION**

Overtime work shall be voluntary except under emergency circumstances. There shall be no discrimination against any employee who declines to work overtime.

#### **SECTION 16.07 - OVERTIME GRIEVANCES**

An employee shall not receive overtime pay unless he has actually worked the overtime hours involved, except as set forth below. In the event a grievance is filed pursuant to Section 16.05 an arbitrator shall have available to the following remedies:

- (a) First intentional occurrence in the department - 40% of compensation for overtime hours involved.
- (b) Second intentional occurrence in same department - 60% of compensation for overtime hours involved.
- (c) Third intentional occurrence in same department - 80% of compensation for overtime hours involved.
- (d) After the fifth intentional occurrence on a town-wide basis - 100% of compensation for overtime hours involved. If subsection (d) is applicable, that subsection shall apply.

These calculations shall apply on an annual basis commencing on January 1<sup>st</sup> of each year.

#### **SECTION 16.08 - OVERTIME CROSS-DEPARTMENT LIST**

If a department needs employees in addition to employees assigned to that department on an overtime basis, that department shall use the voluntary overtime list as established as follows:

- (a) The Town and the Union agree to establish a cross-department list for the purpose of selecting qualified candidates to work in another department on an overtime basis if the Town determines that overtime is necessary and the department overtime list is exhausted. This subsection shall not prevent the Town from using seasonal and part-time employees, if permitted by the Collective Bargaining Agreement. The Union and the Town will establish the cross-department list in good faith. The list shall be finalized annually on or before October 1<sup>st</sup> of each year. If an employee refuses to work three (3) times in a twelve (12) month period, he/she shall be removed from the list for the rest of that year.
- (b) If an employee works overtime in another department, such hours will be added to the employee's total overtime hours in his/her department for the purpose of the overtime list. Refusals shall not be counted in the employee's department list.

## **ARTICLE 17 SENIORITY**

### **SECTION 17.01 - DEFINITION**

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

### **SECTION 17.02 - PROBATIONARY EMPLOYEES**

- (a) All new employees hired shall be considered as probationary employees for the first ninety (90) days of their employment. When an employee completes his probationary period, he shall be placed on the seniority list. There shall be no seniority among probationary employees. During his probationary period, the employee shall only be entitled to bereavement leave and jury leave duty as outlined in this Agreement. Upon completion of his probationary period, the employee shall be entitled to all benefits afforded to all regular full - time employees.
- (b) The Union shall represent probationary employees for the purpose of collective negotiations in respect to wages, hours and other condition of employment as set forth under Article 1 of this Agreement, except for discharge and discipline for other than Union activity.

### **SECTION 17.03 - SENIORITY LISTS**

Every six (6) months, the Town shall post on all departmental bulletin boards, a seniority list showing the continuous service of each employee and his classification. A copy of the seniority list shall be furnished to the local Union secretary when it is posted.

### **SECTION 17.04 - BREAKS IN SERVICE**

- (a) An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement, except if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record, with the exception of discharge for cause. An employee's continuous service record shall also be adjusted and the employee shall not receive seniority credit for any periods of time of suspension without pay for more than thirty (30) calendar days, or leave of absence without pay for thirty (30) calendar days or more. Effective on the mutual ratification date, adjustments to seniority shall be made for leaves of absence after two (2) months.
- (b) Employees granted a leave of absence by the Town Board for the purpose of a permanent or temporary promotion to another bargaining unit in the Town will be covered in Section 10.09 (Leave of Absence) of this Agreement which are greater than one (1) year in length shall have his/her seniority frozen at that time of leaving the bargaining unit.

## **ARTICLE 18 WORK FORCE CHANGES**

### **SECTION 18.01 - VACANCIES, PROMOTIONS, DEMOTIONS, LATERAL MOVES**

- (a) Definitions:
  - (1) The term "promotion" as used in this Section means the permanent appointment of an employee to a higher paying position.
  - (2) Demotion as used in this Section means voluntary or disciplinary movement to a lower paying title.
  - (3) The term "lateral" as used in this section, means voluntary movement to a different title at the same pay rate.

- (b) Whenever a job opening occurs in any job classification or title set forth in the appendices hereto, or as a result of the establishment of a new job classification or title, a notice of such shall be posted on all bulletin boards stating the job classification, title, the rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of eight (8) work days or less if mutually agreed upon by the president of the Union or his designee and the appropriate Department Head. Day one (1) of the eight (8) work days shall begin the day after the job is posted.
- (c) During the posting period, employees who wish to apply for the job opening may do so by submitting an application, in writing, to the Coordinator of Employee Relations. The applicant may also submit a resume setting forth any previous experience and or training relating to the position applied for. Copies of the applications and resumes shall also be sent by the employee to the Union President and the Department Head. The bid application and uniform posting as set forth in Appendix "E" and "F" shall be standard.
- (d) The Town shall fill such job openings or vacancies from among those applicants within the Department who meet the standards of the job requirements. In the event there is more than one (1) qualified applicant from the Department, the Town shall then select, from among those qualified, the employee with the greater seniority. Any dispute arising from identical seniority dates will be settled by the Union by its selection of an equitable method. An employee must be working in a department for at least six (6) months to have departmental seniority. Such appointment shall be at the next regularly scheduled Board meeting, effective no later than seven (7) calendar days from such meeting or if the appointing authority is not the Town Board, then such appointment shall be made within fifteen (15) calendar days of the last day of posting.
- (e) In the event no employee within the Department is awarded the job, the vacancy shall be filled in the following order:
  - (1) The individual with the highest seniority from among the qualified applicants from other Town departments;
  - (2) Anyone not mentioned above.

Where the Town has violated the C.B.A. by using a different procedure to fill the opening or vacancy, the measurement of damages shall be the wage and value of benefits for each day or part thereof that a violation occurs, which shall be payable to the Union or the employee(s) whichever is appropriate.

- (f) A job posting may be withdrawn for cause; notice shall be provided to the

Union President in writing of the reason for the withdrawal.

- (g) Employees on vacation, sick leave, maternity leave, military leave or Workers Compensation, provided the employee returns to work within thirty (30) days, unless the Department Head agrees a longer time frame is acceptable, shall be permitted to submit a completed bid application for consideration for any job opening which may occur during the period of his absence. If such employee is awarded such position and does not desire such, he shall advise the Department Head within five (5) working days after his return to work. In such event, it shall not be necessary to re-post such job vacancy and it shall be filled in accordance with the provisions of (d) and (e) above.
- (h) An existing bargaining unit employee selected in accordance with the provisions of this Section shall have a trial period of not less than thirty (30) days nor more than sixty (60) days. If the Town shall determine during the trial period that the employee does not meet the requirements or responsibilities of the position, he shall be restored to his former

position, if any. During such trial period, the employee's former position may be filled by assignment, pursuant to Section 18.01 (h) (1);

- (1) If the need is immediate, a short-term opening or vacancy may be filled by assignment, pending the posting procedure. The Union President shall be informed immediately, in writing, of all short-term job openings or vacancies that are filled fifteen (15) calendar days or more. Such assignment shall be on the basis of qualifications and in the event of there being more than one (1) qualified employee, on the basis of seniority. Short-term openings or vacancies known to be more than thirty (30) calendar days will be posted in accordance with this section. An employee selected by bid to fill such short-term vacancy shall be returned to his former position upon completion of the assignment.
- (2) No employee shall be assigned a short-term job opening for more than thirty (30) calendar days in any calendar year. The intent of this provision is to prevent the repeat assignment of employees to short term job openings or vacancies.
- (3) An employee assigned to a short-term job opening shall be paid the wage rate established for that job, or his own wage rate, whichever is higher. An employee who bids on a position will receive the appropriate wage rate for that position. (Memorandum of Understanding dated April 10, 2001.)

- (i) All job assignments that are considered upgrades shall be offered to employees by the procedures outlined in Section 18.01(h) (1), (2), and (3) above.
- (j) Employees appointed to a vacancy on a provisional basis shall return to his/her former position, if not appointed on a permanent basis from the Civil Service list.

## **SECTION 18.02 - COMPETITIVE CIVIL SERVICE JOBS**

The Civil Service Law of New York and the Rules and Regulations of the State Civil Service Commission shall govern the selection of employees for positions in the competitive class of Civil Service, except that in the absence of an appropriate Civil Service List, meaning a list from which selection must be made, the procedure set forth in section 18.01 of this Article shall prevail. Selections from promotional lists shall be made until the list of names is exhausted before any consideration may be given to the names appearing on any other list that may be in effect.

## **SECTION 18.03 - LAY OFF**

- (a) The word "layoff" means a reduction in work force. If the Board anticipates a layoff, it shall notify the employees and the Union sixty (60) days prior to such anticipated layoff.
- (b) Competitive class employee's layoff procedure shall be determined by Section 80, 81 and 85 of the Civil Service Law. The non-competitive and labor class employees shall be governed by the remainder of this Section. Temporary, seasonal, part-time and probationary employees shall be laid off first prior to any bargaining unit employees being laid off. Should it be necessary to further reduce the work force, then the non-competitive and labor class employees shall be laid off the inverse order of seniority.
- (c) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump (replace an employee with less seniority) any employee in the same job classification or a lower classification. This Section shall not apply to grant employees.
- (d) Notwithstanding anything contained herein, in the event of a layoff, the president, vice president, secretary, treasurer and all stewards, including all Executive Board Members, not to exceed five (5) shall be the last persons to be laid off in the bargaining unit.

## **SECTION 18.04 - RECALL**

When the work force is increased after a layoff, employees will be recalled according to the order of seniority, as defined elsewhere in the Agreement, based on job classification. Notice of recall shall be sent to the employee at his last known address by registered mail. If an employee fails to report for work on the tenth (10) day from the date of mailing of the notice of recall, he shall be considered a "quit". Recall rights for a employee who has not been recalled after a layoff shall expire three (3) years from date of the layoff.

## **SECTION 18.05 - CONSOLIDATION OR ELIMINATION OF JOBS**

- (a) Any employee displaced by the elimination of jobs through consolidation, the installment of new equipment or machinery, the curtailment or replacement of existing facilities, or for any other reason, shall be permitted to exercise his seniority rights to transfer to any other department in the service of the Town within the same classification, or to a lower classification. A lower classification shall mean a position the qualifications for with are included within the qualifications of the higher classification.
- (b) Any employee requesting such transfer because of the elimination of his job shall be transferred as provided for in paragraph (a) above, on the basis of seniority and such request shall take precedence over any other requests for transfer.

## **ARTICLE 19**

### **DISCIPLINE AND DISCHARGE**

- (a) If an employee appears to be a potential subject of disciplinary action, the employee shall be notified in writing at least 48 (forty-eight) hours in advance of being questioned and shall have a right to a Union Representative present during such questioning.
- (b) Disciplinary action may be imposed upon an employee within eighteen (18) months of the time the Town knows or should have known of the events forming the basis for the disciplinary action and only for failing to fulfill his responsibilities as a Town of Cheektowaga employee.
- (c) If any disciplinary action is to be taken against an employee, notification, in writing, shall be given to the employee, employee's steward and the Union President. Such notice shall state the reason for the disciplinary action and the penalty imposed.
- (d) Disciplinary action shall include oral reprimand, written reprimand, suspension without pay, demotion, discharge.

- (e) In the event of a serious violation, the employee involved, may be suspended without pay, immediately by the Department Head. In such event, a meeting of the Labor/Management Committee will be convened within two (2) work days of the suspension. If an employee is suspended, an employee may be suspended a maximum of thirty (30) days without pay, unless the employee's presence is a safety concern to himself, the Town or the public. This limitation does not limit the town's final determination of penalty issues.
- (f) If a Department Head, foreman or working foreman has reason to reprimand an employee, it shall be done privately, except for the presence of a Union representative and Coordinator of Employee Relations and in a manner that will not embarrass the employee before other employees or the public.
- (g) Disciplinary action other than an oral reprimand shall be processed at Step 2 of the grievance procedure of this Agreement and shall be subject to the arbitration provisions of the procedure, however, a written or oral reprimand may be processed only through Step 2 of the grievance procedure.
- (h) All discipline shall be stamped "inactive" in accordance with the following schedule and thereafter may not be used for any purpose:

Oral reprimand - 3 months  
Written reprimand - 6 months  
Suspension or other discipline - 12 months

However, for any employee who has had three (3) disciplinary incidents, the above schedule/denotation of the discipline being "inactive" will no longer be applicable. Any further incidents of discipline, and any discipline which has not yet been stamped "inactive" under the schedule above, shall remain active and may be utilized with regard to future disciplinary action. This exception will not apply to Highway Department employees, and the above "inactive" schedule shall remain in full effect for such employees notwithstanding the number of cumulative disciplinary incidents.

## ARTICLE 20 SETTLEMENT OF DISPUTES

### SECTION 20.01 - GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, including the

application, meaning or interpretation of this Agreement, shall be settled in the following manner:

**Step 1:** The Union Steward or other authorized representative of the Union, with or without the employee, shall present the grievance or dispute in writing to the Department Head or his designee within ten (10) work days of its occurrence. The Department Head or his designee shall respond in writing within five (5) work days to the Union Steward or other authorized representative of the Union.

**Step 2:** If the grievance is still not settled, it shall be presented in writing by the Union President and /or authorized representative of the Union to the Coordinator of Employee Relations within seven (7) work days after the response of the Department Head is due. The Coordinator of Employee Relations shall discuss the grievance with the Association Grievance committee within ten (10) working days from the receipt of the grievance and shall respond, in writing, within five (5) working days of such meeting.

**Step 3:** If the grievance or dispute is still unsettled, either party may, request arbitration within twenty (20) days after the reply of the Coordinator of Employee Relations is received by the Union President and/or the authorized representative of the Union, but if no such reply is received then at any time after the reply is due.

- (a) The arbitration proceedings shall be conducted by an arbitrator to be selected in accordance with the applicable rules and procedures of the New York State Public Employment Relations Board (PERB) upon request of either party.
- (b) The arbitrator shall be requested to issue his decisions within thirty (30) days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.
- (c) Expenses for the arbitrator's services and proceedings shall be borne equally by the Board and the Union. 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.
- (d) No arbitrator shall have the power to amend, modify or delete any provisions of this Agreement. However, unless otherwise provided by law or this agreement, the Arbitrator has the authority to award a remedy, which includes monetary damages and any other remedy in the interest of better labor relations or to discontinue a violation in the future to the aggrieved employee or the Union.
- (e) Upon the mutual agreement of both parties, an arbitrator may be

requested to hear and make determination on more than one (1) case, even though the cases are not related in any way.

- (f) The parties may mutually agree to bench arbitration to quickly resolve minor disputes. Bench arbitration decisions shall be made at the conclusion of presentation of evidence without written briefs of the parties.
- (g) Any information requested by the Union within the parameters of F.O.I.L. (Freedom of Information Law) shall be provided within ten (10) working days and at no cost.

### **SECTION 20.02 - TIME LIMITATIONS**

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

### **SECTION 20.03 - GRIEVANCE MEETINGS**

Any grievance meeting held pursuant to this Article during an employee's working hours with the Town shall be without loss of wages for the employees present at such meeting.

### **SECTION 20.04 - MULTI-DEPARTMENTAL GRIEVANCES**

In the event a grievance applies to more than one (1) department, it may be submitted directly to Step 2 of the grievance procedure. Time limits for filing such a grievance shall be the same as noted in Step 1.

## **ARTICLE 21 UNION COMMITTEES**

### **SECTION 21.01 - GRIEVANCE COMMITTEE**

The Union President and four (4) individuals of his choice shall constitute the Union Grievance Committee.

## **SECTION 21.02 - SAFETY COMMITTEE**

- (a) The Town and Union agree jointly to establish a Safety Committee consisting of an equal number of Board and Union representatives the number of members to be agreed upon. This Committee will advise management on all safety problems.
- (b) The Town and Union agree jointly to maintain, operate and support the Town Loss Control and Safety Program and Rules, a copy of which is incorporated by reference herein.
- (c) The Personnel Department and Union agree to hold Safety Committee meetings at least once a month.

## **SECTION 21.03 - LABOR / MANAGEMENT COMMITTEE**

- (a) Conferences between at least two (2) Board members and four (4) representatives (which shall not include the Union Attorney) of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties, will be arranged between the parties upon request of either party, provided employees who are attending do not disrupt department operations. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should meetings fall within their regular work hours.
- (b) The Board and Union agree to hold meetings of the Labor/Management Committee at least once per month.

## **SECTION 21.04 - NEGOTIATION COMMITTEE**

Employees selected by the Union, not exceeding five (5) in number, to act on its behalf during the period of negotiation of a labor contract shall suffer no loss of time or pay for such time spent during their regular work hours.

## **SECTION 21.05 - RECLASSIFICATION COMMITTEE**

The parties agree that a committee composed of the Board's representative and the representative of the Union shall be established one hundred twenty (120) days after the execution of the agreement to study and explore possible job re-classification, with the view to rectify existing inequities, if any.

## **SECTION 21.06 - TRAINING COMMITTEE**

The parties agree to meet, for the purpose of establishing training programs for the mutual benefit of the Town and the T.C.E.A. bargaining unit members.

## **ARTICLE 22 STRIKES AND LOCKOUTS**

### **SECTION 22.01 - LOCKOUT**

No lockout of employees shall be instituted by the Board during the term of this Agreement.

### **SECTION 22.02 - STRIKES**

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

### **SECTION 22.03 - PICKET LINES**

No bargaining unit member shall be required to cross a picket line off Town premises.

## **ARTICLE 23 CONTRACT/SUB-CONTRACTING OF PUBLIC WORK**

### **SECTION 23.01 - NOTICE OF SUB-CONTRACTING**

During the term of this Agreement, the Board shall not contract or sub-contract any public work performed by employees covered by this Agreement. If the Town wishes to sub-contract any work, the Union must be given at least two (2) weeks written notice and discuss with the Union its decision to contract or sub-contract and the effect on the employees of the decision, except in the following emergency situations where the OT

list has been exhausted:

1. Scheduled milling projects;
2. Scheduled paving projects;
3. Snow removal; and
4. Any other emergency situation mutually agreed to by the Town and Association. In these cases, a twenty-four (24) hour's notice shall be provided. The Town agrees to use the Union provided emergency call-in list for available employees on the list that have the appropriate commercial driver's license and experience within the applicable department in the last three (3) years.

## **SECTION 23.02 - BUILDING and GROUNDS DIVISION SEPARATE DEPARTMENT**

The Town has created a Building and Grounds Division within the Facilities Department, which will be treated as a separate department, except for bidding rights within the Facilities Department.

## **ARTICLE 24 GENERAL PROVISIONS**

### **SECTION 24.01 - PLEDGE AGAINST DISCRIMINATION AND COERCION**

- (a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, physical and mental handicaps, national origin or political affiliation. The Union shall share equally with the Board the responsibility for applying this provision of this Agreement.
- (b) All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.
- (c) The Board agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Board or any Board representative against any employee because of Union activity in an official capacity on behalf of the Union as set forth in Section 10.06(b).
- (d) The Union recognizes its responsibility as the sole and exclusive representative of the negotiating unit and agrees to represent all employees in the negotiating unit.

## **SECTION 24.02 - WORK RULES**

- (a) The Town agrees to discuss changes in existing work rules or the establishment of new work rules with the Union.
- (b) In the event an agreement cannot be reached between the parties, then the Town may implement such work rule changes, however, the Union retains the right to utilize the grievance arbitration provisions of this Agreement to restore the work rule to the status quo for good cause shown.
- (c) When existing rules are changed or new rules are established, they shall be posted prominently on all Union bulletin boards for a period of ten (10) work days before becoming effective, unless said work rules affect a particular department only, in which event the change or new rule shall be posted only in the effected department(s). A copy of any changed or new work rule shall be forwarded to the Union President.
- (d) The Town further agrees to furnish each employee in the negotiating unit with a copy of all existing work rules within thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.
- (e) Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly enforced.
- (f) Any complaint as to reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the grievance procedure.

## **SECTION 24.03 - WORK CLOTHING, PROTECTIVE CLOTHING**

- (a) Employees in the following departments: Highway, Facilities, Sanitation, Sewer Maintenance, Sign Maintenance, Central Garage, Animal Control Officer, Main Pump and Code Enforcement Officers, whose duties as listed in the job descriptions require such and other employees as OSHA dictates, shall be provided three (3) uniforms per year, gloves and rainwear. Protective clothing, including gloves and rain wear, shall be replaced by the Town when necessary, subject to normal wear and tear.
- (b) Upon the issuance of rain wear, the employee will be responsible for such and if replacement is necessary as a result of the negligence of the employee, a fair and reasonable charge shall be made against the employee.
- (c) Employees included within the provisions of Section 24.03 (a) shall also receive an allowance for safety shoes of One Hundred Fifty Dollars (\$ 150.00) (which may include steel-toed sneakers). The Town will make available to these employees alternative styles, etc. of such shoes. Each employee shall pick the style, etc. desired. If the cost of the safety shoe

- picked exceeds the allowance, the employee shall pay such additional cost.
- (d) Employees receiving any of the items of clothing or shoes, as set forth in this Section, shall wear such uniforms, gloves, safety shoes and rain wear at all times on the job. Employees failing to comply with this section may be subject to discipline, up to and including loss of allowance.
  - (e) Employees in the bargaining unit who do not receive the work or protective clothing as set forth in Section 24.03 (a), shall receive a One Hundred Fifty Dollars (\$ 150.00) stipend.
  - (f) Effective 1/1/2018, Court Officers will receive a clothing allowance increase from \$180.00 to \$200.00 per year.
  - (g) New hires, during their first year of eligibility for work clothing, must take the protective safety green jacket (mutually agreed upon between the Town and the Union) as one of their items requested. All blue-collar employees are entitled to six (6) pieces (items) of work uniform. Clothing items have the following point system:

<u>Item Type</u>	<u>Item Value</u>
Pullover Sweatshirt or Zipper Sweatshirt	1 Item
Carhartt Bib Overalls or Carhartt Jacket	4 Items
High-Vis Jackets (safety green)	3 Items
Regular Bib Overall	2 Items
Denim Jeans or Work Pants	1 Item
Chambray Shirts	1 Item
Two (2) tee shirts	1 Item
Hi-vis two (2) tee shirts	1 Item
Hi-vis Pullover Sweatshirt or Zipper Sweatshirt	1 Item

#### **SECTION 24.04 - PERSONNEL POLICY**

Five hundred (500) copies of this Agreement shall be provided by the Town for distribution by the local Union President. Copies of the Agreement will be provided by the Town no later than sixty (60) days after mutual ratification.

As soon as practicable after the approvals referred to in Paragraph IV have been given, a new written agreement containing the terms set forth herein shall be prepared by the chief spokespersons of the parties and executed by the Town Supervisor and the President of the TCEA.

#### **SECTION 24.05 - PERSONAL AUTOMOBILE REIMBURSEMENT**

Employees who are obligated to use their personal automobile on Town business shall be reimbursed at the IRS rate per mile.

## **SECTION 24.06 - TUITION REIMBURSEMENT**

The Town will pay seventy-five percent (75%) of the tuition for employees taking job advancement courses that directly relate to improving the skills of the employee on the job. Employees must receive prior approval from the Department Head and the Town Board and successfully complete said course with a "B" or better.

## **SECTION 24.07 - TOOL ALLOWANCE**

- (a) All employees required to have tools in the mechanical garages shall be paid an annual sum of Four Hundred Dollars (\$400.00).
- (b) Employees hired as tree trimmers and work six (6) months or more in said position shall receive Two Hundred Dollars (\$200.00) in equipment allowance.
- (c) Tool and equipment allowance will be payable in December of each year. Employees must have worked six (6) months with the Town during the year to be eligible.

## **SECTION 24.08 - LICENSE REIMBURSEMENT**

The Town will reimburse Bargaining Unit members for the following licenses that are required for the performance of their duties:

- (1) C.D.L. - If the employee is in the random drug testing pool;
- (2) Department of Motor Vehicles inspection licenses.

## **SECTION 24.09 - RESIDENCY REQUIREMENT**

- (a) Employees covered by this Agreement may reside anywhere in Erie County after five (5) years of service. Newly appointed employees will have one (1) year to comply with the residency requirements, as set forth by the Town of Cheektowaga.
- (b) Any decrease in residency requirements granted to any bargaining unit shall be granted to this bargaining unit.

## **SECTION 24.10 - EMPLOYEE ASSISTANCE PROGRAM**

The Town and the T.C.E.A. shall mutually agree upon the provider for the Town's Employee Assistance Program.

**ARTICLE 25**  
**SEASONAL and PART-TIME EMPLOYEES**

**SECTION 25.01 – SEASONAL EMPLOYEES**

A seasonal employee is defined as an employee who is hired on a seasonal basis to supplement the regular work force during peak periods or who is hired to fill a position which could not be filled pursuant to Section 18.01, but such employment shall be for a period not to exceed twenty-four (24) weeks in a calendar year, except where a seasonal employee is hired to fill a bargaining unit encumbered position. Seasonal employees shall not be entitled to any benefits provided by this Agreement. Seasonal employees who are employed by the Town for more than twenty-four (24) weeks shall be bargaining unit members, except where a seasonal employee is hired to fill a bargaining unit encumbered position. Seasonal employees who are hired to fill a bargaining unit encumbered position shall pay Union dues and have one day of seniority if employed more than twenty-four (24) weeks. Such seasonal employees may be terminated upon the return of the bargaining unit employee from their leave of absence.

**SECTION 25.02 - PART-TIME EMPLOYEES**

A part-time employee is defined as an employee who is hired on a part-time basis to supplement the regular work force, but such employee shall not work in excess of nineteen (19) hours per week. Part-time employees shall not be entitled to any benefits of this Agreement. Part-time employees may be employed on a year round basis.

**SECTION 25.03 – LIMITATIONS ON PART-TIME/SEASONAL EMPLOYEES**

No combination of seasonal or part-time service can equal more than twenty-four (24) weeks of service in a calendar year.

**SECTION 25.04 - PART-TIME EMPLOYEE VIOLATIONS**

If any seasonal or part-time employee or any combination of such employment amounts to more than one thousand and forty (1,040) hours in a year in the Youth and Recreational Services Department, the Town reserves the right to designate five (5) employees per calendar year who may exceed the 1,040 hours limit and this shall not be a violation of this Agreement.

## **SECTION 25.05 - PART-TIME and SEASONAL DRIVING LIMITATIONS**

The Town agrees, on a Town-wide basis, that part-time and seasonal employees can drive only the following vehicles: Pick-up trucks (for purposes other than plowing snow), stake-beds, cages, low-boy dump trucks, lawn tractors and cutting equipment with up to 72-inch front mower decks (except licensed tractors and cutting equipment), if they do not require a Commercial Driver's License. Properly licensed part-time and/or seasonal employees will not operate other vehicles except in overtime situations only after the opportunity to perform the work is properly offered to all eligible bargaining unit members in the department pursuant to the overtime call-in procedures of Section 16.05 of the Collective Bargaining Agreement. The parties agree that the sole intent of this paragraph is to allow the Town to use part-time and/or seasonal employees to perform the above-referenced additional duties only in instances where no full-time employees are available for such overtime work, and not to replace full-time bargaining unit members or their normal duties with part-time or seasonal employee.

## **SECTION 25.06 - INTERNS and STUDENT ASSISTANTS**

- (a) Interns and student assistants may be hired by the Town provided such interns and student assistants do not replace a bargaining unit member not inconsistent with Article 18.
- (b) The parties agree that use of interns or student assistants shall not affect the exclusivity of bargaining unit work issues.

## **SECTION 25.07 - TEMPORARY EMPLOYEES**

- (a) If the Town appoints an individual on a temporary basis to fill a vacancy of a full-time, encumbered TCEA employee out on sick leave, worker's compensation, Family Medical Leave Act or due to a promotion, then the appointment will count towards the minimum staffing number under Section 3.06. Such appointment shall include full wages and benefits (including union membership) but shall not include benefits under Articles 14, 17 or 18. If the employee is appointed permanently, his/her seniority shall be from the first (1<sup>st</sup>) day of employment. After six (6) months of employment, temporary employees, as noted above, shall have the option of paying the health insurance premium at group rate.
- (b) As per Memorandum of Agreement between the Town and TCEA dated March 31, 2015, any TCEA member that works more than six (6) months as

a temporary employee will be given one (1) day of seniority on the day after their six (6) months. This applies to any employee with temporary status, effective March 31, 2015.

**ARTICLE 26  
DISABLED EMPLOYEES**

The Town shall make every effort to place an employee who becomes partially disabled on his present job in a job which he is able to perform, and in accordance with the American Disabilities Act.

**ARTICLE 27  
SAVINGS CLAUSE**

Should any article, section or other portion of this Agreement be declared unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision.

**ARTICLE 28  
HEALTH AND WELFARE FUND**

- (a) The Town shall contribute the following amount to the Union Health and Welfare Fund annually: Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00). Such funds may be used for any legitimate purpose, except for political purposes and the general operating expenses of the Union. The Town agrees that any alleged monies owed by the Union is hereby satisfied and/or waived.
- (b) The Union agrees to waive any and all claims for monies under former Sections 24.07 and 24.11, and the Union acknowledges that all past amounts under these sections are fully paid by the Town.

**ARTICLE 29  
DEFERRED INCOME PLAN**

The employee will have the right to choose between the following carriers for their Deferred Income Plan: Copeland and Empire Financial Services. Employees shall not change carriers within a twelve (12) month period.

**ARTICLE 30  
SECTION 125 PLAN**

The parties agree to institute a Section 125 plan. The plan shall include all four (4) categories of contributions. Dependent care account is limited to Five thousand dollars (\$5,000.00). The other three (3) categories are limited to the IRS minimum. If there is money in the plan on December 31<sup>st</sup>, after payment of forfeitures, the balance will be paid as follows: 50% to the Union Health and Welfare Fund and 50% to the Town. The choice of provider shall be the Town's subject to disapproval by the Union. The Union acknowledges that the two (2) firms that presented proposals are acceptable to the Union.

**ARTICLE 31  
DRUG TESTING**

The parties agree to negotiate a drug testing policy. No such policy shall be instituted until the parties mutually agree on all terms. A copy of the Town of Cheektowaga Policy on Substance Abuse for Drivers of Commercial Motor Vehicles, dated December 1, 1995 and revised July 11, 2003 is appended to this contract (Appendix "G").

**ARTICLE 32  
SANITATION DEPARTMENT**

**SECTION 32.01 - WORK WEEK**

- (a) Sanitation Department. The regular starting time in the Sanitation Department will be 6:00 A.M. Said employees shall continue to work under the incentive system, which permits a shift to end after six (6) hours with the satisfactory completion of his assigned route, except as noted in Section 32.02(b)(1). The existing sign-in sign-out procedure and practice shall continue except as modified in Section 5.01.
- (b) Overtime. Overtime shall be paid to Sanitation Department employees only for the number of overtime hours actually worked beyond their normal shift.
- (c) Holidays. Sanitation employees shall be scheduled to work all holidays except Christmas and New Year's Day. Refuse pickup for these two (2) days will be a day later in the remainder of that week.

## SECTION 32.02 - ROUTES and STAFFING

- (a) Sanitation Department Residential Routes:
  - (1) Eight (8) residential routes with an equal number of stops per day. Each will be manned by 1 MEO-B and two (2) Laborers.
  - (2) The number of routes shall not be decreased or increased without mutual agreement between the Town and Union.
  
- (b) Sanitation Department Commercial Routes:
  - (1) The Sanitation Department Commercial Routes will consist of one (1) commercial container route. This route will be manned by two (2) MEO-A's on a schedule of four (4) ten (10) hour days, scheduled Tuesday through Friday. Employees are permitted to leave after seven (7) hours with the satisfactory completion of his/her assigned route, if the employee waives their meal period and rest periods. Employees who are assigned to a four (4) day work week and use sick, personal, lieu, bereavement leave or vacation shall be charged on a basis of a ten (10) hour day period.
  - (2) When a holiday falls on a Monday and an employee is not scheduled to work, the employee shall receive forty (40) hours regular pay and eight (8) hours holiday pay for a total of forty-eight (48) hours. If the Holiday falls on a regular scheduled day and the said employee works the employee shall be compensated for an additional eight (8) hours at time and one-half for that holiday. Unless said employee works more than eight (8) hours on the holiday, then he/she shall be compensated for all hours worked at time and one-half. The parties agree to be bound to the James R. McDonnell Stipulated Award of April 23, 2001 with respect to accumulating and using leave credit.
  - (3) One (1) container route shall be assigned to the Galleria Mall for a minimum of two (2) days a week. This route will be manned by one (1) MEO-A. The employee may be assigned to other routes the other days.
  - (4) Effective January 1, 2012, the Town shall appoint an employee to the position of Floating MEO-A. As a Floating MEO-A, the employee shall be expected to fill in as needed, and as more specifically described below, as an MEO-A truck operator for both the commercial sanitation routes and the Walden Galleria route and will

complete the training necessary to work the Walden Galleria route.

- (5) The Floating MEO-A will be paid at the MEO-A rate only during those times when he is actually performing the duties of another MEO-A truck operator on the commercial sanitation routes and/or the Walden Galleria route.
- (6) In the event one of the MEO-A drivers assigned to the commercial route is unable to perform that work, then the MEO-A driver assigned to the Galleria Mall will first be asked to replace that MEO-A driver. In the event that the MEO-A driver assigned to the Galleria Mall is unable to replace that MEO-A driver assigned to the Galleria Mall, then, in that event, Floating MEO-A is unable to replace the MEO-A driver, then the next most senior MEO-B driver shall be offered the upgrade to that MEO-A position on a temporary basis for that specific event.
- (7) In the event the MEO-A driver, who is the MEO-A driver assigned to the Walden Galleria Route, is unable to perform that work, then the Floating MEO-A will be asked to replace that MEO-A driver. In the event the Floating MEO-A is unable to replace that MEO-A driver, then the next available most senior MEO-B driver shall be offered the upgrade to the MEO-A position on a temporary as needed basis. Any MEO-B driver asked to replace an MEO-A driver in this instance must have previously completed the training necessary to work the Walden Galleria route. If the next available most senior MEO-B driver has not completed that training, then the selection process will continue until an available most senior MEO-B who has completed that training is found.

(c) Sanitation Employees Not Assigned to Residential or Commercial Routes:

Grass, bundled branches and white goods may be picked up by Sanitation Department employees, and will not be mixed with garbage and will not be picked up by residential and commercial route drivers and laborers, except grass may be picked up from November 15<sup>th</sup> to April 15<sup>th</sup> by residential routes.

(d) Vacancies:

If a vacancy occurs in the department due to sick, vacation, personal or other absence, the vacancy shall be filled by the qualified bargaining unit employees, except as noted in Section 18.01(1). The vacancy shall be filled as follows:

- (1) MEO Vacancy
  - (a) Extra MEO's in the Department
  - (b) Laborers in Department with CDL license
  
- (2) Laborer Vacancy
  - (a) Extra laborers in Department
  - (b) Part-time or Seasonal Laborer

### **SECTION 32.03 - BIDDING**

In November of each year all routes will be posted for review and bidding will be as follows:

- (a) Most senior laborer will pick first; next most senior laborer will pick next and so forth;
- (b) Most senior MEO-B will pick first; next most senior MEO-B will pick second and so forth;
- (c) Most senior MEO-A will pick first; next most senior MEO-A will pick next and so forth.

The Union will have the sole responsibility for posting and selection.

### **SECTION 32.04 - VACATIONS**

Management will make every reasonable effort to make the following vacations available:

- (a) Sanitation Department Residential Routes and Employees Not Assigned to a Route:
  - (1) Minimum of three (3) MEO-B's
  - (2) Minimum of three (3) Laborers
  
- (b) Sanitation Department Container Routes:
  - (1) Minimum of two (2) MEO-B's
  
- (c) Galleria Mall Route:
  - (1) Minimum of one (1) MEO-A

## **SECTION 32.05 - MISCELLANEOUS**

- (a) The Town shall have the right to subcontract source separated recyclables.
- (b) No privatization of the Sanitation Department during the term of the Agreement.
- (c) Sanitation employees will not pickup former source separated recyclable materials.

### **ARTICLE 33**

#### **PARKS, RECREATION and YOUTH SERVICES DEPARTMENT**

- (a) The parties recognize that the Town Board has by Resolution (dated January 1999) created a new department entitled "Parks, Recreation and Youth Services", but did not negotiate with the TCEA to create a new department. Therefore, the parties have treated the Parks, Recreation and Youth Services Department as three (3) separate departments: Facilities, Recreation, and Youth Bureau. The change is for supervision only and has no effect on bidding, overtime, vacation selection, departmental seniority, etc.
- (b) The Town agrees to use Parks Division Bargaining Unit Employees prior to using seasonal and part-time employees, volunteers and other employees on festival weekends including, but not limited to, the Fourth of July, Polish Festival and German Festival, except as noted in paragraph (c) below.
- (c) If all Parks Division Bargaining Unit Employees have been asked to work and refused or are unavailable for work (sick leave, vacation, personal leave and sick lieu day), work is limited to parking lot attendants in parking lots (volunteers or paid seasonal or part-time employees) or work is limited to traditional "stage crew" work (not including clean up).
- (d) Seasonal and Part-time employees regularly scheduled to work on festival weekends (not holidays) in the affected department, may work their regularly scheduled hours and days of the week.
- (e) No employee (Bargaining Unit or Non-Bargaining Unit) shall be offered compensatory time in lieu of salary, pursuant to the Fair Labor Standards Act.
- (f) All work done during festival weekends by Bargaining Unit, Seasonal and Part-time employees, Non-Bargaining Unit, volunteers or employees must have Work Assignment Sheets filled out or approved by a Department Head or his/her designee. The work assignment sheet must include the following: Name, date, hours of work, number of hours worked per assignment and all work assignments.

- (g) Prior to the use of any Non-Bargaining Unit Employees or volunteers, the Town agrees to meet with TCEA to discuss the full extent of Non-Bargaining Unit Employees or volunteers during festival weekends.
- (h) Violation of this Article after February 4, 2002 shall result in the TCEA being paid for all hours worked by Seasonal and Part-time employees at TCEA overtime rates.

**ARTICLE 34  
HIGHWAY ISSUES**

- (a) Hours of work for employees in the Highway Department will be 7 am to 2 pm. Employees will waive their two (2) fifteen (15) minute rest periods and take only a twenty (20) minute lunch.
- (b) Employees in the Highway Department will be allowed to bid plow routes during the month of October by seniority.

**ARTICLE 35  
INFORMATION TECHNOLOGY DEPARTMENT**

- (a) The Town and the TCEA agree to the following for the Information Technology (IT) Department only:

If there is a project or emergency that needs to be completed outside of the employee's normal shift, the IT Department Head will give ample, advance notice to the IT Department employee for scheduling a day and/or time conducive of completing the work. If the time requested by the Department Head is before or after the employee's normal work shift, the employee and the Department Head will have the option to agree on an alternative schedule, in hours, outside the normal work shift until the project/or emergency is completed. The agreement will cover a change in time/shift within forty-eight (48) hours of the project/emergency.

The employee will work the mutually agreed upon hours consecutively and overtime will not be paid for the hours agreed upon. However, if the employee works beyond the hours agreed upon, they will be paid overtime at time and one-half for all hours worked above the beginning and end of the mutually agreed upon time.

The employee will have the option to work their regular work shift and receive overtime for the hours he/she is requested to work beyond their regular work shift to complete the project or use the alternate time equal to the number of hours of work performed outside of the employee's regularly scheduled shift.

The employee and department head will memorialize the agreement for the change in shift in writing. An electronic copy will be kept in a mutually accessible folder. If an employee is asked to work Saturday or Sunday, he/she will be entitled to overtime pay at time and one-half or a shift change equal to the number of hours of work performed within the employee's next regularly scheduled shift. Once the project requiring different work hours is complete, the employee will return to their regular work shift.

### **ARTICLE 36 TERMINATION AND MODIFICATION**

- (a) The Board and the Union agree to begin negotiations concerning a successor or amended contract no later than June 15<sup>th</sup> of the final year of the contract. Any contract proposals to amend the current contract shall be reduced to writing by the Town Board and the Union and shall be exchanged no later than July 1<sup>st</sup>.
- (b) In any negotiations described in this contract, each party shall have the right to select its own consultants and representatives from within or without the Town. It is recognized that no final agreement between the parties shall become effective without ratification by the Town Board and by the members of the Union.
- (c) This Agreement shall become effective the first day of January, 2024 and continue in full force and effect until midnight December 31, 2026, and from year-to-year thereafter unless on or before July 1<sup>st</sup> prior to any expiration date, either party shall notify the other in writing of its intending to negotiate for the succeeding year. The parties shall meet no later than fifteen (15) days after such notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed each by its authorized officials.

TOWN OF CHEEKTOWAGA,  
ERIE COUNTY, NEW YORK

By:   
BRIAN NOWAK, Supervisor

DATE EXECUTED: 1/23, 2026

TOWN OF CHEEKTOWAGA  
EMPLOYEES ASSOCIATION

By:   
GREGORY MAGNUSZEWSKI, President

DATE EXECUTED: 1/23/, 2026



**APPENDIX "A"**  
**Article 14 - Health Insurance**  
**Dental and Vision Riders**

	<b>Highmark Blue Cross/Blue Shield</b>
	POS 201
	All Town Employees
<b>MEDICAL SERVICES</b>	
Office Visit	\$10 adults \$0 for pediatric visits for dependents Under 19
Specialist Visit	\$15
Routine Physical	\$5
Well Child Visits & Immunizations (up to Age 19)	Covered in full
Diagnostic X-rays	Covered in full
Laboratory Testing	Covered in full
Chiropractic Care	\$5 medically necessary
MRI	Covered in full
<b>WOMEN'S SERVICES</b>	
Maternity Care	Covered in full After initial copay
Gynecological Office Visits	\$5
Mammograms	Covered in full
Pap Smears	Covered in full
<b>HOSPITAL CARE</b>	
Inpatient Hospital	Covered in full
Outpatient Surgery	\$10
Chemo, Radiation, Inhalation Therapy	\$10
Cardiac Rehabilitation	\$10 24 visits per event
Occupational, Speech, Physical Therapy	\$10 30 aggregate visits PMPY
Emergency Room Visit	\$35 Waived if admitted to hospital
Emergency Ambulance	Covered in full Medically necessary
<b>MENTAL HEALTH CARE</b>	
Inpatient Mental Health	Covered in full 30 days PMPY
Outpatient Mental Health	\$10 Visits 1-30



<b>SUBSTANCE ABUSE TREATMENT</b>	
Inpatient Detoxification	Covered in full 30 days PMPY
Inpatient Substance Abuse	Covered in full 30 days PMPY
Outpatient	\$10 60 visits PMPY
<b>OTHER SERVICES</b>	
Diabetic Supplies & Equipment	\$5
Durable Medical Equipment	20% copay (employee contribution shall be decreased to 10%. Town will self-insure this deduction)
Home Health Care	\$10 In network – unlimited visits Out of network – 365 visits
Hospice	Covered in full, up to 210 days
Prosthetic Devices	20% copay
Skilled Nursing Facility	covered in full, non-custodial
<b>PRESCRIPTION DRUGS</b>	
Prescription Drugs, Generic/Formulary	\$3/\$15/\$30 Mail order – 1 copay/90 day supply (\$0 generic oral contraceptives)
<b>DEPENDENT COVERAGE</b>	
Dependent/Student	25 years of age (or 26 years of age, if required by Federal Law)
<b>MISCELLANEOUS (Out-of-Network Benefit)</b>	
Deductible	\$250/\$500
Coinsurance	80%/20%
Out-of-Pocket Maximum	\$2,000/\$4,000
Lifetime Maximum	Unlimited
<b>ADDITIONAL SERVICES</b>	
Lasik Eye Surgery	50%/eye Max of \$400/eye
Wellness Rider	\$250 aggregate allowance per contract for Massage Therapy, Acupuncture, Gym Membership
Wellflex Program	Through Prism



TOWN OF CHEEKTOWAGA  
TCEA/MANAGERS  
SUMMARY OF BENEFITS

**In-Network**

100%	100%	100%
<b>PREVENTATIVE SERVICE</b>	<b>MINOR RESTORATIVE SERVICES</b>	<b>MAJOR RESTORATIVE SERVICES</b>
Oral Examinations X-Rays & Diagnostic Teeth Cleaning (1 every 6 mos) Fluoride Treatment Topical Sealant Space Maintainers	Fillings Oral Surgery Extractions Endodontic Services Root Canal Periodontic Services Anesthesia Repair to Crowns & Bridge Work	Porcelain & Gold Crowns Partial & Full Dentures Fixed Bridges
\$1,200 Per Person Calendar Year Maximum		

**Out-of-Network**

100% of R&C	100% of R&C	100% of R&C
<b>PREVENTATIVE SERVICE</b>	<b>MINOR RESTORATIVE SERVICES</b>	<b>MAJOR RESTORATIVE SERVICES</b>
Oral Examinations X-Rays & Diagnostic Teeth Cleaning (1 every 6 mos) Fluoride Treatment Topical Sealant Space Maintainers	Fillings Oral Surgery Extractions Endodontic Services Root Canal Periodontic Services Anesthesia Repair Crowns & Bridge Work	Porcelain & Gold Crowns Partial & Full Dentures Fixed Bridges
\$1,200 Per Person Calendar Year Maximum		

Coverage will cease at the end of a calendar year in which a child reaches age 19. Coverage is extended until the end of the calendar year in which a child reaches 23 if such child is a full-time student.

The above is for illustrative purposes only. It is provided as a summary of benefits and is intended to act as a tool for employees to review the plan at the time of enrollment. It is not a comprehensive list of covered services and does not represent actual contract language. Please refer to your Summary Plan Description (SPD) booklet which you will receive after you enroll in the plan for a complete description of covered benefits under the plan.



**ORTHODONTIA RIDER**

**ALL GROUPS**

**In-Network**

100%
<b>ORTHODONTIA SERVICES</b>
Orthodontia Services Available to Children & Adults Preliminary Appliance Initial Placement Monthly Visits
\$2,000 Per Person Life Maximum Benefit

**Out-Of-Network**

100% of R&C
<b>ORTHODONTIA SERVICES</b>
Orthodontia Services Available to Children & Adults Preliminary Appliance Initial Placement Monthly Visits
\$1,275 Per Person Lifetime Maximum Benefit

The above is for illustrative purposes only. It is provided as a summary of benefits and is intended to act as a tool for employees to review the plan at the time of enrollment. It is not a comprehensive list of covered services and does not represent actual contract language. Please refer to your Summary Plan Description (SPD) booklet which you will receive after you enroll in the plan for a complete description of covered benefits under the plan.





Town of Cheektowaga

TRADITIONAL BLUE VISION - Group #19865

Services	Basic	Par/Non	Max	Comments
<b>Examination</b>	\$25.00	N/A	Every 12 months	
<b>Frames</b>	\$28.00	N/A	Every 24 months	
<b>Lenses</b>				Exclusions include safety glasses, tint and replacement lenses.
Single Vision	\$20.00	N/A	Every 12 months	
Single Bifocal	\$38.00	N/A	Every 12 months	
Double Bifocal	\$47.00	N/A	Every 12 months	
Trifocal	\$80.00	N/A	Every 12 months	
Lenticular	\$112.00	N/A	Every 12 months	
<b>Contacts</b>				Contact lenses must be medically required or visual acuity cannot otherwise be corrected to at least 20/70. Otherwise the maximum amount allowed for frames and lenses will be applied to the cost of the contact lenses.
Hard	\$90.00	N/A	Every 12 months	
Soft	\$90.00	N/A	Every 12 months	
Extended Wear	\$90.00	N/A	Every 12 months	
Gas Permeable	\$125.00	N/A	Every 12 months	



TCEA  
Wage Schedule for BLUE COLLAR EMPLOYEES  
Hired before 3/12/2012  
For the year ending December 31, 2024

APPENDIX "B-1"  
2024

TITLE	START	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.
Cleaner	22.485	23.311	24.197	25.556		
Laborer	17.891	20.449	25.556	26.627	27.711	29.305
Animal Control Officer M E O " B "						
Auto Mech Helper General Mechanic Utility Man Sewer Maintenance Man Traffic Maintenance Man Parks Maintenance Worker I Maintenance Man						
Pump Operator	27.408	28.496	29.672	30.721		
Parks Maintenance Worker II	28.326	29.411	30.593	31.640		
Tree Trimmer	28.326	29.411	30.593	31.906		32.371
Sew Treat Plant Oper Equip Maint Man Groundskeeper	29.242	30.326	31.411	32.371		
Senior Sew Maint Worker Groundswoker M E O " A "	29.242	30.326	31.411	33.220		
Welder Auto Body Repair Bldg Maint Man Bldg Maint Mechanic Auto Mechanic	29.242	30.326	31.411	32.884	32.884	33.729
Traffic Signal Technician Sr Sewage Treatment Plant Operator	30.258	31.348	32.400	34.978		
Senior Traffic Maintenance Worker Senior Maint Man Plumber Electrician	34.636	35.330	36.022	36.732		
Senior Traffic Signal Technician	35.533	36.245	36.956	37.684		
Recycling						
Laborer's Aide	14.325	14.952	15.573	16.191	17.441	18.683
Lt Motor Equip Operator "B"	18.066	18.700	19.312	19.929	21.177	22.421

TCEA  
Wage Schedule for BLUE COLLAR EMPLOYEES  
Hired before 3/12/2012  
For the year ending December 31, 2025

APPENDIX "B-1"  
2025

TITLE	START	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.
Cleaner	23.216	24.069	24.983	26.387		
Laborer	18.472	21.114	26.387	27.492	28.612	30.257
Animal Control Officer M E O " B "						
Auto Mech Helper General Mechanic Utility Man Sewer Maintenance Man Traffic Maintenance Man Parks Maintenance Worker I Maintenance Man Pump Operator	28.299	29.422	30.636	31.719		
Parks Maintenance Worker II	29.247	30.367	31.587	32.668		
Tree Trimmer	29.247	30.367	31.587	32.943		33.423
Sew Treat Plant Oper Equip Maint Man Groundskeeper	30.192	31.312	32.432	33.423		
Senior Sew Maint Worker Groundswoker M E O " A "	30.192	31.312	32.432	34.300		
Welder Auto Body Repair Bldg Maint Man Bldg Maint Mechanic Auto Mechanic	30.192	31.312	32.432	33.953	33.953	34.825
Traffic Signal Technician Sr Sewage Treatment Plant Operator	31.241	32.367	33.453	36.115		
Senior Traffic Maintenance Worker Senior Maint Man Plumber Electrician	35.762	36.478	37.193	37.926		
Senior Traffic Signal Technician	36.688	37.423	38.157	38.909		
Recycling						
Laborer's Aide	14.791	15.438	16.079	16.717	18.008	19.290
Lt Motor Equip Operator "B"	18.653	19.308	19.940	20.577	21.865	23.150

TCEA  
Wage Schedule for BLUE COLLAR EMPLOYEES  
Hired before 3/12/2012  
For the year ending December 31, 2026

APPENDIX "B-1"  
2026

TITLE	START	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.
Cleaner	23.971	24.851	25.795	27.245		
Laborer	19.072	21.800	27.245	28.385	29.542	31.240
Animal Control Officer M E O " B "						
Auto Mech Helper General Mechanic Utility Man Sewer Maintenance Man Traffic Maintenance Man Parks Maintenance Worker I Maintenance Man Pump Operator	29.219	30.378	31.632	32.750		
Parks Maintenance Worker II	30.198	31.354	32.614	33.730		
Tree Trimmer	30.198	31.354	32.614	34.014		34.509
Sew Treat Plant Oper Equip Maint Man Groundskeeper	31.173	32.330	33.486	34.509		
Senior Sew Maint Worker Groundworker M E O " A "	31.173	32.330	33.486	35.415		
Welder Auto Body Repair Bldg Maint Man Bldg Maint Mechanic Auto Mechanic	31.173	32.330	33.486	35.056	35.056	35.957
Traffic Signal Technician Sr Sewage Treatment Plant Operator	32.256	33.419	34.540	37.289		
Senior Traffic Maintenance Worker Senior Maint Man Plumber Electrician	36.924	37.664	38.402	39.159		
Senior Traffic Signal Technician	37.880	38.639	39.397	40.174		
Recycling						
Laborer's Aide	15.272	15.940	16.602	17.260	18.593	19.917
Lt Motor Equip Operator "B"	19.259	19.936	20.588	21.246	22.576	23.902

TCEA  
Wage schedule for BLUE COLLAR EMPLOYEES  
hired after 3/12/12 and before 8/1/16  
For the year ending December 31, 2024

APPENDIX "B-2"  
2024

TITLE	START	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr
Cleaner	21.360	22.061	22.759	23.463	24.162	24.862	25.556		
Laborer	16.997	18.602	20.208	21.812	23.416	25.023	26.627	27.711	29.305
Animal Control Officer M E O " B "									
Auto Mech Helper									
General Mechanic									
Utility Man									
Sewer Maintenance Man									
Traffic Maintenance Man									
Parks Maintenance Worker I Maintenance Man									
Pump Operator	26.038	26.817	27.596	28.376	29.156	29.938	30.721		
Parks Maintenance Worker II	26.910	27.697	28.486	29.273	30.065	30.853	31.640		
Tree Trimmer	26.910	27.741	28.575	29.407	30.242	31.074	31.906		32.371
Sew Treat Plant Oper Equip Maint Man									
Groundskeeper	27.778	28.543	29.311	30.076	30.839	31.605	32.371		
Senior Sew Maint Worker Groundswoker									
M E O " A "	27.778	28.685	29.595	30.501	31.406	32.314	33.220		
Welder									
Auto Body Repair									
Bldg Maint Man									
Bldg Maint Mechanic									
Auto Mechanic	27.778	28.629	29.479	30.331	31.182	32.032	32.884	32.884	33.729
Traffic Signal Technician									
Sr Sewage Treatment Plant Operator	28.745	29.783	30.823	31.862	32.903	33.941	34.978		
Senior Traffic Maintenance Worker									
Senior Maint Man									
Plumber									
Electrician	32.906	33.543	34.181	34.818	35.457	36.096	36.732		
Senior Traffic Signal Technici	33.757	34.411	35.064	35.720	36.375	37.028	37.684		
Recycling									
Laborer's Aide	13.608	14.040	14.472	14.901	15.331	15.761	16.191	17.441	18.683
Lt Motor Equip Operator "B"	17.164	17.625	18.083	18.546	19.005	19.468	19.929	21.177	22.421

TCEA  
Wage schedule for BLUE COLLAR EMPLOYEES  
hired after 3/12/12 and before 8/1/16  
For the year ending December 31, 2025

APPENDIX "B-2"  
2025

TITLE	START	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr
Cleaner	22.054	22.778	23.499	24.226	24.947	25.670	26.387		
Laborer	17.549	19.207	20.865	22.521	24.177	25.836	27.492	28.612	30.257
Animal Control Officer M E O " B "									
Auto Mech Helper General Mechanic Utility Man Sewer Maintenance Man Traffic Maintenance Man Parks Maintenance Worker I Maintenance Man									
Pump Operator	26.884	27.689	28.493	29.298	30.106	30.911	31.719		
Parks Maintenance Worker II	27.785	28.597	29.412	30.224	31.042	31.856	32.668		
Tree Trimmer	27.785	28.643	29.504	30.363	31.225	32.084	32.943		33.423
Sew Treat Plant Oper Equip Maint Man Groundskeeper	28.681	29.471	30.264	31.053	31.841	32.632	33.423		
Senlor Sew Maint Worker Groundswoker M E O " A "	28.681	29.617	30.557	31.492	32.427	33.364	34.300		
Welder Auto Body Repair Bldg Maint Man Bldg Maint Mechanic Auto Mechanic	28.681	29.559	30.437	31.317	32.195	33.073	33.953	33.953	34.825
Traffic Signal Technician Sr Sewage Treatment Plant Operator	29.679	30.751	31.825	32.898	33.972	35.044	36.115		
Senior Traffic Maintenance Worker Senior Maint Man Plumber Electrician	33.974	34.633	35.292	35.950	36.609	37.269	37.926		
Senior Traffic Signal Technicl	34.854	35.529	36.204	36.881	37.557	38.231	38.909		
Recycling									
Laborer's Aide	14.050	14.496	14.942	15.385	15.829	16.273	16.717	18.008	19.290
Lt Motor Equip Operator "B"	17.722	18.198	18.671	19.149	19.623	20.101	20.577	21.865	23.150

TCEA  
Wage schedule for BLUE COLLAR EMPLOYEES  
hired after 3/12/12 and before 8/1/16  
For the year ending December 31, 2026

APPENDIX "B-2"  
2026

TITLE	START	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr
Cleaner	22.771	23.518	24.263	25.013	25.758	26.504	27.245		
Laborer	18.119	19.831	21.543	23.253	24.963	26.676	28.385	29.542	31.240
Animal Control Officer M E O " B "									
Auto Mech Helper General Mechanic Utility Man Sewer Maintenance Man Traffic Maintenance Man Parks Maintenance Worker I Maintenance Man Pump Operator	27.758	28.589	29.419	30.250	31.084	31.916	32.750		
Parks Maintenance Worker II	28.688	29.526	30.368	31.206	32.051	32.891	33.730		
Tree Trimmer	28.688	29.574	30.463	31.350	32.240	33.127	34.014		34.509
Sew Treat Plant Oper									
Equip Maint Man Groundskeeper	29.613	30.429	31.248	32.062	32.876	33.693	34.509		
Senior Sew Maint Worker Groundworker M E O " A "	29.613	30.580	31.550	32.515	33.481	34.448	35.415		
Welder Auto Body Repair Bldg Maint Man Bldg Maint Mechanic Auto Mechanic	29.613	30.620	31.426	32.335	33.241	34.148	35.056	35.056	35.957
Traffic Signal Technician Sr Sewage Treatment Plant Operator	30.644	31.750	32.859	33.967	35.076	36.183	37.289		
Senior Traffic Maintenance Worker Senior Maint Man Plumber Electrician	35.078	35.769	36.439	37.118	37.799	38.480	39.159		
Senior Traffic Signal Technic	35.987	36.684	37.381	38.080	38.778	39.474	40.174		
Recycling									
Laborer's Aide	14.507	14.967	15.428	15.885	16.343	16.802	17.260	18.593	19.917
Lt Motor Equip Operator "B"	18.298	18.789	19.278	19.771	20.261	20.754	21.246	22.576	23.902

TCEA  
Wage schedule for BLUE COLLAR EMPLOYEES  
hired after 8/1/16

APPENDIX "B-3"  
2024

For the year ending December 31, 2024

TITLE	START	1yr	2yr	3yr	4yr	5yr
Cleaner	21.360	22.061	22.759	23.463	24.162	24.862
Laborer	16.997	18.602	20.208	21.812	23.416	25.023
Animal Control Officer M E O " B "						
Auto Mech Helper						
General Mechanic						
Utility Man						
Sewer Maintenance Man						
Traffic Maintenance Man						
Parks Maintenance Worker I Maintenance Man						
Pump Operator	26.038	26.817	27.596	28.376	29.158	29.938
Parks Maintenance Worker II	26.910	27.697	28.486	29.273	30.065	30.853
Tree Trimmer	26.910	27.741	28.575	29.407	30.242	31.074
Sew Treat Plant Oper Equip Maint Man						
Groundskeeper	27.778	28.543	29.311	30.076	30.839	31.605
Senior Sew Maint Worker Groundworker						
M E O " A "	27.778	28.685	29.595	30.501	31.406	32.314
Welder						
Auto Body Repair						
Bldg Maint Man						
Bldg Maint Mechanic						
Auto Mechanic	27.778	28.629	29.479	30.331	31.182	32.032
Traffic Signal Technician						
Sr Sewage Treatment Plant Operator	28.745	29.783	30.823	31.862	32.903	33.941
Senior Traffic Maintenance Worker						
Senior Maint Man						
Plumber						
Electrician	32.905	33.543	34.181	34.818	35.457	36.096
Senior Traffic Signal Technician	33.757	34.411	35.064	35.720	36.375	37.028
Recycling						
Laborer's Aide	13.608	14.040	14.472	14.901	15.331	15.761
Lt Motor Equip Operator "B"	17.164	17.625	18.083	18.546	19.005	19.468

TCEA  
Wage schedule for BLUE COLLAR EMPLOYEES  
hired after 8/1/16

APPENDIX "B-3"  
2025

For the year ending December 31, 2025

TITLE	START	1yr	2yr	3yr	4yr	5yr
Cleaner	22.054	22.778	23.499	24.226	24.947	25.670
Laborer	17.549	19.207	20.865	22.521	24.177	25.836
Animal Control Officer M E O " B "						
Auto Mech Helper						
General Mechanic						
Utility Man						
Sewer Maintenance Man						
Traffic Maintenance Man						
Parks Maintenance Worker I Maintenance Man						
Pump Operator	26.884	27.689	28.493	29.298	30.106	30.911
Parks Maintenance Worker II	27.785	28.597	29.412	30.224	31.042	31.856
Tree Trimmer	27.785	28.643	29.504	30.363	31.225	32.084
Sew Treat Plant Oper Equip Maint Man						
Groundskeeper	28.681	29.471	30.264	31.053	31.841	32.632
Senior Sew Maint Worker Groundswoker M E O " A "	28.681	29.617	30.557	31.492	32.427	33.364
Welder Auto Body Repair Bldg Maint Man Bldg Maint Mechanic Auto Mechanic	28.681	29.559	30.437	31.317	32.195	33.073
Traffic Signal Technician Sr Sewage Treatment Plant Operator	29.679	30.751	31.825	32.898	33.972	35.044
Senior Traffic Maintenance Worker Senior Maint Man Plumber Electrician	33.974	34.633	35.292	35.950	36.609	37.269
Senior Traffic Signal Technician	34.854	35.529	36.204	36.881	37.557	38.231
Recycling						
Laborer's Aide	14.050	14.496	14.942	15.385	15.829	16.273
Lt Motor Equip Operator "B"	17.722	18.198	18.671	19.149	19.623	20.101

TCEA  
Wage schedule for BLUE COLLAR EMPLOYEES  
hired after 8/1/16

APPENDIX "B-3"  
2026

For the year ending December 31, 2026

TITLE	START	1yr	2yr	3yr	4yr	5yr
Cleaner	22.771	23.518	24.263	25.013	25.758	26.504
Laborer	18.119	19.831	21.543	23.253	24.963	26.676
Animal Control Officer M E O " B "						
Auto Mech Helper General Mechanic Utility Man Sewer Maintenance Man Traffic Maintenance Man Parks Maintenance Worker I Maintenance Man						
Pump Operator	27.758	28.589	29.419	30.250	31.084	31.916
Parks Maintenance Worker II	28.688	29.526	30.368	31.206	32.051	32.891
Tree Trimmer	28.688	29.574	30.463	31.350	32.240	33.127
Sew Treat Plant Oper Equip Maint Man Groundskeeper	29.613	30.429	31.248	32.062	32.876	33.693
Senior Sew Maint Worker Groundswoker M E O " A "	29.613	30.580	31.550	32.515	33.481	34.448
Welder Auto Body Repair Bldg Maint Man Bldg Maint Mechanic Auto Mechanic	29.613	30.520	31.426	32.335	33.241	34.148
Traffic Signal Technician Sr Sewage Treatment Plant Operator	30.644	31.750	32.859	33.967	35.076	36.183
Senior Traffic Maintenance Worker Senior Maint Man Plumber Electrician	35.078	35.759	36.439	37.118	37.799	38.480
Senior Traffic Signal Technician	35.987	36.684	37.381	38.080	38.778	39.474
Recycling						
Laborer's Aide	14.507	14.967	15.428	15.885	16.343	16.802
Lt Motor Equip Operator "B"	18.298	18.789	19.278	19.771	20.261	20.754

TCEA  
 Wage Schedule for WHITE COLLAR EMPLOYEES  
 Hired before 3/12/2012  
 For the year ending December 31, 2024

TITLE	START	12 MOS.	18 MOS.	24 MOS.	60 MOS.	120 MOS.
Part-Time Court Officer I	20.821					
Part-Time Court Officer II	22.425					
Clerk	21.713	22.625	23.537	24.937		
Recreation Attendant	21.713	22.625	23.537	25.189		
Court Clerk						
Clerk to the Town Justice						
Clerk-Typist	22.231	23.158	24.086	25.255		
Building & Zoning Clerk	22.231	23.158	24.086	25.255	28.387	
Records Inventory Clerk	22.616	23.583	24.480	25.324		
Graphic Artist						
Clerk Steno						
Administrative Aide- Police						
Recreation Specialist						
Employment Counselor	23.453	24.387	25.322	26.407		
admin clerk	23.728	24.650	25.599	25.551	28.437	
Outreach Worker						
Recreation Instructor	24.598	25.449	26.392	27.336		
Junior Accountant	24.598	25.449	26.392	27.336	29.539	
Program Leader						
Recreation Leader	24.598	25.449	26.392	27.872		
Legal Steno	25.263	26.197	27.128	27.931		
Account Clerk						
Senior Clerk	25.741	26.674	27.681	28.408		
Account Clerk Typist						
Senior Court Clerk						
Senior Clerk-Stenographer						
Senior Clerk Typist	25.741	26.674	27.661	28.910		
Community Development Aide	28.141	27.189	28.237	29.282	30.334	
Computer Support Assistant						
Recreation Supervisor	26.234	27.140	28.144	30.294		
Senior Acot Clerk Typist	26.871	27.802	28.737	29.539		
Senior Assessment Clerk						
Payroll Clerk	26.871	27.802	28.737	29.539		31.850
Sr. Recreation Supervisor - Youth						
Program Coordinator-Youth	28.336	29.305	30.305	31.144		
Asst Accountant	28.651	29.586	30.516	31.331		
Engineering Aide	29.704	30.632	31.569	32.369		
Sr. Program Coordinator - seniors	29.954	31.589	32.065	33.191		
Deputy Town Clerk	30.223	31.158	32.123	32.942		
Junior Planner	30.848	31.940	33.013	34.167	35.795	37.544
Municipal Records Manager						
Engineering Assit						
Asst Building Inspector						
Asst. Code Enforcement officer						
Zoning Inspector						
Housing Inspector						
Asst Plumbing Inspector						
Real Property Appraisal Technician						
Asst Field Assessor						
Fire Inspector	31.348	32.453	33.555	34.734	36.386	
Planner	31.413	32.524	33.617	34.793	36.450	38.229
Computer Support Technician	31.908	33.035	34.159	35.363	36.651	
Real Property Appraiser	32.950	34.111	35.276	36.516		
Senior Engineering Asst						
Code enforcement officer	34.401	35.578	36.608	37.684		
Housing Inspector-neighborhood preservation	34.071	35.500	36.989	38.537		
Junior Civil Engineer						
Junior Engineer	36.572	37.671	38.778	39.753		
Plumbing Inspector						
Principal Engineering Asst	39.113	40.461	41.641	42.764		
Sr. Microcomp. Tech Supp. Specialist	39.139	40.523	41.724	42.838		
Network Coordinator	43.235	44.712	46.001	47.229		

TCEA  
 Wage Schedule for WHITE COLLAR EMPLOYEES  
 Hired before 3/12/2012  
 For the year ending December 31, 2025

APPENDIX "C-1"  
 2025

TITLE	START	12 MOS.	18 MOS.	24 MOS.	60 MOS.	120 MOS.
Part-Time Court Officer I	21,498					
Part-Time Court Officer II	23,154					
Clerk	22,419	23,360	24,302	25,747		
Recreation Attendant	22,419	23,360	24,302	26,008		
Court Clerk Clerk to the Town Justice						
Clerk-Typist	22,954	23,911	24,869	26,076		
Building & Zoning Clerk	22,954	23,911	24,869	26,076	27,245	
Records Inventory Clerk	23,351	24,329	25,276	26,147		
Graphic Artist Clerk Steno Administrative Aide- Police Recreation Specialist						
Employment Counselor	24,215	25,180	26,145	27,285		
admin clerk	24,499	25,451	26,431	26,381	29,361	
Outreach Worker Recreation Instructor	25,397	26,276	27,250	28,224		
Junior Accountant	25,397	26,276	27,250	28,224	30,499	
Program Leader Recreation Leader	25,397	26,276	27,250	28,778		
Legal Steno	26,084	27,048	28,010	28,839		
Account Clerk Senior Clerk	26,578	27,541	28,560	29,331		
Account Clerk Typist Senior Court Clerk Senior Clerk-Stenographer						
Senior Clerk Typist	26,678	27,541	28,560	29,850		
Community Development Aide	26,991	28,073	29,155	30,234	31,320	
Computer Support Assistant Recreation Supervisor	27,087	28,022	29,059	31,279		
Senior Acct Clerk Typist	27,744	28,706	29,671	30,499		
Senior Assessment Clerk Payroll Clerk	27,744	28,706	29,671	30,499		32,885
Sr. Recreation Supervisor - Youth Program Coordinator-Youth	29,267	30,257	31,290	32,156		
Asst Accountant	29,582	30,548	31,508	32,349		
Engineering Aide	30,669	31,628	32,685	33,421		
Sr. Program Coordinator - seniors	30,928	32,595	33,107	34,270		
Deputy Town Clerk	31,205	32,171	33,187	34,013		
Junior Planner	31,851	32,978	34,086	35,277	36,958	38,764
Municipal Records Manager Engineering Assist Asst Building Inspector Asst. Code Enforcement officer Zoning Inspector Housing Inspector Asst Plumbing Inspector Real Property Appraisal Technician Asst Field Assessor						
Fire Inspector	32,367	33,508	34,646	35,863	37,569	
Planner	32,434	33,581	34,710	35,924	37,635	39,471
Computer Support Technician	32,945	34,109	35,269	36,512	37,842	
Real Property Appraiser	34,021	35,220	36,422	37,703		
Senior Engineering Asst Code enforcement officer	35,519	36,734	37,798	38,805		
Housing Inspector-neighborhood preservation	35,173	36,854	38,191	39,789		
Junior Civil Engineer Junior Engineer	37,761	38,895	40,038	41,045		
Plumbing Inspector Principal Engineering Asst	40,384	41,776	42,994	44,144		
Sr. Microcomp. Tech Supp. Specialist	40,411	41,840	43,080	44,230		
Network Coordinator	44,640	46,165	47,496	48,764		

TCEA  
Wage Schedule for WHITE COLLAR EMPLOYEES  
Hired before 3/12/2012  
For the year ending December 31, 2026

APPENDIX "C-1"  
2026

TITLE	START	12 MOS.	18 MOS.	24 MOS.	60 MOS.	120 MOS.
Part-Time Court Officer I	22.197					
Part-Time Court Officer II	23.907					
Clerk	23.148	24.119	25.092	26.584		
Recreation Attendant	23.148	24.119	25.092	26.853		
Court Clerk						
Clerk to the Town Justice						
Clerk-Typist	23.700	24.688	25.677	26.923		
Building & Zoning Clerk	23.700	24.688	25.677	26.923	28.130	
Records Inventory Clerk	24.110	25.120	26.097	26.997		
Graphic Artist						
Clerk Steno						
Administrative Aide- Police						
Recreation Specialist						
Employment Counselor	25.002	25.998	26.995	28.151		
admin clerk	25.295	26.278	27.290	27.238	30.315	
Outreach Worker						
Recreation Instructor	26.222	27.130	28.136	29.141		
Junior Accountant	26.222	27.130	28.136	29.141	31.490	
Program Leader						
Recreation Leader	26.222	27.130	28.136	29.713		
Legal Steno	26.932	27.927	28.920	29.776		
Account Clerk						
Senior Clerk	27.442	28.436	29.488	30.284		
Account Clerk Typist						
Senior Court Clerk						
Senior Clerk-Stenographer						
Senior Clerk Typist	27.442	28.436	29.488	30.820		
Community Development Aide	27.868	28.985	30.103	31.217	32.338	
Computer Support Assistant						
Recreation Supervisor	27.967	28.983	30.003	32.296		
Senior Acct Clerk Typist	28.646	29.639	30.635	31.490		
Senior Assessment Clerk						
Payroll Clerk	28.646	29.639	30.635	31.490		33.954
Sr. Recreation Supervisor - Youth						
Program Coordinator-Youth	30.208	31.240	32.307	33.201		
Asst Accountant	30.543	31.541	32.532	33.400		
Engineering Aide	31.666	32.656	33.654	34.507		
Sr. Program Coordinator - seniors	31.933	33.654	34.183	35.384		
Deputy Town Clerk	32.219	33.217	34.245	35.118		
Junior Planner	32.886	34.050	35.194	36.424	38.159	40.024
Municipal Records Manager						
Engineering Assist						
Asst Building Inspector						
Asst. Code Enforcement officer						
Zoning Inspector						
Housing Inspector						
Asst Plumbing Inspector						
Real Property Appraisal Technician						
Asst Field Assessor						
Fire Inspector	33.419	34.697	35.772	37.029	38.790	
Planner	33.488	34.672	35.838	37.092	38.858	40.754
Computer Support Technician	34.016	35.218	36.415	37.699	39.072	
Real Property Appraiser	35.127	36.385	37.606	38.928		
Senior Engineering Asst						
Code enforcement officer	36.673	37.928	39.026	40.066		
Housing Inspector-neighborhood preservation	36.321	37.845	39.432	41.082		
Junior Civil Engineer						
Junior Engineer	38.988	40.159	41.339	42.379		
Plumbing Inspector						
Principal Engineering Asst	41.698	43.134	44.391	45.579		
Sr. Microcomp. Tech Supp. Specialist	41.724	43.200	44.480	45.667		
Network Coordinator	46.091	47.665	49.040	50.349		

TCEA  
Wage schedule for WHITE COLLAR EMPLOYEES  
hired after 3/12/12 and before 8/1/16

APPENDIX "C-2"  
2024

For the year ending December 31, 2024

TITLE	START	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	10 yr
Part-Time Court Officer I	19.781								
Part-Time Court Officer II	21.305								
Clerk	20.628	21.348	22.065	22.784	23.500	24.221	24.937		
Recreation Attendant	20.628	21.387	22.148	22.907	23.667	24.428	25.189		
Court Clerk									
Clerk to the Town Justice									
Clerk-Typist	21.119	21.809	22.501	23.188	23.880	24.568	25.255		
Zoning Clerk	21.119	21.809	22.501	23.188	23.880	24.568	25.255	26.387	
Records Inventory Clerk	21.486	22.125	22.767	23.408	24.048	24.687	25.324		
Graphic Artist									
Clerk Steno									
Administrative Aide- Police									
Recreation Specialist									
Employment Counselor	22.280	22.967	23.665	24.341	25.030	25.718	26.407		
admin clerk	22.541	23.229	23.920	24.607	25.295	25.987	26.674		
Outreach Worker									
Recreation Instructor	23.367	24.029	24.689	25.350	26.009	26.674	27.336		
Junior Accountant	23.367	24.029	24.689	25.350	26.009	26.674	27.336	29.539	
Program Leader									
Recreation Leader	23.367	24.119	24.870	25.620	26.373	27.124	27.872		
Legal Steno	23.999	24.656	25.312	25.968	26.624	27.280	27.931		
Account Clerk									
Assessment Clerk									
Senior Clerk	24.454	25.110	25.773	26.431	27.092	27.751	28.408		
Account Clerk Typist									
Senior Court Clerk									
Senior Clerk-Stenographer									
Senior Clerk Typist	24.454	25.197	25.939	26.683	27.424	28.168	28.910		
Community Development Aide	24.834	25.576	26.317	27.058	27.799	28.541	29.282	30.334	
Computer Support Assistant									
Recreation Supervisor	24.921	25.817	26.711	27.609	28.505	29.400	30.294		
Senior Acot Clerk Typist	25.528	26.195	26.865	27.532	28.200	28.868	29.539		
Senior Assessment Clerk									
Payroll Clerk	25.526	26.195	26.865	27.532	28.200	28.868	29.539		31.850
Sr. Recreation Supervisor - Youth									
Program Coordinator-Youth	26.918	27.625	28.327	29.030	29.733	30.437	31.144		
Asst Accountant	27.220	27.906	28.589	29.273	29.960	30.646	31.331		
Engineering Aide	28.219	28.911	29.604	30.296	30.986	31.678	32.369		
Sr. Program Coordinator - seniors	28.459	29.248	30.034	30.824	31.612	32.405	33.191		
Deputy Town Clerk	28.712	29.417	30.122	30.827	31.533	32.237	32.942		
Junior Planner	29.308	30.118	30.926	31.735	32.546	33.356	34.167	35.795	37.544
Municipal Records Manager									
Engineering Assist									
Asst Building Inspector									
Asst. Code Enforcement officer									
Zoning Inspector									
Housing Inspector									
Asst Plumbing Inspector									
Real Property Appraisal Technician									
Asst Field Assessor									
Fire Inspector	29.782	30.606	31.432	32.257	33.083	33.909	34.734	36.386	
Planner	29.842	30.668	31.491	32.316	33.141	33.966	34.793	36.450	38.229
Computer Support Technician	30.314	31.156	31.998	32.840	33.682	34.525	35.363	36.651	
Real Property Appraiser	31.302	32.173	33.042	33.911	34.781	35.651	36.516		
Senior Engineering Asst									
Code enforcement officer	32.680	33.496	34.314	35.133	35.951	36.769	37.584		
Housing Inspector-neighborhood preservation	32.368	33.397	34.425	35.453	36.479	37.508	38.537		
Junior Civil Engineer									
Junior Engineer	34.744	35.578	36.411	37.246	38.083	38.915	39.753		
Plumbing Inspector									
Principal Engineering Asst	37.160	38.090	39.022	39.959	40.888	41.822	42.754		
Sr. microcomp. tech supp. Specialist	37.180	38.127	39.069	40.009	40.953	41.895	42.838		
Network Coordinator	41.073	42.100	43.124	44.151	45.178	46.202	47.229		

TCEA  
Wage schedule for WHITE COLLAR EMPLOYEES  
hired after 3/12/12 and before 8/1/16

APPENDIX "C-2"  
2025

For the year ending December 31, 2025

TITLE	START	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	10 yr
Part-Time Court Officer I	20.424								
Part-Time Court Officer II	21.997								
Clerk	21.298	22.040	22.782	23.524	24.264	25.008	25.747		
Recreation Attendant	21.298	22.082	22.868	23.651	24.436	25.222	26.008		
Court Clerk									
Clerk to the Town Justice									
Clerk-Typist	21.805	22.518	23.232	23.942	24.656	25.366	26.076		
Zoning Clerk	21.805	22.518	23.232	23.942	24.656	25.366	26.076	27.245	
Records Inventory Clerk	22.184	22.844	23.507	24.169	24.830	25.489	26.147		
Graphic Artist									
Clerk Steno									
Administrative Aide- Police									
Recreation Specialist									
Employment Counselor	23.004	23.713	24.424	25.132	25.843	26.554	27.265		
admin clerk	23.274	23.984	24.697	25.407	26.117	26.832	27.541		
Outreach Worker									
Recreation Instructor	24.126	24.810	25.491	26.174	26.854	27.541	28.224		
Junior Accountant	24.126	24.810	25.491	26.174	26.854	27.541	28.224	30.499	
Program Leader									
Recreation Leader	24.126	24.903	25.678	26.453	27.230	28.006	28.778		
Legal Steno	24.779	25.457	26.135	26.810	27.489	28.167	28.839		
Account Clerk									
Assessment Clerk									
Senior Clerk	25.249	26.026	26.811	27.290	27.972	28.653	29.331		
Account Clerk Typist									
Senior Court Clerk									
Senior Clerk-Stenographer									
Senior Clerk Typist	25.249	26.016	26.782	27.550	28.315	29.083	29.850		
Community Development Aide	25.641	26.407	27.172	27.937	28.702	29.469	30.234	31.320	
Computer Support Assistant									
Recreation Supervisor	25.731	26.656	27.579	28.506	29.431	30.356	31.279		
Senior Acct Clerk Typist	26.356	27.046	27.738	28.427	29.117	29.806	30.499		
Senior Assessment Clerk									
Payroll Clerk	26.356	27.046	27.738	28.427	29.117	29.806	30.499		32.885
Sr. Recreation Supervisor - Youth									
Program Coordinator-Youth	27.793	28.523	29.248	29.973	30.699	31.426	32.156		
Asst Accountant	28.105	28.813	29.518	30.224	30.934	31.642	32.349		
Engineering Aide	29.136	29.851	30.566	31.281	31.993	32.708	33.421		
Sr. Program Coordinator - seniors	29.384	30.199	31.010	31.826	32.639	33.458	34.270		
Deputy Town Clerk	29.645	30.373	31.101	31.829	32.558	33.285	34.013		
Junior Planner	30.261	31.097	31.931	32.766	33.604	34.440	35.277	36.958	38.784
Municipal Records Manager									
Engineering Assist									
Asst Building Inspector									
Asst. Code Enforcement officer									
Zoning Inspector									
Housing Inspector									
Asst Plumbing Inspector									
Real Property Appraisal Technician									
Asst Field Assessor									
Fire Inspector	30.750	31.601	32.454	33.305	34.158	35.011	35.863	37.569	
Planner	30.812	31.665	32.514	33.366	34.218	35.070	35.924	37.635	39.471
Computer Support Technician	31.299	32.169	33.038	33.907	34.777	35.647	36.512	37.842	
Real Property Appraiser	32.319	33.219	34.116	35.013	35.911	36.810	37.703		
Senior Engineering Asst									
Code enforcement officer	33.742	34.585	35.429	36.275	37.119	37.964	38.805		
Housing Inspector-neighborhood preservation	33.420	34.482	35.544	36.605	37.665	38.727	39.789		
Junior Civil Engineer									
Junior Engineer	35.873	36.734	37.594	38.456	39.321	40.180	41.045		
Plumbing Inspector									
Principal Engineering Asst	38.368	39.328	40.290	41.258	42.217	43.181	44.144		
Sr. microcomp. tech supp.									
Specialist	38.388	39.366	40.339	41.309	42.284	43.257	44.230		
Network Coordinator	42.408	43.468	44.528	45.586	46.646	47.704	48.764		

TCEA  
Wage schedule for WHITE COLLAR EMPLOYEES  
hired after 3/12/12 and before 8/1/16

APPENDIX "C-2"  
2026

For the year ending December 31, 2026

TITLE	START	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7 yr	10 yr
Part-Time Court Officer I	21,088								
Part-Time Court Officer II	22,712								
Clerk	21,990	22,756	23,522	24,289	25,053	25,821	26,584		
Recreation Attendant	21,990	22,800	23,611	24,420	25,230	26,042	26,853		
Court Clerk									
Clerk to the Town Justice									
Clerk-Typist	22,514	23,250	23,987	24,720	25,457	26,190	26,923		
Zoning Clerk	22,514	23,250	23,987	24,720	25,457	26,190	26,923	28,130	
Records Inventory Clerk	22,905	23,586	24,271	24,954	25,637	26,317	26,997		
Graphic Artist									
Clerk Steno									
Administrative Aide- Police									
Recreation Specialist									
Employment Counselor	23,752	24,484	25,218	25,949	26,683	27,417	28,151		
admin clerk	24,030	24,763	25,500	26,233	26,966	27,704	28,436		
Outreach Worker									
Recreation Instructor	24,910	25,616	26,319	27,025	27,727	28,436	29,141		
Junior Accountant	24,910	25,616	26,319	27,025	27,727	28,436	29,141	31,490	
Program Leader									
Recreation Leader	24,910	25,712	26,513	27,313	28,115	28,916	29,713		
Legal Steno	25,584	26,284	26,984	27,681	28,382	29,082	29,776		
Account Clerk									
Assessment Clerk									
Senior Clerk	26,070	26,769	27,476	28,177	28,881	29,584	30,284		
Account Clerk Typist									
Senior Court Clerk									
Senior Clerk-Stenographer									
Senior Clerk Typist	26,070	26,862	27,652	28,445	29,235	30,028	30,820		
Community Development Aide	26,474	27,265	28,055	28,845	29,635	30,427	31,217	32,338	
Computer Support Assistant									
Recreation Supervisor	26,567	27,522	28,475	29,432	30,388	31,343	32,296		
Senior Acct Clerk Typist	27,213	27,925	28,639	29,351	30,063	30,775	31,490		
Senior Assessment Clerk									
Payroll Clerk	27,213	27,925	28,639	29,351	30,063	30,775	31,490		33,954
Sr. Recreation Supervisor - Youth									
Program Coordinator-Youth	28,696	29,450	30,199	30,947	31,697	32,447	33,201		
Asst Accountant	29,018	29,749	30,477	31,206	31,939	32,670	33,400		
Engineering Aide	30,083	30,821	31,559	32,298	33,033	33,771	34,507		
Sr. Program Coordinator - seniors	30,339	31,180	32,018	32,860	33,700	34,545	35,384		
Deputy Town Clerk	30,608	31,360	32,112	32,863	33,616	34,367	35,118		
Junior Planner	31,244	32,108	32,969	33,831	34,696	35,559	36,424	38,159	40,024
Municipal Records Manager									
Engineering Assist									
Asst Building Inspector									
Asst. Code Enforcement officer									
Zoning Inspector									
Housing Inspector									
Asst Plumbing Inspector									
Real Property Appraisal Technician									
Asst Field Assessor									
Fire Inspector	31,749	32,828	33,509	34,387	35,268	36,149	37,029	38,790	
Planner	31,813	32,694	33,571	34,450	35,330	36,210	37,092	38,858	40,754
Computer Support Technician	32,316	33,214	34,112	35,009	35,907	36,806	37,699	39,072	
Real Property Appraiser	33,369	34,299	35,225	36,151	37,078	38,006	38,928		
Senior Engineering Asst									
Code enforcement officer	34,839	35,709	36,580	37,454	38,325	39,198	40,066		
Housing Inspector-neighborhood preservation	34,506	35,603	36,699	37,795	38,889	39,986	41,082		
Junior Civil Engineer									
Junior Engineer	37,039	37,928	38,816	39,706	40,599	41,486	42,379		
Plumbing Inspector									
Principal Engineering Asst	39,615	40,606	41,599	42,599	43,589	44,584	45,579		
Sr. microcomp. tech supp. Specialist	39,636	40,645	41,650	42,652	43,658	44,663	45,667		
Network Coordinator	43,786	44,881	45,973	47,068	48,162	49,254	50,349		

TCEA  
Wage schedule for WHITE COLLAR EMPLOYEES  
hired after 8/1/16

APPENDIX "C-3"  
2024

For the year ending December 31, 2024

TITLE	START	1 yr	2 yr	3 yr	4 yr	5 yr	10 yr
Part-Time Court Officer I	19,781						
Part-Time Court Officer II	21,305						
Clerk	20,628	21,346	22,065	22,784	23,500	24,221	
Recreation Attendant	20,628	21,387	22,148	22,907	23,667	24,428	
Court Clerk							
Clerk to the Town Justice							
Clerk-Typist	21,119	21,809	22,501	23,188	23,880	24,568	
Zoning Clerk	21,119	21,809	22,501	23,188	23,880	24,568	
Records Inventory Clerk	21,486	22,125	22,767	23,408	24,048	24,687	
Graphic Artist							
Clerk Steno							
Administrative Aide- Police							
Recreation Specialist							
Employment Counselor	22,280	22,967	23,655	24,341	25,030	25,718	
Admin clerk	22,541	23,229	23,920	24,607	25,295	25,987	
Outreach Worker							
Recreation Instructor	23,367	24,029	24,689	25,350	26,009	26,674	
Junior Accountant	23,367	24,029	24,689	25,350	26,009	26,674	
Program Leader							
Recreation Leader	23,367	24,119	24,870	25,620	26,373	27,124	
Legal Steno	23,999	24,656	25,312	25,966	26,624	27,280	
Account Clerk							
Assessment Clerk							
Senior Clerk	24,454	25,110	25,773	26,431	27,092	27,751	
Account Clerk Typist							
Senior Court Clerk							
Senior Clerk-Stenographer							
Senior Clerk Typist	24,454	25,197	25,939	26,683	27,424	28,168	
Community Development Aide	24,834	25,576	26,317	27,058	27,799	28,541	
Computer Support Assistant							
Recreation Supervisor	24,921	25,817	26,711	27,609	28,505	29,400	
Senior Acct Clerk Typist	25,526	26,195	26,865	27,532	28,200	28,868	
Senior Assessment Clerk							
Payroll Clerk	25,526	26,195	26,865	27,532	28,200	28,868	
Sr. Recreation Supervisor - Youth							
Program Coordinator-Youth	26,918	27,625	28,327	29,030	29,733	30,437	
Asst Accountant	27,220	27,906	28,589	29,273	29,960	30,646	
Engineering Aide	28,219	28,911	29,604	30,296	30,986	31,678	
Sr. Program Coordinator - seniors	28,459	29,248	30,034	30,824	31,612	32,405	
Deputy Town Clerk	28,712	29,417	30,122	30,827	31,533	32,237	
Junior Planner	29,308	30,118	30,926	31,735	32,546	33,356	
Municipal Records Manager							
Engineering Assist							
Asst Building Inspector							
Asst. Code Enforcement officer							
Zoning Inspector							
Housing Inspector							
Asst Plumbing Inspector							
Real Property Appraisal Technician							
Asst Field Assessor							
Fire Inspector	29,782	30,606	31,432	32,257	33,083	33,909	
Planner	29,842	30,688	31,491	32,316	33,141	33,966	
Computer Support Technician	30,314	31,156	31,998	32,840	33,682	34,525	
Real Property Appraiser	31,302	32,173	33,042	33,911	34,781	35,651	
Senior Engineering Asst							
Code enforcement officer	32,680	33,496	34,314	35,133	35,951	36,769	
Housing Inspector-neighborhood preservation	32,368	33,397	34,425	35,453	36,479	37,508	
Junior Civil Engineer							
Junior Engineer	34,744	35,578	36,411	37,246	38,083	38,915	
Plumbing Inspector	37,160	38,090	39,022	39,959	40,888	41,822	42,754
Principal Engineering Asst	37,160	38,090	39,022	39,959	40,888	41,822	
Sr. Microcomp. Tech Supp. Specialist	37,160	38,127	39,069	40,009	40,953	41,895	
Network Coordinator	41,073	42,100	43,124	44,151	45,178	46,202	

TCEA  
Wage schedule for WHITE COLLAR EMPLOYEES  
hired after 8/1/16

APPENDIX "C-3"  
2025

For the year ending December 31, 2025

TITLE	START	1 yr	2 yr	3 yr	4 yr	5 yr	10 yr
Part-Time Court Officer I	20,424						
Part-Time Court Officer II	21,997						
Clerk	21,298	22,040	22,782	23,524	24,264	25,008	
Recreation Attendant	21,298	22,082	22,868	23,651	24,436	25,222	
Court Clerk							
Clerk to the Town Justice							
Clerk-Typist	21,805	22,518	23,232	23,942	24,656	25,366	
Zoning Clerk	21,805	22,518	23,232	23,942	24,656	25,366	
Records Inventory Clerk	22,184	22,844	23,507	24,169	24,830	25,489	
Graphic Artist							
Clerk Steno							
Administrative Aide- Police							
Recreation Specialist							
Employment Counselor	23,004	23,713	24,424	25,132	25,843	26,554	
Admin clerk	23,274	23,984	24,697	25,407	26,117	26,832	
Outreach Worker							
Recreation Instructor	24,126	24,810	25,491	26,174	26,854	27,541	
Junior Accountant	24,126	24,810	25,491	26,174	26,854	27,541	
Program Leader							
Recreation Leader	24,126	24,903	25,678	26,453	27,230	28,006	
Legal Steno	24,779	25,457	26,135	26,810	27,489	28,167	
Account Clerk							
Assessment Clerk							
Senior Clerk	25,249	25,926	26,611	27,290	27,972	28,653	
Account Clerk Typist							
Senior Court Clerk							
Senior Clerk-Stenographer							
Senior Clerk Typist	25,249	26,016	26,782	27,550	28,315	29,083	
Community Development Aide	25,641	26,407	27,172	27,937	28,702	29,469	
Computer Support Assistant							
Recreation Supervisor	25,731	26,656	27,579	28,506	29,431	30,356	
Senior Acct Clerk Typist	26,356	27,046	27,738	28,427	29,117	29,806	
Senior Assessment Clerk							
Payroll Clerk	26,356	27,046	27,738	28,427	29,117	29,806	
Sr. Recreation Supervisor - Youth							
Program Coordinator-Youth	27,793	28,523	29,248	29,973	30,699	31,426	
Asst Accountant	28,105	28,813	29,518	30,224	30,934	31,642	
Engineering Aide	29,136	29,851	30,566	31,281	31,993	32,708	
Sr. Program Coordinator - seniors	29,384	30,199	31,010	31,826	32,639	33,458	
Deputy Town Clerk	29,645	30,373	31,101	31,829	32,558	33,285	
Junior Planner	30,261	31,097	31,931	32,766	33,604	34,440	
Municipal Records Manager							
Engineering Asslt							
Asst Building Inspector							
Asst. Code Enforcement officer							
Zoning Inspector							
Housing Inspector							
Asst Plumbing Inspector							
Real Property Appraisal Technician							
Asst Field Assessor							
Fire Inspector	30,750	31,601	32,454	33,305	34,158	35,011	
Planner	30,812	31,665	32,514	33,366	34,218	35,070	
Computer Support Technician	31,299	32,169	33,038	33,907	34,777	35,647	
Real Property Appraiser	32,319	33,219	34,116	35,013	35,911	36,810	
Senior Engineering Asst							
Code enforcement officer	33,742	34,585	35,429	36,275	37,119	37,964	
Housing Inspector-neighborhood preservation	33,420	34,482	35,544	36,605	37,665	38,727	
Junior Civil Engineer							
Junior Engineer	35,873	36,734	37,594	38,456	39,321	40,180	
Plumbing Inspector	38,368	39,328	40,290	41,258	42,217	43,181	44,144
Principal Engineering Asst	38,368	39,328	40,290	41,258	42,217	43,181	
Sr. Microcomp. Tech Supp. Specialist	38,388	39,366	40,339	41,309	42,284	43,257	
Network Coordinator	42,408	43,468	44,526	45,586	46,646	47,704	

TCEA  
Wage schedule for WHITE COLLAR EMPLOYEES  
hired after 8/1/16

APPENDIX "C-3"  
2026

For the year ending December 31, 2026

TITLE	START	1 yr	2 yr	3 yr	4 yr	5 yr	10 yr
Part-Time Court Officer I	21,088						
Part-Time Court Officer II	22,712						
Clerk	21,990	22,756	23,522	24,289	25,053	25,821	
Recreation Attendant	21,990	22,800	23,611	24,420	25,230	26,042	
Court Clerk							
Clerk to the Town Justice							
Clerk-Typist	22,514	23,250	23,987	24,720	25,457	26,190	
Zoning Clerk	22,514	23,250	23,987	24,720	25,457	26,190	
Records Inventory Clerk	22,905	23,686	24,271	24,954	25,637	26,317	
Graphic Artist							
Clerk Steno							
Administrative Aide- Police							
Recreation Specialist							
Employment Counselor	23,752	24,484	25,218	25,949	26,683	27,417	
Admin clerk	24,030	24,763	25,500	26,233	26,966	27,704	
Outreach Worker							
Recreation Instructor	24,910	25,616	26,319	27,025	27,727	28,436	
Junior Accountant	24,910	25,616	26,319	27,025	27,727	28,438	
Program Leader							
Recreation Leader	24,910	25,712	26,513	27,313	28,115	28,916	
Legal Steno	25,584	26,284	26,984	27,681	28,382	29,082	
Account Clerk							
Assessment Clerk							
Senior Clerk	26,070	26,769	27,476	28,177	28,881	29,584	
Account Clerk Typist							
Senior Court Clerk							
Senior Clerk-Stenographer							
Senior Clerk Typist	26,070	26,862	27,652	28,445	29,235	30,028	
Community Development Aide	26,474	27,265	28,055	28,845	29,635	30,427	
Computer Support Assistant							
Recreation Supervisor	26,567	27,522	28,475	29,432	30,388	31,343	
Senior Acct Clerk Typist	27,213	27,925	28,639	29,351	30,063	30,775	
Senior Assessment Clerk							
Payroll Clerk	27,213	27,925	28,639	29,351	30,063	30,775	
Sr. Recreation Supervisor - Youth							
Program Coordinator-Youth	28,696	29,450	30,199	30,947	31,697	32,447	
Asst Accountant	29,018	29,749	30,477	31,206	31,939	32,670	
Engineering Aide	30,083	30,821	31,559	32,298	33,033	33,771	
Sr. Program Coordinator - seniors	30,339	31,180	32,018	32,860	33,700	34,545	
Deputy Town Clerk	30,608	31,360	32,112	32,863	33,616	34,367	
Junior Planner	31,244	32,108	32,969	33,831	34,696	35,559	
Municipal Records Manager							
Engineering Assist							
Asst Building Inspector							
Asst. Code Enforcement officer							
Zoning Inspector							
Housing Inspector							
Asst Plumbing Inspector							
Real Property Appraisal Technician							
Asst Field Assessor							
Fire Inspector	31,749	32,628	33,509	34,387	35,268	36,149	
Planner	31,813	32,694	33,571	34,450	35,330	36,210	
Computer Support Technician	32,316	33,214	34,112	35,009	35,907	36,806	
Real Property Appraiser	33,369	34,299	35,225	36,151	37,078	38,006	
Senior Engineering Asst							
Code enforcement officer	34,839	35,709	36,580	37,454	38,325	39,198	
Housing Inspector-neighborhood preservation	34,506	35,603	36,699	37,795	38,889	39,986	
Junior Civil Engineer							
Junior Engineer	37,039	37,928	38,816	39,706	40,599	41,486	
Plumbing Inspector	39,615	40,606	41,599	42,599	43,599	44,584	45,579
Principal Engineering Asst	39,615	40,606	41,599	42,599	43,599	44,584	
Sr. Microcomp. Tech Supp. Specialist	39,636	40,645	41,650	42,652	43,658	44,663	
Network Coordinator	43,786	44,881	45,973	47,068	48,162	49,254	

## **APPENDIX "D"**

### **SICK LEAVE BANK BY-LAWS**

*Effective February 15, 2015*

#### **ADMINISTRATION**

- 1) The Sick Leave Bank (SLB) shall be administered by the following rules:
- 2) The administration of the SLB shall be made by a committee of four (4) TCEA members. The SLB Chairman and the SLB Committee shall be appointed by the TCEA President for a period of four (4) calendar years with the approval of the TCEA Executive Board.
- 3) These rules are subject to revision by a majority vote of the SLB Committee. In the event of a tie vote, the President may cast a ballot to break such tie.

Any revision to SLB rules shall be published and posted on Union bulletin boards within ten (10) work days after revision is made and shall be binding on all SLB members.

- 4) Any ruling by the SLB Committee shall be binding; however, any SLB member may address a request to review a decision by the SLB Committee to the TCEA Executive Board.

The ruling of the TCEA Executive Board shall be final relative to any disputed SLB ruling.

The SLB Committee shall meet at least twice per calendar year or any time when requested by the Chairman of the SLB Committee.

- 5) The SLB Chairman and Committee members shall be awarded \$10.00 per attending member, per meeting, and total yearly award shall not exceed \$120.00 per calendar year, per SLB Committee member.

#### **ELIGIBILITY**

To be eligible to apply for SLB membership, any TCEA member must have eighteen (18) sick leave days accumulated by the end of January or June. Membership is voluntary.

#### **APPLICATION**

An eligible applicant may apply for SLB membership by submitting a completed standard application form to any Union officer / Sick Leave Bank committee chairperson between January 1 and January 31 AND June 1 and June 30 of any calendar year.



## **MEMBERSHIP**

An eligible TCEA applicant will be accepted for SLB membership upon verification of the applicant's eligibility and application requirements.

## **CONTRIBUTIONS**

- 1) Upon acceptance of application, the new SLB member will contribute five (5) sick leave days to the SLB initially.
- 2) The new member, thereafter, shall contribute two (2) sick leave days per year to the SLB to maintain membership. Effective February 1, 2011, all members will contribute two (2) sick leave days per year to the SLB to maintain membership.
- 3) Sick leave days contributed are not refundable under any circumstances.

## **BENEFITS**

- 1) (a) The maximum number of sick leave bank days payable in any calendar year shall be thirty (30) days, effective March 1, 2010.  
  
(b) Effective February 15, 2015, first (1<sup>st</sup>) year members shall only receive a maximum number of ten (10) sick leave bank days payable that first year.  
  
(c) Effective February 15, 2015, second (2<sup>nd</sup>) year members shall only receive a maximum number of twenty (20) sick leave bank days payable in that second year of membership.  
  
(d) Effective February 15, 2015, any member with three (3) or more years membership in the SLF shall be entitled to the maximum of thirty (30) sick leave bank days in any calendar year.
- 2) Terminal Illness Benefits:
  - (a) Terminal illness is defined as any illness or disease that will culminate in the death of an SLB member.
  - (b) When, in accordance with all other SLB rules, an SLB member may apply for terminal illness benefits not to exceed fifty (50) additional SLB days.
  - (c) Application for terminal illness benefits must be in writing, accompanied by a physician's statement certifying terminal illness.
  - (d) A majority vote of approval of the SLB Committee is necessary to grant this benefit.



**BENEFIT CHANGES**

- 1) SLB benefits may be increased or decreased by the SLB Committee with the approval of the TCEA Executive Board. If such increase takes place, it will be for the benefit of all members of the SLB, not for an individual's benefit.
- 2) Any benefit changes shall be temporary, directly related to the degree of solvency of the SLB, and shall be posted on all TCEA bulletin boards.

**BENEFIT RESTRICTIONS**

- 1) SLB benefits are payable for personal illness only. The SLB will not grant benefits for any attempt at self-destruction, while sane or insane.
- 2) SLB benefits are payable as follows:
  - (a) When such sick leave bank member has used ten (10) sick leave days.
  - (b) You may use vacation time or paid personal leave days to enable you to use SLB benefit days.
  - (c) Members with sick leave balances at time of SLB request will be entitled to SLB days according to the following scale:

10 days of employee's own sick time  
10 sick leave bank days

10 days of employee's own sick time  
10 sick leave bank days

10 days of employee's own sick time  
10 sick leave bank days

**\*\*For a maximum total of thirty (30) Sick Leave Bank Days\*\***  
**For Members with three (3) or more years of membership**

- (d) For first (1<sup>st</sup>) year members with sick leave balances at the time of the SLB request will be entitled to SLB days according to the following:

10 days of employee's own sick time  
10 sick leave bank days

**\*\*For a maximum of ten (10) Sick Leave Bank Days\*\***



(e) For second (2<sup>nd</sup>) year members with sick leave balances at the time of the SLB request will be entitled to SLB days according to the following:

10 days of employee's own sick leave  
10 sick leave bank days

10 days of employee's own sick time  
10 sick leave bank days

**\*\*For a maximum of twenty (20) Sick Leave Bank Days\*\***

- 3) SLB benefits are not payable to SLB members who have exhausted their sick leave days due to planned retirement.
- 4) Membership in SLB is required for a minimum of ninety (90) calendar days prior to the illness for which the application for benefits is made.
- 5) Membership does not apply to employees on temporary appointment outside our bargaining agreement. If such temporary appointment is for longer than one (1) year, said individual may be reinstated as a new member meeting all qualifications and must contribute five (5) days to the SLB.
- 6) SLB benefits are not payable to any SLB member who has been terminated from the TCEA for any reason whatsoever.
- 7) (a) SLB benefits are not payable to members on Workers' Compensation.  
  
(b) Sick leave that is later converted to Workers' Compensation shall be returned to the Sick Leave Bank at the Compensation rate of 2/3 (two-thirds) day.
- 8) The Town of Cheektowaga Payroll Department is solely responsible for the disbursement of any and all benefits, with the approval of the SLB Committee.
- 9) Benefits granted do not have to be repaid.
- 10) For female members, pregnancy is not covered under the Sick Bank benefits. If it becomes medically necessary that the member cannot continue to work, then the Committee can review the circumstances to award any SLB days.
- 11) Special Circumstances. Any member with a circumstance not covered in this section will need to contact the Union President prior to applying to the SLB.



## **BENEFIT APPLICATIONS**

- 1) The standard SLB benefit form must be completed and may be submitted, when accompanied by a physician's certification of illness, to any member of the SLB Board.
- 2) It is the responsibility of the member requesting sick leave bank benefits to cooperate with the SLB Committee in the determination of whether such member is eligible for sick leave bank benefits.
- 3) The SLB Board will not be responsible for loss of time due to employee not filing in a timely manner.
- 4) Benefits will be payable upon proper certification by the Town Payroll Department of the individual's qualification for benefits.
- 5) SLB benefits are payable to properly qualified SLB members only.
- 6) An SLB member who returns to work and becomes incapacitated again may apply for SLB benefits per above, provided there is no violation of the ten (10)/twenty (20)/thirty (30) day maximum payment per calendar year.
- 7) If a holiday falls during the SLB period, as a Monday-Friday member, the holiday must be replaced with another benefit day (sick, vacation, etc.) If a holiday falls during the member's weekend, and said member qualifies for holiday pay, as per the contract, then the holiday can be paid, without interrupting the SLB benefit run.
- 8) A majority vote of the SLB Committee is necessary to approve an application for benefits.

## **BENEFICIARY OBLIGATION**

- 1) Any SLB member receiving SLB benefits may be required to submit to a physical examination by a physician of the SLB Committee's choice.
- 2) Failure to comply with above may result in cessation of SLB benefits.
- 3) The expense of the physical examination shall be borne by the TCEA.

## **TERMINATION OF MEMBERSHIP**

Any SLB member may terminate membership by notifying the SLB Chairman in writing of intent to terminate and effective termination date.



### **SICK LEAVE BANK YEAR**

The SLB year shall extend from January 1<sup>st</sup> to December 31<sup>st</sup>.

### **SPECIAL EXCEPTION**

Any full-time TCEA member undergoing medical treatment for a serious health condition and has exhausted their sick leave accruals down to ten (10) days, may apply to the Sick Leave Bank for sick donations from current TCEA members, so they may continue to receive their salary and benefits.

Applicants for sick donations must meet the following eligibility criteria:

1. You must have exhausted your own sick leave accruals down to a maximum of ten (10) days before receiving donated sick time.
2. You must provide a valid and applicable doctor's note stating that you are undergoing medical treatment for a serious health condition.
3. You must submit the official Sick Leave Bank (SLB) Special Exception Application requesting donation of sick time to the Sick Bank Committee for approval.
4. You must provide a brief summary of why you need to request sick time donations.

The following conditions regarding donations must be met:

1. Employees cannot donate more than ½ of their total accrued and banked Sick Leave days.
2. The transfer of sick leave credits shall be limited to signed authorizations filed with the Sick Leave Bank Chairperson, received by the imposed deadline. No authorizations will be accepted past the deadline.
3. No individual employee may transfer less than one (1) full day from his/her individual total accrued Sick Leave days.
4. The donated leave shall be applied as of the date of the applicant's applicable sick leave credits are exhausted, notwithstanding the allowed maximum of ten (10) days.
5. Time donated by employees and not used by the applicant utilizing the special exception will not be reimbursed to the donating employee.
6. Time donated by employees and not utilized by the applicant using the special exception will be deposited into the established Sick Leave Bank.

### **SICK LEAVE BANK COMMITTEE**

Nancy Wood, Chairperson  
Dale Marie Parks  
Michael Fullington



APPENDIX "E"  
UNIFORM POSTING

Position Title: \_\_\_\_\_ Department: \_\_\_\_\_

Shift/Hours of Work: \_\_\_\_\_ Wage Range: From \_\_\_\_\_ to \_\_\_\_\_

General Statement of Duties:

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Acceptable Level of Training & Experience:

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Special Training or Requirements:

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Posting Remarks:

*All bid applications shall be submitted to the Department where the opening exists with a copy of same to the Town Personnel Department and the President of the TCEA. This notice is posted in compliance with the Collective Bargaining Agreement between the Town of Cheektowaga and the Town of Cheektowaga Employees Association.*

Position Posted: From \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Signature, Coordinator of Employee Relations or Designee

Copies: All Town Departments  
TCEA



APPENDIX "F"  
BID APPLICATION

Today's Date: \_\_\_\_\_ Date of Job Posting: \_\_\_\_\_

Position of Interest: \_\_\_\_\_

Department: \_\_\_\_\_ Department Head: \_\_\_\_\_

Does the position require a special license? (Check One) \_\_\_\_\_ Yes\* \_\_\_\_\_ No

\*Name of required license: \_\_\_\_\_

\*Do you possess the required license? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, date it expires: \_\_\_\_\_

*If a license is required for the position, attach a copy of the license*

*With this application, UNLESS it is already on file in your current department*

Employee Name: \_\_\_\_\_

Current Department: \_\_\_\_\_

Current Title: \_\_\_\_\_

Seniority Date: \_\_\_\_\_

Current Address: \_\_\_\_\_

Are you a member of the TCEA? (Check One) \_\_\_\_\_ Yes \_\_\_\_\_ No

Check One: \_\_\_\_\_ Check One: \_\_\_\_\_

\_\_\_\_\_ Full Time

\_\_\_\_\_ Permanent

\_\_\_\_\_ Part time/Seasonal

\_\_\_\_\_ Provisional

\_\_\_\_\_ Temporary

Do you meet the Acceptable Training and Experience criteria noted on the job posting? \_\_\_\_\_ Yes \_\_\_\_\_ No

Do you meet the Acceptable Training and Experience criteria noted on the posting for the position based upon your work experience with the Town of Cheektowaga only? \_\_\_\_\_ Yes \_\_\_\_\_ No

If no, you must list your qualifying training and experience on the back of this Bid Application.

**ALL BIDDERS ARE REQUIRED TO SIGN ATTESTATION**

Education & Training

1. School: \_\_\_\_\_ Dates Attended: \_\_\_\_\_

Type of Course(s): \_\_\_\_\_ Diploma/Cert. Received: \_\_\_\_\_

2. School: \_\_\_\_\_ Dates Attended: \_\_\_\_\_

Type of Course(s): \_\_\_\_\_ Diploma/Cert. Received: \_\_\_\_\_

Work Experience

1. Employer: \_\_\_\_\_ Employer Phone #: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Your Title: \_\_\_\_\_ Dates Employed: \_\_\_\_\_ to \_\_\_\_\_

2. Employer: \_\_\_\_\_ Employer Phone #: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Your Title: \_\_\_\_\_ Dates Employed: \_\_\_\_\_ to \_\_\_\_\_

3. Employer: \_\_\_\_\_ Employer Phone #: \_\_\_\_\_

Employer Address: \_\_\_\_\_

Your Title: \_\_\_\_\_ Dates Employed: \_\_\_\_\_ to \_\_\_\_\_

List of Duties Relevant to the position you are bidding on: \_\_\_\_\_

I believe and attest that the information I have provided is accurate and true to the best of my knowledge.

Print your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_



## APPENDIX "G"

### TOWN OF CHEEKTOWAGA POLICY ON SUBSTANCE ABUSE FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES

DECEMBER 1, 1995

REVISED

July 11, 2003

#### Introduction

Effective January 1, 1995, regulations issued by the United States Department of Transportation went into effect, requiring employees in "safety sensitive" positions to be tested for the presence of alcohol and/or illegal drugs in their system.

In addition to this federal requirement, every employee should be aware that one of the Town's chief objectives is to provide a safe, healthful, and pleasant working environment for our employees. Employees also expect one another to be in suitable mental and physical condition while at work. This means keeping the workplace free of the presence and effects of impairing substances.

Federal regulations now require drivers of commercial motor vehicles to submit to these tests, and all such employees must agree to submit to the testing process, including the collection and analysis of samples, as a condition of their employment with the Town. A refusal to submit to testing when directed will be deemed a refusal to comply with Town requirements and may result in the driver's discipline. If an employee unjustifiably fails to comply with testing requirements, it shall be deemed a refusal.

In light of the serious penalties associated with alcohol and controlled substance violations, if an employee has a problem with alcohol or drug use which could lead to a violation, the employee must do whatever is necessary to see that a violation does not occur. If the employee needs professional help, then it is the employee's responsibility to obtain that help and resolve the problem. The Town does offer reasonable assistance in this regard, as discussed in this Policy, but it is the employee's responsibility to recognize the problem and ask for such assistance.

The Town and the Town of Cheektowaga Employees Association have negotiated an agreement implementing the requirements of the Department of Transportation regulations on alcohol and controlled substance testing regarding employees who hold and use a commercial driver's license (CDL) in their employment. This Agreement is set forth below.

Please read this Policy carefully and completely. Any questions should be addressed to the Town's Personnel Department.

#### Definition of Terms

The term "**WORKING HOURS**" means the employee's entire shift or workday, from the time the employee first reports for work until his or her work is done for the day, including lunch and break times.

The term "**TOWN PREMISES**" means all Town property including offices, work locations, eating areas, parking lots, lockers, desks, and Town vehicles and trucks.

The term "**ILLEGAL DRUGS**" means all controlled substances, narcotics and other drug-related materials whose use without specific medical authorization is a criminal offense under State or Federal law.

The term "**COMMERCIAL MOTOR VEHICLE**" means any motor vehicle used in commerce to transport passengers or property if the motor vehicle:

- (1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- (2) Has a gross vehicle weight rating of 26,001 or more pounds; or
- (3) Is designed to transport 16 or more passengers, including the driver; or
- (4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).



Class=Section19>

The term **"DRIVER"** is any person who operates a commercial motor vehicle, including, full-time, casual, intermittent or occasional drivers.

The term **"SAFETY SENSITIVE FUNCTIONS"** includes all of the following:

- \* All time on the premises waiting to be dispatched, unless the driver has been relieved;
- \* All time inspecting, servicing or conditioning the commercial motor vehicle of its equipment;
- \* All time driving the commercial motor vehicle;
- \* All other time spent in the vehicle;
- \* All time spent loading or unloading the vehicle, or supervising or assisting in same, or attending the vehicle or remaining in readiness while this is taking place, or giving or receiving receipts for shipments loaded or unloaded;
- \* All time spent in driver requirements related to accidents; and
- \* All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### Definition of Titles

**"SAP"** refers to the **SUBSTANCE ABUSE PROFESSIONAL** who makes a clinical assessment of the employee after he/she tests positive for drugs or alcohol, assess what treatment or education is necessary, submits written report to DER, monitors the employee's progress and determines if employee has complied.

**"DER"** refers to the **DESIGNATED EMPLOYER REPRESENTATIVE** the Town officials primarily responsible for oversight and coordination of the Town drug and alcohol testing program:

- (1) Ensures functioning of all aspects of the program;
- (2) Coordinates activities of all Town personnel involved in testing;
- (3) Identifies and manages testing allocations;
- (4) Ensures results and trends are reviewed so needs can be assessed and requirements determined;
- (5) Receives drug test results from the MRO;
- (6) Receives alcohol test results from the BAT;
- (7) Ensures that the chain of custody collection procedures are properly implemented;
- (8) Conducts self-inspection of the testing program;
- (9) Handles requests and questions from employees respecting the Town Alcohol and Drug Testing Program and related policies and materials.
- (10) Maintains and controls access to Town alcohol and drug testing records.

**MRO (MEDICAL REVIEW OFFICER):** Responsible for all medical aspects of the testing program:

- (1) In coordination with DER ensures all appropriate personnel are familiar with medical aspects of the program.
- (2) Provides for medical evaluation as required.
- (3) Reviews and evaluates positive drug test results.

### Alcohol and Controlled Substances Rules

All drivers of commercial motor vehicles must report to work on schedule, alert and in proper condition to perform their duties and must remain in that condition throughout the work day. Therefore, the following conduct is strictly prohibited:

1. Reporting to work or working under the influence of alcohol;
2. Reporting to work or working with an illegal drug in the employee's system, except when prescribed by a physician;
3. Consumption of alcohol during working hours or on Town premises at any time;
4. Unlawful consumption of an illegal drug during working hours, or on Town premises at any time, except as maybe prescribed by a physician;
5. Unlawful manufacture, distribution, dispensing or possession of alcohol or an illegal drug (except physician prescribed drugs), on Town premises at any time;
6. Consumption of alcohol within four hours of the start of work hours;
7. Consumption of alcohol within eight (8) hours following;



- a. An accident involving the loss of life; or
  - b. An accident where a moving traffic citation was issued to the driver and an individual suffers bodily injury and immediately received medical treatment away from the scene of the accident; or
  - c. Where a vehicle is disabled and must be towed away from the scene, unless, the driver has already been tested after the accident for the presence of alcohol;
8. Refusing to complete authorization form or to submit to a test to scientifically determine the concentration of alcohol or presence of illegal drugs in the employee's system may result in disciplinary action.

### **Violations of the Alcohol and Controlled Substance Rules**

Please be advised that the Federal Highway Administration (FHWA) regulations require that any driver of commercial motor vehicles who violates any of the Alcohol and Controlled Substance Rules for Drivers contained in this policy must be removed from performing safety sensitive functions. Pursuant to the FHWA regulations, the driver will then be referred to a Substance Abuse Professional ("SAP") for evaluation, and the SAP will determine what assistance, if any, the employee needs in resolving substance abuse issues. The FHWA regulations also require that before a driver of commercial motor vehicles may return to performing safety sensitive duties, he/she must pass a return to duty test for alcohol if the violation concerned alcohol or a return to duty test for controlled substances if the violation related to controlled substances. Under the FHWA regulations, the SAP may also require the driver to enter a rehabilitation program and/or submit to follow-up testing.

### **Testing for Alcohol or Drugs**

Any employee who may be required to drive a commercial motor vehicle as part of his employment with the Town, is subject to testing to scientifically determine the presence and level of alcohol and illegal drugs in their system. Testing will be done on a pre-employment, post-offer basis, a random basis, and may be directed on a non-random basis when a supervisor and the Designated Employer Representative (DER) or its designee conclude that there are reasonable grounds to suspect the employee has violated one of the Alcohol and Controlled Substance Rules set out in the Policy. Also, the FHWA regulations require that drivers of commercial motor vehicles be tested for alcohol and controlled substances following any accident that involves:

- (1) The loss of life; or
- (2) An accident that results in a moving traffic citation being issued and an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or
- (3) Where a vehicle is disabled and must be towed away from the scene.

Employees who do not possess a commercial driver's license and who are not required to operate a commercial motor vehicle, even on a casual or intermittent basis, will not be tested for alcohol or controlled substances under this policy.

Random testing will be unannounced and spread periodically throughout the year. Under the FHWA regulations, a number of employees equal to fifty percent (50%) of the drivers of commercial motor vehicles must be tested for controlled substances and a number of employees equal to ten percent (10%) of commercial motor vehicle drivers must be tested for alcohol. Because each driver has the same chance of being selected for testing every time the random testing by a computer program containing employee social security numbers and operated under the supervision of Health Works, WNY.

Depending on the circumstances and the violation suspected, the driver will be directed to permit collection of a sample of urine or health for analysis by Health Works, WNY. Controlled substance testing will be conducted by Health Works, WNY.

In compliance with Federal Regulations, the Town has established a protocol for specimen collection. Urine specimens are obtained from employees at a "collection site". Collection site is defined as a "place designated by the employer where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs." Upon entering a collection site, the employee shall present positive identification.

The collection site, in accordance with the guidelines established in the Federal Regulations, will be secured as follows:

1. The location will provide a privacy enclosure for urination, a toilet, a suitable clean writing surface, and a water source for hand washing;



2. The collection site must be secured when it is not in use, or, if this is not possible, the site must be visually inspected prior to use for each specimen collection to ensure that unauthorized persons are not present and that there are no unobserved entrance points;
3. Access to the site must be restricted during specimen collection; and
4. A bluing agent must be added to toilet water, and other sources of water must be turned off if they are located within the privacy enclosure when urination occurs.

The strict maintenance of the chain of custody of the specimen is vital. In order to decrease the likelihood of human error, and to provide for the privacy, dignity and confidentiality of employees, the guidelines contained in the Federal Regulations will be adhered to. Testing will be performed only by laboratories certified by the Department of Health and Human Services (DHHS).

A covered employee will have a test of a subdivided portion ("split") of his or her primary urine specimen. If the employee is informed by the Medical Review Officer (MRO) that the result is a verified positive, the covered employee shall be re-tested by analysis of the split by a different DHHS-certified laboratory. The Town will be responsible for the cost of testing specimens. The MRO will then inform the laboratory in writing of the test of the split specimen, and the laboratory shall forward, to a different DHHS-approved laboratory, the specimen bottle, with seal intact, a copy of the MRO request, and the split. The result of the test of the split specimen will be transmitted by the second laboratory to the MRO. The removal of the employee from a safety sensitive position will not be stayed pending the result of the test of the split specimen. If the result of the test of the split specimen fails to reconfirm the presence of the drugs or drug metabolites found in the primary specimen, the MRO shall cancel the test and report the cancellation and reasons for it to the employee.

Drivers of commercial motor vehicles will be permitted to justify positive test results by providing evidence of a doctor's prescription or some other legitimate explanation to an independent MRO. If a driver satisfies the MRO that there is a legitimate, lawful explanation for the confirmed positive test result, the MRO will report a negative test result and the Town will not learn of the initial confirmed positive test result. Analysis results and all other documents pertaining to the testing process will be maintained confidentially by all agencies and the Town, unless the employee has signed an appropriate release.

If a driver of commercial motor vehicles tests positive for controlled substances or has a test result indicating an alcohol concentration of .04 grams per 210 liters of breath or greater, it will be treated as a violation of the Alcohol and Controlled Substance Rules. The driver will be removed from performing safety sensitive functions, referred to a SAP for evaluation, and will be subject to discipline as provided in the attachment to this policy entitled "Random of Cause Testing - Penalties." In the event that the driver remains employed and is ultimately returned to duty in a safety sensitive position, the FHWA regulations require the driver to satisfactorily complete a return to duty test; however, the driver may be permitted to return to a non-safety position.

If an employee has a test result indicating that an alcohol concentration of greater than .02 but less than .04 grams per 210 liters of breath, the FHWA regulations require that the driver be removed from the performance of safety sensitive functions for at least 24 hours; however, the FHWA regulations do not require the driver to undergo return to duty testing or SAP evaluation.

Testing and treatment (subject to submission to insurance carrier) will be done at the Town's expense, and time spent by employees for testing purposes will be paid time. Fees relating to the SAP will be paid as follows:

(a) Alcohol:

.04 or higher - the Town will pay the one hundred (100%) percent fee for the first time within twelve (12) months. The Town will pay fifty (50%) percent of the fee the second time within twelve (12) months. The employee will pay the SAP fee thereafter within the twelve (12) month period.

(b) Drugs:

The Town will pay the one hundred (100%) percent fee for the first time within twelve (12) months. The Town will pay fifty (50%) percent of the fee the second time within twelve (12) months. The employee will pay the SAP fee thereafter within the twelve (12) month period.

### Confidentiality

The following persons may communicate among each other without written authorization signed by the employer:



Employee, SAP, DER, MRO, Collector, laboratory, auditors and U.S. Department of Transportation. The employer service agent of the employer and the employee's DER may not release any information to a third party including, but not limited to, another employee, elected official, appointed official or the Union, unless authorized in writing and signed by the employee in question or an appropriate release form.

### Town Referral Program

It is essential for all employees to remain drug free and free from the presence of alcohol in their system while they are in the workplace. The Town does have an Employee Assistance Program for employees who voluntarily want to be in a program. Employees, who have a substance abuse problem and sincerely wish to correct it, both for personal health reasons and to prevent a violation of the Alcohol or Controlled Substance Rules, are encouraged to request confidential assistance through this program.

Employees who have a problem that could result in a violation of the alcohol or controlled substance rules are strongly encouraged to seek voluntary assistance before a disciplinary situation arises, cooperate fully with all requirements of the program of professional help that is established, and do whatever is necessary to prevent any disciplinary situations from arising thereafter.

\*\*\*\*\*

### CERTIFICATE OF RECEIPT

I hereby certify that I have received a copy of the Town's current Policy on Substance Abuse for Drivers of Commercial Motor Vehicles.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\*\*\*\*\*

\_\_\_\_\_ was provided a copy of the Town's current Policy on Substance Abuse for Driver of Commercial Motor Vehicles on \_\_\_\_\_, but refused to sign and return the Certificate of Receipt.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Union Representative



## RANDOM OR CAUSE TESTING

### PENALTIES

#### A. ALCOHOL

1. .02 to .039  
First Occurrence – Reassignment of duties to a non-safety sensitive position for 24 hours.  
Second Occurrence Within 12 Months – Reassignment of duties to a non-safety sensitive position for 24 hours and referral to the EAP.  
Third Occurrence Within 12 Months – Not reassigned, referred to EAP and suspended without pay until he/she passes a return-to-duty alcohol test, but employee may use sick leave.
2. .04 to .079  
First Occurrence – Reassignment of duties to a non-safety sensitive position, Referral to the SAP until he/she passes a return-to-duty alcohol test – employee may use sick leave.  
Second Occurrence Within 12 Months – No reassignment of duties to a non-safety sensitive position, referral to the SAP and he/she may pass a return-to-duty alcohol test – employee may use sick leave.  
Third Occurrence Within 18 Months – Not reassigned, referred to the SAP and suspended without pay until he/she passes a return-to-duty alcohol test – Employee may not use sick leave.
3. .08 and over  
First Occurrence – No reassignment of duties to a non-safety sensitive position, Referral to the SAP until he/she passes a return-to-duty alcohol test – employees may use sick leave.  
Second Occurrence Within 12 Months – Not reassigned, referred to SAP and suspended without pay until he/she passes a return-to-duty alcohol test – Employee may not use sick leave.  
Third Occurrence Within 18 Months – Last Chance Agreement – length of suspension to be discussed with the Union.

#### B. DRUGS

- Positive Drug Test
- First Occurrence – Not reassigned, referred to SAP and removed until he/she passes a return-to-duty drug test – Employee may use sick leave.  
Second Occurrence Within 12 Months – Not reassigned, referred to SAP and suspended without pay until he/she passes a return-to-duty drug test – Employee may not use sick leave.  
Third Occurrence Within 18 Months – Last Chance Agreement – length of suspension to be discussed with the Union.

- C. Additional Discipline may be imposed by the Town (subject to review by the Grievance Procedure) in “Aggravating Circumstances” caused by the driver under the influence of drugs or alcohol. “Aggravating Circumstances” shall be defined as:

- (1) Death or serious injury to anyone; or
- (2) Property damage over \$15,000.00 (combined) and alcohol reading of .05 or above; or
- (3) Property damage over \$15,000.00 (combined) and a positive drug test.

