

COLLECTIVE BARGAINING AGREEMENT

by and between

THE TOWN OF ORCHARD PARK

and



LOCAL 1000 AFSCME, AFL-CIO

ORCHARD PARK BLUE COLLAR UNIT

January 1, 2010 - December 31, 2014

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the TOWN OF ORCHARD PARK (herein called the Employer) and CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, (herein called the Union); and has as its purpose the promotion of harmonious relations between the Employer, the employees and the Union, the establishment of an equitable and peaceful procedure for the resolution of disputes, and the establishment of pay, hours and other conditions of employment.

ARTICLE I **Recognition**

1.01

By virtue of the certification of representative issued by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act, and the Union's affirmation herein, on behalf of itself and the members of the negotiating unit that it does not assert the right to strike, to assist or participate in any strike or impose an obligation to conduct, assert or participate in any strike against the employer during the period of this Agreement, the Employer recognizes the Union as the sole and exclusive negotiating representative of the employees employed by the Employer in the Unit set forth below:

All regular full-time mechanics, heavy equipment operators, light equipment operators, truck drivers, laborers, and assistant crew chiefs employed in the Employer's Highway and Water & Sewer Departments, excluding crew chiefs, deputy highway superintendent, highway superintendent, all other employees, guards, management officials, and supervisors.

ARTICLE II

Management Rights

2.01

The Union and the employees agree that except as expressly limited by provisions of this Agreement, including the grievance procedure, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including but not limited to: the right to determine the missions, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel for conduct of the Employer's business; to examine, select, recruit, hire, appraise, train, retain, promote, assign or transfer employees; to direct, deploy and utilize the work force; to classify or reclassify; and to allocate or reallocate new or existing positions, to subcontract or discontinue, temporarily or permanently, in whole or in part, its business or operations; to layoff, terminate, discharge, discipline for just cause, and to require employees to observe reasonable Employer rules and regulations, which shall be applied in an equitable and nondiscriminatory basis; provided that these rights shall not be used for the purpose of discrimination against employees for union membership or union activity or to avoid any of the provisions of this Agreement.

ARTICLE III

Residence Requirement

3.01

All employees employed in the unit covered by this Agreement shall be required to maintain their residence within a ten (10) mile radius of the Town facility out of which they are employed, as a condition of continued employment.

ARTICLE IV
Agency Shop and Dues Check off

4.01

The Union having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Union, the amount equivalent to the dues levied by the Union and the fiscal or dispersing officer shall make such deductions and transmit the sum so deducted to the Union. The fiscal officer making such deductions will transmit these amounts to the Union, at 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of the Union. The Union agrees to hold the Employee safe and harmless because of said deduction.

4.02

The Employer will deduct from the salary of any member of the unit who so authorizes individually and voluntarily, in writing, the dues and fees of the Union, and will transmit these monies to the Union at 143 Washington Avenue, Albany, New York 12210.

4.03

No deduction of dues or fees shall be made until and unless the amount of dues and fees to be deducted and any changes thereto are certified to the Employee by an authorized officer of the Union.

4.04

An authorization on file with the Employer shall be honored until and unless it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the Employer.

4.05

Any dispute which may arise between the Employer and the Union with respect to this Article shall be resolved through the grievance procedure herein. As to any disputes between the Employer and any employee or employees or third parties, the Union shall defend and save the Employer harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of action taken or not by the Employer to comply with the terms of this Article or in reliance on a certification issued by the Union.

ARTICLE V **Insurance Premium Check off**

5.01

The Employer will deduct from the salary of any member of the unit who so authorizes individually and voluntarily in writing premiums for the Union's Group Insurance Program, and will transmit such premiums to the Union at 143 Washington Avenue, Albany, New York 12210. Such deductions shall be made at times corresponding to the Employee's regular payroll periods.

5.02

No deductions of such insurance premiums shall be made until and unless the amount for such insurance premiums to be deducted and any changes thereto are certified to the Employer by an authorized officer of the Union.

5.03

An authorization on file with the Employer shall be honored until and unless it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the Employer.

5.04

The Union shall defend and save the Employer harmless against any and all claims, suits and other forms of liability that shall or may arise by reason of action taken or not taken by the Employer to comply with the terms of this Section or reliance on a certification issued by the Union.

ARTICLE VI **Union Business and Visitation**

6.01

The President of the Union and/or his designee shall be allowed a total of six (6) days absence with pay per year for Union business, provided the Union President submits a request for such to his/her Department Head at least three (3) days prior to such day.

6.02

The request for such leave shall be denied where the absence of the Union President will adversely affect the operation of his/her Department.

6.03

Representatives of the Union shall have the right to enter the premises of the Employer Highway and Water & Sewer Department for the purpose of visiting employees in the unit covered by this Agreement or to consult with employees in the unit covered by this Agreement during working hours only under the following circumstances:

1. Prior notification to and approval of the Department Head or his designated representative; and
2. Mutual agreement regarding the date, time, location and anticipated duration of such visit.

It is understood that such requests shall not be unreasonably denied.

ARTICLE VII
Bulletin Boards

7.01

The Employer shall provide bulletin boards which may be used by the union. All Union notices to be posted on such bulletin board must first be submitted to the Department Head for approval prior to posting.

ARTICLE VIII
Grievance and Arbitration

8.01

For the purpose of this Agreement, a grievance is defined as any claimed violation, misapplication, or misinterpretation of any express provision of this Agreement. In the event of any such dispute, the matter shall be settled in accordance with the following procedure.

8.02

Any grievance, as defined herein, shall be processed only pursuant to this procedure.

8.03

All written grievances shall be submitted on a grievance form approved by the Town and the Union, and shall state the name and position of the aggrieved party, a concise statement of the complaint, supporting facts and the provisions of the agreement which the grievance applied.

8.04

If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

8.05

Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the last day of the specified time period.

8.06

The time within which an appeal may be filed at a higher step of this procedure shall be measured from the date of receipt of the grievance answer.

8.07

It is the intent of the parties that grievances be processed as rapidly as possible. The number of days indicated at each step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed, the time limits may be extended.

8.08

No written grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is presented at the first available step within ten (10) workdays after the employee knew or should have known of the act or condition on which the grievance is based.

8.09

In the event a grievance is submitted to arbitration, the parties shall attempt to mutually agree upon the selection of an arbitrator. In the event that the parties are unable to mutually agree upon an arbitrator, either party may request the Public Employment Relations Board to provide a panel of qualified arbitrators. Each party has the right to reject one list. Upon receipt of the list, striking of an arbitrator will begin by the loser of a coin flip. The loser of the coin flip will begin by striking one arbitrator from the list. The winner of the coin flip will

then strike an arbitrator from the list. This procedure will, alternately continue. The remaining name will be the arbitrator designated to hear the grievance.

8.10

The decision of the arbitrator shall be binding upon the parties and the employee or employees involved. The costs of arbitration shall be divided equally between the parties.

8.11

The arbitrator shall have no power to alter, modify, add to, subtract from the provisions of this Agreement. His authority shall be limited to deciding only whether a specific article or section of this Agreement has been violated.

8.12 - Procedure

Step 1

In the first instance, between the employee's immediate supervisor and the aggrieved employee. Such aggrieved employee shall be permitted to be accompanied by a Union representative if the aggrieved employee so desires.

Step 2

If no satisfactory settlement is reached, then the aggrieved employee shall have the option of either discussing the matter informally with his/her Department Head (accompanied by the Union representative, if the aggrieved employee so desires), or proceeding to Step 3.

Step 3

If no satisfactory settlement is reached, then the grievance shall be reduced to writing and submitted directly to the Department Head who shall submit an answer in writing within five (5) working days after receipt of the written grievance, which shall be submitted to the aggrieved employee and Union representative, if used.

Step 4

Should the grievance remain unresolved, within five (5) working days after the Step 3 answer, the matter may be submitted to a designated Union representative and the Town Board or its representative who shall meet within ten (10) workdays after such submission and earnestly attempt to adjust the grievance. An answer shall be made within twenty (20) workdays after such meeting. Employer grievances shall be filed directly at Step 4.

Step 5

If the grievance is not resolved at Step 4, either party may submit the grievance to arbitration, and in so doing must give the other party written notice of such intention within thirty (30) calendar days after the Step 4 decision; otherwise, the grievance shall be deemed waived.

ARTICLE IX Discharge and Discipline

9.01

Disputes relative to the discharge or discipline of any employee covered by this Agreement shall be resolved only pursuant to the grievance and arbitration procedure provided for herein.

The parties agree to waive any requirement under New York State Civil Service Law, Sections 75 and 76.

ARTICLE X
No Strike - No Lockout

10.01

The Union, its members and each employee-member, individually and collectively, affirm their responsibilities under the Taylor Law and agree that they will not call, authorize, sanction, cause or permit, instigate, aid or condone or take part in any strike whatsoever, whether sit-down, sit-in, sympathetic, general or any kind of walkout, work stoppage, slowdown or interruption of work of any kind during the term of this Agreement,

10.02

The Union, its officers, agents and representatives shall refuse to aid or assist in any way employees participating in any of the foregoing prohibited practices and shall, in good faith, use every reasonable effort to have such practices terminated, including the prompt direction of its members to return to work.

10.03

The Employer shall have the right to discipline or discharge employees engaging in any of the conduct prohibited above, which discipline or discharge shall not be construed as a violation by the Employer of any provision of this Agreement.

10.04

The Employer will not lock out its employees or any group of its employees during the life of this Agreement.

ARTICLE XI
Probationary Period

11.01

Employees shall be considered probationary during the first six (6) months after hire or rehire, and at any time during this period, such employee may be dismissed or otherwise terminated by the Employer

for any reason whatsoever, which dismissal or termination shall not be subject to the grievance and arbitration provisions of this Agreement. The probationary period may be extended by mutual agreement of the parties.

11.02

Upon satisfactory completion of the probationary period, an employee shall be placed on the regular seniority roster. For employees covered by this Agreement in his/her Department, which seniority shall be defined as the length of an employee's continuous service with the Employer.

Effective upon ratification of the agreement by the parties, seniority for the Water and Sewer Department shall be decided for all new employees hired or appointed on the same day in the same job classification as he/she is listed in the Town Board Resolution. Seniority for all new employees hired or appointed on the same day in the same job classification in the Highway Department shall be according to the first name listed by the Highway Superintendent.

11.03

The Employer shall provide a seniority list for each Department covered by this Agreement to the Union by December 1st of each year covered by this Agreement.

ARTICLE XII

Hours

12.01 - Regular Workday

The regular workday shall consist of eight (8) hours of employment, exclusive of one-half unpaid lunch period, for a total of forty (40) hours per week.

12.02 - Commencement of Shifts

The current shift shall commence at 7:00 a.m. and conclude at 3:30 p.m., and may be subject to temporary modification by mutual agreement of the parties.

For Highway Department only, the shift shall commence at 7:00 a.m. and conclude at 3:30 p.m.

12.03 - Break Periods

The Highway Superintendent and the Town Engineer will designate two break periods of fifteen (15) minutes each for each eight (8) hour workday. One of these break periods will be in the first four (4) hours of the work day and the second break period in the second half of the work day, unless mutually agreed between the Town and the Union to a different arrangement. The department head or his designee will determine the time and location of the break for each employee.

12.04 - Wash-Up Times

Employees shall be properly dressed for their position(s) at the beginning of the workday and will be allowed to make modification of dress based on work assignments in a reasonable amount of time. All employees shall receive a ten (10) minute wash-up time before their lunch period each workday and a ten (10) minute wash-up time at the end of each workday.

ARTICLE XIII

Wages

13.01

The wages for all employees in the unit covered by this Agreement for the years 2010, 2011, 2012, 2013 and 2014 shall be set forth in Appendix "B" which is attached hereto and made a part thereof.

<u>January 1, 2010:</u>	3.0%
<u>January 1, 2011:</u>	3.0%
<u>January 1, 2012:</u>	0.0%
<u>January 1, 2013:</u>	0.0%
<u>January 1, 2013:</u>	2.75%

ARTICLE XIV

Longevity

14.01

All employees covered by this Agreement shall receive a longevity increment as set forth below, which longevity increment shall be based only upon continuous and uninterrupted years of service in the Town of Orchard Park. Effective January 1, 2014, longevity checks shall be distributed in the first pay period in February in each year.

Years of Service	Employees hired prior to April 1, 2013	Employees hired after April 1, 2013
Four (4)	\$489.00	\$0.00
Eight (8)	\$978.00	\$500.00
Twelve (12)	\$1,467.00	\$1,467.00
Sixteen (16)	\$1,956.00	\$1,956.00
Twenty (20)	\$2,445.00	\$2,445.00
Twenty-Four (24)	\$2,934.00	\$2,934.00

Effective July 1, 2013, it is agreed that overtime pay based on longevity shall be paid by the Town semi-annually as follows:

- No later than the 2nd pay period in December: overtime pay based on longevity from the period of July 1st through November 30th shall be paid to employees in a separate check;
- No later than the 2nd pay period in July: overtime pay based on longevity from the period of December 1st through June 30th shall be paid to employees in a separate check.

ARTICLE XV
Overtime and Premium Pay

15.01

Authorized overtime work for all employees covered by this Agreement shall be compensated at one and one-half (1½) times the employee's regular straight time hourly rate on the number of hours actually worked in excess of eight (8) hours per day or forty (40) hours per week. For purposes of this Section, bereavement leave, personal leave, scheduled vacation and paid holidays shall be considered time worked for overtime purposes, provided an employee qualifies for holiday pay in accordance with the provisions of this Agreement. All employees in the unit covered by this Agreement shall be compensated at one and one-half (1½) times the employee's regular straight hourly rate on all hours actually worked on a Sunday.

Effective November 1, 2013, from November 1st through March 31st of each year, an employee shall be paid time and one-half (1½) for all hours worked on a Saturday, regardless of whether the employee took some form of leave during the regular work week.

15.02

Every effort will be made to distribute overtime within the Department on the basis of length of employee's continuous service within their Department, provided they meet the qualifications and can perform the required work. However, length of service within Department shall not apply in situations where employees functioning as a team are called upon to work overtime as a team.

15.03

When employees are called upon to work compensable overtime, overtime hours shall be determined from the time they are called, provided that such employee reports for work within forty-five (45) minutes from the call.

15.04

The authorization of overtime shall be at the sole discretion of the

Department Head, which shall not be subject to the grievance procedure herein.

15.05

Crew chief shall not be placed on the overtime roster. The assistant crew chief will be placed on the overtime roster in their respective department, Water, and Sewer or Highway.

15.06

In the event that an employee in the unit covered by this Agreement is specifically required by management to return to work upon the completion of his/her shift, such employee shall be compensated a minimum of two (2) hours pay. It is understood that this provision shall not apply to situations in which an employee is required to remain on the job at the completion of his/her shift. A crew does not have to be adjusted for any overtime work of one hour or less.

15.07 - Quarter Hour Payment

For overtime purposes only, employees shall be paid to the quarter hour (seven (7) minutes back, eight (8) minutes forward).

ARTICLE XVI
Out of Title Work

16.01

Effective May 1, 2013, each unit member that is assigned out of title work for a period of four (4) hours or more on any single work day, shall be paid at that higher rate of pay for all hours worked out of title on that day.

16.02

In the event that an employee requests to be trained in a higher classification, such employee may be permitted, at the sole discretion of the Department Head, to work in such higher classification, without the application of this Article, provided that the utilization of an employee in such instance shall not result in the displacement or

reassignment of an employee in such classification.

ARTICLE XVII

Job Posting

17.01 - Permanent Job Vacancies

Permanent job vacancies in any classification in a Department covered by this Agreement, if possible, shall be posted for ten (10) workdays in the Department where such vacancy exists. The CSEA unit president shall receive a copy of all job vacancies. The CSEA unit president will make an attempt to contact an employee on vacation, extended sick leave, leave of absence, Workers' Compensation, FMLA, jury duty or military leave (unless out of the country) to notify him of the posted job vacancy.

17.02

Such posting shall include the following:

- (a) Department
- (b) Date Posted
- (c) Job Title
- (d) Rate of Pay
- (e) General description of duties
- (f) A space for interested employees to sign their names

ARTICLE XVIII

Filling Vacancies

18.01 - Promotions

Permanent promotions within the classification covered by this Agreement shall be based upon qualifications and seniority of the employees in the Department where the promotional opportunity exists. In the event that qualifications between candidates are equal, then seniority, defined as length of continuous service in the affected Department of the Town of Orchard Park, shall be determinative.

18.02 - Determination of Qualifications

For purposes of this Section, qualifications shall be determined by the Town, Which determination shall not be arbitrary and capricious.

18.03

Employees in the unit covered by this Agreement shall be provided the first opportunity to fill job vacancies that may occur in the unit covered by this Agreement. However, if upon conclusion of a minimum of a forty-five (45) calendar day period, but not more than a ninety (90) day calendar period, the Department Head, in his exclusive and unrestricted determination, concludes that an employee is not qualified to perform the duties and responsibilities of the job vacancy involved, the next candidate selected in accordance with the provisions of this Agreement will be promoted. In the event that no qualified employees from within the unit are candidates for the job vacancy, the Town may, without restriction, fill such vacancy with employees from outside the unit covered by this Agreement.

ARTICLE XIX

Layoff

19.01

In situations involving permanent layoff due to permanent job elimination, permanent reduction in force or layoffs for a duration of one (1) week or more, employees shall be laid off on the basis of length of service within the job classifications and Department affected. Such

employees affected by the foregoing shall be permitted to bump or replace employees in lower paying classifications in the Department affected who have less Department-wide seniority; provided that such employees possess, in the determination of the Town, the ability to perform the job involved. Employees who bump in accordance with the above procedure shall be paid at the comparable step of the lower paying job.

19.02

In situations involving a temporary layoff of less than one (1) week, employees shall be laid off on the basis of length of service within the job classifications and Department affected. Such employees affected by the foregoing shall be permitted to work in lower paying classifications in the Department affected, provided that, in the sole discretion of the Department Head, there is sufficient additional work to be performed in such lower classification and the employee(s) involved possess the ability to perform the job involved.

19.03

Employees laid off in accordance with the provisions of this Article shall be subject to recall in the reverse order in which they are laid off in the affected Department. Recall rights for employees laid off shall expire eighteen (18) months subsequent to the date of layoff.

19.04

The Town agrees that up to and including 11:59 p.m. on December 31, 2014, there shall be a minimum of the current number of unit employees in the bargaining unit as of the date of ratification of the contract; in no event shall the presently agreed-upon minimum be adjusted downward: no person in this bargaining unit shall be terminated due to budgetary reasons or abolition of programs but only for disciplinary reasons subject to arbitration under this collective bargaining agreement.

The parties recognize and expressly agree that this no layoff prohibition will sunset at 11:59 p.m. on December 31, 2014. At that time, unless otherwise agreed to in writing by the parties, this section will terminate and no longer have any effect or bind any party. Section 209-a (1)(e) of

the Civil Service Law shall not apply to this section.

ARTICLE XX
Work Clothing

20.01

The Town shall provide all employees in the unit covered by this Agreement with two (2) pairs of work gloves per year.

20.02

It is further agreed that the time, place and all other circumstances concerning the selection, purchase and distribution of the work gloves referred to above shall be determined exclusively by the Town, and also that all employees who are provided with work gloves shall be required to wear and utilize same in the performance of their duties.

20.03 - Clothing and Shoe Allowance

All employees in the unit covered by this Agreement shall receive the following dollar amount(s) per year for the purchase, maintenance, and repair of work shoes and for the purchase and maintenance of clothing used or damaged in the performance of their duties.

February 2010	\$350.00
February 2011	\$350.00
February 2012	\$350.00
February 2013	\$350.00
February 2014	\$350.00

It is further agreed that the type and quality of such shoes shall be exclusively determined by the Town. It is also understood that all employees shall be required to wear such shoes in the performance of their duties. Failure to do so without excuse of the Department Head shall warrant an employee being relieved of duty without pay with a repeat of such failure subject to disciplinary action.

20.04 - Tool Allowance/Mechanics

The Town agrees to provide the mechanics in the unit covered by this Agreement the following dollar amount(s) per year for the repair and maintenance of tools utilized in the performance of their duties for the Town of Orchard Park.

It is understood that any employee receiving such tool allowance shall be required, upon request, to provide a written tool inventory under such terms and conditions established by the town.

January 1, 2010	\$700.00
January 1, 2011	\$700.00
January 1, 2012	\$700.00
January 1, 2013	\$700.00
January 1, 2014	\$700.00

ARTICLE XXI **Safety Conditions**

21.01

The Town shall provide safe conditions of work to the extent mandated by law.

21.02

Joint Safety Committee

The Town and the Union jointly recognize their mutual responsibility to provide a safe and healthful work place and agree to the functioning of a Joint Safety Committee. Such committee comprised of the two

Department Heads and one employee from each Department, along with the Labor Relations Specialist, shall be created and meet as often as the members mutually agree is necessary for the purpose of making recommendations to management with respect to safety matters. Meetings conducted during normal working hours shall be with pay. Nothing contained herein shall prevent any employee from reporting any conditions at any time that the employee believes are unsafe.

ARTICLE XXII **Personnel Files**

22.01 - Review of Personnel File

Employees covered by this Agreement shall, upon request, be permitted to review their personnel file, accompanied by a representative of their choice, provided that the examination of personnel files shall be by appointment only; shall take place in the administrative offices where such files are maintained; and shall take place only in the presence of a designated representative of the Employer.

22.02

Employees may submit relevant materials for inclusion in their personnel file which are pertinent to performance and qualification.

ARTICLE XXIII **Holidays**

23.01

Upon completion of their probationary period, employees covered by this Agreement shall receive eight (8) hours pay at their regular daily rate of pay for each of the following recognized holidays:

New Year's Day	Labor Day	Day after Thanksgiving
Martin Luther King Day	Independence Day	Day before Christmas
Patriot's Day	Columbus Day	Christmas Day
Good Friday	Veteran's Day	
Memorial Day	Thanksgiving Day	

23.02 - Saturday/Sunday Holiday Observance

Each holiday will be observed on the day on which it falls. However, holidays which fall on Saturday will be observed on the prior Friday, and holidays which fall on Sunday shall be observed on the following Monday.

23.03 - Holiday Pay Eligibility

To be eligible for holiday pay, employees must have worked on their last scheduled work day before, and the first scheduled workday after the scheduled holiday. However, in the event that a holiday falls during a period of disability or illness, substantiated by a doctor's note, the employee shall receive holiday pay for the first holiday or double holiday only falling during such period. In other words, the payment for holiday pay shall, with proper substantiation, be limited to the first holiday or double holiday only, falling during an uninterrupted or continuous period of illness or disability.

ARTICLE XXIV

Vacations

24.01

Employees hired prior to April 1, 2013 and covered by this Agreement shall be granted paid vacations upon completion of the years of continuous service in the Town of Orchard Park as follows:

Completion of one (1) full year of service	2 weeks
Completion of five (5) full years of service	3 weeks
Completion of twelve (12) full years of service	4 weeks
Completion of eighteen (18) full years of service	5 weeks

Employees hired on or after April 1, 2013 and covered by this Agreement shall reach their vacation entitlement maximum of four (4) weeks at twelve (12) years:

Completion of one (1) full year of service	2 weeks
Completion of five (5) full years of service	3 weeks
Completion of twelve (12) full years of service	4 weeks

24.02

Vacation time shall be calculated on the basis of employee's anniversary date and shall be bid during the month of December for the following calendar year.

24.03

Employees may request vacation any time during the calendar year, provided that employees shall not be permitted to schedule vacation prior to the date when such vacation has been actually earned. Every reasonable effort will be made to meet the preference of employees in accordance with seniority. However, the Department Head may deny and reschedule requested vacation time when, in his determination, the granting of such request will adversely affect the operation of the Department. However, at least two (2) employees will be permitted to utilize scheduled vacation in any week of the year and not be available for overtime call-in. Two additional employees will be permitted to utilize scheduled vacation in any week of the year and must be available for overtime.

It is understood the remaining employee(s) should if called upon, report to work for overtime within forty-five (45) minutes as set forth in Article 15.03. (Including the two on vacation that are required to be available.) It is understood there will be only one Mechanic allowed on vacation at a time.

24.04

There shall be no accumulation of vacation benefits from one year to the next, and vacation benefits for a given year shall expire on the last day of such calendar year.

If any employee is unable to exhaust his accumulation of vacation benefits for the year due to unforeseen circumstances, the employee may make a written request to the Town Board for payment of vacation time not to exceed five (5) days. It shall be at the Town Board's discretion to approve or deny payment.

24.05

Accrued vacations must be taken in segments of at least one (1) week durations and shall not be available on a day-at-a-time basis, except that employees employed in the Water & Sewer Department may continue to utilize one (1) week of accrued vacation on a day-at-a-time basis.

24.06

Employees, whose employment with the Town terminates, for reasons other than discharge, shall be compensated for unused days of vacation due and owing on the date of such termination provided all Town issued items and equipment are returned to the Town. The Employee's surviving spouse and/or estate will receive compensation for an employee's unused vacation in case of the death of the employee.

24.07

Recognized holidays under this Agreement or days observed as such or in the event a death occurs as provided in Section 28.01, during an employee's vacation time, in any event, shall not be charged to vacation time.

ARTICLE XXV

Retirement

25.01

The Employer shall provide all employees covered by this Agreement with the retirement benefits provided for in the Improved Non-contributory Plan (Section 75i) of the New York State Retirement System.

25.02

It is agreed that the Town may approach individual members of the bargaining unit and propose terms of a voluntary retirement transition package and negotiate the terms of such an agreement with the employee and/or his/her representative. The Town agrees to provide

the President of the Unit and the CSEA Labor Relations Specialist a copy of its proposed terms to be presented to an employee as well as a copy of any executed agreements. This provision shall take effect on July 1, 2013 and will sunset at 11:59 p.m. on December 31, 2014. At that time, unless otherwise agreed to in writing by the parties, this section will terminate and no longer have any effect or bind any party. Section 209-a (1) (e) of the Civil Service Law shall not apply to this section.

ARTICLE XXVI

Sick Leave

26.01- Earning Sick Accruals

Employees hired prior to April 1, 2013 shall earn sick leave at the rate of one and one-half (1 ½) days per month of completed service. Employees hired on or after April 1, 2013 shall earn sick leave at the rate of one (1) day per full month of completed service. Newly hired employees shall not be permitted to utilize such sick leave benefits during the employee's probationary period.

Employees may accumulate sick leave days up to a total not to exceed two hundred fifteen (215) days maximum. Sick leave shall not accrue or accumulate during any unpaid leave period. Sick leave may not be used in intervals of less than one-half (1/2) day; however, at the sole, exclusive, and non-reviewable discretion of the Department Head, by prior approval, sick leave may be utilized in increments of one (1) hour.

Effective January 1, 2000 – for employees hired prior to April 1, 2013, sick leave accumulation will be increased to a maximum of two hundred forty (240) days. Employees may use the 220th-240th day for health insurance upon retirement only.

26.02 - Maximum Accumulation

Sick leave accumulation will be a maximum of two hundred forty (240) days. An employee may use the 220th-240th days for health insurance upon retirement only.

26.03

Sick leave shall not be available for absences of less than one-half (1/2) days.

26.04 - Qualifying for Sick Leave Benefits

In order to qualify for sick leave benefits in any given month, an employee shall have been on full pay status in the Highway or Water & Sewer Department of the Town of Orchard Park for at least fifty (50) percent of the working days in such month. Sick time will not count as time worked for this Section.

26.05

Sick leave shall not accrue or accumulate during any unpaid leave period.

26.06

Sick leave shall not be used for any purpose other than legitimate illness. Employees shall contact the office of the Department Head by telephone at least fifteen (15) minutes prior to the commencement of the shift.

26.07 – Physician's Statement

Employees shall provide a written physician's statement after three (3) consecutive work days of illness, and may be required to furnish a physician's statement for periods of illness less than three (3) consecutive work days and for sick leave days utilized immediately prior to or subsequent to holidays, vacation or any unpaid time off.

26.08

Upon the termination of employment in any regard, all accumulated sick leave shall be canceled, except to the extent provided by law or pursuant to other articles of this Agreement.

An employee who is subsequently rehired within one (1) year shall be credited with the amount of sick leave accrued at the time of termination.

26.09 - Sick Leave - Immediate Family

(a) Employees in the unit covered by this Agreement may utilize three (3) days per year of accumulated sick leave for illness in the immediate family (husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparent or relative who actually resides in the immediate household), where the presence of such employee is necessary and required to provide care for such member of the immediate family.

(b) It is understood that such leave shall be requested in advance, and subject to the approval of the Department Head or his designated representative, which approval may be denied when, in the exclusive judgment of the Department Head or his designated representative, the granting of such leave will adversely affect the operation of the Department, and the Department Head, or his designated representative may require an employee to verify or substantiate such request by doctor's note or otherwise.

(c) It is also understood that such leave shall be taken in units of not less than four (4) hours duration unless otherwise authorized by the Department Head or his designated representative. The refusal to so authorize shall not be subject to the grievance procedure herein.

26.10 - Health Insurance At Retirement

Effective April 1, 2013, contractual health insurance benefits shall be provided at Town expense to full-time employees:

(A) Who reach the present legal retirement age of ~~65~~ 62 (Tier I) and 62 (Tier II) who retire under the New York State Retirement System; and who have served with the Town of Orchard Park as full time employees for twenty (20) consecutive complete years or more. It is understood that the age of 62 shall apply to any other present or future tiers, for said benefit, and shall be unaffected by any subsequent legislative changes in the legal retirement age; that the medical benefit to be provided (i.e. type - family, single, etc.) shall be identical to the benefit provided at the time of retirement (not including dental); and that such benefit shall terminate upon the death of the employee or upon reaching age 65.

(B) Upon reaching age 55: such retired employees shall be permitted to convert accumulated sick leave to wages on the basis of one (1) hour accumulated sick leave to one (1) hour wages, at the employee's regular hourly rate on the date of retirement, which wages shall be utilized exclusively to the payment of continued medical coverage. In the event of the death of a retired employee who is receiving a medical insurance benefit, such wages shall be utilized exclusively to the payment of continued medical coverage for the surviving spouse of the deceased retired employee. Section (B) above shall apply to employees who retire from the Town of Orchard Park who do not qualify under (A) above.

Any employee who retires and is Medicare eligible must enroll and pay for Medicare Part B.

ARTICLE XXVII Personal Leave

27.01

Employees hired prior to April 1, 2013 shall be permitted up to three (3) days per calendar year to conduct personal business. Employees hired on or after April 1, 2013 shall be permitted up to three (3) days per year to conduct personal business, except during the calendar year of their starting employment, the employee shall only be permitted one (1) personal leave day, provided that their employment probationary period has been completed, and during the second calendar year of their employment, the employee shall only be permitted two (2) personal leave day. The following circumstances will be followed:

- (a) Requests for personal leave must be submitted in writing to the employee's immediate supervisor as soon as possible, but at least two (2) workdays, if possible, prior to use, stating the general reason for the request.
- (b) Requests for personal leave must be approved by the Department Head.

27.02

Personal leave will not be utilized in segments of less than one (1)

full day. However, upon request, the Department Head may permit the use of personal leave in segments of one-half day when, in his discretion and judgment (the exercise of which shall not be subject to the grievance procedure herein) there is sufficient work for such employee and the granting of such request will not adversely affect the operation of the Department.

27.03

It is further understood that personal leave shall be used only for legitimate business which cannot be conducted after normal working hours. Such leave may be utilized for such legitimate business as provided for in this section just prior or subsequent to a holiday or vacation period, with the understanding that such leave shall not be used to extend a holiday or vacation period.

27.04

Unused personal leave at the end of each calendar year may be applied to accumulated sick leave to provide an extension of earned and accumulated sick leave days from 240 to 270, up to thirty (30) additional days. The accumulated personal leave days shall not be used as sick leave unless due to extended illness or illnesses; an employee has exhausted his accumulated sick leave and he may then use his/her accumulated personal leave as provided in this section upon retirement. The 270 days may also be applied to the employee's health program benefit.

Employees shall be entitled to one personal leave day during the calendar year of their hire providing their employment probationary period has been completed.

ARTICLE XXVIII **Bereavement Leave**

28.01

In the event that an employee is bereaved by the death of a husband, wife, daughter, son, mother, father, brother, sister, mother-in-law, father-in-law, grandparent or relative who actually resides within the immediate household, such employee may absent himself from work

with pay for a period of three (3) consecutive workdays.

In the event an employee's brother -in-law or sister-in-law dies, the employee will be entitled to the day of the funeral or memorial service.

Provided in either event above:

- (a) The employee attends the funeral or memorial service.
- (b) The three (3) days referred to above must include the day of the funeral or the memorial service.
- (c) Bereavement leave shall not apply during periods when the employee involved is absent from work because of sickness, leave of absence or any other leave, except for vacation, as provided in 24.07.

ARTICLE XXIX

Jury Duty

29.01

An employee who is summoned and is actually required to attend and serve as a juror will be paid the difference between the juror's fee and up to eight (8) hours straight time pay per day for time actually lost from work due to such jury duty. Jury duty pay is limited only to jury service performed during the scheduled workweek.

29.02

The employee shall be required to:

- (a) Notify his immediate supervisor as soon as possible, but at least two (2) workdays before the day the employee is required to report for jury service.
- (b) Return to his immediate supervisor a completed form certified by the Court Clerk.
- (c) Cooperate with the Employer in requesting excuse or delay from

jury service where the employee's absence will adversely affect the Employer's operations.

- (d) It is understood that employees will report back for work at any time when they are free from the responsibilities of jury duty.

ARTICLE XXX **Military Leave**

30.01

Military leave benefits shall be available to all employees to the extent that such benefits are mandated by law.

ARTICLE XXXI **Leave of Absence Without Pay**

31.01 - Duration of Leave of Absence

Employees covered by this Agreement may request in writing a leave of absence without pay not to exceed one (1) year. The determination of whether a request for leave without pay shall be granted rests solely in the discretion of the Town except for leaves requested for reason of sickness or disability. The Town shall render determinations for requested leaves of absence without pay within ten (10) working days.

31.02 - Seniority and Other Benefit Accruals on Leave of Absence

Employees shall not earn or accrue seniority and/or any other benefits under this Agreement during a period of leave of absence without pay. Upon return to work upon completion of leave of absence without pay, such employee shall have such seniority rights enjoyed at the time such leave commenced.

31.03 - Notification of Return to Work

An employee shall notify the Town at least two (2) weeks prior to his scheduled return to work to confirm the date that he will report to work.

31.04 - Failure to Return to Work

The failure of an employee to return to work within five (5) working days after expiration of the leave shall be considered as a voluntary quit.

31.05 - Extension (Leave of Absence)

A leave of absence without pay may be extended only by mutual agreement of the parties.

ARTICLE XXXII **Medical Insurance**

32.01

The Town shall provide the following medical insurance policies in accordance with the terms and conditions set forth below:

Blue Cross/Blue Shield PPO811 coverage (with National Access Coverage) that is in effect on June 1, 2008 with prescription drug coverage of \$1/10/25. New hires only shall have the option of selecting Blue Cross/Blue Shield PPO811 or Community Blue POS203 with prescription drug coverage of \$5/15/35 as set forth below:

Employees hired prior to April 1, 2013 shall receive this benefit at no cost up to June 30, 2013. Effective July 1, 2013, all employees hired prior to April 1, 2013 shall contribute five percent (5%) of the health insurance premium equivalent in effect each year for the duration of their employment with the Town

Effective April 1, 2013, any employee hired into the unit on or after April 1, 2013 shall contribute twenty percent (20%) of the health insurance premium equivalent in effect each year.

Employee contributions may be made by payroll deduction on a pre-tax basis.

In the event that the health insurance company unilaterally changes the coverage in the above plans, including the drug formulary, the Town is not responsible to maintain the removed or altered coverage. If the

health insurance carrier alters the three-tier prescription drug levels, the Town will purchase the prescription drug levels closest to the current level of benefit coverage offered by the health insurance carrier. The Town and the Union will refer the employee's removed or altered coverage, made by the health insurance carrier, to the Town Health Insurance Committee.

The Town shall have the option to start or stop a \$250.00/\$500.00 in-hospital deductibility that shall be self-insured by the Town and a direct bill procedure will be set up with the hospitals.

The Town shall have the option of providing two (2) single health insurance policies instead of a family plan, for married employees who have no dependent children when permitted by Blue Cross. In the event a family plan is needed, due to dependents, the change from single to family will be done as soon as possible.

The Town reserves the right to change health insurance companies/coverage after consultation with the Union and provided the plans are equivalent in coverage. If the Union disagrees that the plans' coverage is not equivalent, it would be subject to the grievance procedure.

32.02 - Coverage Under Another Insurance Plan

If an employee is covered under another health insurance plan either by another employer or by coverage under his/her spouse's health insurance plan, then that employee shall not be eligible for coverage under the Town's plan unless such plan is proven not to be equivalent with the Town's plan. Under no circumstances shall the employee be covered under double coverage.

If, at some later date, it is proved that the employee or his/her spouse is no longer covered by another plan, then that employee may be considered eligible for coverage under the Town's plan.

Employees may be provided options of medical plans selected by the Town.

In the event of a death of an active Town employee receiving coverage under this Section, such coverage will be extended four (4) months to

the employee's surviving spouse.

32.03 - Health Reimbursement Account (105-h)

The Town shall provide a 105 (h) - Health Reimbursement Account, debit card, of one hundred dollars (\$100.00) per month for each full month the employee is employed by the Town and the employee is receiving Town health insurance. The effective starting date of the 105 (h) - Health Reimbursement Account shall be the first of a month the terms of the tentative agreement have been ratified by both parties and terms become effective including the adoption of the 105 (h) plan document. Any unused amount(s), remaining balance(s) at the end of each month on the employee's debit card will be carried over to the next month or the next calendar year should there be any unused amount(s), remaining balance(s) on December 31st. The health reimbursement account may be used by the employee for any expenses outlined in the 105 (h) plan document.

32.04 - IRC Section 125 Flexible Spending Account

The Town shall provide an IRC Section 125 Flexible Spending Account program allowing for employee contribution as provided by the plan on a pre-tax basis.

32.05 - Health Insurance Buyout

In the event an employee chooses to retain medical coverage through the spouse, other employment of the employee or a private insurance plan, the employee shall be compensated monthly as follows:

Family Plan	\$2,400.00 annually/\$200.00 monthly
Single Plan	\$1,200.00 annually/\$100.00 monthly

The employee shall notify the Town, in writing during the Town's annual option period and shall provide written verification of medical coverage elsewhere. The employee will have his/her full benefits restored as a result of death of dependent, a court action requiring him/her to do so, loss of dependent benefit, other employment or private insurance or at said time the employee chooses to do so in conjunction with the Town's annual option period, the first of the

month following his/her election to return to Town coverage. At said time, the employee shall have his/her choice of said health insurance plans that are set forth in Section 32.01. Benefits contained herein shall be made the first pay period following the effective date of the annual option period ending and shall be prorated on a monthly basis.

32.06 - Dental Plan

The Town shall provide a Dental Plan to all employees covered by the Agreement at no cost to the employee.

ARTICLE XXXIII **Life Insurance**

33.01

The Town shall continue to provide term life insurance (\$7,500.00) to all employees in the unit covered by this Agreement.

ARTICLE XXXIV **Workers' Compensation**

34.01

Workmen's Compensation benefits shall be available to employees covered by this Agreement to the extent mandated by law.

ARTICLE XXXV **Non-Discrimination**

35.01

Neither party to this Agreement shall discriminate against any applicant for employment or employees covered by this Agreement with regard to sex, age, creed, race, color, or national origin.

ARTICLE XXXVI
Legislative Action

36.01

It is agreed by and between the parties hereto that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXXVII
Savings Clause

37.01

If any provision of this Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

ARTICLE XXXVIII
Total Agreement Clause

38.01

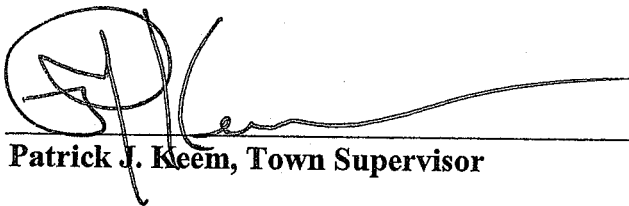
Except as provided herein, neither the Union nor the Employer shall be required by the other to renegotiate any provision of this Agreement during the term hereof.

ARTICLE XXXIX
Duration and Signatures

39.01

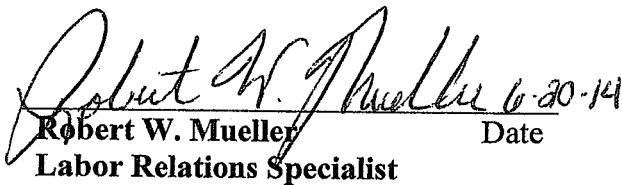
This Agreement, except as may be modified within the individual Articles/Sections hereto, shall be effective beginning January 1, 2010 and remain in force and effect until December 31, 2014.

The Town of Orchard Park


Patrick J. Keem, Town Supervisor

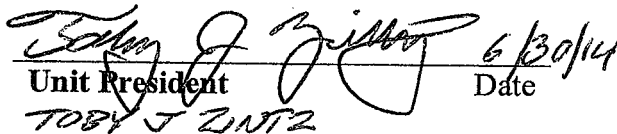
July 2, 2014
Date

CSEA, Inc., Local 1000 AFSCME, AFL-CIO


Robert W. Mueller
Labor Relations Specialist

6-20-14
Date

Date


Unit President
TOBY J ZINTZ

6/30/14
Date

Date

APPENDIX "A"

Heavy Equipment Operator (HEO)

Operation of the following equipment will entitle an employee to the "Heavy Equipment Operator" rate for the time spent so operating. Employees must possess CDL license with tractor-trailer endorsement.

Bulldozer
Eight (8) ton roller and up
Excavators (five (5) tons or more)
Gradall
Grader
(Road) Grader
High Lifts (road construction, brush pick-up, snow removal from highway)

Light Equipment Operator (LEO)

Operation of the following equipment will entitle an employee to the "light Equipment Operator" rate for the time spent so operating.

All rollers under eight (8) ton excluding one (1) ton
Elgin street sweeper
Excavators (under five (5) ton)
Rubber tired backhoe
Tractors (roadside mowing)
Vac-All
Shoulder machine

Truck Driver

Operation of the following equipment will entitle an employee to the "Truck Driver" rate for the time spent so operating. CDL license required for operation of any equipment over 26,000lbs.

All cargo trucks
Chipper trucks
Front of gradall
Leaf trucks
Sewer jet (truck driver must possess tanker endorsement)

Laborers

Should be able to drive all vehicles under 26,000lbs., which do not require a CDL license.

Skid steer loader

Turf tractor(s)

When the Highway Superintendent determines that there is a need for additional appropriate license holders in the department, he will allow appropriate license permit holders or employees working toward a promotion for HEO, LEO or where a CDL or Class A license is necessary, time on the above equipment when it is to be operated for the purposes of training and taking a test. Such time, when allowed, shall not be construed to be a violation of any seniority provision of this Agreement.

Training time on equipment for license permit holders or employees working toward a promotion shall not constitute out-of-title work.

APPENDIX "B"

2010

Orchard Park Blue Collar Unit – Salary Schedules

Effective January 1, 2010

Job Level	1	2	3	4	5	6	Positions Included
1	\$ 20.78	\$21.64	\$22.52	\$23.38	\$23.72	\$24.13	Laborers, All Departments
2	\$ 21.15	\$22.01	\$22.88	\$23.74	\$24.11	\$24.50	Truck Drivers
3	\$ 21.31	\$22.19	\$23.04	\$23.93	\$24.31	\$24.71	Light Equipment Operator
4	\$ 22.05	\$22.93	\$23.78	\$24.67	\$25.05	\$25.43	Heavy Equipment Operator, Assistant Crew Chief
5	\$ 22.38	\$23.26	\$24.11	\$25.01	\$25.39	\$25.78	Mechanic, All Departments

2011

Orchard Park Blue Collar Unit – Salary Schedules

Effective January 1, 2011

Job Level	1	2	3	4	5	6	Positions Included
1	\$21.40	\$22.29	\$23.20	\$24.08	\$24.43	\$24.85	Laborers, All Departments
2	\$21.79	\$22.67	\$23.57	\$24.45	\$24.83	\$25.24	Truck Drivers
3	\$21.95	\$22.86	\$23.73	\$24.65	\$25.04	\$25.45	Light Equipment Operator
4	\$22.71	\$23.62	\$24.49	\$25.41	\$25.80	\$26.19	Heavy Equipment Operator, Assistant Crew Chief
5	\$23.05	\$23.96	\$24.83	\$25.76	\$26.15	\$26.55	Mechanic, All Departments

2012

Orchard Park Blue Collar Unit – Salary Schedules

Effective January 1, 2012

Job Level	1	2	3	4	5	6	Positions Included
1	\$21.40	\$22.29	\$23.20	\$24.08	\$24.43	\$24.85	Laborers, All Departments
2	\$21.79	\$22.67	\$23.57	\$24.45	\$24.83	\$25.24	Truck Drivers
3	\$21.95	\$22.86	\$23.73	\$24.65	\$25.04	\$25.45	Light Equipment Operator
4	\$22.71	\$23.62	\$24.49	\$25.41	\$25.80	\$26.19	Heavy Equipment Operator, Assistant Crew Chief
5	\$23.05	\$23.96	\$24.83	\$25.76	\$26.15	\$26.55	Mechanic, All Departments

2013

Orchard Park Blue Collar Unit – Salary Schedules

Effective January 1, 2013

Job Level	1 85% of Step 4	2 90% of Step 4	3 95% of Step 4	4	5	6	7	8	9	Positions Included
1	\$18.19	\$19.26	\$20.33	\$21.40	\$22.29	\$23.20	\$24.08	\$24.43	\$24.85	Laborers, All Departments
2	\$18.52	\$19.61	\$20.70	\$21.79	\$22.67	\$23.57	\$24.45	\$24.83	\$25.24	Truck Drivers
3	\$18.66	\$19.76	\$20.85	\$21.95	\$22.86	\$23.73	\$24.65	\$25.04	\$25.45	Light Equipment Operator
4	\$19.30	\$20.44	\$21.58	\$22.71	\$23.62	\$24.49	\$25.41	\$25.80	\$26.19	Heavy Equipment Operator, Assistant Crew Chief
5	\$19.59	\$20.75	\$21.90	\$23.05	\$23.96	\$24.83	\$25.76	\$26.15	\$26.55	Mechanic, All Departments

2014

Orchard Park Blue Collar Unit – Salary Schedules

Effective January 1, 2014

Job Level	1 85% of Step 4	2 90% of Step 4	3 95% of Step 4	4	5	6	7	8	9	Positions Included
1	\$18.69	\$19.79	\$20.89	\$21.99	\$22.89	\$23.83	\$24.74	\$25.10	\$25.53	Laborers, All Departments
2	\$19.03	\$20.15	\$21.27	\$22.39	\$23.29	\$24.22	\$25.12	\$25.51	\$25.93	Truck Drivers
3	\$19.17	\$20.30	\$21.42	\$22.55	\$23.49	\$24.38	\$25.33	\$25.73	\$26.15	Light Equipment Operator
4	\$19.84	\$21.01	\$22.17	\$23.34	\$24.27	\$25.16	\$26.11	\$26.51	\$26.91	Heavy Equipment Operator, Assistant Crew Chief
5	\$20.13	\$21.31	\$22.50	\$23.68	\$24.62	\$25.51	\$26.47	\$26.87	\$27.28	Mechanic, All Departments