

**TOWN OF AMHERST / AEA  
TENTATIVE AGREEMENT MOA/SUMMARY  
5/14/2020**

**NOTE:** Any proposal not addressed herein shall be deemed by the parties to have been refused and/or withdrawn for purposes of this negotiation, unless mutually agreed to be reintroduced. This provision shall not apply to housekeeping issues agreed necessary by the parties to update the CBA.

**AEA PROPOSALS**

**AEA #1**      **Wages - OK by both parties 5/14/2020.**

Effective 7/1/20 – 2% added to each step of the salary schedule (No Retro).

Effective 7/1/20 - Remove Steps 1-3, renumber steps from 1 - 9.

Effective 1/1/21 - Add new Step 10 @ +1% above Step 9 to salary schedule.

Effective 1/1/21 – 1% added to each step of the salary schedule.

Effective 7/1/21 – 1% added to each step of the salary schedule.

Effective 1/1/22 – 1% added to Step 10 of the salary schedule.

Effective 1/1/22 – 2.25% added to each step of the salary schedule.

Effective 1/1/23 – 2.25% added to each step of the salary schedule.

Effective 1/1/24 – 2.5% added to each step of the salary schedule.

Remove MEO from Job Group 2.

Remove Compost wording from Job Group 3.

Reallocate WWTP Operator Trainee job title from Job Group 3 to Job Group 4.

**AEA #2**      **Shift Differential - OK by both parties 5/6/2020.**

Effective 1/1/21 – Increase Shift Differential by \$.25 per hour (Afternoon & Night Shifts).

Effective 1/1/24 – Increase Shift Differential by \$.25 per hour (Afternoon & Night Shifts).

**AEA #3**      **Briefing Time - OK by both parties 5/14/2020.**

Effective 7/1/20 – Add one (1) operator per shift at Plant 16 to be paid for briefing time, not to exceed 15 minutes per day. Such pay shall not to be considered overtime, and will be paid at the straight time rate.

Effective 7/1/20 – Amend section to include two (2) Working Crew Chiefs and one (1) Working Automotive Crew Chief at Sewer Maintenance Division.

**AEA #4**      **Longevity - OK by both parties 5/6/2020.**

Effective 1/1/21 – Adopt one new Longevity Schedule as follows:

5 years	\$ 500.00 annually
7 years	\$ 700.00 annually
10 years	\$1,000.00 annually
15 years	\$1,100.00 annually
20 years	\$1,200.00 annually
25 years	\$1,300.00 annually

Effective 1/1/22 – Add \$100 to each step of the schedule.

Effective 1/1/23 – Add \$100 to each step of the schedule.

Effective 1/1/23 – Add \$100 each year over 25.

Effective 1/1/24 – Add \$100 to each step of the schedule.

**AEA #5**      **Compensatory Time - OK by both parties 5/6/2020.**

Amend section to reflect Operators at Plant 16 will be charged for overtime on day worked.

**AEA #6**      **Overtime - OK by both parties 5/6/2020.**

Effective 1/1/23 – Increase Premium Rate to \$2.00 per hour.

Effective 9/1/20 – Increase compensation for Wastewater Treatment Plant Operator and Senior Wastewater Treatment Plant Operator by one hour each. (WTPO to two hours and SWTPO to one and a half hours).

**AEA #7**      **Stipends - OK by both parties 5/14/2020.**

Effective 1/1/22 – Increase Applicator’s License Stipend to \$600.

Effective 1/1/22 – Increase Confined Space Rescue Team Stipend to \$600.

Effective 1/1/23 – Increase Confined Space Rescue Team Stipend to \$700.

Effective 1/1/24 – Increase Confined Space Rescue Team Stipend to \$800.

**AEA #8**      **Medical Coverage - OK by both parties 5/6/2020.**

Effective 1/1/2021 - Increase Single and Family double coverage waiver to Single \$1,500 and Family \$3,000.

**AEA #9**      **Medical Coverage - W/D by AEA 5/6/2020.**

**AEA #10**      **Staffing Levels - OK by both parties 5/6/2020.**

Renew current contract language reflecting 57 AEA members.

**AEA #11**      **Holidays - OK by both parties 5/6/2020.**

Amend language to reflect that an employee may choose to take up to three (3) floating holidays. Add sentence to reflect if worked, shall be treated as any other working day for purposes of any addition compensation purposes.

Amend section to reflect that any employee who works on Christmas Eve will be compensated at time and a half for all hours worked (Only applies to 3 - 11 pm shift).

Restore Columbus Day and Election Day as Holidays.

**AEA #12**      **Vacation - OK by both parties 5/6/2020.**

Effective 1/1/20 – Newly hired employees may use one week of vacation after sixty (60) days (same as CSEA language).

**AEA #13**      **Sick Leave - OK by both parties 5/6/2020.**

Effective 1/1/22 – Reinstate sick leave incentive where employees are awarded four (4) hours compensation for using no sick leave in a quarter.

Sick Leave may be used in one hour increments whenever reasonable.

Increase Sick Leave Buy Back for continued health insurance at retirement from 65 to 80 days.

**AEA #14**      **Personal Leave - OK by both parties 5/6/2020.**

Personal Leave may be used in one hour increments whenever reasonable.

Amend Leave for Death in the Family section to mirror CSEA's language. **(Appendix B)**

**AEA #15**      **Equipment - OK by both parties 5/6/2020.**

Effective 1/1/21 – Increase prescription safety glasses allowance to \$150 (+ \$50).

Effective 1/1/22 – Increase safety shoe allowance to \$175 (+ \$50).

Effective 1/1/23 – Increase safety shoe allowance to \$200 (+ \$25).

Effective 1/1/24 – Increase safety shoe allowance to \$225 (+ \$25).

**AEA #16**      **VSI - OK by both parties 5/14/2020.**

The Town shall offer a 2022 Voluntary Separation Incentive to eligible AEA members offering a minimum of two (2) years of health insurance, to be negotiated and mutually agreed upon.

The Town shall offer a 2024 Voluntary Separation Incentive to eligible AEA members offering a minimum of two (2) years of health insurance, to be negotiated and mutually agreed upon.

**AEA #17**      **Defensive Driver Training - OK by both parties 5/6/2020.**

Effective 1/1/23, add new language to reflect that all employees who drive Town vehicles must take a Defensive Driving program every three (3) years. Such program will be paid for by the Town and offered during regular working hours.

**TOWN PROPOSALS**

**Town #1**      **VSI - OK by both parties 5/6/2020.**

Revise and update Paragraph 3 of Management Rights to reflect current Voluntary Separation Incentive status.

**Town #2**      **Part Time Operators - OK by both parties 5/6/2020.**

Effective 7/1/20, the Town reserves the right to utilize part time operators to supplement the workforce at the WWTP pursuant to the attached MOA (Appendix A).

**Town #3**      **Medical Insurance - OK by both parties 5/6/2020.**

Update language in Paragraphs 1 and 5 to reflect current practice regarding employee contributions toward health insurance.

**Town #4**      **Medical Insurance - OK by both parties 5/6/2020.**

Add new second paragraph to Section 9 Double Coverage, as follows:

“Such option must be exercised each year during the month of October (Open Enrollment Period) to be effective the following January 1. This option is not self-renewing, and employees wishing to receive a waiver payment must notify the Human Resources Office *each year* during the month of October in order to be eligible for payment. Payment will be issued the first pay period in April of the following year.”

**Town #5**      **Work Force Changes - W/D by Town 5/6/2020.**

**Town #6**      **Work Force Changes - OK by both parties 5/6/2020.**

Current full time Town employees with three years or more of Town service transferring into the unit from another bargaining unit shall start at next highest rate (same as current promotional process). Prior to any such transfer occurring, a committee comprising the Director of Human Resources (or Designee), the Town Engineer (or Designee) and an AEA representative shall convene to review and consensually approve the transfer.

**Town #7      Vacation - OK by both parties 5/6/2020.**

Revise the second paragraph of Section 6 Unused Vacation by adding the following new fourth sentence:

“Any vacation banked for purposes of being applied toward the future payment for continued health coverage upon retirement is subject to all Federal and State withholding and tax requirements during the calendar year in which it is banked.”

**Town #8      Sick Leave - OK by both parties 5/6/2020.**

Revise Section 13 Sick Leave Buy - Back by updating the sick leave used for continued health insurance language to reflect current practice.

**Town #9      Sick Leave - OK by both parties 5/6/2020.**

Revise Section 13 Sick Leave Buy - Back by adding the following new sentence:

“Accumulated unused sick leave to be applied toward the payment for continued health coverage upon retirement is subject to all Federal and State withholding and tax requirements at the time of separation for retirement.”


**Town #10      Paid Family Leave - OK by both parties 5/6/2020.**

Negotiate Paid Family Leave Policy.

**MOA**      AEA will have representation on a Health Insurance Committee to be formed to explore options for providing some form of Health Insurance at retirement.

AMHERST EMPLOYEES'  
ASSOCIATION, INC.

TOWN OF AMHERST

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Supervisor

Dated: 5-19-2020

Dated: 5/19/2020

## **APPENDIX A**

### **Memorandum of Agreement**

During the course of negotiations for 2020 thru 2024 contract both the Town of Amherst and the Amherst Employees Association, Inc. have agreed upon the use of Part Time Operators to work at the Wastewater Treatment Plant. This agreement has the following stipulations that are to be adhered to by the Town of Amherst and the Amherst Employees Association.

- 1) Former Town of Amherst employees who did not separate employment through a Voluntary Separation Incentive will be given preference for Part-time Operator positions.
- 2) All Part-time Operators must meet the Town residency requirements.
- 3) There will be a maximum of two (2) Part-time Operators allowed on a call-up sheet.
- 4) The Part-time Operator must have a Grade 3a or 4a New York State Certificate.
- 5) Part-Time Operators will be allowed to work weekends only and no day shifts.
- 6) Part-time Operators will be allowed to work a maximum of 19 hours per week.
- 7) Part-time Operators will not be allowed to work holidays.
- 8) Compensation for Part-time Operators will be in Job Group 6, Step 1.
- 9) Part-time Operators can work only after no Full-time Operator can fill the overtime shift.
- 10) If at the end of contract the Town of Amherst is not able to find and use Part-time Operators this agreement will end, and the parties agree to renegotiate the possible use of Part-time Operators.
- 11) The Town acknowledges and agrees that the use of part-time employees, as described herein, will be recognized as a discernible boundary that will not, in any way, infringe upon AEA's exclusive right to its work.

## **APPENDIX B**

### **Bereavement Leave Language**

1. Leave Because of Death in Family. Leave of absence with pay of not to exceed five (5) days shall be granted to an employee in the event of death occurring in the employees' immediate family, namely, spouse, parent, child, sibling, grandchild, stepchild or stepparent who served in loco parentis. Leave of absence of not to exceed three (3) days shall be granted upon the death of an employee's grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law or any other blood relative residing in the employee's household. Leave of absence of not to exceed one (1) day shall be granted upon the death of an employee's aunt, uncle, niece, nephew or cousin. Employees may, upon prior request and approval of the Department Head in consultation with the Director of Human Resources, be granted one (1) day to attend the funeral of individuals not included in the family set forth above.