



# TOWN OF AMHERST

DEPARTMENT OF HUMAN RESOURCES

ERIE COUNTY, NEW YORK

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

## Memorandum of Agreement between the Town of Amherst and the Amherst Employees Association, Inc. Association, Dated November 3<sup>rd</sup>, 2025

The Town of Amherst (hereinafter “Town”), a municipal corporation within the meaning of New York State Law, and the Amherst Employees Association, Inc., (hereinafter “AEA” or “Union”), an employee organization organized pursuant to Article 14 of the New York State Civil Service Law (hereinafter collectively referred to as “Parties”), are parties to a Collective Bargaining Agreement (hereinafter “CBA”), which was modified by a Memorandum of Agreement dated May 14<sup>th</sup>, 2020, (hereinafter “MOA”) that expired on December 31<sup>st</sup>, 2024. The Parties, after several months of negotiation, have come to this Agreement for a Successor Collective Bargaining Agreement.

WHEREAS; the Town and AEA are parties to a CBA and MOA that expired on December 31<sup>st</sup>, 2024;

WHEREAS; the Parties had numerous negotiations sessions, where each party presented proposals for the extension of the CBA, on new terms and conditions as outlined in their proposals;

WHEREAS; the Parties, via arms-length and good-faith negotiations, amended various proposals, withdrew proposals, and agreed to compromise positions via accepted counter-proposals, and reached a verbal tentative agreement on October 3<sup>rd</sup>, 2025;

WHEREAS; the Parties signed the Tentative Agreement, attached hereto as **Attachment A**, on October 17<sup>th</sup>, 2025;

WHEREAS; AEA ratified the tentative agreement on October 21<sup>st</sup>, 2025, as confirmed via letter to the Director of Human Resources, attached as **Attachment B**;

WHEREAS; the Town Board authorized the Supervisor to sign an MOA on the terms of the Tentative Agreement on October 27<sup>th</sup>, 2025, as confirmed by Board Resolution 2025-919, attached as **Attachment C**;

Now, therefore, be it resolved that:

1. As both parties have ratified **Attachment A**, and the Supervisor has been duly authorized by the Town Board to enter into this Agreement, the Town and AEA agree to the terms of **Attachment A**. **Attachment A** will supersede any inconsistent language in the CBA.
2. The Parties may make minor, non-substantive changes to the CBA in a consolidation process after ratification in order to consolidate the CBA, the previously expired MOU, and **Attachment A** into one document.

For the Town of Amherst:



Brian J. Kulpa  
Supervisor  
Town of Amherst

Dated: 11/13/25

For the Amherst Employees  
Association, Inc.:



Michael Germain  
President

Dated: 11/12/2025

# Attachment

A



**TOWN OF AMHERST**  
DEPARTMENT OF HUMAN RESOURCES

**ERIE COUNTY, NEW YORK**

5883 MAIN STREET  
WILLIAMSVILLE, NEW YORK 14221  
PHONE: 716-631-7025  
FAX 716-631-7066

**Memorandum of Tentative Agreement between the Town of Amherst and the Amherst Employees' Association, Inc., Dated October 17<sup>th</sup>, 2025**

The Town of Amherst (hereinafter "Town"), a municipal corporation within the meaning of New York State Law, and the Amherst Employees' Association, Inc., (hereinafter "AEA" or "Union"), an employee organization organized pursuant to Article 14 of the New York State Civil Service Law (hereinafter collectively referred to as "Parties"), are parties to a Collective Bargaining Agreement (hereinafter "CBA"), which expired on December 31<sup>st</sup>, 2019, and a subsequent Memorandum of Understanding (hereinafter "MOU"), which modified the terms of the CBA and extended it through December 31<sup>st</sup>, 2024. The Parties, after several months of negotiation, have come to this Tentative Agreement for a Successor Collective Bargaining Agreement.

WHEREAS; the Town and AEA are parties to a CBA and MOU that expired on December 31<sup>st</sup>, 2024;

WHEREAS; the Parties had approximately nine negotiations sessions, where each party presented numerous proposals for the extension of the CBA, on new terms and conditions as outlined in their proposals;

WHEREAS; the Parties, via arms-length and good-faith negotiations, amended various proposals, withdrew proposals, and agreed to compromise positions via accepted counter-proposals, and reached a verbal tentative agreement on October 3<sup>rd</sup>, 2025, establishing the terms of a successor collective bargaining agreement, as confirmed in this document, subject to the ratification of both the body of the AEA and the Town Board;

Now, therefore, be it resolved that:

1. The Parties agree to the following tentatively agreed upon proposals, attached hereto as "**Attachment 1**," which includes Town Proposals 1, 2, 3, 4, 5, 7, 11, 12, 16, 17, 18, 20, and 21. These proposals were previously agreed to on September 17<sup>th</sup>, 2025.
2. The Town agrees to withdraw Town Proposals 10, 14, and 19.
3. The Parties further agree to the following tentatively agreed upon proposals, attached hereto as "**Attachment 2**," which includes AEA Proposals 8, 12, 15, 17, and the "housekeeping" proposal as amended. These proposals were previously agreed to on September 17<sup>th</sup>, 2025.
4. AEA agrees to withdraw AEA Proposals 10 and 16.
5. AEA agrees to Amended Town Proposal 13, effective January 1<sup>st</sup>, 2027, attached hereto as "**Attachment 3**," which amends the salary schedule for certain employees.
6. The Town agrees to AEA Proposal 13, attached hereto as "**Attachment 4**."

7. AEA Agrees to Town Proposal 8, attached hereto as “Attachment 5.”
8. AEA Agrees to Town Proposal 9, attached hereto as “Attachment 6.”
9. The Town agrees to AEA Proposal 11, effective January 1<sup>st</sup>, 2027, attached hereto as “Attachment 7.”
10. AEA agrees to Town Proposal 6, attached hereto as “Attachment 8.”
11. The Town agrees to withdraw Town Proposal 14.
12. The Parties agree to amend Article 2, Section 3 to include a Voluntary Separation Incentive, offered to employees in Calendar Year 2028, on the following terms:
  - a. A two-year term, effective the first day of the employee’s retirement.
  - b. The employee contributes to the cost of the VSI at the same contribution rate at which they contributed when they were employed with the Town, subject to any change in the premium equivalent that impacts active members.
13. The Parties further agree to the following amendments to Article 5 of the CBA, to be updated consistent with the following provisions:
  - a. AEA members will be paid in a lump-sum, one-time payment equivalent to 1.5% of their current salary after the ratification of this Agreement by the Town. This payment will occur within sixty (60) calendar days of the ratification of this Agreement.
  - b. AEA members will be paid the following increases to their current base salaries, above the compensation earned by AEA employees in 2024:
    - i. January 1st, 2026 – 2.00%
    - ii. January 1st, 2027 – 2.75%
    - iii. January 1st, 2028 – 3.25%
    - iv. January 1st, 2029 – 3.50%
  - c. An increase to both the afternoon and evening shift differential of \$0.25, effective January 1<sup>st</sup>, 2027, and an additional \$0.50, effective January 1<sup>st</sup>, 2029.
  - d. Modify Article 5 of the CBA to include a one-time, \$1,500.00 payment to be made to any current WWTP Trainee who obtains their 2-A license during the term of this Agreement. Any WWTP Trainee’s that are hired after the ratification of this Agreement will not be eligible for the payment.
  - e. Modify Article 5 of the CBA to include that any Operator that achieves their 4-A license during the course of this Agreement will be provided a one-time \$5000.00 lump-sum payment.
14. A change to Article 6 of the CBA indicating an increase to the longevity pay by \$100 per longevity step, effective January 1<sup>st</sup>, 2026, and an additional \$100 per longevity step, effective January 1<sup>st</sup>, 2028.
15. Amend Article 8, Section 3, effective January 1<sup>st</sup>, 2026, which permits AEA members to have up to 96 (ninety-six) hours of compensatory time in their bank.
16. A change to Article 8, Section 6, indicating a \$0.50 increase per hour to the premium rate, effective January 1st, 2027.

17. A change to Article 8, Section 8, indicating an increase of \$100 to the applicator license and confined space rescue team, effective January 1<sup>st</sup>, 2027, and an additional \$100 to those licenses effective January 1<sup>st</sup>, 2029. Additionally, employees with an automotive inspector certification that work as auto mechanics or auto mechanic supervisors shall be eligible for a stipend equivalent to the applicator stipend, effective January 1<sup>st</sup>, 2026.

18. The Parties agree to the following:

- a. Effective January 1<sup>st</sup>, 2027, the Memorandum of Agreement dated December 23, 2024, attached hereto as "**Attachment 9**," will be extended until December 31<sup>st</sup>, 2026, at 11:59:59pm, at which point it will be considered by the Parties as null and void.
- b. Effective January 1<sup>st</sup>, 2027, "**Attachment 10**" will replace the Memorandum of Agreement referenced in Paragraph 18(a), above, and will become appended to the CBA.
- c. Effective January 1<sup>st</sup>, 2030, **Attachment 10** will also be considered by the Parties as null and void.
- d. Effective January 1<sup>st</sup>, 2027, Article 21, Section 16 of the CBA will be amended as follows:

*RRH*  
*MR*  
3/4 (.75) hour

- i. "The Wastewater Treatment Plant Operator shall receive an additional one-half <sup>(.5)</sup> hour of compensation for each eight-hour period so worked and the Senior Wastewater Treatment Plant Operator shall receive an additional ~~one-quarter~~ <sup>(.4)</sup> hour of compensation for each eight-hour period so worked."
- ii. Effective at the expiration of this agreement, the newly amended Article 21, Section 16 of the CBA, will be deemed to have expired, and will be marked as [Reserved] in any future CBA.

19. This is the full agreement between the parties. Any other discussion or proposal not addressed in this agreement is hereby withdrawn.

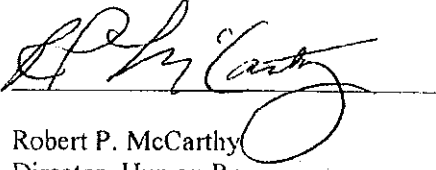
20. All terms and conditions of the expired CBA and MOU not changed, modified, or superseded hereby remain in full force and effect and are included herein by reference.

21. This Agreement shall become effective upon execution by the parties; ratification by the union members review and approval by the Town Board; and the ultimate signature by the Town Supervisor.

22. The negotiating committee of AEA and the Town's negotiating committee will use their best efforts to secure approval of this Agreement by their respective constituents, and will assist each other when legally permissible to do so.

23. The Parties may make minor, non-substantive changes to the CBA in a consolidation process after ratification in order to consolidate the CBA, MOU, and this Agreement into one document.

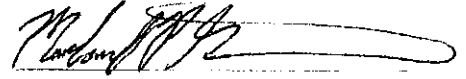
For the Town of Amherst:



Robert P. McCarthy  
Director, Human Resources  
Town of Amherst

Dated: 10/17/25

For the Amherst Employees'  
Association:



Michael Germain  
President  
Amherst Employees' Association

Dated: 10/17/2025

# Attachment

1

**TOWN PROPOSAL NO. 1**  
*Tentatively Accepted*


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**Subject:**        **Term**

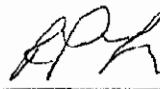
**Article:**       **Preamble/Cover Page**

**Action:**        The Town proposes that the term of this Agreement run from January 1<sup>st</sup>, 2025, through December 31<sup>st</sup>, 2029.

Tentative  
Approval:

  
\_\_\_\_\_

Union

  
\_\_\_\_\_

Town

Date:

9/17/2025

**TOWN PROPOSAL NO. 2**  
*Tentatively Accepted*

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**Subject:** Add in Liability Waiver Language

**Article:** 3 – Checkoff of Union Dues

**Action:** Amend Appendix 3 by adding a new paragraph which reads:

The Union agrees to indemnify and hold the Town harmless for any error, mistake, act, omission, negligence, or recklessness relating to the deduction of dues from an employee's paycheck. The Union shall be solely responsible for ensuring that dues collections are accurate, and that it is receiving the appropriate amount from each of its members.

Tentative  
Approval:

  
Union

  
Town

Date:

9/17/2025

**TOWN PROPOSAL NO. 3**

*The Town tentatively agrees with AEA's Counter Proposal to this Proposal, as indicated below.*


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**Subject:** Remove Year 7 Benefit from Longevity Table

**Article:** 6 – Longevity Pay

**Action:** Amend Article 6 to remove the 7-year salary schedule for all employees hired after the ratification of this agreement.

Tentative  
Approval:

  
Union Town

Date:

9/17/2025

**TOWN PROPOSAL NO. 4**

*The Town has amended this proposal as indicated below.*

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**Subject:**        **Extend Part Time Operator Agreement**

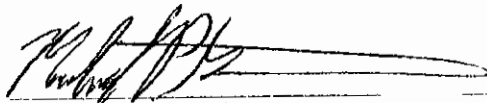
**Article:**        **Create new Article 31, entitled Part Time Operators**

**Action:**        Create an Article 31, which reads as follows:

The Parties have agreed that the Town may use Part Time Operators to work at the Wastewater Treatment plant, subject to the following stipulations:

1. Former Town of Amherst employees ~~who did not separate employment through a Voluntary Separation Incentive will be given preference for~~ are eligible to work as Part-time Operators in line with this Article.
2. All Part-time Operators must meet any applicable 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 2a, 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. The Town affirms that it will offer overtime to all eligible Full Time employees prior to offering any work to a part-time operator. The Town will attempt to call full time operators in line with current practices and procedures, and will notify AEA when it plans to use the part-time operators.~~
10. The Town acknowledges and agrees that the use of part-time employees, as described in this Article, will be recognized as a discernible boundary that will not, in any way, infringe upon AEA's exclusive right to its work.

Tentative  
Approval:



Union



Town

Date:

9/17/2025

**TOWN PROPOSAL NO. 5**  
*Tentatively Agreed to on August 12<sup>th</sup>, 2025.*

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**Subject:**        **Modify Use of Single Vacation Days**

**Article:**        **15, Vacations**

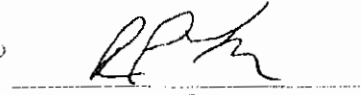
**Action:**        Amend Article 15, Section 2, paragraph 1, second last sentence, as follows:

*RP*  
*Wsd*

If work force levels permit, and subject to Department Head approval, vacations may be taken upon at least forty-eight (48) hours' advance notice given by the employee to his immediate supervisor, in 2, 4, or 8 hour increments with prior approval, ~~once per month once per quarter. For the purpose of this section, a quarter is defined as the period from January 1<sup>st</sup> to March 31<sup>st</sup>, April 1<sup>st</sup> to June 30<sup>th</sup>, July 1<sup>st</sup> through September 30<sup>th</sup>, and October 1<sup>st</sup> through December 31<sup>st</sup>, of any calendar year.~~

Tentative  
Approval:

  
Union

  
Town

Date:

9/17/2025

TOWN PROPOSAL NO. 7

**Subject:** Amend Work Rules Section

**Article:** Work Rules

**Action:** Add an Asterisk at bottom of Work Rules:

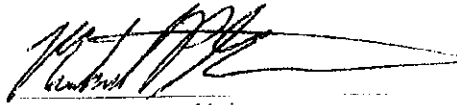
\* The Department Head may deviate from the above outlined work rules and impose a higher disciplinary penalty when there is, in his sole discretion: (1) flagrant, wanton, or repeated violations of the rules over a short period of time, (2) multiple violations of different work rules that show a general disregard for the office, (3) conduct that is detrimental to the Department or Town, or tarnishes the reputation of the Department or Town, (4) criminal conduct, regardless of whether it occurred on or off-duty, or (5) conduct that seriously jeopardizes the safety of others.

Off-duty criminal conduct, as addressed in (4) above, may result in discipline if the criminal charge: (a) involves a crime of moral turpitude, (b) involves a felony, (c) has any impact on the employee's ability to do their job, i.e. they are required to drive a vehicle and the crime involves a vehicle, or (d) is of such a serious, embarrassing, or disturbing nature that it would lead a reasonable person to lose trust in the employee's ability to work for the public on behalf the Town.

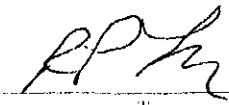
*RP*

In the event the Department Head deviates from the outlined disciplinary penalties, the Department Head will document the rationale in a written notice to the employee and the union, explaining any and all reasons for such deviation. The union may challenge such imposition of the discipline via the grievance procedure. Any assigned hearing officer will determine only if the Department Head's reasoning for the increased discipline is reasonable. The cost of the hearing will be born by the Party that does not prevail.

Tentative  
Approval:



Union



Town

Date:

9/17/25

**TOWN PROPOSAL NO. 11**  
*Tentatively Accepted*

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**Subject:**        **Vacation Amendments**

**Article:**        **15, Vacations**

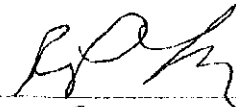
**Action:**        Amend the following sections to read as follows:

5. Reinstatement and Leave of Absence. A leave of absence without pay or a resignation followed by reinstatement within one year shall not constitute an interruption in service, provided, however, that leave without pay for more than six months, or the period between resignation and reinstatement, shall not be counted in determining the eligibility for annual vacation in any calendar year. Any leave of absence without pay for more than a year shall lead to an employee being treated as a new employee upon their return to Town service.

~~8. Vacation pay shall be based on a forty-hour week and at the rate in effect for the week immediately preceding the vacation of any employee. For any employee who has consecutively worked more than forty hours per week for a three month period immediately preceding his vacation, he shall receive compensation for vacation based on his average work week for the three months immediately preceding his vacation. Vacation pay shall be based on a forty-hour week at the rate in effect for the week immediately preceding the vacation of any employee.~~

Tentative  
Approval:

  
Union

  
Town

Date:

9/17/2025

**TOWN PROPOSAL NO. 12**  
*Tentatively Accepted*

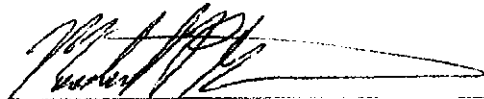
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**Subject:** Contract Cleanup

**Article:** All

**Action:** Consolidate the new terms of the agreement, the May 14<sup>th</sup>, 2020 MOA, and the existing Base Collective Bargaining Agreement into one document.

Tentative  
Approval:

  
Union

  
Town

Date:

9/17/2025

TOWN PROPOSAL NO. 16

Parties tentatively agreed to this proposal on August 12<sup>th</sup>, 2025, with a minor adjustment in (f)(ii) and (g).

**Subject:** Extend the Call-in MOA and make it Department Wide

**Article:** Amend Article 12, Section 8

**Action:** Create Article 12, Section 18 to read as follows:

18. Employees who are "on-call" in line with departmental policies and procedures shall be compensated as follows:

- a. All employees are permitted to volunteer to be placed on the "on-call" list, which shall be updated twice per year, on January 1<sup>st</sup> and June July 1<sup>st</sup> of the calendar year.
  - i. Employees may volunteer to be added on, or removed at either time.
- b. Any AEA employee may request to be placed on the "on-call" list, in line with the following rules:
  - i. Any employee that wants to be on the on-call list must notify <sup>the immediate supervisor</sup> at least two weeks prior to the Town updating the on-call list.
  - ii. The Town will publish the list one week prior to the indicated date of the start of the list. This list will be provided to AEA for their review.
  - iii. The list will become effective on January 1<sup>st</sup> or June 1<sup>st</sup>.
  - iv. The Town will offer on-call time on a rotating basis of seniority.
- c. Call-in procedures will be determined by the Department and provided to all employees on the on-call list.
- d. Compensation for the on-call week is 19 hours plus any call in at standard OT rate with 2 hours of pay per day Monday through Thursday, 3 hours of pay for Friday, and 4 hours of pay per day Saturday and Sunday.
- e. An additional + 2 hours of pay per day is provided to employees that are on-call for holidays designated by the collective bargaining agreement.
- f. The Town may remove a person from the on-call rotation in the event the employee fails to follow the call-in procedures. The employee will be removed for one calendar year, and then may apply for the next on-call list. In the event an on-call employee fails to follow the call-in procedures, including failing to answer the phone, or calling in the wrong employees, the following procedures should apply:
  - i. The first offense is a written reprimand
  - ii. The second offense is a loss of a turn for call in.
  - iii. The third offense is removal from the call in list for a year.
- g. Offenses outlined in (f) re-set after 18 months.

Tentative Approval: [Signature]  
Union

[Signature]  
Town

Date: 9/17/2025

**TOWN PROPOSAL NO. 17**

*Tentatively agreed upon on June 24<sup>th</sup>, 2025, in exchange for the elimination of the Sick Incentive Program.*

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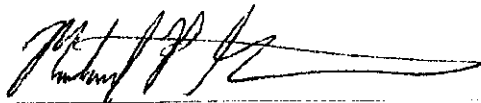
**Subject:**        **Personal Leave**

**Article:**        **17, Leaves of Absence with Pay**

**Action:**        Amend Article 17, Section (4)(a) to read as follows:

- (a) After completion of the probationary period, permanent full-time employees shall be allowed ~~four (4)~~ five (5) personal days each calendar year, noncumulative, providing they meet all eligibility requirements. For employees whose probationary period is completed after January 1 of any year, personal leave entitlement for the balance of the year shall be provided on a proportionate basis, i.e., one day of personal leave for each three full months of service. Any unused personal leave days shall be added at the end of each calendar year to the employee's total number of sick leave credits, but in no event shall the total sick leave credit exceed the maximum allowed under Article 16, Section 3.

Tentative  
Approval:



Union



Town

Date:

9/17/2025

**TOWN PROPOSAL NO. 18**

*The Parties tentatively agreed to this proposal on June 24<sup>th</sup>, 2025.*

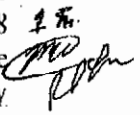
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**Subject:**        **Compensatory Time Changes**

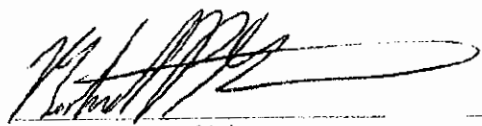
**Article:**        **8, Overtime**

**Action:**        Amend Article 8, Section (3) to read as follows:

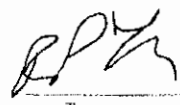
Subject to Department Head approval, employees shall be entitled to compensatory time on the basis of one and one-half hours off for each hour of overtime worked. Whenever possible, the employee will give 24 hours' notice when scheduling compensatory time off, subject to the approval of the Department Head or his designee. Compensatory time may be used in 2-, 4- or 8-hour increments with prior approval. Employees may call in to a supervisor to use one single compensatory day, but not for consecutive days. The Department Head, or his designee, may decline the use of compensatory time when based on staffing requirements and current work load.

*1\**  


Tentative  
Approval:



Union



Town

Date:

9/17/25

**TOWN PROPOSAL NO. 20**

*The Parties tentatively agreed to this proposal on June 24<sup>th</sup>, 2025.*

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**Subject:** Recognition

**Article:** 1 – Recognition

**Action:** Amend Article 1 to read as follows:

The Town of Amherst, Erie County, New York hereby recognizes the Amherst Employees' Association, Inc. as the exclusive bargaining agent for all Town of Amherst Wastewater Treatment Plant employees, Sewer Maintenance employees and Environmental Control employees and those job classifications set forth in Schedule A of the Engineering Department Pay Schedule as attached, except the following: all same or similar titles in Schedule A that are classified or designated as exempt; all elected officials, department heads and/or appointed positions; all seasonal employees; temporary employees; part-time employees; provisional and entry level probationary employees pending permanent appointment; third party sponsored employees; interns and those employees covered by any other bargaining unit.

The Bargaining Unit agrees that it will not interfere with, coerce or intimidate any employee into joining the Bargaining Unit. The Bargaining Unit recognizes that no employee is required to join the Bargaining Unit but that every employee has the right to choose of his own free will as to whether or not he will or will not join the Bargaining Unit.

Tentative  
Approval:

  
Union

  
Town

Date:

9/17/2025

**TOWN PROPOSAL NO. 21**

*The Parties tentatively agreed to this proposal on June 24<sup>th</sup>, 2025, as amended below.*

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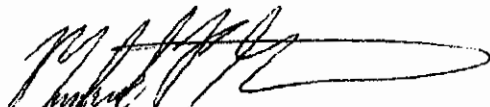
**Subject:** Sludge Hauling

**Article:** Art. 8, Section 7

**Action:** Increase Sludge Hauling Stipend by Amending Art. 8, Section 7, to read as follows:

Non MEO employees shall receive a \$16.00 per day for any day ~~an hourly stipend of \$2.00 per hour for all hours (or partial hours) for which~~ where they are required to haul sludge from the plant. RPM  
Employees who are interested in hauling sludge will be trained to do so by the Town on an as needed basis, and will be eligible for this work upon completion of the training. (initials)

Tentative  
Approval:

  
Union

  
Town

Date:

9/17/2025

# Attachment

2

PROPOSAL #8

SUBJECT: Equipment

Effective in 2025 add \$75 to Safety Shoes and \$50 to prescription Safety glasses.

Withdrawn \_\_\_\_\_

AEA \_\_\_\_\_

Town \_\_\_\_\_

Agreed X

AEA *[Signature]*

Town *[Signature]*

Modifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date 9/17/2025

PROPOSAL #12

SUBJECT: Floating Holiday

Increase to 4 holidays a year from 3.

Withdrawn \_\_\_\_\_

AEA \_\_\_\_\_

Town \_\_\_\_\_

Agreed X \_\_\_\_\_

AEA

*[Handwritten Signature]*

Town

*[Handwritten Signature]*

Modifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date 9/17/2025

PROPOSAL #15

SUBJECT: Accruals

Allow to be used in 1-hour increments

Withdrawn \_\_\_\_\_

AEA \_\_\_\_\_

Town \_\_\_\_\_

Agreed X

AEA [Signature]

Town [Signature]

Modifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date 9/17/2025

PROPOSAL #17

Subject: Personal Days

*Amended*

Add 1 personal day (currently 4) to 5 days in <sup>2026</sup> 2025



Add another a personal day (currently 5) to 6 days in 2028

Withdrawn \_\_\_\_\_

AEA \_\_\_\_\_

Town \_\_\_\_\_

Agreed

AEA 

Town 

Modifications: \_\_\_\_\_

Date 9/17/2025

HOUSEKEEPING - Amended

- 1) Add wording to reflect Contract books will be provided within 90 days of signing.
- 2) Remove "He" or "Him" from contract and replace with "Employee"
- 3) All current MOA's will be added to the Contract.
- 4) Remove "Operators at Plant-16 will be charged for overtime on day worked"

*ppm*  
*(initials)*

Tentatively Agreed to

9/17/2025

*[Signature]*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

# Attachment

3

**\*AMENDED 10/3/25\* TOWN PROPOSAL NO. 13**

---

**Subject:** Amend Individual Titles

**Article:** Appendix A

**Action:** Amend Appendix A to reflect the following:

Job Group	Title
I	Laborer
II	Mason Maintenance Worker
III	MEO Senior Maintenance Worker WWTP Operator Trainees (Newly Hired)
IV	WWTP Operator Trainees (Current -- Grandfathered into this step) Automotive Mechanic Laborer Crew Chief WW Facilities Mechanic HMEO WWTP Operator 2A (New Position)
V	Env Health and Safety Coordinator WWTP Operator A
VI	Senior WW Facilities Mechanic Working Automotive Crew Chief Working Crew Chief
New Job Group - 5.0 % Increase from Step VI	
VII	Supervising WW Facilities Mechanic Senior WWTP Operator A

Employees impacted by this re-allocation will start at a step in their new grade that is at least \$500 more than their pay in their prior position.

Tentative  
Approval:

  
Union

  
Town

**Date:**

10/9/25

# Attachment

4

PROPOSAL #13

SUBJECT: Vacation Time

As follows:

- 1) 3 weeks' vacation after 5 years for employees after June 1 2012 from 7 years.
- 2) 4 weeks' vacation after 10 years for employees after June 1 2012 from 12 years
- 3) 5 weeks' vacation after 15 years for employees after June 1 2012 from 20 years.
- 4) 6 weeks' vacation after 20 years for employees after June 1 2012.

Withdrawn \_\_\_\_\_ AEA \_\_\_\_\_ Town \_\_\_\_\_  
Agreed X AEA [Signature] Town [Signature]

Modifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date 10/2/25

# Attachment

5

**\*AMENDED\* TOWN PROPOSAL NO. 8**

**Subject:** Amend Work Rules Section

**Article:** Work Rules

**Action:** Add a sentence at the end of Work Rule 37 to read as follows:

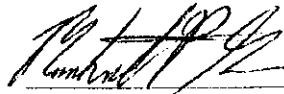
An emergency is defined as any emergency or disaster situation declared by the President of the United States, Governor of the State of New York, the County Executive of Erie County, or the Town Supervisor of the Town of Amherst. Additionally, an emergency situation may be determined by the Town Engineer when there is any situation where failure to address the situation in an immediate fashion may endanger the life, health, or safety of individuals, or may result in damage to public or private property, or may cause potential SPDES permit non-compliance, or in a situation where the Town would be out of compliance with federal, state, or local regulations without such emergency work.

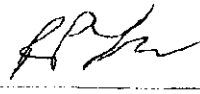
The refusal to work in emergency situations, absent a reasonable excuse, will be disciplined as follows:

<u>First Refusal</u>	<u>Verbal Warning</u>
<u>Second Refusal in 30 days</u>	<u>Written Warning</u>
<u>Third Written Warning</u>	<u>5 Day Suspension</u>
<u>Third 5 Day Suspension</u>	<u>Discharge</u>

Three "no answers" (telephone shall be dialed twice) or "not at home" situations will be considered a refusal.

Tentative  
Approval:

  
Union

  
Town

Date:

10/9/25

# Attachment

6

TOWN PROPOSAL NO. 9

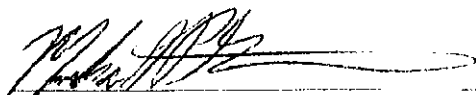
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**Subject:** Amend Work Rules Section

**Article:** Work Rules

**Action:** Move the section title "Note," which is currently located between Work Rules 35 and 36, to now be under Work Rule 37.

Tentative  
Approval:



Union



Town

Date:

10/19/25

# Attachment

7

PROPOSAL #11

SUBJECT: Sick time

Increase time for newer employees (after 6/1/2012) currently at 72 per yr. to 96 hours per yr.  
"1 day per month"

Withdrawn \_\_\_\_\_

AEA \_\_\_\_\_

Town \_\_\_\_\_

Agreed X

AEA [Signature]

Town [Signature]

Modifications:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date 10/9/25

# Attachment

8

## TOWN PROPOSAL NO. 6

---

**Subject:** Adjust Sick Leave Rules

**Article:** 16, Sick Leave

**Action:** Amend Article 16, paragraph 3, to read as follows:

Sick Leave Credits. A credit for sick leave under this Article shall be allowed at the rate of one and one-quarter working days per month of service commencing as of the date of employment. Employees hired after December 31, 2002 shall be entitled to sick leave credit at the rate of one working day per month of service. Such leave as is not used shall accumulate, but not to exceed 300 days.

Employees hired after June 1, 2012 shall receive six (6) sick days after completing six (6) months of service. Sick days may be used as set forth in the current contract. After completion of one year of service, and through the completion of five (5) years of service, new employees receive one sick day per month until they reach a total of nine (9) total sick days per year. Following completion of five (5) years of service, new employees with a minimum total of at least 35 unused sick leave days accrued as of 12/31 of the year shall earn one additional sick day for the following year and for each year in which they have a minimum total of at least 35 unused sick leave days accrued on 12/31. Following ten (10) years of service, new employees with a minimum of at least 35 used sick leave days accrued as of 12/31 shall earn two additional regular sick days for the following year and for each year in which they maintain at least 35 unused sick days as of 12/31.

~~A physician's certificate as to illness or injury may be required for three continuous days of absence. Employees, whose records indicate a possible abuse of sick leave provisions of the agreement, may be required by the Department Head to submit medical certification of illness of any duration. The failure to provide such documentation, or the proven abuse of sick leave, shall result in disciplinary action and/or loss of pay. Whenever medical documentation is required, it must be submitted the next work day prior to the employee punching in.~~

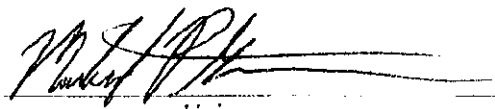
~~This requirement will not be invoked without the Department Head first advising the employee of his/her questionable sick leave record and giving him/her an opportunity to improve. If there is no improvement, the employee will be warned in writing by the Department Head and all future sick leave must be supported by medical certificates, and failure to improve or to provide a certificate shall result in disciplinary action and/or loss of pay. This requirement will be periodically reviewed with the employee, at least once in each ninety (90) day period and a determination will be made if this requirement is to continue.~~

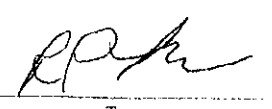
Prior to returning to work following three (3) or more continuous days of sick leave, employees shall be required to provide a physician's certificate to the Director of Human Resources. However, medical documentation for absences "of any duration" of fewer than three (3) days may be required at the discretion of the Director of Human Resources if sick leave misuse or abuse is suspected. The Director of Human Resources will in turn notify the Department Head that the employee has complied with contractual obligations. In the event an employee is required to undergo a physical examination by a Town Doctor at the discretion of the Director of Human Resources before returning to work, the employee shall visit the Town Doctor and receive medical clearance prior to returning to work.

Both parties to this Agreement believe that paid sick leave is an important benefit for employees and that any abuse of sick leave is detrimental both to the Town and AEA members. While recognizing that only a small fraction of employees may abuse sick leave, the parties agree that no abuse of sick leave

should be tolerated or condoned. Situations which suggest abuse may include any absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods, or any excessive use of sick leave. In addition, use of sick leave for purposes other than those defined in Section 2 of this Article will be considered evidence of sick leave abuse. Department Heads and/or supervisors are expected to monitor employee usage of sick leave. When sick leave abuse is suspected based on reasonable grounds, the employee will be notified of such suspicions, and will be given specific reasons for the supervisor's suspicion and may be required to provide a written medical certificate for any sick leave absence. If suspected abuse of sick leave continues, the employee will be subject to the progressive disciplinary process. The Town will never discriminate or retaliate against any employee for the legitimate, authorized use of sick leave.

Tentative  
Approval:

  
Union

  
Town

Date:

10/9/25

# Attachment

9

## MEMORANDUM OF AGREEMENT

The Town of Amherst (hereinafter the "Town") and the Amherst Employees Association, Inc. (hereinafter the "A.E.A.") agree to compensate recently promoted A.E.A. members referenced as follows:

1. Todd Maciejewski shall be compensated supplemental pay of 1 hour per day for the additional compliance and reporting duties performed, and supplemental pay of 2 hours per week to compensate for the loss of out of class pay.
2. Any future Operator promoted to Senior Operator or current Senior Operator shall be compensated supplemental pay of 2 hours per week to compensate for the loss of out of class pay, when working in an "acting" chief capacity.
3. The above practice will be recognized and continued for the above referenced employees as long as they work out of title as an acting chief and/or assist with the preparation of compliance and operational paperwork and shall expire on December 31, 2025, or at the time when the parties negotiate a new collective bargaining agreement, whichever occurs earlier.
4. The circumstances involving this Agreement are unique, and therefore, this Agreement shall have no binding or precedential effect on any future matters.

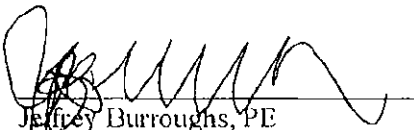
Dated: 12/23/24



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



Charles Castellana  
President  
A.E.A., Inc.



Jeffrey Burroughs, PE  
Town Engineer  
Town of Amherst

# Attachment

10

## MEMORANDUM OF AGREEMENT

Effective January 1<sup>st</sup>, 2027, the Town of Amherst (hereinafter the "Town") and the Amherst Employees Association, Inc. (hereinafter the "A.E.A") agree to compensate certain A.E.A. members referenced as follows:

1. The Senior Operator with the most time served in the Senior Operator title shall be compensated supplemental pay of 1/2 hour per day at their regular rate of pay for the additional compliance and reporting duties, as assigned by management, performed on days they actually work. Additionally, the most Senior Operator with the most time served in the Senior Operator title, will receive supplemental pay of 1 hour per week at their regular rate of pay to compensate them for the loss of out of class pay. This will be paid on any week where the employee works one or more shift.
2. Any future Senior Operator or current Senior Operator shall be compensated supplemental pay of 1 hour per week to compensate for the loss of out of class pay, when working in an "acting" chief capacity.
3. In the absence of the most Senior Operator as outlined above in paragraph 1, the next most Senior Operator shall be compensated supplemental pay of 1/2 hour per day when performing the additional compliance and reporting duties as assigned by management.
4. In the absence of a Senior Operator, any Operator, when performing the additional compliance and reporting duties as assigned by management, shall be compensated supplemental pay of 1/2 hour per day at the rate of a Senior Operator at the salary step equal to the salary step they receive as an Operator.

# Attachment B

## Garlick, Zachary

---

**From:** Michael Germain <mpgermain21@gmail.com>  
**Sent:** Tuesday, October 21, 2025 4:06 PM  
**To:** McCarthy, Robert  
**Cc:** Garlick, Zachary; Maciejewski, Todd  
**Subject:** AEA contact vote

**CAUTION: This email originated from outside of the organization.**  
**Please do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good afternoon Bob,

The Amherst engineering association (AEA) held a vote today on the contract between the town of Amherst and the Amherst engineering association (AEA).

Both Plant- 16 and Sewer maintenance employees had the ability to vote. 41 yes and 5 no. Vice president Todd Maciejewski and myself counted all the votes. We are officially ratifying the AEA vote.

We look forward to the Town of Amherst also ratifying this contract. Thank you to you Bob and your teams hard work and negotiating in good faith.

Thank you!

Mike Germain, President  
Amherst engineering association (AEA)

# Attachment C



**Amherst Town Board**  
5583 Main Street  
Williamsville, NY 14221  
www.amherst.ny.us

Francina J. Spoth  
Town Clerk

Meeting: 10/27/25 07:00 PM  
Department: Human Resources  
Initiated by: **Robert McCarthy**  
Co-Sponsored by:

DOC ID: 31059

**RESOLUTION 2025-919**

**ADOPTED**

**Amherst Employees' Association, Inc. - Collective Bargaining Agreement 2025-2029**

Please adopt a Resolution authorizing the Supervisor to sign the Collective Bargaining Agreement between the Town of Amherst and the Amherst Employees' Association, Inc., for years 2025 through 2029.

The Amherst Employees' Association, Inc., has ratified this settlement.

**10/27/2025**

Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

**FINANCIAL IMPACT:**

TBD

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Brian J. Kulpa, Supervisor
<b>SECONDER:</b>	Jacqueline Berger, Councilmember
<b>AYES:</b>	Kulpa, Lavin, Berger, Szukala, Marinucci