



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 Central Fire Alarm Office Association, Dated December 18th, 2025

The Town of Amherst (hereinafter "Town"), a municipal corporation within the meaning of New York State Law, and the Central Fire Alarm Office Association., (hereinafter "CFAOA" 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 31st, 2024. The Parties, after several months of negotiation, have come to this Agreement for a Successor Collective Bargaining Agreement.

WHEREAS; the Town and CFAOA are parties to a CBA that expired on December 31st, 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 tentative agreement on September 5th, 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 CFAOA and the Town Board;

WHEREAS; CFAOA ratified the tentative agreement on September 18th, 2025, as confirmed via email, attached as **Attachment 1**;

WHEREARE; the Town Board authorized the Supervisor to sign an MOA on the terms of the tentative agreement on September 30th, 2025, as confirmed by Board Resolution 2025-836, attached as **Attachment 2**;

Now, therefore, be it resolved that:

1. The Parties agree to the following tentatively agreed upon proposals, attached hereto as "**Attachment 3**," which includes Town Proposals 1, 2, 4, 5, 6, 7-A, 8, 9, 10, 11, and 12. These proposals were previously agreed to on September 5th, 2025.
2. In reference to Proposal 7-A, as previously discussed in detail by the parties, the following language should be added to the collective bargaining agreement:
 - a. After July 1st, 2027, but prior to August 1st, 2027, either Party may demand, in writing, that the 12-hour shift schedule be eliminated from the collective bargaining agreement and that CFAOA employees should revert back to their prior schedules, or a new schedule as agreed upon by the Parties. The Parties agree to meet to discuss this issue within 14 days of such written demand to cease the 12-hour shift schedule to work out any issues related to a change in schedule. If the Parties are unable to come to an

BR

agreement on how to proceed by August 15th of 2027, the 12-hour shift schedule will end effective January 1st, 2028.

- b. The above-mentioned procedure will also occur in the same manner in year 2028 in the event a Party desires to revert to their old schedule.
 - c. In the event either Party triggers the 12-hour shift schedule to end, effective the same day as the effective elimination of the 12-hour shift schedule, CFAOA members will receive a raise equal to the average raise provided to its members due to the 12-hour shift schedule (i.e. the approximate value of the overtime generated by the new schedule). In no case will these be more than a 10% salary raise.
3. The Parties also agree to the attached document, "Town Responses to the Remaining Proposals," attached as **Attachment 4**, which outlines the remaining agreed upon proposals, subject to the modifications outlined in writing.
 4. This is the full agreement between the parties. Any other discussion or proposal not addressed in this agreement is hereby withdrawn.
 5. 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.
 6. 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.
 7. The negotiating committee of CFAOA 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.
 8. 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.

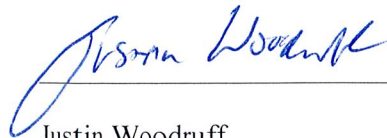
For the Town of Amherst:

For the Central Fire Alarm Office
Association:



Brian J. Kulpa
Supervisor
Town of Amherst

Dated: 12/10/25



Justin Woodruff
President

Dated: 12/18/2025

Attachment 1

Garlick, Zachary

From: Woodruff, Justin
Sent: Thursday, September 18, 2025 10:11 AM
To: McCarthy, Robert
Cc: Garlick, Zachary; Oliver, Timothy S.; jasonbialkowski@gmail.com
Subject: Re: CBA MOA

Good morning Bob,

This morning at a special meeting of the CFAOA, the members voted to approve all of the proposals as written and previously agreed upon between our union and the Town. Please have this matter added to the agenda for the upcoming meeting of the Town Board for their final approval as well.

If there are any concerns or updates please feel free to contact me anytime. Thank you for all of your efforts throughout this process, it was a pleasure working with you and I look forward to our continued working relationship.

Justin Woodruff
Public Safety Dispatcher, Amherst Central Fire Alarm
President, CFAOA

jwoodruff@amherst.ny.us
(315) 447-3969

From: McCarthy, Robert
Sent: Friday, September 5, 2025 1:19:04 PM
To: Woodruff, Justin; Oliver, Timothy S.
Cc: Garlick, Zachary
Subject: CBA MOA

Please see attached.

Robert P. McCarthy, Esq.



TOWN OF AMHERST
Director of Human Resources
5583 Main Street
Williamsville, NY 14221
(716) 631-7025
www.amherst.ny.us

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Attachment 2



Amherst Town Board

Regular Meeting of the Town Board

5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Minutes

Francina J. Spoth
Town Clerk

Tuesday, September 30, 2025

7:00 PM

Amherst Municipal Building

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on September 30, 2025 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqueline Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Absent	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Steven B. Bengart	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	

V. MINUTES APPROVAL

1. Monday, September 15, 2025

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqueline Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala
ABSENT:	Marinucci

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Supporting Fire Prevention Week – October 5 – 11, 2025

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

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

7. Resolution 2025-836

CFAOA 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 Central Fire Alarm Association (CFAOA) for years 2025 through 2029.

CFAOA has ratified this settlement.

9/30/2025

Consent

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

O. **INFORMATION TECHNOLOGY:**

P. **PLANNING:**

1. Resolution 2025-837

Amherst Veterans Memorial Engraving CRS #5812

To authorize the Supervisor to Execute an Agreement with Leon Komm & Son for the Engraving of Veterans Names on the Amherst Veterans Memorial.

WHEREAS, the Amherst Town Board established the Town of Amherst Veterans Memorial in 2011, and

WHEREAS, Town Board Resolution #2021-458, approved on May 17, 2021, executed an agreement with Leon Komm and Son for engraving services that expires on December 31, 2025, and



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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 30927

RESOLUTION 2025-836

ADOPTED

CFAOA 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 Central Fire Alarm Association (CFAOA) for years 2025 through 2029.

CFAOA has ratified this settlement.

9/30/2025

Consent

FINANCIAL IMPACT:

TBD

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

Attachment 3

TOWN PROPOSAL NO. 1

Subject: Term

Article: Preamble/Cover Page

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

OK

Tentative
Approval:



Union



Town

Date:

9/5/2025

TOWN PROPOSAL NO. 2

Subject: Time Clock

Article: 2 – Management Rights

Action: Amend Article 2 and create a new paragraph C, which will read as follows:

The Town shall have the right to implement a new electronic time-keeping system that must be utilized by Union employees. This system will be used when employees clock in at the beginning of the day and clock out at the end of the day.

OK

Tentative
Approval:



Union



Town

Date:

9/15/2015

TOWN PROPOSAL NO. 4

Subject: Vacation Buy-back

Article: Rule V, Vacation

Action: Amend Rule 5, Section 9, to read as follows:

9. Employees with earned vacation may elect to receive the cash equivalent of up to five (5) vacation days in lieu of taking such time off. In order to exercise this option, employees must provide written notice to the Department Head and Town Comptroller of their intention to receive such payment no later than ~~September 1st~~ August 1st of the year in which the vacation would normally be taken. Payment will be made by February 15th of the following year. The Town reserves the right to allow additional vacation days to be purchased solely at the discretion of the Town.

OK — ALSO PERTAINS TO SICK LEAVE (D) BK

Tentative Approval:



Union



Town

Date:

9/5/2025

TOWN PROPOSAL NO. 5

Subject: Adjust Sick Leave Rules

Article: Rule VI, Sick Leave

Action: Amend Rule VI, to create a paragraph 15, to read as follows:

15. Sick Leave Use.

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 Union 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.

OK

Tentative
Approval:


_____ Union


_____ Town

Date:

9/5/2025

TOWN PROPOSAL NO. 6

Subject: Contract Cleanup

Article: All

Action: Amend entire CBA to integrate relevant work rules into the body of the CBA.

OK

Tentative
Approval:



Union



Town

Date:

9/15/2025

TOWN PROPOSAL 7 - A
Ref. to UNION PROPOSALS 1 AND 12

Subject: Compensation and Schedule

Article: Multiple

Action: CBA to permit the following schedule and salary increases.

The Town proposes an update to Article 6, Section 1 through Section 5, to reflect the following annual raises:

January 1st, 2025 – 0%
January 1st, 2026 – 1%
January 1st, 2027 – 0%
January 1st, 2028 – 1.0%
January 1st, 2029 – 2.0%

The Town further proposes that, beginning on January 1st, 2027, that CFAOA members are permitted to work a schedule, consisting of the following:

Week 1: 12 hour shift, 12 hour shift, 12 hour shift
Week 2: 12 hour shift, 12 hour shift, 12 hour shift, 12 hour shift

Employees will not be entitled to overtime unless they actually work over 40 hours in a week.

All accrued time can be used in the following time blocks, in line with current CBA requirements and procedures: 12 hour, 6 hour, or 4 hour blocks.

OK

Tentative
Approval:



Union



Town

Date:

9/15/2025

TOWN PROPOSAL 9
Ref. to UNION PROPOSAL 3

Subject: EMD Stipend

Article: Article 6, Section 12

Action: Amend the CBA to increase the EMD stipend.

The Town counter proposes the following change to the EMD Stipend for CFAOA Members:

1. Remains \$1000 in 2025 and 2026.
2. Increases to \$1100 in 2027, and remains \$1100 in 2028.
3. ~~Increases~~ to \$1200 in 2029.

REMAINS

OK  *BU*

Tentative
Approval:


_____ Union

BK
_____ Town

Date:

9/15/2025

TOWN PROPOSAL 10
Ref. to UNION PROPOSAL 4

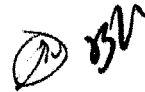
Subject: ~~EMD~~ Stipend
EFD 

Article: Article 6, Section 12

Action: Amend the CBA to increase the EFD stipend.


The Town counter proposes the following change to the EFD Stipend for CFAOA Members:

1. Remains \$1000 in 2025 and 2026.
2. Increases to \$1100 in 2027, and remains \$1100 in 2028.
3. ~~Increases to~~ \$1200 in 2029.
REMAINS

OK 

Tentative
Approval:


_____ Union


_____ Town

Date:

9/15/2025

TOWN PROPOSAL 11
Ref. to UNION PROPOSAL 5

Subject: ~~EMD Stipend~~ *LONGEVITY* *RP BK*

Article: Article 8

Action: Amend the CBA to increase the longevity payment.

The Town counter proposes the following change to longevity for CFAOA Members:

- \$50* *RP BK*
1. Add \$25 per step per year to the longevity schedule, for the length of this agreement, beginning in calendar year 2026.
 2. Add a 5 year longevity payment of \$750 for employees that achieve five years of service, beginning in calendar year 2026.

Tentative
Approval:


_____ Union


_____ Town

Date:

9/15/2025

TOWN PROPOSAL 12
Ref. to UNION PROPOSAL 10

Subject: Senior Dispatcher Stipend

Article: Schedule A, Rule XIII

Action: Amend the CBA to increase the longevity payment.

The Town counter proposes the following change to the senior dispatcher on duty stipend for CFAOA Members:

1. The stipend will remain the same in 2025 and 2026.
2. Increase the stipend to \$1000 in 2027 and 2028.
3. Increase the stipend to \$1250 in 2029.

OK

Tentative
Approval:


_____ Union


_____ Town

Date:

9/15/2025

Attachment 4

Town Responses to the Remaining Proposals

1. CFAOA Proposal 6; the Town rejects this proposal. *RESIDENCY ENDS AFTER 10 WAIVERS FOR COVERAGE AREA*
2. CFAOA Proposal 7; CFAOA withdrew this proposal. *W/D*
3. CFAOA Proposal 8; the Town rejects this proposal. *1 day per month*
4. CFAOA Proposal 9 the Town accepts this proposal, that every CFAOA member will be entitled to 6 personal leave days, and that Rule VII (5), related to shift relief days, is to be deleted in its entirety and marked as [RESERVED]. *OK*
5. CFAOA Proposal 11; CFAOA withdrew this proposal. *W/D*
6. CFAOA Proposal 13; the Town tentatively accepts this proposal. *OK*
7. CFAOA Proposal 14; the Town rejects this proposal. *\$3 pm hour - STRICT TIMEKEEPING*
8. CFAOA Proposal 15; the Town rejects this proposal. *W/D*
9. CFAOA Proposal 16; the Town rejects this proposal. *W/D*
10. CFAOA Proposal 17; the Town rejects this proposal. *1/2 15 MINUTES OK*
11. CFAOA Proposal 18; the Town rejects this proposal as it is covered by Civil Service Law. *W/D*
12. CFAOA Proposal 19; the Town rejects this proposal. *OK FOR 2026 & 2028*

(10)

9/15/2025

Bb

Central Fire Alarm Office Association

Town of Amherst

500 John James Audubon Parkway

Amherst, NY 14228

CFAOA Proposal #19 – PRIORITY LEVEL 2

Subject: Retirement Incentive

Article: 13 / Section 6

~~The Association requests a change in the wording to read "The Town of Amherst will offer a minimum of one voluntary separation incentive....." With no other changes to the wording.~~

Updated wording:

The Association requests the changes below that are in Red Font and Underlined

Section 6. The Town of Amherst shall have the right to offer a voluntary separation incentive with flexible parameters and a minimum of 2 years of continuing health insurance option to CFAOA during the calendar years 2025 and 2027 with ample prior notice. The package offered in a voluntary separation incentive (VSI) shall be consistent for all targeted employees and not vary from any contractual benefits if any are involved, and shall be finalized each offering year by an MOA between the parties. CFAOA reserves the right to request in writing to the Town of Amherst for a VSI in years 2026, 2028 and 2029. All employees shall have a CFAOA union representative present during any proposal. An employee shall have a minimum of 10 days to render a decision on any separation incentive offer.

Currently we do have a member that is possibly looking into retiring by the end of 2025 or at the beginning of 2026

Tentative
Approval:

Union

Town

Date: _____

Central Fire Alarm Office Association

Town of Amherst

500 John James Audubon Parkway

Amherst, NY 14228

CFAOA Proposal #6 – PRIORITY LEVEL 2

Subject: Residency Clause

Article: Schedule A / Rule XII

~~The Association requests the residency clause change to be granted to all employees of the association at the time of appointment with the center of the 20-mile radius being the office located at 500 John James Audubon Parkway~~

Updated Proposal: The current contract states after 20 years of continuous service. We would propose that it be changed to after 5 years

After five (5) years of continuous full-time service with the Town, employees may move their domiciles outside of the limits of the Town of Amherst. The distance of the new residence may not exceed a 30-mile radius (excluding Canada) of the Central Fire Alarm Office located at 500 John James Audubon Parkway, Amherst, NY 14228

Tentative
Approval: _____
Union

Town

Date: _____

Central Fire Alarm Office Association

Town of Amherst

500 John James Audubon Parkway

Amherst, NY 14228

CFAOA Proposal #9 – PRIORITY LEVEL 3

Subject: Personal Leave

Article: Schedule A / Rule VII (4)

The Association requests that all employees hired after December 31, 2013 be granted 6 personal leave days to be at par with employees hired prior to December 31, 2013. If the 6 Personal Days are accepted then the 2 Shift Relief days be eliminated from the contract.

This change will bring all CFAOA Members up to the same number of Personal Leave days

Tentative
Approval: _____
Union

Town

Date: _____

Central Fire Alarm Office Association

Town of Amherst

500 John James Audubon Parkway

Amherst, NY 14228

CFAOA Proposal #8 – PRIORITY LEVEL 3

Subject: Sick Leave

Article: Schedule A / Rule VI

The Association requests the deletion of the following language and all employees hired after December 31, 2002 receive 1 Day per month of service and are eligible for the sick leave buy back incentive after accruing more than 800 hours of sick leave

This change will bring all CFAOA Members up to the same Sick Leave rate and is in line with what was agreed to between CSEA and the Town of Amherst in 2024

~~Employees hired after December 31, 2011:~~

~~After six (6) months of continuous service; Six (6) working days~~

~~After completion of one (1) year of service; one (1) working day per month of service with a maximum of nine (9) days per year~~

~~After completion of five (5) years of service and an accumulation of thirty-five (35) unused sick days; one (1) additional day for a maximum of 10 days per year.~~

Also delete the following language

~~Employees hired after to December 31, 2011; Each calendar year, employees who have accumulated five hundred (500) sick leave hours may redeem up to eighty-eight (88) regular sick leave hours, provided a minimum of five hundred (500) sick leave hours are maintained. Payment shall be at the employee's regular rate of pay. Any employee electing to exercise this option must inform the Town of the intention to do so no later than September 1st of the calendar year. Once the employee has notified of his or her intention to sell back this time the number of hours redeemable may not be increased. However, if the employee elects to redeem less time, the request shall be granted. Payment will then be made by the Town by April 1st of the following calendar year. Employees shall also have the option of applying up to eighty-eight (88) sick leave hours on a pre-tax basis toward either 100% or 50% (at the employees option) of the premium payment for continued health coverage upon retirement in lieu of the lump sum sell back.~~

Tentative

Approval: _____
Union

Town

Date: _____

Central Fire Alarm Office Association

Town of Amherst

500 John James Audubon Parkway

Amherst, NY 14228

CFAOA Proposal #17 – PRIORITY LEVEL 4

Subject: Briefing Time

Article: Article 6 Section 9

The Association requests this section changed to read "All employees are required to attend customary briefing sessions prior to the beginning of their assigned shift of fifteen (15) minutes. As Compensation for the foregoing, employees shall be paid an additional two and one-half (2-1/2) hours pay per week at straight time rates. This payment shall be limited to days actually worked and authorized paid leave"

- This mirrors the requirements the Amherst PBA has outlined in their contract as they are required to attend briefing sessions as well.

Tentative
Approval: _____
Union

_____ Town

Date: _____

Central Fire Alarm Office Association

Town of Amherst

500 John James Audubon Parkway

Amherst, NY 14228

CFAOA Proposal #14 – PRIORITY LEVEL 4

Subject: Trainer Pay

Article: Article 6 New Addition

The Association requests a new section be added to this article "Section 14. Trainer pay" that reads "Any Dispatcher designated to train a new hire (trainer) shall be paid an additional three (3) hours of straight pay for each shift spent actively training. Trainers shall be determined by the Supervising Fire Dispatcher and required to meet the criteria they have established. New Hires Shall be assigned a trainer based on seniority, trainers can be rotated or changed as deemed necessary by the Supervising Fire Dispatcher. Any dispatcher requested to be a trainer can decline unless the need arises where it is deemed absolutely necessary."

Tentative
Approval: _____
Union

_____ Town

Date: _____

Central Fire Alarm Office Association

Town of Amherst

500 John James Audubon Parkway

Amherst, NY 14228

CFAOA Proposal #13

Subject: Vacation

Article: Schedule A / Rule V

The Association requests the addition of 6 weeks of vacation for all employees after 20 years of service

TENTATIVELY AGREED BY BOTH PARTIES

Tentative
Approval: _____
Union

_____ Town

Date: _____