

# LABOR CONTRACT

## TOWN OF AMHERST & CENTRAL FIRE ALARM OFFICE ASSOCIATION



*JULY 1, 2020 – DECEMBER 31, 2024*

**LEGISLATIVE REVIEW**

IT IS AGREED BY AND BETWEEN THE PARTIES 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.

**PREAMBLE**

THIS AGREEMENT entered into by and between the TOWN OF AMHERST, COUNTY OF ERIE, STATE OF NEW YORK and the CENTRAL FIRE ALARM OFFICE ASSOCIATION for the purpose of establishing for those employees covered by this Agreement equitable and uniform wage rates and working conditions compatible with joint responsibilities of the Town and its employees to serve the public. It shall be the further purpose of this Agreement of the parties to promote the highest degree of efficiency in the conduct of the Town's services.

**WITNESSETH:**

It is mutually agreed and understood that this Agreement is made and executed pursuant to the Public Employees Fair Employment Act, Article 14 of the Civil Service Law of the State of New York, as now is in effect and as may hereafter be amended from time to time, and also pursuant to the provisions of the Local Laws of the Town of Amherst.

For the purpose of this Agreement, the parties shall be hereinafter referred to as follows:

- (a) Town of Amherst, "Town".
- (b) Central Fire Alarm Office Association, "C.F.A.O.A."

## **ARTICLE 1**

### **RECOGNITION**

The Town of Amherst, Erie County, New York, hereby recognizes the Central Fire Alarm Office Association as the exclusive bargaining agent for all employees in the Central Fire Alarm Office. The C.F.A.O.A. agrees that it will not interfere with, coerce or intimidate any employee into joining the C.F.A.O.A. The C.F.A.O.A. recognizes that no employee is required to join the C.F.A.O.A. 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 C.F.A.O.A.

## **ARTICLE 2**

### **MANAGEMENT**

Without limitations upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Town Board and Department Heads shall have the unquestioned right to exercise all normally accepted management prerogatives, subject to the grievance procedure hereinafter provided, including:

- A. Subject to the provisions of the Civil Service Law of the State of New York and such rules as the personnel officer of the County of Erie may adopt and make applicable to the Town, to appoint such employees as it may require for the performance of its duties, fix and determine their qualifications, duties, job titles and compensation, to suspend, discharge, discipline, promote, demote

or transfer or release employees because of lack of work or for other proper and legitimate reasons.

- B. The right to fix operating and personnel schedules, determine work loads, arrange transfers, order new work assignments, and issue any other order or directive intended to carry out the managerial responsibilities and duties imposed upon the Town officials by law.

### **ARTICLE 3**

#### **CHECK OFF OF ASSOCIATION DUES**

The Town shall deduct dues from the paycheck of employees who are members of the C.F.A.O.A. upon proper authorization for such deduction by each employee, a sum certified by the Secretary and/or Treasurer of the C.F.A.O.A. These payments are to be forwarded to said Secretary and/or Treasurer on a quarterly basis, the dues so deducted from the employee's wages until said authorization is withdrawn in writing by said employee.

### **ARTICLE 4**

#### **PERSONNEL RULES**

The Personnel Rules shall be as set forth on Schedule A attached hereto and made a part of this Agreement so far as the same are not inconsistent with State, County or Local Laws or departmental working rules as adopted and modified from time to time.

## **ARTICLE 5**

### **WORKING CONDITIONS**

Section 1. The Town shall notify the C.F.A.O.A. at least thirty (30) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the town has no control.

Section 2. Schedules of work assignments shall be posted approximately thirty (30) days in advance, but will be subject to change or amendment in the event of emergency, disaster or illness.

**ARTICLE 6**  
**COMPENSATION**

Employees hired prior to December 31, 2011

Section 1. Effective July 1, 2020, the Town will pay compensation in accordance with Schedule B attached hereto, which amounts to a two (2%) wage increase computed on the base pay in effect on January 1, 2020.

Section 2. Effective January 1, 2021, all employees hired after December 31, 2011, will move to Schedule B and the Town will pay compensation in accordance with Schedule B attached hereto, which amounts to a one percent (1%) wage increase computed on the base pay in effect on December 31, 2020. Effective July 1, 2021 the Town will pay compensation in accordance with Schedule B attached hereto, which amounts to a one percent (1%) wage increase computed on the base pay in effect on June 30, 2021

Section 3. Effective January 1, 2022, the Town will pay compensation in accordance with Schedule B attached hereto, which amounts to a two percent (2%) wage increase computed on the base pay in effect on December 31, 2021.

Section 4. Effective January 1, 2023, the Town will pay compensation in accordance with Schedule B attached hereto, which amounts to a two percent (2%) wage increase computed on the base pay in effect on December 31, 2022.



Section 5. Effective January 1, 2024, the Town will pay compensation in accordance with Schedule B attached hereto, which amounts to a two and one half percent (2.5%) wage increase computed on the base pay in effect on December 31, 2023.

Section 6. Any and all financial benefits gained in this agreement (retroactive pay, stipends, etc.) shall be fully retroactive to include any employee who left employment with the Town of Amherst prior to this agreement.

Employees Hired After December 31, 2011

Section 7. Effective at contract signing, the Town will pay compensation in accordance with Schedule C attached hereto. Effective January 1, 2021, Schedule C will terminate and all employees hired after December 31, 2011 will be move to the appropriate step on Schedule B attached hereto.

Section 8. The compensation paid hereunder shall be based upon a minimum time of forty (40) hours per week.

Section 9. All employees shall be paid an additional fifteen (15) minutes per day at straight time to compensate for the time spent on briefings and inspections. This payment shall be limited to days actually worked and for authorized paid leaves.

Section 10. The hourly compensation of part-time fire dispatchers shall be at such rate as shall be established by the Town from time to time; provided, however, that part-time fire dispatchers shall not be compensated at hourly rates in excess of 97% of the hourly rate paid full-time dispatchers.

Section 11. Shift Differential. In addition to the established wage rates, effective January 1, 2021, all employees working the afternoon and night shift shall be reimbursed an additional \$1.00 per hour. Effective January 1, 2022, all employees working the day shift on Saturday or Sunday, any afternoon shift, and any night shift shall be reimbursed an additional \$1.25 per hour. Shift premiums will be applicable only for hours worked and will not be paid for any paid time off. Employees whose schedule is the day shift and who work overtime for less than four (4) hours shall not receive shift differential for those overtime hours worked.

Section 12. Emergency Medical Dispatch (EMD) Certification. All employees are responsible for maintaining current EMD certification on an ongoing and continuous basis by performing and completing all required training, testing and other requisite procedures. All employees shall receive a yearly stipend of \$1,000.00 paid quarterly at \$250.00 per quarter.

Section 13. Emergency Fire Dispatch (EFD) Certification. All employees are responsible for maintaining current EFD certification on an ongoing and continuous basis by performing and completing all required training, testing and other requisite procedures. Effective January 1, 2022 employees shall receive a yearly stipend of \$500.00 paid quarterly at \$125 per quarter. Effective January 1, 2023 employees shall receive a yearly stipend of \$750.00 paid quarterly at \$187.50 per quarter. Effective January 1, 2024 employees shall receive a yearly stipend of \$100.00 paid quarterly at \$250.00 per quarter.

## ARTICLE 7

### OVERTIME

Section 1. Effective January 1, 1976, all work actually performed over forty (40) hours in any one calendar week (Sunday, 12:01 a.m. to Saturday, midnight) shall be considered as overtime and paid for at the overtime rate of time and one-half. A weekly or bi-weekly paid employee's regular hourly rate shall be considered to be one-fortieth (1/40) of his regular weekly rate. When a weekly or bi-weekly paid employee works in any calendar week in excess of forty (40) hours, he shall be paid one and one-half times his regular hourly rate for such excess hours.

Section 2. Overtime will be paid only for hours actually worked in excess of forty (40) hours per calendar week. Paid absences for holidays provided for in Rule IV of the Personnel Rules, paid absences for vacation provided for in Rule V of the Personnel Rules, and paid absences for personal leave as provided for in Rule VII of the Personnel Rules, paid absences for jury duty as provided for in Rule VII of the Personnel Rules and paid absences for bereavement leave provided for in Rule VII of the Personnel Rules shall be considered as time worked for the purpose of computing overtime. Thanksgiving and Christmas holidays, when carried into the next calendar year, shall be considered as time worked for the purpose of computing overtime. Absences from work for any reason, regardless of whether such absences are otherwise compensated or paid for, including, without limitation, absences for sick leave, meal breaks

taken off the premises, and time spent on standby shall not be considered as time worked. Time spent on clean-up and rest periods in conformity with Rule III of the Personnel Rules shall be considered time worked. Employees called in to work for emergency or other work which entitles them to a minimum of four (4) hours pay shall have only the time actually worked counted for overtime purposes.

Section 3. Overtime will be paid at the employee's regular hourly rate on a straight-time basis for all work performed in excess of eight (8) hours in any one day.

Section 4. Overtime shall be distributed and rotated as equally as practical among full-time employees within the department. Overtime shall be offered to full-time employees before part-time employees except during emergency situations.

Section 5. 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.

Section 6. Christmas Day shall be designated as a Super Holiday, and any employees scheduled and actually working that day shall be compensated at the rate of double time.

**ARTICLE 8**  
**LONGEVITY PAY**

All employees who have been engaged in full-time and continuous employment with the Town for the years indicated shall receive longevity pay on their anniversary date in accordance with the following schedule. For the purposes of this Article: (i) part-time employment shall not be counted toward years of service; and (ii) where employment with the Town is interrupted for a period longer than a year for any reason except military leave and leaves of absence for which the employee is paid, the accumulation of longevity entitlement shall terminate upon the date of the interruption and shall begin anew upon the employee's return to full-time and continuous employment.

<u>Longevity Pay</u>	<u>July 1, 2020</u>	<u>Jan 1, 2021</u>	<u>Jan 1, 2023</u>	<u>Jan 1, 2024</u>
<u>10 Years</u>	<u>\$1000.00</u>	<u>\$1100.00</u>	<u>\$1200.00</u>	<u>\$1300.00</u>
<u>15 Years</u>	<u>\$1100.00</u>	<u>\$1200.00</u>	<u>\$1300.00</u>	<u>\$1400.00</u>
<u>20 Years</u>	<u>\$1200.00</u>	<u>\$1300.00</u>	<u>\$1400.00</u>	<u>\$1500.00</u>
<u>25 Years</u>	<u>\$1300.00</u>	<u>\$1400.00</u>	<u>\$1600.00</u>	<u>\$1700.00</u>

\*\*Over 25 Years add \$100 for each additional year of employment

**ARTICLE 9**

**RETIREMENT BENEFITS**

The Town agrees to maintain the present retirement plan as authorized by Law, including the provision for allowance of unused sick leave as provided by Section 41j of the New York State Retirement and Social Security Law.

## **ARTICLE 10**

### **MEDICAL COVERAGE**

Section 1. The Town agrees to pay the full cost of Family Type PPO medical coverage as is in effect January 1, 2006 under a plan issued by Independent Health or by any other company, provided the coverage is at least equal to that provided under the present policy with Independent Health. The plan shall provide coverage for retired employees who have worked for the Town on a full-time and continuous basis for at least five (5) years prior to their retirement, and shall extend to the retired employee's spouse, spouses of deceased in-service employees and their insured children, as defined in said policy, for the life of the spouse or until remarriage.

The Town shall also continue to provide a Traditional style plan issued by Independent Health or by any other company, provided the coverage is at least equal to that provided under the present Traditional style policy with Independent Health. Employees and eligible retirees choosing the Traditional style plan shall pay the difference between the premium cost of the Traditional style plan and the premium cost of the PPO plan on a pre-tax basis.

The Town shall have the option at any time to include or discontinue within the Independent Health Traditional style policy a \$250 hospitalization deductible. Such deductible shall be self-insured by the Town. Employees incurring the hospitalization deductible or a portion thereof shall be reimbursed by the Town within two weeks of submission of a hospital bill to the Town.



Section 2. The Town will provide a tiered prescription coverage with both of the aforementioned plans that will not exceed \$1/14/30. In the event that any employee incurs un-reimbursed prescription co-pay expenses exceeding \$200.00 in any quarter of the year, the Town shall reimburse the employee for the amount in excess. All prescription drug coverage referenced above shall be limited to those actively employed. This coverage shall not be extended to those who subsequently retire.

Section 3. The Town will provide a dental plan through The Guardian Life Insurance Company of America or an equivalent carrier. This coverage shall be limited to those actively employed. This coverage shall not be extended to employees currently on retirement or those actively employed who subsequently retire.

Section 4. The Town shall provide vision coverage through Vision Service Plan (VSP) or an equivalent carrier. The coverage shall be limited to those actively employed. This coverage shall not be extended to employees currently on retirement or those actively employed who subsequently retire.

Section 5. Employees hired on or after December 31, 2011 will be eligible for medical coverage within the first three (3) months of full-time service.

Employees hired on or after December 31, 2011, shall be required to contribute 20% of the annual premium for health insurance, including prescription drug,

dental and vision. This payment shall be made through payroll deduction on a biweekly basis.

Employees hired prior to December 31, 2011 shall contribute 15% of the annual premium for health insurance, including prescription drug, dental and vision. All contributions referenced above shall be made through payroll deduction biweekly on a pre-tax basis.

All employees shall be responsive for the following maximum medical co-payments;

Office and out-patient - \$10.00

Preventative - \$0.00

Section 6. For pregnancies, the Town agrees to take such steps as are necessary to provide reimbursement to employees for physicians' services in an amount equal to the difference between that provided by the medical coverage of Section 1 of this Article and \$400.00.

Section 7. Upon reasonable advance written application or notice to the Personnel Department, employees may continue health insurance coverage in the Town of Amherst health insurance group while on authorized leave without pay (excluding leaves because of extended illness pursuant to provisions of current agreement) provided that the employee makes full payment of the

monthly premium on or before the first day of each month that the employee is on leave.

Section 8. Notwithstanding the provisions of Section 1 above, employees who are appointed on a permanent basis on or after January 1, 1977, and who subsequently retire, shall have their medical coverage discontinued on the last day of the month in which they retire. However, retirees may, at their option, elect to continue their health insurance coverage provided they make the required premium payments to the Town of Amherst for such health insurance coverage.

Employees who retire may, at their option, elect to continue their prescription drug and/or dental coverages provided they make the required premium payments to the Town of Amherst for such prescription drug and/or dental coverages.

Employees who retire may, at their option, elect to continue their vision coverage provided they make the required premium payments to the Town of Amherst for such vision coverage.

Section 9. Double Coverage – Effective July 1, 2020, The Town agrees to pay employees One Thousand, Five Hundred dollars (\$1,500.00) per year for waiving individual coverage, and Three Thousand (\$3,000.00) per year for waiving family coverage. 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 October in order to be eligible for payment. Payment will be made the first pay period in April.

This payment can be made only when the employee signs a statement that the employee has or will procure health insurance through his spouse's employment, other employment of the employee, or through a private insurance plan. The statement shall contain a waiver of all responsibility and hold harmless the Town and the Bargaining Unit for any consequences that may arise when an employee exercises this option.

The Town agrees to let the employee rejoin the plan after one year. The employee must notify the Town in writing in October for his coverage to be effective the following January 1.

If the employee wishes to rejoin the plan within the year, the employee must show an unanticipated change in circumstances regarding the alternative health plan (non-voluntary loss of coverage), and repay the prorated portion of the waiver payment.

Employees who resign or are terminated prior to the end of the year shall repay the prorated portion of such payment.

Employees on probation may waive their health insurance coverage at the time of eligibility and be paid on a prorated basis for the remainder of the calendar year.

If both husband and wife are employed by the Town with no dependent children, they shall be eligible for two (2) individual health insurance

policies. In the event family coverage becomes necessary due to the addition of dependents, the change from individual to family coverage shall occur as soon as possible. If the Town employs both husband and wife with dependent children, they shall be eligible for one family plan policy, and the double coverage waiver for one individual policy pursuant to this section.

Employees exercising the waiver option pursuant to this section shall remain eligible for dental and vision coverage subject to Section 5 and any other applicable Sections of Article 10.

Section 10. The parties agree to reopen negotiations with regard to the subject of Medical Coverage upon the written request of either party. In the event any insurance provider should unilaterally change, modify or delete any benefit, the parties agree to immediately negotiate the impact of such change, modification or deletion.

Section 11. Effective 1/1/19, the parties agree that the Town's maximum exposure for premiums or premium equivalents covering the cost of medical insurance should not exceed the maximum limits established by 26 U.S. Code § 4980I (the so called "Cadillac Tax"). In the event the cost of healthcare provided to CFAOA employees approaches the maximum limit that would trigger the excise tax and at least two other bargaining units (Unions) representing employees of the Town of Amherst have agreed to this Cadillac Tax CBA Provision, the parties agree to renegotiate medical coverage

immediately to maintain costs below the maximum threshold. If applicable sections of the U.S. Code are amended or repealed to eliminate the “Cadillac Tax,” this provision shall be eliminated from the parties’ collective bargaining agreement concurrent with the elimination of the “Cadillac Tax.”

## ARTICLE 11

### RECIPROCAL RIGHTS

Section 1. The Town recognizes the right of the employee to designate representatives of the C.F.A.O.A. to appear on his behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit the employee during working hours. Such employee representatives shall also be permitted to appear at public hearings before the Town Board upon the request of the employee.

Section 2. The C.F.A.O.A. shall have the right to post notices and communications upon the bulletin boards maintained on the premises and facilities of the Town in the Central Fire Alarm Office. The material posted shall be restricted to C.F.A.O.A. business and will not contain salacious or non Association political material.

Section 3. The representatives of the C.F.A.O.A. who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations which have as their purpose the maintenance of harmonious and cooperative relations between the Town and the employee and the uninterrupted operation of government.

Section 4. A representative of the C.F.A.O.A. who is designated to represent the employees shall have the right to attend statewide conventions and meetings in pursuance of his obligations as delegate of the C.F.A.O.A.

Section 5. Access to Premises. The employer agrees to permit a duly authorized representative of the C.F.A.O.A. to enter the premises of the employer for individual discussion of working conditions with employees, upon prior notice to the immediate supervisor, provided said representative does not unduly interfere with the performance of duties assigned to the employees.



## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

The Town and the C.F.A.O.A. desire that all members of the C.F.A.O.A. be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest level and that nothing in this article should be interpreted as discouraging a member of his representative from discussing any problem in an informal manner with his immediate supervisor or department head. Such discussion shall not interfere with the right of any member to process grievances through the grievance procedure.

Grievances shall be processed in accordance with the provisions of this article. The term "grievance" as used herein shall mean a complaint by either party to this contract that there has been a violation, misapplication, misinterpretation, or inequitable application of this agreement or of the Rules and Regulations of the C.F.A.O.A.; provided, however, that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed or provided by law or by any regulation having the force of law; or (b) the Town is not empowered to act.

To encourage the resolution of the grievance at the department level, it shall be the fundamental responsibility of supervisor's at all administrative levels to make prompt determination respecting grievances in accordance with these procedures. Both parties shall have the right to present grievances in

accordance with these procedures, free from coercion, interference, restraint, discrimination and reprisal by any person or party to this agreement.

A member may be represented at all steps of this grievance procedure by the C.F.A.O.A. or counsel, or both. All grievance meetings shall be mutually agreed upon and scheduled by the parties.

When several members of the C.F.A.O.A. have an identical grievance, the C.F.A.O.A. may select one individual case for processing, with the understanding that the disposition of such cases shall be applied to the other identical grievances.

A record of all grievances filed pursuant to these procedures and the disposition made thereof shall be maintained by the C.F.A.O.A. for reference purposes.

The time limit specified herein shall be observed, unless extended in writing by mutual agreement of the parties. Failure of the grievant to request review of a determination made at any step of the grievance procedure within the specified time limit shall automatically conclude the grievance process as to such grievance.

Grievances shall be filed within ten (10) working days from the time the grievant became aware of the facts or omissions which gave rise to the grievance, unless for good cause, the grievant is unable to do so.

### **STEP 1**

The grievant shall present his grievance orally to his immediate supervisor and attempt to adjust the matter.

### **STEP 2**

If the grievance is not satisfactorily adjusted at Step 1, the grievant shall present his grievance in writing, on a form to be provided, to his immediate supervisor with five (5) working days from the decision at Step 1. The written grievance shall contain a factual statement outlining the acts constituting the grievance, the date, time and place of the occurrence, and the relief requested. The written grievance shall contain a statement of the section of the Collective Bargaining Agreement or the written Rules of the C.F.A.O.A. which he contends have been violated. The immediate supervisor shall give his answer in writing within five (5) working days of the receipt thereof.

### **STEP 3**

If the grievance is not satisfactorily settled at Step 2, the C.F.A.O.A. representative, within five (5) working days shall forward the grievance to the C.F.A.O.A.'s Grievance Committee. If, upon review of the grievance, the Committee believes the grievance is valid, it will forward a copy of the written grievance and the written answer of the immediate supervisor to the Town's Personnel Director within five (5) working days of receipt of the grievance by the Grievance Committee. The Personnel Director shall, within a period of five (5)

working days of presentation to him, discuss the matter with the Grievance Committee in an attempt to satisfactorily settle the grievance. Should this discussion fail to produce a satisfactory settlement within five (5) working days from the date of completion of the discussion, then separate written reports of the dispute shall be made by the Grievance Committee and the Personnel Director.

The written report made by the C.F.A.O.A.'s Grievance Committee and the Personnel Director at Step 3 shall be filed within five (5) working days with the Town Clerk, and at the same time, served on the other party.

The C.F.A.O.A.'s Grievance Committee shall consist of three (3) members selected by the C.F.A.O.A. One Committee member shall be permitted to leave his work with no loss of pay after notice to his supervisor for the purpose of adjusting a grievance at Steps 1 and 2, and all three Grievance Committee members shall be permitted to attend the meeting at Step 3 with the Personnel Director with no loss of pay.

#### **STEP 4**

Should the grievance fail to be resolved, as outlined at Step 3, either of the parties may avail themselves of the services of the Public Employment Relations Board to provide a list of five (5) arbitrators. The arbitration proceeding shall be conducted by the arbitrator as soon as possible after his selection. The method of selection of the arbitrator shall be that the party requesting arbitration shall strike one name of the five submitted and the other

party shall then strike one name. This procedure shall be repeated until one arbitrator remains. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the hearing is concluded.

The parties shall share the cost of the arbitrator equally.

The arbitrator is prohibited from adding to, subtracting from, or modifying the terms of the Collective Bargaining Agreement or the written Rules and Regulations of the C.F.A.O.A.

Each party shall be responsible for compensating its own representative and witnesses. The grievant and the three Grievance Committee members shall be permitted to attend the arbitration hearing but shall not be paid by the Town for said attendance, except for one Grievance Committee member who shall be excused from duty with no loss of pay.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, provided it pay for the record and makes a copy of the record available, without charge, to the other party and the arbitrator.

#### **STEP 5**

Should any person be aggrieved by the determinations as provided for in this article, application may be made for judicial review, as provided by law.

## **ARTICLE 13**

### **MINIMUM EMPLOYMENT**

Section 1. Each employee shall receive compensation based on a minimum time of forty hours per week.

Section 2. 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.

Section 3. Employees called for emergency work shall be paid a minimum of four hours salary.

Section 4. Attendance at staff meetings scheduled by the Department Head, not conducted during working hours shall be compensated at applicable overtime rate for a minimum of two (2) hours.

Section 5. The Town of Amherst shall maintain the Central Fire Alarm Office staffing level at eleven (11) full-time dispatchers and one (1) Supervising Fire Dispatcher for the life of this agreement. Should a position become vacant, within a reasonable time period a replacement shall be hired from the current

civil service list. If there is no current civil service list the Town of Amherst shall, within a reasonable time period, initiate all required steps to see that a new civil service test is scheduled. Once the results of this test are published a replacement employee shall be hired within a reasonable time period.

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 2022 and 2024 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 2021 and 2023. 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.

## **ARTICLE 14**

### **UNIFORMS**

Section 1. The Town of Amherst, at its cost, agrees to supply all uniforms for all employees and agrees to repair and replace the same. The uniform shall consist of an outer jacket of three-quarter length, lightweight uniform jacket, shoes or overshoes, shirt, pants, sweater, hat, tie, name tag and badge. Uniforms shall be in such quantity and shall be of a style and kind established or approved by the Department Head and the Town and must be worn by all employees at all times while on duty, as from time to time prescribed by the Department Head.

Section 2. All employees shall be responsible for maintenance of Town of Amherst uniforms.



## **ARTICLE 15**

### **DISAFFIRMATION OF RIGHT TO STRIKE**

The C.F.A.O.A. affirms that it does not and will not assert the right to strike or to engage in other stoppage of work or slowdown by its members against the Town, nor to assist or participate in any such acts or to advise, urge or impose upon its members an obligation to conduct, assist or participate in such a strike or other acts as herein defined. In the event that the C.F.A.O.A. or any of its members shall violate any of the provisions of this Article, the C.F.A.O.A. or its said members shall be subject to all the penalties authorized by law.

## **ARTICLE 16**

### **SAVINGS CLAUSE**

If any section, sub-section, sentence, clause, phrase or portion of this Agreement is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding will not affect the validity of the remaining portions of this Agreement.

## **ARTICLE 17**

### **IMPASSE PROCEDURE**

If the Town and C.F.A.O.A. are unable to reach an agreement in their negotiations in future contracts as to any matter that may arise under Article 14 of the New York State Civil Service Law, the matter or matters in dispute shall be referred to the New York State Public Employees Relations Board pursuant to Section 209 of said Article for disposition.

## **ARTICLE 18**

### **EFFECTIVE DATE**

Section 1. The effective date of this Agreement shall be on the signed date, except as otherwise provided herein, and the Agreement shall continue in full force and effect thereafter through December 31, 2024, unless extended or modified by mutual agreement of the parties.

Shall neither party to this Agreement send a notice of intent to change or amend this Agreement as herein provided, then this Agreement shall be considered to have been automatically renewed for another year.

Section 2. Should either party to this Agreement wish to initiate collective bargaining discussions over changes or amendments they wish to introduce into this Agreement, it is agreed that notice of the substance of the changes or amendments and the language thereof shall be mailed in writing to the other party to this Agreement not less than 180 days before the termination date of this Agreement or the termination date of the annual renewal. The other party shall respond to the notice in writing within 90 days and, at the same time, shall furnish written notice of any changes or amendments to the Agreement it wishes to make. Collective bargaining meetings or sessions shall then commence within 30 days and shall be held at regular intervals thereafter.

Section 3. If no agreement is reached within a 60-day period following the commencement of collective bargaining meetings, the parties shall implement the impasse procedure above referred to.

IN WITNESS WHEREOF, the parties have set their hands and seals this

\_\_\_\_\_

CENTRAL FIRE ALARM

OFFICE ASSOCIATION

By  \_\_\_\_\_

Timothy S Oliver  
President CFAOA

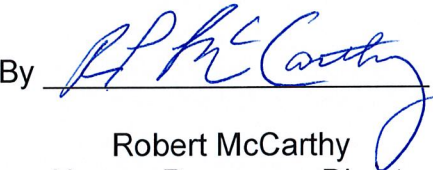
Date Oct. 22, 2021

TOWN OF AMHERST

By  \_\_\_\_\_

Brian Kulpa  
Supervisor, Town of Amherst

Date 10/25/21

By  \_\_\_\_\_

Robert McCarthy  
Human Resources Director

Date 10/22/21

**SCHEDULE A**  
**PERSONNEL RULES**  
**FOR**  
**EMPLOYEES OF THE CENTRAL FIRE ALARM OFFICE**

It is the purpose of the following Rules to provide a fair and uniform procedure for the administration of attendance and other personnel matters not in contravention to the Civil Service Law and Rules.

**RULE I**  
**SALARIES**

1. The payment of salaries and the granting of annual salary increments shall be pursuant to the Plan of Class Titles and Salary Ranges as approved by the Town Board of the Town of Amherst.
  
2. Whenever an employee is required to work in a higher job classification for one full shift of eight hours or more, he will be paid the rate of pay of the higher job classification.
  
3. The salaries and wages of employees shall be paid on the same day every two weeks. In the event this day is a holiday, wherever possible, the preceding day shall be the pay day.

## **RULE II**

### **CIVIL SERVICE PROCEDURES**

Section 1. Appointment, promotion, transfer, reinstatement, probation, disciplinary action, retirement and other civil service procedures shall be pursuant to the Civil Service Law and the Rules for the Classified Civil Service of the County of Erie as issued by the Personnel Officer and the provisions of the Town Law of the State of New York.

Section 2. Part-time fire dispatcher positions will be filled utilizing the following procedures:

- a.) Retired CFAOA member provided retirement was less than three (3) years from the date of hire as a part-time employee.
- b.) From an appropriate civil service list. If a list of eligible candidates for part-time positions is not existent, the Town shall appoint candidates who meet qualifications that are determined and agreed upon by the Human Resources Director, Department Head and the CFAOA.

Section 3. Change in Position Title. Within 90 days of contract ratification, The Town of Amherst, following procedures required by the Erie County Civil Service Commission and New York State Civil Service Law shall implement all necessary requirements to change the civil service title of all existing employees with the civil service title of "Fire Dispatcher" to that of "Public Safety Dispatcher". This change shall not result in any loss or change of employment

seniority, pay grade or benefits for any employee with the current civil service title of "Fire Dispatcher".

**RULE III**  
**ATTENDANCE**

1. Hours of Work. The work day shall consist of eight consecutive hours. The work week shall consist of five consecutive days. Eight consecutive hours shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. Work schedules showing the employee's shifts, work days and hours shall be posted on all department bulletin boards at all times. The Town and CFAOA agrees to continuing negotiations on a new 12-hour work shift schedule and a possible 12<sup>th</sup> dispatcher to be worked into this agreement without opening up the entire contract for negotiations.

2. Record of Attendance. Each department shall maintain a daily record of the attendance and punctuality of each employee.

3. Tardiness. Each department shall establish rules regarding penalties for tardiness, but such penalties shall not preclude disciplinary action in cases of tardiness.

4. Lunch Periods. In a manner consistent with providing adequate coverage of the responsibilities of the Fire Alarm Office, all employees shall have a lunch period of at least one-half hour.



5. Rest Periods. In a manner consistent with providing adequate coverage of the responsibilities of the Fire Alarm Office, all employees' work schedules shall provide for a 15-minute rest period during each one-half shift. The rest period shall be scheduled at the middle of the shift, whenever feasible.

6. Clean-up Time. In a manner consistent with providing adequate coverage of the responsibilities of the Fire Alarm Office, employees shall be granted a 15-minute personal clean-up prior to the end of each work shift.

7. Recall Time. An employee called in to work after he has returned home will be entitled to a minimum of four hours pay at his straight time rate.

**RULE IV**  
**HOLIDAYS**

1. Paid Holidays shall be New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving, Christmas, Good Friday, Easter and any other day as may be approved by the Town Board.

2. If emergency or continuous service requires that an employee work on one of the holidays listed in this Rule, and such holiday work is authorized by the Department Head, the employee shall be granted equivalent time off in lieu thereof or shall be compensated as overtime service.

## **RULE V**

### **VACATION**

1, Vacation Allowance. Except where other provisions are made by law for annual, weekly, per diem or hourly employees, employees shall be entitled to an annual vacation with pay not to exceed as follows:

#### **Employees hired prior to December 31, 2002**

Ten (10) work days after completion of one year of continuous service.

Fifteen (15) work days after completion of five years of continuous service.

Twenty (20) work days after completion of ten years of continuous service.

Twenty-five (25) work days after completion of fifteen years of continuous service.

Thirty (30) work days after completion of twenty-five years of continuous service.

Provided that any employee continuously employed for six months or more may be granted vacation in proportion to the number of months employed.

#### **Employees hired after December 31, 2005**

Ten (10) work days after completion of one year of continuous service.

Fifteen (15) work days after completion of five years of continuous service.

Twenty (20) work days after completion of ten years of continuous service.

Twenty-Five (25) work days after completion of fifteen years of continuous service.

Provided that any employee continuously employed for six months or more may be granted vacation in proportion to the number of months employed.

2. Time of Vacation. Wherever possible, vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. Vacation periods shall be taken each year.

3. Holidays Not Included. In calculating the time allowed for vacation, intervening holidays will not be counted as vacation days.

4. Vacation Not Cumulative. Vacation time shall not be cumulative, and if not taken, expires at the end of the calendar year; except, however, that scheduled vacations which are deferred at the Town's request shall be carried into the next calendar year and shall be scheduled and taken during the months of January, February, March, April and May.

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 of 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.

6. Vacation Pay at Retirement. Effective January 1, 1986, an employee who retires from the service of the Town will receive vacation pay on a pro-rata basis for the calendar year in which he retires.

7. Death. In the case of death of an employee, payment for such vacation period shall be made to his estate.

8. Part-time Employees. A part-time employee who is required to work a fixed number of hours, five days per week, shall also receive vacation as provided herein, but his total pay for such a period of vacation shall be the amount which would have been due him if he had been working regularly at his usual hours for such a period.

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 Finance Director of their intention to receive such payment no later than September 1<sup>st</sup> of the year in which the vacation would normally have been taken. Payment will be made by February 15<sup>th</sup> of the following year. The Town reserves the right to allow additional vacation days to be purchased solely at the discretion of the Town.

**RULE VI**  
**SICK LEAVE**

1. Application of Rule. This rule shall not apply to temporary employees.
  
2. Reasons for Granting of Sick Leave. Sick Leave with pay may be granted in accordance with this Rule to an employee when incapacitated or unable to perform the duties of his position because of:
  - (a) Sickness or injury.
  - (b) Serious illness in the employee's immediate family requiring care and attendance of the employee. Immediate family shall include the parent, spouse, brother, sister, son, daughter, grandparent, or other blood relative who is an actual member of the employee's household. Effective January 1, 1999 immediate family shall also include stepchild.
  - (c) Quarantine regulations.
  - (d) Medical or dental visits.
  
3. Sick Leave Credits. A credit for sick leave under this Rule shall be allowed at the following rates:  
  
Employees hired prior to 12/31/02:  
  
One and one-quarter (1-1/4) working days per month of service commencing as of the date of employment. Such leave as is not used shall accumulate

but not to exceed 300 days. A physician's certificate as to illness or injury shall be required for three continuous days of absence.

Employees hired after December 31, 2002:

One (1) working day per month of service. Such leave as is not used shall accumulate but not to exceed 300 days. A physician's certificate as to illness or injury shall be required for three continuous days of absence.

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.

4. Sick Leave Credits to Part-time Employees. Part-time employees who are required to work a fixed number of hours, five days per week, shall earn sick leave credits pro-rated on the basis of the number of hours required to work per week.

5. Extended Sick Leave. An employee who has been engaged in full-time and continuous employment with the Town for at least five (5) years may receive additional sick leave with pay as may be recommended by the Department Head and approved by the Town Board, up to a maximum of seven (7)

months, in addition to sick leave credits accumulated by such employee. A leave of absence without pay or a resignation followed by reinstatement within one year shall not constitute an interruption of continuous service.

6. Notice of Absence on Sick Leave. When absence is required under this Rule, the employee shall report the same to his immediate supervisor at least two hours before the starting time of his shift, where possible.
7. Sick Leave Records. Accurate records of the attendance and sick leave status of each employee shall be maintained and open for his inspection.
8. Transfer of Sick Leave Credits. In case of transfer to a different department, accumulated sick leave shall be transferred with the employee and he shall receive credit in the department to which he is transferred.
9. Absence for Less Than Full Day. Absences of less than a full day due to illness shall be chargeable to sick leave in one hour increments, subject to Department Head or designee's approval
10. Injury on the Job. When an employee is injured on the job, any time required immediately after the injury to obtain first aid or treatment by a physician shall be considered as time worked, unless he is admitted as an in-patient in a hospital.



11. Absence Due to Injury. Employees who are unable to perform the duties of their employment because of injuries received in the service of the employer, and who receive Workers' Compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, chargeable to sick leave on a pro-rata basis.

12. Physician's Examinations. The expense of any physical examination requested by the Town shall be paid for by the Town and be performed during the employee's working hours

13. Sick Leave Buy-back. The Town agrees that upon retirement, any accumulated unused sick leave up to a limit of 100 days can be bought back at a ratio of 1:3 (e.g., an employee with 300 days of unused sick leave may use only 100 days at a ratio of 1:3). The remainder can be applied to the employee's additional service credit for retirement as per Section 41-j of the New York State Retirement and Social Security Law.

Employees hired prior to December 31, 2011 wishing to apply accumulated unused sick leave 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 a lump sum buy back may do so up to a limit of 100 days at a ratio of eighty (80) percent (maximum 80 days). The unused sick time will be used first in paying for any retiree health insurance premiums and

will be completely exhausted prior to the employees accumulated vacation time being applied to the payment of retiree health insurance benefits. Employees may also elect to apply any or all accrued vacation time due upon retirement pursuant to Rule V, Section 6 toward health coverage in the same manner. Any sick leave and vacation time 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 other tax requirements during the calendar year in which it is banked.

14. Sick Leave Sell Back.

Employees hired prior to December 31, 2011; Each calendar year, employees who have accumulated eight hundred (800) sick leave hours may redeem up to eighty-eight (88) sick leave hours, provided a minimum of eight hundred (800) 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 1<sup>st</sup> 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.

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 1<sup>st</sup> 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.

## RULE VII

### LEAVE OF ABSENCE WITH PAY

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 employee's immediate family, namely, spouse, parent, child, brother or sister. 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, grandchild, stepchild, or any other blood relative residing in the employee's household. Leave of absence with pay 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 or designee in consultation with the Director of Human Resources, be granted one (1) day to attend the funeral of any individual not included in the family set forth above.
2. Leave for Jury Duty. On proof of required jury duty, leave of absence shall be granted with pay to all employees, provided, however, that such employees shall reimburse the Town for jury fees received by them.

3. Time Off for Civil Service Examinations. An employee will be permitted time off without loss of pay to take Civil Service examinations for any position within the Town's service.

4. Personal Leave

A. Each employee hired prior to December 31, 2011, shall be allowed six (6) personal leave days per year, non-cumulative. Any unused personal leave 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 credits exceed the maximum allowed under Rule VI, subparagraph 3. Whenever possible, advance written application of 72 hours shall be submitted to the department head or his designee on a "Request For Time Off" form.

B. Each employee hired after December 31, 2011, shall be allowed four (4) personal leave days per year, non-cumulative. Any unused personal leave 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 credits exceed the maximum allowed under Rule VI, subparagraph 3. Whenever possible, advance written application of 72 hours shall be submitted to the department head or his designee on a "Request For Time Off" form.

5. Shift Relief Days (Only for Employees hired after 12/31/ 2011).

Each employee shall be earn one (1) Shift Relief day (eight (8) hours) for each six (6) months of continuous service. Shift relief days are not cumulative and must be used in the calendar year in which they are earned. Whenever possible, advance written application of 72 hours shall be submitted to the department head or his designee on a "Request For Time Off" form.

6. Paid Family Leave

CFAOA agrees to future negotiations regarding a Paid Family Leave.

## RULE VIII

### LEAVE OF ABSENCE WITHOUT PAY

1. Eligibility Requirements. Employees shall be eligible for leaves of absence after six (6) months service with the employer.
  
2. Application for Leave Without Pay. Any request for a leave of absence shall be submitted in writing by the employee to the Department Head. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires, which shall not exceed one year.
  
3. Maternity Leave. A female employee to be confined shall be entitled to leave without pay, and regardless of any sick leave credits accrued, for a period of not more than six months, of which not more than four months shall be pre-natal.
  
4. Leave Because of Extended Illness. When an employee has exhausted all of his sick leave credits and is still incapacitated and unable to perform the duties of his position, he may be granted a leave of absence without pay for a period not to exceed one year.

Employees on extended sick leave without pay, pursuant to Town Board resolution, shall not be entitled to accrue sick leave.

5. Leave for War Work. A permanent employee may, at the discretion of the Department Head and approved by the Town Board, be granted a leave of absence without pay for a period not exceeding one year to enter the service of the Federal Government in time of war. Such leave of absence may be renewed for additional periods, not exceeding one year in each instance. However, no such renewal of leave of absence without pay shall extend beyond six months after the termination of the war.
  
6. Educational Leave for Veterans. Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay for the period of such education, training or vocational rehabilitation. Such leave of absence shall not extend beyond a period of four years, nor beyond the period for which the veteran shall be eligible to continue the education, training or vocational rehabilitation, and it shall terminate at any time that the veteran ceases actual attendance upon the courses required by the education, training or rehabilitation program.
  
7. Employment Opportunities. Employees shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a



permanent transfer, so long as said employment is with an agency of the employer.

8. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

**RULE IX**

**MILITARY LEAVE OF ABSENCE**

Any employee who is required to render ordered military duty shall be granted military leave of absence pursuant to the Military Law.

## RULE X

### WORK FORCE CHANGES

#### 1. Definitions:

- (a) "Position" means one of the positions included under one class title in Schedule B to the Agreement.
- (b) "Class" means a group of similar positions included under the same title in Schedule B.
- (c) "Salary/Wage Range" means the range of compensation for "A" to "D" appearing in Schedule B.
- (d) "Job Group" means a group of classes of positions allocated to the same salary/wage range set out in Schedule B.
- (e) "Increment Step" means the point in the increment scale reached through successful periods of actual service as designated in "A", "B", "C", and "D" in Schedule B.
- (f) "Actual Service" means active service in the position after deduction of any periods of leaves without pay. Military Leave, pursuant to Section 243 of the Military Law, shall be deemed actual service.
- (g) "Promotion" means the advancement of an employee to a higher class or the reassignment of an employee to a higher paying position.

(h) "Demotion" means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

2. New Appointments. An employee appointed to a position in a class title shall be paid the "A" rate of pay established for the class as set forth in Schedule B.

3. Increments.

(a) Regular increment dates for employees shall be either January 1 or July 1, provided they have the required period of actual service. Employees appointed or promoted to a position shall be entitled to their first pay increment to the amount shown under column "B" in Schedule B after nine (9) months of actual service on January 1 or July 1, as the case may be. Employees will be entitled to subsequent adjustments on a yearly basis from that January 1 or July 1, as the case may be.

(b) In cases of reinstatement, eligibility for an increment must total a year of actual service.

(c) All employees shall be eligible for and granted the increment shown under "D" based on merit.

4. Promotions; Changes.

- (a) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, including but not limited to Supervising Dispatcher, Senior Fire Dispatcher, Senior Public Safety Dispatcher, Supervising Public Safety Dispatcher, or any other title indicating Central Fire Alarm Office supervising duties and responsibilities, or as a result of the development or establishment of a new job classification, a notice of the opening shall be posted on all bulletin boards stating the job classification, rate of pay and the nature of the job requirements in order to qualify. The posting shall be for a period of not less than ten (10) work days.
- (b) During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor.
- (c) The employer shall fill such job openings or vacancies from among those employees who have applied who meet the standards of the job requirements. The minimum qualifications and standards include; must be a member of the CFAOA with a minimum of 10 years of experience as a CFAOA dispatcher and have a current EMD and EFD Certification which must be maintained. If two (2) or more candidates all have the

same qualifications, the employee with the greatest seniority shall be selected.

- (d) An employee appointed or promoted to a position in a higher job group shall receive a salary or wage rate at the increment step in the range for the higher position which is nearest to, but not less than, the salary or wage rate paid to the employee at the time of appointment or promotion.
- (e) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of sixty (60) days, but not to exceed ninety (90) days. If it is found during the trial period that the employee does not meet the requirements or responsibilities of the position to which he has been selected, the employee shall be restored to his former position.
- (f) If a job vacancy occurs which is to be filled the employer shall notify the bargaining agent in writing immediately.
- (g) Shift preference will be granted where applicable on the basis of seniority with the same classification where a vacancy exists. For purposes of this subparagraph, "vacancy" shall mean a vacancy which is caused or occurs by reason of employee death, promotion, retirement, resignation, or the creation of a new position but shall not be deemed to include vacancies caused by shift changes, reassignments, or other supervisory scheduling.

5. Demotions.

- (a) A permanent full-time employee who accepts appointment to a position that is in a job group lower than the job group of the position in which he is serving, shall, upon appointment to the lower position, receive a salary or wage rate at the increment step in the salary or wage range in the lower job corresponding to the increment step reached in his former position.
- (b) An employee who is relegated back to his previous position from a higher classification to which he was provisionally appointed because of his inability to prove to the employer that he was able to fulfill the standards of the job, or pass a Civil Service examination required for permanent appointment to that job, or who voluntarily relinquishes such job, shall not be considered as demoted.

6. Layoff.

- (a) In the event the employer plans to lay off employees for any reason, the employer shall meet with the bargaining agent to review such anticipated layoff at least fourteen (14) calendar days prior to the date such action is to be taken.
- (b) The employer shall forward a list of those employees being laid off to the local bargaining agent secretary at least fourteen (14) days before they are to be laid off.

- (c) No new employee shall be hired until all qualified employees on layoff status desiring to return to work have been recalled.
- (d) Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the department.
- (e) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification, provided the bumping employee has greater seniority than the employee whom he bumps, and the necessary qualifications.
- (f) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last know address by registered or certified mail. If any employee fails to respond within seven (7) days within the date of mailing of the notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority unless the employee is a quit. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.



7. Reinstatement.

- (a) A permanent full-time employee covered by this Agreement who has been laid off and subsequently reinstated to the same job in accordance with the provisions of this Agreement shall be reinstated at the same salary or wage step he occupied at the time of the layoff.
- (b) A permanent full-time employee who has resigned and is subsequently reinstated pursuant to the appropriate provisions of this Agreement to the same job shall be reinstated at the same salary or wage step he occupied at the time of resignation.
- (c) An employee who is promoted temporarily or provisionally to a higher position and who is returned to his position in a lower grade shall, upon return to the lower position, receive a salary or wage rate at the increment level he would have reached had he continued to serve continuously in that position.

8. Transfers.

- (a) Employees desiring to transfer to other jobs may submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.
- (b) Employees requesting transfers for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications on the basis of qualifications, provided a vacancy exists and he is qualified.

(c) If an employee is transferred to a position under the Town not included in the unit, his accrual of seniority shall be suspended while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

(d) An unresolved complaint as to the reasonableness of any new or existing work rule shall be resolved through the grievance procedure.

(e) Any current Full-Time employee with three (3) years or more of town service transferring into the CFAOA from another bargaining unit shall start at the next highest rate of pay (same as current promotional process)

9. Reallocation. Upon the reallocation of a class of positions to a higher job group, the employee or the employees serving in the reallocated positions shall receive a salary or a wage at the increment step in the higher job group that corresponds with the increment step in which they were serving in the lower group.

10. Reclassification. When an employee class title is reclassified to a higher title and job group, it shall be considered as a new position and a promotion. The salary will then be determined in accordance with the salary rule on promotions.

11. Leaves of Absence.

(a) Military Leave, pursuant to Section 243 of the Military Law, shall be deemed actual service.

(b) Other Leaves Without Pay over three months shall constitute an interruption of continuous service for computing yearly increments.

12. Exclusions. Employees in seasonal, part-time, non-regular or third-party sponsored employment are excluded from these salary rules.

## RULE XI

### SENIORITY

1. Definition. Where permissible by law or regulation, "seniority" means an employee's length of continuous service with the Town's Fire Alarm Office since his last date of hire. Otherwise, "seniority" shall mean an employee's length of continuous service with the Town since his last date of hire.
2. Seniority Lists. Once a year the employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the units entitled to seniority.
3. Breaks in Continuous Service.
  - (a) An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one year, the break in continuous service shall be removed from his record.
  - (b) There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous. service.

The Rules hereinbefore stated shall apply to all male and female employees.

## **RULE XII**

### **RESIDENCY CLAUSE**

After twenty (20) 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

## **RULE XIII**

### **SENIOR DISPATCHER ON DUTY STIPEND**

Effective January 1, 2022, the top 6 dispatchers in seniority shall receive a yearly stipend of \$500 paid quarterly at \$125 per quarter. Effective January 1, 2023, the top 6 dispatchers in seniority shall receive a yearly stipend of \$750 paid quarterly \$187.50 per quarter. It is agreed that once dispatchers 5 and 6 in seniority as of July 1, 2020 both reach the top 4 in seniority this stipend will be adjusted to apply only to the top 4. Members not in the top 6 in seniority as of July 1, 2020 are not eligible for the stipend until a time when they reach the top 4 in seniority.

**SCHEDULE B**

**TOWN OF AMHERST  
CENTRAL FIRE ALARM OFFICE**

Effective 12/13/11 Employee Compensation shall be calculated at an hourly rate.

Effective 12/13/11 the next paycheck shall adopt a LAG payroll period.

**PAY SCHEDULE**

**EMPLOYEES HIRED PRIOR TO 12/31/11**

**EFFECTIVE JULY 1, 2020**

**CLASSIFICATION**

Fire Dispatcher (rate per hour) \$ 30.477  
Employed prior to 12/13/11

**PAY SCHEDULE  
EFFECTIVE JANUARY 1, 2021**

**CLASSIFICATION: Fire Dispatcher (rate per hour):**

	Jan 1, 2021	July 1, 2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024
<b>STEP A</b>	<b>\$21.348</b>	<b>\$21.561</b>	<b>\$22.046</b>	<b>\$22.542</b>	<b>\$23.106</b>
<b>STEP B</b>	<b>\$25.039</b>	<b>\$25.289</b>	<b>\$25.858</b>	<b>\$26.440</b>	<b>\$27.101</b>
<b>STEP C</b>	<b>\$28.971</b>	<b>\$29.261</b>	<b>\$29.919</b>	<b>\$30.593</b>	<b>\$31.357</b>
<b>STEP D</b>	<b>\$30.781</b>	<b>\$31.089</b>	<b>\$31.789</b>	<b>\$32.504</b>	<b>\$33.317</b>

**PAY SCHEDULE C**

**EMPLOYEES HIRED AFTER 12/31/11**

**EFFECTIVE JULY 1, 2020**

**CLASSIFICATION**

Fire Dispatcher (rate per hour)

Employed after to 12/13/11

STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
\$21.136	\$22.443	\$23.750	\$24.791	\$25.941	\$27.104	\$27.647	\$28.136	\$28.699	\$29.161

Note 1: Increase between steps shall be as listed above unless the negotiated across the board increase for employees hired prior to 12/31/11 is greater, in which case the step increase shall equal the negotiated increase in lieu of the step increase listed above.

Note 2: Effective January 1, 2021, all employees hired after December 31, 2011 will be moved to the appropriate step of Pay Schedule B