
AGREEMENT

By and between the
TOWN OF GUILDERLAND

and the

CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.
Local 1000, AFSCME, AFL-CIO



Town of Guilderland Town Hall Unit "B"
Albany County Local 801

January 1, 2025– December 31, 2027

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PREAMBLE

THIS AGREEMENT is made this 27 day of December, 2024 by and between the Town of Guilderland and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for the Guilderland Town Hall Unit of the Albany County Local #801.

WHEREAS:

It is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Town of Guilderland and its employees for the mutual benefit of the public, the Town Government and its employees.

NOW, THEREFORE;

In consideration of the mutual covenants contained herein, the parties agree to the following:

THIS AGREEMENT will be in effect for a three (3) year period commencing January 1, 2025.

ARTICLE I

RECOGNITION

The Town of Guilderland recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO for the Town of Guilderland Town Hall Unit of the Albany County Local #801 pursuant to the terms of the certification issued on April 18, 1995, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit as defined in Article II.

ARTICLE II

COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall be comprised of all Clerical employees who work at least 17 1/2 hours or more per week. Excluded from the unit are employees deemed to be management/confidential and elected officials.

ARTICLE III

DUES DEDUCTIONS

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 or CSEA's authorized agent, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

ARTICLE IV

RECIPROCAL RIGHTS

Section 1. The Employer recognizes the right of the employees to designate representatives of CSEA to appeal on their behalf and to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the Agreement, and to visit employees during working hours for the foregoing purposes. The Employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the CSEA shall be provided access to bargaining unit employees. The Employer further agrees that it will not permit any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the Town of Guilderland.

Section 2. The Employer shall administer its obligations under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of race, creed, color, national origin, sex, age, disability or marital status.

Section 3. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer. The officers and agents of CSEA shall have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

Section 4. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of the Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations. It shall be understood that these obligations have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employee and the operation of government.

Section 5. The Employer shall supply, to the Unit President, a list of all employees in the bargaining unit showing the employees full name, home address, social security number, job titles, membership status, insurance deduction and first date of employment. Such information shall be forwarded on a quarterly basis.

ARTICLE IV

RECIPROCAL RIGHTS (CONTINUED)

Section 6. The Employer shall continue to authorize payroll deduction rights for employee participation in the credit union.

Section 7. The Town shall provide notice to the CSEA Unit President of all bargaining unit transactions such as appointments, transfers, resignations, reinstatements, etc., as soon as possible.

Section 8. Within thirty days of an employee first being employed by the Town, the Town shall furnish the Unit President or his or her designee with the date of hire, address, job title, department, and work location of each new employee.

Section 9. The CSEA Unit President or his or her designee shall be granted thirty (30) minutes (plus travel time, if necessary) during the standard work day to meet with CSEA represented employees within the first thirty (30) days of employment.

ARTICLE V

SALARIES AND OTHER COMPENSATION

Section 1 - Effective January 1, 2025, each step of the 2024-year wage rates shall be increased by three percent (3%), for all employees with the exception of Custodial Worker and Senior Citizen Bus Driver, and shall be considered the salary schedule for those employees for 2025, as reflected in Appendix "A-1". All employees with the exception of Custodial Worker and Senior Citizen Bus Driver who are off step shall have their salary increased by the same percentage. The salary schedule for Custodial Worker and Senior Citizen Bus Driver, as well as the Hire rate for Clerk/Typist 1, Keyboard Specialist, Data Entry Operator, Clerk/Typist 2, Senior Keyboard Specialist, Asst. Coord. Senior Citizen Services, Courier/Messenger, and Receptionist shall be adjusted as indicated in Appendix "A-1".

Section 2 – Effective January 1, 2026, each step of the 2025-year wage rates shall be increased by three percent (3%) across the board and shall be considered the salary schedule for the 2026, as reflected in Appendix "A-2". All employees who are off step shall have their salary increased by the same percentage.

Section 3 – Effective January 1, 2027, each step of the 2026-year wage rates shall be increased by three percent (3%) across the board and shall be considered the salary schedule for the 2027, as reflected in Appendix "A-3". All employees who are off step shall have their salary increased by the same percentage.

ARTICLE V

SALARIES AND OTHER COMPENSATION (CONTINUED)

Section 4. Longevity- In addition to the above, employees shall receive longevity service pay of Two Hundred Fifty Dollars (\$250.00) after five (5) years of service, an additional One Thousand Dollars (\$1,000.00) after ten (10) years of service and an additional One Thousand Dollars (\$1,000.00) after fifteen (15) years of service, an additional One Thousand Dollars (\$1,000.00) after twenty (20) years of service, an additional One Thousand Two Hundred and Fifty Dollars (\$1,250.00) after twenty-five (25) years of service, and an additional One Thousand Five Hundred Dollars (\$1,500.00) after thirty (30) years of service.

ARTICLE VI

WORK DAY AND WORK WEEK

Section 1. The regular work day and work week for the Building Inspector, Fire Inspector, Building/Zoning Inspector and Clerical employees at Town Hall shall be 7 hours per day, 35 hours per week between the hours of 9:00 AM - 4:30 PM, Monday thru Friday, with one-half (1/2) hour lunch. The regular work day and work week for the Water Department employees shall be 7 hours per day, 35 hours per week, with two (2) shifts of 7:00am-2:30pm and 8:00am-3:30pm, Monday through Friday, with one-half (1/2) hour lunch. These shifts at the Water Department shall be chosen by seniority.

Section 2. For clerical employees at the Highway Department, the work day and work week shall be from 7:00 AM - 2:30 PM, Monday thru Friday with one-half (1/2) hour lunch.

Section 3. For clerical employees at the Transfer Station, the work day and work week shall be from 8:00 AM - 3:30 PM, Tuesday thru Saturday with one-half (1/2) hour lunch.

Section 4. The workday and work week for Custodial and Transportation employees shall be those presently in effect.

Section 5. The Town may schedule flex time hours if agreeable between the employee and the employee's supervisor.

Section 6. In addition to a one-half (1/2) hour lunch period, employees shall be entitled to two (2) 15 minute paid breaks, not to be combined with the one-half (1/2) hour lunch period.

ARTICLE VII

OVERTIME AND OTHER EMOLUMENTS

Section 1. Overtime compensation of time and one-half of the employee's hourly rate of pay or compensatory time off shall be paid for all hours worked in excess of eight (8) hours per day during the employee's regularly scheduled work week as defined in Article VI. The choice of overtime compensation in money or time shall be made by the employee.

Section 2. Overtime compensation of time and one-half of the employee's hourly rate of pay or compensatory time off shall be paid for all hours worked outside of an employee's regularly scheduled work week as defined in Article VI.

Section 3. Compensatory time off shall be used at the request of the employee, subject to approval by the immediate supervisor. In the event that compensatory time cannot be used within ninety (90) days of the date it is earned, the employee shall receive payment for such unused time.

Section 4. The use of leave credits and holidays shall be considered as time worked in the computation of overtime.

Section 5. There shall be no rescheduling of employees' tours of duty to avoid the payment of overtime.

Section 6. An additional two (2) hours of recall pay shall be paid to employees who have left the workstation and are called back into work when such notice of recall is four (4) hours or less. A shift that goes beyond midnight shall be considered a continuation of shift and therefore paid at time and one-half. The two additional hours used to calculate recall pay do not count towards time worked in the calculation of overtime.

Section 7. Employees required to use their personal vehicles for Town related business, including schooling, shall be reimbursed at the I.R.S. rate.

Section 8. The Town will reimburse the employee for work related college courses where the grade of "C" or better is earned, up a maximum of \$2,000 per year. Approval of the course as work related must be given before the course is begun by the employee's immediate supervisor. If the course is only given in the daytime, personal leave may be taken or the time lost from work must be made up.

Section 9. Effective January 1, 2001, the Town shall reimburse the cost of a renewal license for a required CDL license to drivers employed with the Town for over two (2) years.

Section 10. Effective January 1, 2005, all Clerks working within the Police Department shall be reimbursed for the cost of embroidering expenses of having Town of Guilderland insignia sewn on work-related shirts or blouses.

Section 11. Effective January 1, 2019, the Town shall provide the Code Enforcement with cellphones.

ARTICLE VII

OVERTIME AND OTHER EMOLUMENTS (CONTINUED)

Section 12. The Town will provide separate reimbursement up to a maximum of two hundred fifty dollars (\$250.00) per calendar year for personal articles (eyeglasses, watch, etc.) belonging to employees which are damaged, lost or destroyed as a direct result of the performance of the employee's duties while in the field (i.e., outside of the employee's regular place of work).

ARTICLE VIII

PENSION, HEALTH INSURANCE AND DISABILITY BENEFIT

Section 1. All eligible employees shall be enrolled in the New York State Employees Retirement System, Section 75-i.

Section 2. The Town shall provide health insurance coverage under the CDPHP Plan, inclusive of a Drug Prescription Program. The Town shall pay the full cost of premiums for employees, and 60% of the cost of premiums for the employee's dependents.

For employees hired prior to January 1, 1986, the Town shall pay 75% of the cost of premiums for the employee's dependents.

The CDPHP benefit package that the Town agrees to provide is attached in Appendix "C". If the current health insurance carrier either cancels or modifies the current benefit package(s), CSEA and the Town agree to reopen negotiations solely on the issue. In addition, the Town agrees to provide CSEA with reasonable notice, if the above circumstances are to occur.

The CDPHP raider for the prescription plan will have a \$250 deductible on Tier 2 and Tier 3 Drugs only (The deductible does not apply to Tier 1 and Mail order drugs.) The Town will reimburse any member \$250 towards the deductible.

Section 3. The Town shall provide dental insurance coverage available for all employees. Effective January 1, 2008, the Town will pay for individual dental coverage. If the employee elects family coverage, the employee will pay the difference between the individual premium and the family premium to maintain that coverage.

Section 4. Employees who are eligible for coverage under the Town's health insurance program but elect to forego medical coverage will receive a payment of Three Thousand Five Hundred Dollars (\$3,500.00). Such payments will be made on a prorated basis during December.

ARTICLE VIII

PENSION, HEALTH INSURANCE AND DISABILITY BENEFIT (CONTINUED)

An employee will have the option of reactivating health insurance coverage for the forthcoming year by notifying the Town in writing on or before September 15 of each year with reactivation beginning on January 1 of the following year. However, if the health insurance coverage of the employee's spouse terminates or fails to cover the employee for any reason during a year in which the employee elects to participate in the Health Insurance Buy-Out Program, the employee will notify the Town in writing immediately and the Town will reactivate the employee's health insurance coverage. It is understood that the Town retains the right to recover any overpayments.

Section 5. During the first quarter of 1998, the Town shall provide for the implementation of a Section 125 "Cafeteria Plan".

Section 6. The Town shall provide an insurance policy providing benefits under New York State Disability Benefits Law and pay seventy-five percent (75%) of the cost of premiums for employees within the bargaining unit.

For employees hired prior to January 1, 1986, the Town shall pay the full cost of premiums under this section.

Section 7. the Town agrees to allow payroll deductions for the CSEA Employee Benefit Fund dental and vision plans. If fifty percent (50%) participation is not met for either of the two benefits (dental and vision), the Town will allow each year of the contract, open enrollment by the unit to recanvas the membership for eligibility. In addition, any active employee, at the time of retirement, will be eligible to purchase the CSEA Employee Benefit Fund Retiree Plan.

Section 8. The Town shall adopt, implement and maintain a Flexible Spending Account plan pursuant to the provisions of Section 125 of the Internal Revenue Code for all employees with regard to benefits, including but not limited to health and dental insurance contributions, unreimbursed medical and dental expenses, co-payments and the cost of dependent care. Should the statute be amended to modify, delete or add a permissible deduction(s), the Town's obligation shall be to comply with any such modification, deletion or addition. The minimum deferral by an employee shall be five hundred (\$500) dollars per year. The maximum deferral allowed is set annually by the IRS.

ARTICLE IX

HOLIDAYS

Section 1. All employees shall be entitled to thirteen and one-half (13 1/2) paid holidays as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Election Day (Skeleton)
1/2 day for Good Friday/Passover	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Day After Thanksgiving
Independence Day	Christmas Day

Section 2. Employees who opt to work Election Day may choose some other day as their holiday. A delayed Election Day holiday must be taken between Election Day and December 31st of that year or the holiday will be lost. "Floating Holiday" must be indicated on the employee's request for leave.

Section 3. In the event one of the above holidays falls on a Saturday, the proceeding Friday shall be the day of observation. If a holiday falls on a Sunday, it shall be observed on the following Monday.

Section 4. Any employee who is required to work on a holiday shall receive the holiday pay plus time and one-half for all hours worked on said holiday.

ARTICLE X

VACATION

Section 1. Employees shall earn vacation credits at the rate of 1 day per month which may be accumulated to a maximum of forty (40) days. (Days of vacation are defined as days upon which an employee would otherwise work and receive pay.)

Section 2. Employees with three (3) or more years' service with the Town shall receive additional vacation credits as follows:

Years of Service	Additional Vacation Credits
3	1 day
4	2 days
5	3 days
6	4 days
7	5 days
8	6 days
9	7 days
10	8 days

ARTICLE X

VACATION (CONTINUED)

Section 3. Effective January 1, 1998, additional vacation credits shall be earned as follows:

Years of Service	Additional Vacation Credits
15	9 days
16	10 days
17	11 days
18	12 days
19	13 days

Section 4. Vacation credits may be accumulated up to 40 days. In the event of death, retirement or separation from Town service, an employee or beneficiary may be compensated for a maximum of 40 days.

Section 5. New employees must complete at least six (6) months of service before they are entitled to use vacation credits earned.

Section 6. The minimum charge for vacation use shall be fifteen (15) minutes and multiples thereof.

Section 7. Employees hired in a bargaining unit position in a less than full time capacity shall earn and accrue vacation credits on a pro-rated basis.

Section 8. Requests for the use of vacation shall be made to the immediate supervisor. Vacation requests of more than two (2) consecutive days shall be made at least 7 days prior to the beginning of the leave. Approval shall be at the discretion of the Department Head but requests shall not be unreasonably denied.

Section 9. All unit members may opt to sell back up to ten (10) vacation days per year. Members may use this option twice per year in July and December with a maximum sell back of ten (10) days allowed annually which may be split into two (2) segments for payment in both July and December, if the employee chooses, or all ten (10) days requested for either July or December. Any unit member who wishes to participate in the selling back of vacation must notify the Town of their intent to do so between June 1st and June 30th for a July payment and/or between November 1st and November 30th for a December payment.

ARTICLE XI

SICK LEAVE

Section 1. Employees shall be entitled to sick leave with pay which is earned at the rate of one (1) day per month, twelve (12) days per year. Sick leave credits may be accumulated to a maximum of one hundred eighty (180) days.

Section 2. New employees must complete at least six (6) months of service before entitled to use sick leave credits earned.

Section 3. The minimum charge for sick leave shall be fifteen (15) minutes and multiples thereof.

Section 4. An employee may be required to produce a physician's certification of his/her fitness to return to work for sick leave absences of three (3) or more consecutive work days.

Section 5. Subject to the approval of the immediate supervisor, employees shall be allowed to charge sick leave credits in the event of illness in the employee's immediate family. Approval to such requests shall not be unreasonably denied. For the purpose of this section, immediate family shall mean spouse, child, parent or the illness of any person residing with the employee.

Section 6. Employees hired in a bargaining unit position in a less than full time capacity shall earn and accrue sick leave credits on a pro-rated basis.

Section 7. Requests for sick leave shall be made within one (1) hour of the time scheduled to report.

Section 8. Employees who retire may apply any accumulated sick leave days towards their contribution for health insurance coverage. In addition, the Town shall provide all employees benefits pursuant to Section 41 (j) of the New York State Retirement and Social Security Law. Employees must choose between applying sick leave toward the contribution for health insurance or toward 41(j). Employees may not apply sick leave to both.

Section 9. Employees who use fewer than the equivalent hours to five (5) days of their accumulated sick leave shall be entitled to a lump sum of five hundred dollars (\$500), payable on the last paycheck of December. Employees who use the equivalent hours to between 5-9 days of their accumulated sick leave shall be entitled to a lump sum of three hundred fifty dollars (\$350), payable on the last paycheck of December. Employees are not eligible for a sick incentive bonus until they have been with the Town for one (1) year. If at any point an employee goes off payroll, they will not be eligible to receive a sick incentive bonus for that calendar year. Part time employee's days are based on the number of hours they will work in a day.

ARTICLE XII
OTHER LEAVES

Section 1. Personal Leave

(a) All bargaining unit employees shall be entitled to six (6) personal leave days per year. Personal leave will be granted at the beginning of each calendar year except that new employees will receive personal leave pro-rated from the date of employment to the end of that year.

(b) Personal leave remaining at the end of the year shall be converted to vacation leave unless requested in writing by the employee to be converted to Sick Leave.

(c) The minimum charge for personal leave shall be fifteen (15) minutes and multiples thereof.

Section 2. Bereavement Leave With Pay

(a) Employees shall be granted four (4) days bereavement leave with pay in the event of a death in the immediate family. Immediate family shall be defined as spouse, child, child's spouse, sister, brother, parent, grandparent, grandchild, mother-in-law or father-in-law of the employee and shall also include any person residing with the employee.

In the use of immediate family bereavement leave, an employee's use of sick leave credits, to a maximum of 2 days, shall not be counted towards the sick leave incentive provision of the agreement.

(b) Two (2) days bereavement leave with pay shall be granted in the event of the death of a brother-in-law or sister-in-law or any other blood relative.

(c) With a supervisor's permission, sick leave or personal leave may be taken in conjunction with bereavement leave.

Section 3. Leave of Absence Without Pay

(a) A leave of absence without pay may be granted, for a period not to exceed six (6) months, at the discretion of the Town Board.

(b) Employees on an approved leave of absence without pay shall not accrue any other leave benefits while on such leave of absence.

Section 4. Employee Organization Leave

(a) The CSEA Unit President, or designee, shall be granted three (3) days leave per year, without charge to accumulated credits, to attend CSEA Annual Convention's, Conferences or Workshops.

ARTICLE XII

OTHER LEAVES (CONTINUED)

(b) Requests for the use of such leave shall be made at least two (2) weeks prior to the required attendance.

Section 5. Leave Mandated By Law

In addition of leaves of absence provided for by these Rules and Regulations, all employees shall be entitled to such other paid or unpaid leaves as may be provided for by law to such extent and on such terms and conditions as may be specified thereby including, but not limited to, military leave. Any employee using military leave shall submit a copy of their orders with the time record(s) where such leave was used.

ARTICLE XIII

DISCIPLINE AND DISCHARGE

Section 1. All employees shall be considered permanent upon the completion of one (1) year of service.

Section 2. Prior to the implementation of any proposed disciplinary action, including dismissal, permanent employees shall be given written charges and specification to the alleged incidents leading to the disciplinary charge.

Section 3. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without first having an opportunity to have a Union Representative present.

Section 4. In appealing the disciplinary charge, the grievance procedure, as provided for within this Agreement, shall be utilized.

Section 5. No penalty may be implemented prior to the full utilization of the grievance procedure or unless mutually agreed to at any step in the grievance procedure.

Section 6. Instances when the Town determines that an employee's continued presence on the job would constitute a health or safety problem, the employee may be suspended for a period up to 30 days. In such instances, the employee may process his/her disciplinary grievance directly to Step 3.

Section 7. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than six (6) months prior to the written notice of discipline.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. The established procedure for processing contract disputes and grievances shall be the attached Appendix "B".

ARTICLE XV

VACANCIES AND JOB OPENINGS

Section 1. Whenever a vacancy or job opening occurs within the bargaining unit on any job assignment, the Town shall post such notice at each work location bulletin board for at least fifteen (15) calendar days prior to the filling of the vacancy or job opening.

Section 2. Notices of vacancies or job openings shall contain a description of the position to be filled, the minimum qualifications for the position, and the work hours of the position.

Section 3. Interested bargaining unit employees shall submit an application in writing to the Town during this fifteen (15) day period.

Section 4. The Town shall fill such vacancy or job opening from among those employees who have applied and who meet the required qualifications. If there is more than one (1) applicant who is equally qualified for the position, then such position shall be filled on the basis of seniority.

Section 5. The Town shall provide to the CSEA Unit President a copy of all personnel transactions involving bargaining unit employees within a reasonable time. (i.e., new hires, promotions, transfers, resignations, retirements, etc.)

ARTICLE XVI

SENIORITY

Section 1. Seniority shall be defined as the length of service an employee has completed from the actual date of hire within job classification in the Town of Guilderland.

Section 2. Seniority shall be the basis for selection of regular days off, vacation, shifts, job assignments and overtime.

Section 3. The Town shall provide to the CSEA Unit President a seniority listing of all employees within the bargaining unit.

ARTICLE XVI

SENIORITY (CONTINUED)

Section 4. An employee who is on a leave of absence of 90 calendar days or less shall continue to accrue benefits and seniority. For leaves of absence greater than 90 calendar days, the employee shall cease to accrue benefits until returned to work status. In regard to seniority for leaves of over 90 calendar days, the seniority date shall be decreased by the amount of the entire leave.

ARTICLE XVII

LAYOFF PROCEDURE

Section 1. In the event of a reduction of the work force, the employee with the least amount of service shall be laid off first.

Section 2. Employees terminated as a result of a layoff shall be rehired in the inverse order of the layoff prior to the Town recruiting new employees.

ARTICLE XVIII

INDEMNIFICATION CLAUSE

The Town shall provide legal and financial protection for members of the bargaining unit sued for action taken in the course of employment.

ARTICLE XIX

LABOR-MANAGEMENT COMMITTEE

Section 1. The Town of Guilderland and the Civil Service Employees Association Unit shall form a Labor Management Committee to meet, at least quarterly, and make a sincere effort to resolve the problems both within and outside of the present contract that exists between the two parties. The Committee shall be comprised of two (2) representatives from the Union and two (2) representatives from the employer. The Committee shall meet within five (5) working days of written notice to the other that it wishes that Committee to convene. The notice shall contain the agenda for the meeting.

ARTICLE XX

SAFETY

Section 1. The Town agrees to comply with all Federal and State health and safety laws, standards and regulations, including the Occupational Safety and Health Act of 1970.

Section 2. The CSEA and individual workers may exercise all their rights to secure a safe and healthful workplace, without threats, loss of pay or other reprisals of any kind. The exercise of these rights shall in no way supersede or nullify the rights guaranteed by this contract.

Section 3. All reports, citations, order, appeals and correspondence between the Town and the State and Federal health and safety authorities shall be provided to the Union.

ARTICLE XXI

LUNCH/BREAK ROOM

The Town agrees to provide an employee lunch/break room to be used exclusively by employees of the Town of Guilderland during working hours.

ARTICLE XXII

SAVINGS CLAUSE

If any Article or part thereof of this Agreement or addition thereto should be decided to be in violation of any federal, state or local law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

ARTICLE XXIII

PAST PRACTICE

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Town, unless specifically excluded by this Agreement, shall remain in full force and effect during the life of this Agreement.

ARTICLE XXIV

PERSONAL HISTORY FILES

An employee shall have the opportunity to review their personal history file in the presence of an appropriate Official of the Town upon five (5) days' notice to the Town.

Employees shall be notified of all derogatory material, in reference to employment activities, placed in their personnel folder at the time of placement. Employees may also submit a rebuttal of reasonable length on any such derogatory material placed in their personnel folder.

ARTICLE XXV

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVI

DURATION

This agreement shall become effective January 1, 2025 and shall continue in full force and effect until December 31, 2027.

FOR THE TOWN OF GUILDERLAND



Peter Barber, Town Supervisor

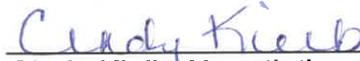


Darci Efaw, Town Comptroller

FOR THE TOWN OF GUILDERLAND
TOWN HALL UNIT # 601401 OF
ALBANY COUNTY LOCAL # 801



Susan Merkley, CSEA Unit President



Cindy Kielb, Negotiations Team



Louis Vitelli, Negotiations Team



Eric Muldoon, CSEA LRS

Appendix A Salary Schedule - 2024 (3.0%)

TITLE	HIRE	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5
Administrative Aide	48,477	50,073	51,667	53,264	54,858	56,451
Assessment Clerk	41,966	44,002	46,039	48,071	50,111	52,143
Building Inspector	52,070	54,674	57,279	59,883	62,488	65,089
Building Maintenance Foreman	32,323	33,614	34,915	36,210	37,509	38,807
Building/Zoning Inspector	52,695	55,329	57,986	60,594	63,443	66,108
Clerk I	34,812	36,652	38,493	40,330	42,171	44,012
Clerk/Typist 1 Keyboard Specialist Data Entry Operator	36,627	38,471	40,308	42,149	43,990	45,830
Clerk/Typist 2 Sr. Keyboard Specialist Asst. Coord. Senior Citizen Services	41,271	43,372	45,473	47,574	49,676	51,774
Code Enforcement Officer	46,386	48,648	50,911	53,174	55,436	57,699
Computer Network Admin.	51,912	54,517	57,122	59,724	62,329	64,929
Courier / Messenger	28,963	30,246	31,526	32,807	34,088	35,369
Court Clerk Court Scheduling Liaison	41,367	43,469	45,571	47,672	49,773	51,875
Custodial Worker	16.44	17.07	17.69	18.33	18.95	19.58
Fire Inspector	39,305	40,877	42,449	44,021	45,595	47,167
Receptionist	32,824	34,278	35,729	37,182	38,637	40,092
Records Coordinator	36,383	38,280	40,176	42,072	43,969	45,866
Sr. Assessment Clerk	48,145	50,453	52,759	55,068	57,376	59,684
Sr. Cit. Outreach Worker	32,449	33,747	35,044	36,339	37,636	38,936
Sr. Citizen Bus Dispatcher	33,167	34,603	36,021	37,472	38,905	40,339
Sr. Citizen Bus Driver	16.97	18.10	19.23	20.34	21.46	22.64
Zone Enf. Officer	50,459	53,232	56,006	58,782	61,559	64,333

Advancement through the above salary schedule steps shall become effective on employee's anniversary date of hire.

Appendix A Salary Schedule - 2025 (3.0% with adjustments)

TITLE	HIRE	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5
Administrative Aide	49,931	51,575	53,218	54,862	56,504	58,145
Assessment Clerk	43,225	45,322	47,420	49,513	51,614	53,707
Building Inspector	53,632	56,314	58,997	61,679	64,362	67,041
Building/Zoning Inspector	54,275	56,989	59,725	62,412	65,346	68,091
Clerk I	35,857	37,752	39,648	41,540	43,436	45,333
Clerk/Typist 1 Keyboard Specialist Data Entry Operator	38,459	39,625	41,517	43,414	45,310	47,205
Clerk/Typist 2 Sr. Keyboard Specialist Asst. Coord. Senior Citizen Services Recreation Administrative Assistant	42,922	44,673	46,837	49,001	51,166	53,327
Code Enforcement Officer	47,777	50,108	52,438	54,769	57,099	59,430
Computer Network Admin.	53,469	56,152	58,835	61,516	64,199	66,877
Courier / Messenger	30,030	31,154	32,471	33,791	35,110	36,430
Court Clerk Court Scheduling Liaison	42,608	44,773	46,939	49,102	51,266	53,432
Custodial Worker	18.00	18.75	19.50	20.25	21.25	22.00
Fire Inspector	40,484	42,103	43,723	45,342	46,963	48,582
Receptionist	34,137	35,306	36,801	38,298	39,796	41,295
Records Coordinator	37,475	39,428	41,381	43,335	45,288	47,242
Sr. Assessment Clerk	49,590	51,966	54,342	56,720	59,098	61,474
Sr. Citizen Bus Dispatcher	34,162	35,641	37,101	38,596	40,072	41,549
Sr. Citizen Bus Driver	18.25	19.00	20.00	21.00	22.25	23.50
Zone Enf. Officer	51,973	54,829	57,686	60,546	63,405	66,263

Advancement through the above salary schedule steps shall become effective on employee's anniversary date of hire.

Appendix A Salary Schedule - 2026

TITLE	HIRE	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5
Administrative Aide	51,429	53,123	54,814	56,508	58,199	59,889
Assessment Clerk	44,522	46,682	48,843	50,999	53,163	55,319
Building Inspector	55,241	58,004	60,767	63,530	66,293	69,053
Building/Zoning Inspector	55,904	58,699	61,517	64,285	67,307	70,134
Clerk I	36,932	38,884	40,837	42,786	44,739	46,693
Clerk/Typist 1 Keyboard Specialist Data Entry Operator	39,612	40,814	42,763	44,716	46,669	48,621
Clerk/Typist 2 Sr. Keyboard Specialist Asst. Coord. Senior Citizen Services Recreation Administrative Assistant	44,209	46,013	48,242	50,471	52,701	54,927
Code Enforcement Officer	49,210	51,611	54,011	56,412	58,812	61,213
Computer Network Admin.	55,073	57,837	60,600	63,361	66,125	68,883
Courier / Messenger	30,931	32,088	33,446	34,805	36,164	37,523
Court Clerk Court Scheduling Liaison	43,886	46,116	48,347	50,576	52,804	55,035
Custodial Worker	18.54	19.31	20.09	20.86	21.89	22.66
Fire Inspector	41,699	43,367	45,034	46,702	48,371	50,039
Receptionist	35,161	36,365	37,905	39,447	40,990	42,534
Records Coordinator	38,599	40,611	42,622	44,635	46,647	48,660
Sr. Assessment Clerk	51,077	53,525	55,972	58,421	60,871	63,319
Sr. Citizen Bus Dispatcher	35,187	36,710	38,214	39,754	41,274	42,796
Sr. Citizen Bus Driver	18.80	19.57	20.60	21.63	22.92	24.21
Zone Enf. Officer	53,532	56,474	59,416	62,362	65,308	68,250

Advancement through the above salary schedule steps shall become effective on employee's anniversary date of hire.

Appendix A Salary Schedule - 2027

TITLE	HIRE	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5
Administrative Aide	52,972	54,716	56,458	58,203	59,945	61,686
Assessment Clerk	45,857	48,082	50,308	52,529	54,758	56,978
Building Inspector	56,899	59,744	62,590	65,435	68,282	71,124
Building/Zoning Inspector	57,581	60,460	63,363	66,213	69,326	72,238
Clerk I	38,040	40,051	42,062	44,070	46,082	48,093
Clerk/Typist 1 Keyboard Specialist Data Entry Operator	40,801	42,038	44,046	46,058	48,069	50,080
Clerk/Typist 2 Sr. Keyboard Specialist Asst. Coord. Senior Citizen Services Recreation Administrative Assistant	45,536	47,393	49,689	51,985	54,282	56,575
Code Enforcement Officer	50,687	53,159	55,632	58,104	60,577	63,049
Computer Network Admin.	56,725	59,572	62,418	65,262	68,109	70,950
Courier / Messenger	31,859	33,051	34,449	35,849	37,249	38,649
Court Clerk Court Scheduling Liaison	45,203	47,500	49,797	52,093	54,388	56,686
Custodial Worker	19.10	19.89	20.69	21.48	22.54	23.34
Fire Inspector	42,950	44,668	46,385	48,103	49,823	51,541
Receptionist	36,216	37,456	39,042	40,630	42,220	43,810
Records Coordinator	39,757	41,830	43,901	45,974	48,047	50,119
Sr. Assessment Clerk	52,610	55,131	57,651	60,174	62,697	65,218
Sr. Citizen Bus Dispatcher	36,243	37,812	39,361	40,946	42,512	44,080
Sr. Citizen Bus Driver	19.36	20.16	21.22	22.28	23.61	24.93
Zone Enf. Officer	55,138	58,168	61,199	64,233	67,267	70,298

Advancement through the above salary schedule steps shall become effective on employee's anniversary date of hire.

APPENDIX "B"

DISPUTE AND GRIEVANCE PROCEDURE

Section 1. Declaration of Principle

It is the intent of the Town and the Association that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that this procedure must be available without any fear of discrimination because of its use.

Every employee shall have the right to present their grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages of the grievance procedure.

Section 2. Subject Matter

A "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the employment contract, existing laws, rules, procedures, regulations, administrative order or work rule or any other condition of employment which relates to or involves the employee(s).

Section 3. Submission of Grievances

Initial Stage

A. An employee who claims to have a grievance shall present his/ her grievance to the immediate supervisor orally, within thirty (30) days after the grievance occurs, or becomes known to the employee.

B. The immediate supervisor shall discuss the grievance with the employee; shall make such investigation as necessary, and shall consult with his/her superiors if necessary on an informal basis.

C. Within three (3) days after the presentation of the grievance, the immediate supervisor shall make his/her decision and communicate the decision to the employee presenting the grievance and to the employee's representative, if any.

Second Stage

A. If an employee presenting a grievance is not satisfied with the decision made by the immediate supervisor, he/she may, within ten (10) days thereafter, request a review and

APPENDIX "B" / DISPUTE & GRIEVANCE PROCEDURE (CONTINUED)

Section 3. Submission of Grievances (continued)

Second Stage (continued)

determination of the grievance by the Department Head. Such request must be in writing and shall contain a statement as to the specific nature of the grievance and the facts relating to it. Such request shall be served upon both the Department Head and the immediate supervisor.

B. The Department Head or nominee may, and at the request of the employee, hold a hearing within five (5) days after receiving the written request and statement from the employee. The employee and his/her representative, if any, may appear at the hearing and present oral statements or arguments.

C. Within five (5) days after the close of the hearing, the Department Head, or nominee, shall make his/her decision and communicate the same to the aggrieved presenting the grievance, and to the employee's representative, if any.

Third Stage

A. If the employee presenting the grievance is not satisfied with the response of the Department Head, the employee may forward the grievance to the Town Supervisor within ten (10) days.

B. The Town Supervisor or designee, shall meet with the employee and his/her representative and issue a written decision not later than fifteen (15) days following receipt of the Third Stage Appeal.

Final Stage

A. If the employee presenting the grievance is not satisfied with the decision of the Town Supervisor or nominee, he/she may, within ten (10) days thereafter and with the consent of CSEA, refer the grievance to binding arbitration through the Public Employment Relations Board. The decision of the arbitrator shall be final and binding. The Town and CSEA agree to share equally the cost of the arbitrator.

Section 4. General Considerations

A. Class grievances involving more than one (1) employee may be submitted by the Association and shall commence at the Third Step.

B. Any meeting or any stage in the grievance procedure may be waived if both parties consent.

CDPHP® EPO Plan Benefit Summary



Plan Code: EA78L25(Pending DFS Approval)
 Group ID: 10008401
 Presented For: Town of Guilderland
 Date Prepared: 9/10/2024
 Effective Date: 1/1/2025

In-Network

Cost Sharing Information	
Deductible	N/A Single / N/A Family
Out of Pocket Maximum	\$9,200 Single / \$18,400 Family (Embedded)
Office Visits	
PCP	\$25 Copayment
*PCP Cost share waived for members that are under the age of 19	
Specialist	\$40 Copayment
Telemedicine	
Preferred Live Video Doctor Visits (Doctor on Demand, Foodsmart, MovN)	Covered in Full
Other Participating Telemedicine Providers (Valera, aptihealth)	\$25 Copayment
Telehealth services from a CDPHP Network provider (PCP or Specialist)	PCP or Specialist cost share based on provider
Preventive and Well Care Services*	
Well Baby and Child Care including immunizations	Covered in full
Annual Adult Exam (One exam per plan year regardless if 365 days have passed)	Covered in full
Mammography	Covered in full
Annual Pap Test and Ob/Gyn Exam	Covered in full
Prostate Cancer Screening	Covered in full
Bone Density Tests	Covered in full
*Cost sharing may apply to diagnostic care	
Hospital Services	
Inpatient Hospital (semi-private room, anesthesia, X-Ray, lab tests, etc)	\$240 Copayment
Outpatient Surgery Facility	\$75 Copayment
Maternity Services*	
Maternity - Routine Prenatal Care and Postnatal Care	Covered in Full*
Maternity - Inpatient Hospital Services	\$240 Copayment
Newborn Nursery	Covered in full
*(Non-routine services may result in an additional cost share)	
Emergency Care	
Worldwide Emergency Room Care (waived if admitted inpatient)	\$100 Copayment
Ambulance	\$100 Copayment
Urgent Care	
When seeking care within CDPHP's Service Area, a participating Urgent Care Center must be used.	\$35 Copayment
Diagnostic Testing*	
Outpatient Hospital or Office Based Laboratory Services: * Copayment waived if provider is a preferred laboratory.	\$40 Copayment
Outpatient Hospital or Office Based Radiology and Imaging Services (X-ray, Ultrasound): * Copayment waived if provider is a preferred center.	\$40 Copayment
Outpatient Hospital or Office Based Advanced Imaging Services (MRI, CT Scan, PET Scan):	\$140 Copayment
Behavioral Health Services	
Mental Health/Substance Use Inpatient Services	\$240 Copayment
Mental Health/Substance Use Office-Based Services (Including Telemedicine Providers (Valera, aptihealth))	\$25 Copayment
*(Up to 20 visits per plan year may be used for substance use family counseling.)	
Outpatient Rehabilitation Services	
Physical Therapy (30 visits per benefit period)	\$40 Copayment

CDPHP® EPO Plan Benefit Summary



Plan Code: EA78L25(Pending DFS Approval)
 Group ID: 10008401
 Presented For: Town of Guilderland
 Date Prepared: 9/10/2024
 Effective Date: 1/1/2025

	In-Network
Speech Therapy (20 visits per benefit period)	\$40 Copayment
Occupational Therapy (30 visits per benefit period)	\$40 Copayment
Condition Support Services	
Home Health Care	Covered in full
Skilled Nursing Facility	\$240 Copayment (45 days per plan year)
Chemotherapy/Radiation Therapy visit	\$25 Copayment
Prosthetic Devices and Durable Medical Equipment	50% Coinsurance
Diabetic Services	
Insulin	Covered in full
Oral Medications	\$25 Copayment
Needles and Syringes	\$25 Copayment
Diabetic DME (Insulin Pumps/Omni Pods, Glucose Monitors)	\$25 Copayment
Vision Services	
Laser Eye Surgery	Up to a maximum of \$750 reimbursement for eligible eye surgeries and consultations per lifetime
Wellness Care	
Weight Management	Up to a \$100 reimbursement available for participation in a weight loss program
Fitness Reimbursement	Subscribers can be reimbursed up to \$400 per plan year for qualified fitness activities. Of the \$400, up to \$200 can be applied for reimbursement of wearable fitness devices. Covered dependents can be reimbursed up to a combined \$200 for qualified fitness activities and youth sports fees for members under age 18. Of the \$200, up to \$100 can be applied for reimbursement of wearable fitness devices.
Child Birthing Classes	Up to \$75 reimbursement available for completion of child birthing class
Doula Reimbursement (A doula is a trained companion who supports another person through pregnancy and childbirth)	\$1,500
Life Points Rewards	Participating (Up to \$365 Life Points per contract per calendar year)
Acupuncture (10 visit limit per plan year for acupuncture services)	\$40 Copayment
Nutritional Counseling	\$40 Copayment
Chiropractic Benefits	\$40 Copayment

This Summary of Benefits is intended to provide a general outline of coverage. In the event of any conflict between this document and the member's Certificate and any applicable Rider(s) issued by CDPHP, the Certificate and Rider(s) will be the controlling documents.

CDPHP UBI gives you access to more than 825,000 participating practitioners and providers nationwide, including many of the major hospitals, and a variety of value-added services to help you and your family stay healthy. If you have a question or wish to receive additional information, please contact the CDPHP marketing department at (518) 641-5000 or 1-800-993-7299 or visit our Web site at www.cdphp.com.

All in-network Preauthorization requests are the responsibility of Your Participating Provider. You will not be penalized for a Participating Provider's failure to obtain a required Preauthorization. However, if services are not Covered under the Certificate, You will be responsible for the full cost of the services.

Some plans may have reduced cost-share for office-based mental health and substance use disorder services to ensure the plan meets federal behavioral health parity regulations. Please refer to the Mental Health/Substance Use Office-Based Services section of the summary and your member materials for correct cost-share information.

CDPHP® EPO Plan Benefit Summary



Plan Code: EA78L25(Pending DFS Approval)
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Your employer has chosen the following rider(s) to modify the Plan under which you would be covered as a CDPHP Member.

Domestic Partnership	
Rider Name	ELG12
Description	Provides coverage for an eligible same or opposite sex domestic partner and his or her eligible dependent children.
Medicare Split Family Rider	
Rider Name	ELGMC
Description	Medicare Split Family Rider
Pharmacy Coverage	
Rider Name	EPRXL70A25
Description	Preferred Retail Prescription Drugs (30 Day Supply)
	Tier 1 Drugs* \$10
	Tier 2 Drugs \$40
	Tier 3 Drugs \$70
	Non-Preferred Retail Pharmacy (30 Day Supply)
	Tier 1 Drugs 50%
	Tier 2 Drugs 50%
	Tier 3 Drugs 50%
	Specialty Drugs \$70
	<p>*Copay/Coinsurance waived for members under age 19 Prescription drug benefit as follows, \$250, deductible then \$10 copayment for 30-day supply of covered Preferred Tier 1 drugs. \$40 copayment for 30-day supply of covered Preferred Tier 2 drugs. \$70 copayment for 30-day supply of Preferred Tier 3 drugs. Mail order, 2.0 Preferred Tier Copayments for a 90-day supply. Prescriptions must be written by a duly licensed health care provider and filled at a participating pharmacy, unless otherwise authorized in advance by CDPHP. Specialty drugs are not eligible for the mail order program. Prescription drugs are not subject to the plan deductible, if applicable. The Rx Deductible does not apply to Tier 1 and Mail order drugs.</p>
Surviving Spouse	
Rider Name	ELG17
Description	Extends eligibility for surviving spouse and dependents upon the death of the subscriber.