
AGREEMENT

by and between the
TOWN OF GUILDERLAND

and the

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



Town of Guilderland Unit "A"
Albany County Local 801

January 1, 2025 – December 31, 2027

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PREAMBLE

THIS AGREEMENT is made this 27th 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 Town of Guilderland Unit "A" 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 Unit of the Albany County Local #801 pursuant to the terms of the certification issued on November 19, 1984, 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 full and part-time Telecommunicators, Sr. Telecommunicators and Animal Control Officers.

Part-time shall be defined as employment where the hours worked are less than fifty percent of the regular work week contained within the Work Day/Work Week provision of this Agreement.

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 sex, nationality, race, creed, color, 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.

ARTICLE IV
RECIPROCAL RIGHTS (CONTINUED)

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.

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

Section 7. 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 8. 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 Telecommunicator, and shall be considered the salary schedule for those employees for 2025, as reflected in Appendix "A". All employees who are off step shall have their salary increased by the same percentage. The salary schedule Telecommunicator shall be adjusted as indicated in Appendix "A".

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". 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". All employees who are off step shall have their salary increased by the same percentage.

Section 4. Longevity: In addition to the above, employees shall receive longevity service pay of \$250.00 after five (5) years of service, an additional \$1,000.00 after ten (10) years of service, an additional \$1,000.00 after fifteen (15) years of service, an additional One Thousand dollars (\$1000) after twenty (20) years of service, an additional one thousand two hundred 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

WORKDAY AND WORKWEEK

Section 1.

(a) The regular workday and workweek for Telecommunicators shall be 8 hours per day, 40 hours per week during the following work schedule:

11:00 P.M. - 7:00 A.M. ("A" Shift)
7:00 A.M. - 3:00 P.M. ("B" Shift)
3:00 P.M. - 11:00 P.M. ("C" Shift)

(b) Telecommunicators shall work five (5) consecutive eight (8) hour shifts with two (2) consecutive days off.

(c) Telecommunicators workday/workweek schedules shall be posted by the 20th day of the month preceding the work required.

Section 2. The regular workweek for Animal Control Officers shall be 40 hours per week. The workweek schedules shall be Wednesday to Saturday 6:00 a.m. to 4:00 p.m. and Sunday to Wednesday 6:00 a.m. to 4:00 p.m., and shall be bid by seniority when a workweek schedule becomes vacant. With mutual agreement between the Town and CSEA, the workweek schedules may be modified to fit the needs of the Town and the Animal Control Officers.

Section 3. In addition to a one-half (1/2) hour lunch period, employees shall be entitled to two (2) 15 minute paid breaks.

Section 4. There shall be no rescheduling of an employee's workday or workweek to avoid the payment of overtime.

Section 5. Changes to the above work day/work week may not be made during the life of the Agreement without prior consultation and 30 days advance notice.

Section 6. Effective January 1, 2025, there shall be a shift differential paid as follows:
"A" Shift - .65 per hour
"C" Shift - .55 per hour

Section 7. Telecommunicator shift bidding language to be discussed and agreed upon through a Labor/Management meeting.

ARTICLE VII

OVERTIME AND OTHER EMOLUMENTS

Section 1. Overtime compensation of time and one-half of the employees' hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week. Pass days, and the use of leave credits and holidays shall be considered as time worked in the computation of overtime.

Section 2. Compensatory time shall be computed on the basis of one and one-half (1 ½) hours for each hour of overtime earned. Employees may elect to take all or part of the overtime earned in compensatory time.

An employee shall be free to use his/her compensatory time leave on any day or dates he/she elects to do so provided that, at the time of the request, granting the compensatory time off will not cause the Town to incur the payment of overtime. The Town may, at their discretion, waive this provision and allow the employee to take compensatory time leave regardless of whether the Town incurs the payment of overtime.

An employee may request compensatory time leave in increments of not less than one (1) hour.

Employees may accumulate up to a maximum of sixty (60) hours of compensatory time leave.

All accumulated compensatory time is to be used within the calendar year of earning such time. If it is not, it shall be paid out to the employee at the end of the calendar year.

In the event of death, retirement, or separation from employment for any reason, the employee shall be compensated in cash for all accumulated compensatory time that remains unused.

Section 3. There shall be no rescheduling of employees' tours of duty to avoid the payment of overtime except in situations where at least forty-eight (48) hours of advance notice is given.

Section 4. Overtime shall be assigned on a rotational basis with a list established by seniority. In the event an employee refuses overtime or is unavailable to perform the overtime, that employee name shall go to the bottom of the overtime rotational list.

Section 5. In the event that all available Telecommunicators refuse or are unable to accept the overtime assignment, the Senior Telecommunicator will assign the overtime work as an order to come in. The person assigned the order will be based on a rotation list.

ARTICLE VII

OVERTIME AND OTHER EMOLUMENTS (CONTINUED)

Section 6. Should a situation occur when a Town official cannot be contacted for overtime assignment in Section 5 above, the employee on duty shall remain on duty for an additional four (4) hours, with the employees scheduled on the subsequent shift to come in four (4) hours early. Employees who are mandated to work under this situation shall be paid a pay differential of five dollars (\$5.00) per hour in addition to their overtime rate for all mandated work hours.

Section 7. Recall Pay

Two (2) hours of recall pay shall be paid to Telecommunicators who have left the workstation and are called back into work when such notice of recall is four (4) hours or less.

Two (2) hours of recall pay shall be paid to the Animal Control Officers when they are called into work after they have already left or before they are to report for normal duty.

Section 8. Minimum Pay for Meetings/Training

In instances where employees are required to attend mandated training sessions, job related courses or meetings or court appearances held outside the employee's regular work hours, the employee shall be paid a minimum of two (2) hours pay at the appropriate rate.

Section 9. Mileage Reimbursement

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

Section 10. Tuition Reimbursement

The Town agrees to establish a pool of \$2,000 per year for job related courses, subject to prior approval by the Chief of Police. The parties agree to develop specifics of this provision by mutual agreement.

Section 11. Telecommunicators shall receive a \$1.50 per hour premium pay for all hours worked when training a new Telecommunicator. Training assignments shall be made to the most senior qualified Telecommunicator on the shift. For purposes of this Article, a Telecommunicator shall be deemed qualified if he or she has received APCO training to train a new Telecommunicator. However, a Telecommunicator who has not received APCO training shall be entitled to the \$1.50 per hour premium pay in the event he or she is directed to train a new Telecommunicator.

ARTICLE VIII

PENSION AND INSURANCE

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

Section 2. (a) The Town shall provide health insurance coverage inclusive of a prescription drug program. The full cost of premiums for employees shall be paid by the Town.

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

Effective January 1, 2009, for those hired after 1/1/86, the Town shall pay 60% of the cost of the premiums for the employee's dependents and the full cost of the premiums for employees.

(b) Effective 1/1/12, the Town will provide the CDPHP plan known as the 25/40 copay plan. The details of this plan are attached in Appendix "C". The Town agrees that it will not change these co-pays and levels of benefit unless agreed upon by both parties.

The CDPHP rider 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.

The Town shall continue to provide health insurance coverage for employees. If the current health insurance carriers either cancel or modify the current benefit package(s), or the Town wishes to adopt a new insurance plan or carrier, CSEA and the Town agree to reopen negotiations solely on this issue. In addition, the Town agrees to provide CSEA with reasonable advance notice if the above circumstances are to occur.

Section 4. 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.

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

Section 5. The Town shall continue to provide the current Life Insurance benefits.

Section 6. Employees who are eligible for coverage under the Town's health insurance program but elects 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 AND INSURANCE (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 7. During the first quarter of 1998, the Town shall provide for the implementation of a Section 125 "Cafeteria 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. The thirteen (13) holidays listed below plus one represent the pass days that are discussed in Section 3.

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Day | 9. Election Day |
| 3. President's Day | 10. Veteran's Day |
| 4. Memorial Day | 11. Thanksgiving Day |
| 5. Juneteenth | 12. Day After Thanksgiving |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | |

Section 2. 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.

ARTICLE IX

HOLIDAYS (CONTINUED)

Section 3. For employees within the Police Dispatch Unit, in lieu of the holiday schedule in Section 1 above, employees shall be entitled to fourteen (14) pass days per year as scheduled by mutual agreement with the Sr. Telecommunicator. For Animal Control Services, in lieu of the holiday schedule in Section 1 above, employees shall be entitled to fourteen (14) pass days per year.

Section 4. Any employees, other than Telecommunicators, who are required to work on the actual holiday of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and/or Christmas Day shall receive the pass day plus one and one-half times their rate for all regular hours worked on said holidays.

Section 5. Telecommunicators who are required to work the actual Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day or New Year's Day shall receive the pass day plus double the rate of pay for all hours worked on said holidays.

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. Effective January 1, 1986, 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

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

ARTICLE X

VACATION (CONTINUED)

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; provided, however, that in the event of death, retirement or separation from Town service, an employee may only 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. Seniority will determine the order of preference to be given to requests for vacation leave if requests are submitted prior to March 1 of each year.

Section 8. 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 9. 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 before the fifteenth day of the previous month in which they are to be taken.

Section 10. Effective January 1, 1998 employees may opt to sell back up to five (5) vacation days per year. Employees may use this option twice per year in July and December with a maximum sell back of five (5) days allowed annually which may be split into two (2) segments for payment in both July and December, if the employee chooses, or all five (5) days requested for either July or December. Any employee who wishes to participate in the selling back of vacation must notify the Town of their intention 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. The minimum charge for sick leave shall be fifteen (15) minutes and multiples thereof.

Section 3. 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 4. 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 or dependent living in the same household.

Section 5. 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 6. Requests for sick leave shall be made at least two (2) hours before the time scheduled to report.

Section 7. 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 8. To foster better attendance and full productivity, thereby insuring a proper level of service to the citizenry of the Town, the Employer agrees to pay employees the following annual amounts as an incentive to reduce the usage of sick leave:

0 hours	-\$750.00
.25 hours- 32 hours	- \$500.00
over 32 hours, but less than 64 hours	- \$350.00
64 hours and over	- -0-

ARTICLE XII
OTHER LEAVES

Section 1. Personal Leave

- (a) All bargaining unit employees shall be entitled to six (6) personal leave days per year, credited upon January 1st of each year.
- (b) New employees must complete at least six (6) months of service before being entitled to personal leave use.
- (c) Unused Personal leave from the previous year shall be converted to sick or vacation leave at the employee's option on January 1st.
- (d) The minimum charge for personal leave shall be fifteen (15) minutes and multiples thereof.
- (e) Requests for the use of personal leave shall be made at least twenty-four (24) hours prior to the time being requested. However, in emergency situations, requests made before the twenty- four (24) hour notice period, shall not be unreasonably withheld.

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, mother (natural, step or foster), father (natural, step or foster), brother, sister, grandparents, mother-in-law, father-in-law or any blood relative residing in the household.

In the use of immediate family bereavement leave, an employee's use of sick leave credits, to a maximum of two (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.

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.

ARTICLE XII

OTHER LEAVES (CONTINUED)

Section 4. Employee Organization Leave

(a) An employee who is a delegate to the CSEA Annual Convention shall be granted three (3) days leave per year, without charge to accumulated credits, to attend the CSEA Annual Convention.

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

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.

Section 8. All disciplinary actions, letters of counsel, and/or letters of reprimand shall be removed from an employee's personnel file after two (2) years from the date of the discipline or letter.

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 or work shift, the Town shall post such notice on the Department 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. Out-of-Title Work

When an employee is assigned to duties of a higher nature and a higher classification, that employee shall be paid the higher rate of pay commencing with the first hour. Payment shall be made at the corresponding salary schedule step of the higher position.

Section 6. If an employee volunteers to accept and perform the duties of a lower nature and lower classification; that employee shall be paid the lower rate of pay during that period with payment made at the corresponding salary step.

Section 7. Promotion Pay Rate

Effective January 1, 1998, employees who are promoted will be paid at the hiring rate of the higher position or will be placed on the salary step level closest to at least a 3% increase, whichever is greater.

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.

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.

The Town and CSEA agree to refer the issue of Education and Training leave benefits to the Labor-Management Committee established in this Agreement.

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

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 XXII

UNIFORMS

Section 1. The basic uniform and equipment for Director of Animal Services and Dispatchers shall consist of and be issued as follows:

ACO Telecommunicator

Long Sleeve Shirts	1	2
Short Sleeve Shirts	1	3
Trousers/Skirt	1	3
Sweater	1	1
Hat	1	-
Ties/Clasp	1	2
Shoes	2	1
Boots, Winter	2	1
Socks	6	6
Winter Jacket	1	1
Belt	1	1
Collar Brass/Badges	2	2
Name Tags	2	2
Raincoat	1	-
Gloves	1	-
Flashlight	1	-
Patches	1	1
Coveralls	1	-
Utility Uniform	3	

(Polo shirts, Heavy Duty Pants, and Job Shirts)

Section 2. The Town shall, upon satisfactory evidence, repair or replace an employee's articles of uniform, which are required to be repaired or replaced, as a result of normal usage, wear and tear in the performance of required duties, to a maximum expense of Five Hundred Dollars (\$500) per year.

Section 3. Effective 1/1/16, the Town shall no longer provide each employee an amount of \$300 per year to help defray the cost of dry cleaning uniforms. This is eliminated as a separate benefit effective 1/1/16. The amount will be added to base pay on 1/1/16 prior to the calculation of the % increase for 2016. Please see Article V, Section 1.

Section 4. The Town will provide separate reimbursement up to a maximum of two hundred and fifty dollars (\$250) per year for personal articles (eyeglasses, watches, etc.) belonging to an Animal Control Officer which are damaged, lost or destroyed as a direct result of the performance of the employee's duties. Payment will be made upon the presentation of evidence satisfactory to the Chief of Police and will be within his discretion.

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

FOR CSEA TOWN OF GUILDERLAND
UNIT "A" OF ALBANY COUNTY LOCAL #
801


Peter Barber
Town Supervisor


Michael Duda
Unit President


Darci Efaw
Director of Human Resources


Jordyn Austin
Negotiations Team


Eric Muldoon
Labor Relations Specialist

Appendix A Salary Schedule

2025							
3.0% for Animal Control Officer, Dir. of Animal Control and Sr. Telecommunicator							
Adjusted Salary for Telecommunicator							
Addition of After 6 Step							
TITLE	HIRE	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5	AFTER 6
Animal Control Officer	48,420	49,855	51,290	52,726	54,162	59,251	61,622
Director of Animal Services	56,088	57,758	59,422	61,075	62,774	68,700	71,448
Telecommunicator	50,975	52,759	54,546	56,336	58,135	62,833	65,347
Sr. Telecommunicator	70,005	73,364	75,224	80,077	83,430	86,879	88,617

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

2026 (3.0%)							
TITLE	HIRE	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5	AFTER 6
Animal Control Officer	49,872	51,351	52,829	54,307	55,787	61,029	63,471
Director of Animal Services	57,771	59,491	61,205	62,907	64,657	70,761	73,591
Telecommunicator	52,504	54,342	56,182	58,026	59,879	64,718	67,307
Sr. Telecommunicator	72,105	75,565	77,481	82,479	85,933	89,485	91,275

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

2027 (3.0%)							
TITLE	HIRE	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5	AFTER 6
Animal Control Officer	51,368	52,891	54,414	55,937	57,460	62,860	65,375
Director of Animal Services	59,504	61,275	63,041	64,794	66,597	72,884	75,799
Telecommunicator	54,079	55,972	57,868	59,767	61,675	66,660	69,327
Sr. Telecommunicator	74,268	77,832	79,805	84,954	88,511	92,170	94,013

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 Sergeant/Communications orally, within thirty (30) days after the grievance occurs, or becomes known to the employee.

B. The Sergeant/Communications 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 Sergeant/Communications 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 Sergeant/Communications, he/she may, within ten (10) days thereafter, request a review and determination of the grievance by the Chief of Police. 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 Chief of Police and the Head Dispatcher.

B. The Chief of Police 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 Chief of Police, 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 Chief of Police, 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.

APPENDIX C

HEALTH INSURANCE SUMMARY

CDPHP[®] HMO Plan Benefit Summary

Plan Code: HA47L22 (Pending DFS Approval)
 Group ID: 10008401
 Presented For: Town of Guilderland
 Date Prepared: 9/24/2021
 Effective Date: 01/01/2022



	In-Network
Cost Sharing Information	
Deductible	N/A Single / N/A Family
Out of Pocket Maximum	\$8,700 Single / \$17,400 Family (Embedded)
Office Visits	
PCP	\$25 Copayment
Specialist	\$40 Copayment
Telemedicine	
Preferred Live Video Doctor Visits (Doctor on Demand, Foodsmart, MovN)	Covered in Full
Other Participating Telemedicine Providers (Valera, aptihealth, Brave)	\$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	\$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	
Nonparticipating urgent care facility services within the CDPHP service area are not covered	\$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 Services: * Copayment waived if provider is a preferred center.	\$40 Copayment
Behavioral Health Services	
Mental Health/Substance Use Inpatient Services	\$240 Copayment
Mental Health/Substance Use Outpatient Services	\$25 Copayment
*(Up to 20 visits per plan year may be used for substance use family counseling.)	
Condition Support Services	
Outpatient Rehabilitation - Physical Therapy	\$40 Copayment (30 visits per benefit period)
Outpatient Rehabilitation - Speech Therapy	\$40 Copayment (20 visits per benefit period)

CDPHP[®] HMO Plan Benefit Summary



Plan Code: HA47L22 (Pending DFS Approval)
 Group ID: 10008401
 Presented For: Town of Guilderland
 Date Prepared: 9/24/2021
 Effective Date: 01/01/2022

	In-Network
Outpatient Rehabilitation - Occupational Therapy	\$40 Copayment (30 visits per benefit period)
Home Health Care	Covered in full
Skilled Nursing Facility	\$240 Copayment (45 days per plan year)
Chemotherapy/Radiation Therapy visit	\$25 Copayment
Prosthetic Appliances and Durable Medical Equipment	50% Coinsurance
Diabetic Services	
Includes Insulin, oral medication, needles and syringes - up to a 30 day supply, Glucometers and Diabetic DME. Insulin is limited to \$100 out of pocket per 30 day supply.	\$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	Up to \$200 reimbursement per 50 visits for subscriber (max \$400 reimbursement per year) and \$100 reimbursement per 50 visits for covered dependent (max \$200 reimbursement per year)
Child Birthing Classes	Up to \$75 reimbursement available for completion of child birthing class
CaféWell Participation	Participating (Up to \$180 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 gives you access to more than 12,000 participating practitioners and providers, including most of the local 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.

Please Note. All non-emergency services must be provided by a Capital District Physician's Health Plan, Inc.[®] (CDPHP) Participating Physician/provider (including hospital admissions) unless otherwise preauthorized by CDPHP. Please Note. All non-emergency services must be provided by a Capital District Physician's Health Plan, Inc.[®] (CDPHP) Participating Physician/provider (including hospital admissions) unless otherwise preauthorized by CDPHP.

CDPHP[®] HMO Plan Benefit Summary



Plan Code: HA47L22 (Pending DFS Approval)
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Presented For: Town of Guilderland
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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.

Medicare Split Family Rider

Rider Name: ELGMC
Description: Medicare Split Family Rider

Pharmacy Coverage

Rider Name: HMRXL70A22
Retail Prescription Drugs (30 Day Supply)
Tier 1 Drugs \$10
Tier 2 Drugs \$40
Tier 3 Drugs \$70
Specialty Drugs \$70

Description: Prescription drug benefit as follows, \$250, deductible then \$10 copayment for 30-day supply of covered Tier 1 drugs, \$40 copayment for 30-day supply of covered Tier 2 drugs, \$70 copayment for 30-day supply of Tier 3 drugs. Mail order, 2.0 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 and require preauthorization to be obtained through CDPHP's participating specialty vendors. The Prescription drugs are not subject to the plan deductible, if applicable. The Deductible does not apply to Tier 1 and Mail order drugs.

Surviving Spouse

Rider Name: ELG17
Description: Extends eligibility for surviving spouse and dependents upon the death of the subscriber.