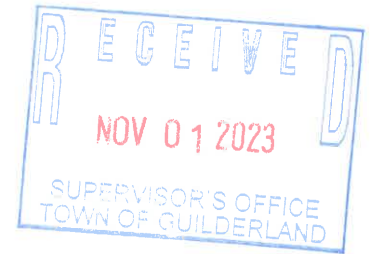


AGENDA ITEM #1

TOWN OF GUILDERLAND
P.O. BOX 339
GUILDERLAND, NY 12084
(518) 356-1980



INTER-OFFICE MEMORANDUM

TO: Peter G. Barber, Town Supervisor and Board Members
FROM: Darci Efaw, Comptroller
DATE: November 1, 2023
RE: Town Board Agenda item(s)

Please consider approval of the following:

- Collective Bargaining Agreement between the Town and UPSEU (Guilderland EMS) for the term of January 1, 2024 through December 31, 2026 (submitted with edits)

COLLECTIVE BARGAINING AGREEMENT

By and Between

**TOWN OF GUILDERLAND
(GUILDERLAND EMS)
*and***



UNITED PUBLIC SERVICE EMPLOYEES UNION

January 1, 2021~~24~~ - December 31, 2023~~26~~

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**ARTICLE 1
RECOGNITION**

SECTION A The Town of Guilderland herein after referred to as “Town” or “Employer” recognizes the United Public Service Employees Union hereinafter referred to as “Union” or “UPSEU” as the sole and exclusive collective bargaining representative for the purpose of establishing salaries, wages, hours, and other conditions of employment, and the administration of grievances arising thereunder for all Paramedics and Emergency Medical Technicians (“EMT’s”) who do Paramedic and EMT work including Supervisors and the Senior Paramedic Supervisor, employed by the Town of Guilderland EMS Department excluding and all other employees of the EMS Department and of the Employer, for the terms of this Agreement.

SECTION B The Town of Guilderland does not consider and/or otherwise enter into any agreement or contract with any individual or business to provide basic or advanced life support and/or emergency medical transportation to any area already provided for by this bargaining unit. Exempted from this Section are any Agreements in place prior to the signing of this agreement.

SECTION C Notwithstanding the above, the Town of Guilderland may freely enter into any contract with any other governmental or quasi-governmental agency with a purpose of providing mutual aid.

**ARTICLE 2
LEGISLATIVE APPROVAL**

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

**ARTICLE 3
MANAGEMENT RIGHTS**

The Employer retains all rights it had prior to the signing of this Agreement except to the extent that such rights have been expressly abridged by a specific provision of this Agreement.

**ARTICLE 4
EMPLOYEE'S BILL OF RIGHTS**

The following shall represent the Employee's Bill of Rights:

1. An employee shall be entitled to Union representation at each and every step of the grievance procedure and/or stage of a disciplinary proceeding, excluding counseling;
2. 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;
3. No recording devices of any kind shall be used during any disciplinary proceeding, unless all parties are aware of such devices;
4. In all disciplinary hearing proceedings, the burden of proof shall rest with the Employer;
5. No employee shall be required to undergo a polygraph test;
6. No employee shall be coerced or intimidated or suffer with any reprisal, directly or indirectly, that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this Agreement;
7. There shall be no disciplinary transfers;
8. An employee shall, upon request, have the opportunity, in the presence of supervision, to review the contents of his/her personnel file (exclusive of pre-employment date, if any);
9. No employee shall be disciplined or otherwise removed except upon just cause and in accordance with the provisions of this Agreement, or other applicable law. Any record of discipline will have a date assigned to it at which time the record will be removed. The administration will assign a reasonable date depending on the severity of the infraction and the disciplinary action taken. No date shall exceed Two (2) years from time of infraction.
10. In the case of disciplinary action by the Employer, employees shall be given copies of and shall be requested to initial all documents prior to including such in his/her personnel file. Employees have the right to provide a response to any document(s) which the employee contest as unfair or incorrect. Employees have the right to inspect their personnel files in the presence of the Director or his/her designee. The Employer

shall provide a copy of any document(s) requested by the employee. The personnel file maintained at the Guilderland EMS shall be the sole file for each employee. The employee will give two (2) days' notice when requesting access to this or her personnel file. This Section (4J) applies to disciplinary matters.

ARTICLE 5 UNION SECURITY

SECTION A UNION MEMBERSHIP/AGENCY SHOP/UNION DUES DEDUCTION

1. Union membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deducted and submit it to the Union. Thereafter, the Union will forward the authorization to the Town. The Town will deduct and remit dues, initiation fees, and/or assessments from the pay of such employee at the close of the pay period and remit said sums to the Union on a bi-weekly basis. The Union shall notify the Town of the amount to be deducted. Such dues and agency shop fees shall be remitted to:

United Public Service Employees Union
3555 Veterans Highway, Suite H
Ronkonkoma, NY 11779

2. Agency Shop: An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty (30) calendar days of the execution of this Collective Bargaining Agreement or initial employment, as the case may be, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town will deduct the service fee from the pay of such employee at the close of each pay period and remit said sums to the Union on a bi-weekly basis.
3. Indemnification Clause: The Town assumes no obligation with respects to the obtaining of authorization cards. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to indemnify and save harmless the Town from and against the cost of such action or proceeding and to pay any judgement entered against the Town in such action or proceeding and to pay all costs upon demand and the cost of complying with any interim order or final judgement that may be entered therein, reimbursement of expedient witness fees, attorneys fees, arbitration fees, and all court filing fees incurred by the Town.

4. Membership List: Annually, the Town will provide the Union with the name, address, job title, date of hire, and rate of pay for all employees in the bargaining unit.
5. Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board in accordance with its rules and procedures.

SECTION B ACCESS TO PREMISES

Should a representative of the Union desire to communicate with an employee during the employee's working hours, prior telephone notice shall be given to the Director of EMS or their designee, or in his or her absence, the shift supervisor, should one be on duty, so that, if consistent with departmental operational requirements, mutually satisfactory arrangements may be made.

The Employer shall provide meeting space to the Union upon written advance notice from the Union.

SECTION C BULLETIN BOARDS

The Employer shall provide a suitably located bulletin board of appropriate size for the Union's exclusive use.

SECTION D PRINTING AND DISTRIBUTION OF AGREEMENT

The Employer shall provide each bargaining unit employee with a copy of this Agreement and each new employee as hired.

SECTION E UNION STEWARDS AND UNION ACTIVITIES

The Union may designate one (1) employee as a Chief Unit Representative and two assistants, as needed. The Union shall certify, in writing, to the Employer the names of Union officers. Should a Union Officer desire to investigate or process a grievance during his/her working hours, he/she shall obtain prior permission from the Town Supervisor or his/her designee. Permission shall not be unreasonably withheld.

The Employer agrees that during working hours and for reasonable periods of time on the Employer's premises and without loss of time and pay, a local Union Officer whose name has been submitted to the

Employer, in writing, shall be permitted to engage in the following activities:

- post Union notices and literature
- transmit communications authorized by the local Union or its officers to the Employer, or its representative

The Town agrees to grant release time to three (3) members selected to serve on the Union's negotiating team.

ARTICLE 6 WORK TIME

SECTION A GENERAL

All full-time employees in this unit shall consider the Town of Guilderland to be their primary employer. Outside or secondary employment shall be governed by the Town of Guilderland Emergency Medical Services Standard Operational Policy. Waivers may be granted on case by case basis.

For the purpose of calculating work time, days shall refer to a twelve (12) hour shift as described in Section D.

SECTION B WORK WEEK

The basic work week for all full-time employees shall consist of three (3) consecutive days of twelve (12) consecutive hours per day, unless modified by mutual agreement.

SECTION C WORK DAY

No employee shall be required to work more than eighteen (18) hours straight involuntarily, unless an emergency situation exists. There shall be at least six (6) hours before his/her next shift.

SECTION D DEPARTMENT SHIFT

There shall be the following established shifts for the department: 6:00 am to 6:00 pm, 6:00 pm to 6:00 am, and ~~9:00 am to 9:00 pm~~ **12:00 pm to 12:00 am**. However, upon mutual agreement between the parties, the shift start and end time may be adjusted for the bid cycle. Such agreement must be renewed on an annual basis. The flex shift schedule shall mirror the shift being replaced.

In the event that a vacant position is open for one (1) week or more, the Town may reassign the employees working the designated flex shift to maintain coverage. The flex schedule shall be limited to Two (2) employees. The flex-schedule employees shall be given five (5) days' notice prior to reassignment.

SECTION E SHIFT BIDDING

1. Effective November 1st of each year, all shift blocks held by full-time employees will be by seniority as stated in Article 16 of this Agreement. All bidding concludes at 23:59 (11:59 PM) on November 21. Results are to be posted by the Director of EMS or their designee no later than December 1st and implemented on January 1st. Each full-time employee will have forty-eight (48) hours to bid once they are aware it is their turn to bid. Anyone exceeding forty-eight (48) hours will lose their turn and go to the bottom of the list.
2. Part-time employees will be given the opportunity to fill open shifts as needed after the full-time positions have been filled, as per Section E, 1 and Article 16.

The Town will offer the open positions to part-time employees within job class starting with the senior part-time employee using a rotating wheel to ensure equal opportunity to fill available shifts. The employee will lose their turn in the rotation if they refuse an open shift that is offered to them. In the event that a shift remains unfilled after being offered to all employees in job class, the shift may be offered to employees in a different job class.

3. In the event that a full-time shift becomes available before the end of the bidding period, the most senior full-time employee within job class has the option of staying with their current schedule or filling the open shift. This procedure continues until all full-time employees have had the opportunity to stay in their current shift or fill the vacancy.
4. In the event that a part-time regular shift becomes available, it will be posted for a period of two (2) weeks. Any part-time employee who would like the shift as a permanent shift, must submit a request, in writing, to the Director of EMS or their designee within the two (2) week time frame. Requests will be honored in order of seniority.

SECTION F SUBSTITUTION

Voluntary shift substitution will be allowed between two (2) employees and must be for a period of three (3) hours or greater. If an employee is detained and unable to conduct shift change at the agreed upon time,

the shift substitution is adjusted to reflect the actual time worked. Voluntary shift substitution may not impose additional costs. Additional swapping may be approved at management discretion.

SECTION G PREMIUM PAY AND OTHER EMOLUMENTS

1. For the purpose of computing overtime pay, the rate of pay for overtime hours worked shall be computed on the basis of thirty-six (36) hours per week or a seventy-two (72) hours per pay period for all hours worked in excess of forty (40) hours per week.
2. An employee shall be paid one and one-half (1 ½) times the hourly rate based on the Formula of Compensation set forth in Section G, Paragraph (1) for the above for all hours worked in excess of forty (40) hours in any work week.
3. Time during which an employee is absent from work because of vacation, holidays, or personal leave, shall be considered time worked for the purpose of computing overtime. The time during which an employee is absent from work because of sick **or compensatory** leave will not count as time worked for the purpose of computing overtime and ~~straight time will be paid for the time worked over forty (40) hours in a work week in which the employee has used sick time.~~
4. In the event that an employee is called in for a special conference outside of his/her regularly scheduled work shift, he/she shall be paid the applicable rate of pay for all hours, with a minimum guarantee of two (2) hours.
5. In lieu of overtime, employees may, at the discretion of the employee, elect to have overtime hours converted to compensatory. The maximum accrual of compensatory time shall be eighty (80) hours. Employees may carry over compensatory time from year to year but may not accrue more than eighty (80) hours at any given time. Compensatory time may be used in the same manner as personal time. For the purposes of this Section, overtime converted which would be less than forty (40) hours in a workweek will be credited at 1.0 hours of compensatory time per converted hour, and overtime which would be greater than forty (40) hours will be credited at 1.5 hours of compensatory time for each hour converted. ***Additionally, employees may elect to sell back compensatory time twice a year, to be paid out in the first pay period of June and December. Employees who elect to sell back compensatory time must make their preference known to the Town no later than the end of the preceding applicable pay period.***

SECTION H COURT APPEARANCES

An employee required to appear in court on behalf of the Employer or required to appear before any regulatory or administrative agency outside his/her regularly scheduled work shift, shall be paid for his/her appearance and shall receive a minimum of three (3) hours pay at the applicable rate. If he/she utilizes a means of transportation not supplied by the Employer, he/she shall be compensated at the current Town mileage rate.

SECTION I SHIFT DISTRIBUTION

1. The Extra Shift Distribution list shall be used for the purpose of shift distribution in the event of a vacant shift. The shift shall be offered to a part-time employee who would not exceed forty (40) hours per week. If the shift is available for overtime, it shall be made available to any full-time employee following guidelines established in Paragraph 3. In the event that no employee in job class is able to fill a shift, the shift shall be offered to employees in another job classification according to operational needs. The hierarchy of job classifications shall be as follows:

- Senior Paramedic Supervisor
- Supervisor
- Paramedic
- EMT

2. The Employer shall endeavor to equalize all overtime over a three (3) month basis. A record of overtime assigned and worked shall be maintained, reviewed on a quarterly basis and made available upon request.

3. The Extra Shift Distribution list will be utilized for the purpose of distributing overtime. All overtime will be equally distributed among employees and be offered to the employees on the basis of least hours first. If employees have the same number of hours, seniority order will be utilized. Each employee shall be selected in turn according to his/her place on the list. Each employee shall, based on position on the list, have the option of refusing such overtime assignments within the department.

The Town has a right to assign mandatory overtime to full-time employees on a rotating basis starting with the least senior employee in the classification where the overtime is required only if no qualified employee in the job classification within the bargaining unit can be found to voluntarily work the overtime. Mandating will continue in inverse order of

seniority, throughout the calendar year, in an attempt to equally distribute mandates. **Qualified administration staff may work a shift that would result in the mandate of the employee in lieu of issuing a mandate after the shift has been posted for a reasonable length of time.**

4. Once the monthly schedule is finalized and posted, there shall be no rescheduling of part-time employees shifts to avoid the payment of overtime unless the employee agrees. Employees cannot swap for an open shift that may occur.
5. ~~Employees that are mandated to work shall receive Differential Pay of additional dollar per hour.~~ **Employees who are mandated to work shall be paid a pay differential of five dollars (\$5.00) per hour for all mandated work hours.**
6. **FTO PAY**
~~Employees who are performing Field Training Officer ("FTO") duties, as set forth in the FTO job description, will be compensated an additional fifty cents (\$.50) per hour for all hours spent in an FTO capacity.~~

Any person designated as FTO (Field Training Officer) shall receive \$800/year annually computed into their hourly rate (prorated for full-time equivalency for part-time employees). Field Training Officers appointed after January 1 will receive a prorated stipend adjustment. The title is granted by the Director of EMS or their designee with an application process.

The FTO training program/guidelines shall be established by management in conjunction with Joint Labor Management no later than December 31st, 2024.

SECTION J EXTRA WORK

An employee shall not be required to perform additional tasks unrelated to the Guilderland Emergency Medical Service Department during routine day to day operations. However, in the event of an unforeseen incident/emergency declared by the Town of Guilderland or the Town Supervisor, an employee may be required to perform tasks unrelated to the Employees job classification.

SECTION K PART-TIME TIME WORKED REQUIREMENT

Part-time employees who do not have a bid shift will meet the minimum (288 hours/year) of work. If an employee does not meet yearly requirements the employee may be separated from employment without the application of progressive discipline. Dispensation will be granted on an as-needed basis (e.g. prolonged

injury, absence approved in advance, new hire partway through the year, vacation, etc.) by the Director of EMS or their designee. Part-time employees will be required to have a minimum of one (1) bid shift per week or submit availability as outlined in the relevant policy unless otherwise approved by EMS Administration.

**ARTICLE 7
SALARIES AND OTHER COMPENSATION**

SECTION A WAGES

	1/1/2021
NEW HIRE	\$46,143
After 1 year	\$48,858
After 2 years	\$50,409
After 3 years	\$51,959
After 4 years	\$53,511
After 5 years	\$55,061

PART-TIME WAGES PER HOUR

	1/1/2021
NEW HIRE	\$24.64
After 1 year	\$26.01
After 2 years	\$26.93
After 3 years	\$27.70
After 4 years	\$28.60
After 5 years	\$29.40

- ~~— Effective January 01, 2021, there shall be no general increase to the EMT or Paramedic salary schedule, and the prior salary schedule shall remain in effect unchanged. The prior EMT salary schedule, as approved by the Town board on August 21, 2018 is attached as “Appendix B”~~
- ~~— Effective January 01, 2022, the following salary schedule shall be in effect. No employee shall suffer a loss of pay as a result of the implementation of the new salary schedule.~~
- ~~— Effective January 01, 2023, there shall be no increase to the new general salary schedule.~~

PARAMEDIC WAGES

	Full-Time Salary	Part Time / Hourly Equivalent
NEW HIRE	\$46,143	\$24.65
After 1 year	\$52,234	\$27.90
After 2 years	\$54,141	\$28.92
After 3 years	\$55,738	\$29.77
After 4 years	\$57,968	\$30.97
After 5 years	\$58,664	\$31.34
After 6 years	\$59,367	\$31.71
After 7 years	\$61,172	\$32.98
After 8 years	\$63,563	\$33.95
After 9 years	\$65,883	\$35.99
After 10 years	\$74,580	\$39.84

EMT WAGES

	Full Time Salary	Part Time / Hourly Equivalent
NEW HIRE	\$33,906	\$18.11
After 1 year	\$35,144	\$18.77
After 2 years	\$36,181	\$19.33
After 3 years	\$37,628	\$20.10
After 4 years	\$38,080	\$20.34
After 5 years	\$38,537	\$20.59
After 6 years	\$40,078	\$21.41
After 7 years	\$41,260	\$22.04
After 8 years	\$42,766	\$22.85
After 9 years	\$48,411	\$25.86
After 10 years	\$49,863	\$26.64

New Salary table, attached as Appendix C.

- SECTION B**
- (1) The Town of Guilderland is hereby empowered, in its sole discretion, to create and fill the position of Shift Supervisor. The Senior Shift supervisor on duty at any point in time may assume and be responsible for general supervisory duties and functions of the department. ~~Any person designated a Shift Supervisor shall receive an additional annual compensation of three thousand dollars (\$3,000). Any Shift Supervisor appointed for or who serves less than a full calendar year shall receive in additional compensation the amount of time actually served in the position calculated on a daily basis divided into three thousand dollars (\$3,000).~~
 - ~~(2) The Town may create a new Senior Paramedic Supervisor position. The parties agree to reopen negotiations for the sole purpose of discussing terms and conditions of employment for the Senior Paramedic Supervisor when the town fills the position.~~
 - (32) The Flex Schedule Paramedic Supervisor may be assigned for Paramedic Supervisor shift coverage or for training duties. The Flex Schedule Paramedic Supervisor shall be notified at least five (5) days prior to a reassignment. In the event a Paramedic Supervisor opening occurs with less than five (5) days notice, the

UPSEU Salary Chart

2024		
Sr. Paramedic Spvr (Bonnie-Jean)		
2023	87,867.20	42.24
2024 @ 2.5%	90,063.88	43.30

2025 @ 2.5%		
Sr. Paramedic Spvr (Bonnie-Jean)		
2025 @ 2.5%	92,315.48	44.38

2026 @ 2.5%		
Sr. Paramedic Spvr (Bonnie-Jean)		
2026 @ 2.5%	94,623.36	45.49

Paramedic Supervisor Wages Full Time		
	Salary	Hrly Equiv
NEW HIRE	59,155	31.60
After 1 year	61,521	32.86
After 2 years	62,263	33.26
After 3 years	64,097	34.24
After 4 years	66,661	35.61
After 5 years	67,448	36.03
After 6 years	68,257	36.46
After 7 years	70,986	37.92
After 8 years	73,080	39.04
After 9 years	75,741	40.46
After 10 years	80,440	42.97

Paramedic Supervisor Wages Full Time		
	Salary	Hrly Equiv
NEW HIRE	60,634	32.39
After 1 year	63,059	33.69
After 2 years	63,820	34.09
After 3 years	65,699	35.10
After 4 years	68,328	36.50
After 5 years	69,134	36.93
After 6 years	69,963	37.37
After 7 years	72,761	38.87
After 8 years	74,907	40.01
After 9 years	77,635	41.47
After 10 years	82,451	44.04

Paramedic Supervisor Wages Full Time		
	Salary	Hrly Equiv
NEW HIRE	62,150	33.20
After 1 year	64,636	34.53
After 2 years	65,415	34.94
After 3 years	67,342	35.97
After 4 years	70,036	37.41
After 5 years	70,863	37.85
After 6 years	71,713	38.31
After 7 years	74,580	39.84
After 8 years	76,780	41.01
After 9 years	79,575	42.51
After 10 years	84,512	45.15

Paramedic Wages		
Full Tme	PT / Hourly	
Salary	Equiv	
NEW HIRE	56,160	30.00
After 1 year	58,407	31.20
After 2 years	59,100	31.57
After 3 years	60,859	32.51
After 4 years	63,293	33.81
After 5 years	64,060	34.22
After 6 years	64,828	34.63
After 7 years	67,430	36.02
After 8 years	69,414	37.08
After 9 years	71,941	38.43
After 10 years	76,528	40.88

Paramedic Wages		
Full Tme	PT / Hourly	
Salary	Equiv	
NEW HIRE	57,564	30.75
After 1 year	59,867	31.98
After 2 years	60,578	32.36
After 3 years	62,380	33.32
After 4 years	64,875	34.66
After 5 years	65,662	35.08
After 6 years	66,449	35.50
After 7 years	69,116	36.92
After 8 years	71,149	38.01
After 9 years	73,740	39.39
After 10 years	78,441	41.90

Paramedic Wages		
Full Tme	PT / Hourly	
Salary	Equiv	
NEW HIRE	59,003	31.52
After 1 year	61,364	32.78
After 2 years	62,092	33.17
After 3 years	63,940	34.16
After 4 years	66,497	35.52
After 5 years	67,303	35.95
After 6 years	68,110	36.38
After 7 years	70,844	37.84
After 8 years	72,928	38.96
After 9 years	75,583	40.38
After 10 years	80,402	42.95

EMT Wages		
Full Tme	PT / Hourly	
Salary	Equiv	
NEW HIRE	43,056	23.00
After 1 year	44,779	23.92
After 2 years	45,322	24.21
After 3 years	46,669	24.93
After 4 years	48,541	25.93
After 5 years	49,140	26.25
After 6 years	49,740	26.57
After 7 years	51,743	27.64
After 8 years	53,278	28.46
After 9 years	55,224	29.50
After 10 years	56,160	30.00

EMT Wages		
Full Tme	PT / Hourly	
Salary	Equiv	
NEW HIRE	44,132	23.58
After 1 year	45,898	24.52
After 2 years	46,455	24.82
After 3 years	47,836	25.55
After 4 years	49,755	26.58
After 5 years	50,369	26.91
After 6 years	50,984	27.23
After 7 years	53,037	28.33
After 8 years	54,610	29.17
After 9 years	56,605	30.24
After 10 years	57,564	30.75

EMT Wages		
Full Tme	PT / Hourly	
Salary	Equiv	
NEW HIRE	45,236	24.16
After 1 year	47,046	25.13
After 2 years	47,616	25.44
After 3 years	49,032	26.19
After 4 years	50,998	27.24
After 5 years	51,628	27.58
After 6 years	52,258	27.92
After 7 years	54,362	29.04
After 8 years	55,975	29.90
After 9 years	58,020	30.99
After 10 years	59,003	31.52

reassignment may occur with mutual consent of the flex schedule Paramedic Supervisor and the Director of EMS.

ARTICLE 8 HOLIDAYS

SECTION A For the sake of calculating holiday pay, the following eleven (11) holidays will be recognized:

January 1 - New Year's Day
Martin Luther King, Jr. Day
President's Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Christmas Day

SECTION B Full-time employees that work on a recognized holiday will be compensated for the day at the rate of two times (2x) the employees' rate of pay, in addition of their thirty-six (36) hour work week.

SECTION C Full-time employees that do not work on a recognized holiday, and that day is not labeled as a sick day, will be compensated at a rate of straight pay in addition to their thirty-six (36) hour work week.

SECTION D Part-time employees that work a recognized holiday will be compensated at a rate of two times (2x) the employees' rate.

ARTICLE 9 EARNED LEAVE

SECTION A ELIGIBILITY

1. In order to accumulate vacation leave and/or sick leave, an employee must work on a regular and consistent basis eighteen (18) or more hours per week for six (6) or more consecutive months. For the purposes of this section, an employee must bid eighteen (18) hours per week and average eighteen (18) hours of work per week, each month, for six (6) consecutive months. Once an employee has qualified, the employee will be given a pro-rated (against the full-time equivalent) amount of vacation and sick time retroactively from the start of the six (6) month measurement period. Thereafter, the employee shall earn vacation and

sick on a month-to-month basis, so long as the employee continues to qualify according to the foregoing. If the employee has earned vacation and sick time, such time will be credited as time worked. Once time has been granted, the employee will not lose such time, even if the employee no longer qualifies.

2. In order to be entitled to personal leave, the employee must be full-time status with the Town of Guilderland.
3. Seniority shall prevail in the selection of vacation periods provided the public interest is not prejudiced.
4. Vacation shall be in addition to regular days off.
5. The use of vacation or sick leave for part-timers are subject to the same requirements set forth in this Agreement for full-time employees.
6. Part-time employees who are hired prior to January 1, 2009 and who have banked vacation leave accruals may receive payment for such accruals provide they submit a written request for payment to the Town Supervisor.

SECTION B ACCUMULATION

1. Full-time employees will be using the employer's scheduling program in current use.
2. Will earn 7.2 hours of sick leave per month not to exceed a total accumulation of twelve hundred (1200) hours or one hundred (100) days.

Employees will be allowed to convert their sick leave bank to cash for use towards health insurance premiums at retirement.
3. Will earn 7.2 hours of vacation leave per month not to exceed a total accumulation of two hundred eighty-eight (288) hours twenty-four (24) days.
4. Will be granted forty-eight (48) hours of personal leave per year on January 1st of each year.
5. All full-time employees shall be entitled to accrued paid vacation and, shall receive the additional accrued vacation benefits:

YRS OF SERVICE TIME EARNED (DAYS) TIME EARNED (HOURS)

After five years	1	7.2
After six years	2	14.4
After seven years	3	21.6
After eight years	4	28.8
After nine years	5	36.0
After ten years	6	43.2
After eleven years	7	50.4
After twelve years	8	57.6

SECTION C VACATION LEAVE

1. Vacation leave shall be scheduled and taken in units of half (1/2) days and multiples thereof unless otherwise approved by the Director of EMS or his/her designee.
2. The days of vacation are defined as days upon which a member would otherwise work and receive pay, exclusive of holidays.
3. Vacation shall be given according to the contractual agreement.
4. Seniority of members will determine the order of preference to be given for vacation leave.
5. Seniority shall be the deciding factor as to choice of vacation time.
6. The order of preference shall prevail only to the extent that the leave schedule must provide for the presence of sufficient members to discharge the day to day responsibilities of the Department and to be available during periods of emergency.
7. All requests for vacation shall be submitted to the Director of EMS and/or designee.
8. Vacation days must be submitted prior to the eleventh day of the prior month. Once vacation leave is approved, it cannot be denied for any reason, unless emergency staffing has been declared by the Town Supervisor or their designee
9. Employees will be allowed to buy back up to thirty-six (36) hours of vacation time annually. The employees who request pay for the accumulated vacation days will be paid in December of the year that the buyout is requested.

10. The Town will advance new employees thirty-six (36) hours of vacation leave upon date of hire. In the event that the employee leaves employment prior to earning vacation leave to cover usage of vacation time, the employee will be required to compensate the Town for advanced vacation leave.

SECTION D Part-time employees will be using the Employer's scheduling program in current use.

SECTION E Vacation and Sick Leave is earned on a monthly basis, calculated at the same percentage per month as the part-time daily hours.

ARTICLE 10 PAID LEAVES

SECTION A SICK LEAVE

1. Each full-time employee shall be entitled to sick leave after three (3) months of continuous service. Each full-time employee shall be credited one (1) day (7.2 hours) of sick leave upon the completion of each month of continuous service, including the first three (3) months of continuous service. Sick leave credits may be accumulated up to a maximum of twelve hundred (1200) hours.
2. In addition to personal illness, leave for sickness in the employee's immediate family, if prior approval is obtained, may be charged to sick leave. Requests for such approval shall be made to the Director of EMS or their designee.
3. An employee who will not be able to report for his or her work shift because of either a job related or non-job related illness or injury shall report such inability to report for work to the Dispatcher on duty no later than six (6) hours prior to the start of tour duty, when possible.
4. The Town will advance new employees thirty-six (36) hours of sick leave upon date of hire. In the event that the employee leaves employment prior to earning sick leave to cover usage of sick time, the employee will be required to compensate the Town for advance sick leave.
5. ***Employees who require in-patient hospitalization or structured day programs at a mental health care center for up to thirty (30) days per year will not be required to utilize Sick Time for the period of hospitalization/treatment. In order to be eligible, the employee must provide documentation from an approved medical provider. Additional periods of treatment may be approved at the discretion***

of the Director of EMS and the Medical Director upon receiving documentation from the employee.

SECTION C MATERNITY LEAVE

1. All employees will be entitled to the benefits as provided by the FMLA and other applicable law.
2. Sick leave pay shall be granted to female employees for any period of physical disability caused by pregnancy or because of childbirth, provided such condition is certified in writing by the employee's physician. The employee shall be paid accrued time benefits only for that period of temporary inability or disability certified by the employee's physician, provided that the employee has accumulated sufficient leave days to cover the request. A female employee shall be entitled to leave without pay for child care up twenty (20) weeks following the date of delivery. For purposes of computing the twenty (20) week period, those periods during which the employee was absent for "disability" are included, and the twenty (20) week period will not be extended by the granting of disability leave or the use of accrued leave.
3. Notwithstanding the original terms of the leave, the employee may return to employment duties after a reasonable notice fifteen (15) days minimum to the Director of EMS or their designee, and after the attending physician has determined the employee is physically able to return to duty.
4. All benefits that relate to sick time under the terms of this Agreement shall accrue to the employee for the period of temporary inability or disability certified by the employee's physician. Thereafter, the employee shall be treated as if on leave of absence without pay.

SECTION D PERSONAL LEAVE

1. Each full-time employee shall be entitled to forty-eight (48) hours personal leave per year.
2. Upon application to the Director of EMS or their designee personal leave will be granted in segments of not less than two (2) hours, if granting that leave does not impair the efficiency of operation.
3. Personal time may not be accumulated from year to year. Personal time not used shall, at the end of the year, be credited to the employee's vacation time or paid out at the employee's option.

SECTION E BEREAVEMENT LEAVE

1. A full-time employee will be entitled to a leave of absence as actually needed and used by him/her for funeral arrangements or attendance due to death of his/her father (natural, foster or step), mother (natural, foster or step), mother-in-law, father-in-law, brother, sister, spouse, **or domestic partner**, child (natural, foster or step), grandparent, or other relative who is a member of his household. Employer will reimburse him for such scheduled work time as he actually loses during his leave to a maximum of thirty-six (36) hours at his regular wage rate. An employee may use additional vacation or personal time as needed above the thirty-six (36) hours mentioned herein, provided that the employee has permission to do so. Permission shall not be unreasonably denied.
2. An employee will be entitled to leave of absence as actually needed and used by him for funeral attendance due to the death of his brother-in-law or sister-in-law. The Employer will reimburse him for his scheduled work time lost on the day of the funeral.

**ARTICLE 11
UNPAID LEAVES**

SECTION A ELIGIBLE

1. Leaves of absence without pay not to exceed three (3) months, may be granted at the discretion of the Employer. Requests for such leave shall be filed by the employee with the Town Supervisor or his/her designee, stating the reason for and the expected duration of the proposed leave. A request for leave of absence without pay shall not be arbitrarily denied.
2. There shall be no accrual of sick leave entitlement, vacation entitlement or any other benefits when an employee is on a leave of absence without pay.

**ARTICLE 12
HOSPITALIZATION & MEDICAL BENEFITS & OTHER INSURANCE COVERAGE**

SECTION A COVERAGE AND ELIGIBILITY

1. All full-time employees in the bargaining unit shall be eligible for hospitalization and medical insurance 2020 CDPHP Plan known as the 25/40 Plan (Group plan #10008401, plan summary attached hereto as "Appendix A"), coverage for themselves and all their eligible dependents which shall include a prescription drug rider. The Employer shall pay the full cost of premiums for the full-time employees, and sixty percent (60%) of the cost of premiums for full-time employee's dependents. If the

current insurance carrier modifies or cancels the current health care plan, the Town will provide a health plan that is equivalent or better to the benefit level of the current plan as of the date of the change. Additionally, the parties may reopen the CBA to negotiate any changes to the health insurance plan.

2. All part-time employees who work regular and consistent weekly shifts of a minimum of twenty-five (25) hours per week, shall be eligible for hospitalization and medical insurance coverage for themselves, which shall include a prescription drug rider. The measurement period to determine if an employee has met the eligibility requirements shall be calculated by averaging the employee's hours in a twelve (12) month period beginning in the month prior to the Employer's health insurance open enrollment month. If an employee qualifies for health insurance, the stability period of coverage shall be twelve months. The employer shall pay the full cost premiums for this employee under the 2020 CDPHP Plan.
3. ~~All eligible employees who opt out of the CDPHP health insurance coverage from the Employer will be compensated \$2400 per year payable during the first pay in December.~~ **Employees who are eligible for coverage under the Town's health insurance program but elect to forgo medical coverage will receive a payment of three thousand five hundred dollars (\$3,500.00). Such payments will be made on a prorated basis in the month of December.**
4. At the time an employee retires from service with the Town, any unused sick time may be applied against the cost of health insurance premiums, up to a maximum of 1200 hours.

SECTION B DISABILITY INSURANCE BENEFITS

1. The Employer shall provide benefits as required under the New York State Disability Benefit Law.
2. The Town will allow an injured employee to work in a light duty capacity, provided there is light duty work available that conforms to the medical restrictions the employee may have. The decision to permit an employee to work in a light duty capacity shall be in the sole discretion of the Town.
3. In the event that an employee is injured on the job (Worker's Compensation) and unable to return to work, the Town will continue to pay its portion of the health insurance premium for twelve (12) months.

4. LONG-TERM DISABILITY INSURANCE

In the event the Union chooses to, all employees represented in this contract will participate in the Long-Term Disability Program. The plan will be proposed by the Union to the Town and funded by Employee post-tax earnings. When in effect, all employees defined as eligible under the plan terms must participate.

SECTION C CAFETERIA PLAN

The Employer shall provide for the availability of an IRS Code Section 125 Plan.

Effective January 1, 2016, the Employer will provide a FSA program and a dependent care program equal to that provided to the Guilderland PD bargaining unit.

SECTION D RETIREE HEALTH INSURANCE (Effective January 1, 2012)

1. The Town shall provide each eligible retiree, his/her spouse and his/her eligible dependents with health insurance, including a prescription drug plan. In order to be eligible for health insurance including a prescription drug plan, the retiree must have at least ten (10) years of service with the Town. The health insurance plan available to retirees and their eligible dependents shall be the same plans available to Town employees in the Employee Manual.
2. Employees who retire with at least ten (10) years but less than twenty (20) years of service with the Town will have fifty percent (50%) individual coverage and thirty-five (35%) family coverage paid by the Town.
3. Employees who retire with twenty (20) or more years of service with the Town will have one hundred percent (100%) individual coverage and fifty percent (50%) dependent coverage paid by the Town.

**ARTICLE 13
RETIREMENT PROGRAM**

~~New York State Retirement System:~~

1. All full-time employees will be covered under the New York State Retirement System. All other employees shall have whatever rights, if any, provided by the system.

2. ***In the event that a different option for EMS within the New York State Retirement System becomes available, both parties agree that negotiations will reopen solely on that subject.***

**ARTICLE 14
EDUCATIONAL BONUS**

SECTION A The Employer acknowledges that it is important for all members of the unit to receive required and supplemental educational instruction and opportunities.

SECTION B Each employee shall be paid through the year at the standard rate for continuing education or other training as required by the employer. Such training will be a minimum of three (3) hour blocks, and such training will be scheduled no later than the beginning of the month preceding the scheduled training. Unless approved by the Director of EMS or their designee, all training must take place within the Guilderland EMS training system. Employees must attend at least twenty four (24) hours of required training per year, and such training may take place outside of the employees scheduled work hours. The Employer agrees to offer multiple sessions for each required training. Any additional mandated training in excess of the required twenty four (24) hours set forth above shall be paid at the employees' standard rate of pay.

SECTION C A three (3) person committee consisting of the Medical Director, Director of EMS or their designee and a Bargaining Unit Member will be established with a yearly fund of \$5,000. Any unit member can submit for training, conference or college attendance and related expenses to the committee. The committee will review and approve, disapprove, or modify the request by majority vote of the committee members. When funds are depleted no additional requests can be submitted for that year. Funds will be reviewed as they are submitted and approved based on value to the department and seniority on a rotating basis.

SECTION D Full-time employees are eligible to receive an educational bonus, which shall be paid in a lump sum on the employee's anniversary date of hire, as follows:

- a. Non-cumulative Educational Bonus.
AEMT Certification - \$250.00
Paramedic certified (EMT position only) ~~(\$200)~~ ***\$500.00***
RN Degree ***and Licensure*** (\$200).
No employee shall receive more than one educational bonus for the listed degrees.

- ~~b. Cumulative educational bonus (for Instructor certification only):
 Certified Instructor Coordinator (\$250); and
 Certified Lab Instructor ("CLI") (\$150); and
 Advanced Cardiac Life Support (\$100); and
 Pediatric Advanced Life Support (\$100); and
 Cardio-pulmonary Resuscitation (\$100); and
 An employee may receive an educational bonus for each listed
 certification.~~

~~Employees are eligible to receive an educational bonus in the amounts stated above in Section E (1)(b), which shall be paid in a lump sum on the first pay period of December, if the employee provides the Town with training under a listed certification for which the educational bonus is sought. The parties agree to meet through the labor management committee, no later than December of the preceding calendar year, to set forth the minimum requirements for the educational bonus for the following year.~~

- b. Any instructor hours worked at straight time by a certified instructor will be paid at the current Town board-approved contractor instructor rate or the employee's regular hourly rate, whichever is greater.***

ARTICLE 15 UNIFORMS AND MAINTENANCE

SECTION A ALLOCATION

1. The basic uniform(s) for permanent employees shall consist of EMS pants and EMS shirt. All full-time employees will be issued four (4) complete uniforms to be chosen by the employee and all part-time employees will be issued two (2) complete uniforms to be chosen by the employee. All employees will also be issued their choice of work boots or work shoes as noted below. Upon hire, additional equipment to be distributed to all employees is listed below:

	<u>Part-time</u>	<u>Full-time</u>
Light Jacket	1	1
Navy All Season Coat	1	1
Rain Coat	1	1
Black Work Boots or Shoes	0	1
Black Belt	1	1
GEMS Ball Cap	1	1
GEMS Winter Cap	1	1
Winter Gloves	1	1
Long Sleeve Uniform Shirt	1	2

2. ~~*Special Note—~~ Part-time employees who complete one year of service with at least 288 hours of service to the employer shall be issued a pair of boots. Thereafter, the employee's boots will be replaced on a case by case basis.
3. ***Employees may use their uniform allowance to purchase additional uniform items as approved by the Town. These items are not part of the issued uniform and equipment listed in Section A and are not eligible for new hires.***

SECTION B After the initial hire issuance of uniforms, full-time employees will receive an annual uniform allowance of three hundred fifty dollars (\$350.00), and ~~part-time employees two hundred dollars (\$200.00)~~ to be paid upon request of the employee. ***Uniform items issued by the Employer upon hire or through the use of the uniform allowance are to be used exclusively for performing work for the Town of Guilderland EMS.***

Uniform items issued by the Employer are to be used exclusively for performing work for the Town of Guilderland EMS. ***All uniform items, key/FOBs, Identification Badges, and issued Town equipment will be returned to the EMS Department upon retirement, resignation, or termination of employment.***

SECTION C The Employer will provide separate reimbursement up to a maximum of two hundred fifty dollars (\$250) per year for personal articles (eyeglasses, watches, etc.) belonging to an employee 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 Director of EMS or their designee and will be within his/her discretion.

SECTION D ~~In addition to the normal work uniform, the Town will provide each employee a class A uniform to include:~~

In addition to the normal work uniform, employees may purchase a dress uniform using their uniform allowance. The class A uniform is as follows:

One dress jacket	Two uniform badges
One pair of dress pants	One set of uniform insignia
One long sleeve shirt	One pair of uniform shoes
One dress belt	One pair of gloves

~~The Town will purchase the uniforms at a rate of five (5) employees per year, beginning with supervisors and then proceeding in order of~~

~~seniority thereafter until all full-time employees have been issued a dress uniform.~~

~~For new hires starting after January 1, 2018, full-time employees shall be eligible for a Class A uniform following the second (2nd) anniversary of their date of hire. Part-time employees shall be eligible for a Class A uniform at the discretion of the Town Supervisor or his/her designee. For calendar year 2021, no class A uniforms will be issued.~~

ARTICLE 16 SENIORITY

SECTION A DEFINITION

1. Seniority shall be determined by the length of service within employment status (full or part-time) from the date of hire as an employee within the Guilderland EMS Department within said employment status. The Town shall maintain two (2) lists. One comprising the full-time employees and the other comprising the part-time employees. Full-time employees shall have seniority over part-time employees. The list(s) will be arranged by job titles as outlined under Article 6, Section I. Employees who change job titles (EMT to Paramedic or vice-versa) will be placed at the bottom of the seniority list for the new job title, unless the employee has previous service time in the prior title, for which the employee will be credited. However, salary and longevity shall be determined by total length of service with the Town.
2. Each employee shall be placed on a seniority list in order of their appropriate seniority date. This list shall be maintained and posted by the Employer at all times.
3. For the purpose of compensation, seniority in part-time employment shall be applicable to longevity and rate of pay.
4. When an employee is elevated from part-time to full-time status, the employee be given one-sixth (1/6) of a year credit for all service time in a part-time position (within job class), in addition to any prior full-time credits served in the same position. If a full-time employee transfers to a part-time position, the employee will be given credit for all years served in a full-time position. If a part-time employee becomes full-time, there will be no reduction in the hourly rate of pay. In the event that a part-time employee who was previously full-time returns to full-time status, the employee will be credited for prior time as a full-time employee, and likewise, an employee returning to a part-time position who was previously part-time, will be given credit for time previously served in a part-time position.

**ARTICLE 17
WORK FORCE CHANGES**

SECTION A LAY OFF AND NOTIFICATION

1. In the event the Employer plans to lay-off employees for any reason, the Employer shall notify the Union at least sixty (60) days prior to the contemplated action. The Employer shall meet with the Union within fifteen (15) days of such notice to discuss the proposed action, its impact on the employees, the community, and the possibility of an alternative.
2. If a lay-off does take place, employees to be laid off will be given at least thirty (30) days written notice. The Union shall be forwarded the list of those employees being laid off on the same date that the notices to the affected employees are issued.
3. When such action takes place, it shall be accomplished by laying off first temporary employees, provisional second, probationary third, and then permanent employees in the inverse order of seniority within the effected job class. All laid off employees shall be placed on a recall list.
4. When the workforce is increased after a lay-off, employees will be recalled according to seniority as they appear on the lay-off list. Notice of recall shall be sent to the employee at his last known address by registered or certified mail, the Union being notified at the same time. If an employee fails to report for work within twenty (20) days from the date of mailing of the notice of recall, he shall be considered a quit.
5. No new employee shall be hired until all employees on lay-off status desiring to return to work have been recalled.
6. There will be no layoffs of existing Guilderland EMS Bargaining Unit personnel employed by the Town prior to January 2011.

SECTION B FILLING OF OPEN POSITION

1. In the event that the Employer opens a position for hire, a notice of such opening or vacancy shall be posted on the department bulletin board for a period of ~~twenty-one (21)~~ **ten (10)** days, with written notification made to the Union representative. The notice shall contain a detailed description, the necessary requirements and qualifications needed.
2. Any qualified individual interested in the job opening may submit an application in writing to the Director of EMS or their designee during the ~~twenty-one (21)~~ **ten (10)** day period. Any application received after the bidding period shall be disqualified.
3. All part-time employees will have the opportunity to submit an application to ensure consideration and interview for potential hire. The employee shall, when submitting a bid, furnish a copy to the Union simultaneously.

**ARTICLE 18
PHYSICAL AGILITY TESTING AND REQUIREMENTS**

Physical Agility Test

The Town may require an employee to submit to a Physical Agility Test where one of the following conditions is met:

- 1. Where serious injury to self, patient, or other employee, or deficit in patient care is found to be reasonably assumed to be caused by the employee's physical fitness where a similarly situated provider would not have caused similar injury or deficit. Determination of at-fault status must be determined by non-union EMS command staff.**

***Serious injury implies a loss of time for self or other employees or a DOH reportable event for injury to patient.**

or:

The Town may require an employee to submit to a Physical Agility Test where two or more of the following conditions are met:

- 1. A documented injury to any employee or patient, that was a suspected result of an employee's performance where, after an investigation, the employee's physical abilities are suspected to be the cause.**
- 2. Three (3) or more unrelated incidents (e.g.: different calls) in which unsolicited concerns are brought forth in writing by a supervisor, co-worker, a member of another agency, patient, or family members of a patient concerning the employee's physical abilities within a six (6) month period.**
- 3. Direct observation by non-union EMS command staff indicating a physical inability to perform the essential functions of the job with associated documentation.**

or:

Illness or injury requiring the employee to miss at least six (6) months of work. The PAT will not be triggered due to a mental health-related leave of absence, pregnancy, or other leave not related to physical fitness. Provisional light duty will not preclude the employee from the PAT requirement.

Format:

- 1. The Physical Agility Test shall consist of the Albany County Civil Service Emergency Medical Services Physical Agility Test appropriate to the employee's job title, hereafter PAT.**
- 2. The PAT shall be attended by the Director of EMS or their designee and a union representative.**
- 3. Once the PAT is successfully completed, no other PAT will be conducted based on prior triggering events.**
- 4. The employee in question shall be given at least one week's notice of the testing date and the test shall be outside of the employee's regularly scheduled hours and during regular Town business hours. Time spent attending the PAT shall be counted as hours worked.**

Failure:

Failure of the PAT shall result in a meeting with the Director of EMS or their designee, the medical director or designee, and a union representative. This meeting will discuss the result of the PAT and the actions taken by management as a result. Remediation shall be determined through discussion between management and union representation based on severity of failure.

Compliance with Civil Service Law and procedures. Nothing contained within this article shall be construed to replace, alter or diminish any right or privilege afforded under New York State Civil Service Law §71 et seq.

**ARTICLE 48 19
GRIEVANCE AND ARBITRATION**

SECTION A GENERAL

1. It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or interpretation of this Agreement.
2. Should any dispute arise between the parties hereto as to the meaning of any provision or provisions of this Agreement, or its implementation, the dispute shall first be addressed by informal discussions between representatives of the unit and representatives of the Town. Each party shall designate which representatives shall attend the informal meeting.
3. There shall be established a joint labor management committee, the purpose of which will be to meet not less than twice a year, or as needed, in order to attempt to resolve any disputes which arise under this Agreement in the first instance.
4. Should the procedures for resolving a grievance herein above stated not result in mutually satisfactory resolution, then a formal grievance shall be

presented in writing within ten (10) working days of the last informal meeting held pursuant to paragraph.

SECTION B UNION STEWARDS AND REPRESENTATIVES

At all times throughout the grievance process, the employee shall have the right to have a union steward or representative present to advise and counsel him or her.

SECTION C GRIEVANCE PROCEDURE

STEP 1: Should the informal steps called for herein above be unsuccessful in resolving a grievance, the employee and/or the Union may initiate a formal grievance procedure by presenting, in writing, to the Town Supervisor or his/her designee, within ten (10) days after the last informal meeting as called for in paragraph 2. Such grievance will be presented in written form and shall state the facts upon which the grievance is based and specify which provisions of the Agreement have been allegedly violated and for which a remedy is sought. Within five (5) days of receiving the written grievance, the Town Supervisor or his/her designee shall issue a written response.

STEP 2: If after Step 1 the matter is still not resolved, then a meeting will be held between the unit and the Town, with the Town Supervisor or the Supervisor's designee in attendance within ten (10) work days. The Town Supervisor, or his designee, shall transmit to the Union his decision on the grievance, in writing, within five (5) work days after the meeting called for in Step 1 above concludes.

SECTION D ARBITRATION

1. In the event all steps herein before called for are not satisfactory in resolving the grievance, the Union may, within ten (10) workdays from the date of the last step, file a demand for arbitration or mediation with the Public Employment Relations Board. A copy of the demand for arbitration shall be sent to the employer at the same time it is sent to the Public Employment Relations Board.
2. The request for arbitration or mediation shall contain the names of the employees involved, copies of the original grievance documents and any other written materials deemed necessary and appropriate for a fair resolution of the grievance.
3. The rules governing the Public Employment Relations Board relative or arbitration and mediation shall govern this phase of the grievance procedure.
4. The arbitrator or mediator selected by the Public Employment Relations Board shall have no power to add to, subtract from or modify the

provisions of this Agreement in arriving at a decision solely to the application and interpretation of this Agreement. The decision of the arbitrator, should arbitration ensue, shall be final and binding consistent with applicable law and this agreement. All fees and expenses of the arbitrator or mediator shall be divided equally between the parties except that each party shall bear the cost of preparing and presenting its own case.

ARTICLE 19 20 DISCIPLINE

SECTION A EXERCISE OF RIGHTS

1. All employees shall be considered permanent upon the completion of ~~twenty-six (26) weeks of service.~~ ***the probationary period. The term of the probationary period shall be in accordance with applicable civil service law. For Employees hired prior to January 1, 2024, the term of the probationary period shall be twenty-six (26) weeks.***
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.
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 or shop steward present.
4. In the first instance, except in cases where it is determined that an employee's continued presence on the job would constitute a health or safety problem, all disciplinary matters shall be attempted to be resolved between the employee and the Town on an informal basis.
5. Any matter which, in the judgement of the Town Supervisor or his/her designee warrants discipline, and which, in the judgment of the Town Supervisor or his/her designee does not immediately constitute a health or safety problem, shall begin with Director of EMS or their designee speaking informally with the employee to discuss the subject matter of the discipline with a view towards resolving it by mutual agreement on an informal basis.
6. If in the judgement of the Town Supervisor or his/her designee the informal resolution of discipline outlined above is unsatisfactory or informal discipline is not adequate, then the employee shall be given formal written notice of the specific disciplinary matter he or she is being charged with.
7. Upon receipt of the formal written disciplinary notice called for in paragraph 6, the employee may first request an informal meeting with the Town Supervisor or his/her designee to discuss the matter. At that

time, the parties can enter into a formal, written resolution of the disciplinary matter mutually satisfactory and agreeable to the parties.

8. If the formal disciplinary matter as called for in paragraph 7 does not result in a formal agreement of resolution, then disciplinary matter will proceed as called for under the Civil Service Laws set forth in the Civil Service Law of the State of New York and Section 75 and 76 there under.

ARTICLE 20 21 INDEMNIFICATION

SECTION A JUDGMENTS

1. The Town shall indemnify and save harmless any employee covered by this Agreement in the amount of any judgment obtained against such employee in any action arising out of any negligent act or tort committed in the performance of the employee's duties and within the scope of his/her employment, as well as any action arising out of any act or omission covered under the professional liability insurance policy(ies) maintained by the Town and in force as of the date of said act or omission.
2. A copy of all relevant liability policies shall be made readily available to the Union.

SECTION B

1. The Town shall additionally provide for the legal defense of any employee covered under this Agreement in any action arising out of any of the circumstances described in Paragraph 1 above.
2. An employee served with any summons, process, notice, demand, pleading, or claim shall deliver such documents to the Town Supervisor or his/her designee within five (5) work days from the date of being served. In addition, such employee must cooperate with the Town's Legal Counsel in all respects with regard to the litigation, including responding promptly to letters, appearing for interviews, hearings and examinations as may be requested by the Town's Counsel or its retained Counsel.

ARTICLE-24 22 SAFETY COMMITTEE AND PRACTICES

SECTION A COMPOSITION OF COMMITTEE

There shall be a Safety Committee consisting of the Town Supervisor or his/her designee and two (2) bargaining unit employees. The Committee shall meet as necessary to discuss matters concerning job-related safety. A Committee member requesting the Committee to meet shall,

at least one (1) week before a meeting occurs, submit an agenda of items to be discussed. In addition to the above, the Committee shall also address vehicle safety. A Union staff representative may participate in a Safety Committee meeting.

ARTICLE 22 23
JOINT LABOR/MANAGEMENT COMMITTEE

SECTION A RESPONSIBILITIES AND COMPENSATION

1. To facilitate communications and understandings between the Parties and to promote a climate conducive to constructive employee relations, a Joint Labor/Management Committee is established. Each party shall designate not more than two (2) persons for each meeting of the Committee. The Committee shall meet as necessary and either party may request a meeting.
2. A written agenda will be submitted with the request one (1) week in advance of such Committee meetings. If a need for an emergency meeting arises, the parties shall meet as soon as possible.
3. Labor/Management Committee meetings shall be conducted in good faith. The Committee shall have no power to contravene any provisions of this Agreement. The Committee will not be an extension of or substitute for the formal grievance procedure or collective bargaining.
4. It is intended that the subject matter of these meetings will be constructive to enhance communications and understandings with fewer issues having to be considered in the grievance procedure.
5. Employees acting on behalf of the Union shall suffer no loss of time or pay for time spent in such meetings. Staff representatives of the Union may render assistance to the Committee as necessary to fulfill the objectives of this Article and may participate in all such meetings.

ARTICLE 23 24
DEPARTMENTAL RULES & REGULATIONS

SECTION A The Employer shall provide a comprehensive up to date policy and procedures mutual to each employee. Any changes to said document shall be in writing.

SECTION B The Employer agrees that all current departmental rules and regulations, and any proposed changes in such rules and regulations may properly be the subject of discussion in the Joint Labor/Management Committee established under Article 22 herein.

**ARTICLE 24 25
GENERAL PROVISIONS**

SECTION A PARKING FACILITIES

The Employer shall provide appropriate parking facilities for employees' personal automobiles and for paramedic vehicle.

SECTION B STAFFING

Emergency medical services coverage shall exist twenty-four (24) hours per day seven (7) days a week unless otherwise deemed unnecessary by the Town Supervisor or his/her designee. Overtime shall be utilized when necessary to maintain such coverage.

SECTION C MINIMUM STAFFING REQUIREMENTS

1. The staffing requirements as deemed necessary by the Director of EMS for Emergency Medical Services coverage over the course of usual business, shall not be interrupted. All vacant shifts will be filled by a bargaining unit employee. Overtime shall be utilized when necessary to maintain coverage.

2. Staffing will be provided by employees as established by the terms of this Agreement.

SECTION D TRAINING EXPENSES

The Employer shall be responsible for the following expenses while an employee is attending mandated training as noted in Article 14 or on official business, that has had prior approval by, Director of EMS or their designee out of the Capital District (Capital District is defined as Albany, Schenectady and Rensselaer Counties) for the Town of Guilderland.

- Mileage: if using personal vehicle, shall be paid at the Town wide established rate, or transportation will be furnished by the Employer.

- Meals: shall be reimbursed up to a maximum of thirty dollars (\$30) per day, or reasonable and customary.

- Lodging: (when necessary) shall be reimbursed for reasonable and customary rates for the locality in which the training takes place.

SECTION E SAFETY PROTECTION

The Employer shall maintain accurate, relevant, timely and confidential health data on the health and welfare of the employees. The Employer

shall offer yearly medical screening to all employees, inclusive of current policies and procedures utilized by other health care professionals (hospital employees) and as established by OSHA and CDC guidelines. Employer will also supply all safety equipment and supplies related to performing the employee's job. This will include equipment recommended by established regulatory agencies.

SECTION F PSYCHOLOGICAL COUNSELING

The Town will continue to provide an EAP program to employees.

SECTION G Within seven (7) days of an issue or occurrence involving a termination, resignation, vacancy, disciplinary action or policy change, the Town will give written notice to the Union.

**ARTICLE 25 26
SAVINGS CLAUSE**

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision.

**ARTICLE 26-27
EXPIRATION AND MODIFICATION**

SECTION A TERM AND MODIFICATION

1. This Agreement shall become effective when duly signed by authorized representatives of respective parties. The Agreement shall apply from January 1, 2024~~24~~ through December 31, 2023~~26~~.
2. No provision of this Agreement may be modified, amended, or otherwise abrogated except by mutual agreement of the parties in writing.

**ARTICLE 27 28
DURATION**

This agreement shall become effective when duly signed by authorized representatives of respective parties. This agreement shall apply from January 1, 2021~~24~~ through December 31, 2023~~26~~.

TOWN OF GUILDERLAND

**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

Peter Barber
Supervisor, Town of Guilderland

Kevin E. Boyle, Jr., President

Date

Date

Jay Tyler, Director of EMS

Gary M. Hickey, Executive Vice
President/Regional Director

Date

Date

Daniel T. Schuttig, Labor Relations
Representative

Date

Negotiating Committee:

David Spangler

Date

Alex Downey

Date

Peter Austin

Date

APPENDIX "A"

CDPHP® HMO Plan Benefit Summary



Plan Code: HA47L21 (Pending DFS Approval)
 Group ID: 10008401
 Presented For: Town of Guilderland
 Date Prepared: 8/11/2020
 Effective Date: 01/01/2021

	In-Network
Cost Sharing Information	
Deductible	N/A Single / N/A Family
Out of Pocket Maximum	\$8,550 Single / \$17,100 Family (Embedded)
Office Visits	
PCP	\$25 Copayment
Live Video Doctor Visits (24/7 Sick Visits, Behavioral Health, Telenutrition)	\$25 Copayment
Specialist	\$40 Copayment
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)
Outpatient Rehabilitation - Occupational Therapy	\$40 Copayment (30 visits per benefit period)
Home Health Care	Covered in full

CDPHP® HMO Plan Benefit Summary



Plan Code: HA47L21 (Pending DFS Approval)
 Group ID: 10008401
 Presented For: Town of Guilderland
 Date Prepared: 8/11/2020
 Effective Date: 01/01/2021

	In-Network
Skilled Nursing Facility	\$240 Copayment (45 day limit)
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	Up to a maximum of \$750 reimbursement for eligible eye surgeries and consultations per lifetime
Laser Eye Surgery	
Wellness Care	Up to a \$75 reimbursement available for participation in a weight loss program
Weight Management	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)
Fitness Reimbursement	Up to \$75 reimbursement available for completion of child birthing class
Child Birthing Classes	Participating (Up to \$180 Life Points per contract per calendar year)
CaféWell Participation	\$40 Copayment
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 (618) 841-5000 or 1-800-893-7299 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: HA47L21 (Pending DFS Approval)
 Group ID: 10008401
 Presented For: Town of Guilderland
 Date Prepared: 9/11/2020
 Effective Date: 01/01/2021

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: HMRXL70A21
 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.

APPENDIX "B"



PETER G. BARBER
SUPERVISOR

DONALD M. DOYNOW, MD
MEDICAL DIRECTOR

RE: 2018 Emergency Medical Technician (EMT) Pay Matrix

1. Initial New York State (NYS) Certification (1-3 years) = \$16.00/hr
2. First NYS recertification (3-6 years) = \$16.50/hr.
3. Second NYS recertification (6-9 years) = \$17.00/hr
4. Third NYS recertification (9-12 years) = \$17.50/hr.
5. Fourth NYS recertification (12-15 years) = \$18.00/hr.
6. Fifth NYS recertification (15-18 years) = \$18.50/hr.
7. Sixth NYS recertification (18- 21 years) = \$19.00/hr.
8. Seventh NYS recertification (21-24 years) = \$19.50/hr.
9. Eighth NYS recertification (24-27 years) = \$20.00/hr.

Additional Certifications:

1. American Heart Association (AHA) instructor = \$.025/hr
2. Certified Instructor Coordinator (CIC) = \$.050/hr
3. Paramedic or Registered Nurse = \$1.00/hr

*Approved 8/21/18
Board mtg*

APPENDIX "C"

UPSEU Salary Chart

2024		
Sr. Paramedic Spvr (Bonnie-Jean)		
2023	87,867.20	42.24
2024 @ 2.5%	90,063.88	43.30

2025 @ 2.5%		
Sr. Paramedic Spvr (Bonnie-Jean)		
2025 @ 2.5%	92,315.48	44.38

2026 @ 2.5%		
Sr. Paramedic Spvr (Bonnie-Jean)		
2026 @ 2.5%	94,623.36	45.49

Paramedic Supervisor Wages Full Time		
	Salary	Hrly Equiv
NEW HIRE	59,155	31.60
After 1 year	61,521	32.86
After 2 years	62,263	33.26
After 3 years	64,097	34.24
After 4 years	66,661	35.61
After 5 years	67,448	36.03
After 6 years	68,257	36.46
After 7 years	70,986	37.92
After 8 years	73,080	39.04
After 9 years	75,741	40.46
After 10 years	80,440	42.97

Paramedic Supervisor Wages Full Time		
	Salary	Hrly Equiv
NEW HIRE	60,634	32.39
After 1 year	63,059	33.69
After 2 years	63,820	34.09
After 3 years	65,699	35.10
After 4 years	68,328	36.50
After 5 years	69,134	36.93
After 6 years	69,963	37.37
After 7 years	72,761	38.87
After 8 years	74,907	40.01
After 9 years	77,635	41.47
After 10 years	82,451	44.04

Paramedic Supervisor Wages Full Time		
	Salary	Hrly Equiv
NEW HIRE	62,150	33.20
After 1 year	64,636	34.53
After 2 years	65,415	34.94
After 3 years	67,342	35.97
After 4 years	70,036	37.41
After 5 years	70,863	37.85
After 6 years	71,713	38.31
After 7 years	74,580	39.84
After 8 years	76,780	41.01
After 9 years	79,575	42.51
After 10 years	84,512	45.15

Paramedic Wages		
	Full Time Salary	PT / Hourly Equiv
NEW HIRE	56,160	30.00
After 1 year	58,407	31.20
After 2 years	59,100	31.57
After 3 years	60,859	32.51
After 4 years	63,293	33.81
After 5 years	64,060	34.22
After 6 years	64,828	34.63
After 7 years	67,430	36.02
After 8 years	69,414	37.08
After 9 years	71,941	38.43
After 10 years	76,528	40.88

Paramedic Wages		
	Full Time Salary	PT / Hourly Equiv
NEW HIRE	57,564	30.75
After 1 year	59,867	31.98
After 2 years	60,578	32.36
After 3 years	62,380	33.32
After 4 years	64,875	34.66
After 5 years	65,662	35.08
After 6 years	66,449	35.50
After 7 years	69,116	36.92
After 8 years	71,149	38.01
After 9 years	73,740	39.39
After 10 years	78,441	41.90

Paramedic Wages		
	Full Time Salary	PT / Hourly Equiv
NEW HIRE	59,003	31.52
After 1 year	61,364	32.78
After 2 years	62,092	33.17
After 3 years	63,940	34.16
After 4 years	66,497	35.52
After 5 years	67,303	35.95
After 6 years	68,110	36.38
After 7 years	70,844	37.84
After 8 years	72,928	38.96
After 9 years	75,583	40.38
After 10 years	80,402	42.95

EMT Wages		
	Full Time Salary	PT / Hourly Equiv
NEW HIRE	43,056	23.00
After 1 year	44,779	23.92
After 2 years	45,322	24.21
After 3 years	46,669	24.93
After 4 years	48,541	25.93
After 5 years	49,140	26.25
After 6 years	49,740	26.57
After 7 years	51,743	27.64
After 8 years	53,278	28.46
After 9 years	55,224	29.50
After 10 years	56,160	30.00

EMT Wages		
	Full Time Salary	PT / Hourly Equiv
NEW HIRE	44,132	23.58
After 1 year	45,898	24.52
After 2 years	46,455	24.82
After 3 years	47,836	25.55
After 4 years	49,755	26.58
After 5 years	50,369	26.91
After 6 years	50,984	27.23
After 7 years	53,037	28.33
After 8 years	54,610	29.17
After 9 years	56,605	30.24
After 10 years	57,564	30.75

EMT Wages		
	Full Time Salary	PT / Hourly Equiv
NEW HIRE	45,236	24.16
After 1 year	47,046	25.13
After 2 years	47,616	25.44
After 3 years	49,032	26.19
After 4 years	50,998	27.24
After 5 years	51,628	27.58
After 6 years	52,258	27.92
After 7 years	54,362	29.04
After 8 years	55,975	29.90
After 9 years	58,020	30.99
After 10 years	59,003	31.52

