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Contract Database Metadata Elements

Title: **Guilderland, Town of and Guilderland Town Hall Unit “B”, CSEA, Local 1000 AFSCME, AFL-CIO, Albany County Local 801 (2008)**

Employer Name: **Guilderland, Town of**

Union: **Guilderland Town Hall Unit “B”, CSEA, AFSCME, AFL-CIO**

Local: **Albany County Local 801, 1000**

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GEN | 7375

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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JUL 9 2008

AGREEMENT

OFFICE OF THE CHAIR

By and between the
TOWN OF GUILDERLAND

and the

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



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

January 1, 2008 – December 31, 2010

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PREAMBLE

THIS AGREEMENT is made this 28th day of December 2007 by and between the Town of Guilderland and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for the Guilderland Town Hall Unit of the Albany County Local #801.

WHEREAS:

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

NOW, THEREFORE;

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

THIS AGREEMENT will be in effect for a three (3) year period commencing January 1, 2008.

ARTICLE I

RECOGNITION

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

ARTICLE II

COLLECTIVE BARGAINING UNIT

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

ARTICLE III

DUES DEDUCTIONS

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

The Town agrees to have deductions made from the wages of employees in the bargaining unit who are not members of the CSEA, an amount equivalent to the dues levied by the CSEA, Inc. Such deductions shall be forwarded to the CSEA, Inc., on a payroll period basis with a listing of such employees.

ARTICLE IV

RECIPROCAL RIGHTS

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

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

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

ARTICLE IV

RECIPROCAL RIGHTS (CONTINUED)

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

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

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

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

ARTICLE V

SALARIES AND OTHER COMPENSATION

Section 1. Effective January 1, 2008, each and every step of the 2007-year wage rates shall be increased by three percent (3%) across the board, as reflected in Appendix "A".

Section 2. Effective January 1, 2009, each and every step of the 2008-year wage rates shall be increased by three percent (3%) across the board, as reflected in Appendix "A-1".

Section 3. Effective January 1, 2010, each and every step of the 2009-year wage rates shall be increased by three percent (3%) across the board, as reflected in Appendix "A-2".

ARTICLE IV

RECIPROCAL RIGHTS (CONTINUED)

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.

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Section 3. Effective January 1, 2010, each and every step of the 2009-year wage rates shall be increased by three percent (3%) across the board, as reflected in Appendix "A-2".

ARTICLE V

SALARIES AND OTHER COMPENSATION (CONTINUED)

Section 4. Longevity- In addition to the above, effective January 1, 2001, employees shall receive longevity service pay of Two Hundred Dollars (\$250.00) after five (5) years of service, an additional Seven Hundred Fifty Dollars (\$750.00) after ten (10) years of service and an additional One Thousand Dollars (\$1,000.00) after fifteen (15) years of service. Effective January 1, 2005, an additional Five Hundred Dollars (\$500.00) shall be added to base salary after twenty (20) years of service. Current members who, as of December 31, 2004, have already accrued twenty (20) or more years of service, shall receive Five Hundred Dollars (\$500.00) added to base salary prior to receiving a three percent (3%) increase on January 1, 2005.

Section 5. For employees on the payroll effective December 31, 1997, an employee holding the title of Clerk who successfully passes the civil service examination for Typist shall be reclassified to the position of Clerk Typist I.

ARTICLE VI

WORK DAY AND WORK WEEK

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

Section 2. For clerical employees at the Highway Department, the work day and work week shall be from 8:30 AM - 4:00 PM, Monday thru Friday with one-half (1/2) hour lunch.

Section 3. For clerical employees at the Transfer Station, the work day and work week shall be from 8:30 AM - 4:00 PM, Tuesday thru Saturday with one-half (1/2) hour lunch.

Section 4. The regular workday and workweek for the Zone Code Enforcement Officer shall be 8 hours per day, 40 hours per week, Monday thru Friday.

Section 5. The workday and work week for Custodial and Transportation employees shall be those presently in effect.

Section 6. The Town may schedule flex time hours if agreeable between the employee and the employee's supervisor.

Section 7. In addition to a one-half (1/2) hour lunch period, employees shall be entitled to two (2) 15 minute paid breaks.

ARTICLE VII

OVERTIME AND OTHER EMOLUMENTS

Section 1. Overtime compensation of time and one-half of the employees hourly rate of pay or compensatory time off shall be paid for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week. The choice of overtime compensation in money or time shall be made by the employee.

Section 2. Compensatory time off shall be paid for all hours worked beyond an employee's regular workday up to eight (8) hours per day and/or forty (40) hours per week.

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

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

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

Section 6. An additional one (1) hour of recall pay shall be paid to employees who have left the workstation and are called back into work when such notice of recall is four (4) hours or less.

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

Section 8. The Town will reimburse the employee for work related college courses where the grade of "C" or better is earned, up a maximum of \$1,000 per year. Approval of the course as work related must be given before the course is begun by the employee's immediate supervisor. If the course is only given in the daytime, personal leave may be taken or the time lost from work must be made up.

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

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

ARTICLE VIII

PENSION, HEALTH INSURANCE AND DISABILITY BENEFIT

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

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

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

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

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

Section 4. Effective January 1, 1998, an employee who is eligible for coverage under the Town's health insurance program, but elects to forego medical coverage, will receive a payment equal to forty percent (40%) of the cost of the health insurance coverage. Such payments will be made on a prorated basis during December. Effective January 1, 2008, the 40% payment shall be capped at \$1,250.00 / year.

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

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

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

ARTICLE VIII

PENSION, HEALTH INSURANCE AND DISABILITY BENEFITS (CONTINUED)

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

Section 7. Effective January 1, 2005, the Town agrees to allow payroll deductions for the CSEA Employee Benefit Fund dental and vision plans. If fifty percent (50%) participation is not met for either of the two benefits (dental and vision), the Town will allow each year of the contract, open enrollment by the unit to recanvas the membership for eligibility. In addition, any active employee, at the time of retirement, will be eligible to purchase the CSEA Employee Benefit Fund Retiree Plan.

ARTICLE IX

HOLIDAYS

Section 1. All employees shall be entitled to twelve and one-half (12 1/2) paid holidays as follows:

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

Section 2. Employees who opt to work Election Day may choose some other day as their holiday.

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

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

ARTICLE X

VACATION

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

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

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

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

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

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

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

Section 6. The minimum charge for vacation use shall be one half (1/2) day and multiples thereof.

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

ARTICLE X

VACATION (CONTINUED)

Section 8. Requests for the use of vacation shall be made to the immediate supervisor. Vacation requests of more than two (2) consecutive days shall be made at least 7 days prior to the beginning of the leave. Approval shall be at the discretion of the Department Head.

Section 9. Effective January 1, 2005, all unit members may opt to sell back up to five (5) vacation days per year.

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 sixty (160) days. Effective January 1, 2002 the maximum shall be increased to one hundred seventy (170) days and to one hundred eighty (180) days effective January 1, 2003.

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

Section 3. The minimum charge for sick leave shall be one half (1/2) hour and multiples thereof.

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

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

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

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

ARTICLE XI

SICK LEAVE (CONTINUED)

Section 8. Employees who retire may apply any accumulated sick leave days towards their contribution for health insurance coverage.

ARTICLE XII

OTHER LEAVES

Section 1. Personal Leave

(a) All bargaining unit employees shall be entitled to five (5) personal leave days per year. Personal leave will be granted at the beginning of each calendar year except that new employees will receive personal leave pro rated from the date of employment to the end of that year.

(b) New employees must complete at least six (6) months of service before being entitled to personal leave use.

(c) Unused Personal leave shall be converted to sick or vacation leave at the employee's option.

(d) The minimum charge for personal leave shall be one half (1/2) hour and multiples thereof.

Section 2. Bereavement Leave With Pay

(a) Employees shall be granted three (3) days bereavement leave with pay in the event of a death in the immediate family. Immediate family shall be defined as spouse, child, child's spouse, sister, brother, parent, grandparent, grandchild, mother-in-law or father-in-law of the employee and shall also include any person residing with the employee.

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

ARTICLE XII

OTHER LEAVES (CONTINUED)

(b) One (1) day bereavement leave with pay shall be granted in the event of the death of a brother-in-law or sister-in-law or any other blood relative.

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

Section 3. Leave of Absence Without Pay

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

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

Section 4. Employee Organization Leave

(a) The CSEA Unit President, or designee, shall be granted two (2) days leave per year, without charge to accumulated credits, to attend CSEA Annual Convention's, Conferences or Workshops.

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

Section 5. Leave Mandated By Law

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

ARTICLE XIII

DISCIPLINE AND DISCHARGE

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

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

ARTICLE XIII

DISCIPLINE AND DISCHARGE (CONTINUED)

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

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

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

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

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

ARTICLE XIV

GRIEVANCE PROCEDURE

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

ARTICLE XV

VACANCIES AND JOB OPENINGS

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

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

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

ARTICLE XV

VACANCIES AND JOB OPENINGS (CONTINUED)

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

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

ARTICLE XVI

SENIORITY

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

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

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

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

ARTICLE XVII

LAYOFF PROCEDURE

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

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

ARTICLE XVIII

INDEMNIFICATION CLAUSE

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

ARTICLE XIX

LABOR-MANAGEMENT COMMITTEE

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

ARTICLE XX

SAFETY

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

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

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

ARTICLE XXI

LUNCH/BREAK ROOM

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

ARTICLE XXII

SAVINGS CLAUSE

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED**

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.

JUL 9 2008
OFFICE OF THE CHAIR

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.

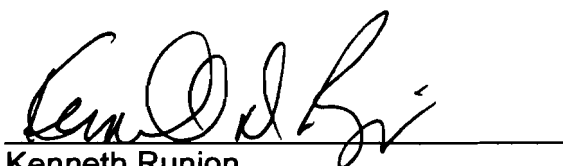
ARTICLE XXVI

DURATION

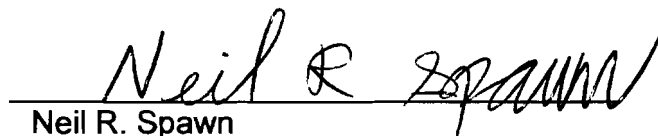
This Agreement shall become effective January 1, 2008, and shall continue in full force and effect until December 31, 2010.

FOR THE TOWN OF GUILDERLAND

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



Kenneth Runion
Town Supervisor



Neil R. Spawn
Unit President



Denise A. Lawyer
Labor Relations Specialist

DATE: 4/28/08

APPENDIX "A2" / SALARY SCHEDULE
2008

TITLE	HIRE	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5
Clerk	24,761	26,069	27,378	28,686	29,996	31,305
Clerk/Typist 1	26,052	27,363	28,670	29,979	31,288	32,596
Clerk/Typist 2	29,354	30,849	32,343	33,838	35,332	36,826
Admin. Aide	34,479	35,615	36,749	37,884	39,018	40,151
Courier/Data Entry Laborer- Town Hall	19,489	20,392	21,293	22,195	23,098	23,999
Records Coordinator	25,878	27,227	28,575	29,925	31,274	32,623
Court Clerk	29,423	30,919	32,413	33,908	35,402	36,897
Deputy Town Clerk	26,740	28,047	29,358	30,665	31,974	33,283
Building Inspector	37,036	38,888	40,741	42,593	44,446	46,295
Fire Inspector	27,956	29,075	30,192	31,311	32,430	33,548
Sr. Cit. Outreach Worker	23,079	24,003	24,925	25,847	26,769	27,694
Sr. Citizen Bus Dispatcher	23,590	24,612	25,620	26,652	27,672	28,692
Custodial Worker	\$11.05	\$11.48	\$11.92	\$12.37	\$12.79	\$13.24
Sr. Citizen Bus Driver	\$11.83	\$12.68	\$13.52	\$14.36	\$15.19	\$16.07
Receptionist	22,784	23,838	24,893	25,948	27,005	28,062
Assessment Clerk	29,849	31,297	32,746	34,192	35,642	37,087
Sr. Assessment Clerk	34,243	35,885	37,526	39,168	40,810	42,450
Zone Enf. Officer	35,889	37,862	39,835	41,810	43,784	45,758
Bldg. Maintenance Foreman	22,990	23,909	24,833	25,755	26,679	27,602
Computer Network Admin. / Records Coordinator	36,923	38,775	40,628	42,480	44,332	46,181
Animal Control Officer	29,253	30,118	30,988	31,854	32,722	35,795

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

APPENDIX "A2" / SALARY SCHEDULE
2009

TITLE	HIRE	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5
Clerk	25,504	26,851	28,200	29,546	30,896	32,244
Clerk/Typist 1	26,833	28,184	29,530	30,879	32,227	33,574
Clerk/Typist 2	30,235	31,774	33,313	34,853	36,392	37,930
Admin. Aide	35,514	36,684	37,852	39,021	40,189	41,356
Courier/Data Entry Laborer- Town Hall	20,073	21,004	21,932	22,861	23,791	24,719
Records Coordinator	26,654	28,044	29,433	30,822	32,212	33,602
Court Clerk	30,306	31,846	33,385	34,925	36,464	38,004
Deputy Town Clerk	27,542	28,888	30,239	31,585	32,934	34,282
Building Inspector	38,147	40,054	41,963	43,870	45,779	47,684
Fire Inspector	28,795	29,947	31,098	32,250	33,402	34,555
Sr. Cit. Outreach Worker	23,772	24,723	25,673	26,622	27,572	28,524
Sr. Citizen Bus Dispatcher	24,298	25,350	26,389	27,452	28,502	29,552
Custodial Worker	\$11.38	\$11.83	\$12.27	\$12.74	\$13.18	\$13.63
Sr. Citizen Bus Driver	\$12.19	\$13.06	\$13.93	\$14.79	\$15.65	\$16.55
Receptionist	23,467	24,553	25,640	26,726	27,815	28,904
Assessment Clerk	30,745	32,235	33,728	35,218	36,711	38,200
Sr. Assessment Clerk	35,271	36,962	38,652	40,343	42,034	43,724
Zone Enf. Officer	36,966	38,998	41,030	43,064	45,098	47,130
Bldg. Maintenance Foreman	23,679	24,627	25,578	26,528	27,479	28,430
Computer Network Admin. / Records Coordinator	38,031	39,939	41,847	43,755	45,662	47,567
Animal Control Officer	30,131	31,022	31,917	32,809	33,704	36,868

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

APPENDIX "A2" / SALARY SCHEDULE
2010

TITLE	HIRE	AFTER 1	AFTER 2	AFTER 3	AFTER 4	AFTER 5
Clerk	26,269	27,657	29,046	30,432	31,822	33,211
Clerk/Typist 1	27,638	29,029	30,416	31,805	33,194	34,582
Clerk/Typist 2	31,142	32,727	34,313	35,898	37,484	39,068
Admin. Aide	36,579	37,784	38,987	40,192	41,395	42,597
Courier/Data Entry Laborer- Town Hall	20,675	21,634	22,590	23,547	24,504	25,461
Records Coordinator	27,454	28,885	30,316	31,747	33,178	34,610
Court Clerk	31,215	32,801	34,387	35,973	37,558	39,144
Deputy Town Clerk	28,368	29,755	31,146	32,533	33,922	35,310
Building Inspector	39,291	41,256	43,222	45,186	47,152	49,115
Fire Inspector	29,659	30,845	32,031	33,218	34,405	35,591
Sr. Cit. Outreach Worker	24,485	25,465	26,443	27,421	28,399	29,380
Sr. Citizen Bus Dispatcher	25,027	26,111	27,180	28,275	29,357	30,439
Custodial Worker	\$11.72	\$12.18	\$12.64	\$13.12	\$13.57	\$14.04
Sr. Citizen Bus Driver	\$12.56	\$13.45	\$14.35	\$15.23	\$16.12	\$17.05
Receptionist	24,171	25,290	26,409	27,528	28,649	29,771
Assessment Clerk	31,667	33,203	34,740	36,274	37,813	39,346
Sr. Assessment Clerk	36,329	38,071	39,811	41,553	43,295	45,036
Zone Enf. Officer	38,075	40,168	42,261	44,356	46,451	48,544
Bldg. Maintenance Foreman	24,390	25,365	26,346	27,324	28,304	29,283
Computer Network Admin. / Records Coordinator	39,172	41,137	43,103	45,067	47,032	48,994
Animal Control Officer	31,035	31,952	32,875	33,794	34,715	37,974

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

APPENDIX "B"

DISPUTE AND GRIEVANCE PROCEDURE

Section 1. Declaration of Principle

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

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

Section 2. Subject Matter

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

Section 3. Submission of Grievances

Initial Stage

- A. An employee who claims to have a grievance shall present his/ her grievance to the immediate supervisor orally, within thirty (30) days after the grievance occurs, or becomes known to the employee.
- B. The immediate supervisor shall discuss the grievance with the employee; shall make such investigation as necessary, and shall consult with his/her superiors if necessary on an informal basis.
- C. Within three (3) days after the presentation of the grievance, the immediate supervisor shall make his/her decision and communicate the decision to the employee presenting the grievance and to the employee's representative, if any.

Second Stage

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

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

Section 3. Submission of Grievances (continued)

Second Stage (continued)

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

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

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

Third Stage

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

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

Final Stage

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

Section 4. General Considerations

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

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