

AGREEMENT

BY AND BETWEEN

THE GUILDERLAND POLICE BENEVOLENT ASSOCIATION

AND

THE TOWN OF GUILDERLAND

January 1, 2025 through December 31, 2027

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ARTICLE 1
RECOGNITION

1.1 The employer hereby recognizes the Guilderland Police Benevolent Association (hereinafter "PBA" or "Union") as the sole and exclusive collective bargaining representative for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment, and the administration of grievances arising thereunder for all Police Officers (including Senior Patrol Officers), Sergeants, First Sergeant, Technical Police First Sergeant, Investigators, and Senior Investigator employed by the Town of Guilderland Police Department, excluding the Chief of Police, Captain and all Lieutenants, and all other employees of the Police Department and of the employer, for the term of this Agreement.

1.2 The Command structure of the Police Department shall consist of the following:

One (1) Chief

Two (2) Lieutenants, or, One (1) Deputy Chief and One (1) Lieutenant, or one (1) Captain and one (1) Lieutenant

At least four (4) Sergeants

At least one (1) Senior Investigator

At least two (2) Investigators

1.2.1 The Town may change the position of Senior Investigator but only upon notice to the PBA and the bargaining of the impact of any change and subject to the mandates of any other law.

ARTICLE 2
LEGISLATIVE APPROVAL

2.1. 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 3
MANAGEMENT RIGHTS

3.1 It is agreed that the Town, except as superseded by, limited by, or modified by this Agreement, and/or applicable law, administrative rules or regulations, retains and reserves unto itself and its duly elected officials, the following: all of the authority, powers, rights and responsibilities conferred upon, invested in it and its officials by law, ordinance or applicable administrative rules or regulations including, but not limited to, the right to determine the mission, purpose, objectives, programs, services and policies of the Town; to determine the facilities, methods, means and number of personnel required for conduct of Town programs; to administer personnel policies such as selection, recruitment, and hiring of employees, pursuant to and as is consistent with and in accordance with this Agreement and applicable law, and/or administrative rules or regulations; to direct, deploy, utilize and determine the size of the work force; to lay off, demote, discharge or otherwise discipline employees in accordance with the provisions of this Agreement, and/or applicable law, administrative rules or regulations and to relieve employees from duties because of lack of work, shortage of funds, reorganization, to maintain the efficiency of its operations. Provided, however, that none of the above language takes away the right of the PBA to negotiate the impact of any decision made under this clause.

It is agreed by the Town, the Department and the PBA that the Town and Department are obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Department and to establish policies and regulations that will ensure such equality of opportunity, consideration and treatment of all members employed by the Town/Department.

ARTICLE 4
EMPLOYEE'S BILL OF RIGHTS

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

- (a) An employee shall be entitled to Union representation at each and every step of the grievance procedure and/or stage of a disciplinary proceeding;
- (b) 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;
- (c) No recording devices of any kind shall be used during any disciplinary proceeding;
- (d) In all disciplinary hearing proceedings, the burden of proof shall rest with the employer;
- (e) No employee shall be required to undergo a polygraph test;
- (f) No employee shall be coerced or intimidated or suffer any reprisal, directly or indirectly, that may adversely affect his/her hours, wages or working conditions as the result of the exercise of his/her rights under this Agreement;
- (g) There shall be no disciplinary transfers;
- (h) 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 data, if any).

ARTICLE 5
UNION SECURITY

5.1 Union Dues Deduction

5.1.1 The employer shall deduct Union membership dues in accordance with the amount certified by the Union from all employees who have executed such authorization from payroll deduction of Union dues, and shall remit the aggregate total of all such deductions, together with a list of employees for whom such deductions were made, to the treasurer of the Guilderland Police Benevolent Association.

5.2 Insurance Premium Deduction

5.2.1 Provided the employer has received from an employee an appropriate written authorization, the employer shall deduct premiums for Union sponsored insurance, remitting the aggregate total of all such deductions, together with a list of employees for whom deductions were made, to whatever recipient the Union directs in writing.

5.3 Access to Premises

5.3.1 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 Chief of Police, or his/her designee, so that, if consistent with departmental operational requirements, mutually satisfactory arrangements may be made.

5.3.2 The employer shall provide meeting space to the Union upon written advance notice from the PBA President in space, which may be available.

5.4 Bulletin Boards

5.4.1 The employer will provide a suitably located bulletin board of appropriate size for the Union's exclusive use. The size and location of the bulletin board is agreed upon by the parties.

5.5 Printing, and Distribution of Agreement

5.5.1 The employer shall provide each bargaining unit employee with a copy of this Agreement, and each new employee as they are hired.

5.6 Union Stewards and Union Activities

5.6.1 The Union may designate one or more employees as a steward. The Union shall certify, in writing, to the employer the names of Union officers and stewards. Should a Union officer or steward desire to investigate or process a grievance during his/her working hours, he/she shall obtain prior permission from the Chief of Police. Permission shall not be unreasonably withheld.

5.6.2 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 or steward whose name has been submitted to the employer, in writing, shall be permitted to engage in the following activities subject to the prior approval of the Chief of Police:

- post Union notices and literature

- transmit communications authorized by the local Union or its officers to the employer, or his/her representative

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

ARTICLE 6

WORK TIME/SCHEDULING/SENIOR PATROL OFFICER, TECHNICAL POLICE FIRST SERGEANT/SPECIAL UNITS

6.1 Work Week

6.1.1 The basic work-week for all members of the bargaining unit shall be forty (40) hours a week. The work schedule shall be five (5) consecutive days on (eight (8) consecutive hours per day), and two (2) consecutive days off. It is contemplated the above referenced work-week and schedule will remain in effect throughout the term of this Contract. If the Town intends to change either, it will notify the PBA and negotiate said matter in good faith.

6.2 Work Day

6.2.1 The normal work shift shall consist of eight (8) consecutive hours (within a twenty four (24) hour period commencing from the start of the employee's normal work shift), which shall include a paid thirty (30) minute meal period and two (2) twenty (20) minute paid rest breaks.

6.2.2 All employees shall be scheduled to work a shift, which shall have a regular starting time and quitting time to the extent practicable.

6.2.3 The Maximum Work Day

No employee shall be required to work more than 16 hours straight and if an employee has worked 16 hours or longer there shall be least 6 hours before his/her next shift. Except in an emergency situation an employee may be mandated to work up to one (1) additional hour, and, shall be compensated for this additional hour at "double time rate".

6.3 Shift Bidding

All shifts shall be placed up for bid once per year. (By shifts, we mean the hours of the day a bargaining unit Member will work and the days off assigned to

that particular slot). Any member of the unit can then bid by seniority for the shift and days off he/she wants. Bargaining Unit Members must bid those shifts within their division or unit. As for example: juvenile within juvenile, detectives within detectives, sergeants within sergeants (except the Technical Police First Sergeant and First Sergeant).

The Chief or his/her designee shall post the Departmental Shift Schedule no later than November 1 of the preceding year. A separate list shall be posted alongside the Shift Schedule listing each employee by seniority and specifying a corresponding twenty-four (24) hour sign-up period for each member. An example of said list is as follows:

<u>Name</u>	<u>Sign-Up Period</u>
1. John Smith	November 15
2. Jane Doe	November 16

Commencing on November 15, each employee shall examine said schedule and sign his/her name, within rank and by order of seniority, to the shift position of his/her choice. An employee or his/her designee may sign his/her name at any time during his/her designated "Sign-Up Period". An employee who does not sign during his/her designated "Sign-Up Period" may do so any time thereafter but may only sign to then available shifts.

6.3.1 Probationary Members

Probationary members, (members that have not been on the force for one year), shall be scheduled as follows:

1. Probationers shall be assigned to their shifts after the regular bidding is done.
2. The Chief has the right to assign probationers to any schedule of hours and days off that he/she deems appropriate. However, once these are assigned, these cannot be changed without good cause for the period of probation.
3. The period of probation is one year from the date of hire. After that time the probationary member then gets to bid as any other unit member would.

6.3.2 Senior Patrol Officers

1. There shall be the job assignment(s) of Senior Patrol Officer in the Department.
2. The Senior Patrol Officer job assignment(s) shall be filled in accordance with

Article 16 of this Agreement.

3. Senior Patrol Officer(s) shall remain on the Patrol Officer Seniority list and shall bid as a Patrol Officer for regular days off, vacation and shifts in accordance with Article 6.3, Article 9.1.3 and Article 16.1.1 of this Agreement.
4. Senior Patrol Officer(s) shall remain on the Patrol Officer overtime wheel consistent with the current practice and procedure.
5. In the event that a member serves in the assignment of a Senior Patrol Officer in excess of two years and is promoted to the rank of Sergeant, his/her starting Sergeant salary shall be at the Sergeant second rate.
6. Except as expressly provided to the contrary in this section (6.2.3), all other provisions of this Agreement shall apply to the job assignment(s) of Senior Patrol Officer.

6.3.3 Technical Police First Sergeant

1. There shall be the Civil Service position of Technical Police First Sergeant in the Department. Absent an emergency and/or extraordinary circumstances, the Technical Police First Sergeant shall not perform patrol duties, shall not be in the patrol chain of command and shall not be eligible for Patrol Sergeant overtime.
2. The Technical Police First Sergeant shall work a shift of Monday through Friday, 7:00 a.m. – 3:00 p.m. The shift of the Technical Police First Sergeant shall not be changed to avoid the payment of overtime. The Technical Police First Sergeant may, however, work flexible hours upon his/her request and with the consent of the Chief or his/her designee.
3. The Technical Police First Sergeant shall receive the following paid holidays and shall not be scheduled to work thereon:
 - a. New Year's Day
 - b. President's Day
 - c. Memorial Day
 - d. Labor Day
 - e. Veteran's Day
 - f. Thanksgiving Day
 - g. Day after Thanksgiving

- h. Christmas Day
- i. Martin Luther King Day
- j. Independence Day
- k. Columbus Day
- l. Election Day
- m. Good Friday
- n. Juneteenth

The Technical Police First Sergeant shall not receive pass days in lieu of the above holidays.

- 4. In the event that the Technical Police First Sergeant works on Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and/or New Year's Day, he/she shall be paid double his/her normal rate of pay for each hour worked. In the event that the Technical Police First Sergeant works on any of the other holidays listed above, he/she shall be paid at his/her overtime rate for each hour worked.
- 5. Except as expressly provided to the contrary in this section 6.3.3, all other provisions of this Agreement shall apply to the position of Technical Police First Sergeant.

6.3.4 Special Units.

There shall be the following special units in the department: Traffic Safety, Juvenile and Canine Units and the Retail Interdiction Detail ("RID"). As regards these units, the department has the right to choose personnel in accordance with the terms in the present contract. However, as regards the shifts for these units, the following shall apply:

Traffic Safety shifts shall be bid by seniority from the established shifts laid out in paragraph 6.3.5(1) below. As regards the Juvenile and Canine Units and the RID, the shifts can be selected by the Chief and detailed prior to the time that bids are done for this position. Once the shift has been selected and the person has been in the position, that shift must remain the same for a period of one year.

The Canine Officer shall be paid an annual stipend of four thousand six hundred and thirteen dollars (\$4,613.00) to be paid on a bi-weekly basis. The annual stipend shall not be included in base pay. Effective January 1, 2025,

January 1, 2026 and January 1, 2027, the annual Canine Officer stipend shall be increased by three percent (3%) in each year respectively and shall be four thousand seven hundred and fifty-one dollars (\$4,751.00) in 2025, four thousand eight hundred and ninety-four dollars (\$4,894.00) in 2026, and five thousand and forty-one dollars (\$5,041.00) in 2027.

A copy of the Canine Agreement is annexed hereto, made a part hereof and incorporated herein by reference as Appendix "D". The Town, the PBA and each Canine Officer(s) shall execute and be bound by the attached Canine Agreement for the term of this Agreement.

Employees assigned to the RID shall be paid an annual stipend of one thousand five hundred dollars (\$1,500). This stipend shall be paid on a bi-weekly basis and shall be counted for all calculation purposes including overtime and pension/retirement purposes. Effective January 1, 2025, January 1, 2026 and January 1, 2027, the annual RID stipend shall be increased by three percent (3%) in each year respectively and shall be one thousand five hundred and forty-five dollars (\$1,545.00) in 2025, one thousand five hundred and ninety-one dollars (\$1,591.00) in 2026, and one thousand six hundred and thirty-nine dollars (\$1,639.00) in 2027.

6.3.5 Established Shifts

1. There shall be the following established shifts for the department
 - A. 11:00 pm to 7:00 am (A – Line)
 - B. 7:00 am to 3:00 pm (B – Line)
 - C. 3:00 pm to 11:00 pm (C – Line)
2. An overlap shift(s) may be available, but not mandatory, with prior approval of the Chief of Police or his/her designee to a member based on seniority.

6.4 Substitution

- 6.4.1 An employee may voluntarily substitute for another provided: the substitution does not impose additional costs; it is within rank only; and the superior officer is notified in advance and the request is approved by the Chief of Police, or his/her designee.

6.5 Premium Pay and Other Emoluments

- 6.5.1 For the purpose of computing overtime pay, the rate of pay for overtime hours worked shall be computed on the basis of thirty five (35) hours per week, or seventy

(70) hours per pay period for all hours worked in excess of forty (40) hours per week (the same formula presently used for other Town employees).

6.5.2 An employee shall be paid one and one-half (1-1/2) times the hourly rate based on the Formula of Compensation set forth in 6.5.1 above for all hours worked in excess of eight (8) hours in any work day or forty (40) hours in any work week.

6.5.3 All in-service training authorized by the employer to be held outside of an employee's regular work hours shall be paid for at the overtime rate of pay, with a minimum guarantee of two (2) hours.

6.5.4 In the event an employee is scheduled to attend a training school which conflicts with an employee's regular days off, it shall be the employee's option to either be paid overtime for the regular days off or change to alternate days off to accommodate the training. This will not entail an employee working double shifts.

6.5.5 Time during which an employee is absent from work because of vacation, holidays, personal leave or sick leave, shall be considered time worked for the purpose of computing overtime.

6.5.6 In the event that an employee is called in for a special conference outside of his/her regularly scheduled work shift, he shall be paid the overtime rate of pay for all hours, with a minimum guarantee of two (2) hours at the overtime rate.

6.6 Compensatory Time

6.6.1 Employees may elect to take compensatory time in lieu of a cash payment for any overtime earned.

6.6.2 Compensatory time shall be computed on the basis of one and one-half (1½) hours for each hour of overtime earned. Employees may elect to take all or part of the overtime earned in compensatory time (e.g., an employee who works eight (8) hours of overtime may elect to take eight (8) hours in compensatory time and receive the remaining four (4) hours in pay).

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

6.6.4 Employees shall request compensatory time leave in increments on one (1) hour, two (2) hours, four (4) hours or eight (8) hours.

6.6.5 Employees may accumulate and carry over from year to year up to a maximum of ninety (90) hours of compensatory time leave. All compensatory time over ninety (90) hours must be paid in cash at the then current rate of pay.

6.6.6 Employee shall have the option of converting accumulated compensatory time leave to vacation solely for the purposes of selling back unused vacation pursuant to Article 9.2.1 of this Agreement.

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

6.7 Call Back Pay

6.7.1 If an employee is required to report prior to his/her regularly scheduled work shift, the employer shall give him/her maximum advance notice. If an employee is required to report one (1) hour or less prior to his/her regularly scheduled work shift, he/she shall be paid for time worked at the applicable rate. If, however, an employee is required to report more than one (1) hour prior to his/her regularly scheduled work shift, he/she shall receive forty-eight (48) hours notice, and if he/she does not receive such notice, the employee shall have the option to claim four (4) hours minimum pay pursuant to 6.7.2.

6.7.2 If, however, an employee is otherwise required to return to duty outside his/her regularly scheduled work shift, he/she shall receive pay for those hours but shall be entitled to four (4) hours minimum pay, in which event he/she may be required to perform a minimum of four (4) hours work.

6.7.3 An employee who works four (4) additional hours following his/her regularly scheduled shift shall receive a thirty (30) minute meal period with pay at the applicable rate within that four (4) hours of overtime, so that the employee works three and one-half (3-1/2) hours within that four (4) hour period.

6.8 Court Appearance

6.8.1 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 his/her overtime rate of pay. However, if the officer is required to stay past three (3) hours, he/she will be paid for the actual amount of time he/she was there. If he/she utilizes a means of transportation not supplied by the employer, he/she shall be compensated for mileage at the then current Internal Revenue Service mileage reimbursement rate.

6.9 Overtime Distribution

6.9.1 The employer shall endeavor to equalize all Patrol Division overtime within rank over a twelve (12) month period, beginning January 1 and ending December 31 of the same calendar year. Equalized distribution of overtime shall be based upon a total number of overtime hours worked and a total number of overtime hours refused. In the event of a tie in the number of hours between members, the overtime shall then be awarded to the most senior member. A refused offer of overtime shall be considered as accepted for the purpose of computing equalization. A record of overtime assigned and worked shall be maintained and made available upon request.

6.9.2 Each employee shall, based on seniority, have the option of refusing such overtime assignments within the department.

6.9.3 Order in Procedure

Upon notification that a shift needs to be filled, other than monthly overtime, the Sergeant on duty will call members using the overtime list as it is presently used. If no member is interested in working the shift, the Sergeant will order the least senior officer that is working at that time, and who is eligible to work. If the least senior officer is not eligible, the Sergeant should move to the next least senior officer who is eligible. Should all the officers on the shift be ineligible, the Sergeant shall have the ability to order officers, by inverse seniority, from off duty. Any least senior member who is already working an overtime shift at the time of the required overtime work shall not be considered eligible to be assigned; no officers shall be ordered in from off duty, with the exception of a Town declared Emergency, or, when all the officers working the current shift are ineligible.

ARTICLE 7
SALARIES AND OTHER COMPENSATION

7.1 Salaries

7.1.1 All members of the bargaining unit shall have their salaries increased as follows:

Effective January 1, 2025: Increase of 3.00%

Effective January 1, 2026: Increase of 3.00%

Effective January 1, 2027: Increase of 3.00%

The salaries for said period are set forth in Appendices "A-1", "A-2", "B-1", "B-2", "B-3", "C-1", "C-2", and "C-3" (collectively "Salary Schedules"), which appendices are attached hereto, incorporated herein and shall be considered a part of this section for all purposes as if fully set forth herein.

7.1.2 All employees shall receive longevity service pay each year as reflected in the attached salary schedules after five (5), seven (7), ten (10), twelve (12), fourteen (14), fifteen (15), sixteen (16) eighteen (18) and twenty (20) years of continuous service, such additional pay to be considered as base pay.

7.1.3 Effective January 1, 2025, employees shall be entitled to Seniority Pay on an annual basis in the following amounts:

10 Years of Service-14 Years of Service	\$1,000.00
15 Years of Service-19 Years of Service	\$2,000.00
20+ Years of Service	\$2,500.00

Seniority Pay shall be added to base salary for payroll purposes, paid on a bi-weekly basis and shall be included for all calculation purposes, including but limited to overtime and pension calculations.

7.1.4 All increments, including longevity service payments and Seniority Pay, shall become effective on the employee's anniversary date of hire.

7.1.5 Effective January 1, 2025, there shall be a shift differential paid to those officers who bid the afternoon shift (3:00 p.m. – 11:00 p.m.) and those officers who bid the midnight shift (11:00 p.m. – 7:00 a.m.) paid in equal increments throughout the calendar year as follows:

3:00 p.m. – 11:00 p.m. \$\$1,700

11:00 p.m. – 7:00 a.m. \$\$2,000

7.1.6 Effective January 1, 2025, members of the Investigative Unit shall receive a stipend in the amount of three (3) hours at their overtime rate of pay for each week that they are on call. This stipend shall be paid on a bi-weekly basis and shall not be used in the calculation of the overtime rate.

7.1.7 Effective January 1, 2025, Sergeants shall receive a stipend in the amount of three (3) hours at their overtime rate of pay for each week that they are on call. This stipend shall be paid on a bi-weekly basis and shall not be used in the calculation of the overtime rate.

7.1.8 Effective January 1, 2025, members who perform the duties of Field Training Officer shall receive a stipend in the amount of one-half (½) hour at their overtime rate of pay for each day or portion of that day that they perform the duties of a Field Training Officer.

ARTICLE 8

HOLIDAYS

8.1.1 In lieu of holidays, employees will receive fourteen (14) pass days per year. Pass days are earned on the first of every month with the 13th and 14th pass days being earned on January 1 of each calendar year. Employees shall be entitled to schedule seven (7) pass days per year at their discretion by notifying the employee in charge of scheduling by the 15th of the month prior to the month in which the pass day is scheduled. The other seven (7) pass days will be assigned by the Chief or his/her designee. The employer will endeavor to schedule the remaining seven (7) pass days consistent with an employee's regular day off and, in the event of a conflict, the employer will designate pass days by seniority.

8.1.2 Each employee who works on the following holidays shall be paid double his/her normal rate of pay for each hour worked. The holidays are: Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas and New Year's Day. An employee who is called into work on one of these designated holidays while he/she is on paid

leave, shall be paid for a minimum of two (2) hours at double his/her overtime rate of pay. If the employee works more than two (2) hours, he/she shall be paid double his/her overtime rate of pay for the total amount of time worked. In addition, such employee shall have his/her leave accruals charged for said day and be paid for said leave when he/she is called into work on one of the holidays designated above.

ARTICLE 9
VACATIONS

9.1 Eligibility

9.1.1 Employee's vacation time shall be earned on a monthly basis at the rate of eight (8) hours per month (i.e., 12 work days per year) and credited to the employee on the 1st day of the following month. Any vacation accrued under the method in place prior to January 1, 2022 shall be credited to the employee prior to the start of the new method. New employees must complete at least six (6) months of service before they are entitled to use vacation credits earned. Upon the completion of three (3) years of service with the Town, an employee shall receive additional vacation days posted to accruals on the employee's anniversary date of hire by the Town as follows:

<u>Continuous Service</u>	<u>Days' Vacation</u>
After 3 years	3 work days
After 4 years	3 work days
After 5 years	4 work days
After 6 years	5 work days
After 7 years	6 work days
After 8 years	7 work days
After 9 years	8 work days
After 10 years	10 work days
After 15 years	11 work days
After 20 years	12 work days
After 25 years	13 work days

9.1.2 Vacation shall be in addition to regular days off and pass days.

9.1.3 Seniority shall prevail in the selection of vacation periods provided the public interest is not prejudiced.

9.2 Buy-Back and Accruals

9.2.1 After the completion of two (2) years of service, employees shall have the right to sell back unused vacation up to a maximum of forty (40) hours per calendar year. An employee can sell back vacation up to two times per year. Payments for unused vacation shall be made in the first payroll period of June of each year and the first payroll period of December of each year.

9.2.2 Employees can carry over up to a maximum of forty (40) days of unused vacation from one calendar year to the next calendar year. Employees can accrue more than forty (40) days of vacation during the calendar year but, absent extenuating circumstances or permission from the Chief or his/her designee, any unused vacation in excess of forty (40) days on December 31 shall be forfeited.

9.2.3 In the event of death, retirement or separation from employment for any reason, employees shall be compensated in cash for unused vacation up to a maximum of thirty (30) days. However, in the event an employee is dismissed for conduct that constitutes a crime, there will be no payment to said employee for unused vacation leave.

ARTICLE 10
PAID LEAVES

10.1 Sick Leave

10.1.1 Each employee shall be entitled to sick leave after three (3) months of continuous service. Each employee shall be credited one (1) day 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 one hundred and fifty (150) days,

10.1.2 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 employee's supervisor.

10.1.3 An employee will not be required to produce a physician's certification of

his/her fitness to return to work except that the employer may require a certificate if the absence is for five (5) or more consecutive days.

10.1.4 An employee who will not be able to report for his/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 one (1) hour prior to the start of tour of duty.

10.2 Maternity Leave

10.2.1 Female employees will be entitled to the benefits as provided by Section 205 of the New York State Workers' Compensation Law up to a maximum of seven (7) weeks.

10.2.2 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 sick leave benefits only for that period of temporary inability or disability certified by the employee's physician, provided that the employee has accumulated sufficient sick leave days to cover the request. A female employee shall be entitled to leave without pay for child care for up to seven (7) months following the date of delivery. For purposes of computing the seven-month period, those periods during which the employee was absent for "disability" are included, and the seven (7) month period will not be extended by the granting of disability leave or the use of accrued leave.

10.2.3 Notwithstanding the original terms of the leave, the employee may return to employment duties after a reasonable notice (fifteen (15) days minimum) to the Chief of Police, and after the attending physician has determined the employee is physically able to return to duty.

10.2.4 All benefits that relate to sick leave 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.

10.3 Job Related Injury and Illness (207-c)

10.3.1 Any member who is injured or taken ill in the performance of duty shall be officially designated in writing as being classified and placed on 207-c by the

employer. An employee on 207-c shall retain his/her health insurance and medical benefits for himself/herself and his/her family as guaranteed under the contract, for up to eighteen (18) months from the time his/her injury was classified as 207-c injury/illness. After that, the employee may use any sick time or other accrued time as a way of keeping his/her health insurance and his/her family's health insurance and medical benefits intact. An employee classified and placed on 207-c shall have the right to grieve under this contract if any health insurance or medical benefits are denied to him/her. The General Municipal Law Section 207-c Procedure is annexed hereto as Appendix "F".

10.4 Personal Leave

10.4.1 Each employee shall be entitled to six (6) days of personal leave per year.

10.4.2 Upon application to the Chief of Police, personal leave will be granted in segments of not less than four (4) hour periods. Ordinarily, twenty-four (24) hours notice must be given in any request for personal leave. However, if that is not possible or if there are other exigent circumstances, such leave may be approved without twenty four (24) hours notice but at the discretion of the Chief of Police, or his/her designee. Personal leave shall not be denied, if twenty-four (24) hour notice is given, except in the cases of serious emergency, or, if it would require more than 50% of the shift coverage to be on overtime.

10.4.3 Unused personal leave shall, at the end of each calendar year and at the option of the employee, be converted to vacation time or be paid for at the regular daily rate of pay in the first payroll period of December of each year.

10.5 Bereavement Leave

10.5.1 Bereavement Leave is leave with full pay for the purpose of attending the funeral, for religious observance or for such other purposes relating to the death of an employee's immediate family. Bargaining unit members shall be entitled to three (3) days of bereavement leave for the death of an immediate family member.

10.5.2 For such purpose, the term "immediate family" shall mean a spouse, child (natural, step or foster), child's (natural, step or foster) spouse, sister (natural, step or foster), brother (natural, step or foster), brother-in-law, sister-in-law, parent (natural, step or foster), grandparent, grandchild, mother-in-law or father-in-law of the employee and shall also include any person residing with the employee.

10.5.3 With a supervisor's permission, sick leave may be taken in conjunction with bereavement leave.

ARTICLE 11
UNPAID LEAVES

11.1 Eligibility

11.1.1 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 his/her supervisor, 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.

11.1.2 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, AND OTHER INSURANCE COVERAGE

12.1 Coverage and Eligibility

12.1.1 All employees in the bargaining unit shall be eligible for hospitalization and medical insurance coverage for themselves and all of their eligible dependents under the Capital District Physicians Health Plan Co-Pay \$25 (CDPHP Group # 10008401) which shall include a prescription drug rider. All costs, fees and co-pays as are offered on the first day of January 2020 shall be guaranteed by the employer. The employer shall pay the full cost of premiums for the employees, and sixty percent (60%) of the cost of premiums for the employee's dependents.

- a. The Town shall reimburse each employee and his/her eligible dependents and each retiree and his/her eligible dependents up to a maximum annual amount of \$250 for each employee/retiree and up to a maximum annual

amount of \$250 for each of his/her eligible dependents for any prescription drug deductible incurred.

- b. To obtain reimbursement each employee/retiree or his/her eligible dependents shall submit to the Town receipts, cancelled checks, print outs or other documentation (with the name of the prescription drug redacted) from the provider or the insurer, or other proof reasonably acceptable to the Town documenting the expense and a Voucher in the form attached as Appendix "E". A Voucher will not, however, need to be submitted if the employee/retiree or his/her eligible dependents provide the Town with documentation from the provider or insurer of the cost of the services/prescriptions (with the name of the prescription redacted) he/she or his/her covered family member(s) received.
- c. Reimbursements set forth in paragraph b shall be paid as follows:
 1. Requests for reimbursement submitted during the period January 1 through March 31 shall be paid on or before May 15.
 2. Requests for reimbursement submitted during the period April 1 through June 30 shall be paid on or before August 15.
 3. Requests for reimbursement submitted during the period July 1 through September 30 shall be paid on or before November 15.
 4. Requests for reimbursement submitted during the period October 1 through December 31 shall be paid on or before February 15 of the following year.
 5. Submissions for reimbursement received by the Town more than thirteen (13) months from the date the expense was incurred shall not be subject to reimbursement.
 6. Any payment by the Town which is made later than the payment due dates set forth herein shall incur interest at the rate of five (5%) percent per annum for the period by which such payment is late.

12.1.2 An employee may refuse health insurance coverage provided that he/she submits proof of other coverage. An employee who opts out of health insurance coverage through the Town shall receive payment in the amount of one thousand two hundred and fifty (\$1,250.00) dollars annually. Effective January 1, 2022, the

health insurance opt-out payment shall be increased from one thousand two hundred and fifty (\$1,250.00) dollars annually to three thousand five hundred (\$3,500.00) dollars annually. An employee shall not be entitled to the opt out payment if the employee and his/her spouse or parent are all employed by the Town and the employee is being provided with health insurance coverage by the Town through his/her spouse or parent. Employees who lose their other coverage during a calendar year or decide to be covered by the Town's health insurance may re-enroll in one of the Town's plans in accordance with applicable law and applicable provisions of the plan. The payment in lieu of insurance coverage shall be made to the employee in the second payroll period of December of each year. The amount of payment shall be prorated for any period during a calendar year in which the employee was enrolled in one of the Town's health plans.

12.1.3 Any health insurance provided by this Agreement will continue to be provided to the surviving spouse and eligible dependents of any employee who is killed or dies as a result of performance of official, police duties, at no cost to the employee's surviving spouse and eligible dependents, until the surviving spouse remarries or the dependents no longer qualify.

12.1.4 Retiree Health Insurance

a. 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 hospitalization and medical insurance coverage, including a prescription drug plan, the retiree must have at least ten (10) years of service with the Town or been granted a disability retirement by the Office of the New York State Comptroller. The hospitalization and medical insurance plans available to retirees and their eligible dependents shall be the same plans available to active members of the PBA bargaining unit. Upon becoming Medicare eligible, the Town shall provide the retiree and his/her eligible dependents with coverage under an approved Medicare Advantage Plan with a prescription drug plan. Employees retiring after January 1, 2011 will not have their Medicare Part B premiums paid by the Town.

b. Employees who retire with at least ten (10) years but less than twenty (20) years of service with the Town and do not have twenty (20) years of service credit with the New York State Police and Fire Retirement System will have fifty percent

(50%) individual coverage and thirty-five percent (35%) family coverage paid by the Town.

Employees who retire with at least ten (10) years but less than twenty (20) years of service with the Town but have at least twenty (20) years of service credit with the New York State Police and Fire Retirement System will have the one hundred percent (100%) individual/fifty percent (50%) dependent coverage paid by the Town, as referred to in paragraph c below reduced by one percent (1%) for each year that they are shy of twenty (20) years of Town service. For example, if an employee retires with fifteen (15) years of service with the Town but has at least twenty (20) years of service credit with the New York State Police and Fire Retirement System, he/she will have ninety-five percent (95%) individual and forty-five percent (45%) dependent coverage paid by the Town.

c. Employees who retire with twenty (20) or more years of service with the Town will have 100% individual coverage and 50% dependent coverage paid by the Town.

d. Employees who are granted a disability retirement and have less than ten (10) years of service with the Town will have 50% individual coverage and 35% family coverage paid by the Town.

e. Employees who are granted a disability retirement who have at least ten (10) years of service with the Town will have 100% individual coverage and 50% dependent coverage paid by the Town.

f. Upon retirement, an employee's unused sick leave shall be converted to a cash equivalent using his/her then hourly rate of pay and will be used to pay the retiree's portion of the hospitalization and medical insurance (including a prescription drug plan) premium.

g. For purposes of this paragraph, the hospitalization and medical plan with prescription drug coverage that is being offered to active PBA bargaining unit members shall be designated as the Base Plan. Retirees, their spouse and/or eligible dependents may elect to be covered by a hospitalization and medical plan which includes prescription drug coverage other than the Base Plan. Retirees electing a hospitalization and medical plan which includes prescription drug coverage other than the Base Plan must provide documentation to the Town verifying the monthly premium being paid by them. Upon receipt of such documentation, the

Town shall reimburse the retiree for the monthly premium paid by him/her for hospitalization and medical coverage (including prescription drug coverage) up to the dollar amount paid by the Town for the corresponding Base Plan coverage as calculated pursuant to paragraphs b. through f. above.

12.2 Disability Insurance Benefits

12.2.1 The employer will provide an insurance policy providing benefits under New York State Disability Benefit Law and Pay one hundred (100%) percent of the cost of premiums for employees.

12.3 Psychological Counseling

12.3.1 The Town will institute and maintain an E.A.P. program that shall include free psychological counseling for any member of the bargaining unit.

ARTICLE 13
RETIREMENT PROGRAM

13.1 Eligibility

13.1.1 All employees in the bargaining unit shall be eligible to be covered under the provisions of the New York State Police and Firemen's Retirement System, Section 384, which provides for retirement at one-half (1/2) pay after 25 years of Service, regardless of age, the full cost of which shall be borne by the employer.

13.1.2 As of January 1, 1991, all employees in the bargaining unit shall be eligible to be covered under the provisions of the New York State Police and Firemen's Retirement System, Section 384d, which provides for retirement at one-half (1/2) pay after 20 years of service, regardless of age, the full cost of which shall be borne by the employer.

13.1.3 As of January 1, 2001 all employees in the bargaining unit shall be eligible to be covered under the provisions of Section 384-e of the NYS Policemen and Firemen Retirement System. The full cost of such provision shall be covered by the employer.

13.1.4 Effective January 1, 2025, the Town shall provide all employees the benefits of New York State Retirement and Social Security Law Section 341(j). At the time of retirement, employees must choose between this benefit and converting sick time to

a bank pursuant to Article 12.1.4(f) above.

ARTICLE 14
EDUCATION BONUS

14.1 In addition to annual base salary under Article 7, the employer shall pay an educational bonus, in accordance with the following schedule, to each employee who qualified for that payment: Fifty (\$50.00) dollars for each fifteen credits earned by satisfactory completion of a police related course on a college (non-correspondence) level to a maximum of three hundred (\$300.00) dollars upon an employee's receiving an Associate Degree and six hundred (\$600.00) dollars upon an employee's receiving a Bachelor's Degree. The educational bonus shall be paid in a lump sum upon the employee's anniversary date of hire.

14.2 All college credited police courses that are passed with a grade of C or better shall be reimbursed by the town. If said courses are non criminal justice related, approval for such courses has to be obtained from the Town Board or its designees *prior* to said course being taken. The Town shall be notified by September 15, of the previous year of all courses that any *officer* wishes to take for the following calendar year. In the event such notification is not given the Town may deny reimbursement. The maximum amount that the Town may be required to spend on this reimbursement policy for the police shall be \$5,000 per year.

ARTICLE 15
UNIFORMS AND MAINTENANCE

15.1 Allocation

15.1.1 The basic uniform and equipment shall consist of the following for full time permanent employees:

5 long sleeve shirts	1 winter jacket
5 short sleeve shirts	all leather gear
4 pair of trousers	.45 cal semi automatic with ammo
2 hats	Collar brass and 2 badges

2 ties	Handcuffs
2 pair of shoes	Night stick and flashlight
1 pair of winter shoes	1 raincoat
Rubber shoe covers	1 bulletproof vest
(1 low and 1 high)	1 Ike jacket

15.1.2 The employer shall, upon evidence satisfactory to the Chief of Police, repair or replace an employee's articles of uniform required to be repaired or replaced as a result of normal usage, wear and tear in the performance of required duties, to a maximum expense of six hundred (\$600.00) dollars per year. An employee assigned as a Youth Services Officer shall be allowed to utilize any unused portion of his/her annual Clothing Allowance to purchase clothing/attire worn by him/her in his/her plainclothes assignment. An employee assigned as a School Resource Officer shall be allowed to utilize any unused portion of his/her annual Clothing allowance plus an additional five hundred (\$500) dollars for a maximum of one thousand one hundred (\$1,100) dollars per year to purchase clothing/attire worn by him/her in his/her plainclothes assignment. Youth Services Officer and School Resource Officer allowances shall be reimbursed in January of the following year.

15.1.3 The employer will provide separate reimbursement up to a maximum of two hundred and fifty (\$250.00) dollars 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 the Chief of Police and will be within his/her discretion.

15.1.4 The employer shall, upon satisfactory evidence to the Chief of Police, defray the cost of dry cleaning uniforms in the amount of two hundred and fifty (\$250.00) dollars per year, each year of this Agreement. Payment to defray the cost of dry cleaning shall be made in the first payroll period of December of each year.

15.1.5 The employer will provide each detective/investigator with an annual clothing allowance of One Thousand One Hundred (\$1,100.00) dollars per year.

15.1.6 The employer shall issue, at no cost to the member, new bullet-resistant vests to every police officer reflecting the current state of technology no less than once every five years from the date that the police officer's current vest was issued but no later than the expiration of the warranty for the vest, or sooner, if impacted or deteriorated to reduce the effectiveness for protection.

ARTICLE 16

SENIORITY

16.1 Definition

16.1.1 Seniority shall be determined by the length of service from date of hire as a Police Officer within the Guilderland Police Department. Seniority shall be the basis for selection of regular days off, vacation, shift, job assignments and overtime as described below.

16.1.2 Each employee shall be placed on a seniority list in order of his or her appropriate seniority date. This list shall be maintained and posted by the employer at all times.

16.2 Filling of Vacancies

16.2.1 Whenever a job opening or vacancy occurs in the bargaining unit on any job assignment or work shift, a notice of such opening or vacancy shall be posted on the department bulletin board for a period of fifteen (15) days. The notice shall contain a detailed description and the necessary requirements and qualifications needed.

16.2.2 Any employee interested in the job opening or vacancy may submit an application in writing to the Chief during the fifteen (15) day period. Any application received after the bidding period shall be disqualified. The employee shall, when submitting a bid, furnish a copy to the Union simultaneously.

16.2.3 The employer shall fill such job openings or vacancies from among those employees who have applied who meet the standards of the job requirements. If there is more than one (1) bidder who is equally qualified for the job, then such position shall be filled by the senior bidder.

ARTICLE 17
WORK FORCE CHANGES

17.1 Lay Off and Notification

17.1.1 In the event the employer plans to lay off employees for any reason, the employer shall notify the Union at least ninety (90) 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 and the community, and the possibility of an alternative.

7.1.2 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.

17.1.3 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. All laid off employees shall be placed on a recall list.

17.1.4 When the work force 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/her 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.

17.1.5. No new employee shall be hired until all employees on lay-off status desiring to return to work have been recalled.

ARTICLE 18
GRIEVANCE AND ARBITRATION

18.1 General

18.1.1 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.

18.1.2 No provision in this Agreement shall be interpreted to require the Union to represent an employee in any stage of the grievance procedure if the Union considers the grievance to be without merit.

18.2 Matters Relevant to Grievance Procedures

18.2.1 The time limits set forth in Articles 18 and 19 are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the Union to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the employer to answer within the time limits set forth will entitle the Union to proceed to the next step of the grievance procedure.

18.2.2 Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

18.2.3 A grievance must be originally presented within twenty (20) work days of its occurrence or knowledge of its occurrence.

18.3 Union Representatives

18.3.1 At steps 1 and 2 of the grievance procedure, Union representatives shall have the right to investigate and process grievances for reasonable periods of time during their regular working hours without loss of pay or accrued credits. The President, or his/her designee, shall have the right to prepare for and attend grievance arbitration proceedings without loss of time or pay or accrued leave credits.

18.4 Rights of the Parties

18.4.1 Either party may inspect and copy, upon request, any written statements of witnesses or records which are relevant to the grievance and which are in the possession of the other party in advance of the date of such hearing.

18.5 Grievance Procedure

STEP 1: The employee and/or the Union may initiate a grievance under this Article by presenting it in writing to the Chief of Police within twenty (20) work days after the occurrence of the facts on which it is based, or within twenty (20) work days of the date on which the employee or the Union should reasonably have known of its occurrence, whichever is later. Such grievance will be presented on a form provided by the Union, and shall state the facts on which the grievance is based, and specify

which provisions of the agreement have been allegedly violated and the remedy sought. The Chief of Police, or his/her designee, will meet with the Union representatives with or without the grievant, at the grievant's option, to discuss the grievance, within five (5) work days of his/her receipt of the grievance, and shall render a written decision within five (5) work days of the date of the meeting.

STEP 2: If the matter is not settled at Step 1, or no decision is forthcoming, the grievance may be submitted by the Union within ten (10) work days of the date such decision is received to the Town Supervisor or his/her designee. A meeting shall be held between the Town Supervisor or his/her designee and the Union Grievance Representative no later than ten (10) work days after the date the grievance was submitted at Step 2.

The Town Supervisor or his/her designee shall transmit to the Union his/her decision on the grievance, in writing, within five (5) work days after the date that such meeting was held. In the event that the grievance has not been satisfactorily resolved at Step 2, or no answer is forthcoming, the matter may be submitted to arbitration by the Union.

18.6 Arbitration

18.6.1 In the event that a grievance is not satisfactorily resolved at Step 2, the Union may, within twenty (20) work days from the date the Union received the Step 2 decision, or the date that it should have been due, file a demand for arbitration with either the Public Employment Relations Board or the American Arbitration Association. A copy of the demand for arbitration shall be sent to the employer at the same time it is sent to the arbitration administering agency.

18.6.2 All communications concerning appeals and decisions at this step shall be made by personal service or by registered or certified mail.

18.6.3 The selection of the arbitrator shall be in accordance with the rules of procedure of either PERB or the AAA, depending on the administrative agency the Union chooses.

18.6.4 The arbitrator 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 or award of the arbitrator shall be final

and binding consistent with applicable law and this Agreement. All fees and expenses of the arbitrator shall be divided equally between the parties except that each party shall bear the costs of preparing and presenting its own case.

18.6.5 The arbitrator shall hold a hearing at a time and place convenient to the parties within fifteen (15) work days of the acceptance to act as an arbitrator. The arbitrator shall issue a written decision within fifteen (15) work days after completion of the hearing. The arbitrator from either PERB or AAA shall be bound by the rules of the AAA which are applicable to labor relations arbitrations and which are in effect at the time of arbitration.

18.6.6 Work day as referred to in both Articles 18 and 19 shall mean all days other than Saturday, Sunday, legal holidays recognized by this Agreement, and any holiday declared by the Town of Guilderland.

18.6.7 Failure of the designated employer representative to respond to a grievance in the manner prescribed within the time limit stated, at any step, shall entitle the grievant to proceed to the next step. However, such failure to respond shall not start the time running within which the grievant must proceed to the next step.

18.6.8 A grievance deemed waived or terminated pursuant to Section 18.2.1 shall not be a binding precedent to the granting or denial of any other grievance.

ARTICLE 19

DISCIPLINE

19.1 Exercise of Rights

19.1.1 No employee shall be disciplined or otherwise removed except in accordance with the provisions of this Agreement.

19.1.2 An employee against whom a disciplinary action or measure is pending may elect to follow Sections 75 or 76 of the Civil Service Law or the procedure set forth hereunder. The employee's selection of one shall preclude the use of the other. The employee will make this selection on the appropriate form prior to its submission.

19.1.3 Discipline may be imposed under this Section for conduct related to an

employee's official duties only, unless the employee's off-duty activity, which is the subject of the discipline, seriously impugns the integrity of the Department or constitutes a crime. A disciplinary action or measure shall consist of one of the following: written reprimand, loss of leave credits, suspension without pay, demotion, or dismissal from service.

19.1.4 Whenever the employer seeks imposition of any of the above, the employee shall be served a written notice of specific charges being brought against him/her and the proposed penalty. The notice served on the employee shall contain a detailed description of the alleged acts and conduct, including dates, times and places. A copy of the charges shall be sent to the Union at the same time it is sent to the employee. Notice shall be made by certified or registered mail.

19.1.5 No disciplinary action or measure shall be imposed upon an employee prior to the exhaustion of the appeal procedure set forth herein. An employee may, however, be suspended without pay pending the outcome of such proceedings only if the employer determines that there is probable cause to believe that the employee's continued presence on the job represents an actual danger to persons or property, or would severely interfere with operations. Suspensions without pay may not exceed thirty calendar days. An employee shall not be entitled to pay, however, during any period in which the Union or the employee is not ready to proceed, or the hearing is adjourned at the request of the Union or the employee, or the Union or the employee obtain a stay of arbitration. If the employee is suspended without pay, the determination shall be reviewable by an arbitrator. Before any suspension begins, the disciplined employee, upon his/her request, will be allowed to discuss the matter with his/her Union steward or other authorized representative of the Union before he may be required to leave the premises or his/her duty assignment. The employer will make an area available for this purpose. Disciplinary charges shall be served within twenty (20) work days of any official verbal notification.

19.1.6 An employee against whom disciplinary charges are brought shall have the right to appeal such action. Upon receipt of such notification, an employee shall have eight (8) calendar days to file with the Chief of Police a written response to the charges, a copy of which shall be sent to the Union. The employee, in his/her

response, may deny the charges, may admit the charges and accept the penalty proposed, or admit the charges but reject the penalty proposed. Should the employee deny the charges, or admit the charges but reject the penalty proposed, he shall also include in his/her response whether he /she desires to utilize Sections 75 or 76 of the Civil Service Law or the procedures set forth in the Article, and whether he/she desires to be represented by the Union or his/her own attorney.

19.1.7 Except as provided in 19.1.5 of this Article, it is understood that any penalty proposed may not be implemented until the employee:

- (a) fails to file a response within the eight calendar days of the service of notification of discipline, or
- (b) having filed a disciplinary grievance response, fails to file a timely appeal to arbitration, or a request for a Civil Service hearing, whichever the case may be; or
- (c) having appealed to arbitration, until and to the extent that it is upheld by a disciplinary arbitrator.

19.1.8 In any case where an employee, in his/her response to the charges, disagrees with the penalty proposed or denies the charges brought against him/her, the Chief of Police, or his/her designee, shall meet with the Union Grievance Committee within ten work days of receipt of the employee's response in an effort to resolve the matter. Any settlement shall be reduced to writing. Under no circumstances may an employee be required to execute a settlement without being afforded a reasonable opportunity to have a representative of the Union or his/her own attorney present. A copy of any settlement shall be provided to the Union.

19.1.9 If the grievance is not resolved at the Chief's level, the Union shall have the right to proceed to the Town Board, or its designee, by serving notice of appeal to the Town Supervisor, or his/her designee, who shall schedule a review by the Town Board, or their designee, within seven (7) work days upon receipt of such appeal. The Union shall be given a decision within seven (7) work days from the date of such review.

19.1.10 The Union, upon receipt of the Town Board's written decision, shall have ten (10) work days in which to appeal the decision to arbitration to either the

New York State Public Employment Relations Board or the American Arbitration Association through the Executive Director of the Union, or his/her designee. Notice of the appeal shall be served by registered or certified mail to PERB or AAA at the Union's option, with a copy to be furnished to the Town Supervisor. The arbitrator, upon acceptance of the case, shall hold a hearing within fifteen (15) work days and shall render a decision within ten (10) work days of the date of the close of the hearing.

19.1.11 Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary arbitrators shall neither add to, subtract from, nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty or probable cause for suspension, pursuant to paragraph 19.1.6 of this Article, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension (back pay to be reduced by the amount of unemployment benefits, if any, or earnings received from working the same hours from which suspended during the period of suspension). If the disciplinary arbitrator, upon review, finds probable cause for the suspension, he/she may consider such suspension in determining the penalty to be imposed.

19.2 Rights of the Parties

19.2.1 Either party may inspect and copy, upon request, any written statements of witnesses or records which are relevant to the disciplinary charges, and which are in the possession of the other party, in advance of the date of such proceedings.

19.2.2 The Grievance Committee Chairman, the Local Union President, or his/her designee, the aggrieved employee, and necessary employee witnesses, shall not suffer any loss of time or pay, or be required to charge accrued leave credits as the result of time spent in any disciplinary hearing or arbitration proceeding during their regular working hours.

19.2.3 No employee shall be coerced or intimidated, or suffer any reprisal, either

directly or indirectly, including changes that may adversely affect his/her hours, wages, or working conditions, as the result of his/her exercising the rights guaranteed by this Agreement.

19.2.4 Work shift changes or reassignments shall not be made for the purpose of imposing discipline, except in cases of demotion. In cases where criminal charges are pending against an employee, the effect of which may seriously affect the employee's ability to carry out the responsibilities of his/her job assignment, such temporary changes may be made, but only until final disposition of the matter is made by appropriate court action.

19.2.5 No employee shall be brought up on disciplinary charges for acts which occurred more than one (1) year prior to the serving of disciplinary charges upon him/her, except that the above limit shall not apply to acts which, if proved in a court of appropriate jurisdiction, would constitute a crime.

19.2.6 (a) Any Employee Warning Report (including but not limited to letters of reprimand, letters of counseling and letters of censure) given to any employee shall be removed from the employee's personnel file six (6) months from the date of issue of said report unless as part of a disciplinary action, a longer period has been agreed to. In addition, the employee shall have the right to place a written rebuttal in his/her personnel file, should he/she disagree with said Warning Report. Any time such a Warning Report is to be given to an employee, he/she shall have the right to Union representation, as outlined in Section 18.3.1.

(b) After a non-permanent Employee Warning Report has been removed from the Employee's personnel file, the document and its contents shall remain confidential, shall not be disclosed to any prospective employer and may only be utilized for internal purposes related to progressive discipline. Such non-permanent Employee Warning Reports and their contents shall not be included in or referred to in any employee's performance evaluation and there shall be no references to such Employee Warning Reports or their contents in the employee's personnel file.

19.2.7 All fees and expenses of the arbitrator and fees charges by either PERB or AAA shall be divided equally between the employer and the Union, or between the employer and the employee if the employee chooses not to be

represented by the Union.

ARTICLE 20
INDEMNIFICATION

20.1 Judgments

20.1.1 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.

20.2 Defense

20.2.1 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 20.1.1 above.

20.2.2 An employee served with any summons, process, notice, demand, pleading, or claim shall deliver such documents to the Chief of Police 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 21
SAFETY COMMITTEE AND PRACTICES

21.1 Composition of Committee

21.1.1 There shall be a Safety Committee consisting of the Chief of Police, one (1) Town Board member, and two (2) bargaining unit employees. The Committee shall

meet as necessary to discuss matters concerning job-related safety. A Committee member requesting that the Committee 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.

21.2 Training

There shall be a training officer designated by the department and assigned to the duties of providing training for the members of the department. That officer, every 6 months, shall set up a training schedule for members of the department. Training schedules shall be set up after consultation between the Chief, the Training Officer, and the President of the PBA. The Department agrees that as a minimum each police officer shall receive at least 16 hours per year of training. These 16 hours shall be in addition to any range, BTO or radar recertification training.

ARTICLE 22

JOINT LABOR/MANAGEMENT COMMITTEE

22.1 Responsibilities and Compensation

22.1.1 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.

22.1.2 A written agenda will be submitted with the request one week in advance of such Committee meetings. If a need for an emergency meeting arises, the parties shall meet as soon as possible.

22.1.3 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.

22.1.4 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.

22.1.5 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.

22.1.6 The parties agree to establish a Labor/Management Committee to discuss the implementation of an alternative work schedule.

22.1.7 The parties agree to establish a Labor/Management Committee dedicated to exploring changing the health insurance plans offered by the Town to one or more plans offered through a municipal health insurance consortium during the term of this Agreement. In the event that such a plan(s) is identified during the term of this Agreement and the parties cannot come to an Agreement concerning the adoption of same, the issue will be submitted to arbitration pursuant to the Grievance and Arbitration Article of this Agreement. In the event the arbitrator determines that the new plan(s) provides network access, coverage, benefits, co-payments, co-insurance and deductibles which are equal to or better than the plan currently in effect, the Town shall be entitled to implement the proposed plan. If the proposed plan is a self-insured plan, it must provide, at all times, all services and benefits required to be provided by New York State and/or federal law or regulation as if provided by an insurer licensed under the New York State Insurance Law.

ARTICLE 23

DEPARTMENTAL RULES & REGULATIONS

23.1 The employer agrees that all current departmental rules and regulations shall be provided to all employees at the time of hire, 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
DEPARTMENTAL INVESTIGATIONS

24.1 Questioning of Employees

24.1.1 Any questioning of employees who are the target of or witness in connection with a departmental investigation shall be at a reasonable hour and, if possible, during the employee's regular tour of duty. The questioning shall take place at the Police facility.

24.1.2 Before any questioning begins, the employee shall be informed if he/she is a potential witness or target, and who will be in attendance. If the investigation could lead to criminal charges, the employee shall be apprised of his/her constitutional rights.

24.1.3 All questioning of an employee shall be conducted in a reasonable manner free of any threats, promises, or intimidation.

24.1.4 An employee who is the subject of a departmental investigation shall be afforded an opportunity to consult with a representative of the Union or his/her own private attorney for a reasonable period of time prior to any questioning. In addition, such employee shall, upon request, have the right to have his/her Union representative or private attorney present during such questioning, but the Union representative may not participate in the questioning, except to counsel the employee.

24.1.5 The questioning of an employee who is a target of an investigation shall either be recorded mechanically or by a stenographer, unless waived by mutual request.

24.1.6 Procedural requirements of this Article are not applicable in circumstances relating to ordinary supervising inquiries into the official duties and responsibilities of the employees, unless prior to or during the course of such inquiries, it becomes known or it becomes apparent that the employee is or will become the subject of a departmental investigation. If there is a complaint or if there is a belief that an officer has violated some rule, regulation or any other matter that could be the subject of a disciplinary action; no interrogation of said officer shall take place until the officer has been offered an opportunity for his/her PBA officer to be present. These

interrogations shall take place either at the beginning or the end of a shift unless it is an emergency situation. In the event of an emergency situation or in the event a supervisor needs to make inquiry of an officer and has no belief that the officer has violated some rule, regulation or anything that could be the subject of a disciplinary action, then the officer can be spoken to without a PBA representative being offered. However, nothing the officer says in the interview can be used against him/her in a subsequent disciplinary action.

ARTICLE 25

GENERAL PROVISIONS

25.1 Parking Facilities

25.1.1 The employer shall provide appropriate parking facilities for employees' personal automobiles and for police vehicles.

25.2 Staffing

25.2.1 Police coverage shall exist twenty-four (24) hours per day, seven (7) days a week. Overtime shall be utilized when necessary to maintain such coverage, barring extenuating circumstances as determined by the Chief of Police.

25.2.2 No officer shall be required to work alone between the hours of 12:00 midnight and 6:00 a.m. The assignment of officers to partial tours will not be used to meet this requirement except in the case of untimely or unforeseen circumstances.

25.3 Training Expenses

25.3.1 The employer shall be responsible for the following expenses while an employee is attending a training school or on official business out of the Capital District area (Capital District area is defined as Albany, Schenectady, and Rensselaer counties) for the Town of Guilderland mileage, if using personal vehicle, shall be paid mileage at the current town mileage rates or transportation furnished by the employer. Meals shall be reimbursed up to a maximum of thirty dollars (\$30.00) 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.

25.4 Wages, hours and all other terms and conditions of employment legally in

effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement, except as modified herein.

ARTICLE 26

INTERNAL REVENUE CODE SECTION 125 PLAN

26.1 The Town shall adopt, implement and maintain a plan pursuant to the provisions of Section 125 of the Internal Revenue Code for all employees with regard to benefits, including but not limited to health and dental insurance contributions, unreimbursed medical and dental expenses, co-payments and the cost of dependent care. Should the statute be amended to modify, delete or add a permissible deduction(s), the Town's obligation shall be to comply with any such modification, deletion or addition. The minimum deferral by an employee shall be five hundred (\$500) dollars per year. The maximum deferral allowed by an employee shall be two thousand six hundred dollars (\$2,600.00) for health flexible spending account and five thousand dollars (\$5,000.00) for dependent care flexible spending account. Effective January 1, 2022, the maximum deferral allowed by an employee shall be equal to the maximum deferral allowed by the Internal Revenue Service for the applicable year.

ARTICLE 27

LEAVE DONATION POLICY

28.1 The intent of this Leave Donation Program is to provide assistance to bargaining unit members who have a personal or family health related situation. To address this need, bargaining unit members will be allowed to donate time from their unused accruals to other bargaining unit members in accordance with the provisions of this Article.

28.2 Eligibility

28.2.1 Employees requesting donation must have (Medical documentation is required upon request):

- (a) contracted an illness such as cancer or heart disease or undergone major surgery;
- (b) sustained an illness or injury and is unable to perform his or her duties for a period of more than thirty (30) consecutive calendar days;
- (c) a serious health condition that is a non-occupational illness, injury or disability of the employee.
- (d) a serious health condition of an immediate family member. Immediate family member is defined as spouse, domestic partner, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.

28.3 Guidelines

28.3.1 Employees who donate vacation, compensatory time or sick time from their unused balance must adhere to the following requirements:

- (a) Donation minimum – One (1) day.
- (b) Must be employed with the Town for a minimum of one (1) year in a permanent position in which one qualifies for benefits
- (c) Must have a minimum balance of five (5) days in each accrual bank after making the donation.

28.4 Procedure

28.4.1 Employees who would like to make a request to receive donated time are required to complete a Leave Donation Request Form which includes authorization to present their request to their co-workers for the sole purpose of soliciting donations. The employer may not solicit donations on the employee's behalf without this request. This request must be made to the Chief.

Employees who wish to donate time to a co-worker in need must complete a Leave Donation Form. The identity of donors may not be disclosed by management.

Employees may not donate leave credits that would otherwise have been forfeited. Employees who have submitted their resignation or retirement or who has received notice of termination of employment can only donate leave credits for which they can receive a lump sum payment upon separation.

28.5 Approval

28.5.1 Requests for donations of time must be approved by the Chief said approval

shall not be withheld if the request complies with the requirements of this Article. Donated time may only be used for time off related to the approved request. Time donated that is in excess of the time off needed will be returned to the donor.

28.6 Status of Recipients

28.6.1 Recipient employees are deemed to be in a leave without pay status for attendance and leave purposes. They will not earn monthly leave accruals or pass days in lieu of holidays. The employee continues to have health insurance premiums, retirement contributions and other payroll deductions withheld from their paycheck so long as the paycheck is in an amount sufficient to cover these deductions. Employees continue to receive retirement service credit for days in pay status.

28.7 Processing Donations

If the recipient employee is separated from services or returns to work and no additional absences are anticipated, the Town will return unused days to any donor whose donation was not fully utilized.

ARTICLE 28

SAVINGS CLAUSE

27.1 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 29

EXPIRATION AND MODIFICATION

28.1 Term and Notification for Modification

28.1.1 The term of this Agreement shall be January 1, 2025 through December 31, 2027.

28.1.2 It is understood and agreed that the provisions of this Agreement shall supersede any and all previous personnel rules and regulations, local laws, or resolutions

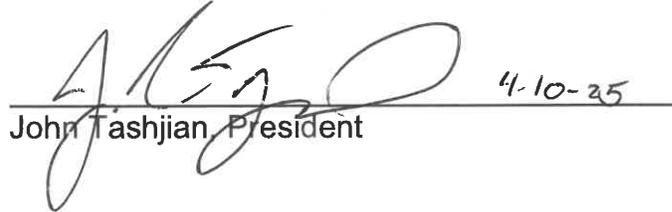
which are in direct conflict thereof. It is further agreed that no provision of this Agreement may be modified, amended, or otherwise abrogated, except by mutual agreement of the parties in writing, such parties being the authorized representatives of both the Town of Guilderland and the PBA.

Witnessed this 10th day of April, 2025

FOR THE TOWN OF GUIIDERLAND:


Peter G. Barber, Town Supervisor

FOR THE GUILDERLAND POLICE BENEVOLENT ASSOCIATION:


John Tashjian, President

APPENDIX "A-1"

**GUILDERLAND POLICE
OFFICERS SALARY SCHEDULE**

	Entry	1st Yr	2nd Yr	3rd Yr	4th Yr				
1/1/25	\$62,252	\$78,704	\$84,507	\$89,478	\$96,699				
1/1/26	\$64,120	\$81,065	\$87,043	\$92,163	\$99,600				
1/1/27	\$66,043	\$83,497	\$89,654	\$94,927	\$102,588				

	5th Yr	7th Yr	10th Yr	12th Yr	14th Yr	15th Yr	16th Yr	18th Yr	20th Yr
1/1/25	\$99,049	\$99,902	\$100,740	\$101,577	\$102,437	\$104,046	\$104,777	\$106,017	\$107,681
1/1/26	\$102,020	\$102,899	\$103,762	\$104,624	\$105,510	\$107,168	\$107,920	\$109,197	\$110,912
1/1/27	\$105,081	\$105,986	\$106,875	\$107,763	\$108,675	\$110,383	\$111,158	\$112,473	\$114,239

**APPENDIX "A-2"
GUILDFORD POLICE
SENIOR PATROL OFFICER
SALARY SCHEDULE**

Senior Patrol Officer 1st Year

	1st Year	2nd Year	3rd Year	4th Year															
1/1/25	\$80,227	\$86,030	\$90,998	\$98,220															
1/1/26	\$82,634	\$88,611	\$93,728	\$101,166															
1/1/27	\$85,113	\$91,269	\$96,540	\$104,201															
Longevity	5th Yr	7th Yr	10th Yr	12th Yr	14th Yr	15th Yr	16th Yr	18th Yr	20th Yr										
1/1/25	\$100,569	\$101,424	\$102,260	\$103,099	\$103,957	\$105,567	\$106,298	\$107,539	\$109,203										
1/1/26	\$103,586	\$104,467	\$105,328	\$106,192	\$107,076	\$108,734	\$109,487	\$110,765	\$112,479										
1/1/27	\$106,694	\$107,601	\$108,488	\$109,378	\$110,288	\$111,996	\$112,772	\$114,088	\$115,853										

Senior Patrol Officer 2nd Year

	2nd Year	3rd Year	4th Year																
1/1/25	\$87,171	\$92,169	\$99,364																
1/1/26	\$89,786	\$94,934	\$102,345																
1/1/27	\$92,480	\$97,782	\$105,415																
Longevity	5th Yr	7th Yr	10th Yr	12th Yr	14th Yr	15th Yr	16th Yr	18th Yr	20th Yr										
1/1/25	\$101,710	\$102,564	\$103,403	\$104,239	\$105,099	\$106,709	\$107,438	\$108,681	\$110,345										
1/1/26	\$104,762	\$105,641	\$106,505	\$107,366	\$108,252	\$109,910	\$110,661	\$111,942	\$113,655										
1/1/27	\$107,905	\$108,810	\$109,700	\$110,587	\$111,500	\$113,208	\$113,981	\$115,300	\$117,065										

Senior Patrol Officer 3rd Year and Thereafter

	3rd Year	4th Year																	
1/1/25	\$92,902	\$100,123																	
1/1/26	\$95,689	\$103,127																	
1/1/27	\$98,560	\$106,221																	
Longevity	5th Yr	7th Yr	10th Yr	12th Yr	14th Yr	15th Yr	16th Yr	18th Yr	20th Yr										
1/1/25	\$102,472	\$103,325	\$104,164	\$104,999	\$105,861	\$107,472	\$108,197	\$109,453	\$111,117										
1/1/26	\$105,546	\$106,425	\$107,289	\$108,149	\$109,037	\$110,696	\$111,443	\$112,737	\$114,451										
1/1/27	\$108,712	\$109,618	\$110,507	\$111,394	\$112,308	\$114,017	\$114,787	\$116,119	\$117,884										

APPENDIX "B-1"
GUILDERLAND POLICE
SERGEANTS SALARY SCHEDULE

Sergeant 1st Year

	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Yr	16 th Year	18 th Year	20 th Year
1/1/25	\$102,339	\$103,193	\$104,031	\$104,865	\$105,727	\$107,338	\$108,070	\$109,308	\$110,971
1/1/26	\$105,409	\$106,288	\$107,152	\$108,011	\$108,899	\$110,559	\$111,312	\$112,587	\$114,300
1/1/27	\$108,571	\$109,477	\$110,367	\$111,252	\$112,166	\$113,875	\$114,651	\$115,965	\$117,729

Sergeant 2nd Year

	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Yr	16 th Year	18 th Year	20 th Year
1/1/25	\$105,632	\$106,484	\$107,323	\$108,158	\$109,019	\$110,629	\$111,359	\$112,601	\$114,264
1/1/26	\$108,801	\$109,679	\$110,543	\$111,403	\$112,290	\$113,948	\$114,700	\$115,979	\$117,692
1/1/27	\$112,065	\$112,969	\$113,859	\$114,745	\$115,659	\$117,367	\$118,141	\$119,458	\$121,223

Sergeant 3 Years

	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Yr	16 th Year	18 th Year	20 th Year
1/1/25	\$108,923	\$109,776	\$110,616	\$111,450	\$112,312	\$113,922	\$114,649	\$115,890	\$117,554
1/1/26	\$112,190	\$113,070	\$113,934	\$114,794	\$115,682	\$117,340	\$118,089	\$119,367	\$121,081
1/1/27	\$115,556	\$116,462	\$117,352	\$118,237	\$119,152	\$120,860	\$121,631	\$122,948	\$124,713

Sergeant 4 Years

	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Yr	16 th Year	18 th Year	20 th Year
1/1/25	\$112,213	\$113,069	\$113,907	\$114,743	\$115,603	\$117,213	\$117,941	\$119,183	\$120,847
1/1/26	\$115,580	\$116,461	\$117,324	\$118,185	\$119,071	\$120,729	\$121,479	\$122,759	\$124,472
1/1/27	\$119,047	\$119,955	\$120,844	\$121,731	\$122,643	\$124,351	\$125,124	\$126,442	\$128,206

**APPENDIX "B-2"
GUILDERLAND POLICE
1ST SERGEANTS
SALARY SCHEDULE**

	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Yr	16 th Year	18 th Year	20 th Year
1/1/25	\$104,730	\$105,584	\$106,423	\$107,258	\$108,119	\$109,729	\$110,458	\$111,698	\$113,363
1/1/26	\$107,872	\$108,752	\$109,615	\$110,476	\$111,363	\$113,021	\$113,772	\$115,049	\$116,764
1/1/27	\$111,108	\$112,014	\$112,904	\$113,790	\$114,704	\$116,411	\$117,185	\$118,501	\$120,267

Sergeant 2nd Year*

	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Yr	16 th Year	18 th Year	20 th Year
1/1/25	\$107,773	\$108,629	\$109,465	\$110,303	\$111,164	\$112,774	\$113,501	\$114,742	\$116,405
1/1/26	\$111,006	\$111,888	\$112,749	\$113,612	\$114,499	\$116,157	\$116,906	\$118,184	\$119,898
1/1/27	\$114,336	\$115,244	\$116,132	\$117,020	\$117,934	\$119,642	\$120,413	\$121,730	\$123,495

Sergeant 3 Years*

	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Yr	16 th Year	18 th Year	20 th Year
1/1/25	\$110,818	\$111,673	\$112,509	\$113,346	\$114,207	\$115,817	\$116,546	\$117,773	\$119,438
1/1/26	\$114,142	\$115,023	\$115,884	\$116,747	\$117,634	\$119,292	\$120,042	\$121,306	\$123,021
1/1/27	\$117,566	\$118,473	\$119,361	\$120,249	\$121,163	\$122,871	\$123,643	\$124,946	\$126,712

Sergeant 4 Years*

	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 Yr	16 th Year	18 th Year	20 th Year
1/1/25	\$113,860	\$114,714	\$115,553	\$116,388	\$117,250	\$118,861	\$119,590	\$120,828	\$122,493
1/1/26	\$117,276	\$118,156	\$119,019	\$119,880	\$120,768	\$122,427	\$123,178	\$124,453	\$126,168
1/1/27	\$120,794	\$121,700	\$122,590	\$123,476	\$124,391	\$126,100	\$126,873	\$128,187	\$129,953

* Refers to the number of years member has held the rank of Sergeant and is not limited to number of years in the position of 1st Sergeant.

APPENDIX "B-3"
GUILDERLAND POLICE
TECHNICAL POLICE FIRST SERGEANT
SALARY SCHEDULE

Sergeant 1st Year*										
	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Year	16 th Year	18 th Year	20 th Year	
1/1/25	\$104,730	\$105,584	\$106,423	\$107,258	\$108,119	\$109,729	\$110,458	\$111,698	\$113,363	
1/1/26	\$107,872	\$108,752	\$109,615	\$110,476	\$111,363	\$113,021	\$113,772	\$115,049	\$116,764	
1/1/27	\$111,108	\$112,014	\$112,904	\$113,790	\$114,704	\$116,411	\$117,185	\$118,501	\$120,267	

Sergeant 2nd Year*										
	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Year	16 th Year	18 th Year	20 th Year	
1/1/25	\$107,773	\$108,629	\$109,465	\$110,303	\$111,164	\$112,774	\$113,501	\$114,742	\$116,405	
1/1/26	\$111,006	\$111,888	\$112,749	\$113,612	\$114,499	\$116,157	\$116,906	\$118,184	\$119,898	
1/1/27	\$114,336	\$115,244	\$116,132	\$117,020	\$117,934	\$119,642	\$120,413	\$121,730	\$123,495	

Sergeant 3rd Year*										
	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Year	16 th Year	18 th Year	20 th Year	
1/1/25	\$110,818	\$111,673	\$112,509	\$113,346	\$114,207	\$115,817	\$116,545	\$117,773	\$119,438	
1/1/26	\$114,142	\$115,023	\$115,884	\$116,747	\$117,634	\$119,292	\$120,041	\$121,306	\$123,021	
1/1/27	\$117,566	\$118,473	\$119,361	\$120,249	\$121,163	\$122,871	\$123,642	\$124,946	\$126,712	

Sergeant 4th Year*										
	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Year	16 th Year	18 th Year	20 th Year	
1/1/25	\$113,860	\$114,714	\$115,553	\$116,388	\$117,250	\$118,861	\$119,590	\$120,828	\$122,493	
1/1/26	\$117,276	\$118,156	\$119,019	\$119,880	\$120,768	\$122,427	\$123,178	\$124,453	\$126,168	
1/1/27	\$120,794	\$121,700	\$122,590	\$123,476	\$124,391	\$126,100	\$126,873	\$128,187	\$129,953	

* Refers to the number of years member has held the rank of Sergeant and is not limited to number of years in the position of Technical Police First Sergeant.

APPENDIX "C-1"

**GUILDFERLAND POLICE
DETECTIVE SALARY SCHEDULE**

	Entry	1st Year	2nd Year	3rd Year	4th Year
1/1/25	\$64,822	\$81,271	\$87,076	\$92,047	\$99,267
1/1/26	\$66,767	\$83,709	\$89,688	\$94,808	\$102,245
1/1/27	\$68,770	\$86,221	\$92,379	\$97,653	\$105,313

Longevity	5th Year	7th Year	10th Year	12th Year	14th Year	15th Year	16th Year	18th Year	20th Year
1/1/25	\$101,615	\$102,471	\$103,308	\$104,143	\$105,003	\$106,613	\$107,344	\$108,587	\$110,251
1/1/26	\$104,663	\$105,545	\$106,407	\$107,268	\$108,153	\$109,812	\$110,564	\$111,844	\$113,559
1/1/27	\$107,803	\$108,711	\$109,599	\$110,486	\$111,398	\$113,106	\$113,881	\$115,200	\$116,965

APPENDIX "C-2"

GUILDERLAND POLICE
 DETECTIVE AFTER TWO YEARS SALARY SCHEDULE

	Entry	1 st Year	2 nd Year	3 rd Year	4 th Year
1/1/25	\$67,389	\$83,841	\$89,643	\$94,616	\$101,837
1/1/26	\$69,410	\$86,356	\$92,332	\$97,454	\$104,892
1/1/27	\$71,493	\$88,947	\$95,102	\$100,378	\$108,039

	5 th Year	7 th Year	10 th Year	12 th Year	14 th Year	15 th Year	16 th Year	18 th Year	20 th Year
1/1/25	\$105,632	\$106,484	\$107,323	\$108,158	\$109,019	\$110,629	\$111,359	\$112,601	\$114,264
1/1/26	\$108,801	\$109,679	\$110,543	\$111,403	\$112,290	\$113,948	\$114,700	\$115,979	\$117,692
1/1/27	\$112,065	\$112,969	\$113,859	\$114,745	\$115,659	\$117,367	\$118,141	\$119,458	\$121,223

APPENDIX "C-3"

**GUILDFERLAND POLICE
SENIOR DETECTIVE SALARY SCHEDULE AFTER 2 YEARS**

	Entry	1st Year	2nd Year	3rd Year	4th Year
1/1/25	\$69,859	\$86,310	\$92,114	\$96,333	\$104,306
1/1/26	\$71,954	\$88,899	\$94,877	\$99,223	\$107,435
1/1/27	\$74,113	\$91,566	\$97,724	\$102,199	\$110,658

	5th Year	7th Year	10th Year	12th Year	14th Year	15th Year	16th Year	18th Year	20th Year
1/1/25	\$112,213	\$113,069	\$113,907	\$114,743	\$115,603	\$117,213	\$117,941	\$119,183	\$120,847
1/1/26	\$115,580	\$116,461	\$117,324	\$118,185	\$119,071	\$120,729	\$121,479	\$122,759	\$124,472
1/1/27	\$119,047	\$119,955	\$120,844	\$121,731	\$122,643	\$124,351	\$125,124	\$126,442	\$128,206

APPENDIX "D"

AGREEMENT REGARDING CANINE OFFICERS

WHEREAS, this Agreement made on the ___ day of _____, by and among the Town of Guilderland ("Town"), the Guilderland Police Benevolent Association ("PBA") and _____ ("Canine Officer") concerning the reasonable compensation of the Canine Officer for the caring, feeding, walking, grooming and general maintenance of their assigned canine outside their regularly assigned shifts; and

WHEREAS, the purpose of this Agreement is to state the legal duties and obligations of all parties and to reasonably compensate the Canine Officer for the caring, feeding, walking, grooming, and general maintenance of their canine outside their regularly assigned shift, in full accordance with the Fair Labor Standards Act of 1938 ("FLSA"); and

WHEREAS, this Agreement was reached after good faith negotiations between the parties for the mutual benefit of all parties, and was not unilaterally imposed by any party to this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Canine Officer will be responsible for daily training and maintenance of the assigned canine. All parties agree that one and one-half (1½) hours per day is a reasonable number of hours attributed to the feeding, walking, grooming and general maintenance of the canine while the Canine Officer performs those duties outside their regularly assigned shift. To compensate the Canine Officer for this responsibility, the Canine Officer will be scheduled for one (1) hour less than the regularly assigned duty schedule. In addition to being scheduled for one (1) hour less than the regularly assigned duty schedule, the Canine Officer shall be paid an annual stipend to be paid on a bi-weekly basis. The annual stipend shall not be included in base pay. Effective January 1, 2025, January 1, 2026 and January 1, 2027, the annual Canine Officer stipend shall be increased by three percent (3%) in each year respectively and shall be four thousand seven hundred and fifty-one dollars (\$4,751.00) in 2025, four thousand eight hundred and ninety-four dollars (\$4,894.00) in 2026, and five thousand and forty-one dollars (\$5,041.00) in 2027.

2. The Town will pay to board the canine at an authorized kennel or other location. Absent an emergency, putting the canine into a kennel must be approved by a supervisor, which approval shall not be unreasonably withheld.

3. When the Canine Officer charges any leave accruals, it will be deducted at a rate of seven (7) hours per day. If the canine is kenneled on such days, the Canine Officer will have eight (8) hours deducted for each such day.

4. Absent an operational need, the Canine Officer will be allowed a minimum of twenty-four (24) hours of training per month. Any additional training days per month may be

allowed with the approval of the Chief or their designee. The training will be scheduled by the outside training coordinator and approved by the Chief or their designee.

5. The Town shall provide or reimburse the Canine Officer for the cost of: dog food; necessary medications (e.g., flea/tick medication); necessary equipment and veterinarian expenses incurred for the canine. Veterinarian treatment for all canines shall be through a veterinarian hospital designated or approved by the Chief or their designee.

6. The Canine Officer's compensation for the above stated duties and responsibilities can only be adjusted, increased or decreased, after mutual agreement among the Town, the PBA and the Canine Officer concerning the reasonableness of the number of hours spent performing the above duties or responsibilities.

7. The Canine Officer must immediately notify the Chief of Police, or any duly designated and authorized supervisor, in writing, when and for whatever reason the number of hours set forth herein are no longer considered a reasonable number of hours by said Canine Officer and failure to do so would not impute any knowledge whatsoever upon the Police Department of the Town of Guilderland.

8. Upon proper and appropriate notification, the Town will in good faith and within a reasonable time period enter into negotiations with said Canine Officer, and the PBA, and equitably resolve the issues arising under paragraph 7 above, in accordance with the FLSA and/or to address and resolve issues which arise because the performance/conduct of the canine changes (e.g. canine becomes dangerous to Officer, Officer's family, or others) or is no longer fit to stay in service as a Department canine.

9. The parties agree that the annual stipend set forth herein attributable to the caring, feeding, walking, grooming, and general maintenance of the canine outside of the Canine Officer's regularly assigned shift is reasonable compensation in compliance with the FLSA.

10. Prior to being sent to the Designated Canine Training Academy, the Canine Officer must sign this written agreement indicating that they are satisfied with the compensation package as it relates to the FLSA. The parties agree that the payments to be made to the Canine Officers under this Agreement to compensate them for work to be performed as a Canine Officer are reasonable and in compliance with the provisions of the FLSA as of the date of this Agreement.

11. The parties to this Agreement agree that the provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

12. The parties agree that Canine Officer shall be permitted to use a Police Department vehicle for the purpose of transporting the canine, including for trips to and from the home. However, use of any such vehicle shall be limited to official use only and shall not be for personal use. The parties agree that such use is de minimus and not compensable pursuant to the FLSA.

13. This Agreement contains the entire Agreement between the parties relating to terms, conditions, and obligations contained herein, and they completely supersede any prior written or oral agreements or representations concerning the subject matter hereof. Any oral representation or modification concerning this Agreement shall be of no force and effect.

14. This Agreement shall be governed by and construed under the laws of the State of New York and applicable federal laws.

15. The parties to this Agreement agree that they will first seek to resolve any and all dispute(s) and/or disagreements between them, concerning the terms, conditions or obligations stated in this Agreement, through arbitration pursuant to Article 18 of the collective bargaining agreement between the Town and the PBA.

4/10/25

4/10/2025

4-10-25
PBA Representative

Town of Guilderland

Canine Officer

APPENDIX "F"

POLICY FOR GENERAL MUNICIPAL LAW SECTION 207-c BENEFITS

A. Intent.

This policy shall regulate the application for and determination of benefits, light duty assignments, and all other disputes related to injuries or illness incurred and/or claimed to have been incurred in the performance of duty pursuant to General Municipal Law Section 207-c and the assignment to light duties.

B. Notice of Injury and Application for Benefits.

(1) An Employee or some other person acting on behalf of such Employee shall apply to the Chief of Police or his/her designee (collectively the "Chief") for General Municipal Law Section 207-c benefits related to any injury or reinjury resulting from the performance of the Employee's duties or illness suffered as a result of the performance of duties.

(2) An application for General Municipal Law Section 207-c benefits must be made in writing on the form attached to this Policy. An application may be made by the Employee, his/her immediate supervisor or his/her designee or some other person acting on behalf of such Employee.

An application shall be deemed untimely unless it is delivered to the Chief within thirty (30) days after the date of the injury or illness upon which the application is based or within thirty (30) days after the Employee discovers, or should have discovered, the injury, reinjury or illness upon which the application is based, whichever is later. However, if the Chief or his/her designee becomes aware by other means, or the Town is not prejudiced by the failure of the Employee to give such notice, then it shall have no bearing on the determination of the Employee's right to General Municipal Law Section 207-c benefits. In the event of a reoccurrence of either an injury or an illness which gives rise to a claim for General Municipal Law Section 207-c benefits, the Employee should again give notice to the Chief as set forth herein.

(3) The Chief may, in his/her discretion, excuse the failure to file the application as set forth herein upon a showing of good cause.

(4) After the filing of the application, the Town shall have the right to obtain any and all medical information and records that are relevant to a determination regarding General Municipal Law Section 207-c benefits or light duty assignments. Upon application for benefits, and at such future times as may be necessary, the Employee shall sign the authorization form(s) which is attached to this Policy so that treating physicians and any other health care providers may release such information and records to the Town.

C. Status Pending Determination of Eligibility for Benefits.

In the event an Employee asserts an inability to perform duties, he or she shall be placed on sick leave until such time as it is determined, pursuant to Paragraph D, whether he or

she is eligible for General Municipal Law Section 207-c benefits. In the event that an Employee does not have available sick leave benefits pending a determination, he or she may use any other accrued leave time to maintain pay status. In the case of an Employee who has no accrued leave to his/her credit, the Town will advance sick leave for the purposes of this Section C until such time as a final and binding determination is made pursuant to this procedure. In the event that an Employee is denied eligibility for General Municipal Law Section 207-c benefits and the Employee does not appeal this denial or the denial of benefits is upheld after an appeal, then the Employee shall reimburse the Town for the sick leave time advanced in time or money. In the event an Employee is determined to be eligible for General Municipal Law Section 207-c benefits, all sick or other leave benefits that may have been used during the time that his/her status was pending regarding a determination of eligibility, shall be restored to said Employee and he/she shall not be required to reimburse the Town, in time or in money, for any sick time advanced.

D. Benefit Determination.

(1) An application for General Municipal Law Section 207-c benefits shall be processed in the following manner:

- a) The Chief shall render a written decision on the application for benefits as soon as practicable but in no event later than fifteen (15) days after receipt of all necessary information, including, but not limited to, the receipt of medical records from treating physicians and any other health care providers. Notwithstanding anything contained in Paragraph C, supra, in the event that a written decision is not issued within thirty (30) days of submission of his/her application and duly executed medical authorization(s), the Employee shall be temporarily placed on General Municipal Law Section 207-c leave pending receipt of the written decision. An Employee's leave credits shall not be applied while he/she is on temporary General Municipal Law Section 207-c leave. A copy of the decision shall be mailed to the Employee and his/her representative at the address(es) specified in the application.
- b) If the decision is that the Employee is eligible for General Municipal Law Section 207-c benefits, then the Employee shall be so categorized and pursuant thereto any time off taken due to such injury or illness shall be charged to General Municipal Law Section 207-c leave. The Employee's General Municipal Law Section 207-c benefits shall continue so long as the Employee remains eligible.
- c) In the event an Employee is adversely affected by a determination, he/she may submit such dispute to arbitration in accordance with Paragraph "G" hereof.
- d) Upon the request of the Employee or his/her representative, a copy of all documents obtained and/or used by the Chief in his/her determination regarding initial or continued eligibility for any General Municipal Law Section 207-c benefits shall be given to the Employee. This production shall not require the Chief or the Town to provide information or records subject to the attorney client privilege, material prepared in anticipation of litigation, attorney work product, or information, documents, or reports received after the Chief's decision on benefits or were not utilized in making the decision.

E. Review of Disability.

(1) The Chief may periodically review cases of Employees receiving General Municipal Law Section 207-c benefits for the purpose of determining whether the individual continues to be entitled to General Municipal Law Section 207-c benefits, and in furtherance thereof may take such action as is appropriate under the law.

(2) Upon receipt of a certification from the Town's Medical Director, or a medical provider-designee, that an Employee has recovered and is physically and/or psychologically able to perform the regular duties of his position, the Chief shall notify the Employee in writing of the Town's desire to terminate his/her General Municipal Law Section 207-c benefits setting forth the proposed effective date thereof and a copy of the Medical Provider certification.

(3) Employees who dispute any aspect of the proposed termination of his/her General Municipal Law Section 207-c benefits may submit such dispute to arbitration in accordance with Paragraph "G" hereof.

F. Assignment to Light Duty.

(1) The Town, acting through the Chief, may assign an Employee specified light duties provided, however, that such light duty shall be consistent with his/her status as a police officer and shall enable him/her to continue to be entitled to his/her regular salary or wages, including increases thereof and fringe benefits, to which he/she would have been entitled if he/she were able to perform his/her regular duties. The Chief, prior to making a light duty assignment, shall advise the Employee receiving General Municipal Law Section 207-c benefits that his/her ability to perform a light duty assignment is being reviewed. Such an Employee may submit to the Chief, for his/her consideration, any document or other evidence in regard to the extent of his/her disability. The Chief may cause a medical examination or examinations of the Employee to be made at the expense of the Town. The physician/health authority selected shall be provided with a written list of types of duties and activities associated with the proposed light duty assignment and shall prepare a written evaluation as to the specified duties or activities, given the nature and extent of the disability. Upon review of the medical assessment of the Employee's ability to perform a proposed light duty assignment, the Chief may make a light duty assignment which, if such an assignment is made, shall be consistent with said medical opinion.

(2) Prior to the effective date of any light duty assignment, the Employee shall be provided a copy of the written assessment of the health authority or physician referred to in paragraph "(1)" herein and a copy of the light duty assignment submitted to the health authority or physician referred to in paragraph "(1)" herein.

(3) Employees who dispute any aspect of a light duty capability determination made by the Chief may submit such dispute to arbitration in accordance with Paragraph "G" hereof.

G. Appeal of Adverse Determination.

(1) In the event the Employee is not satisfied with any decision of the Chief under

this Policy and wishes to appeal the decision, the Employee shall file within twenty-one (21) days of receipt of the Chief's decision a written demand for arbitration. The claim shall be submitted to binding arbitration pursuant to the procedure for submission of a grievance to arbitration contained in the collective bargaining agreement.

(2) The fees and expenses of the arbitrator and the administrative agency shall be equally divided between the Town and the Employee.

The arbitrator shall have the authority to consider and decide all allegations and defenses made with regard to the General Municipal Law Section 207-c benefits claim, including but not limited to assertions regarding the timeliness of the General Municipal Law Section 207-c benefits claim. In the event of a dispute between the parties as to the nature of the proceeding, the arbitrator shall first decide whether the proceeding presents an issue of an Employee's initial entitlement to General Municipal Law Section 207-c benefits or whether the proceeding presents an issue of termination or discontinuance of General Municipal Law Section 207-c benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the Employee. In the event the arbitrator decides that the matter presents an initial General Municipal Law Section 207-c benefits claim, the Employee shall have the burden of proof by a preponderance of the evidence that he/she is entitled to receive the General Municipal Law Section 207-c benefits with respect to an injury or illness alleged to have occurred in the performance of his/her duties or to an injury or illness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the arbitrator decides the matter presents a termination or discontinuance of General Municipal Law Section 207-c benefits, including but not limited to a discontinuance of General Municipal Law Section 207-c benefits, the Town shall have the burden of proof by a preponderance of the evidence that the Employee is no longer eligible for General Municipal Law Section 207-c benefits.

(3) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

(4) The decision and award of the arbitrator shall be final and binding on all the parties.

H. Miscellaneous.

(1) In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

(2) An applicant hereunder may have a representative of his choosing at any stage of this procedure.

(3) Once an Employee has been determined to be eligible to receive General Municipal Law Section 207-c benefits, those benefits will continue pending a final

determination of an arbitrator or until the Employee abandons the process.

(4) This procedure shall take effect on January 1, 2025 and shall apply to any claim of entitlement to or discontinuance of General Municipal Law Section 207-c benefits and all light duty capability determinations made after that date regardless of the date of the injury or illness.