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Title: **Guilderland, Town of and Guilderland Paramedic Unit, International Brotherhood of Teamsters (IBT), Local 294 (2006)**

Employer Name: **Guilderland, Town of**

Union: **Guilderland Paramedic Unit, International Brotherhood of Teamsters (IBT)**

Local: **294**

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AGREEMENT
BY AND BETWEEN
TEAMSTERS LOCAL 294



1/1/06 - 12/31/08

AND
THE TOWN OF GUILDERLAND

RECEIVED

MAY 23 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

ARTICLE 1

RECOGNITION

- 1.1 The Employer hereby recognizes Teamsters Local 294 (hereinafter referred to as the "Union") as the sole and exclusive collective bargaining representative for the purpose of establishing salaries, wages, hours, and other conditions of employment, and the administration of grievances arising there under for all paramedics who do paramedic work including supervisors, employed by the Town of Guilderland EMS Department excluding the Director of the EMS and all other employees of the EMS Department and of the Employer, for the terms of this Agreement.
- 1.2 The Town of Guilderland does not consider and/or otherwise enter into any agreement or contract with any individual or business to provide advanced life support to any area already provided for by this bargaining unit.
- 1.3 Notwithstanding the above, the Town of Guilderland may freely enter into any contract with any other governmental or quasi governmental agency with a purpose of providing mutual aid.

ARTICLE 2

LEGISLATIVE APPROVAL

- 2.1 It is agreed by and between the parties that my provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 3

MANAGEMENT RIGHTS

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

ARTICLE 4

EMPLOYEE'S BILLS 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, excluding counseling;
 - (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, unless all parties are aware of such devices;
 - (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 with any reprisal, directly or indirectly, that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this Agreement.
 - (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).
- (I) Discipline. No employee shall be disciplined or otherwise removed except upon just cause and in accordance with the provisions of this agreement, or other applicable law. Any record of discipline will have a date assigned to it at which time the record will be removed. The administration will assign a reasonable date depending on the severity of the infraction and the disciplinary action taken. No date shall exceed two years from the time of the infraction.

ARTICLE 5

UNION SECURITY

- 5.1 Union Dues Deduction.
 - 5.1.1 Employer shall deduct union membership dues, or agency shop fees, in accordance with the amount certified by the union for all employees and shall remit the aggregate total of all such deductions, together with a list of employees from whom such deductions were made, to Teamsters Local 294, 890 Third Street, Albany, New York, 12206. The Town of Guilderland shall not be held responsible for discrepancies in the payroll deduction so long as it remits from a certified list submitted by the union.
- 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 EMS Director, or in his or her absence, the shift supervisor, should one be on duty, so that, if consistent with departmental operational requirements, mutually satisfactory arrangements may be made.

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

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.

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 employee as a steward and an assistant steward, as needed. The Union shall certify, in writing, to the Employer the names of Union officers, steward and assistant steward. Should a Union officer or steward desire to investigate or process a grievance during his working hours, he shall obtain prior permission from the EMS Director. Permission shall not be unreasonably withheld.

5.6.2 The Employer's 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:

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

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

ARTICLE 6

WORK TIME

6.1 General. All full time employees in this unit shall consider the Town of Guilderland to be their primary employer. All full time members of the unit, as of January 1, 2002, who hold jobs or positions other than that of a paramedic for the Town of Guilderland shall be permitted to retain and keep their secondary employment. However, all full time paramedics referred to in this paragraph shall consider their employment with the Town of Guilderland to be their primary employment. Outside or secondary employment shall be governed by the Town of Guilderland Emergency Medical Services Standard Operational Policy Number 100.14, dated October 19, 2001, attached to this Agreement and labeled Attachment 1.

6.1.1 For the purpose of calculating work time, days shall refer to either twelve (12) hours or a twelve (12) hour shift or a six (6) hour shift as described in 6.4.1.

6.2 Work Week.

6.2.1 The basic workweek for all full time paramedics shall consist of three (3) consecutive days of twelve (12) consecutive hours per day, unless modified by mutual agreement.

6.3 Work Day.

6.3.1 No employee shall be required to work more than eighteen (18) hours straight and if an employee has worked eighteen (18) hours, there shall be at least six(6) hours before his or her next shift.

6.4 Department Shift.

6.4.1 There shall be the following established shifts for the department.

- 6:00 a.m. to 6:00 p. m.
- 6:00 p.m. to 12:00 a.m.
- 6:00 p.m. to 6:00 a.m.

6.5 Shift Bidding.

6.5.1 Effective November 1st of each year, all shift blocks held by full time employees will be posted as vacancies and bid for by full time employees in order of seniority as stated in Article 16 of this contract. Also, on November 1" of each year, all shifts not designated as full time shift blocks will be posted as vacancies and bid for by part time employees in order of seniority as stated in Article 16 of this contract. All bidding concludes at 23:59 (11:59 p.m.)on November 21. Results are to be posted by the EMS Coordinator no later than December 1st and implemented on January. Each

full time employee will have (48) hours to bid once they are aware it is their turn to bid. Anyone exceeding (48) hours will loose their turn and go to the bottom of the list.

6.5.2 Part time bid processing: Shift bidding will utilize seniority as outlined in Article 16 of the contract. The selection of a permanent shift shall be a shift that an employee can actually expect to be able to work on a consistent (either every week or every other week) basis. The most senior employee shall select one shift and it shall move through the seniority list with each successive employee selecting an available shift. Once the list has been exhausted, the selection will return to the most senior member to select a second shift and so on, until all employees have selected a desired permanent shift, or there are no shifts left available. Each part time employee must bid a shift and average (48) hours per month. Each part time employee will have (48) hours to bid once they are aware it is their turn to bid. If a person does not bid on that shift they will loose their turn in rotation.

6.5.3 In the event that a full time shift becomes available before the end of the bidding process, the most senior full time employee has the option of staying with their current schedule or filling the open shift. This procedure continues until all full time employees have had the opportunity to stay in their current shift or fill the vacancy.

6.5.4 In the event that a part time regular shift becomes available, it will be posted for a period of two weeks. Any part time employee who would like the shift as a permanent shift, must submit a request, in writing, to the EMS Director within the two week time frame. Requests will be honored in order of seniority.

6.6 Substitution.

6.6.1 An employee may voluntarily substitute for another provided the substitution does not impose additional costs.

6.7 Premium Pay and Other Emoluments.

6.7.1 For the purpose of computing overtime pay, the rate of pay for overtime hours worked shall be computed on the basis of thirty-six (36) hours per week or a seventy-two (72) hours per pay period for all hours worked in excess of forty (40) hours per week.

6.7.2 An employee shall be paid one and one half (1 ½) times the hourly rate based on the Formula of Compensation set forth in 6.7.1 above for all hours worked in excess of forty (40) hours in any work week.

6.7.3 All in-service training mandated by the Employer per section 14.4 and held outside of an employee's regular work hours shall be paid for at the applicable rate of pay, with a minimum guarantee of two (2) hours.

6.7.4 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.

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

6.8 Court Appearances.

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 the applicable rate. If he/she utilizes a means of transportation not supplied by the employer, he/she shall be compensated at the current Town mileage rate.

6.9 Shift Distribution.

6.9.1 The Extra Shift Distribution Seniority List shall be used for the purpose of shift distribution in the event of a vacant shift. The shift shall first be offered to a part-time employee who would not exceed forty (40) hours per week. If the shift is available for overtime, it shall be made available to any full-time employee following guidelines established in 6.9.3.

6.9.2 The Employer shall endeavor to equalize all overtime over a three (3) month basis. 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, reviewed on an quarterly basis, and made available upon request.

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

6.9.3.1 The Town has a right to assign mandatory overtime to full time employees on a rotating basis starting with the least senior employee in the classification where the overtime is required only if no qualified employee in any of the job classifications

within the bargaining unit can be found to voluntarily work the overtime. Mandating will continue in inverse order of seniority in an attempt to equally distribute overtime.

6.9.4 Once the monthly schedule is finalized and posted, there shall be no rescheduling of part-time employees shifts to avoid the payment of overtime unless the employee agrees.

6.10 Extra Work.

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

ARTICLE 7

SALARIES AND OTHER COMPENSATION

7.1 Salaries.

7.1.1 All full time employees of the unit shall be paid in accordance with a schedule which is attached hereto and labeled as Attachment 2, Wages.

7.1.2 Part time employees will receive wage increases per the wage/salary table appendix.

7.1.3 The Town of Guilderland is hereby empowered, in its sole discretion, to create and fill the position of shift supervisor. The EMS Director, in his or her sole discretion, shall appoint up to four (4) shift supervisors. The senior shift supervisor on duty at a any point in time shall assume and be responsible for general supervisory duties and functions of the department. The EMS Director shall implement rules governing the

relationship between the shift supervisors and the EMS Director. Any person designated a shift supervisor shall receive an additional annual compensation of One Thousand Five Hundred (\$1,500.00) Dollars. Any shift supervisor appointed for or who serves less than a full calendar year shall received in additional compensation the amount of time actually served in the position calculated on a daily basis divided into One Thousand Five Hundred (\$1,500.00) Dollars.

7.1.4 In addition to the above compensation, a total annual compensation of any unit employee shall be incremented as follows:

1. Upon completion of five (5) years of service: Two Hundred Fifty (\$250.00) Dollars.
2. Upon completion of ten (10) years of service, Seven Hundred Fifty (\$750.00) Dollars.
3. Upon completion of fifteen (15) years of service, One Thousand (\$1,000.00) Dollars.
4. On completion of twenty (2) years of service, One Thousand Five Hundred (\$1,500.00) Dollars.

7.1.5 All part time employees who work a regular part time shift, shall be entitled to longevity service pay. Each part time employee who works a regular shift shall receive incremental pay which shall be added to their hourly rate of pay as follows:

1. Upon completion of five (5) years of service: 13 cents per hour.
2. Upon completion of ten (10) years of service: 27 cents per hour.
3. Upon completion of fifteen (15) years of service: 41 cents per hour.
4. Upon completion of twenty (20) years of service: 54 cents per hour.

ARTICLE 8

HOLIDAYS

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

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

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

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

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

ARTICLE 9

EARNED LEAVE

9.1 Eligibility.

9.1.1 In order to accumulate vacation leave and/or sick leave, an employee must work on a regular and consistent basis eighteen (18) or more hours per week.

9.1.2 In order to be entitled to personal leave, the employee must be full-time status with the Town of Guilderland as a paramedic.

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

9.1.4 Vacation shall be in addition to regular days off.

9.2 Accumulation

9.2.1 Full-time employees will receive quarterly leave statements.

9.2.1.1 Will earn 7.2 hours of sick leave per month not to exceed a total accumulation of twelve-hundred (1200) hours (or 100 days).

9.2.1.2 Will earn 7.2 hours of vacation leave per month not to exceed a total accumulation of two-hundred forty (240) hours (or 20) days.

9.2.1.3 Will be granted thirty-six (36) hours of personal leave per year on January 1st of each year.

9.2.1.4 All full time employees shall be entitled to accrue paid vacation and, shall receive the additional accrued vacation benefits:

Years of Services	Time Earned as Days	Time Eared as Hours
After Five Years	1	7.2
After Six Years	2	14.4
Years of Services	Time Earned as Days	Time Eared as Hours
After Seven Years	3	21.6
After Eight Years	4	28.8
After Nine Years	5	36.0
After Ten Years	6	43.2
After Eleven Years	7	50.4
After Twelve Years	8	57.6

9.2.1.5 Vacation Leave.

- (a) Vacation leave shall be scheduled and taken in units of one half day and multiples thereof unless otherwise approved by the Chief of Police or his designee.
- (b) The days of vacation are defined as days upon which a member would otherwise work and receive pay, exclusive of holidays.
- (c) Vacation shall be given according to the contractual agreement.
- (d) Seniority of members will determine the order of preference to be given to request for vacation leave.
- (e) Seniority shall be the deciding factor as to choice of vacation time.

- (f) The order of preference shall prevail limited only to the extent that the leave schedule must provide for the presence of sufficient members to discharge the day to day responsibilities of the Department and to be available during periods of emergency.
- (g) All request for vacation shall be submitted to the Director of EMS.
- (h) Vacation days for more than two consecutive days must be submitted at east seven (7) days prior to the requested day.

9.2.2 Part-Time Employees will receive quarterly leave statements.

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

ARTICLE 10

PAID LEAVES

10.1 Sick Leave.

10.1.1 Each full time employee shall be entitled to sick leave after three (3) months of continuous service. Each full time employee shall be credited one day (7.2hours) of sick leave upon the completion of each month of continuous service, including the first three (3) months of continuous service. Sick leave credits may be accumulated up to a maximum of twelve hundred (1200) hours.

10.1.2 In addition to personal illness, leave for sickness in the employee's immediate family, if prior approval is obtained, maybe charged to sick leave. Requests for such approval shall be made to the EMS Director.

10.1.3 An employee who will not be able to report for his or her work shift because of either a job related or non-job related illness or injury shall report such inability to report for

work to the Dispatcher on duty no later than one six (6) hours prior to the start of tour of duty, when possible.

10.2 Sick Leave Incentive Pay.

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

0-36 hours	\$300.00
Over 37 hours but less than 72 hours	\$200.00
73 hours or more	0 dollars

10.3 Maternity Leave.

10.3.1 All employees will be entitled to the benefits as provided by the F.M.L.A. and other applicable law.

10.3.2 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 up to five (5) 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 five (5) month period will not be extended by the granting of disability leave or the use of accrued leave.

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

10.3.4 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.

10.4 Personal Leave.

10.4.1 Each full-time employee shall be entitled to thirty-six (36) hours personal leave per year.

10.4.2 Upon application to the EMS Director, personal leave will be granted in segments of not less than two (2) hours, if granting that leave does not impair the efficiency of operation.

10.4.3 Personal time may not be accumulated from year to year. Personal time not used shall, at the end of the year, be credited to the employee's vacation time or paid out at the employee's option.

10.5 Bereavement Leave.

10.5.1 A full time employee will be entitled to a leave of absence as actually needed and used by him for funeral arrangements or attendance due to death of his father

(natural, foster or step), mother (natural, foster or step), father-in-law, mother-in-law, brother, sisters, spouse, child (natural, foster or step), grandparent, or other relative who is a member of his household. Employer will reimburse him for such scheduled work time as he actually loses during his leave to a maximum of thirty-six (36) hours at his regular wage rate. An employee may use additional vacation or personal time as needed above the 36 hours mentioned herein, provided that the employee has permission to do so. Permission shall not be unreasonably denied.

10.5.2 An employee will be entitled to leave of absence as actually needed and used by him for funeral attendance due to the death of his brother-in-law or sister-in-law. The Employer will reimburse him for his scheduled work time lost on the day of the funeral.

ARTICLE 11

UNPAID LEAVES

11.1 Eligibility.

11.1.1 Leaves of absence without pay not to exceed three (3) months, maybe granted at the discretion of the Employer. Requests for such leave shall be filed by the employee with the EMS Director, 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 & OTHER INSURANCE COVERAGE

12.1 Coverage and Eligibility.

12.1.1 All full time employees in the bargaining unit shall be eligible for hospitalization and medical insurance coverage for themselves and all of their eligible dependents which shall include a prescription drug rider. The Employer shall pay the full cost of premiums for the full time employees, and fifty (50%) percent of the cost of premiums for the full time employees' dependents.

12.1.2 All part-time employees who work regular and consistent weekly shifts of a minimum of twenty two and one half (22 1/2) hours per week, or forty-five (45) hours per two weeks shall be eligible for hospitalization and medical insurance coverage for themselves, which shall include a prescription drug rider. The employer shall pay the full cost premiums for this employee under the Teamsters Select Plan.

12.1.3 All eligible employees who opt out of health insurance coverage from the employer, will be compensated at a rate of forty (40%) percent of the Teamsters Select Plan Single Rate in effect at the time; to be distributed on the first pay period of December.

12.2 Disability Insurance Benefits.

12.2.1 The Employer shall provide benefits as required under the New York State Disability Benefit Law.

12.2.2 The Town will allow an injured employee to work in a light duty capacity, provided there is light duty work available that conforms to the medical restrictions the

employee may have. The decision to permit an employee to work in a light duty capacity shall be in the sole discretion of the Town.

12.3 Cafeteria Plan.

12.3.1 The employer shall provide for the availability of a IRS Code Section 125 Cafeteria Plan.

ARTICLE 13

RETIREMENT PROGRAM

13.1 New York State Retirement System as is current.

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

ARTICLE 14

EDUCATIONAL BONUS

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

14.2 Each employee shall be paid through the year at the standard pay rate for continuing medical education classes that apply to regional re-certification per the following: Full time employees up to 24 hours, part time employees who qualify for Health Benefits can submit up to 12 hours and all others can submit up to 6 hours.

14.3 A three person committee consisting of the Medical Director, EMS Director and a Bargaining Unit Member will be established with a yearly fund of \$5,000.00. Any unit member can submit for training, conference or college attendance and related

expenses to the committee. The committee will review and approve, disapprove or modify the request by majority vote of the committee. When funds are depleted no additional request can be submitted for that year. Funds will be reviewed as they are submitted and approved based on value to the department and seniority on a rotating basis.

14.3.1 Any training or CME mandated by agency, region or State that does not have regional approval will be paid 2 hours minimum at the employees standard rate.

ARTICLE 15

UNIFORMS AND MAINTENANCE

15.1 Allocation.

15.1.1 The basic uniform(s) for permanent employees shall consist of either navy EMS pants and EMS Sport shirt or Navy EMS Flight Suit. All full time employees will be issued four (4) complete uniforms to be chosen by the employee and all part time employees will be issued two (2) complete uniforms to be chosen by the employee. All employees will also be issued their choice of work boots or work shoes as noted below. Additional equipment to be distributed to all employees is listed below:

	Part Time	Full Time
Navy All Season Coat	1	1
Orange Rain Coat	1	1
<u>R.E.M.O. Medication Key</u>	1	1
Black Work Boots	As needed	As needed

Black Work Shoes	As needed	As needed
Black Leather Belt	1	1
GEMS Ball Cap	1	1
WINTER CAP	1	1
WINTER GLOVES	1	1

15.1.2 The Employer shall, upon evidence satisfactory to the Director of EMS, 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.

15.1.3 The Employer will provide separate reimbursement up to a maximum of two hundred 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 Director of EMS and will be within his discretion.

ARTICLE 16

SENIORITY

16.1 Definition.

16.1.1 Seniority shall be determined by the length of service within employment status (full or part time) from the date of hire as paramedic within the Guilderland EMS

Department within said employment status. The town shall maintain two (2) lists. One comprising the full time paramedics and the other comprising the part time paramedics.

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

ARTICLE 17

WORK FORCE CHANGES

17.1 Lay Off and Notification.

17.1.1 In the event the Employer plans to layoff employees for any reason, the Employer shall notify the Union at least sixty (60) days prior to the contemplated action. The Employer shall meet with the Union within fifteen (15) days of such notice to discuss the proposed action, its impact on the employees and the community, and the possibility of an alternative.

17.1.2 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 to 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 workforce is increased after a lay-off, employees will be recalled according to seniority as they appear on the lay-off list. Notice of recall shall be sent to the employee at his last known address by registered or certified mail, the Union being

notified at the same time. If an employee fails to report for work within twenty (20) days from the date of mailing of the notice of recall, he shall be considered a quit.

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

17.2 Filling of Open Positions.

17.2.1 In the event that the employer opens a position for hire, a notice of such opening or vacancy shall be posted on the department bulletin board for a period of twenty-one (21) days, with written notification made to the Union Steward. The notice shall contain a detailed description and the necessary requirements and qualifications needed.

17.2.2 Any qualified individual interested in the job opening may submit an application in writing to the EMS Director during the twenty-one (21) day period. Any application received after the bidding period shall be disqualified.

17.2.3 All part time employees will have the opportunity to submit a resume to ensure consideration and interview for potential hire. The employee shall, when submitting a bid, furnish a copy to the Union simultaneously.

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 Should any dispute arise between the parties hereto as to the meaning of any provision or provisions of this agreement, or its implementation, the dispute shall first be addressed by informal discussions between representatives of the unit and representatives of the Town. Each party shall designate which representatives shall attend the informal meeting.

18.1.3 There shall be established a joint labor management committee, the purpose of which will be to meet not less than twice a year, or as needed, in order to attempt to resolve any disputes which arise under this agreement in the first instance.,

18.1.4 Should the procedures for resolving a grievance herein above stated not result in mutually satisfactory resolution, then a formal grievance shall be presented in writing within ten (10) working days of the last informal meeting held pursuant to paragraph 18.1.3.

18.2 Union Stewards and Representatives

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

18.3 Grievance Procedure

18.3.1 STEP 1: Should the informal steps called for herein above be unsuccessful in resolving a grievance, the employee and/or the union may initiate a formal grievance procedure by presenting, in writing, to the Director of the EMS Unit, within ten (10) days after the last informal meeting as called for in paragraph 18.1.4. Such grievance will be presented in written form and shall state the facts upon which the grievance is based and specify which provisions of the agreement have been allegedly violated and for which a remedy is sought. Within five (5) days of receiving the written grievance, the Director of the EMS Unit shall issue a written response.

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

18.4 Arbitration

18.4.1 In the event all steps herein before called for are not satisfactory in resolving the grievance, the union may, within ten (10) workdays from the date of the last step, file a demand for arbitration or mediation with the Public Employment Relations Board. A copy of the demand for arbitration shall be sent to the employer at the same time it is sent to the Public Employment Relations Board.

18.4.2 The request for arbitration or mediation shall contain the names of the employees involved, copies of the original grievance documents and any other written materials deemed necessary and appropriate for a fair resolution of the grievance.

- 18.4.3 The rules governing the Public Employment Relations Board relative to arbitration and mediation shall govern this phase of the grievance procedure.
- 18.4.4 The arbitrator or mediator selected by the Public Employment Relations Board shall have no power to add to, subtract from or modify the provisions of this agreement in arriving at a decision solely to the application and interpretation of this agreement. The decision of the arbitrator, should arbitration ensue, shall be final and binding consistent with applicable law and this agreement. All fees and expenses of the arbitrator or mediator shall be divided equally between the parties except that each party shall bear the cost of preparing and presenting its own case.

ARTICLE 19

DISCIPLINE

- 19.1 Exercise of Rights.
- 19.1.1 All employees shall be considered permanent upon the completion of 26 weeks of service.
- 19.1.2 Prior to the implementation of any proposed disciplinary action, including dismissal, permanent employees shall be given written charges and specification to the alleged incidents leading to the disciplinary charge.
- 19.1.3 No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding without first having an opportunity to have a union representative or shop steward present.
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- 19.1.4 In the first instance, except in cases where it is determined that an employee's continued presence on the job would constitute a health or safety problem, all disciplinary matters shall be attempted to be resolved between the employee and the Town on an informal basis.
- 19.1.5 Any matter which, in the judgment of the EMS Director warrants discipline, and which, in the judgment of the EMS Director does not immediately constitute a health or safety problem, shall begin with the EMS Director speaking informally with the employee to discuss the subject matter of the discipline with a view towards resolving it by mutual agreement on an informal basis.
- 19.1.6 If in the judgment of the EMS Director the informal resolution of discipline outlined above is unsatisfactory or informal discipline is not adequate, then the employee shall be given formal written notice of the specific disciplinary matter he or she is being charged with.
- 19.1.7 Upon receipt of the formal written disciplinary notice called for in paragraph 19.1.6, the employee may first request an informal meeting with the EMS Director to discuss the matter. At that time, the parties can enter into a formal, written resolution of the disciplinary matter mutually satisfactory and agreeable to the parties.
- 19.1.8 If the formal disciplinary matter as called for in paragraph 19.1.7 does not result in a formal agreement of resolution, then disciplinary matter will proceed as called for under the Civil Service Laws set forth in the Civil Service Law of the State of New York and Articles 75 and 76 there under.

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(is) maintained by the Town and in force as of the date of said act or omission.

20.1.2 A copy of all relevant liability policies shall be made readily available to the union.

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 EMS Director 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 Director of EMS, the Town Supervisor, or his designee 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.

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.

ARTICLE 23

DEPARTMENTAL RULES & REGULATIONS

- 23.1 The employer shall provide a comprehensive up to date policy and procedures manual to each employee. Any changes to said document shall be in writing.
- 23.2 The employer agrees that all current departmental rules and regulations, and any proposed changes in such rules and regulations may properly be the subject of discussion in the Joint Labor/Management Committee established under Article 22 herein.

ARTICLE 24

GENERAL PROVISIONS

24.1 Parking Facilities.

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

24.2 Staffing.

24.2.1 Paramedic coverage shall exist 24 (twenty four) hours per day 7 (seven) days a week unless otherwise deemed unnecessary by the EMS Director. Overtime shall be utilized when necessary to maintain such coverage.

24.3 Minimum staffing requirements.

24.3.1 The staffing requirements as deemed necessary by the EMS Director for paramedic coverage over the course of usual business, shall not be interrupted. All vacant shifts will be filled by a bargaining unit employee. Overtime shall be utilized when necessary to maintain coverage. 24.3.2 Staffing shall be provided by employees as established by the terms of his contract.

24.4 Training Expenses.

24.4.1 The employer shall be responsible for the following expenses while an employee is attending mandated training school or on official business as noted in section 14.4, that has had prior approval by the EMS Director, out of the Capital

District (Capital District are is defined as Albany, Schenectady and Rensselaer Counties) for the Town of Guilderland;

- a) Mileage: if using personal vehicle, shall be paid at the Town wide established rate, or transportation will be furnished by the Employer.
- b) Meals: shall be reimburse up to a maximum of Thirty Dollars (\$30.00) per day, or reasonable and customary.
- c) Lodging: (when necessary) shall be reimbursed for reasonable and customary rates for the locality in which the training takes place.

24.5 Safety Protection.

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

24.6 Psychological Counseling.

24.6.1 Within 60 (sixty) days from the signing of this Agreement, the Town will institute an E.A.P. program.

ARTICLE 25

SAVINGS CLAUSE

25.1 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 26

EXPIRATION AND MODIFICATION

26.1 Term and notification for Modification

26.1.1 This Agreement shall become effective when duly signed by authorized representatives of the respective parties. The Agreement shall apply from January 1, 2006 through December 31, 2008.

26.1.2 No provision of this agreement may be modified, amended or otherwise abrogated except by mutual agreement of the parties in writing.

FOR THE TOWN OF GUILDERLAND

FOR TEAMSTERS LOCAL294

Attachment 2

To the agreement by and between Teamsters of Local 294 and the Town of Guilderland

	<u>Wages</u>		
	2006	2007	2008
New Hire	\$33,807	\$34,821	\$35,866
After 1 year	\$35,797	\$36,871	\$37,977
After 2 years	\$36,934	\$38,042	\$39,183
After 3 years	\$38,070	\$39,212	\$40,388
After 4 years	\$39,207	\$40,383	\$41,594
After 5 years	\$40,342	\$41,552	\$42,799

All Part Time employees will receive a (4%) four percent increase January 1, 2006, a (3%) three percent increase on January 1, 2007 and a (3%) three percent increase on January 1, 2008.

The Part Time New Hire Rate will be as follows:

January 1, 2006 - \$16.73

January 1, 2007 - \$17.23

January 1, 2008 - \$17.75