

RESOLUTION NO. 39

ADOPTING THE ALBANY COUNTY ARSON CONTROL PLAN

Introduced: 2/13/23

By Public Safety Committee:

WHEREAS, General Municipal Law §204-d provides that a Fire Chief is required to determine the cause of each fire or explosion which the fire department or company is called to suppress, and

WHEREAS, County Fire Departments and the Fire Coordinator's Office provide support to Arson investigation teams such as lighting, hose lines, heavy construction equipment and other duties as requested by the Fire Investigation team, and

WHEREAS, The Albany County Fire Coordinator has created the Albany County Arson Control Plan which has been submitted to and reviewed by local fire department representatives and the Albany County Sheriff, and

WHEREAS, The Albany County Sheriff requests that the plan, annexed hereto, be adopted by this Honorable Body to ensure the effective arson investigations by the various agencies within Albany County, now, therefore, be it

RESOLVED, By the Albany County Legislature, that the Albany County Arson Control Plan dated November 14, 2022 is hereby adopted effective immediately, and be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

ALBANY COUNTY
ARSON CONTROL PLAN



Albany County Office of Emergency Management Fire
Coordinator's Office
58 Verda Ave
Clarkesville, New York, 12041

**Albany County
Arson Control Plan**

Table of Contents

Subject	
Section I Plan Overview.....	4
Section II Fire Service Resources &Role/Responsibilities.	5-7
Section III Law Enforcement Agencies & Roles/Responsibilities	8-9
Section IV Prosecution/District Attorney Office	9
Section V Supporting Programs/Services	9-10

Attachments A- Arson team letters

**ALBANY COUNTY ARSON
CONTROL PLAN**

Recommended for Adoption by: OFFICE

OF FIRE COORDINATOR

Date: November 14, 2022

SUBMITTED BY COUNTY FIRE COORDINATOR

Gerald E. Paris Jr.

ADOPTED BY:

ALBANY COUNTY LEGISLATURE

Date:

, Representative

Offered a resolution that the following plan be adopted as the:

ALBANY COUNTY ARSON CONTROL PLAN

Resolution Number

APPROVED AND ACCEPTED BY:

Division of Homeland Security and

Emergency Services

OFFICE OF FIRE PREVENTION AND CONTROL

Date:

ALBANY COUNTY ARSON CONTROL PLAN

Section I. Plan Overview

Scope & Purpose

The purpose of this plan is to develop processes and procedures for the conduct of fire investigations with the ultimate goal of controlling arson within Albany County. This can be accomplished by integrating fire, law enforcement and prosecutorial services, as dictated, during all fire investigations and increasing the cooperation between government and key private sector stakeholders.

There are numerous agencies within Albany County responsible for arson investigations; City of Albany Department of Fire & Emergency Services, Town of Bethlehem Police Department, City of Cohoes Fire Department, Town of Colonie Fire Services/ Colonie Police Department, Town of Guilderland Police Department, and City of Watervliet Department of Public Safety Bureau of Fire. Each of these municipalities have their own arson investigation team in addition the Albany County Sheriffs' Office which has an arson investigation team that covers the remainder of the county and can be called on to assist any of the other teams as requested. In addition, for cases that exceed local resources the Office of Fire Prevention and Control Arson team provides assistance. All of these teams shall follow currently recognized best practices and industry standards.

The prosecution of suspected arson cases is handled by the Albany County District Attorney's office (DA) working closely with the arson investigation teams. The DA's office has a dedicated Assistant District Attorney (ADA) who prosecutes cases of suspected arson. This ADA is available to the municipal and county teams to provide advice and guidance relative to documentation and preparation for court appearances or consultation on any other legal matters relative to fire investigations.

Current County Demographics

The area of the County is 533 Square Miles and has a population of 306,165 per the most recent census it is comprised of 3 Cities, 10 Towns and 6 Villages. It has a mix of rural, suburban and urban areas.

The majority of the Fire Departments in the County are volunteer with seven career Departments and two Combination Departments.

The County has an active Fire Advisory Board that normally meets monthly and acts as a tool to address any Firematic issues including Arson team issues. The Board has an Arson team representative member.

Many of the County investigators are also members of the Capital District Fire Investigator's Association that provides training opportunities, as well as, an opportunity for networking.

Over the last 7 years our average call volume is 40810 and of this number 36 are suspected arson. Over this same period there were 26 arson convictions in the County and we currently have 43 active cases from this period.

Arson Task Force

There is no Arson taskforce in Albany County.

Section II. Fire Service Resources & Role/Responsibilities to Control Arson

There are 42 Fire Departments in Albany County and their Chiefs are responsible under General Municipal Law (GML) 204-d (see below), which requires a Fire Chief to "determine or cause to be determined the cause of each fire or explosion which the fire department or company is called to suppress."

As the majority of fire chiefs in Albany County are Volunteers with seven career departments and two combination. Many Departments either do not have the advanced training and experience to make a fire cause determination and/or the time required to thoroughly investigate major fires, therefore, they may depend on one of the Arson investigation teams to determine the cause and origin of the fire,

§ 204-d. Duties of the fire chief. The fire chief of any fire department or company shall, in addition to any other duties assigned to him by law or contract, to the extent reasonably possible determine or cause to be determined the cause of each fire or explosion which the fire department or company has been called to suppress. He shall file with the office of fire prevention and control a report containing such determination and any additional information required by such office regarding the fire or explosion. The report shall be in the form designated by such office. He shall contact or cause to be contacted the appropriate investigatory authority if he has reason to believe the fire or explosion is of incendiary or suspicious origin. For all fires that are suspected to have been ignited by a cigarette, within fourteen days after completing the investigation into such fire, the fire chief shall forward to the office of fire prevention and control information detailing, to the extent possible: (a) the specific brand and style of the cigarette suspected of having ignited such fire; (b) whether the cigarette package was marked as required by subdivision six of section one hundred fifty-six-c of the executive law; and (c) the location and manner in which such cigarette was purchased.

The Albany County Fire Investigation Teams are considered "specialized teams", (per N.Y. GMU. LAW § 209-bb: NY Code - Section 209-88) and are in compliance with NFPA 921 and NFPA 1033. The details of each Arson Investigation Team are attached (Appendix A).

The Fire Departments/Companies in Albany County are:

Albany-Career	Medusa-Volunteer
Albany Int'l Airport-Career	Menands-Volunteer
Altamont-Volunteer	Midway-Volunteer
Berne-Volunteer	New Salem-Volunteer
Boght Community-Volunteer	North Bethlehem-Volunteer
Coeymans-Volunteer	Onesquethaw-Volunteer Ravena
Coeymans Hollow-Volunteer	Rensselaerville-Volunteer
Cohoes-Career	SABIC (non-municipal) -Career
Colonie-Volunteer	Schuyler Heights-Volunteer
Delmar-Volunteer	Selkirk-Volunteer
Elsmere-Volunteer	Shaker Road-Combination
East Berne-Volunteer	Slingerlands-Volunteer
Fort Hunter-Volunteer	Stanford Heights-Volunteer
Fuller Road-Volunteer	Tri-Village-Volunteer
Green Island-Career	Verdoy-Volunteer
Guilderland-Volunteer	Voorheesville-Volunteer
Guilderland Center-Volunteer	Watervliet-Career
Knox-Volunteer	Watervliet Arsenal (non-municipal) -Career
Latham-Combination	West Albany-Volunteer
Maplewood-Volunteer	Westerlo-Volunteer
McKownville-Volunteer	Westmere-Volunteer

Local Fire and Law Enforcement Agency Responsibilities

The fire chief of each department within Albany County is responsible for initial origin and cause investigation of any fire they respond to in accordance with GML 204-D, Origin and cause of minor fires is generally completed by individual departments without a need to call on one of the Fire Investigation Teams.

County Fire Departments and the Fire Coordinator's Office provide support to Arson investigation teams by supplying items such as lighting, hose lines, heavy construction equipment and other duties as requested by Fire Investigation team.

While some departments may have members who have received fire investigation training there are no departments except Albany Fire, Cohoes Fire, Watervliet Fire and Colonie Fire Services which have established in-house fire investigation teams. The above listed agencies conduct fire investigations and work very closely with all local law enforcement agencies and rely on Law Enforcement agencies for assistance including but not limited to maintaining a scene, assisting in evidence collection, packaging, security and witness interviews. In addition Bethlehem, Colonie, and Guilderland Police have Fire investigation teams. Fire Departments outside the areas covered by municipal Fire Investigation teams will call upon the County Sheriffs' team for a fire investigation when they determine it is beyond their knowledge and training.

All investigations conducted by investigation teams are done in compliance with NFPA, Standard 921 and teams are trained in accordance with NFPA Standard 1033.

Albany City Fire Department:

1. **Staffing of team (how many staff):** 5
2. **Level of training of team members:** Certified New York State Fire Investigators
3. **In-service training requirements:** NYS and National Standards
4. **Rotation of staff:** (by shift or on call : All work 5 day work week (0800 x 1600) with on call coverage 24 hrs.7 days per week/365 days per year
5. **Are they full-time, assigned on a voluntary basis , or a specialized team per section 209-bb of NYS General Municipal Code:** Full time – assigned to Fire Prevention/Investigation Unit
6. **Geographic area covered:** City of Albany

Cohoes Fire:

1. **Staffing of team (how many staff):** 2
2. **Level of training of team members:** Pro Board and New York State Certified Fire Investigators.
3. **In-service training requirements:** NYS and National Standards
4. **Rotation of staff (by shift or on call):** Work shift and called back as needed
5. **Are they full-time, assigned on a voluntary basis , or a specialized team per section 209-bb of NYS General Municipal Code:** Full time – assigned to Fire Prevention/Investigation Unit
6. **Geographic area covered:** City of Cohoes

Colonie Fire Services:

1. **Staffing of team (how many staff) :** Four
2. **Level of training of team members:** Three full time, New York State certified Fire Investigators, and one Colonie Police Officer make up the Town of Colonie Fire Investigation Unit
3. **In-service training requirements:** Members maintain the required State in service training annually
4. **Rotation of staff (by shift or on call):**The three Fire Protection Specialist's rotate a weekly on call assignment
5. **Are they full-time, assigned on a voluntary basis, or a specialized team per section 209-bb of NYS General Municipal Code:** All team members are full-time employees of the Town of Colonie
6. **Geographic area covered by team:** The team investigates fires for the entire Town of Colonie, including the Incorporated Villages of Colonie and Menands. We will respond outside the Town of Colonie if requested.

Watervliet Fire:

1. **Staffing of team (how many staff):**6 total team members: 3 New York State Certified Fire investigators (2 fire officers, 1 firefighter) and 3 Police Officers (2 detective sergeants, 1 detective lieutenant)
2. **Level of training of team members.** Combination of Pro-Board certified (2 members), New York State certified (1 member), and Evidence Technician/Crime Scene Technician (2 members)
3. **In-service training requirements:** We conduct training requirements set forth by NYS and submit our Attestation Letter annually to NYS OFPC.
4. **Rotation of staff (by shift or on call):** Both on-call or on shift, depending who is on duty at the time of the incident.

5. **Are they full-time, assigned on a voluntary basis, or a specialized team per section 209-bb of NYS General Municipal Code:** All team members are full-time employees of the City of Watervliet Fire or Police Departments

6. **Geographic area covered by team:** City of Watervliet and the Village of Green Island

III. Law Enforcement Agencies & Role/Responsibilities for Arson Control

Law Enforcement Agencies within County of Albany

Albany City PD	Coeymans PD	NYS Police
Albany County Sheriff	Colonie PD	SUNY Albany PD
Altamont PD	Green Island PD	Watervliet PD
Bethlehem PD	Guilderland PD	Watervliet Arsenal PD
Cohoes PD	Menands PD	

All above Police Departments have general law enforcement responsibilities regarding Fire Investigation including scene security, general criminal investigation and evidence security as well as providing assistance as requested by the Incident Commander or the Fire Investigation team. In addition Cohoes, Albany County Sheriff, Bethlehem, Colonie and Guilderland PD have Fire investigation teams these teams operate in accordance with NFPA, Standard 921 and teams are trained in accordance with NFPA Standard 1033. They all work closely with the Fire Service to determine cause and origin of fires.

Albany County Sheriff's office:

1. **Staffing of team (how many staff):** 3
2. **Level of training of team members:** Two Pro Board Certified and one support staff
3. **Rotation of staff (by shift or on call):** Either on shift or on call as needed
4. **Are they full-time, assigned on a voluntary basis, or a specialized team per section 209-bb of NYS General Municipal Code - Specialized Team:** Full time staff
5. **Geographic Area covered:** Berne, Knox, Westerlo, Rensselaerville, New Scotland, Voorheesville, Coeymans, Ravena, Green Island, Albany International Airport, and any County owned property

Bethlehem Police:

1. **Staffing of team (how many staff):** Currently have 3 New York State Certified investigators. In the process of putting 3 new investigators through school in the fall.
2. **Level of training of team members:** See above
3. **In-service training requirements:** Members are required by the state to complete 12 hours of tested training and 12 hours of investigation.
4. **Rotation of staff (by shift or on call):** Members are available for call in as needed
5. **Are they full-time, assigned on a voluntary basis, or a specialized team per section 209-bb of NYS General Municipal Code-** Members are all full time employees assigned to various details within the police department but are available for fire investigation when the Fire Chief determines the need.
6. **Geographic area covered by team:** Town of Bethlehem

Guilderland Police:

1. **Staffing of team (how many staff):** 8
2. **Level of training of team members:** 1 administrator/New York State Certified, 3 New York State Certified, 3 pending New York State Certification, and 1 support services
3. **In-service training requirements:** Minimum of 12 hrs. CME training, and 12 hrs. of fire investigation
4. **Rotation of staff (by shift or on call):** On call or working for town/volunteer
5. **Are they full-time, assigned on a voluntary basis, or a specialized team per section 209-bb of NYS General Municipal Code - Specialized Team:** Fire Investigation Unit consists of 6 full time Town of Guilderland Employees (Police Officer, Fire Prevention, and Building/Zoning), 2 volunteer fireman
6. **Geographic area covered by team:** Town of Guilderland

IV. Prosecution/District Attorney Office

The Albany County District Attorney's (DA) Office relies on the municipal and county investigation teams to conduct on site fire investigations. The DA's office does have a dedicated Assistant District Attorney (ADA) who prosecutes cases of suspected arson. They also have both fire and criminal investigators that can assist fire investigation teams. They currently have a New York State Certified and an additional investigator on staff.

This ADA is available to the municipal and county team members to provide advice and guidance relative to documentation and preparation for court appearances or consult on any other legal matters relative to fire investigations. They can also be requested to the scene by the Fire Investigation team if needed.

V. Supporting Programs/Services

Juvenile Fire Setter Program

Albany County is fortunate to have an interdisciplinary team that comprises the Juvenile Fire Setter Program and a designated deputy fire coordinator charged with administering the program. The County also has several members of fire investigation teams who are trained to work with juvenile fire setters. The City of Albany Fire Department, Colonie Fire Services, and Cohoes Fire Department have personnel trained to work with these individuals. Trained investigators make themselves available to schools, both public and private, to present programs for juveniles. Representatives of the Albany County Office of Mental Health and the Probation Department are also trained to recognize and work with juvenile fire setters.

The team makeup is as follows- One Deputy Fire Coordinator is assigned to manage the program

-It is an inter-disciplinary team. Consisting of Firefighters/investigators, Law Enforcement, Mental Health and Probation. All Team members have received J-Fire 1 training

-In-service training requirements -There are no requirements but the team meets monthly to review cases and discuss issues and new actions

-The Team is assigned cases on a jurisdictional basis.

-All team members volunteer or are assigned by their home agency. All Team members work for a career FD, Law enforcement agency, county mental health or county probation

- The team covers all of Albany County

On the county level, most cases are referred through the Office of Fire Coordinator who in turns puts individuals in contact with the trained members. Information garnered during the process of dealing with a juvenile fire setter is confidential and the only information available is the fact that the potential fire setter was either contacted or not.

We have developed an educational brochure explaining our J-Fire program that is being distributed at various public events and at schools throughout the County.

Other Arson control steps taken

We have continued to encourage local public works and building departments to board-up and secure all vacant and abandoned buildings.

Albany County has instituted one of the most active land banks in the State to get vacant properties either rehabilitated or demolished to reduce the chances of arson.

Education/Training

The Office of Fire Coordinator has realized the need to continue to educate firefighters in recognizing potential arson fires. Working closely with the State Fire Instructors assigned to Albany County, a certified fire investigator from one of the Fire Investigation Teams makes a presentation during all Firefighter I courses.

In addition, members of the team are invited to fire department open houses and will display equipment and discuss fire investigations with fire department members and the general public. Some fire departments within the county have also devoted training/drills to fire investigations with members of the team as main speakers.

There are several other educational outreach programs we use to assist in Arson prevention. The retention & recruitment car and tactical training trailer are used throughout the County at various Fire Department and community events, and at the Fire Museum at the Altamont fair, to provide fire prevention material as well as trained personnel who can discuss fire prevention and arson awareness with County residents who attend these events.

RESOLUTION NO. 47

APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE ALBANY COUNTY SHERIFF'S OFFICE AND THE UNITED PUBLIC SERVICES EMPLOYEES UNION

Introduced: 2/13/23

By Personnel Committee:

WHEREAS, The Albany County Sheriff has requested approval of a Memorandum of Understanding between the Albany County Sheriff's Office and the United Public Services Employees Union (the "Bargaining Unit") on the terms and conditions of employment for the period January 1, 2021 through December 31, 2027, and

WHEREAS, Under terms of the agreement, employees of the Bargaining Unit will receive raises annually commencing retroactive to January 1, 2021 through December 31, 2027, as agreed to in the Memorandum of Understanding, and

WHEREAS, Other terms and conditions of employment were modified in accordance with the annexed Memorandum of Understanding ratified by the membership of the Bargaining Unit, and

WHEREAS, A budget amendment is necessary in order to effectuate the new agreement, now, therefore, be it

RESOLVED, By the Albany County Legislature that the terms and conditions of employment set forth in the existing collective bargaining agreement between the County of Albany and the Bargaining Unit shall continue except as modified by the Memorandum of Understanding annexed hereto, and, be it further

RESOLVED, That the 2023 Sheriff's Office Budget is hereby amended is indicated in the spreadsheet annexed hereto, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

MEMORANDUM OF AGREEMENT (MOA)

by and between

The County of Albany, New York

and

UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)

WHEREAS, the Collective Bargaining Agreement (CBA) between the Employer and the UPSEU expires(d) on December 31, 2021; and

WHEREAS, the parties have engaged in good faith negotiations in an effort to arrive at a successor CBA; and

WHEREAS, the parties have reached a tentative settlement covering the period January 01, 2022 to December 31, 2027 and further wish to commit such to writing; and

WHEREAS, the parties hereto agree that the current CBA and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified; and

WHEREAS, this MOA is subject to the approval of the Legislature and Executive of the County of Albany and the ratification of the membership of the UPSEU. Each respective negotiating committee agrees to recommend the MOA for approval and ratification.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

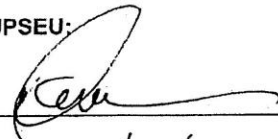
1. The recitations of the facts and circumstances set forth in all of the preceding "WHEREAS" clauses are expressly incorporated herein and form a part of the terms of this Memorandum of Agreement."
2. **Terms of agreement attached as memorandum.**

County of Albany:



Date: 11/22/22

UPSEU:



Date: 11/21/2022

ALBANY COUNTY EMS CONTRACT CHANGES

The term of the agreement will cover the period of January 01, 2022 to December 31, 2027.

ARTICLE 2 – COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall be comprised of the following:

INCLUDED: All Albany County Sheriff's Office Emergency Medical Service EMTs and Paramedics, and EMS Supervisors (in house title)

EXCLUDED: EMS Commander-Captain, Deputy-Commander-EMS Lieutenant and all other Albany County employees.

ARTICLE 5 RIGHTS OF EMPLOYEES

Section 4 All employees will be supplied a copy of their job description upon request. The job descriptions for all classified/recognized titles will be attached hereto as Appendix "D"

ARTICLE 6 RIGHTS OF UNION

Section 1 The UPSEU shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees' Fair Employment Act ("The Taylor Law") under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation, to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and pursue all such objectives free from any interference, restraint, coercion, or discrimination by the Employer or any of its agents.

ARTICLE 9 COMPENSATION

Section 1 There shall be the following general salary increases: (Attached as Appendix "C" is a salary chart).

~~12/31/2017 — 2% (Not retroactive)~~

~~1/1/2018 — 1%~~

~~7/1/2018 — 0.5%~~

~~1/1/2019 — 2%~~

~~1/1/2020 — 2%~~

~~1/1/2021 — 2%~~

~~Wage increase proposals for year one (Effective January 01, 2022) are set forth in Appendix "C".~~

~~Effective 1/1/23 All titles 5%~~
~~Effective 1/1/24 All titles 5%~~
 Wage proposal as attached. (Appendix "C")

****Ratification Bonus – Upon approval of the new Collective Bargaining Agreement between the County and Union, the County will pay each member an additional \$2000.00 bonus.**

****Retroactive payments shall be paid to all former bargaining unit members (Those who have taken promotions to titles outside of those recognized in Article 2 of this agreement) who are still employed by the County Sheriff's department at the time of approval of this agreement.**

****Wage reopener – The parties (Sheriff's Department representatives, Human Resources/County Executive's office and the Union) agree to meet no later than September of 2025 to discuss the possibility of a wage adjustment if needed. The parties will examine, *inter alia*, hiring, wage rates within the area, retention and mandatory overtime. If the parties fail to reach an agreement, the aforementioned 3% general salary increase shall control.**

Section 2 Overtime

All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the employee's hourly pay. **Employees required to work mandatory overtime will be paid at the rate of twice (2x) the employees hourly pay.**

Section 3 ~~Shift Part-time EMS Supervisors will receive an out of title stipend set forth under appendix "C" ("Paramedic -1's working OOT as Paramedic-2")~~ ~~an additional three dollars (\$3.00) per hour on their current rate of pay. Excluded full-time Paramedics hired prior to January 1, 2014.~~

Section 5 Longevity increments are to be paid during the last payroll period of the Employee's anniversary month. ~~Longevity will be paid to full-time employees only.~~

Years of Competed Service	Longevity Pay Full-time	Longevity Pay Part-time 468 hrs 50%
3-4 years	\$150	\$49.50
5-6 years	\$350	\$115.50
7-9 years	\$600	\$198.00
10-14 years	\$900	\$297.00

15 – 19 years	\$4,250	\$412.50
20 – 24 years	\$4,700	\$564.00
25 +	\$2,250	\$742.50

LONGEVITY SCHEDULE			
Years of Completed Service	Longevity Pay Full-Time	Longevity Pay Part-Time 468 hrs – 50%	Longevity Pay Part-Time 216 - 468 hrs – 25%
3 – 4 years	\$150	\$75	\$37.50
5 – 6 years	\$350	\$175	\$87.50
7 – 9 years	\$600	\$300	\$150
10 – 14 years	\$900	\$450	\$225
15 – 19 years	\$1,250	\$625	\$312.50
20 years +	\$5,000	\$2,500	\$1,250

Section 6 ~~Part-time employees will receive thirty three percent (33%) of the full-time longevity pay at the applicable step. The employee must have physically worked a minimum of nine hundred fifty (950) hours in the year prior to their service date.~~

Section 7 ~~Shift Differential—Twenty dollars (\$20.00) per shift for part-time employees working a full twelve (12) hour shift during the hours of 6:00 pm Friday to 6:00 am Monday beginning January 1, 2018. Twenty five dollars (\$25.00) shift differential for part-time employees working a full twelve (12) hour shift during the hours of Friday at 6:00 pm to Monday at 6:00 am beginning on January 1, 2019. Thirty five dollars (\$30.00-35.00) The Employer agrees to pay an additional three dollars per hour (\$3.00) shift differential for part-time employees working a full twelve (12) hour shift between Friday at 6:00 pm to Monday at 6:00 am beginning on January 1, 2020.~~

Section 8 **Field Training Officers (“FTO”)**– The parties agree to establish a FTO program for bargaining unit members. The Employer shall designate the number of FTO’s.

A committee consisting of _____ management and _____ will discuss and interview applicants.

The primary responsibility of the FTO shall be training and development of new employees, safe and efficient work practices, daily routines, and other similar activities.

The Employer agrees to pay an additional two dollars and fifty cents (\$2.50) to any employee working in an FTO capacity.

ARTICLE 10 WORKDAY/WORKWEEK

Section 3 A) Full-time employees EMT's/Paramedics will work a minimum of thirty-six (36) hours per week. **Paramedic -2 positions shall be**

~~forty (40) hours per week, or the forty-eight (48) hour platoon system (i.e. 2009 platoon schedule).~~ The work schedule for full-time employees will be posted and bid annually by seniority.

Section 6 **Part-time** employees are expected to submit forty-eight (48) hours of availability each month and are expected to actually work a total of two hundred ~~sixty (260)~~ **two hundred sixteen (216)** hours per year. Employees may submit in writing a request to waive submission of availability for up to three (3) months total for the year. No more than three (3) employees are eligible at one time. It will be based on seniority and illness or injuries do not count in the eligibility. Employees that do not meet the ~~two hundred sixty (260)~~ **two hundred sixteen (216)** work hours in any consecutive twelve (12) months may be subject to termination by the employer, **unless the Employer is unable to provide the requisite minimum number of hours.** Availability must be submitted in twelve (12) hour blocks that are aligned with the current start times.

Section 8 The parties agree to modify the shift-bid procedure through labor management after the ratification of the agreement.

ARTICLE 11 SHIFT FILLING POLICY (VACANT SHIFTS)

Section 3 Upon conclusion of Section 2 above, vacant shifts will be assigned in the following order:

- A) Part-time NO O/T
- B) Full-time O/T (rotating wheel)
- C) Part-time O/T (rotating wheel)
- D) EMT with Paramedic certification (Paid at out-of-grade pay at the Paramedic rate)
- E) ~~Commander~~ **EMS Captain/Lieutenant *agreed 12/13/21**
- F) Full-time Mandatory (~~inverse seniority by rotating wheel~~)

Mandatory overtime shall be assigned according to the following procedure:

The employer shall maintain a list to assign mandatory overtime work for each job class. The first employee to be mandated shall be the employee (within job class) with the least amount of previously-assigned mandatory overtime hours during the calendar year (since January 1), continuing in order to the employee with the most previously-assigned mandatory hours. Service seniority with the employer shall only be used to break a tie between two employees with the same number of previous mandatory overtime hours. The list will be maintained in real time and will be available for viewing upon request.

When assigning mandatory overtime, the following rules shall apply:

- No employee may be assigned more than twenty-four (24) hours of Mandatory OT in a work week unless that employee is the only person able to be scheduled based on all other factors.
- Any employee who has been scheduled to work seventy-two (72) or more hours per week shall be placed on the bottom of the mandatory overtime list. If more than one employee is placed on the bottom of the list due to the foregoing, the employee with the greatest number of hours and then service seniority shall be at the bottom of the list.
- Employees who have been approved for vacation time or "unavailable" shall be passed over when assigning mandatory overtime.
- No employee shall be mandated to work greater than 24 consecutive hours or, if having already worked 24 consecutive hours, to work a shift with less than 8 hours off duty from ACSO EMS, unless a state of emergency has been declared by chief executive officer of the county or any municipality that is within the primary service area of the ACSO EMS unit.
- Employees who call in sick for their mandatory overtime shift will not be given mandatory overtime credit. However, employees who find their own coverage, and otherwise give away their shift in accordance with Article 11 of this contract, shall receive credit for the mandatory overtime.
- An employee who is out on a leave of absence (medical or otherwise) will be credited a pro-rated amount of mandatory overtime hours based on the average amount of mandatory overtime assigned per employee within job title while the employee was on leave.

New hires will be placed on the list 12 hours below the lowest amount of mandatory overtime assigned per employee in the same class during the calendar year (since

ARTICLE 13 ABSENCE WITH PAY

- Section 3 M) The County and the Union agree to meet in Labor/Management Committee starting in 2016 to establish a Sick Leave Donation Program.

N) SICK LEAVE INCENTIVE

Any full-time Employee who does not call out sick for six months for the period of January 01 through June 30 and/or July 01 through December 31 shall receive seven hundred fifty dollars (\$750) per half year. The maximum amount for each year shall be fifteen hundred dollars (\$1500).

For part-time employees, the benefit shall be as follows:

Less than 108 hours per half year – No incentive

More than 108 hours, but less than 468 hours per half year - \$375.00

More than 468 hours per half year - \$750.00

Section 11 – Long Term Disability

The employer agrees to facilitate deductions for a long-term disability plan. The plan will be administered by a third party insurance company. The Union will provide the Employer with the plan details. If the union decides to Participate in the plan, all full-time employees must enroll.

ARTICLE 16 HEALTH INSURANCE BENEFITS

Section 6 Dental Insurance

The County of Albany shall provide comprehensive dental insurance coverage to its full time employees through a single insurance carrier. Enrollment in the dental insurance benefit is administered by the Department of Human Resources. Employees must apply for dental insurance benefits in order to receive coverage. The County reserves the right to alter the current design of its dental plan and to change dental insurance carriers. **The county agrees to implement its new dental, vision and hearing aide plan (attached hereto as Appendix __) no later than _____, __ 2023.**

ARTICLE 18 HOLIDAYS

The following eleven (11) days shall be recognized and observed on the actual holiday from 6:00 am to 6:00 am:

*New Year's Day (6am - 6pm)	Columbus Day
Martin Luther King Day	General Election Day
Presidents Day	Veterans Day
*Memorial Day	*Thanksgiving Day
Juneteenth	Christmas Eve (6pm- 6am)
*Independence Day	*Christmas Day (6am to 6pm)
*Labor Day	New Year's Eve (6pm- 6am)
	** Floating Holiday

All employees who are working the above designated holidays will receive pay as follows:

Full time employees - Time and one half (1 ½) for hours worked and eight (8) hours of pay.

Part time employees - Time and one half (1 ½) for hours worked.

The following holidays shall be paid at double time (2x):

Christmas eve

Christmas Day
New Year's Eve
New Year's Day
Thanksgiving.

An Employee must have worked his/her last scheduled work day prior to a holiday and his/her first scheduled work day after the holiday to receive compensation for the holiday unless he/she was absent on an approved leave.

- * All employees shall be required to work a minimum of six (6) hours of premium holiday hours per year. Holiday staffing will be bid by December 15 for the following February - January holidays. In the first round, employees can bid from six (6) to twelve(12) hours of time. Once the first round is completed, remaining openings will be filled on a voluntary basis. If there still are remaining openings, they will be filled by mandating in inverse seniority in six (6) hour blocks.
- ** Floating Holiday in lieu of Lincoln's Birthday. Full-time employees who are in active pay status on February 12th of each year shall earn a **Twelve (12) eight-(8)** hour floating holiday. To utilize the floating holiday the employee must have supervisor approval. The floating holiday must be used in the calendar year earned. Employees hired after January 1, 2014 shall be required to work twelve (12) hours of designated premium holidays as identified in this Section.

ARTICLE 20 UNIFORMS/WORK CLOTHING ALLOWANCE

The Employer will provide all uniforms upon initial hire and replace all uniform items due to wear or damage.

The initial issue of uniforms per employee is as follows:

2 – short sleeve shirts (**Part-time**) 4- short sleeve shirts (**full-time**)
2 – long sleeve shirts (**Part-time**) 4 – Long sleeve shirts (**full-time**)
2 – pants (**part-time**) – 4 – pants (**full-time**)
1 – jacket
1 – ball cap
1 – *winter hat*
1 – *job shirt*

ARTICLE 27 MISCELLANEOUS PROVISIONS

Section 6 In the event that an employee's EMT/Paramedic certification expires, the employee will have (90) days to retest or regain certification. **Extensions shall be granted if an employee has an upcoming test/completion date.** If the loss of certification is solely the fault of the Employer, the employee will be paid their average wage until re-certification. However, the Employer may use the employee for EMS related duties until re-certification, not to exceed the average of their work hour schedule. The Employer will pay all fees associated with the error until re-certification. The employee will not lose their bid position during such period.

**APPENDIX A
GRIEVANCE PROCEDURE**

APPEAL FROM DISCIPLINARY ACTION

A. If the ~~employee and/or~~ the Union disagrees with the proposed disciplinary action, the Union may appeal the matter in accordance with Stage 2 of the grievance procedure. If the Union is not satisfied with the response at Stage 2, the Union may elect to submit the matter to arbitration by filing a Demand for Arbitration with the New York State Public Employment Relations Board (PERB) in accordance with its rules and procedures. The Demand for Arbitration must be filed within twenty (20) days from receiving the Stage 2 response or when the Stage 2 response should have been received.

Appendix "C"

Employees shall reach the top rate of pay upon completion of four (4) years of service (beginning of 5th year of service) in accordance with the following chart:

Proposed EMT Pay Scale

Start to Year 1	85%
Year 1 to Year 2	90%
Year 2 to Year 3	95%
Year 3 to Year 4	97%
Year 4 to Year 5	100%

Effective 1/1/22	Effective 1/1/23 – 2%	Effective 1/1/24 – 3%	Effective 1/1/25 – 3%	Effective 1/1/26 – 3%	Effective 1/1/27 – 3%
\$18.70/hr.	\$19.07/hr.	\$19.64/hr	\$20.23/hr	\$20.84/hr	\$21.47/hr
\$19.80/hr.	\$20.19/hr.	\$20.80/hr	\$21.42/hr	\$22.06/hr	\$22.72/hr
\$20.90/hr.	\$21.31/hr.	\$21.95/hr	\$22.61/hr	\$23.29/hr	\$23.99/hr
\$21.34/hr.	\$21.77/hr.	\$22.42/hr	\$23.07/hr	\$23.78/hr	\$24.49/hr
\$22.00/hr.	\$22.44/hr.	\$23.11/hr	\$23.80/hr	\$24.51/hr	\$25.25/hr

Proposed Paramedic-1 Pay Scale

Start to Year 1	85%
Year 1 to Year 2	90%
Year 2 to Year 3	95%
Year 3 to Year 4	97%
Year 4 to Year 5	100%

Effective 1/1/22	Effective 1/1/23 – 2%	Effective 1/1/24 – 3%	Effective 1/1/25 – 3%	Effective 1/1/26 – 3%	Effective 1/1/27 – 3%
\$25.50/hr.	\$26.01/hr.	\$26.79/hr	\$27.59/hr	\$28.42/hr	\$29.27/hr
\$27.00/hr.	\$27.54/hr.	\$28.37/hr	\$29.22/hr	\$30.10/hr	\$31.00/hr
\$28.50/hr.	\$29.07/hr.	\$29.94/hr	\$30.84/hr	\$31.76/hr	\$32.71/hr
\$29.10/hr.	\$29.68/hr.	\$30.57/hr	\$31.49/hr	\$32.43/hr	\$33.40/hr

\$30.00/hr.	\$30.60/hr.	\$31.52/hr	\$32.47/hr	\$33.44/hr	\$34.44/hr
-------------	-------------	------------	------------	------------	------------

Proposed Paramedic-2 Pay Scale

Start to Year 1	85%
Year 1 to Year 2	90%
Year 2 to Year 3	95%
Year 3 to Year 4	97%
Year 4 to Year 5	100%

Effective 1/1/22	Effective 1/1/23 – 2%	Effective 1/1/24 – 3%	Effective 1/1/25 – 3%	Effective 1/1/26 – 3%	Effective 1/1/27 – 3%
\$28.50/hr.	\$29.07/hr.	\$29.94/hr	\$30.84/hr	\$31.77/hr	\$32.72/hr
\$30.00/hr.	\$30.60/hr.	\$31.52/hr	\$32.47/hr	\$33.44/hr	\$34.44/hr
\$31.50/hr.	\$32.13/hr.	\$33.09/hr	\$34.09/hr	\$35.10/hr	\$36.15/hr
\$32.10/hr.	\$32.72/hr.	\$33.67/hr	\$34.68/hr	\$35.76/hr	\$36.83/hr
\$33.00/hr.	\$33.66/hr.	\$34.67/hr	\$35.71/hr	\$36.78/hr	\$37.88/hr

Change from Paramedic-1 to Paramedic 2 – employee will remain in the same "step".

EMT's working OOT will be paid the Paramedic-1 base rate.

Paramedic-1's working OOT as Paramedic 2's will receive the following stipend:

2022	2023	2024	2025	2026	2027
\$3.00/hr	\$3.06/hr	\$3.15/hr	\$3.25/hr	\$3.34/hr	\$3.44/hr

Pay Rates Effective 1/1/2022, including retroactivity to 1/1/22.

- 1/1/23 – 2% pay increase to all steps and titles.
- 1/1/24 – 3% pay increase to all steps and titles.
- 1/1/25 – 3% pay increase to all steps and titles
- 1/1/26 – 3% pay increase to all steps and titles
- 1/1/27 – 3% pay increase to all steps and titles

COLLECTIVE BARGAINING AGREEMENT

By and Between

ALBANY COUNTY

and



**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

**SHERIFF'S OFFICE
EMERGENCY MEDICAL SERVICES UNIT**

January 1, 2022 - December 31, 2027

TABLE OF CONTENTS

ARTICLE 1.....	4
RECOGNITION.....	4
ARTICLE 2.....	4
COLLECTIVE BARGAINING UNIT	4
ARTICLE 3.....	4
DUES DEDUCTIONS.....	4
ARTICLE 4.....	5
MANAGEMENT RIGHTS	5
ARTICLE 5.....	5
RIGHTS OF EMPLOYEES	5
ARTICLE 6.....	5
RIGHTS OF EMPLOYEES	5
ARTICLE 7.....	6
SAVINGS CLAUSE	6
ARTICLE 8.....	6
LEGISLATIVE ACTION	6
ARTICLE 9.....	6
COMPENSATION.....	6
ARTICLE 10.....	8
WORKDAY/WORKWEEK	8
ARTICLE 11.....	9
SHIFT FILLING POLICY (VACANT SHIFTS)	9
ARTICLE 12.....	11
MEALS AND REST BREAKS	11
ARTICLE 13.....	11
ABSENCE WITH PAY.....	11
ARTICLE 14.....	16
PAID TIME OFF (Part-time Employees)	16
ARTICLE 15.....	17
UNPAID LEAVE OF ABSENCE.....	17
ARTICLE 16.....	18
HEALTH INSURANCE BENEFITS.....	18
ARTICLE 17.....	21
RETIREMENT.....	21
ARTICLE 18.....	21
HOLIDAYS	21
ARTICLE 19.....	22
SENIORITY.....	22
ARTICLE 20.....	23
UNIFORMS/WORK CLOTHING ALLOWANCE	23
ARTICLE 21.....	23
PAY CHECKS.....	23
ARTICLE 22.....	24
TRAINING/EDUCATION EXPENSES	24

ARTICLE 23.....	24
JOB POSTING	24
ARTICLE 24.....	24
LABOR MANAGEMENT/SAFETY COMMITTEE	24
ARTICLE 25.....	25
PROBATIONARY PERIOD.....	25
ARTICLE 26.....	25
LAYOFF AND RECALL	25
ARTICLE 27.....	25
MISCELLANEOUS PROVISIONS	25
ARTICLE 28.....	26
EVALUATIONS.....	26
ARTICLE 29.....	27
PERSONNEL RECORDS	27
ARTICLE 30.....	27
MEDICAL CONTROL PRIVILEGES.....	27
ARTICLE 31.....	28
SEPARABILITY	28
ARTICLE 32.....	28
RE-NEGOTIATION	28
ARTICLE 33.....	29
DURATION	29
APPENDIX A.....	30
GRIEVANCE PROCEDURE	30
APPENDIX B	33
DEFENSE AND INDEMNIFICATION OF EMPLOYEES	33
APPENDIX C	37
SALARY TABLES.....	37

THIS AGREEMENT, entered into this ____ day of _____, 202__, by and between the County of Albany, hereinafter referred to as "Employer or County", and United Public Service Employees Union, hereinafter referred to as "Union or UPSEU", is intended to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote harmonious and cooperative relationships in carrying forward the functions and mission of the County of Albany.

ARTICLE 1 RECOGNITION

- Section 1 The Employer recognizes the Union as the sole and exclusive representative for all employees defined in the bargaining unit for the purpose of negotiating collectively in the determination of the terms and conditions of their employment, and the administration of grievances arising thereunder.
- Section 2 The Union affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike, nor impose an obligation on the employees to conduct, assist or participate in such a strike.

ARTICLE 2 COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall be comprised of the following:

INCLUDED: All Albany County Sheriff's Office Emergency Medical Service EMTs, Paramedics, and EMS Supervisors (In house title).

EXCLUDED: EMS Captain, EMS Lieutenant and all other Albany County employees

ARTICLE 3 DUES DEDUCTIONS

- Section 1 The Employer shall deduct from the wages of the employees and remit regular membership dues for all employees within the bargaining unit who have signed the appropriate payroll deduction authorization permitting such deduction. The Employer agrees to authorize deductions and remittance of such monies exclusively for the Union as the recognized bargaining agent for the employees in this unit.
- Section 2 The Employer agrees to deduct from the wages of all employees within the bargaining unit and who are not members of the Union, an agency shop fee in the amount of the dues levied by the Union. Such sums shall be remitted to the Union.
- Section 3 Deductions for membership dues, agency shop fees and if applicable, other authorized deductions shall be made uniformly and consistently on each pay day of the month. Said funds shall be transmitted monthly to the United Public Service Employees Union, 3555 Veterans Highway, Suite H, Ronkonkoma, New York, 11779.
- Section 4 The Employer shall not be liable by reason of the requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- Section 5 The Union hereby agrees to indemnify the Employer and hold harmless the Employer regarding any claims and suits pertaining to agency shop fee deductions.

**ARTICLE 4
MANAGEMENT RIGHTS**

- Section 1 The Union recognizes the Employer responsibility and sole prerogative to manage its business and except as expressly limited by this Agreement to direct, hire, assign, transfer, promote, lay off and, for just cause, discipline or discharge its employees.
- Section 2 The employees covered by this Agreement shall conform to all department rules, when made known to employees and the Union, which do not conflict with the provisions of this Agreement.
- Section 3 The Employer maintains the right to determine the size of the work force, allocate and assign work.
- Section 4 The Employer retains the right to institute new or improved operating methods or facilities. Any reduction of the work force brought about by the institution of such operating methods or facilities will be made through attrition if possible.
- Section 5 The Employer reserves the right to select, and assign new employee in conformance with applicable Civil Service Rules and Regulations.
- Section 6 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it.
- Section 7 However, nothing contained in this Article shall be construed as a waiver of the Union's right to bargain pursuant to the Taylor Law.

**ARTICLE 5
RIGHTS OF EMPLOYEES**

- Section 1 Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal, or penalty from the Union or the Employer.
- Section 2 Employees may join and take an active role in the activities of the Union without fear of any kind of reprisals from the Employer.
- Section 3 Employees shall have the right to be free of restraint, discrimination, reprisal or coercion while engaged in union activities as provided through New York State Civil Service Law.
- Section 4 The job descriptions for all classified/recognized titles will be attached hereto as Appendix "D".

**ARTICLE 6
RIGHTS OF UNION**

- Section 1 The UPSEU shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees' Fair Employment Act ("The Taylor Law") under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to

appear before any appropriate official of the Employer to effect such representation, to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and pursue all such objectives free from any interference, restraint, coercion, or discrimination by the Employer or any of its agents.

Section 2 The UPSEU shall have the sole and exclusive right to have access to employees during working hours to process grievances, disciplines, and discuss labor management issues, provided that such access does not interrupt the performance of normal duties and responsibilities of employees and such access is pre-approved by a supervisor. Every effort will be made to hold such work interruptions to a minimum.

Section 3 The UPSEU shall have the sole and exclusive right to distribute materials dealing with proper and legitimate business of the Union through staff mail boxes (or an approved alternate method) and to communicate with bargaining unit employees via the County's email directory.

ARTICLE 7 SAVINGS CLAUSE

If any Article or part thereof of this Agreement or any addition thereto should be declared in violation of any Federal, State, or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

ARTICLE 8 LEGISLATIVE ACTION

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

ARTICLE 9 COMPENSATION

Section 1 There shall be the following general salary increases: (Attached as Appendix "C" is a salary chart).

Effective 1/1/2022 wage schedule as attached. (Appendix "C"), including retroactivity to 1/1/22.

1/1/23 - 2% pay increase to all steps and titles.

1/1/24 - 3% pay increase to all steps and titles.

1/1/25 - 3% pay increase to all steps and titles

1/1/26 - 3% pay increase to all steps and titles

1/1/27 - 3% pay increase to all steps and titles

****Ratification Bonus - Upon approval off the new Collective Bargaining Agreement between the County and Union, County will pay each member an additional Two Thousand Dollars (\$2,000.00) bonus.**

Part-time employees will receive a ratification bonus pro-rated against the full-time Two Thousand Dollars (\$2,000.00) bonus.

Less than 216 hours - no bonus

More than 216, but less than 935 hours, One Thousand Dollars (\$1,000.00)

More than 935 hours, Two Thousand Dollars (\$2,000.00)

**Retroactive payments shall be paid to all former bargaining unit members (those who have taken promotions of titles outside of the recognized in Article 2 of this agreement) who are still employed by the County Sheriff's Department at the time of the approval of this Agreement.

**Wage Reopener - The parties (Sheriff's Department representatives, Human Resources/County Executive's Office and the Union) agree to meet no later than September 2025 to discuss the possibility of a wage adjustment if needed. The parties will examine, *inter alia*, hiring, wage rates within the area, retention and mandatory overtime. If the parties fail to reach an agreement, the aforementioned three percent (3%) general salary increase shall control.

- Section 2 Overtime
All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 ½) times the employees hourly pay. Employees required to work mandatory overtime will be paid at the rate of twice (2x) the employees hourly pay.
- Section 3 Part-time EMS Supervisors will receive an out of title stipend set forth under Appendix "C" ("Paramedic -1's working OOT as Paramedic -2 on their current rate of pay.
- Section 4 All paid leave shall be considered as time worked for the purposes of calculating overtime.
- Section 5 Longevity increments are to be paid during the last payroll period of the Employee's anniversary month.

LONGEVITY SCHEDULE			
Years of Completed Service	Longevity Pay Full-Time	Longevity Pay Part-Time 468 hrs - 50%	Longevity Pay Part-Time 216 - 468 hrs - 25%
3 - 4 years	\$150	\$75	\$37.50
5 - 6 years	\$350	\$175	\$87.50
7 - 9 years	\$600	\$300	\$150
10 - 14 years	\$900	\$450	\$225
15 - 19 years	\$1,250	\$625	\$312.50
20 years +	\$5,000	\$2,500	\$1,250

- Section 6 The Employer agrees to pay an additional three dollars per hour (\$3.00) shift differential for employees working a between Friday at 6:00 pm to Monday at 6:00 am.
- Section 7 Field Training Officers ("FTO")- The parties agree to establish a FTO program for bargaining unit members. The Employer shall designate the number of FTO's.

A committee consisting of _____ management and _____ will discuss and interview applicants.

The primary responsibility of the FTO shall be training and development of new employees, safe and efficient work practices, daily routines, and other similar activities.

The Employer agrees to pay an additional two dollars and fifty cents (\$2.50) to any employee working in an FTO capacity

ARTICLE 10 WORKDAY/WORKWEEK

- Section 1 The scheduled workday shall consist of twelve (12) and twenty-four (24) hour tours of duty. An employee shall respond to any call during their meal period, if required. Tour change hours can be adjusted with mutual agreement of the parties.
- Section 2 Employees have the right to mutually switch/swap a tour of duty provided that the employee that they switch/swap with is qualified. Employees must give notice to the Supervisor for approval of the switch/swap, however, the approval will not be unreasonably denied. Employees who switch tours cannot create overtime without preapproval.
- Employees that electronically swap via EMS Manager will not need Supervisor approval provided that they swap with a qualified employee and that the swap does not cause overtime.
- Section 3 A) Full-time employees EMT's/Paramedics will work a minimum of thirty-six (36) hours per. Paramedic -2 positions shall be forty (40) hours per week. The work schedule for full-time employees will be posted and bid annually by seniority.
- B) Part-time employees will bid the remaining open shifts by seniority on a monthly basis.
- Section 4 Under no circumstances shall the work schedule be used for disciplinary purposes, and any and all differences with regard to the existing work schedule may be subject to the grievance procedure of this collective bargaining agreement.
- Section 5 Part-time employees must submit their availability to the scheduling Supervisor once every thirty (30) days. Availabilities must be submitted, in writing, by 23:59 on the 14th of the month preceding the next schedule. Scheduled shifts will only be offered to bargaining unit personnel. Unless not sufficient bargaining unit members are available to meet the minimum staffing levels as determined by the Sheriff or his designee.
- Section 6 Employees are expected to submit forty-eight (48) hours of availability each month and are expected to actually work a total of two hundred two hundred sixteen (216) hours per year. Employees may submit in writing a request to waive submission of availability for up to three (3) months total for the year. No more than three (3) employees are eligible at one time. It will be based on seniority and illness or injuries do not count in the eligibility. Employees that do not meet the two hundred sixteen (216) work hours in any consecutive twelve (12) months may be subject to termination by the employer, unless the Employer is unable to provide the requisite minimum number of hours. Availability must be submitted in twelve (12) hour blocks that are aligned with the current start times.

- Section 8 Scheduling of shifts shall be awarded based on seniority in title.
- Section 9 A bargaining unit member may note station preferences on availability but this will not be guaranteed.
- Section 10 The Employer shall publish the schedule via email no later than the first Wednesday after the 15th of the month.
- Section 11 Once the schedule is published via email employees are responsible for the shifts they have been scheduled.

**ARTICLE 11
SHIFT FILLING POLICY (VACANT SHIFTS)**

- Section 1 The following policy shall be used by the Shift Supervisors to fill vacancies that occur after the schedule has been posted.
- Section 2 If a vacancy occurs, a Shift Supervisor will send out an email and/or text and wait the corresponding amount of time for responses. If the required response is not received then phone calls will be made according to the phone list.
 - A) Open shift with more than (24) hours' notice (email and/or text for six (6) hours, then phone list.
 - B) Open Shift with 12 - 24 hours' notice (email and/or text for four (4) hours, then phone list)
 - C) Open Shift with 6 - 12 hours' notice (email and/or text for one (1) hour then phone list)
 - D) Open Shift with less than six (6) hours' notice (email and/or text with deadline time, then phone list) AWARDED AT THE DISCRETION OF THE SHIFT SUPERVISOR.
- Section 3 Upon conclusion of Section 2 above, vacant shifts will be assigned in the following order:
 - A) Part-time NO O/T
 - B) Full-time O/T (rotating wheel)
 - C) Part-time O/T (rotating wheel)
 - D) EMT with Paramedic certification (Paid at out-of-grade pay at the Paramedic rate)
 - E) EMS Captain/Lieutenant
 - F) Full-time Mandatory

Mandatory overtime shall be assigned according to the following procedure:

The employer shall maintain a list to assign mandatory overtime work for each job class. The first employee to be mandated shall be the employee (within job class) with the least amount of previously-assigned mandatory overtime hours during the calendar year (since January 1), continuing in order to the employee with the most previously-assigned mandatory hours. Service seniority with the employer shall only be used to break a tie between

two employees with the same number of previous mandatory overtime hours. The list will be maintained in real time and will be available for viewing upon request.

When assigning mandatory overtime, the following rules shall apply:

- No employee may be assigned more than twenty-four (24) hours of Mandatory OT in a work week unless that employee is the only person able to be scheduled based on all other factors.
- Any employee who has been scheduled to work seventy-two (72) or more hours per week shall be placed on the bottom of the mandatory overtime list. If more than one employee is placed on the bottom of the list due to the foregoing, the employee with the greatest number of hours and then service seniority shall be at the bottom of the list.
- Employees who have been approved for vacation time or "unavailable" shall be passed over when assigning mandatory overtime.
- No employee shall be mandated to work greater than 24 consecutive hours or, if having already worked 24 consecutive hours, to work a shift with less than 8 hours off duty from ACSO EMS, unless a state of emergency has been declared by chief executive officer of the county or any municipality that is within the primary service area of the ACSO EMS unit.
- Employees who call in sick for their mandatory overtime shift will not be given mandatory overtime credit. However, employees who find their own coverage, and otherwise give away their shift in accordance with Article 11 of this contract, shall receive credit for the mandatory overtime.
- An employee who is out on a leave of absence (medical or otherwise) will be credited a pro-rated amount of mandatory overtime hours based on the average amount of mandatory overtime assigned per employee within job title while the employee was on leave.
- New hires will be placed on the list 12 hours below the lowest amount of mandatory overtime assigned per employee in the same class during the calendar year (since January 1).

Section 4 It is the responsibility of all EMS staff to ensure administration has the correct personal contact information (i.e., email, mobile phone, other phone, address, etc.) All EMS staff have to ensure that contact information is updated.

Section 5 Every effort will be made by the Shift Supervisor to follow these guidelines to fill a vacant shift. Nothing in this policy shall prevent the Shift Supervisor from filling a vacant shift in an emergency.

Section 6 The following are acceptable excuses for refusing Mandatory Overtime:
A) Child care (if called less than twelve [12] hours before the shift)
B) Prior planned vacation (out on authorized leave)
C) Prior planned trip on regular days off the Lieutenant/Captain or his/her designee, has been advised in writing/electronically, and acknowledges it prior to the publication of the schedule. After the schedule has been published, employees may submit a request seventy-two (72) hours prior to

the assignment of mandatory O/T. The Employer reserves the right to limit the planned trip excuse.

D) For part-timer if already scheduled to work at another job.

The Overtime Call-In List is in order of seniority. The Mandatory Overtime Call-In List is in order of inverse seniority, applied on a rotating basis, as determined by previous mandatory hours worked. If the Duty Supervisor needs staffing in an emergent situation, personnel from a previous shift may be mandatorily held over to the next shift. Personnel are not to leave at the end of a shift unless relieved by a qualified crew or authorized to leave by the Duty Supervisor. If personnel have any questions pertaining to whether it is appropriate to leave, they should contact the Duty Supervisor.

**ARTICLE 12
MEALS AND REST BREAKS**

- Section 1 Employees will be allowed rest breaks that will flex into their time in quarters to ensure rested and alert emergency response crews provided all shift responsibilities have been met.
- Section 2 Employees will be allowed to leave quarters for meal breaks or to shop for food provided the unit is in service during the detail.

**ARTICLE 13
ABSENCE WITH PAY**

- Section 1 Eligibility
The Employer shall provide paid time off to full-time employees. Any reference made in this Article to employee shall mean full time employee, except as otherwise noted.
- Section 2 Personal Leave
 - A) Personal leave is leave with pay for personal business including religious observance without charge against any other accumulated leave credits. All employees shall be credited with forty (40) personal leave of absence hours during each calendar year on January 1. Personal leave may be taken in four (4) hour increments. An employee in County Service, effective January 1, shall be credited with forty (40) hours personal leave, and thereafter, except as herein otherwise provided, shall be credited with forty (40) hours personal leave each year on January 1.
 - B) Those employees who are hired after January 1, of each year shall receive personal leave on a prorated basis as follows:

January 1 st to March 15 th	40 hours
March 16 th to May 31 st	32 hours
June 1 st to August 15 th	24 hours
August 16 th to October 31 st	16 hours
November 1 st to November 30 th	8 hours
December 1 st to December 31 st	0 hours

- C) All requests by employees for personal leave must be made at least forty eight (48) hours in advance of the time requested, except that in cases of emergency, this requirement may be waived. An employee who requests emergency personal leave may be required to state the nature of the emergency.
- D) An employee who announces his/her intention to resign shall not be allowed to use personal leave credits during the two (2) week period immediately preceding the effective date of resignation or the last day of work, whichever comes first. However, upon request and at the discretion of the Sheriff or their designee, the requirement of this paragraph may be waived.
- E) The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave, except when requests are made less than forty-eight (48) hours in advance.
- F) Any unused personal leave remaining to an employee's credit at the close of business on December 31st of each year shall be forfeited without compensation.

Section 3 Sick Leave

- A) Allowances and Eligibility: All employees shall be entitled to earn sick leave after one (1) month's continuous service. Employees shall earn sick leave credit at the rate of two (2) hours per week for a total of one hundred four (104) hours for each year of continuous service. Provided, however, that an employee shall not earn sick leave credit for any weekly pay period unless he/she is in full pay status for at least two (2) days during each weekly pay period. Full pay status shall be defined as any authorized leave with full pay including, but not limited to, sick, vacation and personal leave. Sick leave credits may be accumulated to a total of thirteen hundred twenty (1320) hours. An employee who is sick shall notify the immediate supervisor in charge of the unit or shift to which he/she is assigned at least one (1) hour before the start of his/her assigned work period.
- B) Family Sickness: In addition to personal sickness, leave for sickness in an employee's immediate family, may be requested. An employee who needs leave for family sickness shall notify his/her immediate supervisor in charge of the unit or shift to which he/she is assigned at least one (1) hour before the start of his/her assigned work period. If sick leave is taken immediately following or immediately prior to a weekend, holiday or vacation, the employer may request a physician note, if the employer has reasonable belief to question the validity of the sick leave request.
- C) Use of Sick Leave: Sick leave may be used for any non-job related illness or injury, including pregnancy and childbirth, which renders employees unable to perform the duties of their employment, or who is quarantined by health authorities.
- D) Physician's Certificates: An employee will not be required to produce a physician's certification of illness or fitness to return to work except that the Employer may require such certificate if the absence is for three (3) or more calendar days. However, should an employee use paid sick leave days composed of one (1) or two (2) calendar day segments which do not require

confirmation by physicians certificate more than five (5) times in a calendar year, then such employee may be required to produce for any future payment of sick leave for the remainder of the calendar year, a physicians certificate attesting to such inability to work, regardless of the length of the illness.

- E) **Physical Examination:** In the event the Employer has good reason to believe that an employee is no longer physically able to continue in his/her regular duties, the Employer may require a full physical examination by a physician selected by the Employer and at the Employer's expense. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of the employee to continue in his/her job duties, then a third physician, selected by the Employer shall make the final determination. The full cost of the services of the third physician shall be borne by the Employer.
- F) **Extended Sick Leave:** The Employer, in its discretion, may advance sick leave credits to an employee absent for personal illness who has exhausted sick leave, vacation and personal leave credits. The outstanding un-repaid sick leave advanced to an employee shall not exceed a total of one hundred four (104) hours. Any such advance shall be deducted from moneys due to an employee upon his/her separation from service.
- G) **Sick Leave at Half-Pay:** Sick leave at half ($\frac{1}{2}$) pay shall be recommended by the Department Head, with final approval or disapproval by the Commissioner of Human Resources or designee. An employee who is granted sick leave at half pay ($\frac{1}{2}$) shall not be eligible to accrue any other additional leave credits of any kind, and shall pay one half ($\frac{1}{2}$) of the health insurance premium. The Employer may grant sick leave at half ($\frac{1}{2}$) pay for personal illness to a regular employee having not less than one (1) year continuous service after all sick leave, vacation and personal leave have been exhausted provided that the cumulative total of sick leave at half ($\frac{1}{2}$) pay shall not exceed one hundred sixty (160) work hours for each year of continuous county service plus six (6) weeks additional sick leave at half ($\frac{1}{2}$) pay.
- H) **Leave for Quarantine:** If an employee is not ill him/herself, is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she be granted leave with pay for the period of required absence without charge against any leave credits. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his/her return to duty will not jeopardize the health of any other person.
- I) **Fringe Benefits:** Employees on paid sick leave shall receive full pension and insurance contributions and coverage.
- J) **Extended Sick Leave Without Pay:** In those cases where the entitlement to all sick leave has been exhausted, the Employer will consider application for extended sick leave without pay where the employee has at least three (3) years of continuous service and there is substantial evidence that the employee will be able to return to work. Such extension shall be for not more than one (1) year and shall be granted under such conditions as the Employer deems appropriate. However, no employee shall earn or accumulate any benefits while on such leave.
- K) **Maternity Leave:** Accumulated sick leave shall be paid to a pregnant

employee for the period of time such employee is absent from work as the result of disability, provided that the employee submit a statement from her attending physician attesting to such disability as the result of pregnancy and/or childbirth and upon her return, her ability to resume her previous duties. Such employee must return to work within one (1) year from the date on which required to cease employment. This period may be extended six (6) months by mutual agreement. Said employee upon learning of her pregnancy shall immediately notify the Employer of same and, if possible, the probable date that leave will commence.

- L) All determinations regarding leave without pay shall be subject to final approval by the Commissioner of Human Resources.
- M) The County and the Union agree to meet in Labor/Management Committee starting in 2016 to establish a Sick Leave Donation Program.
- N) SICK LEAVE INCENTIVE

Any full-time Employee who does not call out sick for six months for the period of January 01 through June 30 and/or July 01 through December 31 shall receive seven hundred fifty dollars (\$750) per half year. The maximum amount for each year shall be fifteen hundred dollars (\$1500).

For part-time employees, the benefit shall be as follows:

Less than 108 hours per half year - No incentive

More than 108 hours, but less than 468 hours per half year - \$375.00

More than 468 hours per half year - \$750.00

Section 4 Vacation Leave

- A) All full time employees covered by this Agreement shall earn their vacation hours as follows:

<u>Completed Years of Service</u>	<u>Hours Annually Credited</u>
1	80 hours
2	120 hours
7	136 hours
10	160 hours
20	200 hours

- B) No vacation shall be earned or credited prior to the completion of six (6) months of continuous County service. Forty (40) vacation hours shall be earned and credited upon the completion of six (6) months of County service.
- C) Unused vacation leave may be carried over from one calendar year to the next. Such carried over vacation leave shall not exceed five hundred twenty (520) hours credit. Any unused vacation leave in excess of the five hundred twenty (520) hour limit remaining in an employee's account on December 31, shall be forfeited without compensation.

- Section 5 Bereavement Leave of Absence
- A) Each employee shall have three (3) calendar days off with pay upon notice, due to the death of a member's immediate family commencing with the day after the date of death. In addition, personal leave up to a maximum of two (2) consecutive days may be used with documentation upon request. For the purpose of this section, immediate family shall be deemed to include the following only: Spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, step parents and step children. In case of brother-in-law, sister-in-law, or any other relative living in the member's household, bereavement leave shall be one (1) day.
- B) An employee may charge accumulated sick leave time in order to extend a bereavement leave of absence. An employee shall not be entitled to additional days off pursuant to this section, and the consecutive calendar days off shall include and not be in addition to, an employee's regularly scheduled day off or a holiday.
- C) Part time employees shall have three (3) calendar days off with pay as referenced in subsection (a) above, only if such days are scheduled work days.
- Section 6 Jury Duty Service
- Should any employee be required to serve on jury or be involved in any jury service, such employee shall be granted a leave of absence for such necessary duty or service, and such leave shall be at full pay, less monies received. Employee shall submit documentation showing jury duty was performed. For part time employees, such days will be paid only if such days are scheduled work days.
- Section 7 Civil Service Examination
- Employees shall be permitted the necessary time off, without any loss of time or pay, during their regular work hours so that they may participate in any open competitive or promotional civil service examination held by the Civil Service Commission (Department of Civil Service) of the County of Albany, relative to the Sheriff's Department. Such time off shall be granted, provided the request for such time off is submitted at least two (2) weeks before the examination is scheduled to be held.
- Section 8 Military Service Leave and Drills
- An employee who is required by any branch of the Armed Forces of the United States of which he/she is a reserve member, the National Guard, or the State Militia, to render military service, including daily drills, shall be granted military leave of absence, pursuant to Sections 242 and 243 of the Military Laws of the State of New York.
- Section 9 Work Related Court Appearances
- Employees who are required to appear in court or before a body having the right to require appearance shall be paid at his/her regular rate of pay for such time spent. Provided that the appearance is work related.
- Section 10 Travel Allowance
- All employees who are required to travel to other than County areas in the performance of their official duties shall be reimbursed for all hotel lodging, meals and other incidental expenses incurred that are related to such trip, at rates provided by Albany County Rules and Regulations.
- Employees who are required by the Department to use their own personal automobile on any official business will be reimbursed for such use at the rate provided by Albany County Rules and Regulations. Request for mileage

reimbursement must be submitted within thirty (30) calendar days of the month for which it is being required.

- Section 11 Long Term Disability
The employer agrees to facilitate deductions for a long-term disability plan. The plan will be administered by a third party insurance company. The Union will provide the Employer with the plan details. If the union decides to Participate in the plan, all full-time employees must enroll.

**ARTICLE 14
PAID TIME OFF (Part-time Employees)**

- Section 1 Accrual Effective January 1, 2010 - Definition and Calculation of Paid Time Off (PTO)

Paid Time Off (PTO) is a benefit which combines vacation time, sick time and personal time off into one bank which allows part time employees the flexibility to manage their time off according to their personal needs. Eligible employees shall earn the following PTO:

Tier	Hours Worked	Accumulation
1	260	12 hours
2	520	24 hours
3	780	48 hours
4	1040	60 hours

Eligibility: Employees must work a minimum of two hundred sixty (260) hours per calendar year to earn PTO based on the previous year's total hours of work.

- Section 2 PTO Guidelines
- A) PTO must be approved by your Supervisor.
 - B) PTO may be used in increments of one (1) hour or more with Supervisor approval.
 - C) All PTO shall be exhausted before any unpaid leave can be granted, unless approved by your Department Head.
 - D) Employees will not earn PTO while on unpaid leave.
 - E) Employees can opt for a payout of unused PTO leave each year in the month of December.
 - F) Scheduling is a mutual responsibility of the employee and the Supervisor scheduled and approved, it shall not be changed except by mutual consent.
 - G) PTO shall be considered as hours worked for the purposes of calculating the previous year's total hours of work.
 - H) PTO must be used or paid out by December 31 of each year. No carryover of PTO will be allowed.

- I) If sick leave is taken immediately following or immediately prior to a weekend holiday or vacation, the employer may request a physician not, if the employer has reasonable belief to question the validity of the request for sick leave.

**ARTICLE 15
UNPAID LEAVE OF ABSENCE**

Section 1 Leave Without Pay

- A) Any reference made in this Article, to employee shall mean full time employee.
- B) Leave of absence without pay and not to exceed one (1) year may be granted at the discretion of the Sheriff.
- C) Any request for a leave of absence without pay shall be submitted in writing to the Sheriff or their designee. The request shall state the reason the leave of absence is being requested and the appropriate length of time off the employee desires. All unpaid leaves are subject to the discretion of the Sheriff.
- D) A reply from the Sheriff concerning the leave of absence without pay shall be furnished to the employee by the Sheriff within a reasonable amount of time.
- E) At the end of the leave an employee shall be returned to the job title he/she held at the time the leave of absence was granted.
- F) All determinations regarding unpaid leave of absence shall be subject to final approval by the Commissioner of Human Resources or designee.

Section 2 Family and Medical Leave Act Leave (FMLA Leave)

- A) Family and Medical Leave Act Leave (FMLA leave): The Family and Medical Leave Act of 1993 (FMLA) requires employers, including Albany County, to provide up to twelve (12) weeks of unpaid, job-protected leave of "eligible" employees for the following reasons:
 - To care for the employee's child after birth or placement for adoption or foster care; or
 - to provide care to a spouse, dependent child, or parent of an employee who has a serious health condition; or
 - for an employee's own serious health condition that renders the employee unable to perform the essential functions of his/her position.
- B) An employee's entitlement to leave for the birth, adoption, or foster care placement of a child expires at the end of the twelve month period beginning on the date of birth or placement. While on a qualifying leave, the Act protects employees in the areas of health insurance, reinstatement, and protection of benefit leaves and seniority. Employees have responsibilities in providing timely notice and certification of medical illness to the County. Employees must also have been employed by the County for at least one (1) year and must have worked at least twelve hundred fifty (1250) hours during the twelve month period immediately preceding the commencement of FMLA leave. More information concerning eligibility, application procedures, limitations, and requirements may be found in the Department of Human Resources.

- C) Paid and unpaid leaves shall run concurrent with FMLA leave. Employees must apply for and exhaust all available and appropriate paid leave credits to cover an FMLA qualifying absence before beginning any unpaid portion of their FMLA leave entitlement. Employees must apply and exhaust accrued sick, vacation leave credits to offset unpaid leave for FMLA leave, either in part or in total is an option of the employee; however, such designation of vacation leave must be made at the time the employee applies for (or designation of) FMLA status.

Section 3 Parenting Leave

- A) After an employee has completed the twelve week FMLA leave, eligible employees shall be entitled to an additional three (3) month unpaid parenting leave of absence for the purpose of caring for a newborn child or caring for a child newly placed through adoption. To be eligible for parenting leave an employee must first complete one (1) year of full time service or two (2) years of part time service or an equivalent combination of full and part time service. Unlike FMLA leave, health insurance coverage is continued only if the employee agrees to pay the full premium cost of coverage while on unpaid leave. The employee is required to use accrued leave credits to reduce the amount of time of leave without pay for the approved parenting leave. For this purpose, the employee will first use sick leave, then personal leave, then vacation leave credits. The employee is not required to exhaust all of their earned leave credits for parenting leave after FMLA leave. More information concerning eligibility, application procedures, limitations, and requirements maybe found in the Albany County Department of Human Resources.
- B) In the event that both parents are Albany County employees, only one (1) parent may qualify for parenting leave at any given time. The other employee may apply for parenting leave upon the return to work of the first employee on parenting leave.

**ARTICLE 16
HEALTH INSURANCE BENEFITS**

Section 1 Eligibility

- A) Benefit Eligibility: The Employer shall provide hospitalization and major medical insurance for full time employees and the employee's eligible dependents(s). Any reference made in this Article to employee shall mean full time employee.
- B) A new employee shall be eligible for hospitalization and major medical insurance on the first of the month after completing one (1) month of continuous service. (For example, if an employee goes on the payroll on July 2nd, such employee's coverage will begin on September 1st. If an employee goes on the payroll on July 1st, such employee's coverage will begin on August 1st).

Section 2 Insurance Plans

- A) The Employer will offer a self-funded health insurance plan for each full time employee and the employee's eligible dependent(s). The plan is a Preferred Provider Organization (PPO) with both in-network and out-of-network benefits available.

- B) The office visit co-pay (PPO Option) shall be fifteen dollars (\$15.00) per visit.
- C) The prescription Drug Plan shall provide for a fully managed plan through a select network with a mandatory generic substitution. Albany County Formulary Prescription Drug Plan shall be in effect as follows:

PRESCRIPTION DRUG PLAN - 2017

<u>RETAIL</u>	<u>CO-PAY</u>
Generic	\$0
Preferred Formulary Brand	\$15
Non-Formulary Brand	\$45
MAIL	DOMESTIC 90 DAY
Generic	\$0
Preferred Formulary Brand	2X Retail \$30
Non-Formulary	2X Retail \$90
NON-DOMESTIC 90 DAY	NON-DOMESTIC 90 DAY
Preferred Formulary Brand	\$0
Non-Formulary	\$0

Prescription Drug Plan – 1/1/2018 through 12/31/2019

<u>Retail</u>	<u>Co-Pay</u>
Generic	\$3
Preferred Formulary Brand	\$15
Non-Formulary Brand	\$45
MAIL	
Generic	\$3
Preferred Formulary Brand	\$30
Non-Formulary	\$90
NON-Domestic 90 Days	
Preferred Formulary	\$0
Non-Preferred	\$0

Prescription Drug Plan 1/1/2020

Generic	\$5
Preferred Formulary	\$15
Non-Formulary	\$45
MAIL	
Generic	\$5
Preferred Formulary	\$30
Non-Formulary Brand	\$90
Non-Domestic 90 Days	
Preferred Formulary	\$0
Non-Formulary	\$0

- D) The Union agrees to participate in a joint labor/management committee to be established by the County with the other existing Labor Unions to review County Health Insurance issues.
- E) The Employer may change carriers/administrators and/or provide alternative plans or funding arrangements provided such alternative plans are comparable to the plan currently provided.

Section 3 Premium Payments
Effective January 1, 2012, the employer will pay ninety percent (90%) of the plan premium for individual and/or dependent coverage. For those bargaining unit employees hired after 12/31/2017, the employee shall contribute fifteen percent (15%) of the plan premium equivalency rate and employer shall contribute eighty five percent (85%).

Section 4 Coordination of Benefits
For those employees whose spouses are also County employees, only one spouse is entitled to family coverage. The other spouse is entitled to individual coverage provided such spouse chooses a different plan than the first spouse. Employees covered under this provision shall be entitled to the buy-out provision of this Article, provided that criteria set forth therein is met. The County shall have the right to verify marital status.

Any current collective bargaining member that is not receiving the "Coordination of Benefits" shall not be entitled to this benefit from January 1, 2017 and beyond. Any person joining the collective bargaining unit after January 1, 2017 shall not be entitled to this benefit. For those collective bargaining members that are currently receiving this benefit, said members shall be "grandfathered" for the years of 2017, 2018, 2019 and 2020 and shall continue to be eligible for the benefit in said years providing that all other criteria is met. The benefit for "grandfathered" members shall cease December 1, 2021. In the event the County of Albany elects to no longer be self-insured, the coordination of benefits shall be available for all collective bargaining members that meet all other criteria.

Section 5 Health Insurance Buy-Out Option
Effective the signing of this Agreement, a full time employee who is eligible for family coverage under the County's health insurance program, but elects to forego all medical coverage, will receive two thousand dollars (\$2,000) annually in lieu of medical coverage. An employee who is eligible for family coverage but elects to take individual coverage will receive one thousand dollars (\$1,000) annually in lieu of family coverage. An employee who is eligible but does not elect individual coverage under the County's health insurance plan will receive one thousand dollars (\$1,000) annually in lieu of receiving individual coverage.

No employee shall be eligible to receive any payment authorized by the forgoing paragraph unless the employee shall have presented proof to the County that such employee and such employee's eligible dependents are covered by a plan of medical and health insurance benefits for the entire year that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the County.

The employee will receive such payment on the last pay period in December or the third pay period of July for the preceding six (6) months provided the presentation of the required proof of coverage has been received. It is the obligation of the employee to notify the County of a termination of alternative medical and health insurance coverage. The Health Insurance Buy-out option will be prorated upon separation from service with the County.

Section 6 Dental Insurance
The County of Albany shall provide comprehensive dental insurance coverage to its full time employees through a single insurance carrier. Enrollment in the dental insurance benefit is administered by the Department of Human Resources. Employees must apply for dental insurance benefits in order to receive coverage. The County reserves the right to alter the current design of its dental plan and to change dental insurance carriers.

The County agrees to implement its new dental, vision and hearing aide plan (attached hereto as Appendix __) no later than _____, 2023.

**ARTICLE 17
RETIREMENT**

Section 1 All employees shall be entitled to enroll in the New York State Retirement Plan for which he/she may be eligible under Article 14 and Article 15 of the Retirement and Social Security Law. Each employee is requested to notify the Employer as soon as possible of the intention of the employee to retire.

Section 2 All employees shall be entitled to the provisions of Article 41-J of the New York State Retirement Plan. Cost of Plan shall be borne by the Employer except as required by law.

**ARTICLE 18
HOLIDAYS**

The following eleven (11) days shall be recognized and observed on the actual holiday from 6:00 am to 6:00 am:

*New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
Presidents Day	Veterans Day
*Memorial Day	*Thanksgiving Day
Juneteenth	Christmas Eve (6pm-6am)
*Independence Day	*Christmas Day(6am-6pm)
*Labor Day	New Year's Eve (6pm-6am)
	New Year's Day (6am—6pm)
	** Floating Holiday

All employees who are working the above designated holidays will receive pay as follows:

Full time employees - Time and one half (1 ½) for hours worked and Twelve (12) hours of pay.

Part time employees - Time and one half (1 ½) for hours worked.

The following holidays shall be paid at double time (2x):

Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Thanksgiving.

An Employee must have worked his/her last scheduled work day prior to a holiday and his/her first scheduled work day after the holiday to receive compensation for the holiday unless he/she was absent on an approved leave.

* All employees shall be required to work a minimum of six (6) hours of premium holiday hours per year. Holiday staffing will be bid by December 15 for the following February - January holidays. In the first round, employees can bid from six (6) to twelve(12) hours of time. Once the first round is completed, remaining openings will be filled on a voluntary basis. If there still are remaining openings, they will be filled by mandating in inverse seniority in six (6) hour blocks.

- ** Floating Holiday in lieu of Lincoln's Birthday. Full-time employees who are in active pay status on February 12th of each year shall earn an twelve (12) hour floating holiday. To utilize the floating holiday the employee must have supervisor approval. The floating holiday must be used in the calendar year earned.

Employees hired after January 1, 2014 shall be required to work twelve (12) hours of designated premium holidays as identified in this Section.

ARTICLE 19 SENIORITY

Section 1 Service Seniority: Seniority shall be determined by the employee's continuous, uninterrupted length of service with the County. Seniority rights shall be recognized only for employees who have successfully completed the probationary period. The Employer shall provide two (2) seniority lists of all full-time employees (paramedic and EMT) and two (2) seniority lists part-time employees (paramedic and EMT). Placement on the respective lists will be measured from the employee's initial date of hire with the Employer.

Part-time employees who move from part-time to full-time status within title shall receive pro-rated seniority for the number of years served in that part-time title. The pro-rated time will be converted as follows: one-half (½) year credit for each one (1) year of service. Seniority will apply to bidding, benefits and pay rate.
Same Date of Hire: In the event two (2) or more employees have the same length of service, such employees shall have their individual seniority determined by the most recent date of hire. In the event two (2) or more employees have the same length of service and the same hire date, such employees shall have their individual seniority determined by lot (drawing names from a hat).

Worker's Compensation: An employee who is on workers compensation or approved medical leave and is not on the payroll shall continue to accrue seniority as if the employee was in regular pay status.

Seniority Lists: Every six (6) months, the Employer shall provide UPSEU with the names, titles and most recent hire dates of all employees or as needed or requested by the Shop Steward/Union.

Loss of Seniority: Seniority shall be terminated upon:

- A) Resignation, quit, or retirement;
- B) Termination;
- C) Not available when recalled for work (an employee laid off for seven (7) days or less must report within forty-eight (48) hours of recall; an employee laid off for more than seven (7) days must report within seventy-two (72) hours of recall);
- D) Failure to return to work immediately upon expiration of a leave of absence; or
- E) Performing work for another employer while on leave of absence without authorization.

Section 2 In the event that an EMT upgrades to a Paramedic position, the employee starts their seniority in grade at the date he/she was promoted to a Paramedic position. If two or more EMT's are promoted to Paramedic at the same time they will be ranked in seniority at the bottom of the seniority list in order of their EMT seniority. If a promotion of EMT's and outside hiring of Paramedics off the civil service list happens at the same time, the current EMT employees will be placed ahead of the outside hires. The current EMT's will be ranked by their seniority as an EMT the others will be draw from a hat as per Section 1.

ARTICLE 20 UNIFORMS/WORK CLOTHING ALLOWANCE

The Employer will provide all uniforms upon initial hire and replace all uniform items due to wear or damage.

The initial issue of uniforms per employee is as follows:

Full-time/Part-time

2 - short sleeve shirts (Part-time) 4- short sleeve shirts (full-time)
2 - long sleeve shirts (Part-time) 4 - Long sleeve shirts (full-time)
2 - pants (part-time) - 4 - pants (full-time)
1 - jacket
1 - ball cap
1 - winter hat
1 - job shirt

Section 1 Employees that physically work eleven hundred (1,100) or more hours in a calendar year will received an annual boot allowance of one hundred dollars (\$100.00) per year through the current voucher system and will be issued annually.
Effective January 1, 2018 the boot allowance shall be as follows:
\$150/yr for employees working 950 or more hours in the previous year \$125/yr for employees working 480-949 hours in the previous year \$100/yr for employees working 260 to 479 hours in the previous year

ARTICLE 21 PAY CHECKS

Section 1 All employees are paid on a weekly basis. Checks are distributed on Thursday. When a holiday falls on a Thursday, checks will be distributed on Wednesday.

Section 2 It is the responsibility of the Employee to notify the supervisor of an error in the Employee's pay as soon as possible. Verified errors of underpayment will be corrected as soon as possible. In the event of an overpayment, the Employee's acceptance of the unearned funds shall constitute consent to the County's future deduction, from whatever wages, or benefits or retirement related payments that may be or become payable to the County by the Employee in an amount sufficient to reimburse the County for this overpayment. This reimbursement program may be implemented by the County in such increments as the County may deem, in its discretion, to be reasonable under the circumstances upon due notice to the Employee.

Section 3 Each paycheck will include a breakdown of deductions, accrual usage and remaining accrual balances if applicable.

ARTICLE 22 TRAINING/EDUCATION EXPENSES

Section 1 Employees may be reimbursed for annual training costs provided funding is available in Sheriff's Department EMS training fund, i.e. CPR course, ACLS, PALS, refresher courses, JEMS vital signs and CME's.

Section 2 Employees must provide a receipt of payment for the course to be reimbursed. The fund will be dispensed on a first come first serve basis.

ARTICLE 23 JOB POSTING

Section 1 The Union and Chief Steward shall be immediately notified of any vacancy in a unit position or new position to be filled. Notices shall be posted on the employee bulletin boards for a period of not less than ten (10) business days prior to any application deadline.
When filling any vacancies or permanent promotional positions, the following will be considered by the County:

- A) Training and ability
- B) Attendance record including record of tardiness
- C) Seniority
- D) Work performance. Annual evaluation
- E) Civil Service eligibility when appropriate

Section 2 A promoted or provisionally appointed employee's former position shall not be filled, except on a provisional basis, during the required probationary period. Such employee shall have the right to return to his former position at any time during the probationary period or provisional period.

ARTICLE 24 LABOR MANAGEMENT/SAFETY COMMITTEE

The parties hereto agree to form a labor management/safety committee to identify and resolve safety issues of common interest which are outside the collective bargaining agreement and non-mandatory subjects of negotiations. The committee shall consist of three (3) Employer representatives and three (3) Union representatives. Said committee shall meet at the earliest mutual convenience of the parties, at the request of either party. Prior to such meeting, the parties shall exchange proposed agendas, if applicable. The parties shall not be required to meet more than once per quarter.

**ARTICLE 25
PROBATIONARY PERIOD**

- Section 1 All newly hired employees shall be considered probationary for a period of not less than twenty-six (26) weeks for full time employees and not to exceed fifty-two (52) weeks for part time employees. The probationary period may be extended by notifying the employee in writing.
- Section 2 During or at the end of the probationary period, the Employer may discharge the employee at will. Such discharge shall not be subject to any grievance provisions of this Agreement.

**ARTICLE 26
LAYOFF AND RECALL**

- Section 1
- A) A "layoff" is defined as an adjustment or a reduction in the workforce due to program changes or curtailment or a general decrease in operations.
 - B) The County will give forty-five (45) calendar days written notice prior to the institution of a layoff to the Union and will meet with the Union within ten (10) calendar days thereafter to discuss the impact of the proposed layoff.
 - C) Individual employees will be given at least two (2) weeks' notice prior to actually being laid off.
- Section 2 In the event of any layoff and/or recall of competitive class employees, the County will follow the Civil Service Law, Rules and Regulations pertaining to layoff procedures, subject to the following:
- A) For the purposes of layoff and recall, seniority shall be defined as the length of an employee's continuous service, within the bargaining unit, in the Sheriff's Department, including sick leave, military leave not to exceed four (4) years, reinstatement within one (1) year of resignation, other approved leaves of absence which do not exceed one (1) year and Worker's Compensation leave.
 - B) In the event that a full time EMT or Paramedic is laid off the employee will have the right to use bargaining unit seniority to bump a junior part time employee in same title.
 - C) The calculation of part time seniority is defined in Article 19 of this Agreement.

**ARTICLE 27
MISCELLANEOUS PROVISIONS**

- Section 1 **Past Practice**
All existing written rules, regulations, and established written practices previously granted or allowed by the Employer and not inconsistent or included in this Agreement shall remain in full force and effect.

- Section 2 Subcontracting
Out Sourcing of Unit Work: Work normally performed by employees covered by this Agreement will not be contracted out if it will result in the layoff of employees covered by this Agreement.
- Section 3 Fair Treatment
The Employer shall so administer its obligations under this Agreement in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed. Claims of discrimination are not subject to the grievance process. Claims of discrimination should be addressed in the proper Federal and/or State forum.
- Section 4 Wages, hours and all other 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.
- Section 5 The Employer will make available each employee a copy of this Agreement as soon as practicable.
- Section 6 In the event that an employee's EMT/Paramedic certification expires, the employee will have ninety (90) days to retest or regain certification. Extensions shall be granted if an employee has an upcoming test/completion date. If the loss of certification is solely the fault of the Employer, the employee will be paid their average wage until re-certification. However, the Employer may use the employee for EMS related duties until re-certification, not to exceed the average of their work hour schedule. The Employer will pay all fees associated with the error until recertification. The employee will not lose their bid position during such period.
- Employees on authorized long term sick or disability shall be given reasonable opportunity by the Employer to regain their certification and return to their bid position. The employee may not work until they have successfully regained their required certification(s) and may be taken off line per REMO guidelines.
- Section 7 The Employer will provide all vaccinations and titre for contagious diseases that are required by NYS Public Employee Safety and Health (PESH).

ARTICLE 28 EVALUATIONS

- Section 1 Purpose: The purpose of employee evaluation shall be to evaluate employee performance. All evaluations shall be in writing on a standard evaluation form attached hereto as Appendix C.
- Section 2 Frequency of Evaluations
- A) A newly hired employee shall be evaluated at least once during the first three (3) months of employment and at least one (1) time thereafter during the first year.
 - B) An employee with more than one (1) year of employment shall be evaluated at least once each year.

- Section 3 Conferences
- A) All evaluations will be preceded by a meeting between the employee and the evaluator to explain the objectives of the evaluation.
- B) Within five (5) workdays an evaluation, there will be a meeting between the employee and the evaluator. The employee shall be given a copy of the evaluation report prior to the meeting. Should deficiencies be recorded in the performance of the employee, the employee will be provided with specific, reasonable written recommendations for improvement.
- Section 4 Reply: Any written reply made by the employee shall be attached to and made a part of the evaluation report.

**ARTICLE 29
PERSONNEL RECORDS**

- Section 1 All employees, upon request, in writing to the sheriff or designee, shall be given a reasonable opportunity to review their official personnel file maintained by the Sheriff's Office and/or the Department of Human Resources of the County. Such review shall take place within the presence of an appropriate officer of the Department or Office. This file shall contain their original application for employment and any and all job evaluations, commendations, reprimands, suspensions, and any other record of action which shall have taken place during their employment with the County of Albany.
- Section 2 No letter of criticism, poor evaluation, reprimand, or any other document which could affect an employee's job may be placed in an employee's official personnel file without the employee first having an opportunity to review such documents. Should an employee, upon such action, disagree with all or part of any such document, he/she shall have the right, within three (3) days of his/her review, to place in the file, in writing, his/her comments thereon which shall become an official part of the file.
- Section 3 Every employee shall be required to furnish the Employer within thirty (30) days any change in personnel data form which shall include the employee's residence address, telephone number, or, if the employee has no telephone, a telephone number through which an employee can be reached and the name, address and telephone number of a person to be notified in case an employee is injured or taken ill while on duty. Failure to comply with the above shall be grounds for discipline.

**ARTICLE 30
MEDICAL CONTROL PRIVILEGES**

In the event that a Paramedic loses his or her on-line status with the Employer, due to action by the Agency Medical Director or a REMO Protocol issue, the following process will be followed.

The matter will be referred to REMO for investigation and resolution. The determination by the REMO inquiry Board/Regional Emergency Advisory Committee and the Regional Medical Director will be binding on the parties. (UPSEU, Albany County, employee involved).

If REMO, through the above mentioned process determines that a Paramedic no longer qualifies to have a Regional Medical control privileges then employment shall be terminated as of the date of that determination. Any termination of employment based on language in this Section shall not be considered discipline and shall not be subject to appeal under this agreement.

If the employee maintains his medical control privileges based on the determination of the REMO due process forum, the employee will be made whole by the Employer for all wages and benefits lost while waiting for the determination.

**ARTICLE 31
SEPARABILITY**

Section 1 In the event that any provisions of the Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulation or decrees, such decision shall not affect any of the other provisions of this Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

Section 2 In the event that any portion of this Agreement is found to be so volatile, the parties hereto agree to reconvene at their earliest mutual convenience in order to negotiate a satisfactory replacement.

**ARTICLE 32
RE-NEGOTIATION**

The parties hereto agree that either party may, on or after February of the year in which this Agreement expires, serve notice in writing upon the other party of its desire to begin negotiations for a successor agreement. In such event, the parties and/or their representatives shall commence negotiations within thirty (30) days or as soon as practicable.

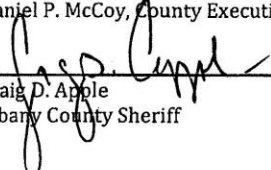
**ARTICLE 33
DURATION**

This Agreement shall be effective as of January 1, 2022 and remain in effect until December 31, 2027. In the event a new Agreement is not reached at the termination date indicated above, this Agreement shall continue in effect until a new one is reached.

Signed this ____ day of _____, 2023

COUNTY OF ALBANY

Daniel P. McCoy, County Executive



Craig D. Apple
Albany County Sheriff

Jeffery V. Jamison, Esq.
Director of Employee Relations

Date

**UNITED PUBLIC SERVICE
EMPLOYEE UNION**

Kevin E. Boyle, Jr., President

Gary M. Hickey, Executive Vice
President/Regional Director

Daniel T. Schuttig
Labor Relations Representative

Negotiating Team:

Eli Gill

Timothy Playford

Cory Van Leuven

Date

**APPENDIX A
GRIEVANCE PROCEDURE**

SUBJECT MATTER

A grievance shall mean any claimed violation, misinterpretation or improper application of this Agreement.

DEFINITIONS

Grievant: Shall mean any member of the bargaining unit.

Department Head: Shall mean the highest level of authority in the EMS department, or designee.

Days: Shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given.

Decisions: Shall mean the ruling, determination, report or disposition made at any step of the procedure.

GENERAL PROVISIONS

Time limits for presentation and resolution of grievances may be extended by mutual agreement of the parties.

If the Employer does not comply with the time requirements, the grievance shall automatically proceed to the next step.

If the grievant and/or the Union does not comply with the time requirements, the grievance shall be considered abandoned.

Stages 1 and 2 of the grievance procedure shall be conducted during the regular working hours, unless otherwise mutually agreed.

Tape recorders or similar devices shall not at any time be used during grievance hearing proceedings unless mutually agreed to.

The Parties shall give reasonable notice as to dates for any meetings.

CLASS ACTION GRIEVANCE

When two (2) or more current employees are affected by an alleged grievance, the grievance may be heard as a class action by mutual consent of the parties.

REPRESENTATION

Representation at any step of the procedure shall be limited to the grievant and/or Union representatives.

INFORMAL STAGE

Any employee who claims to have a grievance is encouraged to orally present his/her grievance to his or her Department Head as soon as possible after the

occurrence of the event giving rise to the grievance so that, if possible, the grievance can be expeditiously resolved on an informal basis.

STAGE 1

- A) A grievance must be presented to the Department head in writing within ten (10) days after the grievance occurs or becomes known. The grievance shall contain a statement of the specific nature of the grievance and the facts relating to it.
- B) The Department Head shall hold a meeting within ten (10) days to discuss the grievance and take whatever investigative action he deems appropriate. The grievant and his/her representative, shall appear at the meeting and present oral statements or arguments and answer questions relative to the grievance.
- C) Within ten (10) days after the presentation of the grievance, the Department Head shall deliver a written decision to the grievant and the Union which shall include a reason if the grievance is denied.

STAGE 2

- A) If the grievant is not satisfied with the decision made by his Department Head, he may, within ten (10) days thereafter, appeal such decision to the Sheriff or designee. The appeal shall contain a statement of the specific nature of the grievance and the facts relating to it.
- B) Within ten (10) days after the receipt of the appeal, the Sheriff or designee shall deliver a written decision to the grievant and the Union which shall include a reason if the grievance is denied.

STAGE 3 ARBITRATION

- A) If the Union and the County are unable to agree upon the settlement of the grievance, such matters shall be submitted to arbitration by the Union in accordance with the arbitration procedure set forth below.
- B) An appeal to arbitration may be made by the Union by the service of a Demand for Arbitration within twenty (20) days of the Stage 2 decision. No individual shall initiate any arbitration appeal.
- C) Upon service of the Demand for Arbitration, the PERB procedure shall be utilized. The parties shall adhere to the rules governing the selection of arbitrators.
- D) The arbitrator shall have no power to add to, subtract from, or modify the provisions of the Agreement. Formal rules of evidence shall not be required.
- E) Within thirty (30) days of the close of the hearing or the submission of briefs, the Arbitrator shall deliver a written decision to the Union and the Employer.
- F) The decisions and awards shall be final and binding on the parties.
- G) The cost for the arbitrator shall be borne equally by the Union and the Employer.
- H) Compliance with the stages of the grievance procedure shall be a condition precedent to arbitration.

DISCIPLINARY GRIEVANCES

- A) Prior to any disciplinary interrogation, the employee shall be advised they are the subject of an investigation and shall be given written notice of their right to Union representation.

- B) No employee shall be disciplined except for just cause. Such employee shall be served with written notice of the proposed action and the reason for it. Simultaneously, a copy of the notice shall be sent to the Union.
- C) Generally, the concept of progressive and corrective disciplinary action shall be followed when imposing discipline. However, progressive discipline may not be followed in certain offenses.
- D) No disciplinary action shall be commenced more than eighteen (18) months after the Employer has knowledge of the alleged acts of incompetency or misconduct unless such acts in the performance of duties constitutes a crime.

APPEAL FROM DISCIPLINARY ACTION

- A) If the Union disagrees with the proposed disciplinary action, the Union may appeal the matter in accordance with Stage 2 of the grievance procedure. If the Union is not satisfied with the response at Stage 2, the Union may elect to submit the matter to arbitration by filing a Demand for Arbitration with the New York State Public Employment Relations Board (PERB) in accordance with its rules and procedures. The Demand for Arbitration must be filed within twenty (20) days from receiving the Stage 2 response or when the Stage 2 response should have been received.
- B) Said employee may be suspended without pay for a period not to exceed thirty (30) days. After such time said employee may remain suspended, but with pay.
- C) All decisions and awards rendered in such arbitrations shall be final and binding on the parties, subject to Article 75 of the CPLR.
- D) Binding arbitration shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provision provided in Sections 75 and 76 of the Civil Service Law.
- E) All disciplinary warnings and/or reprimands shall be removed from an employee's file twenty-four (24) months from the date of issue provided there are no repeat violations for the same infraction or there is a pending disciplinary hearing during this period. However, a repeat violation for the same infraction would extend the time period an additional twenty-four (24) months from the date of the most recent warning.

APPENDIX B
DEFENSE AND INDEMNIFICATION OF EMPLOYEES

Section 1 Civil Actions and Proceedings

- A) Upon compliance by the employee with the provisions of paragraph 5 of this Article, the Employer shall provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his/her public employment or duties. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by the Employer.

- B) Subject to the conditions set forth in paragraph 1 of this Agreement, the employee shall be represented by the County Attorney or an Assistant County Attorney or such other counsel as designated by the County Attorney, in a Civil Action or proceeding brought against the employee for any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope set forth in paragraph 1 of this Article, the employee shall be entitled to be represented by private counsel of his/her choice in any action or proceeding whenever the County Attorney of the County of Albany or other counsel designated by the County Attorney determines that a conflict of interest exists, or whenever a Court, upon appropriate motion or otherwise by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel of his/her choice, provided, however, that the County Attorney, or other counsel designated by the County Attorney may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the Employer to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of the County Attorney.

- C) Any dispute with respect to the determination that the alleged action or omission was not within the scope of the employee's public employment or duties, or with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or reasonableness of attorney's fees shall be resolved by the Supreme Court of the State of New York upon motion or by way of special proceeding. While resolution of this dispute is pending, the Employer shall continue the defense of the suit.

- D) Where the employee delivers process and a written request for defense to the Employer under paragraph 5 of this Article, the Employer shall take the necessary steps on behalf of the employee to avoid entry of a default judgment pending resolution of any questions pertaining to the obligation to provide for a defense.

- E) The duty to defend as prescribed in this Article shall be conditioned upon: (I) Delivery by the employee to the County Attorney of the County of Albany a written request to provide for his/her defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading, within five (5) calendar days after he/she is served with such document, and (II) the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceedings against the Employer based upon the same act or omission, and in the prosecution of any appeal.

- F) The benefits of this section shall inure only to the employees as defined by this Collective Bargaining Agreement and shall not enlarge or diminish the rights of any other party nor shall any provisions of this section be construed to affect, alter or repeal any provision of the Workers' Compensation Law.
- G) Except as otherwise specifically provided in the Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any employee by, in accordance with, or by reason of, any other provision of State of Federal Statutory or common law.
 1. This section not in any way affect the obligation of any claimant to give notice to the public entity under Section ten of the Court of Claims Act, Section Fifty-E of the General Municipal Law, or any other provision of law.
 2. The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State, or authorized by law to transact business in this State, against any liability imposed by the provisions of this section, or to act as self-insurer with respect thereto.
 3. All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as public charges.
 4. The provisions of this section not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy or insurance.

Section 2 Indemnification of Civil Judgment

- A) The Employer shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a State or Federal Court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his/her public employment or duties provided further that in the case of settlement the duty to indemnify and save harmless shall be conditioned upon the approval of the amount the settlement by the County Legislature of the County of Albany.
- B) The duty to defend or indemnify and save harmless prescribed in this Article shall be conditioned upon: (I) delivery by the employee to the County Attorney of the County of Albany a written request to provide for his/her defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading, within five (5) calendar days after he/she is served with such document, and (II) the full cooperation of the employee in the defense of such action or proceeding and in defense or any action or proceeding against the Employer based upon the same act or omission, and in the prosecution of any appeal.
- C) Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this Article shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

- D) Nothing contained in this Article shall authorize the Employer to indemnify or save harmless any employee with respect to punitive or exemplary damages, fines or penalties, or money recovered from an employee pursuant to Section 51 of the General Municipal Law: provided, however, that the Employer shall indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his/her public employment or duties, has, without willfulness on his/her part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of this State or the United States.
- E) Upon entry of an final judgment against the employee, or upon the settlement of the claim, personally or by certified or by registered mail within thirty (30) calendar days of the date of entry or settlement, upon the County Attorney of the County of Albany; and if not inconsistent with the provisions of this Article, the amount of such judgment or settlement shall be paid by the Employer.
- F) The benefits of this section shall inure only to the employees as defined by this Collective Bargaining Agreement and shall not enlarge nor diminish the rights of any other party nor shall any provision of this section be construed to affect, alter or repeal any provision of the Workers' Compensation Law.
- G) Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any employee by, in accordance with, or by reason of, any provision of State or Federal Statutory or Common Law.
 1. This section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section ten of the Court of Claims Act, Section fifty-E or the General Municipal Law, or any other provision of law.
 2. The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State, or authorized by law to transact business in this State against any liability imposed by the provisions of this section, or to act as a self-insurer with respect thereto.
 3. All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.
 4. The provisions of this section shall not be construed to impair, alter, or modify the rights and obligations of any insurer under any policy of insurance.

Section 3 Criminal Charges

- A) Upon compliance by the employee with the provisions of paragraph 3 of this section, and subject to the conditions set forth in paragraph 2 of this section, it shall be the duty of the Employer to pay reasonable attorney's fees and litigation expenses incurred by or on behalf of an employee in his/her defense of a criminal proceeding in a State or Federal Court arising out of any act which occurred while such employee was acting within the scope of his/her

public employment or duties, upon his/her acquittal or upon the dismissal of the criminal charges against him/her. This duty to provide for a criminal defense shall not arise where such criminal action or proceeding is brought by or at the behest of the Employer.

- B) Upon application for reimbursement for reasonable attorney's fees and litigation expenses made by or on behalf of an employee as provided in paragraph 3 of this section, his/her investigation and his/her view of the facts and circumstances of the criminal proceedings, whether reimbursement of reasonable attorney's fees and litigation expenses shall be paid. The County Attorney of the County of Albany shall notify the employee in writing of such determination. Upon determining that reimbursement should be provided for reasonable attorneys' fees and litigation expenses incurred by or on behalf of any employee, it shall be the duty of the employee to notify in writing to the County Attorney the identity of the defense counsel intended to be retained by or on behalf of the employee in his/her defense of the criminal proceeding. The County Attorney shall have the right to approve the employee's choice of defense counsel and shall further have the right to negotiate prospectively and said defense counsel the amount of reasonable attorney's fees which the Employer shall reimburse to the employee upon his/her acquittal or upon the dismissal of the criminal charges against his/her. The County Attorney shall certify charges of such expenses to the Comptroller of the County of Albany. Upon such certification, reimbursement shall be made for such fees and expenses upon the audit and warrant of the Comptroller. Any dispute with regard to entitlement to reimbursement, the designation of defense counsel, the amount of litigation expenses or reasonableness of attorney's fees shall be resolved by the Supreme Court of the State of New York upon appropriate motion or by way of special proceedings. Pending the outcome of the dispute, the Employer will take all reasonable steps necessary to provide for the criminal defense of the employee.
- C) Reimbursement of a reasonable attorneys' fees and litigation expenses by the Employer as prescribed by this Article shall be conditioned upon (a) delivery to the County Attorney or an Assistant County Attorney at the Office or Department of Law of the County of Albany by the employee of a written request for reimbursement of defense expenses together with the original or copy of an accusatory instrument within ten (10) calendar days after he/she is arraigned upon such instrument, and (b) the full cooperation of the employee in the defense of any action or proceeding against the Employer based upon the same act, and in the prosecution of any appeal.
- D) Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any employee, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or any reason of, any other provision of State, Federal statutory or common law.

**APPENDIX C
SALARY TABLES**

Employees shall reach the top rate of pay upon completion of four (4) years of service (beginning of 5th year of service) in accordance with the following chart:

Proposed EMT Pay Scale

Start to Year 1	85%
Year 1 to Year 2	90%
Year 2 to Year 3	95%
Year 3 to Year 4	97%
Year 4 to Year 5	100%

Effective 1/1/22	Effective 1/1/23 – 2%	Effective 1/1/24 – 3%	Effective 1/1/25 – 3%	Effective 1/1/26 – 3%	Effective 1/1/27 – 3%
\$18.70/hr.	\$19.07/hr.	\$19.64/hr	\$20.23/hr	\$20.84/hr	\$21.47/hr
\$19.80/hr.	\$20.19/hr.	\$20.80/hr	\$21.42/hr	\$22.06/hr	\$22.72/hr
\$20.90/hr.	\$21.31/hr.	\$21.95/hr	\$22.61/hr	\$23.29/hr	\$23.99/hr
\$21.34/hr.	\$21.77/hr.	\$22.42/hr	\$23.07/hr	\$23.78/hr	\$24.49/hr
\$22.00/hr.	\$22.44/hr.	\$23.11/hr	\$23.80/hr	\$24.51/hr	\$25.25/hr

Proposed Paramedic-1 Pay Scale

Start to Year 1	85%
Year 1 to Year 2	90%
Year 2 to Year 3	95%
Year 3 to Year 4	97%
Year 4 to Year 5	100%

Effective 1/1/22	Effective 1/1/23 – 2%	Effective 1/1/24 – 3%	Effective 1/1/25 – 3%	Effective 1/1/26 – 3%	Effective 1/1/27 – 3%
\$25.50/hr.	\$26.01/hr.	\$26.79/hr	\$27.59/hr	\$28.42/hr	\$29.27/hr
\$27.00/hr.	\$27.54/hr.	\$28.37/hr	\$29.22/hr	\$30.10/hr	\$31.00/hr
\$28.50/hr.	\$29.07/hr.	\$29.94/hr	\$30.84/hr	\$31.76/hr	\$32.71/hr
\$29.10/hr.	\$29.68/hr.	\$30.57/hr	\$31.49/hr	\$32.43/hr	\$33.40/hr
\$30.00/hr.	\$30.60/hr.	\$31.52/hr	\$32.47/hr	\$33.44/hr	\$34.44/hr

Proposed Paramedic-2 Pay Scale

Start to Year 1	85%
Year 1 to Year 2	90%
Year 2 to Year 3	95%
Year 3 to Year 4	97%
Year 4 to Year 5	100%

Effective 1/1/22	Effective 1/1/23 – 2%	Effective 1/1/24 – 3%	Effective 1/1/25 – 3%	Effective 1/1/26 – 3%	Effective 1/1/27 – 3%
\$28.50/hr.	\$29.07/hr.	\$29.94/hr	\$30.84/hr	\$31.77/hr	\$32.72/hr
\$30.00/hr.	\$30.60/hr.	\$31.52/hr	\$32.47/hr	\$33.44/hr	\$34.44/hr
\$31.50/hr.	\$32.13/hr.	\$33.09/hr	\$34.09/hr	\$35.10/hr	\$36.15/hr
\$32.10/hr.	\$32.72/hr.	\$33.67/hr	\$34.68/hr	\$35.76/hr	\$36.83/hr
\$33.00/hr.	\$33.66/hr.	\$34.67/hr	\$35.71/hr	\$36.78/hr	\$37.88/hr

Change from Paramedic-1 to Paramedic 2 – employee will remain in the same “step”.

EMT’s working OOT will be paid the Paramedic-1 base rate.

Paramedic-1’s working OOT as Paramedic 2’s will receive the following stipend:

2022	2023	2024	2025	2026	2027
\$3.00/hr	\$3.06/hr	\$3.15/hr	\$3.25/hr	\$3.34/hr	\$3.44/hr

Pay Rates Effective 1/1/2022, including retroactivity to 1/1/22.

- 1/1/23 – 2% pay increase to all steps and titles.
- 1/1/24 – 3% pay increase to all steps and titles.
- 1/1/25 – 3% pay increase to all steps and titles
- 1/1/26 – 3% pay increase to all steps and titles
- 1/1/27 – 3% pay increase to all steps and titles

APPROPRIATIONS

Fund Account	Object	State Pos.	Pos. Control	Budget Line Description	2023 Adopted	Total Increase	Decrease	2023 Revised Amount	Unit Cost	Department Name
A	93110	1	3144	1	370026	Paramedic - 2	\$55,002.00	\$8,646.00	\$63,648.00	ACSO
A	93110	1	3144	2	370027	Paramedic - 2	\$55,002.00	\$15,011.00	\$70,013.00	ACSO
A	93110	1	3144	3	370188	Paramedic - 2	\$55,002.00	\$15,011.00	\$70,013.00	ACSO
A	93110	1	3144	4	370189	Paramedic - 2	\$55,002.00	\$8,646.00	\$63,648.00	ACSO
A	93110	1	3144	5	370195	Paramedic - 2	\$55,002.00	\$15,011.00	\$70,013.00	ACSO
A	93110	1	3144	6	379230	Paramedic - 2	\$55,002.00	\$11,828.00	\$66,830.00	ACSO
A	93110	1	3144	7	379242	Paramedic - 36hr.	\$43,804.00	\$11,757.00	\$55,561.00	ACSO
A	93110	1	3144	8	379243	Paramedic - 36hr.	\$43,804.00	\$10,615.00	\$54,419.00	ACSO
A	93110	1	3144	9	379244	Paramedic - 36hr.	\$43,804.00	\$7,751.00	\$51,555.00	ACSO
A	93110	1	3144	10	379245	Paramedic - 36hr.	\$43,804.00	\$4,887.00	\$48,691.00	ACSO
A	93110	1	3144	11	379246	Paramedic - 36hr.	\$43,804.00	\$4,887.00	\$48,691.00	ACSO
A	93110	1	3144	12	379247	Paramedic - 36hr.	\$43,804.00	\$7,751.00	\$51,555.00	ACSO
A	93110	1	3144	13	379248	Paramedic - 36hr.	\$43,804.00	\$7,751.00	\$51,555.00	ACSO
A	93110	1	3144	14	379249	Paramedic - 36hr.	\$43,804.00	\$13,479.00	\$57,283.00	ACSO
A	93110	1	3144	15	379250	Paramedic - 36hr.	\$43,804.00	\$7,751.00	\$51,555.00	ACSO
A	93110	1	3144	16	379251	Paramedic - 36hr.	\$43,804.00	\$13,479.00	\$57,283.00	ACSO
A	93110	1	3145	5	370021	Emer Medical Tech	\$28,887.00	\$6,812.00	\$35,699.00	ACSO
A	93110	1	3145	6	370022	Emer Medical Tech	\$28,887.00	\$14,357.00	\$43,244.00	ACSO
A	93110	1	3145	1	370191	Emer Medical Tech	\$28,887.00	\$8,909.00	\$37,796.00	ACSO
A	93110	1	3145	2	370192	Emer Medical Tech	\$28,887.00	\$11,753.00	\$40,640.00	ACSO
A	93110	1	3145	3	370193	Emer Medical Tech	\$28,887.00	\$8,909.00	\$37,796.00	ACSO
A	93110	1	3145	4	370194	Emer Medical Tech	\$28,887.00	\$6,944.00	\$35,831.00	ACSO
A	93110	1	3145	7	379104	Emer Medical Tech	\$28,887.00	\$13,121.00	\$42,008.00	ACSO
A	93110	1	3145	8	379105	Emer Medical Tech	\$28,887.00	\$13,121.00	\$42,008.00	ACSO
A	93110	1	3145	9	379231	Emer Medical Tech	\$28,887.00	\$13,121.00	\$42,008.00	ACSO
A	93110	1	3145	10	379232	Emer Medical Tech	\$28,887.00	\$8,909.00	\$37,796.00	ACSO
A	93110	1	3145	11	379233	Emer Medical Tech	\$28,887.00	\$6,812.00	\$35,699.00	ACSO
A	93110	1	3145	12	379234	Emer Medical Tech	\$28,887.00	\$11,005.00	\$39,892.00	ACSO
A	93110	1	3145	13	379235	Emer Medical Tech	\$28,887.00	\$8,909.00	\$37,796.00	ACSO
A	93110	1	3145	14	379236	Emer Medical Tech	\$28,887.00	\$8,909.00	\$37,796.00	ACSO
A	93110	1	3145	15	379237	Emer Medical Tech	\$28,887.00	\$6,812.00	\$35,699.00	ACSO
A	93110	1	3145	16	379238	Emer Medical Tech	\$28,887.00	\$6,812.00	\$35,699.00	ACSO
A	93110	1	9850		Sick Leace Incentive	\$88,000.00	\$16,000.00	\$84,000.00		ACSO
A	93110	1	9900		Overtime	\$1,526,400.00	\$94,320.00	\$1,620,720.00		ACSO
A	93110	1	9943		Paramedics P.T.	\$386,000.00	\$117,962.00	\$503,962.00		ACSO
A	93110	1	9946		Emer Medical Tech P.T.	\$170,000.00	\$64,090.00	\$234,090.00		ACSO
A	93110	1	9948		Shift Differential	\$90,000.00	\$9,000.00	\$99,000.00		ACSO
A	93110	1	9950		Longevity	\$193,930.00	\$44,070.00	\$238,000.00		ACSO
A	93110	1	9954		Enhanced Pay	\$0.00	\$107,000.00	\$107,000.00		ACSO
A	93110	1	9985		Out of Title Pay	\$0.00	\$4,000.00	\$4,000.00		ACSO
A	93110	8	9030		Social Security	\$1,261,030.00	\$59,740.00	\$1,320,770.00		ACSO
A	93110	4	4201		Uniforms And Clothing	\$234,800.00	\$5,000.00	\$239,800.00		
A	0599				Appropriated Fund Balance		\$471,590.00			
A	96100	4	4252		Medical Services Therapy		\$369,068.00			
					Total Appropriations		\$840,658.00	\$840,658.00		

ESTIMATED REVENUES

Fund Account	Object	Budget Line Description	Decrease	Increase	Department Name	
A	0000	0 0000				
					TOTAL ESTIMATED REVENUES	\$0.00
					GRAND TOTAL	\$840,658.00
						\$840,658.00

RESOLUTION NO. 63

ESTABLISHING A STANDARD WORKDAY FOR RETIREMENT REPORTING PURPOSES

Introduced: 2/13/23

By A. Joyce:

WHEREAS, The New York State Employees' Retirement System requires that a standard workday be established for all County of Albany employees, including elected and appointed officials, for retirement reporting purposes, now, therefore, be it

RESOLVED, That for retirement reporting purposes a standard work day of six hours per day for a five-day workweek is hereby established for County Legislators:

Elected Officials	Name	Term Begin	Term End
Legislator	Michael (Mickey) Cleary	1/1/2020	12/31/2023

and, be it further

RESOLVED, That the Albany County Legislature hereby establishes the above as standard work days for its elected officials and appointed officials and will report days worked to the New York State and Local Employees' Retirement System as per the requirements of the Office of the New York State Comptroller and as indicated in documents filed with the Clerk of the Legislature based on the time keeping system or the record of activities maintained for three consecutive months and submitted to the Clerk of the Legislature, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.