AN AGREEMENT

BY AND BETWEEN

THE COUNTY OF MADISON

AND

THE CIVIL SERVICE

EMPLOYEES

ASSOCIATION, INC.

(BLUE COLLAR UNIT)

FOR THE PERIOD

JANUARY 1, 2015

TO

DECEMBER 31, 2019

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ARTICLE 1
RECOGNITION

1.1. The County recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO as the sole and exclusive bargaining representative for the purposes of establishing salaries, wages, hours, and other terms and conditions of employment, as defined in Section 201(4) of the Civil Service Law, for members of the defined bargaining unit.

1.2. The Association represents employees of the County holding either a full-time position or a regular part-time position in a title reflected in Appendix B - Title Classification. For the purposes of this Agreement, a regular part-time position shall be defined as a position of employment wherein the employee works at least fifty percent (50%) of the time prescribed as a normal payroll period.

1.3. All temporary, seasonal, or casual employees shall be excluded from the bargaining unit. All employees who work less than fifty percent (50%) of the time prescribed as a normal payroll period shall be excluded from the bargaining unit. All employees who fill positions within the jurisdictional classifications of exempt or unclassified, as defined by the Civil Service Rules, shall be excluded from the bargaining unit. All officers and employees who are listed in Appendix A of this Agreement shall be excluded from the bargaining unit. All existing employees in the Department of Personnel/Civil Service shall be excluded from the bargaining unit.

ARTICLE 2
EXCLUSIVITY

The CSEA shall have the sole right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees Fair Employment Act, under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representative 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 subject objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance procedure in this Agreement and to pursue any matter or issue in any court of competent jurisdiction, whichever is appropriate, unless it is expressly and specifically abridged, delegated, or modified by this Agreement.

ARTICLE 3
MEMBERSHIP DUES/PEOPLE

3.1. Upon receipt of a signed authorization form from the employee, the regular membership dues (uniform in dollar amount each payday) of the CSEA shall be deducted from such employee's pay. No other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period. The County also agrees to accord the payroll deduction privilege to any employee who desires to purchase CSEA insurance services.

3.2. The County agrees to deduct from the wages of any employee who is a member of CSEA-AFSCME a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time with written notice to the union and County Treasurer's Office. The County agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

3.3. Deductions shall be remitted to the CSEA, via check, at P.O. Box 7125, Capital Station, Albany, New York 12224 or electronic transfer.

3.4. The CSEA shall indemnify the County and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this article.

ARTICLE 4
AGENCY SHOP

4.1. This is an Agency Shop Agreement in accordance with the agency shop provisions enacted by the 1976-1977 New York State Legislature. It is understood that each employee who is a member of the bargaining unit, as defined in this Agreement, but is not a member of the Association shall be liable to contribute to said Association an amount equivalent to Association dues as are authorized, levied, and collected from the general membership of the Association in accordance with the provisions of Article 3 of this Agreement.

4.2. The County agrees to deduct an amount equal to the normal dues paid by Association members from the earnings of said employee who is not a member as their representative costs and remit such amount to the Association in the same manner as provided in Article 3 in regards to payroll deductions.

ARTICLE 5
TIME OFF FOR CSEA BUSINESS

5.1. The Association will designate the Unit President and will authorize this employee to deal with the Employer about employment conditions and adjustments of problems arising from this Agreement. The name of the Unit Officers shall be certified in writing to the Personnel Officer on an annual basis and/or as changes occur.

5.2. The Association shall designate six (6) Grievance Representatives who shall have the right, on behalf of the Association, to confer with employees regarding the terms and conditions of employment.

5.3. The six (6) designated Grievance Representatives shall be granted reasonable time off during working hours without loss of pay provided they give notice to the Department Head. Wherever possible, Grievance Representatives will give their Department Head or their designee twenty four (24) hours' notice. If conferring with an employee in another department, notice to that

Department Head shall also be required. The Grievance Representatives shall assure the Department Head that no interruption in the work of the employee is involved. Upon notice, permission may be withheld by the Department Head because of operating requirements, but such permission may not be withheld for more than 48 hours, except in emergencies. A written list of Association Grievance Representatives shall be furnished to the Personnel Officer immediately after their designation and the Association shall notify the Personnel Officer of any changes.

Officers or representatives designated to attend Labor/Management or Health Insurance Task Force meetings shall provide five (5) working days' notice to their Department Head or designee, wherever possible. Members of the CSEA Negotiating Team shall notify their immediate supervisor of any scheduled negotiation meetings as far in advance as possible.

5.4. The Association Local President shall receive one (1) day of leave per month to conduct CSEA business, as well as all above rights.

5.5. The County shall permit one person at a time for a total of twelve (12) days per year to attend the CSEA Board of Directors meetings with pay.

5.6. Delegates and officers of the Madison County Local of the CSEA shall be afforded a leave with pay to attend the two annual State meetings of the CSEA not to exceed a maximum of six (6) days per person per year and no more than six (6) people.

5.7. Association representatives, as designated above, shall be paid their regular salary at the straight time rate for conduct of authorized business that occurs during their normal working hours. If the conduct of authorized Association business extends beyond normal working hours, there shall be no additional pay.

5.8. A request for Association leave must be submitted to the employee's Department Head at least seven (7) days in advance. All requests for Association leave must be approved by the Department Head.

ARTICLE 6
VISITATION RIGHTS

Representatives of the Association shall have the right to visit at a mutually agreed upon time, any County facility where employees represented by the Association work for the purpose of adjusting grievances and administering the terms of this Agreement. Said representatives of the Association, where possible, shall receive the permission of the appropriate Department Head in advance of the visit.

ARTICLE 7
UNION RESPONSIBILITY

The CSEA agrees to do its utmost to see that its members perform their respective assigned duties, loyally, efficiently, and continuously under the terms of this agreement. The CSEA and the County employees covered hereby agree that they will respectively use their best endeavors to protect the

interests of the County, to conserve the property thereof, to protect the public, and give service of the highest quality to the County.

ARTICLE 8
NO STRIKE

The CSEA, for itself, and on behalf of the employees it represents, reaffirms that it does not have the right to strike and agrees not to engage in a strike, nor cause, instigate, encourage, or condone a strike.

ARTICLE 9
BULLETIN BOARDS

9.1. The County will make available to the Union designated space on a bulletin board in each building, for the posting of Union notices of a non-controversial nature relating to meetings or other Union business. The bulletin board space will at all times carry a label, device, or notice clearly identifying it as CSEA space (for use) and disclaiming Employer responsibility for any matters posted on it. The signature (or facsimile signature) of a duly authorized CSEA representative will be affixed to every CSEA notice posted on this space.

9.2. Such notices shall be approved by the appropriate Department Head prior to being posted.

9.3. Bulletin Boards will be provided in the following locations:

One at Lobby - County Office Building
One at Wampsville Garage
One at Highway Office Building
One at Morrisville Garage
One at Public Safety Building
One at each County Landfill site
One at Veterans' Memorial Building

ARTICLE 10
NON-DISCRIMINATION

10.1. The County agrees that there shall be no discrimination, interference, restraint, or coercion by the County against any employee or union representative because of membership in, or legitimate activity on behalf of, the union.

10.2. The CSEA agrees that its members and representatives shall not coerce employees with respect to union membership.

10.3. Neither the County nor the CSEA will discriminate against any employee, or applicant for employment in any matter relating to employment because of age, sex, race, creed, color, disability, national origin, military status, sexual orientation or marital status.

10.4. The Association without qualification knowingly waives its right to negotiate over any proposal or actual conduct of the County and waives its right to negotiate over the impact of any such conduct with respect to actions taken by, proposed by, or required of the County by the Americans with Disabilities Act or by regulations pursuant to the Act. However, the Association does not waive any rights to fairly represent bargaining unit members who become disabled over the life of this Agreement with regard to matters covered by the Americans with Disabilities Act.

10.5. For the purpose of reading this Agreement, the masculine gender shall include the feminine and the feminine gender shall include the masculine. Wherever the word "He" appears, read "He" or "She".

ARTICLE 11
INFORMATION

11.1. By January 31st of each calendar year, the County shall forward to the CSEA Regional Office, Local President, and to the Blue Collar Unit President one copy of the following information for each bargaining unit member: each employee's full name, home address, job title, department, CSEA insurance deduction, and date of hire.

11.2. On a quarterly basis, the County shall provide to the Local President and to the Blue Collar Unit President one list of all newly hired bargaining unit members indicating each employee's full name, department, and date of hire. In addition, the County shall provide a quarterly listing indicating the full name and department of those bargaining unit employees who terminate employment.

ARTICLE 12
MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the County are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the County; to determine the facilities, methods, means, and number of personnel required for conduct of County programs; to administer the Merit System including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy, and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with applicable law; and to discipline or discharge employees in accordance with applicable law and the provisions of this Agreement. All of these rights shall be recognized if not in conflict with the provisions of this Agreement.

ARTICLE 13
WORK RULES

13.1. The County may adopt, change or modify work rules necessary for safe, orderly, and efficient operation.

13.2. Employees shall comply with all work rules.

13.3. The County agrees to furnish each employee in the bargaining unit with a copy of all applicable written work rules. To the extent possible, as determined solely by the Department Head, said copies shall be distributed in advance of the work rule adoption or modification. New employees shall be provided with a copy of the applicable work rules at the time of hire.

ARTICLE 14
SENIORITY

14.1. Seniority Defined

Seniority means an employee's length of continuous service for the Employer from the employee's original date of hire as a regular full-time or regular part-time employee, as adjusted by the subtraction of any unpaid leave time whether authorized or not. Seniority shall be departmental. There shall be two (2) types of seniority in each department: (a) full-time and (b) part-time.

14.2. Seniority Acquisition

A regular full-time or regular part-time employee will acquire seniority after successfully completing the probationary period and such seniority will then date from the beginning of regular employment.

14.3. Seniority Loss

An employee shall forfeit all accrued seniority and, if reemployed subsequently, have only the status of a new employee under any of the following conditions:

(a) When the employee resigns from employment with the Employer and is not rehired within one (1) year, or

(b) When the employee is discharged for just cause, or

(c) When the employee retires, or

(d) When the employee fails to return to work at the expiration of an authorized leave of absence.

14.4. Seniority Retention

An employee will retain, but not accrue, seniority for two (2) years after layoff provided the Employer reemploys the employee during such time.

14.5. Seniority Application

Seniority will apply to:

(a) layoff and recall of non-competitive and labor class employees; and

(b) vacation time selection.

ARTICLE 15
LAYOFF AND RECALL

15.1. Layoff in the Competitive Class

The County, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, layoff and recall of competitive class employees shall be governed by the Civil Service Law and the Madison County Civil Service Rules.

15.2. Layoff in the Non-Competitive or Labor Class

15.2.1. The County, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees in a non-competitive or labor class job title, within a department, will be laid off in the following order:

(a) Temporary and probationary employees shall be laid off first.

(b) Thereafter, permanent employees having seniority shall be laid off in the inverse order of seniority, that is--last in, first out.

15.2.2. The County shall forward a list of those employees to be laid off to the CSEA Unit President on the same date that notices are issued to employees.

15.2.3. Employees to be laid off will have at least ten (10) days' notice of layoff or be paid in lieu of time.

15.2.4. When an employee in the non-competitive or labor class is laid off, he/she shall be permitted to exercise his/her seniority rights to replace the least senior employee in the same job title within his/her department only.

15.2.5. Thereafter, the replaced employee shall exercise his/her seniority rights to retreat to his/her last held permanent title in the non-competitive or labor class within his/her department only. The retreat process shall continue only within that department until the least senior employee

in the last affected job title is displaced and he/she shall be laid off and there shall be no further bumping, retreat, or displacement.

15.2.6. Employees who are laid off shall be placed on a recall list for the same title for the department from which they were laid off for a period not to exceed two (2) years from the date of layoff. If during the existence of a valid recall list a vacancy, which is to be filled, occurs then an employee will be recalled from layoff to the same title in the same department he/she was in at the time of layoff. Such recall shall be in the inverse order of layoff based upon seniority provided the employee is able to perform the work.

15.2.7. Notice of recall shall be sent to the employee at his/her last known address by registered mail and a copy sent to the CSEA Unit President. If the employee fails to notify his/her Department Head in writing of his/her intention to return within ten (10) working days from the date of notice, he/she shall be considered a quit and removed from the recall list. The County shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the County with his/her latest mailing address.

15.2.8. An employee who is recalled from layoff shall have his/her previously earned and unused sick leave restored to him/her not including any sick leave days paid in accordance with Article 43 of this Agreement. Previously earned and unused personal leave shall also be restored in the event of recall from layoff.

15.2.9. Temporary or probationary employees who have been laid off shall have no recall privileges.

ARTICLE 16
REHIRED EMPLOYEES

16.1. Those employees who voluntarily leave the employment of Madison County and who are rehired to work for the County within one (1) year of termination shall have his/her accrued seniority restored. There shall be no accrual of seniority while the individual is absent from County employment. An employee who is rehired within the provisions, as described above, shall have their original date of hire adjusted by the subtraction of any time not in the employment of the County. For example, if an employee had an original hire date of January 1, 1975 and left County employment on January 1, 1981 and was subsequently rehired by the County on July 1, 1981, the employee's adjusted hire date would be July 1, 1975 for purposes as they relate to the collective bargaining agreement only.

16.2. An employee shall forfeit all accrued seniority and have only the status of a new employee if he/she is not rehired in any county department within one (1) year from the date of separation.

16.3. An employee rehired under the provisions, as described above, will begin accruing personal leave, sick leave and vacation leave as if they were a newly hired employee. Prior seniority will not be credited towards the accrual of leave time nor used for the purposes of promotion.

ARTICLE 17
VACANCIES IN A DEPARTMENT

17.1. For purposes of this Agreement, a vacancy shall be defined as any permanent, regular payroll position in the non-competitive or labor class approved for hiring on a permanent basis. Vacancies in the competitive class will not be posted if an eligible list exists or if a test has been given and the results are pending.

17.2. Vacant positions shall be posted by the Personnel/Civil Service Department for ten (10) calendar days at appropriate work sites within the County. The posting notice shall consist of the job title, location of the vacancy, a brief description of the job duties, required minimum qualifications for appointment, salary or hourly rate, other necessary information regarding the vacancy (i.e. shift work, schedule), and last date for filing bids.

17.3. Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by filing a Job Bid Form and a current Madison County employment application with the Personnel/Civil Service Department.

To be considered for the vacancy, the bid and completed Madison County employment application must be post-marked or received in the Personnel/Civil Service Department no later than the close of business on the last day for filing bids.

Interested bidders must meet the minimum qualifications for the vacant position at the time they submit their bid and application.

17.4. The Personnel/Civil Service Department shall forward a list of the interested bidders to the Department Head. Bargaining unit bidders shall be given first consideration for the vacancy. Selection from amongst bargaining unit employees will be on the basis of qualifications and seniority. The County may also fill the vacancy from outside the bargaining unit, as the County deems appropriate, if the outside applicant possesses greater qualifications and experience, as reasonably determined by the County, than a present employee bidding for the vacancy. Selection shall be the responsibility of the Department Head who may temporarily fill a vacancy pending compliance with the posting and bidding provisions of this Article.

ARTICLE 18
PERSONNEL FILES

18.1. Employees will receive copies of material placed in the official personnel files of their department relating to their performance as an employee.

If the employee did not receive a copy of material placed within their personnel file, the employer shall remove any adverse material at the employee's request.

18.2. Employees shall have the right, upon reasonable notice to their Department Head, to review their files in the presence of an appropriate agent of the Employer and to copy and answer, in writing, anything deemed adverse. The written answer, if any, shall be placed in the file.

18.3 The County and the CSEA realize that employees need recognition, opportunities for growth, and a sense of achievement in their work. Department Heads and supervisors are therefore encouraged to use positive reinforcement and to document favorable performance results in the employee's personnel file.

ARTICLE 19
PROBATIONARY PERIOD

Probationary periods will be administered in accordance with provisions of the Madison County Civil Service Rules. The Department Head shall provide each probationary employee a written notice specifying the duration of the probationary period. The County encourages a Department Head/designee to meet periodically with an employee during their probationary period to evaluate their progress and provide a written summary of their progress to the employee.

ARTICLE 20
REPORTING EMPLOYEE ABSENCES

20.1. All employees are required to report all absences from work to a telephone number designated by their appropriate Department Head/designee no later than one half (1/2) hour prior to the time the employee is expected to report to work.

20.2. The inability to meet the above reporting requirements due to special circumstances or unreported absences due to snow storms, natural disasters, or other major calamities, if supported by reasons acceptable to the Department Head, may be excused and will not result in disciplinary action.

ARTICLE 21
EMPLOYEE ADDRESS AND TELEPHONE NUMBER

21.1. It shall be the responsibility of an employee to keep the Employer informed of his/her current address and telephone number where he/she can be notified of emergencies, changes in schedules, disciplinary actions, overtime assignments, and other matters.

21.2. All employees shall be required, as a condition of continued employment, to obtain and to maintain an operating telephone in their place of residence. Newly hired employees shall have sixty (60) days from their date of hire to comply with this requirement. Exceptions to the telephone requirement may be granted by the Department Head or Personnel Officer on the basis of documented financial hardship.

21.3. Employee telephone numbers that are unlisted shall be held in strict confidence by the employer and used for no other purpose than contact by the employer.

ARTICLE 22
WORK HOURS

22.1. Highway and Landfill Employees

22.1.1. The work hours shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week. During the five (5) day workweek period, the workweek shall be Monday through Friday in the Highway Division. At the Landfill, the workweek shall be Tuesday through Saturday or Monday through Friday in accordance with the Memorandum of Understanding on this subject.

22.1.2. During a designated period occurring between May 1 - October 31 of each year, the Highway Superintendent shall adopt a compressed forty (40) hour per week schedule in the Highway Division consisting of ten (10) hours per day and four (4) consecutive days per week. Employees shall be provided a minimum of one (1) week's advance notice before both the commencement and termination of such compressed work schedule. An employee can choose to not participate in the compressed workweek schedule upon written agreement by both the Highway Superintendent and said employee. A formal discussion will occur with the Highway Superintendent, said employee and CSEA Unit President before anything is committed to writing. The employee and the Highway Superintendent have the unilateral ability to end the 5-day work week by providing written notice to each other at least five (5) days in advance of the desire to move back to a compressed workweek.

22.1.3. A one-half (1/2) hour per day unpaid lunch period is not included in the forty (40) hour workweek. When Landfill employees are directed and authorized to work through their lunch break, they shall be compensated for the additional time worked.

22.2. County Complex Employees

The work hours for full-time employees in the Health Department, Maintenance Department, and the Department of Social Services shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week. A one-half (½) hour per day unpaid lunch hour is not included in the forty (40) hour workweek.

22.3. Public Safety Building (Cooks)

The work hours shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week. A one-half (1/2) hour per day paid lunch is included in the forty (40) hour workweek.

22.4. The above work hours shall apply with the exception of emergencies declared by the Department Head.

22.5. All employees are required to report to work at the scheduled time.

22.6. When employees in the Highway Department are assigned to work the compressed four (4) day workweek, all paid leave accruals shall be converted to hourly units and one (1) hour of paid leave time shall be charged for each hour of work absence.

Subject to the requirements of Article 31.5, the eight (8) hour floating holiday may be used during the compressed workweek when combined with two (2) hours of either personal leave or compensatory time.

22.7. Highway, Landfill, and County Complex employees shall receive two (2) consecutive days off in any seven (7) day period.

ARTICLE 23
CHANGE IN WORKDAY OR SHIFT

Any employee whose work shift has a change from his/her normal workday or shift shall be given at least seventy-two (72) hours advance notice by his/her Department Head except in the event of an emergency condition, as determined solely by the Department Head.

ARTICLE 24
WAGE RATE

24.1. Definition – Regular Compensation Rate

The regular compensation rate is that reflected in the salary schedule included herein. Said regular compensation rate does not include any additional or premium compensation.

24.2. Definition – Premium Compensation

Premium compensation is that compensation which is in addition to the employee's regular compensation rate, as defined herein. Such compensation is included, but is not limited to, overtime premium compensation and longevity payments.

24.3. Premium Compensation Limitation

Each type of compensation described in the Agreement shall be considered and computed separately. Premium compensation shall not be pyramided or compounded except as may be required for overtime pay in accordance with the provisions of the Fair Labor Standards Act.

ARTICLE 25
REGULAR COMPENSATION RATES

25.1. Tier I

Employees with six (6) years of continuous service shall be compensated in accordance with the hourly rate schedule below.

2014 Tier I wage rates will increase by $0.35/hour in 2015. A 2.0% wage increase shall be applied to Tier I wage rates on April 13, 2016. A 2.0% wage increase shall be applied to Tier I wage rates on January 1, 2017. A 2.25% wage increase shall be applied to Tier I wage rates on

January 1, 2018. A 2.0% wage increase shall be applied to Tier I wage rates on January 1, 2019. No retroactivity will be paid under this Agreement (refer to Article 55).

On April 13, 2016, the titles of Highway Crew Supervisor, Senior Highway Crew Supervisor, and Tree Trimming Supervisor shall be increased by 2.0% like all other titles and then be increased by $0.50/hour.

Job Classification	2015	4/13/2016	1/1/2017	1/1/2018	1/1/2019
Sr. Highway Crew Supervisor	24.89	25.89	26.41	27.00	27.54
Head Automotive Mechanic	24.89	25.39	25.90	26.48	27.01
Highway Crew Supervisor	23.67	24.64	25.13	25.70	26.21
Tree Trimming Supervisor	23.67	24.64	25.13	25.70	26.21
Automotive Mechanic	22.63	23.08	23.54	24.07	24.55
Automotive Mechanic/Painter	22.63	23.08	23.54	24.07	24.55
Automotive Mechanic/Welder	22.63	23.08	23.54	24.07	24.55
Building Maintenance Mechanic	22.63	23.08	23.54	24.07	24.55
Sign Fabricator	22.63	23.08	23.54	24.07	24.55
Welder	22.63	23.08	23.54	24.07	24.55
Assistant Sign Fabricator	22.37	22.82	23.28	23.80	24.28
Heavy Equipment Operator	22.37	22.82	23.28	23.80	24.28
Stock Room Clerk	22.37	22.82	23.28	23.80	24.28
Painter	22.37	22.82	23.28	23.80	24.28
Tree Trimmer	22.37	22.82	23.28	23.80	24.28
Motor Equipment Operator	21.79	22.23	22.67	23.18	23.64
Weigh Station Operator	21.79	22.23	22.67	23.18	23.64
Sr. Building Maintenance Worker	21.20	21.62	22.05	22.55	23.00
Work Program Crew Leader	21.20	21.62	22.05	22.55	23.00
Building Maintenance Worker	20.67	21.08	21.50	21.98	22.42
Head Cleaner	20.41	20.82	21.24	21.72	22.15
Head Cook	19.60	19.99	20.39	20.85	21.27
Solid Waste Attendant	19.32	19.71	20.10	20.55	20.96
Cook	18.62	18.99	19.37	19.81	20.21
Home Health Aide	18.49	18.86	19.24	19.67	20.06
Laborer	18.49	18.86	19.24	19.67	20.06
Cleaner	17.36	17.71	18.06	18.47	18.84

25.2. Tier II

Employees with fewer than six (6) years of continuous service shall be compensated in accordance with the hourly rate schedule below. The hourly rate calculated each January 1st shall be ten percent (10%) less than the corresponding Tier I rate.

Job Classification	2015	4/13/2016	1/1/2017	1/1/2018	1/1/2019
Sr. Highway Crew Supervisor	22.40	23.30	23.77	24.30	24.79
Head Automotive Mechanic	22.40	22.85	23.31	23.83	24.31
Highway Crew Supervisor	21.30	22.18	22.62	23.13	23.59
Tree Trimming Supervisor	21.30	22.18	22.62	23.13	23.59
Automotive Mechanic	20.37	20.77	21.19	21.66	22.10
Automotive Mechanic/Painter	20.37	20.77	21.19	21.66	22.10
Automotive Mechanic/Welder	20.37	20.77	21.19	21.66	22.10
Building Maintenance Mechanic	20.37	20.77	21.19	21.66	22.10
Sign Fabricator	20.37	20.77	21.19	21.66	22.10
Welder	20.37	20.77	21.19	21.66	22.10
Assistant Sign Fabricator	20.13	20.54	20.95	21.42	21.85
Heavy Equipment Operator	20.13	20.54	20.95	21.42	21.85
Stock Room Clerk	20.13	20.54	20.95	21.42	21.85
Painter	20.13	20.54	20.95	21.42	21.85
Tree Trimmer	20.13	20.54	20.95	21.42	21.85
Motor Equipment Operator	19.61	20.01	20.40	20.86	21.28
Weigh Station Operator	19.61	20.01	20.40	20.86	21.28
Sr. Building Maintenance Worker	19.08	19.46	19.85	20.30	20.70
Work Program Crew Leader	19.08	19.46	19.85	20.30	20.70
Building Maintenance Worker	18.60	18.97	19.35	19.78	20.18
Head Cleaner	18.37	18.74	19.12	19.55	19.94
Head Cook	17.64	17.99	18.35	18.77	19.14
Solid Waste Attendant	17.39	17.74	18.09	18.50	18.86
Cook	16.76	17.09	17.43	17.83	18.19
Home Health Aide	16.64	16.97	17.32	17.70	18.05
Laborer	16.64	16.97	17.32	17.70	18.05
Cleaner	15.62	15.94	16.25	16.62	16.96

25.3. Hire Rate

All new employees hired after the effective date of this Agreement will be hired at fifty cents ($.50) per hour less than the regular hourly rate. Upon successful completion of one (1) continuous year of service, the employee will receive the regular hourly wage rate.

25.4. Administration of Tier II

After successful completion of three (3) continuous years of service, the employee shall receive a five percent (5%) increase on their regular hourly rate.

After successful completion of six (6) continuous years of service, the employee shall receive the Tier I regular hourly rate for their job classification.

ARTICLE 26
LONGEVITY PREMIUM

26.1. In addition to an employee's regular compensation rate, each employee covered by this Agreement shall receive longevity payments based upon their years of service with the County. For the purpose of this Article, years of service shall be determined in accordance with Article 14.1. – Seniority Defined.

26.2. Longevity payments will be made in equal installments each pay day in accordance with the appropriate schedule below.

26.3. Employees covered by this Agreement hired prior to January 1, 1985 shall receive longevity payments in accordance with the following schedule:

Completed Years of Continuous Service	Annual Longevity Pay for Full-Time Employees
After 5 years	$200
After 10 years	An additional $400
After 15 years	An additional $400
After 20 years	An additional $500
After 25 years	An additional $500

26.4. Employees covered by this Agreement hired on or after January 1, 1985 shall receive longevity payments in accordance with the following schedule:

Completed Years of Continuous Service	Annual Longevity Pay for Full-time Employees
After 10 years	$200
After 15 years	An additional $250
After 20 years	An additional $300
After 25 years	An additional $350

ARTICLE 27
OVERTIME PREMIUM

27.1. The County will pay one and one-half (1 1/2) times the regular hourly rate of pay in accordance with the provisions of the Fair Labor Standards Act for all authorized hours of work in excess of forty (40) hours in a workweek.

27.2. Compensatory Time

27.2.1. In lieu of paid overtime, an employee may choose to accrue compensatory time at the rate of one and one-half (1 1/2) times all authorized hours worked in excess of forty (40) hours in a workweek. Such compensatory time election shall be made by an employee for six month intervals during the calendar year, that is, January 1 to June 30 and July 1 to December 31. In 2012, the election the employee made through December 31, 2011 shall carry over through June 30, 2012. If an employee does not elect to earn compensatory time, they shall only be eligible to earn overtime pay during the specific six month interval. Compensatory time off shall not be combined with overtime pay except when an employee reaches the maximum compensatory time accumulation in 27.2.4. below.

27.2.2. Compensatory time must be requested at least forty-eight (48) hours in advance from the Department Head or his/her designee. Compensatory time shall not be unduly denied; however, the Department Head or his/her designee shall have the right to limit the number of employees using compensatory time according to work requirements.

27.2.3. Compensatory time will be accrued in one-quarter (1/4) hour units and may not be used in less than one (1) hour units.

27.2.4. Employees may not bank more than sixty (60) hours of compensatory time at any given time.

27.2.5. Accrued compensatory time shall be cashed out on an annual basis. In the first paycheck of each calendar year, compensatory time accrued, as of December 31 of the previous year, shall be paid at the hourly rate in effect on said December 31.

27.3. Up to sixteen (16) hours of compensatory time, holiday compensatory time, personal leave, or vacation in a normal workweek shall be considered as time worked for the purposes of determining eligibility for overtime premium pay. Sick leave shall not be included as time worked in determining eligibility for overtime premium pay.

ARTICLE 28
CALL-IN

28.1. When an employee, after leaving his/her place of work, is called in and reports for work other than during his/her regularly scheduled work time, such employee shall be guaranteed a minimum of three (3) hours work or a minimum of three (3) hours compensation.

28.2. Employees shall be paid any applicable premium or overtime pay for all time actually worked.

28.3. The unworked portion of the guaranteed three (3) hours, if any, shall be paid at the regular straight time rate.

ARTICLE 29
SHIFT DIFFERENTIAL

29.1. In departments where shift work applies, shifts will be designated as first shift, second shift, and third shift.

29.2. A shift differential premium of thirty (30) cents per hour shall be paid for all hours worked by an employee when a majority of his/her regularly scheduled shift hours occur during the second shift.

A shift differential premium of thirty-five (35) cents per hour shall be paid for all hours worked by an employee when a majority of his/her regularly scheduled shift hours occur during the third shift.

29.3. In the event that an employee is required to work into the second and third shift, that employee shall receive shift differential for all hours worked during the second or third shift without regard to the number of hours worked.

ARTICLE 30
PAYROLL

Employees shall be paid on a biweekly basis.

ARTICLE 31
HOLIDAYS

31.1. Designation

Employees will receive the following holidays:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday
Labor Day	½ day off before Christmas

When it is impossible to allow one-half (½) day off before Christmas, a compensatory one-half (½) day will be given within six (6) weeks. In the Highway Department, when it is impossible to allow one-half (½) day off before Christmas, a compensatory one-half (½) day will be given

within six (6) months.

31.2. Holiday Observance

Holidays which fall on Saturday will be observed the day before on Friday and holidays which fall on Sunday will be observed the day after on Monday. In the Landfill, the Department Head shall designate the day to be observed as the holiday. Martin Luther King Day and Presidents' Day will be observed on Holy Thursday and Good Friday in the Highway Department.

31.3. Holiday Pay

Employees who do not work on a holiday shall receive holiday pay computed at their regular straight time hourly rate of pay for the number of hours for which they are normally scheduled to work on a regular workday.

When a holiday is observed on a Monday, Landfill employees who do not work on the holiday shall receive holiday pay computed at their regular straight time hourly rate of pay for the number of hours for which they are normally scheduled to work on a regular workday or, at the option of the employee, he/she shall accrue equivalent compensatory time off. Notice to accrue compensatory time off must be received by the Employer prior to the holiday.

Except as stated below, in the event an employee is required to work on one of the above paid holidays as a part of his/her regularly scheduled workweek, that employee shall receive their holiday pay and equivalent compensatory time off in lieu of the holiday or double time pay for the holiday worked and no compensatory time off in lieu thereof. Holiday compensatory time may be requested within ten (10) working days in advance of the requested leave.

In the event an employee is required to work on Thanksgiving Day, Christmas Day, or New Year's Day, that employee shall receive their regular holiday pay and compensatory time off at time and one-half (1 1/2) for the holiday worked or double time and one-half (2 1/2) pay for the holiday worked and no compensatory time off in lieu thereof.

If an employee elects to take compensatory time off in lieu of holiday pay, he/she shall have six (6) months to liquidate same. If the elected compensatory time is not taken within six (6) months, the employee will then be paid their holiday pay calculated on the basis of the rate earned by the employee at the time the compensatory time off was accrued.

31.4. Holiday Eligibility Requirement

In order to be eligible for holiday pay, as defined in this Article, the employee must actually work his/her last scheduled workday prior to the holiday and his/her first scheduled workday subsequent to the holiday. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of authorized vacation leave, personal leave, compensatory time off, sick leave, or other approved paid leave time. In the event that an employee has established a pattern of using sick leave immediately prior to or subsequent to holidays, the Department Head may request a physician's statement to verify the employee's sickness. Failure by

the employee to comply with the request may result in forfeiture of holiday pay.

31.5. Floating Holiday

Prior to utilizing the floating holiday, an employee covered by this Agreement must have been continuously employed for at least six (6) months. A new employee hired in June of a calendar year shall have until January 31st of the following year to utilize their floating holiday. In order to use the floating holiday, an employee must notify the Department Head or his/her designee in writing at least twenty-four (24) hours in advance of the requested date. The floating holiday shall not be unduly denied. However, the Department Head/designee shall have the right to limit the number of employees using the floating holiday according to work requirements.

ARTICLE 32
PERSONAL LEAVE

32.1. Full-time employees covered by this Agreement shall receive personal leave days in accordance with the provisions of this Article.

32.2. FOR FULL-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1985 On January 1 of each year, each full-time employee shall be credited with 40 hours of personal leave.

FOR FULL-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1985 On January 1 of each year, each full-time employee shall be credited with 24 hours of personal leave.

FOR NEWLY HIRED FULL-TIME EMPLOYEES Full-time employees hired between January 1 - June 30 inclusive shall receive 16 hours of personal leave at the time of hire. Full-time employees hired between July 1 - September 30 inclusive shall receive 8 hours of personal leave at the time of hire. Full-time employees hired between October 1 - December 31 inclusive shall receive no personal leave at the time of hire.

32.3. On December 31 of each year all unused personal leave will be converted to sick leave. This provision is not intended to increase the maximum sick leave allowance set forth in Article 33.2.

32.4. Employees on unpaid status which does not allow for the accrual of personal leave during all or any part of the preceding calendar year shall receive the pro rata amount of personal leave to which such employee would otherwise be entitled.

32.5. Personal leave is to be used for personal business including religious observance. Except in urgent emergencies, employees must request personal leave in writing at least twenty-four (24) hours in advance from the Department Head or his/her authorized designee. In the event of an urgent emergency, the employee may call-in no later than one-half (1/2) hour prior to the time that the employee is expected to report to work to utilize personal leave. Personal leave shall not be unduly denied, however, the Department Head shall have the right to limit the number of employees on personal leave according to work requirements.

32.6. Personal leave may not be taken in less than one (1) hour units.

32.7. Personal leave may not be used to extend vacations. Personal leave may not be substituted for sick leave except when an employee has no remaining sick leave accruals.

ARTICLE 33
SICK LEAVE

33.1. Full-time employees hired prior to March 8, 1988 shall earn sick leave credits at the rate of 8 hours per calendar month of service. Effective the full month following the ratification of this Agreement by both parties, full-time employees hired on or after March 8, 1988 who have 144 hours of sick leave or more accrued on the day of the month that sick leave is awarded shall accrue eight (8) hours of sick leave for their prior month of service. Full-time employees hired on or after March 8, 1988 who have fewer than 144 hours of sick leave accrued on the day of the month that sick leave is awarded shall accrue four (4) hours of sick leave for their prior month of service. Once an employee achieves 144 hours of accrued sick leave, they shall continue to receive (8) hours of sick leave for their prior month of service regardless of future sick leave accrual balances. At least one (1) month of employment is required prior to use of earned sick leave credits. Sick leave credits shall be earned on the 1st day of the calendar month when a full-time employee remained on full pay status for at least 10 working days during the prior month.

33.2. Unused sick leave credits shall accumulate but only up to a maximum of 1600 hours. Upon attaining the maximum accumulation, sick leave is no longer earned.

33.3. In addition to sick leave used for illness of the employee, sick leave may be used for illness in the employee's immediate family not to exceed 120 hours per year.

When use of sick leave is required for a qualifying event under the Family and Medical Leave Act (FMLA), the employee must comply with the County's policy and procedures on the FMLA.

33.4. When an employee must be absent on sick leave, the employee is required to notify his/her Department Head/designee no later than one half (1/2) hour prior to the start of his/her shift. Sick leave credits shall not be granted unless such report is made, but instead shall be considered as unauthorized time off without pay. An employee shall not work for another employer during the eight hour period they are utilizing sick leave.

33.5. Sick leave requests for less than one-half (1/2) hour units shall not be approved.

33.6. In case of absence of three (3) consecutive work days, a physician's statement verifying the employee's incapacity or inability to perform job duties may be required. If the employee fails to submit sufficient proof of illness when required to do so, such absence shall be considered time off without pay. Upon return from sick leave of thirty (30) days or more, the employee shall submit to the Department Head a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his/her assignment. No employee will be allowed to return to work who has failed to present such physician's statement.

33.7. Attendance Incentive

As an incentive for members of this unit to reduce excessive absenteeism and to foster high standards of productivity and accountability among said members, the County agrees to grant regularly scheduled full-time employees covered by this Agreement an annual attendance bonus of $125 to be paid to those employees who use a total of twenty four (24) hours or fewer on no more than four (4) different days during each calendar year of this Agreement, not including those days used while on duty incurred injury/illness compensation. In order to be eligible, employees must be on full duty status, as defined in Section 33.1. above, during the entire calendar year period.

33.8. Between November 1 and December 1 of each year of the Agreement, those full-time employees with over 800 hours of accrued sick leave may submit a request, on a form prescribed and distributed by the Personnel Officer, to the Department Head for "Buy-Back" of accrued sick leave up to a maximum of 240 sick leave hours per year. Such "Buy-Back" will be at fifty percent (50%) of the employee's regular salary or hourly wage and issued in a separate check no later than December 20th of each year of the Agreement and the employee's sick leave accruals will be adjusted accordingly.

ARTICLE 34
VACATION

34.1. An employee shall earn vacation leave credits in accordance with the following schedule:

Completed Years of Continuous Employment	Hours (Per Year) for Full-Time Employees
After 1 Year	80 Hours
After 5 Years	120 Hours
After 10 Years	128 Hours
After 11 Years	136 Hours
After 12 Years	144 Hours
After 13 Years	152 Hours
After 14 Years and Over	160 Hours

34.2. Vacation hours shall be credited on the anniversary date of employment as adjusted in accordance with Article 14.1. – Seniority Defined.

34.3. All requests for vacation leave must be approved by the Department Head or his/her designee. For vacation leave requests of 24 consecutive hours or more, the employee must file a written request for vacation leave with the Department Head or his/her designee at least ten (10) days in advance of the requested leave. For vacation requests of less than 24 consecutive hours, the employee must file a written request for vacation leave with the Department Head or his/her designee at least 48 hours in advance of the requested leave. Exceptions may be granted by the Department Head or designee.

34.4. Vacation pay will be at the employee's regular compensation rate.

34.5. In cases where an employee has exhausted his/her personal leave, employees may take vacation in one (1) hour units with Department Head/designee approval.

34.6. It is expected that all employees qualifying for vacations shall take their vacation time off. However, upon request by the employee and subject to approval by the Department Head, unused vacation leave may be carried over from anniversary year to anniversary year, but in no instances will accumulation of vacation leave in excess of 320 hours be permitted.

34.7. Holidays falling within the vacation leave period shall not be charged to vacation leave used. An employee is not entitled to utilize sick leave credits during the vacation leave period unless the employee provides written verification of hospitalization.

34.8. In the case of an emergency as determined by the Department Head, the Department Head may cancel and reschedule any or all approved vacations in advance of their being taken. The Department Head shall also have the right to limit the number of employees on vacation leave according to work requirements.

34.9. Vacation Buy Back

Full-time employees covered by this Agreement may receive pay in lieu of vacation time, subject to the following conditions: (A) Requests must be in writing to the Department Head, (B) Requests must be made for full day time periods, (C) Requests will be limited to a 240 hour maximum, (D) only one (1) request per employee per calendar year will be considered, (E) Pay in lieu of vacation will be made at the employee's regular rate, (F) Requests must be submitted thirty (30) working days prior to the date of payment, (G) Requests may be canceled by written notice no later than ten (10) working days prior to the date of payment.

ARTICLE 35
BEREAVEMENT LEAVE

35.1. In the event of a death in the employee's immediate family, bereavement leave of up to 24 work hours (30 work hours during a 4 day/10 hour shift workweek) shall be granted to full-time employees. Part-time employees shall be eligible for up to 16 work hours of paid bereavement leave.

Immediate family shall be defined as: mother, father, husband, wife, son, daughter, grandmother, grandfather, granddaughter, grandson, sister, brother. The above terms shall include natural, in-law, and step relations.

35.2. Employees requesting Bereavement Leave may be asked for proof of relationship and/or proof of death. Failure to comply with said request will result in loss of bereavement pay.

ARTICLE 36
MILITARY SERVICE LEAVE

Any employee who is a member of a reserve force of the United States or this state and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity with no loss of time or pay not to exceed a total of 240 hours or 176 working hours, whichever is greater, per calendar year, as provided by law. The employee shall provide to the Employer a copy of the employee's military orders at least two (2) weeks prior to going on such leave in the event of scheduled military duty or upon return to work in the event of emergency military duty.

ARTICLE 37
JURY DUTY AND COURT ATTENDANCE

37.1. Employees shall be granted a leave of absence with pay when they are required to report for jury duty or to attend court pursuant to a subpoena or other court order not as a party to the litigation. The employee shall also be allowed to keep the remuneration provided by the Court. The employee must notify his/her Department Head of jury selection or receipt of subpoena or court order no later than his/her first scheduled shift following receipt of the notice.

37.2. If the employee is excused by the court and at least three (3) hours are remaining in the employee's regularly scheduled workday, the employee shall report to work.

ARTICLE 38
HEALTH INSURANCE/DISABILITY BENEFITS

38.1. Preferred Provider Organization (PPO) Health Plan

FOR ALL FULL-TIME EMPLOYEES The County shall contribute ninety percent (90%) of the premium cost for individual medical coverage and individual dental coverage. The County shall contribute sixty percent (60%) of the premium cost for dependent medical coverage. The County shall contribute fifty percent (50%) of the premium cost for dependent dental coverage.

38.2. Health Maintenance Organization

The County shall offer each full-time employee and his/her dependents the option of participation in a health maintenance organization (HMO) in lieu of participation in the PPO health plan. The County will contribute the same dollar amount each month towards HMO coverage as towards the PPO health plan when the HMO is more expensive than the PPO plan. Otherwise, the contributions described above are applicable.

38.3. High Deductible Health Plan and Health Savings Account

The County shall offer each full-time employee and his/her dependents the option of participation in a high deductible health plan (HDHP), with a health savings account (HSA), in lieu

of participation in the PPO health plan. The County will contribute the same dollar amount each month towards HDHP coverage as towards the PPO health plan when the HDHP is more expensive than the PPO plan. Otherwise, the contributions described above are applicable.

The first year that an employee enrolls in the HDHP, beginning January 1, 2016, a HSA will be 100% funded by the County at a rate equivalent to the deductible for the plan. The second year that an employee enrolls in the HDHP, a HSA will be 75% funded by the County at a rate equivalent to the deductible for the plan. The third year, and every year after, that an employee enrolls in the HDHP, a HSA will be 50% funded by the County at a rate equivalent to the deductible for the plan.

If an employee elects to alter plan coverage throughout their career, they will not be permitted to receive 100% or 75% HSA funding more than one time each in their career beginning in 2016.

HSA money will be available to employees in quarterly installments on the first business day of the quarter. These are the days between and including Monday to Friday and do not include public holidays and weekends. The installments shall be made in equal distributions each quarter.

38.4. Cost Control Measures

38.4.1. Employees and their dependents shall not be eligible for double coverage at any time under the County's health insurance plans.

38.4.2. The County reserves the right to institute cost containment measures relative to insurance coverage. Such measures may include, but are not limited to, mandatory second opinions for surgery, pre-admission and continued admission review, prohibition on weekend hospital admissions, except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

38.4.3. The County reserves the right to change insurance carriers, or to self-insure, provided the level of benefits are equivalent to or better than those being realized at the time of change. In the event the County considers an alternative health coverage plan, the County agrees to convene a committee to study such action and agrees to include CSEA representation on such committee.

38.4.4. Each full-time employee eligible for participation in the health insurance plan may elect to refuse participation and provide for their own health insurance. Such election shall be on a standard form to be prescribed and distributed by the County Treasurer. The County will place $83.33 in an account for each month that the employee is eligible but does not elect coverage. The employee will receive the funds so accumulated by December 15th of each year and upon termination of employment. In the event that the employee opts to return to participation in the County health insurance plan, he/she may do so only in accordance with the procedures established by the insurance carrier or HMO.

38.5. Disability Benefits for Full-Time Employees

38.5.1. The County shall provide a disability insurance program. The County shall contribute one-hundred percent (100%) of the cost of employee coverage of said disability plan.

38.5.2. The County reserves the right to change insurance carriers, or to self-insure, provided the level of benefits are equivalent to or better than those being realized at the time of change.

38.6. Section 125 Plan

38.6.1. The County will provide a plan in compliance with Section 125 of the Internal Revenue Code. The plan will provide for employees to make pre-tax deductions for the purposes of premium conversion, health care reimbursement accounts, and/or dependent care reimbursement accounts. The maximum amount of contributions to the health care reimbursement account and the dependent care reimbursement account shall be established by the County. If an employee has terminated County employment, they can only file for reimbursement through the plan, subject to the time limitations of the plan, for services received during their period of employment up to the amount deducted from their payroll during their period of employment that calendar year. Unclaimed contributions by terminated employees or by employees who did not file for reimbursement during the specified time period shall be used to pay the administrative costs of the plan. An employee who has terminated County employment for any reason and who has claimed more in reimbursements than they have contributed to that date shall be sent a request to reimburse said amount back to the County.

38.6.2. The County reserves the right to change plan administrators or to self-administer the plan to provide for the existing payroll deductions in compliance with Section 125 of the Internal Revenue Code.

ARTICLE 39
RETIREMENT

39.1. The County agrees to provide Section 75(i) of the New York State Retirement and Social Security Law on a non-contributory basis for Tier 1 and Tier 2 Retirement System members covered by this Agreement.

39.2. The County agrees to provide the applicable provisions of Articles 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and Tier 4 Retirement System members covered by this Agreement. Such members are required by law to contribute three percent (3%) of their annual earnings to the Retirement System for ten (10) years from their date of membership in the system.

39.3. The County agrees to provide Section 41(j) of the New York State Retirement and Social Security Law on a non-contributory basis for all Retirement System members covered by this Agreement. Section 41(j) allows for unused sick leave credits to be applied as additional service credit upon retirement.

ARTICLE 40
LEAVES FOR COMPENSABLE INJURY OR OCCUPATIONAL ILLNESS

40.1. The County shall provide Workers' Compensation Insurance in compliance with New York State Workers' Compensation Law for an employee who is injured as a result of employment with the County.

40.2. Any employee who is unable to perform the duties of his/her employment because of a compensable injury or illness, as defined in the Workers' Compensation Law, received or contracted in the service of the employer, and who receives Workers' Compensation benefits, shall receive a leave for compensable injury or illness in accordance with Section 71 of the Civil Service Law.

40.3. Employees at the time of injury will be offered by the Department Head to elect a choice of either option (i) or option (ii) listed below. Such election of options must be done in writing and if no option is elected by the employee in writing they will be assigned option (i) until such written election is received by the Department Head.

Option (i) - The employee collects weekly benefits from the compensation insurance carrier as prescribed by the New York State Workers' Compensation Law. The employee would not draw sick leave even though he/she might be eligible, OR

Option (ii) - The employee collects sick pay from the County for the period of unused sick leave and then, if necessary, transfers to Workers' Compensation benefits for the duration of the employee's inability to work. The County Personnel Officer would file with the Workers' Compensation Board for reimbursement to the extent of the employee's Workers' Compensation award for the period covered by sick leave pay. The employee's sick time would be pro-rated by dividing the amount of reimbursement obtained by the employee's daily salary (see example below) and would be reinstated after two (2) weeks of continuous employment, subject to reimbursement from the compensation insurance carrier.

EXAMPLE: Weekly salary - $150
Workers' Compensation Award - $60

Reinstate credits for sick days (rounded to nearest half day) based on the pro-rated share of Workers' Compensation reimbursement, divided by sick pay (60/30 per day = 2 days sick time reinstated). In this example, if the employee were paid five (5) days sick pay, 2 would be reinstated.

40.4. The County reserves the right to change insurance carriers or to self-insure for Workers' Compensation benefits.

40.5. Employees that are injured while in the performance of their job and are excused from work to rest at home or consult with a medical provider will be paid for their regularly scheduled hours through the remainder of that workday.

ARTICLE 41
UNIFORM ALLOWANCE

41.1. The County will provide coverall service to employees in the Highway Department and in the Department of Solid Waste and Sanitation who the County determines require such service.

41.2. The County will provide laundry service for all employee-owned coveralls at no charge to the employee.

41.3. Each full-time Home Health Aide shall be required to wear a uniform approved and provided by the County. The County shall determine the style and color of uniforms to be worn.

41.4. At the beginning of each construction season, the County will provide two tee shirts to each continuing employee who works on a road crew in the Highway Department. The County will provide three tee shirts to each new employee who did not receive them the previous year. The County shall determine the color of tee shirts to be worn.

ARTICLE 42
MILEAGE

All employees covered by this Agreement, when authorized by their Department Head to use their own vehicles for the express purpose of conducting County business for job-related duties, shall be reimbursed at the current IRS rate. The County will also reimburse the employee for properly receipted toll and parking expenses incurred while conducting County business.

ARTICLE 43
TERMINAL BENEFITS

43.1. General

43.1.1. An employee whose employment is terminated by the County for any reason except discharge will be given ten (10) working days' notice or compensation to the extent such notice is deficient.

43.1.2. An employee whose employment is terminated by resignation or retirement and who fails to give the Department Head at least ten (10) working days' notice shall forfeit all terminal benefits.

43.1.3. In the case of the death of an employee, terminal benefits due shall be paid to the estate of the employee.

43.1.4. Terminal benefits shall be paid at the regular straight time hourly rate of compensation earned by the employee at the time of termination.

43.1.5. An employee whose employment is terminated by discharge shall not receive any sick leave payments.

43.2. Vacation Payments

43.2.1. An employee who has completed at least one (1) year of continuous service and whose employment is terminated by reason of resignation, death, layoff, or retirement shall receive compensation for unused vacation time plus the pro-rated vacation time for each full month worked since the employee's most recent anniversary date.

43.2.2. An employee who has not completed at least one (1) year of continuous service and whose employment is terminated for any reason shall not be eligible to receive any vacation benefits.

43.3. Sick Leave Payments

43.3.1. An employee who has completed at least ten (10) years of continuous service and who retires directly into or under the New York State & Local Retirement System and who is eligible to receive a pension therefrom, shall receive compensation for all earned but unused sick leave up to a maximum payment of 480 hours. The required minimum period of service set forth above shall be waived in the event the employee is granted and receives a New York State & Local Retirement System accidental disability retirement.

43.3.2. An employee who has completed at least ten (10) years of continuous service and whose employment is terminated by reason of resignation, death, or layoff shall receive compensation for earned but unused sick leave in accordance with the following schedule:

Completed years of Continuous Service	Sick leave Hours Paid
After 10 years	160 hours
After 11 years	176 hours
After 12 years	192 hours
After 13 years	208 hours
After 14 years	224 hours
After 15 years	240 hours
After 16 years	256 hours
After 17 years	272 hours
After 18 years	288 hours
After 19 years	304 hours
After 20 years	320 hours
After 21 years	336 hours
After 22 years	352 hours
After 23 years	368 hours
After 24 years	384 hours
After 25 years	400 hours
After 26 years	416 hours
After 27 years	432 hours
After 28 years	448 hours
After 29 years	464 hours
After 30 years	480 hours

43.4. Holiday Payments

An employee who is terminated for any reason shall receive compensation for holidays worked but not paid.

43.5. Retiree's Health Insurance Coverage.

An employee who has completed at least ten (10) years of full-time continuous service and who retires directly into or under the New York State & Local Retirement System and who is eligible to receive a pension therefrom, during the life of this Agreement, shall be provided with individual health insurance coverage with one-hundred percent (100%) of said coverage paid by the County. The employee is responsible for any dependent coverage or family coverage. The required minimum period of service set forth above shall be waived in the event the employee is granted and receives a New York State Retirement accidental disability retirement.

43.6. Compensatory Time Payments

Upon termination of employment, an employee shall receive compensation for accrued but unused compensatory time.

43.7. Retiree's Lump Sum Longevity Payment

An employee who has completed at least ten (10) years of continuous service and who retires directly into or under the New York State & Local Retirement System and who is eligible to receive a pension therefrom shall receive the unpaid portion of their annual longevity premium, based on completed years of continuous service, as a lump sum payment in their last regular payroll check. Payment under this section shall decrease the payment under Section 43.3.1 by an amount equal to the value of the unpaid portion of the longevity premium. An employee must have unused sick leave days at least equal in value to be eligible for payment under this section.

The required minimum period of service set forth above shall be waived in the event the employee is granted and receives a New York State & Local Retirement System accidental disability retirement.

ARTICLE 44
SCHEDULE OF BENEFITS FOR PART-TIME EMPLOYEES

44.1. Wages

Part-time employees covered by this Agreement shall receive wages equivalent to the salary schedule for full-time employees contained in this Agreement.

44.2. Sick Leave

Part-time employees covered by this Agreement shall earn sick leave credit at the rate of two (2) hours per month of service. Part-time employees shall accumulate unused sick leave credits

up to a maximum of forty (40) days. All other provisions of Article 33 - Sick Leave shall apply to part-time employees covered by this Agreement unless specifically limited to full-time employees.

44.3. Vacations

Part-time employees covered by this Agreement shall earn vacation leave credit in accordance with the following schedule:

Completed years of continuous service	Hours per year part-time employees
After 1 year	40 hours
After 5 years	56 hours
After 10 years	64 hours
After 11 years	72 hours
After 12 years	80 hours
After 13 years	88 hours
After 14 years and over	96 hours

With Department Head approval, part-time employees may accumulate up to fifteen (15) vacation days maximum. All other provisions of Article 34 - Vacation shall apply to part-time employees covered by this Agreement unless specifically limited to full-time employees.

44.4. Holidays

When a part-time employee covered by this Agreement works on a holiday designated in Article 31 - Holidays of this Agreement, that employee shall receive double time pay at their regular compensation rate.

44.5. Health Insurance

44.5.1. Preferred Provider Organization (PPO) Health Plan

For part-time employees covered by this Agreement, the County will contribute fifty percent (50%) of the premium cost for individual medical coverage. The County shall also contribute twenty-five percent (25%) of the premium cost for individual dental coverage. The employee shall be responsible for the full premium cost for dependent medical coverage and dependent dental coverage.

44.5.2. Health Maintenance Organization

The County shall offer each part-time employee and his/her dependents the option of participation in a health maintenance organization (HMO) in lieu of participation in the PPO health plan. The County will contribute the same dollar amount each month towards HMO coverage as towards the PPO health plan.

44.5.3. Cost Control Measures

Part-time employees and their dependents shall not be eligible for double coverage at any time under the County's health insurance plans.

44.6. Personal Leave

FOR PART-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1994 On the first day of the first full pay period after January 1 of each year, the employee will be credited with one (1) day of personal leave. All other provisions of Article 32 shall apply to the employee.

PART-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1994 shall not be eligible for personal leave.

44.7. Longevity Premium

Part-time employees shall not be eligible for longevity premium benefits.

44.8. Bereavement Leave

Part-time employees shall be eligible for two (2) workdays of paid bereavement leave in the event of a death in the employee's immediate family, as defined in Article 35.

44.9. Disability Benefits

Part-time employees covered by this Agreement shall be provided a disability insurance program. The County shall contribute one-hundred percent (100%) of the cost of said program.

ARTICLE 45
UNPAID LEAVE OF ABSENCE

45.1. A leave of absence without pay, not to exceed one (1) year, may be granted a permanent employee by the Department Head provided there is sufficient medical justification stipulated by written documentation of a physician or sufficient personal reasons acceptable to the Department Head. Such leaves may be extended by approval of the Department Head; however, in no instance will unpaid leaves of absence exceed two (2) years.

45.2. When a leave of absence is required for a qualifying event under the Family and Medical Leave Act (FMLA), the employee must comply with the County's policy and procedures on the FMLA.

45.3. In order to be eligible for an unpaid medical leave of absence the employee must have exhausted all sick leave accruals, unused vacation days, personal leave days, and compensatory time.

45.4. A leave of absence for employment with other than the County of Madison shall not be approved.

45.5. Any request for a leave of absence shall be submitted in writing to the Department Head at least four (4) weeks in advance of the desired starting date, where possible, on a form prescribed and distributed by the Personnel Officer. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. The Department Head shall furnish the employee with written notification of their decision within ten (10) working days after receiving such application.

45.6. To be eligible for reinstatement from a leave of absence, the employee must make application for reinstatement. Such application shall be in the form of a telephone call to the employee's Department Head at least two (2) weeks prior to the expiration date of the approved leave. If the employee is returning from a medical leave of absence, the employee must submit to the Department Head a physician's statement attesting to the employee's recovery and physical fitness to perform the duties of his/her assignment. No employee will be allowed to return to work who has failed to present such physician's statement.

45.7. During a leave without pay, all benefits provided an employee shall be discontinued unless the employee assumes all costs. No longevity or seniority shall be earned during the unpaid leave period. No sick leave, vacation leave, or personal leave credits shall be earned. Upon expiration of the leave, the employee will be reinstated to the position he/she occupied at the time the leave was granted and all benefits and credits previously earned and enjoyed will be reinstated.

45.8. An employee who obtains a leave of absence or extension by false pretense or who fails to notify the Employer in advance, as described in Article 45.6. above, or who fails to report to work on the expiration of any leave, will be deemed to have resigned.

ARTICLE 46
DISCIPLINE AND DISCHARGE PROCEDURE

46.1. An employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the following procedure for disciplinary and discharge matters in lieu and in place of the procedures specified in Sections 75, 76, and 77 of the Civil Service Law.

46.2. Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines, or any combination thereof, or other such penalties as may be imposed by the Employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the CSEA Unit President and County Personnel Officer. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice.

Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously with the local president and the CSEA Regional Office, East Syracuse, N.Y. Service of the notice of discipline will be by registered or certified mail or by personal service. The time limits for presenting a grievance, as defined in this article, will commence at the time of receipt of the notice of discipline by the employee.

46.3. If the employee disagrees with the disciplinary action imposed, the employee and/or the CSEA may submit a grievance at the Stage 2 level of the Grievance Procedure as specified in Article 47.4. of the Agreement. Failure to submit a grievance within ten (10) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the CSEA and the matter will be settled in its entirety. Subject to a mutual written agreement between the CSEA and the County Personnel Officer, the time limit herein-above specified may be extended.

46.4. An employee shall have the right to be represented in disciplinary matters by a CSEA representative if the employee elects to do so. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Department Head and the employee may waive his/her rights to the procedure, as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

46.5. No disciplinary action shall be commenced by the County more than two years after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply where the act(s) would, if proved in a court of appropriate jurisdiction, constitute a crime.

ARTICLE 47
GRIEVANCE PROCEDURE

47.1. Definitions

Grievance shall mean an alleged violation, misinterpretation, or an inequitable application of the expressed terms of this Agreement.

Grievant shall mean either the CSEA, or the employee(s) it represents in the negotiating unit, filing a grievance.

Supervisor shall mean an employee who directs the work of the employee(s) affected by the alleged grievance.

Department Head shall mean the principal officer and appointing authority of a department.

47.2. For the purpose of this procedure, workdays will exclude Saturday, Sunday, and enumerated holidays. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual written agreement of the parties.

The failure of the grievant, either the CSEA or the employee(s) it represents, to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the County to answer within the time limits set forth will advance the grievance to the immediate next step of the grievance procedure.

47.3. An employee shall have the right to present his/her grievance in accordance with the procedure established herein free from interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented by a CSEA representative at all stages of the grievance procedure.

47.4. Stage 1

A. An employee or group of employees who claim to have a grievance shall present their grievance to their immediate supervisor orally or in writing within twenty (20) working days after the grievance occurs.

B. Within ten (10) working days after presentation of the grievance, the immediate supervisor shall discuss the complaint with the grievant(s) and respond in writing. The written response shall be signed, dated, and a copy shall be forwarded to the County Personnel Officer.

Stage 2

A. In the event that the grievance is not resolved within Stage 1, the aggrieved employee(s) may submit, within five (5) working days from the immediate supervisor's response, a formal written grievance to the Department Head. The written grievance shall contain the circumstances of the alleged contract violation, the specific provision of the contract alleged violated, the date of the alleged violation, and the remedy sought.

B. The Department Head shall meet with the aggrieved employee(s) and the CSEA representative (if any) to discuss and review the allegations.

C. Within five (5) working days of the receipt of the formal written grievance, the Department Head must respond in writing to the aggrieved employee(s) with a copy to the CSEA representative (if any), and the County Personnel Officer.

Stage 3

A. In the event that the grievance is not resolved within Stage 2, the aggrieved employee or the CSEA may submit, within ten (10) working days from the Department Head's response, a formal written grievance to the County Personnel Officer. If the complaint involves the CSEA or Employer, formal adjustment of the complaint may be initiated at this stage.

B. The County Personnel Officer or their designee(s) shall meet with the aggrieved employee(s), Unit President, Unit Secretary, Grievance Representative, and CSEA Labor Relations Specialist to discuss and review the allegations.

C. Within ten (10) working days of receipt of the Stage 3 written grievance, the County Personnel Officer must respond in writing to the aggrieved employee(s) with a copy to the CSEA's Labor Relations Specialist.

Stage 4

A. If a settlement is not reached at Stage 3, the CSEA, and only the CSEA, may, within ten (10) working days after the reply of the Personnel Officer or their designee is received or due, by written notice, request arbitration. The Employer and the CSEA will select the arbitrator by mutual agreement from lists submitted to them by the American Arbitration Association and arbitration will be conducted in accordance with the then current Voluntary Rules of the American Arbitration Association. Such notice of arbitration must be given to the County Personnel Officer. If arbitration is not requested, as set forth in this Step, it shall be deemed waived and the grievance resolved on the basis of the response of the Personnel Officer.

B. The decision or award of the arbitrator shall be final and binding on the County, the CSEA, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement.

C. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor add to, subtract from, or modify any of the provisions of this Agreement.

D. The costs of the services and of any related expenses of the arbitrator, excluding the initial filing fee, will be borne equally by the County and the CSEA. The initial filing fee shall be paid by the party who files for arbitration.

E. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

ARTICLE 48
LABOR-MANAGEMENT MEETINGS

48.1. Conferences between representatives of the Employer and no more than three (3) representatives of the CSEA Unit, on important matters and methods of improving the relationship between the parties, will be arranged between the parties upon request of either party. Arrangements for such meetings shall be made in advance and shall be held at reasonable hours, as mutually agreed upon by the parties. Employees acting on behalf of the CSEA shall suffer no loss of time or pay should such meetings fall within their regular work hours.

48.2. The County and the CSEA agree that any issue of concern to either party will be referred to the labor-management committee for discussion purposes.

48.3. The County and CSEA recognize that employee performance evaluations are not currently conducted in departments covering bargaining unit employees. However, the County and CSEA agree to refer to the Labor-Management Committee the issue of performance evaluations. The County and CSEA further acknowledge an obligation to negotiate the mandatory subjects of bargaining associated with performance evaluations.

ARTICLE 49
SAVINGS CLAUSE

49.1. In the event that any term or provision of this Agreement shall be determined or declared by any court or statute to be null, void, or inoperative, such decision shall not affect any of the rest of this Agreement which shall thereafter continue in effect.

49.2. If such a determination or declaration is made, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such term or provision hereof as may have been declared null, void, or inoperative.

ARTICLE 50
TAYLOR LAW

PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SECTION 204A OF THE CIVIL SERVICE LAW, 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 51
EMPLOYEE ASSISTANCE PROGRAM

The County and the Union agree upon the value of an effective employee assistance program to assist employees and immediate family members in finding help to resolve personal problems which may adversely affect work performance and/or an employee's physical or mental health. During the life of the contract, the County will contribute $2,500 per year for the EAP Coordinator's salary and $1,000 per year for EAP expenses.

ARTICLE 52
TOBACCO POLICY

Employees shall not smoke, chew or use tobacco in any form in County buildings or vehicles.

ARTICLE 53
USE OF COUNTY VEHICLE BY HOME HEALTH AIDES

In the event that the personal vehicle of a full-time Home Health Aide is out of service and in need of repair, the County shall provide use of a County vehicle, if available. Under no circumstances shall a full-time Home Health Aide have use of a County vehicle for more than a total of up to five (5) days per calendar year.

ARTICLE 54
ALCOHOL AND DRUG TESTING

54.1. Bargaining unit members who hold a Commercial Driver's License shall be subject to alcohol and drug testing in accordance with federal law, rule, regulation and the Madison County drug and alcohol testing policy and procedures.

54.2. For all other bargaining unit members, the County may test for drugs or alcohol only when such testing is based on reasonable suspicion. Any reasonable suspicion testing shall be directed by Department Heads or designees trained by the County to make such determinations.

54.3. The County shall bear the cost for all testing pursuant to 54.2. above and 54.5. below, and shall pay the employee for all time spent during the testing process including, but not limited to, travel to and from the testing site. All testing shall be performed by a DHHS certified laboratory. If an employee requests testing performed on a split sample, the employee shall bear the cost of the split sample test.

54.4. Employees with drug or alcohol dependency shall be referred to a substance abuse professional ("SAP") and placed on a medical leave of absence conditioned on the full participation in any treatment program recommended by the SAP. Employees on such leave shall be entitled to utilize all paid time accruals. Failure to participate in and/or complete the recommended treatment plan shall be cause for discipline up to and including dismissal. Employees are entitled to this leave of absence for their first failed drug or alcohol test only. Medical leave for subsequent failed tests, if any, is at the County's discretion and such subsequent failed tests, if any, are subject to discipline up to and including dismissal.

54.5. Upon return to work, the employee shall be subject to periodic random testing for one year. Positive tests during this one-year period shall be grounds for discipline up to and including dismissal.

54.6. All testing and results shall be confidential.

54.7. All discipline referred to in this Article shall be pursuant to Article 46 of this Agreement.

54.8. Use of illegal drugs and/or alcohol at work shall be cause for dismissal.

ARTICLE 55
LUMP SUM

Refer to Appendix D

ARTICLE 56
SNOW REMOVAL SEASON

56.1 Routes and Bidding

56.1.1. For purposes of snow removal operations in the Madison County Highway Department, the Highway Superintendent shall designate a period between November 1 and April 30 of each year as the snow removal season. Employees shall be given at least one (1) week advance notice before the commencement and termination of such snow removal season.

56.1.2. Employees at each location shall submit their written request to work a specific work assignment (shift and route) on a form prescribed by the Highway Superintendent. When determining if an employee is appropriate for selection for a particular work assignment, the Highway Superintendent, or their designee may consider the following factors:

- Seniority
- Departmental work performance
- Prior call-in record
- Qualifications
- Departmental need

Seniority shall serve as the tie breaker when the aforementioned factors are considered to be equal as reasonably determined by the Highway Superintendent, or their designee.

56.1.3. Vacant work assignments, as outlined in paragraph number 56.1.2., shall be posted in the location (Morrisville or Wampsville) where a vacancy exists. The posting shall be placed on a designated bulletin board in the department for three (3) working days and it shall expire at midnight on the third working day. All requests must be received no later than the expiration of the posting in order to be considered.

56.1.4. Once initial work assignments have been determined, work assignments shall only be revisited for matters of operational need, including but not limited to staff vacancies, snow removal performance issues and new plow routes, as reasonably determined by the Highway Superintendent or their designee.

56.2. Shift Work

56.2.1. Employees assigned to the 3:00 a.m. – 11:00 a.m. shift (1st shift) shall cover snow removal from 3:00 a.m. – 1:00 p.m. Employees assigned to the 1:00 p.m. – 9:00 p.m. shift (2nd shift) shall cover snow removal from 12:00 p.m. – 3:00 a.m. The Highway Superintendent or their designee will determine which shift is best suited to provide coverage from 12:00 p.m. – 1:00 p.m. on a case-by-case basis. In normal circumstances, 1st shift employees will not be asked to report to work prior to their scheduled start time. The shift work above occurs Monday through Sunday.

56.2.2. During the designated snow removal season, winter snow patrol employees may be assigned to one of the following shifts: 6:00 a.m. – 3:30 p.m., 6:00 a.m. – 2:00 p.m., 1:00 p.m. – 9:00 p.m., 2:00 p.m. – 10:00 p.m., and 2:00 a.m. – 10:00 a.m. Times may be subject to change. Employees participating in winter snow patrol shall be subject to seniority selection for shift assignment. The shift work above occurs Monday through Sunday.

56.3. Snow Removal Season (Call-In)

56.3.1. All employees with a plow assignment are required to participate in the call-in procedures. Overtime shall be assigned to the operator that is normally responsible for a specific route and shift. In the event that the regular operator for a route and shift is not available, the off-shift operator for that route would be called. In the event that the off-shift operator is not available, the extra-man for that shift would then be called. The extra-man is an employee assigned to either the 1st or 2nd shift at the Wampsville or Morrisville facilities and does not have a designated truck or plow route awarded to him via the post and bid process. In the event that the off-shift operator and the extra-man for that shift are not available, the seniority list would then be utilized. Employees on the seniority list will be called in order of seniority on a rotating basis. Once contact has been attempted, the name will be rotated to the bottom of the seniority list.

56.3.2. A snow removal call-in event occurs when employees are called in for snow removal operations before or after their regularly scheduled work hours or during other nonworking hours.

56.3.3. Call-in procedures will be in effect for the designated snow removal season.

56.3.4. Employees must be available for snow removal call-in during the snow removal season. Employees may sign out of service for snow-related call-ins, however, sign outs may be limited due to operational needs including but not limited to prevailing weather conditions. Notice must be given at least 24 hours in advance to the County to sign out of service. Notice shall be provided on a form prescribed by the Highway Superintendent.

56.3.5. All employees eligible to drive a snow plow shall be listed in order of seniority to determine overtime assignments when an employee cannot be contacted as described in paragraph number 56.3.1. Employees with a plow assignment shall be placed ahead of employees without a plow assignment. Employees without a plow assignment may choose to remove themselves from the list. The list shall be utilized in a rotating manner.

56.4. Compensation

56.4.1. Effective for the 2016-2017 snow removal season, and thereafter, from December 1st – March 31st, employees working in the Highway Department in the titles of Heavy Equipment Operator, Motor Equipment Operator, Painter, and Tree Trimmer shall receive an additional $1.09/hr. added to their regular hourly rate (all paid hours). All other employees, excluding supervisors, working in the Highway department shall receive an additional $0.36/hr. added to their hourly rate (all paid hours) from December 1st – March 31st.

56.4.2. Effective for the 2016-2017 snow removal season, as referenced in 56.1.1., and thereafter, a shift differential premium of seventy-five ($.75) cents per hour shall be paid for all hours worked by an employee on the 1:00 p.m. – 9:00 p.m. shift when a majority of his/her regularly scheduled hours occur during the aforementioned shift.

56.4.3. Employees assigned to Winter Snow Patrol on the 2:00 a.m. – 10:00 a.m., 1:00 p.m. – 9:00 p.m., or 2:00 p.m. – 10:00 p.m. shifts shall receive a shift differential premium of seventy-five ($.75) cents per hour when a majority of his/her regularly scheduled hours occur during one of the aforementioned shifts.

56.5. Kitchen

The kitchen at each location will remain open but the County will no longer staff the kitchen.

ARTICLE 57
SICK LEAVE BANK

57.1. Madison County and the CSEA shall jointly administer a voluntary sick leave bank (SLB). The purpose of the SLB is to aid unit employees who suffer a prolonged personal illness and exhaust all leave accruals during the illness.

57.2. The SLB shall be administered by a three (3) person Committee consisting of the County Personnel Officer, the CSEA Unit President, and a Union member appointed by the Unit President.

57.3. Employees may only become members of the sick leave bank during the month of January each year and shall be required to donate two (2) sick leave days. Sick leave donated by an employee may not be withdrawn.

57.4. To remain a member of the SLB an employee must donate one (1) sick leave day during the month of February of each year except as noted in 57.5.

57.5. All days in the SLB shall carry over from year to year. Each February 1st, the days in the SLB shall be evaluated. If the SLB has three hundred fifty (350) days or more, continuing members shall not be required to contribute during that year. If the SLB has fewer than three hundred fifty (350) days continuing members shall be required to donate one (1) sick leave day. In this event, new members who donated two (2) days in January will not be required to donate an additional day to maintain membership.

57.6. A unit employee may make application for SLB usage subject to all of the following conditions:

(a) the employee has completed at least one (1) year of continuous service and has fully contributed to the bank pursuant to 57.4. and 57.5. above;

(b) the employee is unable to perform the duties of his/her regular job due to non-work related illness or injury;

(c) the employee will exhaust all other forms of his/her paid leave accruals which shall include sick leave, compensatory time, personal leave and vacation within fifteen (15) calendar days of submitting the application;

(d) the employee will serve a thirty (30) consecutive calendar day waiting period from the date that they most recently were excused from work for said injury/illness. The waiting period can be satisfied by any combination of paid and unpaid time off;

(e) the application shall be made on a standard form prescribed and distributed by the Personnel Officer. The application shall include written verification of the employee's medical condition by a physician selected and paid for by the employee. An application may be submitted fifteen (15) calendar days in advance of the waiting period pursuant to (d) above.

57.7. The SLB Committee shall meet as soon as practicable to review the completed application(s). The Committee shall approve or disapprove an application by majority vote. Each application shall be considered on an individual basis. Each employee shall authorize the release of his/her work attendance records to the Committee for review with their application. If requested by any committee member, the employee shall also authorize the release of his/her formal disciplinary record, if any, for review. The Committee shall have the right to have a physician of its own choosing verify the employee's condition. The cost of any verification shall be assumed by the County. The decision of the Committee shall be final and binding. The decision shall not be subject to review under the grievance procedure as outlined in Article 47 or any other legal method.

57.8. An employee shall be entitled to apply for a minimum of ten (10) days up to forty (40) days or one-half (1/2) of the days available in the SLB, whichever is less. An employee may reapply for one (1) extension to receive up to forty (40) days or one-half (1/2) of the days available in the SLB, whichever is fewer, subject to the approval of the Committee. An employee may make one application for use of the SLB and one reapplication for an extension in any fifty-two (52) week period subject to the time limits defined above. An employee who utilizes the SLB and its one extension must return to work on a full-time basis for at least six (6) continuous months before qualifying to use the SLB again.

57.9. Employees shall be entitled to receive full pay while utilizing the SLB. The SLB may grant partial or intermittent days to full-time employees when the employee is capable of working part-time or intermittently and the Department Head accepts the employee back to work on a part-time or intermittent basis.

An employee shall not be entitled to receive more than full pay as a result of receiving SLB days in addition to no fault insurance payments, short term/long term disability payments, or any other type of insurance or income security payments to which they may also be entitled.

If such insurance payments provide any employee with less than full pay, said employee may apply for partial sick leave days for the bank in order to receive full pay during their leave for a

serious injury or illness.

It is understood that an employee eligible for reimbursement of wages through insurance or other income security programs shall apply to receive said benefits and shall be required to fully disclose the availability of such reimbursement to the SLB Committee with their application for SLB days.

57.10. When an employee is utilizing time from the SLB, said employee shall cease to accrue leave benefits. The employee shall only have access to sick leave bank days. An employee utilizing SLB days shall not have their anniversary date adjusted upon their return and shall receive any personal leave or vacation leave that they may have accrued during their leave upon their return. Additional sick leave days shall not accrue when an employee is using sick leave bank days. Any SLB days approved for use by the employee, but not used, shall be returned to the SLB.

57.11. When an employee is utilizing time from the SLB all time reimbursed under the County Administrative Policy for the NYS disability plan shall be reimbursed directly to the SLB.

57.12. Upon separation from County employment, a member employee shall forfeit all sick leave days previously contributed to the SLB. However, such days shall remain in the SLB for future use by unit employees. In addition, when a bargaining unit member terminates employment for any reason other than retirement, up to ten (10) days of unused and unpaid sick leave days shall be transferred to the SLB. However, when there are at least 350 days in the SLB, the County shall cease to credit said unused and unpaid sick leave days from bargaining unit members who left County employment for any reason other than retirement.

57.13. If the SLB reaches zero days in any calendar year then the SLB will not be operational for the remainder of that calendar year.

ARTICLE 58
VISION INSURANCE

58.1. The County and CSEA agree all bargaining unit members, guests and their dependents shall be eligible to participate in the designated CSEA Employee Benefit Fund at the participant's expense through payroll deduction and on a pre-tax basis, as permissible under law, and as such plan is available through the CSEA Employee Benefit Fund.

58.2. Effective January 1, 2016, bargaining unit members and guests may elect to continue participation in the Employee Benefit Fund Solstice Vision Plan coverage into retirement at their own expense payable directly to CSEA's Employee Benefit Fund as is available without any involvement or cost to the County.

ARTICLE 59
TERM OF AGREEMENT

This Agreement shall be in full force and effect from 12:01 A.M. January 1, 2015 to 11:59 P.M. December 31, 2019.

SIGNED BY EMPLOYER AND ASSOCIATION

FOR THE COUNTY OF MADISON:

John M. Becker, Chairman, Board of Supervisors

Ryan D. Aylward, Director of Labor Relations

FOR THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. BLUE COLLAR UNIT:

Lynda Broadfoot, CSEA Labor Relations Specialist

Jeffrey Colburn, CSEA Blue Collar Unit President

DATE: 9/26/16

Bargaining Committee Members
Lynda Broadfoot, LRS
Jeffrey Colburn
Craig North
Lyle Chafee
Eddie Mennig
Robert De Vaul
Joseph A. Barres

APPENDIX A
EXCLUSIONS

It is understood by and between the parties that the collective bargaining unit definition as contained in Article 1 is mutually understood to exclude and does exclude the following positions:

All Elected Officials
Addictive Substance Abuse Director
Administrative Assistant to County Attorney
Administrative Assistant to District Attorney
Assistant County Attorneys
Assistant Directors of Administrative Services
Assistant Director of Community Health Services
Assistant Director of Environmental Health
Assistant Directors of Patient Services
Assistant Director of Planning
Assistant District Attorneys
Assistant E911 Director
Assistant Personnel Officer
Budget Officer
Building Maintenance Supervisor
Chief Wastewater Treatment Plant Operator
Child Advocacy Center Director
Clerk to Board of Supervisors
Commissioner of Social Services
Confidential Secretary to Board of Supervisors
Confidential Secretary to Clerk to Board of Supervisors
Confidential Secretary to Commissioner of Social Services
Confidential Secretary to County Attorney
Confidential Secretary to Director of Community Mental Health Services
Confidential Secretary to the District Attorney
Confidential Secretary to Public Health Director
Confidential Secretary to Sheriff
Corrections Captain
Corrections Lieutenants
County Administrator
County Attorney
County Fire Coordinator/Director of Emergency Preparedness
County Highway Superintendent
County Historian
Criminal Investigator
Deputy Commissioner for Administrative Services
Deputy Commissioner for Child and Family Services
Deputy Commissioner for Financial Aid
Deputy County Clerks
Deputy County Highway Superintendent
Deputy County Treasurers
Deputy Director for Administrative Services
Deputy Director of Health
Deputy Sheriff Captain
Directors of Administrative Services

Director of Child Support Enforcement/Financial Aid
Director of Community Health Services
Director of Community Mental Health Services
Director of Economic Security
Director of Emergency Preparedness
Director of Environmental Health
Director of Medical Assistance/Financial Aid
Director of Patient Services
Director of Real Property Tax Services
Director of Solid Waste Management
Director of Staff Development/IT
Director of Veterans Services Agency
Director of Weights and Measures
Election Commissioners
E911 Director
Employment and Training Director
Grants Coordinator
Highway Division Managers
Highway Operations Manager
Information Technology Director
Labor Relations Technicians/Trainees
Landfill Operations Manager
Municipal Personnel Technicians/Trainees
Municipal Personnel Technician II
Office Manager – Elections
Payroll Manager (Treasurer)
Payroll Clerk (Treasurer)
Payroll Specialists (Treasurer)
Personnel Assistants
Personnel Assistant II
Personnel Associates
Personnel Officer
Planning Director
Probation Director
Project Coordinator
Public Health Director
Public Relations Officer
Records Management Coordinator
Senior Elections Clerks
Social Services Attorneys
Stop DWI Coordinator
Supervising Psychologist
Supervising Social Services Attorney
Supervisor of Central Services
Traffic Safety Coordinator
Undersheriff
Wastewater Treatment Plant Operators/Trainees
Youth Bureau Director

APPENDIX B
TITLE CLASSIFICATION

ASSISTANT SIGN FABRICATOR
AUTOMOTIVE MECHANIC
AUTOMOTIVE MECHANIC/WELDER
BUILDING MAINTENANCE MECHANIC
BUILDING MAINTENANCE WORKER
CLEANER
COOK
HEAD AUTOMOTIVE MECHANIC
HEAD CLEANER
HEAD COOK
HEAVY EQUIPMENT OPERATOR
HIGHWAY CREW SUPERVISOR
HOME HEALTH AIDE
LABORER
MOTOR EQUIPMENT OPERATOR
PAINTER
SENIOR BUILDING MAINTENANCE WORKER
SENIOR HIGHWAY CREW SUPERVISOR
SIGN FABRICATOR
SOLID WASTE ATTENDANT
STOCK ROOM CLERK
TREE TRIMMER
TREE TRIMMING SUPERVISOR
WEIGH STATION OPERATOR
WELDER
WORK PROGRAM CREW LEADER

APPENDIX C

Local Law No. 2 of 1998, "Permitting Reimbursement of Criminal Defense Costs to Employees of the County of Madison" was adopted by the Madison County Board of Supervisors and is found here in Appendix C for employee information purposes only.

LOCAL LAW NO. 2 FOR THE YEAR 1998

PERMITTING REIMBURSEMENT OF CRIMINAL DEFENSE COSTS
TO EMPLOYEES OF THE COUNTY OF MADISON

BE IT ENACTED, by the Board of Supervisors of the County of Madison, New York as follows:

SECTION 1. LEGISLATIVE INTENT:

The County of Madison, subject to those conditions set forth herein, shall reimburse an employee for reasonable and necessary attorney's fees, disbursements and litigation expenses as are actually incurred by that employee for the defense of a criminal prosecution brought against such employee in state or federal court and as arises out of that employee's alleged acts or omissions to act while such employee was actually engaged in the good faith performance and legitimate scope and course of such employee's employment with the County of Madison.

SECTION 2. QUALIFICATION:

There shall be no right or entitlement to reimbursement of defense costs for a criminal prosecution founded upon alleged acts or omissions to act of such employee while that employee was off-duty or otherwise outside of his/her actual, normal and customary employment with the County of Madison. Further there shall be no right or entitlement of an employee to seek reimbursement for the defense of any action arising by reason of the intentional wrongdoing of such employee. An employee shall be entitled and will retain private counsel of choice in defense of any criminal prosecution. The County of Madison's obligation to reimburse the employee for reasonable attorney's fees, disbursements and litigation expenses necessarily so incurred shall only arise upon that employee's full and complete acquittal of all charges brought through a finding on the merits as actually determines/decides the absence of guilt of such employee.

Criminal prosecutions terminating by dispositions in the nature of: convictions; plea reductions or bargains; conditional discharges; adjournments in contemplation of dismissal; dismissals for failure to prosecute; dismissals on speedy trial grounds; dismissals in the interests of justice; and other like-grounded dispositions as do not constitute a complete acquittal on the merits determining the absence of guilt of the employee shall not qualify for reimbursement by the County of Madison. The County of Madison is only obligated to reimburse attorney's fees at those reasonable and customary hourly fee rates as are customarily prevailing in the general geographic area encompassing the County of Madison for the defense of like-kind criminal proceedings at the time of the prosecution at issue.

SECTION 3. PROCESS:

In order to seek and/or qualify for reimbursement, the employee must be actively employed with the County of Madison at the time of acquittal, at the time that actual payment is sought and at the time that actual payment is made. A request for reimbursement of attorney's fees, disbursements and litigation costs shall be submitted, in writing, by the employee and/or the attorney therefore via certified mail-return receipt requested, to "Madison County Department of Law, P.O. Box 635, Wampsville, New York 13163 – Attention: County Attorney." This request must be submitted within thirty (30) calendar days following actual acquittal. The request must be accompanied by a court certified copy of the judgment, finding, or decision of acquittal.

The County Attorney shall be entitled to receive full and complete particulars and detail regarding such disposition/acquittal and all services, fees, charges, disbursements, costs, expenditures and expenses for which reimbursement is requested in such manner and form as the County Attorney shall so require. All requests for reimbursement are subject to the approval of the County Attorney prior to submission for actual payment of same by the County of Madison.

The County of Madison's obligation to reimburse an employee for the costs of the successful defense of criminal court proceedings, as more fully detailed within the preceding paragraph, is expressly and strictly conditioned upon the following:

(a) The employee shall personally deliver to the Madison County Attorney, within five (5) calendar days of the employee's first receipt thereof, a true, complete and legible copy of any appearance ticket, citation, summons, information, indictment, accusatory instrument and/or other criminal legal process of any nature whatsoever as received by said employee and for which proceedings said employee may or will seek reimbursement of defense costs; and

(b) The employee shall advise the Madison County Attorney, in writing by certified mail-return receipt requested, of the name, mailing address and telephone number of the attorney retained by such employee in defense of any criminal proceeding for which said employee may or will seek reimbursement of the cost of defense. That information shall be supplied, in writing, by the employee to the Madison County Attorney within (5) calendar days of the employee's first retainer of such attorney. At that same time, the employee shall further provide the Madison County Attorney with a true copy of the retainer/legal representation agreement entered into between such employee and defense attorney and as details the agreed-upon and full terms for the compensation of such attorney/defense counsel. A written retainer/legal representation agreement is a prerequisite for an employee's request for reimbursement. The receipt of such retainer/legal representation agreement by the County Attorney notwithstanding, the County of Madison shall be under no duty to accept same for reimbursement pursuant to the terms thereof or to give notice as to the acceptability or unacceptability of same. The County of Madison's obligation for payment is expressly limited to the payment of reasonable, necessary and customarily prevailing hourly fee rates as more fully set forth and discussed in Section 2. The provision of such a retainer/legal representation agreement is in no manner to be deemed or construed as an agreement on the part of the County of Madison to make or issue a reimbursement/payment in accordance therewith; and

(c) The employee and any retained legal counsel therefore shall, upon request, afford the County of Madison and its representatives full, timely and complete cooperation on all matters in any manner related and/or relevant to the occurrences, circumstances, facts and issues in dispute within such criminal proceedings and/or the request for reimbursement. Such employee is required to promptly respond to all requests and inquiries made by the County of Madison and is required to timely appear for all interviews, hearings, conferences or examinations as may be requested and/or required by the County of Madison or its representatives; and

(d) The employee and any retained attorney therefore shall timely and fully respond to all inquiries, requests and demands for information or documentation made thereupon by or on behalf of the County of Madison in regard to any and all involved and relevant matters, circumstances, occurrences, issues, criminal proceedings and/or the request for reimbursement; and

(e) In the event the employee and/or the retained attorney therefore fail to cooperate, without justifiable excuse, with the County of Madison, then the County shall be relieved, in full, of all obligation for the reimbursement otherwise discussed herein.

SECTION 4.

Except as otherwise specifically provided in this local law, the provisions of this local law 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 by reason of, any other provision of State, federal, statutory or common law.

SECTION 5.

This local law shall not in any way affect the obligation of any claimant to give notice to the public entity under Section fifty-E of the General Municipal Law, or any other provision of law.

SECTION 6. EFFECTIVE DATE:

This Local Law shall be effective immediately upon being passed.

MADISON COUNTY DEPARTMENT OF PERSONNEL/CIVIL SERVICE

COUNTY OFFICE BUILDING
PO BOX 636
WAMPSVILLE, NY 13163
(315) 366-2341 (Phone)
(315) 366-2725 (Fax)

APPENDIX D

Eileen M. Zehr
Personnel Officer
eileen.zehr@madisoncounty.ny.gov

Ryan D. Aylward
Director of Labor Relations
ryan.aylward@madisoncounty.ny.gov

March 11, 2016

Ms. Lynda Broadfoot, LRS
CSEA, Inc.
6595 Kirkville Road
East Syracuse, NY 13057

Dear Lynda:

This letter is intended to memorialize the lump sum payments that the County of Madison and CSEA Blue Collar Unit agreed to as a result of the negotiation of a successor agreement to the January 1, 2011 – December 31, 2014 collective bargaining agreement.

3/11/16

All employees on the active payroll as of December 31, 2015 shall be entitled to a one-time only $800 lump sum payment. All employees on the active payroll as of April 12, 2016 shall also be entitled to a one-time only $300 lump sum payment. These payments are only to be paid if both the CSEA ~~White~~ Blue Collar Unit and Madison County Board of Supervisors ratify the tentative agreement dated March 11, 2016. If this agreement is not ratified, this letter shall be considered null and void.

BLUE LYB

Payments will be made as soon as practicable, following ratification by both parties. The payments to individual employees shall be subject to appropriate payroll witholdings.

If you have further questions, please contact me.

Sincerely,

Ryan D. Aylward
Director of Labor Relations

The signatures below indicate agreement with the one-time only lump sum payments as described above.

Lynda Broadfoot, CSEA LRS — 3/11/16 Date

Jeff Colburn, Unit President — 3/11/16 Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MADISON
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
BLUE COLLAR UNIT

The County of Madison ("County") and the Civil Service Employees Association, Inc. Blue Collar Unit ("CSEA") do hereby agree to the following provisions pertaining to the Madison County Health Insurance Program ("Program").

1. The labor/management Health Insurance Task Force shall meet at the request of the County or any bargaining unit within the County. The Personnel Officer shall be responsible for scheduling the meeting and notifying all parties.

2. The Task Force shall review cost containment data and make recommendations concerning methods for continued cost control.

3. The County agrees to commit adequate human resources for the purpose of explaining and administering Program activities for members of the CSEA.

4. The County and the CSEA intend to work cooperatively and in good faith concerning matters and efforts on health care cost containment.

FOR THE COUNTY:

8/31/09
Board Chairman Date

FOR CSEA:

8/10/09
Labor Relations Specialist Date

8/10/09
Blue Collar Unit President Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MADISON
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
BLUE COLLAR UNIT

The parties mutually agree to the following:

1. The existing normal workweek for the individuals currently employed as full-time Home Health Aides in the Health Department is Monday through Friday or Tuesday through Saturday.

2. If operational requirements necessitate a change in the workweek for any of these individuals, the department shall first seek a volunteer(s). If no volunteers come forward, the department shall assign an employee to a new normal workweek based on seniority. The CSEA shall have the right to file for impact negotiations in accordance with the Taylor Law.

3. If a full-time Home Health Aide position becomes vacant, the department may change the normal workweek based on operational requirements at that time, and for any subsequent employee in that position.

FOR THE COUNTY:

8/31/09
Board Chairman Date

FOR THE CSEA:

8/10/09
Labor Relations Specialist Date

8/10/09
Blue Collar Unit President Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF MADISON
AND THE
CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.
(BLUE COLLAR UNIT)

WHEREAS, the normal workweek for the Solid Waste Department employees covered by this Agreement is Tuesday through Saturday or Monday through Friday,

NOW, THEREFORE BE IT RESOLVED that staffing will be determined in accordance with the provisions below:

1. Employees will be scheduled to work five (5) consecutive days during the workweek between Monday and Saturday.

2. Employees shall be provided a minimum of one (1) week's notice before both the commencement and termination of such a new work schedule. The County shall post a complete work schedule on a monthly basis.

3. The Director of Solid Waste Management will determine, in his/her discretion, the number of employees required to work Monday through Friday and the number required to work Tuesday through Saturday.

4. Employees will be scheduled for the Monday through Friday workweek based on seniority and job requirements. An employee scheduled to work Monday through Friday may find another employee working Tuesday through Saturday to replace them if job requirements can be met and with the approval of the Director of Solid Waste Management.

5. In the event of mandatory overtime, the employee designated to work shall be the least senior. The employees shall be assigned in reverse order of seniority on a rotating basis.

FOR THE COUNTY:

8/31/09

Board Chairman Date

FOR THE CSEA:

8/10/09

Labor Relations Specialist Date

8/10/09

Blue Collar Unit President Date