

# AGREEMENT

*by and between*

## MADISON COUNTY

*and*

## CSEA, LOCAL 1000 AFSCME, AFL-CIO



Madison County White Collar Unit  
of  
Madison County Local 827

**January 1, 2011 - December 31, 2014**

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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 purpose 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 – Grade 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 to 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**

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.

Deductions shall be remitted to the CSEA, PO Box 7125, Capitol Station, Albany, NY 12224.

3.2. 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 employees who are not members 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 one (1) employee, its Unit President, and will authorize this employee to deal with the Employer about employment conditions and adjustment of problems arising from this Agreement. The name of the Unit President shall be certified in writing to the Personnel Officer on an annual basis and/or as changes occur.

5.2. The Association shall designate five (5) 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 five (5) designated Grievance Representatives shall be granted reasonable time off during working hours without loss of pay provided they give notice to their 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 Representative 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 Chapter of the CSEA shall be afforded a leave with pay to attend the two annual State meetings of the CSEA or the AFSCME International Convention 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 interest of the County, to conserve the property thereof, to protect the public, and to 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 a 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 Social Services Building
- One at Highway Office Building
- One at Public Safety Building on wall Outside the Staff Lounge
- One at Veterans’ Memorial Building
- One at the Child Advocacy Center Building
- One at Employment and Training Site Building
- One at Public Health 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, race, color, creed, national origin, sex, sexual orientation, disability, marital status, or military 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 31<sup>st</sup> of each calendar year, the County shall forward to the CSEA Regional Office and to the White Collar Unit President one copy of the following information for each bargaining unit member: each employee's full name, home address, social security number, 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 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 to affected employees 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. 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 Accrual

An employee who replaces another employee on a leave of absence will be credited with seniority from the date of the replacement if the employee on leave of absence is not reinstated to the position.

### 14.4. 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.

### 14.5. Seniority Retention

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

### 14.6. Seniority Application

Seniority will apply to layoff and recall of non-competitive and labor class employees.

**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 Services 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 effected 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 their 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, or any permanent, regular payroll position in the competitive class for which a civil service eligible list does not exist. 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 specify the job title, location of the vacancy, required minimum qualifications for appointment, hourly rate, other necessary information regarding the vacancy, and last date for filing bids.

17.3. When shifts and/or pass days become open in the E911 Center, the Department Head shall post the information in the E911 Center for seven (7) calendar days. Employees shall be responsible for filing a written request with the Department Head during the posting period. Bargaining unit members shall be given first consideration. Selection from amongst bargaining

unit members shall be based on qualifications (including but not limited to education and experience), seniority, and the operational requirements of the E911 Center, as determined by the Department Head. The Department Head may fill the shifts and/or pass days from outside the bargaining unit based on the operational requirements of the E911 Center.

17.4. 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 completed County employment application with the Personnel/Civil Service Department.

To be considered for the vacancy, the bid and 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 by the bid deadline.

17.5. 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 (including but not limited to education and experience) 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 their official personnel file, which shall be maintained in the Personnel Department, relating to their performance as an employee.

If the employee does not receive a copy of the 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 the Personnel Department, 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.

18.4. The County and the CSEA recognize that performance evaluations are conducted in certain, but not all, departments covering bargaining unit employees. The County and the CSEA therefore agree to refer to the Labor/Management Committee the issue of extending performance

evaluations to all such departments. The County and the CSEA further acknowledge an obligation to negotiate the mandatory subjects of bargaining associated with performance evaluation and will do so on at least a monthly basis within the confines of the Labor/Management Committee.

## **ARTICLE 19 PROBATIONARY PERIOD**

Probationary periods will be administered in accordance with the 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. Employees are required to report all absences on each day of absence from work to a telephone number designated by their appropriate Department Head in accordance with the time limits below. When the known length of absence is more than one day, the employee may call only once on the first day of absence and notify the department of the length of the absence.

- (a) Employees working in the Communications Center must report their absences no later than three (3) hours prior to the start of their shift.
- (b) All other employees must report their absences no later than one (1) hour after the time the employee is scheduled to report to work. (Employees of the following departments please refer to Appendix F: Assessment, Employment & Training, Mental Health, Planning, Sheriff's Office, Treasurer's Office, and Veterans.)

20.2. 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. PUBLIC SAFETY COMMUNICATORS

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

At the request of the County, the County and the CSEA shall have labor-management meetings to discuss and agree upon a pilot project for alternative work schedules in the Communications Center. Said alternative work schedules may include but are not limited to a three day workweek, a four day workweek, ten hour days, twelve hour days, or any combination thereof. Said pilot project would begin upon the agreement of the parties and expire at the end of the term of this Agreement unless the parties decide to continue the practice in a successor Agreement.

### 22.2. LICENSED PRACTICAL NURSES (LPNs)

Full-time LPNs shall work 40 hours per week, 8 hours per day, 5 scheduled workdays per week with two (2) scheduled days off each workweek. They shall have a one-half (1/2) hour unpaid lunch period each workday. They shall work weekends, as assigned, but no more than every other weekend. Weekend work shall be scheduled on an equitable basis.

### 22.3. ALL OTHER FULL-TIME EMPLOYEES

The normal workweek shall be 37½ hours. In general, employees will work 7½ hours per day, 5 consecutive days per week, Monday through Friday.

22.3.1. Each full-time employee shall be entitled to up to two (2) breaks no longer than ten (10) minutes in length each day: one between 10:00 a.m. and 11:00 a.m. and the other between 2:00 p.m. and 3:30 p.m. Break time shall not be used to extend meal periods or to shorten the length of the workday. Breaks shall not be combined to provide for a break longer than ten (10) minutes during the workday. Departmental social functions such as birthdays or other parties shall be considered the break for that day for those employees who participate in them.

22.3.2. Each employee shall have a one-half (1/2) hour or one (1) hour unpaid meal period each workday determined by the Department Head/designee based on operational and staffing requirements.

22.4. The Motor Vehicle Office will close its doors to the public fifteen (15) minutes before closing time each day.

22.5. All full-time employees shall receive two (2) consecutive days off in any seven (7) day period except for Licensed Practical Nurses. LPNs shall have two (2) days off in a seven (7) day period.

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

22.7. Flexible schedules may be necessary in certain circumstances. Flexible schedules may include variations in workdays or work hours. When a department requires a flexible schedule due to operational requirements, the Department Head shall first seek volunteers to work the required schedule, if possible. After volunteers have been sought, a Department Head shall assign employees to a flexible schedule based on the inverse order of seniority and the work requirements to fulfill the departmental need. A flexible schedule may also be established at the request of an employee with the agreement of the Department Head.

### **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 ten (10) working days 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 RATES DEFINED**

#### 24.1. Definition – Regular Compensation Rate

The regular compensation rate is that reflected in the salary schedule specified in Appendix C. 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 includes, 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 ADMINISTRATION OF THE WAGE SCHEDULES**

#### 25.1. Wage Increases

25.1.1. The hire rate on the schedule shall remain the same for 2011 as it was in 2010. There shall be a one percent (1%) differential between each step. The 2011 wage schedule is set forth in Appendix C. The wage of each employee on the schedule shall increase one step on their 2011 anniversary date in their title. Step movement shall cease at the top step of the wage schedule.

25.1.2. Effective January 1, 2012, the 2011 hire rate on the schedule shall increase two and three-quarter percent (2.75%). There shall be a one percent (1%) differential between steps. The 2012 wage schedule is set forth in Appendix C. The wage of each employee on the schedule shall

increase one step on their 2012 anniversary date in their title. Step movement shall cease at the top step of the wage schedule.

Effective January 1, 2012, each employee whose 2012 rate was off the schedule shall receive a two and three-quarter percent (2.75%) increase.

25.1.3. Effective January 1, 2013, the 2012 hire rate on the schedule shall increase three percent (3.0%). There shall be a one percent (1%) differential between steps. The 2013 wage schedule is set forth in Appendix C. The wage of each employee on the schedule shall increase one step on January 1, 2013 for all employees who were hired prior to October 1, 2012. Employees hired on or after October 1, 2012 shall not be eligible for step movement until January 1, 2014. Step movement shall cease at the top step of the wage schedule.

Effective January 1, 2013, each employee whose 2013 rate was off the schedule shall receive a three percent (3.0%) increase.

25.1.4. Effective January 1, 2014, the 2013 hire rate on the schedule shall increase three percent (3.0%). There shall be a one percent (1%) differential between steps. The 2014 wage schedule is set forth in Appendix C. The wage of each employee on the schedule shall increase one step on January 1, 2014 for all employees who were hired prior to October 1, 2013. Employees hired on or after October 1, 2013 shall not be eligible for step movement until January 1, 2015. Step movement shall cease at the top step of the wage schedule.

Effective January 1, 2014, each employee whose 2014 rate was off the schedule shall receive a three percent (3.0%) increase.

## 25.2. Compensation for an "R" Number

When a Staff Social Worker or a Senior Staff Social Worker receives an "R" number in County service, they shall receive at least a five percent (5%) increase in their wage. They shall receive the rate of the step that provides at least a five percent (5%) increase or be considered off schedule if their wage exceeds step 12. Said increase shall become effective for the first full payroll period following submission of proof of receipt of said "R" number by the employee to the Department Head and to the Personnel Department. When such an employee has proof of an "R" number upon hire, they shall be placed on step 5 of their applicable grade.

## 25.3. Permanent, Provisional, and Contingent Permanent Promotions

25.3.1. When an employee is promoted on a permanent, provisional, or contingent permanent basis, he/she shall receive a five percent (5%) salary increase or be raised to the step which provides a salary increase of at least five percent (5%).

25.3.2. When an employee is appointed to a higher level title in the same department and he/she fails to qualify for permanent appointment in said title, he/she shall return to the lower level title if qualified and receive the salary rate they would have received if they had remained in that title.

25.3.3. When an employee receives an appointment in a different title in the same grade, his/her salary shall remain the same as in the former title.

25.3.4. An employee appointed from an open competitive list to a higher level position shall be eligible for an increase of at least five percent (5%).

25.3.5. Step movement shall continue through consecutive provisional appointments.

25.4. Completion of Traineeship

When an employee successfully completes the probationary term for a traineeship, he/she shall receive the hire rate of the higher grade.

25.5. Temporary Appointments

Employees appointed on a temporary basis to a higher grade position shall receive a five percent (5%) salary increase or be raised to the step which provides a salary increase of at least five percent (5%).

25.6. Demotion and Exercise of Seniority Displacement Rights

When an employee is demoted or when an employee exercises his/her seniority to displace to a lower grade position, as provided in Article 15 - Layoff and Recall, that employee shall be placed at the hire rate of the lower grade.

25.7. Voluntary Demotion

When an employee requests and/or accepts a voluntary demotion, their salary shall be the appropriate rate as if they had never vacated that title and be based on their hire date in that title.

25.8. Layoff and Recall

When an employee is recalled from layoff in accordance with the provisions of Article 15 - Layoff and Recall, that employee shall be paid at the same step or at the same salary he/she was paid immediately prior to layoff, whichever is applicable.

25.9. Rehired Employees

When a unit employee resigns from employment and is subsequently rehired within one (1) year, that employee shall be paid at the same step or at the same salary he/she was paid at the time of resignation, whichever is applicable.

25.10. Reinstatement

When an employee is reinstated from an unpaid leave of absence, that employee shall be paid at the same step or at the same salary he/she was paid upon commencing the leave of absence (plus any unit wide increases), whichever is applicable.

25.11. Starting Salary

New employees shall be paid at the hire rate of the grade. However, when a Department Head demonstrates severe and continued recruitment difficulty for a specific job title, the County

reserves the right to increase the starting salary of that job title up to three steps in that grade. Such action shall occur only when authorized in advance by the County Personnel Officer. Any employee in that job title whose salary falls below the new starting salary shall receive the new starting salary.

## **ARTICLE 26 OVERTIME PREMIUM**

26.1. The County will pay one and one-half (1 ½) 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.

### 26.2. Compensatory Time

26.2.1. For those authorized hours worked in excess of an employee's normal workweek, as specified in Article 22, but fewer than forty (40) hours, the employee shall have the option of receiving compensation at the employee's regular compensation rate or straight compensatory time for all overtime up to forty (40) hours.

26.2.2. In lieu of paid overtime, an employee may choose to accrue compensatory time at the rate of one and one-half (1 ½) times all authorized hours worked in excess of forty (40) hours in a workweek.

26.2.3. 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.

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

26.2.5. Employees may not bank more than forty (40) hours of compensatory time at any given time.

26.2.6. 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.

26.2.7. Effective January 1, 2003, employees may request to utilize compensatory time off for up to three (3) consecutive normal workdays at a time.

26.3. Up to sixteen (16) hours of compensatory time, personal leave, or vacation in a 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 pay.

**ARTICLE 27  
CALL-IN**

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

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

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

**ARTICLE 28  
CRISIS LINE PREMIUM**

28.1. Employees of the Madison County Mental Health Department and the Department of Social Services who are directed by their Department Head/designee to perform crisis line duty shall receive crisis line premium compensation.

28.2. Compensation

28.2.1. Weekdays - (Monday - Thursday) - \$30.00 per day. Supervisors performing on-call back-up responsibilities shall receive \$20.00 per day.

28.2.2. Weekends - (Friday - Sunday) - \$40.00 per day. Supervisors performing on-call back-up responsibilities shall receive \$30 per day.

28.2.3. Holidays and the Night before a Holiday - (Thanksgiving Eve, Christmas Eve and New Year's Eve only) - \$45.00 per day. Supervisors performing on-call back-up responsibilities shall receive \$35.00 per day.

28.2.4. The crisis line premium is intended to compensate employees for time spent on-call as well as for time spent on the telephone addressing matters which may arise while an employee is on-call. Actual in-field service, which occurs when it is necessary for an employee to leave his/her home, will be compensated at straight time or overtime in accordance with Article 26 - Overtime Premium. Article 27 - Call-In shall then be applicable.

28.3. The methods of selection, training, and operating procedures of the crisis line shall be determined solely by the County.

28.4. Crisis line compensation shall be paid via the payroll method and not by County voucher.

**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-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 second shift. Effective January 1, 2010, the shift differential for the second shift shall be increased to fifty (50) cents per hour.

A shift differential premium of fifty (50) 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. Effective January 1, 2010, the shift differential for the third shift shall be increased to seventy-five (75) cents per hour.

29.3. In the event that an employee is required to work into the second or 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	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

The County will grant employees one-half (1/2) day off before Christmas. For employees with a seven and one-half (7 1/2) hour day, the one-half day holiday is four (4) hours off. When it is impossible to allow one-half (1/2) day off before Christmas, a compensatory one-half (1/2) day will be given within six (6) weeks.

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.

### 31.3. Holiday Pay

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

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 double time pay for the holiday worked.

31.4. Public Safety Communicators in the Communications Center required to work Thanksgiving Day or Christmas Day receive payment at two and one-half (2 ½) times their regular compensation rate of pay.

Public Safety Communicators who apply and are approved to utilize leave time on any holiday shall receive eight (8) hours of compensation at their regular rate of pay and the time shall be deducted from their leave accruals.

31.5. 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 immediately 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.

## **ARTICLE 32 PERSONAL LEAVE**

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

32.2. FOR FULL-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1985 On the first day of the first full payroll period after January 1 of each year, each full-time employee shall be credited with 37.5 hours (40 hours for Public Safety Communicators and LPN's) of personal leave.

FOR FULL-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1985 On the first day of the first full payroll period after January 1 of each year, each full-time employee shall be credited with 22.5 hours (24 hours for Public Safety Communicators and LPN's) of personal leave.

On the first day of the first full payroll period after January 1 of each year, EACH FULL-TIME EMPLOYEE WITH FIFTEEN (15) YEARS OF CONTINUOUS SERVICE shall be credited with seven and one-half (7.5) additional hours (8 hours for Public Safety Communicators and LPN's) of personal leave.

FOR NEWLY HIRED FULL-TIME EMPLOYEES Full-time employees hired between January 1 - June 30 inclusive shall receive 15 hours (16 hours for Public Safety Communicators and LPN's) of personal leave at the time of hire. Full-time employees hired between July 1 - September 30 inclusive shall receive 7.5 hours (8 hours for Public Safety Communicators and LPN's) 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. 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 requests for less than one-half (1/2) hour units shall not be approved.

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.

32.8. On the first day of the first full payroll period upon ratification, each full-time employee shall be credited with seven and one-half (7.5) (8 for Public Safety Communicators and LPN's) additional hours of personal leave. On the first day of the first full payroll period after January 1, 2013, each full-time employee shall be credited with seven and one-half (7.5) (8 for Public Safety Communicators and LPN's) additional hours of personal leave. This benefit will only be available in 2012 and 2013 and will not continue in successor agreements without mutual agreement of the parties.

### **ARTICLE 33 SICK LEAVE**

33.1. Full-time employees hired prior to May 20, 2003 shall accrue 7.5 hours (8 hours for Public Safety Communicators and LPN's) of sick leave per month of service.

Full-time employees hired on or after May 20, 2003 who have 90 hours (96 hours for Public Safety Communicators and LPN's) of sick leave or more accrued on the day of the month that sick leave is awarded shall accrue 7.5 hours (8 hours for Public Safety Communicators and LPN's) of sick leave for their prior month of service. Said employees who have fewer than 90 hours (96 hours for Public Safety Communicators and LPN's) 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. When said full-time employee reaches (5) years of service, they shall accrue 7.5 hours (8 hours for Public Safety Communicators and LPN's) of sick leave per month of service.

At least one (1) month of employment is required prior to use of earned sick leave credits. Sick leave credits shall not be earned unless a full-time employee is on full-pay status for at least ten (10) working days during this calendar month.

33.2. Unused sick leave credits shall accumulate but only up to a maximum of 1500 hours (1600 hours for Public Safety Communicators and LPN's). 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 112.5 hours (120 hours for Public Safety Communicators and LPN's) per year. Immediate family is defined in Article 36 of this Agreement.

33.4. When an employee must be absent on sick leave, the employee is required to notify his/her Department Head or designee in accordance with Article 20 – Reporting Employee Absences no later than one (1) hour after the start of his/her shift except in the event of an emergency, with the exception of the employees working in the Communications Center who must notify their Department Head/designee no later than three (3) hours 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.

33.5. An employee covered by this Agreement shall not work for another employer on a day they have utilized sick leave. Sick leave utilized for medical appointments is excluded from this provision.

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

33.7. In case of absence of 22.5 (24 work hours for Public Safety Communicators and LPN's) or more consecutive work hours, a physician's statement verifying the employee's incapacity 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 as time off without pay. Upon return from sick leave of 225 hours (240 hours for Public Safety Communicators and LPN's) 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. When a Department Head believes an employee is abusing sick leave, a physician's statement may be requested for any absence.

### 33.8. 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 subject to the schedule below and payable in their payroll check from the first pay period of the calendar year.

Said attendance bonus shall be paid in accordance with the following schedule subject to the specified use of sick leave during the twelve calendar months of the preceding year, and not including those days used while on duty-incurred injury/illness compensation, any days contributed to the to the Sick Leave Bank or days bought back in accordance with 33.9. below. In

order to be eligible, employees must be on full-pay status, as defined in Section 33.1. above, during the entire calendar year period.

<u>Sick Leave Days Used in Preceding Calendar Year (7.5/8 hours)</u>	<u>Attendance Incentive</u>
More than 7.5/8 to 22.5/24 hours	\$200
More than 0 hours to 7.5/8 hours	\$350
0 hours	\$500

33.9. Between November 1 and December 1 of each year of the Agreement, those full-time employees with over 1012.5 hours (1080 hours for Public Safety Communicators and LPN's) 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 225 (240 hours for Public Safety Communicators and LPN's) 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 regular payroll check no later than December 20<sup>th</sup> of each year of the Agreement and the employee's sick leave accruals will be adjusted accordingly.

33.10. Excessive use of sick leave results in a loss of productivity and increases the workload of co-workers. It is understood that excessive use of sick leave shall be just cause for disciplinary action.

Excessive use of sick leave shall be defined as more than four (4) incidents of sick leave, whether paid or unpaid, in any three (3) calendar month period beginning January 1, 1989. An incident is defined as the use of sick leave for any portion of a workday or the use of sick leave resulting in 7.5 (8 hours for Public Safety Communicators and LPN's) or more consecutive sick hours. However, when the employee resumes work after an incident, any additional absences necessitated by the same illness which occur within the next seven (7) calendar days may be excused by the Department Head and may not be considered a new incident.

The penalties for violating the above shall be as follows:

- First Offense – Verbal counseling.
- Second Offense – Written reprimand.
- Third Offense – Deduction of 22.5 (24 hours for Public Safety Communicators and LPN's) vacation hours, or if the employee has fewer than 22.5 (24 hours for Public Safety Communicators and LPN's) vacation hours accrued, a 22.5 hour (24 hours for Public Safety Communicators and LPN's) suspension without pay.
- Fourth Offense – Deduction of 37.5 (40 hours for Public Safety Communicators and LPN's) vacation hours, or if the employee has fewer than 37.5 (40 hours for Public Safety Communicators and LPN's) vacation hours accrued, a 37.5 hour (40 hours for Public Safety Communicators and LPN's) suspension without pay.
- Fifth Offense – Further disciplinary action up to and including discharge.

If a period of one (1) year expires from the date of imposition of any level of discipline listed above, the employee shall be considered to have no violations of this Article of the Agreement. Imposition of discipline under this Article shall not be subject to arbitration under Article 48 – Grievance Procedure.

Department Heads and supervisors are encouraged to refer employees to the Employee Assistance Program in an attempt to correct excessive absenteeism and eliminate the need for disciplinary measures.

**ARTICLE 34  
CANCER SCREENING LEAVE**

Each calendar year, each full-time employee shall be granted up to four (4) hours of additional paid leave for the purposes of their own breast cancer screening and/or up to four (4) hours of additional paid leave for their own prostate cancer screening in accordance with New York State Law. Written documentation from a health care provider may be requested by the Department Head/designee to verify the leave.

**ARTICLE 35  
VACATION**

35.1. An employee that works a 37 ½ hour workweek shall earn vacation leave credit in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Hours per Month for Full-Time Employees</u>
Upon Hire	6.25 hours
After 4 years	9.375 hours
After 9 years	10 hours
After 10 years	10.625 hours
After 11 years	11.25 hours
After 12 years	11.875 hours
After 13 years and over	12.5 hours

An employee that works a 40 hour workweek shall earn vacation leave credit in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Hours per Month for Full-Time Employees</u>
Upon Hire	6.66 hours
After 4 years	10 hours
After 9 years	10.66 hours
After 10 years	11.33 hours
After 11 years	12 hours
After 12 years	12.66 hours
After 13 years and over	13.33 hours

Vacation leave shall be credited to employees for their prior month of service and shall not be earned unless a full-time employee is on full-pay status for at least ten (10) working days during this calendar month.

35.1.1. An employee on a medical leave of absence shall use any vacation they have earned prior to their application for an unpaid leave of absence under Article 46 of this Agreement.

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

35.3. All requests for vacation leave must be approved by the Department Head or his/her designee. For vacation leave requests for 22.5 (24 hours for Public Safety Communicators and LPN's) consecutive work 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 leave requests of less than 22.5 (24 hours for Public Safety Communicators and LPN's) consecutive hours, the employee must file a written request for vacation leave with the Department Head or his/her designee at least forty-eight (48) hours in advance of the requested leave. Exceptions may be granted by the Department Head or designee upon written request for leave time. The Department Head/designee shall respond in writing within five (5) working days.

When an employee's vacation request is approved at least thirty (30) days prior to the requested leave, seniority for the purposes of vacation selection shall not apply to subsequent requests from other employees in the same department or applicable departmental unit. When a vacation request is approved with fewer than thirty (30) days before the requested leave or when vacation requests are submitted on the same day, seniority shall prevail if the vacation is approved.

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

35.5. Vacation leave requests of less than three (3) hours shall not be approved. (See attached Appendix G regarding utilization of vacation leave in one-half (1/2) hour units.) No requests to use vacation leave in less than one-half (1/2) hour units will be considered.

When an employee has fewer than three (3) hours of accrued vacation, they may request to utilize the entire amount of the remaining vacation subject to the appropriate notice and approval.

35.6. 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 300 hours (320 hours for Public Safety Communicators and LPN's) be permitted.

35.7. 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.

35.8. 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.

### 35.9. 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, (B) Requests must be made for full day time periods, (C) Requests will be limited to a 225 hour (240 hours for Public Safety Communicators and LPN's) 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 36 BEREAVEMENT LEAVE**

36.1. In the event of a death in the employee's immediate family, bereavement leave of up to and including 22.5 hours (24 hours for Public Safety Communicators and LPN's) shall be granted to full-time employees. Part-time employees shall be eligible for up to and including 15 hours (16 hours for Public Safety Communicators and LPN's) of paid bereavement leave.

Immediate family shall be defined as: mother, father, husband, wife, son, daughter, grandmother, grandfather, granddaughter, grandson, sister, brother, and any other person who is an actual member of the employee's household. The above terms shall include natural, in-law, and step relations.

36.2. 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 37 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 225 hours (240 hours for Public Safety Communicators and LPN's) or 165 working hours (176 working hours for Public Safety Communicators and LPN's), 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 38 JURY DUTY AND COURT ATTENDANCE**

38.1. 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.

38.2. 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.

38.3. In accordance with New York State Law, when an employee reports or serves for a full day of jury service, they will not be required to work a full evening or night shift at the County.

## **ARTICLE 39 HEALTH INSURANCE/DISABILITY BENEFITS**

### 39.1. Traditional Health Plan

39.1.1. FOR FULL-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1985 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.

39.1.2. FOR FULL-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1985 The County will contribute ninety percent (90%) of the premium cost for individual medical coverage and individual dental coverage. In 2002, the County shall also contribute fifty percent (50%) of the premium cost for dependent medical coverage. Effective in the first payroll period following the ratification of this Agreement by both parties, the County shall contribute sixty percent (60%) of the premium cost for dependent medical coverage. In 2002, the employee shall be responsible for one hundred percent (100%) of the premium cost for dependent dental coverage. Effective in the first payroll period following ratification of this Agreement by both parties, the County shall contribute fifty percent (50%) of the premium cost for dependent dental coverage.

### 39.2. 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 traditional health plan. The County will contribute the same dollar amount each month towards HMO coverage as towards the traditional health plan when the HMO is more expensive than the traditional plan. Otherwise, the contributions described above are applicable.

### 39.3. Cost Control Measures

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

39.3.2. 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.

39.3.3. 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.

39.3.4. 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 \$50.00 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 15<sup>th</sup> 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.

#### 39.4. Disability Benefits for Full-Time Employees

39.4.1. 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.

39.4.2. 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.

#### 39.5. Section 125 Plan

39.5.1. 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 shall be established by the County. The maximum amount of contributions to the dependent care reimbursement account shall be the maximum amount allowed under the Internal Revenue Code. 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 reimbursement than they have contributed to that date shall be sent a request to reimburse said amount back to the County.

39.5.2. 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 40  
RETIREMENT**

40.1. 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.

40.2. 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.

40.3. 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 41  
LEAVE FOR COMPENSABLE  
INJURY OR OCCUPATIONAL ILLNESS**

41.1. 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.

41.2. 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.

41.3. Employees at the time of injury will be offered by the Department Head/designee 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/designee.

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. The employee may then convert personal leave to sick leave upon the exhaustion of sick leave accruals. This must be done in writing to the Department Head/designee. Then, if necessary, the employee will transfer to Workers' Compensation benefits for the duration of the employee's inability to work. The department will 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 ( $60 \div 30$  per day = 2 days sick time reinstated).

In this example, if the employee were paid 5 days sick pay, 2 would be reinstated.

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

## **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 or vacation 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.

43.2.3. Any employee who has not completed at least one (1) year of continuous service and who chose to borrow vacation leave in accordance with Article 35.1.2 of this Agreement shall reimburse the County upon their termination for the amount of borrowed vacation leave.

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 sixty (60) days. 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 Employees' Retirement 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:

<u>Completed Years of Continuous Service</u>	<u>Sick Leave Days Paid</u>
After 10 years	20 days
After 11 years	22 days
After 12 years	24 days
After 13 years	26 days
After 14 years	28 days
After 15 years	30 days
After 16 years	32 days
After 17 years	34 days
After 18 years	36 days
After 19 years	38 days
After 20 years	40 days
After 21 years	42 days
After 22 years	44 days
After 23 years	46 days
After 24 years	48 days
After 25 years	50 days
After 26 years	52 days
After 27 years	54 days
After 28 years	56 days
After 29 years	58 days
After 30 years	60 days

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.

**ARTICLE 44**  
**EDUCATIONAL ASSISTANCE**

44.1. Full-time bargaining unit employees who have completed at least one (1) year of continuous full-time employment shall be eligible for educational assistance for approved coursework in accordance with the following reimbursement schedule. Greater reimbursement for graduate courses, as listed below, will begin for courses taken starting in 2009.

- Grade of A: 100% reimbursement not to exceed \$700.00 per employee, per semester, per undergraduate course and \$1,000.00 per graduate course.
- Grade of B: 75% reimbursement not to exceed \$600.00 per employee, per semester, per undergraduate course and \$800.00 per graduate course.
- Grade of C: 50% reimbursement not to exceed \$500.00 per employee, per semester, per undergraduate course and \$600.00 per graduate course.

44.2. Educational assistance shall be subject to the approval of the Personnel Officer. Coursework must be job-related, required for a formal job-related degree, or to enhance promotional opportunity within County service. Each request for educational assistance must be submitted in writing to the Personnel Officer and Department Head at least five (5) days in advance of undertaking such coursework on a standard form prescribed and distributed by the Personnel Officer. Late requests shall be disapproved. The Personnel Officer shall provide written notification of approval/disapproval to the employee within fifteen (15) working days after receiving such request.

44.3. The employee shall submit the required voucher and supporting documentation as soon as possible, but no later than two (2) weeks from receipt of the bill/invoice received following course completion. Late vouchers shall be disapproved for payment. The Employer will reimburse the employee according to the above schedule within three (3) weeks, if possible, after the next

scheduled Board of Supervisors meeting which occurs after the receipt of the final grade and other required documents.

44.4. Educational assistance shall be limited to tuition. Such assistance shall be provided to a maximum of two courses per semester, per employee, or a total of four courses per year.

44.5. Upon receipt of educational assistance, the employee shall be expected to remain in County employment for at least one (1) year following course completion. If an employee does not remain in County employment for at least one (1) year, they shall reimburse the County for the educational assistance provided. Said amount shall be deducted from the employee's final paycheck including terminal benefits. In the event the employee still owes the County any reimbursement, he/she shall reimburse the remaining amount by money order made payable to the Madison County Treasurer within one (1) month of termination.

44.6. Effective January 1, 2013, upon receipt of educational assistance, the employee shall be expected to remain in County employment for at least two (2) years following course completion. If an employee does not remain in County employment for at least two (2) years, they shall reimburse the County for the educational assistance provided in accordance with the schedule below. Said amount shall be deducted from the employee's final paycheck including terminal benefits. In the event the employee still owes the County any reimbursement, he/she shall reimburse the remaining amount by money order made payable to the Madison County Treasurer within one (1) month of termination.

Length of Employment After Completion of Training	Reimbursement of Training Costs
0 to 6 months	100%
Over 6 to 12 months	75%
Over 12 to 18 months	50%
Over 18 to 24 months	25%
Over 24 months	-0-

**ARTICLE 45  
SCHEDULE OF BENEFITS FOR PART-TIME EMPLOYEES**

45.1. Wages

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

45.2. Sick Leave

Part-time employees covered by this Agreement shall earn sick leave credits 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 34 - Sick Leave shall apply to part-time employees covered by this Agreement unless specifically limited to full-time employees.

#### 45.3. Vacations

Part-time employees that work 37.5 hours bi-weekly, covered by this Agreement, shall earn vacation leave credit in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Hours per Month for Part-Time Employees</u>
Upon Hire	3.125 hours
After 4 years	4.375 hours
After 9 years	5.000 hours
After 10 years	5.625 hours
After 11 years	6.250 hours
After 12 years	6.875 hours
After 13 years and over	7.500 hours

Part-time employees that work 40 hours bi-weekly, covered by this Agreement, shall earn vacation leave credit in accordance with the following schedule:

<u>Completed Years of Continuous Service</u>	<u>Hours per Month for Part-Time Employees</u>
Upon Hire	3.333 hours
After 4 years	4.666 hours
After 9 years	5.333 hours
After 10 years	6.000 hours
After 11 years	6.666 hours
After 12 years	7.333 hours
After 13 years and over	8.000 hours

With Department Head approval, part-time employees may accumulate up to fifteen (15) vacation days maximum. All other provisions of Article 35 - Vacations shall apply to part-time employees covered by this Agreement unless specifically limited to full-time employees.

#### 45.4. 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 their regular straight time rate of pay and equivalent compensatory time off in lieu of the holiday.

#### 45.5. Health Insurance

##### 45.5.1. Traditional Health Plan

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 full premium cost for dependent medical coverage and dependent dental coverage.

45.5.2. 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 traditional health plan. The County will contribute the same dollar amount each month towards HMO coverage as towards the traditional health plan.

45.5.3. 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.

45.6. Personal Leave

FOR PART-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1994 On the first day of the first full payroll period after January 1 of each year, the employee will be credited with one (1) day of personal leave. Part-time employees hired on or after January 1, 1994 shall not be eligible for personal leave.

45.7. Longevity Premium

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

45.8. 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 36.

45.9. 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.

45.10. Cancer Screening Leave

Each calendar year, each part-time employee shall be granted up to four (4) hours of additional paid leave for the purposes of their own breast cancer screening and/or up to four (4) hours of additional paid leave for their own prostate cancer screening in accordance with New York State Law. Written documentation from a health care provider may be requested by the Department Head/designee to verify the leave.

**ARTICLE 46  
UNPAID LEAVE OF ABSENCE**

46.1. 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.

46.2. In order to be eligible for an unpaid medical leave of absence, the employee must have exhausted all sick leave accruals, unused vacation days, prorated vacation days (earned but not accrued), personal leave days, and compensatory time, if any.

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

46.4. 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 his/her decision within ten (10) working days after receiving such application.

An employee on a medical leave of absence shall be expected to contact the Department Head by telephone as soon as practicable following an appointment with a physician to provide an update on the employee's condition. The County reserves the right to require an independent medical examination during a medical leave of absence. The County shall incur all costs for said examination and all employee expenses subject to existing County policy and procedure.

46.5. 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.

46.6. 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.

46.7. 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 Section 46.5. above, or who fails to report for work on the expiration of any leave, will be deemed to have resigned.

#### **ARTICLE 47 DISCIPLINE AND DISCHARGE PROCEDURE**

47.1. 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.

47.2. 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, New York. 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.

47.3. 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 48.4. of this 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.

47.4. 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.

47.5. 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 48 GRIEVANCE PROCEDURE**

### 48.1. Definition

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) effected by the alleged grievance who is a managerial/confidential employee.

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

48.2. 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.

48.3. 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.

#### 48.4. 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 shall meet with the aggrieved employee(s) and the CSEA's Labor Relations Specialist, Unit President, and Grievance Representative, if any, 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 and Unit President.

#### 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 is given or is due, by written notice, request arbitration. Such notice of arbitration must be given to the County Personnel Officer. The Employer and the CSEA will select the Arbitrator from the following rotating list of Arbitrators: Sheila Cole, Ronald Kowalski, Judith LaManna, Michael Lewandowski, Peter Prosper, and Robert Rabin. The parties will begin with the first Arbitrator named above and request a hearing no later than six months from the request for arbitration. If the Arbitrator declines, the parties will contact the next Arbitrator on the list, and so on, until one is found for the hearing. Once an Arbitrator accepts or declines, their turn is deemed exhausted for the rotation and the parties will begin with the next Arbitrator on the list for the next hearing. The parties may mutually agree to waive the use of the rotating panel and mutually select an Arbitrator from this list or other Arbitrator to hold a hearing on the particular matter. The timeframes for submitting briefs, receiving the response of the Arbitrator, and similar administrative matters shall be mutually agreed to by the parties. If no mutual agreement can be reached then those timeframes established by the American Arbitration Association shall apply. 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.

If the list of Arbitrators named above has fewer than five (5) available Arbitrators at any time, the parties will convene in a labor-management meeting to mutually agree to another name(s) to add to the list.

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 49 TARDINESS**

49.1. Excessive tardiness results in a loss of productivity and increases the workload of co-workers. Each employee shall therefore be held accountable and responsible for arriving at work by their designated starting time. Likewise, employees shall be accountable for returning

promptly from their ten (10) minute breaks and designated lunch break. It is understood that excessive tardiness shall be just cause for disciplinary action.

49.2. Excessive tardiness shall be defined as two (2) or more occurrences in any calendar month of employment of reporting late to work, returning late from a break, returning late from lunch or any combination thereof. Penalties for excessive tardiness shall be as follows:

- First Offense – Verbal counseling.
- Second Offense – Written reprimand.
- Third Offense – Deduction of two (2) vacation days or, if the employee has fewer than two (2) vacation days, a two (2) day suspension without pay.
- Fourth Offense – Deduction of five (5) vacation days or, if the employee has fewer than five (5) vacation days, a five (5) day suspension without pay.
- Fifth Offense – Further disciplinary action up to and including discharge.

49.3. If a period of one (1) year expires from the date of imposition of any level of discipline listed above, the employee shall be considered to have no violations of this Article of the Agreement. Imposition of discipline under this Article shall not be subject to arbitration under Article 48 – Grievance Procedure.

49.4. Department Heads and supervisors are encouraged to refer tardy employees to the Employee Assistance Program in an attempt to correct the employee's behavioral problem and eliminate the need for disciplinary measures.

49.5. Tardiness 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 be considered an occurrence of tardiness.

## **ARTICLE 50 LABOR MANAGEMENT MEETINGS**

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.

## **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 SICK LEAVE BANK

52.1. 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.

52.2. 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.

52.3. 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.

52.4. 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 52.5.

52.5. All days in the SLB shall carry over from year to year. Each February 1<sup>st</sup>, 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.

52.6. 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 52.4. and 52.5. 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.

52.7. 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 48 or any other legal method.

52.8. 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.

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

52.10. 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.

52.11. 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.

52.12. 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.

52.13. 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 53 DRESS CODE**

53.1. All employees shall be dressed in clothing suitable for a professional business setting. Clothing shall be clean, in good repair, pressed, and modest in appearance. Jean pants and sneakers are expressly prohibited during client and/or public contact.

53.2. The Department Head/designee may approve a less stringent dress code for an employee(s) in their department or for their entire department. The Chairman of the Board may approve a less stringent dress code on a County-wide basis for a specified cause.

### **ARTICLE 54 TOBACCO POLICY**

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

### **ARTICLE 55 ALCOHOL/CONTROLLED SUBSTANCE TESTING**

55.1. The County and CSEA recognize that an impaired employee can have an impact on work productivity and on the ability to provide a work environment free from the effects of substance abuse. Employees are expected and required to be in a condition to safely and effectively perform their duties throughout the workday.

55.2. The County may test for controlled substances (via urinalysis) or alcohol (via breath alcohol testing) upon reasonable suspicion of impairment while on-duty. Reasonable suspicion exists when a trained Department Head/designee and one witness have specific, contemporaneous, articulable observations concerning the appearance, speech, behavior, or body odors of the employee in or at the workplace. Any reasonable suspicion testing shall be directed by Department Heads and designees trained by the County to make such determinations. CSEA officers and Grievance Representatives will also be trained by the County. Such training shall consist of formal training on the physical, behavioral, and speech of probable misuse of alcohol or prescription drugs and the use of illegal drugs. The CSEA shall be afforded the opportunity to review the training prior to its implementation. Such training must be completed before a Department Head or designee can require an employee to undergo a test. If an employee refuses a directive to submit to reasonable suspicion testing, such refusal shall be treated as a positive test. When a decision to test is made, the employee, at his/her request, shall be permitted to the extent practicable to consult by

telephone or in-person with a CSEA representative provided such consultation does not impede or delay the testing process.

It is understood that this provision is not intended to prohibit the responsible and permitted use of alcohol after-hours in social settings having some connection to County employment, such as training conferences.

55.3. The County shall bear the cost for all testing, preliminary and confirmation, pursuant to Section 55.2 above and Section 55.4 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. The employee shall be placed on paid administrative leave pending the confirmation test results. All testing shall be performed by a U.S. Department of Health and Human Services (DHHS) certified laboratory. If an employee requests retesting performed on a split sample, the employee shall bear the cost of the split sample test. An employee shall be reimbursed for a negative test result.

55.4. Employees who test positive for alcohol, which shall be defined as a breath alcohol test result of 0.04 or greater, or controlled substances based on testing thresholds promulgated by the certified testing laboratory, shall be referred to a substance abuse professional ("SAP") and may be 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 disciplinary action up to and including dismissal. Employees with positive test results may be entitled to a leave of absence in accordance with any applicable laws, rules, and regulations. Subsequent failed tests, if any, are subject to disciplinary action up to and including dismissal.

55.5. Upon return to work, the employee shall be subject to periodic, unannounced follow-up testing for a period of time to be determined by the SAP. Positive tests during this period shall be grounds for discipline up to and including dismissal.

55.6. Except as required or authorized by law, the County shall not release employee information contained in its records maintained under this Article. Any affected employee will receive, upon request, copies of any written records pertaining to testing under this Article. The County may disclose information maintained under this Article pertaining to an employee to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from the results of an alcohol or controlled substance test administered under this Article or if the County determines that the employee engaged in conduct prohibited by this Article (including but not limited to a Workers' Compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee). The County shall also release information regarding an employee's records as indicated by the specific written consent of the employee authorizing release of the information to an identified person. Release of information by the person receiving same is permitted only in accordance with the terms of the employee's consent.

55.7. All discipline referred to in this Article shall be pursuant to Article 47 of this Agreement.

**ARTICLE 56  
RETROACTIVITY**

Employees covered by this Agreement who are still on the active payroll as of the beginning of the payroll period immediately following ratification of the Agreement by both parties and those employees covered by this Agreement who retire directly from County employment into and under the provisions of the New York State Employees' Retirement System shall receive a retroactive payment computed upon the difference between the new regular compensation rate, and shift differential where applicable, and the regular compensation rate, and shift differential where applicable, prior to ratification for each hour actually compensated, including overtime, between January 1, 2012 and said payroll period. Retroactivity shall apply to only the hourly wages and shift differential, and shall not be applicable to any other contractual benefit.

**ARTICLE 57  
PAYROLL LAG**

New employees hired following the date of ratification (February 14, 2012) of the Agreement by both parties shall have their pay lagged by one week.

Employees hired before ratification (February 14, 2012) of this Agreement and still on the first payroll of 2014 will have their pay lagged beginning January 1, 2014. Employees that normally work a 37 ½ workweek will have one and one-half (1.5) hours deducted from their pay every pay period for a total of 25 payroll periods. Employees that normally work a 40 hour workweek will have two (2.0) hours deducted from their pay every pay period for a total of 20 payroll periods.

Employees will have the option to substitute already accrued vacation, personal, and compensatory leave time for the deductions referenced above. This option must be elected prior to January 1, 2014 and shall not be used in combination with the aforementioned hourly deduction. If an employee fails to make an election, that employee will default to having time worked deducted from their pay in accordance with the above paragraph.

**ARTICLE 58  
SAVINGS CLAUSE**

58.1. 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.

58.2. If such 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 59  
TAYLOR LAW**

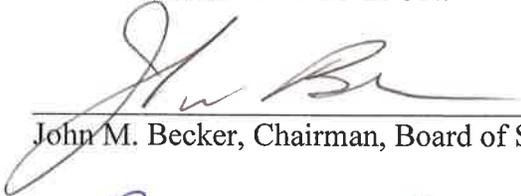
PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SECTION 204A OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 60  
TERM OF AGREEMENT**

This Agreement shall be in full force and effect from 12:01 a.m. January 1, 2011 to 11:59 p.m. December 31, 2014.

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. WHITE COLLAR UNIT**

  
\_\_\_\_\_  
Marc Heatley, CSEA Labor Relations Specialist

  
\_\_\_\_\_  
Russell Stewart, CSEA Unit President

DATE: 12/20/12

## **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 Chairman of the Board
- 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 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 of Social Services
- 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  
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 Specialist (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 D.W.I. Coordinator  
Supervising Psychologist  
Supervisor of Central Services  
Traffic Safety Coordinator  
Supervising Social Services Attorney  
Undersheriff  
Wastewater Treatment Plant Operators/Trainees  
Youth Bureau Director

**APPENDIX B**  
**2011 - 2014**  
**GRADE CLASSIFICATION**

- Grade B: Data Entry Machine Operator  
Keyboard Specialist  
Office Assistant I  
Transportation Aide
- Grade C: Geographic Information System Aide  
Real Property Tax Service Aide
- Grade D: Motor Vehicle Representative  
Motor Vehicle Representative/Recording Clerk  
Recording Clerk
- Grade E: Central Services Technician  
Office Assistant II  
Senior Keyboard Specialist  
Social Welfare Examiner Trainee  
Veterans Service Aide
- Grade F: Casework Assistant  
Geographic Information System Specialist  
Office Assistant III  
Outreach Worker  
Parent Aide  
Planning Assistant  
Public Health Technician  
Public Safety Communicator  
Resource Assistant  
Real Property Information Specialist  
Social Welfare Examiner  
Support Investigator  
Veterans Service Counselor
- Grade H: Senior Public Safety Communicator
- Grade I: E911 Database Specialist  
Junior Accountant  
Licensed Practical Nurse  
Principal Account Clerk  
Senior Geographic Information System Specialist  
Senior Real Property Information Specialist  
Senior Social Welfare Examiner  
Senior Support Investigator  
Veterans Service Counselor II

Grade J: Financial Investigator  
 Paralegal  
 Planner Trainee  
 Probation Officer Trainee  
 Program Coordinator  
 Service Coordinator  
 Welfare Employment Representative

Grade K: Accountant  
 Addictive Substance Counselor  
 Caseworker  
 Probation Officer  
 Workforce Development Coordinator  
 Workforce Development Counselor

Grade L: Computer Programmer  
 Computer Support Specialist  
 Engineering Technician  
 Environmental Health Specialist  
 Geographic Information Systems Technician  
 Mental Health Crisis Worker  
 Planner  
 Public Health Educator  
 Public Health Sanitarian

Grade M: School Services Program Coordinator  
 Senior Addictive Substance Counselor  
 Senior Caseworker  
 Senior Probation Officer  
 Senior Welfare Employment Representative  
 Senior Workforce Development Counselor

Grade N: Computer Programmer/Analyst  
 Computer Services Technician  
 Computer Services Technician/Programmer  
 E911 Database Coordinator  
 Engineering Technician II  
 Public Health Educator II  
 Public Health Sanitarian II  
 Senior Planner  
 Youth Program Development Specialist

Grade O: Associate Planner  
 Case Supervisor, Grade B  
 Children with Special Needs Coordinator  
 Computer Services Technician II  
 Probation Supervisor

Grade P: Computer Services Technician/Network Engineer  
 Intensive Case Manager  
 Social Worker-Child Welfare  
 Staff Social Worker

Grade Q: No Titles  
Grade R: Physical Therapist  
Senior Staff Social Worker  
Grade S: No Titles  
Grade T: Supervising Staff Social Worker  
Grade U: No Titles  
Grade V: Associate Psychologist  
Grade W: No Titles  
Grade X: Staff Psychologist  
Grade Y: No Titles  
Grade Z: Physical Therapy Coordinator

**JANUARY 1, 2011**  
**APPENDIX C-1**

	HR	1	2	3	4	5	6	7	8	9	10	11	12
A	11.91	12.03	12.15	12.27	12.39	12.51	12.64	12.77	12.90	13.03	13.16	13.29	13.42
B	12.50	12.63	12.76	12.89	13.02	13.15	13.28	13.41	13.54	13.68	13.82	13.96	14.10
C	13.13	13.26	13.39	13.52	13.66	13.80	13.94	14.08	14.22	14.36	14.50	14.65	14.80
D	13.79	13.93	14.07	14.21	14.35	14.49	14.63	14.78	14.93	15.08	15.23	15.38	15.53
E	14.49	14.63	14.78	14.93	15.08	15.23	15.38	15.53	15.69	15.85	16.01	16.17	16.33
F	15.19	15.34	15.49	15.64	15.80	15.96	16.12	16.28	16.44	16.60	16.77	16.94	17.11
G	15.75	15.91	16.07	16.23	16.39	16.55	16.72	16.89	17.06	17.23	17.40	17.57	17.75
H	16.76	16.93	17.10	17.27	17.44	17.61	17.79	17.97	18.15	18.33	18.51	18.70	18.89
I	17.61	17.79	17.97	18.15	18.33	18.51	18.70	18.89	19.08	19.27	19.46	19.65	19.85
J	18.13	18.31	18.49	18.67	18.86	19.05	19.24	19.43	19.62	19.82	20.02	20.22	20.42
K	19.01	19.20	19.39	19.58	19.78	19.98	20.18	20.38	20.58	20.79	21.00	21.21	21.42
L	19.99	20.19	20.39	20.59	20.80	21.01	21.22	21.43	21.64	21.86	22.08	22.30	22.52
M	20.99	21.20	21.41	21.62	21.84	22.06	22.28	22.50	22.73	22.96	23.19	23.42	23.65
N	22.03	22.25	22.47	22.69	22.92	23.15	23.38	23.61	23.85	24.09	24.33	24.57	24.82
O	23.16	23.39	23.62	23.86	24.10	24.34	24.58	24.83	25.08	25.33	25.58	25.84	26.10
P	24.32	24.56	24.81	25.06	25.31	25.56	25.82	26.08	26.34	26.60	26.87	27.14	27.41
Q	25.51	25.77	26.03	26.29	26.55	26.82	27.09	27.36	27.63	27.91	28.19	28.47	28.75
R	26.80	27.07	27.34	27.61	27.89	28.17	28.45	28.73	29.02	29.31	29.60	29.90	30.20
S	28.13	28.41	28.69	28.98	29.27	29.56	29.86	30.16	30.46	30.76	31.07	31.38	31.69
T	29.53	29.83	30.13	30.43	30.73	31.04	31.35	31.66	31.98	32.30	32.62	32.95	33.28
U	31.01	31.32	31.63	31.95	32.27	32.59	32.92	33.25	33.58	33.92	34.26	34.60	34.95
V	32.57	32.90	33.23	33.56	33.90	34.24	34.58	34.93	35.28	35.63	35.99	36.35	36.71
W	34.18	34.52	34.87	35.22	35.57	35.93	36.29	36.65	37.02	37.39	37.76	38.14	38.52
X	35.91	36.27	36.63	37.00	37.37	37.74	38.12	38.50	38.89	39.28	39.67	40.07	40.47
Y	37.70	38.08	38.46	38.84	39.23	39.62	40.02	40.42	40.82	41.23	41.64	42.06	42.48
Z	39.58	39.98	40.38	40.78	41.19	41.60	42.02	42.44	42.86	43.29	43.72	44.16	44.60

**JANUARY 1, 2012**  
**APPENDIX C-2**

	HR	1	2	3	4	5	6	7	8	9	10	11	12
A	12.24	12.36	12.48	12.60	12.73	12.86	12.99	13.12	13.25	13.38	13.51	13.65	13.79
B	12.84	12.97	13.10	13.23	13.36	13.49	13.62	13.76	13.90	14.04	14.18	14.32	14.46
C	13.49	13.62	13.76	13.90	14.04	14.18	14.32	14.46	14.60	14.75	14.90	15.05	15.20
D	14.17	14.31	14.45	14.59	14.74	14.89	15.04	15.19	15.34	15.49	15.64	15.80	15.96
E	14.89	15.04	15.19	15.34	15.49	15.64	15.80	15.96	16.12	16.28	16.44	16.60	16.77
F	15.61	15.77	15.93	16.09	16.25	16.41	16.57	16.74	16.91	17.08	17.25	17.42	17.59
G	16.18	16.34	16.50	16.67	16.84	17.01	17.18	17.35	17.52	17.70	17.88	18.06	18.24
H	17.22	17.39	17.56	17.74	17.92	18.10	18.28	18.46	18.64	18.83	19.02	19.21	19.40
I	18.09	18.27	18.45	18.63	18.82	19.01	19.20	19.39	19.58	19.78	19.98	20.18	20.38
J	18.63	18.82	19.01	19.20	19.39	19.58	19.78	19.98	20.18	20.38	20.58	20.79	21.00
K	19.53	19.73	19.93	20.13	20.33	20.53	20.74	20.95	21.16	21.37	21.58	21.80	22.02
L	20.54	20.75	20.96	21.17	21.38	21.59	21.81	22.03	22.25	22.47	22.69	22.92	23.15
M	21.57	21.79	22.01	22.23	22.45	22.67	22.90	23.13	23.36	23.59	23.83	24.07	24.31
N	22.64	22.87	23.10	23.33	23.56	23.80	24.04	24.28	24.52	24.77	25.02	25.27	25.52
O	23.80	24.04	24.28	24.52	24.77	25.02	25.27	25.52	25.78	26.04	26.30	26.56	26.83
P	24.99	25.24	25.49	25.74	26.00	26.26	26.52	26.79	27.06	27.33	27.60	27.88	28.16
Q	26.21	26.47	26.73	27.00	27.27	27.54	27.82	28.10	28.38	28.66	28.95	29.24	29.53
R	27.54	27.82	28.10	28.38	28.66	28.95	29.24	29.53	29.83	30.13	30.43	30.73	31.04
S	28.90	29.19	29.48	29.77	30.07	30.37	30.67	30.98	31.29	31.60	31.92	32.24	32.56
T	30.34	30.64	30.95	31.26	31.57	31.89	32.21	32.53	32.86	33.19	33.52	33.86	34.20
U	31.86	32.18	32.50	32.83	33.16	33.49	33.82	34.16	34.50	34.85	35.20	35.55	35.91
V	33.47	33.80	34.14	34.48	34.82	35.17	35.52	35.88	36.24	36.60	36.97	37.34	37.71
W	35.12	35.47	35.82	36.18	36.54	36.91	37.28	37.65	38.03	38.41	38.79	39.18	39.57
X	36.90	37.27	37.64	38.02	38.40	38.78	39.17	39.56	39.96	40.36	40.76	41.17	41.58
Y	38.74	39.13	39.52	39.92	40.32	40.72	41.13	41.54	41.96	42.38	42.80	43.23	43.66
Z	40.67	41.08	41.49	41.90	42.32	42.74	43.17	43.60	44.04	44.48	44.92	45.37	45.82

**JANUARY 1, 2013**  
**APPENDIX C-3**

	HR	1	2	3	4	5	6	7	8	9	10	11	12
A	12.61	12.74	12.87	13.00	13.13	13.26	13.39	13.52	13.66	13.80	13.94	14.08	14.22
B	13.23	13.36	13.49	13.62	13.76	13.90	14.04	14.18	14.32	14.46	14.60	14.75	14.90
C	13.89	14.03	14.17	14.31	14.45	14.59	14.74	14.89	15.04	15.19	15.34	15.49	15.64
D	14.60	14.75	14.90	15.05	15.20	15.35	15.50	15.66	15.82	15.98	16.14	16.30	16.46
E	15.34	15.49	15.64	15.80	15.96	16.12	16.28	16.44	16.60	16.77	16.94	17.11	17.28
F	16.08	16.24	16.40	16.56	16.73	16.90	17.07	17.24	17.41	17.58	17.76	17.94	18.12
G	16.67	16.84	17.01	17.18	17.35	17.52	17.70	17.88	18.06	18.24	18.42	18.60	18.79
H	17.74	17.92	18.10	18.28	18.46	18.64	18.83	19.02	19.21	19.40	19.59	19.79	19.99
I	18.63	18.82	19.01	19.20	19.39	19.58	19.78	19.98	20.18	20.38	20.58	20.79	21.00
J	19.19	19.38	19.57	19.77	19.97	20.17	20.37	20.57	20.78	20.99	21.20	21.41	21.62
K	20.12	20.32	20.52	20.73	20.94	21.15	21.36	21.57	21.79	22.01	22.23	22.45	22.67
L	21.16	21.37	21.58	21.80	22.02	22.24	22.46	22.68	22.91	23.14	23.37	23.60	23.84
M	22.22	22.44	22.66	22.89	23.12	23.35	23.58	23.82	24.06	24.30	24.54	24.79	25.04
N	23.32	23.55	23.79	24.03	24.27	24.51	24.76	25.01	25.26	25.51	25.77	26.03	26.29
O	24.51	24.76	25.01	25.26	25.51	25.77	26.03	26.29	26.55	26.82	27.09	27.36	27.63
P	25.74	26.00	26.26	26.52	26.79	27.06	27.33	27.60	27.88	28.16	28.44	28.72	29.01
Q	27.00	27.27	27.54	27.82	28.10	28.38	28.66	28.95	29.24	29.53	29.83	30.13	30.43
R	28.37	28.65	28.94	29.23	29.52	29.82	30.12	30.42	30.72	31.03	31.34	31.65	31.97
S	29.77	30.07	30.37	30.67	30.98	31.29	31.60	31.92	32.24	32.56	32.89	33.22	33.55
T	31.25	31.56	31.88	32.20	32.52	32.85	33.18	33.51	33.85	34.19	34.53	34.88	35.23
U	32.82	33.15	33.48	33.81	34.15	34.49	34.83	35.18	35.53	35.89	36.25	36.61	36.98
V	34.47	34.81	35.16	35.51	35.87	36.23	36.59	36.96	37.33	37.70	38.08	38.46	38.84
W	36.17	36.53	36.90	37.27	37.64	38.02	38.40	38.78	39.17	39.56	39.96	40.36	40.76
X	38.01	38.39	38.77	39.16	39.55	39.95	40.35	40.75	41.16	41.57	41.99	42.41	42.83
Y	39.90	40.30	40.70	41.11	41.52	41.94	42.36	42.78	43.21	43.64	44.08	44.52	44.97
Z	41.89	42.31	42.73	43.16	43.59	44.03	44.47	44.91	45.36	45.81	46.27	46.73	47.20

**JANUARY 1, 2014**  
**APPENDIX C-4**

HR	1	2	3	4	5	6	7	8	9	10	11	12	
A	12.99	13.12	13.25	13.38	13.51	13.65	13.79	13.93	14.07	14.21	14.35	14.49	14.63
B	13.63	13.77	13.91	14.05	14.19	14.33	14.47	14.61	14.76	14.91	15.06	15.21	15.36
C	14.31	14.45	14.59	14.74	14.89	15.04	15.19	15.34	15.49	15.64	15.80	15.96	16.12
D	15.04	15.19	15.34	15.49	15.64	15.80	15.96	16.12	16.28	16.44	16.60	16.77	16.94
E	15.80	15.96	16.12	16.28	16.44	16.60	16.77	16.94	17.11	17.28	17.45	17.62	17.80
F	16.56	16.73	16.90	17.07	17.24	17.41	17.58	17.76	17.94	18.12	18.30	18.48	18.66
G	17.17	17.34	17.51	17.69	17.87	18.05	18.23	18.41	18.59	18.78	18.97	19.16	19.35
H	18.27	18.45	18.63	18.82	19.01	19.20	19.39	19.58	19.78	19.98	20.18	20.38	20.58
I	19.19	19.38	19.57	19.77	19.97	20.17	20.37	20.57	20.78	20.99	21.20	21.41	21.62
J	19.77	19.97	20.17	20.37	20.57	20.78	20.99	21.20	21.41	21.62	21.84	22.06	22.28
K	20.72	20.93	21.14	21.35	21.56	21.78	22.00	22.22	22.44	22.66	22.89	23.12	23.35
L	21.79	22.01	22.23	22.45	22.67	22.90	23.13	23.36	23.59	23.83	24.07	24.31	24.55
M	22.89	23.12	23.35	23.58	23.82	24.06	24.30	24.54	24.79	25.04	25.29	25.54	25.80
N	24.02	24.26	24.50	24.75	25.00	25.25	25.50	25.76	26.02	26.28	26.54	26.81	27.08
O	25.25	25.50	25.76	26.02	26.28	26.54	26.81	27.08	27.35	27.62	27.90	28.18	28.46
P	26.51	26.78	27.05	27.32	27.59	27.87	28.15	28.43	28.71	29.00	29.29	29.58	29.88
Q	27.81	28.09	28.37	28.65	28.94	29.23	29.52	29.82	30.12	30.42	30.72	31.03	31.34
R	29.22	29.51	29.81	30.11	30.41	30.71	31.02	31.33	31.64	31.96	32.28	32.60	32.93
S	30.66	30.97	31.28	31.59	31.91	32.23	32.55	32.88	33.21	33.54	33.88	34.22	34.56
T	32.19	32.51	32.84	33.17	33.50	33.84	34.18	34.52	34.87	35.22	35.57	35.93	36.29
U	33.80	34.14	34.48	34.82	35.17	35.52	35.88	36.24	36.60	36.97	37.34	37.71	38.09
V	35.50	35.86	36.22	36.58	36.95	37.32	37.69	38.07	38.45	38.83	39.22	39.61	40.01
W	37.26	37.63	38.01	38.39	38.77	39.16	39.55	39.95	40.35	40.75	41.16	41.57	41.99
X	39.15	39.54	39.94	40.34	40.74	41.15	41.56	41.98	42.40	42.82	43.25	43.68	44.12
Y	41.10	41.51	41.93	42.35	42.77	43.20	43.63	44.07	44.51	44.96	45.41	45.86	46.32
Z	43.15	43.58	44.02	44.46	44.90	45.35	45.80	46.26	46.72	47.19	47.66	48.14	48.62

## APPENDIX D

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 D 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 judgement, 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.

**APPENDIX E**

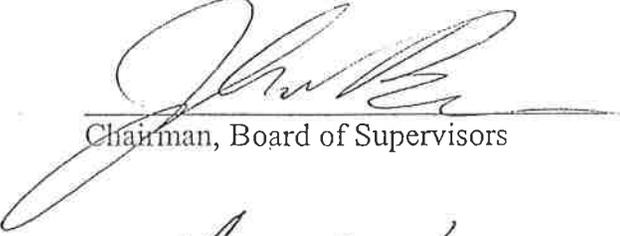
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MADISON  
AND  
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
(WHITE COLLAR UNIT)

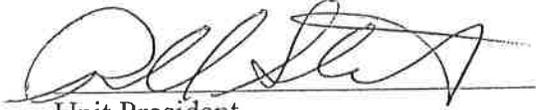
The County of Madison ("County") and the Civil Service Employees Association, Inc. White Collar Unit ("CSEA") do hereby agree to the following provisions pertaining to the Madison County Health Insurance Program ("Program").

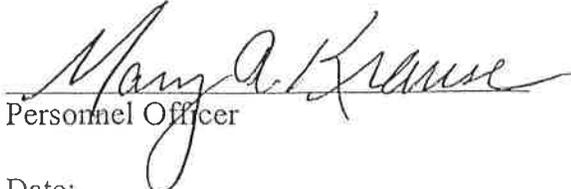
1. The labor/management Health Insurance Task Force shall meet at the request of the County or any bargaining unit within the County. The Personnel Officer shall be responsible for scheduling the meeting and notifying all parties.
2. The Task Force shall review cost containment data and make recommendations concerning methods for continued cost control.
3. The County agrees to commit adequate human resources for the purposes 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.
5. The wellness program committee shall be a sub-committee of the Health Insurance Task Force. The wellness program committee may review data provided by the health insurance carriers or other similar source with regard to health insurance program costs and pertinent health insurance program information. The committee will discuss, develop and implement wellness programs which may include individual and/or group incentives for program participation and achievement. Wellness program topics will include but not be limited to smoking cessation, increased physical activity and proper nutrition. Incentives may include non-monetary recognition and/or rewards of a nominal monetary value.

FOR THE COUNTY:

FOR CSEA:

  
Chairman, Board of Supervisors

  
Unit President

  
Personnel Officer

  
Labor Relations Specialist

Date:

APPENDIX F

MADISON COUNTY DEPARTMENT OF PERSONNEL/CIVIL SERVICE



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

Eileen M. Zehr  
Personnel Officer  
eileen.zehr@co.madison.ny.us

Ryan D. Aylward  
Director of Labor Relations  
ryan.aylward@co.madison.ny.us

July 14, 2011

Mr. Marc Heatley, LRS  
CSEA, Inc.  
6595 Kirkville Road  
East Syracuse, NY 13057

Dear Marc:

This letter is intended to memorialize the pilot project that the County of Madison and the CSEA White Collar Unit came to agreement on during a negotiation session on May 26, 2011. The subject matter addressed in this letter impacts Article 20 – Reporting Employee Absences, and specifically Article 20.1 (b). The terms of this pilot project are found below:

1. The pilot project shall take effect upon the ratification by the CSEA and the County Board of Supervisors for the successor agreement to the agreement by and between Madison County and CSEA Local 1000 AFSCME, AFL-CIO – White Collar Unit, January 1, 2009 – December 31, 2010.
2. The pilot project shall end when the successor agreement expires and shall only continue if it is authorized in writing by both the CSEA and the County.
3. Employees shall be responsible for reporting their absences no later than the time the employee is scheduled to work.
4. This agreement shall only effect employees that are assigned to the following departments:
  - Assessment
  - Employment & Training
  - Mental Health
  - Planning
  - Sheriff's Office
  - Treasurer's Office
  - Veterans
5. This letter is not precedent-setting upon either party.

If you have further questions or input at any time, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Ryan D. Aylward".

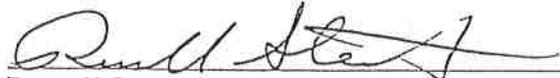
Ryan D. Aylward  
Director of Labor Relations

**APPENDIX F**

The signatures below indicate agreement with the pilot project as described above.

  
\_\_\_\_\_  
Marc Heatley, CSEA LRS

7/14/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Russell Stewart, Unit President

07-14-11  
\_\_\_\_\_  
Date

APPENDIX G

MADISON COUNTY DEPARTMENT OF PERSONNEL/CIVIL SERVICE



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

Eileen M. Zehr  
Personnel Officer  
eileen.zehr@co.madison.ny.us

Ryan D. Aylward  
Director of Labor Relations  
ryan.aylward@co.madison.ny.us

July 14, 2011

Mr. Marc Heatley, LRS  
CSEA, Inc.  
6595 Kirkville Road  
East Syracuse, NY 13057

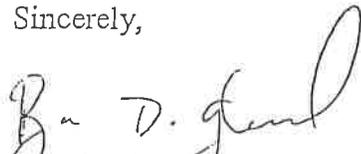
Dear Marc:

This letter is intended to memorialize the pilot project that the County of Madison and the CSEA White Collar Unit came to agreement on during a negotiation session on May 26, 2011. The subject matter addressed in this letter impacts Article 35 – Vacation, and specifically the first sentence of Article 35.5. The terms of this pilot project are found below:

1. The pilot project shall take effect upon the ratification by the CSEA and the County Board of Supervisors for the successor agreement to the agreement by and between Madison County and CSEA Local 1000 AFSCME, AFL-CIO – White Collar Unit, January 1, 2009 – December 31, 2010.
2. The pilot project shall end when the successor agreement expires and shall only continue if it is authorized in writing by both the CSEA and the County.
3. Employees shall be permitted to utilize vacation leave, as defined in Article 35, in half (1/2) hour units.
4. Vacation leave requests shall continue to be approved in accordance with Article 35.3.
5. This letter is not precedent-setting upon either party.

If you have further questions or input at any time, please contact me.

Sincerely,

  
Ryan D. Aylward  
Director of Labor Relations

The signatures below indicate agreement with the pilot project as described above.

  
\_\_\_\_\_  
Marc Heatley, CSEA LRS

7/14/11  
Date

  
\_\_\_\_\_  
Russell Stewart, Unit President

07.14.11  
Date