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Albany, County Of And Pef (Albany
County Probation Dept)

CO / PRO

AGREEMENT

between the

COUNTY OF ALBANY

and the

ALBANY COUNTY PROBATION DEPARTMENT UNIT

of the

PUBLIC EMPLOYEES FEDERATION, AFL-CIO

January 1, 2001 through December 31, 2003

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



AGREEMENT

between the

COUNTY OF ALBANY

and the

ALBANY COUNTY PROBATION DEPARTMENT UNIT

of the

PUBLIC EMPLOYEES FEDERATION, AFL-CIO

January 1, 2001 through December 31, 2003



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ARTICLE 1

PARTIES

This a Collective Bargaining Agreement between the County of Albany (hereinafter "the County") and the Public Employees Federation, AFL-CIO, 1168 Troy Schenectady Road, P.O. Box 12414, Albany, New York 12212-2414 (hereinafter "PEF" or union), the duly certified exclusive representative, pursuant to the Public Employees Fair Employment Act, for the unit consisting of probation assistants, probation officer trainees, probation officers, senior probation officers, probation supervisors and part-time employees within the Probation Department within the employment of the County of Albany.

ARTICLE 2

DEFINITIONS

A. "Regular Employee" shall be defined as an employee who is required to work a fixed number of hours per week on an annual basis, as more completely defined in Article 10 of this Agreement.

B. "Director or designee" shall refer to the Director of the County Probation Department or the Director's designee.

ARTICLE 3

DURATION OF AGREEMENT

Three year agreement for the term January 1, 2001 through December 31, 2003

ARTICLE 4

DUES and Other Payroll DEDUCTION

The County shall deduct from the salary of each employee who so authorized in writing dues for membership in PEF in the amount certified by PEF to the County. The County shall promptly transmit such deductions to PEF monthly.

1. Effective the signing of this Agreement, an agency fee provision will become effective at any time during the life of this Agreement when Union membership reaches sixty-five percent (65%) of full time permanent positions in the bargaining unit. Once the sixty-five percent (65%)

threshold has been reached, all employees who are members of the Union shall remain members or if membership is dropped, shall become agency shop payees. All terms of the paragraph shall remain in full force and effect until the expiration date of this Agreement.

2. Effective the signing of this Agreement, unit employees shall be eligible to participate in the Albany County Deferred Compensation Plan, in accordance with the terms and conditions of said plan.

3. The County agrees to provide one (1) additional deduction line on the payroll for Union sponsored benefits

4. All Bargaining Unit members shall be eligible to participate in the county-wide leave donation plan established by the Albany County Legislature and administered by the Albany County Department of Human Resources. Employees are not eligible for leave donation if they have requested sick leave at half pay.

5. All bargaining Unit members shall be eligible to participate in the Albany County Direct deposit program, in accordance with the terms of the plan.

6. Effective January 1, 1999, the Albany County Section 125 Flexible Spending Plan will be available to all bargaining unit members. This Section 125 flexible spending plan will at least include deductions from pre-tax dollars for health insurance premium contributions, co-payments, other medical expenses and dependent care expenses.

ARTICLE 5

MANAGEMENT RIGHTS

1. The Union recognizes the Employer's legal responsibility and sole prerogative to manage its business and, except as expressly limited by this Agreement, to direct, hire, assign, transfer, promote, lay off and, for just cause, discipline or discharge its employees, in accordance with applicable laws.

2. The employees covered by this Agreement shall conform to all department rules, when made known to the employees and the union, which do not conflict with the provisions of this Agreement.

3. The department maintains the right to determine the size of the work force, allocate and assign work, and to contract out work when in its discretion the proper on site equipment, manpower or skills are not available.

4. The department retains the right to institute new or improved operating methods or facilities. Any reduction of the work force brought about by the institution of such operating methods or facilities will be made through attrition if possible.

5. The department reserves the right to change work schedules in accordance with Article 10.

6. The department reserves the right to select and assign new employees.

7. An employee appointed from a New York State Civil Service list to any title within this Agreement shall work under the provisions of the Agreement, but shall be employed only on a six (6) month trial basis (except for Probation Officer Trainees who's probation shall be for one (1) year period, after which there will be no additional probationary time required), during which period he/she may be discharged by the Employer without cause or recourse to the grievance procedure.

8. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it.

9. Any employee accepting a promotional appointment must work a twelve (12) week probationary period. An employee who does not satisfactorily complete said twelve (12) week probationary period shall be returned to their previously held position unless discharged for cause.

ARTICLE 6

UNION ACTIVITIES

The Union president and four (4) other employees designated as Union representatives, whose names will be submitted to the Director of the Probation Department (hereinafter "the Director") in writing by the Union, shall be permitted during working hours and without loss of leave time, after receiving permission, which shall not be unreasonably denied, from the Director to:

1. Participate in negotiations with the employer including preliminary meetings on ground rules through all impasse procedures. However, no compensation shall be received for meetings held before or after the regular work day or on an employee's day off. Any employee desiring release time pursuant to this section shall notify his/her supervisor in advance of the date of such negotiations. Such employee shall be released from work for the entire regular work day.

2. Transmit communications and post notices authorized by the Union or its officers to the County or its representative at each facility.

3. Consult with the County or through its representative concerning the enforcement of any provisions of this Agreement at a mutually agreed time.

4. Employees selected by the union to act as union representatives shall be known as Steward and Alternate Steward. The names of employees selected as Steward and Alternate Steward shall be certified in writing to the Employer by the local union. Such union stewards shall have the right to investigate and process grievances during their

regular working hours without loss of time or pay; however, such employees must notify their immediate supervisor, and secure permission prior to leaving their work assignments. Such permission will not be unreasonably denied.

5. The County shall provide half of the space on existing bulletin boards for the use of the Union to post notices and other information on each floor at 35 Chapel Street and in Room 72 at the Albany County Court House.

6. No more than the President and two (2) representatives may participate in negotiations at any one time.

7. No more than one Union officer at a time shall be allowed time during the work day, without loss of pay, for activities other than negotiations, outlined above.

8. The Employer agrees to grant a cumulative total of five (5) working days without loss of leave credits or salary for PEF Officers to attend Union conventions and/or workshops. This time will be allotted provided the Department operations are not impaired. A request for such leave must be made with the Director five (5) days in advance by the Union prior to the date the function is scheduled. The Employer will not unreasonably deny such request. This section is separate from above Sections 6 and 7.

9. Union meetings may be conducted at County work sites during non work time including lunch hours. Such meetings will not disrupt the normal operations of the Department.

ARTICLE 7

GRIEVANCE AND DISCIPLINARY PROCEDURES

Grievance Procedure

Section 1. Definition: The term "contract grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of employment, arising out of this Agreement.

Section 2. Procedure

A. **Initiation:** The County, employees and the Union are encouraged to resolve problems informally prior to the filing of a formal grievance.

B. If an individual employee or the Union believes that there has been a violation, misinterpretation or inequitable application of the provisions of this Agreement, the grievance shall be reduced to writing by the individual grievant(s) or by the Union and signed by the party bringing the grievance. The grievance shall specify the nature of the grievance including the section(s) of the Agreement allegedly violated.

First Step. Deputy Director: All grievances must be submitted in writing, and signed by

the aggrieved employee or an authorized representative and submitted within twenty (20) working days of the occurrence of the incident which causes the employee or the Union to be aggrieved, and submitted to the Deputy Director. Within fifteen (15) calendar days after receiving the grievance, the Deputy Director shall meet with the aggrieved employee(s) and the appropriate Union representative. Within five (5) working days after this meeting, the Deputy Director shall issue a written response. If the Union or aggrieved employee is not satisfied with the response to the grievance, or should the Deputy Director fail to provide a response, the grievance procedure shall automatically progress to STEP 2.

Second Step. Director: An appeal to the Second Step must be submitted in writing within five (5) working days from receipt of the Step 1 response or when the STEP 1 response should have been received. If within ten (10) working days after receiving the STEP 2 grievance, the grievance is not resolved, or the Director fails to give an answer, the grievance procedure shall automatically progress to STEP 3.

Third Step. Commissioner: In the event the grievance is unresolved after being processed through the FIRST and SECOND Step of the grievance procedures, the Union may, within ten (10) working days after receiving notification of the Director's decision, or within ten (10) working days of when that decision should have been received, submit the grievance to the Albany County Commissioner of Human Resources. The submission shall be in writing and shall include a copy of the grievance filed at step 1 and any supporting documentation; a copy of the Step 1 response and any written appeals therefrom; the step 2 response; and a plain written statement of the reasons for disagreement with prior decisions. The Commissioner, or the Commissioners designee, who may review the submissions with appropriate county officials, shall issue a short written statement of his/her decision within 20 working days after receipt of the Step 3 submission. However, if the Commissioner, or the Commissioner's designee determines that a hearing is necessary to resolve factual disputes, the Commissioner, or the Commissioner's designee, shall hold a hearing within (20) twenty working days after receipt of the step 3 submission. The Commissioner, or the Commissioner's designee will forward to all parties his/her written decision within fifteen (15) working days after the hearing, if held. In the event the decision is not acceptable or is not received within the prescribed time limits, the grievance procedure shall automatically progress to STEP 4.

Fourth Step. Arbitration: In the event the grievance is unresolved after being processed through the steps of the grievance procedures, the Union may, within ten (10) working days after receiving notification of the Commissioner of Human Resources' decision, submit the grievance to arbitration. Upon filing a demand for arbitration through PERB, the Union shall communicate its intentions to proceed to arbitration to the Director or the Director's designee. The expense of the arbitrator shall be shared equally by the County and the Union. All other expenses incurred shall be paid by the party incurring them. The decision of the arbitrator shall be final and binding on the parties to this Agreement. The arbitrator shall, when making said decision, have no power to add to, subtract from, or modify the specific provisions of this Agreement.

C. The prescribed and agreed upon forms for filing grievances will be used by the Union in the processing of all grievances.

D. Time frames established by this Article may be waived by mutual agreement and

confirmed in writing by the requesting party.

Disciplinary Procedure:

A. General Provisions: It is understood and agreed that no employee who is a permanent employee by virtue of having completed their probationary period shall be removed or otherwise subject to any disciplinary penalty except for incompetency or misconduct. Therefore, the purpose of this Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. However, the County generally adheres to the concept of progressive discipline. Where the Director or the Director's designee seeks the imposition of a loss of leave credits or other privileges, written reprimand, fine of no more than \$200, demotion in title or grade, suspension without pay or dismissal from service, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The employee shall be provided with two (2) copies of any Notice of Discipline being served upon him/her. The Notice of Discipline shall specify the penalty to be imposed and the conduct giving rise to that penalty. The Notice served on the employee shall contain a detailed description of the alleged acts and conduct including references to dates, times and places.

1. An employee shall not be disciplined for acts, known to the Employer, except those which would constitute a crime, which occurred more than one year prior to the service of the Notice of Discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any. If the employee is a potential target of discipline then the employee shall have the right to be represented by the Union or an attorney of their choice at all levels of the disciplinary procedure. The employee shall be given reasonable time to obtain Union representation or an attorney prior to any disciplinary interrogation.
2. An employee may be suspended without pay or temporarily reassigned for up to 30 working days pending any arbitration of the Notice of Discipline.

If an employee is suspended or temporarily reassigned, a Notice of Discipline must then be served no later than five (5) working days following any suspension or temporary reassignment. If no Notice of Discipline is served or is served and determined to be untimely, the employee must be returned to duty in the same assignment with back pay and the matter shall be considered closed.

In addition, the following may apply:

- a. An employee suspended or temporarily reassigned shall return to his/her former position and assignment with the same salary following the 30 day suspension unless specifically precluded under terms of settlement or for reasons as imposed by any penalty. In addition, the suspension or temporary reassignment shall continue if a delay in the proceeding is caused by the employee or the employee's representative.
- b. During the period of suspension or temporary reassignment, the County shall maintain all contributions which it had made to the employee's and their

dependent's health insurance coverage that was in effect on the day prior to the first day of the suspension or temporary reassignment by paying the employer's share of the charges to maintain such coverage.

c. An employee offered temporary reassignment may refuse such assignment and be suspended without pay, but such election shall be made in writing and signed by the employee.

d. The fact that the County has temporarily reassigned an employee rather than suspending him or her without pay or the election by an employee to be suspended without pay rather than be temporarily reassigned shall not be used against the employee in a disciplinary arbitration.

e. Temporary reassignments under this Section shall not involve a change in the employee's rate of pay.

f. Suspensions without pay or temporary reassignments made pursuant to this Section shall be reviewable, by a disciplinary arbitrator in accordance with the provisions of this Section.

B. Grievance Procedure: Upon being served with a Notice of Discipline, the employee may discuss the Notice with his/her supervisor. However, in the event a Notice, as provided for in Section A of this Article, is served on an employee, the employee shall have ten (10) calendar days to file a grievance protesting the action of the Director. Such grievance shall be filed directly with the Director at Step 2 of the grievance procedure. The Director or the Director's designee may hold a meeting to discuss the merits of the grievance with the employee and his/her Union representative or his/her own attorney, if he/she chooses to retain his/her own attorney at personal cost to represent him/her; but, in any event, the Director or the Director's designee shall respond in writing within ten (10) working days of the receipt of the grievance or of the meeting if held.

C. Appeal: In the event the disciplinary grievance is not resolved at a meeting or no response is received in writing from the Director, or the Director's designee, then, within ten (10) working days thereafter, the employee may elect to submit the matter, in writing, to the Commissioner of Human Resources or designee. Within ten (10) calendar days after receiving the disciplinary grievance, the Commissioner of Human Resources or designee will hold a hearing. Within ten (10) calendar days after said hearing, the Commissioner or designee shall issue a written response.

D. Disciplinary Arbitration: If the grievance is not resolved at the Commissioner of Human Resources or designee level, or no decision is received, then the employee shall have the right to proceed to binding arbitration as provided for in Article 7 of this Agreement (i.e., within 10 working days). If the employee opts to be represented by his/her own attorney, the cost of the arbitration proceeding will be borne equally by the County and PEF.

E. Exclusive Rights of Review: The procedures under this Article shall be the sole and exclusive procedure with respect to disciplinary actions and shall replace Sections 75 and 76

of the New York State Civil Service Law.

F. Right to a Response: In the event the Employer fails to respond at any stage in the manner set forth above, then the aggrieved shall have the right to proceed to the next step. However, the penalty proposed by the Director or the Director's designee may not be implemented until (1) the employee fails to file a disciplinary grievance within 10 calendar days of the service of the Notice of Discipline, or (2) having filed a grievance, the employee fails to file timely appeals as provided in subdivision B, C, and D or (3) the penalty is upheld or a different penalty is determined by the arbitrator to be appropriate, or (4) the matter is settled.

G. Definitions

1. "Days" as used in this Section, shall mean working or calendar days as specified.

2. "Service" shall be complete upon personal delivery or, if it is made by certified mail, return receipt requested, it shall be complete upon the date the employee or any other person accepting delivery has signed the return receipt or when the letter is returned to the Director or the Director's designee.

3. "Filing" shall be complete upon actual receipt or, if certified mail, return receipt requested is used, upon the date of mailing appearing on the postal receipt.

H. Timeliness: In the event of a question of timeliness of any disciplinary grievance or appeal to arbitration, the date of actual receipt shall be determinative when personal delivery is used and the date of mailing appearing on the postal receipt shall be determinative when certified mail, return receipt requested is used.

I. Time Limits: The limits contained in this Article may be waived by mutual agreement of the parties. Any such agreement must be confirmed in writing by the party requesting such action.

J. Changes in work day, job assignment, or transfer or reassignment to another work location or job station may not be made for the sole purpose of imposing discipline unless imposed pursuant to the provisions of this Article.

ARTICLE 8

SALARY

(A) 1. Effective, retroactively to January 1, 2001. 3% salary increase across the board. Addition of seven hundred and fifty (\$750.00) to the existing Step 5 for Probation Assistant; Addition of New Step 10 at plus seven hundred and fifty dollars above Step 5 for Probation Assistant; Addition of one thousand dollars (\$1000.00) to step 5 for Probation Officer; Addition of New Step 10 at plus one thousand dollars above step 5 for Probation Officers; Increase Senior Probation Officer and Probation Supervisor by Two Thousand dollars (\$2000.00) for all steps..

2. Effective January 1, 2002 3% salary increase across the board for all titles.
3. Effective January 1, 2003 4% salary increase across the board for all titles.

(B) 1. All new employees in the Albany County Probation Department will be paid the minimum rate of pay for the job classification into which they are initially hired, and will proceed to the next step of the salary schedule for their job classification upon completion of one year of service, and each year thereafter on their anniversary date in the job classification, until the maximum rate of pay is reached.

2. Current employees shall be paid according to the salary schedule for their job classification based on the employee's total service in his or her job classification. Further advancement between steps shall occur on the employee's anniversary date in the job classification, until the maximum rate of pay is reached.
3. Employees promoted from one job classification to another shall be paid the minimum rate of pay for the job classification into which they promoted, and will proceed to the next step upon completion of each year of service in the new job classification. However, any probation Officer at step 5 of the Probation Officer Salary schedule who is promoted to Senior Probation Officer shall be placed at step 1 of the Senior probation Officer salary schedule upon their promotion.
4. Any Probation Officer who transfers to a part-time Probation Officer position shall be placed at the step on the part-time Probation Officers salary schedule equivalent to the step they held on the Probation Officer Salary Schedule at the time of such transfer. Such an employee shall retain the anniversary date they held in the Probation Officer position for the purpose of advancing to the next salary step on the part-time Probation Officer salary schedule. Any employee transferring from a part-time Probation Officer position to a Probation Officer position shall be similarly treated.

5. Salary steps and movement between steps shall be based on the employee's anniversary date within job classification, with the exception of subsections (B) (3) and (B) (4) above, and will be paid on the last pay period of the anniversary month.

(C) Those employees who are required to be "on call" in conjunction with either the "Electronic Monitoring Program" or the "Warrant Squad", shall receive an additional one thousand dollars (\$1,000.00) per year.

This amount shall be paid in addition to the annual salary of those employees assigned, in writing by the Director, to each of those assignments, but shall not be added to the salary schedule.

In addition only one stipend will be provided per employee even if an individual employee volunteers to participate in each of the above mentioned programs. If no volunteers apply assignment to both programs will be by

reverse order of seniority of those employees eligible. Payment of the stipend for the "warrant squad" will not go into effect until assignments begin.

ARTICLE 9

LONGEVITY

Effective 1/1/89:

<u>Years of Continuous Full Time Service</u>	<u>Longevity Increments</u>	<u>Cumulative Amount Due</u>
3 - 4	\$150	\$150
5 - 6	\$200	\$350
7 - 9	\$250	\$600
10 - 14	\$300	\$900
15 - 19	\$350	\$1,250
20 - 24	\$450	\$1,700
25+	\$550	\$2,250

Longevity to be paid the last pay period of the month in which the employee anniversary date falls.

Part-time employees are not eligible to earn longevity.

Effective 1/1/97:

Only employees hired on or before 12/31/96, who have obtained 3 years of service and are receiving longevity by the last day of the month of full ratification, shall continue to be entitled to longevity increments 3 through 5 and shall receive such longevity increments as provided in subsection A above.

New employees, hired on or after January 1, 1997, shall be entitled to longevity increments commencing with the completion of their sixth year of continuous service. Commencing with the completion of their sixth year of continuous service, such employees shall receive a longevity increment of \$350 and shall continue to receive longevity increments thereafter as provided in subsection A above.

ARTICLE 10

WORKING HOURS

A. The Standard Work Week shall consist of five (5) days on (Monday through Friday) and two (2) days off (Saturday and Sunday). The Standard Work Day shall be eight (8) hours from 9 a.m. until 5 p.m., with one (1) hour for lunch. However, situations may arise that will require an employee to work in addition to, or at hours outside, the Standard Work Week or Day, and the Director and his/her designee shall retain the right to require employees to work such hours, subject to the provisions of Article 11 and this Article. Any employee who is required to work in addition to the Standard Work Week or day; i.e., hours in excess of eight (8) hour per day, shall be compensated in accordance with the provisions of Article 11. Employees may request to schedule non-standard work hours, no earlier than 7:00 a.m. one day per week with prior approval from their supervisor. Said requests will not be unreasonably denied. However, employees may be assigned to work Non-Standard Working Hours that do not exceed eight (8) hours per day, subject to the provisions stated below:

1. Employees assigned to perform Release on Recognizance (ROR) duties within the Department may be required as mandated or required by program needs, to regularly work Non-Standard Working Hours, subject to the provisions of Article 11.

2. In addition, other programs may be developed in the Department of New York State Division of Probation and Correctional Alternatives, the New York Division of Criminal Justice Services, the Albany County Legislature, the Albany County Executive, or any other federal, state or local body empowered to grant money for probation or "alternative" programs or set standards for such programs, and such programs may require Non-Standard Working Hours in order to meet program needs. The Director shall not be prohibited from assigning such Non-Standard Working Hours in such circumstances.

In the event of the likelihood of the development and institutionalization of such a program, the Director shall advise the President of the Union of the existence of the intended program requirements in order to allow the Union to appraise the new program's impact on working hours and make recommendations, if desired, to the Director.

3. Employees performing supervision services (Intake, Juvenile, Adult, ISP or Release under Supervision) may be required as mandated or required by State Rule or Departmental policies that are based on circumstances related to the Department's program needs in accordance with the standards set forth in Paragraphs "A(1) and (2)" above to regularly work Non-Standard Working Hours in order to make personal contacts with clients who are absolutely unable to report to the employee during Standard Working Hours due to educational, employment, or treatment reasons. Such required nonstandard working hours shall not exceed one (1) day per week and shall not extend beyond 7:00 p.m. on any evening. In the event that personal contact must be made in excess of limits, the provisions of Article 11 or of Section "B" of this Article will apply. Nothing in this section shall foreclose the employer and an employee from mutually agreeing to work until 10:00 p.m. Two nights a week.

4. Employees may be required as mandated or required by New York State Division of Probation and Correctional Services rules or Departmental policies that are based on circumstances related to the Department's program needs in accordance with the

standards set forth in Paragraphs "A(1) and (2)" above to work Non-Standard Working Hours from time to time in order to accomplish tasks which might include but are not necessarily limited to the following situations:

- a. Court appearances, if more than two (2) days notice has been given the employee.
- b. Court liaison duties.
- c. Intake, investigation or supervision activities which include, but are not limited to, surveillance of clients, home visits/investigations, victim contacts or collateral contacts, provided that these activities are not required by the Director and his/her designee on a routine or regular basis or as part of a regular shift of work. In instances wherein the employee is required to work Non-Standard Working Hours for these purposes, the Director or his/her designee shall attempt to schedule such tasks at hours that are agreeable to the employee, but shall not be bound by any agreement with said employee.

The standard workweek for part-time employees will consist of 20 hours per week. Work schedules will be established at the discretion of the Director.

B. Any employee who desires to perform Non-Standard Working Hours ("flexitime") may request to do so subject to the following conditions:

Flexitime is a working time pattern whereby an employee can, on a daily basis and within specific time bands, start and finish work at their discretion, as long as the employee completes the total number of hours required for a given time period. There are areas within the department which will require employee coverage from 9:00 a.m. through 5:00 p.m., as well as until 7:00 p.m. for "late night" reporting once a week. It will be the responsibility of the supervisor/management staff of those areas to insure that this coverage is provided. The operational requirement, staffing and other work situation may change from time to time and require adjustments to the starting and ending time of the employees. The needs of the Department will take precedence over the needs of the individuals.

The Director retains sole and exclusive authority in determining whether the work requirement of the Department can be met within the flexitime system.

ARTICLE 11

OVERTIME AND COMPENSATORY TIME

A. Any employee who is required by the director, to work more than a forty (40) hour work week as established by Article 10 of this Agreement, or who receives prior permission of the Director, or in the Director's absence, the Director's designee to work more than forty (40) hours per week shall be compensated at a rate of one and one-half (1.5) times the employees normal rate of pay.

B. Any time worked between the hours of 11:00 p.m. and 6:00 a.m. when required by the Director or her designee will be compensated at the rate of one and one-half (1.5) times the normal rate of pay, regardless of the total hours worked within the week. Said time may be paid in fifteen (15) minute blocks.

C. Other than in circumstances under "B" above, an employee who wishes to receive overtime compensation must receive the prior approval of the Director, or in the Director's absence, the Director's designee. Where possible, such request shall be in writing. Said request must include specific information regarding the date and times of the service (if applicable) and the nature of the service. The request shall be on a form to be agreed upon by the parties. In circumstances where the employee requests such approval from their immediate supervisor, either the employee or the supervisor must contact the Director, or the Director's designee as stated above for prior approval for overtime compensation. In the event this procedure is not followed, prior requests for overtime compensation directed solely to the immediate supervisor, will limit the employee's entitlement to compensation to an award of compensatory time at a rate of one and one-half (1.5) times the employee hours expended.

D. Requests for overtime compensation made in accordance with the foregoing shall not be unreasonably denied by the Director or in his/her absence the Director's designee.

E. Employees electing to receive compensatory time in lieu of overtime compensation must receive the prior approval of the employee's immediate supervisor, or in the supervisor's absence, the supervisor's partner. Written or verbal requests shall be sufficient. Compensation will be at a rate of one and one-half (1.5) times the employee hours expended. Employees shall only be allowed to accumulate up to a maximum of two hundred and forty (240) hours.

An employee desirous of utilizing compensatory time must provide twenty four (24) hours prior written notice to the immediate supervisor of the intent to utilize such time; shorter notice may be granted at the sole discretion of the immediate supervisor or Director.

F. Sick leave, personal leave, annual leave and compensatory time shall count as time worked for purposes of computing overtime. There will be no pyramiding of overtime.

G. Any employee who works Compensatory Time must adhere to the following procedures:

1. An employee shall maintain daily records or compensatory time he/she earns by entering in Compensatory Time Ledger Book, the date that compensatory time is accrued, the hours of day that said time was accrued, the related case names, and the amount of minutes/hours accrued. Each entry shall be made by the employee on the day

the actual compensatory time is accrued, or, if during an evening or weekend, on the next working day immediately following the date of service. This Compensatory Time Ledger Book will be maintained by each employee's immediate Supervisor.

2. At the end of each calendar month, the employee must endorse with his/her signature the bottom of the Compensatory Ledger sheet maintained by the employee in the book. The employee's immediate Supervisor must then review the employee's accrual sheet for accuracy, endorse the Ledger with his/her signature, and then forward the employee's Compensatory Time Ledger for approval to the Director.

3. In order to use accrued compensatory time, an employee must secure advance written approval from his/her immediate supervisor and log such use in the Compensatory Time Ledger Book.

An employee desirous of utilizing compensatory time must provide twenty four (24) hours prior written notice to the immediate supervisor of the intent to utilize such time; shorter notice may be granted at the sole discretion of the immediate supervisor or Director.

4. Request for compensatory time, made in accordance with the foregoing, shall not be unreasonably denied.

5. Unused compensatory time shall be liquidated in cash, at straight time, upon separation from service.

6. Employees may not accrue comp time on days in which comp time or any other authorized time has been used.

7. At the employee's option, up to eighty hours unused compensatory time may be liquidated in cash once each calendar year, in December.

H. Part-Time Employees: It is mutually understood that overtime and compensatory time for the part-time employees will comply with the terms and conditions of Article 11 of the current Contract. Specifically, in accordance with the terms and conditions of Article 11, paragraph A of the current contract, part-time employees will be compensated one and one-half (1.5) times the normal rate of pay when the employee works more than forty (40) hours during a work week. It is further understood that in accordance with the terms and conditions of Article 11, paragraph A, a part-time employee will be compensated at the normal rate of pay when the employee works up to and including forty (40) hours during a work week.

It is mutually understood that in accordance with the terms and condition of Article 11, paragraph E, part-time employees, complying with the requirements therein, will be compensated one and one-half (1.5) times the number of hours expended when the employee works more than forty (40) hours during a work week. It is further understood that in accordance with the terms and conditions of Article 11 paragraph E, a part-time employee will be compensated at the normal rate of pay when the employee works up to and including forty (40) hours during a work week. Further, it is mutually understood that a part-time employee shall be allowed to

accumulate a prorated amount of compensation time equal to one half the maximum accumulation of full-time employees or specifically, one hundred and twenty (120) hours.

ARTICLE 12

SENIORITY

For the purpose of selection of vacations, seniority (i.e., continuous length of service with the Albany County Probation Department), as well as the availability of unit coverage shall be given consideration. For the purposes of preference for unit transfers and objection to undesired unit transfers, seniority (i.e., continuous length of service with the Albany County Probation Department) shall be given consideration. Seniority within the unit, as well as the employee's ability to perform the required duties and the operating needs of the department shall be given equal consideration. An employee's immediate supervisor or other such individual having direct supervisory knowledge of the employee may submit written recommendations to the Director at their discretion.

In the event that a vacancy occurs in a ROR position, or in any other position which requires Non-Standard Working Hours as defined in Article 10, and where no on-staff employee who desires the position, nor a new appointee should be assigned to the position, the Director shall consider employees in inverse order of seniority prior to actual appointment to said position.

The parties mutually agree that the continuous length of service will be prorated for part-time employees equaling one half the continuous length of service credited to full-time employees. For example, if a part-time employee works continuously for the Albany County Probation Department for two (2) years, the continuous length of service will equal one (1) full-time year of seniority. Additionally, if the same part-time employee had consecutively worked for the Albany County Probation Department for two (2) continuous years on a full-time basis, the total continuous length of service would equal three (3) full-time years of seniority.

This modification for part timers impacts upon Departmental seniority only and does not effect Civil Service seniority status. Departmental seniority will be used for purposes of preference for units transfers, selection of vacation, etc.

ARTICLE 13

EDUCATIONAL IMPROVEMENT FUNDS

The County has established an education assistance program for job related studies as follows:

1. Written approval to participate in this program must be obtained by the employee from the department head and the Director of Employee Relations. Such approval will not be unreasonably denied.
2. Only one (1) class per semester per employee will be allowed.
3. The initial tuition cost will be shared equally by the County and the employee. Employees may appeal to the Grievance Committee for total payment of initial tuition when a hardship exists.
4. Upon successful completion, the County agrees to reimburse the employee that portion of the tuition cost not initially paid by the County. "Successful Completion" will occur upon proof of receiving a Grade of "C" or better or a grade indicating successful completion of the course(s), as so designated by the College or University.
5. County employees will be eligible for the program so long as the appropriate funds are available.

ARTICLE 14

TRANSPORTATION AND MILEAGE REIMBURSEMENT

A. Private Vehicles: All Probation Assistants, Probation Officer trainees, Probation Officers, Senior Probation Officers and Probation Supervisors must have access to private transportation. Effective January 1, 1994, staff members who utilize their private automobiles in order to make field visits or other visits directly related to the delivery of probation services will be reimbursed by the County at the Internal Revenue Service (IRS) rate for each mile traveled. Reimbursement will be made on a monthly basis through usage of the "voucher". The staff member will complete this form (in duplicate) by indicating the date the automobile was used, the destination of travel, the precise number of miles traveled, and a total dollar amount for which reimbursement is requested. This form must be presented to the Unit Supervisor for approval and delivery to the appropriate authority within the first week of the following month.

This form must be presented to the employee's immediate supervisor within the first week of the following month. Reimbursement requests shall be reviewed by the supervisor, approved or denied, and sent to the Department Head within three (3) working days. The Department Head shall review such requests and, if approved, forward the reimbursement voucher to the Comptroller's office within seven (7) working days of receipt of such form from the supervisor. If denied, the reimbursement voucher will be returned to the employee with a written explanation of why it was denied within ten (10) working days of receipt from the employee's immediate supervisor. This will only apply to forms submitted on a timely basis.

No reimbursement will be made for travel to and from the work place at the beginning and end of each working day.

No employee shall transport any probationer, respondent or defendant, or those persons' families or acquaintances, in the Probation Officer's own private vehicle. The County agrees to reimburse the employee for any additional car insurance premium incurred by them for business coverage only. The employee must submit a bill indicating same.

B. Probation Department Cars: Employees who must transport clients must use a Probation Department Cars. The Rules and Regulations for Albany County Probation Department Cars, as promulgated by the County Executive in March, 1980, must be followed. Probation Assistant, Probation Officer Trainees, Probation Officers, and Senior Probation Officers, must receive approval from their Probation Supervisor (or other superior, if necessary) in order to secure a vehicle. Any employee desiring a Probation Department Car for an entire weekend must first receive the approval by the Deputy Director or the Director. Supervisors need not receive any advanced written approval of the administration.

C. Parking

1. The Union agrees that for the use of parking through the County, the cost of said parking shall be equally divided between the County and the employee 50% each.
2. The employees share for the parking space will be deducted on a weekly basis through payroll deduction.
3. The payroll deduction will be reviewed annually, and the payroll deduction may change yearly based on any cost increases that may be incurred by the County.
4. The County is not obligated to offer parking space in perpetuity. Should future events require moving the assigned spaces, reasonable attempts will be made to find alternative parking, but availability to alternate parking can not be ensured. Upon notification from the employee, overpayments will be reviewed and reimbursed, when appropriate, as soon as practicable.
5. Assigned parking is non-transferable at any time, except with approval from the director or designee.
6. The parking eligibility waiting list will be maintained in the deputy director's office.

The above represents the total agreement between the parties regarding employee parking and supersedes any other agreements.

ARTICLE 15

OUTSIDE EMPLOYMENT

A. An employee who wishes to engage in outside employment must first notify the Director, or in his or her absence, the Deputy Director, to engage in such outside employment by executing the proper forms to be provided by the Department. The Director, or in his/her absence, the Deputy Director, shall have the right to approve or disapprove such employment. Outside employment will not be disapproved unless it is determined to conflict with the proper performance of the employee's duties.

B. In the Event approval is not granted, the employee shall have the right to accept such outside employment and must appeal the Director's decision directly to the Grievance Committee of the Albany County Legislature within five (5) working days of the date of the Director's decision.

ARTICLE 16

TEMPORARY JOB VACANCIES

A. Temporary Vacancy is defined as any position vacated for an interim period of limited time or limited duration.

Consideration for the purpose of temporary job vacancies shall be given to employees in the immediate unit in which the vacancy occurred. Seniority within the Department as well as the employee's ability to perform the required duties and the operational needs of the Department shall be given equal consideration. An employee's immediate Supervisor or other such individual having direct supervisory knowledge of the employee may submit a written recommendation to the Director at their discretion.

B. Any employee assigned to a temporary opening for a period in excess of five (5) consecutive work days shall be paid at the higher rate of pay established for the position he or she is temporarily filling.

C. Any employee assigned to a temporary opening shall have a written acknowledgment from the administration placed in his or her personnel folder. A copy shall be immediately forwarded to the employee. This acknowledgment shall be received no later than five (5) working days after the employee has completed the temporary assignment.

ARTICLE 17

EQUIPMENT

Each employee will be issued or will have access to equipment appropriate to their

specified duties. Equipment will be available on a first come, first serve basis. An employee utilizing equipment will make every effort to return the equipment as soon as possible so that it may be available for another employee's use. Such equipment shall include dictating machines, badge with I.D., chemical mace or other non-lethal method of protection and handcuffs. These shall be replaced as needed in a timely fashion. The cost of replacement shall be borne by the County unless replacement is necessitated because of negligence of the employee.

ARTICLE 18

DEPARTMENTAL POLICY AND LABOR MANAGEMENT

1. All changes in Department policy must be issued in writing to all staff and clearly delineate the change in policy. The Director, the Deputy Director, the Principal Probation Officer and Supervisor of each unit respectively will be responsible for maintaining an updated manual which will be accessible to the staff.

2. Labor Management Committee:

A. Statement of Purpose: To establish a standing committee composed of equal representation by labor and management with the specific mission of reviewing job related problems, disputes and misunderstandings arising out of the overall working environment and addressing the development of remedies for such issues and to help avoid grievance actions.

B. Committee Structure: There shall be monthly meetings of the Committee as scheduled by the Director. The committee shall be composed of no less than four (4) and no more than eight (8) members, and shall reflect equal representation of both labor and management. All recommendations shall be communicated to the Director and the Union President. The Committee shall have the right to request participation of concerned parties during meetings.

The parties can elect upon mutual agreement to hold a scheduled labor management meeting in the absence of a participant. In any case nothing in this Section precludes either party from designating a replacement to replace them at the meeting.

C. Health and Safety: Matters concerning workplace safety shall be appropriate topics for discussion at monthly Labor Management meetings. A management representative responsible for health and safety issues and the PEF Safety and Health Committee Chairperson, shall be regular participants at these meetings.

ARTICLE 19

SICK LEAVE

To qualify for sick leave credits, one must be a regular employee and have one (1)

month's continuous service completed.

1. All qualified employees shall be credited with one (1) day's sick leave, on the first of each month of continuous service for a total of twelve (12) days earned per year.

2. After completion of one (1) year of continuous service, the employee shall be credited with one (1) additional day of sick leave on every anniversary date of the commencement of his/her service, for a maximum of thirteen (13) days earned per year.

3. Sick leave may be accumulated up to one-hundred and sixty -five days (165)., but no unused sick leave shall be compensated by additional monetary payment.

4. In addition to personal illness, leave for sickness in the employee's immediate family, if approval is obtained from the Director or designee, may be charged to sick leave. Such approval shall not be unreasonably denied. Request for prior approval shall be made to the employee's immediate supervisor at least two (2) days before the desired time of leave in writing, except in case of an emergency.

5. An employee absent on sick leave shall notify his/her supervisor of such absence by 9:30 a.m. on the day of such illness. An employee will not be required to produce a physician certificate, except, for absences for personal illness of three days or more, or if an employee has submitted his/her two week notice of intention to resign. The Director or designee may require such proof of illness as may be satisfactory to him/her or may require the employee to be examined at the County's expense, by a physician designated by the County. In the event of failure to submit proof of illness upon request, or in the event that upon proof as is submitted, or upon the report of the medical examination, the County finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave privileges shall be caused for disciplinary action. The County considers a medical certificate from a licensed physician as sufficient proof in the ordinary course of events.

6. The County agrees that an employee (full-time or part-time) returning full time from authorized sick leave will be reinstated to the title from which they left.

Extended Sick Leave: The Department head at his/her discretion may advance sick leave credits to an employee absent due to personal illness who has exhausted his/her accumulated sick leave, vacation and personal leave credits. The outstanding leave not repaid after being advanced to an employee under the provisions of this section shall not at any time exceed a total of thirteen (13) days.

Upon separation of the employee from service with the County, any such advance of sick leave not repaid, shall be deducted from wages due the employee.

Sick Leave at Half Pay: Upon request by an employee, the Director shall recommend the granting or denial of sick leave at half pay. Such request and recommendation shall be reviewed by the Commissioner of Human Resources or designee who shall issue the final decision. The

granting of sick leave at half pay is available for personal illness to a regular employee having not less than one year of continuous service after all of the regular employee's sick leave, vacation, personal leave and comp time have been exhausted, provided that the cumulative total of all sick leave granted to any employee during his or her county service shall not exceed twenty (20) working days for each year of continuous county service.

In addition to this section, the Director may recommend the grant or denial of sick leave at half pay, with the final decision to be made by the Commissioner of Human Resources or designee, to a full-time employee who has exhausted his/her sick leave, vacation, personal leave and comp time, six weeks of additional sick leave at half pay.

Request for sick leave at half pay may only be submitted when no request for donated leave has been requested. At no time can an employee receive both sick leave at half pay and donated leave. When an employee requests either leave, the employee waives their right to the other.

Sick leave at half pay, if granted, is not subject to reimbursement by the employee. Employees will not accrue sick leave, personal leave or vacation while receiving sick leave at half pay.

The parties mutually agree that part-time employees will receive prorated sick leave benefits in the following manner: Part-time employees will receive one half the sick leave benefit earned by the full-time employees of the Albany County Probation Department. For example, if a full-time employee receives eight (8) hours of sick leave per month, a part-time employee would receive four (4) hours of sick leave. Further, it is mutually understood that based on the aforementioned example, if a full-time employee takes one day of sick leave, that employee will charge eight (8) hours of sick time. Similarly, if a part-time employee takes one day of sick leave, that employee will charge four (4) hours of sick time. It is further mutually agreed that part-time employees shall be allowed to accumulate a prorated amount of sick time equal to one half the maximum accumulation for full-time employees or, specifically, seventy-five (75) days (equalling 300 hours).

ARTICLE 20

PERSONAL LEAVE

A. Personal leave is leave with pay for personal business, including religious observance, without charge against any other accumulated leave credits. All employees shall be credited with five (5) personal leave of absence days during each calendar year on January 1. The County agrees to allow personal leave in one (1) hour increments. Personal leave may not be accumulated, and any personal leave credits remaining unused by an employee in the calendar year in which it was granted shall be canceled.

B. Those employees who are hired after January 1 of each year shall receive personal leave on a prorated basis as follows:

January 1st to March 15th	5 days
March 16th to May 31st	4 days
June 1st to August 15th	3 days
August 16th to October 31st	2 days
November 1st to December 31st	1 day

Any employee on sick leave at half pay on January 1 of the calendar year, who subsequently returns to full duty, shall receive personal leave on a prorated basis.

C. All requests by employees for personal leave must be made at least forty-eight (48) hours in advance of the time requested except that in cases of emergency, this requirement may be waived by the Director or his/her designee.

D. If an employee is separated from County service, or granted a leave of absence without pay from County service, and thereafter is reinstated or re-employed within one (1) year following the last date upon which personal leave was credited to him/her pursuant to this Section, the unused personal leave standing to his/her credit at the time of separation or leave of absence shall be restored to him/her. However, at no time will an employee be allowed more than five (5) days per year.

E. An employee who announces his/her intention to resign shall not be allowed to use personal leave credits during the two (2) week period immediately preceding the effective date of resignation or the last day of work, whichever comes first. However, upon request of the employee and at the discretion of the Director, the requirement of this paragraph may be waived.

The parties mutually agree that a part-time employee will be entitled to the same number of personal days per year as full-time employees. It is further agreed that a personal day for a part-time employee is equal to four (4) hours.

It is mutually agreed that in accordance with Article 20, paragraph D, if a part-time employee is separated from County service, or is granted a leave of absence without pay and thereafter is reinstated or re-employed in a full-time position within one (1) year following the last date upon which personal leave was credited to him/her, the unused personal leave standing to his/her credit at the time of separation or leave of absence shall be restored to him/her at the part-time rate. For example, if a part-time employee, credited with one day personal leave before his/her leave of absence, returned after six (6) months to an available, full-time position, the restored personal leave would be one part-time day, despite the employee's new full-time status.

ARTICLE 21

BEREAVEMENT LEAVE

Each employee shall be granted up to three (3) days bereavement leave per death for death in the employee's immediate family. The immediate family is defined as an employee's

spouse, parents, guardian, children, stepchildren, brother or sister. Each employee shall be granted one (1) day bereavement leave per death for family members not defined as immediate family, to include: Grandparents, grandchildren, parents-in-law, brother and sister-in-law, sons and daughter-in-law.

Bereavement leave shall not be cumulative and will not be liquidated by cash for unused leave at the time of separation, retirement or death.

It is mutually agreed by the parties that a part-time employee will be entitled to the same number of days of bereavement leave as full-time employees. It is further agreed that one (1) day of bereavement leave for part-time employees is equal to one part-time standard work day as defined in Article 10, of this Agreement.

ARTICLE 22

PARENTING LEAVE

A. A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able. A physician's certificate may be required.

B. An employee shall be allowed a leave of absence without pay, pursuant to Article 28, for a period of six months upon the birth or adoption of his or her child. This leave may be extended by the Director or designee for up to one year. Such extension will not be unreasonably denied. The first twelve weeks of this leave of absence may be designated as Family and Medical Leave in accordance with Article 28 of this agreement. Spouses who are both employed by the County may not seek simultaneous parenting leaves for the same birth or adoption.

C. The employee should report to the County the existence of pregnancy no later than the end of the fourth month. The employee should provide reasonable prior notice of an anticipated adoption. "Reasonable prior notice" shall mean "not less than thirty (30) days or as soon as practicable."

D. Employees shall reduce the period of leave without pay by the use of any or all of his or her accumulated sick leave, vacation time, personal leave and compensatory time. Employees shall have the option of using accumulated leave time at a half time rate while on parenting leave. However, the employee who elects to be paid at a half time rate shall be responsible for paying fifty (50%) percent of his or her health insurance costs for the employee and his/her dependents (through payroll deductions or otherwise) for any period of time after the first twelve weeks of leave during which the employee remains on leave at a half time rate. Sick leave may be used for the presumptive 8 week period of disability at the commencement of parenting leave by any employee taking parenting leave. Use of sick leave thereafter shall be dependent upon medical documentation.

E. A physician's certificate as to the fitness of the employee for the performance of her duties may be required from a female employee returning to work following child birth.

F. The County agrees that an employee returning from authorized parenting leave will be reinstated to the title from which he or she left.

ARTICLE 23

UNPAID LEAVE OF ABSENCE

Upon the written request by an employee, the Director shall recommend the grant or denial of unpaid leave of absence. Such request and recommendation shall be reviewed by the Commissioner of Human Resources or designee who shall issue the final decision.

ARTICLE 24

LEAVE FOR SUBPOENAED AND JURY ATTENDANCE

On proof of the necessity of jury service or appearance as witness pursuant to subpoena or other order of the court or body, an employee shall be granted a leave of absence with pay with no charge against leave credits, provided, however, that this section shall not apply to any absence by employee occasioned by such an appearance if he or she is a party. However, the County may request postponement of jury duty.

ARTICLE 25

LEAVE FOR QUARANTINE

If an employee who is not ill him/herself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health office proving the necessity of such absence he/she shall be granted leave with pay for the period of his/her required absence, without charge against accumulated sick leave, vacation or overtime credits. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his/her return to duty will not jeopardize the health of other employees.

It is mutually understood by the parties that part-time employees will be paid their regularly scheduled number of hours and rate of pay during the period of required quarantine.

ARTICLE 26

LEAVE REQUIRED BY LAW

The Director shall grant Military Leave as required by law.

ARTICLE 27

WORKERS' COMPENSATION LEAVE

1. For the purposes of this section, "accidental injury" shall be defined as an accidental injury arising out of and in the course of employment as well as such disease or infection as may naturally and unavoidably result therefrom; and "occupational disease" shall be an occupational disease mentioned in the New York State Workers' Compensation Law Section 3(2) and the disease is due to the nature of the corresponding employment as described in said subdivision and was contracted therein. Further, the New York State Workers' Compensation Law shall hereinafter be referred to as "WCL".

2. An employee of the County of Albany who sustains an accidental injury or occupational disease shall be entitled to the benefits and compensation required by the WCL and all procedures set forth in the WCL shall govern where not inconsistent with the procedures set forth in this Agreement.

3. The County of Albany Workers' Compensation Plan shall adopt the notice provisions and statutes of limitations provided in the WCL. Employees of the County of Albany shall be required to abide by said notice provisions and their claims will be subject to the statutes of limitations provided in the WCL.

4. When a leave of absence is necessitated by an occupational injury or occupational disease, the employee shall be allowed a leave, upon giving notice to his/her supervisor that he/she claims benefits and/or compensation under the WCL. The time limit on the leave of absence necessitated by such injury or disease shall be extended to one (1) year cumulatively including any periods of such absence during which the employee draws vacation and sick leave credits. Such leave may be extended for further periods at the discretion of the Department Head.

5. If the employee's claims for benefits and/or compensation under the WCL is controverted, the employee shall not be entitled to leave as stated in Section 4. The employee may continue to receive full gross wages only to the extent that he/she has accrued personal, sick and vacation time. When his/her time is exhausted, the Employer may suspend all payments to the employee pending a determination of the controverted claim by the Workers' Compensation Board. If said determination is in favor of the employee, he/she shall be entitled to leave under Section 4 and all absences, subject to the qualification stated in Section 9, before such final determination to the extent that the same were necessitated by his/her accidental injury or occupational disease, shall be deemed to have been pursuant to leave under Section 4. If the determination is in the employee's favor, his/her accrued time, if charged, shall be properly credited.

6. Compensation is allowed for injuries that cause disability beyond seven (7) calendar days. Workers' Compensation payments begin to accrue with the eighth (8th) day after disability commences if the employee is disabled for more than fourteen (14) calendar days then compensation is also payable for the first week of disability.

7. In the case of permanent incapacity, leave may be withheld or the employee may be terminated, if it is determined that the occupational injury or disease suffered by the employee is of such a nature as to permanently incapacitate him/her from the performance of duties of his/her position.

8. The employee may draw upon accrued personal, sick and vacation credits to complement his/her weekly compensation rate to the extent that total compensation equals full gross wages. The employee shall earn personal, vacation and sick leave only as to accrued personal, sick and vacation time used and in no instance where time is advanced.

9. Before accumulated sick time may be charged, medical evidence is required for any injury when the absence is greater than three (3) days. A doctor's certificate may be satisfactory. The County retains the options to require the employee to be examined, at County expense, by a physician designated by the County. In the event of failure to submit proof of illness or injury or if the evidence submitted is not satisfactory to justify the entire absence, such absence will be considered unauthorized leave, and as such may not be charged against any accumulated time. In the case of Worker's Compensation claim, medical evidence must be obtained regardless of the length of the absence. Subsequent medical evidence may be required at reasonable intervals as necessitated by treating physician(s) prognosis. Suspension of medical evidence will automatically suspend all payments to the claimant except that the employee shall not be charged for the one-half day for attendance at any physical examination at the direction of the Employer.

10. An award by the Workers' Compensation Board for any period for which the employee receives or received pay from the County shall be credited to the County as a reimbursement of wages paid. This reimbursement must be reflected in the employees W-2 Statement of Wages Paid. These wages must be reported as "Worker's Compensated Wages" and are, therefore, exempt from taxes.

11. Accrued leave credits, used by an employee during a period of absence for which an award of compensation has been made to the County as a reimbursement to the employer for wages paid, shall be restored to him/her at the worker's compensation rate as designated by the Worker's Compensation Board notice of decision in full. No restoration shall be made for any leave time advanced to a County employee. In the event that the employee dies, resigns, retires or continues absent beyond one (1) year without further leave, cash payment for vacation and overtime credits, including any credits restored because of a Worker's Compensation award shall be made in accordance with this Agreement. In any other case, an employee restored to service after an absence for an occupational disability shall have one (1) year from date of such restoration to reduce this accrued leave credited to the limits set in this Agreement.

12. Upon request of the employee to return to work at or prior to the expiration of the maximum period of allowed leave, if there is any doubt as to whether the employee is physically or mentally fit to perform the duties of his/her position, the department head may require the employee to undergo medical examination, prior to reinstatement, by a physician designated by the County within seven (7) days of a written notice of intent to return to work. If reinstatement is denied, the employee may make application in the manner prescribed by Section 71 of the

Civil Service Law. If an employee continues absent after the expiration of the maximum period of allowed leave, his/her eligibility for reinstatement shall be governed by Section 71 of the Civil Service Law.

13. In order to enable the department head to make such a determination of fitness after the employee has been on Workers' Compensation leave, he/she may require an employee at any time to be examined by a physician designated by the County.

14. Where the department head has refused to grant the employee pay during leave pursuant to paragraph 4, or has withheld or terminated a leave of absence on the ground that the occupational injury of disease is of such a nature as to permanently incapacitate the employee from the performance of duties of his/her position, the employee may request the Civil Service Commission to review the determination and take appropriate action thereon.

15. The provisions shall not be construed to require extension of any employment beyond the time at which it would otherwise terminate.

16. In the event of a controverted case where the Workers' Compensation Board finds for the Employer, or if for any other reason the employee is overpaid in Workers' Compensation benefits, the employee's accrued leave time shall be reduced in an amount equal to the sum so paid. In the event the employee's accrued leave time is insufficient for such purpose, the Employer may apply ten (10%) percent of the employee's gross wages and one hundred (100%) percent of future accruals of leave time until the Employer is repaid.

17. Health and Dental insurance coverage will continue for any employee who was already covered, as long as he/she receives any County share to complement his/hers Worker's Compensation benefits. Once this time is exhausted, benefits will terminate on a time scheduled identical to that used for a resignation or termination. The employee is carried for one full month after the month in which his/her benefit time is exhausted unless paid benefit time expires on the first of any month, in which case the employee's benefit expires at the end of the month. If the employee returns to work, then he/she will begin health and dental insurance benefits on the first day of the month after he/she has been back on the first of a month (one month lag).

ARTICLE 28

FAMILY AND MEDICAL LEAVE OF ABSENCE

Purpose: To outline the conditions and procedures under which an employee may request time off for a limited period, as required by the federally enacted Family and Medical Leave Act. ("FMLA")

Definition

1. A "family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve weeks of leave during any consecutive twelve (12) months under particular circumstances. Leave may be taken:

Upon the birth of the employee's child; upon placement of a child with the employee for adoption or foster care;

When the employee is needed to care for a child, spouse, or parent who has a serious health condition; or

When the employee is unable to perform the functions of his/her position because of a serious health condition.

Note that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12 month period, beginning on the date of the birth or placement, unless the employer permits a longer time period.

2. A "serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

a. any period of incapacity or treatment in connection with, or consequent to, inpatient care in a hospital, hospice or residential medical care facility; or

b. any period of incapacity that requires absence from regular daily activities of more than three days and that involves continuing treatment by (or under supervision of) a health care provider.

3. "Leave" time may be paid or unpaid, see discussion below.

Responsibility: The Department Head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Department of Human Resources.

Scope: The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

Eligibility: To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

Leave of Absence. Paid or Unpaid: For the adoption, birth or care of a spouse, an eligible employee must use accrued vacation, personal leave, sick time and compensatory time, except as provided in Article 22, subsection D.

For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave. (Note: Employees not wishing to use their vacation accruals while out under the FMLA may reserve all or part of their vacation accruals at the inception of their leave only.)

In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

Extension of Leave: In the event an employee requires leave in excess of the 12 week maximum described herein, the Department Head, at the Department Head's discretion, may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

Permission and Documentation: The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The employer may require a second medical opinion and obtain periodic recertifications (at its own expense) only when the employer has reason to doubt the initial medical certification. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

If medically necessary for a serious health condition of the employee or his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

Notification and Reporting Requirements: When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the Employer. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

The term "reasonable prior notice" shall mean "not less than thirty (30) days notice or as soon as practicable."

Coverage: Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

The Employer may deny reinstatement to an employee who fails to produce a "fitness-for-duty" certification to return to work. This requirement applies only where the reason for the leave of absence was the employee's own serious health condition.

Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the Employer, the Employer may

recover from the employee the cost of the premium made to maintain the employee's health insurance coverage.

Procedures: Completion of Request for Family and Medical Leave of Absence Notice:

A Request for Family and Medical Leave of Absence must be originated by the employee utilizing the approved form. This notice should be completed in detail, signed by the employee, submitted to the department head for proper approval, and forwarded to the Department of Human Resources. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

All requests for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

- 1) The date on which the serious health condition commenced;
- 2) The probable duration of the condition;
- 3) The appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide such care.

For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.

In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Return to Duty: An employee returning from leave as covered by this policy is entitled to the same position held when leave began, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

The Employer makes the final determination as to whether to return the employee to the same or equivalent position.

An employee who fails to return to work promptly at the expiration of the Family and Medical Leave or fails to obtain an approved extension will be notified that they have been considered to have resigned their employment.

Effect of Labor Agreement: It is the intent of the employer to provide the standards as articulated in the federal FMLA and as detailed herein.

Change in Policy: The County reserves the right to modify this policy as necessitated by law or otherwise.

Effective Date: The federal FMLA took effect on August 5, 1993. However, where a collective bargaining agreement is in effect on August 5, 1993, the Policy will take effect on either the date the collective bargaining agreement terminates or twelve (12) months after the date of enactment (i.e., February 5, 1994), whichever is earlier.

Article 22 and any other Article in this Agreement which may come within the jurisdiction of the Family and Medical Leave of Absence provision shall be read in compliance with the Family and Medical Leave of Absence provision. The first 12 weeks of any leave shall be Family and Medical Leave of Absence leave if all conditions of Family and Medical Leave of Absence applicability are met.

ARTICLE 29

ANNUAL VACATION

County employees qualify for paid annual vacation if they meet the following requirements:

*A. They are regular full-time employees or regular part-time employees. For the purpose of the Agreement a regular employee is one who is required to work a fixed number of hours per week (20 hours or more) on an annual basis. All other employees are considered temporary.

B. They have a minimum of six (6) months continuous service within the County.

1. Vacation credit shall be earned as follows:

<u>Complete Time in Service Anniversary Date</u>	<u>Vacation Credits</u>
1 Year	10 Days
After 6 months	One-half of first year credit
2 Years	15 Days
7 Years	17 Days
10 Years	20 Days
20 Years	25 Days

*Part time employee's vacation is prorated to equate to their work week, i.e., an employee who works seven (7) hours a day for three (3) days a week will earn six (6) days vacation the first year, or two (2) work weeks.

1a. For vacation requests of less than five (5) consecutive days, an employee

must provide 48 hours (working days) prior written notice to the immediate supervisor; a minimum of two weeks prior notice is required for more than five (5) consecutive vacation days. In the sole discretion of the immediate supervisor or Director (or the Director's designee), a shortened notice period may be acceptable.

2. Vacation credits may be accumulated up to a maximum of sixty-five (65) days except when more time has been accumulated prior to the County Rules of 1976. However, no accumulated vacation credits may be used without prior approval from the department head or his/her designee.

Unused vacation shall be liquidated in cash at the time of separation, retirement or death.

Advanced Vacation Pay: An employee may request his or her salary in advance of their vacation period provided the following conditions are met:

- a. A vacation of not less than five (5) consecutive days is taken.
- b. The request is made to the department finance officer at least two (2) weeks in advance of the vacation.

The parties mutually agree that the part-time employees will receive prorated vacation benefits in the following manner: Part-time employees will receive one-half the vacation benefit earned by the full-time employees of the Albany County Probation Department. For example, if a full-time employee receives eight (8) hours of vacation per month, a part-time employee with the same seniority would receive four (4) hours of vacation. Further, it is mutually understood that based on the aforementioned example, if a full-time employee takes one (1) day of vacation, that employee will charge eight (8) hours of vacation time, whereas, if a part-time employee takes one (1) day of vacation, that employee will charge four (4) hours of vacation time.

ARTICLE 30

HOLIDAYS

The following eleven (11) days are observed as holidays by the County:

New Years Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day.
Labor Day	

In addition there will be a floating holiday which may be taken within the calendar year, subject to prior approval. This floating holiday will be available as of the commencement of the County's fiscal year. In order to be eligible for the floating holiday, a new employee must be on the payroll on or before February 12 of the calendar year in which they are hired.

- a. If a holiday falls on a day which is not a scheduled work day, i.e., a

2. The Albany County Health Insurance Plan will be provided by the County at no premium cost to employees on the payroll as of December 31, 1988.

However, effective January 1, 1991, any employee who chooses an HMO plan must contribute 50% of the difference in cost between the most expensive "base" plan (Blue Cross of G.H.I.) if the HMO plan chosen is more expensive.

Effective December 31, 1992, employee contributions increase to 75% of the above.*

* The County agrees that these contributions (toward the difference in cost between the HMO and the most expensive "base" plan) will not exceed contributions made by non union County employees with the same employment dates choosing similar health plans for the duration of this Agreement.

3. Insurance Plans

a. Effective January 1, 1994 or as soon thereafter as practical, Blue Cross/Blue Shield out-of-pocket deductible shall be \$240/\$720, and the out-of-pocket maximum shall be \$1,500/\$4,500, for individuals and families, respectively. There shall be no indexing for the years 1994 and 1995; however, indexing will resume thereafter.

b. Effective, the first of the month after the signing of the Agreement, G.H.I. office visit copay (PPO Option) shall be fifteen dollars (\$15) per visit.

c. Effective , the first of the month after the signing of the Agreement, Prescription Drug Plan shall provide for a fully managed plan through a select network with a mandatory generic substitution. The copayments shall be as follows:

Mail Order	\$0.00
Generic	\$10.00

Written information concerning this Drug Plan Modification and appeal process shall be provided to enrollees prior to implementation.

d. Health Maintenance Organizations: Effective the first month after the signing of the Agreement, , the Employer will offer HMO plans whereby an employee may choose hospitalization and major-medical insurance benefits comparable to the benefits in effect on December 31, 1997 with a fifteen dollar (\$15) copayment as provided under the plan chosen..

e. An employee may choose any of these options at the time of hire or once each year during the month of October (effective the following January). However, for 1994 the employees will be provided an early enrollment opportunity, prior to the implementation of the insurance modifications detailed in this Section 3, paragraphs a, b, c, and d.

4. **Coordination of Benefits**: For those employees whose spouses are also

County employees, only one spouse is entitled to family coverage. The other spouse is entitled to individual coverage provided such spouse chooses a different plan than the first spouse. Employees covered under this provision shall be entitled to the buy-out provision of this Article provided the criteria set forth therein is met. The County shall have the right to verify marital status. At no time shall an employee be eligible for double coverage.

5. Health Insurance Buy-Out Option

a. Effective January 1, 1999, an employee who is eligible for family coverage under the County's health insurance program, but elects to forego all medical coverage, will receive \$2000 annually in lieu of medical coverage. An employee who is eligible for family coverage but elects to take individual coverage will receive \$1000 annually in lieu of family coverage. An employee who is eligible but does not elect individual coverage under the County's health insurance plan will receive \$1000 annually in lieu of receiving individual coverage.

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

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

3. The Albany County Health Insurance Plan will be provided by the County to employees hired on or after January 1, 1989, with the employee contributing 10% of the health plan or 10% of the most expensive "base" plan plus any additional cost as outlined in 2, above, if an HMO is chosen.

4. New Employees become eligible for health/dental insurance the first of the month after they have completed one month continuous service (i.e., if someone goes on the payroll July 2nd, their coverage begins September 1st. If someone goes on the payroll July 1st, their coverage begins August 1st).

5. In the event an employee becomes ill and exhausts his/her leave and is off the payroll for more than ninety (90) days, after said period employees must reimburse the County in order to maintain health/dental insurance coverage.

The County agrees to notify the PEF at least sixty (60) days prior to any change to comparable insurance or to pre-admission review requirement.

The County agrees to provide the Albany County Dental Plan effective in 1989, upon

ratification of this Agreement.

The County agrees to abide by Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as updated Omnibus Budget Reconciliation (OBRA) and Tax Reform Act of 1986.

The parties mutually agree that a part-time employee, working more than twenty (20) hours per week, but less than forty (40) hours per week, will be responsible for fifty (50%) percent of their health care and dental care insurance costs. Additionally, it is mutually agreed that a part-time employee, working less than twenty (20) hours per week will be responsible for one hundred (100%) percent of their health care and dental care insurance costs.

ARTICLE 32

RETIREMENT

The County shall continue the New York State Retirement Plan 75(i).

ARTICLE 33

PERSONNEL RECORDS

1a. There shall be only one official personal history file maintained for any employee. The personal history folder shall contain, among other things, all memoranda or documents relating to such employee's job performance which contain criticism, commendation, appraisal or rating of such employee's performance on the job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in the personal history folder. An employee will be permitted to respond, in writing, to whatever information is contained in that employee's personnel file.

b. An employee shall have an opportunity to review the official personal history folder in the presence of an appropriate official of the Department within five (5) working days from receipt by the Department of the employee's written notice of a request to review said file. Where such review is requested in connection with a pending disciplinary action or a pending grievance, every reasonable effort shall be made to schedule the review within a time period that will permit adherence to the time requirements of the grievance or discipline procedure. An employee shall have the opportunity to place in his/her personal history folder a response of reasonable length to anything contained therein which such employee deems to be adverse.

c. An employee shall be permitted to be accompanied by a PEF Steward or other PEF representative during the review of the personal history folder pursuant to this Article.

d. Upon an employee's written request, material over three (3) years old shall be removed from the personal history folder, except work performance evaluations, unsatisfactory performance evaluations, personnel transactions, pre-employment materials and notices of discipline and all related records. Notices of discipline and related records wherein the final determination is that the employee was completely absolved of guilt shall not remain part of the personal history file.

2. Only the Director or designee may write departmental letters of recommendation on behalf of employees or former employees. However, supervisors will not be prohibited from writing personal letters of recommendation.

3. Information obtained prior to employment with the department will not be available to the employee.

ARTICLE 34

DEFENSE AND INDEMNIFICATION OF EMPLOYEES

A. Civil Actions and Proceedings

1. Upon compliance by the Employee with the provisions of Paragraph 9 of this Article, the Employer shall provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his public employment or duties. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or at the behest of the Employer.

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

3. Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the Supreme Court of the State of New York upon motion or by way of special proceeding.

4. Where the employee delivers process and a written request for defense to the Employer under Paragraph 9 of this Article, the Employer shall take the necessary steps on behalf of the employee to avoid entry of a default judgment pending resolution

of any question pertaining to the obligation to provide for a defense.

5. The Employer shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his/her public employment or duties; provided further that in the case of a settlement the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of the settlement by the County Legislature of the County of Albany.

6. Except as otherwise provided by law, the duty to indemnify and save harmless proscribed by this Article shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

7. Nothing contained in this Article shall authorize the Employer to indemnify or save harmless an Employee with respect to punitive or exemplary damages, fines or penalties, or money recovered from an employee pursuant to Section 51 of the General Municipal Law; provided, however, that the employer shall indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his/her public employment or duties, has, without willfulness or intent on his/her part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of this State or of the United States.

8. Upon entry of a final judgment against the employee, or upon the settlement of the claim, the employee shall serve a copy of such judgment or settlement, personally or by certified or by registered mail within thirty (30) days of the date of entry or settlement, upon the County Attorney of the County of Albany; and if not inconsistent with the provisions of this Article, the amount of such judgment or settlement shall be paid by the Employer.

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

10. The benefits of this Section shall inure to the employees as defined by this collective bargaining agreement and shall not enlarge or diminish the rights of any other party nor shall any provisions of this Section be construed to affect, alter or repeal any provision of the Workers' Compensation Law.

11. Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, modify, abrogate or restrict

any immunity to liability available to or conferred upon any employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

a. This Section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section Ten of the Court of Claims Act, Section Fifty-e of the General Municipal Law, or any other provision of law.

b. The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State, or authorized by law to transact business in this State, against any liability imposed by the provisions of this Section, or to act as a self-insurer with respect thereto.

c. All payments made under the terms of this Section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the manner as other public charges.

d. The provisions of this Section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

Criminal Charges

13. Upon compliance by the employee with the provisions of Paragraph 15 of this Article, and subject to the conditions set forth in Paragraph 14 of this Article, it shall be the duty of the Employer to pay reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee in his or her defense or a criminal proceeding in a State or Federal Court arising out of any act which occurred while such employee was acting within the scope of his/her public employment or duties, upon his/her acquittal or upon the dismissal of the criminal charges against him/her. This duty to provide for a criminal defense shall not arise where such criminal action or proceeding is brought by or at the behest of the Employer.

14. Upon the application for reimbursement for reasonable attorneys' fees and litigation expenses made by or on behalf of an employee as provided in Paragraph 15 of this Article, the County Attorney of the County of Albany shall determine, based upon his/her investigation and his/her review of the facts and circumstances of the criminal proceedings, whether reimbursement of reasonable attorneys' fees and litigation expenses shall be paid. The County Attorney of the County of Albany shall notify the employee in writing of such determination. Upon determining that reimbursement should be provided for reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee, it shall be the duty of the employee to notify in writing to the County Attorney the identity of the defense counsel intended to be retained by or on behalf of the employee in his or her defense of the criminal proceeding. The County Attorney shall have the right to approve the employee's choice of defense counsel and shall further have the right to negotiate prospectively with said defense counsel the amount of reasonable attorneys' fees which the Employer shall reimburse the employee upon his/her acquittal or upon the dismissal of the criminal charges against him/her. The County Attorney shall

certify such expenses to the Comptroller of the County of Albany. Upon such certification, reimbursement shall be made for such fees and expenses upon the audit and warrant of the Comptroller. Any dispute with regard to entitlement to reimbursement, the designation of defense counsel, the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the Supreme Court of the State of New York upon appropriate motion or by way of a special proceeding.

15. Reimbursement of reasonable attorneys' fees and litigation expenses by the Employer as prescribed by this Article shall be conditioned upon (a) delivery to the County Attorney or an Assistant County Attorney at the Office of the Department of Law of the County of Albany by the employee of a written request for reimbursement of defense expenses together with the original or a copy of an accusatory instrument within ten (10) days after he/she is arraigned upon such instrument, and (b) the full cooperation of the employee and the defense of any action or proceeding against the Employer based upon the same act, and in the prosecution of any appeal.

16. Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any employee, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of State or Federal Statutory or Common Law.

a. This Section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section Ten of the Court of Claims Act, Section Fifty-e of the General Municipal Law, or any other provision of law.

b. The Employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this State, or authorized by law to transact business in this State, against any liability imposed by the provisions of this Section, or to act as a self-insurer with respect thereto.

c. All payments made under the terms of this Section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

d. The provisions of this Section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

ARTICLE 35

REPORTING STATIONS

The County agrees that all reporting stations will conform with all OSHA standards and guidelines and provide access to telephones.

ARTICLE 36

POSTING OF POSITIONS

The Director or the Director's designee, shall post all Civil Service announcements for all probation open-competitive and promotional examinations at least fifteen (15) days prior to the date the applications close or immediately upon receipt by the Director, if received less than fifteen (15) days prior to closing.

ARTICLE 37

GENERAL PROVISIONS

1. Meal Reimbursement: In accordance with department policy in effect as of December 21, 1990.

2. Savings Clause: Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by a Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon finalization of any decision, the parties agree to immediately commence negotiations for a substitute to the invalidated Article, Section, or portion thereof. All other terms and conditions of this Agreement would remain in full force and effect.

3. No Strike or Lockout:

a. PEF affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike, as per the Public Employees Fair Employment Act, "Taylor Law."

b. The County agrees that it will not lockout employees in accordance with the terms of the Public Employees Fair Employment Act, "Taylor Law."

4. Drug Testing: The County shall have the right to establish a written policy for conducting drug testing within the Albany County Probation Department. The policy shall include mandatory pre-employment drug testing. Drug testing of departmental employees whether provisional, probationary, or permanent shall be conducted based upon reasonable suspicion that an employee has reported to work under the influence of illegal controlled substances or intoxicated. An employee who refuses to submit to such testing may be subject to suspension and/or disciplinary charges. This policy will be by mutual agreement.

ARTICLE 38

LEGISLATIVE ACTION

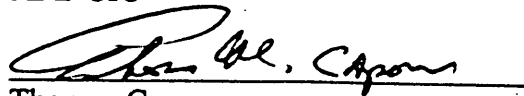
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Dated: 9-20, 2001

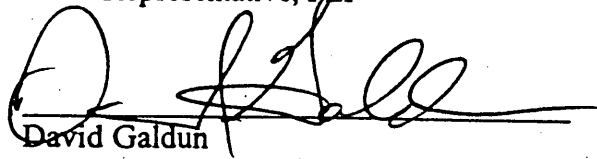
COUNTY OF ALBANY

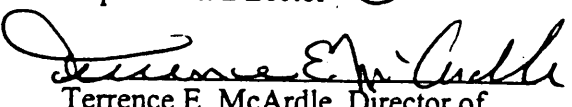
ALBANY COUNTY PROBATION UNIT
OF THE PUBLIC EMPLOYEES FEDERATION,
AFL-CIO



Michael G. Breslin
County Executive


Thomas Capone
Field Representative, PEF


Patrica Aikens, Probation
Department Director


David Galdun
Council Leader, Div. 502


Terrence E. McArdle, Director of
Employee Relations


Michelle Sleurs
Negotiating Team, PEF Division 502

Albany County Probation - Contract Settlement

Present Salary Schedule

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Probation Supervisor	39,885	40,431	40,978	41,523	42,070	42,616
Senior Probation Officer	35,513	35,965	36,606	37,153	37,699	38,246
Probation Officer	32,782	33,328	33,875	34,421	34,967	35,513
Probation Assistant	23,463	24,008	24,555	25,101	25,648	26,194
Part-time Probation Officer	16,391	16,664	16,936	17,211	17,483	17,757
Probation Officer Trainee	28,957					

2001 Salary Schedule - 3%

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	10 Yr
Probation Supervisor	43,082	43,644	44,207	44,769	45,332	45,894	
Senior Probation Officer	38,578	39,044	39,704	40,268	40,830	41,393	
Probation Officer	33,765	34,328	34,891	35,454	36,016	37,578	38,578
Probation Assistant	24,167	24,728	25,292	25,854	26,417	27,730	28,480
Part-time Probation Officer	16,883	17,164	17,444	17,727	18,007	18,790	19,290
Probation Officer Trainee	29,826						

2002 Salary Schedule -3%

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	10 Yr
Probation Supervisor	44,374	44,953	45,534	46,112	46,692	47,271	
Senior Probation Officer	39,736	40,215	40,895	41,476	42,055	42,635	
Probation Officer	34,778	35,358	35,938	36,517	37,096	38,706	39,736
Probation Assistant	24,892	25,470	26,050	26,630	27,210	28,562	29,334
Part-time Probation Officer	17,389	17,679	17,967	18,259	18,548	19,353	19,868
Probation Officer Trainee	30,720						

2003 Salary Schedule - 4%

	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	10 Yr
Probation Supervisor	46,149	46,751	47,355	47,956	48,560	49,162	
Senior Probation Officer	41,325	41,824	42,531	43,135	43,737	44,341	
Probation Officer	36,170	36,772	37,376	37,978	38,580	40,254	41,325
Probation Assistant	25,888	26,489	27,092	27,695	28,298	29,704	30,508
Part-time Probation Officer	18,085	18,386	18,686	18,990	19,290	20,128	20,663
Probation Officer Trainee	31,949						