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PRO/6975

**AGREEMENT**

between the

**COUNTY OF ALBANY**

and the

**ALBANY COUNTY PROBATION DEPARTMENT UNIT**

of the

**PUBLIC EMPLOYEES FEDERATION COUNCIL 502 AFL-CIO**

**January 1, 2005 through December 31, 2008**

**RECEIVED**

**NOV 29 2006**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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**ARTICLE 1  
PARTIES**

This is a Collective Bargaining Agreement between the County of Albany (hereinafter "the County") and the Public Employees Federation (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; Both full 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**

This is a Four year agreement for the term January 1, 2005 through December 31, 2008

**ARTICLE 4  
DUES AND OTHER PAYROLL DEDUCTIONS**

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. All Unit employees shall be eligible to participate in the Albany County Deferred Compensation Plan, in accordance with the terms and conditions of said plan.
- 2. The County agrees to provide one (1) additional deduction line on the payroll for Union sponsored benefits.

**Article 4 continued**

3. 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.
4. All bargaining Unit members shall be eligible to participate in the Albany County Direct deposit program, in accordance with the terms of the plan.
5. 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 dependant 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 retains 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.

**Article 5 continued:**

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 whose 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 probation 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 unreasonable 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.

**Article 6 continued**

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 unreasonable 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 60 South Pearl Street Albany, NY
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 fifteen (15) working days without loss of leave credits or salary for PEF Members 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 requests. 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 the Agreement.

**Section 1A Counseling:** Counseling shall be any conversation or communication between the employee and the immediate supervisor or administrator, in an effort to address certain specific employee conduct, behavior, and/or job performance. “Counseling”, both verbal and written is intended to be positive, non-punitive and is NOT discipline, it is constructive criticism. Counseling is not subject to the grievance procedure herein.

**Section 2 Procedure:**

A Initiation: The County, employees and the Union are encouraged to resolve problems informally prior to 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.

**Article 7 continued**

**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 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 there from; the Step 2 response; and a plain written statement of the reasons for disagreement with prior decisions. The Commissioner, or the Commissioner's designee, who may review the submissions with appropriate County Officials, shall issue a short written statement of his/her decision within twenty (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) 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 intention to proceed to arbitration to the Director or the Director's designee. The expense of the arbitration 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.

**Article 7 continued**

**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 shall be removed or otherwise subject to any disciplinary penalty except for incompetence or misconduct. Therefore, the purpose of this Article is to provide a prompt, equitable and efficient procedure for 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 process is caused by the employee or the employee's representative.

**Article 7 continued**

- 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 dependents 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 reassignment under this Section shall not involve a change in the employee's rate of pay.
- f. Suspensions without pay or temporary reassignment 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.

**Article 7 continued**

**D. Disciplinary Arbitration:** If the grievance is not resolved at the Commissioner of Human Resources of 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 matter 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 completed 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.

**Article 7 continued**

**J** Changes: 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. Salary effective dates and amounts**

- a) Effective and retro-active\* to 01/01/2005 four percent (4%) salary increase across the board.
- b) Effective and retro-active\* to 01/01/2006 three percent (3%) salary increase across the board.
- c) Effective 01/01/07 three percent (3%) salary increase across the board, followed by a new Step 15, and increases to steps as noted below for P.O.'s, part-time P.O.'s and P.A.'s.

	Step 5	Step 10	Step 15
Probation Officer	+\$1,000	+\$2,000	+\$2,000
Probation Assistant	+\$1,000	+\$2,000	+\$3,000
Part-time Prob. Officer	+\$ 500	+\$1,000	+\$1,000

Effective 01/01/07 three percent (3%) salary increase across the board, a new salary schedule for Probation Supervisor and Senior Probation Officers as follows. (Step 0 replaces the current step 5 for these titles)

	Step 0	Step 5	Step 10
Probation Supervisors	+\$1,500	+\$2,000	+\$3,000
Senior Probation Officer	+\$1,500	+\$2,000	+\$3,000

- d) Effective 01/01/08 two percent (2%) salary increase across the board.
- e) Effective 07/01/08 two percent (2%) salary increase across the board.

**(SEE ATTACHED SALARY SCHEDULE)**

**\* retro-active shall only apply to those employees on the payroll on the date of the signing of the Total Agreement (contract).**

**Article 8 continued**

**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 are promoted, and will proceed to the next step upon completion of one 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 the Step 1 of the Senior Probation officer pay schedule. Effective 1/1/07 a Probation Officer, when promoted will move to the Step 0 of the Senior Probation Officer salary schedule.
4. Any Probation Officer who transfers to a part-time Probation Officer position shall be placed at the step on the part-time Probation Officer salary schedule equivalent to the step 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 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.

**Article 8 continued**

- 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) stipend 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 01/01/07

<u>Years of Continuous Full-Time Service</u>	<u>Amount</u>
Fifteen (15) +	\$750.00

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

Part-time employees are not eligible for longevity.

## **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 lunch. However, situations arise that will require an employee to work in addition to, or at hours outside, the Standard Work Week or Day and the Director or 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) hours per day, shall be compensated in accordance with the provisions of Article 11, except when a flex schedule has been approved per paragraph "B" herein. Employees may request to schedule non-standard work hours, no earlier than 7:00 a.m. one day per week with 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 below.

1. Employees assigned to perform Release or Recognizance (ROR) duties within the department may be required as mandated or required by the 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.

### **Article 10 continued**

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 other treatment reasons. Such required non-standard 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 (2) 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 limed 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 or 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 the employee.

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

**Article 10 continued**

d) One Senior Probation Officer assigned to the Juvenile Evening Reporting Center and One Senior Probation Officer assigned to the Community Relations/Juvenile Community Service Program may be required to work non-standard hours beyond that set forth in paragraph 3 of this article. The Director or his/her designee shall attempt to schedule such tasks at hours that are agreeable to the employee. However, the needs of the Department will take precedence over the needs of the employee. In the event that any grant, or alternative funding for these, or any similar funded positions is eliminated, the employees assigned to such positions will return to the required non-standard working hours provisions of paragraphs 3 and 4c of this Article, and to the “flex scheduling” provisions of section B of this Article.

**B.** Any employee who desires to perform non-standard working hours (“flextime”) may request to do so subject to the following conditions.

Flextime 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. These 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 situations 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 requirements of the department can be met within the flex-time schedule, such flex schedule requests shall not be unreasonable denied to permanent employees. If an employee has been granted a flex schedule and the needs of the department change, he/she will be given 30 days advance notice before returning to the non-flex schedule.

**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 Forth (40) hours per week shall be compensated at a rate of one and one-half (1.5) times the employees normal rate of Pay.

**Article 11 continued**

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

**C.** Other than the 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 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 forth (240) hours.

**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 of 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.

## **Article 11 continued**

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 of the Director.

3. In order to use accrued compensatory time, an employee must secure advanced 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) hour 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 the Director.

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

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

6. Employees may not accrue compensatory time on days in which compensatory 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, 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.

## **Article 11 continued**

It is mutually understood that in accordance with the terms and conditions of Article 11, paragraph E, part-time employees, complying with the requirements within, 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 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 compensatory 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 purposes 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 abilities 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 that 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 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 affect Civil Service seniority status. Departmental seniority will be used for purposes of preference for unit transfers, selection of vacation etc.

**ARTICLE 13**  
**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 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 forms 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 Officers 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.

**Article 13 continued**

**B. Probation Department Cars:** Employees who must transport clients must use a Probation Department Car. 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 supervisor, if necessary) in order to secure a vehicle. Any employee desiring a Probation Department Car for an entire weekend must first receive the approval of 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 cannot 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. When assigning a parking space, and a selection must be made between employees of equal seniority, the third letter of the employees' last names shall be the determining factor with the winners being the first alphabetically.

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

**ARTICLE 14**  
**OUTSIDE EMPLOYMENT**

**A.** An employee who wished to engage in outside employment must first notify the Director, or in his/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 15**  
**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 vacancy 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 acknowledgement from the administration placed in her or her personnel folder. A copy shall be immediately forwarded to the employee. This acknowledgement shall be received no later than five (5) working days after the employee has completed the temporary assignment.

## **ARTICLE 16 EQUIPMENT**

**A.** 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. Such equipment shall include an employee's manual, badge, with ID and badge holder, handcuffs and holder, OC spray and holder, search gloves, radio, bullet proof vest and extra carrier, and other equipment that may be necessary in the performance of assigned duties. These items 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.

**B.** The Department shall also supply training in the handling and use of firearms to all that carry firearms.

## **ARTICLE 17 DEPARTMENTAL POLICY AND LABOR MANAGEMENT**

**A.** 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 staff.

**B. Labor Management Committee:**

1. 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.

2. 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) or 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.

**Article 17 continued**

3. 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 18  
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 (165) days. 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, or domestic partner, if approval is obtained from the Director or designee, may be charged to sick leave. Such approval shall not be unreasonably denied. Requests 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 the case of 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 unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave privileges shall be cause for disciplinary action. The County considers a medical certificate from a licensed physician as sufficient proof in the ordinary course of events.

**Article 18 continued**

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.

Requests 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.

**Article 18 continued**

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 leave. 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 (equaling 300 hours).

**ARTICLE 19  
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 1 <sup>st</sup> to March 15 <sup>th</sup>	5 days
March 16 <sup>th</sup> to May 31 <sup>st</sup>	4 days
June 1 <sup>st</sup> to August 15 <sup>th</sup>	3 days
August 16 <sup>th</sup> to October 31 <sup>st</sup>	2 days
November 1 <sup>st</sup> to December 31 <sup>st</sup>	1 day

Any employee on sick leave at half pay on January 1<sup>st</sup> 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 forth-eight (48) hours in advance of the time requested except in the case of emergency, this requirement may be waived by the Director or his/her designee.

**Article 19 continued**

**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 19, 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 20  
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, domestic partner, parents, guardian, children, stepchildren, brother or sister. Each employee shall be granted one (1) day bereavement leave per death for family members not defined in immediate family, to include: Grandparents, grandchildren, parents-in-law, brother or sister-in-law, sons, daughter-in-law, nieces and nephews.

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

**Article 20 continued**

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 21  
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 27, for a period of six months upon the birth or adoption of his/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 27 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 and all of his/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 the 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 22**  
**UNPAID LEAVE OF ABSENCE**

Upon the written request by an employee, the Director shall recommend the granting or denial of an 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 23**  
**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. The employee must submit documentation that Jury Duty was performed.

**ARTICLE 24**  
**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 a local health officer having jurisdiction that his/her return to duty will not jeopardize the health of the other employees.

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

**ARTICLE 25**  
**LEAVE REQUIRED BY LAW**

The Director shall grant Military Leave as required by law. Employees must submit documentation of dates of military service performed.

## **ARTICLE 26**

### **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 diseases or infections as may naturally and unavoidable result there from; 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 claim 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 his/her 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 qualifications 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. Worker’s Compensation payments begin to accrue with the eighth (8<sup>th</sup>) 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.

**Article 26 continued**

7. In the case of permanent incapacity, leave may be withheld or the employee may be terminated, if it is determined 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 wage. The employee shall earn personal, vacation and sick leave only as to accrue 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 Workers' Compensation claim, 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 "Workers' Compensation 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 Workers' Compensation rate as designated by the Workers' 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 Workers' 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 the Agreement.

**Article 26 continued**

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 or 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 any 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/her Workers' 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 27**

### **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).

**Definitions:**

1. A “family and/or medical leave of absence” shall be defined as 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 of 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 required 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.

## **Article 27 continued**

**Eligibility:** To be eligible for leave under this policy, an employee must have been employed for at least 12 month 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 21, 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 leaved.

**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 recertification (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.

**Article 27 continued**

**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 are 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 leave 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.

**Article 27 continued**

For purposes of leave for an employee's own illness, the medical certificate 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 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 agreements terminates or twelve (12) months after the date of enactment (i.e., February 5, 1994), whichever is earlier.

Article 21 and any other Article in this Agreement which may come within the jurisdiction of the Family and Medical Leave of Absence provided 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 28**  
**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 purposes 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</u> <u>Anniversary Date</u>	<u>Vacation Credits</u>
After 6 months	one-half of first year credit
1 Year	10 Days
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 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 where 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.

**Article 28 continued**

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 29  
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 weekend, then that holiday shall be observed on the Friday if the holiday falls on a Saturday and on Monday, if the holiday falls on a Sunday.

**Article 29 continued**

b) An employee required to work on a holiday shall be compensated at his/her overtime rate. However, an employee must have worked his/her last scheduled work day prior to a holiday, worked the holiday, and his/her first scheduled day after the holiday to receive compensation for the holiday, unless he/she was absent because of illness, vacation, personal leave, or any other absence approved by the employer. In cases of illness a physician's certification may be required. If work is required on a holiday, permission must be obtained in advance for use of a vacation or personal day.

The parties mutually agree that a part-time employee will be entitled to the same number of days off, observed as holidays by the County, as full-time employees. It is further agreed that a part-time employee will receive prorated holiday pay that a full-time employee receives. (for example, on Christmas Day, a full-time employee will be paid eight (8) hours of holiday pay, whereas a part-time employee shall be paid four (4) hours of holiday pay) However, for employees working less than full time to be eligible for benefits under this section, the holiday must fall on a regularly scheduled work day (i.e. a part time employee who's regular schedule is Monday, Tuesday and half day Wednesday will not be eligible for holiday benefits that fall on Thursday, Friday).

**ARTICLE 30  
HEALTH INSURANCE**

**A. Eligibility:**

1. The Employer shall provide hospitalization and major-medical insurance for each employee and the employee's eligible dependent(s).
2. A new employee shall be eligible for hospitalization and major-medical insurance on the first of the month after completing one month of continuous service. (For example, if an employee goes on the payroll on July 2<sup>nd</sup>, such employee's coverage will begin on September 1<sup>st</sup>. If an employee goes on the payroll on July 1<sup>st</sup>, such employee's coverage will begin on August 1<sup>st</sup>.)

**B. Insurance Plan:**

1. The Employer will offer a self-funded health insurance plan for each employee and the employee's eligible dependent(s). The plan is a Preferred Provider Organization (PPO) with both in-network and out-of-network benefits available.
2. The office visit co-pay (PPO Option) shall be fifteen dollars (\$15) per visit.

**Article 30 continued**

3. Albany County Formulary Prescription Drug Plan shall remain in effect as follows:

<b><u>RETAIL</u></b>	<b><u>CO-PAY</u></b>
Generic	\$ 5
Preferred Formulary Brand	\$ 15
Non-Formulary Brand	\$ 30
<b>MAIL</b>	<b>1 x regular co-pay for 90 day scripts</b>
Generic	\$ 5
Preferred Formulary Brand	\$ 15
Non-Formulary Brand	\$ 30
Maintenance (Mail Order)	\$ 0

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The Union agrees to participate in a joint labor/management committee to be established by the County with the other existing Labor Unions to review County Health Insurance issues.

**C. Premium Payments:**

1. For a full-time employee on the payroll as of December 31, 1988, the Employer will pay one hundred percent (100%) of the plan premium for individual and/or dependent coverage.
2. For a full-time employee hired on or after January 1, 1989, the Employer will pay ninety percent (90%) of the plan premium for individual and/or dependent coverage.
3. 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 percent (50%) 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%) of their health care and dental insurance costs.
4. The parties agree full-time employees who retire from County service with health insurance benefits, may continue said health benefits as allowed for as a retiree under the authority of the Albany County Legislature, when and if they return to work for the County, regardless of the hours worked.

## **Article 30 continued**

### **D. 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. Employees covered under this provision shall be entitled to the buy-out provisions of this Article provided the criteria set forth herein are met. The County shall have the right to verify marital status.

### **E. Health Insurance Buy-Out Option:**

1. Effective January 1, 1995, an employee who is eligible for family coverage under the County's health insurance program, but elects to forego all medical coverage, will receive \$2,000 annually in lieu of medical coverage. An employee who is eligible for Family coverage but elects to take individual coverage will receive \$1,000 annually in lieu of family coverage. An employee who is eligible but does not elect individual coverage under the County's health insurance plan will receive \$1,000 in lieu of receiving individual coverage.
  2. No employee shall be eligible to receive any payment authorized by the foregoing paragraph unless the employee shall have presented proof to the County that such employee and such employee's eligible dependent(s) 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.
  3. The employee will receive such payments during the third week of July and on the last pay period in December 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. Health insurance buy-out will also be prorated for all part-time employees.
- F.** 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.
- G.** The County agrees to notify PEF at least sixty (60) days prior to any change to comparable insurance or to pre-admission review requirements.
- H.** The County agrees to provide the Albany County Dental Plan effective in 1989.
- I.** The County agrees to abide by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as updated Omnibus Budget Reconciliation (OBRA) and Tax Reform Act of 1986.

## **ARTICLE 31 RETIREMENT**

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

## **ARTICLE 32 PERSONNEL RECORDS**

**1. a.** There shall be only one official personal history file maintained for any employee. The personnel history folder shall contain, among other things, all memoranda or documents relating to such employees' job performance which contain criticism, commendation, appraisal or rating of such employees' 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 33**  
**DEFENSE AND INDEMNIFICATION OF EMPLOYEES**

**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 by counsel of his/her choice, provided, however, that the County Attorney, or other counsel designated by the County Attorney may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the employer to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of the County 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.

**Article 33 continued**

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 willfully 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 condition 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 provisions of the Workers' Compensation Law.

**Article 33 continued**

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 provisions 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 hereto.

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 matter 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:**

12. Upon compliance by the employee with the provisions of Paragraph 14 of this Article, and subject to the conditions set forth in Paragraph 13 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.

**Article 33 continued**

13. Upon the application for reimbursement for reasonable attorneys' fees and litigation expenses made by or on behalf of an employee as provided in Paragraph 14 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 the 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 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.

14. 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.

15. Except as otherwise specifically provide 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.

**Article 33 continued**

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-insured with respect hereto.

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 34  
REPORTING STATIONS**

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

**ARTICLE 35  
POSTING OF POSTIONS**

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 36  
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.

**Article 36 continued**

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 37  
LEGISLATIVE ACTION**

It is agreed by and between the parties that any provisions 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.

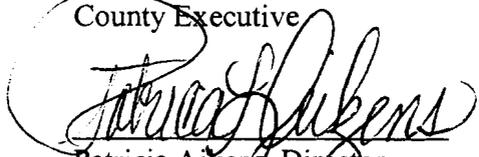
Dated: October 19 2006

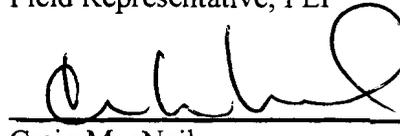
COUNTY OF ALBANY

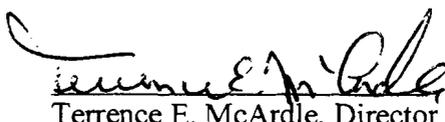
ALBANY COUNTY PROBATION UNIT  
OF THE PUBLIC EMPLOYEES FEDERATION  
AFL-CIO

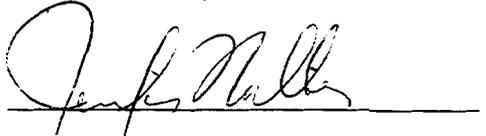
  
Michael G. Breslin  
County Executive

  
Edward J. Ray Jr.  
Field Representative, PEF

  
Patricia Aikens, Director  
Probation Department

  
Craig MacNeil  
Council Leader, Div. 502

  
Terrence E. McArdle, Director  
Employee Relations

  
Negotiating Team, PEF Division 502

**PEF SALARY STEP STRUCTURE**

<b><u>2004</u></b>	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>10Yr Step</b>
<b>Probation Supervisor</b>	47,995	48,621	49,249	49,874	50,502	51,128	
<b>Senior Probation Officer</b>	42,978	43,497	44,232	44,860	45,486	46,115	
<b>Probation Officer</b>	37,617	38,243	38,871	39,349	40,123	41,864	42,978
<b>Probation Assistant</b>	26,924	27,549	28,176	28,803	29,430	30,892	31,728
<b>Part-Time Probation Officer</b>	18,808	19,121	19,433	19,750	20,062	20,933	21,490
<b>Probation Officer Trainee</b>	33,227						

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<b><u>2005 (+4%)</u></b>	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>10yr Step</b>
<b>Probation Supervisor</b>	49,915	50,566	51,219	51,869	52,522	53,174	
<b>Senior Probation Officer</b>	44,697	45,237	46,002	46,655	47,306	47,959	
<b>Probation Officer</b>	39,121	39,773	40,426	41,077	41,728	45,539	44,697
<b>Probation Assistant</b>	28,000	28,651	29,303	29,955	30,607	32,128	32,997
<b>Part-Time Probation Officer</b>	19,561	19,886	20,213	20,539	20,864	21,769	22,349
<b>Probation Officer Trainee</b>	34,556						

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<b><u>2006 (+3%)</u></b>	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>10yr Step</b>
<b>Probation Supervisor</b>	51,412	52,083	52,756	53,425	54,098	54,769	
<b>Senior Probation Officer</b>	46,038	46,594	47,382	48,054	48,725	49,398	
<b>Probation Officer</b>	40,295	40,966	41,639	42,309	42,980	44,845	46,038
<b>Probation Assistant</b>	28,840	29,510	30,182	30,854	31,525	33,092	33,987
<b>Part-Time Probation Officer</b>	20,148	20,483	20,819	21,155	21,490	22,422	23,019
<b>Probation Officer Trainee</b>	35,593						

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<b><u>2007 (+3%, then new steps)</u></b>		<b>(+\$1500)</b>	<b>(+\$2000)</b>	<b>(+\$3000)</b>				
		<b>Step 0</b>	<b>5 Yr Step</b>	<b>10 Yr Step</b>				
<b>Probation Supervisor</b>	<b>Steps Removed</b>	57,912	59,913	62,913				
<b>Senior Probation Officer</b>	<b>Steps Removed</b>	52,380	54,233	57,233				
		<b>(+1000)</b>	<b>(+2000)*</b>					
	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>10 Yr</b>	<b>15 Yr</b>
<b>**Probation Officer</b>	41,504	42,195	42,888	43,579	44,269	47,190	49,419	51,419
<b>**Probation Assistant</b>	29,706	30,395	31,087	31,779	32,471	35,084	37,007	40,007
<b>Part-Time Probation Officer</b>	20,752	21,097	21,444	21,789	22,135	23,595	24,710	25,710
<b>Probation Officer Trainee</b>	36,661							

\*For PS & SPO a new step 5 proportional to Pos was created by adding 2.66% of their 06 Step 5 and then the +3% and +2K applied for 07

\*\*Also added to Steps at 15 Years (\$2000) to Probation Officer and (\$3000) to Probation Assistant

<b>January 2008 (+2%)</b>		<b>Step 0</b>	<b>5 Yr Step</b>	<b>10 Yr Step</b>				
<b>Probation Supervisor</b>	<b>Steps Removed</b>	59,070	61,111	64,171				
<b>Senior Probation Officer</b>	<b>Steps Removed</b>	53,428	55,318	58,378				
	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>10 Yr</b>	<b>15 Yr</b>
<b>Probation Officer</b>	42,334	43,039	43,746	44,450	45,155	48,134	50,408	52,448
<b>Probation Assistant</b>	30,300	31,003	31,709	32,415	33,121	35,786	37,747	40,807
<b>Part-Time Probation Officer</b>	21,167	21,519	21,873	22,225	22,577	24,067	25,204	26,224
<b>Probation Officer Trainee</b>	37,394							

<b>July 2008 (+2%)</b>		<b>Step 0</b>	<b>5 Yr Step</b>	<b>10 Yr Step</b>				
<b>Probation Supervisor</b>	<b>Steps Removed</b>	60,252	62,333	65,454				
<b>Senior Probation Officer</b>	<b>Steps Removed</b>	54,496	56,424	59,546				
	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>10Yr</b>	<b>15 Yr</b>
<b>Probation Officer</b>	43,181	43,899	44,620	45,339	46,058	49,097	51,416	53,497
<b>Probation Assistant</b>	30,906	31,623	32,343	33,063	33,783	36,502	38,502	41,623
<b>Part-Time Probation Officer</b>	21,590	21,950	22,310	22,670	23,029	24,548	25,708	26,748
<b>Probation Officer Trainee</b>	38,142							

