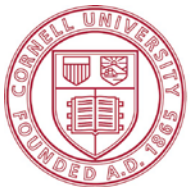

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AGREEMENT

between the

COUNTY OF ALBANY

and the

ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS UNIT

of the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

JANUARY 1, 2006 - DECEMBER 31, 2008

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AGREEMENT MADE BY AND BETWEEN THE COUNTY OF ALBANY AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, FOR THE ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAY UNIT OF ALBANY COUNTY LOCAL 801.

ARTICLE I □ RECOGNITION/COLLECTIVE BARGAINING UNIT

SECTION 1. The collective bargaining unit shall be comprised of the titles set forth in Appendix "A".

SECTION 2. All titles within the Albany County Department of Public Works listed in Appendix "B" are excluded from the bargaining unit.

SECTION 3. Upon the creation of a new title, the parties agree to meet within ten (10) working days to discuss whether such title is appropriate to place in the bargaining unit. If the parties cannot agree upon placement, such matter will then be referred to PERB for a determination.

ARTICLE II□ DUES DEDUCTIONS

The Employer shall deduct from the wages of employees and remit at the end of each month, to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those who have signed the authorized payroll deductions. All deductions shall be identified by the employee's name and social security number.

Unit employees who are members of CSEA as of October 11, 1988, shall remain as members of CSEA or, if membership is dropped, shall become Agency Fee Payees. All employees hired after January 1, 1989, shall become Agency Fee Payees, if they do not become members of CSEA.

The Employer agrees to comply with the New York State Civil Service Law, as amended, in regard to agency shop deductions.

ARTICLE III□ MANAGEMENT RIGHTS

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, including, for just cause, to discipline or discharge its employees.

ARTICLE IV□ UNION RIGHTS

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

ARTICLE V□ RIGHTS OF EMPLOYEES

1. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the Employer.

2. Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisal from the Employer or its agents.

3. An employee may bring matters involving terms and conditions of employment to the attention of the appropriate Employer's Representatives and officials in accordance with applicable laws and rules and may choose his/her own representative or appear alone in a grievance or appeal proceeding with the exception that CSEA shall be informed of the grievance and the results thereof.

ARTICLE VI□ ABSENCE WITH PAY

SECTION 1. Holidays: All Sundays and holidays described in Section 1(a) shall be allowed as days off.

a. The days prescribed by contract for the observance of New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day, shall be observed as paid holidays when they fall within the work week (Monday through Friday, i.e., a weekend, then that holiday shall be observed on the Friday if the holiday falls on Saturday, and on Monday if the holiday falls on Sunday.

In addition, an employee may take a floating holiday during each calendar year provided the employee is on the payroll on February 12th of the calendar year and the employee receives prior approval from the employee's supervisor. Such approval shall not be unreasonably withheld.

b. Double time for all hours worked on the actual holiday, not the observed day (if different) for Thanksgiving, Christmas Day, New Years Day, Memorial Day, Independence Day, and Labor Day.

SECTION 2. Sick Leave

a. Sick leave is absence with pay necessitated by the illness or other physical disability of the employee.

b. Sick leave is to be earned at a rate of one (1) day per month and one (1) additional day on the employee's anniversary date for a total of thirteen (13) days per year. An employee may accumulate such credits up to a total of one hundred and sixty (160) days. Sick leave shall be accrued proportionately upon the completion of each payroll period.

c. An employee absent on sick leave shall notify his/her supervisor of such absence and the reason thereof on the first day of such absence and within two (2) hours after the beginning of his/her workday. Sick leave credits may be used in such units as the appointing authority may approve, but shall not be used in units of less than two (2) hours.

d. Before absence for personal illness may be charged against accumulated sick leave credits, the appointing authority may require such proof of the illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the department or agency by a physician designated by the appointing authority. In the event of failure to submit proof of illness upon request, or in the event that upon such proof as is

submitted or upon the report of medical examination, the appointing authority finds that there is no satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits.

e. In addition to personal illness of the employee, the following types of absence, when approved by the appointing authority, may be charged against accumulated sick leave credits; illness or death in the employee's immediate family, provided however, that charge for such absence shall not exceed a maximum of fifteen (15) days in any one (1) year; personal visits to doctor or dentist; and absence for maternity.

f. The County hereby establishes a formula whereby an employee who utilizes less than five (5) days sick leave for the year is compensated with additional vacation days according to the following formula:

No sick days	Five (5) Additional Vacation Days
One (1) sick day	Four (4) additional vacation days
Two (2) sick days	Three (3) additional vacation days
Three (3) sick days	Two (2) additional vacation days
Four (4) sick days	One (1) additional vacation day
Five (5) sick days	No additional vacation days

If the County implements a new countywide sick leave incentive policy, the County agrees to discuss said policy with CSEA for possible replacement with present Article VII, Section 2(f).

SECTION 3. Extended Sick Leave

a. The appointing authority may, in its discretion, advance sick leave credits to an employee absent due to personal illness who has exhausted his/her accumulated sick leave, vacation, and overtime credits. Such advance sick leave credits shall be repaid, as soon as practicable after the employee's return to duty, from subsequent accumulations of time credits. The outstanding unrepaid sick leave credits advanced to any employee under the provisions of this part shall not at any time exceed a total of thirteen (13) days in any calendar year.

b. Upon termination of the employee's services, any such advance of sick leave not offset by subsequent accumulations of sick leave, vacation and overtime credits, shall be deducted from the salary or wages due the employee.

SECTION 4. Sick leave at Half-Pay

a. The Commissioner of Human Resources or his/her designee, after receiving recommendation from the Department Head, may at his/her discretion, grant sick leave at half-pay for personal illness to an employee having not less than one (1) year of continuous service after all sick leave, personal leave, vacation leave and floating holiday and overtime credits have been used and the maximum grant of advanced sick leave has been exhausted, provided however, that the cumulative total of all sick leave at half-pay hereafter granted to any employee during his/her County service shall not exceed two (2) pay periods for each completed six (6) months of his/her County service.

b. An employee who is granted sick leave at half-pay will not be eligible to accrue leave credits of any kind.

SECTION 5. Personal Leave

1. Personal leave is leave with pay for personal business including religious observance, without charge against accumulated vacation or overtime credits.

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

January 1 To March 15	5 days
March 16 to May 31	4 days
June 1 to August 15	3 days
August 16 to October 31	2 days
November 1 to November 30	1 day

   b. Any person who was separated or granted leave of absence without pay from County service prior to the effective date of these rules and is hereafter re-employed or reinstated in County service, shall be credited with the appropriate personal leave days as outline above in Section 1.

   c. 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, the unused personal leave standing to his/her credit at the time of separation or leave of absence shall be restored to him/her.

   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 more than one (1) year following the last date upon which personal leave was credited to him/her such

reinstatement or re-employment shall be deemed to be new entry into County service for the purposes of crediting personal leave.

2. Personal leave shall not be cumulative, and any personal leave credit remaining unused by an employee on the date immediately preceding the calendar year upon which he/she is entitled to receive new personal leave credits hereunder shall be canceled. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death.

3. Personal leave may be drawn only at a time convenient to and approved in advance by the appointing authority; provided, however, that personal leave allowed for religious observance shall be granted on the days and hours required, insofar as the same may be granted at such time without interference with the proper conduct of government functions.

4. Personal leave credits must be used in such units as the appointing authority may approve, but may not be used in units of less than two (2) hours.

SECTION 6. Bereavement Leave

Each employee shall be granted up to three (3) work days per death with pay for death in the immediate family. Immediate family shall be defined as an employee's spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, step parents and step children.

For those employees who are living in the same household with an individual who is not related in the manner listed above, such employees shall be entitled to three (3) days bereavement leave upon the following conditions:

1. The employee designates the name of such person with the County; and

2. The employee assumes the responsibility of updating such designation as changes occur; and

3. The County agrees to keep such information confidential.

SECTION 7. Leave for Extraordinary Weather Conditions

a. The County Executive or his/her designee may, in his/her discretion, grant employees time off with pay on account of excess heat or other extraordinary weather conditions.

b. Such time off shall be charged against accumulated vacation, overtime or sick leave credits, or may, with the approval of the appointing authority, be allowed as personal leave.

c. An employee, who has reported for duty and, because of extraordinary circumstances beyond the employee's control, is directed to leave work, shall not be required to charge such directed absence during such day to leave credits.

SECTION 8. Workers' Compensation

1. It is the intent of Albany County to comply with the letter and spirit of the New York State Worker's Compensation Law and to take steps, which minimize the occurrence of occupational accidents and diseases. In addition, the county is committed to facilitating the reemployment of workers who have suffered the effects of occupational accidents and diseases.

A. Reporting Occupational Accidents/Disease. Employees are required to immediately inform County management upon their involvement in an occupational accident or upon being diagnosed with occupational disease. The Worker's Compensation Law requires that accidents be reported within 30 days of their occurrence. The employee must complete an Incident Report. This report should be as detailed as possible and must be signed by the employee. The Employer or supervisor must complete and sign the reverse side of the Incident Report. If, because of the hospitalization or the nature of disability, the employee is unable to sign the Incident Report, a union representatives or family representative may sign for the employee.

B. Coordination with Other Leaves and Payroll Status. An employee's leave and payroll status while on workers' compensation leave shall be as follows:

1. **Uncontroverted Workers' Compensation Cases:** If the County (or its claims administrator) elects not to controvert the employee's claim for workers' compensation, the employee shall be placed on leave as follows:

a.) **Initial Seven Days.** The first seven (7) days (five work days) of the absence will be charged to sick leave credits, or to other paid leave credits available if sick leave is exhausted. (Use of sick time under Worker's Compensation will not be charged against the sick leave incentive).

b.) **Period concurrent with FMLA Leave.** If the employee cannot return to work by the eighth calendar day, he or she will be placed on worker's compensation leave, which shall run concurrent with FMLA leave. Paid and unpaid leaves shall run concurrent with FMLA leave. Employees must exhaust all leave credits including compensatory time. The election of using vacation leave credits to offset unpaid leave during the FMLA leave either in part or in total is an option of the employee; however, the designation not to use vacation leave credits must be made at the time the employee is approved for FMLA leave. The employee's subsidized health

insurance shall be continued in accordance with FMLA and County policy. If the employee exhausts leave credits prior to the completion of 12 weeks of FMLA, the following will apply:

Unpaid Worker's Compensation Leave. The employee will be removed from the County payroll and receive no salary from the County, but instead collect statutory indemnity (wage replacement) benefits from the County's worker's compensation claims administrator. Since this is an unpaid leave, the employee will not be eligible to continue the accrual of leave benefits. Most employees do not earn retirement system service credit while on an unpaid worker's compensation leave. Employer subsidized health insurance shall be continued in accordance with FMLA and County policy. (During the FMLA period (whether paid or unpaid) the employee's contributions for health and dental costs will remain the same. Once the FMLA period has expired the health and dental coverage will terminate at the end of the complete calendar month which follows the expiration of FMLA leave and accumulated time is exhausted. Employees may request continuation of coverage at the cobra rates.) (100% of the costs.)

c.) **Period Following Expiration of FMLA Leave.** Upon exhausting all leave credits; the employee may be eligible for an unpaid leave of absence. The continuation of health insurance benefits may be an option under COBRA guidelines. Following the expiration of concurrent FMLA leave the following conditions are applicable:

1.) If the employee elected to freeze vacation accruals during the FMLA leave period. The employee will now be required to exhaust those accruals during the continued workers compensation leave.

2.) If the employee has additional leave credits, the employee is required to exhaust all leave during the absence. While drawing down on leave credits the employee will continue to accrue leave credits.

3.) If the employee does not have any remaining leave credits, the employee will be removed from the County payroll and placed in a workers compensation unpaid leave status. The employee will be eligible to collect statutory indemnity (wage replacement) benefits from the County worker's compensation claims administrator.

C. **Reinstatement.** Subject to normal budget action, the employee's position shall be held vacant and preserved pending the employee's possible return to work. Such "hold" on the employee's position shall extend up to fifty-two (52) weeks following the employee's first day of absence due to occupational injury or disease, but such period may be reduced by the length of any previous workers' compensation leaves relating to the same injury of disease taken by the employee in the thirty-six months preceding the current injury or disease.

D. **Controverted Worker's Compensation Case.** In a case where the County elects to controvert an employee's workers' compensation claim the employee shall be place on (a) a leave of absence status. The employee will be required to draw down on leave credits as applicable under (item B). The County may, in accordance with the law, suspend indemnity payments to a claimant whose claim is controverted until such time as the issue of compensability is settled by the Worker's Compensation Board. Further, if the County is contesting the employee's medical incapacity to work, the use of sick leave would generally not be deemed appropriate in such circumstances. However, if the County is not contesting the employee's incapacity to work but is controverting the claim on some other basis, the use of sick leave credits shall be allowed. If a ruling in favor of the employee is rendered by the board, any paid leave credits used by the employee to continue salary while awaiting the Board's decision shall be restored appropriately (See Restoration of Accruals). Upon the expiration of FMLA leave, termination from the active payroll shall commence in accordance with procedures indicated for uncontroverted cases.

E. **Temporary Light or Modified Duty.** It is the policy of Albany County to return an employee to work in a light duty capacity in which the employer temporarily assists the employee during his/her recuperation period from a workers compensation injury/illness. The Employer will make temporary and reasonable accommodations, which will enable the employee to gradually return to his/her position at full duty. Light duty will never be offered as a permanent alternative. A Physical Assessment Form will be used to determine light duty accommodations. Completion of this form will be a requirement of light duty assignment. Employees will not be eligible for light duty if the Physical Assessment Form has not been completed by the attending physician or appointed Independent Medical Examiner. Employees requiring continuous light duty must resubmit the Physical Assessment Form demonstrating progressive improvement in his/her condition as required by the Employer. At the Employers discretion light duty may be suspended if progression is not duly noted. Light duty assignments will not extend beyond a cumulative of six months. The Employer reserves the right to seek independent medical examinations for evaluation of the employee's status every 60 days. If an employee declines light duty, Albany County employee benefits may be suspended. Total cooperation from the employee is expected.

1. **Light/Modified Duty During FMLA Leave.** During the period of FMLA leave, the Department of Human Resources shall work with interested employees to identify opportunities for temporary light or modified duty assignments. Employees on temporary light or modified duty shall only be assigned tasks for which they are qualified. During FMLA leave, an employee may turn down an offer for light or modified duty assignment from the County. An employee's benefits under the workers' compensation law may also be negatively affected by a refusal to accept a light or modified duty assignment.*

2. **Light/Modified Duty Following FMLA Leave.** If the employee has not recovered from his or her injury by the completion of FMLA leave, the County may condition the employee's reinstatement rights on acceptance of an appropriate light or modified duty assignment. An employee's benefits under the workers' compensation law may also be negatively affected by a refusal to accept a light or modified duty assignment.*

3. **Pay and Benefits While on Temporary Light or Modified Duty.** The County will make efforts to assign an employee on temporary light or modified duty tasks commensurate with his/her experience and pay level. However, such assignments cannot always be guaranteed. Nevertheless, an employee on temporary light or modified duty shall be paid at his or her normal hourly rate of pay for all hours worked. An employee on temporary or light duty shall also accrue the same benefits and seniority as when working in a normal capacity.

4. **Duration of Temporary Light or Modified Duty.** Temporary or light duty assignments shall extend only for the period medically necessary and in no case longer than twenty-six weeks. Periodic medical examinations may be required by the County to ascertain whether or not the employee can return to full time regular duty.

*the unit president shall be notified of refusals.

F. **Restoration of Accruals.** Upon the County's receipt of a notice of decision by the Workers Compensation Board that the employee's injury or disease was compensable under the law, paid leave shall be restored commensurate with the award of the Board using the employee's rate of pay at the time of his or her absence from work commenced.

* Note – Sick leave and vacation accruals enumerated herein will be credited weekly as long as the employee is on the payroll for a minimum of fifty percent (50%) of their scheduled hours per week. There will be no accumulation of sick or vacation time for any employee not on the payroll for the minimum of fifty percent (50%) of their scheduled hours in any week. Approved leave is considered to be on the payroll for the purpose of accumulation accruals.

SECTION 9. Vacation

a. Vacation credits shall be earned as follows:

ANNIVERSARY DATE	VACATION CREDIT
After 6 months	½ of first years credit
1 year	10 days
2 years	15 days
7 years	17 days
10 years	20 days
20 years	25 days

b. After six (6) months of employment, vacation shall be accrued proportionately upon the completion of each payroll period. All vacations earned may be accumulated; however, the County agrees to liquidate in cash up to forty (40) days only upon separation or death. Vacation requests of more than two (2) days must be requested at least five (5) days in advance. Vacation requests of less than two (2) days must be submitted before noon (12:00 P.M.) the previous workday. Upon the implementation of this section, the employee will be credited with the amount of vacation he has earned since his last anniversary date.

c. Vacations may be taken in the year in which it was earned.

d. With two (2) weeks notice, advance vacation pay will be paid to those employees requesting same.

e. Vacation leave credits must be used in such units as the appointing authority may approve, but shall not be used in units of less than two (2) hours.

SECTION 10. Other Leaves

a. Leave for Subpoenaed Appearance and Jury Attendance: On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a 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 an employee occasioned by such an appearance if he/she is a party. Second and third shift employees shall not be required to report to work on days of actual service on a Jury of four (4) hours or more. Verification of actual service is required.

However, day shift employees required to serve jury duty are expected to report to their assigned work station if jury duty starts after 9:00 a.m. and return to their work station if jury duty ends before 2:00 p.m. (i.e. if you do not need to be present for jury duty until 9:00 a.m., you must report to your work station at 7:30 a.m., and if you are released from jury duty before 2:00 p.m., you must report back to your work station).

In all instances you must provide proof as indicated above. (Attendance verification form.)

b. Leave for Civil Service Examination: Employees shall be allowed to leave with pay to take New York State Civil Service examinations at the appropriate center, provided that at least two (2) weeks written notice to the appointing authority shall be given by the employee unless the notification by the State is subsequent to said time, in which event the employee must present the notification card received from the State to the appointing authority to demonstrate that two (2) weeks notice could not have been given.

c. Leave Required by Law: The appointing authority shall grant any leave of absence, with pay, required by law.

d. Leave for Civil Defense Duties: Upon certification by the State Director of Civil Defense of the necessity for the participating in State or local Civil Defense drills of an employee enrolled as a Civil Defense Volunteer and required to perform Civil Defense duties pursuant to the State Civil Defense Emergency Act, the appointing authority may allow such employee to absent him/herself from his/her position, without loss of pay or charge against leave credits, for such time as is necessary for the participation in such drills, but not exceeding cumulatively five (5) work days per calendar year.

e. Emergency Service Personnel: Employees who are volunteer Emergency Service Personnel (volunteer fire person, rescue/ambulance squad members, including drivers) shall be allowed up to forty (40) hours off with pay without charge to leave accruals when called for an emergency situation. However, said personnel must produce a letter from the fire company or rescue/ambulance squad verifying their absence. With approval from the Commissioner, the above referenced forty (40) hours with pay can be extended.

ARTICLE VII LEAVES WITHOUT PAY

SECTION 1. Parenting Leave

A. An employee shall be allowed a leave of absence for a period of six (6) months upon the birth or adoption of his or her child. This leave may be extended by the Commissioner or designee for up to one (1) year. The first twelve (12) weeks of this leave of absence may be designated as Family and Medical Leave in accordance with the Family and Medical Leave Act. Spouses who are employed by the County may not seek simultaneous parenting leaves for the same birth or adoption. However, they may utilize a combined total of twelve (12) weeks of Family and Medical Leave.

B. Employees must use their accumulated sick, personal and compensation time during the first twelve (12) weeks of leave. However, the use of vacation time is optional, but the employee's choice must be stated at the beginning of the leave.

C. Employees shall reduce the period of leave without pay by the use of any or all of his or her accumulated sick leave (for the period of disability only), 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.

D. An employee shall be eligible for sick leave at half pay and extended sick leave in accordance with the existing Civil Service Rules and Article VI, Section 4 of this Agreement.

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 childbirth.

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

SECTION 2. Leave of Absence Duration

A permanent employee may, at the discretion of the appointing authority, be granted a leave of absence from his/her position, without pay, for a period not exceeding one (1) year. Time spent in active service in the military forces of the United States or the State of New York shall not be considered in computing the period of leave.

SECTION 3. All determinations regarding leave without pay shall be subject to final approval by the Commissioner of Human Resources.

ARTICLE VIII □ MILITARY LEAVE

Drawing of earned credits upon separation or entry into Armed Forces.

SECTION 1. Payment for Accruals Upon Separation
At the time of separation from County service, an employee, his/her estate, or beneficiary, as the case may be, shall be compensated in cash for vacation credits not in excess of forty (40) days accrued and unused as of the effective date of separation except that in the case of resignation, the appointing authority may require, as a condition for such payment, that written notice of such resignation be given to the appointing authority at least two (2) weeks prior to the last day of work. No employee who is removed from County service as a result of disciplinary action or who resigns after charges of incompetency of misconduct have been served upon him/her shall be entitled to compensation for vacation credits under the provisions of this part.

SECTION 2. Payment for Accruals Upon Entry into Armed Forces
An employee on leave from his/her position on account of his/her entry into the Armed Forces of the United States for active duty (other than for training as defined by Title 10 of the United States Code) may elect to receive compensation in case for vacation and each category accrued and unused as of the last date on which his/her name appeared on the County payroll.

SECTION 3. Pay for Military Leave
Every public officer or employee shall be paid his/her salary or other compensation as such public officer or employee for any and all periods of absence while engaged in the performance of ordered military duty, and while going to and returning from such duty, not exceeding a total of thirty (30) calendar days or twenty-two (22) workdays per calendar year, whichever is greater.

ARTICLE IX□ OVERTIME

SECTION 1. The County shall pay time and one-half of the employees' hourly rate of pay for all hours worked after forty (40) hours in any given work week.

Employees shall have the opportunity to accumulate compensatory time at the rate of one and one-half (11/2) times the hours worked in excess of forty (40) hours in any given workweek. Such compensatory time shall be in lieu of pay. A maximum of eighty (80) hours compensatory time may be accumulated at any one time. Use of compensatory time must have prior approval.

SECTION 2. For purposes of determining overtime payments, all bereavement leave, personal leave days, holiday and vacations shall be counted as time worked.

SECTION 3. The County shall establish an overtime roster by seniority in each work location. The roster shall be maintained by indicating the total number of hours worked for each employee. Whenever there is an opportunity for overtime, the overtime shall be offered to the employee with the fewest number of hours within the particular job classification. For the purpose of equalizing this overtime, all hours offered shall be counted as hours worked. Special crews are exempt from this section, as are emergencies and extenuating circumstances that require the continuation of an existing work shift.

SECTION 4. All overtime earned in one pay period shall be paid no later than two (2) periods thereafter. The number of overtime hours worked and the corresponding compensation shall be listed on said check.

SECTION 5. The County agrees to adhere to the provisions of the Fair Labor Standard Act as it applies to public employees.

SECTION 6. Substitution will be allowed with the approval of the foreman. Medical documentation will allow an employee to sign off the overtime list for the period of documentation.

SECTION 7. The County agrees to continue the prior practice of allowing their employees working overtime after each four (4) hours a ½ hour paid lunch. Where the County specifically requests that an employee waive his one-half hour break entitlement in order to continue snow removal operations, at the end of the employee's shift that employee will not be required to remain on County premises or remain on the time clock in order to be compensated for the lost break or breaks. The County may designate one-half hour breaks before the actual working of four (4) hours and within a reasonable period of time after working four (4) hours, so as to assure continued snow removal operations.

SECTION 8. Emergency overtime shall be overtime necessitated by weather conditions, which create dangerous and hazardous road and bridge conditions. Such determination of emergency road conditions shall be made by the Commissioner. All employees are required to work emergency overtime when notified by the Commissioner, Deputy Commissioner, Director of Operations. Refusal or non-response to work such emergency overtime shall cause the employee to be subject to disciplinary charges.

ARTICLE X□ HEALTH AND DISABILITY INSURANCE AND RETIREMENT

SECTION 1. Eligibility

A. The Employer shall provide hospitalization and major-medial insurance for each employee and the employee's eligible dependent(s).

B. A new employee shall be eligible for hospitalization and major-medial 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 2nd, such employee's coverage will begin on September 1st. If an employee goes on the payroll on July 1st, such employee's coverage will begin on August 1st).

SECTION 2. Insurance Plan

A. 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.

B. The office visit co-pay (PPO Option) shall be fifteen dollars ($15) per visit.

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

Prescription Drug Plan

	CO-PAY
RETAIL	
Generic	**$5**
Preferred Formulary Brand	**$15**
Non-Formulary Brand	**$30**
MAIL	
Generic	**$0**
Preferred Formulary Brand	**$0**
Non-Formulary Brand	**$0**

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.

SECTION 3. Premium Payments

A. 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.

B. 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.

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

D. The parties agree that 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.

SECTION 4. Coordination of Benefits

For those employees whose spouses are also County employees, only one spouse is entitled to family coverage. The other spouse is entitled to individual coverage. Employees covered under this provision shall be entitled to the buy-out provision of this Article provided the criteria set forth therein are met. The County shall have the right to verify marital status.

SECTION 5. Health Insurance Buy-Out Option

A. 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 annually in lieu of receiving individual coverage.

B. 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 dependents are covered by a plan of medical and health insurance benefits for the entire year that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the County.

C. The employee will receive such payment 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 be prorated at separation. Health insurance buy-out will also be prorated for all part-time employees.

SECTION 6. In the event an employee becomes ill and exhausts his/her leave and is off the payroll for more than thirty (30) days, after said period employees must reimburse the County in order to maintain health/dental insurance coverage.

SECTION 7. The County agrees to notify the CSEA at least sixty (60) days prior to any change to comparable insurance or to pre-admission review requirement.

SECTION 8.

A. **Dental** - The employees will remain under the CSEA Dental (Sunrise) at no premium cost to the employee. There will be a coordination of benefits whereby only one employee shall be eligible for coverage when their spouse is also an active County employee or when one employee is eligible for benefits as a dependent.

B. **Vision** - Effective with the signing of this agreement, all active employees will be eligible to participate in the CSEA Benefits Fund Vision (Gold 12) at no cost to the employee. However, there will be a coordination of benefits whereby only one employee shall be eligible for coverage when the spouse is also an active County employee or when one employee is eligible for benefits as a dependent.

New employees become eligible to participate in the Vision Plan the first of the month after they have completed one month of continuous service.

C. **Hearing** – Effective with the signing of this agreement, all active employees will be eligible to participate in the CSEA Benefit Fund Hearing Plan at no cost to the employee. However, there will be a coordination of benefits whereby only one employee shall be eligible for coverage when the spouse is also an active County employee or when one employee is eligible for benefits as a dependent.

New employees become eligible to participate in the CSEA Benefit Fund Hearing Plan the first of the month after they have completed one month of continuous service.

SECTION 9. The County agrees to abide by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as updated Consolidated Omnibus Budget Reconciliation (COBRA) and Tax Reform Act of 1986.

SECTION 10. Retirement

A. The County shall continue the New York State Retirement Plan 75-i.

B. Effective March 1, 1997, the County shall provide benefits pursuant to Section 41-j of the Retirement and Social Security Law.

SECTION 11. Disability Insurance

Effective August 1, 1985, Albany County will provide, at the County's sole expense, New York Statutory Disability which includes the following:

a. Twenty-six (26) week maximum per claim.
b. One hundred and seventy ($170.00) dollars weekly maximum/50% salary.
c. The first seven (7) days of disability are a waiting period for which no benefits are paid. Benefits begin on the eight (8th) consecutive day of disability.

ARTICLE XI □ MILEAGE ALLOWANCE

Effective January 1, 1994, the County agrees to provide a mileage allowance equal to the current I.R.S. approved rate for any member of the bargaining unit who, with prior approval from the Commissioner or his/her designee, uses his/her personal vehicle for approved County business. Alternative modes of public transportation may be used and fully reimbursed upon the approval of the Commissioner and/or his/her designee.

Request for mileage reimbursement must be submitted within 30 calendar days from the month in which reimbursement is requested.

Payments for mileage reimbursement will be made within 30 working days of submission.

ARTICLE XII LABOR MANAGEMENT MEETINGS

Monthly meetings to be held during the workday by the CSEA unit and the administration for the purpose of reviewing job related problems with no charge to the employee's accrued time being made for attendance.

ARTICLE XIII PAST PRACTICE

All existing rules, regulations, and established practices previously granted and allowed by the Employer, unless specifically excluded by this Agreement, shall remain in full force and effect during the life of this Agreement.

ARTICLE XIV SENIORITY

SECTION 1. Seniority shall be defined as the length of continuous service from the first date of employment within the bargaining unit with no breaks of service of over twelve (12) months. Any break in service of less than twelve (12) months will not count towards the employee's seniority. Only time on full pay status or an approved paid leave shall count towards seniority.

SECTION 2. Promotions
When filling permanent promotional positions, the following will be considered by the County:

a. Training and ability
b. Attendance record including record of tardiness
c. Seniority
d. Work performance. Annual Evaluation
e. Civil Service eligibility when appropriate

SECTION 3. Anniversary Date

For the purpose of computing vacation time and longevity, the employee's anniversary date shall be his/her date of employment with the County. All breaks in service of less than twelve (12) months will not count towards the employee's anniversary date.

SECTION 4. Posting of Positions

The County shall post notices for promotional positions, new positions, and vacated positions for ten (10) days before filling the item. Such notice for new titles shall include the position, rate of pay, qualifications required and work location. This shall provide an opportunity for all qualified employees in our bargaining unit to apply for said open position. The County will post relevant Traffic Safety openings that unit members could qualify for.

ARTICLE XV□ GRIEVANCE PROCEDURE

SECTION 1. Definition

The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of employment, arising out of this Agreement or existing law, rule, procedure, regulation, administrative order or work rule of the County.

The parties mutually may agree to waive any of the time limits set forth below.

SECTION 2. Procedure

□ **STEP ONE - INITIATION**

The County, employees and Association are encouraged to resolve problems informally prior to the filing of a formal grievance.

2.1 If an individual employee or the Association believes that there has been a grievance, the Association may file a formal complaint on behalf of the aggrieved employee or employees. The grievance shall specify the nature of the grievance, including the section of the Agreement that was allegedly violated.

2.2 The grievance must be submitted, in writing, to the Commissioner within thirty (30) calendar days from knowledge of the occurrence, or when the individual or Association should have had knowledge. Failure to submit the grievance within said thirty (30) calendar days shall make the grievance ineligible for appeal under this Article or any other procedure.

2.3 Within fifteen (15) calendar days after receiving the grievance, the Commissioner, or the Commissioner's designee, shall meet with the aggrieved employee(s) and the employee(s) of the Association. Within fifteen (15) calendar days after said meeting, the Commissioner shall issue a written response to the grievance. Said response shall be given to the President of the Unit.

☐ **STEP TWO - APPEAL**

2.4 In the event the Association is not satisfied with the Commissioner's response or no response is received, it may within fifteen (15) calendar days after the response is due, refer the grievance to the Commissioner of Human Resources.

2.5 The Commissioner of Human Resources shall hold a hearing within thirty (30) calendar days of receipt of the grievance. A written decision shall be given to the Union no later than fifteen (15) working days following said hearing.

☐ **STEP THREE - APPEAL**

2.6 If the Association is not satisfied with the response to the grievance at Step Two, the Association may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations unless the parties develop a mutually agreed upon panel of neutrals and attendant procedures. The demand for arbitration must be filed within thirty (30) calendar days from receiving the Step Two response or when the Step Two response should have been received. Failure to file the demand within said time period makes the grievance ineligible for arbitration or any other appeal and the case will be deemed closed.

2.7 All decisions rendered in such arbitration shall be final and binding upon both parties. No arbitrator functioning under the procedures set forth in this agreement shall have any power to amend, modify or delete any provisions of this Agreement.

2.8 The full cost for the services of the arbitration shall be split by the parties.

SECTION 3. Leave for Investigating Grievances
Employees designated by the Union to handled grievances (Union President, Officers, Stewards) shall be permitted reasonable time off their jobs to pursue grievances without charge to their accruals after receiving permission from the Commissioner or Deputy Commissioner.

SECTION 4. The procedures under this Article shall be the sole and exclusive procedure with respect to disciplinary actions and replaces Section 75 and 76 of the New York State Civil Service Law.

ARTICLE XVI□ DISCIPLINARY ACTION

SECTION 1. Discipline for Just Cause

1. No employee with a competitive class permanent appointment who has completed his/her probationary period or for those employees in the labor or noncompetitive class who have more than one year, full-time service shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the President of the unit.

2. If the County determines that an employee, who is the potential target for discipline, is to be interrogated, such employee shall be notified in writing of his/her right to a union representative at such interrogation.

3. The County, after serving the employee with a Notice of Discipline, to include a notice of the charges with an explanation of same and an opportunity to be represented by the union, if desired, and to respond to such allegations, may impose the penalty sought of a suspension without pay for up to five (5) work days upon such written notice. All other proposed penalties will not be instituted prior to the expiration of the appeal period. If such penalty of other than a five (5) or fewer work days suspension is appealed within the time limits set forth below, the proposed penalty only can be imposed after a finding of guilt by the arbitrator or a settlement of the matter by the parties.

4. Notwithstanding paragraph 3 above, the County, after serving the employee with a Notice of Discipline to include a notice of the charges with an explanation of same and an opportunity to be represented by the union, if desired, and to respond to such allegations, may immediately suspend without pay any employee who is charged with an act which generally is understood to constitute a crime or in a matter where termination is the penalty sought pending the disposition of the matter. No accruals may be used during such period of suspension pending the disposition of the matter. The foregoing provision in no way limits the County's ability to place an employee on leave with pay.

SECTION 2. Appeal of Disciplinary Action

1. If the employee disagrees with the disciplinary action, the employee may elect to submit the matter, in writing, to the Commissioner of Human Resources or Deputy Commissioner of Human Resources within fifteen (15) calendar days from the date of service of the Notice of Discipline. Within ten (10) calendar days after receiving the grievance, the Commissioner of Human Resources will hold a hearing. Within ten (10)

calendar days after said hearing, the Commissioner of Human Resources shall issue a written response to the grievance.

2. If an employee is suspended without pay pursuant to Section 1.4 above, the employee may choose to expedite the matter by appealing to the Commissioner of Human Resources or Deputy Commissioner of Human Resources within ten (10) calendar days after service of the Notice of Discipline. The Commissioner of Human Resources shall conduct a hearing within ten (10) calendar days after receiving such expedited appeal and render a written decision within five (5) working days after the day on which the hearing was held.

3. In the event the employee or CSEA disagrees with the determination, the employee or CSEA may elect to submit the matter, in writing, to arbitration by filing a demand for arbitration with the New York State Public Employment Relation Board in accordance with its rules and procedures unless the parties develop a mutually agreed upon panel of neutrals and attendant procedures. The demand for arbitration must be filed within ten (10) calendar days from receiving the response from the Commissioner of Human Resources. Failure to file the demand within said ten (10) calendar days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

4. All decisions rendered in such arbitration shall be final and binding upon both parties.

5. The arbitrator's fees shall be shared equally by the parties of the arbitration.

SECTION 3. Civil Service Rights

The procedure under this Article shall be the sole and exclusive procedure with respect to disciplinary actions and replaces Section 75 and 76 of the New York State Civil Service Law.

SECTION 4. Counseling

Any conversation or communication between the employee and the immediate supervisor, in an effort to address certain, specific employee conduct, behavior and/or job performance. "Counseling" is intended to be positive, non-punitive means of modifying inappropriate behavior. Counseling is **NOT** discipline; it is constructive criticism.

ARTICLE XVII □ DUE PROCESS HEARING

Where the County is required to negotiate the procedures for a due process hearing, the following shall be the negotiated procedures utilized:

The County may appoint a hearing officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. The award may be appealed by the County or the employee pursuant to Article 78 of the Civil Practice Law and Rules. Such hearing officer may be a County employee provided such employee is unrelated to the case.

ARTICLE XVIII □ INDEMNIFICATION

The County agrees to provide for the defense and indemnification of employees according to the following Article:

SECTION 1. Civil Actions and Proceedings

SECTION 1.1. As used in this Article, unless the context otherwise requires, the term "employee" shall mean any person holding a position by election, appointment or employment in the service of the County, whether or not compensated, or a volunteer expressly authorized to participate in a County-sponsored volunteer program, but shall not include an independent contractor. The term employee shall include a former employee, his estate or judicially appointed personal representative.

A. Upon compliance by the employee with the provisions of this Article, the County shall provide for the defense of the employee in any civil action or proceeding in any state or federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his/her public employment or duties; or which is brought to enforce a provision of section nineteen hundred eighty-one or nineteen hundred eighty-three of title forty-two of the United States code and the act or omission underlying the action occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his/her public employment or duties. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the County.

B. Subject to the conditions set forth in paragraph "A" of this Section, the employee shall be entitled to be represented by the County Attorney, provided, however, that the employee shall be entitled to representation by private counsel of his/her choice in any civil judicial proceeding whenever the County Attorney determines, based upon his/her investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate, or whenever a court of competent jurisdiction, upon appropriate motion or by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by private counsel of his/her choice. The County Attorney shall notify the employee in writing of such determination that the employee is entitled to be represented by private counsel. The County Attorney may require, as a condition of payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. If the employee or group of employees is entitled to representation by private counsel under the provisions of this Section, the County Attorney shall so certify to the Comptroller. Reasonable attorneys' fees and litigation expenses shall be paid by the County to such private counsel from time to time during the pendency of the civil action or proceeding subject to certification that the employee is entitled to representation under the terms and conditions of this Section by the head of the department in which such employee is employed and upon the audit and warrant of the Comptroller. Any dispute with respect to representation of multiple employees by a singe counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the Court upon motion or by way of a special proceeding.

C. Where the employee delivers process and request for a defense to the County Attorney as required by Section 1.4, the County Attorney shall take the necessary steps including the retention of private counsel under the terms and conditions provided in paragraph "B" of Section 1.2 of this Article 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.

SECTION 1.2.

A. The County shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in any state or federal court, or in the amount of any settlement of a claim, or shall pay such judgment or settlement; provided, that the act or omission from which such judgment or settlement arose occurred while the employee was acting within the scope of his/her public employment or duties; the duty to indemnify and save harmless or pay prescribed by this Section shall not arise where the injury or damage resulted from intentional wrongdoing on the part of the employee.

B. An employee represented by the County Attorney or by private counsel pursuant to this Article shall cause to be submitted to the head of the department in which he/she is employed any proposed settlement which may be subject to indemnification or payment by the County and if not inconsistent with the provisions of this Section such head of the department in which he/she is employed shall certify such settlement, and submit such settlement and certification to the County Attorney. The County Attorney shall review such proposed settlement as to form and amount, and shall give his/her approval if in his/her judgment the settlement is in the best interest of the County. Nothing in this Section shall be construed to authorize the County to indemnify and save harmless or pay an employee with respect to a settlement not so reviewed and approved by the County Attorney.

C. Nothing in this Section shall authorize the County to indemnify or save harmless an employee with respect to fines or penalties, or money recovered from an employee; provided, however, that the County shall indemnify and save harmless its employees in the amount of any costs, attorney's fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his/her public employment or duties, has, without willfulness or intent on his/her part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any Court of this State or of the United States. The County Attorney shall promulgate such rules and regulations as are necessary to effectuate the purposes of this Section.

D. Upon entry of final judgment against the employee, or upon the settlement of the claim, the employee shall cause to be served a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the head of the department in which he/she is employed; and if not inconsistent with the provisions of this Section, such judgment or settlement shall be certified for payment by such head of the department. If the County Attorney concurs in such certification, the judgment or settlement shall be paid upon the audit and warrant of the Comptroller. On or before October 15th, the Comptroller, in consultation with the Department of Law and other agencies as may be appropriate, shall submit to the County Executive and the Legislature an annual accounting of judgments, settlements, fees, and litigation expenses paid pursuant to this Article during the preceding and current fiscal years. Such accounting shall include, but not be limited to the number, type and amount of claims so paid, as well as an estimate of claims to be paid during the remainder of the current fiscal year and during the following fiscal year.

SECTION 1.3. The duty to defend or indemnify and save harmless prescribed by this Article shall be conditioned upon:

i. Delivery to the County Attorney by the employee 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 County based upon the same act or omission, and in the prosecution of any appeal. Such delivery shall be deemed a request by the employee that the County provides for his/her defense pursuant to this Section.

SECTION 1.4. The benefits of this Article shall inure only to employees as defined herein and shall not enlarge or diminish the rights of any other party nor shall any provision of this section be construed to affect, alter or repeal any provision of the Workers' Compensation Law.

SECTION 1.5. This Article shall not in any way affect the obligation of any claimant to give notice to the County under any other provision of law.

SECTION 1.6. The provisions of this Article shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

SECTION 1.7. The provisions of this Article shall apply to all actions and proceedings pending upon the effective date thereof or thereafter instituted.

SECTION 1.8. Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any unit, entity, officer or employee of the County or any other level of government, 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, or as provided under the terms of any collective bargaining agreement.

SECTION 1.9. If any provision of this Article or the application thereof to any person or circumstance be held unconstitutional or invalid in whole or in part by any court of competent jurisdiction, such holding of unconstitutionality or invalidity shall in no way affect or impair any other provision of this Section or the application of any such provision to any other person or circumstance.

SECTION 2. Criminal Charges

SECTION 2.1. Upon compliance by the employee with the provisions of Paragraph 3 of this Article, and subject to the conditions set forth in Paragraph 2 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 of a criminal proceeding in 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 at the behest of the employer.

SECTION 2.2. Upon the application for reimbursement for reasonable attorneys' Fees and litigation expenses made by or on behalf of an employee as provided in Paragraph 15 of this Article, the County Attorney of the County of Albany shall reasonably determine, based upon his/her investigation and his/her review of the facts and circumstances of the criminal proceeding, whether reimbursement of reasonable attorneys' fees and litigation expenses shall be paid. The County Attorney of the County of Albany shall notify such employee in writing of such determination. Upon determining that reimbursement should be provided for reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee, it shall be the duty of the employee to notify in writing to the County Attorney the identity of the defense counsel intended to be retained by or on behalf of the employee in his or her defense of the criminal proceeding. The County Attorney shall have the right to approve the employee's choice of defense counsel and shall further have the right to negotiate prospectively with said defense counsel the amount of reasonable attorneys' fees, which the employer shall reimburse the employee upon his/her acquittal or upon the dismissal of the criminal charges against him/her. The County Attorney shall certify such expenses to the Comptroller of the County of Albany. Upon such certification, reimbursement shall be made for such fees and expenses upon the audit and warrant of the Comptroller. Any dispute with regard to entitlement to reimbursement, the designation of defense counsel, the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the Supreme Court of the State of New York upon appropriate motion or by way of a special proceeding. Pending the outcome of the dispute, the employer will take all reasonable steps necessary to provide for the criminal defense of the employee.

SECTION 2.3. Reimbursement of a reasonable attorneys' fees and litigation expenses by the employer as prescribed by this Article shall be conditioned upon (a) delivery to the County Attorney or an Assistant County Attorney at the Office of the Department of Law of the County of Albany by the employee a written request for reimbursement of defense expenses

together with the original or a copy of an accusatory instrument within ten (10) calendar days after he/she is arraigned upon such instrument, and (b) the full cooperation of the employee in the defense of any action or proceeding against the employer based upon the same act, and in the prosecution of any appeal.

SECTION 2.4. Except as otherwise specifically provided in this Article, the provisions of the Article shall not be construed in any way to impair, alter, 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 10 of the Court of Claims Act, Section 50(e) of the General Municipal Law, or any other provision of law.

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

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

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

ARTICLE XIX□ WORKING CONDITIONS

SECTION 1. Timekeepers shall keep accurate leave records of all employees in our bargaining unit. Timekeepers will also be responsible for keeping attendance records based on time punch in or out. Anyone punching in or out for another employee may be subject to disciplinary action.

SECTION 2. Call in Guarantee

Effective upon ratification January 1, 1988, all employees who are called out prior to or after their regular scheduled workday, shall receive a minimum guarantee of four (4) hours pay at the appropriate rate of pay.

SECTION 3. Special Crews

When it becomes necessary to establish "special crew", (bridge, carpenter, etc.) employees will be selected, after a ten (10) day posting period, by the Commissioner. The decision of the Commissioner will be binding and not subject to grievance procedure.

Those employees selected will receive +$.75 per hour above their normal rate of pay while on "Special Crew".

In order to qualify for "Special Crew" rate, an employee must work more than one-half (1/2) of the workday on the Special Crew assignment.

If the employee selected is working out-of-title, the employee also will receive the appropriate out-of-title pay.

SECTION 4. No employee shall be required to work more than sixteen (16) total hours per day unless the employee consents to work more hours.

SECTION 5. All employees are eligible to utilize their leave credits upon earning them.

SECTION 6. WORK HOURS

All employees are required to work an eight (8) hour workday forty (40) hours per work week. Except during the months of June, July and August during which the normal workday will be seven and one-half (7.5) with a thirty-seven and one half hour (37.5) workweek, with no reduction in salary.

Those employees required to work beyond 37.5 hours but less than forty (40) per week during the summer program will receive compensatory time for all hours worked. All hours worked beyond forty (40) hours per week will be paid at the overtime rate.

The workday shall include a one half hour (1/2) unpaid lunch period, as well as a one-quarter hour (1/4) paid break in the morning and a one-quarter hour (1/4) paid clean up time at the end of the work day.

Work schedule for all employees as follows:

Start – 7:30 am
Break time – 15 minutes am
Lunch 12:00 – 12:40 (30 minutes unpaid */10 minutes paid)

Wash up time

Winter 3:45 pm – 4:00 pm (3:55 pm)
Summer 3:15 pm – 3:30 pm (3:25 pm) / Shop 2:45 pm – 3:00 (2:55*)

*Those employees assigned to the shop on May 28, 2003 only, will continue to be allowed a one half (1/2) hour paid lunch as long as they remain assigned to the shop.

SECTION 7. The County shall establish starting and quitting times for each jurisdiction in the Department of Public Works.

SECTION 8. Only employees in the bargaining unit shall perform those duties assigned to their respective titles and those employees excluding from the bargaining unit shall be prohibited from performing routine bargaining unit work unless there is an emergency.

SECTION 9. Out of Title Work
Effective January 1, 1977, the County agrees that employees shall be paid for any out-of-title work at the higher hourly rate for said work. The County also agrees that the employee shall be paid for a minimum of four (4) hours at the higher hourly rate for any such out-of-title work performed. A rotating roster shall be established for said out-of-title work at the work site and said work shall be offered based on seniority according to said roster. However, an employee may refuse to perform out-of-title work if it is either against the law or if it would endanger the life of any person.

SECTION 10. The parties agree to continue at a labor/management forum the issue of developing a four-day workweek schedule during the summer months. If the parties reach an agreement concerning this matter, the agreement will be subject to ratification by the membership of the Division of Highway Unit of Local 801, CSEA.

SECTION 11. The established joint Health and Safety Committee to review the need for safety equipment, sanitary conditions, safety conditions, safety in general and the parking problems shall continue for the life of this Agreement.

SECTION 12. The County agrees that during the winter program there will be two (2) qualified men chosen at the discretion of the foreman, on the plows at all times while salting, plowing and other related work. Whenever The Commissioner determines that emergency road conditions exist, there shall be a minimum of three (3) mechanics and/or mechanics helpers called in to the main garage at Voorheesville for assignment as determined by the Commissioner or his designee.

However, effective October 24, 2003, the County established a one person plowing program, during the winter months whereby one (1) person may operate the County equipment when salting, patrolling and/or plowing.

All employees who volunteer* for this program shall be trained, at County expense in accordance with the New York State Department of Transportation "One Person Plowing Program." Employees who are trained in one person plowing shall receive an additional two dollars ($2.00) per hour added to their base salary for a duration of twenty-two weeks during the winter road maintenance season. However, in the event prior to or after the designated winter road maintenance season, those employees are required to function in an OPP operator situation, the additional $2.00 per hour will apply while salting or plowing. At the discretion of the Commissioner, the County, from year to year, will establish the start and end date to the winter maintenance season.

The start and end dates of the winter road maintenance season shall be posted at all work locations by the Department prior to the beginning of the season.

Effective the signing of this agreement, all new equipment operators shall be trained at the County's expense in accordance with the NYSDOT "One-Person Plowing Program within one (1) year of the date of employment as a condition for maintaining their status as an equipment operator for Albany County.

Those employees certified in the one person plowing program will also be eligible to receive a winter coat upon being certified.

*This program will be voluntary until certification after which the position will become a permanent assignment designated by management. Certified employees will be assigned to work in the one-person plow program in his or her own work location first. If there is a need, certified employees may be assigned during the winter program to work in an adjoining location only. For purposes of this provision, the nine (9) work locations will be grouped for "adjoining" purposes as follows:

Berne/Knox	Rensselaerville/Westerlo
Bethlehem/Coeymans	Colonie/Guilderland/New Scotland

SECTION 13. All mechanical work will be done by qualified mechanics except, however, all operators will be required to perform preventive maintenance.

SECTION 14. For the purpose of providing coverage during the winter road maintenance season, the County shall be permitted to shift one operator and one laborer (one crew) at any of its nine facilities to cover an early and late shift Monday through Friday, with the early shift being defined as 11:30 p.m. to 8:00 a.m., and the late shift defined as 3:30 p.m. to 12:00 midnight. Shifting shall be done voluntarily by seniority or involuntarily by inverse seniority in the titles of Operator and Laborer. Where it is necessary to operate one or more shifts with two Operators assigned to a truck instead of one Operator and one Laborer, the County will not involuntarily assign a Laborer to a shift when a second Operator has volunteered to work that shift. In case of absences the County shall have the right to assign other employees to the shift in lieu of their regular shift using

volunteers by seniority first and then inverse seniority provided there is a minimum of five (5) days notice. Otherwise if the shift is to be filled it will be filled pursuant to the overtime provisions of this agreement. When it is operationally feasible, the County will attempt to accommodate the personal needs of employees when directing them to work a particular shift. The County's accommodation to these requests by the Union shall not be subject to the grievance procedure and shall be at the sole discretion of the County. Employees working the early and late shifts shall receive an additional $1.00 per hour ($8.00 per shift defined above) for working on this assigned shift. The $1.00 per hour differential will be paid to shifted employees only when the shift is worked. If an employee who is shifted is entitled to time off due to a holiday, he will receive the $1.00 per hour differential; however, time off due to vacation, personal leave and sick leave will be paid at normal rates exclusive of shift differential. When the County assigns another employee to specifically cover a shift, that employee will be eligible for the $1.00 per hour shift differential, even if the employee is working in an overtime capacity while covering that shift. Coverage of a shift is a specific assignment to the shift rather than a general overtime assignment, which coincides or overlaps with the times that a shift is scheduled to work. In addition, CSEA agrees that the County may employ non-bargaining unit personnel during the winter maintenance season when all regular full-time personnel have been canvassed for overtime work, but there are insufficient numbers available to work.

For purposes of implementing the above provisions, the workweek for the early shift will begin at 11:30 p.m. on Sunday evening. The County is not obligated to fill a vacancy on any of the shifts by calling someone in on overtime and may, in its discretion, combine one or more employees from different facilities to make up a crew. The following order of hiring or calling out will be done by the County in order to fulfill its mission.

a. Employees from their own work location will be called first to perform overtime work at that location.

b. Employees from the adjoining location will be called if there is a need for additional personnel. For purposes of this provision, the nine (9) work locations will be grouped for "adjoining" purposes as follows:

- Berne/Knox
- Bethlehem/Coeymans
- Rensselaerville/Westerlo
- Colonie/Guilderland/New Scotland

c. Non-bargaining unit employees of Albany County who live near the work location where personnel are needed will be called next.

d. All members of the bargaining unit regardless of work location will be called by seniority.

e. Non-bargaining unit members who are not employees of Albany County will then be called in.

SECTION 15. Drug and Alcohol Testing: Effective the signing of this agreement, all members of the bargaining unit shall be subject to the drug and alcohol testing policy pursuant to the Omnibus Transportation Employee Testing Act of 1991, and the regulations issues therein.

SECTION 16. All employees will be allowed fifteen (15) minutes late per month as per practice of May 7, 1987 (the same as when there were time clocks).

If an employee goes over the 15-minute period, then they will be docked ½ hour for time up to ½ hour and 1 hour for time over ½ hour for the month.

If an employee calls in to the foreman (or whoever is in charge), and explains with a good excuse that he will be late, the time should be charged to his time (1 hour or more) and that this should not be allowed more than twice in a one month period.

If an employee should abuse the above rules, the person will be subject to disciplinary procedures.

ARTICLE XX □ PROBATIONARY PERIOD

SECTION 1. An employee in the competitive, noncompetitive or labor classes shall be on probation for a period of twenty-six (26) weeks from the date of appointment.

SECTION 2. Probationary, Provisional, Temporary and Seasonal Classifications
An employee in a competitive civil service classification who is on probation or who has been appointed to a position on a provisional, temporary, seasonal, emergency or training basis and who has no retreat rights to another permanent position shall not be entitled to appeal any disciplinary action taken against said employee, nor shall the Association have the right to appeal such action on the employee's behalf.

SECTION 3. Noncompetitive and Labor Classifications
An employee in a noncompetitive or labor civil service classification who has completed the probationary period shall be entitled to appeal disciplinary action in accordance with this Article. An employee in a noncompetitive or labor civil service classification who is on probation or who has been appointed to a position on a provisional, temporary, seasonal, emergency or training basis and who has no retreat rights to another permanent position shall not be entitled to appeal any disciplinary action taken against said employee, nor shall the Association have the right to appeal such action on the employee's behalf.

ARTICLE XXI □ EMPLOYEE EVALUATION

SECTION 1. Purpose

The purpose of employee evaluation shall be to evaluate employee performance. All evaluations shall be in writing on a standard evaluation form provided by the Employer.

SECTION 2. Orientation

An employee shall be presented with the standard evaluation form and procedures during the employee's initial employment orientation. Changes to the form shall be discussed at labor/management meeting(s) before they become effective.

SECTION 3. Frequency of Evaluations

1. A newly hired employee shall be evaluated at least once during the first three (3) months of employment and at least one (1) time thereafter during the first year.

2. An employee with more than one (1) year of employment shall be evaluated at least once each year. If an evaluation is not done within sixty (60) days after the employee's anniversary date, the employee will be deemed to "meet normal requirements of the job" unless the evaluation immediately proceeding was "generally exceeds normal requirements of the job" in which case the employee will be deemed to have been rated the latter.

SECTION 4. Conference

1. All evaluations will be preceded by a meeting between the employee and the evaluator to explain the objectives of the evaluation.

2. Within five (5) workdays after an evaluation, there will be a meeting between the employee and the evaluator. The employee shall be given a copy of the evaluation report prior to the meeting. Should deficiencies be recorded in the performance of the employee, the employee will be provided with specific, reasonable, written recommendations for improvement.

SECTION 5. Reply

Any written reply made by the employee shall be attached to and made a part of the evaluation report.

Note: Employee Evaluation form shall be attached hereto and made a part hereof.

ARTICLE XXII □ LAYOFF

SECTION 1. Notice

1. A "layoff" is defined as an adjustment or a reduction in the workforce due to program changes or curtailment or a general decrease in operations.

2. The County will give sixty (60) calendar days formal notice prior to the institution of a layoff to the Unit President and will meet with the Union within ten (10) calendar days thereafter to discuss issues.

3. Individual employees will be given at least two (2) weeks notice prior to actually being laid off.

SECTION 2. Competitive Class

In the event of any layoff and/or recall of competitive class employees, the County will follow the Civil Service Law. Additionally, if a competitive class employee held a noncompetitive or labor class job immediately prior to his/her taking a competitive class position, (s)he can retreat to such noncompetitive or labor class position subject to the procedures outlined in Section 3 below.

SECTION 3. Labor and Noncompetitive Class

1. In the case of layoffs, reduction of force and/or reemployment of labor or noncompetitive class employees, the County shall proceed strictly by seniority in the affected job titles.

2. For the purposes of this provision, seniority shall be defined as the length of continuous service from the first date of employment within the County with no breaks in service of more than twelve (12) months. Only time on full-pay status or an approved paid leave shall count towards seniority.

3. Seniority dates based on veteran's status are as follows:

a. Non-Disabled Veterans: the date of original permanent appointment is thirty (30) months earlier than the actual date.

b. Disabled Veterans: the date of original permanent appointment is sixty (60) months earlier than the actual date. This also applies to head of household spouses of disabled veterans with 100% service-connected disability.

c. Definition of Veteran's Status

1. Veteran: an individual afforded status as a veteran must have served in the armed forces in time of war as defined in Section 85 of the Civil Service Law and received an honorable discharge or release under honorable circumstances.

2. Disabled Veteran: to qualify as a disabled veteran an individual in addition to Section (c)(1) above, must be certified by the Veterans' Administration as entitled to receive disability payments for the disability incurred in time of war.

SECTION 4. Layoffs will be made on a Department basis, not according to the subdivisions within the Departments.

SECTION 5. The employee in the job title where the reduction is to take place who has the least seniority shall be removed from the job first.

SECTION 6. If that employee has worked in another job title, (s)he shall have the right to transfer back into such classification provided (s)he has more seniority and has held that prior job title on a permanent basis immediately prior to the job title from which the employee is being laid off.

SECTION 7. Where employees have the same seniority date as outlined in paragraph 3.2 above, the "tie breaker" shall be the third letter of the last name.

SECTION 8. Preferred Lists and Recall

a. All names of laid off employees shall be placed on a preferred list for a period of up to four (4) years. Such employees shall be recalled in the order of their seniority for the position for which such employee was laid off.

b. Notification shall be in writing by personal service or by certified mail to the employee's last known address and a copy of such notification shall be forwarded to the Union.

c. The employee is not required to serve a probationary period upon reinstatement from a preferred list unless such employee was serving a probationary period at the time of the layoff.

d. Any employee who refuses a recall from the preferred list will have his/her name removed from such list.

ARTICLE XXIII MISCELLANEOUS

SECTION 1. The County shall provide the unit president with all job specifications of positions in our bargaining unit, and any subsequent changes herein.

SECTION 2. The County shall notify all employees in the bargaining unit in writing regarding their Civil Service status.

SECTION 3. The Union shall have use of all County highway bulletin boards to post CSEA notices.

SECTION 4. All job related expense shall be subject to reimbursement at the discretion of the Commissioner.

SECTION 5. The salaries and wages of employees shall be paid the same day every week. In the event this day is a holiday, the preceding day shall be payday, except in the case of unforeseen circumstances.

SECTION 6. The County agrees to conform with Civil Service job specifications for all titles.

SECTION 7. The County shall provide to the CSEA officers and delegate a total of ten (10) days for Union business at no charge to the employee's leave credits, exclusive of leave granted for labor management meetings and negotiations. Prior approval must be obtained from the department head or his/her designee before Union days may be taken.

SECTION 8. The County agrees to allow mechanics to purchase through the County, tools required for the job at the prices paid by the County. Request for tools may be made every three (3) months. Effective 01/01/2007, Mechanics and Mechanic Helpers shall be eligible for up to four hundred dollars ($400) worth of tools by reimbursement of receipts or ordering tools through the County for equipment appropriate for their duties with Albany County. The County acknowledges that it shall be responsible for the replacement of tools lost or destroyed due to fire or theft by forced entry into the County garage. Each employee receiving a tool allowance must maintain an inventory list of tools with the County (which list shall be verified periodically by the County) and, in addition, shall keep all tools in a locked tool chest.

SECTION 9. The County agrees to conform with the rules and regulations of the County concerning continuing education.

SECTION 10. The County agrees to provide at no cost to the employee, nine (9) sets of uniforms plus two (2) jackets. Mechanics and mechanics helpers shall receive two (2) coveralls per employee. Failure to wear uniform, jacket and appropriate footwear shall subject an employee to disciplinary action. The county will provide safety vests and five (5) orange "t-shirts" for the summer months. The employees will be responsible for cleaning and maintenance of the "t-shirts".

The County shall provide a voucher system of up to one hundred dollars ($100) where, on an annual basis, employees who need work boots shall be provided with same. The work boot will be designated pursuant to labor/management committee agreement.

SECTION 11. An employee shall have the opportunity to review his/her personal history file in the presence of an appropriate official of the Department and a CSEA representative (if requested by employee) upon three (3) days' notice to the Commissioner.

SECTION 12. Employees shall be notified of all derogatory material, in reference to employment activities, placed in their personnel folder at the time of such placement in folder. Employees may also submit a rebuttal of reasonable length responding to any such derogatory material placed in the employee's personnel folder.

SECTION 13. Effective January 1, 1994, the County shall reimburse employees the cost for renewals of commercial drivers' licenses.

SECTION 14. Periodically throughout the year, at the discretion of the Commissioner, the County will hold training programs on Saturdays to permit employees of the Department who wish to volunteer for such training programs the opportunity to learn the operations of heavy equipment, etc. To facilitate this training program, the County agrees to compensate at least one employee to function as the trainer. The trainer may or may not be a member of the bargaining unit.

SECTION 15. Temporary transfers or assignments from one work location to another shall be done on the basis of seniority, except for the assignment of special crews. Permanent transfers are not subject to this provision.

SECTION 16. Effective January 1, 1997, all employees hired on or after that date shall have their pay "lagged" by one (1) pay period.

SECTION 17. All Bargaining Unit members shall be eligible to participate in the countywide leave donation plan established by the Albany County Legislature and administered by the Albany County Department of Human Resources as may be amended. Note employees are only eligible to participate in either the leave donation plan or request sick leave at half (1/2) pay, not both.

SECTION 18. All Bargaining Unit members shall be eligible to participate in the Albany County Direct Deposit Program, in accordance with the terms and conditions of said plan as may be amended.

SECTION 19. Payroll Errors

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

ARTICLE XXIV □ SAVINGS CLAUSE

SECTION 1. If any Article of this part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or local laws; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

SECTION 2. If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE XXV ❑ LEGISLATIVE ACTION

It is agreed by and between the parties that any provisions of this Agreement requiring Legislative action to permit it's implementation by amendment of law or by providing funds therefore, shall not become effective until the appropriate Legislative Body has given approval.

ARTICLE XXVI ❑ DURATION OF AGREEMENT

The term of this Agreement shall be effective January 1, 2006, through December 31, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on this 5th day of March, 2007.

THE COUNTY OF ALBANY

By: _____
Michael G. Breslin
County Executive

By: _____
Terrence E. McArdle
Director of Employee Relations

By: _____
Michael Franchini
Commissioner, DPW

By: _____
Dan Mirable
Deputy Commissioner
Department of Public Works

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, FOR THE ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS UNIT OF ALBANY COUNTY LOCAL 801

By: _____

By: _____

By: _____

By: _____

By: _____

APPENDIX A

The collective bargaining unit shall be comprised of the titles set forth as follows:

Aerial Tower Operator, Automotive Mechanic, Auto Mechanic Helper, Auto Body Mechanic, Auto Serviceman, Carpenter, Carpenter Foreman, Field Clerk I (Timekeeper), Clerk Typist I, Custodial Work Supervisor, Custodial Worker, Electrician, Equipment Operator I, Equipment Operator II, Equipment Operator III, Labor Foreman, Labor Sub-Foreman, Laborer, Shop Laborer, Sign Shop Fabricator, Store Clerk, Storekeeper, Utility Laborer, Welder and Painter.

Effective 01/01/2006 the salary schedule shall be increased by three percent (3%) across the board.
Effective 01/01/2007 the salary schedule shall be increased by three percent (3%) across the board.
Effective 01/01/2008 the salary schedule shall be increased by two percent (2%) across the board.
Effective 07/01/2008 the salary schedule shall be increased by two percent (2%) across the board.

Effective January 1, 2007, the County agrees to provide Longevity according to the following:

YEARS OF COMPLETED SERVICE	AMOUNT
10 - 15 years	$600
16 - 19 years	$950
20 - 24 years	$1300
25+ Years	$1650

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

The Salary Schedule in Appendix A designates the specific job titles that shall receive the salary upgrade.

It is understood that these increases are in addition to the general salary increases set forth in this Agreement. The benefits listed in Appendix A shall only apply to those employees on the payroll on or after the signing of this agreement and/or any employees who have separated service due to retirement or disability. (Total Contract)

APPENDIX B

All other titles within the Albany County Department of Public Works not listed in Appendix A are excluded from the bargaining unit.

SIDE LETTER

Employees who have completed 6-9 years of Service between January 1, 1993 and December 31, 1995, shall receive a longevity payment of two hundred dollars ($200).

THE COUNTY OF ALBANY

By: _____
Michael G. Breslin
County Executive

By: _____
Richard Rapp
Commissioner, DPW

By: _____
Michael Franchini
Deputy Commissioner, DPW

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, FOR THE ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICES UNIT OF ALBANY COUNTY LOCAL 801

By : _____
Union President

By: _____ 5-3-95
Jon Premo
Collective Bargaining Specialist

SALARY SCHEDULE 1/1/06 - 3%

FIELD

TITLE:	START	"1"	"2"	"3"	"4"	"5"
Laborer	12.8128	13.0619	13.3579	13.6534	13.9336	14.3721
Clerk I	13.0619	13.3579	13.6534	13.9336	14.2295	14.6102
Equipment Operator I	13.785	14.0548	14.325	14.6422	14.897	15.3485
Equipment Operator II	14.2584	14.4119	14.8036	14.8841	15.3652	15.8373
Aer.Tower Operator Sign Shop Fabricator Equipment Operator III	14.7232	14.9824	15.29	15.5983	15.8573	16.318
Labor Foreman	15.9968	16.2421	16.3239	16.6508	17.0926	17.5579
Utility Laborer	13.233	13.5136	13.7776	14.0428	14.354	14.7505

SALARY SCHEDULE 1/1/06 - 3%

SHOP

TITLE:	START	"1"	"2"	"3"	"4"	"5"
Shop Laborer	12.8128	13.0619	13.3579	13.6534	13.9336	14.3721
Utilityman	14.6965	14.9148	15.2259	15.5374	15.7554	16.2138
Auto.Mechanic Auto.Body.Mech. Welder Painter Auto.Serviceman	14.7232	14.9824	15.29	15.5983	15.8573	16.318
Auto. Mech.Helper Electrician	13.785	14.0548	14.325	14.6422	14.897	15.3485
Store Clerk	14.7232	14.9824	15.29	15.5983	15.8573	16.318
Custodial Worker	12.517	12.8128	13.0619	13.3579	13.6534	14.0805

SALARY SCHEDULE 1/1/07 - 3%

FIELD

TITLE:	START	"1"	"2"	"3"	"4"	"5"
Laborer	13.1971	13.4537	13.7586	14.063	14.3516	14.8032
Clerk I	13.4537	13.7586	14.063	14.3516	14.6563	15.0485
Equipment Operator I	14.1985	14.4764	14.7547	15.0814	15.3439	15.8089
Equipment Operator II	14.6861	14.8442	15.2477	15.3306	15.8261	16.3124
Aer.Tower Operator Sign Shop Fabricator Equipment Operator III	15.1648	15.4318	15.7487	16.0662	16.333	16.8075
Labor Foreman	16.4767	16.7293	16.8136	17.1503	17.6053	18.0846
Utility Laborer	13.6299	13.919	14.1909	14.464	14.7846	15.193

SALARY SCHEDULE 1/1/07 - 3%

SHOP

TITLE:	START	"1"	"2"	"3"	"4"	"5"
Shop Laborer	13.1971	13.4537	13.7586	14.063	14.3516	14.8032
Utilityman	15.1373	15.3622	15.6826	16.0035	16.228	16.7002
Auto.Mechanic Auto.Body.Mech. Welder Painter Auto.Serviceman	15.1648	15.4318	15.7487	16.0662	16.333	16.8075
Auto. Mech.Helper Electrician	14.1985	14.4764	14.7547	15.0814	15.3439	15.8089
Store Clerk	15.1648	15.4318	15.7487	16.0662	16.333	16.8075
Custodial Worker	12.8925	13.1971	13.4537	13.7586	14.063	14.5029

SALARY SCHEDULE 1/1/08 - 6/30/08 - 2%

FIELD

TITLE:	START	"1"	"2"	"3"	"4"	"5"
Laborer	13.461	13.7227	14.0337	14.3442	14.6386	15.0992
Clerk I	13.7227	14.0337	14.3442	14.6386	14.9494	15.3494
Equipment Operator I	14.4824	14.7659	15.0497	15.383	15.6507	16.125
Equipment Operator II	14.9798	15.141	15.5526	15.6372	16.1426	16.6386
Aer.Tower Operator Sign Shop Fabricator Equipment Operator III	15.468	15.7404	16.0636	16.3875	16.6596	17.1436
Labor Foreman	16.8062	17.0638	17.1498	17.4933	17.9574	18.4462
Utility Laborer	13.9024	14.1973	14.4747	14.7532	15.0802	15.4968

SALARY SCHEDULE 1/1/08 - 6/30/08 - 2%

SHOP

TITLE:	START	"1"	"2"	"3"	"4"	"5"
Shop Laborer	13.461	13.7227	14.0337	14.3442	14.6386	15.0992
Utilityman	15.44	15.6694	15.9962	16.3235	16.5525	17.0342
Auto.Mechanic Auto.Body.Mech. Welder Painter Auto.Serviceman	15.468	15.7404	16.0636	16.3875	16.6596	17.1436
Auto. Mech.Helper Electrician	14.4824	14.7659	15.0497	15.383	15.6507	16.125
Store Clerk	15.468	15.7404	16.0636	16.3875	16.6596	17.1436
Custodial Worker	13.1503	13.461	13.7227	14.0337	14.3442	14.7929

SALARY SCHEDULE 7/1/08 - 12/31/08 - 2%

FIELD

TITLE:	START	"1"	"2"	"3"	"4"	"5"
Laborer	13.7302	13.9971	14.3143	14.631	14.9313	15.4011
Clerk I	13.9971	14.3143	14.631	14.9313	15.2483	15.6563
Equipment Operator I	14.772	15.0612	15.3506	15.6906	15.9637	16.4475
Equipment Operator II	15.2793	15.4438	15.8636	15.9499	16.4654	16.9713
Aer.Tower Operator Sign Shop Fabricator Equipment Operator III	15.7773	16.0552	16.3848	16.7152	16.9927	17.4864
Labor Foreman	17.1423	17.405	17.4927	17.8431	18.3165	18.8151
Utility Laborer	14.1804	14.4812	14.7641	15.0482	15.3818	15.8067

SALARY SCHEDULE 7/1/08 - 12/31/08 - 2%

SHOP

TITLE:	START	"1"	"2"	"3"	"4"	"5"
Shop Laborer	13.7302	13.9971	14.3143	14.631	14.9313	15.4011
Utilityman	15.7488	15.9827	16.3161	16.6499	16.8835	17.3748
Auto.Mechanic Auto.Body.Mech. Welder Painter Auto.Serviceman	15.7773	16.0552	16.3848	16.7152	16.9927	17.4864
Auto. Mech.Helper Electrician	14.772	15.0612	15.3506	15.6906	15.9637	16.4475
Store Clerk	15.7773	16.0552	16.3848	16.7152	16.9927	17.4864
Custodial Worker	13.4133	13.7302	13.9971	14.3143	14.631	15.0887