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WC / 7041

AGREEMENT

by and between the
MADISON COUNTY

and
CSEA Local 1000
AFSCME, AFL-CIO



Madison County White Collar Unit #7350-04
Madison County Local 827

January 1, 2011 - December 31, 2014

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**ARTICLE 1
RECOGNITION**

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

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

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

**ARTICLE 2
EXCLUSIVITY**

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

**ARTICLE 3
MEMBERSHIP DUES**

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

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

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

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

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

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

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

ARTICLE 6 VISITATION RIGHTS

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

ARTICLE 7 UNION RESPONSIBILITY

The CSEA agrees to do its utmost to see that its members perform their respective assigned duties loyally, efficiently, and continuously under the terms of this Agreement. The CSEA and the County employees covered hereby agree that they will respectively use their best endeavors to protect the interest of the County, to conserve the property thereof, to protect the public, and to give service of the highest quality to the County.

ARTICLE 8 NO STRIKE

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

**ARTICLE 11
INFORMATION**

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

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

**ARTICLE 12
MANAGEMENT RIGHTS**

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

**ARTICLE 13
WORK RULES**

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

13.2. Employees shall comply with all work rules.

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

**ARTICLE 15
LAYOFF AND RECALL**

15.1. Layoff in the Competitive Class

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

15.2. Layoff in the Non-Competitive or Labor Class

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

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

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

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

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

15.2.5. Thereafter, the replaced employee shall exercise his/her seniority rights to retreat to his/her last held permanent title in the non-competitive or labor class within his/her department only. The retreat process shall continue only within that department until the least senior employee in the last effected job title is displaced and he/she shall be laid off and there shall be no further bumping, retreat, or displacement.

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

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

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

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

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

Interested bidders must meet the minimum qualifications for the vacant position by the bid deadline.

17.5. The Personnel/Civil Service Department shall forward a list of the interested bidders to the Department Head. Bargaining unit bidders shall be given first consideration for the vacancy. Selection from amongst bargaining unit employees will be on the basis of qualifications (including but not limited to education and experience) and seniority. The County may also fill the vacancy from outside the bargaining unit, as the County deems appropriate, if the outside applicant possesses greater qualifications and experience, as reasonably determined by the County, than a present employee bidding for the vacancy. Selection shall be the responsibility of the Department Head who may temporarily fill a vacancy pending compliance with the posting and bidding provisions of this Article.

ARTICLE 18 PERSONNEL FILES

18.1. Employees will receive copies of material placed in their official personnel file, which shall be maintained in the Personnel Department, relating to their performance as an employee.

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

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

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

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

**ARTICLE 22
WORK HOURS**

22.1. PUBLIC SAFETY COMMUNICATORS

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

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

22.2. LICENSED PRACTICAL NURSES (LPNs)

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

22.3. ALL OTHER FULL-TIME EMPLOYEES

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

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

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

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

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

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

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

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

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

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

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

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

25.2. Compensation for an "R" Number

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

25.3. Permanent, Provisional, and Contingent Permanent Promotions

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

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

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

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

ARTICLE 26 OVERTIME PREMIUM

26.1. The County will pay one and one-half (1 ½) times the regular hourly rate of pay in accordance with the provisions of the Fair Labor Standards Act for all authorized hours of work in excess of forty (40) hours in a workweek.

26.2. Compensatory Time

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

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

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

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

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

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

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

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

**ARTICLE 29
SHIFT DIFFERENTIAL**

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

29.2. A shift differential premium of thirty-five (35) cents per hour shall be paid for all hours worked by an employee when a majority of his/her regularly scheduled shift hours occur during the second shift. Effective January 1, 2010, the shift differential for the second shift shall be increased to fifty (50) cents per hour.

A shift differential premium of fifty (50) cents per hour shall be paid for all hours worked by an employee when a majority of his/her regularly scheduled shift hours occur during the third shift. Effective January 1, 2010, the shift differential for the third shift shall be increased to seventy-five (75) cents per hour.

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

**ARTICLE 30
PAYROLL**

Employees shall be paid on a biweekly basis.

**ARTICLE 31
HOLIDAYS**

31.1. Designation

Employees will receive the following holidays:

New Year's Day	Columbus Day
Dr. Martin Luther King, Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

The County will grant employees one-half (1/2) day off before Christmas. For employees with a seven and one-half (7 ½) hour day, the one-half day holiday is four (4) hours off. When it is impossible to allow one-half (1/2) day off before Christmas, a compensatory one-half (1/2) day will be given within six (6) weeks.

31.2. Holiday Observance

Holidays which fall on Saturday will be observed the day before on Friday and holidays which fall on Sunday will be observed the day after on Monday.

FOR NEWLY HIRED FULL-TIME EMPLOYEES Full-time employees hired between January 1 - June 30 inclusive shall receive 15 hours (16 hours for Public Safety Communicators and LPN's) of personal leave at the time of hire. Full-time employees hired between July 1 - September 30 inclusive shall receive 7.5 hours (8 hours for Public Safety Communicators and LPN's) of personal leave at the time of hire. Full-time employees hired between October 1 - December 31 inclusive shall receive no personal leave at the time of hire.

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

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

32.5. Personal leave is to be used for personal business including religious observance. Except in urgent emergencies, employees must request personal leave in writing at least twenty-four (24) hours in advance from the Department Head or his/her authorized designee. Personal leave shall not be unduly denied; however, the Department Head shall have the right to limit the number of employees on personal leave according to work requirements.

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

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

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

ARTICLE 33 SICK LEAVE

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

Full-time employees hired on or after May 20, 2003 who have 90 hours (96 hours for Public Safety Communicators and LPN's) of sick leave or more accrued on the day of the month that sick leave is awarded shall accrue 7.5 hours (8 hours for Public Safety Communicators and LPN's) of sick leave for their prior month of service. Said employees who have fewer than 90 hours (96 hours for Public Safety Communicators and LPN's) of sick leave accrued on the day of the month that sick leave is awarded shall accrue four (4) hours of sick leave for their prior month of service. When said full-time employee reaches (5) years of service, they shall accrue 7.5 hours (8 hours for Public Safety Communicators and LPN's) of sick leave per month of service.

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

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

33.9. Between November 1 and December 1 of each year of the Agreement, those full-time employees with over 1012.5 hours (1080 hours for Public Safety Communicators and LPN's) of accrued sick leave may submit a request, on a form prescribed and distributed by the Personnel Officer, to the Department Head for "Buy Back" of accrued sick leave up to a maximum of 225 (240 hours for Public Safety Communicators and LPN's) sick leave hours per year. Such "Buy Back" will be at fifty percent (50%) of the employee's regular salary or hourly wage and issued in a regular payroll check no later than December 20th of each year of the Agreement and the employee's sick leave accruals will be adjusted accordingly.

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

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

The penalties for violating the above shall be as follows:

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

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

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

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

35.3. All requests for vacation leave must be approved by the Department Head or his/her designee. For vacation leave requests for 22.5 (24 hours for Public Safety Communicators and LPN's) consecutive work hours or more, the employee must file a written request for vacation leave with the Department Head or his/her designee at least ten (10) days in advance of the requested leave. For vacation leave requests of less than 22.5 (24 hours for Public Safety Communicators and LPN's) consecutive hours, the employee must file a written request for vacation leave with the Department Head or his/her designee at least forty-eight (48) hours in advance of the requested leave. Exceptions may be granted by the Department Head or designee upon written request for leave time. The Department Head/designee shall respond in writing within five (5) working days.

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

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

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

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

35.6. It is expected that all employees qualifying for vacations shall take their vacation time off. However, upon request by the employee and subject to approval by the Department Head, unused vacation leave may be carried over from anniversary year to anniversary year, but in no instances will accumulation of vacation leave in excess of 300 hours (320 hours for Public Safety Communicators and LPN's) be permitted.

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

35.8. In the case of an emergency, as determined by the Department Head, the Department Head may cancel and reschedule any or all approved vacations in advance of their

The employee must notify his/her Department Head of jury selection or receipt of subpoena or court order no later than his/her first scheduled shift following receipt of the notice.

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

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

ARTICLE 39 HEALTH INSURANCE/DISABILITY BENEFITS

39.1. Traditional Health Plan

39.1.1. **FOR FULL-TIME EMPLOYEES HIRED PRIOR TO JANUARY 1, 1985** The County shall contribute ninety percent (90%) of the premium cost for individual medical coverage and individual dental coverage. The County shall contribute sixty percent (60%) of the premium cost for dependent medical coverage. The County shall contribute fifty percent (50%) of the premium cost for dependent dental coverage.

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

39.2. Health Maintenance Organization

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

39.3. Cost Control Measures

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

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

**ARTICLE 40
RETIREMENT**

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

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

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

**ARTICLE 41
LEAVE FOR COMPENSABLE
INJURY OR OCCUPATIONAL ILLNESS**

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

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

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

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

Option (ii) – The employee collects sick pay from the County for the period of unused sick leave. The employee may then convert personal leave to sick leave upon the exhaustion of sick leave accruals. This must be done in writing to the Department Head/designee. Then, if necessary, the employee will transfer to Workers' Compensation benefits for the duration of the employee's inability to work. The department will file with the Workers' Compensation Board for reimbursement to the extent of the employee's Workers' Compensation award for

43.2. Vacation Payments

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

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

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

43.3. Sick Leave Payments

43.3.1. An employee who has completed at least ten (10) years of continuous service and who retires directly into or under the New York State & Local Retirement System and who is eligible to receive a pension therefrom shall receive compensation for all earned but unused sick leave up to a maximum payment of sixty (60) days. The required minimum period of service set forth above shall be waived in the event the employee is granted and receives a New York State Employees' Retirement accidental disability retirement.

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

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

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

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

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

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

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

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

45.1. Wages

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

45.2. Sick Leave

Part-time employees covered by this Agreement shall earn sick leave credits at the rate of two (2) hours per month of service. Part-time employees shall accumulate unused sick leave credits up to a maximum of forty (40) days. All other provisions of Article 34 - Sick Leave shall apply to part-time employees covered by this Agreement unless specifically limited to full-time employees.

45.5.2. Health Maintenance Organization

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

45.5.3. Cost Control Measures

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

45.6. Personal Leave

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

45.7. Longevity Premium

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

45.8. Bereavement Leave

Part-time employees shall be eligible for two (2) workdays of paid bereavement leave in the event of a death in the employee's immediate family as defined in Article 36.

45.9. Disability Benefits

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

45.10. Cancer Screening Leave

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

**ARTICLE 46
UNPAID LEAVE OF ABSENCE**

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

the employee with a copy to the CSEA Unit President and County Personnel Officer. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice.

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

47.3. If the employee disagrees with the disciplinary action imposed, the employee and/or the CSEA may submit a grievance at the Stage 2 level of the Grievance Procedure, as specified in Article 48.4. of this Agreement. Failure to submit a grievance within ten (10) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the CSEA and the matter will be settled in its entirety. Subject to a mutual written agreement between the CSEA and the County Personnel Officer, the time limit herein-above specified may be extended.

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

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

ARTICLE 48 GRIEVANCE PROCEDURE

48.1. Definition

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

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

Supervisor shall mean an employee who directs the work of the employee(s) effected by the alleged grievance who is a managerial/confidential employee.

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

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

Stage 4

A. If a settlement is not reached at Stage 3, the CSEA, and only the CSEA, may, within ten (10) working days after the reply of the Personnel Officer is given or is due, by written notice, request arbitration. Such notice of arbitration must be given to the County Personnel Officer. The Employer and the CSEA will select the Arbitrator from the following rotating list of Arbitrators: Sheila Cole, Ronald Kowalski, Judith LaManna, Michael Lewandowski, Peter Prosper, and Robert Rabin. The parties will begin with the first Arbitrator named above and request a hearing no later than six months from the request for arbitration. If the Arbitrator declines, the parties will contact the next Arbitrator on the list, and so on, until one is found for the hearing. Once an Arbitrator accepts or declines, their turn is deemed exhausted for the rotation and the parties will begin with the next Arbitrator on the list for the next hearing. The parties may mutually agree to waive the use of the rotating panel and mutually select an Arbitrator from this list or other Arbitrator to hold a hearing on the particular matter. The timeframes for submitting briefs, receiving the response of the Arbitrator, and similar administrative matters shall be mutually agreed to by the parties. If no mutual agreement can be reached then those timeframes established by the American Arbitration Association shall apply. If arbitration is not requested, as set forth in this Step, it shall be deemed waived and the grievance resolved on the basis of the response of the Personnel Officer.

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

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

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

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

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

ARTICLE 49 TARDINESS

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

**ARTICLE 52
SICK LEAVE BANK**

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

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

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

52.4. To remain a member of the SLB an employee must donate one (1) sick leave day during the month of February of each year except as noted in 52.5.

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

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

- (a) the employee has completed at least one (1) year of continuous service and has fully contributed to the bank pursuant to 52.4. and 52.5. above;
- (b) the employee is unable to perform the duties of his/her regular job due to non-work related illness or injury;
- (c) the employee will exhaust all other forms of his/her paid leave accruals which shall include sick leave, compensatory time, personal leave and vacation within fifteen (15) calendar days of submitting the application;
- (d) the employee will serve a thirty (30) consecutive calendar day waiting period from the date that they most recently were excused from work for said injury/illness. The waiting period can be satisfied by any combination of paid and unpaid time off;
- (e) the application shall be made on a standard form prescribed and distributed by the Personnel Officer. The application shall include written verification of the employee's medical condition by a physician selected and paid for by the employee. An application may be submitted fifteen (15) calendar days in advance of the waiting period pursuant to (d) above.

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

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

ARTICLE 53 DRESS CODE

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

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

ARTICLE 54 TOBACCO POLICY

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

ARTICLE 55 ALCOHOL/CONTROLLED SUBSTANCE TESTING

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

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

**ARTICLE 56
RETROACTIVITY**

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

**ARTICLE 57
PAYROLL LAG**

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

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

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

**ARTICLE 58
SAVINGS CLAUSE**

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

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

**APPENDIX A
EXCLUSIONS**

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

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

APPENDIX B
2011 - 2014
GRADE CLASSIFICATION

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

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

JANUARY 1, 2012
APPENDIX C-2

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

JANUARY 1, 2014
APPENDIX C-4

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

SECTION 3. PROCESS:

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

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

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

- (a) The employee shall personally deliver to the Madison County Attorney, within five (5) calendar days of the employee's first receipt thereof, a true, complete and legible copy of any appearance ticket, citation, summons, information, indictment, accusatory instrument and/or other criminal legal process of any nature whatsoever as received by said employee and for which proceedings said employee may or will seek reimbursement of defense costs; and
- (b) The employee shall advise the Madison County Attorney, in writing by certified mail-return receipt requested, of the name, mailing address and telephone number of the attorney retained by such employee in defense of any criminal proceeding for which said employee may or will seek reimbursement of the cost of defense. That information shall be supplied, in writing, by the employee to the Madison County Attorney within (5) calendar days of the employee's first retainer of such attorney. At that same time, the employee shall further provide the Madison County Attorney with a true copy of the retainer/legal representation agreement entered into between such employee and defense attorney and as details the agreed-upon and full terms for the compensation of such attorney/defense counsel. A written retainer/legal representation agreement is a prerequisite for an employee's request for reimbursement. The receipt of such retainer/legal representation agreement by the County Attorney notwithstanding, the County of Madison shall be under no duty to accept same for reimbursement pursuant to the terms thereof or to give notice as to the acceptability or unacceptability of same. The


APPENDIX E

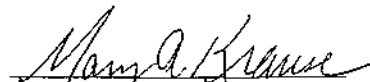
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MADISON
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
(WHITE COLLAR UNIT)

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

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


FOR THE COUNTY:


Chairman, Board of Supervisors


Personnel Officer

Date:

FOR CSEA:


Unit President


Labor Relations Specialist

APPENDIX F

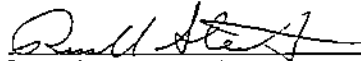
The signatures below indicate agreement with the pilot project as described above.



Marc Heatley, CSEA LRS

7/14/11

Date



Russell Stewart, Unit President

07-14-11

Date