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Union: **Albany County Department of Mental Health Unit, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

by and between

ALBANY COUNTY

and the

**CSEA, Local 1000 AFSCME,
AFL-CIO**



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APR 26 2004 Albany Co. Dept. of Mental Health Unit

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Albany County Local 801

January 1, 2002 - December 31, 2005

103

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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 MENTAL
HEALTH UNIT OF ALBANY COUNTY LOCAL #801.***

ARTICLE I RECOGNITION

SECTION 1. The Employer agrees that the CSEA shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievance.

SECTION 2. The CSEA affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE II 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 Mental Health Department 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 III DUES DEDUCTIONS

SECTION 1. 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 employees who have signed the authorized payroll deductions. All deductions shall be identified by the employee's name and social security number.

- SECTION 2. Other Deductions:** Deductions duly authorized for the purchase of savings bonds shall authorize delivery of bonds purchased directly to the employee at the address designated.
- SECTION 3. Credit Union Deductions:** The Employer shall deduct the individually specified amounts from the wages of its employees and remit them to the State Employees Federal Credit Union upon receipt of appropriately signed payroll deduction authorizations.
- SECTION 4.** Effective the signing of the Agreement all bargaining unit employees shall be eligible to participate in the Albany County Deferred Compensation Plan, in accordance with the terms and conditions of said plan.
- SECTION 5. Agency Shop:** The Employer agrees to comply with the New York State Civil Service Law, as amended, in regard to agency shop deductions.
- SECTION 6.** CSEA will indemnify and save the County of Albany harmless against any and all claims, demands, suits or other forms of liability that may arise, or by reason of, action taken or not taken by the Employer in reliance upon agency fee deductions or dues deduction authorization cards furnished by an employee and/or Association.
- SECTION 7.** All Bargaining Unit members shall be eligible to participate in the county wide leave donation plan established by the Albany County Legislature and administered by the Albany County Department of Human Resources as may be amended. Employees who apply for leave donation are prohibited from requesting or receiving sick leave at half (1/2) pay.
- SECTION 8.** 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 9.** Payroll errors. It is the responsibility of the employee to notify the supervisor of an error in the employee's pay as soon as possible. Verified errors of underpayment will be corrected as soon as possible. In the event of an 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 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 negotiating 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 representatives 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 MANAGEMENT RIGHTS

SECTION 1. The Union recognizes the Employer responsibility and sole prerogative to manage its business and except as expressly limited by this Agreement to direct, hire, assign, transfer, promoted, lay off and, for just cause, discipline or discharge its employees.

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

SECTION 3. The Department maintains the right to determine the size of the work force, allocate and assign work.

SECTION 4. The Department retains the right to institute new or improved operating methods or facilities. Any reduction of the work force brought about by the institution of such operating methods or facilities will be made through attrition if possible. If attrition is not possible, lateral transfer will be attempted with any necessary retraining.

ARTICLE VI RIGHTS OF EMPLOYEES

SECTION 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.

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

SECTION 3. An employee may bring matters of personal concern to the attention of the appropriate Employer's representative and officials in accordance with applicable laws and rules, and may choose his/her own representative or appear alone in a grievance or appeal proceedings with the exception that CSEA may be permitted entrance to such proceedings.

SECTION 4. Employee's Bill of Rights: To insure the individual rights of employees in the Unit are not violated, the following shall represent the employees' Bill of Rights and shall be posted prominently within each work site:

- A. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- B. An employee shall be entitled to Union representation at each stage of a disciplinary proceeding instituted pursuant to Article XX of this Agreement.
- C. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding under Article XX without first having an opportunity to have a Union representative present.
- D. In all disciplinary hearing proceedings under Article XX, the burden of proof shall rest with the Employer.

ARTICLE VII SALARY

SECTION 1. Salary Increases

- A. Effective and retroactive to January 1, 2002 increase salary schedule (Appendix "A") and salaries of bargaining unit members by three percent (3%).
- B. Effective January 1, 2003, increase Appendix "A" and salaries of bargaining unit personnel shall be increased by four percent (4%).
- C. Effective January 1, 2004, increase Appendix "A" and salaries of bargaining unit personnel shall be increased by four percent (4%).
- D. Effective January 1, 2005, increase Appendix "A" and salaries of

bargaining unit personnel shall be increased by four percent (4%).

A differential in starting salary between a thirty-five and forty hour employee in the same job title will reflect a comparable annual wage, based on hours worked. For the period of this contract, no forty hour employee shall receive a salary less than the thirty-five hour salary for the same title, plus 7.5%.

This article shall only apply to those employees on the payroll on or after the signing of this agreement and/or any employees who have separated from service due to retirement or disability. (Total Contract.)

SECTION 2. Salary Steps: Effective January 1, 1999, all employees to receive salary steps included in their base as follows:

YEARS OF CONTINUOUS SERVICE	AMOUNT PER YEAR	TOTAL
1	\$400	\$400
2	\$400	\$800
3	\$400	\$1,200

This will be added to the employee's base salary. Step payments shall be made on the last pay day of the month of the employee's anniversary date, step amounts are added based on the employees years in title and do not carry from one title to another. Note: those employees who have moved in title over the last contract term (January 1, 1998 – December 31, 2001) shall receive any step adjustment previously unpaid. There are no pro-rating step payments.

SECTION 3. Longevity: Full-time employees will be eligible for a longevity payment according to the following schedule:

YEARS OF CONTINUOUS SERVICE	AMOUNT PER YEAR
4	\$400
5 - 9	\$500
10 - 15	\$650
16 - 19	\$750
20+	\$850

Payment will be made on the last pay period of the month of the employee's anniversary date. There is no prorating longevity.

Those employees already receiving a higher longevity payment as of Dec. 31, 1997, shall continue to receive that amount as long as they remain members of this bargaining unit.

SECTION 4. Mobile Crisis Team Shift Differential

- A. Employees working on the 2nd shift shall receive an additional \$12.50/week, however, employees will not receive shift differential when out for five (5) or more consecutive vacation days.

- B. Employees working on the 3rd shift shall receive an additional \$96.15 per week; however this amount shall not exceed \$5,000/year, however, employees will not receive shift differential when out for five (5) or more consecutive vacation days.

- C. Supervisor's Differential
 - 1. Shift Leaders on the 1st and 2nd shift shall receive \$40.00/week.
 - 2. Shift Leader Designee on the 2nd shift shall receive \$20.00/week.
 - 3. Employees assigned to act in the absence of or as the designee for the ICM (Intensive Case Management Program) Coordinator shall receive forty (\$40.00) dollars weekly shift differential leaders pay.

ARTICLE VIII	ABSENCE WITH PAY
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SECTION 1. Holidays

1	New Year's Day	7	Columbus Day
2	Martin Luther King Day	8	Election Day
3	President's Day	9	Veteran's Day
4	Memorial Day	10	Thanksgiving Day
5	Independence Day	11	Christmas Day
6	Labor Day		

The foregoing shall be observed as holidays except when any such day falls on Saturday or Sunday, in which case the closest work day shall be observed as the holiday. MCT employees who work on a holiday shall receive time and one half (1 ½) for all hours worked on a holiday plus another day off in the calendar year.

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.

SECTION 2.1. Sick Leave

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

- B. Employees shall earn sick leave credits at the rate of one-quarter day per weekly pay period and may accumulate such credits up to a total of 165 days; provided, however, that an employee shall not earn sick leave credit for any weekly pay period unless he/she is in full pay status for at least two work days during such weekly pay period. A part-time employee who is required to work a fixed number of hours shall also earn sick leave credit as provided herein, but his/her total pay when absent on such leave shall be the amount which would have been due him/her had he/she been working regularly at his/her usual hours for such period.

- C. An employee absent on sick leave shall notify his/her supervisor of such absence and the reason therefore on the first day of such absence within two hours after the beginning of his/her work day; provided, however, that where the work is such that a substitute may be required, the appointing authority may require earlier notification, but not more than two hours prior to the beginning of the employee's work day. Sick leave credits must be used in such units as the appointing authority may approve but shall not be used in units of less than one (1) hour unless utilization is contiguous with the beginning or end of the employee's work day or lunch hour, in which event a unit of not less than one-quarter ($\frac{1}{4}$) hour may be used.

- D. Absence for personal illness may be charged against accumulated sick leave credits. On the third consecutive day 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 there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. Abuse of sick leave privileges shall be cause for disciplinary action.

- E. The appointing authority may require an employee who has been absent because of personal illness, prior to his/her return and as a condition of the department or agency to establish by a physician designated by the appointing authority that he/she is not disabled from the performance of his/her normal duties and that his/her return to duty will not jeopardize the health of other employees.

- F. 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 family, provided however, that charge for such absence shall not exceed a maximum of fourteen days in any one year; personal visits to doctor or dentist; and absence for maternity. Proof of the need for such absence, satisfactory to the appointing authority, may be required.
- G. When an employee is transferred, his/her accumulated sick credits shall be transferred with him/her. When an employee is separated from service for other than disciplinary reasons and is subsequently reinstated or re-employed within one year after such separation, or is reinstated by action of the Civil Service Commission, or is reinstated or re-employed while eligible for reinstatement from a preferred list, his/her sick leave credits accumulated and unused at the time of his/her separation will be restored.

SECTION 2.2. 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, personal 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 days.
- 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 salary or wage due the employee.

SECTION 2.3. Sick Leave at Half-Pay

- A. The Commissioner of Human Resources or his 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 service after all sick leave, personal leave, vacation and overtime credits have been used; provided however, that the cumulative total of all sick leave at half-pay hereafter granted to any employee during his/her service shall not exceed two (2) pay periods for each completed six (6) months of his/her County service and that the Commissioner of Human Resources may, at his/her discretion, request a medical certification from the employee making such request for sick leave at half-pay.

- B. In addition to (A), the Commissioner of Human Resources, at his/her discretion, may extend to an employee who has exhausted his/her sick leave at half-pay and other leave credits, six (6) weeks of additional sick leave at half-pay, and that the Commissioner of Human Resources may, at his/her discretion, request a medical certification from the employee who is requesting the additional sick leave.
- C. An employee who is granted sick leave at half-pay will not be eligible to accrue leave credits of any kind while in sick leave at half pay status.
- D. Employees requesting sick leave at half (1/2) pay are prohibited from receiving leave donation (Article III Section 7), one or the other not both.

SECTION 2.4 Family Medical Leave Act (FMLA) Employees in the bargaining unit may be eligible for up to 12 weeks of extended leave without pay and continuation of health benefits. The bargaining unit members shall follow the policy and procedures for FMLA leave as determined by the County Legislature and administered by the Department of Human Resources.

The current practice requires that FMLA leave to run concurrently with other leaves including, but not limited to, workers compensation leave, maternity/parenting, etc.

SECTION 3. Personal Leave

- A. Personal leave is leave with pay for personal business including religious observance, without charge against accumulated vacation or overtime credits. Employees shall be entitled to personal leave not exceeding a total of five days in a year to be credited as follows:
 - 1. An employee in County Service, effective January 1, shall be credited with five days personal leave, and thereafter, except as herein otherwise provided, shall be credited with five days personal leave each year on January 1.
 - 2. Any person who was separated or granted a 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, and any employee who enters County service after the effective date of these rules, shall be credited with five days personal leave on the date of such re-employment, reinstatement or entry, as the case may be, and thereafter, except as herein otherwise provided, shall be credited with five days personal leave each year on January 1.

3. If an employee is separated from County service, or granted a leave of absence without pay from County service, subsequent to the effective date of these rules, and thereafter is reinstated or re-employed within one year following the last date upon which personal leave was credited to him/her pursuant to this section, the unused personal leave standing to his/her credit at the time of separation or leave of absence shall be restored to him/her.
 4. 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 year following the last date upon which personal leave was credited to him/her pursuant to this part, such reinstatement or re-employment shall be deemed to be a new entry into County service for the purposes of crediting personal leave under this Section.
 5. If an employee is appointed, promoted or transferred to another department or agency, the unused personal leave standing to his/her credit at the time of such appointment, promotion or transfer shall be transferred with him/her.
- B. Personal leave shall not be cumulative and any personal leave credit remaining unused by an employee on the date immediately preceding January 1 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.
- C. 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. Personal leave credits shall be used in such units as the appointing authority may approve but shall not be used in units of less than one (1) hour unless utilization is contiguous with the beginning or end of the employee's work day or lunch hour, in which event a unit of not less than one-quarter ($\frac{1}{4}$) hour may be used. An employee who announces his/her intention to resign shall not be allowed to use personal leave credits during the two (2) week period immediately preceding the effective date of resignation or the last day of work, whichever comes first. However, upon request and at the discretion of the Department Head the requirements of this paragraph may be waived.

- D. Any new employee hired after the first of January shall be credited 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

SECTION 4. Leave for Extraordinary Weather Conditions

- A. The County Executive or his/her designee may, in its discretion, grant employees time off with pay on account of excessive 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. During times of inclement weather or other extraordinary circumstances, the appointing authority may excuse tardiness due to such conditions as well as direct employees to leave work early with no charge to leave credits.

SECTION 5. 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 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.

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 employees 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 or 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 placed 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.

SECTION 6. Vacations

- A. Upon completion of six (6) months of employment, the employee shall be credited with five (5) days vacation. Thereafter, vacation credits will be earned and accrued proportionately with each payroll period. With prior approval, accrued leave will be available for use as earned. Time will be available for use as it is earned. Vacation credit shall be earned as follows:

COMPLETED TIME IN SERVICE	VACATION CREDITS
1 year	10 days
2 years	15 days
7 years	17 days
10 years	20 days
20 years	25 days

- B. Effective January 1, 2002 Vacation credits may be accumulated up to a maximum of sixty-five (65) days. No more than the maximum accruals maybe carried from one year to the next, however an employee can accumulate more than the maximum accruals during the calendar year.
- C. Vacation credit usage in excess of five (5) consecutive working days should be requested no later than two (2) weeks prior to the first date of absence in writing. Management must provide notification of determination within three (3) working days from date that request is

received. Failure to do so will be deemed as vacation request approval. 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 one (1) hour unless utilization is contiguous with the beginning or end of the employee's work day or lunch hour, in which event a unit of not less than one-quarter ($\frac{1}{4}$) hour may be used.

- D. Upon separation, retirement, or death, said accumulations will be prorated for months completed and liquidated in cash.
- E. **Absence with Pay:** An employee, with two weeks advanced notice to the Director, shall receive advance vacation pay if the employee has at that time sufficient annual leave.

SECTION 7

- A. **Leave for Subpoenaed Appearance and Jury Attendance:** On proof of the necessity of jury service or appearance as a witness pursuant to a 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.
- B. **Leave for Civil Service Examinations:** Employees shall be allowed to leave with pay and without charge to leave credits to take New York State Civil Service examinations at the appropriate center, provided that due notice is given by the employee to the appointing authority.
- C. **Leave for Quarantine:** If an employee who is not ill him/herself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she shall be granted leave against accumulated sick leave, personal leave, vacation or overtime credits. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his/her return to duty will not jeopardize the health of the other employees.
- D. **Leaves Required by Law:** The appointing authority shall grant any leave of absence with pay and without charge to leave credits required by law.
- E. **Leave for Civil Defense Duties:** Upon certification by the State Director of Civil Defense of the necessity for the participation 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 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 participating in such drills, but not exceeding cumulatively five (5) work days per calendar year.

F. **Leave for Bereavement:**

1. Employees shall be allowed three (3) days bereavement leave per death for those defined as the immediate family. Immediate family shall be defined as an employee's spouse, mother, father, child, brother, sister or surrogate parent. The employee will be allowed one (1) day bereavement leave per death for grandparents, grandchildren, mother-in-law and father-in-law, sisters-in-law and brothers-in-law. Bereavement leave shall not be accumulative nor liquidated by cash for unused bereavement leave at the time of separation, retirement or death.
2. 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;
 2. The employee assumes the responsibility of updating such designation as changes occur; and
 3. The County agrees to keep such information confidential.
 4. An employee will be required to state in writing the name of the person who is deceased and his/her relationship to that person when applying for bereavement leave to his/her immediate supervisor for inclusion in the employee's personnel file.
3. In the event an employee's own client dies, leave may be taken with permission of the Department.

G. **Leave for County Interviews:** Upon advance notification, up to two (2) hours with pay will be allowed for employees per interview for another Albany County position.

- H. **Leave for Education and Training:** Recognizing the need for education and training of employees in order that they be certified, recertified or provided with continuing education in the field of mental health, the County, upon an employee's request and the Department's prior approval, shall grant leave without charge to an employee's leave accruals. The Department may require confirmation of attendance at the conference.

SECTION 8 Accumulation of Time

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 work hours in any week. Approved leave is considered to be on the payroll for the purpose of accumulation accruals.

ARTICLE IX LEAVE WITHOUT PAY
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SECTION 1. Maternity Leave: The County agrees to adopt the following procedures and policies, which include, but are not limited to:

1. A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able.
2. A pregnant employee may be encouraged to report the existence of pregnancy, but not required by her agency to do so.
3. A pregnant employee, upon request and upon filing of appropriate medical evidence that such employee is unable to perform the duties of her position due to pregnancy, shall be granted sick leave for the period of her disability, and shall be eligible for sick leave at half-pay, extended sick leave and maintain health insurance benefits in accordance with the existing Civil Service Rules and the Family and Medical Leave Act Policy adopted by the County. In order to be eligible for Sick Leave at half-pay for a medically confirmed disability as a result of pregnancy, the employee must use all her accumulated leave credits. All sick leave at half-pay hereafter granted to any employee during their service shall not exceed two (2) pay periods for each completed six (6) months of their County service.
4. The employee may continue to use any or all leave she has accumulated while on maternity leave, including any vacation time earned during the year in which the leave is taken (prorated vacation).

5. The employee will be granted a leave of absence from three (3) months to two (2) years.

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, for a period not exceeding two (2) years. Such leave may be extended beyond two (2) years, for periods aggregating not in excess of an additional two (2) years, only with the approval of the Commissioner of Human Resources. In an exceptional case, a further extension may be permitted by the Commissioner of Human Resources for good cause shown where the interests of the government would be served. For the purpose of this Part, 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. Successive Leaves of Absence: When a leave of absence without pay has been granted for a period which aggregates two (2) years, or more, if extended pursuant to Section 2 of this Part, a further leave of absence without pay shall not be granted unless the employee returns to his/her position and serves continuously therein for six (6) months immediately preceding the subsequent leave of absence.

SECTION 4. An employee shall not gain credit for salary step, vacation time, sick leave, or personal time while on leave without pay.

SECTION 5. At the discretion of the Commissioner of Human Resources, employees may be granted leave without pay for up to six (6) months to two (2) years, due to serious and/or critical illness in the employee's immediate family (spouse, mother, father, child, sister, brother or surrogate parent). To be eligible, employees must have exhausted all leave credits, and must provide documentation from a physician regarding the illness. Employees will also be responsible for reimbursing the County for the cost of his/her health/dental insurance consistent with the Family and Medical Leave Act.

SECTION 6. All leaves of absences without pay which are granted by the Commissioner of Human Resources shall be in writing, and a copy shall be given to the Unit President. The County will endeavor to provide employees with its determination within two (2) weeks of receiving the request from the employee. All determinations regarding leave without pay shall be subject to final approval by the Commissioner of Human Resources.

ARTICLE X DRAWING OF EARNED CREDITS UPON SEPARATION OR ENTRY INTO THE 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 overtime credits not in excess of two hundred and forty (240) hours accrued and unused as of the effective date of separation, and further, except where provision is made for the transfer of leave credits, he/she shall be compensated in cash for vacation credits not in excess of fifty (50) 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 incompetence or 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 cash for vacation and overtime credits not in excess of fifty (50) days in 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 XI ATTENDANCE

SECTION 1. Record of Attendance: Daily time records showing actual hours worked by each employee shall be maintained; provided, however, that the appointing authority may exempt from this requirement such executives, officers and employees who do not earn overtime as it may designate. Employees exempt from maintaining daily time records showing actual hours worked shall maintain a daily record of

absence and time and leave credits earned and used in accordance with these rules.

SECTION 2. Tardiness: The appointing authority shall establish, and publish rules and schedules establishing penalties for tardiness. Penalties shall not preclude disciplinary action in cases of excessive tardiness. In the event of public transportation difficulties, strikes, severe storms or floods, or similar uncontrollable conditions affecting a group of employees, tardiness may be excused by the appointing authority.

The parties agree that effective March 27, 2000, any employee who is eight (8) or more minutes tardy per one quarter (1/4) hour after their scheduled reporting time, or who leaves work eight (8) or more minutes prior to the completion of the work day (which includes one half (1/2) hour unpaid lunch period) will be charged one-quarter (1/4) hour of accumulated leave or docked the equivalent in pay, per quarter.

ARTICLE XII OVERTIME

Understanding the nature of the work performed by the members of the bargaining unit, the following shall constitute the overtime policy for the Department:

SECTION 1. It is the policy of the County that bargaining unit employees will not work or be permitted to work more hours than the employee's regularly scheduled work week.

SECTION 2. If a bargaining unit employee works more than his/her regularly scheduled workday, the employee will take the same amount of time off within two (2) pay periods. However those employees wishing to maintain compensatory time may accumulate up to a maximum of one week comp time, which may be carried from one year to the next. (One week equals 35 hours or 40 hours based on the individual employee work schedule).

SECTION 3. If an employee's manager prohibits the employee from taking such time off prior to the end of two (2) pay periods or for weekend coverage for the Mobile Crisis and Mental Health Tier, the employee will be compensated at straight time up to forty (40) hours in a pay period and at one and one-half (1½) for hours worked beyond forty (40) hour in a pay period.

SECTION 4. Departmental employees who are authorized to work scheduled overtime on weekends on the Mental Health tier at the Albany County Jail will receive compensation at the rate of one and one-half (1 ½) times the employee's hourly rate for time worked up to a maximum of four (4) hours per weekend.

<h2>ARTICLE XIII HEALTH INSURANCE</h2>

SECTION 1. Eligibility

1. The Employer shall provide hospitalization and major-medical insurance for each employee and the employee's eligible dependent(s).
2. A new employee shall be eligible for hospitalization and major-medical insurance on the first of the month after completing one month of continuous service. (For example, if an employee goes on the payroll on July 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 Plans

1. **Indemnity Plan:** The Employer will offer an indemnity plan whereby the hospitalization and major-medical insurance benefits currently provided under the County Blue Cross/Blue Shield or G.H.I. plans shall be maintained. The Employer may change carriers and/or provide alternative plans during this period provided such alternative plans are comparable to the plan currently provided.
2. On or after January 1, 1995, the Employer has the ability to replace the current indemnity plans with the Empire Plan (including the medical and psychiatric enhancements).
3. Effective January 1, 1994, the Blue Cross/Blue Shield out-of-pocket deductible shall be \$240/\$720, and the out-of-pocket maximum shall be \$1,500/\$4,500, for individuals and families, respectively. There shall be no indexing for the years 1994 and 1995; however, indexing will resume thereafter.
4. The G.H.I. office visit copay (PPO Option) shall be fifteen dollars (\$15) per visit.
5. The Prescription Drug Plan shall provide for a fully managed plan through a select network with a mandatory generic substitution. The copayments shall be as follows:

Mail Order	\$0.00
Generic	\$10.00

6. **Health Maintenance Organizations:** The Employer will offer HMO plans whereby an employee may choose hospitalization and major-medical insurance benefits with a fifteen dollar (\$15) co-payment as provided under the plan chosen.
7. An employee may choose any of these options at the time of hire or once each year during the month of October (effective the following January).
8. The Employer may change carriers and/or provide alternative plans provided such alternative plans are comparable to the plan currently provided.
9. If the Employer chooses the Empire Plan as the County's indemnity plan, the Employer will offer either a freestanding prescription drug plan or a prescription drug plan via the HMO plans comparable to the existing plan or the plan offered by the Empire Plan.

SECTION 3. Premium Payments

1. For a full-time employee on the payroll as of December 31, 1988, the Employer will pay one hundred percent (100%) of the indemnity plan premium (Blue Cross/Blue Shield or G.H.I.) for individual and/or dependent coverage. However, an employee who chooses an HMO plan must contribute seventy-five percent (75%) of the difference in cost between the HMO and the most expensive indemnity plan (Blue Cross/Blue Shield or G.H.I.) if the HMO plan chosen is more expensive than the indemnity plan.
2. For a full-time employee hired on or after January 1, 1989, the Employer will pay ninety percent (90%) of the indemnity plan premium (Blue Cross/Blue Shield or G.H.I.) for individual and/or dependent coverage. For an employee who chooses an HMO plan, the Employer will pay ninety percent (90%) of plan premium, however, such employee also must contribute seventy-five percent (75%) of the difference in cost between the HMO and the most expensive indemnity plan (Blue Cross/Blue Shield or G.H.I.) if the HMO plan chosen is more expensive than the indemnity plan.
3. If the Employer substitutes the Empire Plan for the current indemnity plans, the formula, set forth in paragraphs 1 and 2 above, will not be

operative provided that eligible employees are on the payroll as of December 31, 1994. All other employees eligible for health insurance will be subject to such formula.

4. For part-time employees who work fifty percent (50%) or more but less than full-time, the Employer will pay fifty percent (50%) of the premium. The part-time employee must reimburse the County for the balance of the premium in order to maintain health insurance coverage.
5. 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: Effective January 1, 1994, for those employees whose spouses are also County employees, only one spouse is entitled to family coverage. The other spouse is entitled to individual coverage provided such spouse chooses a different plan than the first spouse. Employees covered under this provision shall be entitled to the buy-out provision of this Article provided the criteria set forth therein is met. The County shall have the right to verify marital status.

SECTION 5. Health Insurance Buy-Out Option

1. Effective July 1, 1993, 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.
2. No employee shall be eligible to receive any payment authorized by the forgoing paragraph unless the employee shall have presented proof to the County that such employee and such employee's eligible dependents are covered by a plan of medical and health insurance benefits for the entire year that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the County.
3. The employee will receive such payment on the third pay period of July or December for the preceding six (6) months providing 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 buyout will be pro-rated at separation.

SECTION 6. Retirement: The County shall continue the New York State Retirement Plan 75-i. Effective on or before April 1, 1997, the County shall provide benefits pursuant to Section 41-j of the Retirement and Social Security Law.

SECTION 7.

- A. The County agrees to continue to provide at no cost to the employees the County Dental Plan.
- B. New employees become eligible for dental insurance the first of the month after they have completed one month continuous service.

ARTICLE XIV MILEAGE ALLOWANCE

SECTION 1. Effective January 1, 1994, the County agrees to provide a mileage allowance equal to the current IRS approved rate for any member of the bargaining unit who 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 Director and/or his/her designee. Request for mileage reimbursement must be submitted within 30 calendar days from the month in which reimbursement is requested. Payment will be made within 45 days of submission.

SECTION 2. The County shall provide for any additional car insurance needed for "Business" coverage. It shall be the employee's responsibility to submit documentation to the Director within three months of receipt of invoice from the employee's personal automobile insurance carrier. The failure to timely submit this documentation shall constitute a waiver of the employee's right to reimbursement for business coverage. Receipts will be processed in a timely manner.

SECTION 3. The County agrees to submit an employee claim for mileage travel reimbursement to the Comptroller's Office within fifteen (15) days after that form has been turned over to the Fiscal Unit provided the claim is received from the employee before the tenth day of the month (following the month for which reimbursement is claimed).

ARTICLE XV LABOR MANAGEMENT MEETINGS
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SECTION 1. Statement of Purpose: To establish a standing committee composed of equal representation by labor and management with the specific mission of resolving job related problems, disputes and misunderstandings arising out of the overall

working environment, addressing the development of remedies for such issues and to help reduce the number and severity of grievances.

SECTION 2. Committee Structure: There shall be regularly scheduled monthly meetings by this committee if requested by either party. The committee shall be composed of no less than two (2) members reflecting equal representation by labor and management. All recommendations shall be communicated to the appointing authority and the Union President. The committee has the right to request the participation of concerned parties.

ARTICLE XVI PERSONAL HISTORY FILES

SECTION 1. Review: An employee shall have the opportunity to review his or her personal history file in the presence of an appropriate official of the Department upon five (5) days notice to the Director or his/her designee.

SECTION 2. Notification: Employees shall be notified of all derogatory material, in reference to employment activities, placed in their personnel folder at the time of placement. The employee must sign off on all such documentation which shall constitute proof of receipt however this shall not necessarily acknowledge agreement with said material.

SECTION 3. Response: Employees may submit a rebuttal or response of reasonable length on any such derogatory material placed in his/her personnel folder.

SECTION 4. Upon an appointment to a position, the employee shall receive written notification as to the specific length of the probation period. Upon completion of the probation period, the employee shall receive written notification as to the completion of same.

ARTICLE XVII PAST PRACTICE

All existing rules, regulations, practices and general working conditions previously granted and allowed by the Employer, in effect on December 31, 1993, unless specifically excluded by this Agreement, shall remain in full force and effect during the life of this Agreement.

ARTICLE XVIII SAVINGS CLAUSE

SECTION 1. If any Article or part thereof 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 XIX 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.

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. The grievance must be submitted, in writing, to the Director 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.
3. Within fifteen (15) calendar days after receiving the grievance, the Director, or the Director's designee, shall meet with the aggrieved employee(s) and the designated representative of the Association. Within

fifteen (15) calendar days after said meeting, the Director or the Director's designee shall issue a written response to the grievance. Said response shall be given to the President of the Unit.

Step Two Appeal

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 receiving the response, refer the grievance to the Commissioner of Human Resources.
5. The Commissioner of Human Resources or the Deputy Commissioner of Human Resources shall hold a hearing within thirty (30) calendar days of receipt of the grievance. A written decision will be given to the Union no later than fifteen (15) working days following said hearing.

Step Three Appeal

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

SECTION 3. Leave for Investigating or Presenting Grievances

1. Employees designated by the union to handle 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 Director or his/her designee.

2. Notwithstanding any of the foregoing, there shall be no undue interference with the operations of the Department.

ARTICLE XX 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 of continuous 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 within ten (10) calendar days from the date of service of the Notice of Discipline. Within fifteen (15) calendar days after receiving the grievance, the Commissioner of Human Resources or the Deputy 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 within five (5) calendar days after service of the Notice of Discipline. The Commissioner of Human Resources or the Deputy 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.

ARTICLE XXI 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 XXII 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 single 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 provide 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 XXIII FLEXTIME

Both parties agree that the flexitime system currently being used department-wide for all employees except those specifically excluded in the policy shall be incorporated herein.

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

ARTICLE XXIV WORK SECURITY

SECTION 1. Out of Title Work: In the event an employee is required to work out of title for more than ten (10) working days per year, he/she shall be paid the higher rate. The ten (10) working days each year are cumulative, and once that has been reached, the higher pay provision will go into effect. Continuous out of title work which bridges two (2) calendar years will be deemed to satisfy the ten (10) day requirement for both years. Out of title work will be used for temporary or emergency purposes.

SECTION 2. An employee may be assigned temporarily to perform the duties of a lower classification, but shall be compensated at his/her regular rate of pay. To ensure that no such position is left open indefinitely, no employee may be required to perform the duties of a lower classification for more than thirty (30) days cumulatively during the course of a year.

SECTION 3. CSEA Unit President, or his/her designee, will be advised of promotions available for positions in the classified service.

SECTION 4. One (1) copy of all Civil Service announcements regarding examinations and/or promotion opportunities will be sent to the CSEA Unit President for distribution.

ARTICLE XXV

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 preceding was "generally exceeds normal requirements of the job" in which case the employee will be deemed to have been rated the latter.

SECTION 4. Conferences

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.

<h2>ARTICLE XXVI LAYOFF</h2>

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.

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

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.

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.

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.

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 XXVIII	MISCELLANEOUS
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SECTION 1. The County shall provide to the Union copies of all job specifications of all current job titles in the bargaining unit and newly created titles and further agrees to provide the Union with any changes occurring in the job specification.

SECTION 2. The County shall provide permanent or provisional status for all employees in the bargaining unit of the local CSEA, which information shall be made available to the President of the CSEA Unit, upon request.

SECTION 3. The County shall post notices of all Civil Service exams pertaining to the Department of Mental Health. The County further agrees to post notices of promotional opportunities in each work site, new and reclassified positions, or other vacancies for ten (10) days prior to the application deadline date. This Section, however, shall not prohibit the Director from temporarily filling a vacancy on a provisional basis. The County may post a pending vacancy before the position is vacant so that no position will be vacant longer than necessary.

SECTION 4. The County shall send a letter to an employee notifying him/her of a change of his/her Civil Service status at the time of the change.

SECTION 5. The County shall notify the Union of all names on Civil Service certified lists to be used to fill a position.

SECTION 6. All intradepartmental and other correspondence from CSEA shall be answered by the County within thirty (30) working days.

SECTION 7. All job-related expenses shall be subject to prior approval for reimbursement by the Director or his/her designee.

SECTION 8. The Union shall have use of all County bulletin boards used in the Department of Mental Health to post notices.

SECTION 9. All personnel currently working in the Albany County Intensive Case Management Program, Support Case management and Enhanced Services Team (ACT Team) who are expected to provide on-call coverage during evening and weekend hours will continue to receive compensatory time in a manner consistent with that of past practice. One eight (8) hour shift is allotted as compensatory time for every four (4) week-night on-call shifts and another eight (8) hour shift is allotted as compensatory time for each weekend on-call shift worked during the course of a standard on-call rotational schedule.

In the case of the members of the Mobile Crisis Team, an eight (8) hour shift will be allotted as compensatory time for each weekend of on-call worked.

SECTION 10. The CSEA Unit President will be notified at least seven (7) days prior to the implementation of changes in work assignments of employees within the Unit, where possible.

SECTION 11. Part-time employees who work one-half ($\frac{1}{2}$) time or more shall receive all leave benefits provided in this contract on a pro-rata basis.

SECTION 12.

A. The County shall provide to the CSEA Unit, a total of ten (10) working days for Union business at no charge to the employee's leave credits in order to attend CSEA workshops, conventions, and conferences. A request for such leave must be made to the Director's Office five (5) days in advance by the Union prior to the date the function is scheduled. This time will be allotted provided Unit operations of the specific employee are not impaired. The Employer will not unreasonably withhold such approval. Exempt from this provision will be CSEA representatives during contract negotiation meetings with Albany County. The Director will notify the CSEA President of his/her decision within forty-eight (48) hours of the request.

B. The County shall provide seventy (70) hours total per year for Union officers to attend to Union business other than workshops, conferences or convention. Such time could be taken in no less than one-half ($\frac{1}{2}$) hour increments and a request for leave slip will be put in no later than three (3) hours in advance to the appointing authority.

SECTION 13. Portable two-way communication devices shall be available for all staff when in the field.

- SECTION 14.** Records of accumulated time, (vacation, sick, personal and compensatory time) shall be maintained under the KRONOS time and attendance system and will be available on a monthly basis.
- SECTION 15.** The Department shall provide, on a monthly basis, notification to the CSEA Unit President of personnel changes within the Department. Such notification of transactions shall include new hires, temporary and provisional appointments, promotions, reassignments, leaves of absence, reinstatements and reclassifications.
- SECTION 16.** The County agrees to print the contract at the County's expense and agrees to distribute the contract to all bargaining unit members within ninety (90) days from the date the contract is signed by all the parties.
- SECTION 17.** The standard work week for all Albany County Department of Mental Health programs shall be 35 hours with one-half (½) hour per day unpaid lunch. Exceptions to this rule shall be the Mobile Crisis Team and the ICM Program and where there is currently a forty (40) hour workweek in effect.
- SECTION 18.** Albany County agrees to continue to provide relevant medical services to employees in this bargaining unit, such as TB and HIV screenings. The County also agrees to continue providing, at no cost to the employees, those appropriate inoculations and vaccinations to protect employees from those illnesses which could reasonably be expected to be contracted during the course of normal employment, given the nature and conditions of the client population. These would include, but not be limited to, flu vaccines and hepatitis serum where available.
- SECTION 19.** Any modifications made to an employee's time sheet after the employee has signed off on said document must first be reviewed by the employee prior to submission for payment. If the employee does not agree with the modification, the employee will be given the opportunity to submit a written rebuttal for concurrent submission.
- SECTION 20.** Effective January 1, 1997 all new employees shall have their pay lagged by one (1) pay period.
- SECTION 21.** As soon as practicable in 1997, the County will implement a Section 125 Flexible Spending Plan which will at least include deductions for health insurance premium contributions and co-payments, child care expenses and other medical expenses.

SECTION 22. The County agrees to make two (2) flak jacket/bullet proof vest available for the Mobile Crisis Unit.

ARTICLE XXIX LEGISLATIVE ACTION

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

The terms of this Agreement shall be effective retroactively from January 1, 2002, through December 31, 2005.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be signed by their respective representatives on.

DATE: 8/16/02

THE COUNTY OF ALBANY

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

By: Michael G. Breslin
Michael G. Breslin
County Executive

By: Jon Premo
Jon Premo
Collective Bargaining Specialist

Laurence E. McCall

Angelique Bywater, LRS
CSEA, INC.
W. Scott Allison

Appendix A

The Collective Bargaining Unit shall be comprised of the titles set forth below:

Account Clerk I, Account Clerk I - part time, Account Clerk II, Administrative Assistant, Assistant Coordinator, Certified Alcoholism and Substance Abuse Children's Services and Adult Team, Consumer Affairs Specialist, Counselor, Clerk I, Clerk Typist I, Clerk Typist II, Clinical Director - Substance Abuse, Data Entry Clerk, Intensive Case Manager, Medical Clerk Typist, Mental Health Assistant, Prevention Specialist, Program Development Coordinator, Psychiatric Nurse, (R.N.), Psychologist (Ph. D.), Psychologist (Licensed), Quality Care Specialist, Staff Psychologist, Staff Social Worker, Staff Social Worker - part time, Supervising Psychiatric Nurse, Supervising Social Worker, Vocational Counselor,.

Appendix B

All titles listed below are excluded from the collective bargaining unit:

Director, Administrative Program Specialist, Deputy Director, Associate Director - Clinical Operations, Associate Director-Quality Assurance, , Mobile Crisis Team Coordinator, Adult Forensic Coordinator, , Alcohol Abuse Coordinator, Coordinator of Case Management, CSS Mental Health Services, Housing Coordinator, Mental Health Computer Specialist, , Associate Director for Administrative Affairs and those employees who work fewer than 17.5 hours per week.

Salary Schedule

<u>Title</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
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Part Time

Account Clerk I - 17.5 hr	\$13,055	\$13,577	\$14,120	\$14,685
Account Clerk I - 20 hr	\$14,128	\$14,693	\$15,281	\$15,892
Clerk I - 17.5 hr	\$7,684	\$7,991	\$8,311	\$8,643
Clerk Typist I -17.5 hr	\$10,870	\$11,305	\$11,757	\$12,227
Clerk Typist I - 20 hr	\$11,833	\$12,306	\$12,799	\$13,311
Staff Social Worker - 17.5 hr	\$15,786	\$16,417	\$17,074	\$17,757

Thirty-Five Hours

Account Clerk I	\$26,111	\$27,155	\$28,241	\$29,371
Account Clerk II	\$29,763	\$30,953	\$32,191	\$33,479
Administrative Assistant	\$31,693	\$32,961	\$34,279	\$35,650
Assistant Coordinator	\$33,552	\$34,894	\$36,290	\$37,741
CASAC	\$31,573	\$32,836	\$34,149	\$35,515
Clerk Typist I	\$21,739	\$22,609	\$23,513	\$24,454
Clerk Typist II	\$26,874	\$27,949	\$29,067	\$30,230
Clinical Director	\$49,095	\$51,059	\$53,101	\$55,225
Medical Clerk Typist	\$25,462	\$26,480	\$27,539	\$28,641
Mental Health Assistant	\$25,515	\$26,536	\$27,597	\$28,701
Prevention Specialist	\$33,588	\$34,932	\$36,329	\$37,782
Psychiatric Nurse	\$37,616	\$39,120	\$40,685	\$42,312
Psychologist (licensed)	\$44,331	\$46,104	\$47,948	\$49,866
Psychologist (Ph.D.)	\$42,813	\$44,526	\$46,307	\$48,159
Staff Social Worker	\$31,573	\$32,836	\$34,149	\$35,515
Sub. Abuse Pro.Devel.Coordinator	\$39,483	\$41,062	\$42,705	\$44,413
Supv. Social Worker	\$42,994	\$44,714	\$46,503	\$48,363
Supv. Psychiatric Nurse	\$42,994	\$44,714	\$46,503	\$48,363
Vocational Counselor	\$31,348	\$32,602	\$33,906	\$35,262

Forty hours

Account Clerk I	\$28,257	\$29,387	\$30,563	\$31,785
CASAC	\$34,386	\$35,761	\$37,191	\$38,679
Clerk Typist I	\$23,666	\$24,613	\$25,597	\$26,621
Consumer Affairs Specialist	\$24,772	\$25,762	\$26,793	\$27,865
Data Entry Clerk	\$25,965	\$27,004	\$28,084	\$29,207
Intensive Case Manager	\$42,323	\$44,016	\$45,777	\$47,608
Mental Health Assistant	\$27,646	\$28,752	\$29,902	\$31,098
Psychiatric Nurse	\$41,608	\$43,272	\$45,003	\$46,803
Social Worker	\$34,386	\$35,761	\$37,191	\$38,679
Psychologist (licensed)	\$47,656	\$49,562	\$51,545	\$53,607
Psychologist (Ph.D.)	\$46,024	\$47,865	\$49,780	\$51,771
Supv. Social Worker	\$46,219	\$48,068	\$49,990	\$51,990
Supervising Psychiatric Nurse	\$46,219	\$48,068	\$49,990	\$51,990

