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Tom Hendry

Collective Bargaining Agreement

by and between the

**RENSSELAER COUNTY
BUREAU OF PUBLIC SAFETY**

and

C.S.E.A., Local 1000 AFSCME, AFL-CIO



RECEIVED Bureau of Public Safety Unit

JUN 19 2007

Rensselaer County Local 842

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

January 1, 2004 – December 31, 2008

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PREAMBLE

It shall be the policy of the Employer and the purpose of this AGREEMENT to promote harmonious and cooperative relationships between the employer and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

EQUAL OPPORTUNITY

The Employer and the Union realize they have a responsibility to promote and provide equal opportunity of employment for all people, and as such, it shall be the positive and continuing policy of the Employer and the Union to assure equal opportunity in employment regardless of race, color, religion, sex, sexual orientation or national origin.

ARTICLE I – DEFINITIONS

The terms used in the Agreement shall have the meaning set forth below:

“Bargaining Unit Seniority” – The length of continuous service of full time employees in a permanent position in the Bureau, and shall be calculated from their original date of hire to any permanent position.

“Bureau” – The Bureau of Public Safety.

“Communications Center Supervisor” – A person who is employed by the Bureau and holds the Civil Service title of Communications Center Supervisor.

“Communications Officer” – A person who is employed by the Bureau and holds the Civil Service title of Communications Officer.

“County” – Rensselaer County.

“Deputy Director” – The Deputy Director of the Bureau (as used in this Agreement, shall mean the Deputy Director or a designee.)

“Director” – The Director of the Bureau (as used in this Agreement, shall mean the Director or a designee.)

“Employer” – Rensselaer County.

“Employees” – A person employed by the Bureau and included in the bargaining unit.

“Permanent Employee” – A person appointed to a position in the Bureau who has taken and passed the appropriate Civil Service test for the position, and as defined by New York State Civil Service Law and the Rules of the Rensselaer County Civil Service Commission and passed probation or any extension thereof.

“Probationary Employee” – An employee who is serving a probationary period in a permanent position.

“Provisional Employee” – A person appointed to a position in the Bureau, who has not taken and passed the appropriate Civil Service Test for the position and as defined by New York State Civil Service Laws and the Rules of the Rensselaer County Civil Service Commission.

“Senior Communications Officer” – A person employed by the Bureau who holds the Civil Service title of Senior Communications Officer.

“Title Seniority” – Title Seniority is the length of continuous service in a given title within the Bargaining Unit.

“Union” – The Civil Service Employees Association (C.S.E.A.), Inc., Local 1000, AFSCME, AFL-CIO, Rensselaer County 911 Unit 8250 of the Rensselaer County Local #842.

ARTICLE II – RECOGNITION

Section 2.1 The employer recognizes the Union as the sole and exclusive representative for all employees described below for the purposes of collective bargaining for terms and conditions of employment, and for the processing of grievances.

Section 2.2 The unit shall include all employees of the Bureau in the following titles: Communications Officer, Senior Communications Officer, and Communications Center Supervisor. The following titles are excluded: Director, Deputy Director, Senior Accountant, Assistant to the Director, 911 Database Coordinator, any Part-time Employees working less than twenty (20) hours per week, Temporary Employees, and Seasonal Employees as well as provisional employees in those positions. If a new title is created the parties will discuss the inclusion of the position in the bargaining unit. If the parties cannot agree, the procedures of PERB will apply.

Section 2.3 The Union shall have unchallenged representation status for the maximum period of time permitted by law.

Section 2.4 The Union agrees that it shall not strike against the Employer and it shall not cause, instigate, encourage, or condone a strike.

ARTICLE III – PAYROLL DEDUCTION

Section 3.1 Membership Dues and Payroll Deductions

The County shall deduct membership dues from the salaries of Union members, who individually and voluntarily authorize such deductions, by signing the appropriate payroll deduction authorization. People deductions shall be remitted by separate check unless otherwise indicated.

Section 3.2 Agency Fee

3.2.a The Union shall be entitled to the provisions of the NYS Agency Shop Legislation.

3.2.b The Union warrants that it has established, maintains and shall continue to maintain a refund procedure in accordance with Section 208(3b) of the NYS Fair Employment Act. The Union shall provide the Employer and all non-members with a copy of the refund procedure.

3.2.c If the union complies with the above provisions of the Article, the County shall deduct from the wages of employees in the bargaining unit who are not members of the Union, a fee equal to the dues of the Union.

3.2.d A report listing the names, addresses, titles, salaries, and the amount of Union dues deductions for those employees who are in the bargaining unit shall be provided quarterly to the Union President by the County.

ARTICLE III – PAYROLL DEDUCTION (cont'd)

Section 3.3 Indemnification

3.3.a The County shall transmit the dues and fee monies collected to C.S.E.A., Inc., whereupon all County responsibility regarding those monies shall cease. Bargaining Unit employees, the Local C.S.E.A. unit, its affiliates and all other parties hereby waive all rights and claims for the monies deducted and transmitted in accordance with this Article and relieve the County, the Director and all employees of the County from any liability therefor.

3.3.b In the event an action or proceeding is commenced in a court or tribunal of competent jurisdiction, or before an administrative agency regarding such membership dues or agency fee deductions or any other authorized deductions, the Union agrees to indemnify and save harmless the Employer from, and against, the cost of such action or proceedings, and to pay any judgement entered against the Employer, and to pay the costs including reasonable attorneys fees, if applicable, of complying with any interim order, or final judgement that may be entered therein. Such costs of compliance shall include the costs of computation of the salaries of employees and any interest ordered in any judgement.

ARTICLE IV – UNION RIGHTS

Section 4.1 Union Release Time – Grievance Processing

4.1.a The employer will grant a reasonable amount of time off to a Union representative for the purpose of processing of employee grievances, when attendance by a representative is essential to the process.

4.1.b When it is necessary for a Union Representative to take time away from their work station for the purpose of processing formal grievances, the Union shall notify the Director in writing one (1) day in advance of the day that the time is requested to be taken off. This notification shall include:

- 1) the date of the time off
- 2) an estimate of the time the Union Representative shall be away from their assigned duties
- 3) the particular grievance being processed

4.1.c All leave granted under the provisions of this Article and this section is subject to the rights of the Employer as provided for in Article V of this Agreement.

4.1.d The Union shall notify the Director and the County Executive in writing, of the names of those Union Representatives empowered to process grievances for the Bureau within ten (10) days after the execution of this Agreement, annually thereafter, on or before January 31st of each year or immediately upon a change in the names of the Representatives.

ARTICLE IV – UNION RIGHTS (cont'd)

Section 4.2 Union Release Time – Convention and Training

4.2.a The Employer shall grant a total of twenty (20) days to the Union each year, in accordance with the following:

4.2.b A maximum of twenty (20) days inclusive of travel time for two (2) officers or delegates of the Union to attend State-wide C.S.E.A. Union Conventions, Conferences, CSEA sponsored training Seminars, and Meetings of the State-wide Board of Directors.

4.2.c The Union will notify the Director in writing as soon as possible after it becomes known of the dates and the names of the personnel who will be attending the conventions or conferences as listed in 4.2.b of this Article. In normal circumstances, the notification must be made not less than five (5) working days prior to the date of the leave. The Union will submit a calendar of pre-scheduled Union events to the Director as soon as it is available.

4.2.d All leave granted under the provisions of this Article and section is subject to the rights of the Employer as provided for in Article V of this Agreement.

Section 4.3 Union Release Time – Negotiations

4.3.a The Employer will grant a reasonable amount of time off for two (2) Union representatives for the purpose of attending negotiation meetings with the Employer.

4.3.b In addition to the actual meeting time used for negotiations, the Employer will grant a total of one (1) hour for the Union Negotiating Team to caucus either immediately following the meeting or immediately preceding the meeting or any combination thereof.

4.3.c When it is necessary for Union representatives to take time off for negotiations with the Employer, the Union will notify the Director in writing two (2) days in advance of the date the meeting is to be held. This notification and request will include:

- 1) the date, time and estimated duration of the meeting
- 2) the names of the Union representatives who are requesting to attend.

4.3.d All leave granted under the provisions of this Article and section is subject to the rights of the Employer as provided for in Article V of this Agreement.

ARTICLE IV – UNION RIGHTS (cont'd)

Section 4.4 Union Release Time – General Business of the Union

4.4.a The Employer shall grant a total of two (2) days to the Union each year, for the purpose of the Union Officers (President, Vice President, Secretary, Treasurer) to conduct official business of the Unit which can not be conducted at a time other than the regular work day. Requests for the use of this time shall be made to the Director and/or Deputy Director as far in advance as practicable, but no less than two (2) weeks (10 calendar days).

4.4.b If the above time has been used properly, and within intent of the Section, the Director may give consideration to requests for additional time to cover unusual situations and emergencies.

4.4.c All leave granted under the provisions of this Article and this section is subject to the rights of the Employer, as provided for in Article V of this agreement.

Section 4.5 Union Posting

The Employer shall provide adequate space for Union notices and information in all Bureau work locations.

Section 4.6 Agreement Copies

The Union shall provide each member of the bargaining unit with a copy of this Agreement. Additionally, the union will provide the Employer with a sufficient amount of copies of this agreement.

ARTICLE V – EMPLOYER RIGHTS

Section 5.1 Employer Rights

Except as may be expressly limited by statute, or by specific provision of this Agreement, the Director has and retains the sole and exclusive right, authority and responsibility to take whatever actions may be necessary to carry out the mission of the Bureau. Such rights, authority and responsibility include but are not necessarily limited to the following:

5.1.a To determine the mission, purpose, objective and policies of the Bureau.

5.1.b To determine the standards of service to be offered by the Bureau.

5.1.c To determine the facilities, methods, means and the number of personnel required for the programs of the Bureau.

5.1.d To hire, promote, transfer, assign, reassign, evaluate and retain employees.

ARTICLE V – EMPLOYER RIGHTS (cont'd)

Section 5.1 Employer Rights (cont'd)

5.1.e To discipline and discharge employees in accordance with statutes and the provisions of this Agreement.

5.1.f To direct, deploy and utilize the work force.

5.1.g To maintain the efficiency of the governmental operations.

Section 5.2 Directors Authority

The Director has the right to make any job assignment, shift assignment or transfer necessary to maintain the services of the Bureau.

ARTICLE VI – EMPLOYEE RIGHTS

Section 6.1 Union Membership

6.1.a Employees covered by the provision of this Agreement shall be free to join or to refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the Employer.

6.1.b Employees may join and take an active role in the activities of the Union without fear of reprisals from the Employer or their agents.

Section 6.2 Representation

6.2.a Employees may be represented by the union, choose their own representative or appear alone at all hearings in which the employee is involved.

6.2.b An employee Union other than C.S.E.A. may not represent employees.

Section 6.3 Polygraph Tests

Bargaining unit employees will not be required to take a polygraph test without their written consent.

ARTICLE VI – EMPLOYEE RIGHTS (cont'd)

Section 6.4 Outside Employment (cont'd)

6.4.a Employees shall be permitted to hold part-time positions with other employers under the following conditions:

- 1) Employment with any Municipal Police or Law Enforcement Agency is expressly prohibited unless permission is specifically granted to an employee by the Director.
- 2) Wearing of any Bureau uniform, badge or the use of any issued equipment, is expressly prohibited.
- 3) That employment elsewhere shall not interfere with required overtime duties or other job requirements in the Bureau.
- 4) That the Director be notified in writing of the place of employment, the employer's address and supervisors contact information. The Director shall be notified immediately upon any prospective change in their part time employment. Employees must provide employers address and supervisors contact information annually as requested by the Bureau.
- 5) An employee may be refused permission to work under the provisions of Section 6.4.a.1 above. The decisions of the Director in these matters are final and not subject to the grievance procedure outlined under Article VII of this Agreement.
- 6) The parties agree that employees official 911 business/communications work in the Bureau is confidential and shall not be disclosed to any other person(s) except as required by legal process, as approved by a supervisor, or pursuant to Bureau practice and procedure. Failure to abide by this provision may result in discipline up to and including termination.

ARTICLE VII – GRIEVANCE PROCEDURE

Section 7.1 Definitions

“Aggrieved Party” – An employee or group of employees in the bargaining unit filing a grievance.

“Days” – A normal business day (i.e., banking days, Monday through Friday, excluding holidays).

“Decision” – A ruling, determination or disposition made at any stage of the grievance procedure.

“Grievance” – A complaint by an employee or group of employees in the bargaining unit that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.

“Representative” – Person(s) designated by the aggrieved party and person(s) designated by the Employer as their official representatives.

ARTICLE VII – GRIEVANCE PROCEDURE (cont'd)

Section 7.2 Principles

7.2.a Employees shall have the right to present grievances in accordance with the procedures of this Article free from interference, coercion, restraint, discrimination or reprisal.

7.2.b It is the intent of these procedures to provide for the orderly settlement of differences between the parties in a fair and equitable manner. Both parties are encouraged to settle grievances at the earliest possible stage.

Section 7.3 Grievance Hearings

7.3.a The Employer will grant time off to employees who as individuals have filed grievances to attend formal hearings outlined in this Article, as long as said leave does not create overtime. When more than one employee has filed or signed a grievance on the same subject or issue, one employee may attend the hearings as a representative of all employees involved.

7.3.b All leave granted under the provisions of this Article and section is subject to the rights of the Employer as provided for in Article V of this Agreement.

Section 7.4 General Rules

7.4.a. The stages of this procedure shall be conducted during regular working hours to the extent practical.

7.4.b. Grievances shall be in writing, and shall include all of the following:

- 1) The name and position of the aggrieved party.
- 2) The time and place where the alleged event or condition occurred.
- 3) The identity of the person responsible for the alleged event or condition.
- 4) A general statement of the relief or remedy sought.
- 5) The specific provisions of this Agreement alleged to have been violated.

7.4.c Arbitrable Grievances shall contain the specific provisions of this Agreement alleged to have been violated. Failure to indicate this information shall result in the grievance(s) not being processed through the grievance procedure until the required information is provided.

7.4.d The aggrieved party may be represented by the union at all stages of the Grievance Procedure.

7.4.e Written decisions at all stages shall be forwarded to the aggrieved party and the President of the Union.

ARTICLE VII – GRIEVANCE PROCEDURE (cont'd)

Section 7.5 Time Limits

7.5.a If a decision is not rendered within the specified time limit at any Stage, the aggrieved party may appeal to the next available Stage. A decision shall be timely if postmarked or personally delivered to the aggrieved party within the specified time limits.

7.5.b If a grievance is not initiated in accordance with the above, or if it is not appealed to the next higher Stage within the specified time limit, the grievance shall be considered resolved and further appeal or action under this Article is barred.

7.5.c The time limits set forth in the procedure may be extended only by mutual consent of all parties involved with the grievance.

Section 7.6 Procedure

7.6.a Stage I – Deputy Director

A grievance must be initiated at Stage I of these procedures within fifteen (15) days of the date the aggrieved party became aware or should have become aware of the act or omission that caused the alleged grievance. The aggrieved party or C.S.E.A. on behalf of the aggrieved party shall present the grievance in writing to the Deputy Director. The Deputy Director shall discuss the matter with the aggrieved party, take appropriate investigative action and within fifteen (15) days after receiving the grievance, render a decision on the matter.

7.6.b Stage II – Appeal to the Director

7.6.b.1 If the aggrieved party is not satisfied with the decision at Stage I, an appeal may be made to the Director with the following conditions:

- 1) The appeal is filed within ten (10) days of the issuance of the Stage I decision for review and determination; and
- 2) The appeal must be in writing and must be accompanied by a copy of the written grievance and the decision by the Deputy Director.

7.6.b.2 The Director may hold a hearing or render a decision on the matter within ten (10) days after receiving the appeal.

7.6.b.3 If the Director holds a hearing, he/she shall render a written decision within fifteen (15) days after the close of the hearing.

ARTICLE VII – GRIEVANCE PROCEDURE (cont'd)

7.7.c Stage III – Arbitration

7.7.c.1 If the aggrieved party and/or C.S.E.A. are not satisfied with the decision at Stage II and if the grievance is claimed to be a violation, misinterpretation, or an inequitable application of this Agreement, C.S.E.A. and only C.S.E.A. may file a Demand for Arbitration with PERB within sixty (60) days after the decision of the Director. Said Demand shall be served upon the and Director. Thereafter, the parties shall be governed by the Rules of PERB.

7.7.c.2 Compliance with the steps and time frames contained herein shall be a condition precedent to arbitration.

7.7.c.3 The Arbitrator shall be confined to the precise issue(s) submitted, and the specific provision(s) of the Agreement claimed to be violated, misinterpreted, or inequitably applied. The Arbitrator shall be without power, or authority to make any decisions contrary to or inconsistent with the applicable laws or rules and regulations having the force or effect of law, and shall have no power to alter, add to, and subtract from the provisions of this Agreement.

7.7.c.4 The decision and/or award of the Arbitrator shall be final and binding on all parties, except if said decision and/or award is inconsistent with Section 7.7.c.3 of this Article or if said decision is challenged in a proceeding commenced under Article 75 of the N.Y.C.P.L.R.

7.7.c.5 All fees and expenses of the Arbitrator will be shared equally by the Bureau and C.S.E.A.

ARTICLE VIII – LABOR-MANAGEMENT COMMITTEE

Section 8.1 Labor-Management Committee

8.1.a The Employer and the Union will establish a Labor-Management Committee. The Director and the President of the Union will be permanent members of this committee and each permanent member shall have the right to appoint an additional two (2) members as is appropriate to adequately address the agenda issues.

8.1.b The purpose of this committee shall be to:

- 1) Facilitate communications between parties
- 2) Promote a climate conducive to constructive employee relations
- 3) Discuss matters of mutual concern in order to avoid grievances.

ARTICLE VIII – LABOR-MANAGEMENT COMMITTEE (cont'd)

Section 8.1 Labor-Management Committee (cont'd)

8.1.c Either party may request a meeting by sending a written request to the other party at least one (1) week in advance of the requested date and include an agenda of the topics, and the names of the members requested to discuss a particular issue. Both parties will mutually agree upon the requested dates and conditions.

8.1.d This Article shall not limit the rights of the Employer to implement any rule or regulation, providing such rule or regulation does not conflict with the terms and conditions of this Agreement.

8.1.e Discussions in Labor-Management meetings shall not be admissible for any purpose whatsoever in any Judicial, quasi-Judicial, or Arbitration proceedings.

ARTICLE IX – EMPLOYEE PERSONNEL FILES

Section 9.1 Maintenance of Files

The Director shall maintain a personnel file for each employee in the bargaining unit. The file will contain all material relative to the employment history of the employee including their job applications, personnel forms, evaluations, communications, commendations, reprimands, suspensions and/or any other record of action.

Section 9.2 Right of Review

Employees may inspect the contents of their individual personnel files. Employees must notify the Director in writing at least one (1) day prior to the inspection. The Director will arrange for an appropriate time convenient to both parties. All inspections of files will be in the presence of the Director or Deputy Director (no designee or other bargaining unit members), and the file or any original materials contained therein may not be removed from the office.

Section 9.3 Right to Response

Employees may respond to any adverse documentation except counseling memos in their file by sending a written response to the Director. The response will be filed with a copy of the documentation in question.

Section 9.4 Derogatory Material

If the Director receives material derogatory to an employee's conduct, performance, or character and it is intended to have that material placed in the employee's personnel file, the employee will be notified of such. A copy of the material will be given to the employee to keep and the employee, as an acknowledgment shall sign a second copy and immediately return it to the Director. The signature shall signify receipt of the material and not imply agreement with any of its contents.

ARTICLE IX – EMPLOYEE PERSONNEL FILES (cont'd)

Section 9.5 Material Removal

Derogatory material will be removed from an employee's personnel file if it is determined to be invalid by the Grievance Procedure in this Agreement, by Civil Court action, or by formal or informal hearings with the Director. When it has been agreed upon by both parties that derogatory material be removed on a predetermined date, it shall be the responsibility of the employee to make such request to the Director.

ARTICLE X – PROBATION AND TENURE

Section 10.1 New Employees

10.1.a New employees appointed to a regular position in the Bureau from a Civil Service List shall serve a probationary period of eight (8) consecutive calendar months in that position beginning from the date of appointment from the list.

10.1.b When provisional appointments are made, those people so appointed shall not become permanent until they have taken, passed and been appointed as a result of the appropriate Civil Service Test. However, their probationary period shall start, as above, at the time of appointment from the appropriate Civil Service List to a regular full-time position.

Section 10.2 Current Employees

10.2.a Persons currently employed by the Bureau and who are appointed to another position within the Bureau shall serve a probationary period of four (4) consecutive calendar months in that position.

10.2.b When provisional appointments are made, those people so appointed shall not become permanent until they have taken, passed and been appointed as a result of the appropriate Civil Service Test. However, their probationary period shall start, as above, at the time of appointment from the appropriate Civil Service List to a regular full-time position.

Section 10.3 Probationary Dismissal

10.3.a Dismissal of a new employee during the probationary period is not subject to the Grievance Procedure.

10.3.b Persons currently employed by the Bureau who do not satisfactorily complete the probationary period shall be returned to their prior permanent position. Such action is not subject to the Grievance Procedure.

ARTICLE X – PROBATION AND TENURE (cont'd)

Section 10.4 Permanent Employees

10.4.a Permanent Civil Service status shall be granted to all employees who have successfully taken the Civil Service exam, been appointed from a certified list of eligible's and successfully completed the probationary period or any extension thereof.

10.4.b Employees who have permanent Civil Service status shall not be dismissed or otherwise subjected to disciplinary action except as provided for in Article XI, Disciplinary Action. Provisional employees are not subject to the provisions of Article XI with the exception of Section 11.4.

ARTICLE XI – DISCIPLINARY ACTION

Section 11.1 Cause

Discipline shall be imposed only for incompetence or misconduct. Counseling is not a disciplinary action.

Section 11.2 Notice of Discipline

When disciplinary action is initiated against a bargaining unit employee, that employee will be given a notice of charges being made against them. The notice will contain a description of the act(s) and/or omission(s) alleged, the dates, times and places where they occurred and the penalty proposed.

Section 11.3 Use of the Grievance Procedure

11.3.a When the proposed penalty is imposed as suspension without pay, a fine, demotion or dismissal from service, the affected employee may invoke the Grievance Procedure directly at Stage III (Arbitration.) The employee may file a demand for arbitration within sixty (60) days of the date the employer imposed the penalty.

11.3.b All hearings concerning the matter will be closed to the public and the media. Attendance shall be limited to the employee(s) involved and their representative(s), the Director and/or their representative(s), the County Attorney(s) and a member of the Rensselaer County Human Resources Staff.

Section 11.4 Representation

The affected employee(s) may choose a representative(s) of their choice except an agent of another employee Union.

ARTICLE XI – DISCIPLINARY ACTION (cont'd)

Section 11.5 Union Rights

11.5.a If the affected employee chooses to be represented by a person other than a representative of the Union, and they have signed a CSEA waiver of representation form, the Union representative(s) may attend the hearing.

Section 11.6 Penalty

11.6.a Except as provided for in Section 11.7 of this Article, the proposed penalty may not be implemented until either:

- 1) The matter is resolved.
- 2) The employee fails to file a grievance within five (5) days of the notice of discipline.
- 3) If the grievance is not resolved at Stage II of the grievance procedure and the employee fails to file a demand for arbitration within sixty (60) days receipt of the Stage II decision.

Section 11.7 Suspension

11.7.a An employee may be suspended without pay prior to service of a “Notice of Discipline” or prior to institution or exhaustion of the grievance procedure applicable to discipline, if the Director determines there is probable cause to believe that:

- 1) The employees’ continued presence on the job represents a danger to person(s) or property.
- 2) The employee’s continued presence on the job would interfere with normal operating procedure of the Bureau.

Section 11.8 This disciplinary procedure wholly replaces the provisions of Section 75 and Section 76 of the Civil Service Law.

ARTICLE XII – SENIORITY

Section 12.1 Applicability

Should a question arise regarding the applicability of any type of seniority, the parties agree to meet and confer.

Section 12.2 Earned Seniority

12.2.a Provisional Employees will earn Bargaining Unit and Title Seniority on the same basis as if hired from a Civil Service list, retroactively, once they have been appointed permanent.

12.2.b Temporary employees will not be credited with any earned seniority.

12.2.c The Director and the Union shall identify those employees who share a common date of hire and/or appointment and shall conduct a lottery to establish the seniority rank of those employees. The lottery shall take place in the presence of the Director or his designee and the affected parties. The President of the Union or their designee may attend the lottery if they so choose. The lottery shall consist of a random drawing of all of the names of the employees sharing a common date of hire and/or appointment. The first name drawn shall become the most senior of the group, and so forth; with the last name drawn becoming the least senior of the group.

Section 12.3 Continuous Service Rules

12.3.a A leave of absence extending for a period of one year or greater shall be considered a break in continuous service, re-employment at a later date shall be as a new employee.

12.3.b The following shall not be considered a break in continuous service;

12.3.b.1 An approved leave of absence in accordance with the provisions of the 'Agreement', followed by reinstatement to the same position held prior to the leave.

12.3.b.2 A military leave of absence not to exceed four (4) years, followed by reinstatement to the same position held prior to the leave.

12.3.b.3 A leave of absence associated with Workers' Compensation Leave.

12.3.b.4 Suspension immediately followed by reinstatement to the position from which the suspension occurred, or to another position within the layoff unit.

12.3.b.5 The period, during which an employee is subject to recall, following a layoff.

12.3.b.6 Unless specified otherwise by applicable statute (i.e. FMLA, Veterans Re-Employment act, etc.) an unpaid leave of absence (or unpaid suspension) for a period of less than one (1) year shall result in adjustment of the employees title seniority date.

ARTICLE XII – SENIORITY (cont'd)

Section 12.4 Seniority Records and the Seniority List

The Director will be solely responsible for developing and maintaining current Bargaining Unit and Title seniority lists for all employees and shall rank them by their official date of hire and/or appointment to their current position and denote their status as permanent, probationary, provisional or temporary. On or about February 1st, and August 1st of each year, the Director shall provide the President of the Union with up to date seniority lists and post them conspicuously for all employees to review.

ARTICLE XIII – RETREAT, BUMPING, LAYOFF and RETURN TO EMPLOYMENT

Section 13.1 Layoff and Bumping Rights

Displacement and bumping shall be governed by the NYS Civil Service Law and/or any applicable Rensselaer County Civil Service Rules.

Section 13.2 Veterans

13.2.a For the purposes of this Article, Section 85 of the Civil Service Law shall govern the definition of veteran and disabled veteran as well as additional continuous service credit if any, for layoff purposes only.

ARTICLE XIV – EDUCATION AND TRAINING

Section 14.1 Education and Training

14.1.a The Bureau will send employees for education and/or training appropriate to their current duties, as determined by the Bureau.

14.1.b When education or training is required for continued employment where the lack of such education or training will adversely affect their continued employment, employees within the Bureau will be sent on the basis of title seniority.

14.1.c In addition, the Bureau may select individual employees for specialized education or training provided the employee is willing and the Bureau pays for the cost.

14.1.d When it becomes necessary for the furtherance of the mission of the Bureau, the Director may assign a designated staff member(s) to participate in specific training that is determined to further the mission and goals of the Bureau.

ARTICLE XIV – EDUCATION AND TRAINING (cont'd)

Section 14.1 Education and Training (cont'd)

14.1.e When the Bureau offers education and/or training opportunities for employees, it shall be in accordance with section 14.1 and 14.2 of this Agreement. A notice of the courses to be offered will be posted at least seven (7) days prior to selection of the employee(s) to attend whenever possible. Courses that have been made available with less than seven days notice to the Bureau shall be posted at the earliest possible date from which the notice was received.

14.2 Recoupment of Training Costs

14.2.a In the event the employer is required to provide the basic training course for an employee and that employee voluntarily separates from the Bureau within three (3) years from the date of the completion of the training, the employee shall reimburse the County for all wages and expenses as defined below paid by the employer during or in conjunction with the basic training according to the following schedule:

Length of employment After completion of training	Reimbursement of Wages and Expenses
Up to 1 year	100 %
1 year up to 2 years	60 %
2 years up to 3 years	35 %

Wages subject to reimbursement shall be limited to wages paid in excess of the minimum wage required by provisions of the Fair Labor Standards Act.

14.2.b Expenses by the employer during or in conjunction with an employee's training include but are not limited to, any reimbursement costs of travel, lodging, meals, books, tuition or any other expense associated with training, or any payment made by the employer to a third party for a benefit made available to an employee during the time of training as the case may be.

14.2.c With the exception of vacation leave, any authorized or unauthorized absence from work after the completion of training aggregating more than five (5) days in a calendar year, shall not be considered as time employed.

14.2.d For the purpose of this Article, a voluntary separation shall include a provoked discharge, which is hereby defined to be a discharge occasioned by a deliberate or willful act at least partially motivated by an intention to avoid the reimbursement obligation under the terms of the contract.

ARTICLE XIV – EDUCATION AND TRAINING (cont'd)

14.2 Recoupment of Training Costs (cont'd)

14.2.e Should it be necessary for the employer to initiate litigation in order to secure reimbursement pursuant to this provision of the contract, and should the employer prevail, the individual responsible for reimbursement shall, in addition, reimburse the employer for all its legal expenses associated with the proceedings.

14.2.f A copy of this provision, of the contract, as well as a receipt and acknowledgement of it, shall be provided to all individuals interviewed for employment with the County.

14.2.g Actions taken under this Article of the contract shall be grievable up to Stage II of the Grievance Procedure but shall not be arbitrable. In case of hardship, an appeal can be made by the employee to the Director for a waiver of the provisions of this Article of the contract. The Director shall review the matter and advise the employee as promptly as possible, but in no event later than sixty (60) calendar days from the date of the employee's request to the Director.

ARTICLE XV – WORKING CONDITIONS

Section 15.1 Hours

15.1.a The regular workweek for all full time employees in the bargaining unit will be forty (40) hours per week.

15.1.b Scheduling of the workweek shall be at the discretion of the Director.

15.1.c The Director shall give two (2) weeks (10 calendar days) notice to affected employees prior to any change in the regularly scheduled workweek subject to Article V "Rights of Employer."

15.1.d Employees shall not be required nor permitted to work more than sixteen (16) consecutive hours in a twenty four (24) hour period.

15.1.e The parties may meet and confer regarding alternative staffing patterns.

ARTICLE XV – WORKING CONDITIONS (cont'd)

Section 15.2 Voluntary Substitution

15.2.a The practice of substitution, where one employee voluntarily works for another, may be permitted provided:

- 1) The substitution or issues related thereto does not impose additional costs or operational hardship to the Bureau as determined by the Bureau.
- 2) The Director or Designee, including Senior Communications Officers and Communications Officers shall be notified in advance in writing.
- 3) The Director or designee has approved the request for substitution.

15.2.c The Director may discipline any party that fails to fulfill their obligation or imposes additional costs or operational hardship to the Bureau.

15.2.d All substitutions shall take place during the same pay period.

Section 15.3 Bidding

15.3.a Shift preferences and days off for full time Communications Officer shall be granted on the basis of title seniority.

15.3.b Bidding shall take place two (2) times per year; on or about March 1st, for the work period of April 1st through September 30th, and on or about September 1st, for the work period of October 1st through March 31st.

15.3.c New employees shall be eligible to bid within their title upon completion of their probationary period or any extension thereof.

15.3.d Employees on an unpaid leave of absence in accordance with Article 19.1, or employees who are serving a suspension pursuant to an arbitration award or agreement shall not be allowed to bid, unless they are expected to return prior to the effective start date of the new bid.

Section 15.4 Senior Communications Officers

15.4.a Senior Communications Officers may submit a request to the Director for a change in shift and days off.

15.4.b The Director shall have the sole authority to make such changes.

15.4.c The decision of the Director in such matters is final and not subject to the Grievance Procedure.

ARTICLE XV – WORKING CONDITIONS (cont'd)

Section 15.5 Voluntary Overtime

15.5.a Overtime will be offered by title seniority.

15.5.b Overtime scheduled for more than seventy-two (72) hours in advance shall be posted with the shift supervisor for employee review and acknowledgement of intent to accept or decline.

15.5.c For all overtime that has not been awarded within seventy-two (72) hours prior to the overtime tour, or overtime that occurs within less than seventy-two (72) hours, a recall shall be completed. This recall shall be done in order of title seniority.

15.5.d For all overtime, a record of the recall shall be created and maintained for a time consistent with Bureau policy indicating the time the attempt to contact the employee at the designated contact number was made and the result of the attempt, (i.e. Accepted, Unable to Contact, or Refused). When an answering machine is encountered, a message will be left, five (5) minutes shall be given to respond, and if no return call within five (5) minutes is received it shall be considered “unable to contact” and the list shall be continued to be polled. If the contact number is busy, the contact number shall be tried again in five (5) minutes, if still busy, it shall be considered “unable to contact.”

15.5.e Employees that are on vacation, holiday or personal leave shall not be eligible for either voluntary overtime on their assigned shift or any mandatory overtime for the calendar date of the leave, and shall remain ineligible for mandatory overtime until twenty-four (24) hours after the beginning of the leave.

15.5.f Employees that are scheduled to attend training shall not be eligible for mandatory overtime, beginning the shift preceding the training.

15.5.g Employees will not be eligible for overtime, either voluntary or mandatory, when it will cause them to work over sixteen (16) hours in a twenty-four (24) hour period.

Section 15.6 Mandatory Overtime

15.6.a Employees who have been mandated to work overtime shall not be required to work an additional mandatory overtime shift within twenty four (24) hours of the completed overtime shift, unless an emergency is declared by the Director or his/her designee.

15.6.b Employees shall not be required to work more than eight (8) hours of overtime on their day off, unless the Director or his/her designee has declared an emergency.

15.6.c All employees shall be subject to mandatory overtime based upon reverse title seniority in accordance with the provisions listed above.

ARTICLE XV – WORKING CONDITIONS (cont'd)

Section 15.7 Compensatory Time Accrual Bank

15.7.a Subject to the employers approval, employees may accrue (bank) up to twenty four (24) hours of compensatory time to be utilized or compensated at a later date in the year in was accrued.

15.7.b All accrued overtime expires December 31st of the year it was accrued and shall be paid to the employee.

15.7.c Overtime in the overtime bank shall be paid to the employee at the overtime rate at which it was accrued.

15.7.d Use of compensatory time shall be subject to the following conditions:

- 1) The request must be in writing and made in advance of the requested time off.
- 2) The employee must provide as much advance notice to the employer as possible
- 3) Requests shall be granted on the basis of title seniority and will not be granted should the leave cause overtime. Requests previously granted may be cancelled due to staffing shortages.
- 4) All accrued comp time expires December 31st of the year it was accrued and shall be paid to the employee at the applicable rate.

15.7.e This section 15.7, will sunset and be of no further force or effect as of December 31st, 2008. The parties agree to meet and/or confer on or about December 1st, 2008 to discuss the continuation or modification of Section 15.7. Should the parties reach an agreement to continue the provisions of Section 15.7, the terms of any such agreement, which must be in writing, will govern. Should the parties fail to reach an agreement, this section shall terminate December 31st, 2008.

Section 15.8 Overtime Pay

15.8.a Employees authorized to work overtime shall be paid one and one half (1 ½) times their regular base rate of pay for that time worked beyond forty (40) hours a week. Employees may receive compensatory time in lieu of overtime pay as specified in Section 15.7 above.

15.8.b Overtime compensation shall be included in the paycheck for the pay period following the pay period in which the overtime was worked.

ARTICLE XVI – HOLIDAYS

Section 16.1 Specified Holidays

16.1.a Bargaining Unit employees appointed to a position having a regularly scheduled workweek of twenty (20) or more hours a week and whose regular schedule does not include working on holidays will be granted the following holidays off with pay:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Election Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Labor Day	Christmas Day

16.1.b The Director shall post a list before the first holiday of the year showing the calendar days the above holidays will be celebrated.

16.2 Earned Time in Lieu of Holidays

16.2.a In lieu of time off on the above holidays, employees whose regular schedule includes working on holidays shall earn eight (8) hours of holiday leave (1 day) per month.

16.2.b Holiday pay is defined as eight (8) hours pay at the employee's straight time hourly rate and shall be included in the second paycheck following the pay period in which the holiday was earned.

Section 16.3 Holiday Pay Qualifications

16.3.a To qualify for holiday pay, employees must have worked their regularly scheduled shift immediately preceding and immediately following the holiday. Authorized and scheduled vacation, holiday, personal and bereavement leave shall be considered as days worked for the purpose of holiday pay.

16.3.b The use of sick leave immediately preceding or immediately following a holiday shall require substantiation by medical certification. Failure to provide such medical documentation shall result in the forfeiture of the holiday compensation.

ARTICLE XVI – HOLIDAYS (cont'd)

Section 16.4 Holiday Double Time Pay

16.4.a If an employee has a regularly scheduled workweek which includes working holidays, the employee will be compensated at the rate of two (2) times the employee's normal hourly rate for all time worked beyond the regular eight (8) hour day as follows:

1. On the actual "calendar" holiday of New Year's Day, July 4th, Thanksgiving, and Christmas.
2. On the scheduled holiday of the Director's list for all other holidays with the exception of those holidays referenced in 16.4.a.1 above.

16.4.b Employees that are normally off on the above mentioned holidays **shall** be compensated at time and half for the first eight (8) hours worked and then at a rate of double time for any additional time worked during the holidays described above.

ARTICLE XVII – VACATION

Section 17.1 Vacation Earned

17.1.a Full time employees will be granted vacation leave in accordance with the following schedule (Section 17.3).

17.1.b Full time employees will earn vacation credit each pay period and on their yearly anniversary date as shown on the following schedule (Section 17.3).

17.1.c New employees will accrue vacation credit during their first full pay period. They may not use or cash out vacation time until they have completed six (6) months of continuous service or their training period, whichever is longer.

Section 17.2 Vacation Accrual

17.2.a Vacation may be accrued to a maximum of forty (40) days, i.e., three hundred and twenty (320) hours.

17.2.b Payment of accrued vacation at the time of **separation** is limited to two hundred and forty (240) hours.

ARTICLE XVII – VACATION (cont'd)

Section 17.3 Vacation Schedule

Completed Years of Continuous Service	Earned Credit each pay period	Extra Hours earned on yearly anniversary	Total Earned Vacation	
			Hours	Days
<1	3.0	-	-	-
1	3.0	2	80	10
2	3.0	2	80	10
3	3.0	2	80	10
4	3.0	2	80	10
5	4.5	3	120	15
6	4.5	11	128	16
7	5.0	6	136	17
8	5.5	1	144	18
9	5.5	9	152	19
10	6.0	4	160	20
11	6.0	12	168	21
12	6.5	7	176	22
13	7.0	2	184	23
14	7.0	10	192	24
15 and over	7.5	5	200	25

Section 17.4 Vacation Requests

17.4.a Pre-bid vacation requests will be ranked on the basis of title seniority and will be approved or disapproved based on the operating needs of the Bureau and shifts.

17.4.b Pre-bid vacation requests for the period of April 1 through September 30 shall be submitted to the Director starting with the final bid posting and be received by the bid start. Vacation requests for the period of October 1 through March 31 shall be submitted to the Director starting with the final bid posting and be received by the bid start.

17.4.c Pre-bid vacation requests received in accordance with section 17.4.b shall be ranked by title seniority of the members assigned to a specific shift.

17.4.d Vacation requests received after the above deadlines shall be reviewed on a first come first serve basis with final decision being made by the Director.

17.4.e Vacation will be limited to ten (10) workdays during the months of July and August unless the Director or Deputy Director gives special approval.

ARTICLE XVII – VACATION (cont'd)

Section 17.5 Vacation (General)

17.5.a Vacation cannot be used before it is earned.

17.5.b Vacation may be taken in two (2) hour segments provided this does not interfere with Bureau operations and overtime pay is not required.

17.5.c Vacations, which have been authorized and scheduled, shall not normally be cancelled except by mutual agreement between the employee and the Director. Cancellation or modification of scheduled vacations may occur if an emergency is declared by the Director or if actual vacation leave accruals are insufficient to cover the requested period of vacation leave.

17.5.d Employees may obtain their vacation pay in their last pay check prior to the effective date their vacation provided the employee notifies the Director thirty (30) calendar days prior to the pay date on which the vacation pay is requested.

17.5.e Based on the operational needs of the Bureau, the Director may, with the mutual consent of the employee, “buy back” at the current straight time rate of the employee earned vacation from the employee. The decision to do so is entirely at the discretion of the Director.

ARTICLE XVIII – LEAVES WITH PAY

Section 18.1 General

18.1.a Bargaining unit employees may be absent from work without loss of salary in accordance with the rules set forth below.

18.1.b In the following sections, allotted days for an employee’s absence from work is based on full-time employment. Employees working twenty (20) or more hours but less than forty (40) hours per week will be allotted leave on a pro-rated basis.

18.1.c Temporary employees and part-time employees working less than twenty (20) hours per week will not be credited with any leave.

ARTICLE XVIII – LEAVES WITH PAY (cont'd)

Section 18.2 Personal Leave

18.2.a Personal leave shall be used for personal business, which can not be conducted during an employee's scheduled workday.

18.2.b Effective January 1st, 2007 full time employees shall receive thirty two (32) hours annually for personal leave beginning on the first day of the new year. Upon ratification of this agreement full time employees shall receive forty (40) hours annually. If an employee does not use all their granted personal leave by the end of the year, the remaining unused hours will be added to the employee's sick leave. Under no circumstances shall an employee be allowed to receive compensation for any unused personal leave upon their resignation or termination from employment with the employer. Personal leave requests that have been denied shall not be subject to the grievance procedure.

18.2.c All requests for the use of personal leave under this section shall be subject to the following conditions:

- 18.2.c.1 The employee must specify a reason for the request.
- 18.2.c.2 The request must be in writing, if possible and made in advance of the request
- 18.2.c.3 The employee must provide as much advance notice to the employer as possible.
- 18.2.c.4 Requests if granted will be considered on a first come first serve basis and will not be granted should the leave cause overtime.

Section 18.3 Bereavement Leave

18.3.a Employees will be granted up to five (5) calendar days per occurrence for bereavement when a death occurs in the employee's immediate family.

18.3.b Immediate family is defined as: husband, wife, mother, father, brother, sister, son, daughter, aunt, uncle, mother/father in law, grandparents, grandchildren, or any other member of the employee's immediate household.

18.3.c Use of bereavement leave shall be subject to verification and approval by the Director. Proof of death shall consist of an obituary or other documentation acceptable to the Director.

ARTICLE XVIII – LEAVES WITH PAY (cont'd)

Section 18.4 Military Leave

A leave of absence with or without pay shall be granted in accordance with any State and Federal statutes to any employee ordered into military service pursuant to Section 242 and 243 of the Military Laws of the State of New York.

Section 18.5 Court Appearance

18.5.a When an employee is required to appear in court as a result and consequence of their employment, the time required may be used without loss of pay or leave credit.

18.5.b To qualify for leave under section 18.5.a:

- 18.5.b.1 Employees must report all situations requiring a court appearance to the Director immediately upon receipt of the subpoena or other notice requiring the court appearance.
- 18.5.b.2 Forward a copy of the subpoena or notice to the Director.
- 18.5.b.3 Submit evidence of the court attendance to the Director.

Section 18.6 Sick Leave

18.6.a Full time employees will earn sick leave at the rate of four (4) hours per pay period while actively employed. Employees on an paid or unpaid leave of absence do not accrue sick leave.

18.6.b Employees may accumulate sick leave up to a maximum of one thousand four hundred and forty (1,440) hours.

18.6.c Sick leave may be used when employees are sick and unable to perform their normal duties.

18.6.d To be entitled to paid sick leave, employees must actually be sick, have sick leave standing to their credit, and shall notify their Bureau designee at least three (3) hours prior to the start of their shift except in emergency situations.

18.6.e The Director may require medical certification when it is determined that a pattern of sick leave abuse has occurred and the employee has been so notified in writing. A pattern of abuse shall be defined as a systematic and/or excessive usage of sick leave by an employee as determined by the Director or their designee. The employee at his or her own expense will obtain medical certification. The Director may require an employee to be examined by a designated physician at Department expense.

18.6.f After three (3) consecutive sick days, employees must notify **the Director or his/her designee** before returning to work.

18.6.g Abuse of sick leave privileges may be grounds for disciplinary action.

ARTICLE XVIII – LEAVES WITH PAY (cont'd)

Section 18.6 Sick Leave (con'd)

18.6.h Sick leave may be used for doctors appointments or procedures that the doctor cannot schedule during non working hours or days off. Employees must provide a statement from the treating physician, documenting that fact prior to the appointment to be eligible to utilize sick leave.

ARTICLE XIX – LEAVE WITHOUT PAY

Section 19.1 Leave of Absence

19.1.a The Director at his/her sole discretion may grant a leave of absence to an employee without pay for a period not to exceed one (1) year.

19.1.b In unusual circumstances, the leave of absence without pay may be extended an additional year at the sole discretion of the Director.

19.1.c Requests for a leave of absence without pay shall be submitted in writing to the Director.

19.1.d Leaves of absence without pay granted by the Director shall be in writing to the employee making the request and a copy forwarded to the Union President for notification.

19.1.e During any leave of absence without pay, employees will not be entitled to any fringe benefits nor will they accrue seniority.

Section 19.2 Illness or Disability

19.2.a A leave of absence without pay may be granted to an employee for illness or disability at the sole discretion of the Director.

19.2.b The employee at their expense must obtain verification of the illness or disability and its expected duration from a physician.

19.2.c The Director may require verification of the illness or disability by having the employee examined by a designated physician at the Bureau's expense.

ARTICLE XIX – LEAVE WITHOUT PAY (cont'd)

Section 19.3 Child Rearing

19.3.a Upon conclusion of pregnancy and the period of disability related thereto, the Director at his/her sole discretion may grant a leave of absence for a reasonable period of time.

19.3.b Upon determination of pregnancy and the period of disability related thereto, the Director may grant a leave of absence for up to seven (7) months for child rearing. This shall include six (6) weeks prior to the birth. To the extent applicable this leave if granted shall run concurrently with FMLA time.

19.3.c Male employees will be given equal consideration for leaves of absence relating to childrearing purposes. The leave, if granted, will be at the sole discretion of the Director.

Section 19.4 Adoption

19.4.a In cases of legal adoption under Article 7 of the Domestic Relations Law, a leave of absence without pay may be granted for childrearing purposes when the adoptive child is required to reside with the adoptive parents for at least six (6) months prior to an order of adoption being made. In such cases, leave for childrearing purposes may be granted at the sole discretion of the Director for (6) months commencing from the date the adoptive child begins actual full time residence with adoptive parents. To the extent applicable this leave if granted shall run concurrently with FMLA time.

19.4.b Leave beyond six (6) months may be granted at the sole discretion of the Director.

Section 19.5 Education

A leave of absence without pay may be granted at the sole discretion of the Director for the purpose of job related education at a recognized institution of learning.

Section 19.6 Family Medical Leave Act (FMLA)

The parties shall abide by the current provisions of the Family Medical Leave Act (FMLA).

ARTICLE XX – RETIREMENT PLANS

Section 20.1 Retirement Plans

The Employer will provide full time employees with the following retirement plans based on eligibility.

20.1.a NYS Retirement System Plan 89-a;

1. Eligible employees appointed to a permanent position prior to July 1st, 1976 will be provided the twenty five (25) career plan 89-a on a non-contributory basis.

20.1.b NYS Retirement System Plan 75-g;

1. Employees not eligible for plan 89-a, who were appointed to a permanent position prior to July 1st, 1976, will be provided with twenty-five (25) year plan 75-g on a non contributory basis.

20.1.c NYS Retirement Plan Article 14;

1. Eligible employees appointed to a permanent position on or after July 1st, 1976, will be provided with the provisions of Article 14 of the 1976 Pension Reform Act.

Section 20.2 Retirement Re-opener

The parties agree that if the State Legislature enacts legislation permitting a new retirement option for 911 employees that they will meet and confer only, with respect to said retirement option.

ARTICLE XXI – HEALTH INSURANCE

Section 21.1 General

21.1.a The employer will provide the following medical benefits or equivalent for full time employees.

21.1.b Part time employees working twenty (20) or more hours a week will be eligible for coverage on a pro-rated basis.

21.1.c Temporary employees and part-time employees working less than twenty (20) hours a week are not eligible for insurance coverage.

Section 21.2 Employer Sponsored Plans

Premium Cost	Employer Portion	Employee Portion
Employee	80 %	20 %
Employee Dependents	80 %	20 %

21.2.a Employees at age 65 or older may elect coverage for themselves and their dependants under the Employer sponsored insurance plan. The Employer will pay an amount equal to the above premium cost. The employee will pay any additional amount of the premium cost. Medicare eligible employees will be required to enroll in a Medicare Supplemental Plan.

Section 21.3 HMO/PPO Option

Employees who elect not to participate in the employer's sponsored plan shall be able to elect one of the several HMO options, as offered by the Employer. The employer shall contribute the same percentage of health care coverage as the employer sponsored plan, as depicted in 21.2 of this Article. Employees hired on or after October 15th 2006 shall not be eligible for the employers sponsored plan.

Section 21.4 Dental Insurance

21.4.a Members of the bargaining unit shall receive individual dental coverage equivalent to the coverage provided to other County bargaining units for the term of this agreement as such coverage may be modified from time to time.

21.4.b Individual members may purchase family dental coverage during the term of this agreement at a cost to be determined by the employer.

21.4.c Employees may elect coverage under the enhanced individual dental plan.

ARTICLE XXI – HEALTH INSURANCE (cont'd)

Section 21.5 Optical Plan

The employer shall provide an optical plan equal to the Employee Benefit Fund.

Section 21.6 Retiree Insurance

21.6.a Eligible employees retiring under the provisions of Article XX may elect to enroll in a medical insurance plan that is available to retirees.

21.6.b The above employees will have their accumulated sick leave multiplied by their rate of pay credited to them.

21.6.c The amount calculated above will be used by the Employer to make premium payments directly to the insurance carrier on the behalf of the retiree.

21.6.d The employee shall be responsible for making timely payments of the remainder of the premium amount to the insurance carrier.

Section 21.7 Supplemental Salary Contribution Plan

21.7.a Eligibility and conditions are contained in the Plan details

21.7.b The plan provides for the continuation of eligible employee's salaries not to exceed two hundred and ninety dollars (\$290.00) per week commencing on the eighth day of disability.

21.7.c Employees shall contribute one dollar (\$1.00) per pay period through payroll deduction.

Section 21.8 Insurance Committee

21.8.a The Union and Management Personnel shall establish a Joint Committee to monitor the cost of insurance premiums. If necessary, the Committee shall make recommendations to modify benefits and make adjustments in the deductible or co-payment amounts to offset inflationary increases in the premiums.

21.8.b It is agreed that the Employer shall not be solely responsible for inflationary increases in premium costs of health insurance.

Section 21.9 Health Savings Account

Employees shall be eligible for the pre-tax health savings account offered by the county upon request.

ARTICLE XXII – COMPENSATION

Section 22.1 Wages

Employees shall be compensated according to the Salary Schedule. Retro active pay shall only be paid to unit employees on the payroll on the effective date of ratification of this agreement by both parties.

Section 22.2 Shift Differential

Employees assigned to work A-line or C-line shall receive an additional thirty five (\$.35) per hour shift differential.

Section 22.3 Call-In Time

An employee recalled to work after working their scheduled shift and leaving their workstation or facility will be granted the opportunity to work two (2) hours overtime as well as employees called in to work on scheduled days off, holidays, or vacation. Employees will only be paid for time worked, if less than four (4) hours. This shall not apply in disciplinary matters in which case the employee shall receive overtime for all time spent at the disciplinary meeting only.

Section 22.4 Reclassification

22.4.a If a position is reclassified to a higher title, (i.e., a higher rate of pay) an incumbent will immediately receive the starting rate or the grade rate of the reclassified position whichever is appropriate.

22.4.b If a position is reclassified to a lower title, an incumbent earning the grade rate of the position will continue to receive the rate that existed prior to reclassification, as long as that employee holds that position. Once the position is vacated following reclassification, the revised salary will apply to future employees in that position.

Section 22.5 Demotion

If employees are demoted, their salary will be reduced by an amount equal to the difference in grade rate of their current position and the position to which they are being demoted.

ARTICLE XXIII – SUBSTANCE ABUSE

Section 23.1 Substance Abuse

The C.S.E.A. and Bureau agree to implement a joint committee consisting of three (3) members of the Bargaining Unit chosen by the President of the Union and three (3) members selected by the Employer, for the sole purpose of agreeing on a substance abuse testing program.

ARTICLE XXIV – GENERAL

Section 24.1 STATUTORY PROVISION

IT IS UNDERSTOOD 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 THE ADDITION OF FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 24.2 Separability

Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court or tribunal of competent jurisdiction, such invalidation shall effect only that part or provision so involved and all other parts and provisions of this Agreement shall remain in full force and effect.

Section 24.3 Scope of Agreement

The parties have negotiated fully with respect to terms and conditions of employment and this instrument constitutes the full and complete agreement between the Employer and the Union. It concludes all collective bargaining during its duration and terminates all prior agreements and understandings. This Agreement shall supercede any rules, policies or regulations that are contrary or inconsistent with its terms and it may be amended, altered or modified only by mutual consent of the parties.

Section 24.4 Past Practice

This Agreement shall represent all employee rights, privileges and benefits granted by the Employer to their employees and unless specifically and expressly set forth in the Agreement, all rules, regulations, practices and benefits previously granted are not in effect.

ARTICLE XXV – ADDRESSES

Section 25.1 Addresses

For the purpose of notification as required under the provisions of this Agreement, the following addresses shall be used:

Rensselaer County Executive
Office of the Executive
Rensselaer County Office Building
1600 Seventh Avenue
Troy, New York 12180

Rensselaer County Bureau of Public Safety
4000 Main Street
Troy, New York 12180

President
Rensselaer County 911 Unit 8250 Local 842 of C.S.E.A.
c/o Rensselaer County Bureau of Public Safety
4000 Main Street
Troy, New York 12180

ARTICLE XXVI – TERM OF AGREEMENT

This Agreement is made and entered into this 29 day of May, 2007 by and between Rensselaer County, and the Rensselaer County 911 Unit 8250 of the Rensselaer County Local 842 of the Civil Service Employees Association, Inc.

This Agreement is subject to the Employer's right to verify the calculations and the Salary Schedule to ensure accuracy, and if any discrepancies or issues arise therein then the parties shall meet by April 10th, 2007 to resolve same. This Agreement shall not be subject to ratification by the parties until any issues regarding the Salary Schedule are mutually resolved. The terms of this Agreement are subject to ratification by the CSEA Bargaining Unit membership and ratification/approval by the Rensselaer County Legislature.

The term of this Agreement shall be five (5) years, and shall extend from January 1st, 2004 to and including December 31st, 2008.

In witness thereof, the parties hereto have hereon set their hands and seals this 29 day of May, 2007.

FOR THE COUNTY OF RENSSELAER:

By: Kathleen M. Jimino

Kathleen M. Jimino
County Executive

By: Kelly J. Paslow

Kelly Paslow
Director of Public Safety

By: Bryan Goldberger

Bryan Goldberger
Special Counsel

FOR THE RENSSELAER COUNTY 911 UNIT 8250 OF THE RENSSELAER COUNTY LOCAL 842, OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.:

By: Todd R. Smith

Todd R. Smith
C.S.E.A. Unit President

By: Andrew MacDonald

Andrew MacDonald
C.S.E.A. Labor Relations Specialist

185 Jordan Road
Troy, NY 12180
Phone: (518) 283-6650
Fax: (518) 283-6069

Capital Benefits Consulting, Inc.

RECEIVED
JUN 4 2007

RENSSELAER COUNTY
ATTORNEY'S OFFICE

May 31, 2007

Mr. Bryan Goldberger, Special Counsel
Rensselaer County Attorney's Office
1600 Seventh Avenue
Troy, NY 12180

Re: Rensselaer County/UPSEU Contract: Section 24.1.c

Dear Bryan:

With respect to the May 8, 2007 letter from Kathy Wright please be advised that the current cost for the County's administration of the health/dental/vision plans is \$21,600 annually. However, none of this amount is charged to employees since it is not added to premium rates used to calculate payroll contributions.

If you have any questions regarding the above please call me at 283-6650 x104.

Sincerely,



John Johnson
President





**RENSSELAER COUNTY
BUREAU OF BUDGET
NED PATTISON GOVERNMENT CENTER
TROY, NEW YORK 12180
PHONE: (518) 270-2920
FAX: (518) 270-2969**

**Stacey A. Farrar
Budget Director**

To: Thomas C. Hendry
Director of Human Resources

Bryan J. Goldberger
Special Counsel

From: Stacey A. Farrar
Director of Budget

Date: May 30, 2007

Re: CSEA 2004-2008 Salary Schedules

Attached please find the salary schedules reflecting the rate increases approved within the 2004-2008 CSEA agreement. These schedules should be included as an addendum to the printed contract. Please signify your concurrence with the rates contained herein. During your review process, please keep in mind that there are 262 workdays in 2004, 260 workdays in 2005, 260 workdays in 2006, 261 workdays in 2007, and 262 workdays in 2008.

Thank you for your immediate attention to this matter. If you have any questions or require additional information, please feel free to contact me.

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JUN - 1 2007
RENSSELAER COUNTY
BUREAU OF HUMAN RESOURCES

2005 NEW RATES

ANNUAL HOURS 2,080 Position	Base Salary	Step 1 1+ Years	Step 2 3+ Years	Step 3 5+ Years	Step 4 7+ Years	Step 5 10+ Years	Step 6 12+ Years	Step 7 15+ Years	Step 8 17+ years	Step 9 20+ years	no step 10
Communications Officer	\$36,765.40	\$38,377.98		\$40,313.28	\$40,796.31	\$41,521.91	\$42,006.00	\$43,295.85	\$43,779.94		OK
HOURLY RATE	\$17.675673	\$18.450952		\$19.381385	\$19.613611	\$19.962457	\$20.195192	\$20.815313	\$21.048048		
Percentage of change	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	
DIFFERENCE BETWEEN STEPS		\$1,613	\$484	\$1,451	\$483	\$726	\$484	\$1,290	\$484	\$1,371	
Supervisor	\$39,990.55	\$41,603.13	\$42,086.15	\$43,538.43	\$44,021.45	\$44,747.06	\$45,231.15	\$46,521.00	\$47,005.09	\$48,376.15	OK
HOURLY RATE	\$19.226226	\$20.001505	\$20.233726	\$20.931938	\$21.164159	\$21.513010	\$21.745745	\$22.365865	\$22.598601	\$23.257764	
Percentage of change	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	
DIFFERENCE BETWEEN STEPS		\$1,613	\$483	\$1,452	\$483	\$726	\$484	\$1,290	\$484	\$1,371	

2006 NEW RATES

ANNUAL HOURS 2,080 Position	Base Salary	Step 1 1+ Years	Step 2 3+ Years	Step 3 5+ Years	Step 4 7+ Years	Step 5 10+ Years	Step 6 12+ Years	Step 7 15+ Years	Step 8 17+ years	Step 9 20+ years	no step 10
Communications Officer	\$31,765.00	\$33,765.00	\$40,222.24	\$41,724.25	\$42,224.18	\$42,975.18	\$43,476.21	\$44,811.20	\$45,312.24	\$46,731.29	\$48,150.29
HOURLY RATE	\$15.271635	\$16.233173	\$19.337615	\$20.059736	\$20.300087	\$20.661144	\$20.902024	\$21.543846	\$21.784731	\$22.466966	\$23.149178
Percentage of change	-13.60%	-12.02%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	
DIFFERENCE BETWEEN STEPS		\$2,000	\$6,457	\$1,502	\$500	\$751	\$501	\$1,335	\$501	\$1,419	\$1,419
Supervisor	\$35,576.80	\$37,576.80	\$44,091.80	\$45,896.67	\$46,396.60	\$47,147.60		\$48,983.63	\$49,484.66	\$50,903.71	\$52,322.71
HOURLY RATE	\$17.104231	\$18.065769	\$21.197981	\$22.065707	\$22.306058	\$22.667115		\$23.549822	\$23.790702	\$24.472938	\$25.155149
Percentage of change	-11.04%	-9.68%	4.77%	5.42%	5.40%	5.36%	5.34%	5.29%	5.28%	5.22%	
DIFFERENCE BETWEEN STEPS		\$2,000	\$6,515	\$1,805	\$500	\$751	\$501	\$1,335	\$501	\$1,419	\$1,419
			10.604%	10.604%	10.604%	10.604%	10.604%	10.604%	10.604%	10.604%	
			11.956%	12.652%	12.630%	12.597%	12.575%	12.521%	12.501%	12.447%	

2007 NEW RATES

ANNUAL HOURS 2,088 Position	Base Salary	Step 1 1 + Years	Step 2 3 + Years	Step 3 5 + Years	Step 4 7 + Years	Step 5 10 + Years	Step 6 12 + Years	Step 7 15 + Years	Step 8 17 + years	Step 9 20 + years	no step 10
Communications Officer	\$32,007.00	\$34,007.00	\$41,630.02	\$43,184.59	\$43,702.02	\$44,479.31	\$44,997.88	\$46,379.60	\$46,898.17	\$48,366.88	\$49,835.55
HOURLY RATE	\$15.329023	\$16.286877	\$19.937749	\$20.682275	\$20.930086	\$21.302352	\$21.550709	\$22.212452	\$22.460809	\$23.164215	\$23.867601
Percentage of change	0.76%	0.72%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
DIFFERENCE BETWEEN STEPS		\$2,000	\$7,623	\$1,555	\$517	\$777	\$519	\$1,382	\$519	\$1,469	\$1,469
Supervisor	\$35,576.80	\$37,576.80	\$45,199.82	\$47,503.05	\$48,020.48	\$48,797.77	\$49,316.34	\$50,698.05	\$51,216.63	\$52,685.34	\$54,157.34
HOURLY RATE	\$17.038697	\$17.996552	\$21.647423	\$22.750503	\$22.998314	\$23.370580	\$23.618937	\$24.280675	\$24.529037	\$25.232443	\$25.937423
Percentage of change	0.00%	0.00%	2.51%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.51%
DIFFERENCE BETWEEN STEPS		\$2,000	\$7,623	\$2,303	\$517	\$777	\$519	\$1,382	\$519	\$1,469	\$1,472

2008 NEW RATES

ANNUAL HOURS 2,096 Position	Base Salary	Step 1 1 + Years	Step 2 3 + Years	Step 3 5 + Years	Step 4 7 + Years	Step 5 10 + Years	Step 6 12 + Years	Step 7 15 + Years	Step 8 17 + years	Step 9 20 + years	no step 10
Communications Officer	\$32,327.07	\$34,347.07	\$41,970.09	\$44,696.06	\$45,231.59		\$46,572.81		\$48,539.60	\$50,059.72	\$51,579.79
HOURLY RATE	\$15.423220	\$16.386961	\$20.023898	\$21.324456	\$21.579957		\$22.219852		\$23.158206	\$23.883454	\$24.608678
Percentage of change	1.00%	1.00%	0.82%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
DIFFERENCE BETWEEN STEPS		\$2,020	\$7,623	\$2,726	\$536	\$804	\$537	\$1,430	\$537	\$1,520	\$1,520
Supervisor	\$35,932.57	\$37,952.57	\$45,575.59	\$49,165.66	\$49,701.20	\$50,505.69	\$51,042.41	\$52,472.49	\$53,009.21	\$54,529.33	\$56,060.33
HOURLY RATE	\$17.143402	\$18.107142	\$21.744079	\$23.456899	\$23.712405	\$24.096226	\$24.352295	\$25.034585	\$25.290654	\$26.015902	\$26.746341
Percentage of change	1.00%	1.00%	0.83%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.51%
DIFFERENCE BETWEEN STEPS		\$2,020	\$7,623	\$3,590	\$536	\$804	\$537	\$1,430	\$537	\$1,520	\$1,531