

**AGREEMENT**

**between the**

**COUNTY OF ALBANY**

**and the**

**ALBANY COUNTY WATER PURIFICATION DISTRICT UNIT**

**of the**

**ALBANY COUNTY LOCAL 801**

**of the**

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.**

**JANUARY 1, 2020 - DECEMBER 31, 2021**

## **TABLE OF CONTENTS**

<u>Article</u>	<u>Page</u>
I Recognition .....	4
II Dues Deductions .....	4
III Union Rights .....	4
IV Rights of Employees .....	5
V Salary .....	5
VI Absence With Pay .....	7
VII Leaves Without Pay .....	17
VIII Drawing of Earned Credits Upon Separation or Entry Into Armed Forces ...	19
IX Overtime .....	19
X Health and Disability Insurance & Retirement .....	20
XI Mileage Allowance .....	24
XII Labor Management Meetings .....	24
XIII Past Practice .....	25
XIV Seniority .....	25
XV Grievance Procedure .....	26
XVI Disciplinary Action .....	28
XVII Drug and/or Alcohol Testing .....	30
XVIII Due Process Hearing .....	32
XIX Indemnification .....	32
XX Working Conditions .....	38
XXI Probationary Period .....	44
XXII Layoff .....	45

## **TABLE OF CONTENTS (cont.)**

XXIII	Miscellaneous.....	47
XXIV	Savings Clause .....	49
XXV	Legislative Action.....	49
XXVI	Duration of Agreement .....	50
	Signature Page .....	50
	Appendix A.....	51
	Appendix B .....	52
	Appendix C .....	53

## **ARTICLE I** □ **RECOGNITION/COLLECTIVE BARGAINING UNIT**

**SECTION 1.** The collective bargaining unit for the CSEA Albany County Water Purification District shall be comprised of the titles set forth in Appendix "A".

**SECTION 2.** All titles within the Albany County Water Purification District listed in Appendix "B" are excluded from the bargaining unit.

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

## **ARTICLE II** □ **DUES DEDUCTIONS**

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

## **ARTICLE III** □ **UNION RIGHTS**

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

## ARTICLE IV ☐ RIGHTS OF EMPLOYEES

1. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the Employer.
2. Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisal from the Employer or its agents.

## ARTICLE V ☐ SALARY

**SECTION 1.** The salaries of all employees shall be adjusted by the following:

Fully retroactive to    1/1/20: 2%  
                                     1/1/21: 2%

Immediately upon execution of this agreement, all employees in the bargaining unit shall receive a one-time clothing allowance payment of \$600.

All increases applied under this section shall apply to those employees on the payroll on or after the signing of this agreement and/or any employees who have separated service due to retirement or disability since January 1, 2020.

**SECTION 2.** Effective and retroactive to January 1, 2020, all employees who receive a satisfactory evaluation shall receive salary steps included in their base as follows:

<b>MONTHS OF CONTINUOUS SERVICE</b>	<b>INCREASE</b>	<b>TOTAL</b>
6	4%	4%
12	4%	8%

Additionally all new Process Operators hired after January 1, 2021 and all Process Operators hired before January 1, 2021 who choose to obtain the required certifications will be compensated on the following salary schedule:

<b>Operator Title</b>	<b>After 6Months of Continuous Service</b>	<b>After 12Months of Continuous Service</b>	<b>Total % Increase (See Note 1)</b>	<b>Top Salary Tier by Title</b>	<b>Requirements of Receiving Top Tier Pay</b>
Process Operator 1	3%	3%	6%	43,309.77	See Note 2
Process Operator 2	3%	12%	15%	51,952.94	See Note 3

Process Operator 3	3%	12%	15%	62,016.20	See Note 4
--------------------	----	-----	-----	-----------	------------

Note 1: All salary steps increases will be conditional on the Employee receiving a satisfactory performance evaluation. The Employee's entry level salary will be calculated by subtracting the total percent increase value from the top salary tier value listed above.

Note 2: To receive top salary pay Employees are required to successfully pass the Wastewater Basic Operations Course as outlined in the New York Water Environment Associates (NYWEA) Wastewater Treatment Plant Operations Certification Manual. Passage of the Basic Operations Course will be a requirement of completing probation and the employee receiving permanent status.

Note 3: To receive top salary pay Employees are required to successfully obtain a Grade 2A Operator Certification as outlined in the NYWEA Wastewater Treatment Plant Operations Certification Manual.

Note 4: To receive top salary pay Employees are required to successfully obtain a Grade 3A Operator Certification as outlined in the NYWEA Wastewater Treatment Plant Operations Certification Manual.

If an employee does not receive a satisfactory evaluation for either the six (6) month or twelve (12) month step, he or she shall be entitled to appeal the evaluation to the Commissioner of Human Resources or his or her designee. The decision of the Commissioner of Human Resources or his or her designee shall be final and shall not be subject to the Article XV Grievance Procedure.

**SECTION 3.** The County agrees to provide Longevity according to the following:

<b>YEARS OF COMPLETED SERVICE</b>	<b>AMOUNT</b>
3 - 4 years	\$150
5 - 6 years	\$350
7 - 9 years	\$600
10 - 14 years	\$900
15 - 19 years	\$1250
20 - 24 years	\$1700
25+ Years	\$2250

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

# ARTICLE VI<sup>□</sup> ABSENCE WITH PAY

## SECTION 1. Holidays:

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

In addition, an employee who is regularly scheduled for an eight (8) hour shift may take eight (8) hours as 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. An employee who is regularly scheduled for a twelve (12) hour shift may take twelve (12) hours as a floating holiday in accordance with the terms above. Such approval shall not be unreasonably withheld. The floating holiday must be used by the end of the calendar year.

- b. An employee who works on a holiday shall be compensated for the holiday at two (2) times his or her regular hourly rate for the number of hours worked. This provision shall apply only on the day the holiday is observed.
- c. When a holiday falls on the scheduled day off of an operating employee, the employee shall be compensated for the holiday at straight time.
- d. If an employee who is scheduled to work on a holiday calls in to use authorized leave, he or she will receive full pay for his or her scheduled hours and will not be required to charge his or her accruals if the employee provides a doctor's note.
- e. If an employee works on a holiday at double time and is held over for another shift on the holiday, the additional time work will be paid at double time.
- f. All employees shall receive double time pay for the entirety of the shift if the majority (at least 50%) of the shift's hours fall on a holiday.
- g. If an employee is not scheduled to work on a holiday and is called in to work the holiday, the employee shall receive double time for all time

worked plus comp time equivalent to one half (1/2) the number of hours worked.

- h. An employee scheduled to work on the regular work days before a holiday, a holiday, or the day after a holiday shall report to work or forfeit his or her holiday pay. This provision is not applicable when such employee is on duly authorized leave. In this instance(s) the employee shall be deemed to have worked and shall receive his or her holiday pay as well as any other pay due to him or her. For purposes of determining duly authorized leave, sick leave shall not be considered as duly authorized leave unless the employee provides a doctor's note.

## **SECTION 2. Sick Leave**

- a. Sick leave is absence with pay necessitated by the illness or other physical disability of the employee.
- b. Sick leave is to be earned and accrued at a rate of one hundred and four (104) hours per year. An employee may accumulate such credits up to a total of one thousand three hundred and twenty (1320) hours. Sick leave shall be accrued proportionately upon the completion of each payroll period. When the 1320 hour cap is reached, no additional sick leave shall accrue.
- c. An employee absent on sick leave shall notify his/her supervisor of such absence and the reason thereof on the first day of such absence and within one hour prior to the beginning of his/her workday. Sick leave credits may be used in such units as the appointing authority may approve, but shall not be used in units of less than one quarter (1/4) hour increments.
- d. Before absence for personal illness may be charged against accumulated sick leave credits, the appointing authority may require such proof of the illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the Authority by a physician, after the third consecutive day of absence. In the event of failure to submit proof of illness upon request within three business days (3) of the request, or in the event that upon such proof as is submitted or upon the report of medical examination, the appointing authority finds that there is no satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties such absence may be considered as unauthorized leave and shall not be charged against accumulated sick leave credits. The three business days provided to the employee to submit proof of illness shall be extended if the employee provides evidence that circumstances beyond his or her control prevented him or her from complying with the three business days requirement.



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

### **SECTION 3. Extended Sick Leave**

- a. The appointing authority may, in its discretion, advance sick leave credits to an employee absent due to personal illness who has exhausted his/her accumulated sick leave, vacation, and overtime credits. Such advance sick leave credits shall be repaid, as soon as practicable after the employee's return to duty, from subsequent accumulations of time credits. The outstanding unrepaid sick leave credits advanced to any employee under the provisions of this part shall not at any time exceed a total of one hundred and four (104) hours in any calendar year.
- b. Upon termination of the employee's services, any such advance of sick leave not offset by subsequent accumulations of sick leave, vacation and overtime credits, shall be deducted from the salary or wages due the employee.

### **SECTION 4. Sick leave at Half-Pay**

- a. The Commissioner of Human Resources or his/her designee, after receiving recommendation from the Department Head, may at his/her sole discretion, grant sick leave at half-pay for personal illness to an employee having not less than one (1) year of continuous service after all sick leave, personal leave, vacation leave and floating holiday and overtime credits have been used and the maximum grant of advanced sick leave has been exhausted, provided however, that the cumulative total of all sick leave at half-pay hereafter granted to any employee during his/her County service shall not exceed two (2) pay periods for each completed six (6) months of his/her County service.
- b. Employees granted sick leave at half pay are responsible for 50% of their health insurance premium costs.

### **SECTION 5. Personal Leave**

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

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

January 1 To March 15	40 hours
March 16 to May 31	32 hours
June 1 to August 15	24 hours
August 16 to October 31	16 hours
November 1 to November 30	8 hours

- b. Any person who was separated or granted leave of absence without pay from County service prior to the effective date of these rules and is hereafter re-employed or reinstated in County service, shall be credited with the appropriate personal leave days as outline above in Section 1a.
- c. If an employee is separated from County service or granted a leave of absence without pay from County service, and thereafter is reinstated or re-employed within one (1) year following the last date upon which personal leave was credited to him/her, the unused personal leave standing to his/her credit at the time of separation or leave of absence shall be restored to him/her.
- d. If an employee is separated from County service, or granted a leave of absence without pay from County service, and thereafter is reinstated or re-employed more than one (1) year following the last date upon which personal leave was credited to him/her such reinstatement or re-employment shall be deemed to be new entry into County service for the purposes of crediting personal leave.
2. Personal leave shall not be cumulative, and any personal leave credit remaining unused by an employee on the date immediately preceding the calendar year upon which he/she is entitled to receive new personal leave credits hereunder shall be canceled. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death.
3. Personal leave credits must be used in such units as the appointing authority may approve, but may not be used in units of less than one half (1/2) hour increments.
4. Personal leave shall be granted with two (2) days prior notice, 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 requests of one-half day or less that are requested on the same day shall be granted, if the request is in writing and minimum

staffing levels are in existence as determined by the Director or his or her designee.

## **SECTION 6. Bereavement Leave**

Each employee shall be granted up to three (3) work days per death with pay for death in the immediate family. Immediate family shall be defined as an employee's spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, step parents and step children, as well as a designated domestic partner and the parents, children, grandparents and grandchildren of the designated domestic partner. If requested by the County the employee shall provide verification of the need for bereavement leave.

## **SECTION 7. Leave for Extraordinary Weather Conditions**

- a. The County Executive or his/her designee may, in his/her discretion, grant employees time off with pay on account of excess heat or other extraordinary weather conditions. However, all employees working at the Water Purification District with the exception of Custodians may be considered essential employees, and as such may not be included in personnel that is eligible to have time off for these circumstances.
- b. Such time off shall be charged against accumulated vacation, overtime or sick leave credits, or may, with the approval of the appointing authority, be allowed as personal leave.
- c. An employee, who has reported for duty and, because of extraordinary circumstances beyond the employee's control, is directed to leave work, shall not be required to charge such directed absence during such day to leave credits.

## **SECTION 8. Workers' Compensation**

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

**A. Reporting Occupational Accidents/Disease.** Employees are required to immediately inform County management upon their involvement in an occupational accident or upon being diagnosed with occupational disease. The Worker's Compensation Law requires that

accidents be reported within 30 days of their occurrence. The employee must complete an Incident Report. This report should be as detailed as possible and must be signed by the employee. The Employer or supervisor must complete and sign the reverse side of the Incident Report. If, because of the hospitalization or the nature of disability, the employee is unable to sign the Incident Report, a union representatives or family representative may sign for the employee.

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

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

a.) **Initial Seven Days.** The first seven (7) days (five work days) of the absence will be charged to sick leave credits, or to other paid leave credits available if sick leave is exhausted

b.) **Period concurrent with FMLA Leave.** If the employee cannot return to work by the eighth calendar day, he or she will be placed on worker's compensation leave, which shall run concurrent with FMLA leave. Paid and unpaid leaves shall run concurrent with FMLA leave. Employees must exhaust all leave credits including compensatory time. The election of using vacation leave credits to offset unpaid leave during the FMLA leave either in part or in total is an option of the employee; however, the designation not to use vacation leave credits must be made at the time the employee is approved for FMLA leave. The employee's subsidized health insurance shall be continued in accordance with FMLA and County policy. If the employee exhausts leave credits prior to the completion of 12 weeks of FMLA, the following will apply:

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

calendar month which follows the expiration of FMLA leave and accumulated time is exhausted. Employees may request continuation of coverage at the cobra rates. (100% of the costs.)

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

- 1.) If the employee elected to freeze vacation accruals during the FMLA leave period. The employee will now be required to exhaust those accruals during the continued workers compensation leave.
- 2.) If the employee has additional leave credits, the employee is required to exhaust all leave during the absence. While drawing down on leave credits the employee will continue to accrue leave credits.
- 3.) If the employee does not have any remaining leave credits, the employee will be removed from the County payroll and placed in a workers compensation unpaid leave status. The employee will be eligible to collect statutory indemnity (wage replacement) benefits from the County worker's compensation claims administrator.

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

**D. Controverted Worker's Compensation Case.** In a case where the County elects to controvert an employee's workers' compensation claim the employee shall be place on a 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. Provided minimum staffing levels are in place, the Employer will make temporary and reasonable accommodations, which will enable the employee to gradually return to his/her position at full duty. For purposes of this section, minimum staffing levels shall be three (3) maintenance employees and two (2) operators on non-burn days or four (4) operators on burn days. 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 Employer's discretion light duty may be suspended if progression is not duly noted. Light duty assignments will not extend beyond a cumulative of six months. The Employer reserves the right to seek independent medical examinations for evaluation of the employee's status every 60 days. If an employee declines light duty, Albany County employee benefits may be suspended. Total cooperation from the employee is expected.

1. **Light/Modified Duty During FMLA Leave.** During the period of FMLA leave, the Department of Human Resources shall work with interested employees to identify opportunities for temporary light or modified duty assignments. Employees on temporary light or modified duty shall only be assigned tasks for which they are qualified. During FMLA leave, an employee may turn down an offer for light or modified duty assignment from the County. An employee's benefits under the workers' compensation law may also be negatively affected by a refusal to accept a light or modified duty assignment.\*
2. **Light/Modified Duty Following FMLA Leave.** If the employee has not recovered from his or her injury by the completion of FMLA leave, the County may condition the employee's reinstatement rights on

acceptance of an appropriate light or modified duty assignment. An employee's benefits under the workers' compensation law may also be negatively affected by a refusal to accept a light or modified duty assignment.\*

3. **Pay and Benefits While on Temporary Light or Modified Duty.** The County will make efforts to assign an employee on temporary light or modified duty tasks commensurate with his/her experience and pay level. However, such assignments cannot always be guaranteed. Nevertheless, an employee on temporary light or modified duty shall be paid at his or her normal hourly rate of pay for all hours worked. An employee on temporary or light duty shall also accrue the same benefits and seniority as when working in a normal capacity.
4. **Duration of Temporary Light or Modified Duty.** Temporary or light duty assignments shall extend only for the period medically necessary and in no case longer than twenty-six weeks. Periodic medical examinations may be required by the County to ascertain whether or not the employee can return to full time regular duty.

\*the unit president shall be notified of refusals.

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

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

## SECTION 9. Vacation

- a. Vacation credits shall be earned as follows:

ANNIVERSARY DATE	VACATION CREDIT
After 6 months	½ of first years credit
1 year	80 hours
2 years	120 hours
7 years	136 hours
10 years	160 hours

20 years	200 hours
----------	-----------

- b. After six (6) months of employment, vacation shall be accrued proportionately upon the completion of each payroll period. All vacations earned may be accumulated.
- c. Vacation requests will be submitted on January 2<sup>nd</sup> for the upcoming year. These requests must be approved by the District before the leave time may be taken. The District will make determination of approvals by January 31<sup>st</sup>. Seniority within each plant, job title and date the request is received will be the basis for approving vacation.
- d. Any vacation requests received after January will be approved based on the order in which they are received, and necessary staffing levels. Such vacation requests must be submitted two (2) business days in advance if the employee is requesting to use two (2) days or fewer. Such vacation requests must be submitted ten (10) business days in advance if the employee is requesting to use more than two (2) days of leave. Management shall have discretion to approve vacation requests with less notice than required above.
- e. Vacations may be taken in the year in which it was earned.
- f. 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 hour increments.

## SECTION 10. Other Leaves

- a. Leave for Subpoenaed Appearance and Jury Attendance: On proof of the necessity of (1) jury service, or (2) appearance as a witness pursuant to subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with no charge against leave credits; provided, however, that this Section shall not apply to any absence by an employee occasioned by such an appearance if he/she is a party. In the event that jury duty requires actual service of fewer than four (4) hours, all employees other than third shift employees shall be required to report to work for the remainder of their shift on that day. Third shift employees shall not be required to report to work on days of actual service on a Jury of fewer than four (4) hours. In addition, third shift employees shall receive jury duty leave on the shift immediately preceding their actual jury duty. Verification of actual service is required.
- b. Leave for Civil Service Examination: Employees shall be allowed to leave with pay to take New York State Civil Service examinations at the appropriate center, provided that at least two (2) weeks written notice to the appointing authority shall be given by the employee unless the



notification by the State is subsequent to said time, in which event the employee must present the notification card received from the State to the appointing authority to demonstrate that two (2) weeks notice could not have been given. Third shift employees shall be granted leave for the shift immediately prior to the day of the New York State Civil Service Examination. However, leave shall only be granted in situations that minimum staffing levels are available to perform the operations of the Water Purification District, as determined by the sole discretion of the Executive Director, or his/her designee. In the event that a provisional employee is denied leave for the Civil Service Examination for his or her current position, that employee shall not lose his or her provisional appointment.

- c. Leave Required by Law: The appointing authority shall grant any leave of absence, with pay, required by law.
- d. Leave for Civil Defense Duties: Upon certification by the State Director of Civil Defense of the necessity for the participating in State or local Civil Defense drills of an employee enrolled as a Civil Defense Volunteer and required to perform Civil Defense duties pursuant to the State Civil Defense Emergency Act, the appointing authority may allow such employee to absent him/herself from his/her position, without loss of pay or charge against leave credits, for such time as is necessary for the participation in such drills, but not exceeding cumulatively five (5) work days per calendar year.
- e. Emergency Service Personnel: Employees who are volunteer Emergency Service Personnel (volunteer fire person, rescue/ambulance squad members, including drivers) shall be allowed up to forty (40) hours off with pay without charge to leave accruals when called for an emergency situation. However, said personnel must produce a letter from the fire company or rescue/ambulance squad verifying their absence. With approval from the Executive Director, the above referenced forty (40) hours with pay can be extended.
- f. Each employee shall receive four hours of paid leave for cancer screening, including, but not limited to, breast cancer screening and prostate cancer screening.

## ARTICLE VII ☐ LEAVES WITHOUT PAY

### SECTION 1. Parenting Leave

- A. An employee shall be allowed a leave of absence for a period of six (6) months upon the birth or adoption of his or her child. This leave may be extended by the Executive Director or designee for up to one (1) year. The first twelve (12) weeks of this leave of absence may be designated as Family and Medical Leave in accordance with the Family and Medical Leave Act. Spouses who are employed by the County may not seek simultaneous parenting leaves for the same birth or adoption. However, they may utilize a combined total of twelve (12) weeks of Family and Medical Leave.
- B. Employees must use their accumulated sick, personal and compensation time during the first twelve (12) weeks of leave. However, the use of vacation time is optional, but the employee's choice must be stated at the beginning of the leave.
- C. Employees shall reduce the period of leave without pay by the use of any or all of his or her accumulated sick leave (for the period of disability only), vacation time, personal leave and compensatory time. Employees shall have the option of using accumulated leave time at a half time rate while on parenting leave.
- D. An employee shall be eligible for sick leave at half pay and extended sick leave in accordance with the existing Civil Service Rules and Article VI, Section 4 of this Agreement.
- E. A physician's certificate as to the fitness of the employee for the performance of her duties may be required from a female employee returning to work following childbirth.
- F. The County agrees that an employee returning from authorized parenting leave will be reinstated to the title from which he or she left.

**SECTION 2. Leave of Absence Duration**

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

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

## **ARTICLE VIII □ DRAWING OF EARNED CREDITS UPON SEPARATION OR ENTRY INTO ARMED FORCES**

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

### **SECTION 1. Payment for Accruals Upon Separation**

At the time of separation from County service, an employee with a hire date prior to March 1, 2013, his/her estate, or beneficiary, as the case may be, shall be compensated in cash for vacation credits not in excess of five hundred and twenty (520) hours 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. Employees with a hire date of March 1, 2013 or after shall be entitled to a maximum of two hundred and forty (240) hours unused vacation leave that may be liquidated upon separation. No employee who is removed from County service as a result of disciplinary action or who resigns after charges of incompetency of misconduct have been served upon him/her shall be entitled to compensation for vacation credits under the provisions of this part

### **SECTION 2. Payment for Accruals Upon Entry into Armed Forces**

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

### **SECTION 3. Pay for Military Leave**

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

## **ARTICLE IX □ OVERTIME**

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

Employees shall have the opportunity to accumulate compensatory time at the rate of one and one-half (1½) times the hours worked in excess of forty (40) hours in

any given workweek. Such compensatory time shall be in lieu of pay. A maximum of 140 hours compensatory time may be accumulated at any one time. Only seventy (70) hours of compensatory time may be carried across County fiscal years. Compensatory time in excess of seventy (70) hours remaining to an employee's credit at the final pay period of the County fiscal year shall be liquidated in cash at the employee's regular hourly rate. Use of compensatory time must have ten (10) business days prior approval for use of more than two (2) days. Use of compensatory time must have two (2) business days prior approval for use of two (2) days or fewer. Management shall have discretion to approve leave requests with less notice than required above.

**SECTION 2.** For purposes of determining overtime payments, all vacation, personal and holiday paid leave shall be counted as time worked. Sick time and compensatory time shall not count toward the 40 hours of actual time worked.

**SECTION 3.** The County shall establish an overtime roster by seniority. The roster shall be maintained by indicating the total number of hours worked for each employee. Whenever there is an opportunity for overtime, the overtime shall be offered to the employee with the fewest number of hours. For the purpose of equalizing this overtime, all hours offered shall be counted as hours worked.

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

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

**SECTION 6.** Medical documentation will allow an employee to sign off the overtime list for the period of documentation.

<p style="text-align: center;"><b>ARTICLE X</b> <input type="checkbox"/> <b>HEALTH AND DISABILITY</b> <b>INSURANCE AND RETIREMENT</b></p>
---

**SECTION 1. Eligibility**

- A. The Employer shall provide hospitalization and major-medial insurance for each employee and the employee's eligible dependent(s).
- B. A new employee shall be eligible for hospitalization and major-medial insurance on the first of the month after completing one complete calendar month of continuous service. (For example, if an employee goes on the payroll on July 2nd, such employee's coverage will begin on September

1st. If an employee goes on the payroll on July 1st, such employee's coverage will begin on August 1st).

## **SECTION 2. Insurance Plan**

- A. The Employer will offer a self-funded health insurance plan for each employee and the employee's eligible dependent(s). The plan is a Preferred Provider Organization (PPO) with both in-network and out-of-network benefits available.
- B. The office visit co-pay (PPO Option) shall be fifteen dollars (\$15) per visit.
- C. Albany County Formulary Prescription Drug Plan shall remain in effect as follows:

The following three tier prescription drug formulary will be in effect:

<b>RETAIL</b>	<b>CO-PAY</b>
Generic	\$5
Preferred Formulary Brand	\$15
Non-Formulary Brand	\$60
<b>DOMESTIC MAIL</b>	<b>90 DAY SUPPLY</b>
Generic	\$5
Preferred Formulary Brand	1x Retail (\$15)
Non-Formulary	1x Retail (\$60)
<b>NON-DOMESTIC MAIL</b>	<b>90 DAY SUPPLY</b>
Preferred Formulary Brand	\$0
Non-Formulary	\$0

## **SECTION 3. Premium Payments**

- A. For a full-time employee on the payroll as of December 31, 1988, the Employer will pay one hundred percent (100%) of the plan premium for individual and/or dependent coverage.
- B. For a full-time employee hired on or after January 1, 1989, and prior to January 1, 2021, the Employer will pay ninety percent (90%) of the plan premium for individual and/or dependent coverage.
- C. For a full-time employee hired on or after January 1, 2021, the Employer shall pay eighty-five percent (85%) of the plan premium.
- D. The parties mutually agree that a part-time employee, working fifty percent (50%) or more, but less than full time, will be responsible for fifty (50%)

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

- D. The parties agree that full time employees who retire from County service, with health insurance benefits, may continue said health benefits as allowed for as a retiree under the authority of the Albany County Legislature, when and if they return to work for the County, regardless of the hours worked.
- E. Albany County shall provide coverage for retirees and their dependents as provided in the Rules and Regulations for Albany County Employees, and as amended and in effect on January 1, 2020. Albany County shall provide fully paid Medicare supplemental coverage to all Medicare eligible retirees and spouses.

#### **SECTION 4. Coordination of Benefits**

For those employees whose spouses are also County employees, only one spouse is entitled to family coverage. The County shall have the right to verify marital status. There shall be no buyout available to any person that is receiving a health care benefit from the County of Albany through the plan of another County of Albany employee.

#### **SECTION 5. Health Insurance Buy-Out Option**

- A. 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, provided that the remaining family members are no covered or paid by an Albany County health plan. An employee who is eligible for but does not elect individual coverage under the County's health insurance plan will receive \$1,000 annually in lieu of receiving individual coverage, provided that the employee is forgoing all coverage paid by Albany County.
- B. No employee shall be eligible to receive any payment authorized by the foregoing paragraph unless the employee shall have presented proof to the County that such employee and such employee's eligible dependents are covered by a plan of medical and health insurance benefits, other than a County of Albany Plan, or a plan paid for in part by the County of Albany, for the entire year that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the County.

- C. The employee will receive such payment during the third week of July and on the last pay period in December for the preceding six (6) months provided the presentation of the required proof of coverage has been received. It is the obligation of the employee to notify the County of a termination of alternative medical and health insurance coverage. Health insurance buy-out will be prorated at separation. Health insurance buy-out will also be prorated for all part-time employees.

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

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

**SECTION 8.**

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

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

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

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

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

**SECTION 10. Retirement**

- A. The County shall continue the New York State Retirement Plan 75-i.
- B. The County shall provide benefits pursuant to Section 41-j of the Retirement and Social Security Law.

**SECTION 11. Disability Insurance**

Albany County shall provide, at the County's sole expense, New York Statutory Disability which includes the following:

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

<h2>ARTICLE XI □ MILEAGE ALLOWANCE</h2>
---

The County agrees to provide a mileage allowance equal to the current I.R.S. approved rate for any member of the bargaining unit who, with prior approval from the Executive Director or his/her designee, uses his/her personal vehicle for approved County business.

Payments for mileage reimbursement will be made within 30 working days of submission. District vehicles shall be provided to licensed employees required to travel between Plants. Mileage will only be offered if a County vehicle is not available and prior approval from the Executive Director is granted to the employee.

The Albany County Travel Policy and Vehicle Use Policy in existence at the time of the execution of this Agreement, and as may be amended, shall be in full force and effect throughout the term of this Agreement.

<h2>ARTICLE XII □ LABOR MANAGEMENT MEETINGS</h2>
--

**SECTION 1. Statement of Purpose:** To establish a standing committee composed of equal representation by labor and management with the specific mission of resolving



safety and health issues, 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 quarterly meetings by this committee if requested by either party. The committee shall be composed of an equal number of members from the union 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.

**SECTION 3. Meeting Structure:** The committee shall meet quarterly. Each side shall submit agenda items no later than three (3) days before the meeting. If no agenda items are submitted by either side, that quarter's meeting shall be cancelled.

## ARTICLE XIII □ PAST PRACTICE

Any provisions of the Rules and Regulations for Albany County Employees that are not in contradiction to the specific terms of this Agreement shall remain in full force and effect. All written policies and procedures of the Water Purification District that are not in contradiction to the specific terms of this agreement shall remain in full force and effect.

There shall be no reference to any "past practice" if such practice contradicts the language of this Agreement, or the language of the Rules and Regulations for Albany County Employees, or the written policies and procedures in effect at the time this Agreement is executed.

## ARTICLE XIV □ SENIORITY

**SECTION 1.** For all employees hired on or before the date of execution of this agreement, seniority shall be defined as the length of continuous service with the Albany County Water Purification District without a break of service of over twelve (12) months. For all employees hired after the execution date of this agreement, seniority shall be defined as the length of continuous service from the first date of employment within the bargaining unit without a break of service of over twelve (12) months. Any break in service of less than twelve (12) months will not count towards the employee's seniority. Only time on full pay status or an approved paid leave shall count towards seniority.

**SECTION 2. Promotions**

When filling permanent promotional positions, County of Albany Water Purification District shall review several factors, including, but not limited to the following:

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

### **SECTION 3. Anniversary Date**

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

### **SECTION 4. Posting of Positions**

The County shall post notices for promotional positions, new positions, and vacated positions, that are within the bargaining unit, for ten (10) days before filling the position. Such notice for new titles shall include the position, rate of pay, qualifications required and work location. This shall provide an opportunity for all qualified employees in our bargaining unit, as well as any other qualified person, to apply for said open position.

## **ARTICLE XV ☐ GRIEVANCE PROCEDURE**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1. Definition**

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

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

#### **SECTION 2. Procedure**

##### **☐ STEP ONE - INITIATION**

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

- 2.1** If an individual employee or the Association believes that there has been a grievance, the Association may file a formal complaint on behalf of the aggrieved employee or employees. The grievance shall specify the nature of the grievance, including the section of the Agreement that was allegedly violated.
- 2.2** The grievance must be submitted, in writing, to the Executive 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.
- 2.3** Within fifteen (15) calendar days after receiving the grievance, the Executive Director, or the Executive Director's designee, shall meet with the aggrieved employee(s) and the employee(s) of the Association. Within fifteen (15) calendar days after said meeting, the Executive Director shall issue a written response to the grievance. Said response shall be given to the President of the Unit.

**□ STEP TWO - APPEAL**

- 2.4** In the event the Association is not satisfied with the Executive Director's response or no response is received, it may within fifteen (15) calendar days after the response is due, refer the grievance to the Commissioner of Human Resources.
- 2.5** The Commissioner of Human Resources shall hold a hearing within thirty (30) calendar days of receipt of the grievance. A written decision shall be given to the Union no later than fifteen (15) working days following said hearing.

**□ STEP THREE - APPEAL**

- 2.6** If the Association is not satisfied with the response to the grievance at Step Two, the Association may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations unless the parties develop a mutually agreed upon panel of neutrals and attendant procedures. The demand for arbitration must be filed within thirty (30) calendar days from receiving the Step Two response or when the Step Two response should have been received. Failure to file the demand within said time period makes the grievance ineligible for arbitration or any other appeal and the case will be deemed closed.
- 2.7** All decisions rendered in such arbitration shall be final and binding upon both parties. No arbitrator functioning under the procedures set forth in this agreement shall have any power to amend, modify or delete any provisions of this Agreement.
- 2.8** The full cost for the services of the arbitration shall be split by the parties.

### **SECTION 3. Leave for Investigating Grievances**

Employees designated by the Union to 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 Executive Director or the Executive Director's designee.

## **ARTICLE XVI DISCIPLINARY ACTION**

### **SECTION 1. Discipline for Just Cause**

1. No employee with a competitive class permanent appointment who has completed his/her probationary period or for those employees in the labor or noncompetitive class who have more than one year, full-time service shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the President of the unit.
2. If the County determines that an employee, who is the potential target for discipline, is to be interrogated, such employee shall be notified in writing of his/her right to a union representative at such interrogation.
3. The County, after serving the employee with a Notice of Discipline, to include a notice of the charges with an explanation of same and an opportunity to be represented by the union, if desired, and to respond to such allegations, may impose the penalty sought of a suspension without pay for up to five (5) work days upon such written notice. All other proposed penalties will not be instituted prior to the expiration of the appeal period. If such penalty of other than a five (5) or fewer work days suspension is appealed within the time limits set forth below, the proposed penalty only can be imposed after a finding of guilt by the arbitrator or a settlement of the matter by the parties.
4. Notwithstanding paragraph 3 above, the County, after serving the employee with a Notice of Discipline to include a notice of the charges with an explanation of same and an opportunity to be represented by the union, if desired, and to respond to such allegations, may immediately suspend without pay any employee who is charged with an act which generally is understood to constitute a crime or in a matter where termination is the penalty sought pending the disposition of the matter. No accruals may be used during such period of suspension pending the disposition of the matter. The foregoing provision in no way limits the County's ability to place an employee on leave with pay.

### **SECTION 2. Appeal of Disciplinary Action**

1. If the employee disagrees with the disciplinary action, the employee may elect to submit the matter, in writing, to the Commissioner of Human Resources or Deputy Commissioner of Human Resources within fifteen (15) calendar days from the date of service of the Notice of Discipline. Within ten (10) calendar days after receiving the grievance, the Commissioner of Human Resources will hold a hearing. Within ten (10) calendar days after said hearing, the Commissioner of Human Resources shall issue a written response to the grievance.
2. If an employee is suspended without pay pursuant to Section 1.4 above, the employee may choose to expedite the matter by appealing to the Commissioner of Human Resources or Deputy Commissioner of Human Resources within ten (10) calendar days after service of the Notice of Discipline. The Commissioner of Human Resources shall conduct a hearing within ten (10) calendar days after receiving such expedited appeal and render a written decision within five (5) working days after the day on which the hearing was held.
3. In the event the employee or CSEA disagrees with the determination, the employee or CSEA may elect to submit the matter, in writing, to arbitration by filing a demand for arbitration with the New York State Public Employment Relation Board in accordance with its rules and procedures unless the parties develop a mutually agreed upon panel of neutrals and attendant procedures. The demand for arbitration must be filed within ten (10) calendar days from receiving the response from the Commissioner of Human Resources. Failure to file the demand within said ten (10) calendar days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.
4. All decisions rendered in such arbitration shall be final and binding upon both parties.
5. The arbitrator's fees shall be shared equally by the parties of the arbitration.

### **SECTION 3. Civil Service Rights**

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

### **SECTION 4. Counseling**

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

file for one year. After one year, the counseling letter/memo shall be destroyed, and the employee shall be notified of such action, unless the employee has received another counseling letter/memo within the one year time frame. In such instance, the counseling letter/memo shall remain for an additional year. This is only for counseling letters/memoranda. Letter/memoranda/charges relating to a reprimand or discipline shall permanently remain in the employee's file.

**SECTION 5.** The procedures under this Article shall be the sole and exclusive procedure with respect to disciplinary actions and replaces Section 75 and 76 of the New York State Civil Service Law.

## **ARTICLE XVII      DRUG AND/OR ALCOHOL TESTING**

### **REASONABLE SUSPICION DRUG AND/OR ALCOHOL TESTING REQUIREMENTS**

#### **A. Prohibited Drug and Alcohol Related Conduct**

- a. No employee shall use, sell, possess, distribute, manufacture, or be under the influence of any alcoholic beverage or illegal drug or any other intoxicating substance at any time on a job site or on employer property; or while in an employer vehicle, a vehicle leased for employer business, or a privately owned vehicle being used for employer business during the employee's work hours (breaks, lunch and rest periods, are considered to be work hours)
- b. No employee shall use illegal drugs or report to work at the beginning of a shift of upon returning from any break, lunch or rest period under the influence of alcohol, illegal drugs or other intoxicating substance.
- c. No employee shall possess or consume alcohol during working hours.

#### **B. Department Head or his/her Authorized Designee Responsibilities - The Department head or his/her Authorized Designees are responsible for participating in a certified training program approved by the EAP Administrator to include the following:**

- a. Department Head or his/her Authorized Designee is responsible for determining, through direct observation, whether an employee is capable of performing his/her assigned duties. Symptoms of being under the influence of alcohol and drugs include but are not limited to:
  - i. incoherent or belligerent speech;

- ii. smell of alcohol or marijuana;
  - iii. difficulty working;
  - iv. Erratic or unusual behavior uncommon to the employee;
  - v. Adequately documented pattern of unsatisfactory work performance for which no apparent non-impairment related reason exists, or a change in employee's prior pattern of work performance;
  - vi. Evidence of illegal drug or alcohol use, possession, sale or delivery while on duty;
  - vii. Arrest or conviction for a drug related offense or the identification of an employee as the focus of a criminal investigation into illegal drug use or trafficking;
  - viii. Occurrence of a serious or potentially serious accident that may have been caused by human error or flagrant violations of established safety, security or other operational procedures.
- b. All employees shall immediately contact a supervisor if they reasonably suspect that an employee is engaging in any activity prohibited in this Drug and Alcohol Testing Plan. All employees shall immediately contact a supervisor if they reasonably suspect that an employee has illegally used or is illegally using drugs while on or off duty. A failure to notify to a supervisor of the above may result in disciplinary action.
  - c. Employees who are suspected of being unfit for duty as a result of alcohol or drug use may be directed for drug and/or alcohol testing.
  - d. After drug testing issues have been resolved, the employee may arrange transportation home with a member of his/her family or a friend of the employee or in a taxi at the employee's expense. If all other alternatives are exhausted, a Department Head or his/her authorized designee may allow an employee to be driven home in a county vehicle.
  - e. The fact that an employee, allegedly under the influence of alcohol or drugs, was not allowed to remain at work is not considered a disciplinary suspension. The employee will be paid for the day in full without charge to accruals. After removal is achieved the Department Head or authorized Designee will review whether disciplinary charges and suspension or other administrative actions are appropriate. Each situation will be evaluated on a case-by-case basis and will follow the provisions outlined in this contract for discipline.

#### C. TESTING PROVISIONS

- a. Testing shall be performed by an outside agency, in order that impartiality and confidentiality are ensured. Both the drug and alcohol tests shall be conducted by certified professionals. In both instances confirmation tests will be conducted should the initial test prove positive. In the case of alcohol testing, all testing shall be done by breathalyzer, and/or blood test. In the case of the drug testing, specimen testing may be observed if the testing agency deems it necessary, and

all specimens will be separated into two (2) samples. If the initial sample is positive, then the employee has the right to request that the split sample be tested at a laboratory of his/her choosing (within 72 hours of being notified) at the employee's expense. However, if the results of the second test show the initial test results to be a false positive, the County will assume the cost of the second test and the employee will be reimbursed for any work time lost based on the action taken on the first sample results. The County shall pay all costs associated with the administration of alcohol tests.

#### **D. POSITIVE TEST RESULTS**

- a. If the Employee tests positive, they will be provided with information available for an Employee Assistance Program. Additionally, a mandatory evaluation will occur with EAP which will screen the employee and may make a determination if treatment will be necessary. If additional treatment is necessary periodic reports on the employee's progress and/or compliance will be made to the County. Failure to comply with any program outlined by EAP could result in disciplinary action.
- b. Positive test results for an employee shall be defined as a refusal to take a drug or alcohol test, tampering with an alcohol or drug test, refusal to give a sample, or positive test results as determined by testing and confirmation. The following lists the consequential actions concomitant with positive results:
  - i. First Offense – Thirty (30) day suspension without pay and mandatory EAP
  - ii. Second Offense – Termination

## **ARTICLE XVIII □ 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 XIX □ 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 provides for his/her defense pursuant to this Section.

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

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

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

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

**SECTION 1.8.** Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any unit, entity, officer or employee of the County or any other level of government, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law, or as provided under the terms of any collective bargaining agreement.

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

## **SECTION 2. Criminal Charges**

**SECTION 2.1.** Upon compliance by the employee with the provisions of Paragraph 3 of this Article, and subject to the conditions set forth in Paragraph 2 of this Article, it shall be the duty of the employer to pay reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee in his or her defense of a criminal proceeding in state or federal court arising out of any act which occurred while such employee was acting within the scope of his/her public employment or duties, upon his/her acquittal or upon the dismissal of the criminal charges against him/her. This duty to provide for a criminal defense shall not arise where such criminal action or proceeding is brought at the behest of the employer.

**SECTION 2.2.** Upon the application for reimbursement for reasonable attorneys' Fees and litigation expenses made by or on behalf of an employee as provided in Paragraph 15 of this Article, the County Attorney of the County of Albany shall reasonably determine, based upon his/her investigation and his/her review of the facts and circumstances of the criminal proceeding, whether reimbursement of reasonable attorneys' fees and litigation expenses shall be paid. The County Attorney of the County of Albany shall notify such employee in writing of such determination. Upon determining that reimbursement should be provided for reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee, it shall be the

duty of the employee to notify in writing to the County Attorney the identity of the defense counsel intended to be retained by or on behalf of the employee in his or her defense of the criminal proceeding. The County Attorney shall have the right to approve the employee's choice of defense counsel and shall further have the right to negotiate prospectively with said defense counsel the amount of reasonable attorneys' fees, which the employer shall reimburse the employee upon his/her acquittal or upon the dismissal of the criminal charges against him/her. The County Attorney shall certify such expenses to the Comptroller of the County of Albany. Upon such certification, reimbursement shall be made for such fees and expenses upon the audit and warrant of the Comptroller. Any dispute with regard to entitlement to reimbursement, the designation of defense counsel, the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the Supreme Court of the State of New York upon appropriate motion or by way of a special proceeding. Pending the outcome of the dispute, the employer will take all reasonable steps necessary to provide for the criminal defense of the employee.

**SECTION 2.3.**

Reimbursement of a reasonable attorneys' fees and litigation expenses by the employer as prescribed by this Article shall be conditioned upon (a) delivery to the County Attorney or an Assistant County Attorney at the Office of the Department of Law of the County of Albany by the employee a written request for reimbursement of defense expenses together with the original or a copy of an accusatory instrument within ten (10) calendar days after he/she is arraigned upon such instrument, and (b) the full cooperation of the employee in the defense of any action or proceeding against the employer based upon the same act, and in the prosecution of any appeal.

**SECTION 2.4.**

Except as otherwise specifically provided in this Article, the provisions of the Article shall not be construed in any way to impair, alter, modify, abrogate or restrict any immunity available to or conferred upon any employee, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

- a. This section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section 10 of the Court of Claims Act, Section 50(e) of the General Municipal Law, or any other provision of law.
- b. The employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this state, or authorized by law to transact business in this state, against any liability imposed by the provisions of this section, or to act as a self-insurer with respect thereto.

- c. All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.
- d. The provisions of this section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

## **ARTICLE XX** □ **WORKING CONDITIONS**

### **SECTION 1. Call in Guarantee**

All employees who are called in to work prior to or after their regular scheduled workday shall receive a minimum guarantee of three (3) hours pay at the appropriate rate of pay. However in the instance that an employee is called in within fifteen minutes of his/her arrival or time of departure time the employee shall be compensated for actual time worked with no minimum. In addition, all employees who are called in to work prior to or after their regular scheduled work day shall be compensated at their regular overtime rate.

**SECTION 2.** No employee shall be required to work more than eighteen (18) total hours per day unless the employee consents to work more hours, or unless an emergency situation exists, as determined by the Executive Director.

### **SECTION 3. Work Hours**

All employees are required to work forty (40) hours per work week

All Mechanics, Electricians, and Instrument Technicians shall work Monday through Friday 7:00 a.m. to 3:30 p.m.

All Collection System personnel, Laboratory personnel, Laborers, and Janitors shall work Monday through Friday, 7:30 a.m. to 4:00 p.m.

With the exception of the Swing Shift Operators, all Process Operators shall work one of the following shifts:

Shift 1:	11:30 p.m. to 8:00 a.m.
Shift 2:	7:30 a.m. to 4:00 p.m.
Shift 3:	3:30 p.m. to 12:00 a.m.

(lunch break shall be unpaid for 30 minutes at a time designated by the supervisor)

Process Operators shall work on a rotating shift on the following basis:

- Week 1 – All North plant shifts shall work Monday through Friday, all South plant shifts shall work Tuesday through Saturday
- Week 2 – All North plant shifts shall work Tuesday through Saturday, all South plant shifts shall work Monday through Friday

All Process Operators are to report to the North plant on Saturdays and Mondays for their assigned shift, unless notified otherwise.

Work schedule for each shift as follows:

- Shift 1: Start – 11:30pm  
Break time – 15 minutes between 1:00 a.m. – 2:00 a.m.  
Lunch – 30 minutes between 3:00 a.m. – 5:00 a.m.  
Wash up time – 15minutes between 7:45am – 8:00am
- Shift 2: Start – 7:00am/7:30am  
Break time – 15 minutes between 9:00 a.m. – 10:00 a.m.  
Lunch – 30 minutes between 11:00 a.m. – 1:00 p.m.  
Wash up time – 3:15pm/3:45pm
- Shift 3: Start – 3:30pm  
Break time – 15 minutes between 5:00 p.m. – 6:00 p.m.  
Lunch – 30 minutes between 7:00 p.m. – 9:00 p.m.  
Wash up time – 11:45pm

Swing Shift Operators shall work on a rotating shift on the following basis:

DAY	HOURS	SHIFT
1	8	3:30PM - 12 Midnight
2	8	3:30PM - 12 Midnight
3	8	3:30PM - 12 Midnight
4	8	3:30PM - 12 Midnight
5	8	3:30PM - 12 Midnight
6	OFF	
7	OFF	
8	OFF	

9	OFF	
10	OFF	
11	8	11:30PM – 8:00AM
12	8	11:30PM – 8:00AM
13	12	11:30PM – 12 Noon
14	12	11:30PM – 12 Noon
15	8	7:30AM – 4:00PM
16	8	7:30AM – 4:00PM
17	8	7:30AM – 4:00PM
18	8	7:30AM – 4:00PM
19	8	7:30AM – 4:00PM
20	OFF	
21	OFF	
22	8	11:30PM-8:00AM
23	8	11:30PM-8:00AM
24	8	11:30PM-8:00AM
25	OFF	
26	OFF	
27	12	11:30AM – 12 Midnight
28(Sunday)	12	11:30AM - 12 Midnight

#### Weekend schedule

11:30pm – 12 Noon    Start – 11:30pm

Break – 15 minutes between 3:00am – 4:00am

Lunch – 45 minutes between 5:00am – 7:00am

Wash up time – 11:45am



11:30am – 12 Mid      Start – 11:30am

Break – 15 minutes between 3:00pm – 4:00pm

Lunch – 45 minutes between 5:00pm – 7:00pm

Wash up time – 11:45pm

The workday shall include a one half hour (1/2) unpaid lunch period, as well as a one-quarter hour (1/4) paid break and a one quarter (1/4) paid clean up time at the end of the work day. In the event that circumstances require an employee to work through lunch, he/she shall have the option to be paid an extra ½ hour at the overtime rate or to leave ½ hour early if adequate shift coverage is available.

Swing Shift employees working Saturday or Sunday shall be given three quarter (3/4) hours for lunch; one half (1/2) hour unpaid and one quarter (1/4) hour paid.

Notwithstanding the above eight hour schedule for Operators, the parties agree to enter into a 12 hour shift pilot program for operators which shall expire on December 31, 2021, unless both parties affirmatively agree to extend it.

Employees are to remain on premise during paid breaks unless given supervisory approval.

Employees are required to punch a time clock at the following times:

- Beginning and end of each work day
- When entering or leaving the premises for use of leave time

**SECTION 4.** Only employees in the bargaining unit shall perform those duties assigned to their respective titles and those employees excluded from the bargaining unit shall be prohibited from performing routine bargaining unit work unless there is an emergency.

**SECTION 5. Out of Title Work**

Employees shall be paid for any out-of-title work at the higher hourly rate for said work. However, an employee may refuse to perform out-of-title work if it is either against the law or if it would endanger the life of any person. In addition to the benefits provided for in this Section, the County agrees to abide by New York State Civil Service Law Section 61.2.

**SECTION 6.** The parties agree to continue the joint Health and Safety Committee to review the need for safety equipment, sanitary conditions, safety conditions, and safety in general.

## **SECTION 7.**

### **Apprenticeship Program**

All employees may volunteer to work out of their current titles in order to provide the employee with an opportunity to explore different job titles for a minimum of 12 weeks and a maximum of 16 weeks, contingent on project schedules, for all titles per calendar year. This does not preclude any employee from doing “related work as required.” Only if an employee voluntarily applies for and is accepted to the Apprenticeship program shall the out-of-title provisions of Section 5 of this Article be waived. In no other event shall this program be used to circumvent the County’s obligation to provide out-of-title payment in accordance with Section 5 of this Article.

Interested employees must submit a Request for Apprenticeship form to his/her foreman/supervisor in order to participate in the program. The foreman/supervisor will sign the request form and submit it to District Administration.

Certain duties require licenses/permits, certifications, or specialized training. Employees must meet any minimum requirements in order to participate in the Apprenticeship Program for those duties. All duties performed must be supervised by someone in that title or above that title. No employee in the bargaining unit shall be mandated to provide training to an Apprenticeship participant unless the supervisory duties are consistent with the supervisory duties enumerated in the employee’s job description.

The employee must complete an Apprenticeship Hour Log whenever participating in the program. The foreman/supervisor must sign the form and submit it to District Administration at the end of each pay period.

Upon completion of the employees apprenticeship training, where they have demonstrated to the satisfaction of the District that they are able to perform duties of the next level, the employee shall be eligible to work out of title should the need arise. The District will reimburse the employee at the higher salary scale for as long as the need requires. Employees will not be paid at a higher rate during any training. However, they will receive time and one half for any training requiring them to work beyond their normal work hours.

## **SECTION 8.**

### **Global Positioning System for District Vehicles**

The District has the right to install Global Positioning System (GPS) technology on vehicles owned by the District.

The GPS technology shall not be used to track employees’ movements in real time, except in very limited circumstances. Those limited circumstances where the District may use real-time information from GPS technology are as follows:

- In the event an employee cannot be reached via phone or radio and the District has a concern for the employee’s safety and/or health.

- In the event there is an emergency situation and the District seeks to determine the closest employees to send to the emergency location.
- In the event the District receives an outside complaint about the whereabouts of a county owned vehicle.

Only employees outside of the bargaining unit shall have access to the information obtained from GPS technology.

The District may review data gathered from GPS technology to assess whether District vehicles are idling excessively. If during the course of the review the District believes that a vehicle is idling in excess, the District shall counsel the employee responsible for the vehicle. After counseling an employee and if a pattern of abuse persists, the District reserves the right to discipline an employee in accordance with Article XVI.

## **SECTION 9.**

### **Attendance**

1. Due to the critical nature of the District's operations, employees must report to the work at the proper time. If for any reason employees cannot report to work, employees must inform their Department Head or the Superintendent of Operations. If an employee must leave the site or work at any time, they must obtain the District's permission. Failure to properly inform and obtain approval from the District for any absence from work will be recognized as unauthorized absence and will result in disciplinary actions as specified herein.

2. Tardiness:

Employees reporting after their regularly scheduled starting time are tardy. If an employee will be late for work they should notify their Supervisor as soon as possible before their regularly scheduled starting time. Employees will be subject to disciplinary action if they are tardy five (5) or more times during a rolling 90 day-calendar day period. Disciplinary actions will be as outlined below:

- |                     |  |
|---------------------|--|
| a. First Offense:   | Oral counseling  |
| b. Second Offense:  | Written reprimand  |
| c. Third Offense:   | Three (3) day suspension without pay                                 |
| d. Fourth Offense:  | Five (5) day suspension without pay                                  |
| e. Further Offenses | Further disciplinary action, including the potential for termination |

If a period of nine (9) months elapses from the date of the last offense with no further incidents of tardiness, then the employee will return to a no offense level. If two (2) or more incidents of tardiness occurs within thirty

(30) days of the return to a no offense level then the employee will be returned to the First Offense level.

3. Unreported Absences:

All absences from work shall be reported to the Department's Supervisor prior to the employee's scheduled starting time. Employees failing to properly notify the District of an absence shall be disciplined as outlined below:

- |                     |  |
|---------------------|--|
| a. First Offense:   | Oral counseling  |
| b. Second Offense   | Written counseling   |
| c. Third Offense    | Three (3) day suspension without pay                                 |
| d. Fourth Offense   | Five (5) day suspension without pay                                  |
| e. Further Offenses | Further disciplinary action, including the potential for termination |

If a period of nine (9) months elapses from the date of the last offense with no further incidents of unreported absences, then the employee will return to a no offense level.

4. Unauthorized Absence:

Employees who are absence from work without authorization for ten (10) consecutive workdays shall be considered to have resigned their positions.

<h2>ARTICLE XXI □ PROBATIONARY PERIOD</h2>
--

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

**SECTION 2. Probationary, Provisional, Temporary and Seasonal Classifications**

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

**SECTION 3. Noncompetitive and Labor Classifications**

An employee in a noncompetitive or labor civil service classification who has completed the probationary period shall be entitled to appeal disciplinary action in accordance with this Article. An employee in a noncompetitive or labor civil service classification who is on probation or who has been appointed to a position on a provisional, temporary, seasonal, emergency or training basis and who has no retreat rights to another permanent position shall not be entitled to appeal any

disciplinary action taken against said employee, nor shall the Association have the right to appeal such action on the employee's behalf.

## **ARTICLE XXII**   ☐ **LAYOFF**

### **SECTION 1. Notice**

1. A "layoff" is defined as an adjustment or a reduction in the workforce due to program changes or curtailment or a general decrease in operations.
2. The County will give sixty (60) calendar days formal notice prior to the institution of a layoff to the Unit President and will meet with the Union within ten (10) calendar days thereafter to discuss issues.
3. Individual employees will be given at least sixty (60) days notice prior to actually being laid off.

### **SECTION 2. Competitive Class**

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

### **SECTION 3. Labor and Noncompetitive Class**

1. In the case of layoffs, reduction of force and/or reemployment of labor or noncompetitive class employees, the County shall proceed strictly by seniority in the affected job titles.
2. For the purposes of this provision, seniority shall be defined as the length of continuous service from the first date of employment within the County with no breaks in service of more than twelve (12) months. Only time on full-pay status or an approved paid leave shall count towards seniority.
3. Seniority dates based on veteran's status are as follows:
  - a. Non-Disabled Veterans: the date of original permanent appointment is thirty (30) months earlier than the actual date.
  - b. Disabled Veterans: the date of original permanent appointment is sixty (60) months earlier than the actual date. This also applies to head of household spouses of disabled veterans with 100% service-connected disability.

c. Definition of Veteran's Status

1. Veteran: an individual afforded status as a veteran must have served in the armed forces in time of war as defined in Section 85 of the Civil Service Law and received an honorable discharge or release under honorable circumstances.
2. Disabled Veteran: to qualify as a disabled veteran an individual in addition to Section (c)(1) above, must be certified by the Veterans' Administration as entitled to receive disability payments for the disability incurred in time of war.

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

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

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

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

**SECTION 8. Preferred Lists and Recall**

- a. All names of laid off employees shall be placed on a preferred list for a period of up to four (4) years. Such employees shall be recalled in the order of their seniority for the position for which such employee was laid off.
- b. Notification shall be in writing by personal service or by certified mail to the employee's last known address and a copy of such notification shall be forwarded to the Union.
- c. The employee is not required to serve a probationary period upon reinstatement from a preferred list unless such employee was serving a probationary period at the time of the layoff.
- d. Any employee who refuses a recall from the preferred list will have his/her name removed from such list.

## **ARTICLE XXIII** □ MISCELLANEOUS

- SECTION 1.** The County shall provide the unit president with all job specifications of positions in the bargaining unit, and any subsequent changes herein.
- SECTION 2.** The County shall notify all employees in the bargaining unit in writing regarding their Civil Service status.
- SECTION 3.** The County shall supply a bulletin board at each worksite (North and South Plant) to CSEA to post notices.
- SECTION 4.** All job related expenses shall be subject to reimbursement at the discretion of the Executive Director.
- SECTION 5.** The salaries and wages of employees shall be paid the same day every week. In the event this day is a holiday, the preceding day shall be payday, except in the case of unforeseen circumstances.
- SECTION 6.** The County agrees to conform with Civil Service job specifications for all titles.
- SECTION 7.** The County shall provide to the CSEA officers and delegate a total of ten (10) days for Union business at no charge to the employee's leave credits, exclusive of leave granted for labor management meetings and negotiations. In addition, the County may provide up to three (3) hours per day to the Unit President to conduct union business, upon review and consent of the Executive Director, or his designee. Prior approval must be obtained from the department head or his/her designee before Union time may be taken.
- SECTION 8.** The County agrees to conform with the rules and regulations of the County concerning continuing education.
- SECTION 9.** The County agrees to continue to provide uniforms to maintenance personnel. In addition, the County agrees to continue to provide laundry facilities and laundry soap to all employees.

The County shall provide \$150 allowance for work boots per year to all non-maintenance employees. Maintenance employees shall be entitled to two allowances of \$150 for work boots per year. Work boots shall meet ASTM F 2413-11 ratings. Employees must submit proof of purchase and ASTM requirement.

In the event an employee does not have proper footwear, the supervisor may send the employee home to change and return to work. The employee shall be allowed to use paid leave time for the time he/she is out.

**SECTION 10.** An employee shall have the opportunity to review his/her personal history file in the presence of an appropriate official of the Department and a CSEA representative (if requested by employee) upon one (1) business days' notice to the Executive Director.

**SECTION 11.** Employees shall be notified of all derogatory material, in reference to employment activities, placed in their personnel folder at the time of such placement in folder. Employees may also submit a rebuttal of reasonable length responding to any such derogatory material placed in the employee's personnel folder.

**SECTION 12.** The County shall reimburse employees the cost for renewals of commercial drivers' licenses and employee physicals, as required for employment.

**SECTION 13.** All employees hired after (XX/XX/XXXX) shall have their pay "lagged" by one pay period.

**SECTION 14.** All Bargaining Unit members shall be eligible to participate in the countywide leave donation plan established by the Albany County Legislature and administered by the Albany County Department of Human Resources as may be amended. Note, employees are only eligible to participate in either the leave donation plan or request sick leave at half (1/2) pay, not both.

**SECTION 15.** 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 16. Payroll Errors**

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

**SECTION 17.** All licensing, training, and instruction required for an employee's continued employment shall be paid for by the County, at the discretion of the Executive Director. In addition, the County shall reimburse each employee for all associated travel, hotel costs and conference fees, provided that said reimbursement is



approved by the Executive Director and in compliance with the County of Albany Travel Policy.

**SECTION 18** Video images and recordings may be used for any enforcement. The County agrees to engage in impact negotiations in the event it places additional video cameras in the workplace.

**SECTION 19.** The parties agree that the County may request negotiations with CSEA regarding a change from weekly pay to bi-weekly pay during the life of this agreement.

## **ARTICLE XXIV □ SAVINGS CLAUSE**

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

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

## **ARTICLE XXV □ LEGISLATIVE ACTION**

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

## ARTICLE XXVI ☐ DURATION OF AGREEMENT

The term of this Agreement shall be effective \_\_\_\_\_, through December 31, 2021.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by

their respective representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE COUNTY OF ALBANY**

**CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC., LOCAL 1000,  
AFSCME, AFL-CIO, FOR THE  
ALBANY COUNTY WATER  
PURIFICATION DISTRICT UNIT OF  
ALBANY COUNTY LOCAL 801**

By: \_\_\_\_\_  
Daniel P. McCoy  
County Executive

By: \_\_\_\_\_  
James Ahearn  
CSEA Negotiating Team

By: \_\_\_\_\_  
Peter Apostol  
Director of Employee Relations

By: \_\_\_\_\_  
Chris Disonell  
CSEA Negotiating Team

By: \_\_\_\_\_  
Angelo Gaudio  
Executive Director, ACWPD

By: \_\_\_\_\_  
William Maloney  
CSEA Negotiating Team

By: \_\_\_\_\_  
Eric Muldoon  
CSEA Labor Relations  
Specialist

By: \_\_\_\_\_  
Vincent Sands  
CSEA Labor Relations  
Specialist

# APPENDIX A

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

Process Operator 1  
Process Operator 2  
Process Operator 2 Asst.  
Process Operator 3  
Maintenance Mechanic 1  
Maintenance Mechanic 2  
Maintenance Mechanic 3  
Collection Systems Maintenance Mechanic  
Collection Systems Maintenance Assistant  
Laboratory Technician  
Senior Laboratory Technician  
Mechanic Specialist  
Mechanic Specialist/HVAC  
Automotive Mechanic  
Maintenance Control Mechanic  
Electrician  
Senior Instrument Technician  
Laborer  
Custodial Worker

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

# APPENDIX B

## Salary Schedule

	2020	2020	2021
		2%	2%
Collection System Mechanic	\$ 48,235.00	\$ 49,199.70	\$ 50,183.69
Collection System Maintenance	\$ 46,643.00	\$ 47,575.86	\$ 48,527.38
Senior Laboratory Technician	\$ 48,151.00	\$ 49,114.02	\$ 50,096.30
Laboratory Technician	\$ 43,735.00	\$ 44,609.70	\$ 45,501.89
Senior Instrument Technician	\$ 63,794.00	\$ 65,069.88	\$ 66,371.28
Maintenance Control Mechanic	\$ 47,317.00	\$ 48,263.34	\$ 49,228.61
Process Operator III Rotate	\$ 56,234.00	\$ 57,358.68	\$ 58,505.85
Process Operator II Assistant Shift	\$ 52,075.00	\$ 53,116.50	\$ 54,178.83
Process Operator II	\$ 47,109.00	\$ 48,051.18	\$ 49,012.20
Process Operator I	\$ 41,628.00	\$ 42,460.56	\$ 43,309.77
Maintenance Mechanic III	\$ 58,657.00	\$ 59,830.14	\$ 61,026.74
Maintenance Mechanic II	\$ 48,545.00	\$ 49,515.90	\$ 50,506.22
Maintenance Mechanic I	\$ 42,818.00	\$ 43,674.36	\$ 44,547.85
Mechanic Specialist	\$ 54,121.00	\$ 55,203.42	\$ 56,307.49
Mechanic Specialist (HVAC)	\$ 59,765.00	\$ 60,960.30	\$ 62,179.51
Electrician	\$ 63,795.00	\$ 65,070.90	\$ 66,372.32
Automotive Mechanic	\$ 50,811.00	\$ 51,827.22	\$ 52,863.76
Custodial Worker	\$ 34,435.00	\$ 35,123.70	\$ 35,826.17
Laborer	\$ 34,435.00	\$ 35,123.70	\$ 35,826.17

# APPENDIX C

## CELL PHONE USE POLICY

**PURPOSE:** The cell phone use policy outlines guidelines for using cell phones and other mobile devices at work. While recognizing that cell phones are an integral part of everyday life and are a great asset for productivity apps, calendars, business calls and the like. However, smartphones are a detriment to focus and efficiency if used unwisely and excessively during business hours.

**SCOPE:** Our cell phone use policy applies to all managers and employees.

### **POLICY GUIDELINES:**

Employees who use smart phones excessively during work hours may:

1. Disturb colleagues by making unnecessary calls
2. Get distracted from their work
3. Cause problems or accidents when they use their cell phones inside company vehicles or in areas where phones are prohibited.
4. Create security issues by misusing personal devices or the company's internet connection.

Employees shall not:

1. Conduct excessively long calls, FaceTime exchanges or text message conversations during work hours;
2. Play games on their cell phone during work hours;
3. Use their devices camera or microphone to record confidential business information;
4. Use their device for any reason while operating county vehicle(s) or machinery;
5. Use their device in an area where cell use is explicitly prohibited;
6. Disturb colleagues by speaking on their phone for personal reasons during work hours;
7. Download, upload, or view inappropriate, illegal, or obscene material on any device or over the county internet.
8. Browse the internet or use apps that are not related to work.

Employees shall be allowed to:

1. Make calls related to their job duties.
2. Check important messages.
3. Use productivity apps that relate to their work.
4. Make brief personal calls away from workspace colleagues
5. Use their phones and devices during breaks
6. Use their phones and devices during their lunch hour

The County reserves the right to monitor employees for inappropriate and/or excessive use of cellular devices. If device usage results in a decline in productivity or interferes with normal business operations, management will suspend the employee's right to use a cellular device.

Employees are subject to severe disciplinary action (up to and including termination) in cases where they:

1. Violate the company confidentiality policy.
2. Cause a security breach.

Cause an accident through reckless use of a mobile device